



CITY OF HUTCHINS CITY COUNCIL MEETING AGENDA

**Tuesday, September 08, 2026 at 6:00 PM
City Hall - Council Chamber, 400 N. JJ Lemmon Road**

Pursuant to Section 551 of the Texas Government Code, notice is hereby given of a Work Session and a Regular Meeting of the Hutchins City Council to be held on Monday, September 8, 2026, at 6:30 p.m. at Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Road, Hutchins, Texas, at which time the following items will be discussed and considered.

City Council Members

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

A. WORK SESSION

1. 2026-2027 Proposed Budget. Presented by: Maria Joyner, Director of Finance

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 approval of city council meeting minutes for the month of August 2026. Presented by Cynthia Olguin, City Secretary

F. PUBLIC HEARINGS

3. A. Conduct a Public Hearing, discuss and consider a request for approval of an Ordinance repealing Ordinance 782 adopted on February 16, 2004, in its entirety and amending Chapter 14 Zoning Ordinance Adopted and Exhibit 14A Zoning Ordinance of the City of Hutchins

B. Open Public Hearing and Receive Comment.

C. Consider AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING ARTICLE 14 ZONING AND EXHIBIT 14A ZONING ORDINANCE OF THE CITY OF HUTCHINS CODE OF ORDINANCES REPEALING ORDINANCE 782 IN ITS ENTIRETY AND REPLACING CHAPTER 14 ZONING ORDINANCE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.
Ordinance 2026-09-1227

4. Conduct Public Hearing to consider FY2026-2027 Hutchins Economic Development Corporation Proposed Budget.

A. Open Public Hearing and Receive Comments

B. Discuss and consider an Ordinance OF THE CITY OF HUTCHINS, TEXAS MAKING APPROPRIATIONS FOR THE BETTERMENT OF THE CITY OF HUTCHINS, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; APPROPRIATING MONEY TO AN ECONOMIC DEVELOPMENT FUND FOR IMPROVEMENTS AND ENRICHMENTS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF HUTCHINS ECONOMIC DEVELOPMENT CORPORATION FOR THE 2026-2027 FISCAL YEAR. Presented by Guy Brown, HEDC Executive Director
Ordinance 2026-09-1228

5. A. Conduct a Public Hearing regarding the proposed FY 2027 Budget

B. Open Public Hearing and Receive Comments.

C. Discuss and consider an Ordinance on the Proposed FY 2027 Budget - AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND ADOPTING THE BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 01, 2026, THROUGH SEPTEMBER 30, 2027; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; PROVIDING FOR INTER-FUND TRANSFER; PROVIDING FOR RECORDING OF THE ORDINANCE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Maria Joyner, Director of Finance
Ordinance 2026-09-1229

6. A. Conduct a Public Hearing regarding the proposed Tax Rate

B. Open Public Hearing and Receive Comment.

C. Discuss and consider an Ordinance OF THE CITY OF HUTCHINS, TEXAS, LEVYING AD VALOREM TAXES FOR THE YEAR 2026-2027, AT A RATE OF \$0.620845 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2026, TO PROVIDE REVENUES FOR CURRENT EXPENSES AND INTEREST AND SINKING FUND REQUIREMENTS; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; AND DECLARING AN EFFECTIVE DATE. Presented by: Maria Joyner, Director of Finance
Ordinance 2026-09-1230

G. 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. Discuss and consider A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE PROPOSED SERVICE FEE AGREEMENT BY AND BETWEEN THE CITY OF HUTCHINS AND BRANDSTETTER CARROLL, INC. FOR PROFESSIONAL DESIGN SERVICES FOR THE CITY HALL WALKING TRAIL AND GREEN SPACE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: James Quin, City Administrator
Resolution R2026-09-1357
8. Discuss and consider a RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE AS THE CITY'S REPRESENTATIVE TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF HUTCHINS AND TERRACON CONSULTANTS, INC. FOR CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES FOR THE FY2025 CDBG STREET RECONSTRUCTION PROJECT – DENTON STREET AND WOODCREST LANE, AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Yibin Shao, City Engineer
Resolution R2026-09-1358
9. Discuss and consider a Resolution approving the terms and conditions of an Interlocal Agreement between the City of Hutchins and Dallas County Health and Human Services for Coordinated Health Services for the Fiscal Year 2026-2027.
Resolution R2026-1359
10. Discuss and consider a Resolution for the City of Hutchins, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Hutchins and Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for the Fiscal Year 2026-2027.
Resolution R2026-09-1360
11. Discuss creating an ordinance naming policy for city buildings. Request by Councilmember Odom

H. ITEMS OF COMMUNITY INTEREST

12. Hispanic Heritage Month Celebration, Thursday, September 17, 2026, 5:30 p.m. - 7:30 p.m., Hutchins Event Center, 400 N. JJ Lemmon Rd.

City Council Meeting, Monday, September 21, 2026, 6:30 p.m., City Hall, 400 N. JJ Lemmon Road.

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

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

I. ADJOURN

CERTIFICATION

I certify that a copy of the September 8, 2026, agenda of items to be considered by the Hutchins City Council was posted at City Hall and to the City's website, www.cityofhutchinstx.gov, in accordance with Chapter 551 of the Texas Government Code. Posted on Tuesday, September 1, 2026.



Cynthia Olguin
City Secretary



ACCESSIBILITY STATEMENT

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



STAFF REPORT

MEETING DATE: September 8, 2026

MEETING TYPE: City Council

SUBMITTED BY: Maria Joyner

AGENDA CAPTION: 2026-2027 Proposed Budget

Presented by: Maria Joyner, Director of Finance

Background Information

As development of the Fiscal Year 2027 budget continues, City staff would like to provide information and analysis related to proposed revenues and expenditures associated with the Fiscal Year 2027 budget.

In accordance with State law, the Dallas Central Appraisal District (DCAD) certifies property values within the city by July 25 of each year. The City received the Certified appraisal values from the Dallas Central Appraisal District on July 24, 2026. The Certified values reflects an increase in **taxable** value of 12.33%, or \$207,476,246 from \$1,682,189,678 (2025 Certified Value) to \$1,889,665,924 (2026 Certified Value).

The categories of property values are Commercial, Business Personal Property(BPP), and Residential. The majority of the City’s property tax (55.84%) is derived from commercial properties. The category breakdown of property tax is provided below:

			%
CATEGORY		2026	OF VALUE
COMMERCIAL		\$1,055,227,882	55.84%
BPP		\$535,114,911	28.32%
RESIDENTIAL		\$299,323,131	15.84%
TOTAL		\$1,889,665,924	100.00%

Based on the 2026 Certified Values, the City experienced a 13.66% increase in Commercial Values, a 9.19% increase in BPP, and a 13.52% increase in Residential properties.

		JULY 2025	JULY 2026	DOLLAR	PERCENT
CATEGORY		CERTIFIED VALUES	CERTIFIED VALUES	CHANGE	CHANGE
COMMERCIAL		\$928,415,260	\$1,055,227,882	\$126,812,622	13.66%
BPP		\$490,095,769	\$535,114,911	\$45,019,142	9.19%
RESIDENTIAL		\$263,678,649	\$299,323,131	\$35,644,482	13.52%
TOTAL		\$1,682,189,678	\$1,889,665,924	\$207,476,246	12.33%

The proposed budget was presented during a City Council Work Session on August 3rd and August 17th, 2026. During the September 8, 2026, Work Session a recap of the 2027 Proposed budget will be presented via PowerPoint.

Budget Implications

The annual budget and tax rate is scheduled for adoption on September 8, 2026.

Staff Recommendation

No action required



STAFF REPORT

MEETING DATE:	August 11, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Cynthia Olguin
AGENDA CAPTION:	Consider approval of city council meeting minutes for the month of July. Presented by Cynthia Olguin, City Secretary

Background Information

Consider approval of the meeting minutes:

- July 7, 2026 Regular Council Meeting
- July 20, 2026 Regular Council Meeting

Budget Implications: N/A

Operational Impact: N/A

Legal Review: N/A

Staff Recommendation

Staff recommends approval of the minutes.

Supporting Documentation and Attachments



**CITY OF HUTCHINS
WORK SESSION AND CITY COUNCIL MEETING
MINUTES**

**Monday, August 03, 2026 at 5:30 PM
City Hall - Council Chamber, 400 N. JJ Lemmon Road**

A Work Session and a Regular Meeting of the Hutchins City Council was held on Monday, August 3, 2026, at Hutchins City Hall Council Chambers.

A. WORK SESSION

1. 2026-2027 Proposed Budget. Presented by: Maria Joyner, Director of Finance

Mayor Vasquez opened the Work Session at 5:37 p.m.

Director of Finance Maria Joyner presented an overview of the proposed 2026–2027 General Fund budget, including taxable values, the proposed property tax rate of \$0.620845 per \$100 of taxable value, lower than the current rate of \$0.657, revenues, expenditures, fund balance, and major budget drivers. Council discussed the impact of increased health insurance costs, the proposed 4% COLA, street improvement needs, and departmental capital requests.

Council also discussed the Public Works Department’s capital request, which includes two F-350 trucks, an F-250 truck, and a woodchipper. Council questioned the need and cost of the requested vehicles and requested additional information and justification from the Public Works Director at the August 17 budget work session.

Staff will provide additional information on capital projects and other funds at the August 17 budget work session. No final budget action was taken.

B. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Vasquez called the meeting to order at 6:30 p.m. and announced a quorum.

PRESENT

Mayor Mario Vasquez
Councilmember Raymond Elmore
Councilmember Brenda Campbell
Councilmember Demarcus Odom

ABSENT

Mayor Pro Tem Steve Nichols
Councilmember America Rodriguez

C. INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Campbell gave the invocation and led the pledge of allegiance.

D. CITIZEN COMMENTS – None.

E. PRESENTATIONS

2. Proposals for Christmas fireworks show. Presented by: Katherine Lindsey

Illumination Fireworks presented a proposal for a 12–15-minute fireworks show. The company would handle the permits, Fire Department coordination, setup, firing, music synchronization, and cleanup. They also offered to provide a digital preview of the fireworks display.

The cost is about \$1,190 per minute. The proposed display would use fireworks up to 2 inches and be located about 600–700 feet from the audience, which the representative said is a good distance for the show.

Council asked about fire hazards and cleanup. The company said there would be an active fire watch throughout the show and coordination with the Fire Department. The crew would clean up wiring, foil, and other non-biodegradable debris. Some small pieces of cardboard, paper, and clay may remain but are biodegradable. The company has \$5 million in liability insurance.

F. PUBLIC HEARINGS

3. A. Conduct a Public Hearing for a voluntary annexation request submitted by RTG Capital for approximately 4.526 acres located at 1080 S. IH-45, currently within the City of Hutchins Extraterritorial Jurisdiction. Presented by: Chief Building Official Blake Moore

Building Official Blake Moore presented the item and gave a brief summary on the request for voluntary annexation.

B. Open Public Hearing and receive comments.

Mayor Vasquez opened the public hearing at 6:42.

There were no registered speakers. Mayor Vasquez closed the public hearing at 6:43 p.m.

C. Discuss and consider AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE CITY OF HUTCHINS, TEXAS, EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE A ±4.526-ACRE TRACT OF LAND WITHIN THE CITY'S LIMITS, SAID HEREINAFTER DESCRIBED TERRITORY WITHIN THE CITY'S LIMITS, GRANTING TO ALL INHABITANTS AND OWNERS OF THE TERRITORY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS, AND BINDING THE INHABITANTS BY ALL THE ACTS, ORDINANCES AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN FOR THE DESCRIBED TERRITORY.

Ordinance 2026-08-1224

Councilmember Elmore made a motion seconded by Councilmember Odom to approve Ordinance 2026-08-1224. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Raymond Elmore.

4. A. Conduct a public hearing regarding a request for a rezone by John Gonzalez of RTG Capital for 1080 S. IH-45: BEING part of a tract of 5.000 acres of land in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas. Presented by: Chief Building Official Blake Moore

Building Official Blake Moore presented the item and gave a brief summary on the request for rezoning.

B. Open Public Hearing and receive comments.

Mayor Vasquez opened the public hearing at 6:47.

There were no registered speakers. Mayor Vasquez closed the public hearing at 6:48 p.m.

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 HIGHWAY COMMERCIAL (HC) TO LIGHT INDUSTRIAL (LI) FOR TRACT 49.2 AND TRACT 49.1 ZONING FROM AGRICULTURE (AG) TO LIGHT INDUSTRIAL (LI), ±5.0 ACRE TRACT OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY ABST. NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF A CERTAIN TRACT OF LAND AS DESCRIBED IN DEED TO T.F. CAMPBELL, RECORDED IN VOLUME L, PAGE 412 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, COMMONLY KNOWN AS 1080 SOUTH INTERSTATE HIGHWAY 45, HUTCHINS, DALLAS COUNTY, TEXAS.

Ordinance 2026-08-1225

Councilmember Odom made a motion seconded by Councilmember Elmore to approve Ordinance 2026-08-1225. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Raymond Elmore.

5. **A. Conduct a Public Hearing to consider a request by John Gonzalez representing RTG Capital for a Specific Use Permit (SUP) to allow Motor Freight Company/Terminal, Heavy Machinery Sales/Storage, Truck Sales & Storage, Low Risk Industrial Manufacturing Not Wholly Enclosed Within A Building and Low Risk Industrial Manufacturing Not Wholly Enclosed Within A Building under 1 SUP in the Light Manufacturing district for 1080 S IH 45 BEING part of a tract of 5.000 acres of land in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas. Presented by: Chief Building Official Blake Moore**

Building Official Blake Moore presented the item and gave a summary on the request for the SUP. Robert Gundy, representing RTG Capital, was available for questions from council.

B. Open the Public Hearing and receive comments.

Mayor Vasquez opened the public hearing at 6:51.

There were no registered speakers. Mayor Vasquez closed the public hearing at 6:52 p.m.

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, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING BY GRANTING A SPECIFIC USE PERMIT ("SUP") WITH SPECIAL CONDITIONS TO ALLOW A MOTOR FREIGHT COMPANY/TERMINAL; HEAVY MACHINERY SALES/STORAGE; TRUCK SALES & STORAGE; LOW RISK INDUSTRIAL MANUFACTURING NOT WHOLLY ENCLOSED WITHIN A BUILDING; LOW RISK INDUSTRIAL MANUFACTURING WHOLLY ENCLOSED WITHIN A BUILDING ON LAND ZONED LIGHT INDUSTRIAL ("LI") FOR TRACT 49.1 AND TRACT 49.2, ±5.0 ACRES OF LAND, SITUATED IN THE WILLIAM GATLIN SURVEY ABST. NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF A CERTAIN TRACT OF LAND AS DESCRIBED IN DEED TO T.F. CAMPBELL, RECORDED IN VOLUME L, PAGE 412

**OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, COMMONLY KNOWN AS 1080 SOUTH INTERSTATE HIGHWAY 45, HUTCHINS, DALLAS COUNTY, TEXAS.
Ordinance 2028-08-1226**

Councilmember Odom made a motion seconded by Councilmember Elmore to approve Ordinance 2026-08-1226. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Raymond Elmore.

G. 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.*

**6. Discuss and consider a Resolution authorizing the City Administrator to negotiate and execute an agreement for Christmas fireworks show. Presented by Katherine Lindsey
Resolution R2026-08-1349**

Councilmember Odom made a motion seconded by Councilmember Elmore to approve Resolution R2026-08-1349 authorizing the City Administrator to negotiate and execute an agreement with Pyrotechnico Fireworks. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Raymond Elmore.

**7. Discuss and consider a Resolution authorizing the City Administrator to execute a Professional Service Agreement with TurningArt not to exceed \$182,000.00 Presented by Wanda Randle Director of Community Services
Resolution R2026-08-1350**

Councilmember Odom made a motion seconded by Councilmember Elmore to approve Resolution R2026-08-1350. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Raymond Elmore.

8. Consideration and Action regarding proposed FY 2026-2027 Tax Rate and Notice of Public Hearing. Presented by: Maria Joyner, Director of Finance

Councilmember Odom made a motion seconded by Councilmember Campbell that we move that the City of Hutchins propose to adopt our Fiscal Year 2027 Total Tax Rate of 0.620845, which is higher than the Fiscal Year 2026 No New Revenue Tax Rate Of 0.541619, to call for a public hearing, the public hearing to be held on September 8, 2026, at 6:30 P.M. Further, a record vote on the tax rate adoption will be held on September 8, 2026, at 6:30 P.M., our meeting will be held in the Hutchins City Hall Council Chambers at 400 North JJ Lemmon Road Hutchins Texas 75141

For: Demarcus Odom, Brenda Campbell, Raymond Elmore.

**9. Discuss and consider a Resolution with GovWell Technologies Inc. Software Platform for Building Permits, Inspection Scheduling, Contractor Registration, and Code Enforcement. Presented by Chief Building Official Blake Moore
Resolution R2026-08-1351**

Councilmember Elmore made a motion seconded by Councilmember Campbell to approve Resolution R2026-08-1351. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Raymond Elmore.

H. ITEMS OF COMMUNITY INTEREST

10. City Secretary Olguin announced the items of community interest.

I. ADJOURN

The meeting adjourned at 7:08 p.m.

PASSED AND APPROVED BY HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON THE 20th DAY OF AUGUST 2026.

APPROVED:

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

DRAFT



**CITY OF HUTCHINS
CITY COUNCIL MEETING
MINUTES**

**Monday, August 17, 2026 at 6:00 PM
City Hall - Council Chamber, 400 N. JJ Lemmon Road**

A Work Session and a Regular Meeting of the Hutchins City Council was held on Monday, August 17, 2026, at 6:00 p.m. at Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Road, Hutchins, Texas.

A. WORK SESSION

1. 2026-2027 Proposed Budget. Presented by: Maria Joyner, Director of Finance

Mayor Vasquez opened the Work Session at 6:00 p.m.

Director of Finance Maria Joyner presented the proposed FY 2026-2027 Budget, providing an overview of the funds not previously discussed. She reported a 12.3% increase in taxable property values and presented a proposed tax rate of \$0.62845, compared to the current rate of \$0.65700. The proposed budget includes approximately \$15.4 million in revenues and \$15.2 million in expenditure, with a projected reserve of approximately 318 days. Ms. Joyner reviewed the Debt Service, Hotel/Motel, Water and Sewer, Drainage, Sanitation, 911, Facility Improvement, Street Construction, Utility Construction, Parks, New City Hall, and Library/Recreation Center funds. She noted that adjustments may be necessary for the Water and Sewer and Sanitation funds following anticipated rate increases.

EDC Director Guy Brown presented the proposed FY 2026-2027 Economic Development Corporation (EDC) Budget. He reviewed anticipated sales tax revenue, proposed expenditures, major community projects, and economic development programs. The proposed budget anticipates approximately \$1.6 million in revenues and \$1.2 million in expenditures, with an estimated ending cash balance of \$3.7 million. Major projects and initiatives discussed included transportation improvements, Lancaster-Hutchins Road, Town Square, local business improvement grants, and small business development. Mr. Brown noted that sales tax performance and project timing remain key factors affecting the budget.

The proposed City and EDC budgets will be presented for public hearings and consideration at the September 8, 2026, meeting.

B. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Vasquez called the meeting to order at 6:30 p.m. and announced a quorum.

PRESENT

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

C. INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Nichols gave the invocation and led the pledge of allegiance.

D. CITIZEN COMMENTS - None.

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 approval of city council meeting minutes for the month of July. Presented by Cynthia Olguin, City Secretary**

Councilmember Nichols made a motion seconded by Councilmember Elmore to the consent agenda as presented. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

F. PRESENTATIONS

3. **STAR Transit presentation. Presented by: STAR Transit**

Star Transit Executive Director Kim Britton provided an overview of services available to Hutchins's residents, including demand-response and same-day microtransit services. She reviewed ridership data, approximately 5,700 microtransit trips to date, a 93% on-time rate, and an average wait time of 17 minutes. Ms. Britton also reviewed the proposed FY 2026-2027 budget, including additional funding for approximately 2,000 Uber-assisted trips. She provided updates on Star Transit's use of AI in its call center and participation in a state electric vehicle pilot program. Council expressed support for the services and encouraged residents to take advantage of Star Transit.

G. PUBLIC HEARINGS

4. **A. Conduct a Public Hearing regarding a request for a 4B project at 101 South Interstate 45, Suite 6.**

EDC Director Guy Brown presented the Coastal Crunch Restaurant project, a proposed seafood and fried chicken restaurant to be located at 101 S. IH 45 in the shopping center. The project includes approximately \$127,000 in improvements and equipment, including kitchen equipment, a grease trap, fire suppression system, and walk-in cooler. The EDC Board recommended a \$25,000 economic development grant to assist with the improvements. Council expressed appreciation for the investment and welcomed the new restaurant to Hutchins.

B. Open Public Hearing and Receive Comment.

Mayor Vasquez opened the public hearing at 6:49.

There were no registered speakers. Mayor Vasquez closed the public hearing at 6:50 p.m.

C. Discuss and consider a Resolution OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 101 SOUTH INTERSTATE 45, SUITE 6,

**HUTCHINS, TEXAS; AUTHORIZING THE HEDC EXECUTIVE DIRECTOR TO EXECUTE THE FINAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Guy Brown HEDC Executive Director.
R2026-08-1352**

Councilmember Elmore made a motion seconded by Councilmember Nichols to approve the consent agenda as presented. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

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.*

5. **Discuss and consider a Resolution OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE PROPOSED SERVICE FEE AGREEMENT BY AND BETWEEN THE CITY OF HUTCHINS AND BRANDSTETTER CARROLL, INC. FOR ARCHITECTURAL DESIGN SERVICES FOR THE PUBLIC WORKS BUILDING; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution R2026-08-1353**

Councilmember Nichols made a motion seconded by Councilmember Rodriguez to approve the Resolution R2026-08-1353. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

6. **Discuss and consider a Resolution OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2026 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL. Presented by Katherine Lindsey, Assistant to the City Administrator
Resolution R2026-08-1354**

Councilmember Nichols made a motion seconded by Councilmember Campbell to approve Resolution R2026-08-1354. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

7. **Discuss and consider a Resolution OF THE CITY COUNCIL AND THE CITY OF HUTCHINS, TEXAS APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF HUTCHINS AND RENÉ BATES AUCTIONEERS, INC. (RBAI) TO CONDUCT ONLINE AUCTIONS OF SURPLUS INVENTORY FOR THE CITY OF HUTCHINS; AND PROVIDING**

**FOR AN EFFECTIVE DATE. Presented by: Katherine Lindsey, Assistant to the City Administrator
Resolution R2026-08-1355**

Councilmember Elmore made a motion seconded by Councilmember Rodriguez to approve Resolution R2026-08-1355. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

**8. Discuss and consider a Resolution OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, DECLARING CERTAIN PROPERTY SURPLUS OR OBSOLETE, AND AUTHORIZING THE AUCTION OF SAME; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Katherine Lindsey, Assistant to the City Administrator
Resolution R2026-08-1356**

Councilmember Nichols made a motion seconded by Councilmember Rodriguez to approve Resolution R2026-08-1355. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

9. Discuss and consider appointments to the Atwell Public Library Board. Presented by: Cynthia Olguin, City Secretary

Councilmember Odom made a motion seconded by Councilmember Campbell to approve the appointments of Skyla Pllum, Angela Robertson and LaFonda Cousin to the Atwell Public Library Board for two-year terms. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

10. Discuss and consider appointments to the Hutchins Economic Development Corporation. Presented by: Cynthia Olguin, City Secretary

Councilmember Elmore made a motion seconded by Councilmember Campbell to approve the appointments of Artis Johnson, Aurora Madrigal, Steve Nichols and Mario Vasquez to the Economic Development Board for two-year terms. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

11. Discuss and consider appointments to the Planning and Zoning Commission. Presented by: Cynthia Olguin, City Secretary

Councilmember Nichols made a motion seconded by Councilmember Odom to approve the appointments of Teronika Gaines and Don Pressler for two-year terms on the Planning and Zoning Commission and moving Cornelius Caldwell from an alternate board position to fill the remainder of regular member expiring in 2027. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

12. Discuss and consider appointments to the Parks and Recreation Board. Presented by: Cynthia Olguin, City Secretary

Councilmember Nichols made a motion seconded by Councilmember Campbell to approve the appointments of Huel Gilliam and Vernon Pllum as regular members and Amber Medina as an alternate member, all for two-year terms. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

13. Discuss and consider appointments to the Zoning Board of Adjustment and Building and Standards Commission. Presented by: Cynthia Olguin, City Secretary

Councilmember Nichols made a motion seconded by Councilmember Elmore to approve the appointments of Garry Jones, Felix Madrigal, and Freddie Chism for two-year terms on the Zoning Board of Adjustment and Building and Standards Commission. All in favor, the motion passed.

For: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

I. ITEMS OF COMMUNITY INTEREST

14. City Secretary Olguin announced the items of community interest.

J. ADJOURN

The meeting adjourned at 7:07 p.m.

PASSED AND APPROVED BY HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON THE 8th DAY OF SEPTEMBER 2026.

APPROVED:

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary



STAFF REPORT

MEETING DATE:	September 8, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Blake Moore
AGENDA CAPTION:	Conduct a Public Hearing, discuss and consider a request for approval on Ordinance XXX repealing Ordinance 782 adopted on February 16, 2004 in its entirety and amending Chapter 14 Zoning Ordinance Adopted and Exhibit 14A Zoning Ordinance of the City of Hutchins

Presented by: Chief Building Official Blake Moore

Background Information

The City of Hutchins is undertaking a comprehensive update of its Zoning Ordinance, Permitted Use Tables. The project follows completion of a Diagnostic Report in April 2025 and subsequent preparation permitted use tables, and zoning ordinance amendments.

The overall goal of the project is to modernize the City's development regulations, improve usability, align regulations with the City's 2024 Comprehensive Plan, and ensure compliance with current Texas law.

Summary of Stakeholder and Staff Feedback

Throughout the review process, several recurring themes emerged from stakeholder and staff feedback. Throughout the review process, stakeholders and staff emphasized the need for clearer definitions and development standards, more streamlined approval processes and review timelines, and better coordination between zoning regulations and land use classifications. Feedback also highlighted the importance of modernizing ordinance language, organization, and formatting while maintaining consistency with the City's 2024 Comprehensive Plan and applicable Texas statutes.

Additional discussion points raised by staff provided more detail on how these themes should be addressed in the draft ordinance.

Staff also identified several specific policy and implementation issues for further consideration, including clearer standards for portable buildings, maintaining existing masonry screening requirements, evaluating opportunities for higher-density residential development with quality design standards, and addressing transitions between residential and industrial land uses. Additional discussion focused on defining and regulating emerging or evolving uses such as short-term rentals, data centers, commercial truck and trailer parking areas, and accessory structures.

Proposed Zoning Ordinance and Permitted Use Tables

The proposed zoning ordinance update seeks to create a clear, modern, and user-friendly development code while implementing the vision established in the 2024 Comprehensive Plan. The draft also aims to streamline development standards and improve ordinance navigation and administration.

Ordinance Organization and Usability

Major organizational improvements are intended to make the ordinance easier to navigate, administer, and apply consistently. The draft improves ordinance organization by reorganizing content for more intuitive navigation, consolidating definitions into a centralized section, and applying modern formatting to enhance readability. It also eliminates redundant language, clarifies overlapping provisions, and more clearly identifies responsible decision-makers and review authorities.

Zoning District Updates

The proposed district updates are intended to broaden housing options, update residential standards, and address emerging land use issues. Proposed district modifications include creation of a new single-family district allowing 40-foot lot widths, updates to townhome and multifamily residential standards, and consideration of regulations addressing truck parking, short-term rentals, and data centers.

Permitted Use Table Modernization

The proposed use table updates are intended to make land use permissions easier to understand and apply. The use table updates relocate and reformat the permitted use tables, consolidate similar land uses, and create additional regulated use categories. The proposed ordinance also includes new or revised standards for uses such as portable buildings, vape shops, tattoo studios, payday lenders, and other specialty commercial uses.

Development Standards

Development standard revisions are intended to clarify expectations for site design, construction, and public-facing improvements. The draft ordinance proposes updates to parking, landscaping, lighting, fencing, construction material, sidewalk, and site development requirements.

Development Processes and Administrative Tools

The proposed ordinance also introduces administrative tools intended to make development review procedures more transparent and easier to administer. To improve transparency and ease of administration, the proposed ordinance consolidates development review procedures, clearly assigns review and approval responsibilities, and incorporates flowcharts illustrating development processes. It also uses visual matrices to summarize dimensional standards, notification requirements, and approval authorities, along with expanded graphics and illustrations to improve clarity.

The Planning and Zoning Commission approved the proposed Zoning Ordinance updates with a 3-0 vote.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

The City Attorney has reviewed the Proposed Zoning Ordinance and approved.

Staff Recommendation

Staff recommends approval of the proposed Zoning Ordinance.

Supporting Documentation and Attachments

Proposed Zoning Ordinance.

Zoning Ordinance Draft Updates Summary Sheet.

Hutchins Zoning Ordinance Draft Updates Summary

July 23, 2026

General updates

- Updated section numbering and list levels to reflect other City Code chapters.
- Updated cross references to other City Code chapters.
- Modernized ordinance language, terminology, and formatting to improve readability and usability.
- Corrected inconsistencies, outdated references, and organizational issues identified throughout the ordinance

Division 1: Enacting Provisions and Division II: Administration

- Reorganized administrative provisions to improve clarity and overall code organization.
- Updated procedures and administrative language to reflect current zoning and development review practices.
- Clarified authority, interpretation, and administration provisions to improve ordinance implementation.

Division III: Use Regulations and Division IV: Permitted Uses

- Updated and reorganized use regulations and use classifications.
- Removed Home Occupation regulations from the Zoning Ordinance and created a separate section within the City's Business Regulations chapter.
- Updated Home Occupation regulations to better align with recent State of Texas legislation regarding home-based businesses.
- Updated accessory structure and accessory use regulations.
- Added regulations for Residential Storage Containers, including limitations within residential zoning districts. (See Section 14A.01.018.)
- Added regulations for Commercial Storage Containers, including permitting and operational requirements. (See Section 14A.01.018.)
- Added and updated regulations for land uses not previously addressed within the Zoning Ordinance, including Short-Term Rentals and other emerging land uses. (See Section 14A.01.019.)
- Updated and reorganized use classifications and use tables.
- Added new land uses and updated permitted use designations where appropriate.

- Improved consistency between land use definitions, use regulations, and zoning district standards.
- Added regulations for Commercial Truck Parking Lots (See Section 14A.01.020.)
- Added provisions to address emerging development trends and new land use types, including Data Center. (See Section 14A.01.022.)

Division V: Zoning Districts

- Updated and modernized zoning district classifications to align with the City's Comprehensive Plan and current development patterns.
- Clarified district intent statements, permitted uses, and development requirements.
- Revised district standards to better align with current development patterns and land use practices.
- Improved coordination between district regulations and development standards.
- Added the SF-6 Single-Family Residential District to provide additional housing options and development flexibility. (See Section 14A.01.028.)
- Updated single-family attached residential district standards, including lot size, lot width, setback, and design requirements. (See Section 14A.01.030.)
- Updated multifamily district standards, including density, parking, open space, and design criteria. (See Section 14A.01.031.)

Division VI: Development Standards

- Updated off-street parking regulations, including provisions related to parking and storage surfaces. (See Section 14A.01.040.)
- Clarified development standards to improve ordinance administration and implementation.
- Updated various site design and operational standards to reflect current development practices.

- Updated landscaping, buffering, screening, fencing, lighting, and architectural standards.

Division VII: Penalties and Nonconformities

- Reorganized and updated nonconforming use, structure, and lot provisions.
- Clarified enforcement procedures and penalty provisions.
- Improved consistency between enforcement regulations and other ordinance provisions.

Division VII: Definitions and Division IX: Summary of Zoning District Regulation and Illustrations

- Updated and modernized zoning definitions to reflect current planning terminology and development practices.
- Added definitions for newly regulated uses and development types.
- Revised and expanded definitions to improve consistency throughout the ordinance.
- Updated terminology to improve alignment with current State law and industry standards.
- Updated definitions to align with revised zoning districts, permitted use tables, and parking standards

CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2026-09-1227

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING ARTICLE 14 ZONING AND EXHIBIT 14A ZONING ORDINANCE OF THE CITY OF HUTCHINS CODE OF ORDINANCES REPEALING ORDINANCE 782 IN ITS ENTIRETY AND REPLACING CHAPTER 14 ZONING ORDINANCE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has conducted a public hearing on August 24, 2026, in conjunction with the proposed zoning ordinance, and has rendered a recommendation to the City Council with respect to this case; and,

WHEREAS, the City Council has conducted a public hearing on September 8, 2026, and has considered the recommendation of the Planning and Zoning Commission and has determined that the proposed change is in the best interest of the general welfare of the City of Hutchins and that any foreseeable negative impacts of the proposed use have been mitigated through design restrictions or other set condition.

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

SECTION 1

Article 14 Zoning and Exhibit 14A Zoning Ordinance of the City of Hutchins, Texas Code of Ordinances be replaced in their entirety by Exhibit “A” attached hereto and included within this Ordinance.

SECTION 2

That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 3

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 4

All rights or remedies of the City of Hutchins, Texas, are expressly saved as to any and all violations of the city's zoning ordinance, as amended, or any other ordinance affecting zoning and land use thereto that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 5

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

The City Secretary of the City of Hutchins, Texas, is hereby directed to publish in the official newspaper of the City of Hutchins, the caption, penalty clause, publication clause, and effective date clause of this Ordinance for two (2) days as required by section 52.012 of the Texas Local Government Code.

SECTION 7

This Ordinance shall take effect from and after its date of passage and publication in accordance with law, and it is so ordained.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 8TH DAY OF SEPTEMBER 2026.

CITY OF HUTCHINS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT 14A
ZONING ORDINANCE OF THE CITY OF HUTCHINS, TEXAS

CITY COUNCIL AGENDA STAFF REPORT

MEETING DATE: September 8, 2026
SUBMITTED BY: Guy Brown, EDC Director
AGENDA CAPTION: Conduct Public Hearing to consider FY2026-2027 Hutchins Economic Development Corporation Proposed Budget.

- A. Open Public Hearing and Receive Comments
- B. Discuss and consider Ordinance 2026-09XX OF THE CITY OF HUTCHINS, TEXAS MAKING APPROPRIATIONS FOR THE BETTERMENT OF THE CITY OF HUTCHINS, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; APPROPRIATING MONEY TO AN ECONOMIC DEVELOPMENT FUND FOR IMPROVEMENTS AND ENRICHMENTS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF HUTCHINS ECONOMIC DEVELOPMENT CORPORATION FOR THE 2026-2027 FISCAL YEAR.

Presented by Guy Brown, HEDC Executive Director

Background Information

The Hutchins Economic Development Corporation (HEDC) anticipates conventional sales tax proceeds of \$1,525,000 and interest income of \$150,000 for the next fiscal year. The Executive Director forecasts that the HEDC will have approximately \$3,300,000 in its accounts on October 1, 2026. Therefore, the Hutchins Economic Development Corporation anticipates \$ 4,975,000, in available funds for fiscal year 2026-2027.

Contained in this packet is a line-item budget of general and capital expenditures for the Hutchins Economic Development Corporation. In the next fiscal year, the proposed budget will assign \$1,210,837. If all budgeted monies are expended, the Hutchins Economic Development Corporation will hold \$3,764,136 in available funds at the end of the 2026-2027 fiscal year.

Budget Implications

Funds expended from the HEDC 2026 - 2027 Budget will come entirely from half-cent sales taxes dedicated to Economic Development and will not directly impact the City of Hutchins General Fund.

Operational Impact

The Budget will impact every aspect of the HEDC efforts to develop the Community in a manner consistent with the City of Hutchins' Policies and Comprehensive Plan.

Legal Review

Section F, Item 4.

This item has not been reviewed by the City Attorney.

Staff Recommendation

The HEDC Board of Directors recommends that the Council hold a Public Hearing and Approve the attached Ordinance

CITY OF HUTCHINS
ORDINANCE NO. 2026-09-1228

THE FISCAL YEAR 2026-2027 HUTCHINS ECONOMIC DEVELOPMENT
CORPORATION BUDGET

AN ORDINANCE MAKING APPROPRIATIONS FOR THE BETTERMENT OF THE CITY OF HUTCHINS, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; APPROPRIATING MONEY TO AN ECONOMIC DEVELOPMENT FUND FOR IMPROVEMENTS AND ENRICHMENTS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF HUTCHINS ECONOMIC DEVELOPMENT CORPORATION FOR THE 2026-2027 FISCAL YEAR.

WHEREAS, the budgeted amounts as provided in Section 4, for the fiscal year beginning October 1, 2026 and ending September 30, 2027 was duly presented to the Mayor and City Council by the City Administrator and a public hearing was ordered by the City Council and a public notice of said hearing was caused to be given by the City Council and said notice was published in City's Newspaper of Record and said public hearing was held according to said notice; now, therefore.

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

SECTION 1. That the appropriations for the fiscal year beginning October 1, 2026, and ending September 30, 2027, for the support of the general government of the City of Hutchins, Texas, be fixed and determined for said terms in accordance with the expenditures shown in the city's fiscal year 2026-2027 budget, a duplicate copy may be obtained or requested from the office of the city secretary;

SECTION 2. That the budget, as shown in words and figures, is hereby approved in all respects and adopted as the City's budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027.

SECTION 3. That there is hereby appropriated the amount shown in said budget necessary to provide for improvements and enrichments as deemed necessary and appropriate for the expansion and encouragement of growth to better provide additional incentives for the overall attractiveness of the City of Hutchins.

SECTION 4. That the proposed available funds portion of the Hutchins Economic Development Corporation for FY2026-2027 is in the amount of four million dollars and no cents (\$4,975,000). That the expenditure portion of the Hutchins Economic Development Corporation for FY2026-2027 is in the amount of one million, three hundred thirty-six thousand, two hundred ninety-one dollars and no cents (\$1,210,837).

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ON THE 8th DAY OF SEPTEMBER 2026.

APPROVED:

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT A		Proposed Budget FY 2027
30-4310-01-00	Sales Tax	1,525,000
30-4900-01-00	Interest Income-TEXPOOL	150,000
TOTAL REVENUES		1,675,000

30-5010-01-00	Salaries	144,501.76
30-5210-01-00	FICA	11,054.38
30-5310-01-00	TMRS	11,762.44
30-5320-01-00	Health/Life Insurance	20,295.84
30-5450-01-00	Workers Comp	592
Total Salaries and Benefits		\$ 188,206

GENERAL EXPENDITURES:

30-5775-01-00	Advertising (Website, Video, Print Ads)	15,000
30-5755-01-00	Annual Audit & Accounting	5,150
30-5810-01-00	Automobile Maintenance, Gas and Ins	2,000
30-5831-01-00	Business Retention Efforts	6,000
30-5410-01-00	Casualty and Liability Insurance	2,040
30-5830-01-00	Community Events	1,500
30-5540-01-00	Copy, Printing, Binding	200
30-5985-01-00	Computer Equipment/Maint	760
30-6200-01-00	Lease Agreements/Computer Expense	240
30-5730-01-00	Dues and Subscriptions	13,500
30-5776-01-00	Promotion/Trade Shows/Team Texas/DFW MT	35,000
30-5910-01-00	Building Maintenance/Lawn	2,500
30-5800-01-00	Miscellaneous	1,000
30-5510-01-00	Office Supplies	1,500
30-5520-01-00	Postage	200
30-5960-01-00	Repair and Maintenance-Vehicles	1,500
30-5710-01-00	Legal	6,000
30-5740-01-00	Travel and Training	10,000
30-5610-01-00	Electricity	1,500
30-5640-01-00	Telephone Internet	9,500
30-5641-01-00	Educational Donations Paul Q UNT	12,000
30-5700-01-00	Professional Services (Legal, Engeneering, Demographics)	30,000
Total General Expenditures		\$ 157,090

CAPITAL EXPENDITURES

30-8170-01-00	Audio Visual and Computer Equipment	2,000
30-8106-01-00	Furniture	1,500
30-8225-01-00	Remodeling & Repair	3,000
Total Capital Expenditures		\$ 6,500

TOTAL CAPITAL & GENERAL EXPENDITURES		351,796
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SPECIAL PROJECT COSTS

30-9120-01-00	TOWN SQUARE DESIGN & ENGINEERING	80,000
30-9103-01-00	LOCAL BUSINESS IMPROVEMENT PROGRAM	40,000
30-9104-01-00	SMALL BUSINESS DEVELOPMENT PROGRAM	40,000
30-8120-01-00	STAR TRANSIT AGREEMENT	18,000
30-8117-01-00	LANCASTER HUTCHINS	660,000
30-9852-01-00	CITY OF HUTCHINS ADMIN COST (Transfer to GF)	21,041
*SPECIAL PROJECT COSTS		859,041

TOTAL FUND 30 EXPENDITURES		1,210,837
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<i>Revenues over Expenditures</i>		<i>464,163</i>
<i>Beginning Cash/Investments</i>		<i>3,300,000</i>
<i>Ending Balances</i>		<i>3,764,163</i>

*Special Project Costs are covered under fund balance

* Opening Balance Estimate as of 6/30/2026



STAFF REPORT

MEETING DATE:	September 08, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Maria Joyner
AGENDA CAPTION:	A. Conduct a Public Hearing regarding the proposed FY 2027 Budget B. Open Public Hearing and Receive Comments. C. Discuss and consider Ordinance <u>2026</u> - Proposed FY 2027 Budget - AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND ADOPTING THE BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 01, 2026, THROUGH SEPTEMBER 30, 2027; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; PROVIDING FOR INTER-FUND TRANSFER; PROVIDING FOR RECORDING OF THE ORDINANCE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Maria Joyner, Director of Finance

Background Information

In accordance with Texas Local Government Code 102.006(b), the governing body shall hold a public hearing on the proposed budget. The City Council of the City of Hutchins, Texas (the “City”) annually adopts a budget under the provisions of Chapter 101 of the Texas Local Government Code (the “Act”). Pursuant to the Act, the city will conduct a public hearing at the City Council Regular Meeting on Monday, September 08, 2026, at 6:30 p.m. The FY 2027 City of Hutchins budget is scheduled to be adopted on September 08, 2026.

The FY 2027 proposed budget has been discussed with City Council during several meetings. The proposed Capital items were presented during the May 28, 2026, City Council Retreat. On August 3, 2026, City Council was presented with an overview of the 2027 proposed budget with a focus on the major operating fund, the General Fund. During the August 3, 2026, meeting the City Council also voted on a **proposed** property tax rate of \$0.620845 per \$100 of assessed value. The proposed rate is a

decrease of -.036155 from the current rate of .657000. On August 17, 2026, an overview of the other City funds was presented.

This item is being placed on the agenda in order to obtain public comments regarding the proposed budget in advance of consideration for adoption. All state required publications of the public hearing regarding the Fiscal Year 2027 budget have been completed.

Budget Implications

This budget will raise more revenue from property taxes than last year's budget by an amount of \$1,394,005, which is a 14.08 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$202,273.

Staff Recommendation

Staff recommends that the City Council **conduct a Public Hearing** on the FY 2027 Proposed Budget and approve the ordinance adopting the budget.

Supporting Documentation and Attachments

Ordinance No. 2026-_____

**CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2026-09-1229**

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND ADOPTING THE BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 01, 2026, THROUGH SEPTEMBER 30, 2027; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; PROVIDING FOR INTER-FUND TRANSFER; PROVIDING FOR RECORDING OF THE ORDINANCE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Administrator of the City of Hutchins, Texas has heretofore on the 8th day of September 2026, filed with the City Secretary a proposed general budget for the City covering FY 2026-2027, which shall be from October 1, 2026, through September 30, 2027 (Fiscal Year 2026-27); and

WHEREAS, notices of public hearings upon said Fiscal Year 2026-2027 budget have been duly and legally posted or published as required by law; and,

WHEREAS, said public hearings were held on September 8, 2026, and whereon full and final consideration was given said budget; and

WHEREAS, this budget will raise more revenue from property taxes than last year's budget by an amount of \$1,394,005, which is a 14.08 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$202,273;

WHEREAS, the City Council of the City of Hutchins, Texas, has determined that the proposed Fiscal Year 2026-2027 budget will be sufficient to provide the needed services to Hutchins's residents.

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

SECTION 1. For the purpose of providing the funds necessary and proposed to be expended in the Budget of the City of Hutchins, Texas for the fiscal year beginning October 1, 2026, and ending September 30, 2027, the Budget heretofore prepared by the City Administrator and submitted to the City Council for its consideration and approval, said Budget for the different funds of the City of Hutchins is hereby fixed as set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 2. That expenditures during the fiscal year shall be made in accordance with the FY 2026-2027 budget approved in Section 1 herein unless otherwise authorized by a duly enacted ordinance of the City.

SECTION 3. That specific authority is given to the City Administrator to make the following adjustments:

1. Transfer of budgeted appropriations from one account classification to another account classification within the same department.
2. Transfer of appropriations from designated appropriations to any individual department or activity.

3. Transfers from the General Fund and all other Funds of unexpended appropriations and excess revenues for the fiscal year 2025-2026 are hereby ratified.

SECTION 4. All notices and public hearings required by law have been duly completed. The City Secretary is directed to provide a certified copy of the budget to the County Clerk of Dallas for recording after final passage hereof.

SECTION 5. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, as amended hereby, which shall remain in full force and effect.

SECTION 6. All ordinances of the City of Hutchins, Dallas County, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. This Ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

[INTENTIONALLY LEFT BLANK]

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS ORDINANCE, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

ELECTED OFFICIALS	Aye	Nay
Mario Vasquez, Mayor (Non Voting Member)		

Steve Nichols, Mayor Pro Tem

Brenda Campbell, Council Member

America Rodriguez, Council Member

Raymond Elmore, Council Member

Demarcus Odom, Council Member

In accordance with Tax Code 26.05(b)

WITH __ VOTING “AYE” AND __ VOTING “NAY,” THIS ORDINANCE NO. 201229 WAS DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THE 8th DAY OF SEPTEMBER 2026.

Section F, Item 5.

APPROVED

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT A		
City of Hutchins		
Fund Expenditures		
FY 2026-2027		
PROPOSED BUDGET		
<u>Fund</u>		<u>Total Expenditures</u>
General Fund		\$15,220,897
General Government Debt Fund		\$4,499,993
911 Fees Fund		\$27,000
Municipal Improvement Fund		\$25,000
Water and Sewer Fund		\$5,239,663
Sanitation Fund		\$499,000
Drainage Fund		\$25,000
Capital Projects Fund Library & Rec Center		\$14,300,000
Utility Construction Fund		\$200,000
Street Construction Fund		\$25,000
TOTAL - ALL FUNDS		\$40,061,553



STAFF REPORT

MEETING DATE:	September 08, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Maria Joyner
AGENDA CAPTION:	A. Conduct a Public Hearing regarding the proposed Tax Rate B. Open Public Hearing and Receive Comment. C. Discuss and consider an Ordinance OF THE CITY OF HUTCHINS, TEXAS, LEVYING AD VALOREM TAXES FOR THE YEAR 2026-2027, AT A RATE OF \$0.620845 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2026, TO PROVIDE REVENUES FOR CURRENT EXPENSES AND INTEREST AND SINKING FUND REQUIREMENTS; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; AND DECLARING AN EFFECTIVE DATE. Presented by: Maria Joyner, Director of Finance

Background Information

On August 03, 2026, the City Council voted to **propose** a property tax rate of \$0.620845 per \$100 of assessed value. This item is being placed on the agenda in order to obtain public comment regarding the proposed property tax rate in advance of consideration for adoption. All state required publications of the public hearing regarding the Fiscal Year 2027 tax rate have been completed. The Property Tax Rate detail is provided below:

	<u>FY 2026-2027</u>
Property Tax Rate	0.620845
No-New-Revenue Tax Rate	0.541619
No-New-Revenue M&O Tax Rate	0.363131
Voter-Approval Tax Rate	0.620847
De Minimis Rate	0.620431
Debt Rate	0.229810
M&O Rate	0.391035

Budget Implications

The property tax rate adoption allows for the FY 2027 budget to reflect the collection of property taxes. The proposed rate is a decrease of **-.036155** from the current rate of .657000.

Dallas County requires that the property tax rate be adopted by September 23, 2026, and submitted to their office by noon on Friday, September 25, 2026.

Staff Recommendation

Staff recommends that the City Council **conduct a Public Hearing** on the Tax Rate for Fiscal Year 2026-2027 and approve the ordinance utilizing the following motions as required by law:

“I move that the property tax rate be increased by the adoption of a tax rate of \$.620845, which is effectively a 14.63 percent increase in the tax rate and, therefore, I further move that Ordinance No. 2026_____ be approved on first reading.”

Supporting Documentation and Attachments

Ordinance No. 2026_____

**CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2026-09-1230**

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, LEVYING AD VALOREM TAXES FOR THE YEAR 2026-2027, AT A RATE OF \$0.620845 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2026, TO PROVIDE REVENUES FOR CURRENT EXPENSES AND INTEREST AND SINKING FUND REQUIREMENTS; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; AND DECLARING AN EFFECTIVE DATE.

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

SECTION 1. That there be and is hereby levied for the year 2026 on all taxable property, real, personal and mixed, situated within the limits of the City of Hutchins, Texas and not exempt by the Constitution of the State and valid State laws, a tax of \$0.620845 on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be appropriated and distributed as follows:

(a) For the purpose of defraying the current expenses of the municipal government of the City, a tax of \$0.391035 on each One Hundred Dollars (\$100.00) assessed value of all taxable property; and

(b) For the purpose of creating a sinking fund to pay the interest and principal on all outstanding bonds of the City, not otherwise provided for, a tax of \$0.2229810 on each One Hundred Dollars (\$100.00) assessed value of all taxable property, within the City which shall be applied to the payment of such interest and maturates of all outstanding debt of the city.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.68 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-64.96.

SECTION 2. That all ad valorem taxes for the year shall become due and payable on October 1, 2026, and all ad valorem taxes for said year shall become delinquent if not paid before February 1, 2027. There shall be no discount for payment of taxes prior to said January 31, 2027. A delinquent tax shall incur a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1, 2027. Provided, however, a tax delinquent on July 1, 2027, shall incur a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1, 2027, shall incur an additional penalty of twenty percent (20%) of the amount of taxes, penalty, and interest due in order to defray costs of collection pursuant to section 6.30 of the Property Tax Code.

SECTION 3. Taxes are payable in Hutchins, Texas, at the offices of the Dallas County Tax Assessor Collector. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 4. That the tax rolls, as presented to the City Council, together with any supplement thereto, be and the same are hereby approved.

SECTION 5. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and in such cases provide.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ON THE 8TH DAY OF SEPTEMBER 2026.

APPROVED

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary



STAFF REPORT

MEETING DATE:	September 8, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Katherine Lindsey
AGENDA CAPTION:	Discuss and consider A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE PROPOSED SERVICE FEE AGREEMENT BY AND BETWEEN THE CITY OF HUTCHINS AND BRANDSTETTER CARROLL, INC. FOR PROFESSIONAL DESIGN SERVICES FOR THE CITY HALL WALKING TRAIL AND GREEN SPACE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: James Quin, City Administrator

Background Information

At prior meetings, the City Council previously discussed concepts for a walking trail and green space adjacent to the City Hall and Event Center facility. BCI is proposing a fee in an amount not to exceed \$76,500.00 to perform professional design services for this project. This would entail developing comprehensive construction documents and specifications required to permit, bid, and build the project. The scope of work includes, but is not limited to, civil engineering, topographic and boundary surveys, landscape architecture, signage and wayfinding, and integration of a proposed Veteran’s Memorial.

Budget Implications

The cost will not exceed \$76,500.00 and the funds are available.

Operational Impact

This project will benefit residential neighbors and those who visit the City Hall and Event Center.

Legal Review

The resolution was approved by the City Attorney.

Staff Recommendation

NA

Supporting Documentation and Attachments

- 1. Resolution

2. Fee Proposal
3. Proposed Walking Trail Study
4. Concept Materials

CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2026-08-1357

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE PROPOSED SERVICE FEE AGREEMENT BY AND BETWEEN THE CITY OF HUTCHINS AND BRANDSTETTER CARROLL, INC. FOR PROFESSIONAL DESIGN SERVICES FOR THE CITY HALL WALKING TRAIL AND GREEN SPACE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with the proposed Service Fee Agreement (the “Agreement”) by and between the City of Hutchins and Brandstetter Carroll, Inc. for professional design services for the City Hall Walking Trail and Greenspace; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Administrator is authorized to negotiate and execute the Agreement and all related documents thereto on behalf of the City of Hutchins, Texas.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 8th day of September, 2026.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT “A”

August 14, 2026

Mr. James Quin
City Administrator
City of Hutchins, Texas

**RE: Fee Proposal for Professional Design Services for the City
Hall Walking Trail & Green Space**

Dear Mr. Quin,

We are pleased to present this proposal for Professional Design Services for a walking trail and green space on approximately three acres on a site located adjacent to the existing City Hall & Event Center Facility.

Scope of Work:

We understand that the scope of work is to provide architectural and engineering services to accomplish the work as reflected on the conceptual design site plan. The deliverable will be comprehensive construction documents and specifications required to permit, bid, and build the project.

The scope of work shall include deliverables listed below:

- Civil engineering
- Topographic and Boundary Surveys (tree survey provided by owner)
- Landscape architecture
- Architectural design and integration of vendor fixtures and structures
- Texas Accessibility and ADA compliance
- Signage and wayfinding
- Site FF&E
- Integration of proposed Veteran's Memorial

We also understand the BCI Team will support the City of Hutchins in preparing for public presentations and will participate in presentations to the Community and City Leadership as requested.

The BCI Team is prepared to begin work immediately upon acceptance of this proposal. The signatures at the bottom of this proposal will serve as notice to proceed with the scope of work listed above. We will prepare and send an **AIA B104-2017 Abbreviated Form of Agreement Between Owner and Architect**.

This service will be invoiced monthly for the percentage of the scope completed. BCI will not proceed with design services beyond this scope of work without prior written approval from the City of Hutchins.

REIMBURABLE EXPENSES

Reimbursable expenses will be billed at cost plus 10% markup. These expenses may include printing or other project-related expenditures.



DELIVERABLES

Upon completion, these documents will be used for bidding, permitting and construction, and other agency approvals as required. We anticipate the services for this project per the scope of work to have a timeline of (4) four to (6) six weeks to produce construction documents.

Our fee for this service as described within this proposal will be a fixed fee, (not to exceed) of \$76,500.00.

This proposal is valid for a minimum of 90 days.

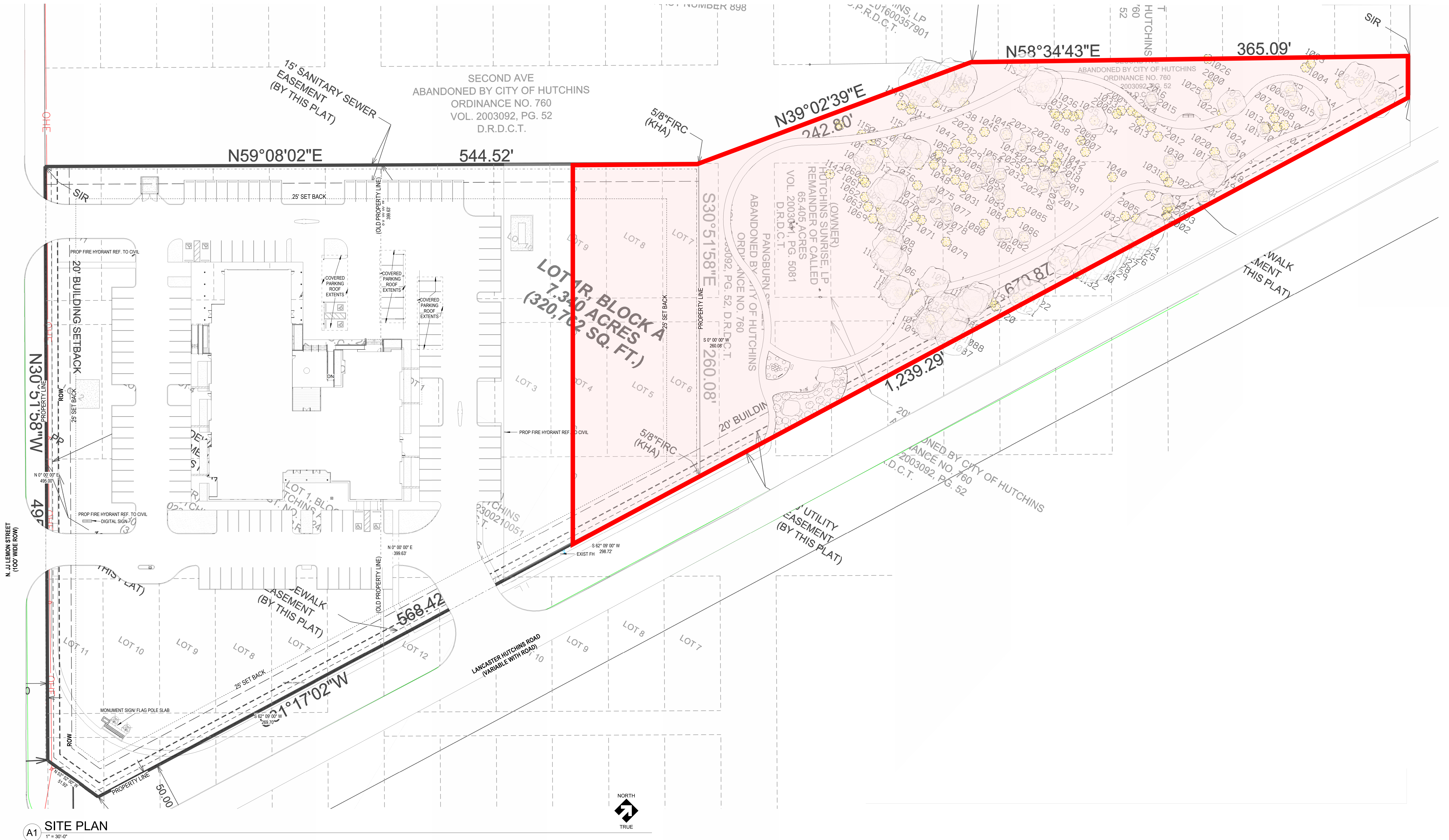
We are grateful for this opportunity to continue to serve the City of Hutchins in support of its mission to enhance the quality of life for its citizens.

Sincerely,

Mary Ann A. Mitchell, AIA
Managing Principal

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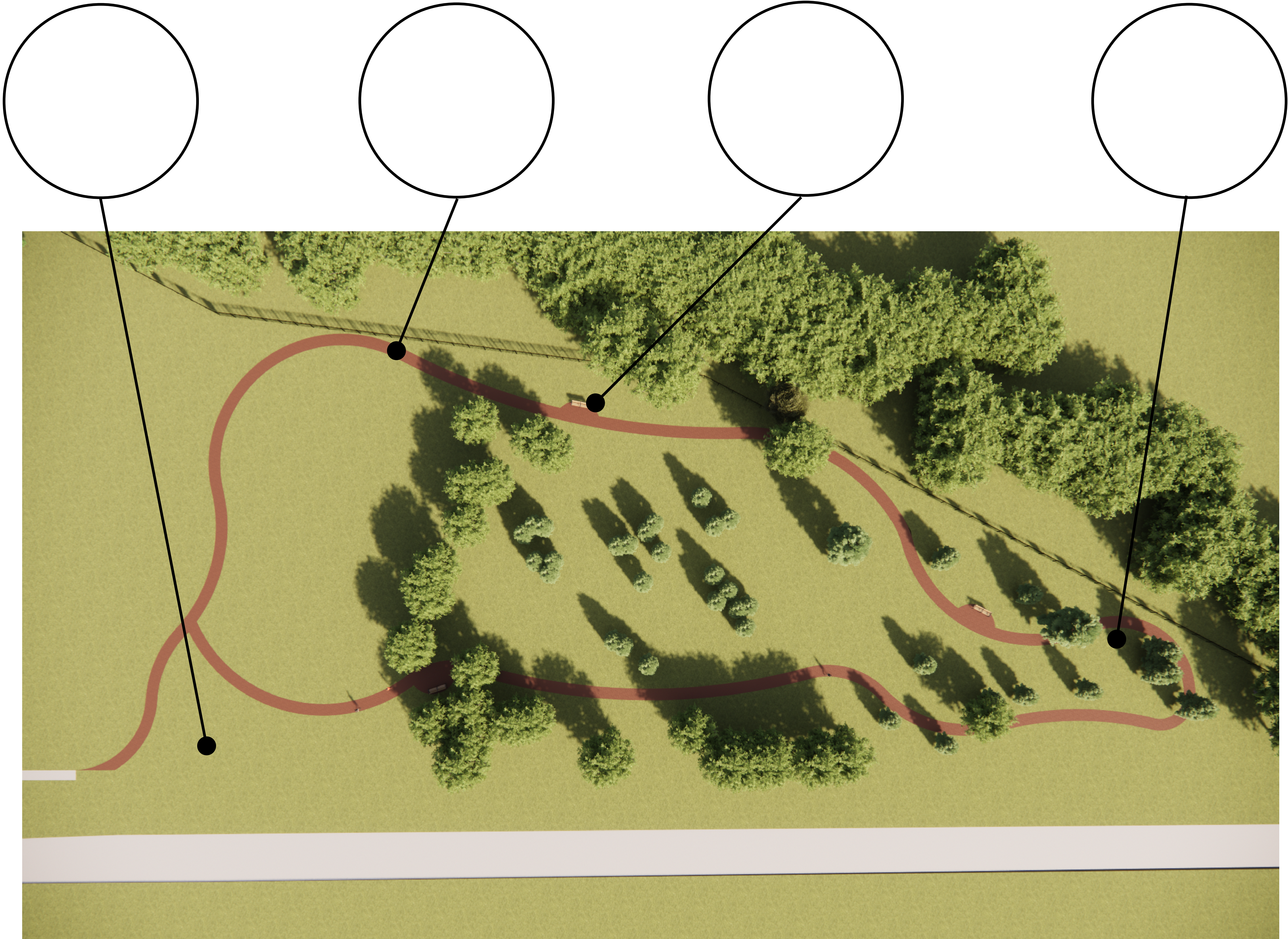
Mr. James Quin
City Administrator - City of Hutchins, TX



A1 SITE PLAN
1" = 30'-0"









STAFF REPORT

MEETING DATE:	September 8, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Yibin Shao, City Engineer
AGENDA CAPTION:	[DISCUSS AND CONSIDER A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE AS THE CITY’S REPRESENTATIVE TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF HUTCHINS AND TERRACON CONSULTANTS, INC. FOR CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES FOR THE FY2025 CDBG STREET RECONSTRUCTION PROJECT – DENTON STREET AND WOODCREST LANE, AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: [Yibin Shao, City Engineer]

Background Information

The City of Hutchins is preparing to construct the FY2025 Community Development Block Grant (CDBG) Street Reconstruction Project consisting of improvements to Denton Street and Woodcrest Lane. Construction Materials Testing and Inspection services are required to provide field and laboratory testing, construction inspection, quality assurance, and documentation.

On March 20, 2023, the City Council approved Resolution No. R2023-1097 establishing a pre-qualified list of professional engineering firms to provide professional services on an as-needed basis. The City Engineer selected Terracon Consultants, Inc. from the approved pre-qualified list based on its qualifications, experience, technical capabilities, availability, and ability to meet the project schedule.

Following the qualifications-based selection process, staff negotiated the scope of services and fee with Terracon Consultants, Inc. The proposed fee for Construction Materials Testing and Inspection Services is \$42,328.00.

Budget Implications

This will be supported with City Street Construction Fund.

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends approval of the Resolution authorizing the City Administrator or his designee to negotiate and execute an Agreement with Terracon Consultants, Inc. for Construction Materials Testing and Inspection Services for the FY2025 CDBG Street Reconstruction Project – Denton Street and Woodcrest Lane.

Supporting Documentation and Attachments

CITY OF HUTCHINS
RESOLUTION R2026-09-1358

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF HUTCHINS AND TERRACON CONSULTANTS, INC FOR CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES FOR THE FY2025 CDBG STREET RECONSTRUCTION PROJECT – DENTON STREET AND WOODCREST LANE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins finds it in the best interest of the City of Hutchins to authorize the City Administrator to negotiate and execute a contract with Terracon Consultants, Inc for Construction Materials Testing and Inspection Services for the FY2025 CDBG Street Reconstruction Project – Denton Street and Woodcrest Lane. The proposed fee for Construction Materials Testing and Inspection Services is \$42,328.00.

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

SECTION 1. The City, acting through its governing body, hereby authorizes the City Administrator to negotiate and execute an agreement with Terracon Consultants, Inc in an amount not to exceed \$42,328.00.

SECTION 2. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 8th day of September 2026.

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

August 14, 2026

City of Hutchins
Yibin Shao
400 N. JJ Lemmon Rd.
Hutchins, TX 75141

Telephone: 972-225-6121
Email: yshao@cityofhutchinstx.gov

**Re: Construction Materials Observation, Engineering, and Testing Services
CDBG Street Reconstruction Project–Woodcrest Lane and Denton Street
Woodcrest Lane and Denton Street, Hutchins, Texas
Terracon Consultants Inc. Proposal No. 1000042937**

Dear Mr. Shao,

Thank you for selecting Terracon Consultants, Inc. (Terracon) to provide construction materials testing, observation services, or special inspection services for the above referenced publicly funded project. We were selected to perform these engineering services based upon the criteria outlined in the Texas Board of Professional Engineers and Surveyors Professional Services Procurement Act. We are presenting this budget estimate to confirm our understanding of the services to be performed for this project, to obtain written authorization to provide these services, and to present the estimated fee to provide these services. The following sections outline our understanding of the project and provide a description of the tasks to be performed.

A) PROJECT INFORMATION

Topic	Overview Statement
Proposed Structures	Reconstruction of approximately 2,290 LF of asphaltic concrete pavement at Denton Street, 585 LF of concrete pavement at Woodcrest Lane, and associated drainage and utility improvements

Terracon was provided with the following construction documents for preparation of this proposal:

- Preliminary Civil Drawings by Kimley-Horn dated 06/05/2026
- Construction Schedule was not provided to Terracon at the time of this proposal



Proposal for Construction Materials Testing Services

CDBG Street Reconstruction Project–Woodcrest Lane and Denton Street
Woodcrest Lane and Denton Street, Hutchins, Texas
August 14, 2026 ■ Terracon Proposal No. 1000042937

B) WHY TERRACON?

Construction Materials Testing & Special Inspection Services

Our team of inspectors, technicians, and engineers is experienced with providing materials testing, special inspections, and/or observations of concrete, soils, aggregate, masonry, structural steel, foundations, fireproofing, and asphalt pavement in the local area and are familiar with the recognized building jurisdiction requirements.

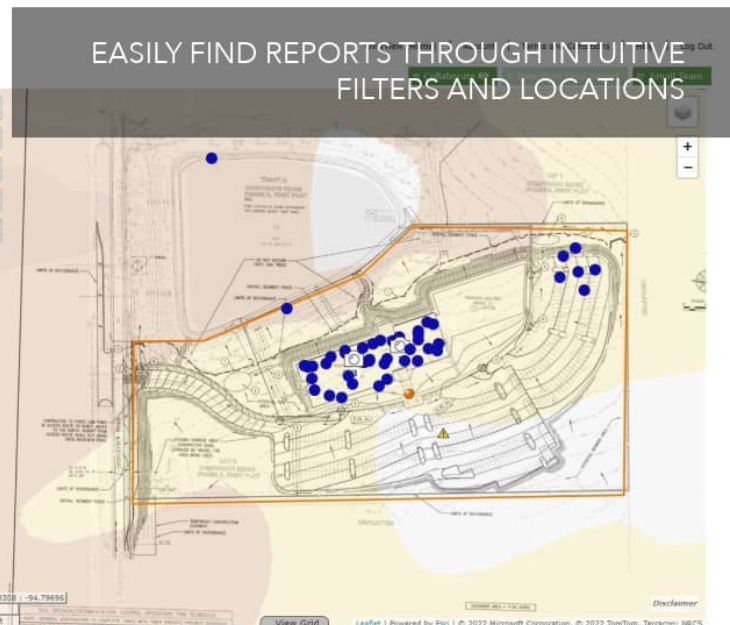
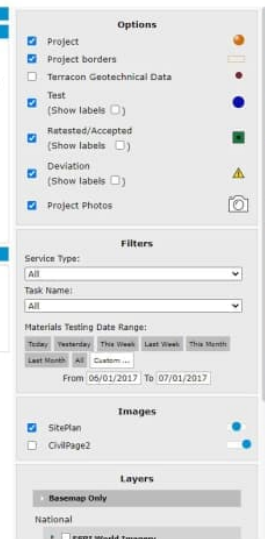


Compass is Terracon's latest client interfacing tool and elevates the way we do business. Within Terracon Compass, you can access your projects and their associated data, including environmental and geotechnical projects. When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features of Compass include:

- Filters for Date Performed, Service Type and Test Result Status
- Deviation for Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results
- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.



Corporate Ridge - Lot U



Proposal for Construction Materials Testing Services

CDBG Street Reconstruction Project–Woodcrest Lane and Denton Street
Woodcrest Lane and Denton Street, Hutchins, Texas
August 14, 2026 ■ Terracon Proposal No. 1000042937

Section G, Item8.



Laboratory Capabilities

Our DFW Metro laboratories are accredited by AASHTO Re:source which is recognized by ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection. The scope of accreditation includes the field of Soils, Aggregates, and Portland Cement Concrete. As a requirement of accreditation, we regularly participate in the Proficiency Sample Programs of both AASHTO Re:source and the Cement and Concrete Reference Laboratory (CCRL). Our office includes a fully equipped laboratory and employs engineering technicians and special inspectors certified by many agencies including the American Concrete Institute (ACI), American Welding Society (AWS), and the International Code Council (ICC). We provide a rigorous internal training program where our staff are evaluated in specific field and laboratory test procedures by internal Terracon auditors and external agencies.

- Accredited by AASHTO Materials Reference Laboratory (AMRL)
- Inspected by Concrete and Cement Reference Laboratory (CCRL)
- Validated by United States Army Corps of Engineers (USACE)

C) SCOPE OF SERVICES

Based on our review and understanding of the documents listed above, Terracon proposes the following scope of services:

Earthwork Observations and Testing:

- Sample materials to be used as utility trench backfill, general fill, and pavement subgrades. Prepare and test the samples for Atterberg Limits (ASTM D4318), Minus #200 Sieve (ASTM D1140), and moisture-density relationship (ASTM D698).
- Observe proof rolling operations of the paving subgrades.
- Perform in-place moisture and density tests of the utility trench backfills, general fill, and pavement subgrades using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.
- Perform field gradations on the pulverized lime soil mixture to document the percent of soil passing through the required sieve sizes at a rate of one test per 10,000 square feet after the final pulverization process has been completed.
- Perform lime depth checks to verify the actual in-place depth of the lime treatment at a rate of one test per 10,000 square feet, once the pavement has been trimmed to the final grade.
- Perform a laboratory lime series from on-site soils using the PI and/or pH method.

Cast-in-Place Concrete Observations and Testing:

- Sample and test the fresh concrete for each mix. Perform tests for slump, air content, ambient and concrete temperatures, and unit weight; and cast test specimens (ASTM C172, C31, C143, C231, C1064, C138). Terracon understands that the contractor will be responsible for providing a secure

Proposal for Construction Materials Testing Services

CDBG Street Reconstruction Project–Woodcrest Lane and Denton Street
Woodcrest Lane and Denton Street, Hutchins, Texas
August 14, 2026 ■ Terracon Proposal No. 1000042937

Section G, Item8.



location and sources of water and electrical power for initial curing of concrete strength test specimens as required by ASTM C31.

- We have assumed the concrete will be sampled at a frequency of one set of five test cylinders every 100 cubic yards or fraction thereof per mix per day for all structural concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
- Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C31, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal maximum size aggregate of 1 inch or less. One cylinder will be tested at 7 days, three cylinders will be tested at 28 days, and one cylinder will be held for 56 days (or tested at an age requested by others).

Reinforcing Steel Observations:

- Verify the size, number and placement of reinforcing steel and check general form dimensions prior to placement of concrete, per construction drawings.
- Terracon recommends scheduling a minimum of 24 hours prior to concrete placement.

Asphaltic Concrete Observation and Testing:

- Perform density tests of the base and surface materials using the nuclear method (ASTM D6938) to determine the percent compaction of the materials. Terracon will utilize the Theoretical Maximum Specific Gravity provided by the material supplier.

Project Management and Administration:

- A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for monitoring the project budget and will oversee the preparation of the final report.

Special Inspections Letter:

- Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services Terracon performed and if our results and/ or observation were in compliance.

D) REPORTING

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via electronic distribution unless otherwise requested. Please provide Terracon with a report distribution list prior to the beginning of the project. The list should include the company name, address, contact person name, phone number, and e-mail address for each person.

Proposal for Construction Materials Testing Services

CDBG Street Reconstruction Project–Woodcrest Lane and Denton Street
Woodcrest Lane and Denton Street, Hutchins, Texas
August 14, 2026 ■ Terracon Proposal No. 1000042937

Section G, Item8.



Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

E) SCHEDULING

Field testing services will be provided on an “as requested” basis when scheduled by your representative. A minimum of 24-hour notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (214) 630-1078. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day.

Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor, so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

Scheduling Retests:

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

Additional Observation and Testing Services:

If you would like us to perform additional observation and testing services, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin additional Observation and testing services, you simply return a signed copy of the Supplemental agreement.

F) COMPENSATION

Based on the project information available for our review, we propose a budget estimate of **\$42,328.00.** Services provided will be based on the unit rates included in the attached Fee Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

Proposal for Construction Materials Testing Services

CDBG Street Reconstruction Project–Woodcrest Lane and Denton Street
Woodcrest Lane and Denton Street, Hutchins, Texas
August 14, 2026 ■ Terracon Proposal No. 1000042937

Section G, Item8.



For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day or outside of the normal hours of 6:00 a.m. to 8:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted.

A four-hour minimum charge is applicable to all trips made portal to portal (our laboratory) to provide our testing, observation and consulting services. A minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities and costs associated with re-tests, cancellations and stand-by time are not included in our estimated fee.

G) SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

H) TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

Proposal for Construction Materials Testing Services

CDBG Street Reconstruction Project–Woodcrest Lane and Denton Street
Woodcrest Lane and Denton Street, Hutchins, Texas
August 14, 2026 ■ Terracon Proposal No. 1000042937

Section G, Item8.

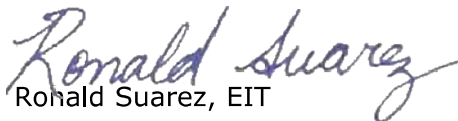


I) AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

Sincerely,
Terracon Consultants, Inc.
(Texas Registration No. F-3272)


Ronald Suarez, EIT
Staff Engineer


Christopher D. Lehman, P.E.
Senior Project Manager

Attachments:

- (1) Fee Estimate
- (2) Agreement for Services

**Fee Estimate****Materials Services****CDBG Street Reconstruction Project-Woodcrest Lane and Denton Street -DAL-26-Proposal
Terracon Proposal No. 1000042937**

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Project Administration						\$ 7,660.00
Project Management	\$ 185.00	20	hours	1	20	\$ 3,700.00
Project Quality Review	\$ 250.00	2	hours	1	2	\$ 500.00
Administration Support to be billed at 10% per invoice period (Project Support, Coordination, Dispatch, Finance, Project Close-out)						\$ 3,460.00
Earthwork Sample Pickups						\$ 675.00
Sample Pickup	\$ 225.00	1	each	3	3	\$ 675.00
Earthwork Testing						\$ 13,000.00
Soils Testing	\$ 75.00	5	hours	25	125	\$ 9,375.00
Nuclear Density Gauge	\$ 70.00	1	day	25	25	\$ 1,750.00
Vehicle Charge	\$ 75.00	1	each	25	25	\$ 1,875.00
Asphalt Testing						\$ 8,175.00
Asphalt Testing	\$ 80.00	5	hours	15	75	\$ 6,000.00
Nuclear Density Gauge	\$ 70.00	1	day	15	15	\$ 1,050.00
Vehicle Charge	\$ 75.00	1	each	15	15	\$ 1,125.00
Concrete Testing						\$ 4,600.00
Concrete Testing	\$ 70.00	4	hours	10	40	\$ 2,800.00
Concrete Testing (OT)	\$ 105.00	1	hours	10	10	\$ 1,050.00
Vehicle Charge	\$ 75.00	1	each	10	10	\$ 750.00
Concrete Sample Pickups						\$ 2,250.00
Sample Pickup	\$ 225.00	1	each	10	10	\$ 2,250.00
RCP Observations						\$ 1,185.00
Concrete Inspection	\$ 80.00	4	hours	3	12	\$ 960.00
Vehicle Charge	\$ 75.00	1	each	3	3	\$ 225.00
Laboratory Testing						\$ 4,783.00
Soils						\$ 3,295.00
Oversized Particle Correction	\$ 30.00	2	tests	1	2	\$ 60.00
Wash #200 Sieve (Soil)	\$ 50.00	5	tests	1	5	\$ 250.00
Using pH to Estimate Soil-Lime Proportion	\$ 300.00	2	tests	1	2	\$ 600.00
Laboratory Compaction Characteristics (Standard)	\$ 185.00	5	tests	1	5	\$ 925.00
Sieve Analysis	\$ 80.00	2	tests	1	2	\$ 160.00
Atterberg Limits (3pt.)	\$ 130.00	10	tests	1	10	\$ 1,300.00
Concrete						\$ 1,488.00
Compressive Strength (4x8 Cylinder)	\$ 31.00	48	tests	1	48	\$ 1,488.00
Estimated Fee						\$ 42,328.00

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Hutchins TX ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the CDBG Street Reconstruction Project-Woodcrest Lane and Denton Street -DAL-26-Proposal project ("Project"), as described in Consultant's Proposal dated 08/11/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **8/14/2026**

Name/Title: **Christopher D. Lehman, P.E. / Senior Project Manager**

Address: **8901 John W Carpenter Fwy Ste 100
Dallas, TX 75247**

Phone: **(214) 630-1010** Fax: _____

Email: **Chris.Lehman@terracon.com**

Client: **City of Hutchins TX**

By: _____ Date: _____

Name/Title: **Yibin Shao / City Engineer**

Address: **321 N Main St PO Box 500
Hutchins, TX 75141**

Phone: **(972) 225-6121** Fax: _____

Email: **yshao@cityofhutchinstx.gov**



STAFF REPORT

MEETING DATE:	September 8, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Blake Moore
AGENDA CAPTION:	DISCUSS AND CONSIDER A RESOLTION FOR THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTCHINS AND DALLAS COUNTY HEALTH AND HUMAN SERVICES FOR COORDINATED HEALTH SERVICES FOR THE FISCAL YEAR 2026-2027 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Presented by: Chief Building Official Blake Moore

Background Information

This Interlocal Agreement between the City of Hutchins and Dallas County Health and Human Services (DCHHS) is renewed on an annual basis and requires City Council approval. DCHHS desires to participate with the City of Hutchins to establish coordinated health services for residents of the City of Hutchins in order to promote the effectiveness of local public health services and goals. The Health Services to be performed by DCHHS include:

- Tuberculosis Control Services
- Sexually Transmitted Disease Control Services
- Communicable Disease Control Services
- Laboratory Services
- Immunizations
- Child Health Care
- High-risk infant case management; and
- Home visits

This agreement is renewed annually each fiscal year and is effective from October 1, 2026, through September 30, 2027.

Budget Implications

No Changes To Fee Schedule.

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends approval of an Interlocal Agreement for Public Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Hutchins for the period of October 1, 2026, through September 30, 2027.

Supporting Documentation and Attachments

1. Resolution for Dallas County ILA Coordinated Health Services FY 27
2. Exhibit A - Fee Schedule
3. Exhibit B - Annual Summary of Services
4. Exhibit C - Contract Cost by Category
5. Exhibit D - Total Contract Cost

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2026-09-1359**

A RESOLUTION OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTCHINS AND DALLAS COUNTY HEALTH AND HUMAN SERVICES FOR COORDINATED HEALTH SERVICES FOR FISCAL YEAR 2026-2027 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dallas County (“County”) has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and

WHEREAS, the City Council for the City of Hutchins, Texas (“City”) desires to participate with the County in establishing coordinated health services for City of Hutchins and Dallas County; and

WHEREAS, the County will operate certain health services for the residents of the City of Hutchins in order to promote the effectiveness of local public health services and goals (“Program”); and

WHEREAS, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and

WHEREAS, such cooperative effort serves and furthers the public purpose and benefits the citizens of the County as a whole; 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 into said Agreement for Health Services.

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

SECTION 1. The City Council of the City of Hutchins hereby approves the terms and conditions of the Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit “A”, with Dallas County Health and Human Services (“DCHHS”), pursuant to the authorities of the Texas Health and Safety Code Chapter 121, the Texas Government Code Chapter 791, and other applicable laws for health service to City; and the Mayor is hereby authorized, on behalf of the City of Hutchins, Texas to sign said Agreement.

SECTION 2. The Agreement is effective from October 1, 2026, through September 30, 2027, unless otherwise stated in the Agreement.

SECTION 3. All resolutions of the City of Hutchins heretofore adopted which are in conflict with the provisions of this resolution, and the same are hereby repealed, and all resolutions of the City of Hutchins not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 4. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 5. This resolution shall take effect immediately from and after its passage, and it is accordingly resolved.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS 8th DAY OF SEPTEMBER 2026.

APPROVED:

MARIO VASQUEZ, MAYOR

ATTEST:

CYNTHIA OLGUIN, CITY SECRETARY

EXHIBIT "A"

**INTERLOCAL AGREEMENT FOR COORDINATED HEALTH SERVICES
BETWEEN DALLAS COUNTY, TEXAS, ON BEHALF OF DALLAS
COUNTY HEALTH AND HUMAN SERVICES, AND THE CITY OF
HUTCHINS, TEXAS**

**FY2027 INTERLOCAL AGREEMENT FOR COORDINATED HEALTH SERVICES BETWEEN
DALLAS COUNTY, TEXAS by and on behalf of DALLAS COUNTY HEALTH & HUMAN
SERVICES,
and CITY OF HUTCHINS, TEXAS**

This **FY2027 INTERLOCAL COOPERATIVE AGREEMENT** (“**Agreement**”) is made and entered into by and between **DALLAS COUNTY**, a political subdivision of the State of Texas (“**County**”) and the **CITY OF HUTCHINS, TEXAS**, (“**Participant**”), each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials. **County** and **Participant** are collectively referred to herein as the “**Parties**” and individually referred to as a “**Party**.”

WHEREAS, County has offered to provide certain health services to the various cities throughout County on a contract for services basis; and

WHEREAS, Participant desires to participate with County in establishing coordinated health services between the Parties; and

WHEREAS, County will operate certain health services for the residents of Participant to promote the effectiveness of local public health services and goals (“**Program**”); and

WHEREAS, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and

WHEREAS, such cooperative effort serves and furthers the public purpose and benefits the citizens of County as a whole.

Now therefore, County, on behalf of Dallas County Health and Human Services (“**DCHHS**”), enters into this Agreement with Participant, pursuant to the authorities of Texas Health and Safety Code Chapter 121, Texas Government Code Chapter 791, and other applicable laws for health services to Participant.

I.
HEALTH SERVICES TO BE PERFORMED

1.1 County agrees to operate the Program, which will include the following health services:

- A. Tuberculosis Control Services:** providing preventive, diagnostic treatment, and epidemiological services;
- B. Sexually Transmitted Disease Control Services:** consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in

accordance with County policy;

- C. **Communicable Disease Control Services**: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of State Health Services (“DSHS”) in monitoring communicable diseases; and
- D. **Laboratory Services**: performing chemical, biological, and bacteriological analysis and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the control of communicable disease.

1.2 County further agrees to provide to Participant, in accordance with state and federal law, the following public health services:

- A. Immunizations;
- B. Child health care;
- C. High risk infant case management; and
- D. Home visits.

1.3 County also agrees to work with Participant to decentralize clinics and to plan and provide for desired services by Participant; however, any other services that Participant requests, in addition to the above-mentioned services, may result in additional fees to Participant, subject to the written agreement of the Parties.

1.4 County agrees to charge a sliding-scale fee based on ability to pay to all residents of every municipality, including Participant, within Dallas County. The fees charged by County for the services listed in this Agreement will be used to offset the Participant’s Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in **Exhibit A**, which is attached and incorporated herein by reference for all purposes.

1.5 County agrees that the level of service provided in the Program for Participant will not be diminished below the level of service provided to Participant for the same services in the prior Agreement Term except as indicated otherwise in this Agreement. For purposes of Section 1.6, level of service is measured by the number of patient visits and number of specimens examined. County will submit to Participant a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.

1.6 The possibility exists of reductions in state and federal funding to the Program that could result in curtailment or termination of services if not subsidized at the local level. County will notify Participant in writing of any amount of reduction, and any extent to which services will be curtailed or terminated as a result. The notice will also include a dollar amount that Participant may elect to pay to maintain the original level of services. Participant will notify County in writing no later than fourteen (14) calendar days after the date of

Participant’s receipt of the notice of funding reduction as to Participant’s decision to pay the requested amount or to accept the curtailment or termination of service. If Participant elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

II.
TERM

The Term of this Agreement shall be effective from October 1, 2026, through September 30, 2027, unless otherwise stated in this Agreement.

III.
BUDGET

3.1 County agrees to submit to Participant by July 31, 2027 a proposed budget describing the proposed level of services for the next Agreement Term;

3.2 For the Term of this Agreement, County agrees to provide the services listed in Section 1 of this Agreement at the level of services and for the amount stated in **Exhibits B, C, and D** which are attached and incorporated herein by reference for all purposes;

3.3 **Payment.** Participant shall pay to County the amount listed in Exhibit D, which is the agreed upon amount for Participant’s share of the total cost of the Program less federal and state funding.

3.4 In lieu of paying the actual dollar amount stated in this Agreement, Participant has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.

3.5 This Agreement is contingent upon Participant’s appropriation of funds, or ability to perform in-kind services as described in Section 3.4 of this Agreement, for the services set forth herein. In the event Participant fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

IV.
ASSURANCES

4.1 County shall operate and supervise the Program.

4.2 Nothing in this Agreement shall be construed to restrict the authority of Participant over its health programs or environmental health programs or to limit the operations or services of those programs.

4.3 Participant agrees to provide to or assist County in procuring adequate facilities to be used for the services under this Agreement. These facilities must have adequate space, waiting areas, heating, air conditioning, lighting, and telephones. None of the costs and maintenance expenses associated with these facilities shall be the responsibility of County, and County shall not be liable to Participant or any third party for the condition of the

facilities, including any premises defects.

4.4 Participant and County agree that other cities, towns, or municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.

4.5 Each Party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying Party.

V.
FINANCING OF SERVICES

5.1 The health services provided under this Agreement will be financed as follows:

- A.** Participant and County will make available to the Program all appropriate federal and state funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to increase.
- B.** Participant shall pay to County, or provide in-kind services, Participant's share of budgeted costs that exceed the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibits B, C, and D for the appropriate Agreement Term.
- C.** County shall bill Participant each month an amount equal to one-twelfth (1/12) of Participant's share of annual budgeted costs that exceed federal and state funding for the expenses of the preceding month.
- D.** Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Texas Government Code Chapter 2251.
- E.** Participant and County agree that no more than ten percent (10%) of Participant's cost of participating in the Program will be used for administration of the Program.

VI.
TERMINATION

6.1 **Without Cause:** This Agreement may be terminated in writing, without cause, by either Party upon thirty (30) calendar days prior written notice to the other Party.

6.2 **With Cause:** Either Party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other Party, for the following reasons:

- A.** Lack of, or reduction in, funding or resources;
- B.** Non-performance;

- C. The improper, misuse, or inept use of funds or resources directly related to this Agreement; or
- D. The submission of data, statements, and/or reports that are incorrect, incomplete, and/or false in any way.

6.3 With Cause; Termination by County. If County becomes subject to a state or federal legislative change, revocation of statutory authority, or lack of appropriated federal or state funds that would render County’s delivery or performance under this Agreement impossible or unnecessary, this Agreement may be terminated or canceled, either in whole or in part, and be deemed null and void, at County’s election.

VII.
RESPONSIBILITY

- 7.1** County and Participant agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct during performance of this Agreement, without waiving any governmental immunity available to County or Participant or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law.
- 7.2** Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.
INSURANCE

Participant and County agree that they will, during the Term of this Agreement, always maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. Participant and County will be responsible for their respective costs of such insurance, all deductible amounts in any policy and any denials of coverage made by their respective insurers.

IX.
ACCESS TO RECORDS RELEVANT TO PROGRAM

Participant and County agree to provide to the other, upon request, copies of the books and records relating to the Program. Participant and County further agree to give Participant and County health officials access to all Program activities. Both Participant and County agree to adhere to all applicable confidentiality provisions, including those relating to Human Immunodeficiency Virus (HIV) and Sexually Transmitted Disease (STD) information, as mandated by federal and state law, as well as by DSHS.

X.
NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the Party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days after the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

If to Participant:

Cynthia Olguin
City Secretary
P.O. BOX 500
Hutchins, Texas 75141

If to County:

Dr. Philip Huang, Director
Dallas County Health & Human Services
2377 N. Stemmons Freeway, LB 12
Dallas, Texas 75207-2710

and with a copy to:

Barbara S. Nicholas
Dallas County District Attorney's Office
Chief, Civil Division
500 Elm Street, Suite 6300
Dallas, Texas 75202

XI.
IMMUNITY

11.1 This Agreement is expressly made subject to County's and Participant's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws.

11.2 The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that Participant or County has by operation of law or otherwise.

11.3 Nothing in this Agreement is intended to benefit any third-party beneficiary

XII.
NO INDEMNIFICATION

COUNTY AND PARTICIPANT ACKNOWLEDGE AND AGREE THAT BOTH ARE PROHIBITED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION FROM

INDEMNIFYING EACH OTHER OR ANY THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.

XIII.
COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, Participant and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in the state and federal courts physically located in Dallas County, Texas.

XIV.
AMENDMENTS AND CHANGES IN THE LAW

13.1 No modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

13.2 Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

XV.
ENTIRE AGREEMENT

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the Parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

XVI.
BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

XVII.
GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, County and Participant agree to timely comply, without additional cost or expense to the other Party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision, or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

XVIII.
DEFAULT/CUMULATIVE RIGHTS/MITIGATION

- 17.1** In the event of a default by either Party, it is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action.
- 17.2** The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.
- 17.3** Both Parties have a duty to mitigate any damages.

XIX.
FISCAL FUNDING CLAUSE

- 18.1** Notwithstanding any provisions contained herein, the obligations of County and Participant under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto.
- 18.2** Participant and County shall have no right of action against the other Party in the event the other Party is unable to fulfill its obligations under this Agreement because of insufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future Agreement Terms.
- 18.3** In the event that County or Participant is unable to fulfill its obligations under this Agreement because of insufficient funding, or if funds become unavailable, each Party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other Party at the earliest possible time.

XX.
COUNTERPARTS, NUMBER, GENDER AND HEADINGS

- 19.1** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 19.2** Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

XXI.
PREVENTION OF FRAUD AND ABUSE

- 20.1** Participant and County shall establish, maintain, and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded

under this Agreement.

20.2 Any known or suspected incident of fraud or program abuse involving County or Participant’s employees or agents shall be reported immediately for appropriate action. Moreover, Participant and County warrant to be not listed on a local, county, state, or federal consolidated list of debarred, suspended, and ineligible contractors and grantees.

20.3 Participant and County agree that every person who as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each Party shall, upon notice by the other Party, refund their respective expenditures that are contrary to this Agreement.

XXII.
AGENCY/INDEPENDENT CONTRACTOR

21.1 County and Participant agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either Party other than under the terms of this Agreement.

21.2 County and Participant are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and Participant.

21.3 Participant and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

XXIII.
TEXAS PUBLIC INFORMATION ACT

22.1 Public Information Act. The Parties acknowledge and agree that they are subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the “Texas Public Information Act” (hereinafter “Public Information Act”). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads , County Employees, agents and representatives (hereinafter “County Requestors”) and Participant, its employees, board members, mangers, officers, agents, and representatives (the “Participant Requestors”) may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County Requestors or the Participant Requestors. It is further acknowledged and agreed that County Requestors and the Participant Requestors

have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. The Parties hereby release each other from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by the other or in the possession or knowledge of the other in compliance with a request under the Public Information Act, including or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

22.2 Any Public Information Act request received by County or Participant for documents related to this Agreement or any program undertaken pursuant to this Agreement shall be handled by the Party that received the Public Information Act request.

XXIV.
SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

XXV.
SIGNATORY WARRANTY

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of Participant or County, as the case may be.

[Signatures on Following Page]

[Rest of Page Intentionally Left Blank]

EXECUTED by the duly authorized Parties on the date written below:

DALLAS COUNTY, TEXAS

CITY OF HUTCHINS, TEXAS

CLAY LEWIS JENKINS
Dallas County Judge

MARIO VAZQUEZ
Mayor

Date: _____

Date: _____

RECOMMENDED BY:

PHILIP HUANG, MD, MPH
Executive Director, DCHHS

APPROVED AS TO FORM FOR DALLAS COUNTY*:

JOHN CREUZOT
DISTRICT ATTORNEY

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

STEPHEN SIBLEY
Assistant District Attorney

Date: _____

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

FEE SCHEDULE

EXHIBIT A

Section G, Item9.

SEXUAL HEALTH CLINIC

Initial Office Visits	\$35/visit
Medical Records Copies	\$12 each

TUBERCULOSIS CLINIC

TB Testing-Level I (Skin Test)	\$45/Visit
TB Testing-Level II (IGRA)	\$55 each
Chest X-Ray Copies	\$12 each

LABORATORY

GC Culture	\$14 each
GEN Probe GC/CT Combo	\$15 each
Trichomonas Testing	\$17 each
HIV 1&2 Test	\$15 each
HIV Test - Rapid	\$20 each
MTB Testing for TB	\$85 each
TB Culture & Concentration	\$25 each
TB Identification	\$15 each
TB Susceptibility	\$31 each
TB Acid Fast Stain	\$8 each
HIV-1 Quant Viral Load	\$45 each
Hepatitis C Virus Quant	\$45 each
Hepatitis B Surface Antigen Screen	\$25 each
Hepatitis B Core Antibody	\$30 each
Hepatitis B Early Antigen	\$25 each
Hepatitis B Surface Antibody, Qual	\$40 each

NURSING SERVICE

Hepatitis A Havrix*	\$100/Injection
Hepatitis B (Heplisav)***	\$150/Injection
Hepatitis B Vaccine*	\$75/Injection
Pneumococcal (Capvaxive)	\$335/Injection
Twinrix*	\$140/Injection
Rabies (PE)	\$460/Injection
IPV	\$70/Injection
Adacel (Pertusis) (Tdap)	\$65/injection
HIB	\$35/injection
Japanese Encephalitis	\$410/Injection
Typhoid (Polysaccharide)	\$180/Injection
Typhoid (Oral)	\$140/ box
Yellow Fever Vaccine	\$280/Injection
Boostrix Vaccine*(Tdap)	\$65/Injection
MMR*	\$150/Injection
MMRV***	\$320/Injection
Influenza Vaccine	\$40/Injection
Influenza (High Dose)	\$85/Injection
Rabies Administrative Fee/	
Serves State Vaccine	\$25 each
Foreign Travel Office Visit	\$25/Visit
TD*	\$60/Injection
COVID Vaccine (Adults)	\$155/Injection
COVID Vaccine (Pediatrics)	\$145/Injection

Titer Blood Test Fees:

Measles AB IGG, EIA	\$55 each
Mumps Virus IGG, EIA	\$55 each
Rubella IGG, EIA	\$55 each
MMR (IGG) Panel	\$165 each
Rabies	\$100 each
Hep B Surface AB QN	\$55 each
VZV (Varicella) IGG	\$60

INFECTIOUS DISEASES

Non-Contagious Disease Certification Letter \$20 each

Comprehensive TB Evaluation & Treatment (Incl. Chest X-ray) \$80 each

Pregnancy Test	\$20 each
Urinalysis	\$15 each
Dark Field	\$16 each
Herpes Culture	\$38 each
Herpes Type 1 & 2 Serology	\$50 each
Residual Clinical Specimens	\$5 each
Creatinine (Jaffee, Urine)	\$20 each
Creatinine (Enzymatic, Serum)	\$25 each
Complete Metabolic Panel 12+8AC	\$25 each
Drug Screen (Presumptive)	\$25 each
Hepatitis C Virus Antibody	\$15 each
Herpes Type 1 & 2 RNA	\$27 each
Mycoplasma Genitalium	\$20 each

Meningococcal (MCV4)*	\$185/Injection
Meningococcal (Penbraya)	\$255/Injection
Meningococcal (Penmenvay)	\$265/Injection
Shingrix	\$265/Injection
Hepatitis A (Pediatric)	\$55/Injection
Hepatitis B (Pediatric)	\$40/Injection
RSV Vaccine (Arexvy)	\$335/Injection
DTaP (Daptacel)	\$50/Injection
DTap-HepB-IPV	\$100/Injection
Rotavirus	\$125/Injection
Dtap IPV Hib Hep B (Vaxelis)***	\$175/Injection
PCV20 (PRENVAR)***	\$390/Injection
Meningitis B (Trumemba)***	\$230/Injection
RSV Beyfortus (Pediatric)***	\$590/Injection
Cholera***	\$310/Injection
Flublok***	\$90/Injection
Pneumococcal(PCV23)**	\$140/Injection
Varivax**	\$190/Injection
Gardasil (HPV)**	\$360/Injection
Pneumococcal (PCV15)	\$270/Injection
Enflonsia (RSV monoclonal ant. B)	\$505/Injection
Smallpox and Mpox Live vaccine	\$305/Injection

Communicable Disease Program:

Hepatitis A/B/C Screening General \$35/Test
Hepatitis A/B/C Screening Qualified \$10/Test

Immunization/VFC Program:

Immunization Record	\$12 each
Translated Immunization Record	\$30 each
Foreign Travel Yellow Card	\$5 each

Note: (1)*Vaccines marked with asterisks are part of the Adult Safety Net Program (ASNPN). Clients eligible to receive through the ASNPN will be charged a fee of \$15/shot. Effective August 1, 2023 ASNPN no longer offered pneumococcal, varicella and human papillomavirus vaccines.
(2)** Vaccines marked with double asterisks will be offered through DCHHS' Charity Care Program. Clients eligible to receive these vaccines must be at the 400% FPL and will be required to provide income documentation.
(3)*** Vaccines marked with triple asterisks are offered at Garland Public Health Clinic only.

ENVIRONMENTAL HEALTH

Septic Tank Inspection	\$310/Commercial/Business 260/Residential	Day Care Center Inspections	\$3/per child
Septic Tank Re-inspection	\$60/Residential	Day Care Re-inspection	\$50/establishment
Expedited Septic Tank Inspection Fee	\$110/Commercial \$100	Expedited Day Care Inspections	\$50/\$3 per child
Annual Group Home Inspection	\$50	Expedited Day Care Inspections	\$50/\$3 per child
Funeral Home Inspection	\$200	Foster Care Home Inspection	\$25/establishment
FHA, VA, Conventional Loans	\$125/Licensed \$150/Unlicensed	Foster Care Home Re-Inspection	\$15/establishment
Half-Way Houses & Boarding Homes, Residential	\$75/plus \$25 for each additional unit on site	Expedited Foster Care Inspection	\$50/establishment
Sub-division Plat Approval	\$200/Residential \$150/Commercial	School Inspection	\$150/establishment
Water Sample	\$50	Food Handler Class	\$15/per person
Mosquito Testing	\$35	Food Mgr. Cert. Program	\$100/per person
Mosquito Spraying for Non-Contracting Cities	\$55/per mile	Food Manager Re-certification	\$50/Test
Animal Control/Quarantine	\$7/per day	Food Mgr. Cert. Retesting	\$50/per person
Animal Control/Vicious Animal	\$12/per day	W/Multiple Test Sites	
Annual Public Pool & Spa Permit Fee	\$315/establishment	Temporary Food Permit	\$52/Single Event \$200/Multiple Events
Pool Plan Review & Opening Inspection Fee	\$200/establishment		
Late Pool Inspection Fee	\$105/establishment		
Application for Inspection	\$150/Per Application		
Food Establishment Inspection – Category A	\$258//establishment		
Food Establishment Inspection – Category B	\$515/establishment		
Food Establishment Inspection – Category C	\$773/establishment		
Food Establishment Inspection Amendment – Category A	\$125/establishment		
Food Establishment Inspection Amendment – Category B	\$250/establishment		
Food Establishment Inspection Amendment – Category C	\$375/establishment		

Note: 1) # Indicates \$10 charge for State fee

2) The food establishment and mobile food unit inspection fees were changed in accordance with Senate Bill 1008, effective September 1, 2025

3) Food Establishment - Category A: Any food establishment that has annual gross volume of food sales between \$0 - \$49,999.99

4) Food Establishment - Category B: Any food establishment that has annual gross volume of food sales between \$50,000 - \$149,999.99

5) Food Establishment - Category C: Any food establishment that has annual gross volume of food sales between \$150,000 or more

CHRONIC DISEASE PREVENTION PROGRAM

Fresh Produce – Tier A	\$0.50	Fresh Produce – Tier F	\$2.50
Fresh Produce – Tier B	\$0.75	Fresh Produce – Tier G	\$3.00
Fresh Produce – Tier C	\$1.00	Fresh Produce – Tier H	\$4.00
Fresh Produce – Tier D	\$1.50	Fresh Produce – Tier I	\$5.00
Fresh Produce – Tier E	\$2.00	Produce Box (Discounted)	\$10.00
Produce Box (General)	\$15.00		

*Refer to Appendix A for items included in Tier A through I. Produce boxes are assorted packages of fruits and vegetables.

When making a payment online, please allow 3 to 6 business days for your payment to process with the department.

Online convenience fees are charged and collected by the card processor and are non-refundable:

Please verify all payment information entered is correct before proceeding with payment.

Fees for processing are below:

Credit Card Fee = 2.08% of amount charged (minimum of \$1.00)

Debit Card Fee = \$1.95 per transaction

Dallas County Health and Human Services
Annual Summary of Services
January 1, 2025 thru December 31, 2025

Exhibit B

	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases
Municipality				
Addison	\$ 32	114	2,976	149
Balch Springs	\$ 320	126	2,967	75
Carrollton	\$ 712	258	3,960	210
Cedar Hill	\$ 117	270	6,134	248
Cockrell Hill	\$ 1	9	4,067	72
Coppell	\$ 92	69	3,304	197
Dallas	\$ 15,593	9,346	96,435	34,913
Desoto	\$ 412	305	3,233	256
Duncanville	\$ 256	203	1,726	208
Farmers Branch	\$ 186	87	6,961	231
Garland	\$ 2,444	780	13,224	1,179
Glenn Heights	\$ 51	103	1,919	11
Grand Prairie	\$ 983	506	11,295	1,201
Highland Park	\$ -	6	5,659	22
Hutchins	\$ 139	49	6,559	21
Irving	\$ 3,057	908	9,166	886
Lancaster	\$ 327	364	7,398	732
Mesquite	\$ 1,467	566	8,780	583
Richardson	\$ 493	255	2,619	550
Rowlett	\$ 409	141	2,069	200
Sachse	\$ 425	29	444	141
Seagoville	\$ 817	63	2,671	47
Sunnyvale	\$ 105	19	45	93
University Park	\$ -	3	635	43
Wilmer	\$ 16	42	4,499	13
Out of County	\$ 812	2,244	295	4,562
Total	29,266	16,865	209,040	46,843

Dallas County Health and Human Services

Contract Cost by Category

FY2027

Exhibit C**Municipality**

	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases	FY '27 Contract Total
Addison	\$ 3,511	\$ 22,137	\$ 65,642	\$ 3,340	\$ 2,500
Balch Springs	\$ 35,112	\$ 24,467	\$ 65,444	\$ 1,681	\$ 9,377
Carrollton	\$ 78,124	\$ 50,100	\$ 87,347	\$ 4,707	\$ 23,823
Cedar Hill	\$ 12,838	\$ 52,430	\$ 135,299	\$ 5,559	\$ 2,498
Cockrell Hill	\$ 110	\$ 1,748	\$ 89,707	\$ 1,614	\$ 1,011
Coppell	\$ 10,095	\$ 13,399	\$ 72,877	\$ 4,416	\$ 3,131
Dallas	\$ 1,710,936	\$ 1,814,865	\$ 2,127,087	\$ 782,600	\$ 1,754,252
Desoto	\$ 45,207	\$ 59,227	\$ 71,311	\$ 5,738	\$ 17,620
Duncanville	\$ 28,089	\$ 39,420	\$ 38,071	\$ 4,662	\$ 11,273
Farmers Branch	\$ 20,409	\$ 16,894	\$ 153,540	\$ 5,178	\$ 6,856
Garland	\$ 268,167	\$ 151,465	\$ 291,685	\$ 26,428	\$ 80,156
Glenn Heights	\$ 5,596	\$ 20,001	\$ 42,328	\$ 247	\$ 574
Grand Prairie	\$ 107,859	\$ 98,258	\$ 249,136	\$ 26,921	\$ 38,854
Highland Park	\$ -	\$ 1,165	\$ 124,822	\$ 493	\$ 132
Hutchins	\$ 15,252	\$ 9,515	\$ 144,673	\$ 471	\$ 3,149
Irving	\$ 335,428	\$ 176,321	\$ 202,176	\$ 19,860	\$ 81,906
Lancaster	\$ 35,880	\$ 70,684	\$ 163,179	\$ 16,408	\$ 12,106
Mesquite	\$ 160,966	\$ 109,909	\$ 193,662	\$ 13,068	\$ 31,608
Richardson	\$ 54,094	\$ 49,517	\$ 57,768	\$ 12,329	\$ 23,756
Rowlett	\$ 44,877	\$ 27,380	\$ 45,636	\$ 4,483	\$ 4,925
Sachse	\$ 46,633	\$ 5,631	\$ 9,793	\$ 3,161	\$ 362
Seagoville	\$ 89,645	\$ 12,234	\$ 58,915	\$ 1,054	\$ 6,440
Sunnyvale	\$ 11,521	\$ 3,690	\$ 993	\$ 2,085	\$ 99
University Park	\$ -	\$ 583	\$ 14,006	\$ 964	\$ 48
Wilmer	\$ 1,756	\$ 8,156	\$ 99,235	\$ 291	\$ 2,597
Out of County	\$ 89,096	\$ 435,754	\$ 6,507	\$ 102,261	\$ 77,142

Total

\$ 3,211,200	\$ 3,274,951	\$ 4,610,840	\$ 1,050,020	\$ 2,196,195
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Dallas County Health and Human Services

Total Contract Costs

FY2027

Exhibit D

Municipality

Addison	\$ 2,500
Balch Springs	\$ 9,377
Carrollton	\$ 23,823
Cedar Hill	\$ 2,498
Cockrell Hill	\$ 1,011
Coppell	\$ 3,131
* Dallas	\$ 1,754,252
* Desoto	\$ 17,620
* Duncanville	\$ 11,273
Farmers Branch	\$ 6,856
* Garland	\$ 80,156
Glenn Heights	\$ 574
Grand Prairie	\$ 38,854
Highland Park	\$ 132
Hutchins	\$ 3,149
Irving	\$ 81,906
Lancaster	\$ 12,106
* Mesquite	\$ 31,608
* Richardson	\$ 23,756
* Rowlett	\$ 4,925
* Sachse	\$ 362
* Seagoville	\$ 6,440
Sunnyvale	\$ 99
University Park	\$ 48
Wilmer	\$ 2,597
* Out of County	\$ 77,142

Total

\$ 2,196,195

*Non-contracting



STAFF REPORT

MEETING DATE: September 8, 2026

MEETING TYPE: City Council

SUBMITTED BY: Blake Moore

AGENDA CAPTION: DISCUSS AND CONSIDER A RESOLUTION FOR THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTCHINS AND DALLAS COUNTY HEALTH AND HUMAN SERVICES FOR FOOD ESTABLISHMENT INSPECTIONS AND ENVIRONMENTAL HEALTH SERVICES FOR THE FISCAL YEAR 2026-2027 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

Presented by: Chief Building Official Blake Moore

Background Information

This Interlocal Agreement between the City of Hutchins and Dallas County Health and Human Services is renewed on an annual basis and requires City Council approval. This Agreement consists of two parts: Food Establishment Inspections: As indicated in this Agreement, Dallas County will perform a minimum of two inspections for each food establishment and any additional follow-up inspections. The City will collect and submit to Dallas County a minimum of \$210 from each food establishment for the first two inspections and \$105 for each additional follow-up inspection. All inspections will be made by a Registered Professional Sanitarian employed by Dallas County Health and Human Services. Environmental Health Services: Additionally, this Agreement also addresses environmental health services. Upon written request from the City, County will respond to vector and/or mosquito control complaints. Ground application services will include spraying for adult mosquitoes and treating standing water.

This agreement is renewed annually each fiscal year and is effective from October 1, 2026, through September 30, 2027.

Budget Implications

No Changes To Fee Schedule.

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends approval of an Interlocal Agreement between the City of Hutchins and Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for Fiscal Year 2026-2027.

Supporting Documentation and Attachments

1. Resolution for Dallas County ILA -Food Establishment Agreement FY27

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2026-09-1360**

A RESOLUTION OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTCHINS AND DALLAS COUNTY HEALTH AND HUMAN SERVICES FOR FOOD ESTABLISHMENT INSPECTIONS AND ENVIRONMENTAL HEALTH SERVICES FOR THE FISCAL YEAR 2026-2027 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Hutchins, Texas desires to enter into an Interlocal Agreement with Dallas County for Food Establishment Inspections and Environmental Health Services ("Agreement"); and

WHEREAS, pursuant to said Agreement, Dallas County will perform, on behalf of the City, food establishment inspections; and

WHEREAS, all inspections will be made by a Registered Professional Sanitarian employed by Dallas County Health and Human Services Department ("DCHHS"), in compliance with all state laws and regulations promulgated by the Texas Board of Health; and

WHEREAS, Dallas County further agrees to provide ground mosquito spraying and/or aerial mosquito spraying for the City, in exchange for the City's payment of its proportionate share of costs; 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 into said Agreement for Food Establishment Inspections and Environmental Health Services.

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

SECTION 1. The Hutchins City Council hereby approves the terms and conditions of the Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", with Dallas County for Food Establishment Inspections and Environmental Health Services, and the Mayor is hereby authorized, on behalf of the City of Hutchins, Texas to sign said Agreement.

SECTION 2. The Agreement is effective from October 1, 2026, through September 30, 2027, unless otherwise stated in the Agreement.

SECTION 3. All resolutions of the City of Hutchins heretofore adopted which are in conflict with the provisions of this resolution, and the same are hereby repealed, and all resolutions of the City of Hutchins not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 4. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 5. This resolution shall take effect immediately from and after its passage, and it is accordingly resolved.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THE 8TH DAY OF SEPTEMBER 2026.

APPROVED:

MARIO VASQUEZ, MAYOR

ATTEST:

CYNTHIA OLGUIN, CITY SECRETARY

STATE OF TEXAS § INTERLOCAL AGREEMENT FOR FOOD
 § ESTABLISHMENT INSPECTION AND
 § ENVIRONMENTAL HEALTH SERVICES BETWEEN
 § DALLAS COUNTY, ON BEHALF OF DALLAS
 § COUNTY HEALTH AND HUMAN SERVICES, AND
COUNTY OF DALLAS § CITY OF HUTCHINS

SECTION 1: PARTIES

This Interlocal Agreement (“**Agreement**”) is made by and between the City of HUTCHINS, Texas (“**City**”), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (the “**County**” or “**DCHHS**”), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and Texas Health and Safety Code Chapter 121, Local Public Health Reorganization Act, along with Title 25 Texas Administrative Code, Part 1, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City’s jurisdiction and other environmental health services to City. The County or the City may hereinafter be referred to individually as a “**Party**”, or collectively, as the “**Parties**”.

SECTION 2: TERM

The term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2027, unless otherwise stated in this Agreement (“**Term**”).

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

- A. The City shall be responsible for the administration of the permit for each food service establishment, retail food store, and temporary food service establishment, as defined by Texas Health and Safety Code Chapter 437, (hereinafter a “**Food Establishment**”).
- B. The County will perform a minimum of two (2) risk-based inspections (one every six months), during the Term, of each Food Establishment for which the City has submitted an inspection request and for which a fee has been collected from the said Food Establishment for the inspection.
- C. Additional follow-up inspections will be performed as deemed necessary by the County.
- D. All fees contemplated within this Agreement must be in compliance with Texas Health and Safety Code Section 437.0126.
- E. Any additional request for follow-up inspections by the City of Food Establishments, including Food Establishments that are closed due to non-compliance with the state and other applicable rules and regulations may be charged additional fees, if permitted by law.
- F. Each Food Establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations.
- G. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

- A. The City will collect and submit to the County a fee of Two Hundred and Ten and 00/100 Dollars (\$210.00) per Term for each Food Establishment to be inspected.
- B. The City will collect One Hundred and Five 00/100 Dollars (\$105.00) to be paid to the County for a re-opening or inspection fee of a Food Establishment that has been closed due to non-compliance with Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.
- C. The fees are not subject to change without notice and agreement by the City. If additional costs are associated with the services under this Agreement, County will notify City of those additional costs and invoice the City separately for those additional costs.
- D. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES

- A. Upon written request from City, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes (“adulticiding”), and treating standing water with larvicide (“larvaciding”).
- B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County’s emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:
- 1)

Indicate the areas and amount of acres to be sprayed; and
- 2)

Pay the City’s proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

SECTION 6: RECORDS

The County will keep a copy of all Food Establishment (and environmental health service, if applicable) inspection reports and will on a monthly basis send such inspection reports to the City. If either Party receives a third-party request for inspection records, the receiving Party will respond in accordance with Texas Government Code, Chapter 552, also known as the “Texas Public Information Act,” including providing the other Party with notice and an opportunity to respond to the request by notifying the Texas Attorney General.

SECTION 7: TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either Party upon thirty (30) days’ prior written notice to the other Party.
- B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

- 1) Lack of, or reduction in, funding or resources;
- 2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;
- 3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;
- 4) The City's improper, misuse or inept use of funds or resources; and/or
- 5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

SECTION 8: CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City/Town ordinance that provides for the inspection of Food Establishments by a Registered Professional Sanitarian. The City may require the payment of a fee(s) by each Food Establishment, and all fees must be compliance with Senate Bill 1008, Acts of the 89th Texas Legislature, 2025. Ordinance enforcement shall remain the responsibility of the City.

SECTION 9: INDEMNIFICATION

A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.

B. The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.

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

D. This Section 9 shall survive termination, expiration, or suspension of this Agreement.

E. THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO COUNTY'S SOVEREIGN IMMUNITY AND THE CITY'S GOVERNMENTAL IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE COUNTY OR CITY HAS BY OPERATION OF LAW. NOTHING IN THIS

AGREEMENT IS INTENDED TO BENEFIT ANY THIRD-PARTY BENEFICIARY.

SECTION 10: INSURANCE

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that the City's insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

SECTION 11: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

<u>COUNTY</u>	<u>CITY OF HUTCHINS</u>
Clay Lewis Jenkins, County Judge	Cynthia Olguin
Dallas County	City Secretary
500 Elm Street, Suite 7000	P.O. BOX 500
Dallas, Texas 75202	Hutchins, Texas 75141

With copy to:

Philip Huang, Director DCHHS
2377 N Stemmons Fwy #800
Dallas, TX 75207

And to:

Dallas County District Attorney – Civil Division
500 Elm Street, Suite 6300
Dallas, Texas 75202

SECTION 12: MISCELLANEOUS PROVISIONS

12.1 ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the Parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

12.2 COUNTERPARTS, NUMBER/GENDER, AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement

12.3 SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

12.4 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting Party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

12.6 GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to City’s and County’s Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.

12.7 COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

12.8 RELATIONSHIP OF PARTIES

Each Party is an independent contractor and not an agent, servant, joint enterprise, joint venture or employee of the other Party.

12.9 CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

12.10 ASSIGNMENT

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City’s interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County’s duties to perform this Agreement is subject to formal approval by the _____ City Council.

12.11 CONTINUING OBLIGATIONS

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

12.12 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Party written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance

shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

12.13 BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

12.14 SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the Parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

EXECUTED THIS _____ DAY OF _____ 2026. (“Effective Date”)

FOR DALLAS COUNTY:

FOR CITY:

BY: _____
Clay Lewis Jenkins
County Judge

BY: _____
Mario Vazquez
Mayor

DATE: _____

DATE: _____

Recommended:

Recommended (CITY):

BY: _____
Dr. Philip Huang
Director, DCHHS

BY: _____
NAME
Title: TITLE

Approved as to Form for Dallas County*:

Approved as to Form (CITY):

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

BY: _____
NAME
Title: TITLE

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

BY: Rebecca L. Lundberg
Assistant District Attorney

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