



**CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA**

**Tuesday, May 13, 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 Tuesday, May 13, 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. ELECTION MATTERS

1. Discuss and consider Resolution R2025-05-1257 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, CANVASSING THE RETURNS OF THE MAY 3, 2025, GENERAL ELECTION TO ELECT THREE (3) COUNCIL MEMBERS AT LARGE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Cynthia Olguin
2. Issue Statements of Officer and administer Oaths of Office to newly elected Councilmembers.
3. Discuss and consider the appointment of Mayor Pro-Tem for 2025-2026. Presented by: Cynthia Olguin

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

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

4. Consider approval of city council meeting minutes for March 2025. Presented by: Cynthia Olguin

F. PRESENTATIONS

5. 2025 Police Week Proclamation. Presented by: Steve Perry, Police Chief

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

6. Discuss and consider Resolution R2025-05-1259 of the CITY COUNCIL of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT MADE BY AND BETWEEN THE HUTCHINS ECONOMIC DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION AND CYNTHIA MICKENS MINISTRIES, INC., A TEXAS NONPROFIT CORPORATION. Presented by Guy Brown

7. Discuss and consider Resolution No. R2025-05-1260 authorizing the City Administrator to purchase a Generac SG400, 400KW Natural Gas Generator from Waukesha-Pearce Industries, including installation for \$435,183.00. Presented by: Tim Rawlings

8. Discuss and consider Resolution R2025-05-1261 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CHIEF OF POLICE TO APPLY FOR GRANT FUNDING TO FUND IN WHOLE OR IN PART A NEW RECORDS MANAGEMENT SYSTEM, FROM THE OFFICE OF THE GOVERNOR (OOG) CRIMINAL JUSTICE DIVISION (CJD) FOR THE FY 2025/2026 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AND AUTHORIZING THE CITY ADMINISTRATOR OR THEIR DESIGNEE TO ACT ON THE CITY'S BEHALF TO ADMINISTER THE GRANT, AND PLEDGING THAT THE CITY OF HUTCHINS WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE CRIMINAL JUSTICE DIVISION (CJD) OFFICE OF THE GOVERNOR (OOG). Presented by Chief Steve Perry

9. Discuss and consider Resolution R2025-05-1262 of the CITY COUNCIL of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE AGREEMENT WITH FALKENBERG CONSTRUCTION CO., INC. TO PROVIDE AND INSTALL TWO GATEWAY SIGNS AT THE INTERSECTION OF I-45 AND PALESTINE ROAD & DOWDY FERRY ROAD. Presented by: Mamun Yusuf, Director of Public Works

10. Discuss and consider a request to purchase a replacement vehicle. Presented by Fire Chief Stacey Hickson

11. Discuss and consider Hutchins Animal Shelter Artwork and contract and authorizing the City Administrator to negotiate and execute the contract. Presented by: Steve Perry, Police Chief

H. ITEMS OF COMMUNITY INTEREST

12. Spring Clean Up, Saturday, May 17, 2025, at 300 N. Main with Shred Event from 9 am - 11 am in the back parking lot at City Hall.

Atwell Public Library Board Meeting, Tuesday, May 20, 2025, 6:30 p.m., Hutchins City Hall, 321 N. Main St., Hutchins.

Planning and Zoning Commission Meeting, Tuesday, May 27, 2025, 6:00 p.m., Hutchins City Hall, 321 N. Main St., Hutchins.

City Council Meeting, Monday, June 2, 2025, 6:30 pm, Hutchins City Hall, 321 N. Main St., Hutchins.

City Council Meeting, Monday, June 16, 2025, 6:30 pm, Hutchins City Hall, 321 N. Main St., Hutchins.

I. ADJOURN

CERTIFICATION

I certify that a copy of the May 13, 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 May 9, 2025, before 6:30 p.m.

Cynthia Olguin

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:	May 13, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Cynthia Olguin
AGENDA CAPTION:	Discuss and consider Resolution R2025-05-1257 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, CANVASSING THE RETURNS OF THE MAY 3, 2025, GENERAL ELECTION TO ELECT THREE (3) COUNCIL MEMBERS AT LARGE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Cynthia Olguin

Background Information

On February 3, 2025, the Hutchins City Council ordered a Joint General Election for May 3, 2025, to elect three (3) City Councilmembers at large to serve three-year terms. Chapter 67 of the Texas Election Code states that the results of the election are not unofficial until canvassed by the City Council.

On May 2, 2025, the Secretary of State issued Election Advisory 2025-03, Post-Election Procedures and Qualifying for Office for the May 3, 2025, Uniform Election. The canvass must be conducted at an open meeting of the governing body no later than the eleventh day after election day, Wednesday, May 14, 2025.

The canvass cannot occur until the early voting ballot board has: (1) qualified and counted all provisional ballots if a provisional ballot has been cast in the election; (2) counted all timely received late-arriving ballots, including the next business day, military and overseas ballots; and (3) counted all ballots contained in previously defective carrier envelopes which were corrected by voters by the required deadline. (Tex. Elec. Code § 67.003).

Dallas County Elections does not break down the provisional or outstanding mail ballots by district or entity, therefore, the joint election entities must wait until the County issues the final countywide canvassing report for all entities participating in the May 3, 2025 election.

Pursuant to the Code, only two officers are needed for a quorum for a canvassing meeting. Tex. Elec. Code § 67.004(a).

The canvassing authority shall prepare a tabulation stating the following:

1. Each candidate
2. Total number of votes received in each precinct
3. Sum of precinct totals tabulated
4. Votes FOR and AGAINST each measure

Legal Review

Staff Recommendation

Supporting Documentation and Attachments

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2025-05-1257**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, CANVASSING THE RETURNS OF THE MAY 3, 2025, JOINT GENERAL ELECTION TO ELECT THREE (3) COUNCIL MEMBERS AT LARGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 3, 2025, the City Council of the City of Hutchins, Texas approved Resolution R2025-02-1234 ordering the Joint General Election for May 3, 2025, for the purpose of electing a three (3) City Council Members at large for three year terms, providing for publication and posting of notice in accordance with law, and appointing election officials required for the conduct of the election, and;

WHEREAS, it is hereby found and determined that the notice of the election was duly given in the form, manner, and time required by law, and said election was in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such election; and

WHEREAS, there was held in the City of Hutchins, Texas, on the 3rd day of May 2025, a Joint General Election for the purpose three (3) City Council Members at large; and

WHEREAS, under the authority of Texas Election Code Chapter 67, the City Council shall canvass the returns and declare the results of the General Election held on May 3, 2025; and

WHEREAS, attached hereto as Exhibit A is the Final Canvass Report of Unofficial Results of said election have been duly and legally presented by Dallas County Elections Central Counting Division and submitted to the City Council for canvassing, and a tabulation of the returns for the polling place and for early voting and election day, as canvassed and tabulated by this governing body for three (3) City Council Members at-large, as follows:

NAME	TOTAL	VOTE %	EV – In Person	EV Mail	EV-ED Provisional	Election Day
Raymond Elmore	153	22.27%	83	0	0	70
Demarcus Odom	145	21.11%	84	0	0	61
America Rodriguez	113	16.45%	61	0	0	52
Margaret Davis	98	14.26%	57	0	0	41
Dominic Homayoun Didehbani	95	13.83%	53	0	0	42
Alicia McCowan	43	6.26%	25	0	0	18
Simeon D. Fletcher	40	5.82%	27	0	0	13
Total Votes Cast	687	100.00%	390	0	0	297

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

SECTION 1. The Hutchins City Council finds and declares that the election was duly called and notice of said election was given in accordance with law, said election was held in accordance with law.

SECTION 2. That the said name parties below are hereby declared duly elected to said respective offices, subject to the taking of their oaths of office as provided by the laws of the State of Texas:

- Raymond Elmore, City Council Member, at large
- Demarcus Odom, City Council Member, at-large
- America Rodriguez, City Council Member, at-large

SECTION 3. This resolution shall become effective immediately after its passage.

DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, THIS 13TH DAY OF MAY 2025.

APPROVED:

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

**HUTCHINS FINAL UNOFFICIAL CANVASS REPORTS
May 5, 2025, Joint Election**

Final Cumulative Totals

***PENDING DALLAS COUNTY ELECTIONS FINAL CANVASS
REPORTS***



STAFF REPORT

MEETING DATE: May 13, 2025

MEETING TYPE: City Council

SUBMITTED BY: Cynthia Olguin

AGENDA CAPTION: Issue Statements of Officer and administer Oaths of Office to newly elected Councilmembers.

Background Information

Per the Secretary of State's issued Election Advisory 2025-02, Post-Election Procedures and Qualifying for Office for May 3, 2025, Uniform Election, before an elected (or appointed) officer may assume the duties of the office, the officer must first file a Statement of Officer for the official records of the governing body. Tex. Const. Art. XVI, § 1.

Election Advisory 2025-02 recommends that post-election procedures occur in the following sequence:

- Election is canvassed at an open meeting.
- Certificate of Election is issued to newly-elected officers.
- Statement of Officer is completed (to be filed locally).
- Newly-elected officers may take the Oath of Office.
- After taking the Oath of Office, newly-sworn officers may assume the duties of their office.

Judge Cass Calloway will administer the Oaths of Office during the scheduled event. For any elected officials unable to attend, the City Secretary will administer the oaths at a later date in accordance with Section 602.002 of the Texas Government Code.

Budget Implications

None

Operational Impact

None

Legal Review

None

Staff Recommendation

Supporting Documentation and Attachments



STAFF REPORT

MEETING DATE:	May 13, 2024
MEETING TYPE:	City Council
SUBMITTED BY:	Cynthia Olguin
AGENDA CAPTION:	Discuss and consider the appointment of Mayor Pro-Tem for 2024-2025. Presented by: Cynthia Olguin

Background Information

The mayor pro tempore is a member of the council who performs the mayor's duties during the mayor's incapacity or absence. The mayor pro-tem is selected by a majority vote of the council from among its membership. The mayor pro-tem term is for one year. The mayor pro-tem retains the right to vote on all matters before the council while performing the duties of the mayor (Local Government Code Section 22.037 and 23.027).

Budget Implications

None

Operational Impact

None

Legal Review

None

Staff Recommendation

Supporting Documentation and Attachments

Staff recommends council, by motion and a second, vote to appoint the mayor pro-tem for a one-year term.



STAFF REPORT

MEETING DATE:	May 13, 2025
MEETING TYPE:	City Council Meeting
SUBMITTED BY:	Cynthia Olguin
AGENDA CAPTION:	Consider approval of city council meeting minutes for March 2025 Presented by: Cynthia Olguin

Background Information

Consider approval of the meeting minutes for March 3, 2025, and March 17, 2025, Regular City Council Meeting.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends approval of the minutes.

Supporting Documentation and Attachments



**CITY OF HUTCHINS
CITY COUNCIL MEETING
MINUTES**

**Monday, March 03, 2025 at 6:30 PM
City Hall, 321 N. Main Street**

A Regular Meeting of the Hutchins City Council was held on Monday, March 3, 2025, at 6:30 p.m. at Hutchins City Hall Council Chambers, 321 N. Main Street, Hutchins, Texas, at which time the following items were discussed and considered.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Vasquez called the regular meeting to order at 6:30 p.m. and announced a quorum. Councilmember Odom was absent. Mayor Vasquez announced that he was changing the order of the agenda items.

PRESENT

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

ABSENT

- Councilmember Demarcus Odom

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Mr. James Spence gave the invocation, and Councilmember Didehbani led the Pledge of Allegiance.

Mayor Vasquez announced that there would be a slight change in the order of the Agenda and Item G.7 would be the first item to discuss and consider.

G. 7. Discuss and consider Ordinance No 2025-03-1206 of the City of Hutchins, Texas, authorizing the Issuance of “City of Hutchins, Texas, General Obligation Bonds, Series 2025; specifying the Terms and Features of said Bond.

Director of Finance Maria Joyner announced that the \$28 million bond will fund the construction of a state-of-the-art Recreation Center and Library.

Councilmember Nichols made the motion, seconded by Councilmember Elmore, to approve Ordinance No. 2025-03-1206. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Steve Nichols, Raymond Elmore, Dominic Didehbani

Voting Nay:

C. CITIZEN COMMENTS – None

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.

1. Consider approval of the city council meeting minutes for January and February 2025. Presented by: Cynthia Olguin

Councilmember Elmore made the motion, seconded by Councilmember Campbell, to approve the consent agenda as presented. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Steve Nichols, Raymond Elmore, Dominic Didehbani
Voting Nay:

E. PRESENTATIONS

2. Annual Reports Presentation. Presented by Steve Perry and Staff, Police Chief

Police Chief Perry presented the annual crime report along with the racial profiling report. The updates included information on Crime Watch Meetings, Citizens on Patrol, and recent developments in Animal Control. Additionally, the Patrol Division provided a comparison of statistics for 2023 and 2024, and updates were provided by the Communications Division and the Criminal Investigation Division.

2. Flock Security presentation on providing video surveillance for the City Parks. Presented by: Mamun Yusuf, Director of Public Works

Director of Public Works, Mamun Yusuf, presented a proposal for five PTZ cameras at a cost of \$18,875. The locations for the cameras include MLK Park, Sunrise Park, two at Campbell Park (one for the pavilion and one for the restrooms), and one at Valley View Park. This item will be presented for action at the next council meeting.

F. PUBLIC HEARINGS

4. A. Conduct a Public Hearing regarding a request for a 4B project at 801 West Palestine Street, Suite 106.

HEDC Executive Director Guy Brown presented the item and answered questions.

B. Open Public Hearing and Receive Comment.

Mayor Vasquez opened the public hearing at 7:40 p.m. With there being no registered speakers, the public hearing was closed at 7:41 pm.

C. Discuss and consider Resolution R2025-03-1245 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 801 WEST PALESTINE, SUITE 106, HUTCHINS, TEXAS; AUTHORIZING THE HEDC EXECUTIVE DIRECTOR TO EXECUTE THE FINAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Guy Brown HEDC Executive Director

Councilmember Elmore made the motion, seconded by Councilmember Campbell, to approve the Resolution R2025-03-1245. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Steve Nichols, Raymond Elmore, Dominic Didehbani

Voting Nay:

5. A. Conduct a Public Hearing regarding a request for a 4B project at and near 301 West Wintergreen.

HEDC Executive Director Guy Brown presented the item and answered questions. EDC will contribute \$400,000. The project must provide deceleration lanes and provide a Certificate of Occupancy to receive the contribution.

B. Open the Public Hearing and receive comments

Mayor Vasquez opened the public hearing at 7:47 p.m. With there being no public comments, the public hearing was closed at 7:48 pm.

C. Discuss and consider Resolution R2025-03-1246 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT AND NEAR 301 WEST WINTERGREEN, HUTCHINS, TEXAS; AUTHORIZING THE HEDC EXECUTIVE DIRECTOR TO EXECUTE THE FINAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Guy Brown, HEDC Executive Director

Councilmember Didehbani made the motion, seconded by Councilmember Elmore, to approve the Resolution R2025-03-1246. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Steve Nichols, Raymond Elmore, Dominic Didehbani

Voting Nay:

6. A. Conduct a Public Hearing regarding a request for a 4B project at 207 North Main Street.

HEDC Executive Director Guy Brown presented the item and answered questions. The shopping strip was built in the 1940's and is in need of repairs. The owners are requesting assistance with the electricity, ventilation, signage, and cleanup.

B. Open the Public Hearing and receive comments.

Mayor Vasquez opened the public hearing at 7:50 p.m. With there being no public comments, the public hearing officially closed at 7:52 PM.

C. Discuss and consider Resolution R2025-03-1247 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 207 MAIN STREET, HUTCHINS, TEXAS; AUTHORIZING THE HEDC EXECUTIVE DIRECTOR TO EXECUTE THE FINAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Guy Brown HEDC Executive Director

Councilmember Nichols made the motion, seconded by Councilmember Didehbani, to approve Resolution R2025-03-1247. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Steve Nichols, Raymond Elmore, Dominic Didehbani
Voting Nay:

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

- 8. Discuss and consider Resolution R2025-03-1248 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING CONTINUED MEMBERSHIP IN THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION. Presented by: Katherine Lindsey, Assistant to the City Administrator**

Councilmember Nichols made the motion, seconded by Councilmember Elmore, to approve Resolution R2025-03-1248. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Steve Nichols, Raymond Elmore, Dominic Didehbani
Voting Nay:

- 9. Discuss and consider Resolution R2025-03-1249 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE AGREEMENT WITH KIMLEY-HORN, INC. FOR JJ LEMMON ROAD WIDENING. Presented by: Mamun Yusuf, Director of Public Works**

Councilmember Elmore made the motion, seconded by Councilmember Didehbani, to approve Resolution R2025-03-1249. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Steve Nichols, Raymond Elmore, Dominic Didehbani
Voting Nay:

- 10. Discuss and consider Resolution R2025-03-1250 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HUTCHINS AND MODIFIED LOGIC, INC., FOR LASERFICHE SELF-HOSTED SUBSCRIPTION IMPLEMENTATION. Presented by: Katherine Lindsey, Assistant to the City Administrator**

Councilmember Nichols made the motion, seconded by Councilmember Campbell, to approve Resolution R2025-03-1250. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Steve Nichols, Raymond Elmore, Dominic Didehbani
Voting Nay:

- 11. Discuss and consider Resolution R2025-03-1251 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CHIEF OF POLICE TO APPLY FOR GRANT FUNDING TO FUND IN WHOLE OR IN PART A NEW RECORDS MANAGEMENT SYSTEM, FROM THE OFFICE OF THE GOVERNOR (OOG) CRIMINAL JUSTICE DIVISION (CJD) FOR THE FY 2025/2026 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM. Presented by: Steve Perry, Police Chief**

Councilmember Nichols made the motion, seconded by Councilmember Didehbani, to approve Resolution R2025-03-1251. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Steve Nichols, Raymond Elmore, Dominic Didehbani
Voting Nay:

H. EXECUTIVE SESSION

12. Pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, §551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision to a business prospect: 1) Project Visitation. Presented by: Guy Brown HEDC Executive Director

Mayor Vasquez convened into Executive Session at 8:33 p.m.

I. RECONVENE INTO REGULAR SESSION

13. Take action, if any, as a result of Executive Session:

a. Deliberation regarding economic development negotiations. 1) Project Visitation

Mayor Vasquez reconvened into Regular Session at 8:35 p.m.

Motion made by Councilmember Nichols, seconded by Councilmember Didehbani, to authorize the City Administrator to negotiate and execute final Chapter 380 Documents with Project Visitation for property located at 301 West Wintergreen. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Dominic Didehbani
Voting Nay: 0

J. ITEMS OF COMMUNITY INTEREST

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

K. ADJOURN

Motion made by Councilmember Elmore, seconded by Councilmember Nichols, to adjourn the meeting at 8:38 PM. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Dominic Didehbani
Voting Nay: 0

**PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL AT A REGULAR MEETING
HELD ON THE 3rd DAY OF MARCH 2025.**

APPROVED:

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary



**CITY OF HUTCHINS
CITY COUNCIL MEETING
MINUTES**

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

A Regular Meeting of the Hutchins City Council was held on Monday, March 17, 2025, at 6:30 p.m. located at Hutchins City Hall Council Chambers, 321 N. Main Street, Hutchins, Texas, at which time the following items were discussed and considered.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Vasquez called the regular meeting to order at 6:28 p.m. and announced a quorum.

PRESENT

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

ABSENT

- Councilmember Dominic Didehbani

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Mr. James Spence gave the invocation and Councilmember Nichols led the Pledge of Allegiance.

C. CITIZEN COMMENTS – None

D. PRESENTATIONS

1. Fire Department Annual Report Presented by Stacey Hickson, Fire Chief

Chief Hickson presented the 2024 Annual Fire Department report and answered questions.

2. Police Department Employee Commendations Presented by: Steve Perry, Police Chief

Chief Perry presented commendations to the following Police Department Personnel: Sergeant Phelps and Officer Ramirez were recognized for their investigation efforts that led to the recovery of \$900,000 of stolen property from the Melissa Valley Lot. Sergeant Chris Silvi was recognized for an arrest that led to the recovery of stolen lumber from a large construction site. Officer Pena, Officer Pena, and Communications Officer Brittney Bulvan were recognized for their efforts in assisting a seventeen-year-old young man return home to his mother.

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

3. RESOLUTION R2025-03-1252 of the CITY COUNCIL of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE AGREEMENT WITH FLOCK SAFETY, INC. TO PROVIDE VIDEO SURVEILLANCE FOR CITY PARKS. Presented by: Mamun Yusuf, Director of Public Works

The motion was made by Councilmember Elmore, seconded by Councilmember Campbell, to approve Resolution R2025-03-1252. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Steve Nichols, Raymond Elmore, Demarcus Odom
Voting Nay:

4. Discuss and consider Resolution R2025-03-1253 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF HUTCHINS AND GRANICUS, INC. FOR IMPLEMENTATION OF SWAGIT FOR VIDEO AND AUDIO/VISUAL NEEDS IN THE CITY HALL BUILDING LOCATED AT 400 N JJ LEMMON ROAD, HUTCIHNS, TEXAS 75141 IN AN AMOUNT NOT TO EXCEED \$111,110; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Katherine Lindsey, Assistant to the City Administrator

The motion was made by Councilmember Nichols, seconded by Councilmember Elmore, to approve Resolution R2025-03-1253. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay:

5. Discuss and Consider Resolution R2025-03-1254 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT FUNDING OF \$65,855.90 FROM THE OFFICE OF THE GOVERNOR (OOG) CRIMINAL JUSTICE DIVISION (CJD) FOR THE FY 2024 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AND ADJUST THE POLICE DEPARTMENT BUDGET BY \$12,007.46 TO COVER THE INCREASED COST ASSOCIATED WITH THE GRANT AND AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO ACT ON THE CITY'S BEHALF TO ADMINISTER THE GRANT, AND PLEDGING THAT THE CITY OF HUTCHINS WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE CRIMINAL JUSTICE DIVISION (CJD) OFFICE OF THE GOVERNOR (OOG). Presented by: Steve Perry, Police Chief and Maria Joyner, Director of Finance

The motion was made by Councilmember Campbell, seconded by Councilmember Elmore, to approve Resolution R2025-03-1254. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay:

6. Discuss and Consider Resolution R2025-03-1255 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT FUNDING OF \$12,251.52 FROM THE OFFICE OF THE GOVERNOR (OOG) CRIMINAL JUSTICE DIVISION

(CJD) FOR THE FY 2024 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AND ADJUST THE POLICE DEPARTMENT BUDGET BY \$3,072.00 TO COVER THE INCREASED COST ASSOCIATED WITH THE GRANT AND AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO ACT ON THE CITY'S BEHALF TO ADMINISTER THE GRANT, AND PLEDGING THAT THE CITY OF HUTCHINS WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE CRIMINAL JUSTICE DIVISION (CJD) OFFICE OF THE GOVERNOR (OOG). Presented by: Steve Perry, Police Chief and Maria Joyner, Director of Finance

The motion was made by Councilmember Odom, seconded by Councilmember Campbell, to approve Resolution R2025-03-1255. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay:

F. EXECUTIVE SESSION

- 7. Pursuant to the Texas Government Code, Section §551.074 (a)(1) Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Administrator Evaluation**

Mayor Vasquez convened into Executive Session at 7:07 p.m.

G. RECONVENE INTO REGULAR SESSION

- 8. Take action, if any, as a result of Executive Session:**
 - a. Pursuant to the Texas Government Code, Section §551.074 (a)(1) Personnel Matters: City Administrator Evaluation**

The council reconvened into Regular Session at 8:25 p.m.

The Councilmember Nichols made the motion, seconded by Councilmember Campbell, to approve a two percent increase and add one year to the current contract, extending to 2030. All in favor, the motion carried 4-0.

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay:

H. ITEMS OF COMMUNITY INTEREST

- 9. City Secretary Olguin announced the items of community interest.**

I. ADJOURN

Motion made by Councilmember Elmore, seconded by Councilmember Nichols, to adjourn the meeting at 8:32 PM. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay:

PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON THE 5th DAY OF MAY 2025.

APPROVED:

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary



STAFF REPORT

MEETING DATE: May 13, 2025

MEETING TYPE: Regular Council Meeting

SUBMITTED BY: Steve Perry (Police Chief)

AGENDA CAPTION: [2025 Police Week Proclamation] Presented by: [Steve Perry, Police Chief]

Background Information

In appreciation of Police Officers across the Nation and those who have died in the line of duty Congress and the President of the United States have designated May 11th through the 15th 2025 as Police Officer appreciation week.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

N/A

Supporting Documentation and Attachments

Resolution

Proclamation Hutchins, Texas

PROCLAMATION
NATIONAL POLICE WEEK
May 11, 2025, through May 17, 2025

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the Hutchins Police Department play an essential role in safeguarding the rights and freedoms of the City of Hutchins; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Hutchins Police Department unceasingly provide a vital public service.

NOW, THEREFORE, I, Mario Vasquez, Mayor of the City of Hutchins, call upon all citizens of the City of Hutchins, Texas to observe the week of May 11th through the 17th, 2025, as Police Week. During this week I encourage citizens to join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of the City of Hutchins to observe Monday, May 12, 2025, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Hutchins to be affixed this 5th day of May 2025.

Mario Vasquez, Mayor





AGENDA STAFF REPORT

MEETING DATE: May 13, 2025

SUBMITTED BY: Guy Brown, Ex. Dir HEDC

AGENDA CAPTION: Discuss and consider Resolution R2025-05-XXXX of the CITY COUNCIL of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT MADE BY AND BETWEEN THE HUTCHINS ECONOMIC DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION AND CYNTHIA MICKENS MINISTRIES, INC., A TEXAS NONPROFIT CORPORATION.

Background Information

The HEDC received a request for assistance for property located at 302 West Palestine in Hutchins. Cynthia Mickens Ministries organizes and administers a food giveaway every 3rd Saturday in Hutchins. To expand operations and deliver more food to Hutchins and surrounding residents, Ms. Mickens Ross is requesting assistance from the HEDC Board of Directors to purchase a commercial freezer at an estimated cost of \$3,800. Cynthis Mickens Ministries has agreed to promote the HEDC and City of Hutchins as part of their request.

Budget Implications

The cost of the assistance would be derived from the HEDC *Promotional* Budget.

Operational Impact

There is minimal operational impact. The HEDC would release the funds to Cynthia Mickens Ministries once the terms of the Agreement have been satisfied.

Legal Review

The City Attorney has drafted an agreement related to the project.

Staff Recommendation

The HEDC Board of Directors is recommending approval of the attached Resolution.

Supporting Documentation and Attachments

Resolution
Agreement Between the HEDC and Cynthia Mickens Ministries

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2025-05-1259**

A RESOLUTION OF THE HUTCHINS CITY COUNCIL, APPROVING A 4B GRANT FOR THE PURPOSE OF PROMOTIONAL ACTIVITIES FOR CYNTHIA MICKENS MINISTRIES LOCATED AT 302 PALESTINE STREET IN HUTCHINS.

WHEREAS, the Recipient is a community outreach organization that serves the citizens of the City of Hutchins, Texas (“City”); and

WHEREAS, HEDC intends to promote and expand its services within the City by providing sponsorship for the Recipient’s feeding program for Hutchins Citizens (the “Project”); and

WHEREAS, the Recipient intends to market the Project by distributing Marketing Materials throughout the Hutchins community, which acknowledge HEDC to promote economic development within the City; and

WHEREAS, pursuant to Texas Local Government Code, Chapter 505.103, as amended, HEDC may spend corporate revenue for promotional purposes; and

WHEREAS, the Hutchins City Council and HEDC have determined that the Grant (hereinafter defined) to be made hereunder is required and suitable to be used for promotional purposes.

WHEREAS, the City of Hutchins City Council and HEDC have determined that making an economic development grant to the Recipient in accordance with this Agreement will further the objectives of HEDC, will benefit the City and the City’s inhabitants, and will promote the City and HEDC throughout the Metroplex area;

NOW THEREFORE, in consideration of the foregoing, and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

SECTION 1. The Executive Director is hereby authorized to execute the Agreement, which is attached hereto as Exhibit “A,” on behalf of the City of Hutchins EDC.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 13th day of May 2025.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT "A"
Agreement between Cynthia Mickens Ministries and the Hutchins Economic Development Corporation

“Expiration Date” shall mean the date at which the obligations of the Parties as set forth in this Agreement are completed, or thirty (30) days after the Completion Date, whichever occurs first.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government, or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions, or floods, strikes, slowdowns or work stoppages.

“Grant” shall mean an economic development promotional grant in an amount not to exceed Three Thousand Eight Hundred and 00/100 Dollars (\$3,800.00) for sponsorship of the Project to be paid by HEDC to Recipient as set forth herein.

“Marketing Materials” shall mean and include, but not be limited to, pre-and post-Project media releases; social media postings, media advertisements, mailings, flyers, newsletters, and other promotional materials; such materials shall identify HEDC as a sponsor of the Project.

“HEDC” shall mean the Hutchins Economic Development Corporation, a Type B economic development corporation

“Payment Request” shall mean a written request from the Recipient to HEDC for payment of the Grant funds accompanied by sponsorship levels outlining levels of participation from HEDC.

“Recipient” shall mean Cynthia Mickens Ministries, Inc., a Texas nonprofit corporation.

“Related Agreements” shall mean any agreement by and between the HEDC and/or City, and Recipient, or any of its affiliated or related entities.

**ARTICLE II
TERM**

The Term of this Agreement shall begin on the Effective Date and shall continue through the Expiration Date, unless sooner terminated as provided herein.

**ARTICLE III
ECONOMIC DEVELOPMENT GRANT**

3.1 Subject to the continued satisfaction of all the terms and conditions of this Agreement and the obligation of the Recipient to repay the Grant pursuant to Article V hereof, HEDC agrees to provide the Recipient with the Grant to be Recipient to be paid in one (1) installment for the sponsorship of the Project. The Grant shall be paid by HEDC to Recipient within thirty (30) days after receipt of a payment request. Failure to submit the Payment Request for the Grant within thirty (30) days of the Completion Date shall operate as forfeiture of the Grant.

3.2 The Grant made hereunder shall be provided solely from lawful available funds. HEDC shall have no obligation or liability to pay any portion of the Grant unless HEDC appropriates funds to make such payment during the budget year in which the installment of the Grant is payable. HEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Recipient. None of the obligations of HEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution without the prior written consent of HEDC.

3.3 Notwithstanding any other provision of this Agreement, HEDC shall have no obligation or liability to pay any Grants except as allowed by law. HEDC shall not be required to pay any Grants if prohibited under federal or state legislation or a decision of a court of competent jurisdiction. The Grant shall be paid solely from lawfully available funds that have been appropriated by HEDC.

**ARTICLE IV
CONDITIONS TO ECONOMIC DEVELOPMENT GRANT**

4.1 The obligation of the HEDC to pay the Grant shall be conditioned upon the compliance and satisfaction by the Recipient of the terms and conditions of this Agreement and each of the following conditions:

- (a) Good Standing. The Recipient shall not have an uncured breach or default of this Agreement or any Related Agreements.
- (b) Project Implementation. Subject to events of Force Majeure, the Recipient shall cause the Project to be substantially complete by the Completion Date.
- (c) Payment Request. The Recipient shall, as a condition precedent to the payment of the Grant, provide the HEDC with the applicable Payment Request.
- (d) Marketing Materials. The HEDC and City of Hutchins logo shall appear in a prominent position on all Marketing Materials, and HEDC and City shall be listed as a sponsor in all Marketing Materials.
- (e) Project Promotion. The Recipient shall (i) identify HEDC as a sponsor for the Project and (ii) erect signage at Recipient’s headquarters, located at 302 W. Palestine Street Hutchins, TX 75141, signifying HEDC as a sponsor of the Project.

**ARTICLE V
TERMINATION**

5.1 This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) by HEDC, if the Recipient suffers an Event of Bankruptcy or Insolvency; or
- (d) by HEDC or the Recipient, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal.

5.2 In the event the Agreement is terminated by HEDC prior to the Expiration Date pursuant to Section 5.1(b), the Recipient shall immediately pay to HEDC any amounts paid to the Recipient by HEDC pursuant to Section 3.1 herein. This Section 5.2 shall survive termination of this agreement to the extent necessary for HEDC to collect repayment from the Recipient.

5.3 HEDC may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to HEDC from the Recipient, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due HEDC has been reduced to judgment by a court.

**ARTICLE VI
MISCELLANEOUS**

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective Parties. This Agreement may not be assigned without the prior written consent of HEDC.

6.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that the Recipient, in satisfying the conditions of this Agreement, has acted independently, and HEDC assumes no responsibilities or liabilities to third Parties in connection with these actions.

6.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement. The Recipient represents and warrants to HEDC that the Recipient is a duly formed, validly existing Texas Recipient in good standing under the laws of the State of Texas and is authorized to transact business in the State of Texas.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day received as sent by courier or otherwise hand delivered.

If intended for HEDC, to:

With a copy to:

Guy Brown, Executive Director
Hutchins Community Development Corporation
103 W. Palestine Street
P.O. Box 361
Hutchins, Texas 75141

Joseph J. Gorfida, Jr.
Nichols | Jackson, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201

If intended for the Recipient, to:

Cynthia Mickens Ministries, Inc.
Attn: Cynthia Mickens-Smith
302 W. Palestine Street
Hutchins, Texas 75141

6.5 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

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

6.7 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

6.8 Legal Construction. 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 other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

6.12 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.

6.13 Employment of Undocumented Workers. During the term of this Agreement the Recipient agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Recipient shall repay the amount of the Grants and any other funds received by the Recipient from HEDC as of the date of such violation within 120 business days after the date the Recipient is notified by HEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Recipient is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Recipient or by a person with whom the Recipient contracts.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2025.

HUTCHINS ECONOMIC DEVELOPMENT CORPORATION,
a Texas Type B economic development corporation

By: _____
Guy Brown, Executive Director

APPROVED AS TO FORM:

By: _____
Joseph J. Gorfida, Jr., General Counsel

EXECUTED this _____ day of _____, 2025.

CYNTHIA MICKENS MINISTRIES, INC.,
a Texas nonprofit corporation

By: _____
Cynthia Mickens-Ross, President



STAFF REPORT

MEETING DATE: May 13, 2025

MEETING TYPE: City Council

SUBMITTED BY: Tim Rawlings

AGENDA CAPTION: Discuss and consider Resolution No. R2025-05-1260 authorizing the City Administrator to purchase a Generac SG400, 400KW Natural Gas Generator from Waukesha-Pearce Industries, including installation for \$435,183.00. Presented by: Tim Rawlings

Background Information

During the early stages of development, it was discovered that there could be significant cost savings for the City if the generator and the installation were purchased separately. This Resolution authorizes the City Administrator to purchase a Generac SG400, 400KW Natural Gas Generator from Waukesha-Pearce Industries, including installation and a performance bond in the amount of \$435,183.00.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends approval.

Supporting Documentation and Attachments



Waukesha-Pearce Industries, LLC

12320 South Main Street, Houston, TX 77035

Phone: 713-551-0330 ~ Fax: 713-551-0799

Texas License# 34010

Date: Monday, March 17, 2025
 Company: WPI
 Attention: Matt Zilles
 Re: Backup Power Generator and ATS
 Quote Number: 031725-AL001

Dear Matt,

The following quotation is per your request and is based on your requirements for the City of Hutchins TX City Hall.

Proposal is based on scope of work provided. Pricing is subject to change according to the city or county comments and final approved electrical drawings if required.

Scope of Work:

1. Install (1) Generac 400kW 120/208V 3PH Natural Gas Generator with the following options:
 - a. (1) 1200A MLCB
 - b. (1) Estop Pushbutton
 - c. Standard Weather Enclosure
2. Install (1) customer provided 1200A 120/208V 4Pole Automatic Transfer Switch with the following options:
 - a. NEMA 3R Enclosure
 - b. Service Entrance Rated
3. Furnish and install 1,200amps of feeder conductors from utility transformer to ATS utilizing customer provided underground raceways.
4. Furnish and install 1,200amps of feeder conductors from ATS to building MDP utilizing customer provided underground raceways. (Length not to exceed 105ft)
5. Furnish and install 1,200amps of feeder conductors from generator and ATS utilizing customer provided underground raceways. (Length no to exceed 425ft)
6. Power shutdown estimated to be 3days to install new 1200A Automatic Transfer Switch. (Temporary generator not included)
7. Furnish and install fuel supply line and secondary generator gas regulator. (not to exceed 25ft)
8. Relocate gas riser stub up from the generators electrical stub up location to outside of concrete pad. (not to exceed 10ft)
9. Furnish and install Battery Charger and Block Heater circuits to generator utilizing customer provided underground raceways.



Waukesha-Pearce Industries, LLC

12320 South Main Street, Houston, TX 77035

Phone: 713-551-0330 ~ Fax: 713-551-0799

Texas License# 34010

10. Furnish & install controls for new Generator utilizing customer provided underground raceways.
11. Provide crane service to install new 400kw generator. Set onto customer provided generator pad.
12. Provide and install (1) E-stop pushbutton on exterior of generator.
13. Terminate all feeders and applicable control wires.
14. Make all final connections for operational system.
15. Return work area and site to meet or exceed prior conditions.

Total Proposal:

\$259,863.00

Project Clarifications

- Proposal is based on verbal specifications provided by customer. No other information was provided for consideration in this proposal. Compliance with any other specification section(s) or drawing(s) is specifically excluded including those incorporated by reference.
- Proposal is based on customer provided drawing E-001 (Red lined).
- Includes delivery, offloading and installation.
- Includes building, electrical, and plumbing permits if required by local AHJ.
- Includes E-stop and installation.
- Customer is responsible for all costs associated with natural gas meter upgrades or modifications.
- Customer is responsible for all costs associated with the new natural gas line and meter needed to accommodate the new generator proposed.

Assumptions/Exclusions

- Assumes all customer provided conduits are intact and undamaged. Any damaged conduits that cause delays on installation will result in a change order at the customers expense.
- Assumes wire lengths provided by the customer are accurate. Any additional footage that exceeds the footage provided will result in a change order at the customers expense.
- Does not include any modifications to customer provided underground conduits and assumes underground stub up conduits are installed to fit in equipment stub up access areas.
- Does not include engineered drawings if required by local AHJ. (WPI can quote separately)
- Does not include any utility fees, gas or electrical meter upgrades and assumes existing natural gas service has sufficient pressure and volume.



Waukesha-Pearce Industries, LLC

12320 South Main Street, Houston, TX 77035

Phone: 713-551-0330 ~ Fax: 713-551-0799

Texas License# 34010

- Does not include repair or replacement of any existing code violations.
- Does not include temporary generator or temporary lighting/power for power outages.
- Excludes any bollards or vehicle crash protection. (WPI can quote separately)
- Does not include remote annunciator. (WPI can quote separately)
- Assumes unrestricted access to the construction area and work done during normal business hours. Weekends or after-hours work.

Standard Exclusions

- Third party testing.
- Underground obstructions, rock, utilities and hazardous or contaminated materials.
- Over-excavation, compaction or replacement of unsatisfactory sub-grade soils.
- Quotation is limited to the quantity and description listed above.

Standard Clarifications

- Price does not include any federal, state, or local sales, use, property, TERP, or exercise taxes that may be applicable.
- All freight is FOB factory, freight prepaid and allowed to jobsite.
- All work to be done in accordance with any seed and local code requirements.
- Wage scaling not included.
- Startup and customer training is by others.
- Manufacturer's standard literature is available.
- This is subject to WPI Terms & Conditions.
- Due to market volatility of raw commodities, WPI reserves the right to review all material pricing prior to acceptance of a purchase order or entering any contract.
- Quotation is valid for 30 days.

Best Regards,

Arthur Lopez
 Power-Generation
Waukesha-Pearce Industries, LLC
 Cell: (832) 457-8828
 Email: arthur.lopez@wpi.com

Waukesha-Pearce Industries, LLC. (WPI)
Standard Terms and Conditions of Sale

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment.

If WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and notice to proceed
- 35% upon completion of construction and installation
- 15% upon completion of site QA inspection and acceptance of work performed

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for time and materials along with equipment purchases are subject to the following charges:

- 8+ weeks prior to completion date.....25%
- 6-8 weeks prior to completion date.....40%
- 4-6 weeks prior to completion date.....50%
- 2-4 weeks prior to completion date.....75%
- At scheduled completion date.....100%

Product purchased with special engineering requirements or non-returnable materials are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical, construction time and materials or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to additional fees and may be subject to alteration of construction, materials and equipment lead times.

Depending on the nature and timing of the changes requested, it may be necessary to reschedule project completion to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any equipment lead times and construction start or completion dates provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted or vendors providing materials. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer or material vendors, the estimated delivery will again be advised to WPI and WPI will update Buyer on the new estimated lead times. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost

*Waukesha-Pearce Industries, LLC. (WPI)
Standard Terms and Conditions of Sale*

production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment or materials sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

9. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment or materials sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

10. Performance Guarantee

Performance is subject to equipment manufacturer's guarantees for performance and capacities, and is subject to de-rating for actual site conditions.

11. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully including all clarifications and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products or services quoted will meet the Buyer's specifications.

12. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of (90) days from date of project completion or commissioning. All work performed by WPI electrical department will be completed in a workmanlike manner according to standard practices. All workmanship will be warranted for (90) days from date of completion of work and/or acceptance by customer. WPI's exclusive remedy for breach of these warranties shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas or remedy of workmanship not meeting standard practices. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative regarding warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected project. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, equipment rental or special transportation charges associated with warranty repairs.

13. Literature

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

14. Hours of Operation

This proposal assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am-5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

15. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a generator to be started up/commissioned and filed. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert to the initial ship date. In addition, any product not started up in the first year must have the Long-Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Date: 1 April, 2025
 Company: Bidding Company
 Attention: Estimator
 Quote Number: 040125-002MZ
 Reference: City of Hutchins 400kW Natural Gas Generator

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following bill of material based on your recent request and the above-mentioned project.

Qty.	Item Description	Lead Time (Weeks)	Price
1	Generac SG400, 400kW NG Generator	12-18	\$172,382.00
1	100% Performance Bond Issued After Issuance of PO on Project.	Customer PO will be contingent on approval of 100% performance Bond.	\$2,938.00

Pricing includes shipping to the site and start-up costs. Offloading at site by others.

Quantity 1 – 400kW Generac Industrial gaseous engine-driven generator, turbocharged/aftercooled 12 cylinder 21.9L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 400 kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Natural Gas fuel system
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- Power Zone Digital Control Panel for Single or MPS Generators
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Humidity 2 – 95% (Non Condensing)
 - UL6200
 - C-ETL-US
 - CE
 - FCC
 - IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
 - 7" Resistive Color Touchscreen
 - Built-in Webserver
 - IP65 (front)
 - Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
 - Dual Core Digital Microprocessor
 - RS485, Ethernet and CANbus ports
 - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage,
 - Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional),



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic

- Programmable I/O

- Built-in PLC for special applications
- Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor
 - 0.25% digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
- Service reminders, trending, fault history (alarm log)
- I2T function for full generator protection
- Selectable low-speed exercise
- 2 and 3-wire start controls for any industrial grade transfer switch
- 21 Light Annunciator - Surface
- Remote Emergency Stop Switch, Flush-Mount, shipped loose
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
 - 1600 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Industrial Connectivity Gateway Device
- Oil Temp Sender
- Standard 2-Year Limited Warranty
- SG0400GG30219N18PPYYG

FOB Shipping Point

Project Clarifications:

- Offering standard materials of construction by Generac Power Systems.
- Quotation based off the email received only.

Standard Clarifications:

- New cancellation policy included in WPI Terms and Conditions.
- Sales Tax is NOT Included.
- All gas train accessories by others.
- Any Factory witness test expenses by others.



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Offering manufacturers standard materials of construction.
- Offering manufacturers' standard field testing, Startup & Warranty Registration unless specifically noted above only.
- Quotation is limited to the quantity and description listed above.

- External plumbing & required Primary Gas Pressure Reducing Regulator by others.
- Recommended gas supply guidelines available at energy.wpi.com
- All Fuel to be provided by others.
- Startup/commissioning must be done within 1 year of factory shipment.
- Responsibility of freight claims to be done by others.
- Jobsite Offloading/Setting is to be done by others.
- Installation & External Wiring is to be done by others.
- Assumes that all work will be done during Normal Business Hours (M-F 8-5)
- Manufacturers' standard literature available upon request.
- This quotation is subject to WPI Terms and Conditions.
- Roof curbs and all roof accessories by others.
- Quotation is valid for 30 days.

Taxable customers are subject to a 1.5% Diesel Surcharge Tax on all units 50Hp and up. Current estimated lead time is from release to order and approved credit by WPI Credit department. All lead times are updated periodically and are subject to change.

Best Regards,

Matt Zilles
 New Unit Sales – Power Generation
Waukesha-Pearce Industries, LLC
 Cell: (214) 600-1681
 Email: Matt.zilles@wpi.com
www.wpi.com

Other services available include Paralleling, Turnkey Services, Remote Monitoring Systems, Preventative Maintenance Agreements, Fuel Maintenance Services, Annual Load Testing, Multi-Purpose Docking Stations and other Power Generation Needs.

Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment. In the event that WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and release of order to the factory
- 50% upon completion of equipment, shipment from the factory and prior to delivery to customer site

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for Generac Power Systems equipment purchases are subject to the following charges:

For Orders <\$100,000 in Total Price:

- 20 weeks prior to ship date 10% of Selling Price
- 18 weeks prior to ship date 20% of Selling Price
- 16 weeks prior to ship date 30% of Selling Price
- 15 weeks prior to the ship date or less 40% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted

Non-Standard Tanks

- Special Engineering (Upon Generac SEQ Approval) Incremental 10% of Selling Price

For Orders >\$100,000 in Total Price:

- 20 Weeks Prior to Ship Date 10% of Selling Price
- 18 Weeks Prior to Ship Date 15% of Selling Price
- 16 Weeks Prior to Ship Date 20% of Selling Price
- 14 Weeks Prior to Ship Date 30% of Selling Price
- 13 Weeks Prior to Ship Date 40% of Selling Price
- 12 Weeks Prior to Ship Date 50% of Selling Price
- 10 weeks prior to the ship date or less 60% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted
- Special Engineering (Upon Generac SEQ Approval) 10% of Selling Price

Cancellation For PSTS Transfer Switch Orders:

PSTS Products <1000 Amps:

- >18 Weeks Prior to Ship Date 0% of Selling Price
- 14-18 Weeks Prior to Ship Date 25% of Selling Price
- Less than 14 Weeks Prior to Ship Date 100% of Selling Price

PSTS Products >1000 Amps:

- 13 Weeks Prior to Ship Date 0% of Selling Price
- 12-13 Weeks Prior to Ship Date 25% of Selling Price
- Less than 12 Weeks Prior to Ship Date 100% of Selling Price

Residential Products:

Cancellation of stock item products is permitted provided the cancellation request is executed by Generac sales and order entry prior to shipment. Cancellations are subject to the following fees:

- 2-4 Weeks Prior to Ship Date 2% of Selling Price
- 1 Day-2 Weeks Prior to Ship Date 5% of Selling Price

Product purchased with special engineering requirements or discontinued engines are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- 4-6 weeks prior to ship date.....4%
- 2-3 weeks prior to ship date.....6%
- Less than 2 weeks.....No Changes Accepted

Depending on the nature and timing of the changes requested, it may be necessary to reschedule production to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any shipment date provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage,

*Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale*

epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Equipment Storage

It is hereby understood and agreed that the customer will accept delivery of all purchased equipment within 30 days of fabrication completion. WPI may, at the customer's written request, store or stage all or part of the customer's purchased equipment at one of our strategic facilities provided the customer submits an acceptable "Bill & Hold" letter to WPI Inventory Control Department. Buyer hereby agrees to pay WPI in full for all stored equipment within the terms of the contract (Net 30) otherwise the order will be subject to incur storage fees of 3% of the contracted sales price per month.

9. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

10. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

11. Performance Guarantee

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

12. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

13. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturer's warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturer's respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

14. Literature

WPI will provide upon request, the manufacturer's standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

15. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

16. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a Generac generator to be started up/commissioned and filed online via GENservice. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert back to the initial ship date. In addition, any product not started up in the first year must have the Long Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.

**CITY OF HUTCHINS
RESOLUTION NO. R2025-05-1260**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE ONE GENERAC SG400, 400KW NATURAL GAS GENERATOR INCLUDING INSTALLATION FROM WAUKESHA-PEARCE INDUSTRIES, IN THE AMOUNT OF \$435,183.00, FOR USE AT THE NEW CITY OF HUTCHINS CITY HALL, LOCATED AT 400 NORTH JJ LEMMON ROAD, HUTCHINS, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Section 791.001 authorizes members of the Local Government Purchasing Cooperative to utilize Buy Board in order to comply with State bidding requirements; and

WHEREAS, the City of Hutchins is a member of the Local Government Purchasing Cooperative; and

WHEREAS, the City has obtained a quote from Waukesha-Pearce Industries for the purchase and installation of a Generac SG400, 400KW Natural Gas Generator utilizing Buy Board for the purchase; and

WHEREAS, the bid quote from the following vendor establishes the total price to purchase this Generator as follows: Waukesha-Pearce Industries for the purchase of a Generac SG400, 400KW Natural Gas Generator at \$435,183.00, and

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

SECTION 1. The City Council of the City of Hutchins, Texas hereby authorizes the City Administrator to purchase a Generac SG400, 400KW Natural Gas Generator from Waukesha-Pearce Industries, in the amount \$435,183.00, as and

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 5th day of May 2025.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(04-20-2025: 4937-5701-4321, v. 1)



STAFF REPORT

MEETING DATE: May 13, 2025

MEETING TYPE: Regular Council Meeting

SUBMITTED BY: Steve Perry

AGENDA CAPTION: Discuss and consider Resolution R2025-05-1261 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CHIEF OF POLICE TO APPLY FOR GRANT FUNDING TO FUND IN WHOLE OR IN PART A NEW RECORDS MANAGEMENT SYSTEM, FROM THE OFFICE OF THE GOVERNOR (OOG) CRIMINAL JUSTICE DIVISION (CJD) FOR THE FY 2025/2026 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AND AUTHORIZING THE CITY ADMINISTRATOR OR THEIR DESIGNEE TO ACT ON THE CITY'S BEHALF TO ADMINISTER THE GRANT, AND PLEDGING THAT THE CITY OF HUTCHINS WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE CRIMINAL JUSTICE DIVISION (CJD) OFFICE OF THE GOVERNOR (OOG0. Presented by Chief Steve Perry

Background Information

The attached resolution was adopted by council approving staff to move forward with a grant through the Office of the Governor, State of Texas. There is a correction that needs to be made in the body of the resolution to change the authorized representative from Sgt. Matt Mc Pherson to City Administrator James Quin.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

Prepared by Joe Gorfida

Staff Recommendation

Approve the change in the resolution.

Supporting Documentation and Attachments

Resolution 2025-2025-03-1251

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2025-05-1261**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CHIEF OF POLICE TO APPLY FOR GRANT FUNDING TO FUND IN WHOLE OR IN PART A NEW RECORDS MANAGEMENT SYSTEM, FROM THE OFFICE OF THE GOVERNOR (OOG) CRIMINAL JUSTICE DIVISION (CJD) FOR THE FY 2025/2026 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AND AUTHORIZING THE CITY ADMINISTRATOR OR THEIR DESIGNEE TO ACT ON THE CITY'S BEHALF TO ADMINISTER THE GRANT, AND PLEDGING THAT THE CITY OF HUTCHINS WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE CRIMINAL JUSTICE DIVISION (CJD) OFFICE OF THE GOVERNOR (OOG); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hutchins finds it in the best interest of the citizens of Hutchins, Texas, that the Records management grant be operated for the 2025/2026 budget year; and

WHEREAS, in the event of loss or misuse of the Office of the Governor funds, the City shall return the funds to the Office of the Governor in full; and

WHEREAS, the City of Hutchins designates the City Administrator James Quin as the grantee’s authorized official.

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

SECTION 1. The City of Hutchins authorizes the Chief of Police to apply for grant funding to fund a new Records Management System from the Office of the Governor (OOG) Criminal Justice Division (CJD) for the FY 2025/2026 Justice Assistance Grant (JAG) Program.

SECTION 2. The City Administrator or their designee shall act on the City’s behalf to administer the Grant and shall pledge that the City will comply with the Grant requirements of the Criminal Justice Division (CJD) Office of the Governor (OOG).

SECTION 3. This Resolution shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 3rd day of March 2025.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(02-24-2025: 4934-6189-2124, v. 1)

Grant Number: 5370001



STAFF REPORT

MEETING DATE: May 13, 2025

MEETING TYPE: City Council

SUBMITTED BY: Mamun Yusuf

AGENDA CAPTION: Discuss and consider Resolution R2025-05-1262 of the CITY COUNCIL of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE AGREEMENT WITH FALKENBERG CONSTRUCTION CO., INC. TO PROVIDE AND INSTALL TWO GATEWAY SIGNS AT THE INTERSECTION OF I-45 AND PALESTINE ROAD & DOWDY FERRY ROAD. Presented by: Mamun Yusuf, Director of Public Works

Background Information

Staff received two (2) bids for the Hutchins Gateway Signs project at the intersection of I-45 and Palestine Road & Dowdy Ferry Road. Falkenberg Construction Co. Inc. submitted the lowest proposal at \$237,626.50, which includes supplying and installing the new signs, as well as removing the old signs. The proposal covers all labor and materials for a turnkey installation.

Budget Implications

\$237,626.50

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommend approving resolution R2025-XX-XXXX

Supporting Documentation and Attachments

RON HOBBS
ARCHITECTURE & INTERIOR DESIGN, LLP

April 23, 2025

City Of Hutchins
Mamun Yusuf
321 Main St
Hutchins, Texas 75141

Re: Gateway Signs Bid Review

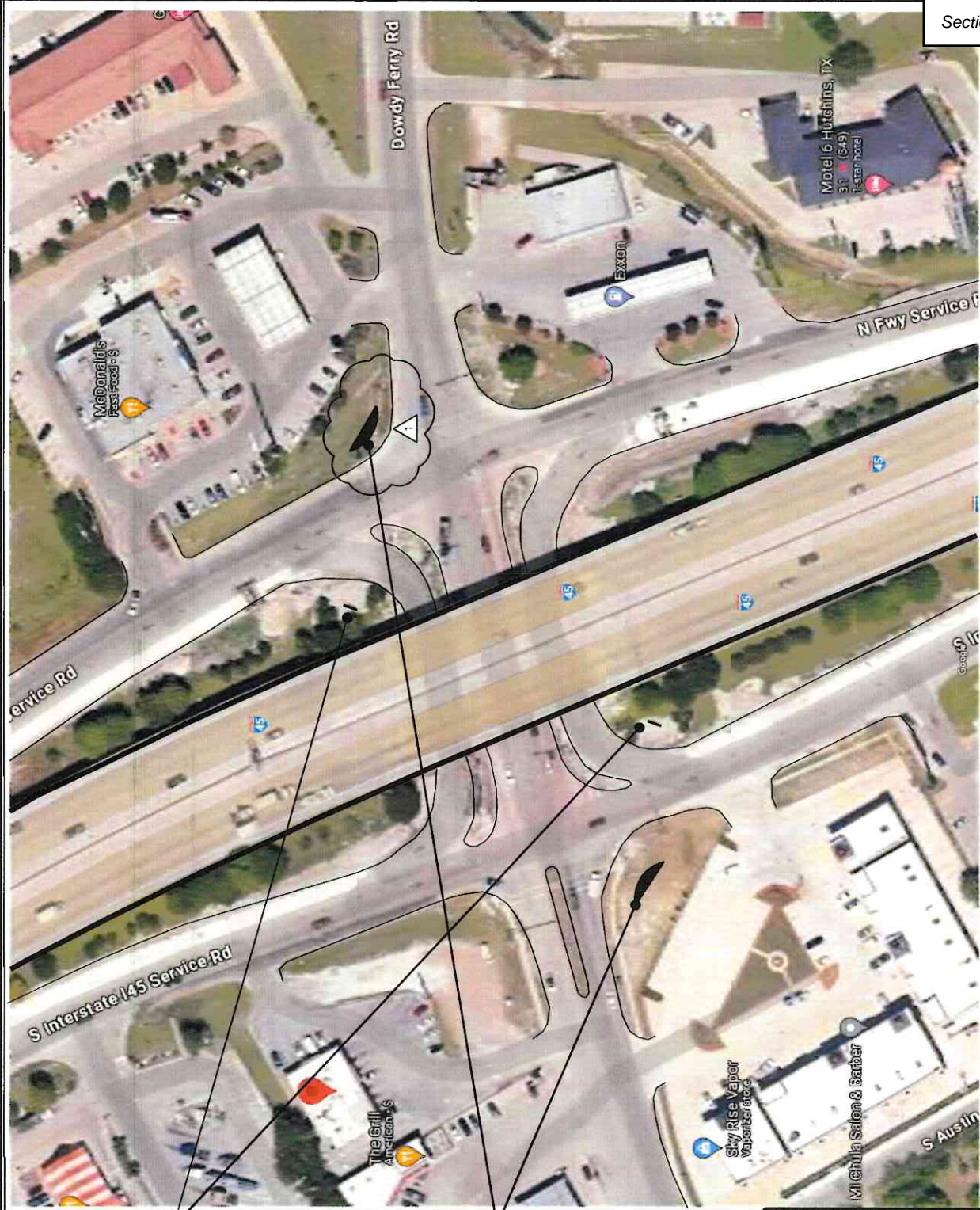
Dear Mamun:

We have completed our review of the two bid proposals on the Hutchins Gateway Signs Project. Both contractors met the basic requirements of the bid submittal process providing costs, time and bid bonds on time. (Refer to attached bid tabulation sheet.) Our firm has worked with both projects in the past with satisfactory results. Based on the lower pricing and construction time, we would recommend awarding the project to Falkenberg Construction Co.

Sincerely,



Kathy Thompson
Project Manager



LOCATION PLAN:

N.T.S.

APPROXIMATE LOCATIONS
OF EXISTING SIGNS
TO BE DEVOLISHED

ADD #1
3/26/25



APPROXIMATE
SIGN LOCATIONS
-COORDINATE
EXACT LOCATION
WITH CITY ENGINEERING

AN ARCHITECTURAL PACKAGE FOR HUTCHINS GATEWAY SIGNS

DOWDY FERRY AND I-45
HUTCHINS, TEXAS 75141

ARCHITECTS' JOB NO.: 2316



MARCH 6, 2025

INDEX OF DRAWINGS:

COVER SHEET

ARCHITECTURAL

- A101 - FLOOR PLAN, ELEVATIONS
- A801 - WALL SECTIONS

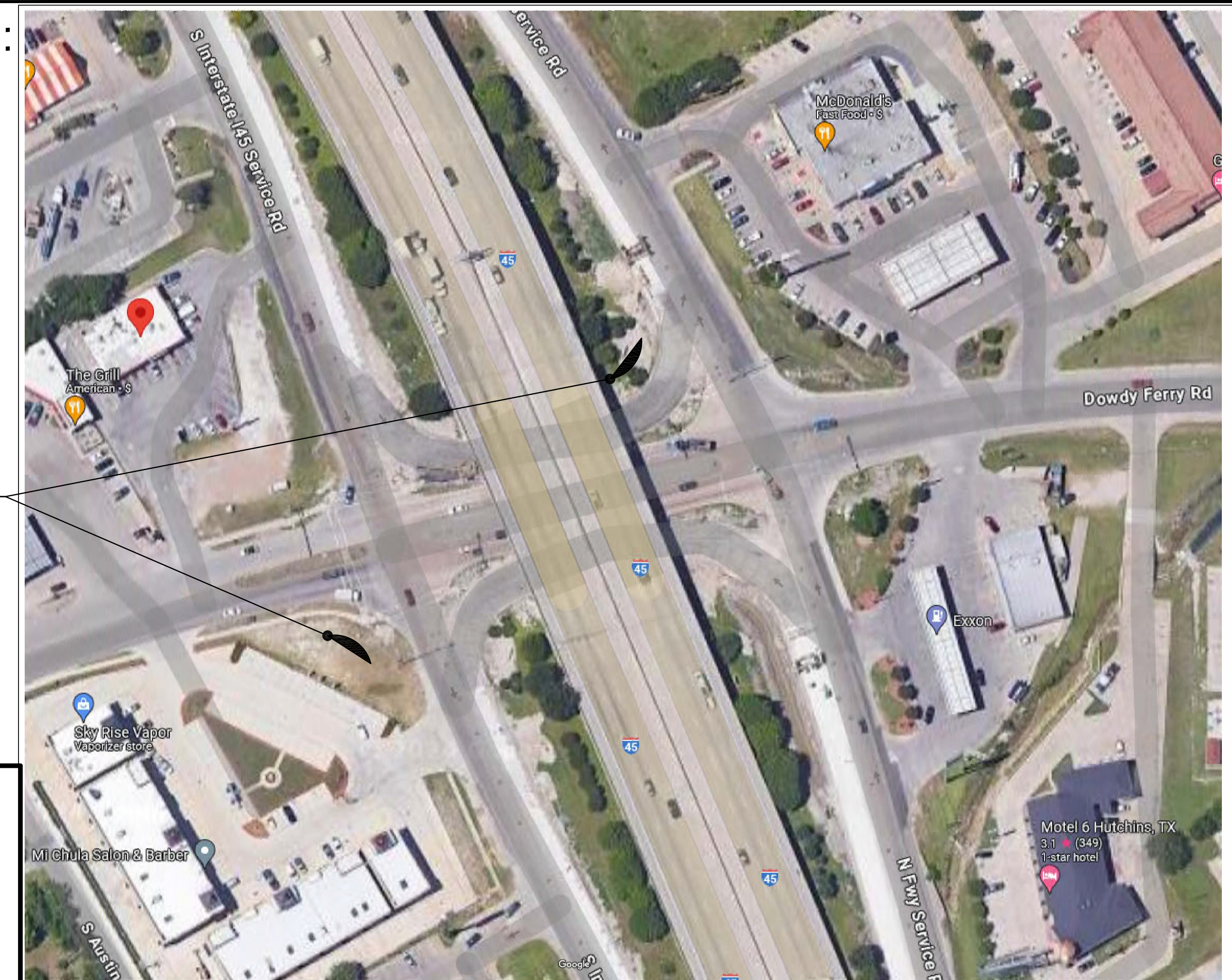
STRUCTURAL

- S-1 - FLOOR PLAN, SECTIONS
- S-2 - GENERAL NOTES, TYPICAL DETAILS

LOCATION PLAN:

N.T.S.

APPROXIMATE
SIGN LOCATIONS
-COORDINATE
EXACT LOCATION
WITH CITY ENGINEERING



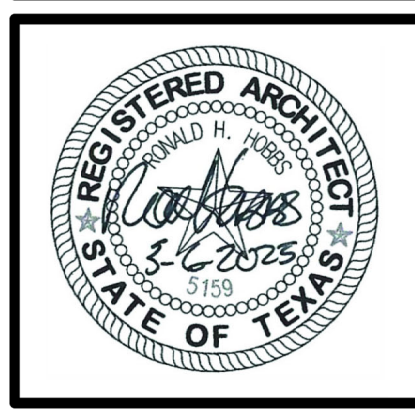
RON HOBBS ARCHITECTURE &
INTERIOR DESIGN, LLP
614 W. MAIN ST., STE. 200
GARLAND, TEXAS 75040
PHONE: (972) 494-0174

PRINCIPAL-IN-CHARGE:	RON HOBBS
PROJECT MANAGER:	KATHY THOMPSON

CHARLES GOJER AND ASSOCIATES, INC
(STRUCTURAL)
11615 Forest Central Dr, Suite 303
Dallas, Texas 75243
(214) 340-1199

HUTCHINS GATEWAY SIGNS
HUTCHINS TEXAS

RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP
614 WEST MAIN STREET, SUITE 200 GARLAND, TEXAS 75040
PHONE: 972-494-0174

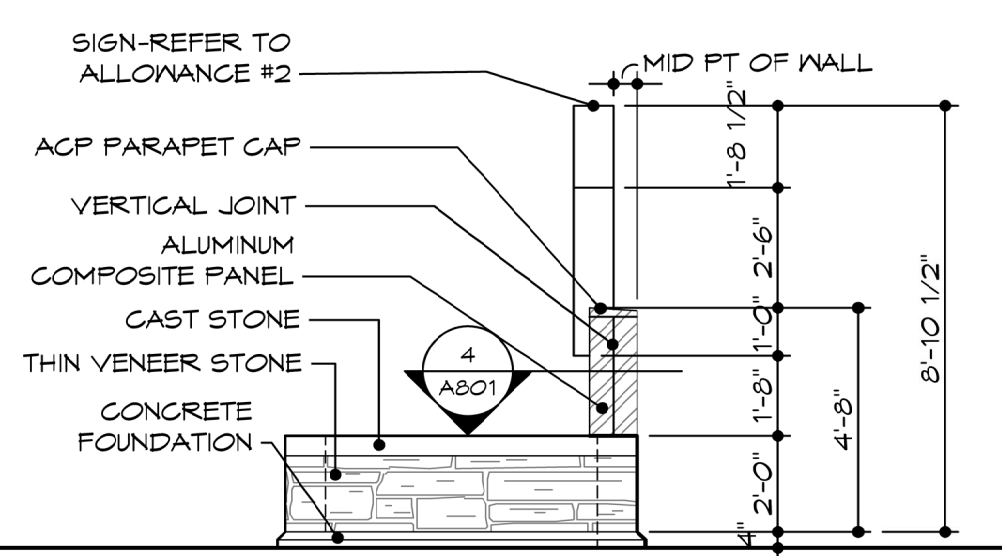


JOB NUMBER

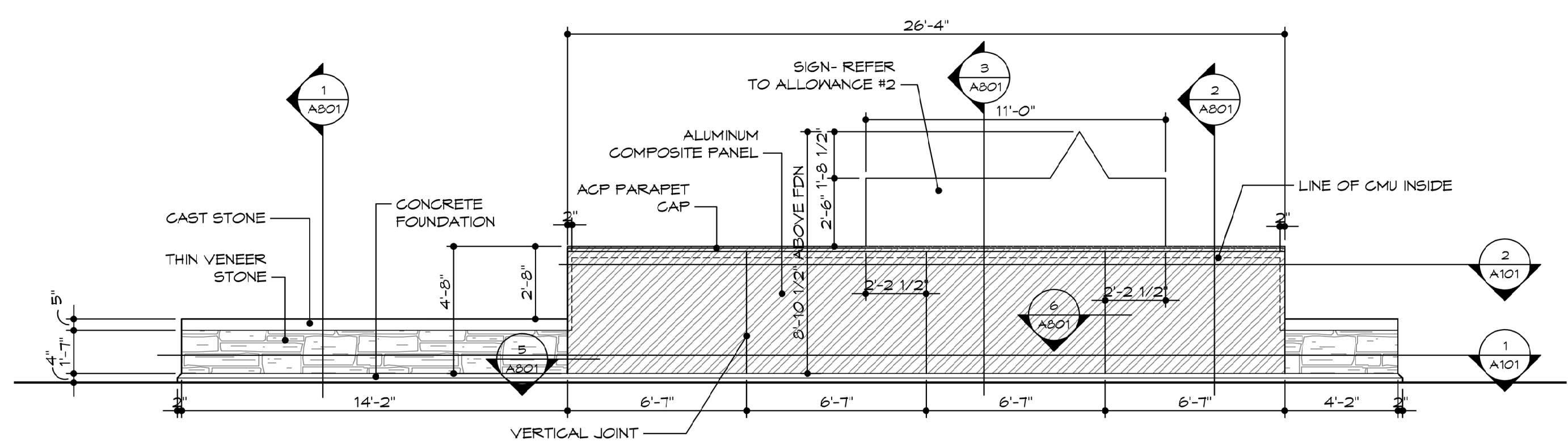
2316

SHEET NUMBER
PLAN-ELEVATIONS

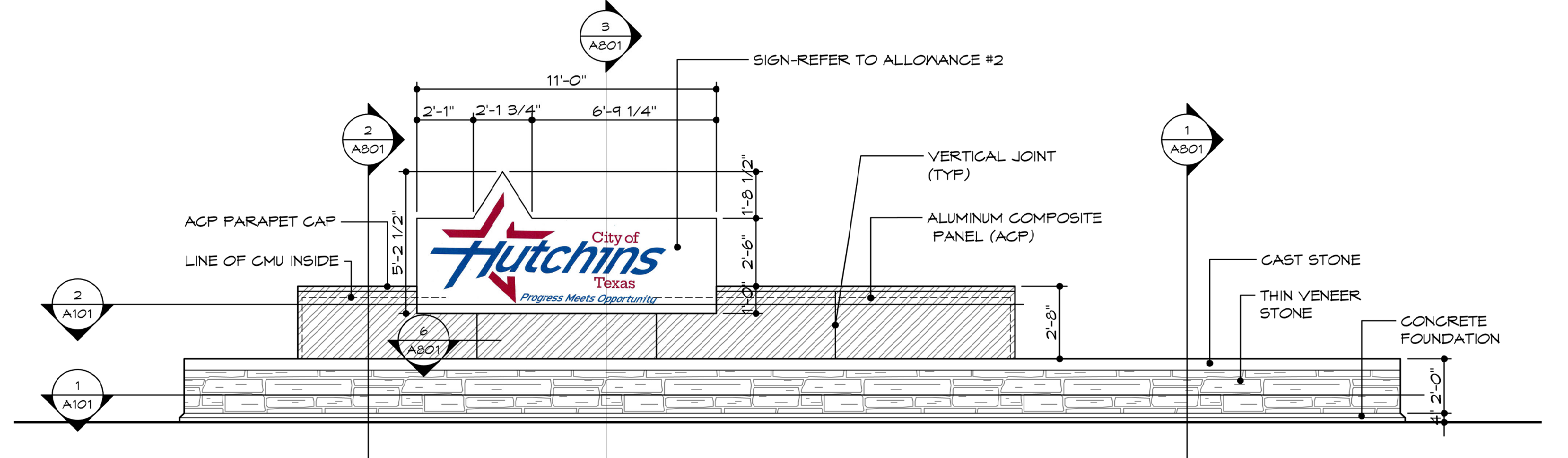
A101



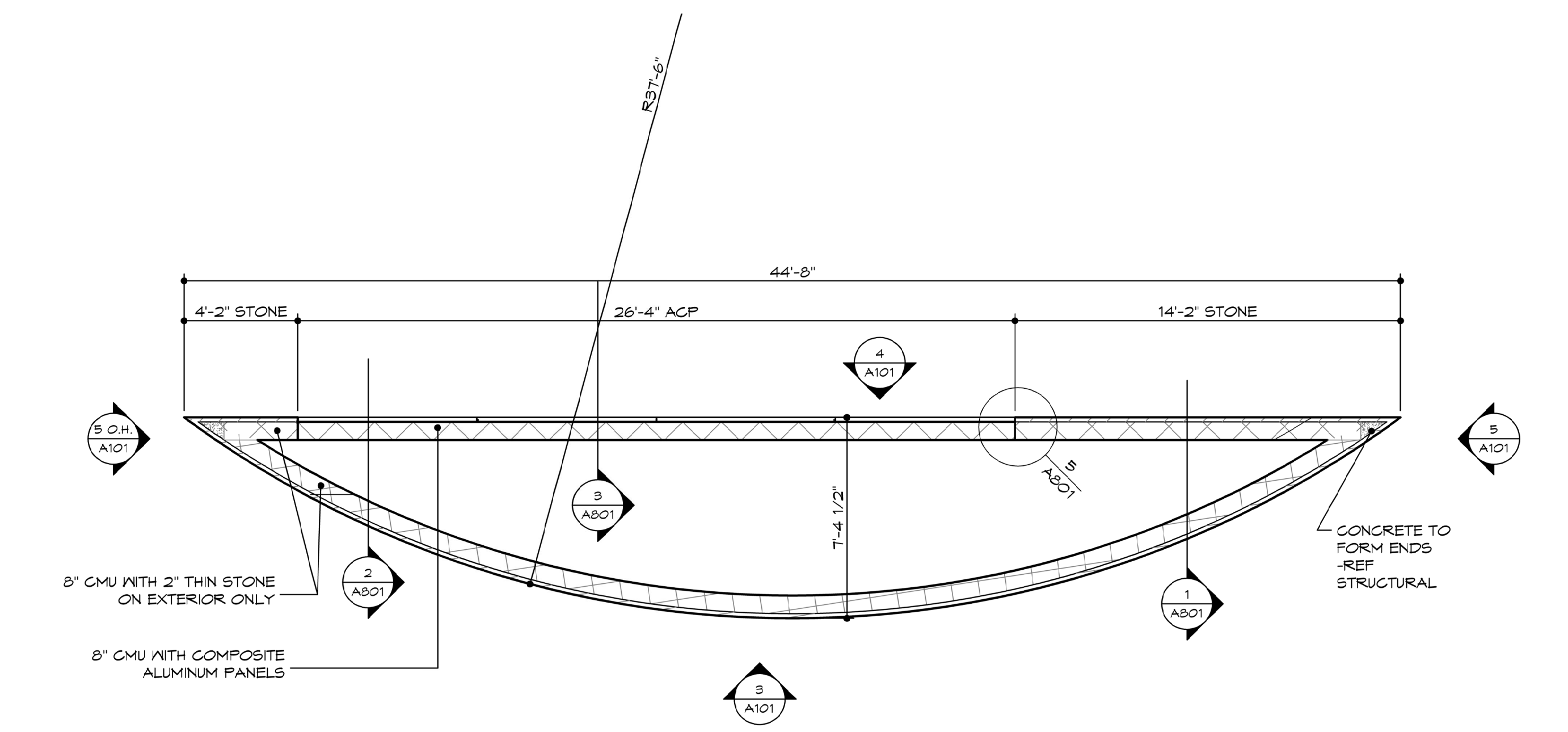
5 SIDE ELEVATION
SCALE: 1/4" = 1'-0"



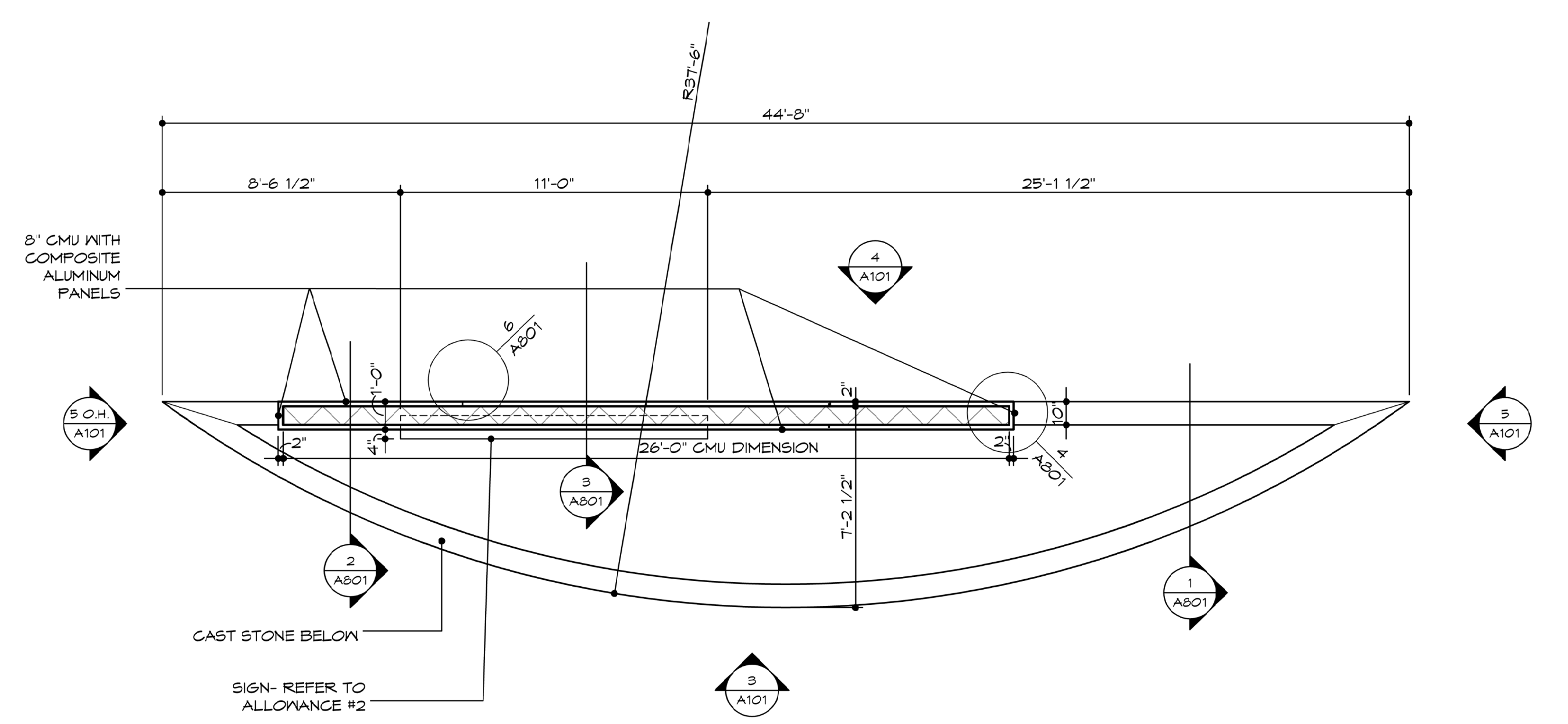
4 BACK ELEVATION
SCALE: 1/4" = 1'-0"



3 FRONT ELEVATION
SCALE: 1/4" = 1'-0"



1 PLAN (12" ABOVE GRADE)
SCALE: 1/4" = 1'-0"



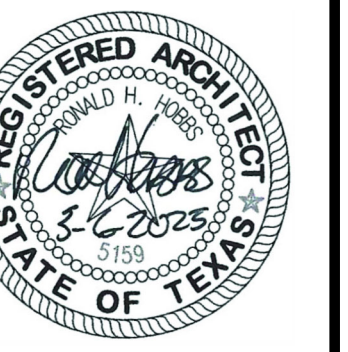
2 PLAN (52" ABOVE GRADE)
SCALE: 1/4" = 1'-0"

ISSUE DATE:

March 6, 2025

REVISIONS:

HUTCHINS GATEWAY SIGNS
HUTCHINS TEXAS
RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP
614 WEST MAIN STREET, SUITE 200 GARLAND, TEXAS 75040
PHONE: 972-494-0174

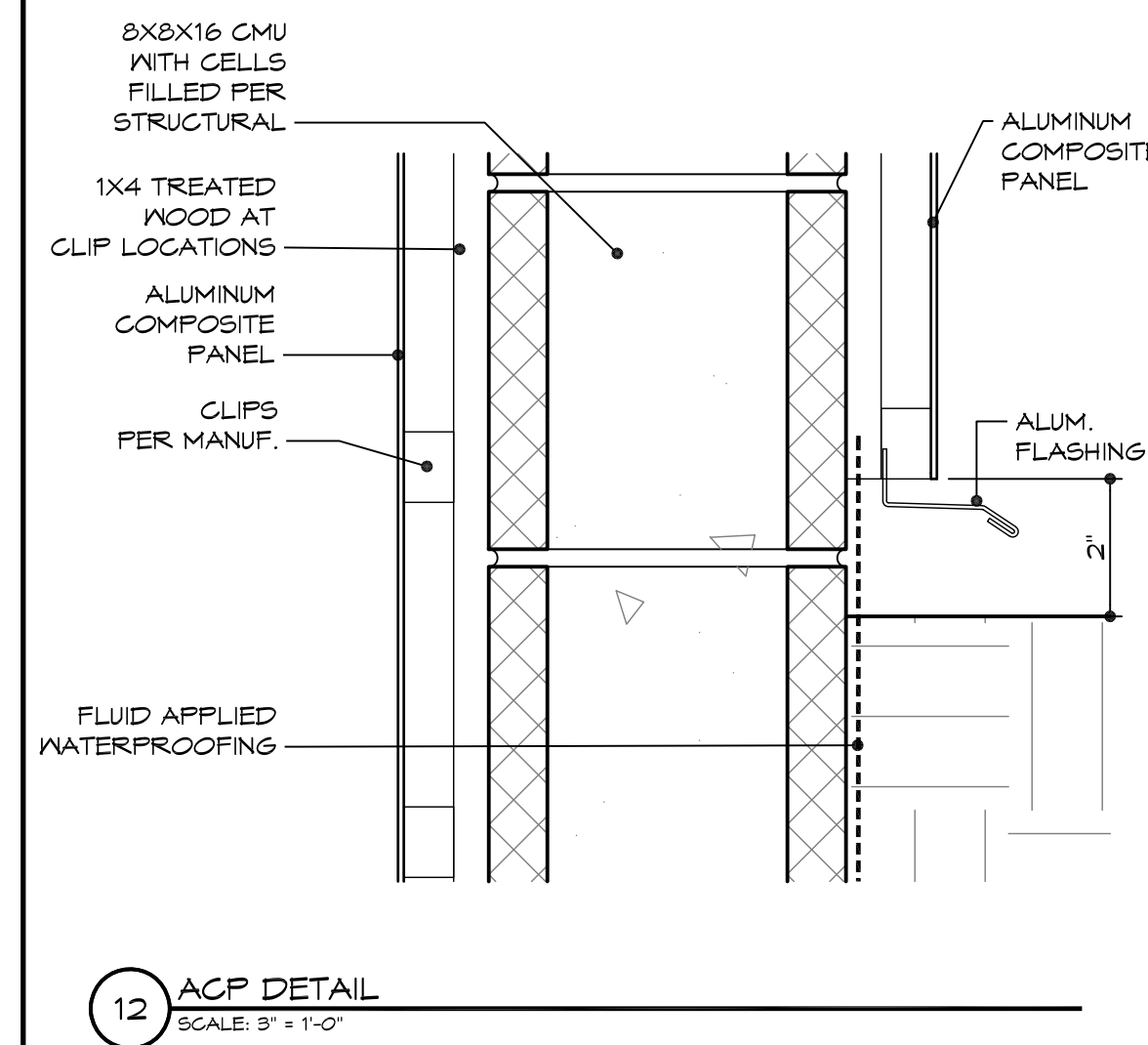


JOB NUMBER

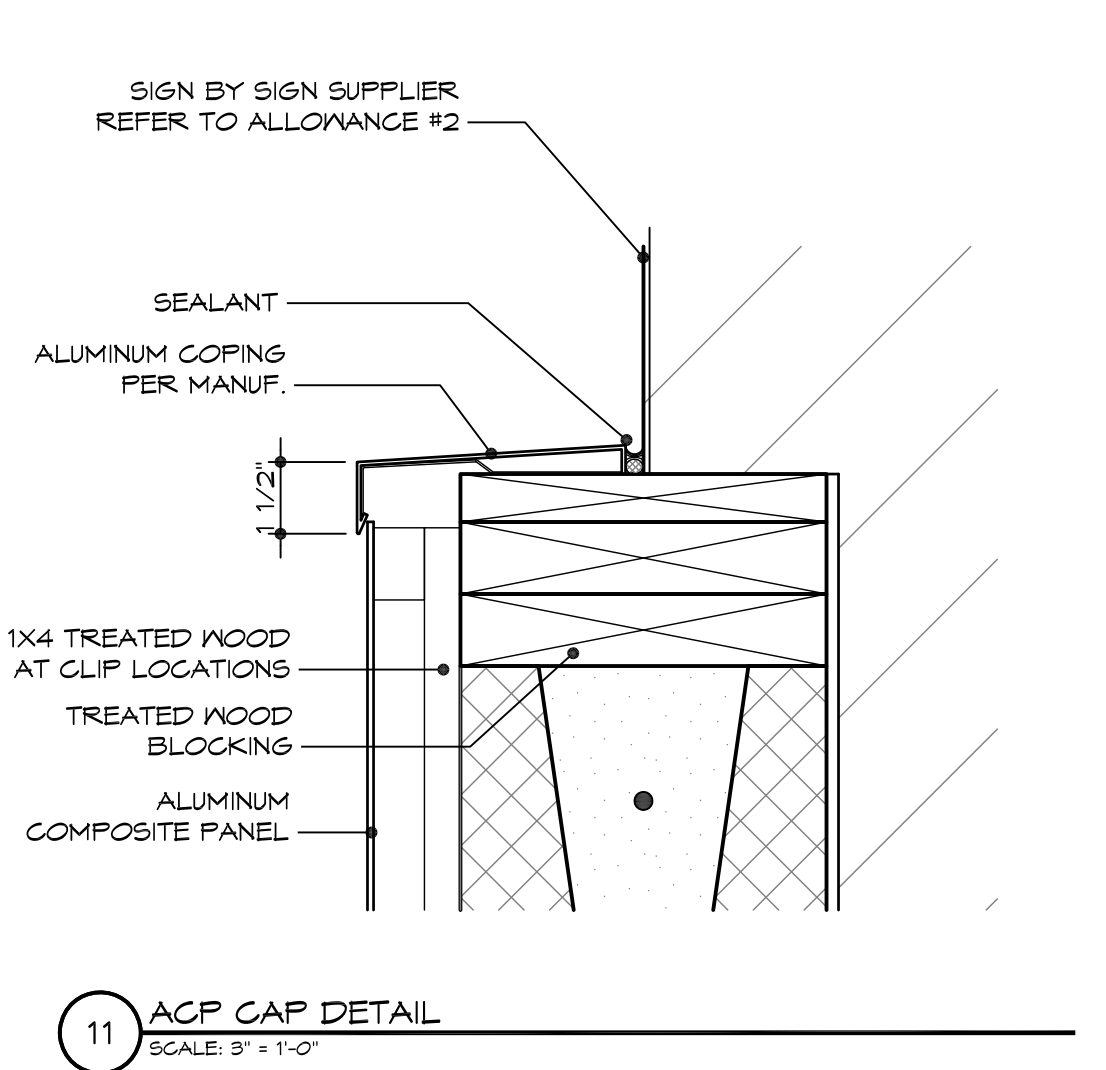
2316

SHEET NUMBER
SECTIONS AND
DETAILS

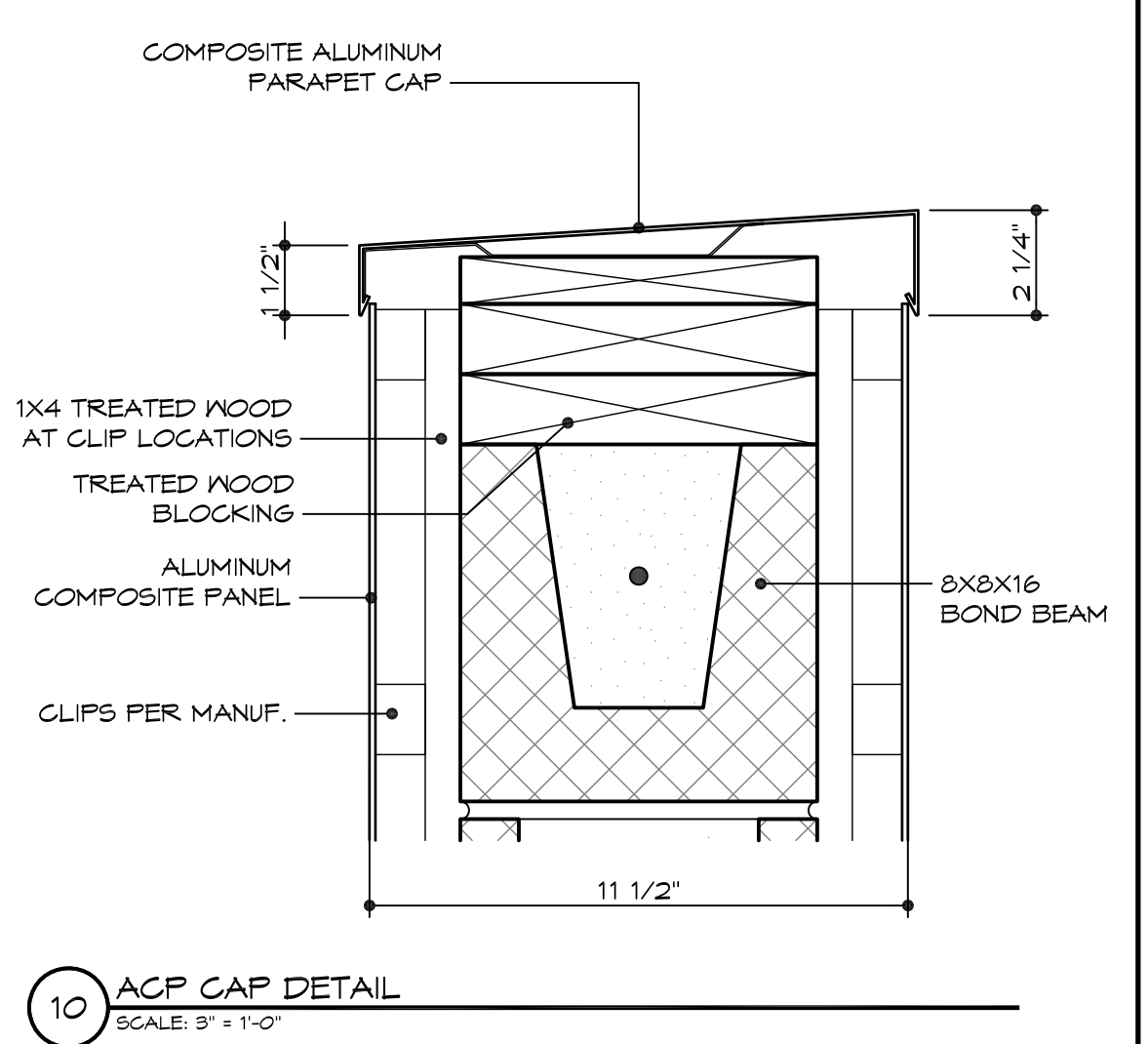
A801



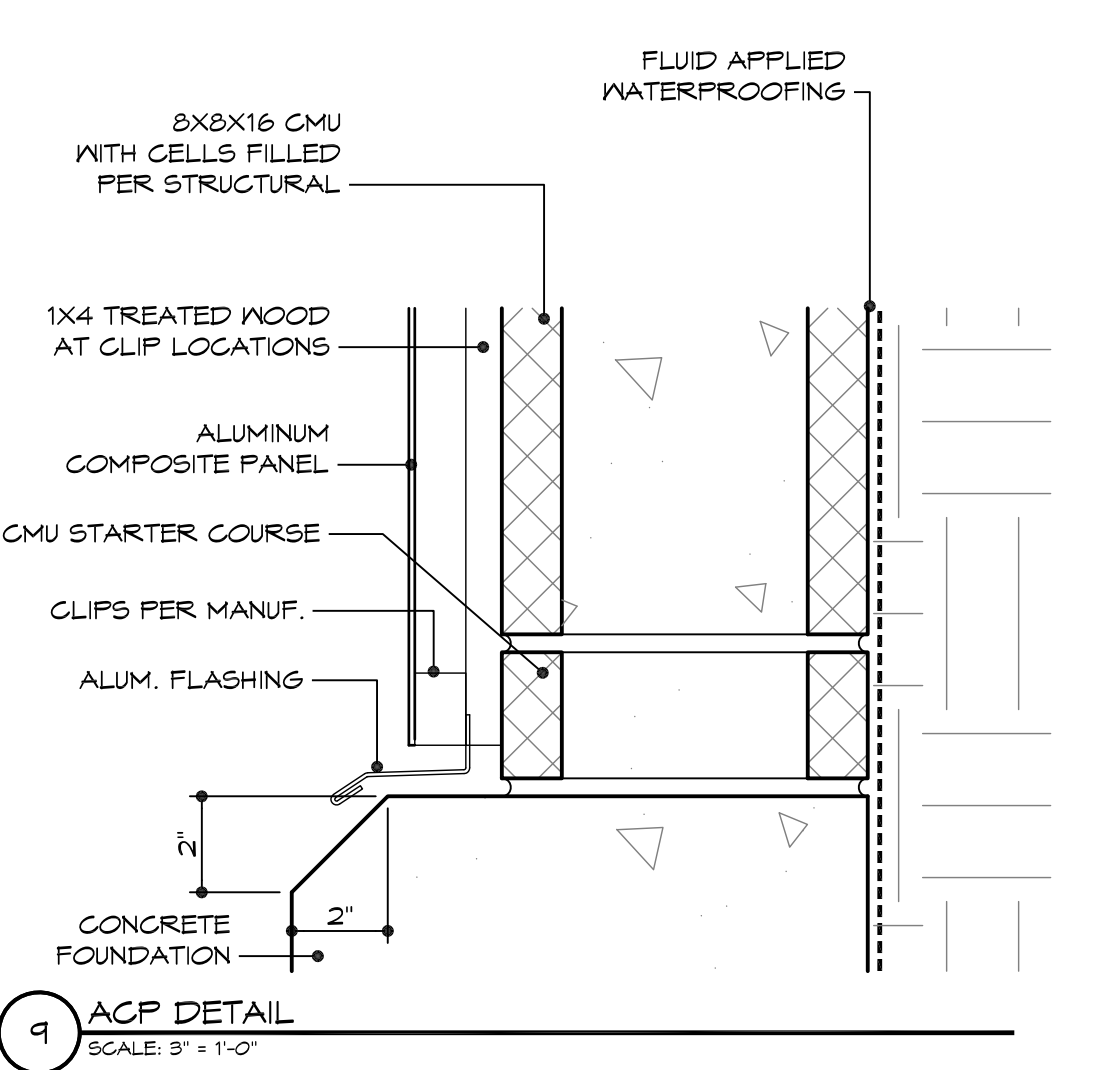
12 ACP DETAIL
SCALE: 3/4" = 1'-0"



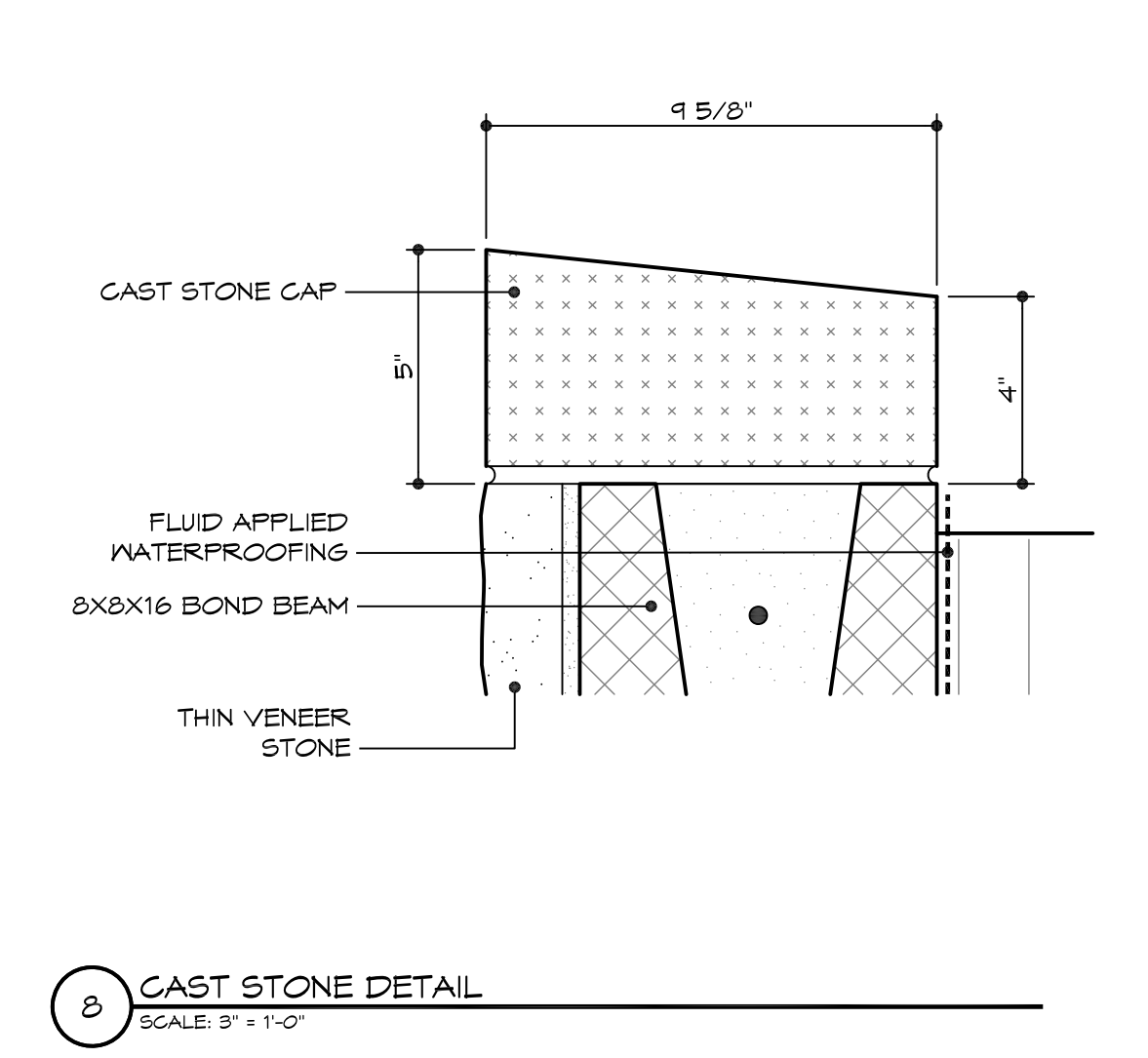
11 ACP CAP DETAIL
SCALE: 3/4" = 1'-0"



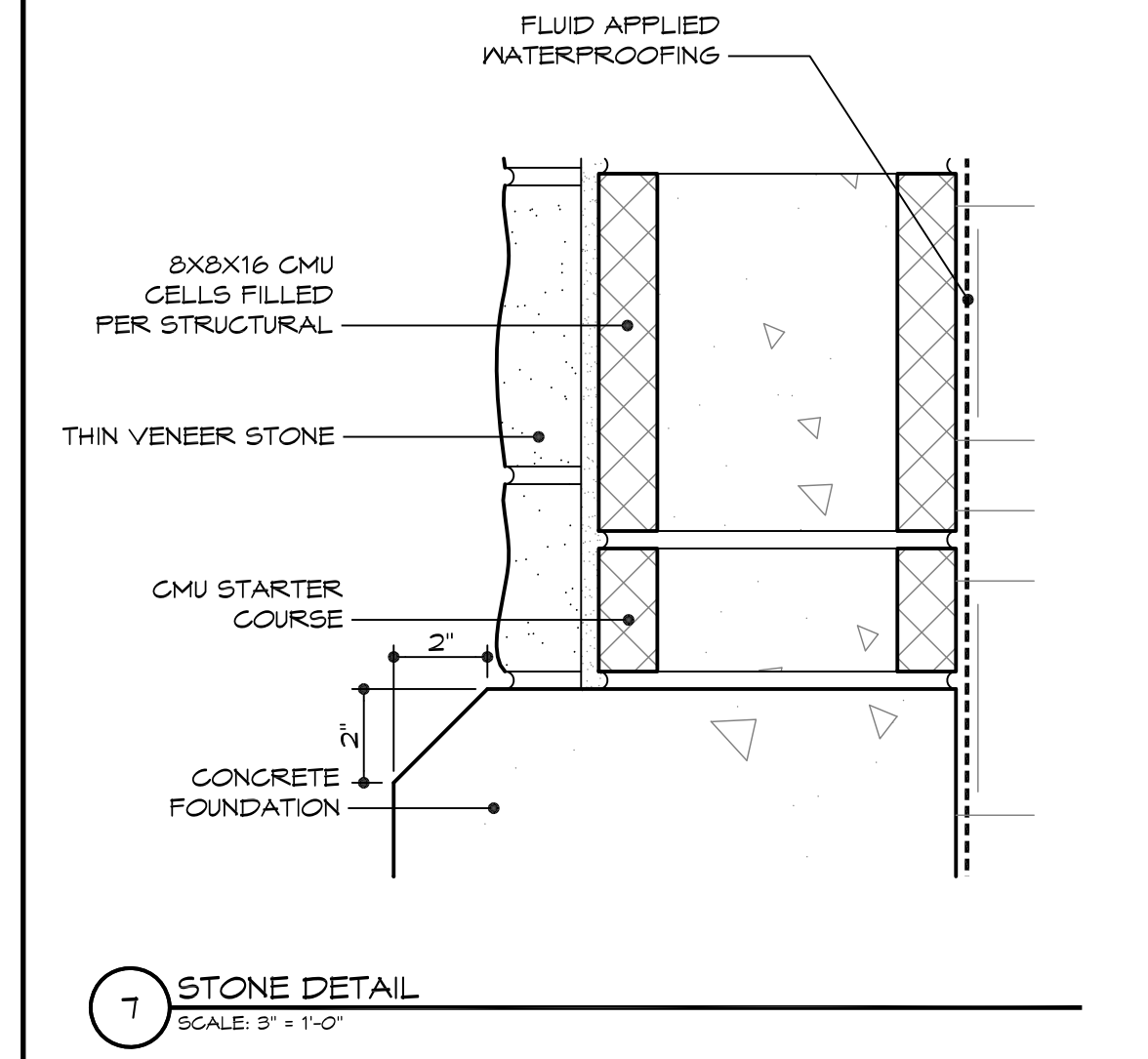
10 ACP CAP DETAIL
SCALE: 3/4" = 1'-0"



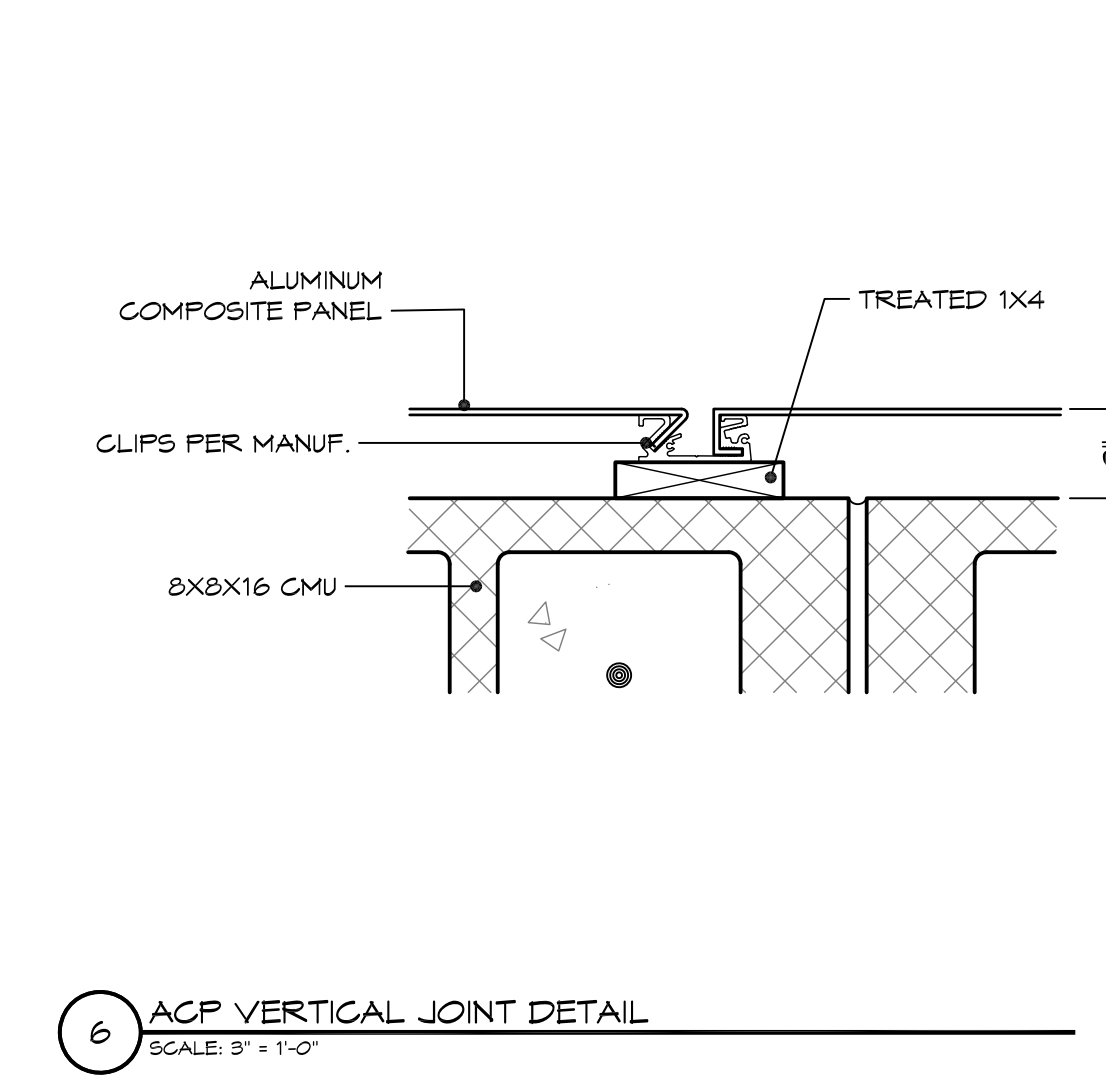
9 ACP DETAIL
SCALE: 3/4" = 1'-0"



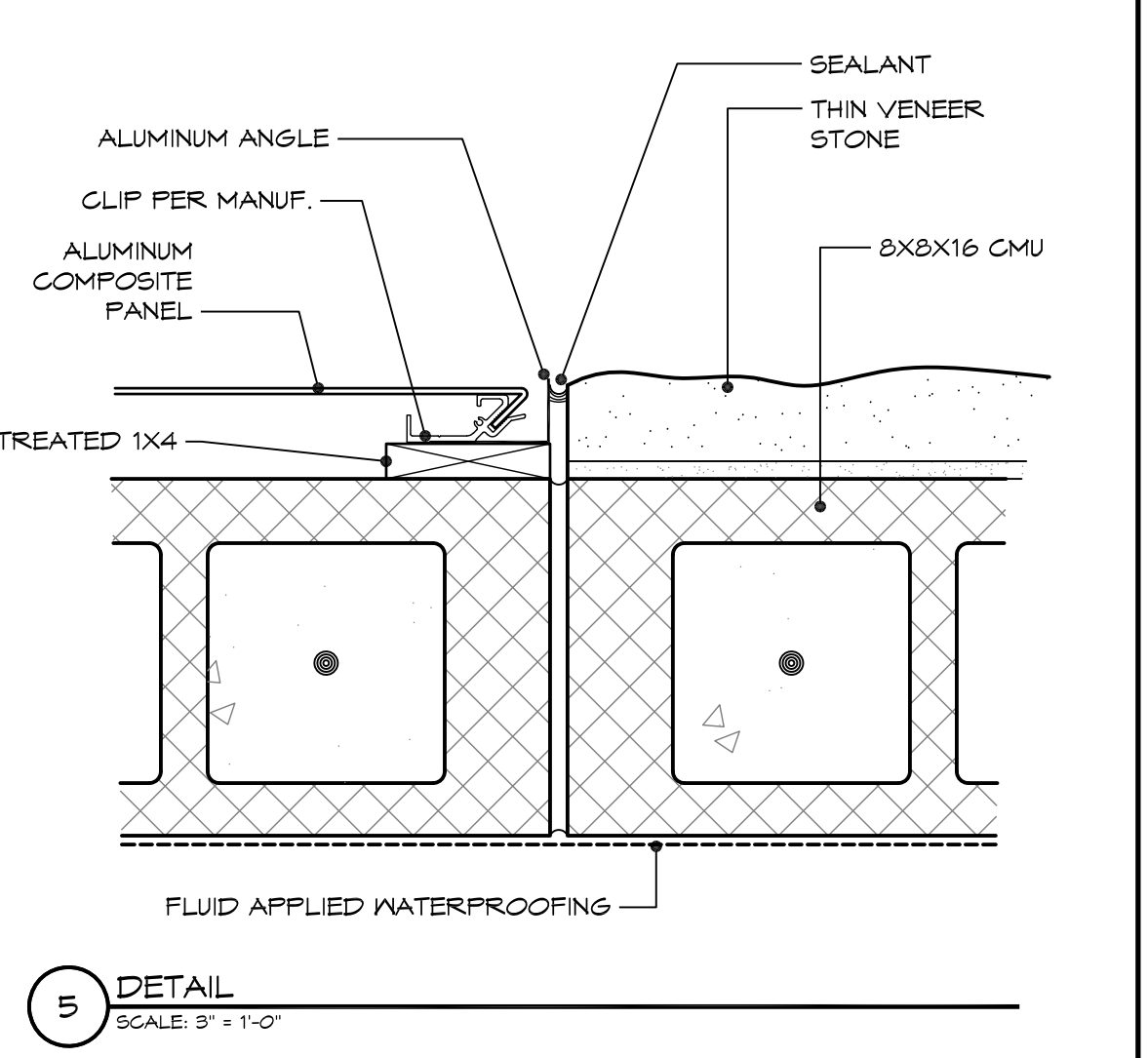
8 CAST STONE DETAIL
SCALE: 3/4" = 1'-0"



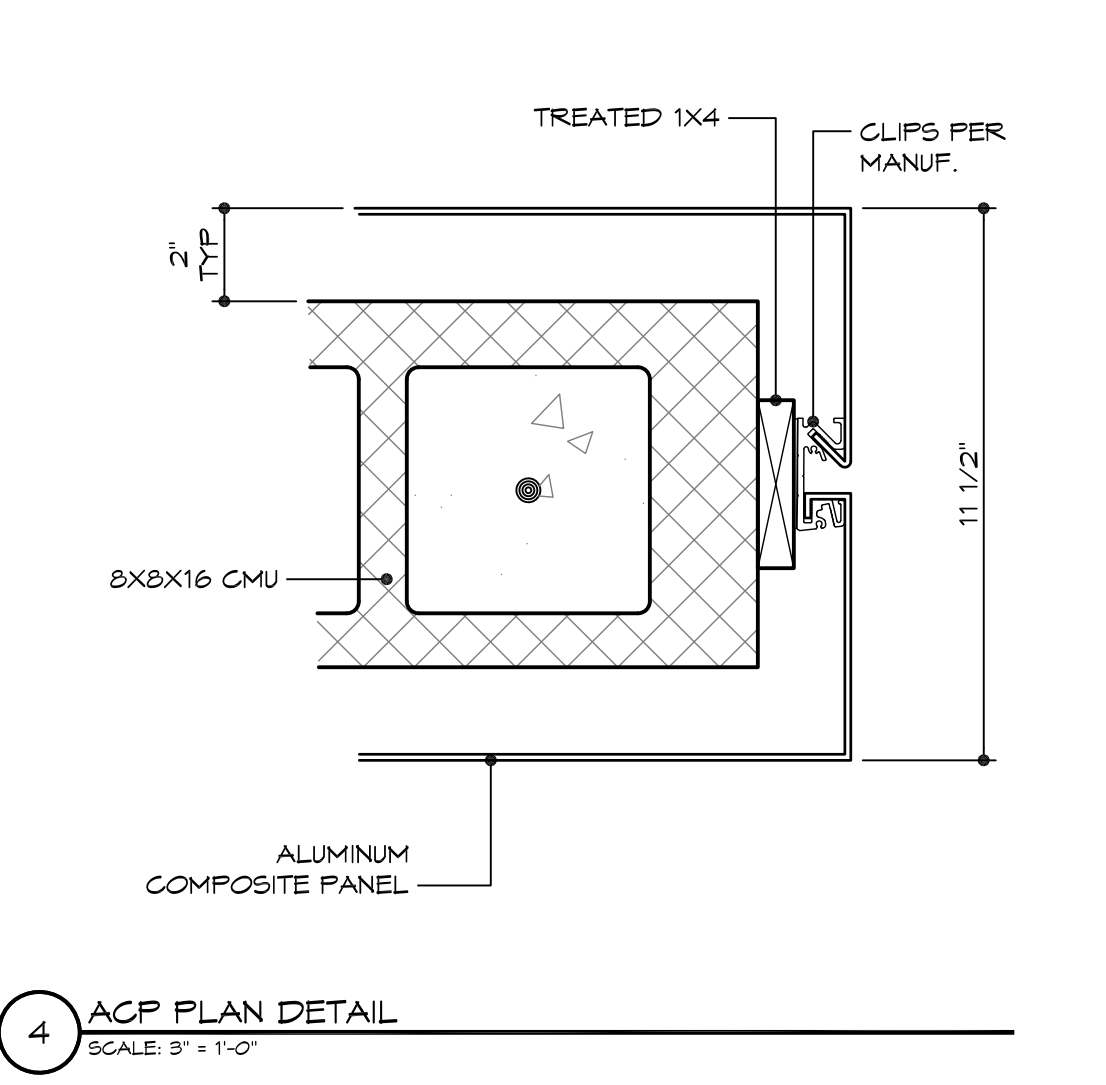
7 STONE DETAIL
SCALE: 3/4" = 1'-0"



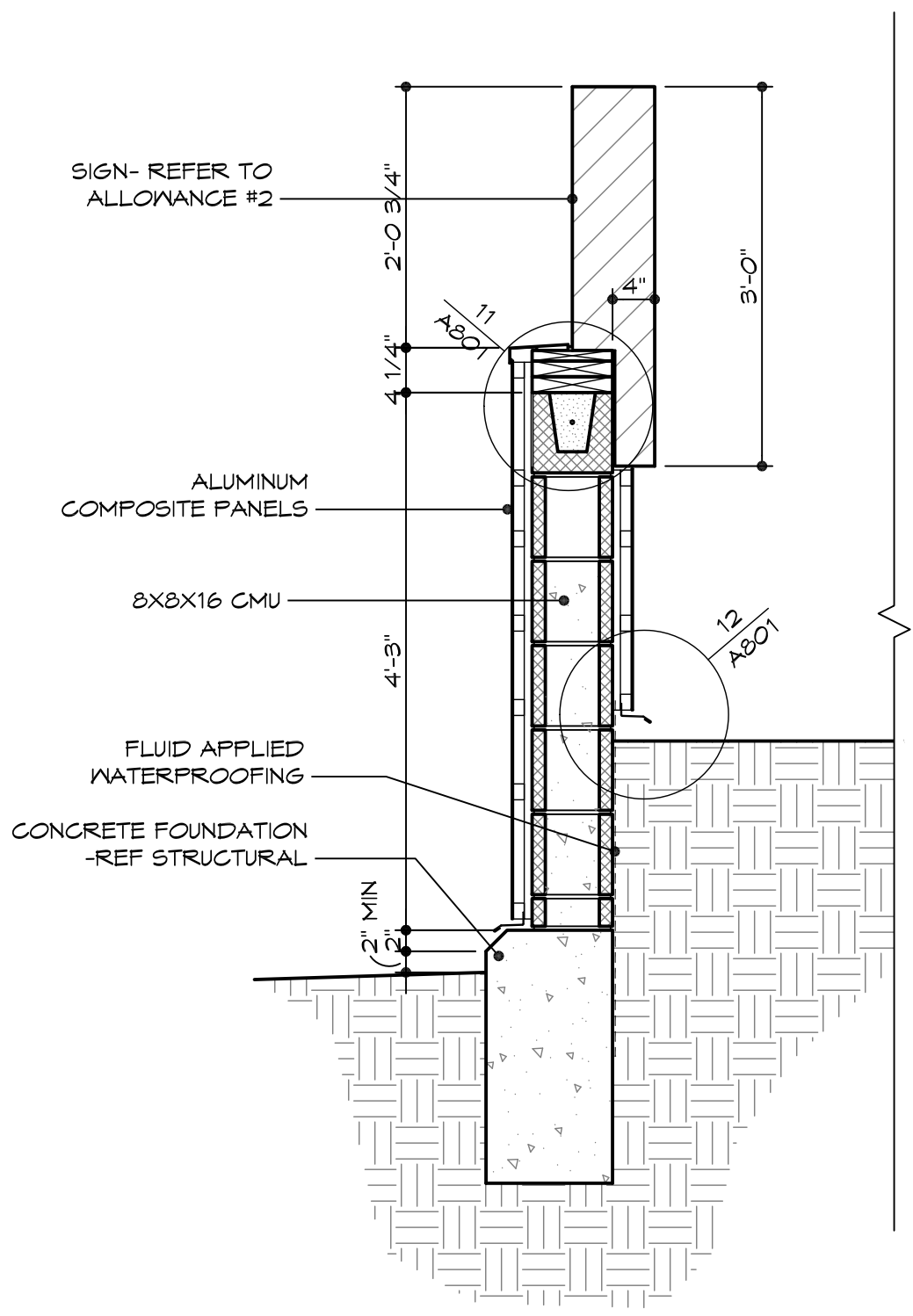
6 ACP VERTICAL JOINT DETAIL
SCALE: 3/4" = 1'-0"



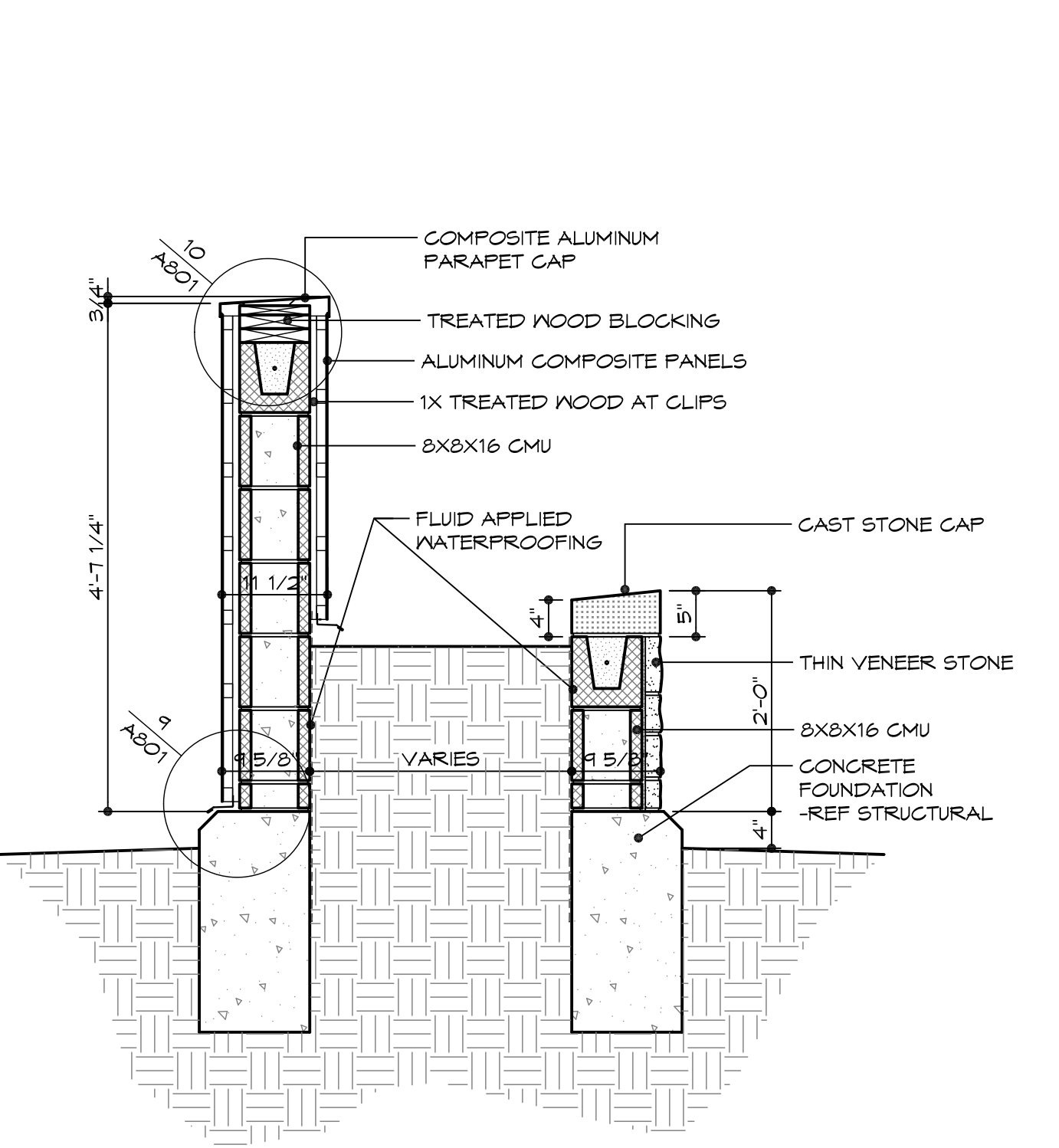
5 DETAIL
SCALE: 3/4" = 1'-0"



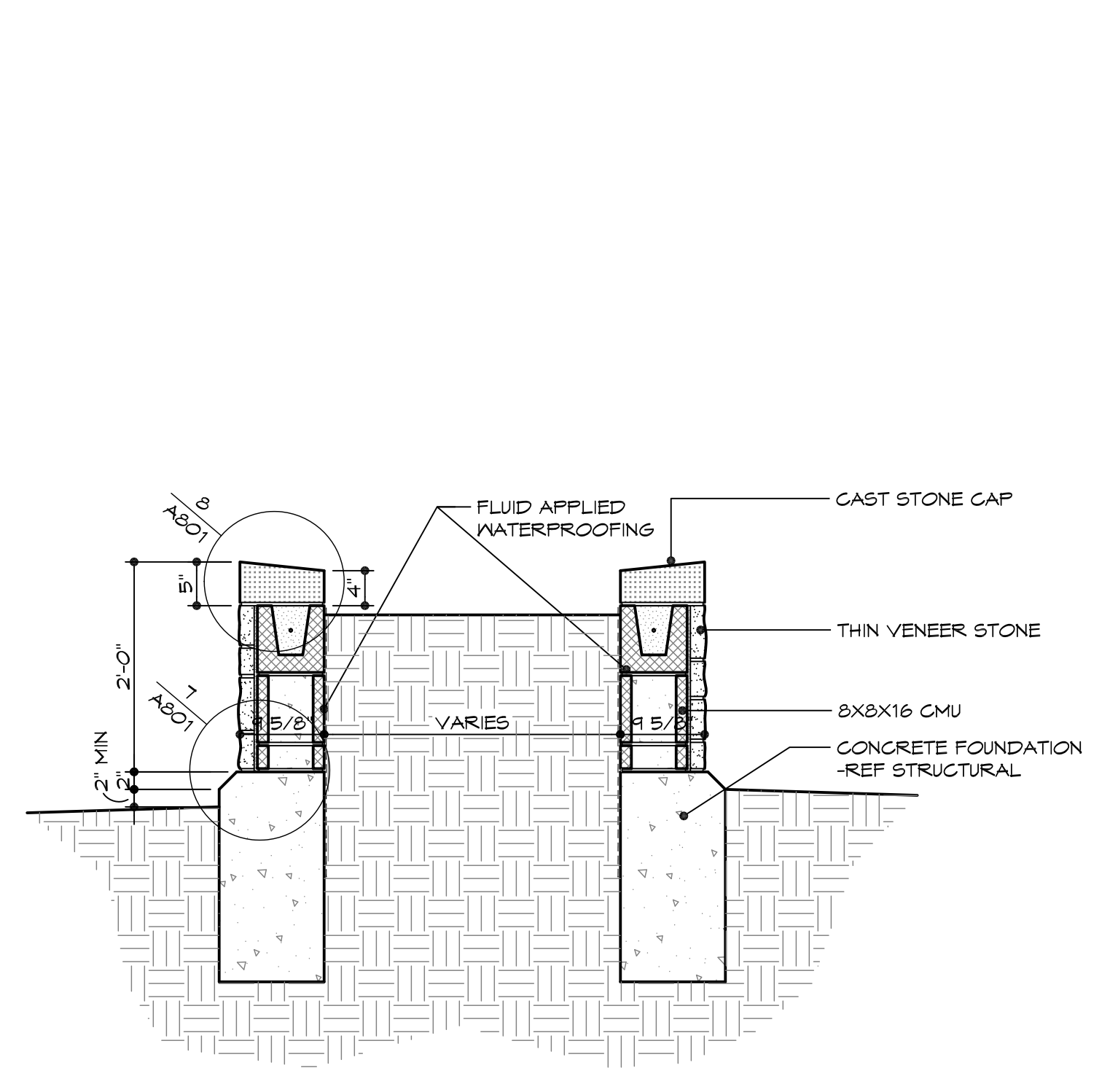
4 ACP PLAN DETAIL
SCALE: 3/4" = 1'-0"



3 WALL SECTION
SCALE: 3/4" = 1'-0"



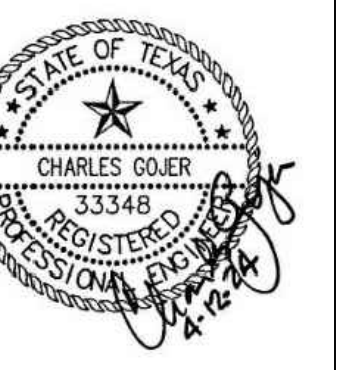
2 WALL SECTION
SCALE: 3/4" = 1'-0"



1 WALL SECTION
SCALE: 3/4" = 1'-0"

HUTCHINS GATEWAY SIGNS
HUTCHINS TEXAS

RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP
614 WEST MAIN STREET, SUITE 200 GARLAND, TEXAS 75040
PHONE: 972-494-0174



JOB NUMBER

2316

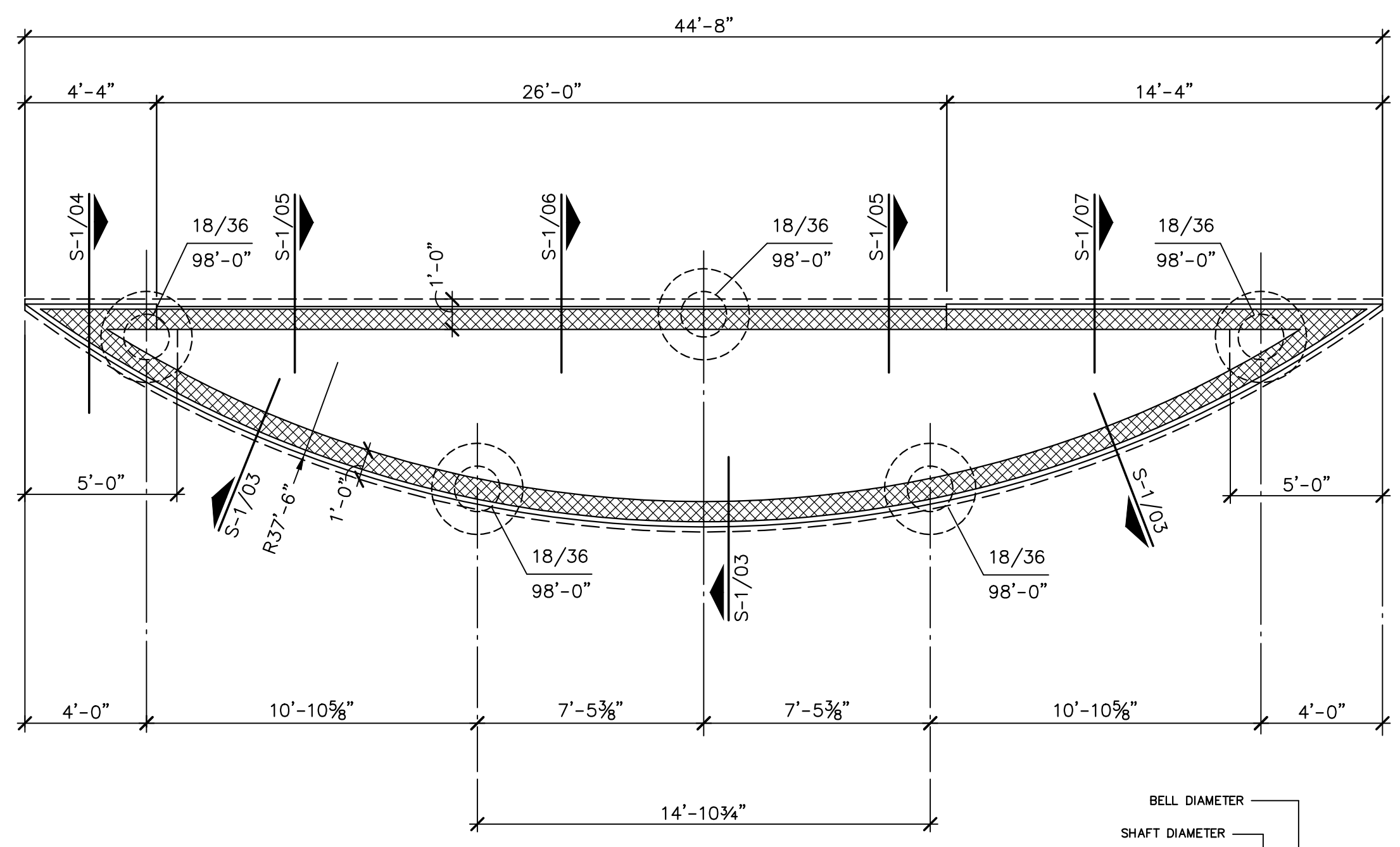
SHEET NUMBER

SIGN STRUCTURE FOUNDATION PLAN AND SECTIONS

S-1

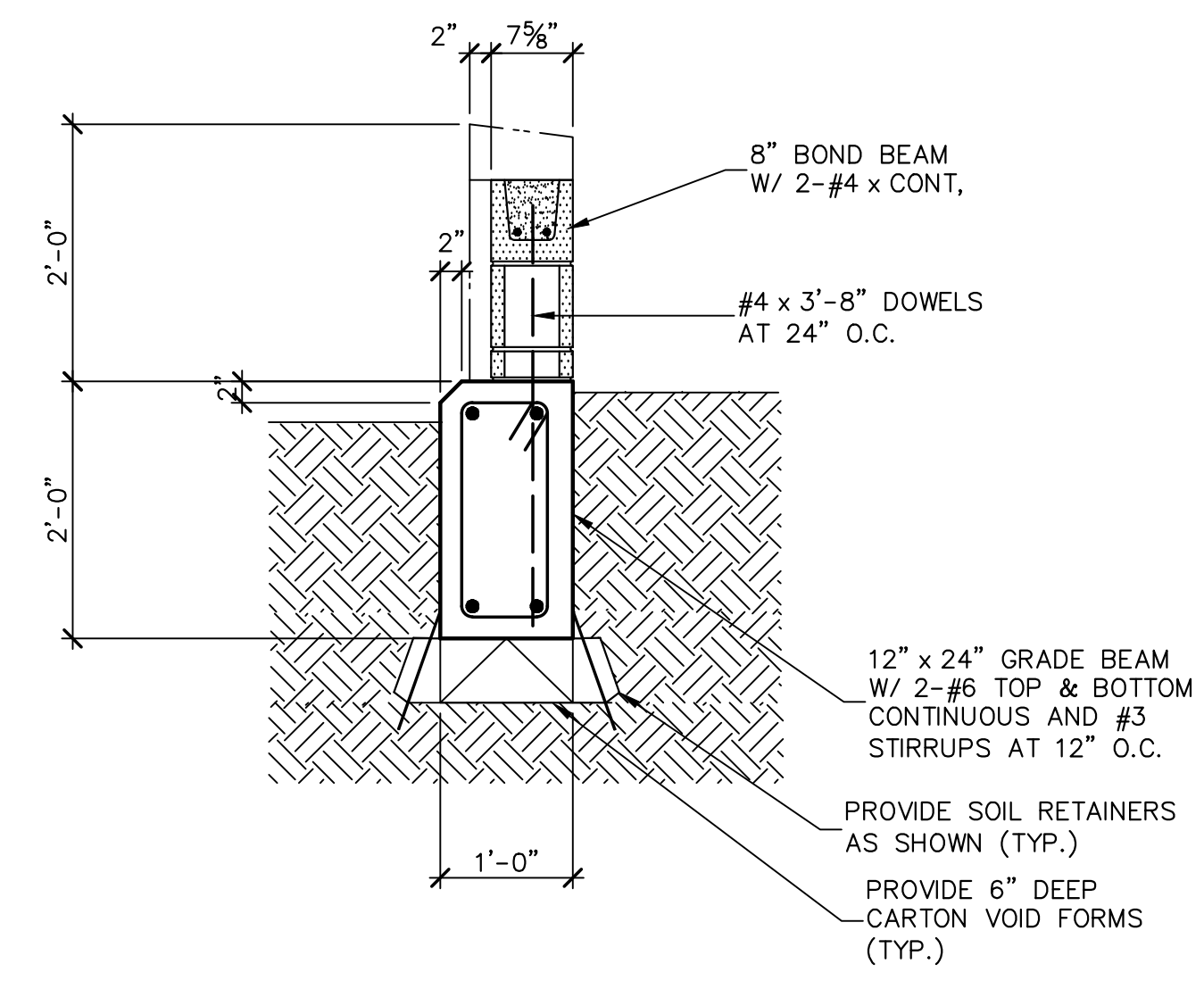
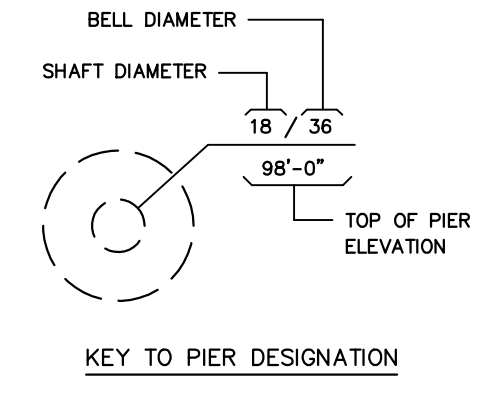
Charles Gojer and Associates, Inc.
Consulting Engineers
Texas Firm Registration No. F-697
11615 Forest Central Dr. Suite 303
Dallas, Texas 75243 (214) 340-1199

NOTE:
EXTEND CMU WALL AS FAR AS PRACTICAL,
AND THEN PROVIDE CAST-IN-PLACE
CONCRETE TO FORM THE SHARP END OF THE
WALL AS REQUIRED.

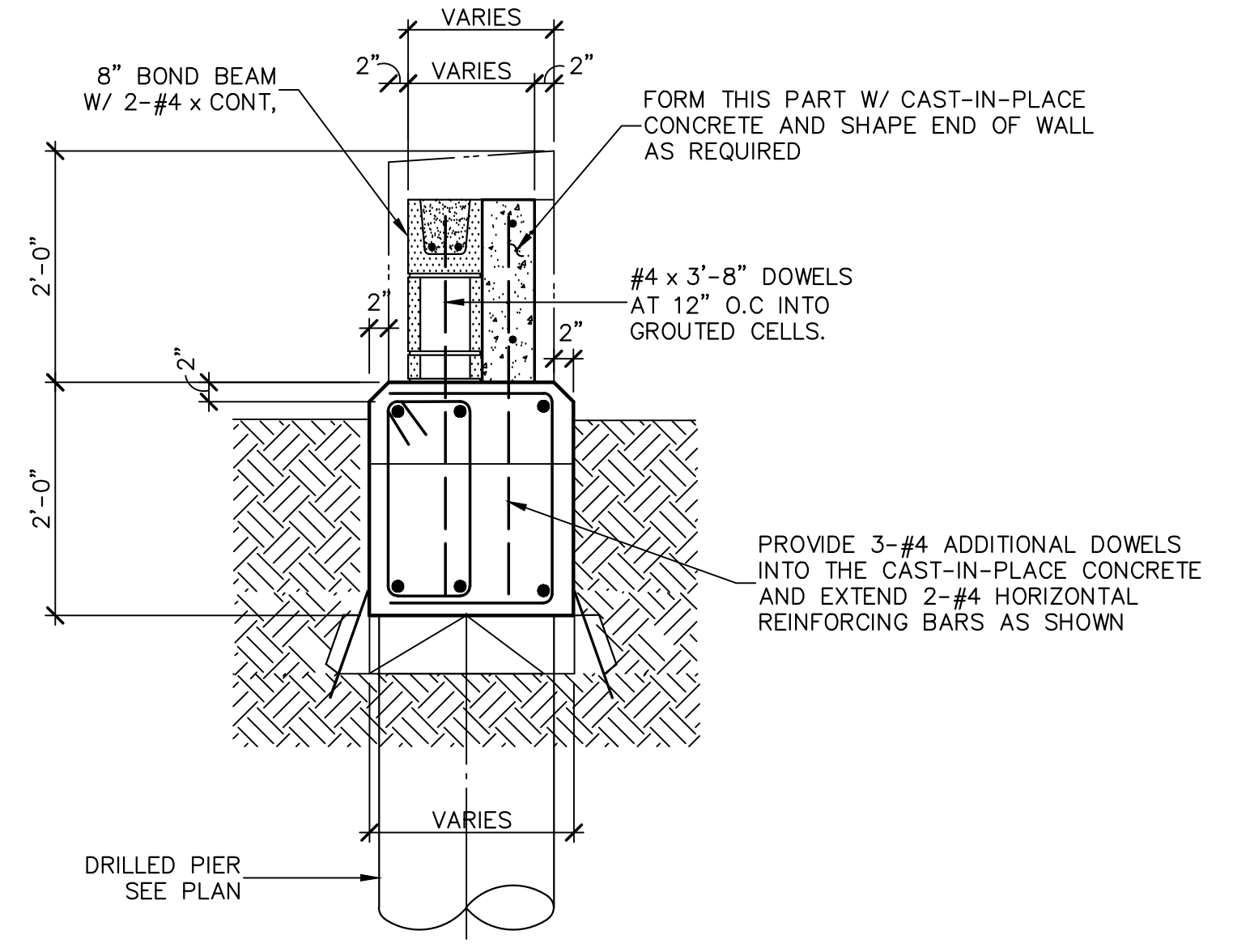


01 SIGN STRUCTURE FOUNDATION PLAN
SCALE: 1/4"=1'-0"

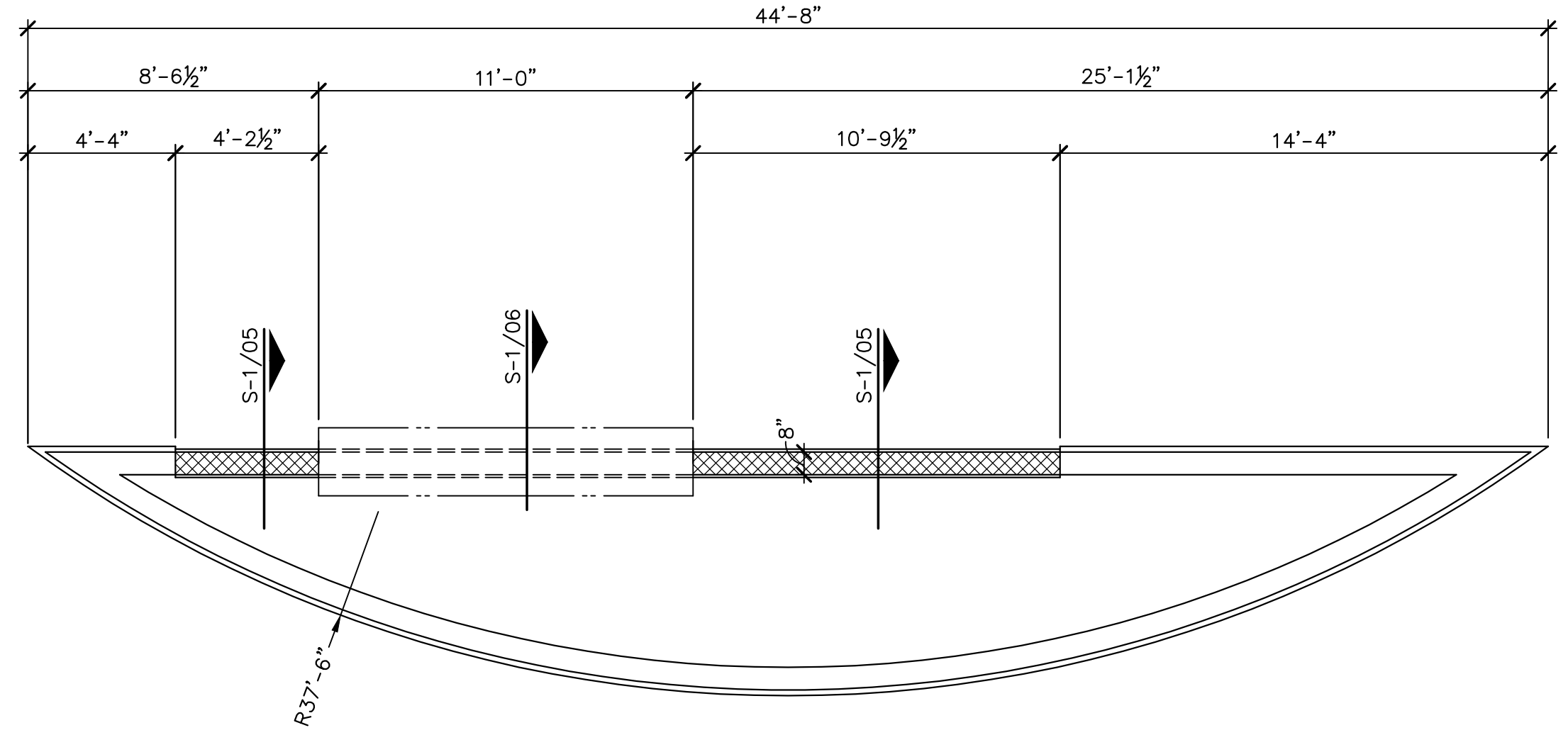
NOTE:
TOP OF GRADE BEAM ELEVATION IS DEFINED ARBITRARILY AS ELEVATION 100'-0". FOR ACTUAL DATUM ELEVATION OF TOP OF GRADE BEAM REFER TO OTHER DRAWINGS.



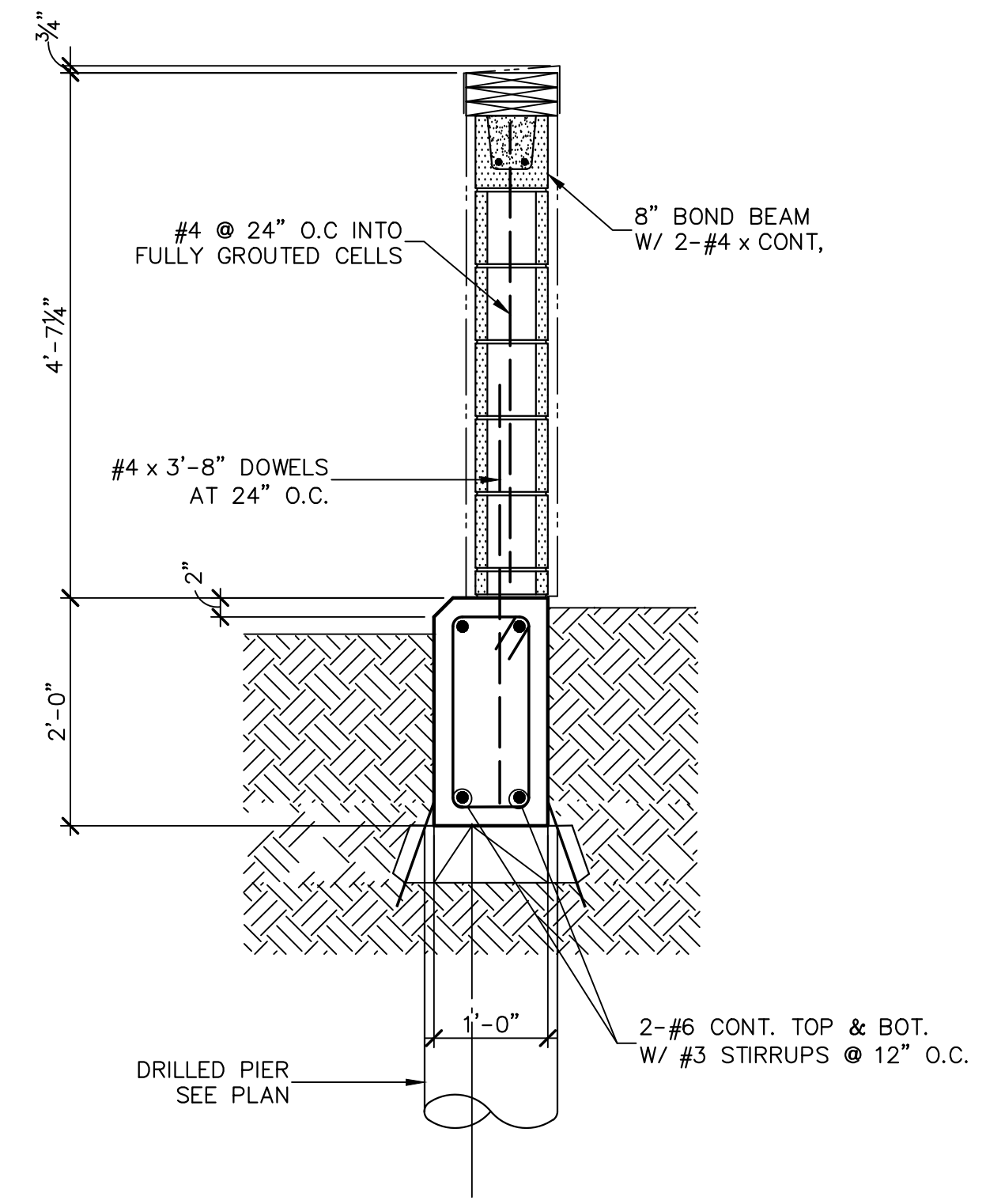
03 SECTION
SCALE: 3/4"=1'-0"



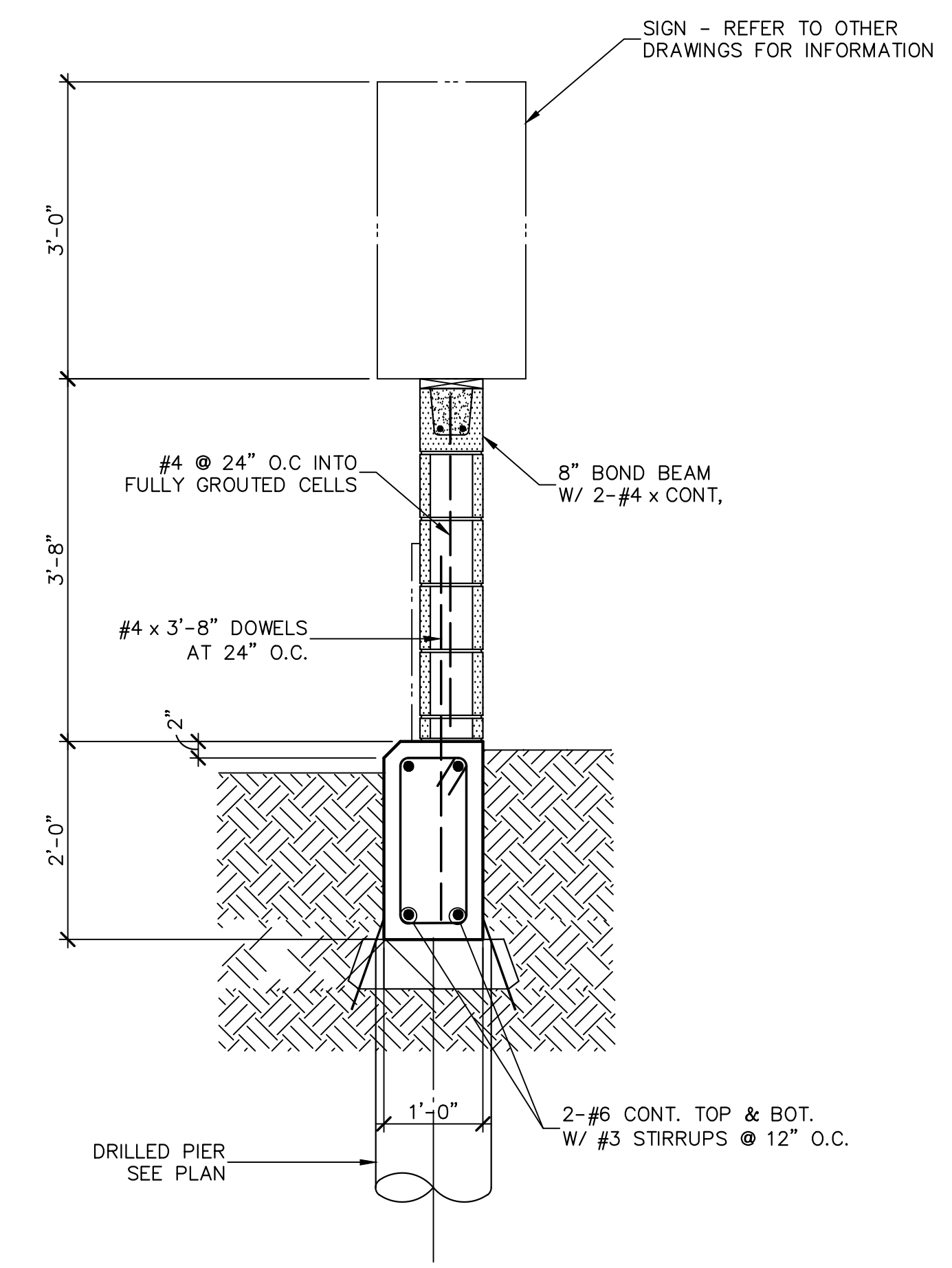
04 SECTION
SCALE: 3/4"=1'-0"



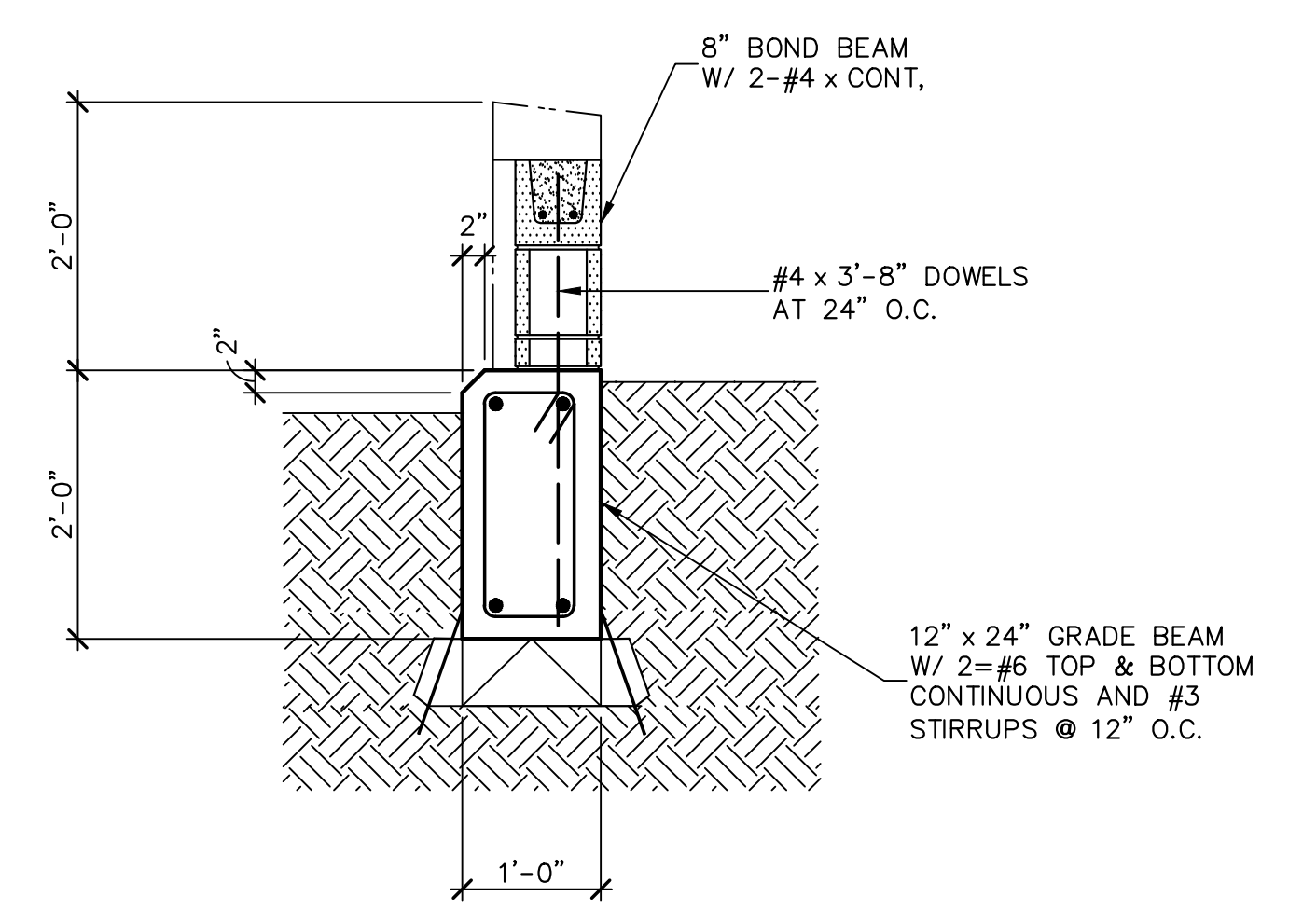
02 PLAN AT 48" ABOVE GRADE
SCALE: 1/4"=1'-0"



05 SECTION
SCALE: 3/4"=1'-0"



06 SECTION
SCALE: 3/4"=1'-0"



07 SECTION
SCALE: 3/4"=1'-0"

24-114\STRUCT\24114S1.DWG / 1/4=1'-0" / APR 12, 2024 / 10:23 AM / CHARLES / XRF51_02-03-04.

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2025-05-1262**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING THE BID PROPOSAL RECEIVED IN ASSOCIATION WITH THE INSTALLATION OF TWO GATEWAY SIGNS AT INTERSECTION OF I-45 AND PALESITINE ROAD & DOWDY FERRY ROAD; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH FALKENBRG CONSTRUCTION CO. INC., IN AN AMOUNT NOT TO EXCEED \$237,626.50; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City accepted the bid proposal for the Hutchins Gateway Signs Project (“the “Project”); and

WHEREAS the City has accepted the bid proposal of Falkenberg Construction Co. 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 bid proposal of Falkenberg Construction Co., Inc., for the Project in an amount not to exceed \$237,626.50.

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 bid proposal received by the City’s Department of Public Works on April 17, 2025.

SECTION 2. The City, acting through its governing body, hereby confirms that it awards the Project to Falkenberg Construction Co, Inc., at the submitted bid proposal of \$237,626.50 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 Falkenberg Construction Co, Inc., in the amount not to exceed \$237,626.50 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 13th day of May 2025.

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT "A"
Falkenberg Construction Co, Inc. Proposal



RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, Falkenberg Construction Co., Inc.
of 2435 109th Street, Grand Prairie, TX 75050
as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of Texas, are held and firmly bound unto
City of Hutchins, 321 N. Main Street, Hutchins, TX 75141, as Obligee, in the penal sum of
Five Percent of the Greatest Amount Bid (5% GAB),
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
proposal or a bid to the Obligee on a contract for Hutchins Gateway Signs/Hutchins, Texas
Hutchins, TX 75141; Project #2316

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
(90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 17th day of April, 2025.

Falkenberg Construction Co., Inc.
Principal
By: [Signature]

RLI Insurance Company
By: [Signature]
Peggy Hogan, Attorney in Fact

ADDRESS ALL CORRESPONDENCE TO:
RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612
309-692-1000

C0006304-10.0

POWER OF ATTORNEY

Section G, Item 9.

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Steven Lott, Barton Russ, Bret Tomlinson, Sheri R. Allen, Peggy Hogan, Sherrel Breazeale, jointly or severally

in the City of Dallas, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 24th day of January, 2025.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 24th day of January, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 17th day of April, 2025.

By: Jill A. Scott
Jill A. Scott Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick Corporate Secretary



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025



RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

Texas Policyholder Notice

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call **RLI Insurance Company's** toll free telephone number for information or to make a complaint at 800-645-2402.

You may also write to **RLI Insurance Company** at:

9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # 309-683-1610

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may also write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de **RLI Insurance Company** para obtener informacion o para presentar una queja al 800-645-2402.

Usted tambien puede escribir a **RLI Insurance Company**:

9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # 309-683-1610

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al 1-800-252-3439.

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propositos informativos y no se convierte en parte o en condicion del documento adjunto.

PROPOSAL FORM

PROPOSAL OF Falkenberg Construction Co., Inc
(Name of Bidder)

PROPOSAL FOR THE HUTCHINS GATEWAY SIGNS

Mr. Mamun Yusuf, PE
Director of Public Works
City of Hutchins
Hutchins, Texas

The undersigned hereby proposes to furnish all supervision, labor, material, equipment, tools and necessary accessories for the construction of the **HUTCHINS GATEWAY SIGNS** project in the Drawings, Project Manual and Addenda as prepared by RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP dated March 6, 2025, Architect's Project Number 2316.

The undersigned hereby proposes to furnish all of the above for the lump sum BASE BID amount of:

TOTAL BID

Two Hundred Thirty Seven Thousand Six Hundred Twenty Six and 50/100 ----- Dollars \$ 237,626.50

NOTE: Amounts shall be shown in both words and figures. In case of discrepancies, the amount in words shall govern.

EXTRA WORK: Should any change in the work or extra work be ordered, the following applicable percentage shall be added to the material and labor costs to cover overhead and profit. It is understood that the terms "overhead" and "profit" are defined in the General and Supplementary General Conditions.

Allowance to Contractor for overhead and profit for extra work performed by the Contractor and supervised by the undersigned 15 %.

Allowance to Contractor for overhead and profit for extra work performed by a Subcontractor and supervised by the undersigned 15 %.

ADDENDA: The undersigned hereby acknowledges receipt of the following addenda to the Drawings and Specifications, all of the provisions and requirements of which addenda have been taken into consideration in the preparation of this Proposal.

Addenda Number 1 dated 03/26/2025

Addenda Number 2 dated 04/09/2025
 Addenda Number _____ dated _____
 Addenda Number _____ dated _____
 Addenda Number _____ dated _____

BID SECURITY: Bid security must accompany each proposal. Bid security shall be made to the City of Hutchins, Texas in the amount of five percent (5%) of the proposal sum. Security shall be either a certified check or bid bond by surety licensed in Texas.

The successful bidder's security will be retained until he has signed the contract and payment and performance bonds have been executed. The Owner reserves the right to retain the security of the next two lowest bidders until the low bidder enters into contract or until forty-five (45) days after bid opening, whichever comes first. All other bid securities will be returned as soon as practicable. If any bidder refuses to enter into a contract, the Owner will retain his bid security as liquidated damages, but not as a penalty.

MODIFICATION AND WITHDRAWAL: A bid may not be modified, withdrawn or canceled by the Bidder during the period of 45 days following the time and date designated for the receipt of Bids.

SALES TAX EXEMPTION: The Owner qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the Contractor shall not pay such taxes which would otherwise be payable in connection with the performance of this contract.

The Contractor shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of all materials, supplies, equipment, and other tangible personal property incorporated into the real property being improved; and all materials, supplies, equipment, and other tangible personal property used or consumed by the Contractor in performing the contract with the Owner.

Materials and supplies "used in the performance of a contract" include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the contract with the Owner are not included in the exemption.

Under "reasons said purchaser is claiming this exemption" in the exemption certificate, the Contractor must name the Owner and the project for which the equipment, material, and supplies are being purchased, leased, or rented.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: The undersigned agrees that upon notice of acceptance of the Bid, to deliver to the Owner an executed Performance Bond and later, the Labor and Material Bond, per the attached example, within ten (10) days from notice.

CONTRACT: The undersigned agrees that upon notice of acceptance of the Bid, to deliver to the Owner an executed Contract, per the attached example, within ten (10) days from notice.

INSURANCE: The undersigned agrees within ten (10) days after the Contract is executed, to deliver to the Owner the certificates of insurance and original insurance policies required in the Specifications.

TIME OF COMPLETION: The undersigned agrees to commence work under this Contract within ten (10) days after the issuance of the "Notice to Proceed" from the Owner and to complete such work within 60 calendar days from date of such notice. (Contractor to fill in figures.) Time to complete the contract shall begin on the tenth (10th) day after the issuance of the "Notice to Proceed."

ACKNOWLEDGMENTS: The undersigned hereby declares that he has visited the site, has had sufficient time to make all tests and investigations, has carefully examined the Plans, Specifications and Contract Documents, and has become familiar with all conditions to arrive at an intelligent estimate of the cost of performing the Work and that he agrees to do the work for the sums set in this Proposal.

UNIT PRICES: It is further agreed that the quantities of the work to be done and materials to be furnished may be increased or decreased as necessary due to existing site conditions and that all quantities of work, whether increased or decreased, shall be performed at the unit prices set forth below.

All labor, materials and equipment required to construct this portion of the project shall be included in unit prices.

Unit prices may be given on each item in the following schedule, regardless of whether the quantities are shown and should any items be omitted, the right is reserved to apply the lowest price submitted by other bids.

UNIT PRICE NUMBER 1: Add per lineal foot for drilled piers the sum of :

_____ \$ 10.00

UNIT PRICE NUMBER 2: Delete per lineal foot for drilled piers the sum of :

_____ \$ 10.00

UNIT PRICE NUMBER 3: Add per pier for casing of drilled Piers the sum of :

_____ \$ 30.00

Respectfully submitted,

Corporations only fill in the following:

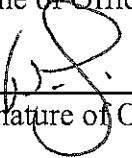
Falkenberg Construction Co., Inc
Legal Name of Corporation:

Texas
State of Incorporation:

2435 109th St.
Street Address

Grand Prairie, TX. 75050
City, State, Zip Code

Will Schaule
Name of Officer - (typed)


Signature of Officer

Pre-Construction Manager
Title

04/17/2025
Date

Seal of Corporation:

Witness
Andres Puente
Name of Witness - (typed)

2435 109th St
Street Address

Grand Prairie, TX. 75050
City, State, Zip Code


Signature

4/17/25
Date

Bidders other than Corporations fill in the following:

Legal Name of Bidding Firm:

Street Address

City, State, Zip Code

Name of Officer - (typed)

Signature of Officer

Title

Date



April 17, 2025

City of Hutchins
Mamum Yusuf
Dowdy Ferry and I-45
Hutchins , Texas. 75141

Proposal No.: 163.25

Reference: Hutchins Gateway Signs

Attention: Mamum Yusuf

We propose to furnish labor, material and equipment to for the Hutchins Gateway Signs as discussed during site visit and for the lump sum as follows:

Proposal Breakdown		
Base Bid		\$226,952.68
Bond	2.50%	\$5,673.82
Owner Contingency		\$5,000.00
TOTAL		\$237,626.50

Two Hundred Thirty Seven Thousand Six Hundred Twenty Six and 50/100 ----- Dollars

I. Documents:

- A. Drawings: Hutchins Gateway Signs by Ron Hobbs Architecture March 6th. 2025
 - Addendum 1 dated 03/26/2025
 - Addendum 2 dated 04/09/2025
- B. Specifications: Hutchins Gateway Signs - Permit Specifications Dated March 6th, 2025

II. Scope of Work:

- Demolition**
 - Remove Gateway Signs and Support Post
 - Trash clean up and haul
 - Remove existing gravel, frtade area to drain
- Concrete - As per plans and specs**
 - Concrete Footings/ Foundation
 - Concrete Piers
- Masonry - As per plans and specs**
 - 2 Units
 - 8" CMU Block, Gray Unfinished - Approx 430 sq.ft.
 - Thin Stone Veneer: BBCO Quarries, Sonoma Latte Blend, Coursed Ashlar, 1-1/2" to 2" Thick x Random Lengths 12" to 24" x 6" Heights, Sawed Top, Back & Bottom, Chopped Face -- approx. 215' sqft
 - Cast Stone: Wall Cap
 - Grout, Rebar, Wire, Mortar
 - Mock-Up
- Aluminum Composite Panels - As per plans and specs**
 - Install Alpoic PE Core Aluminum Composite Panel on clip system
 - Included 16-gauge hat channels
- Joint Sealants**
 - Fluid Applied Waterproofing on CMU Face
 - Based on Sikalastic HLM 5000 GC
 - Includes Exterior Wall Control Joints at Vertical Masonry Conditions
 - Includes Exterior Dissimilar Transition Joints
- Landscape and Irrigation**
 - Install Sod to match existing
 - Tree Removal, grind to stump

III. Exclusions:

- Sales tax, overtime, permit fees
- Sign Purchase and Install to be provided by Owner
- Exclude any irrigation work

IV. Clarifications:

This Proposal will remain in effect for a period of (30) Days

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.

Andres Puente
Asst. Estimator



STAFF REPORT

MEETING DATE: 5/13/2025

MEETING TYPE: CITY COUNCIL

SUBMITTED BY: S. HICKSON

AGENDA CAPTION: Request to Purchase Replacement Vehicle. Presented by Fire Chief Stacey Hickson

Background Information: Purchasing a replacement vehicle that was totaled by the hail storm on March 20, 2025. This vehicle is the Ford F-150 used by the Fire Inspector.

Budget Implications Total Cost \$41,628.00

Insurance Covered two vehicles at: \$22,706.50

Remaining funds of \$18,921.50 for purchase will come from the Fund Balance

Operational Impact Will allow the fire inspector to do his duties more efficiently.

Legal Review N/A

Staff Recommendation Staff recommends the replacement purchase of this vehicle.

Supporting Documentation and Attachments Attached



STAFF REPORT

MEETING DATE:	May 13, 2025
MEETING TYPE:	Regular Council Meeting
SUBMITTED BY:	Chief Perry
AGENDA CAPTION:	[Hutchins Animal Shelter Artwork and Contract] Presented by: [Steve Perry, Police Chief]

Background Information

The City of Hutchins reached out to a local Artist to provide artwork that would appear at the Hutchins Animal Shelter as part of the City of Hutchins campaign to provide “Art in public places” and to pay tribute to our former animal service officer Drewrey Daily.

Local Artist Isabella (Mesbelle) Mireles provided the City with several ideas that would showcase the building located at 205 W. Hickman as the City of Hutchins Animal Shelter. The following artwork was chosen by staff to present to the City Council for consideration and approval.

Budget Implications

\$ 25,000.00 Art in Public places

Operational Impact

Showcases the building as the City of Hutchins Animal Shelter

Pay honor and tribute to former animal services officer Drewrey Daily

Showcases the Cities commitment to “Art in public places”.

Legal Review

Contract reviewed and approved by City Attorney Joe Gorfida.

Staff Recommendation

Consider and approve the contract between the City of Hutchins and Isabella (Mesbelle) Mireles to provide Artwork for the Hutchins Animal Shelter.

Supporting Documentation and Attachments

Staff Report

Contract