



**CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA**

**Monday, February 17, 2025 at 6:30 PM
City Hall, 321 N. Main Street**

Pursuant to Section 551 of the Texas Government Code, notice is hereby given of a Regular Meeting of the Hutchins City Council to be held on Monday, February 17, 2025, at 6:30 PM located at Hutchins City Hall Council Chambers, 321 N. Main Street, Hutchins, Texas, at which time the following items will be discussed and considered.

City Council Members

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

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

D. 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.*

E. PRESENTATIONS

1. Gateway Apartment Updates Presented by Bowie Wynne

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

2. Discuss and consider approval of Battery Operated Vehicle Extrication Equipment. Presented by Stacey Hickson, Fire Chief

3. Discuss and consider RESOLUTION R2025-02-1240 of the CITY COUNCIL of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE AGREEMENT WITH GARVER, INC. FOR WATER SYSTEM MASTER PLAN UPDATE. Presented by: Mamun Yusuf, Director of Public Works

4. Discuss and consider Resolution R2025-02-1241 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY AND DUNAWAY ASSOCIATES, LLC FOR PROFESSIONAL SERVICES REGARDING UPDATING THE ZONING AND SUBDIVISION ORDINANCES IN AN AMOUNT NOT TO EXCEED \$75,000; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Katherine Lindsey, Assistant to the City Administrator
5. Discuss and consider Ordinance 2025-02-1204 OF THE CITY OF HUTCHINS, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5 TITLED "FIRE PREVENTION AND PROTECTION" BY ADDING A NEW ARTICLE 5.05 TITLED "FIRE ALARM PERMITS"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Stacey Hickson, Fire Chief
6. Discuss and consider Ordinance 2025-02-1205 OF THE CITY OF HUTCHINS, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A TITLED "FEE SCHEDULE" BY AMENDING ARTICLE A13.000 TITLED "UTILITIES" BY AMENDING DIVISION 4 TITLED "WATER AND SEWER CHARGES" BY AMENDING SECTION A13.095 TITLED "WATER RATES" AND BY AMENDING SECTION A13.098 TITLED "SEWER RATES AND CHARGES" BY AMENDING THE WATER AND SEWER RATES PREVIOUSLY ADOPTED BY ORDINANCE NO. 2019- 1086; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Maria Joyner, Director of Finance
7. Discuss and consider Resolution R202-02-1242 AUTHORIZING THE CITY ADMINISTRATOR OR CITY ADMINISTRATOR'S DESIGNEE TO APPLY FOR THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (SLCGP) FOR THE 2025-2026 FISCAL YEAR. Presented by: Katherine Lindsey, Assistant to the City Administrator
8. Discuss and consider Resolution No. R2025-02-1243 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 THE FISCAL YEAR 2024-2025 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: Tim Rawlings, Building Official
9. Consideration of Resolution R2025-02-1244 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 2023-2024 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 Tim Rawlings, Building Official

G. ITEMS OF COMMUNITY INTEREST

10. Planning and Zoning Commission Meeting, Monday, February 24, 2025, at 6:00 p.m., City Hall Council Chamber, 321 N. Main St. Hutchins.

City Council Meeting, Monday, March 3, 2025, at 6:30 p.m., City Hall Council Chamber, 321 N. Main St., Hutchins.

Parks and Recreation Board Meeting, Tuesday, March 4, 2025, at 6:30 p.m., City Hall Council Chamber, 321 N. Main St., Hutchins.

Keep Hutchins Beautiful Board Meeting, Tuesday, March 11, 2025, at 6:00 p.m., City Hall Council Chamber, 321 N. Main St., Hutchins.


Last day to register to Vote: Thursday, April 3, 2025 (On May 3, 2025 General Election)

Monday, January 1, 2025 - Tuesday, April 22, 2025: Period to deliver Application for a Ballot by Mail at the Dallas County Elections Office.

H. ADJOURN

CERTIFICATION

I certify that a copy of the February 17, 2025, agenda of items to be considered by the Hutchins City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website www.cityofhutchins.org, in accordance with Chapter 551 of the Texas Government Code. Posted on Friday, February 14, 2025, before 6:00 p.m.


Cynthia Olguin
City Secretary



ACCESSIBILITY STATEMENT

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



STAFF REPORT

MEETING DATE:	2/17/2025
MEETING TYPE:	CITY COUNCIL
SUBMITTED BY:	S. HICKSON
AGENDA CAPTION:	Discus and consider approval of Battery Operated Vehicle Extrication Equipment. Presented by Stacey Hickson, Fire Chief

Background Information: Requesting to purchase battery-operated vehicle extrication equipment. This equipment will help us be more efficient when extricating victims from being pinned in a vehicle following a major accident.

Budget Implications \$44,465.34.

Operational Impact Will help us be more efficient with vehicle extractions during an emergency response.

Legal Review N/A

Staff Recommendation Staff recommends approval of purchase.

Supporting Documentation and Attachments Attached



Siddons-Martin Emergency Group
 3500 Shelby Lane
 Denton, TX, 76207
 USA
 Phone: (940) 315-4948

Section F, Item2.

ESTIMATE

DO NOT PAY

Customer Info:
 Hutchins, City of (TX)
 P.O. Box 500
 Hutchins, TX, 75141
 USA

Document Info:
 Quote #: 700-0022042
 Taken By: Jacob Ventrca
 Expiration Date: 01/19/2025

Item #	Description	Quantity / Unit	Unit Price	Amount
252717	PSP40 SPREADER NEXT-GEN PENTHON SERIES HOL-159.000.226	1.00 / EA	14,055.99	14,055.99
252716	PCU50 CUTTER NEXT-GEN PENTHON SERIES HOL-159.000.224	1.00 / EA	13,630.81	13,630.81
252720	PTR50 TELESCOPIC RAM NEXT-GEN PENTHON SERIES HOL-159.000.227	1.00 / EA	11,559.64	11,559.64
160978	CHARGER PBCH2 115 VOLT HOL-151.000.742	2.00 / EA	606.37	1,212.74
160972	PBPA287 BATTERY HOL-151.000.583	4.00 / EA	914.04	3,656.16
300056	FREIGHT FREIGHT	1.00 / EA	350.00	350.00

Total of All Services

Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$44,115.34	Sublet total	\$0.00
Freight total	\$ 350.00	Core charges	\$0.00
		Sales tax	\$0.00

Total: \$44,465.34



STAFF REPORT

MEETING DATE:	February 17, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Mamun Yusuf
AGENDA CAPTION:	Discuss and consider RESOLUTION R2025-02-1240 of the CITY COUNCIL of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE AGREEMENT WITH GARVER, INC. FOR WATER SYSTEM MASTER PLAN UPDATE. Presented by: Mamun Yusuf, Director of Public Works

Background Information

Staff received a proposal from Garver, Inc. to update the water system master plan for a fee in the amount of \$186,413.00. The water system master plan update will include population projections, hydraulic model updates and planning evaluations. The final report will provide an updated capital improvement plan (CIP) for water facilities. Cost estimates, timelines and additional justification for water infrastructure projects will be documented in the final report.

Budget Implications

\$186,413.00

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommend approving resolution R2025-02-1240

Supporting Documentation and Attachments

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2025-02-1240**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING THE PROPOSAL RECEIVED TO ASSIST THE CITY IN ENGINEERING SERVICES TO UPDATE WATER MASTER PLAN; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GARVER, INC, IN AN AMOUNT NOT TO EXCEED \$161,530.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City accepted the proposal for engineering services to update Water System Master Plan (“the “Project”); and

WHEREAS the City has accepted the proposal of Garver, Inc. for the Project; and

WHEREAS the City Council of the City of Hutchins finds it in the best interest to the residents and businesses of the City of Hutchins to accept the proposal of Garver, Inc, for the Project in an amount not to exceed \$161,530.00.

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

SECTION 1. The City, acting through its governing body, hereby confirms that it accepts the proposal received by the City’s Department of Public Works on February 05, 2025.

SECTION 2. The City, acting through its governing body, hereby confirms that it awards the Project to Garver, Inc, at the submitted proposal of \$161,530.00 as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 4. For and on behalf of the City Council, the City Administrator is hereby authorized to negotiate and execute a contract with Garver, Inc., in the amount not to exceed \$161,530.00 for the Project.

SECTION 5. 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 17th day of February 2025.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT "A"
Garver, Inc. Proposal



EXHIBIT A SCOPE OF SERVICES

GENERAL

The scope of services is for the development of a Water Master Plan Update for the City of Hutchins, Texas (Owner). This Water Master Plan Update generally includes population projections, hydraulic model updates, and planning evaluations needed provide the City with an updated capital improvement plan (CIP) for water facilities. Cost estimates, timelines, and additional justification for water infrastructure projects will be documented in the final report.

ASSUMPTIONS

In developing the scope of work and associated level of effort discussed in this proposal, Garver has made the assumptions outlined below.

1. Garver will update the Owner's existing water distribution system hydraulic model in Autodesk InfoWater Pro software. The existing hydraulic model is skeletonized, but the updated hydraulic model will be an "all pipes" hydraulic model.
2. Garver will conduct the following meetings over the course of the master plan update:
 - a. Virtual Project Kickoff Meeting
 - b. Site Visit (tour all water facilities owned and operated by City of Hutchins)
 - c. Virtual Population Projection and Water Demand Updates Meeting
 - d. Virtual Hydraulic Model Update Workshop
 - e. Virtual CIP Workshop
 - f. Decisions and comments made in the workshops will be included in the meeting minutes to be sent out electronically following each workshop.
3. The Owner has record drawings for all water facilities and operation and maintenance manuals for significant equipment (pumps, control valves, etc.).
4. The Owner or wholesale water provider has monthly customer billing data in a tabular format (.csv or Excel file) for at least the last ten years.

SCOPE OF WORK

The Water Master Plan Update is to be comprised of the following tasks, which are described in detail in the following sections:

1. Project Administration
2. Data Collection and Analysis
3. Population and Water Demand Projections
4. Hydraulic Model Update
5. CIP Development and Water Maser Plan Report



TASK 1 – PROJECT ADMINISTRATION

Garver will complete the following project administration tasks over the duration of the project:

1. Garver will attend one virtual kick-off meeting to discuss project objectives, internal and external team, lines of communication, and schedule.
2. Garver will prepare and provide monthly invoices and progress/status reports to support monthly billings.

TASK 2 – DATA COLLECTION AND ANALYSIS

Garver will coordinate with the Owner to obtain the necessary historical information for use in execution of this project. Garver will complete the following items related to this task.

1. Garver will prepare a memorandum to request the information required to develop the Water Distribution System Master Plan. The initial data request to the Owner will include but not be limited to:
 - a. Existing and future water service Areas
 - b. Water system record drawings (for all facilities and pipelines)
 - c. Pump curves
 - d. Annual and monthly wholesale water purchase records for the last ten (10) years
 - e. GIS data for parcels, zoning, and existing/future land use
2. Once data is received, Garver will review, identify data gaps, and propose assumptions for the master plan.
3. Garver will conduct a site visit with Owner's staff to review operation of the water distribution system facilities; it is assumed that one (1) Garver employee will tour all pumping, storage, and control valve facilities with City Staff. Photos, visual observations of condition, and installation year will be documented and compared against industry standard lifetimes (in years) for water system infrastructure.
4. Field Data Collection exercises will begin once an initial site visit is completed. Garver will develop a field data collection plan that documents preferred locations for pressure loggers and hydrant flow tests to be completed. These locations will be based on preliminary evaluations of system hydraulics and will be submitted to the Owner for review prior to mobilizing staff and equipment.
 - a. Pressure Logging: Garver will furnish and loan up to eight (8) hydrant pressure loggers for deployment by the Owner in the Owner's system for the purposes of collecting continuous pressure data for a period of up to seven (7) days. It is anticipated that the pressure logging will consist of one (1) set of unique logging locations. It is assumed that Garver staff will assist the Owner in deployment and collection of the loggers.
 - b. Hydrant Flow Tests: Garver will select up to eight (8) hydrant flow test locations and assist the Owner in directing operations and collecting data during the flow tests. It is anticipated that two (2) Garver staff will be present for one (1) day to support hydrant flow tests.
 - c. Pressure Logging and Hydrant Flow Testing Data Analysis: Garver will analyze the



data collected during the Pressure Logging and Hydrant Flow Tests for use in calibration of the hydraulic model.

TASK 3 – POPULATION AND WATER DEMAND PROJECTIONS

Garver will develop projections for population and water demand based on growth rates and land use planning information provided by the Owner. The projections will allow evaluation of capacity-based improvements for this project. Specifically, Garver will accomplish the following items:

1. Population Projections: Garver will develop service population and development projections for the water service area. These projections will be based on historical trends, available planning documents, and future land use maps provided by the Owner.
2. AMI Data Analysis: Garver will assess water meter demand data to develop representative diurnal demand patterns for each account type. Representative average and maximum day diurnal curves will be developed for each account type based on averaging of a subset of meter data from each account type. Garver will use AMI data from up to one hundred (100) meters for this analysis.
3. Unit Demand Coordination: Garver will coordinate with the Owner to determine per capita and/or per unit land area demand values used to project water usage over the planning horizon for each rate category and/or land area type.
4. Water Use Projections: Garver will project water demand over the planning horizon based on projected development and unit water usage values.
5. Population and Water Demand Meeting: Garver will conduct a virtual meeting to review draft Population and Water Demand Projections with Owner staff.

TASK 4 – HYDRAULIC MODEL UPDATES

Garver will update the hydraulic model. Specifically, Garver will accomplish the following items:

1. Model Network and Facility Updates: Garver will review and update the distribution system hydraulic model, so it accurately represents the current state of the system. The following components will be updated based on information provided by the Owner:
 - a. Pipe Network (all pipes)
 - b. Facilities (Pump Stations, Storage Tanks, Control Valves, Normally-Closed Valves)
2. Demand Alternatives Development: Garver will develop existing average day and maximum day demand alternatives using water meter data and representative diurnal demand curves. Demand allocation will use tools within the hydraulic modeling software. Garver will select the methodology that maximizes the number of junctions receiving demands to limit the presence of zero-demand junctions on dead-end lines.
3. SCADA Data Review: Garver will review historical SCADA data to identify typical pumping operations for development of model boundary conditions and to develop current pump



performance curves, where possible, based on available data. Garver will identify typical operations for average day and maximum day demand conditions. Garver will calibrate the distribution system hydraulic model using the hydrant pressure logger, and flow test.

4. Model Controls: Garver will create model controls based on the SCADA Data from the wholesale provider as well as detailed calibration using pressure loggers and hydrant flow tests.
5. Garver will complete hydraulic model evaluations for existing conditions. At each horizon, Garver will complete modeling for average day, and maximum day conditions using extended-period simulations (EPS), unless otherwise specified. Garver will complete steady-state fire flow evaluations for maximum day conditions. Garver will complete water age evaluations for average day and maximum month conditions. Garver will accomplish the following items:
 - a. Level of Service Criteria: Garver will develop level of service criteria for the system based on Owner requirements and preferences, State regulations, and industry standards. Criteria will be developed related to system pressures (minimum, maximum, and variation), pipe velocities, pipe head loss gradients, storage levels and turnover, and fire flows.
 - b. Existing System Assessment: Garver will use the calibrated hydraulic model to assess the performance of the existing system and identify system deficiencies in meeting level of service criteria.
6. Garver will complete hydraulic model evaluations for up to two (2) future planning horizons. These evaluations will be used to develop and identify triggers/phasing for capital improvement projects. At each horizon, Garver will complete modeling for average day and maximum day conditions using extended-period simulations (EPS), unless otherwise specified. Garver will complete fire flow evaluations for maximum day conditions. Garver will complete water age evaluations for average day and maximum day conditions. Garver will accomplish the following items:
 - a. Existing System Improvements: Garver will identify improvements necessary to address deficiencies with the existing system for inclusion in the future model evaluations.
 - b. Future Planning Horizon Model Updates: Garver will create average day and maximum day demand alternatives for each of the two (2) future planning horizons. For each horizon, Garver will add skeletonized model and pipe infrastructure necessary for the evaluation.
 - c. Future Planning Horizon Evaluations and Project Phasing: Garver will complete hydraulic modeling at each planning horizon to develop phasing and/or triggers for improvements.
7. Hydraulic Model Update Virtual Workshop: Garver will conduct a virtual meeting to discuss the hydraulic model updates.



TASK 5 – CIP DEVELOPMENT AND WATER MASTER PLAN REPORT

Garver will develop a Capital Improvement Plan (CIP) to support multiple goals, including addressing system deficiencies, providing capacity for system growth and expansion, improving system operability and reliability, and renewing and replacing infrastructure that has reached the end of its effective useful life. Specifically, Garver will complete the following items:

1. Garver will finalize development of the capital improvement projects to address existing deficiencies and serve future growth, including new pump stations, storage tanks, and pipes 8-inches or larger, as required.
2. Cost Estimates: Garver will develop conceptual costs for each CIP project. Each of these conceptual cost estimates will be a Class 4 estimate as defined by the Association for the Advancement of Cost Engineering (AACE), which is consistent with cost estimates developed for studies and feasibility. The expected accuracy range for the estimates is -30% to +50% of the estimated values.
3. Project Triggers: Garver will identify triggers for each project. Condition-based triggers will be based on specific years, while capacity-based triggers will be based on capacity-related information, such as number of connections, system flows, etc., as applicable.
4. CIP Development: Garver will develop the CIP based on identified funding levels provided by the Owner and project phasing identified through the hydraulic modeling and/or condition assessments. Development of a dynamic CIP tool using a digital platform will be considered Extra Work.
5. Garver will create up to 5 individual project detail sheets for major capital improvements with project description, map, justification, unintended consequences, special considerations, potential alternatives, additional professional services, schedule and triggers, and costs.
6. CIP Workshop: Garver will conduct a virtual CIP Workshop to review the CIP with the Owner and identify adjustments to the CIP.
7. Garver will document the results of all the evaluations in a final report. Specifically, Garver will complete the following items:
 - a. Draft Water Master Plan Report: Garver will develop a Water Master Plan Report that consists of an Executive Summary, an Introduction, and a section or appendix for each major task. Garver will submit the Draft Water Master Plan Report for review by the Owner.
 - b. Final Water Master Plan Report: Garver will incorporate Owner comments and prepare a Final Water Master Plan Report. Garver will submit this report to the Owner in electronic format.



PROJECT MEETINGS AND WORKSHOPS

The following will be submitted to the Owner, or others as indicated, by Garver:

- A. Virtual Project Kickoff Meeting
- B. Site Visit (tour all water facilities owned and operated by City of Hutchins)
- C. Field work for pressure logging and hydrant flow tests
- D. Virtual Population Projection and Water Demand Updates Meeting
- E. Virtual Hydraulic Model Update Workshop
- F. Virtual CIP Workshop

PROJECT DELIVERABLES

The following will be submitted to the Owner, or others as indicated, by Garver:

- A. Digital (PDF) submittals of meeting minutes and workshop presentations
- B. Updated Hydraulic Model File
- C. Draft and Final Water Master Plan Report in digital (PDF) format
- D. Electronic files as requested

EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

- A. Survey
- B. Geotechnical Services
- C. Design services of any kind
- D. Computational fluid dynamics (CFD) modeling
- E. Water Quality modeling
- F. Water loss modeling
- G. Transient analysis and surge mitigation
- H. Pump testing at system pump facilities
- I. Process sampling and/or laboratory testing
- J. Electrical Power Usage Analysis or Profiling
- K. Rework for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- L. Submittals or deliverables in addition to those listed herein.
- M. Construction materials testing.
- N. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- O. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- P. Services after construction, such as warranty follow-up, operations support, etc.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.



SCHEDULE

The following schedule milestones are anticipated for this project. Note that the schedule provides anticipated time periods for providing information, reviewing submittals, and scheduling meetings and workshops. Additional time required for these elements of the project will likely result in changes to milestone dates, which will be captured in the detailed project schedule maintained throughout the duration of the project.

Phase Description	Calendar Days
Virtual Kickoff Meeting	15 days from NTP
Site Visit and Field Data Collection	60 days from NTP
Population and Water Demand Projections Virtual Meeting	120 days from NTP
Hydraulic Model Update Workshop	180 days from NTP
CIP Workshop	240 days from NTP
Draft Water Master Plan Report	270 days from NTP
Final Water Master Plan Report	30 days from receipt of Owner comments

Exhibit B

**City of Hutchins, TX
Water Master Plan**

FEE SUMMARY

Basic Services Section	Estimated Fees
TASK 1 - Project Administration	\$ 6,181.00
TASK 2 - Data Collection and Analysis	\$ 32,540.00
TASK 3 - Population and Water Demand	\$ 23,858.00
TASK 4 - Hydraulic Model Update	\$ 54,608.00
TASK 5 - CIP Development and Water Master Plan Report	\$ 69,226.00
Subtotal for Basic Services Section	\$ 186,413.00
Total All Services	\$ 186,413.00

Exhibit B

**City of Hutchins, TX
Water Master Plan**

WORK TASK DESCRIPTION	Project Manager	Hydraulic Team Leader	Hydraulic Modeling Lead	Hydraulic Modeling Project Engineer	GIS Coordinator	GARVER LABOR	GARVER ODC	GARVER TOTAL	TOTAL
	E-5	E-5	E-4	E-1	ES-2				
Basic Services Section									
1. TASK 1 - Project Administration						\$0		\$0	\$0
1. Kickoff Meeting	2		4	4		\$2,094	\$100	\$2,204	\$2,204
2. PMP/QCP				2		\$298		\$298	\$298
3. Monthly Billing/Progress Reports	12					\$3,396		\$3,396	\$3,396
						\$0		\$0	\$0
						\$0		\$0	\$0
Quality Control Review		1				\$283		\$283	\$283
						\$0		\$0	\$0
Subtotal - TASK 1 - Project Administration	14	1	4	6	0	\$6,071	\$100	\$6,181	\$6,181
2. TASK 2 - Data Collection and Analysis						\$0		\$0	\$0
1. Data Request Memo				1		\$149		\$149	\$149
2. Data Analysis			4	32		\$5,700		\$5,700	\$5,700
3. Site Visit (tour of water facilities)	8					\$2,264	\$100	\$2,374	\$2,374
4. Field Data Collection (pressure loggers and hydrant flow tests)	15		30	84		\$23,751		\$23,751	\$23,751
						\$0		\$0	\$0
						\$0		\$0	\$0
						\$0		\$0	\$0
Quality Control Review		2				\$566		\$566	\$566
						\$0		\$0	\$0
Subtotal - TASK 2 - Data Collection and Analysis	23	2	34	117	0	\$32,430	\$100	\$32,540	\$32,540
3. TASK 3 - Population and Water Demand Projections						\$0		\$0	\$0
1. Population Projections	1		2	16		\$3,133		\$3,133	\$3,133
2. AMI Data Analysis	1		12	40		\$9,039		\$9,039	\$9,039
3. Unit Demand Coordination	1		2	16		\$3,133		\$3,133	\$3,133
4. Water Use Projections	1		4	16		\$3,599		\$3,599	\$3,599
5. Virtual Meeting	2		4	8		\$2,690		\$2,690	\$2,690
						\$0		\$0	\$0
						\$0		\$0	\$0
						\$0		\$0	\$0
Quality Control Review		8				\$2,264		\$2,264	\$2,264
						\$0		\$0	\$0
Subtotal - TASK 3 - Population and Water Demand Projections	6	8	24	96	0	\$23,858	\$0	\$23,858	\$23,858
4. TASK 4 - Hydraulic Model Update						\$0		\$0	\$0
1. Model Network and Facility Updates	4		4	16	20	\$7,448		\$7,448	\$7,448
2. Demand Development			4	16		\$3,316		\$3,316	\$3,316
3. SCADA Data Review and validation			4	8		\$2,124		\$2,124	\$2,124
4. Model Controls			2	8		\$1,658		\$1,658	\$1,658
5. Model evaluation for existing conditions	2		2	4		\$1,628		\$1,628	\$1,628
Level of Service Criteria			2	4		\$1,062		\$1,062	\$1,062
Existing System Assessment			8	40	20	\$10,824		\$10,824	\$10,824
6. Model evaluations for two (2) future planning horizons						\$0		\$0	\$0
Existing System Improvements	2		2	4		\$1,628		\$1,628	\$1,628
Future Planning Horizon Model Updates	2		8	40	20	\$11,390		\$11,390	\$11,390
Future Planning Horizon Evaluations and Project Phasing	2		8	16		\$4,814		\$4,814	\$4,814

WORK TASK DESCRIPTION	Project Manager	Hydraulic Team Leader	Hydraulic Modeling Lead	Hydraulic Modeling Project Engineer	GIS Coordinator	GARVER LABOR	GARVER ODC	GARVER TOTAL	TOTAL
	E-5	E-5	E-4	E-1	ES-2				
7. Hydraulic Model Update Virtual Workshop	4		8	8		\$4,188		\$4,188	\$4,188
						\$0		\$0	\$0
						\$0		\$0	\$0
Quality Control Review		16				\$4,528		\$4,528	\$4,528
						\$0		\$0	\$0
						\$0		\$0	\$0
Subtotal - TASK 4 - Hydraulic Model Update	16	16	52	164	60	\$54,608	\$0	\$54,608	\$54,608
5. TASK 5 - CIP Development and Water Master Plan Report						\$0		\$0	\$0
1. Finalize Projects	2		8	40		\$8,390		\$8,390	\$8,390
2. Cost Estimates	4		8	16		\$5,380		\$5,380	\$5,380
3. Project Triggers	2		4	8		\$2,690		\$2,690	\$2,690
4. CIP Development			16	40		\$9,688		\$9,688	\$9,688
5. Project detail sheets	2		12	24	8	\$8,138		\$8,138	\$8,138
6. Workshop	2		8	16		\$4,814	\$100	\$4,924	\$4,924
7. Final Report						\$0		\$0	\$0
Draft Master Plan Report			40	80		\$21,240		\$21,240	\$21,240
Final Master Plan Report			8	16		\$4,248		\$4,248	\$4,248
						\$0		\$0	\$0
Quality Control Review		16				\$4,528		\$4,528	\$4,528
						\$0		\$0	\$0
Subtotal - TASK 5 - CIP Development and Water Master Plan Report	12	16	104	240	8	\$69,116	\$100	\$69,226	\$69,226
Subtotal - Basic Services Section	71	43	218	623	68	\$186,083	\$300	\$186,413	\$186,413
Project Totals (Hours)	71	43	218	623	68	\$186,083	\$300	\$186,413	\$186,413



STAFF REPORT

MEETING DATE:	February 17, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Katherine Lindsey
AGENDA CAPTION:	Discuss and consider Resolution R2025-02-1241 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY AND DUNAWAY ASSOCIATES, LLC FOR PROFESSIONAL SERVICES REGARDING UPDATING THE ZONING AND SUBDIVISION ORDINANCES IN AN AMOUNT NOT TO EXCEED \$75,000; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Katherine Lindsey, Assistant to the City Administrator

Background Information

The City Council allocated \$75,000 in the FY 2045-2025 Annual Budget to update the City’s Zoning Ordinance. At its Monday, October 7, 2024 Regular Meeting, the City Council authorized the solicitation of proposals from firms to complete this project. The update of the Zoning and Subdivision Ordinances will correct conflicts in the City’s zoning ordinance and development regulations.

The City of Hutchins published an RFP for Professional Consulting Services - Zoning Ordinance Update on October 8th, 2024 via Bonfire; advertised the RFP on the City’s website homepage; published public notices in the City’s officially designated newspaper, Focus Daily News, on October 11th and October 18th; and extended the original submission deadline from November 15th, 2024 to December 3rd, 2024.

Only one proposal was received. This proposal was from Dunaway Associates, LLC which is the firm which developed the City’s Comprehensive Plan. Because of its involvement with the comprehensive plan, the firm should begin updating the Zoning Ordinance almost immediately.

Budget Implications

Funds were allocated for this project in the FY2024-2025 Annual Budget.

Operational Impact

Conducting this project will allow the City to update the Zoning and Subdivision Ordinances to help provide a foundation for cohesive zoning ordinance which enable clear and effective zoning categories and definitions and meshing of the zoning code and development code.

Legal Review

The resolution was approved by the City Attorney.

Staff Recommendation

Staff recommends that the City Council adopt the resolution.

Supporting Documentation and Attachments

1. Resolution
2. Contract

**CITY OF HUTCHINS
RESOLUTION R2025-02-1241**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY AND DUNAWAY ASSOCIATES, LLC FOR PROFESSIONAL CONSULTING SERVICES FOR THE PURPOSE OF UPDATING THE ZONING AND SUBDIVISION ORDINANCES FOR THE CITY OF HUTCHINS IN AN AMOUNT NOT TO EXCEED \$75,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council approved funds in the FY 2024-2025 Annual Budget to hire a firm to provide professional consulting services to lead the process of updating the Zoning and Subdivision Ordinances; and

WHEREAS, The City of Hutchins published RFP #2024-10-08, Professional Consulting Services - Zoning Ordinance Update on October 8th; advertised the RFP on the City’s website homepage; published public notices in the City’s officially designated newspaper, Focus Daily, on October 11th and October 18th; and extended the original submission deadline from November 15th, 2024 to December 3, 2024; and

WHEREAS, the City of Hutchins received a submission from Dunaway Associates, LLC; and

WHEREAS, the City Council of the City of Hutchins finds it in the best interest of the City of Hutchins to authorize the City Administrator to execute a contract with Dunaway Associates, LLC for professional services to lead the Zoning and Subdivision Ordinances update.

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 execute an agreement with Dunaway Associates, LLC to lead the Zoning and Subdivision Ordinance update project.

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 17th day of February 2025.

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

**Article III
Scope of Services**

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

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

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

**Article IV
Schedule of Work**

Professional agrees to commence services upon written direction from City and to complete the required services in accordance with a work schedule established by City (the “Work Schedule”).

**Article V
Compensation and Method of Payment**

5.1 City shall compensate Professional as set forth in Exhibit “A.” Payments shall be made to Professional within thirty (30) days of receiving Professional’s invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Professional shall not proceed with any task until receiving a work order from City. Issuance of work orders under this Agreement shall be at the sole discretion of City.

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

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

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

6.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

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

**Article VII
Suspension of Work**

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

**Article VIII
Availability of Funds**

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

**Article IX
Relationship of Parties**

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

**Article X
Insurance**

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

**Article XI
Indemnification**

PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANTS AND CONTRACTORS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS’ FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL’S LIABILITY.

THE PROFESSIONAL’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**Article XII
Miscellaneous**

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

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

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

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

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

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

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

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

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

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

If intended for City:

With a copy to:

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

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

If intended for Professional:

Stephen Cook, AICP
Senior Planner | Associate
Dunaway Associates, LLC
550 Bailey Avenue
Suite 400
Fort Worth, Texas 76107
Phone: (817) 335-1121
scook@dunaway.com

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

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

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

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

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

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

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

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

[Signature page to follow]

EXECUTED this _____ day of _____, 2025.

City of Hutchins, Texas

By: _____
James W. Quin, City Administrator

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(02-06-2025: 4908-2522-8055, v. 1)

EXECUTED this _____ day of _____, 2025.

Dunaway Associates, LLC

By: _____
Name: _____
Title: _____

EXHIBIT "A" Scope of Work



To:
James Quin
City Manager
City of Hutchins
321 North Main Street
Hutchins, TX 75141

From:
Stephen Cook, AICP
Senior Planner |
Associate

Dunaway Location
550 Bailey Avenue
Suite 400
Fort Worth, TX 76107

Dunaway No. P009108.002

January 16, 2025

Reference: Proposal for Professional Services
Hutchins, Texas

Mr. Quin:

Dunaway Associates, LLC (Dunaway) is pleased to submit this proposal for professional planning consulting services for the City of Hutchins, Texas. Based on the pending needs of the City, we believe the following scope of services will provide a guidance to how planning services may be provided to the community.

Project Understanding

Dunaway has thoroughly enjoyed our time in assisting the City of Hutchins on the creation of a new Comprehensive Plan. With increasing development pressures in North Texas, it is important that Hutchins anticipates and guides the pending growth in a way that enhances the quality of life for both current and future residents. The next step in this process is modification of tools that the city uses to help guide and direct growth and make development ordinances understandable to applicants and implementable for city staff. In order to accomplish this goal, Dunaway proposes to assist the City of Hutchins in the updating and writing of the Zoning Ordinance of the City.

Executive Fee Summary

Zoning Ordinance Rewrite	75,000.00
1. Task 1: Zoning and Subdivision Ordinance Diagnosis.....	25,000.00
2. Task 2: Initial Draft Ordinances	35,000.00
3. Task 3: Public Review Draft Ordinances	8,000.00
4. Task 4: Public Hearing Draft Ordinances	2,500.00
5. Task 4: Public Hearings	4,500.00
6. Task 6: Additional Meetings.....	Hourly Rate

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Proposal for Professional Services
Hutchins, Texas
Page 2

FEE

Dunaway proposes to provide the scope of work described below based on the attached 2025 Standard Hourly Bill Rate Schedule. Please find attached to this proposal our Standard Terms & Conditions for professional services, which is also part of this proposal

Total: Lump Sum Services 75,000.00

Total: Hourly Services Not to Exceed 5,000.00

* Customary in-house expenses incurred by Dunaway related to performing this Scope of Services are included in the lump sum fee listed above (e.g., in-house copies, mileage, tolls, computer plotting, photography, meals, etc.). Special request expenses for out-of-house services are not included in the lump sum fee listed above and will be billed as a reimbursable expense. These may include, but are not limited to: couriers/deliveries, repro services, multiple print copies, binding, dry mounting, etc.

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Proposal for Professional Services
Hutchins, Texas
Page 3

DETAILED SCOPE OF WORK

ZONING and SUBDIVISION ORDINANCES

1. Zoning and subdivision Ordinances-Diagnosis Dunaway will examine the extent of a general overhaul of the City's Zoning and Subdivision Ordinances, and provide feedback on the evaluation of the need for modification of the Zoning and Subdivision Ordinances including the following areas:
 - 1.1 Existing Plans Review – Utilize the goals, objectives and strategies developed for Hutchins' Comprehensive Plan and work with City Staff to identify and collect other documents, studies and base data required for the evaluation of the zoning ordinance. Included in this study are development standards which are working for the City and which are not.
 - 1.2 Kick-Off Meeting Meet with City Staff at the start of the project to discuss the project scope, work plan, schedule and logistics. Discuss substantive issues to be addressed as part of the project. Consult with the City Attorney.
 - 1.3 Committee Meeting – Meet with City Committee (2 meetings) to gain insight into development issues and concerns.
 - 1.4 Public Engagement – Provide materials for the City's website and social media accounts. Consider meeting (1) with a committee of stakeholders to inform the ordinance writing and review ordinance drafts.
 - 1.5 Evaluation of Existing Neighborhoods and Corridors and Districts. With staff, identify neighborhoods, corridors, and districts that warrant more detailed regulations. Utilize existing Dunaway knowledge of Hutchins' zoning districts and land uses and spot check field surveys and other research to gain a better understanding of neighborhoods.
 - 1.6 Prepare Diagnosis and Solutions Memo – Develop a short diagnosis document summarizing the findings from tasks 1.1-1.5. Assess the Zoning Subdivision Ordinances in terms of the long range plan of the City, usability and compliance with State and Federal laws especially with recent Texas Local Government Code Legislation. Draft an initial outline of the ordinances.
2. Initial Draft Zoning and Subdivision Ordinances – Prepare initial (internal) review draft of the new zoning and subdivision ordinances. Present draft Zoning and Subdivision Ordinances to staff for review and discussion. Include changes and new provisions identified in Task 1 as well as general editing and technical changes. Identify substantive amendments to existing regulations through notes referring back to sections that have been changed.

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Proposal for Professional Services
Hutchins, Texas
Page 4

- 3 Public Review Draft Ordinances – Prepare public review draft of the new Zoning and Subdivision Ordinances reflecting comments and direction received from staff during Task 2.
 - 3.1 Public Reviews – Present to Town Committees and conduct a public review open house (1 meeting) after providing the draft to the City's website. Produce a quick handout about what has changed and what to expect from the Zoning and Subdivision Ordinance.
- 4 Public Hearing Drafts - Dunaway will take feedback from Task 3 and all stakeholders and modify the Ordinances for public hearings before the Town Planning and Zoning Commission and Town Council.
- 5 Adoption Process –
 - 5.1 Public Hearings Dunaway will develop presentations for public hearings with the Planning and Zoning Commission (2) and City Council (2).
 - 5.2 Final Adopted Ordinance Prepare and deliver final versions of the Zoning and Subdivision Ordinances incorporating any changes directed during adoption process. Provide documents in digital format, including an internet ready, version of the new ordinance.
- 6 Additional Meetings – If additional meetings are required by the City as not previously outlined in the tasks above, additional meetings with the community, stakeholders or appointed and elected officials will be billed hourly to the Standard Conditions outlined below.

ADDITIONAL SERVICES (not included in proposal)

The following is a list of some, but not necessarily all, of the services that can be useful or required for a Project of this type. The listed services have not been included in this proposal. Dunaway can provide or sub-consult many of these services if desired by the Client. If the Client determines any of these services is desired, Dunaway can either amend this proposal to incorporate the desired service or services or recommend other actions to cover the needs as expressed.

- 1. Parkland Master Planning
- 2. Park Design and Construction Management
- 3. Base GIS Mapping including layers other than zoning
- 4. Secure Web Mapping Portal and Maintenance
- 5. Capital Improvement Planning, Engineering, Design and Construction
- 6. Surveying
- 7. Structural Engineering Design and Construction of City Facilities

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Proposal for Professional Services
Hutchins, Texas
Page 5


If this proposal meets with your approval, please sign below, and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this Project and look forward to its success.

Respectfully submitted,

DUNAWAY ASSOCIATES, LLC,
a Texas limited liability company

Agreed & Accepted

CITY OF HUTCHINS



Stephen Cook, AICP
Senior Planner | Associate

By: _____
Name: _____
Title: _____
Date: _____

Attachment: Standard Terms & Conditions

**EXHIBIT “B”
Insurance Coverage Required**

Procurement and Evidence of Insurance. Professional must provide City with a certificate or copy of its insurance policy(s) evidencing the coverage and coverage provisions identified below no later than ten (10) days prior to the Performance. All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have an A.M. Best’s rating A- or greater.

All such insurance, with the exception of workers compensation, shall name City as an additional insured and provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance. Each policy and renewals or replacements thereof shall provide that it will not be canceled, non-renewed or material change except with thirty (30) days advance written notice to City. Evidence of such insurance shall be provided to City by delivering certificate(s) of insurance and policy endorsements.

Coverage and Limits. The insurance required under this paragraph shall provide for the following coverages and limits:

- a. Workers’ compensation and employers’ liability insurance as required by applicable law and the Special Provisions to this Agreement.
- b. Commercial general liability insurance for bodily injury and property damage, including limited contractual liability coverage in not less than the following amounts:
 - i. General Aggregate Limit \$2,000,000 each occurrence and
 - ii. Each Occurrence Limit \$1,000,000 each occurrence.

Commercial automobile liability insurance coverage, including non-owned and hired, covering all owned, hired, or non-owned vehicles including the loading or unloading thereof with limits not less than \$1,000,000.

4908-2522-8055, v. 1



STAFF REPORT

MEETING DATE: 2/17/2025

MEETING TYPE: CITY COUNCIL

SUBMITTED BY: S. HICKSON

AGENDA CAPTION: Discuss and consider Ordinance 2025-02-1204 OF THE CITY OF HUTCHINS, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5 TITLED "FIRE PREVENTION AND PROTECTION" BY ADDING A NEW ARTICLE 5.05 TITLED "FIRE ALARM PERMITS"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Stacey Hickson, Fire Chief

Background Information:

Requesting to adopt the amendment to the Fire Alarm Permits to allow us to initiate fines for multiple false alarm offenders. We have 30 businesses currently that have had a minimum of 1 false alarm and 10 of those have had 3 or more. One business this past year has had 14 false alarms. This ties up our fire personnel unnecessarily.

Budget Implications

Would be revenue to the budget with fines.

Operational Impact

Hope to cut down on false alarms.

Legal Review

Yes

Staff Recommendation

Staff recommends approval of amendment.

Supporting Documentation and Attachments

Attached

False fire alarms or false call due to malfunctions

Business Locations		No. of calls
Chick Fil-a	1225 W Wintergreen	14
Core Civic	1554 E Langdon Ln	11
Biagi's	1401 W Wintergreen	7
Republic Waste	1450 E Cleveland	6
American Standard	801 E Wintergreen	4
Riggy	1301 W Wintergreen	3
Pallet Repair Services	1012 W Wintergreen	3
Taylor Communications	601 S I-45	3
I-45 Logistics Center	1701 I-45	3
Shippers I Warehouse	1005 W Wintergreen	3
VOA	800 W Wintergreen	2
Hutchins Grocery	801 W Palestine	2
Blue Rhino	1828 Carpenter	2
Red Roof Inn	1100 Dowdy Ferry	2
La Quinta	1000 Dowdy Ferry	2
Cary Products	101 Lancaster Hutchins Rd.	2
Gateway Apartments	700 N JJ Lemmon	2
Charger Logistics	1333 W Wintergreen	2
Bocks Board Packaging	1520 E Wintergreen	1
Keystone Manufacturing	415 N I-45	1
Signicast	1501 S I-45	1
Nuvent	1002 E Cleveland Rd	1
Ryder/Georgia Pacific	1301 E Cleveland Rd	1
Bakers Triangle	1709 S I-45	1
Hutchins Tire Shop	101 Main	1
I-45 Beverage Depot	410 N I-45	1
Hutchins Express Wash & Lube	202 Myron Goff Rd.	1
Texas Genger LLC	915 Finn Rd.	1
IAC Properties	300 W Wintergreen	1
Tuff Shed	408 S I-45	1

Residential Locations

No. of calls

39 Park Ln		3
1033 Glenhaven		2
700 N JJ Lemmon Rd	#816	2
	#1214	2
	#317	1
	#418	1
	#817	1
	!1121	1
	#1128	1
400 Morningstar		1
135 Park Ln		1
38 Gas Light		1
1024 Glenhaven		1
1540 Bluffview		1
1025 Skyline		1
1641 Bluffview		1
1108 Green Oaks		1
102 N Denton		1
932 Sunrise CT		1
809 Oak Creek CV		1
1648 Bluffview		1
1145 Crestview		1
1548 Bluffview		1
155 Tessman Trl		1
913 N Denton		1
909 Oak Creek Dr.		1

**CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2025-02-1204**

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5 TITLED “FIRE PREVENTION AND PROTECTION” BY ADDING A NEW ARTICLE 5.05 TITLED “FIRE ALARM PERMITS”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that there is a need for regulation of fire alarm permits; and

WHEREAS, the City Council has determined that there is a need to reduce false alarms from fire alarm systems located within the City limits; and

WHEREAS, the City Council has determined that it is in the public’s best interest to establish a fire alarm permits policy to ensure that fire alarm systems are regulated and to reduce the number of false alarms;

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

SECTION 1. The City of Hutchins Code of Ordinances is hereby amended by amending Chapter 5 titled “Fire Prevention and Protections” by adding a new Article 5.05 titled “Fire Alarm Permits,” to read as follows:

“CHAPTER 5. FIRE PREVENTION AND PROTECTION

...

ADD NEW ARTICLE 5.05, AS FOLLOWS:

ARTICLE 5.05 FIRE ALARM PERMITS

§ 5.05.001 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Alarm coordinator means the Fire Chief or their designee.

Alarm permit or fire alarm permit means a permit issued to a facility or licensed fire alarm company by the alarm coordinator pursuant to this article.

Alarm site means a fixed premise or location having one street address served by one or more alarm systems. Each tenancy, if served by a separate alarm system in a multi-tenant building or complex, shall be considered a separate alarm site.

Automatic Dialing Service means an electrical, electronic, mechanical or other device capable of being programmed to send a pre-recorded message, or signal when activated, over a telephone line, radio, or other communication system. All commercial sites, alarm sites are required to have a backup communication line to ensure a signal, emergency communication is sent.

Calendar year means a period of one year beginning on January 1 and ending at the end of the day of December 31.

Cancellation means the process by which an alarm company providing monitoring verifies with the alarm user or responsible party that a false dispatch has occurred and that there is not an existing situation at the alarm site requiring a fire department response and notifies the fire department prior to the arrival of the responding fire department personnel.

Chief or Fire Chief means the fire chief of fire of the City of Hutchins or designee or department head of the department contracted with to provide fire services to the City of Hutchins.

Chief of the bureau of fire prevention means the fire marshal.

Emergency personnel means fire personnel or fire personnel of the City of Hutchins or contracted by the City of Hutchins.

False alarm notification means the activation of an alarm system that results in notification to city emergency personnel and response by emergency personnel at a time when the responding personnel find no evidence of unauthorized intrusion, attempted unauthorized intrusion, robbery, attempted robbery, or any other violation that the alarm system was intended to report.

Fire alarm sprinkler system is an active fire protection measure consisting of a water supply system, providing adequate pressure and flow rate to a water distribution piping system onto which fire sprinklers are connected.

Fire alarm system means a device or system that emits, transmits, or relays a signal intended to summon, or that would reasonably be expected to summon, emergency personnel of the city, including, but not limited to, local alarms. Alarm system does not include an alarm system designed solely to alert the occupants of a building or residence which will not emit a signal either audible or visible from outside the building or residence.

Fire alarm company or alarm company means the company that installs, maintains, or repairs the fire alarm system. The fire alarm company or alarm company that installs the system may or not be the same company that maintains or repairs the system.

Fire alarm notification means a communication intended to summon emergency personnel, which is designed either to be initiated purposely or by the person or by an alarm system that responds to a stimulus characteristic of unauthorized intrusion.

Fire alarm permit holder means a person who has received an alarm system permit, as required by this chapter.

Fire alarm site means a single premises or location (one street address) served by an alarm system or systems. An alarm site will include a multiunit dwelling where the owner of such dwelling provides or makes available an alarm system for his tenants. For purposes of the issuance of a permit, such multiunit dwellings shall be considered one (1) property requiring only one permit.

Fire alarm system user means a person who owns or controls the premises upon which an alarm system is located.

Fire department master key means a limited issue key of special or controlled design to be carried by fire department officials in command of a fire or emergency situation which will open key boxes on commercial properties.

Local alarm – Commercial or Non-residential means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure at a property used for non-residential uses.

Local alarm - Residential means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of the structure at a property used for residential uses.

Key box means a secure device with a lock operable only by a fire department master key and containing building entry keys and other keys that may be required for access in an emergency.

Knox box has the meaning set out in the International Fire Code. Person means an individual, corporation, partnership, association, organization, or similar entity.

Special trunk line means a telephone line leading into the communications center of the fire or fire department that is for the primary purpose of receiving alarm notifications.

§ 5.05.002 Permit required; application; issuance.

- (a) No person shall operate, cause to be operated, or permit the operation of a fire alarm system unless a valid permit has been issued by the City of Hutchins for such system. This requirement is applicable to the property owner, person in control of the property which the fire alarm system is designed to protect and the resident; if applicable. The fire alarm location must possess a valid permit for the fire department to respond to a fire alarm.
- (b) A fire alarm system user or his agent shall obtain a permit for each fire alarm site.

- (c) Upon receipt of a completed application form, the chief shall issue a fire alarm permit to the applicant unless the applicant has failed to pay a service fee assessed under this chapter or has had an alarm permit for the alarm site revoked, and the violation causing the revocation has not been corrected.

- (d) Application. Each permit application must contain the following information:
 - (1) Form. An application for licenses required by the provisions of this Chapter shall be filed with the Fire Department on a form provided by the Fire Department.

 - (2) Individual applicant. The property owner shall be included as an applicant on all applications. If the applicant is an individual, the application shall be submitted by such person responsible to be named as the designated permit holder. If the applicant is an individual and does not reside, operate any business or is not employed within the State, then the application must also be submitted by the individual having authority and responsibility for the management and operations of the property for which the alarm permit is sought. If the applicant is a person who is not personally liable pursuant to Section 250.003 of the Local Government Code, then the owner of the property must be the applicant and the permit holder.

 - (3) Partnership. If the applicant is a firm or partnership, the applications shall be submitted by the person in who owns or is in control of the property and a general partner. If no owner or general partner resides, operates a business or is employed within the State, then the application must also be submitted by the individual having the authority and responsibility for the management and operations at the property where the alarm is located. If the applicant is a partnership, the application shall specify the location of the applicant's principal place of business and must provide information for at least one local contact person. Only one member of the partnership is required to submit the permit application. The names, business addresses and residence addresses of each additional partner shall be provided in the Emergency Contact section of the permit application. The property owner shall be included as an applicant on all applications. If the applicant is a person who is not personally liable pursuant to Section 250.003 of the Local Government Code, then the owner of the property must be the applicant and the permit holder.

 - (4) Corporation. If the applicant is a corporation and none of its principal corporate officers are responsible for the management and operations of the alarm business within the State, the application shall be submitted by the individual having the authority and responsibility for the management and operations of the alarm business within the State. If the applicant is a corporation, the application shall specify the location of the applicant's principal place of business, and the registered agent for service for the corporation. If the applicant is a person who is not personally liable pursuant to Section 250.003 of the Local Government Code, then the owner of the property must be the applicant and the permit holder.

- (5) The permit application shall include the following information for each permit holder:
 - (a) The individual's full name, job title, driver's license number, and residence address;
 - (b) The individual's residence and business telephone number;
 - (c) The individual's date of birth; and
 - (d) The name, address, and telephone number of the alarm company, to include the business telephone number and 24-hour contact telephone number.

- (6) Each permit application for a business must contain the following information in addition to the requirements for the permit holder as stated above.
 - (a) The address of the location of the alarm system site;
 - (b) Classification of the alarm system site as residential or nonresidential;
 - (c) Any other information required by the Fire Department which is necessary for the enforcement of this Article;
 - (d) Any false statement of a material matter made by the applicant for the purpose of obtaining a fire alarm permit shall be sufficient cause for refusal to issue a permit or for revocation of a permit already issued;
 - (e) A fire alarm permit cannot be transferred to another person. A permit holder shall inform the chief of any change that alters information listed on the permit application within five (5) days of the occurrence of the change;
 - (f) All fees owed by an applicant must be paid before a permit may be issued or renewed; and
 - (g) Permit fees.
 - (1) Residential - The fee for a permit issued pursuant to this chapter for a residential property shall be as set out in the City of Hutchins fee schedule..
 - (2) Non-residential/Commercial – The fee for a permit for a permit for a nonresidential use property shall be as set out in the City of Hutchins fee schedule.. (i) Each alarm system site shall display an

emblem provided by the Fire Department upon initial receipt of the permit and at each annual renewal

§ 5.05.003 Permit duration and renewal.

A permit is valid, unless revoked, from the date of issuance for one (1) year, upon receipt of the annual fee. A permit will be automatically renewed for a one-year period, unless revoked, upon receipt of the annual fee, unless canceled by the permit holder.

§ 5.05.004 Requirement that all alarm systems be monitored; proper alarm system operation and maintenance.

- (a) All alarm systems are required to be monitored.
- (b) A permit holder or fire alarm system user shall:
 - (1) Maintain the premises containing a fire alarm system in a manner that ensures proper operation of the alarm system;
 - (2) Maintain the fire alarm system in a manner that will minimize false alarm notifications;
 - (3) Repair or inactivate a malfunctioning alarm system within five (5) calendar days. A fire alarm system user may present extenuating circumstances regarding additional time required to repair or inactivate a system at any administrative hearing under this chapter;
 - (4) Not manually activate a fire alarm for any reason other than an occurrence of an event that the fire alarm system was intended to report; and
 - (5) Safeguard the fire alarm system controls in order to prevent others from manually activating the alarm for any reason other than an occurrence of an event that the fire alarm system was intended to report.
- (c) A person in control of a residential fire alarm system shall adjust the mechanism or cause the mechanism to be adjusted so that a fire alarm signal will sound for no longer than fifteen (15) minutes after being activated. A property owner or person in control of a non-residential fire alarm system shall adjust the mechanism or cause the mechanism to be adjusted so that the fire alarm signal will sound until reset by City of Hutchins fire personnel

§ 5.05.005 Reporting of alarm signals.

A permit holder or person in control of a fire alarm system shall require fire alarm signals to be reported through a relaying intermediary. A relaying intermediary shall comply with the requirements of this chapter and any rules and regulations promulgated by the fire department, and shall be licensed by the appropriate state agency

§ 5.05.006 Fire alarm reporting and monitoring requirements.

A person who is engaged in the business of relaying alarm notifications to the city shall:

- (a) Make notification to the Fire Department immediately when an alarm is activated. After notifying the Fire Department, a human operator shall attempt to call the permit holder or person in control of premises a minimum of two times utilizing different phone numbers.
- (b) Report alarm only on special trunk lines designated by the Fire Department., if applicable;
- (c) Communicate alarm notifications to the city in a manner and form designated by the chief, including:
 - (1) Identification of the permit holder;
 - (2) Identification of the alarm site;
 - (3) Time dispatched, arrived, and cleared;
 - (4) Date and time of day;
 - (5) Name of permit holder's representative on the premises, if any, and
 - (6) Any other applicable information

§ 5.05.007 Record-keeping and duties of alarm company.

- (a) Record-keeping:
 - (1) A person engaged in the business of selling, leasing, installing, or otherwise distributing fire alarm systems shall maintain records at its place of business which will show the names and addresses of persons to whom an alarm system was sold, leased, installed, or otherwise distributed, as well as the date of such transactions.
 - (2) All fire alarm businesses or persons shall make records available during regular business hours to the fire department for inspection. The express purpose of this section is to assure that alarm system users are in compliance with this chapter, and not to regulate in any manner any person engaged in the alarm business.
 - (3) All firm alarm businesses or person shall maintain record of all alarm activities or transmissions in the City of Hutchins for one (1) year.
- (b) Duties of alarm company.

- (1) On the installation or activation of a fire alarm system, a fire alarm system company shall distribute to the occupant the fire alarm system location information summarizing:
 - a. The applicable state law and municipal ordinance relating to false alarm including this chapter and the potential for penalties and revocation or suspension of a permit;
 - b. How to prevent false alarm; and
 - c. How to operate the alarm system.

- (2) An alarm system company shall notify the Fire Department of an installation or activation of an alarm system not later than the thirtieth day after the date of the installation or activation. The alarm system company shall provide to the municipality:
 - a. The alarm system company name;
 - b. The alarm system company license number;
 - c. The name of the occupant and property owner of the alarm system location;
 - d. The address of the alarm system location; and
 - e. The date of installation or activation.

§ 5.05.008 Automatic dialing prohibited.

No person shall operate or cause to be operated any automatic dialing device which, when activated, uses a telephone device or attachment to automatically select a telephone line leading into the fire department or the city and then transmit any prerecorded message or signal.

§ 5.05.009 Alarm system operating instructions.

A permit holder or person in control of an alarm system shall maintain at each alarm site a complete set of written operating instructions for each alarm system. Special codes, combinations, or passwords need not be included in these instructions.

§ 5.05.010 No exception or defense for other fire requirements; Knox Box requirements.

- (a) Nothing in this chapter or any section concerning the requirement for a business or residence to obtain a permit shall be considered to effect or provide an exception or defense for meeting any other requirements of the adopted Fire Code or other requirements in regard to fire safety.

- (b) All business operations in the City of Hutchins are required to have a Knox Box with master keys inside to provide the Fire Department with access to the business in case of a fire or emergency.

§ 5.05.011 System performance reviews.

If there is reason to believe that an alarm system is not being used or maintained in the manner that ensures proper operation and suppresses false alarm, the fire department may require a conference with an alarm permit holder system user and the individual or association responsible for maintenance of the alarm system to review circumstances of each false alarm. Notice of the conference will be mailed to both parties at least five (5) days prior to the date of the conference.

§ 5.05.012 Revocation of alarm permit.

- (a) The fire chief may revoke an alarm permit if he determines that:
 - (1) There is any violation of this chapter;
 - (2) There is a false statement of a material matter in the application for a permit;
 - (3) A fire alarm system has generated in excess of twelve (12) false alarm during any twelve-month period;
 - (4) The permit holder has failed to make payment of any fees assessed under this chapter within thirty (30) days of the assessment;
 - (5) Failure to attend the hearing as provided in the section titled “Appeal of denial or revocation of permit;” or
 - (6) Failure to attend the conference as provided in the section titled “System performance reviews.”
- (b) No person shall operate or cause to be operated, or permit the operation of an alarm system during the period in which an alarm permit is under revocation.

§ 5.05.013 Appeal of denial or revocation of a permit.

- (a) If the fire chief refuses to issue or renew a permit, or revokes a permit, applicant or permit holder shall be notified of the action and a statement of the right to an appeal. The applicant or permit holder may appeal the decision of the chief to the city administrator or designee by written request for a hearing setting forth the reason for the appeal, within ten (10) days after receipt of the notice of the fire chief. The filing of a request for a hearing with the city administrator or designee stays the action of the fire chief as to the denial of a permit or the revocation of a permit until the city administrator or designee makes a final decision. If a request for a hearing is not made within the ten day period, the action of the chief is final.

- (b) The city administrator or designee shall serve as hearing officer at the hearing, and consider evidence by any interested person. The formal rules of evidence do not apply at the hearing; the hearing officer shall make a decision on the basis of a preponderance of the evidence present within thirty (30) days after the request for a hearing is filed. The hearing officer shall affirm, reverse, or modify the action of the chief. The decision of the hearing officer is final as to administrative remedies within the city.
- (c) In addition to prohibiting or requiring certain conduct of individuals, it is the intent of this chapter to hold a corporation, partnership, or other associations criminally responsible for acts or omissions performed by an agent acting in behalf of the corporation, partnership, or other association, within the scope of this employment.

§ 5.05.014 Forfeiture of application fee upon revocation of permit.

When the revocation of a permit is final, all permit fees shall be forfeited.

§ 5.05.015 Reapplication for permit after revocation.

- (a) Should an alarm system user or his agent, after final permit revocation, desire to reapply for a permit, he shall be required to submit a new permit application, including the required permit fees. (b) The applicant shall also submit satisfactory proof of compliance with the chapter.
- (b) The applicant shall also submit satisfactory proof of compliance with the article.

§ 5.05.016 Confidentiality of information.

All information provided by a permit holder pursuant to this chapter shall be confidential to the extent possible under state or federal law and shall be utilized solely by the City of Hutchins; provided that said information shall be available to the permit holder.

§ 5.05.017 Exemption of certain governmental bodies.

The United States government, the State of Texas, or any county government or school district situated within the corporate city limits of the City of Hutchins shall comply with the requirements of this chapter; provided however, that they shall be exempt from the payment of permit fees.

§ 5.05.018 Fees for fire alarm permits.

- (a) Commercial Fire Alarms. Commercial fire alarm permits will vary in cost regulated by the number of fire alarm devices.
- (b) Residential Fire Alarms. There is no cost for residential fire alarms. Multifamily dwellings are under the commercial building requirements.

§ 5.05.019 False alarm service fees.

(a) Commercial False Alarms.

1 to 2 false alarms in a month or a total of 3 false alarms in a year will be no charge.
Exceeding 3 false alarms in a month to 5 false alarms - \$150 for each false alarm.
6 to 7 false alarms in a 12-month period - \$500 for each false alarm.
8 to 9 false alarms in a 12-month period - \$1,000 for each false alarm.
10 and greater false alarms in a 12-month period -\$2,000 for each false.

(b) Residential False Alarms.

1 to 3 false alarms in a 12-month period - There are no false alarm fees.
4 to 5 false alarms in a 12-month period - \$15 for each false alarm.
6 to 7 false alarms in a 12-month period - \$50 for each false alarm.
8 or more false alarms in a 12-month period - \$100 for each false alarm.”

SECTION 3. That all provisions of the ordinances of the City of Hutchins in conflict with the provisions of this ordinance be, and the same are hereby repealed and that all other provisions of the ordinances of the City of Hutchins not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

SECTION 5. That if any article, paragraph, subdivision, clause or provision of this ordinance as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid or unconstitutional.

SECTION 6. That any person, firm, or corporation violating any provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Code of Ordinances of the City of Hutchins, as heretofore amended and upon conviction shall be punished by a fine not exceeding two thousand dollars (\$2,000.00) for each offense.

SECTION 7. That this ordinance shall take effect immediately from and after its passage.

IT IS ACCORDINGLY SO ORDAINED.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 17TH DAY OF FEBRUARY 2025.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(01-03-2025: 4919-8806-8364, v. 1)



STAFF REPORT

MEETING DATE: February 17, 2025

MEETING TYPE: City Council

SUBMITTED BY: Maria Joyner

AGENDA CAPTION: Discuss and consider Ordinance 2025-02-1205 OF THE CITY OF HUTCHINS, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A TITLED "FEE SCHEDULE" BY AMENDING ARTICLE A13.000 TITLED "UTILITIES" BY AMENDING DIVISION 4 TITLED "WATER AND SEWER CHARGES" BY AMENDING SECTION A13.095 TITLED "WATER RATES" AND BY AMENDING SECTION A13.098 TITLED "SEWER RATES AND CHARGES" BY AMENDING THE WATER AND SEWER RATES PREVIOUSLY ADOPTED BY ORDINANCE NO. 2019- 1086; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Maria Joyner, Director of Finance

Background Information

On February 19, 2024, the City of Hutchins entered into an agreement with NewGen Strategies & Solutions to provide a Rate Study and Financial Forecast for Water and Wastewater Fund.

The scope of services provided by NewGen included the following:

- Data collection and assessment of financial and operating information;
- Benchmarking of City’s current rate structure compared to other similar municipal providers;
- Conducting meetings with City staff to present the results of the analysis and discuss potential rate adjustments over the next five years; and
- Preparing a presentation and supporting materials to present to City Council for consideration.

The City purchases water and pays for the treatment of wastewater to the City of Dallas. The water and wastewater utility expenses are accounted for in the Water/Wastewater enterprise fund. Expenses for the utilities are made up of both operations and capital projects to either enhance or maintain the system. Revenues for operations and capital projects to maintain the system are generated through the utility rates.

The City has been working to maintain the financial stability of the Water and Wastewater Fund. City staff has worked with NewGen to review the rates for water and wastewater, taking into account the increased cost for water and wastewater service passed onto the City from the City of Dallas. NewGen also took into consideration the City’s capital plan, which includes \$22.9 million of projects over the next 5-years. Both new debt and cash from reserves were considered as funding sources for the capital projects. In addition to expenses, NewGen also developed rates to maintain a 1.25x Debt Service Coverage Ratio and 25% of Operations and Maintenance expenses in the Fund Balance Reserve.

During the February 19, 2024, City Council meeting Ordinance 2024-02-1188 was approved authorizing the staff to pass increase rates charged by the City of Dallas to water and wastewater customers of the City. On July 26, 2023, Dallas Water Utilities sent a notice that as of October 1, 2023, the rate for treated

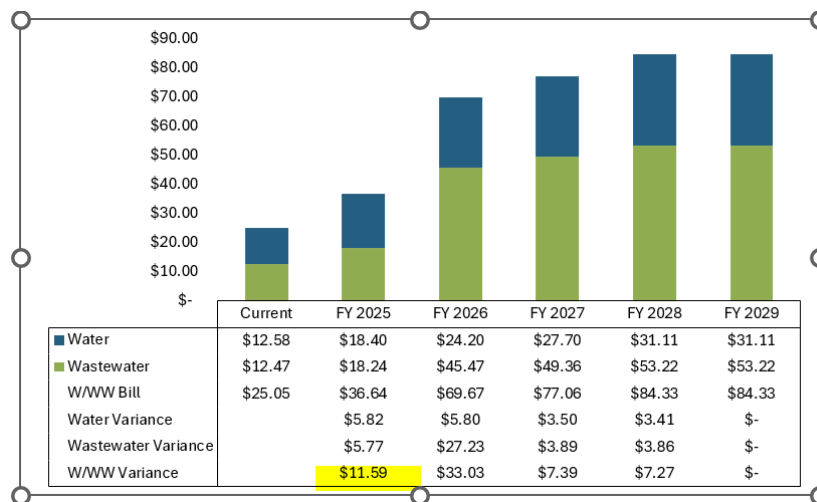
water would increase by 14.27% and the rate for wastewater treatment would increase by 4.34%. On November 21, 2024, Dallas Water Utilities sent a notice that as of October 1, 2024, the rate for treated water would decrease by (1.3%) and the rate for wastewater treatment would increase by 5.1%. The City has absorbed the increases and has not made any adjustments to the rates. The Utility Rate Study completed by NewGen was presented during the February 3, 2025, City Council meeting. The study recommends the following rates over the next five year period:

Residential Water Rates					
Meter Size	Mar 2025 Rate	Jan 2026 Rate	Jan 2027 Rate	Jan 2028 Rate	Jan 2029 Rate
3/4"	\$18.40	\$24.20	\$27.70	\$31.11	\$31.11
1"	30.67	40.34	46.17	51.85	51.85
1 1/2'	61.33	80.66	92.33	103.7	103.7
2"	98.13	129.06	147.73	165.92	165.92
4"	375.12	493.36	564.71	634.23	634.23
Minimum charges includes 2,000 gallon					

Residential Water Rates						
From Gallon	To Gallon	Mar 2025 Rate	Jan 2026 Rate	Jan 2027 Rate	Jan 2028 Rate	Jan 2029 Rate
2,001	10,000	\$6.47	\$6.90	\$7.03	\$7.19	\$7.19
10,001	Above	8.09	8.63	8.79	8.99	8.99
Volume Rate/1,000 gallon						

Budget Implications

The proposed rates based on a minimum usage of 2,000 gallons will increase a monthly bill by approximately \$11.59.



Staff Recommendation

In order to ensure to ensure cost recovery of annual operating expenses, debt service coverage and adherence to the Water Fund reserve requirements, it is recommended that the City implement the rates proposed in the cost allocation study.

Supporting Documentation and Attachments

Ordinance 2025-02-1205

**CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2025-02-1205**

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A TITLED "FEE SCHEDULE" BY AMENDING ARTICLE A13.000 TITLED "UTILITIES" BY AMENDING DIVISION 4 TITLED "WATER AND SEWER CHARGES" BY AMENDING SECTION A13.095 TITLED "WATER RATES" AND BY AMENDING SECTION A13.098 TITLED "SEWER RATES AND CHARGES" BY AMENDING THE WATER AND SEWER RATES PREVIOUSLY ADOPTED BY ORDINANCE NO. 2019-1086; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the Code of Ordinances of the City of Hutchins, Texas, is hereby amended by amending Appendix A titled "Fee Schedule" by amending Article A13.000 titled "Utilities" by amending Division 4 titled "Water and Sewer Charges" by amending Section A13.095 titled "Water Rates" and by amending Sec. A13.098 titled "Sewer Rates and Charges," to read as follows:

**"APPENDIX A
FEE SCHEDULE**

...

Article A13.000

...

Sec. A13.095 Water Rates

- (a) Rate charges per month.
- (1) Residential.

Residential Water Rates					
Meter Size	Mar 2025 Rate	Jan 2026 Rate	Jan 2027 Rate	Jan 2028 Rate	Jan 2029 Rate
3/4"	\$18.40	\$24.20	\$27.70	\$31.11	\$31.11
1"	30.67	40.34	46.17	51.85	51.85

1 1/2'	61.33	80.66	92.33	103.7	103.7
2"	98.13	129.06	147.73	165.92	165.92
4"	375.12	493.36	564.71	634.23	634.23
Minimum charges includes 2,000 gallon					

Residential Water Rates						
From	To					
Gallon	Gallon	Mar 2025 Rate	Jan 2026 Rate	Jan 2027 Rate	Jan 2028 Rate	Jan 2029 Rate
2,001	10,000	\$6.47	\$6.90	\$7.03	\$7.19	\$7.19
10,001	Above	8.09	8.63	8.79	8.99	8.99
Volume Rate/1,000 gallon						

(2) Commercial.

Commercial Water Rates					
Meter Size	Mar 2025 Rate	Jan 2026 Rate	Jan 2027 Rate	Jan 2028 Rate	Jan 2029 Rate
3/4"	\$19.50	\$25.64	\$29.34	\$32.95	\$32.95
1"	32.49	42.72	48.88	54.89	54.89
1 1/2'	64.98	85.44	97.77	109.80	109.80
2	103.97	136.71	156.44	175.69	175.69
3"	227.43	299.04	342.19	384.29	384.29
4"	409.37	538.27	615.95	691.74	691.74
6"	844.73	1,110.71	1,270.99	1,427.37	1,427.37
8"	1,039.66	1,367.02	1,564.29	1,756.76	1,756.76
Minimum charges includes 2,000 gallon					

Commercial Water Rates						
From	To					
Gallon	Gallon	Mar 2025 Rate	Jan 2026 Rate	Jan 2027 Rate	Jan 2028 Rate	Jan 2029 Rate
2,001	Above	\$7.81	\$8.33	\$8.49	\$8.68	\$8.68
Volume Rate/1,000 gallon						

(3) Construction meter.

Construction Meter Water Rates					
Meter Size	Mar 25 Rate	Jan 26 Rate	Jan 27 Rate	Jan 28 Rate	Jan 29 Rate
3/4"	\$19.50	\$25.64	\$29.34	\$32.95	\$32.95
1"	32.49	42.72	48.88	54.89	54.89
1 1/2'	64.98	85.44	97.77	109.80	109.80
2	103.97	136.71	156.44	175.69	175.69
3"	227.43	299.04	342.19	384.29	384.29
4"	409.37	538.27	615.95	691.74	691.74
Minimum charges includes 2,000 gallon					

Construction Meter Water Rates						
From		Mar 25	Jan 26	Jan 27	Jan 28	Jan 29
Gallon	To Gallon	Rate	Rate	Rate	Rate	Rate
2,001	Above	\$7.81	\$8.33	\$8.49	\$8.68	\$8.68
Volume Rate/1,000 gallon						

(4) Industrial.

Industrial Water Rates						
Meter Size	Mar 2025 Rate	Jan 2026 Rate	Jan 2027 Rate	Jan 2028 Rate	Jan 2029 Rate	
3/4"	\$19.50	\$25.64	\$29.34	\$32.95	\$32.95	
1"	32.49	42.72	48.88	54.89	54.89	
1 1/2'	64.98	85.44	97.77	109.8	109.8	
2	103.97	136.71	156.44	175.69	175.69	
3"	227.43	299.04	342.19	384.29	384.29	
4"	409.37	538.27	615.95	691.74	691.74	
6"	844.73	1110.71	1270.99	1427.37	1427.37	
8"	1039.66	1367.02	1564.29	1756.76	1756.76	
Minimum charges includes 2,000 gallon						
Industrial Water Rates						
From	To	Mar	Jan	Jan	Jan	Jan
Gallon	Gallon	2025	2026	2027	2028	2029
		Rate	Rate	Rate	Rate	Rate
2,001	Above	\$7.94	\$8.47	\$8.63	\$8.82	\$8.82
Volume Rate/1,000 gallon						

(5) State jail rate.

State Jail Water Rates					
Meter Size	Mar 2025 Rate	Jan 2026 Rate	Jan 2027 Rate	Jan 2028 Rate	Jan 2029 Rate
3/4"	\$5.89	\$6.29	\$6.41	\$6.55	\$6.55
Gallons Used					

DELETE (6) IN ITS ENTIRETY:

~~(6) City of Wilmer Wholesale Rate.~~

...

Sec. A13.098 Sewer Rates and Charges

(a) Sewer rates.

(1) Rates charges per month.

Residential Sewer Rates						
From		Mar 2025 Rate	Jan 2026 Rate	Jan 2027 Rate	Jan 2028 Rate	Jan 2029 Rate
Gallon	To Gallon					
Minimum Charge		\$18.24	\$23.99	\$27.46	\$30.84	\$30.84
Minimum charges includes 2,000 gallon						
2,001	Above	\$6.71	\$7.16	\$7.30	\$7.46	\$7.46
Volume Rate/1,000 gallon						

Commercial Sewer Rates						
From	To	Mar 2025 Rate	Jan 2026 Rate	Jan 2027 Rate	Jan 2028 Rate	Jan 2029 Rate
Gallon	Gallon					
Minimum Charge		\$21.43	\$28.18	\$32.25	\$36.22	\$36.22
Minimum charges includes 2,000 gallon						
2,001	Above	\$7.33	\$7.82	\$7.97	\$8.15	\$8.15
Volume Rate/1,000 gallon						

Industrial Sewer Rates						
From Gallon	To Gallon	Mar 2025 Rate	Jan 2026 Rate	Jan 2027 Rate	Jan 2028 Rate	Jan 2029 Rate
Minimum Charge		\$32.03	\$42.12	\$48.21	\$54.14	\$54.14
Minimum charges includes 2,000 gallon						
2,001	Above	\$7.71	\$8.23	\$8.39	\$8.58	\$8.58
Volume Rate/1,000 gallon						

State Jail Sewer Rates						
From Gallon	To Gallon	Mar 2025 Rate	Jan 2026 Rate	Jan 2027 Rate	Jan 2028 Rate	Jan 2029 Rate
0	Unlimited	\$6.40	\$6.83	\$6.96	\$7.12	\$7.12
Per 1,000 gallons based on 90% of meter water used						

...”

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

SECTION 3. That an offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Ordinances of City of Hutchins, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 3. That if any article, paragraph, subdivision, clause or provision of this ordinance as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid or unconstitutional.

SECTION 5. That this Ordinance shall take effect from and after its passage.

IT IS SO ORDAINED.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE `17TH OF FEBRUARY 2025.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(02-10-2025: 4932-9892-1753, v. 1)



STAFF REPORT

MEETING DATE: February 17, 2025

MEETING TYPE: City Council

SUBMITTED BY: Katherine Lindsey

AGENDA CAPTION: Discuss and consider Resolution R202-02-1242 AUTHORIZING THE CITY ADMINISTRATOR OR CITY ADMINISTRATOR'S DESIGNEE TO APPLY FOR THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (SLCGP) FOR THE 2025-2026 FISCAL YEAR. Presented by: Katherine Lindsey, Assistant to the City Administrator

Background Information

It is vital that the City of Hutchins maintains updated security systems and conducts best practices in order to avoid cybersecurity threats. The State is offering a cybersecurity grant that the City qualifies for called State and Local Cybersecurity Grant Program – Mitigation. This would provide funding for projects already planned that includes purchasing and installing new computer workstations that are compatible with Windows 11, as Windows 10 is approaching end of life. This upgrade is also needed to maintain CJIS compliance. Additionally, it will cover the costs needed to migrate to the .gov domain which the City already has obtained the rights to. Funds will be available for projects starting September 1st.

Budget Implications

The grant requires a 20% match. The total cost of the .gov migration, EOL hardware replacement, and labor is \$196,400. The City would be expected to pay \$39,640 of this amount.

Operational Impact

These upgrades would allow the City to help mitigate cybersecurity threats, maintain CJIS compliance, and increase public trust and reputation in relation to using a .gov domain.

Legal Review

NA

Staff Recommendation

Staff recommends that the City Council adopt the resolution.

Supporting Documentation and Attachments

1. Resolution

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2025-02-1242**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR OR CITY ADMINISTRATOR’S DESIGNEE TO APPLY FOR THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (SLCGP) FOR THE 2025-2026 FISCAL YEAR.

WHEREAS, the City Council finds it in the best interest of the citizens of Hutchins, that the Cybersecurity Mitigation Project be operated for the 2026 Fiscal Year; and

WHEREAS, the City Council agrees to provide 20% in matching funds for said project as required by the State and Local Cybersecurity Grant Program (SLCGP) grant application; and

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

WHEREAS, the City Council designates the City Administrator or his designee as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

SECTION 1. the City Council approves submission of the grant application for the Cybersecurity Mitigation Project to the Office of the Governor.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 17th day of February 2025.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary



STAFF REPORT

MEETING DATE: February 17, 2025

MEETING TYPE: City Council

SUBMITTED BY: Tim Rawlings

AGENDA CAPTION: Consideration of Resolution R2025-02-1244 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 2023-2024 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 Tim Rawlings, Building Official

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.

The no changes made from last year’s Agreement.

Budget Implications

The annual fee has not changed from \$210 per establishment and re-inspection fee's have remained at \$105.

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 2024-2025.

Supporting Documentation and Attachments

1. R2025-02-1244 Dallas County ILA -Food Establishment Agreement FY25

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2025-02-1243**

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 2024-2025 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, 2024, through September 30, 2025, 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 17th DAY OF FEBRUARY 2025.

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**

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

This **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. The **County** and **Participant** are collectively referred to herein as the “**Parties**” and individually referred to as a “**Party**.”

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

WHEREAS, Participant desires to participate with County in establishing coordinated health services for Participant; and

WHEREAS, the 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 the County as a whole.

Now therefore, Dallas 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 requires, in addition to the above-mentioned services, may result in additional fees to Participant.

1.4 The 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 the 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 The 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. The 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 of services if not subsidized at the local level. The County will notify Participant in writing of any amount of reduction, and any extent to which services will be curtailed 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 the 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 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.
BUDGET

2.1 The County agrees to submit to Participant by July 31st of each year a proposed budget describing the proposed level of services for the next Agreement Term;

2.2 For the Term of this Agreement, the 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;

2.3 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.

2.4 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.

2.5 This Agreement is contingent upon Participant's appropriation of funds, or ability to perform in-kind services as described in Section 2.4 of this Agreement, for the services set forth herein. In the event Participant fails to appropriate such funds, or provide in-kind services, the County shall not incur any obligations under this Agreement.

III.
ASSURANCES

- 3.1** The County shall operate and supervise the Program.
- 3.2** 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.
- 3.3** Participant agrees to provide to the County or assist the 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 the County and the County shall not be liable to Participant or any third party for the condition of the facilities, including any premises defects.
- 3.4** Participant and the County agree that other cities/towns/municipalities may join the Program by entering into an agreement with the County that contains the same basic terms and conditions as this Agreement.
- 3.5** 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.

IV.
FINANCING OF SERVICES

- 4.1** The health services provided under this Agreement will be financed as follows:
 - A.** Participant and the 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 the County, or provide in-kind services, its share of budgeted costs that are more than 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.** The County shall bill Participant each month an amount equal to one-twelfth (1/12) of its 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 the County agree that no more than ten percent (10%) of the City/Town's cost of participating in the Program will be used for administration of the Program.

**V.
TERM**

The Term of this Agreement shall be effective from October 1, 2024, through September 30, 2025, unless otherwise stated in this Agreement.

**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 is incorrect, incomplete, and/or false in any way.

**VII.
RESPONSIBILITY**

7.1 The 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 the 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 the 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 the County will be responsible for their respective costs of such insurance, all deductible amounts in any policy and any denials of coverage made by ILA for Coordinated Health Services

their respective insurers.

IX.
ACCESS TO RECORDS RELEVANT TO PROGRAM

Participant and the County agree to provide to the other, upon request, copies of the books and records relating to the Program. Participant and the County further agree to give Participant and County health officials access to all Program activities. Both Participant and the 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
City of Hutchins
PO Box 500
Hutchins, TX 75141

If to the 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
Deputy Administrator, Civil Division
500 Elm Street, Suite 6300
Dallas, Texas 75202

**XI.
IMMUNITY**

11.1 This Agreement is expressly made subject to the 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 the County has by operation of law or otherwise.

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

**XII.
COMPLIANCE WITH LAWS AND VENUE**

In providing services required by this Agreement, Participant and the 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 Dallas County, Texas.

**XIII.
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.

**XIV.
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.

**XV.
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.

XVI.

GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, the 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.

XVII.
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.

XVIII.
FISCAL FUNDING CLAUSE

18.1 Notwithstanding any provisions contained herein, the obligations of the 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 the 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 the 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.

XIX.
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.

XX.
PREVENTION OF FRAUD AND ABUSE

20.1 Participant and the 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 the County or Participant’s employees or agents shall be reported immediately for appropriate action. Moreover, Participant and the 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 the 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.

XXI.
AGENCY/INDEPENDENT CONTRACTOR

21.1 The 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 The 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 the 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.

XXII.
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.

XXIII.
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 the County, as the case may be.

[Signatures on Following Page]

[Intentionally Left Blank]

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

DALLAS COUNTY

HUTCHINS

CLAY LEWIS JENKINS
Dallas County Judge

MARIO VASQUEZ
Mayor

Date: _____

Date: _____

RECOMMENDED:

PHILIP HUANG, MD, MPH
Executive Director, DCHHS

APPROVED AS TO FORM FOR DALLAS COUNTY*:

JOHN CREUZOT
DISTRICT ATTORNEY

BARBARA NICHOLAS
DEPUTY ADMINISTRATOR, CIVIL DIVISION

Date: _____

CHERIE K. BATSEL
Assistant District Attorney
Dallas County DA's Office, Civil Division

*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

SEXUAL HEALTH CLINIC

Office Visits	\$20/visit
Blood Drawing	\$5 each
Chemical Lesion Reduction	\$45 each
Medical Records Copies	\$5 each
Cryotherapy	\$15 each

TUBERCULOSIS CLINIC

TB Testing-Level I (Office Visit)	\$30/Visit
TB Testing-Level II (IGRA)	\$50 each
Chest X-Ray Copies	\$5 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

NURSING SERVICE

Hepatitis A Havrix*	\$85/Injection
Hepatitis B Vaccine*	\$65/Injection
Twinrix	\$125/Injection
Rabies (PE)	\$415/Injection
IPV	\$55/Injection
Pneumococcal	\$135/Injection
Adacel (Pertusis) (Tdap)	\$35/injection
HIB	\$25/injection
Japanese Encephalitis	\$380/Injection
Typhoid (Polysaccharide)	\$100/Injection
Typhoid (Oral)	\$105 box
Yellow Fever Vaccine**	\$205/Injection
Boostrix Vaccine*(Tdap)	\$55/Injection
Influenza Vaccine*	\$30/Injection
Influenza (High Dose)	\$80/Injection
Rabies Administrative Fee/ Serves State Vaccine	\$25 each
Foreign Travel Office Visit Fee	\$25/visit
TD*	\$50/Injection
COVID Vaccine (Adults)	\$135/Injection
COVID Vaccine (Pediatrics)	\$135/Injection

INFECTIOUS DISEASES

Non-Contagious Disease Certification Letter \$20 each

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

Pregnancy Test	\$20 each
Urinalysis	\$15 each
Dark Field	\$16 each
Herpes Culture	\$38 each
HIV-1 RNA Testing	\$115 each
HIV-1 Quant Assay Testing	\$80 each
Herpes Type 1 & 2 Serology	\$50 each
Residual Clinical Specimens	\$5 each

Varivax	\$180/Injection
Meningococcal (MCV4)*	\$165/Injection
Shingrix	\$205/Injection
Gardasil (HPV)	\$295/Injection
Hepatitis A (Pediatric)	\$45/Injection
Hepatitis B (Pediatric)	\$35/Injection
RSV Vaccine	\$300/Injection
DTaP (Daptacel)	\$40/Injection
DTap-HepB-IPV	\$85/Injection
DTaP-IPV	\$70/Injection
Rotavirus	\$150/Injection
PCV13	\$250/Injection
MMR*	\$105/Injection

Communicable Disease Program:

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

Immunization/VFC Program:

DPT,DT,Hib,	\$5/Per child
Well Baby	\$5/Visit
Diabetic Testing	\$5/Test
Immunization Record	\$5 each
Foreign Travel Yellow Card	\$5 each

Note: (1)*Vaccines marked with asterisks are part of the Adult Safety Net Program (ASNP). Clients eligible to receive through the ASNP will be charged a fee of \$10/shot. Effective August 1, 2023 ASNP no longer offered pneumococcal, varicella and human papillomavirus vaccines. (2) **Vaccine Unavailable.

ENVIRONMENTAL HEALTH

Septic Tank Inspection	\$310/Commercial/Business \$260/Residential
Septic Tank Re-inspection	\$35/Residential \$85/Commercial
Food Establishment Inspection	\$210/yr./establishment
Half-Way Houses & Boarding Homes, Residential	\$75/plus \$25 for each additional unit on site
Mosquito Spraying for Non- contracting cities	\$185/ per hour
Water Sample	\$50
Mosquito Testing	\$35
Food Mgr. Cert. Program	\$100/per person
Food Mgr. Cert. Retesting	\$50/per person
Food Prep Truck Permit	\$185
Food Prep Truck Plan Review	\$562
Food Prep Truck Application	\$481
Food Prep Truck Administrative	\$50
Catering Truck Permit	\$300
Catering Truck Application	\$121
Catering Truck Administrative	\$50

Day Care Center Inspections	\$2/per authorized child
Temporary Food Permit	\$75/plus \$10 per day
Funeral Home Inspection	\$200
FHA, VA, Conventional Loans	\$125/Licensed \$150/Unlicensed
Annual Group Home Inspection	\$50
Food Handler Class	\$15/per person
Sub-division Plat Approval	\$200/Residential \$150/Commercial
Animal Control/Quarantine	\$7/per day
Animal Control/Vicious Animal	\$12/per day
Food Manager Re-certification	\$50/Test
W/Multiple Test Sites	
Food Cart Permit	\$240
Food Cart Plan Review	\$205
Food Cart Application	\$121
Food Truck Administrative	\$50

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

Updated on November/2023

Dallas County Health and Human Services

Annual Summary of Services

January 1, 2023 thru December 31, 2023

Exhibit B

Municipality	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases
Addison	19	98	1,850	97
Balch Springs	213	134	1,639	72
Carrollton	582	192	1,975	257
Cedar Hill	400	208	4,049	57
Cockrell Hill	6	0	2,297	19
Coppell	229	28	1,842	142
Dallas	17,424	6,681	62,977	15,267
Desoto	321	282	2,142	628
Duncanville	300	188	1,349	137
Farmers Branch	82	69	4,173	127
Garland	2,162	606	9,153	187
Glenn Heights	104	91	1,161	2
Grand Prairie	626	343	7,414	735
Highland Park	0	0	4,058	13
Hutchins	12	37	4,172	62
Irving	3,247	591	6,028	1,085
Lancaster	235	312	4,671	26
Mesquite	750	568	5,415	472
Richardson	407	152	1,682	315
Rowlett	245	98	986	16
Sachse	31	17	181	8
Seagoville	48	60	1,570	73
Sunnyvale	4	3	25	50
University Park	0	0	600	0
Wilmer	13	33	2,604	11
Out of County	761	1,893	72,520	2,469
Total	28,221	12,684	206,533	22,327

Dallas County Health and Human Services

Contract Cost by Category

FY2025

Exhibit C

Municipality

	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases	FY '25 Contract Total
Addison	\$ 1,981	\$ 18,824	\$ 36,079	\$ 4,551	\$ 2,500
Balch Springs	\$ 22,212	\$ 25,738	\$ 31,964	\$ 3,378	\$ 9,377
Carrollton	\$ 60,694	\$ 36,879	\$ 38,517	\$ 12,057	\$ 23,823
Cedar Hill	\$ 41,714	\$ 39,952	\$ 78,965	\$ 2,674	\$ 2,498
Cockrell Hill	\$ 626	\$ -	\$ 44,797	\$ 891	\$ 1,011
Coppell	\$ 23,881	\$ 5,378	\$ 35,923	\$ 6,662	\$ 3,131
Dallas	\$ 1,817,052	\$ 1,283,274	\$ 1,228,196	\$ 716,234	\$ 1,754,252
Desoto	\$ 33,475	\$ 54,166	\$ 41,774	\$ 29,462	\$ 17,620
Duncanville	\$ 31,285	\$ 36,111	\$ 26,309	\$ 6,427	\$ 11,273
Farmers Branch	\$ 8,551	\$ 13,253	\$ 81,383	\$ 5,958	\$ 6,856
Garland	\$ 225,463	\$ 116,399	\$ 178,504	\$ 8,773	\$ 80,156
Glenn Heights	\$ 10,846	\$ 17,479	\$ 22,642	\$ 94	\$ 574
Grand Prairie	\$ 65,282	\$ 65,883	\$ 144,590	\$ 34,482	\$ 38,854
Highland Park	\$ -	\$ -	\$ 79,140	\$ 610	\$ 132
Hutchins	\$ 1,251	\$ 7,107	\$ 81,364	\$ 2,909	\$ 3,149
Irving	\$ 338,612	\$ 113,518	\$ 117,560	\$ 50,901	\$ 81,906
Lancaster	\$ 24,507	\$ 59,928	\$ 91,095	\$ 1,220	\$ 12,106
Mesquite	\$ 78,213	\$ 109,100	\$ 105,605	\$ 22,143	\$ 31,608
Richardson	\$ 42,444	\$ 29,196	\$ 32,803	\$ 14,778	\$ 23,756
Rowlett	\$ 25,550	\$ 18,824	\$ 19,229	\$ 751	\$ 4,925
Sachse	\$ 3,233	\$ 3,265	\$ 3,530	\$ 375	\$ 362
Seagoville	\$ 5,006	\$ 11,525	\$ 30,619	\$ 3,425	\$ 6,440
Sunnyvale	\$ 417	\$ 576	\$ 488	\$ 2,345	\$ 99
University Park	\$ -	\$ -	\$ 11,701	\$ -	\$ 48
Wilmer	\$ 1,356	\$ 6,339	\$ 50,784	\$ 516	\$ 2,597
Out of County	\$ 79,360	\$ 363,604	\$ 1,414,306	\$ 115,830	\$ 77,142
Total	\$ 2,943,011	\$ 2,436,319	\$ 4,027,867	\$ 1,047,446	\$ 2,196,195

Dallas County Health and Human Services

Total Contract Costs

FY2025

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: February17, 2025

MEETING TYPE: City Council

SUBMITTED BY: Tim Rawlings

AGENDA CAPTION: Consideration of Resolution R2025-02-1244 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 2023-2024 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 Tim Rawlings, Building Official

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.

The no changes made from last year’s Agreement.

Budget Implications

The annual fee has has not changed from \$210 per establishment and re-inspection fee's have remained at \$105.

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 2024-2025.

Supporting Documentation and Attachments

1. R2025-02-1244 Dallas County ILA -Food Establishment Agreement FY25

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. 2025-02-1244**

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 2024-2025 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, 2024, through September 30, 2025, 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 17TH DAY OF FEBRUARY 2025.

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 OF DALLAS	§	COUNTY HEALTH AND HUMAN SERVICES, AND
	§	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 (collectively “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 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, 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 “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, 2025 unless otherwise stated in this Agreement. (“Term”)

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

- A. The County will perform a minimum of two (2) 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;
- B. Additional follow-up inspections will be performed as deemed necessary by the County;
- C. 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 will be charged additional fees;
- D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;
- E. 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 aTerm for each food establishment inspected.

B. Beginning with the third inspection of a food establishment, the City will pay a One Hundred and Five 00/100 Dollars (\$105.00) fee for each additional inspection of that establishment requested by the City.

C. 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 of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.

D. 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.

E. 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 inspection reports and will on a monthly basis send such inspection reports to the City. If the County receives a request for inspection records, the County will respond in accordance with Texas Government Code, Chapter 552, also known as the “Texas Public Information Act”.

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 must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be 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.

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

ILA FOOD ESTAB INSPECT & ENVIRONMT HEALTH SVCS BTW DALLAS COUNTY & HUTCHINS - 2024-25

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:

COUNTY

Clay Lewis Jenkins, County Judge
Dallas County
500 Elm Street, Suite 7000
Dallas, Texas 75202

HUTCHINS

Cynthia Olguin, City Secretary
City of Hutchins
PO Box 500
Hutchins, TX 75141

W/copy to:

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

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 enterpriser, joint venturer 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 Hutchins 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 parties 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 _____ 2025. ("Effective Date")

FOR DALLAS COUNTY:

FOR CITY:

BY: _____
Clay Lewis Jenkins
County Judge

BY: _____
City Manager/Mayor

DATE: _____

DATE: _____

Recommended:

Recommended (CITY):

BY: _____
Dr. Philip Huang
Director, DCHHS

BY: _____
Title: _____

Approved as to Form*:

Approved as to Form (CITY):

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

BY: _____
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).