



**CITY OF HUTCHINS  
CITY COUNCIL MEETING  
AGENDA**

**Monday, February 03, 2025 at 6:00 PM  
City Hall, 321 N. Main Street**

Pursuant to Section 551 of the Texas Government Code, notice is hereby given of a Work Session and Regular Meeting of the Hutchins City Council to be held on Monday, February 3, 2025, beginning at 6:00 a.m., 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. WORK SESSION**

1. Presentation of logo design. Presented by Beth Owens, Brandera

**B. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

**C. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**E. PRESENTATIONS**

2. Introduce new Sergeants by: Chief, Steve Perry
3. Employee commendations Presented by: Chief, Steve Perry
4. 2025 Water & Wastewater Rate Study
5. Plan of Finance for Library & Recreation Center

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

6. Discuss and consider approving a logo design. Presented by Beth Owens

7. Discuss and consider the new City Hall Architectural design sculpture art to be integrated into art in public spaces, with Turning Art. Presented by Wanda Randle
8. Discuss and consider Resolution R2025-02-1234 OF THE CITY OF HUTCHINS, TEXAS, ORDERING AND PROVIDING NOTICE OF AN ELECTION FOR THE CITY OF HUTCHINS, TEXAS, TO BE HELD ON THE 3rd DAY OF MAY 2025, FOR THE PURPOSE OF ELECTING THREE (3) COUNCILMEMBERS AT LARGE FOR THREE (3) YEAR TERMS; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT WITH DALLAS COUNTY ELECTIONS DEPARTMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Cynthia Olguin, City Secretary
9. Discuss and consider Resolution R2025-02-1235 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF ELEVEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC. Presented by: Katherine Lindsey, Assistant to the City Administrator
10. Discuss and consider Resolution R2025-02-1236 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF A CONTRACT, BY AND BETWEEN THE CITY OF HUTCHINS AND AT&T, FOR THE PURCHASE OF 911 CALL HANDLING PRODUCTS AND SERVICES (RFP 2024-06), AT THE QUOTED AT&T CONTRACT DIR-TELE-CTSA-002 PRICING NOT TO EXCEED THE TOTAL AMOUNT OF \$699,123.23 AND APPROPRIATING FUNDS FROM FISCAL YEAR 2025/2026 BUDGET, AND PROVIDING FOR AN EFFECTIVE DATE. Presented By Steve Perry, Police Chief
11. Discuss and Consider RESOLUTION R2025-02-1237 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE AGREEMENT WITH PIPELINE ANALYSIS, LLC FOR CITYWIDE WASTEWATER FLOW MONITORING. Presented by: Mamun Yusuf, Director of Public Works
12. Discuss and consider the Emergency Alerting System for Station 2. Presented by Stacey Hickson, Fire Chief
13. Discuss and consider a request to extend part-time/temporary support staff in the Utility Billing Division. Presented by: Maria Joyner, Director of Finance
14. Discuss and consider a request for part-time/temporary support staff in the City Secretary's office. Presented by Cynthia Olguin
15. Discuss and consider Resolution R2025-02-1238 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTCHINS AND REGION VIII EDUCATION SERVICE CENTER TO PARTICIPATE IN THE INTERLOCAL PURCHASING SYSTEM (TIPS). Presented by Katherine Lindsey
16. Discuss and act on Resolution No. R2025-02-1239 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, MODIFYING THE DESIGNATION OF THE ANIMAL SHELTER LOCATED AT 205 WEST HICKMAN STREET, HUTCHINS, TEXAS 75141 FROM TEMPORARY TO PERMANENT. This item was placed on the agenda by Mayor Vasquez.

## **G. EXECUTIVE SESSION**

17. Pursuant to Texas Government Code Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person; specifically, discuss purchase of parkland. Presented by James Quin, City Administrator

## **H. RECONVENE INTO REGULAR SESSION**

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

Deliberation regarding the approval of a professional services agreement entered into effective this 3rd day of February 2025 (“Effective Date”), by and between North Texas Urban Services, LLC (“NTXUS”) and the City of Hutchins, Texas (“City”), acting by and through their respective authorized representatives as NTXUS shall seek to purchase for subsequent conveyance to the City certain properties that are of interest to the City for acquisition and improvement.

## **I. ITEMS OF COMMUNITY INTEREST**

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

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

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

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

### **May 3, 2025 General Election Information:**

Wednesday, January 15, 2025 through Friday, February 14, 2025 is the period for filing an application for a place on the ballot for May 3, 2025 General Election for the purpose of electing three city council members at large.


Thursday, April 3, 2025: Last day to register to vote in the May 3, 2025 General Election.

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

## **J. ADJOURN**

**CERTIFICATION**

I certify that a copy of the February 3, 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](http://www.cityofhutchins.org), in accordance with Chapter 551 of the Texas Government Code. Posted on January 29, 2025, before 6:00 p.m.

  
Cynthia Olguin  
City Secretary



**ACCESSIBILITY STATEMENT**

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



# STAFF REPORT

---

**MEETING DATE:** February 3, 2025

**MEETING TYPE:** Regular Council meeting

**SUBMITTED BY:** S. Perry

**AGENDA CAPTION:** [Introduce new Sergeants by: [Chief, Steve Perry]]

---

## **Background Information**

On January 3, 2025, the Hutchins Police department held a promotional exam for two vacant Sergeant positions. Pedro Moreno has been with the department since 2020 and has a total of 7 1/2 years of Law Enforcement experience. Adrian Mc Cowan has been with the department since 2021 and has 3 1/2 years of experience. Both Officers successfully passed the written exam and are more than qualified to move into the role of patrol Sergeant.

## **Operational Impact**

N/A

## **Legal Review**

N/A

## **Staff Recommendation**

N/A

## **Supporting Documentation and Attachments**

N/A



# STAFF REPORT

<b>MEETING DATE:</b>	February 3, 2025
<b>MEETING TYPE:</b>	Regular Council meeting
<b>SUBMITTED BY:</b>	S. Perry
<b>AGENDA CAPTION:</b>	(Employee commendations) by: [Chief, Steve Perry]

### Background Information

Adrian Mc Cowan has been with the department since 2021. Adrian has served in patrol, traffic, and criminal investigations before being promoted to patrol sergeant. Adrian is being chosen as officer of the year for 2024 for his outstanding leadership, hard work, and dedication to the Law Enforcement profession and the City of Hutchins. Adrian is one of the most positive people that I know, his great attitude is infectious, and he has a great willingness to help others in need.

Adrian is the guy that can brighten one’s day with his positive attitude and outlook on the day and life. I often hear Adrian in the hallway whistling a tune or hear him chatting with his coworkers to brighten their day.

As Adrian continues to grow and develop as a Sergeant in the patrol division, I know he will accomplish great things. Adrian will have a positive impact on his shift as a first line supervisor just as he has had with his fellow co-workers and piers. Adrian has what it takes to lead others, his work ethic is excellent, and he is one of the most honorable people I know. I believe that someday with determination, hard work, a positive attitude, and with his excellent work ethic that Adrian has the ability to become a great leader and Police Chief.

Our Communications Officer of the year has been with the department since 2022. During her short two years Becky has brought about many positive changes in the communications division. It’s a great feeling to know that you have people that we can depend on to do the right thing first when it comes to representing the City of Hutchins the Police department and the profession. Becky is more than a communications officer and sometimes we forget how important this division actually is until we reflect on all the responsibilities that we have placed on our division leaders.

A dispatcher is the first responder that people depend upon to keep them safe. A dispatcher must multitask the admin lines, a frantic person on a 911 call, the police radio, and the emergency medical and fire services radio all simultaneously. A dispatcher has nerves of steel and can't panic, far too many people's lives depend upon the information being received, A dispatcher has patience and regardless of recognition they make a difference in the lives of the people that we serve.

Becky has taken on every project and challenge that I have asked of her. We have successfully completed the Motorola radio implementation project and Becky was the key coordinator from the police department to ensure that this project had a successful outcome. We had a successful CJIS audit with the State of Texas under her leadership in the division, and she has taken on the responsibility of records in the Police department, fulfilling over 900 Citizen requests for records in 2024. Thank you for all your hard work and I know that Becky will be there to manage many more projects that will improve the quality of public safety for our community and the citizens we serve.

**Operational Impact**

N/A

**Legal Review**

N/A

**Staff Recommendation**

N/A

**Supporting Documentation and Attachments**

N/A



# STAFF REPORT

**MEETING DATE:** February 3, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Maria Joyner, Director of Finance

**AGENDA CAPTION:** 2025 Water & Wastewater Rate Study

### Background Information

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

The scope of services provided by NewGen included the following:

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

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

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

During the February 19, 2024, City Council meeting Ordinance 2024-02-1188 was approved authorizing the staff to pass increase rates charged by the City of Dallas to water and wastewater customers of the City. On July 26, 2023, Dallas Water Utilities sent a notice that as of October 1, 2023, the rate for treated water would increase by 14.27% and the rate for wastewater treatment would increase by 4.34%. On November 21, 2024, Dallas Water Utilities sent a notice that as of October 1, 2024, the rate for treated water would decrease by (1.3%) and the rate for wastewater treatment would increase by 5.1%. The City has absorbed the increases and has not made any adjustments to the rates.

**A representative from NewGen will present the results of the Water/WasteWater Rate Study.**



February 3, 2025

# CITY OF HUTCHINS, TEXAS WATER & WASTEWATER RATE STUDY

NewGen  
Strategies & Solutions

# BUSINESS FUNDAMENTALS

---



## Revenue Sufficiency

Revenues must match or exceed expenses



## Reserves

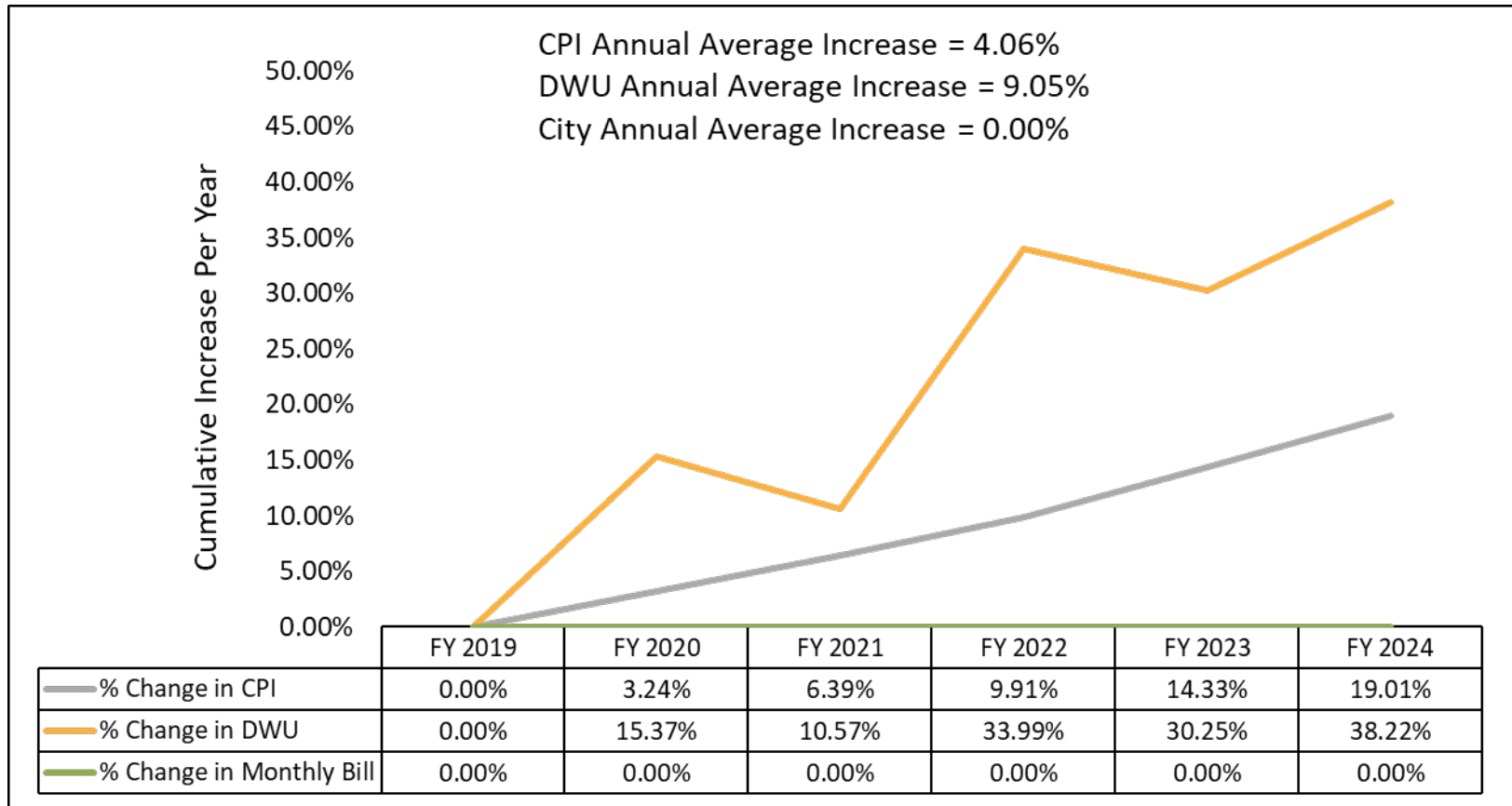
Must plan for a rainy day



## Reinvestment

We must repair, replace, and reinvest in infrastructure

# CPI, DWU, & WATER AND SEWER SERVICES INCREASES



The City has not increased rates since FY 2019

The cost increases from DWU have not been passed through to customers in rates since FY 2019

CPI = Water, Sewer, & Trash Collection Services in US City Average  
 DWU = Dallas Water Utilities Water & Sewer Expenses  
 City = Based on 6,000 Gallon Water & 6,000 Gallon Wastewater Bill

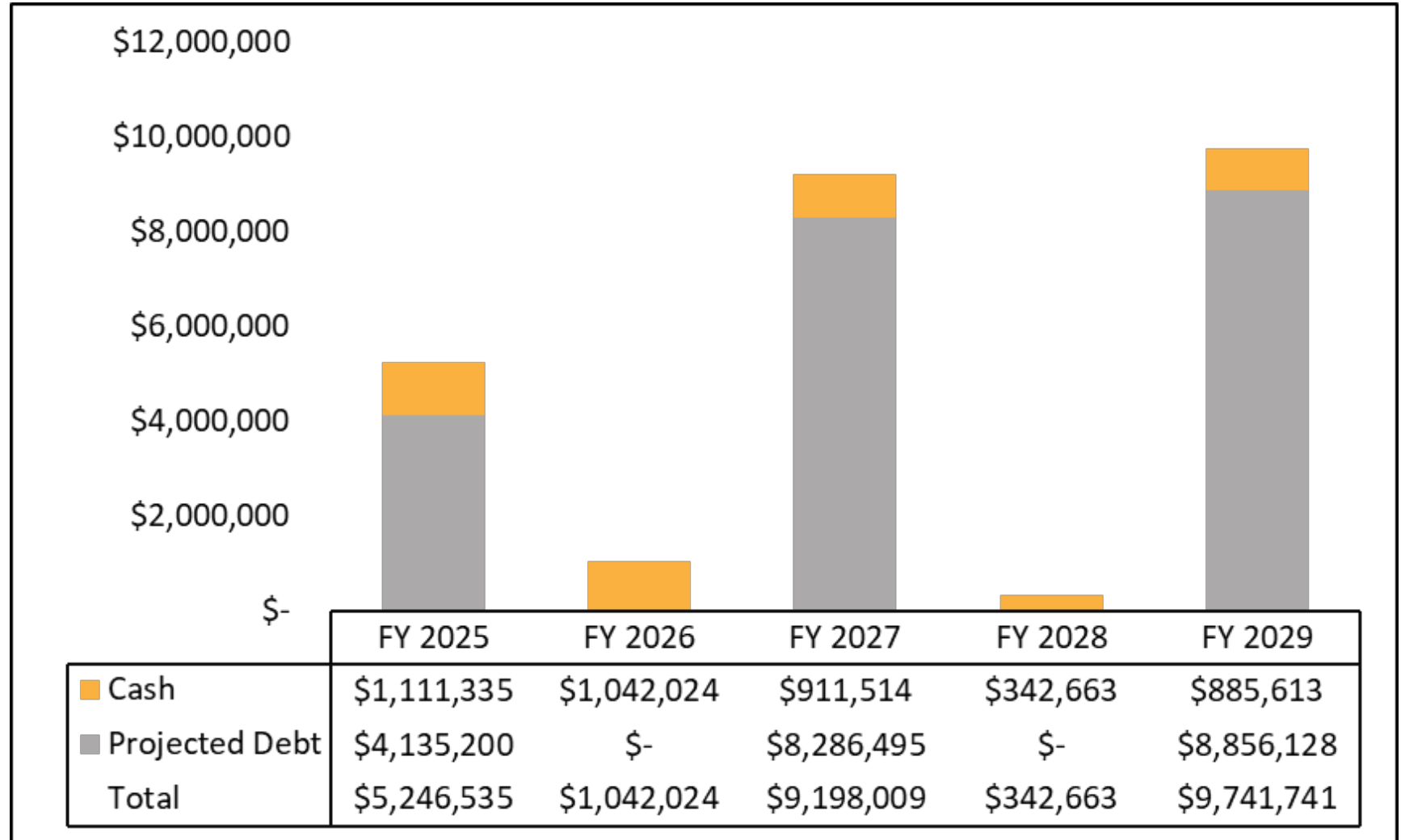
# CAPITAL IMPROVEMENT PLAN

- The City anticipates to fund \$23M of capital projects between FY 2025 and FY 2029
- The City plans to issue debt every other year, beginning in FY 2025
- Reserves will be used in lieu of debt, as available

Project	Project Cost <sup>1</sup>
Wastewater line Replacement	\$ 10,000,000
Water line Replacement	7,500,000
Wastewater line CIP	2,500,000
Water Tank Rehab	1,000,000
Equipment Repair/Replacement	400,000
Emergency/Backup Generator	300,000
Water Pump Station Pump Rehab/Replacement	275,000
Manhole Replacement	250,000
Lift Station Pump Rehab/Replacement	250,000
Vehicle Replacement	200,000
Fire Hydrant Replacement	125,000
Valve Replacement	125,000
<b>Total</b>	<b>\$ 22,925,000</b>

Note - The project costs displayed above do not account for inflation.

# CIP FUNDING



# WHOLESALE

- Hutchins uses Dallas Water Utilities for both water and wastewater wholesale service

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
<b>Water</b>					
DWU Rate (per kgal)	\$ 2.7987	\$ 2.9409	\$ 3.0903	\$ 3.2473	\$ 3.4122
Projected Charges	1,321,047	1,402,661	1,489,685	1,582,505	1,681,536
Annual Increase		6.2%	6.2%	6.2%	6.3%
% of Water Expenses	41.8%	41.4%	43.5%	41.3%	43.0%
<b>Wastewater</b>					
DWU Rate (per kgal)	\$ 3.2598	\$ 3.2996	\$ 3.3399	\$ 3.3806	\$ 3.4219
Projected Charges	1,172,548	1,197,132	1,222,556	1,248,855	1,276,066
Annual Increase		2.1%	2.1%	2.2%	2.2%
% of Wastewater Expenses	36.4%	35.3%	36.2%	38.6%	32.9%

# SEWER BILLING METHODOLOGIES



- Given that sewer flow is not metered, two methods are available to bill for sewer service:
  - Winter Average Water Use
  - Actual water use during the month with a cap on billings
- Two goals underly these methods:
  1. Billed sewer flow should be reasonably approximate to the actual flow into the system and take into account the impact of irrigation
  2. Sewer rates can also help encourage conservation since lower winter water usage can reduce sewer charges

# WINTER AVERAGING FACTS



- Average based on use in December, January, and February
- For customers without bills during the average months, a winter average of 5,000 gallons will be assumed
- Winter averages will be reset in March each year
- Commercial and Industrial will continue to be charged based on actual water use
  - Most common billing method when winter averaging is employed
- If implemented, winter averaging would be effective with the first bill, as of March 2026

- Certain industry groups advise utilities to receive no more than 30% of their revenue from fixed charges to balance revenue stability and water conservation
- NewGen recommends that, at minimum, the fixed revenues be able to cover 100% of the annual debt payments

	Water	Wastewater	Combined
Fixed	\$ 594,806	\$ 318,386	\$ 913,192
Variable	2,403,076	1,578,600	3,981,676
<b>Total</b>	<b>2,997,882</b>	<b>1,896,986</b>	<b>4,894,867</b>
Fixed %	19.8%	16.8%	18.7%
Variable %	80.2%	83.2%	81.3%
Debt Payment	\$ 723,438	\$ 723,438	\$ 1,446,876
% of Fixed Revenue	82.2%	44.0%	63.1%

## FIXED VS. VARIABLE

# RATE DESIGN

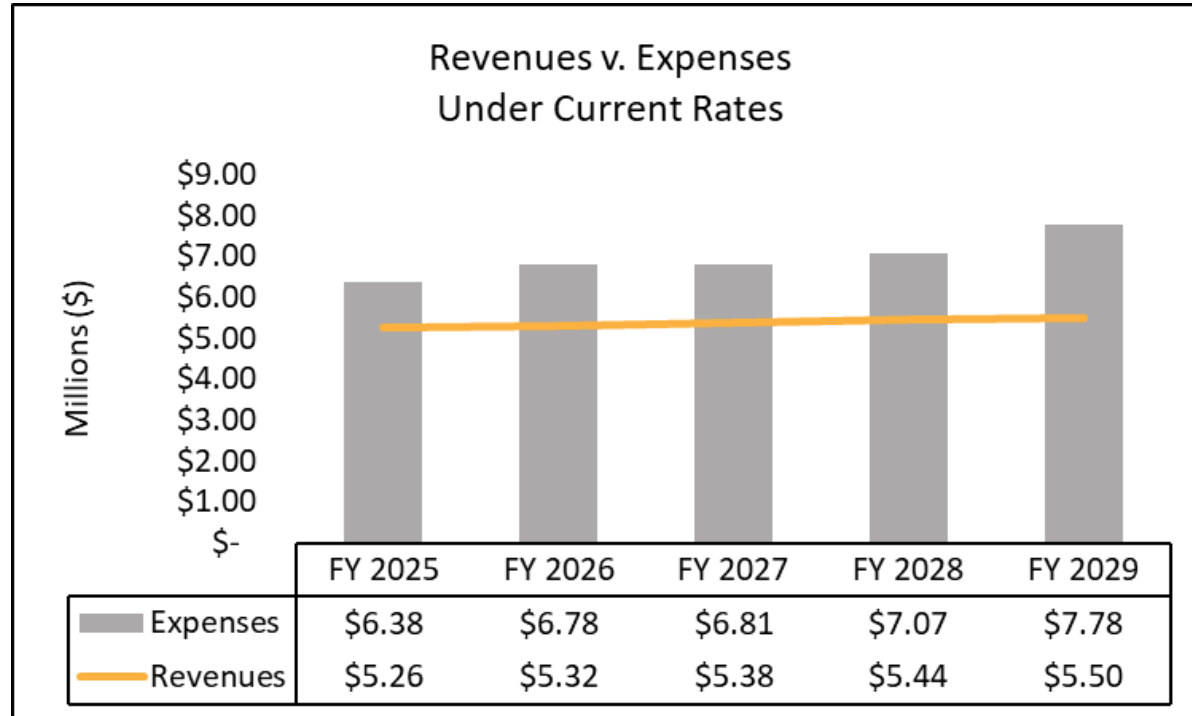
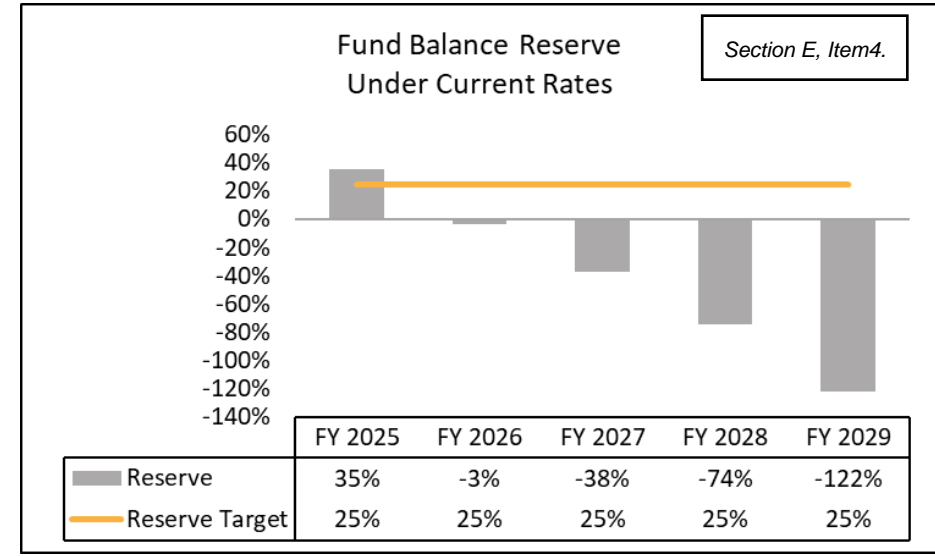
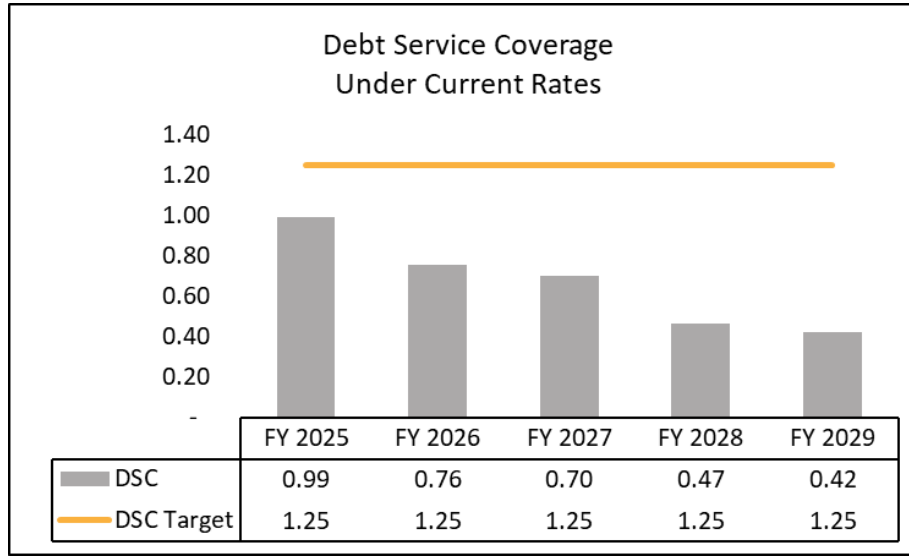
---

- Two Scenarios were developed based on discussions with staff:
  - Scenario 1: Winter Average
  - Scenario 2: No Winter Average
- Both scenarios:
  - Apply equal increases between utilities
  - Hold outside City customer rates flat until the multiplier is reduced from 2.0 to 1.15
  - Aim for fixed revenues to cover 100% of the annual debt payments by FY 2029
  - First rate increase in March 2025. Next rate increase in January 2026, with full conversion to winter averaging in March 2026<sup>1</sup>

1 – Winter averaging effective date applies to Scenario 1 only.

# FINANCIAL PERFORMANCE

Under Current Rates



# SCENARIO 1

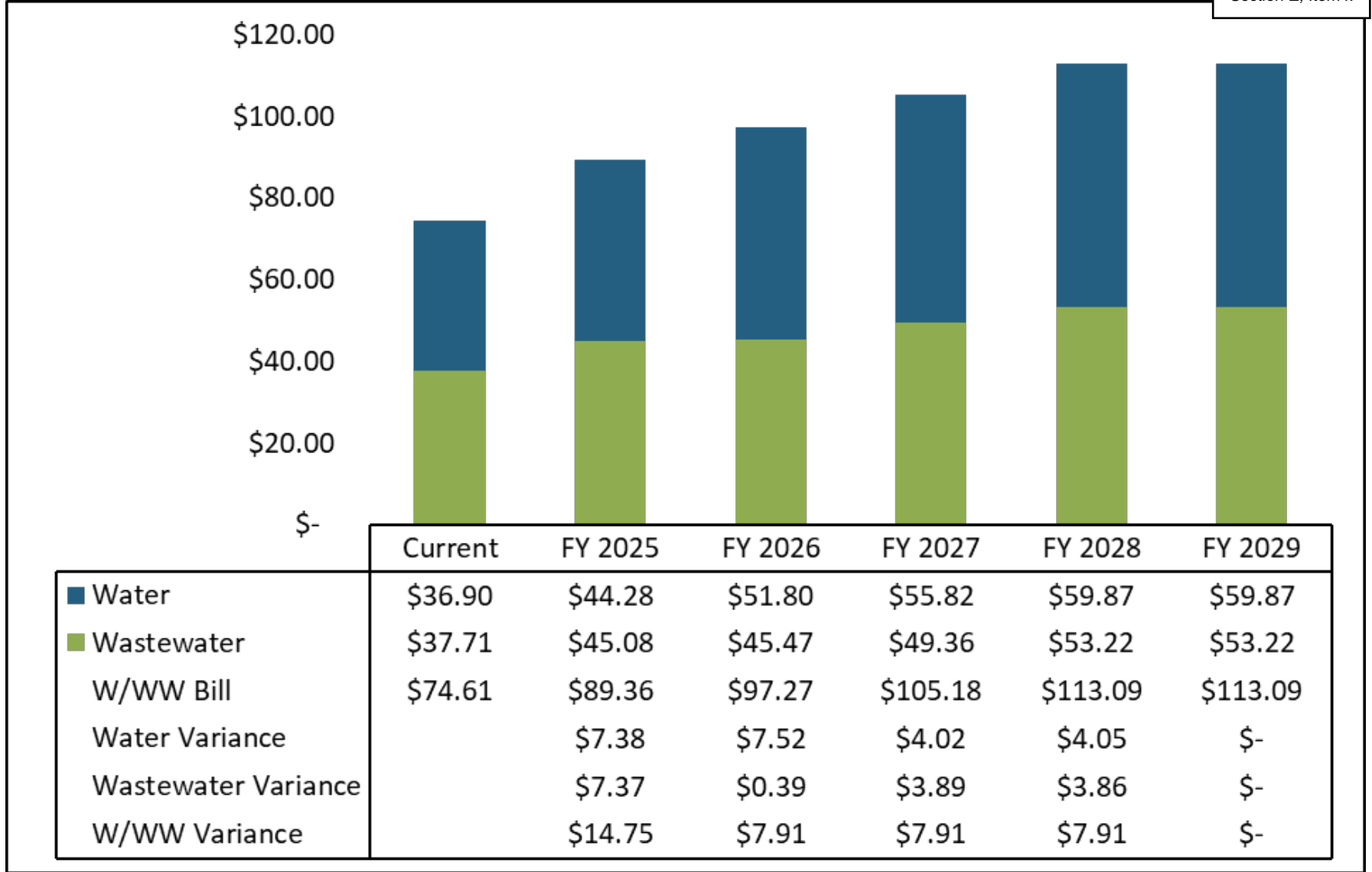
---

**Sewer Billing Method: Winter Average**

# MONTHLY BILL IMPACTS

3/4" Residential –  
6,000 Gallons Water  
& 5,000 Gallons  
Wastewater Winter  
Average

(Scenario 1)

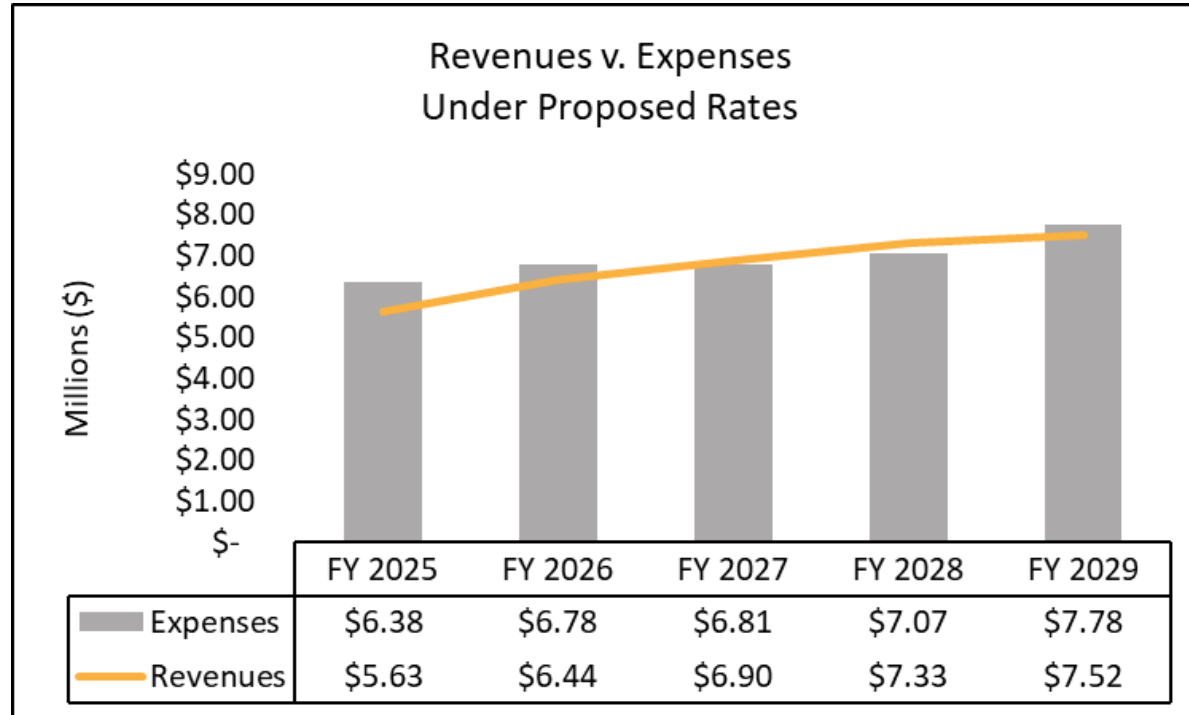
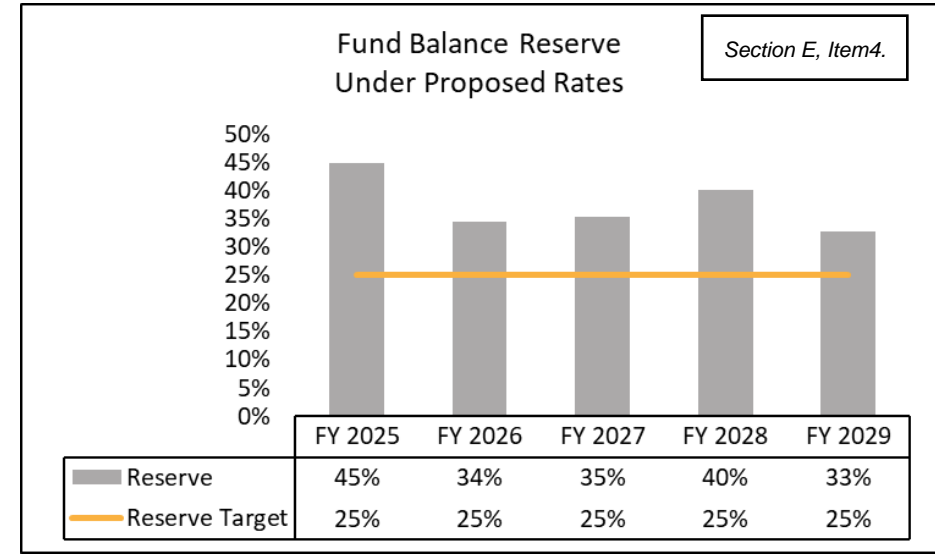
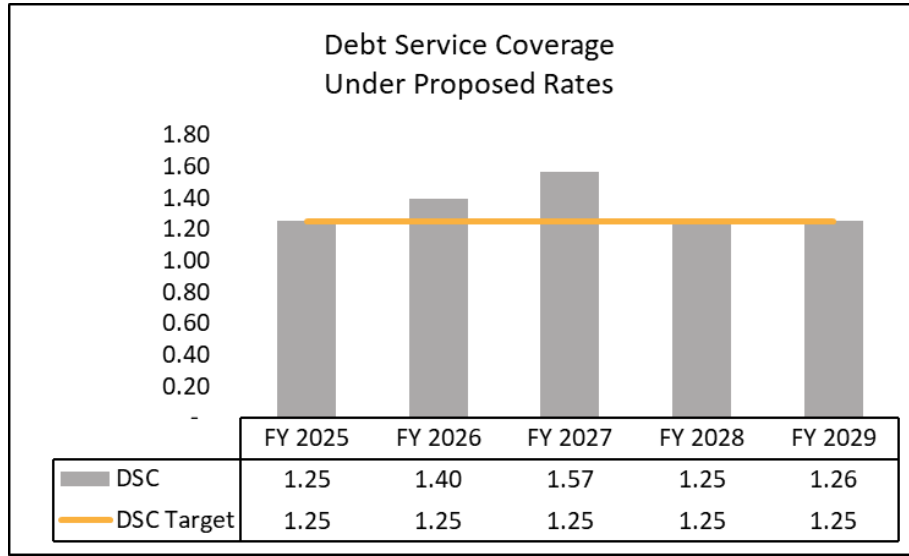


Note: It is proposed that winter averaging will go into effect March 2026.

# FINANCIAL PERFORMANCE

Under Proposed Rates

(Scenario 1)



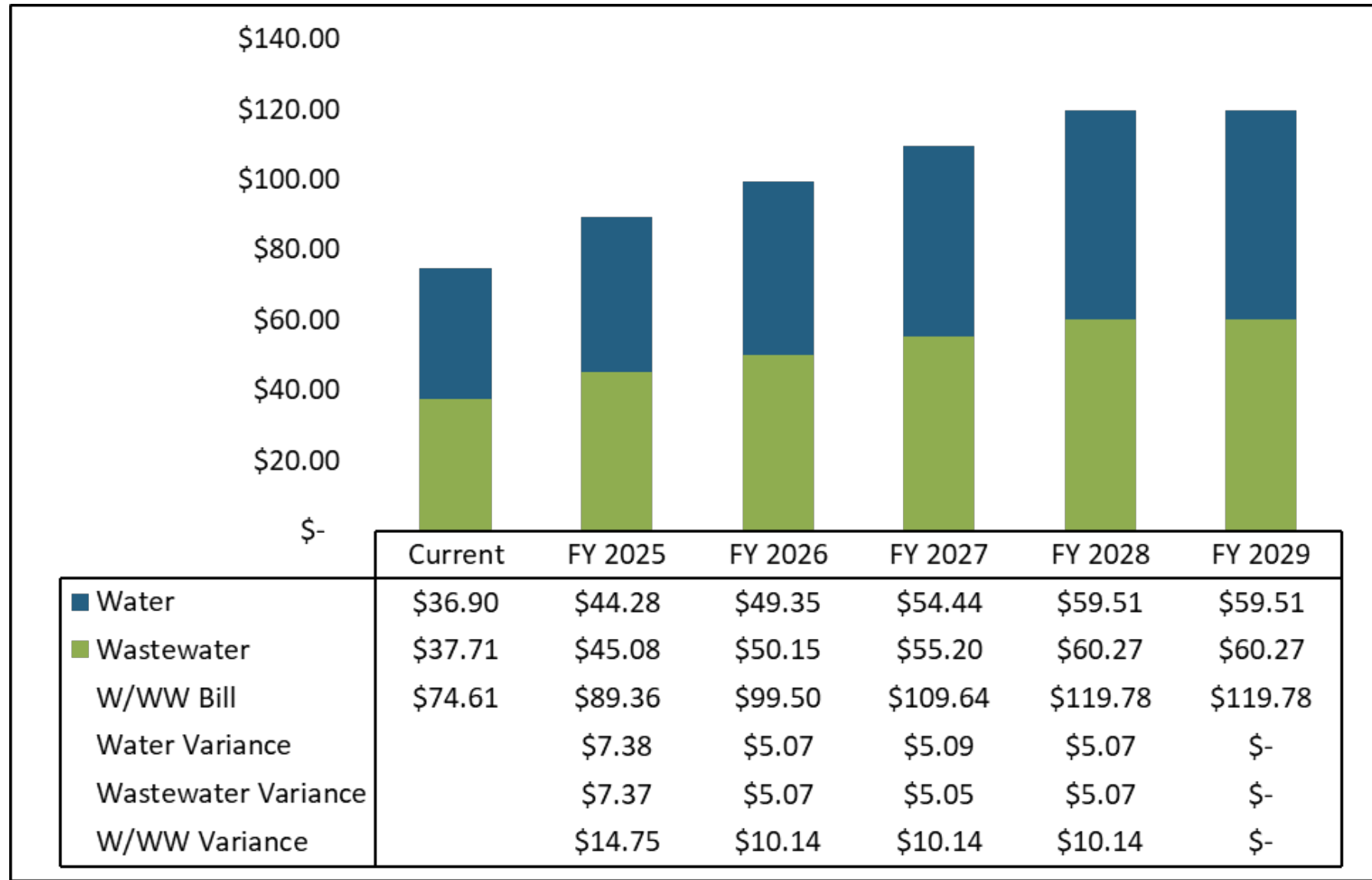
# SCENARIO 2

---

**Sewer Billing Method: Current**

# MONTHLY BILL IMPACTS

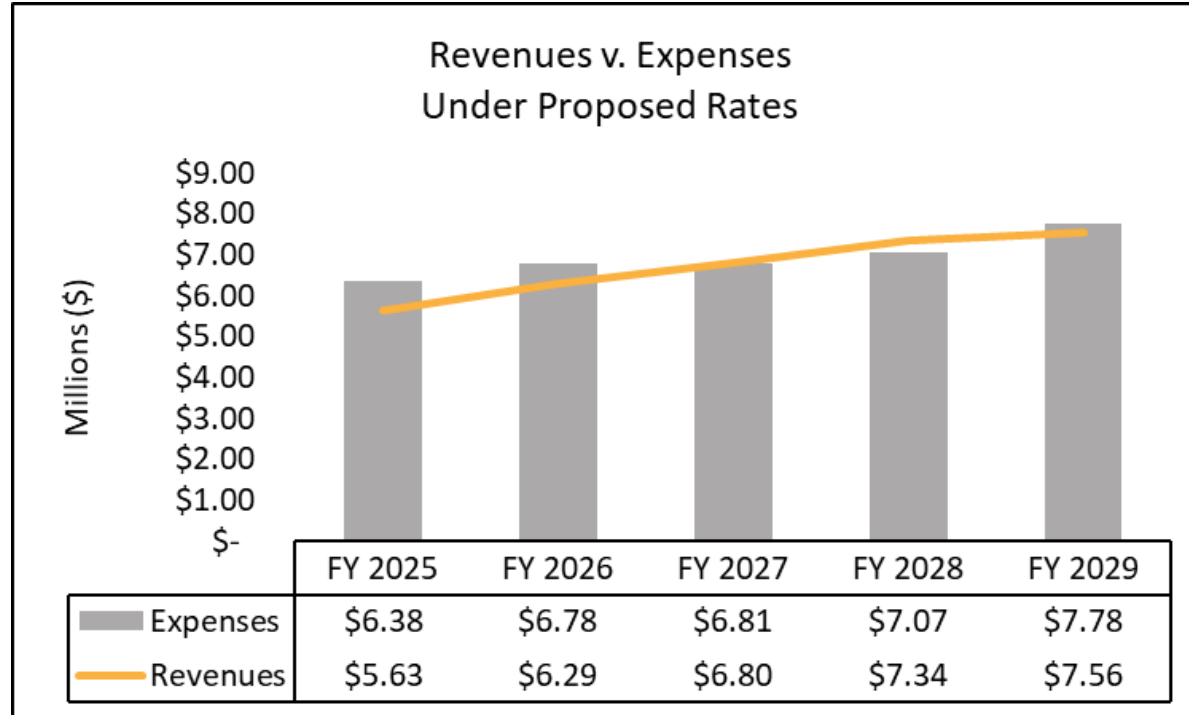
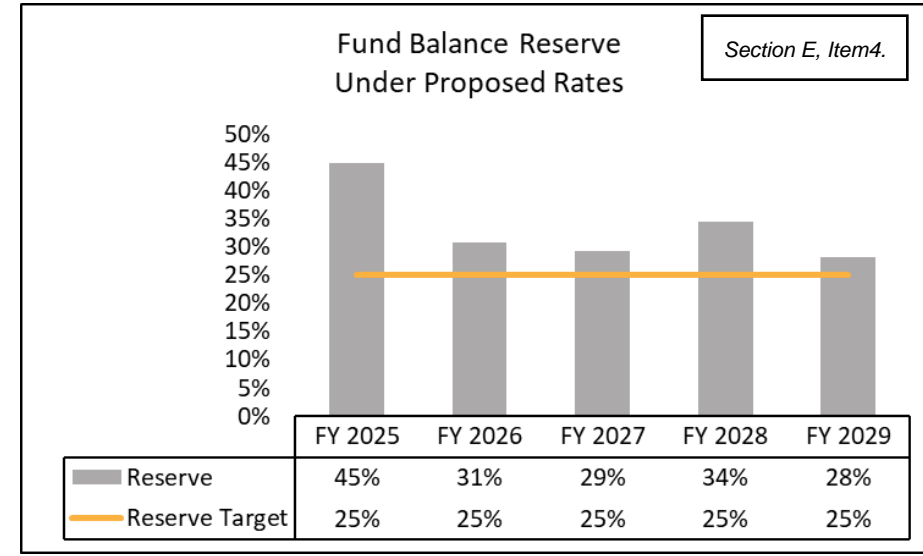
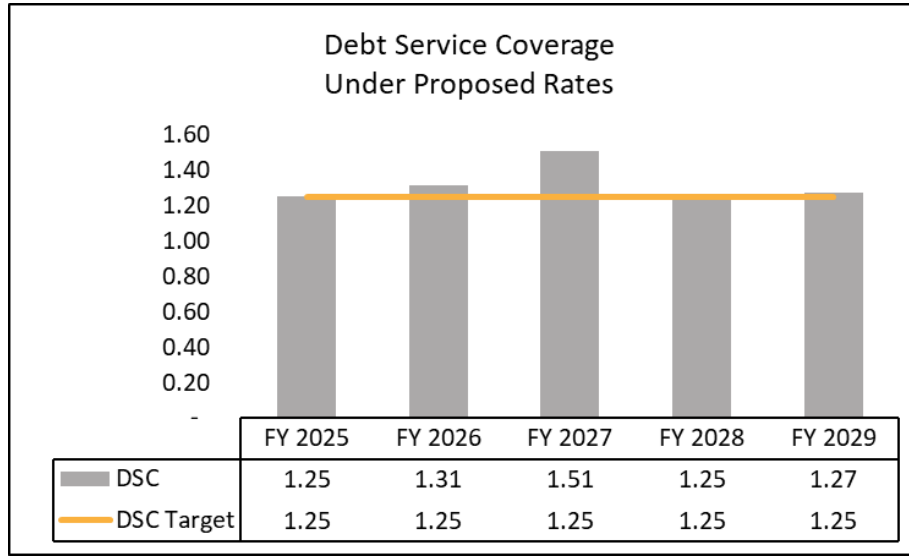
3/4" Residential –  
6,000 Gallons Water  
& 6,000 Gallons  
Wastewater  
(Scenario 2)



# FINANCIAL PERFORMANCE

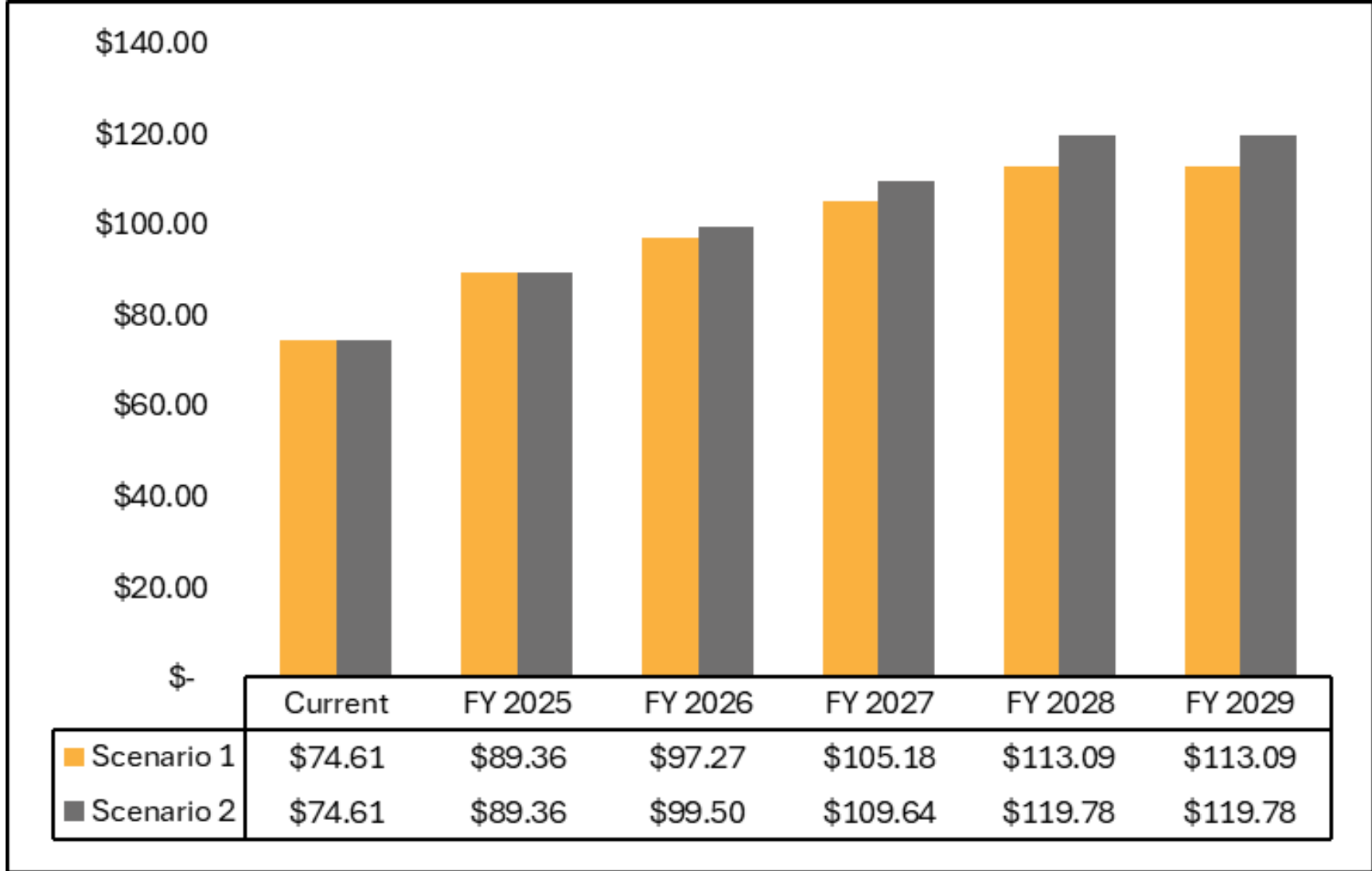
Under Proposed Rates

(Scenario 2)



# MONTHLY BILL IMPACT COMPARISON

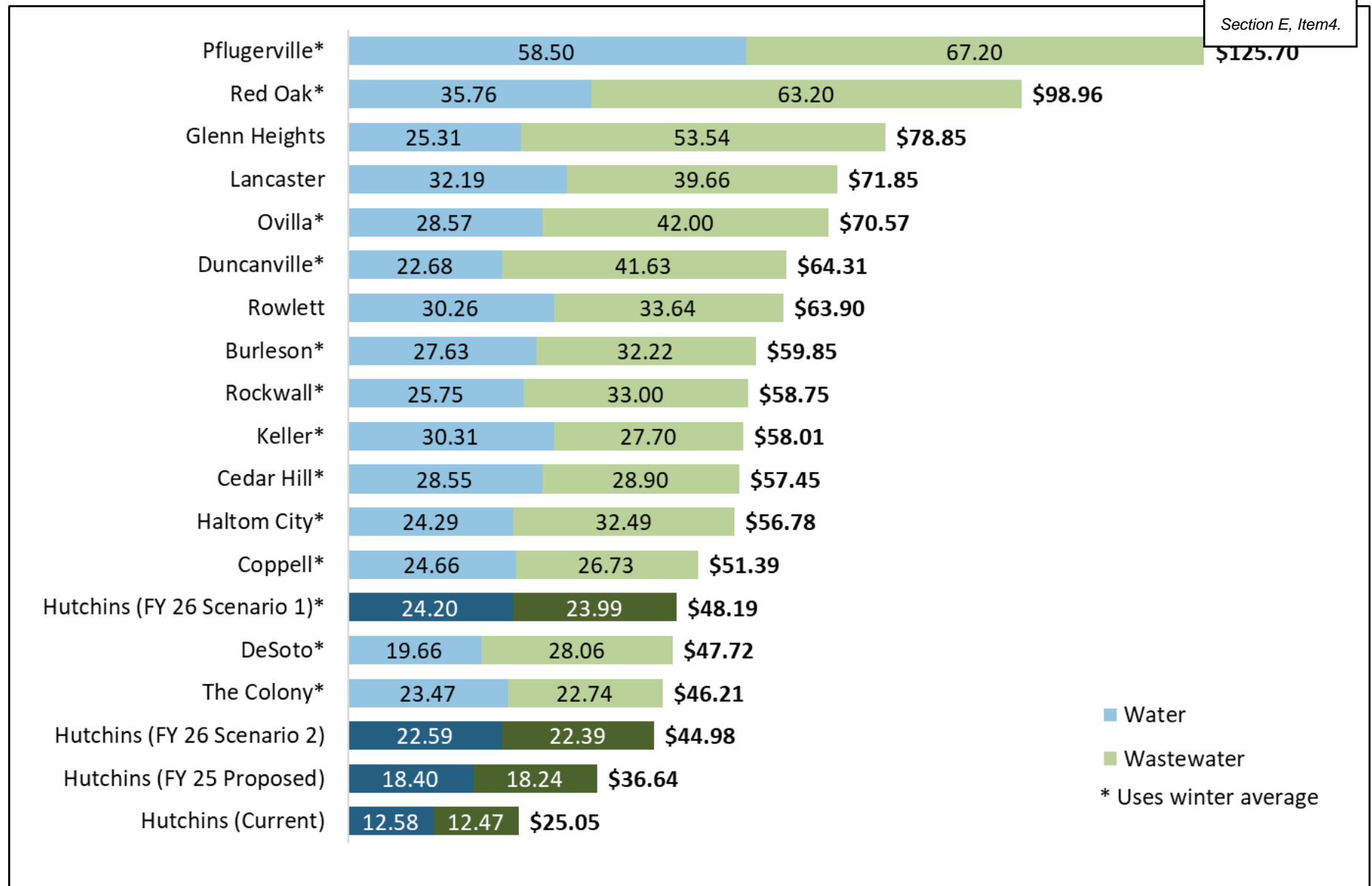
3/4" Residential –  
6,000 Gallons Water &  
6,000 Gallons  
Wastewater & 5,000  
Gallons Winter Average



# REGIONAL BILL COMPARISON

3/4" Residential –  
2,000 Gallons Water &  
2,000 Gallons  
Wastewater & 2,000  
Gallons Winter Average

*Regional Bill Comparison is based  
on publicly available data and  
NewGen's understanding and  
interpretation of this data*

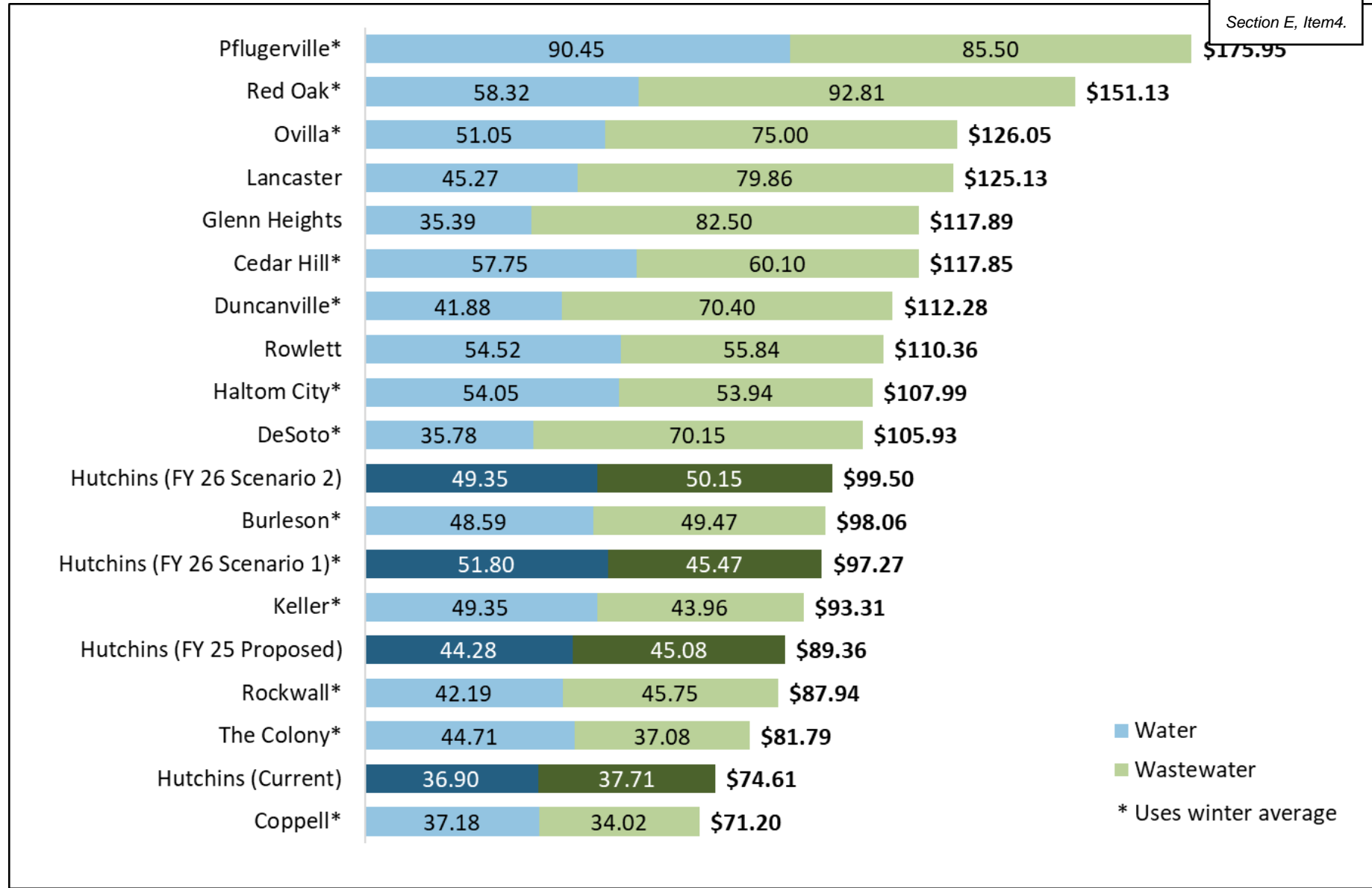


Note: Comparison City rates utilized in the bill calculations were the publicly available rates as of January 2025.

# REGIONAL BILL COMPARISON

3/4" Residential –  
6,000 Gallons Water &  
6,000 Gallons  
Wastewater & 5,000  
Gallons Winter Average

*Regional Bill Comparison is based  
on publicly available data and  
NewGen's understanding and  
interpretation of this data*

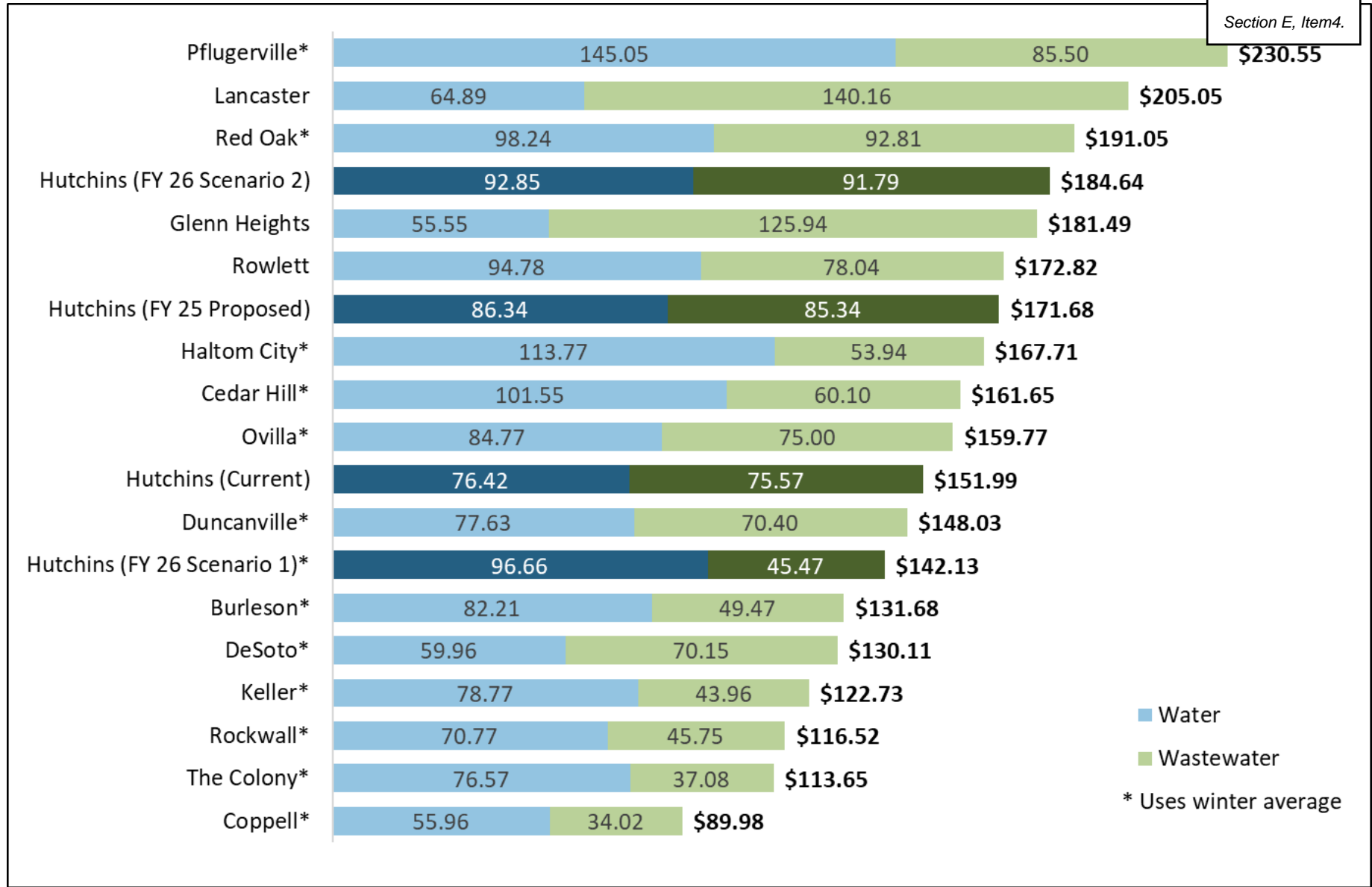


Note: Comparison City rates utilized in the bill calculations were the publicly available rates as of January 2025.

# REGIONAL BILL COMPARISON

3/4" Residential –  
12,000 Gallons Water &  
12,000 Gallons  
Wastewater & 5,000  
Gallons Winter Average

*Regional Bill Comparison is based on publicly available data and NewGen's understanding and interpretation of this data*

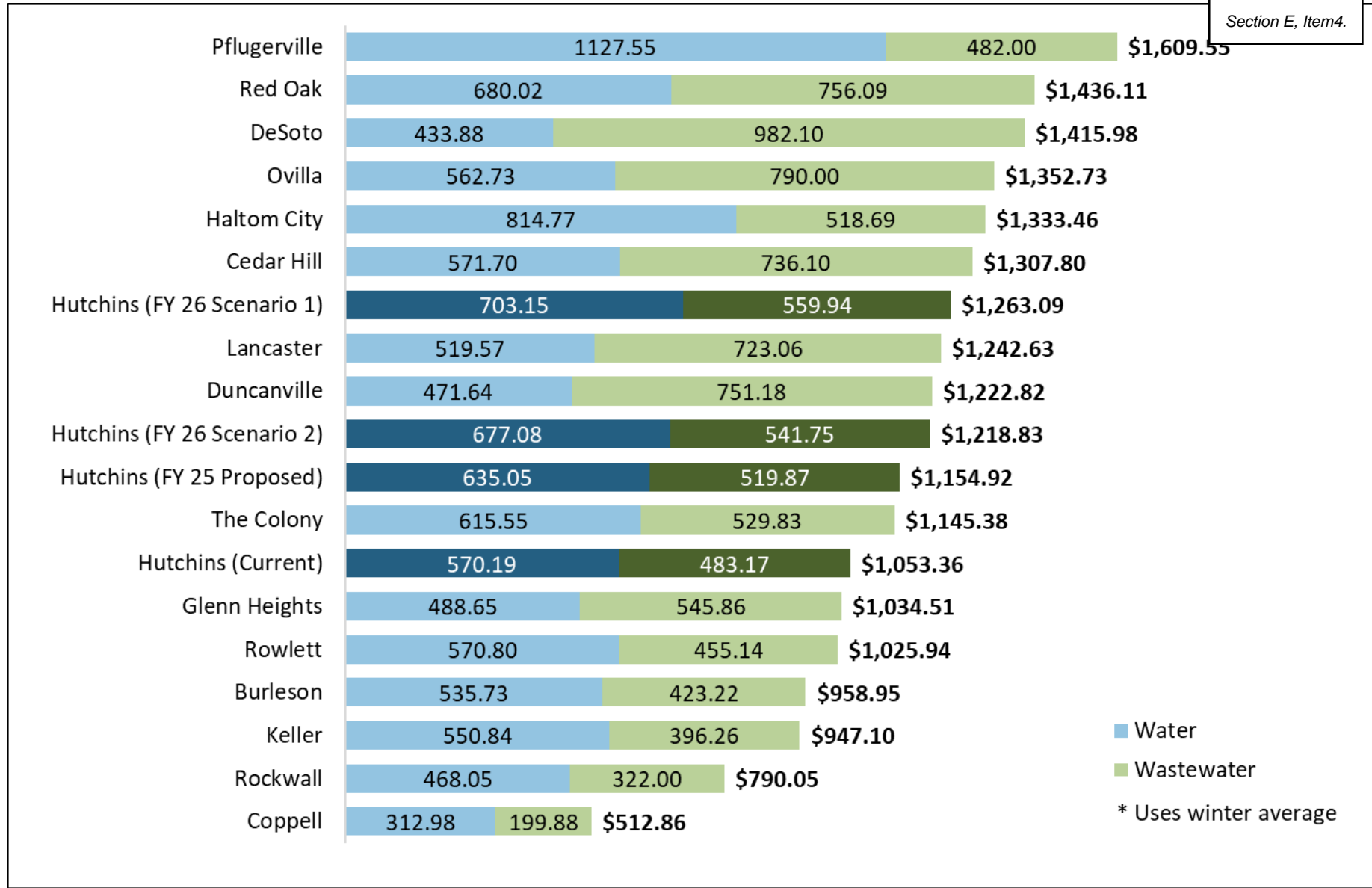


Note: Comparison City rates utilized in the bill calculations were the publicly available rates as of January 2025.

# REGIONAL BILL COMPARISON

2" Commercial –  
70,000 Gallons Water  
& Wastewater

*Regional Bill Comparison is based on publicly available data and NewGen's understanding and interpretation of this data*



Note: Comparison City rates utilized in the bill calculations were the publicly available rates as of January 2025.



# QUESTIONS AND DISCUSSION

**NEWGEN STRATEGIES AND SOLUTIONS**  
900 BESTGATE ROAD, SUITE 402  
ANNAPOLIS, MD 21401

**CHRIS EKRU, PARTNER AND CFO**  
(972) 232-2234  
CEKRUT@NEWGENSTRATEGIES.NET

**MADISON MOORE, CONSULTANT**  
(945) 800-9846  
MMOORE@NEWGENSTRATEGIES.NET

# PROPOSED RATES

Water – Residential Inside

(Scenario 1)

Volumetric Charge is per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
Minimum Charge							
3/4"	1,679	\$ 12.58	\$ 18.40	\$ 24.20	\$ 27.70	\$ 31.11	\$ 31.11
1"	230	20.97	30.67	40.34	46.17	51.85	51.85
1 1/2"	1	41.93	61.33	80.66	92.33	103.70	103.70
2"	24	67.09	98.13	129.06	147.73	165.92	165.92
3"	0	142.49	208.41	274.10	313.74	352.36	352.36
4"	9	256.47	375.12	493.36	564.71	634.23	634.23
6"	0	529.23	774.07	1,018.07	1,165.31	1,308.77	1,308.77
8"	0	651.36	952.70	1,253.01	1,434.23	1,610.79	1,610.79
Volumetric Charge							
0 -2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001-10,000		6.08	6.47	6.90	7.03	7.19	7.19
10,001+		7.60	8.09	8.63	8.79	8.99	8.99

# PROPOSED RATES

Water – Residential Outside

(Scenario 1)

Volumetric Charge is per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
Minimum Charge							
3/4"	4	\$ 25.16	\$ 25.16	\$ 27.83	\$ 31.86	\$ 35.78	\$ 35.78
1"	0	41.94	41.94	46.39	53.11	59.64	59.64
1 1/2"	0	83.86	83.86	92.76	106.19	119.26	119.26
2"	0	134.18	134.18	148.42	169.91	190.82	190.82
3"	0	284.98	284.98	315.22	360.87	405.27	405.27
4"	0	512.94	512.94	567.37	649.53	729.45	729.45
6"	0	1,058.46	1,058.46	1,170.78	1,340.32	1,505.23	1,505.23
8"	0	1,302.72	1,302.72	1,440.97	1,649.63	1,852.60	1,852.60
Volumetric Charge							
0 -2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001-10,000		12.16	12.16	12.16	12.16	12.16	12.16
10,001+		15.20	15.20	15.20	15.20	15.20	15.20

# PROPOSED RATES

Water – Commercial  
Inside

(Scenario 1)

Volumetric Charge is  
per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
Minimum Charge							
3/4"	66	\$ 13.33	\$ 19.50	\$ 25.64	\$ 29.34	\$ 32.95	\$ 32.95
1"	18	22.21	32.49	42.72	48.88	54.89	54.89
1 1/2"	1	44.42	64.98	85.44	97.77	109.80	109.80
2"	64	71.07	103.97	136.71	156.44	175.69	175.69
3"	10	155.47	227.43	299.04	342.19	384.29	384.29
4"	16	279.84	409.37	538.27	615.95	691.74	691.74
6"	1	577.45	844.73	1,110.71	1,270.99	1,427.37	1,427.37
8"	1	710.70	1,039.66	1,367.02	1,564.29	1,756.76	1,756.76
Volumetric Charge							
0 -2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		7.34	7.81	8.33	8.49	8.68	8.68

# PROPOSED RATES

Water – Commercial Outside

(Scenario 1)

Volumetric Charge is per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
Minimum Charge							
3/4"	2	\$ 26.66	\$ 26.66	\$ 29.49	\$ 33.74	\$ 37.89	\$ 37.89
1"	0	44.42	44.42	49.14	56.22	63.14	63.14
1 1/2"	0	88.84	88.84	98.27	112.43	126.26	126.26
2"	0	142.14	142.14	157.23	179.89	202.02	202.02
3"	0	310.94	310.94	343.95	393.52	441.92	441.92
4"	1	559.68	559.68	619.09	708.31	795.43	795.43
6"	0	1,154.90	1,154.90	1,277.49	1,461.60	1,641.38	1,641.38
8"	0	1,421.40	1,421.40	1,572.28	1,798.87	2,020.13	2,020.13
Volumetric Charge							
0 -2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		14.68	14.68	14.68	14.68	14.68	14.68

# PROPOSED RATES

Water – Industrial  
Inside

(Scenario 1)

Volumetric Charge is  
per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
Minimum Charge							
3/4"	12	\$ 13.33	\$ 19.50	\$ 25.64	\$ 29.34	\$ 32.95	\$ 32.95
1"	5	22.21	32.49	42.72	48.88	54.89	54.89
1 1/2"	0	44.42	64.98	85.44	97.77	109.80	109.80
2"	30	71.07	103.97	136.71	156.44	175.69	175.69
3"	4	155.47	227.43	299.04	342.19	384.29	384.29
4"	6	279.84	409.37	538.27	615.95	691.74	691.74
6"	1	577.45	844.73	1,110.71	1,270.99	1,427.37	1,427.37
8"	1	710.70	1,039.66	1,367.02	1,564.29	1,756.76	1,756.76
Volumetric Charge							
0 -2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		7.47	7.94	8.47	8.63	8.82	8.82

# PROPOSED RATES

Water – Industrial Outside

(Scenario 1)

Volumetric Charge is per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
Minimum Charge							
3/4"	0	\$ 26.66	\$ 26.66	\$ 29.49	\$ 33.74	\$ 37.89	\$ 37.89
1"	1	44.42	44.42	49.14	56.22	63.14	63.14
1 1/2"	1	88.84	88.84	98.27	112.43	126.26	126.26
2"	1	142.14	142.14	157.23	179.89	202.02	202.02
3"	0	310.94	310.94	343.95	393.52	441.92	441.92
4"	0	559.68	559.68	619.09	708.31	795.43	795.43
6"	0	1,154.90	1,154.90	1,277.49	1,461.60	1,641.38	1,641.38
8"	0	1,421.40	1,421.40	1,572.28	1,798.87	2,020.13	2,020.13
Volumetric Charge							
0 -2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		14.94	14.94	14.94	14.94	14.94	14.94

# PROPOSED RATES

Water – State Jail

(Scenario 1)

Volumetric Charge is  
per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
Minimum Charge	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Volumetric Charge							
All Volumes		\$ 5.54	\$ 5.89	\$ 6.29	\$ 6.41	\$ 6.55	\$ 6.55

# PROPOSED RATES

## Wastewater (Scenario 1)

Volumetric Charge is per 1,000 gallons

It is anticipated that winter averaging will go into effect March 2026.

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
<b>Residential Inside</b>							
Minimum Charge	1,862	\$ 12.47	\$ 18.24	\$ 23.99	\$ 27.46	\$ 30.84	\$ 30.84
Volumetric Charge							
0-2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		6.31	6.71	7.16	7.30	7.46	7.46
Winter Average?		No	No	Yes	Yes	Yes	Yes
<b>Commercial Inside</b>							
Minimum Charge	102	\$ 14.65	\$ 21.43	\$ 28.18	\$ 32.25	\$ 36.22	\$ 36.22
Volumetric Charge							
0-2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		6.89	7.33	7.82	7.97	8.15	8.15
<b>Industrial Inside</b>							
Minimum Charge	43	\$ 21.90	\$ 32.03	\$ 42.12	\$ 48.21	\$ 54.14	\$ 54.14
Volumetric Charge							
0-2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		7.25	7.71	8.23	8.39	8.58	8.58

Section E, Item 4.

# PROPOSED RATES

## Wastewater

### (Scenario 1)

Volumetric Charge is per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
<b>Commercial Outside</b>							
Minimum Charge	1	\$ 23.90	\$ 24.64	\$ 32.41	\$ 37.09	\$ 41.65	\$ 41.65
Volumetric Charge							
0-2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		13.78	13.78	13.78	13.78	13.78	13.78
<b>State Jail</b>							
Minimum Charge	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Volumetric Charge							
All Volumes		\$6.02	\$ 6.40	\$ 6.83	\$ 6.96	\$ 7.12	\$ 7.12

# PROPOSED RATES

Water – Residential  
Inside

(Scenario 2)

Volumetric Charge is  
per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
Minimum Charge							
3/4"	1,679	\$ 12.58	\$ 18.40	\$ 22.59	\$ 27.04	\$ 31.11	\$ 31.11
1"	230	20.97	30.67	37.65	45.07	51.85	51.85
1 1/2"	1	41.93	61.33	75.30	90.13	103.70	103.70
2"	24	67.09	98.13	120.48	144.21	165.92	165.92
3"	0	142.49	208.41	255.87	306.27	352.37	352.37
4"	9	256.47	375.12	460.54	551.26	634.23	634.23
6"	0	529.23	774.07	950.34	1,137.55	1,308.77	1,308.77
8"	0	651.36	952.70	1,169.65	1,400.06	1,610.79	1,610.79
Volumetric Charge							
0 -2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001-10,000		6.08	6.47	6.69	6.85	7.10	7.10
10,001+		7.60	8.09	8.37	8.57	8.88	8.88

# PROPOSED RATES

Water – Residential Outside

(Scenario 2)

Volumetric Charge is per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
Minimum Charge							
3/4"	4	\$ 25.16	\$ 25.16	\$ 25.98	\$ 31.10	\$ 35.78	\$ 35.78
1"	0	41.94	41.94	43.31	51.85	59.65	59.65
1 1/2"	0	83.86	83.86	86.59	103.65	119.25	119.25
2"	0	134.18	134.18	138.55	165.85	190.81	190.81
3"	0	284.98	284.98	294.27	352.26	405.27	405.27
4"	0	512.94	512.94	529.66	634.04	729.45	729.45
6"	0	1,058.46	1,058.46	1,092.96	1,308.35	1,505.23	1,505.23
8"	0	1,302.72	1,302.72	1,345.18	1,610.28	1,852.60	1,852.60
Volumetric Charge							
0 -2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001-10,000		12.16	12.16	12.16	12.16	12.16	12.16
10,001+		15.20	15.20	15.20	15.20	15.20	15.20

# PROPOSED RATES

Water – Commercial Inside

(Scenario 2)

Volumetric Charge is per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
Minimum Charge							
3/4"	66	\$ 13.33	\$ 19.50	\$ 23.94	\$ 28.66	\$ 32.97	\$ 32.97
1"	18	22.21	32.49	39.89	47.75	54.93	54.93
1 1/2"	1	44.42	64.98	79.78	95.51	109.87	109.87
2"	64	71.07	103.97	127.64	152.81	175.79	175.79
3"	10	155.47	227.43	279.21	334.26	384.53	384.53
4"	16	279.84	409.37	502.58	601.67	692.15	692.15
6"	1	577.45	844.73	1,037.07	1,241.54	1,428.25	1,428.25
8"	1	710.70	1,039.66	1,276.38	1,528.03	1,757.82	1,757.82
Volumetric Charge							
0 -2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		7.34	7.81	8.08	8.27	8.58	8.58

# PROPOSED RATES

Water – Commercial Outside  
(Scenario 2)

Volumetric Charge is per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
Minimum Charge							
3/4"	2	\$ 26.66	\$ 26.66	\$ 27.53	\$ 32.96	\$ 37.92	\$ 37.92
1"	0	44.42	44.42	45.87	54.92	63.18	63.18
1 1/2"	0	88.84	88.84	91.74	109.83	126.36	126.36
2"	0	142.14	142.14	146.78	175.73	202.17	202.17
3"	0	310.94	310.94	321.09	384.42	442.27	442.27
4"	1	559.68	559.68	577.94	691.93	796.06	796.06
6"	0	1,154.90	1,154.90	1,192.59	1,427.82	1,642.69	1,642.69
8"	0	1,421.40	1,421.40	1,467.78	1,757.28	2,021.73	2,021.73
Volumetric Charge							
0 -2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		14.68	14.68	14.68	14.68	14.68	14.68

# PROPOSED RATES

Water – Industrial  
Inside

(Scenario 2)

Volumetric Charge is  
per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
Minimum Charge							
3/4"	12	\$ 13.33	\$ 19.50	\$ 23.94	\$ 28.66	\$ 32.97	\$ 32.97
1"	5	22.21	32.49	39.89	47.75	54.93	54.93
1 1/2"	0	44.42	64.98	79.78	95.51	109.87	109.87
2"	30	71.07	103.97	127.64	152.81	175.79	175.79
3"	4	155.47	227.43	279.21	334.26	384.53	384.53
4"	6	279.84	409.37	502.58	601.67	692.15	692.15
6"	1	577.45	844.73	1,037.07	1,241.54	1,428.25	1,428.25
8"	1	710.70	1,039.66	1,276.38	1,528.03	1,757.82	1,757.82
Volumetric Charge							
0 -2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		7.47	7.94	8.21	8.40	8.71	8.71

# PROPOSED RATES

Water – Industrial Outside

(Scenario 2)

Volumetric Charge is per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
Minimum Charge							
3/4"	0	\$ 26.66	\$ 26.66	\$ 27.53	\$ 32.96	\$ 37.92	\$ 37.92
1"	1	44.42	44.42	45.87	54.92	63.18	63.18
1 1/2"	1	88.84	88.84	91.74	109.83	126.36	126.36
2"	1	142.14	142.14	146.78	175.73	202.17	202.17
3"	0	310.94	310.94	321.09	384.42	442.27	442.27
4"	0	559.68	559.68	577.94	691.93	796.06	796.06
6"	0	1,154.90	1,154.90	1,192.59	1,427.82	1,642.69	1,642.69
8"	0	1,421.40	1,421.40	1,467.78	1,757.28	2,021.73	2,021.73
Volumetric Charge							
0 -2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		14.94	14.94	14.94	14.94	14.94	14.94

# PROPOSED RATES

Water – State Jail  
(Scenario 2)

Volumetric Charge is  
per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
Minimum Charge	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Volumetric Charge							
All Volumes		\$ 5.54	\$ 5.89	\$ 6.09	\$ 6.23	\$ 6.46	\$ 6.46

# PROPOSED RATES

Wastewater  
(Scenario 2)

Volumetric Charge is  
per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
<b>Residential Inside</b>							
Minimum Charge	1,862	\$ 12.47	\$ 18.24	\$ 22.39	\$ 26.80	\$ 30.83	\$ 30.83
Volumetric Charge							
0-2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		6.31	6.71	6.94	7.10	7.36	7.36
Winter Average?		No	No	No	No	No	No
<b>Commercial Inside</b>							
Minimum Charge	102	\$ 14.65	\$ 21.43	\$ 26.31	\$ 31.49	\$ 36.23	\$ 36.23
Volumetric Charge							
0-2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		6.89	7.33	7.58	7.76	8.05	8.05
<b>Industrial Inside</b>							
Minimum Charge	43	\$ 21.90	\$ 32.03	\$ 39.32	\$ 47.07	\$ 54.15	\$ 54.15
Volumetric Charge							
0-2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		7.25	7.71	7.97	8.16	8.46	8.46

Section E, Item 4.

# PROPOSED RATES

Wastewater  
(Scenario 2)

Volumetric Charge is  
per 1,000 gallons

	# of Connections	Current	Mar. 2025	Jan. 2026	Jan. 2027	Jan. 2028	Jan. 2029
<b>Commercial Outside</b>							
Minimum Charge	1	\$ 23.90	\$ 24.64	\$ 30.26	\$ 36.21	\$ 41.66	\$ 41.66
Volumetric Charge							
0-2,000		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2,001+		13.78	13.78	13.78	13.78	13.78	13.78
<b>State Jail</b>							
Minimum Charge	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Volumetric Charge							
All Volumes		\$ 6.02	\$ 6.40	\$ 6.62	\$ 6.78	\$ 7.03	\$ 7.03



# STAFF REPORT

**MEETING DATE:** February 3, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Maria Joyner, Director of Finance

**AGENDA CAPTION:** Plan of Finance for Library & Recreation Center

### Background Information

On August 12, 2024, the Hutchins City Council approved Ordinance 2024-08-1194, calling for a Bond Election. The bond election authorized issuing and selling general obligation bonds. The authorization includes the aggregate principal amount of not more than \$28,000,000 for purchasing, acquiring, constructing, repairing, improving facilities and equipment for recreation and library purposes and all matters necessary or incident related thereto.

On November 5, 2024, Dallas County Elections and the City of Hutchins conducted a bond election. The results of the election was as follows:

For the Bonds = 826  
Against the Bonds = 355

On November 18, 2024, the governing body met to verify all votes' accuracy and validity and to certify and accept the canvass results.

A representative from Hilltop Securities will present a plan to finance the Library and Recreation Center with the approved bonds.



Contact

**Jim Sabonis**  
Managing Director  
717 N. Harwood St., Suite 3400  
Dallas, TX 75201  
Direct: 214.953.4195  
[jim.sabonis@hilltopsecurities.com](mailto:jim.sabonis@hilltopsecurities.com)

**Andre Ayala**  
Managing Director  
717 N. Harwood St., Suite 3400  
Dallas, TX 75201  
Direct: 214.953.4184  
[andre.ayala@hilltopsecurities.com](mailto:andre.ayala@hilltopsecurities.com)

**Jorge Delgado**  
Senior Vice President  
717 N. Harwood St., Suite 3400  
Dallas, TX 75201  
Direct: 214.859.1714  
[jorge.delgado@hilltopsecurities.com](mailto:jorge.delgado@hilltopsecurities.com)

**Amber Chien**  
Associate  
717 N. Harwood St., Suite 3400  
Dallas, TX 75201  
Direct: 214.953.4297  
[amber.chien@hilltopsecurities.com](mailto:amber.chien@hilltopsecurities.com)

**City of Hutchins, Texas**  
**General Obligation Bonds, Series 2025**  
**Funding of Recreation Center & Library**

**On November 5, 2024, the City of Hutchins voters approved a total of \$28,000,000 to fund a Recreation Center & Library (“the Projects”)**

- **The City’s goal is to fund Projects included in the successful November 2024 bond referendum**
- **The City has the legal authority to issue General Obligation Bonds, Series 2025 (the “Bonds”) to fund the Projects**
- **The repayment source for the Bonds would be a continuing ad valorem tax levied against all taxable property within the City**
- **There would be no projected tax rate increase with the issuance of the Bonds**

# Debt Assumptions and Constraints

- **Debt Instrument:** General Obligation Bonds, Series 2025
- **Repayment Source:** City's Debt Service (I&S) Property Tax Rate Revenues
- **Amortization/Repayment Period:** 20 Years
- **Budgeted All-in True Interest Cost:** 4.70%<sup>(1)</sup>
- **S&P Credit Rating:** "AA-" Existing Credit Rating and "AA" Insurance if beneficial
- **Tax Rate Impact:** No impact to City's existing debt tax rate is expected with the proposed debt issuance
  - ✓ **Growth Assumptions:** Certified totals from the Dallas CAD indicate **25%** of growth in City's tax base for FYE 2025. Conservative growth assumptions utilized thereafter for illustration purposes.
  - ✓ **New Debt Structure:** New debt would be structured around existing debt service to minimize budgetary impact to the City
  - ✓ **Funds on Hand:** Assumes use of existing debt service funds. The estimated FYE 2025 balance is \$1,144,803

(1) Assumes "AA-" Rated Interest Rates + 0.25% as of January 22, 2025. **Subject to Change at Anytime.**

# Historical Taxable Assessed Values

## City of Hutchins, Texas Taxable Assessed Value

Tax Year <sup>(1) (2)</sup>	Fiscal Year <sup>(1) (2)</sup>	Taxable Assessed Value <sup>(1) (2)</sup>	Taxable Assessed Value Growth <sup>(1) (2)</sup>			
			Annual		3 year average	
			\$	%	\$	%
2024	2025	\$1,548,058,477	\$311,453,206	25.19%	\$	%
2023	2024	\$1,236,605,271	\$242,073,471	24.34%	\$243,975,084	23.80%
2022	2023	\$994,531,800	\$178,398,575	21.86%		
2021	2022	\$816,133,225	\$17,687,632	2.22%	5 year average	
2020	2021	\$798,445,593	\$26,427,349	3.42%	\$	%
2019	2020	\$772,018,244	\$88,303,489	12.92%	\$155,208,047	15.40%
2018	2019	\$683,714,755	\$133,967,954	24.37%		
2017	2018	\$549,746,801	\$59,894,756	12.23%	10 year average	
2016	2017	\$489,852,045	\$119,510,948	32.27%	\$	%
2015	2016	\$370,341,097	\$88,141,864	31.23%	\$126,585,924	19.00%

**Footnotes:**

1) Black - actual value

# Preliminary Sources & Uses of Funds

Section E, Item 5.

Sources of Funds	
Par Amount	\$25,560,000
<u>Premium</u>	<u>3,198,259</u>
<b>Total Sources</b>	<b>\$28,758,259</b>

Uses of Funds	
Recreation Center & Library	\$28,000,000
Budgeted Financing Costs	461,170
Underwriter's Discount	204,480
<u>Bond Insurance</u>	<u>92,609</u>
<b>Total Uses</b>	<b>\$28,758,259</b>

# Preliminary Cash Flows

Section E, Item 5.

A	B	C	D	E	F	G	H	I	J	K	L	M
Fiscal Year Ending 30-Sep	Annual Tax Base Growth %	Taxable Assessed Valuation \$	Existing I&S Tax Supported Debt Service	General Obligation Bonds, Series 2025 All-in True Interest Cost = 4.70% <sup>(3)</sup>	Principal	Interest	Total D/S	Projected Total I&S Tax Supported Debt Service	Less: Debt Service Funds on Hand <sup>(4)</sup>	Projected TOTAL I&S Tax Supported Debt Service	Projected Debt Service I&S Tax Rate Equivalent <sup>(5)</sup>	Variance from Current I&S Tax Rate \$0.1875
2025	25.19%	\$311,453,206	\$1,548,058,477 <sup>(1)</sup>	\$2,263,111	\$0	\$0	\$0	\$2,263,111	\$0	\$2,263,111	0.1875	\$0.0000
2026	19.00%	294,192,746	1,842,251,223 <sup>(2)</sup>	2,475,911	0	1,971,819	1,971,819	4,447,730	993,766	3,453,964	0.1875	0.0000
2027	19.00%	350,101,081	2,192,352,304 <sup>(2)</sup>	2,699,792	0	1,434,050	1,434,050	4,133,842	23,488	4,110,354	0.1875	0.0000
2028	9.50%	208,317,113	2,400,669,417 <sup>(2)</sup>	2,923,868	140,000	1,430,375	1,570,375	4,494,243	0	4,494,243	0.1872	-0.0003
2029	4.75%	114,055,693	2,514,725,110 <sup>(2)</sup>	3,069,824	220,000	1,420,925	1,640,925	4,710,749	0	4,710,749	0.1873	-0.0002
2030	4.75%	119,474,473	2,634,199,583	3,229,985	295,000	1,407,406	1,702,406	4,932,391	0	4,932,391	0.1872	-0.0002
2031	4.75%	125,150,700	2,759,350,283	3,389,992	385,000	1,389,556	1,774,556	5,164,548	0	5,164,548	0.1872	-0.0003
2032	0.00%	0	2,759,350,283	1,006,475	1,095,000	1,350,706	2,445,706	3,452,181	0	3,452,181	0.1251	-0.0624
2033	0.00%	0	2,759,350,283	1,010,350	1,155,000	1,291,644	2,446,644	3,456,994	0	3,456,994	0.1253	-0.0622
2034	0.00%	0	2,759,350,283	1,012,475	1,215,000	1,229,431	2,444,431	3,456,906	0	3,456,906	0.1253	-0.0622
2035	0.00%	0	2,759,350,283	1,012,850	1,280,000	1,163,938	2,443,938	3,456,788	0	3,456,788	0.1253	-0.0622
2036	0.00%	0	2,759,350,283	1,016,350	1,345,000	1,095,031	2,440,031	3,456,381	0	3,456,381	0.1253	-0.0622
2037	0.00%	0	2,759,350,283	1,012,000	1,425,000	1,018,756	2,443,756	3,455,756	0	3,455,756	0.1252	-0.0622
2038	0.00%	0	2,759,350,283	1,015,100	1,505,000	934,519	2,439,519	3,454,619	0	3,454,619	0.1252	-0.0623
2039	0.00%	0	2,759,350,283	1,011,900	1,595,000	845,394	2,440,394	3,452,294	0	3,452,294	0.1251	-0.0624
2040	0.00%	0	2,759,350,283	1,012,400	1,690,000	750,950	2,440,950	3,453,350	0	3,453,350	0.1252	-0.0623
2041	0.00%	0	2,759,350,283	1,016,400	1,785,000	651,044	2,436,044	3,452,444	0	3,452,444	0.1251	-0.0624
2042	0.00%	0	2,759,350,283	1,013,900	1,895,000	545,244	2,440,244	3,454,144	0	3,454,144	0.1252	-0.0623
2043	0.00%	0	2,759,350,283	1,014,900	2,005,000	433,119	2,438,119	3,453,019	0	3,453,019	0.1251	-0.0623
2044	0.00%	0	2,759,350,283	0	3,170,000	284,338	3,454,338	3,454,338	0	3,454,338	0.1252	-0.0623
2045	0.00%	0	2,759,350,283	0	3,360,000	96,600	3,456,600	3,456,600	0	3,456,600	0.1253	-0.0622
				\$32,207,584	\$25,560,000	\$20,744,844	\$46,304,844	\$78,512,427	\$1,017,254	\$77,495,173		

- Notes:**
- (1) Certified Values for Fiscal Year 2025 as reported by DCAD.
  - (2) Fiscal Year 2026-2031 growth for purposes of illustration only.
  - (3) Assumes "AA" Tax-exempt Interest Rates as of January 22, 2025 + 0.25%. Subject to change.
  - (4) Assumes use of existing debt service funds. The estimated FYE 2025 balance is \$1,144,803.
  - (5) Actual tax rate for fiscal year 2025. Calculated thereafter.

# Proposed Schedule of Events



## CITY OF HUTCHINS, TEXAS General Obligation Bonds, Series 2025 Proposed Schedule of Events

Regular City Council meetings scheduled the first and third Monday of each month at 6:30 p.m.

Jan-25						
S	M	T	W	Th	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Holiday

Feb-25						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Holiday

Mar-25						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Apr-25						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**Date**

**Event**

Monday, 02/23/25

**Regular Scheduled City Council Meeting**

- 1) Presentation of Plan of Finance to issue General Obligation Bonds, Series 2025
- 2) City Council approves Plan of Finance and directs staff and consultants to implement

Monday, 03/23/25

Pricing of General Obligation Bonds, Series 2025

**Regular Scheduled City Council Meeting**

- 1) Presentation of bond sales results and General Obligation Bonds, Series 2025 final transaction numbers
- 2) City Council considers and approves Ordinance authorizing the issuance of General Obligation Bonds, Series 2025

*Prior to Closing*

*Attorney General Approves Sale*

Monday, 03/31/25

Closing of General Obligation Bonds, Series 2025 issue and delivery of funds to the City

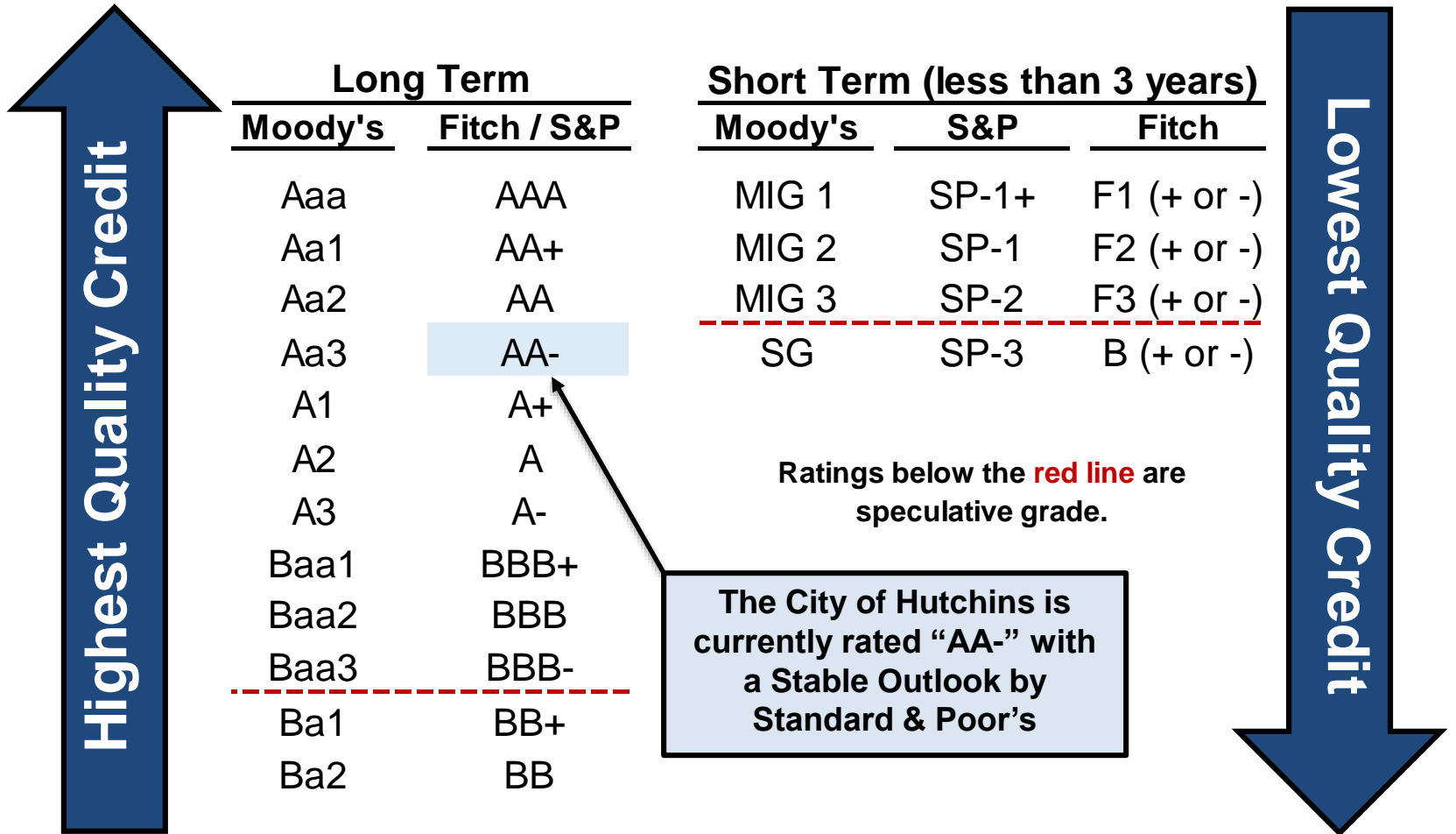
**Notes**

City Council action agenda items

# Questions and Discussion

## Appendix A - Bond Rating

# Standard and Poor's "AA-" Bond Rating



## S&P Global Ratings

**“AA-”/Stable Outlook**

***“The rating reflects our opinion of the city’s:”***

- ***“Adequate economy that is experiencing rapid AV growth due to ongoing industrial development, which has increased market value per capita and caused historical taxpayer concentration--However, this concentration has greatly decreased during the past three years; the city participates in a broad, diverse MSA;...”***
- ***“Strong management with good financial management policies, practices under our Financial Management Assessment (FMA) methodology, highlighted by formal debt- and investment-management and fund-balance policies, with a strong Institutional Framework score--We have revised our view of the city's financial-management policies and practices to good from standard following the city's adoption of a debt-management policy that includes quantitative, self-imposed restrictions;...”***
- ***“Strong budgetary performance, with the maintenance of very strong reserves and liquidity, supported by growing sales and property tax revenue...”***

## Appendix B – January 17, 2025 Municipal Market Update

# Market Commentary

## Market Observations

### Primary Market:

- 30-Day Visible Supply is approximately \$13.704 billion
- The calendar consists of \$6.9 billion of negotiated deals and \$2.8 billion of competitive deals
- The largest negotiated deal of the week is the \$2.0 billion Regents of the University of California General Revenue Bonds

### Secondary Market:

- Municipal Bond Funds reported \$251 million of net outflows, compared with \$842 million of inflows the prior week
- Weekly trade volume of \$80.529 billion represents an increase of \$25.534 billion from the previous week's \$53.995 billion

### General Market Overview:

- Headline CPI rose +0.4% for the month, the highest since March, and +2.9% year-over-year, matching a seven-month high. Although the December rise in the overall CPI equaled a nine-month high, core CPI was a bit softer-than-expected, enough to ignite an early rally in both stocks and bonds.
- President Trump has been inaugurated into the White House, however delayed his promised immediate tariffs.

Economic Calendar: Jobless Claims, Fed Balance Sheet, PMI Composite Flash, Existing Home Sales, Consumer Sentiment

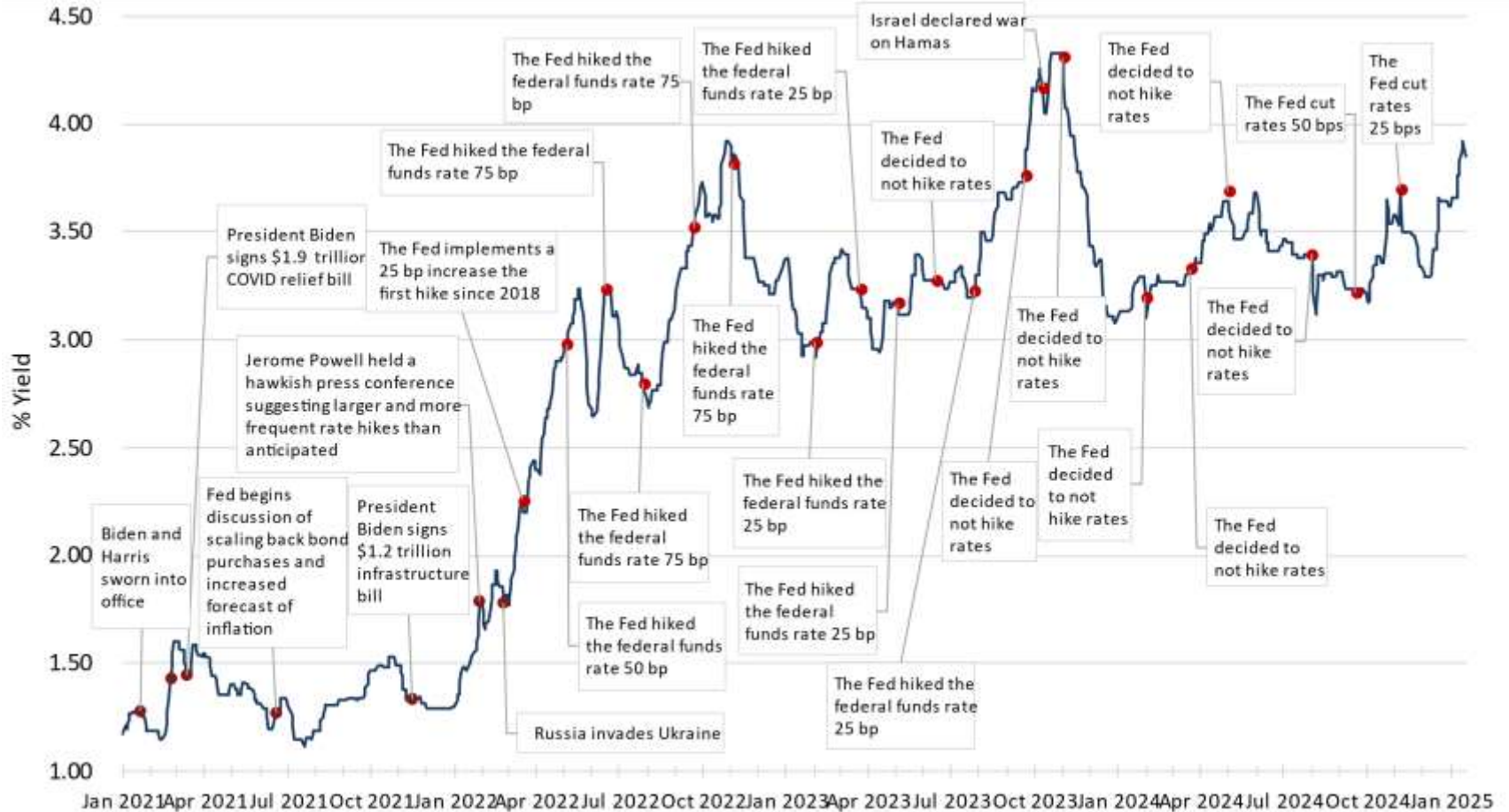
## Statistics

	1/17/2025	1/10/2025	Change
5Y MMD	2.92	2.95	(0.03) ▼
10Y MMD	3.15	3.17	(0.02) ▼
15Y MMD	3.44	3.45	(0.01) ▼
20Y MMD	3.85	3.83	0.02 ▲
30Y MMD	4.04	4.06	(0.02) ▼
MMD 2/30 Yield Curve Steepness	122	122	-
Bond Buyer 11 GO Bond Index	4.12	4.06	0.06 ▲
Bond Buyer 20 GO Bond Index	4.28	4.16	0.12 ▲
Bond Buyer Revenue Bond Index	4.57	4.45	0.12 ▲
1Y UST	4.21	4.25	(0.04) ▼
5Y UST	4.42	4.59	(0.17) ▼
7Y UST	4.52	4.70	(0.18) ▼
10Y UST	4.61	4.77	(0.16) ▼
30Y UST	4.84	4.96	(0.12) ▼
UST 2/30 Yield Curve Steepness	57	56	1 ▲
10Y MMD/UST Ratio	68	66	1.9 ▲
30Y MMD/UST Ratio	83	82	1.6 ▲
SIFMA	2.54	1.83	0.71 ▲
1M SOFR	4.30	4.30	(0.003) ▼
30-Day Negotiated Visible Supply	10,226.0	12,716.0	(2,490.0) ▼
30-Day Competitive Visible Supply	3,478.0	3,760.0	(282.0) ▼
Lipper Muni Bond Fund Flows	(251)	842	(1,093) ▼

Source: Ipreo, TM3, Bloomberg, BBC, Wall Street Journal, New York Times, The Bond Buyer, Econoday, CNBC

# Change in 20-Year MMD

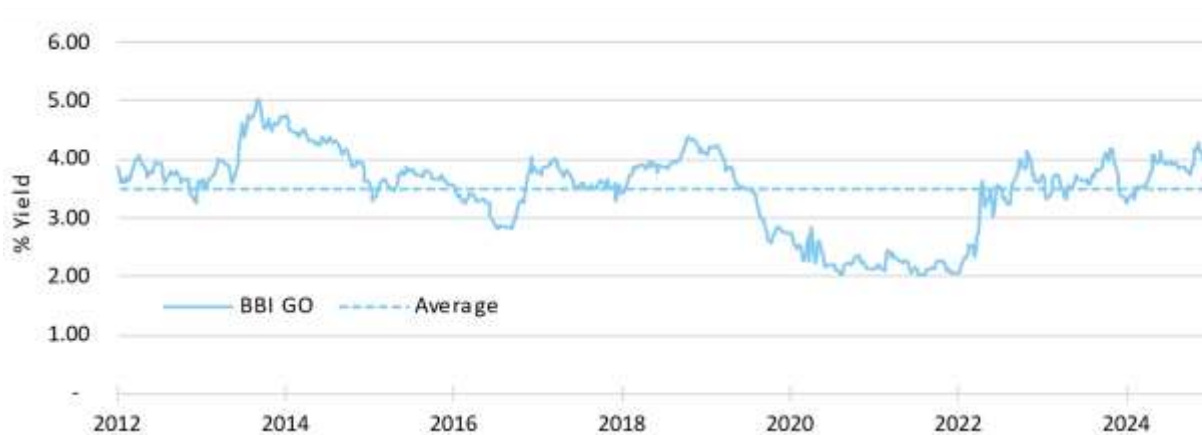
Change in 20-Year MMD with Market Commentary – 1/1/21 to 1/17/2025



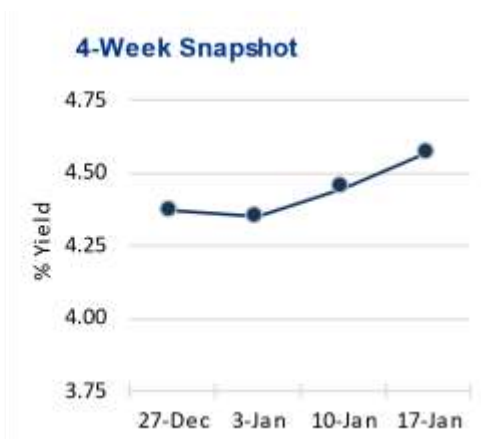
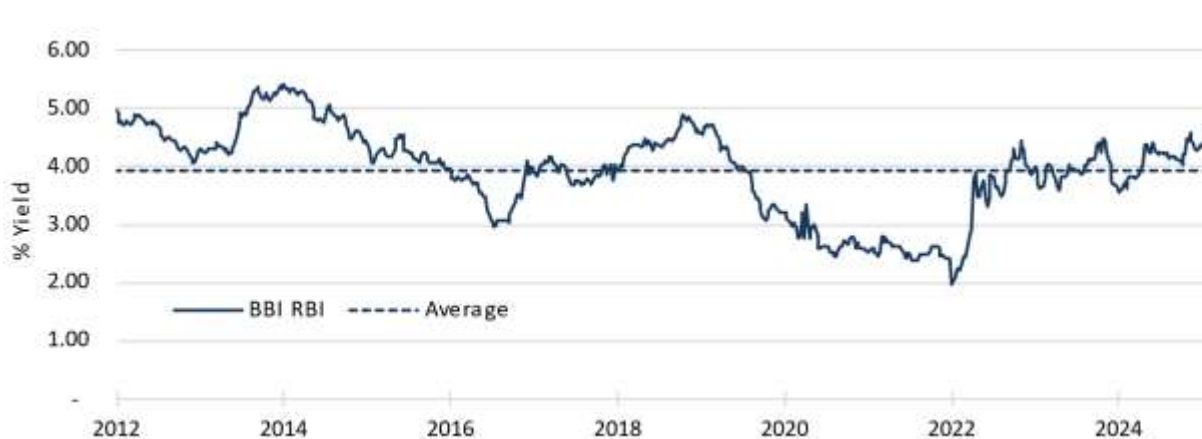
Source: Refinitiv Municipal Market Data and HilltopSecurities

# Tax-Exempt Market Overview | The Bond Buyer

## The Bond Buyer 20-Bond General Obligation Index – 1/1/12 to 1/17/2025



## The Bond Buyer Revenue Bond Index – 1/1/12 to 1/17/2025



Source: The Bond Buyer



# STAFF REPORT

**MEETING DATE:** February 3rd, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Wanda Randle

**AGENDA CAPTION:** Discuss and consider the new City Hall Architectural design sculpture art to be integrated into art in public spaces, with Turning Art. Presented by Wanda Randle

### Background Information

The new City Hall Architectural design included patio space for sculpture art to be integrated into art in public spaces, enhancing the architectural aesthetics and community engagement of the facility. This project is part of the current budget and does not require a new budget proposal.

The concept is to activate the City Hall patio with an impressive and monumental Existing, Free Standing Exterior Sculpture that complements the overall architecture & design of the building, as well as the statement mosaic which will act as a backdrop to the sculpture. The immersive artwork will be approachable, intriguing, and roughly human scale. The sculpture will take foot traffic & flow into account and be easy to maneuver around as to not interrupt the path of travel. This sculpture will add to the site's first of a kind mosaic and be yet another destination for the public.

**APPROX. SIZE ::**

6'H x 3'W x 3'D+/-

**MATERIAL ::**

**Stainless Steel, Bronze, Aluminum, Resin [TBD]**

**ANTICIPATED WEIGHT ::**

**~200-700lbs; Dependent on material & scale**

Council approved the agreement to move forward on 1/06/2025.

Tonight council is being asked to review and approve a sculpture from the presented selction.

### Budget Implications

**\$75,600 - \$105,100**

### Operational Impact

N/A

**Legal Review**

Legal has reviewed and approved

**Staff Recommendation**

Staff recommends moving forward with **Turning Arts Sculpture Selection** to add art that will enhance the public experience at the new City Hall and to solidify Hutchins' identity through artistic expression

**Supporting Documentation and Attachments**



# STAFF REPORT

**MEETING DATE:** February 3, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Cynthia Olguin, City Secretary

**AGENDA CAPTION:** Discuss and consider Resolution R2025-02-1234 OF THE CITY OF HUTCHINS, TEXAS, ORDERING AND PROVIDING NOTICE OF AN ELECTION FOR THE CITY OF HUTCHINS, TEXAS, TO BE HELD ON THE 3<sup>rd</sup> DAY OF MAY 2025, FOR THE PURPOSE OF ELECTING THREE (3) COUNCILMEMBERS AT LARGE FOR THREE (3) YEAR TERMS; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT WITH DALLAS COUNTY ELECTIONS DEPARTMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Cynthia Olguin, City Secretary

## Background Information

Per the Texas Election Code, the Hutchins City Council shall order the General Election to be held on Saturday, May 3, 2025, to elect three (3) Councilmembers, (at large).

Staff recommends that the Resolution include approval of a Joint Election Agreement and Election Services Contract by and between the City of Hutchins and Dallas County Elections, and to authorize the City Administrator to negotiate and execute such joint election contract, together with any amendments thereto, as necessary to conduct a May 3, 2025, election. The Contract and all attachments are still in review by the thirty-four (34) participating entities and their attorneys, but a draft is available for review in the City Secretary's office.

Early voting by personal appearance will be conducted from April 22, 2025, through April 29, 2025, at Hutchins City Hall Council Chambers located at 321 N. Main St., Hutchins, TX, along with countywide voting center locations to be determined by the Dallas County Elections Department.

Election Day Voting will be on May 3, 2025, from 7 a.m. to 7 p.m. at Hutchins City Hall – Council Chamber, along with countywide voting center locations to be determined by the Dallas County Elections Department.

## Budget Implications

The Dallas County Elections Department has provided an estimated cost invoice of \$4,006,67 to facilitate the City of Hutchins' participation in the Joint Election alongside thirty-four (34) other political subdivisions.

**Legal Review**

City Attorney Joe Gorfida prepared the Resolution Ordering the Election and will review the Dallas County Election Services Contract.

**Staff Recommendation**

Staff recommends approval of the attached Resolution.

**Supporting Documentation and Attachments**

Resolution R2024-02-1170

**CITY OF HUTCHINS  
RESOLUTION R2025-02-1234**

**A RESOLUTION OF THE CITY OF HUTCHINS, TEXAS, ORDERING AND PROVIDING NOTICE OF AN ELECTION FOR THE CITY OF HUTCHINS, TEXAS, TO BE HELD ON THE 3<sup>rd</sup> DAY OF MAY 2025, FOR THE PURPOSE OF ELECTING THREE (3) COUNCILMEMBERS AT LARGE FOR THREE (3) YEAR TERMS; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT WITH DALLAS COUNTY ELECTIONS DEPARTMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the general laws and Constitution of the State of Texas, a General City Election for municipal officers shall be conducted on the first Saturday in May 2025; and

**WHEREAS**, the City Council has authority pursuant to Chapter 31, Texas Election Code, to enter into an agreement with Dallas County and other political subdivisions to hold the election as a Joint Election and to obtain certain election services.

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

**SECTION 1.** That a General Election for municipal officers is hereby ordered to be conducted on May 3, 2025, at which election all qualified voters of the City may vote for the purpose of electing three (3) Councilmembers at large for a three (3) year term. The candidate for each such office, receiving a majority of all votes cast for all the candidates for an office, shall be elected to serve such term.

Notice of said election shall be published once in the official newspaper of the City not earlier than the 30<sup>th</sup> day or later than the 10<sup>th</sup> day before Election Day and shall be posted on the bulletin board used to publish notice of city council meetings not later than the 21<sup>st</sup> day before Election Day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record of the time of the posting stating the date and place of posting.

**SECTION 2.** Chapter 31 of the Texas Election Code authorizes county election officers to contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform certain election services. The election shall be held as a Joint Election pursuant to a Joint Election Agreement and Election Services Contract by and between the City of Hutchins and Dallas County Elections. The election shall be conducted in accordance with the terms and conditions of any such joint election contracts and the City Administrator is hereby authorized to negotiate and execute such joint election contracts, together with any amendments thereto, as necessary to conduct the May 3, 2025, election and run-off, if any.

Pursuant to the Joint Election Agreement, the Dallas County Elections Administrator shall serve as Election Administrator for the election.

Presiding Election Judge and an Alternate Presiding Election Judge appointed to serve at said polling places shall be those election officials furnished by the Election Administrator from the list of proposed election judges in accordance with the Joint Election Agreement.

**SECTION 3.** The local polling place for said election shall be the Hutchins City Hall, 321 N. Main St., Hutchins, Texas. The election polling places and voting centers for the Election shall be the Dallas County Election Precincts wholly or partially within the territorial limits of the City. The Election Day polling place will be determined by Dallas County Elections Department in the joint election contract. On election day, the polls shall be open from 7:00 a.m. to 7:00 p.m. The City Secretary is authorized to make changes to the place and times of the voting locations without further City Council action or approval after consulting with Dallas County Elections Administrator and determining that a change in the places or times is necessary.

**SECTION 4.** Heider Garcia, Elections Administrator, is the appointed early voting clerk in compliance with Section 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the branch locations. Early voting shall also be conducted at the main early voting polling place or any County Branch Early Voting Locations. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting locations or at any of the branch locations.

Early voting by personal appearance will be conducted on weekdays beginning Tuesday, April 22, 2025, and continuing through Friday, April 25, 2025, between 8 a.m. and 5 p.m.; Saturday, April 26, 2025, between 7 a.m. and 7 p.m.; Sunday, April 27, 2025, between 12 p.m. and 6 p.m.; Monday, April 28, 2025, and Tuesday, April 29, 2025, between 7 a.m. and 7 p.m., as provided in the Joint Election Agreement. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location or at any of the branch locations.

**MAIN EARLY VOTING POLLING PLACE:**

George L. Allen Sr. Courts Building  
600 Commerce Street  
Dallas, Texas 75202

**BRANCH EARLY VOTING POLLING PLACE:**

Hutchins City Hall – Council Chambers  
321 N. Main St.  
Hutchins, Texas 75141

Branch Early Voting Polling locations, dates and times will be determined by the Dallas County Elections Department and published in the election notice and posted on the website at [www.dallascountyvotes.org](http://www.dallascountyvotes.org). Branch Early Voting Polling locations are subject to change.

**EARLY VOTING BY MAIL:**

Heider Garcia, Elections Administrator  
Dallas County Elections Department  
1520 Round Table Dr.  
Dallas, Texas 75247  
Email: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)  
Fax: 214-819-6301

An application may be submitted any time during the year of the election. The deadline for which applications for a ballot by mail must be received by the early voting clerk is April 22, 2025 (the eleventh day before Election Day). The deadline for a Federal Post Card Application is the same as an application for a ballot by mail.

All requests for early voting ballots by mail that are received by the City of Hutchins will be transported by runner on the day of receipt to Heider Garcia, Elections Administrator.

**SECTION 8.** All resolutions or parts of resolutions in force when the provisions of this Resolution become effective which are inconsistent or in conflict with the terms and provisions contained in this Resolution are hereby repealed only to the extent of such conflict.

**SECTION 9.** Should any part, sentence, or phrase of this Resolution be determined to be unlawful, void, or unenforceable, the validity of the remaining portions of this Resolution shall not be adversely affected. No portion of this Resolution shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Resolution are declared to be severable.

**SECTION 10.** 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 February 2025.

CITY OF HUTCHINS, TEXAS

\_\_\_\_\_  
Mario Vasquez, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary  
(01-22-2025: 4923-044-4498)

4923-0440-4498, v. 1



# STAFF REPORT

**MEETING DATE:** February 3, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Katherine Lindsey

**AGENDA CAPTION:** A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF ELEVEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC. Presented by: Katherine Lindsey, Assistant to the City Administrator

## Background Information

### *Purpose of the Resolution*

The City of Hutchins is a member of a 169-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of an eleven cent (\$0.11) per capita fee to fund the activities of the Steering Committee.

### *Why this Resolution is Necessary*

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

### *Explanation of “Be It Resolved” Paragraphs*

I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City’s membership.

II. This paragraph authorizes payment of the City’s assessment to the Steering Committee in the amount of eleven cents (\$0.11) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.

III. This paragraph requires payment of the 2025 assessment be made and a copy of the resolution be sent to the Steering Committee.

*Payment of Assessment*

A copy of the resolution should be mailed with payment of the fee to Brandi Stigler, Steering Committee of Cities Served by Oncor, Mail Stop 63-0300, PO Box 90231, Arlington, Texas 76004. Checks should be made payable to: ***Steering Committee of Cities Served by Oncor, c/o City of Arlington***

**Budget Implications**

The total amount of the invoice based on the 2025 Membership Assessment is \$676.39.

**Operational Impact**

Maintaining membership to the OCSC will allow the City to remain apprised of Oncor rate cases and provide opportunity to take advantage of lower rates than the City would otherwise.

**Legal Review**

The Oncor Cities Steering Committee’s attorney, Thomas Brocato with Lloyd Gosselink Attorneys at Law, drafted the resolution.

**Staff Recommendation**

Staff recommends that the City Council approves the resolution.

**Supporting Documentation and Attachments**

1. Resolution
2. Memo to Steering Committee
3. OCSC Master List
4. OCSC Year in Review
5. 2025 Contact Form
6. 2025 OCSC Invoice

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R 2025-02-1235**

**A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF ELEVEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.**

**WHEREAS**, the City of Hutchins is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the City; and

**WHEREAS**, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

**WHEREAS**, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

**WHEREAS**, the City is a member of the Steering Committee; and

**WHEREAS**, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

**WHEREAS**, the Steering Committee at its December 2024 meeting set a budget for 2025 that compels an assessment of eleven cents (\$0.11) per capita; and

**WHEREAS**, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

**SECTION 1.** That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Hutchins and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

**SECTION 2.** The City is further authorized to pay its assessment to the Steering Committee of eleven cents (\$0.11) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

**SECTION 3.** A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor, c/o City of Arlington*” shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, Mail Stop 63-0300, PO Box 90231, Arlington, Texas 76004.

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

CITY OF HUTCHINS, TEXAS

\_\_\_\_\_  
Mario Vasquez, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary

Oncor Cities Steering Committee

Section F, Item9.

# Invoice

C/O City of Arlington  
Attn: Brandi Stigler  
PO Box 90231  
Arlington, TX 76004

Date	Invoice #
12/30/2024	25-73

Bill To
City of Hutchins

Item	Population	Per Capita	Amount
2025 Membership Assessment	6,149	0.11	676.39
Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, C/O City of Arlington, Attn: Brandi Stigler, PO Box 90231, Arlington, Texas 76004			<b>Total</b> \$676.39

# 2024 OCSC Newsletter

## 2024 YEAR IN REVIEW ISSUE

This past year was an active one for the Steering Committee of Cities Served by Oncor. This Year in Review edition of the OCSC newsletter highlights significant 2024 events and looks ahead to 2025.



## ONCOR 2024 YEAR IN REVIEW

### **PUC Approves Oncor Resiliency Plan in 2024; OCSC Negotiates Improvements**

A \$3 billion resiliency plan submitted by Oncor, the north Texas electric utility, received approval Nov. 14 by the Texas Public Utility Commission.

The plan, which includes pro-consumer modifications negotiated by OCSC and other intervenors, marks a first. Several other utilities have also submitted resiliency plans to the PUC as authorized by House Bill 2555, enacted by the Texas Legislature in 2023. The resiliency plans are intended to harden the grid against extreme weather events, wildfires, cybersecurity, and physical threats.

Oncor said its planned upgrades will reduce the impact of severe weather outages and address other physical and cybersecurity risks. Investments include those for overhead and underground lines, smart grid technologies, enhanced wildfire mitigation, additional vegetation management, improved physical security, and improved cybersecurity risk mitigation.

Oncor based its plan on two decades of weather and grid data. The improvements will “substantially reduce outage minutes,” Oncor CEO Allen Nye said in a statement.

However, because the plan was the first of its kind, it lacked some of the technical data common to some other rate filings. As such, OCSC, during settlement talks, focused on obtaining commitments from Oncor to improve its metrics so parties can better evaluate the plan’s success and have a baseline to judge the success of plans in the future.

Oncor’s current plan covers the three-year period from 2025 to 2027. The company will recover implementation costs through interim rate adjustment mechanisms, such as the Distribution Cost Recovery Factor. Details of the settlement agreement, which was reached after multiple meetings between Oncor, the OCSC, and other intervenors, can be found on the PUC website, under PUC Docket No. 56545.

The PUC's approval allows Oncor to begin implementing its resiliency measures and — as specified in 2555 — allows the utility to recover the costs associated with the improvements through rates applied to their customers' future electric bills.

## PUC Adopts Ancillary Services Rules with OCSC Input

On Dec. 19, the Public Utility Commission adopted a new set of rules governing Ancillary Services, a key component of the ERCOT-managed energy market employed to help maintain system reliability.

The rules included considerations of recommendations forwarded by OCSC and other intervenors and were adopted as part of a study of the state's Ancillary Services posture mandated by Texas lawmakers in the aftermath of Winter Storm Uri. In approving the Ancillary Services Study in December, the PUC made two significant AS policy decisions as detailed below.

### ERCOT Confirms—and Maintains—Recent “Conservative Operations”

During the AS study process, ERCOT confirmed a recent shift in its operational practices. Before Winter Storm Uri, ERCOT acquired AS quantities necessary to avoid load shed or blackout events. After Winter Storm Uri, ERCOT acquired greater quantities of AS so as also to avoid emergency “Watches.” OCSC and an allied municipal coalition, the Texas Coalition for Affordable Power, argued that this new conservative posture is unnecessary and inflates consumer costs and that ERCOT's AS new acquisition procedures are ambiguous and require supporting cost analysis.

However, the PUC directed ERCOT to continue conservative operations until ERCOT produces the cost analysis necessary to compare competing operating postures. ERCOT will now develop cost analysis related to various operating postures before 2027 when the Commission will update the AS Study. In 2027, cost analysis may compel ERCOT to adjust its operating

posture to a less conservative, more consumer-friendly, approach.

### PUC Broadens the Scope of AS Objectives

The Commissioners, in its adopted AS Study, also directed ERCOT to develop the Dispatchable Reliability Reserve Service — that is, ERCOT's newest AS — in a manner that both promotes operational reliability and resource adequacy initiatives. Cities argued that resource adequacy initiatives are outside the scope of AS policy and could possibly inflate DRRS costs. Nonetheless, in large part due to ongoing resource adequacy concerns, the PUC directed ERCOT to develop DRRS in a manner that preserves “optionality”— i.e., the ability to deploy DRRS for operational reliability *and* resource adequacy. ERCOT stakeholders, including Cities, will now determine to what extent DRRS should serve as a resource adequacy initiative.

The rulemaking comes in response to Senate Bill 3 from 2021, under which the PUC, ERCOT, and ERCOT's Independent Market Monitor (IMM) were charged with conducting a top-to-bottom examination of Ancillary Services in the ERCOT region. This examination includes the type, volume, and cost of ancillary services, whether those services continue to meet the needs of the ERCOT region, and whether additional services are needed for reliability, with an emphasis on dispatchable generation.

More information about this rulemaking can be found on the PUC website, under Project No. 55845, *Review of Ancillary Services in ERCOT*. More information about Ancillary Services can be found in the OCSC ERCOT glossary, found online on the OCSC website.



# Oncor Receives Approval for Multiple DCRF Increases

On Oct. 24, the PUC adopted another Oncor Distribution Cost Recovery Factor rate increase —the fourth since June 2023 — bringing the total increases over that period to more than \$377 million.

Under the newest increase, the per-customer DCRF charge will increase from .003472 per kilowatt hour approved in its most recent DCRF case to .004553. This new charge amounts to more than \$71 per year for a typical customer consuming 1,300 kWh of power per month.

The repeated rate hikes are a result of state laws adopted in 2011 and 2023 that created and then modified the DCRF ratemaking process. Under it, transmission and distribution utilities can file for rate increases at the Public Utility Commission to recover capital expenditures on their distribution systems in an expedited fashion.

Texas lawmakers initially adopted Senate Bill 1693 in 2011 that laid out initial DCRF guidelines and included rules barring utilities from filing more than one DCRF per year. Then, in 2023, the Texas Legislature adopted Senate Bill 1015 that allowed electric utilities to seek DCRF rates hike twice annually.

However, Oncor has taken advantage of an otherwise trivial semantic distinction— that is, the difference in meaning between “calendar year” and “every 12 months” — to file a total of four rate cases within 14 months. That is, the company filed two rate cases during the 2023 calendar year and two during the 2024 calendar year, making for a total of four rate hikes since the law took effect in June 2023.

Under DCRF rules, the PUC reviews the rate requests in an accelerated fashion, and interested parties, such as the Steering Committee of Cities Served by Oncor, can intervene in those reviews.

Details of Oncor’s four recent rate filings include:

Docket No. 55190

- Application filed on June 29, 2023.
- Distribution revenue requirement increase requested by utility: \$152,777,465.
- Distribution revenue requirement increase granted: \$152,508,937 (\$268,528 decrease from request).

Docket No. 55525


- Application filed on September 15, 2023.
- Distribution revenue requirement increase requested by utility: \$56,536,428.
- Distribution revenue requirement increase granted: \$53,536,428 (\$3 million decrease from request).

Docket No. 56306

- Application filed on March 1, 2024.
- Distribution revenue requirement increase requested by utility: \$81,323,815.
- Distribution revenue requirement increase granted: \$81,323,815.

Docket No. 56963

- Application filed on August 16, 2024.
- Distribution revenue requirement increase requested by utility: \$90,288,143.
- Distribution revenue requirement increase granted: \$90,288,143.



Find out more about ERCOT, the non-profit corporation that oversees the state’s electric power grid, in the glossary and primer from the Steering Committee of Cities Served by Oncor. The 18-page document includes definitions of key ERCOT terms, plus information about the organization’s history, structure and board structure. You can find the publication, “Coming to Terms with ERCOT,” in PDF form on the OCSC Report page at this [link](#).

# OCSC Advocates for Consumers in 2024 Securitization Proceeding

Although facing years of Winter Storm Uri-related debt, residential and commercial customers should end up shouldering a smaller portion of it thanks in part to regulatory recommendations made by cities.

Adopted Aug. 29 by the Public Utility Commission as part of a broader set of debt-financing rules, the recommendations should result in indirect benefits for residential and commercial customers. At the same time, certain industrial energy users could end up paying comparatively more.

### The Background

In 2021, the Texas Legislature funded several debt-financing programs to soften the short-term pain of spiraling gas and electric energy costs during Winter Storm Uri. Known as “securitized” financing or “securitization,” the programs allow for large fiscal obligations to be retired over time with interest.

As has been widely reported, wholesale prices exceeded a regulatory threshold during Winter Storm Uri because of emergency orders issued by the PUC. One such securitization program is designed to address \$2.1 billion in excess market costs associated with those controversial regulatory decisions. The securitization program would provide short-term relief for retail electric providers and other “Load Serving Entities” (such as electric cooperatives and municipal utilities) affected by those high prices, with the cost of that relief generally borne by market participants.

One of the recommendations from the OCSC adopted by the PUC would increase the relative share of that burden borne by certain industrial customers. This, in turn, would indirectly lessen the burden on retail electric

providers and other LSEs that serve residential and small commercial users.

### The Details

In more specific terms, ERCOT, under the program will assess securitization charges to each Load Serving Entity in accordance with their actual, real-time energy usage. However, transmission voltage customers — that is, certain large industrial users — have the option to “opt-out” of the program. Those that do so wouldn’t be eligible to benefit from payments under it nor would they have to make payments to support it.

Under the Aug. 29 PUC ruling, transmission-voltage customers who have had a transfer in ownership will lose the ability to opt-out. All else equal, this should benefit other load serving entities. The OCSC and PUC staff recommended this regulatory interpretation.

### Regulatory History

PUC staff earlier filed a petition seeking a declaratory order that transmission-voltage customers, after a transfer in ownership, lose their securitization opt-out status. OCSC also took that position in agency proceedings, arguing that that interpretation was consistent with legislative directives while simultaneously avoiding a disproportionate assessment of securitization charges to residential ratepayers.

Texas Industrial Energy Consumers, a coalition including transmission voltage customers, argued otherwise. Because many transmission voltage customers are owned by the same parent company, TIEC’s interpretation would have almost certainly reduced cost savings for non-industrial customers.

## Oncor Loses Appeal in Rate Case

On February 22, a District Court Judge denied “with prejudice” an Oncor legal objection relating to a 2022 rate case, a legal action representing the final determination in the case.

### The History and Background

Oncor’s 2022 rate case resulted in a June 2023 PUC Order on Rehearing that set a 6.65 percent rate of return and ordered a reduction to Oncor’s revenues. In September 2023, Oncor filed a petition in District Court in Travis County appealing the PUC’s June Order on Rehearing.

In November 2023, the PUC, represented by attorneys with the Texas Attorney General, filed a “Plea to the Jurisdiction” arguing that Oncor failed to meet the requirements for an administrative appeal. On February 22, 2024, a District Court Judge granted the PUC’s Plea to the Jurisdiction. Oncor’s petition for review of the PUC’s decision was denied with prejudice, meaning this is the final determination in the case and Oncor cannot re-file its appeal.

# Oncor Reports Increased Revenues in 2024, Anticipates More Spending Going Forward

Oncor reported year-to-date earnings of \$800 million, as compared to the \$683 million during last year's corresponding nine-month period, according to information released to investors on Nov. 6.

The \$117 million increase was driven by overall higher revenues primarily attributable to updated interim rates and new base rates implemented in May 2023, according to the company.

As of September 30, Oncor had 884 active generation and LC&I transmission points of interconnection requests in queue. Generation customers represented 505 of the active requests, of which 44 percent are solar, 44 percent are storage, 7 percent are wind, 4 percent are gas and 1 percent are other.

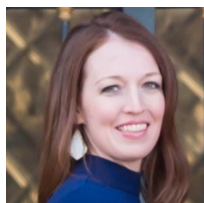
Oncor also expects to announce a new five-year

capital expenditure plan for 2025 through 2029 during the first quarter of 2025 that will project a 40-50 percent increase over its previously announced 2024 through 2028 capital plan of \$24.2 billion. The increase is largely driven by the forecasted growth of customer demand within ERCOT, according to Oncor.

## About Oncor

Headquartered in Dallas, Oncor Electric Delivery Company operates the largest transmission and distribution system in Texas. The company delivers electricity to more than 4 million homes and businesses and operates more than 143,000 circuit miles of transmission and distribution lines. While Oncor is owned by two investors (indirect majority owner, Sempra, and minority owner, Texas Transmission Investment LLC), it is managed by a separate board of directors.

## Arlington City Attorney Molly Shortall Named OCSC Chair



Molly Shortall

OCSC welcomed a new chair in 2024, Arlington City Attorney Molly Shortall. Prior to being named City Attorney in 2022, Ms. Shortall was an assistant city attorney for 15 years. Ms. Shortall has been a licensed attorney since 2006. Congratulations Ms. Shortall!

Ms. Shortall replaced Paige Mims, City Attorney for the City of Plano, who stepped down as OCSC chair at the end of 2023 after serving nine years in the position. Ms. Mims has been a tireless advocate for the organization, and OCSC thanks her for her years of leadership.



Paige Mims

2025 OCSC Meetings  
March 6  
June 12 (virtual only)  
September 11  
December 11 (virtual only)

OCSC Officers  
Chair—Molly Shortall  
Vice Chair—Don Knight  
Secretary—Lupe Orozco  
Treasurer—David Johnson

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato  
(512) 322-5857  
tbrocato@lglawfirm.com

Jamie Mauldin  
(512) 322-5890  
jmauldin@lglawfirm.com

OCSC Master List of Members (169 Total)

- |                            |                           |                           |              |
|----------------------------|---------------------------|---------------------------|--------------|
| 1. Addison                 | 57. Forest Hill           | 112. New Chapel Hill      | 167. Wilmer  |
| 2. Allen                   | 58. Forney                | 113. North Richland Hills | 168. Woodway |
| 3. Alvarado                | 59. Fort Worth            |                           | 169. Wylie   |
| 4. Andrews                 | 60. Frisco                | 114. Northlake            |              |
| 5. Anna                    | 61. Frost                 | 115. Oak Leaf             |              |
| 6. Archer                  | 62. Gainesville           | 116. Oak Point            |              |
| 7. Argyle                  | 63. Garland               | 117. Odessa               |              |
| 8. Arlington               | 64. Garrett               | 118. O'Donnell            |              |
| 9. Azle                    | 65. Glenn Heights         | 119. Ovilla               |              |
| 10. Bedford                | 66. Grand Prairie         | 120. Palestine            |              |
| 11. Bellmead               | 67. Granger               | 121. Pantego              |              |
| 12. Belton                 | 68. Grapevine             | 122. Paris                |              |
| 13. Benbrook               | 69. Gunter                | 123. Parker               |              |
| 14. Beverly Hills          | 70. Haltom                | 124. Plano                |              |
| 15. Big Spring             | 71. Harker Heights        | 125. Pottsboro            |              |
| 16. Breckenridge           | 72. Haslet                | 126. Prosper              |              |
| 17. Bridgeport             | 73. Henrietta             | 127. Ranger               |              |
| 18. Brownwood              | 74. Hewitt                | 128. Red Oak              |              |
| 19. Buffalo                | 75. Highland Park         | 129. Rhome                |              |
| 20. Burkburnett            | 76. Honey Grove           | 130. Richardson           |              |
| 21. Burleson               | 77. Howe                  | 131. Richland Hills       |              |
| 22. Caddo Mills            | 78. Hudson Oaks           | 132. River Oaks           |              |
| 23. Cameron                | 79. Hurst                 | 133. Roanoke              |              |
| 24. Canton                 | 80. Hutchins              | 134. Robinson             |              |
| 25. Carrollton             | 81. Hutto                 | 135. Rockwall             |              |
| 26. Cedar Hill             | 82. Iowa Park             | 136. Rosser               |              |
| 27. Celina                 | 83. Irving                | 137. Rowlett              |              |
| 28. Centerville            | 84. Jolly                 | 138. Royse                |              |
| 29. Cleburne               | 85. Josephine             | 139. Sachse               |              |
| 30. Coahoma                | 86. Justin                | 140. Saginaw              |              |
| 31. Colleyville            | 87. Kaufman               | 141. Sansom Park          |              |
| 32. Collinsville           | 88. Keene                 | 142. Seagoville           |              |
| 33. Colorado               | 89. Keller                | 143. Seymour              |              |
| 34. Comanche               | 90. Kemp                  | 144. Sherman              |              |
| 35. Commerce               | 91. Kennedale             | 145. Snyder               |              |
| 36. Coppell                | 92. Kerens                | 146. Southlake            |              |
| 37. Copperas Cove          | 93. Killeen               | 147. Springtown           |              |
| 38. Corinth                | 94. Krum                  | 148. Stephenville         |              |
| 39. Cross Roads            | 95. Lake Worth            | 149. Sulphur Springs      |              |
| 40. Crowley                | 96. Lakeside              | 150. Sunnyvale            |              |
| 41. Dallas                 | 97. Lamesa                | 151. Sweetwater           |              |
| 42. Dalworthington Gardens | 98. Lancaster             | 152. Temple               |              |
| 43. De Leon                | 99. Lavon                 | 153. Terrell              |              |
| 44. Denison                | 100. Lewisville           | 154. The Colony           |              |
| 45. DeSoto                 | 101. Lindale              | 155. Trophy Club          |              |
| 46. Duncanville            | 102. Lindsay              | 156. Tyler                |              |
| 47. Early                  | 103. Little River Academy | 157. University Park      |              |
| 48. Eastland               |                           | 158. Venus                |              |
| 49. Edgecliff Village      | 104. Malakoff             | 159. Waco                 |              |
| 50. Ennis                  | 105. Mansfield            | 160. Watauga              |              |
| 51. Euless                 | 106. McKinney             | 161. Waxahachie           |              |
| 52. Everman                | 107. Mesquite             | 162. Westover Hills       |              |
| 53. Fairview               | 108. Midland              | 163. Westworth Village    |              |
| 54. Farmers Branch         | 109. Midlothian           | 164. White Settlement     |              |
| 55. Fate                   | 110. Murchison            | 165. Wichita Falls        |              |
| 56. Flower Mound           | 111. Murphy               | 166. Willow Park          |              |

# REQUEST FOR CONTACT INFORMATION

January 2025

## CONTACTS

Please provide contact information for the following coalitions:

- OCSC (Oncor Cities Steering Committee)
- ACSC (Atmos Cities Steering Committee)

Please type or print clearly *MAIN CONTACT*

Name:	Katherine Lindsey
Title:	Assistant to the City Administrator
City of:	Hutchins
Address:	321 N Main Street, Hutchins, TX 75141
Phone:	972-225-6121 ext. 120
Fax:	
Email:	klindsey@cityofhutchins.org

### *ADDITIONAL CONTACT*

Name:	Cynthia Olguin
Title:	City Secretary
City of:	Hutchins
Address:	321 N Main Street, Hutchins, TX 75141
Phone:	972-225-6121 ext. 130
Fax:	
Email:	colguin@cityofhutchins.org

### *CONTACT TO SEND INVOICES OR CHECKS*

Name:	James W. Quin
Title:	City Administrator
City of:	Hutchins
Address:	321 N Main Street, Hutchins, TX 75141
Phone:	972-225-6121
Fax:	
Email:	j.quin@cityofhutchins.org

Please duplicate if more room needed.

(Please complete and return to: Thomas Brocato @ [tbrocato@lglawfirm.com](mailto:tbrocato@lglawfirm.com)  
and Brandi Stigler @ [brandi.stigler@arlingtontx.gov](mailto:brandi.stigler@arlingtontx.gov))



# STAFF REPORT

**MEETING DATE:** February 3, 2025

**MEETING TYPE:** Regular Council meeting

**SUBMITTED BY:** S. Perry

**AGENDA CAPTION:** Discuss and consider Resolution R2025-02-1236 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF A CONTRACT, BY AND BETWEEN THE CITY OF HUTCHINS AND AT&T, FOR THE PURCHASE OF 911 CALL HANDLING PRODUCTS AND SERVICES (RFP 2024-06), AT THE QUOTED AT&T CONTRACT DIR-TELE-CTSA-002 PRICING NOT TO EXCEED THE TOTAL AMOUNT OF \$699,123.23 AND APPROPRIATING FUNDS FROM FISCAL YEAR 2025/2026 BUDGET, AND PROVIDING FOR AN EFFECTIVE DATE. Presented By Steve Perry, Police Chief

**Background Information**

The City of Hutchins has received a grant from the State of Texas CSEC (Communications State Emergency Communications division in the amount of \$ 699,123.23 to upgrade the Cities 911 system as required by SB8. The City of Hutchins solicited bids for the purchase of 911 services and related equipment from AT&T.

**Operational Impact**

Enhances 911 capabilities for the City of Hutchins Police department and citizens and brings the City into compliance with NEXT GEN 911 requirements.

**Legal Review**

Contract reviewed by City Attorney Joe Gorfida

**Staff Recommendation**

Approve and authorize the City Administrator to execute the contract for 911 services between the City of Hutchins and AT&T for 911 services and equipment.

**Supporting Documentation and Attachments**

AT&T contract

**CITY OF HUTCHINS  
RESOLUTION NO. R 2025-02-1236**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF A CONTRACT, BY AND BETWEEN THE CITY OF HUTCHINS AND AT&T, FOR THE PURCHASE OF 911 CALL HANDLING PRODUCTS AND SERVICES (RFP 2024-06), AT THE QUOTED AT&T CONTRACT DIR-TELE-CTSA-002 PRICING NOT TO EXCEED THE TOTAL AMOUNT OF \$699,123.23 AND APPROPRIATING FUNDS FROM FISCAL YEAR 2025/2026 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hutchins has been presented with a proposed agreement between the City and AT&T for the purchase of 911 call handling products and services to bring the City’s 911 system into compliance with the NEXT GEN 911 system requirement (the “Agreement”); and

**WHEREAS**, the City will receive reimbursements for expenditures not to exceed \$699,123.23 as approved by Senate bill 8 Corona Virus State Fiscal Recovery Fund Grant # SB CSFRF sub-award 45649601; and

**WHEREAS**, the City Council of the City of Hutchins finds it in the best interest of the City of Hutchins to authorize the City Administrator to negotiate and execute the Agreement, attached hereto as Exhibit “A”, on behalf of the City of Hutchins.

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

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

**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 3rd day of February 2025.

CITY OF HUTCHINS, TEXAS

---

Mario Vasquez, Mayor

ATTEST:

---

Cynthia Olguin, City Secretary  
(01-22-2025: 4925-7643-7265, v. 1)

**EXHIBIT "A"**  
**AGREEMENT**

4925-7643-7265, v. 1



CITY OF HUTCHINS

AT&T Response to  
City of Hutchins' RFP # 2024-06 - 911 Call Handling Products  
And Services

July 11, 2024





311 S Akard ST  
Dallas, TX 75202

Office: +1 346.373.6062  
[jenine.a.jasso@att.com](mailto:jenine.a.jasso@att.com)  
[www.att.com](http://www.att.com)

## Letter of Introduction

Submit a one (1) page letter that provides the name of the proposing firm, the number of years in business and the primary contact for this RFP.

July 11, 2024

Becky Blanton  
Communications Supervisor's office  
City of Hutchins  
550 W Palestine St., Hutchins, TX 75169

Dear Becky Blanton:

City of Hutchins has a successful history of serving its citizens. To continue this success, you need advanced communication services that can support your critical operations and enhance employee efficiency. Therefore, you want a qualified provider that can meet your requirements without sacrificing service and performance.

AT&T understands your objectives and the priorities that are driving change to your network. We've designed an integrated, cost-effective solution to meet City of Hutchins' key requirements.

Our proposed solution offers you

- Comprehensive account team support, customer service, and account management
- Expertise from an experienced account team backed by the resources of one of the world's largest communication companies
- Scalable architecture that anticipates geographic expansion
- Improved operational efficiencies with a cost-effective, reliable network solution

With our innovation, experience, and dedication, we're well-positioned to help City of Hutchins realize the greatest benefits from its communication network. We'll collaborate extensively with you to make sure the service we provide helps you achieve your business objectives. In addition, we'll back our services with the ongoing support of an experienced account team.

We're eager to develop our relationship with you, and we look forward to working together on this important project. I'll follow up with you soon to discuss our proposed solution.

Sincerely,  
*Jeff Bievenue*

Jeff Bievenue  
ASE Public Safety

**Proposal Validity Period**—The information and pricing contained in this response (the "Response" or the "Proposal") is valid for a period of thirty (30) days from the date written on the Proposal cover page, unless rescinded or extended in writing by AT&T.

**Terms and Conditions**—This Proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

**Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

**Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. Either AT&T Corp. or AT&T Mobility National Accounts LLC is the proposer for itself and on behalf of its service-providing affiliates.

**Software**—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

**Copyright Notice and Statement of Confidentiality**—© 2024 AT&T Intellectual Property. AT&T and globe logo are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-Rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.



**AT&T's GENERAL RESPONSE TO****The CITY OF HUTCHINS TEXAS****RFP for 911 Call Handling Products and Services (RFP 2024-06)****("AT&T's General Response")**

AT&T Enterprises, LLC as successor in interest to AT&T Corp ("AT&T") is submitting this Response pursuant to the terms and conditions of (a) the Master Agreement between Hutchins Police Department 911 and AT&T Corp, AT&T MA Reference No. 201705268934UA, fully executed on May 30, 2017, (sometimes referred to as the AT&T Master Agreement); (b) corresponding Pricing Schedule(s); (c) any related transactional documents (collectively, the "Proposed Contract Documents"); and (d) the responses, answers, clarifications and supplemental terms and conditions set forth in and/or incorporated into this Response. The City of Hutchins, TX be referred to as the "City", "City of Hutchins" or "Customer" within this Response.

The pricing submitted in this Response assumes use of the Proposed Contract Documents as the basis of any final, negotiated contract between the parties.

AT&T takes a general exception to all the terms and conditions contained in the RFP. This applies whether or not such exception is identified in the Response in the section of the RFP to which the exception corresponds. AT&T takes such a general exception primarily because the RFP does not contain the product-related contractual terms and conditions necessary for AT&T to properly deliver the products and services described in the Response. AT&T may have also taken specific exceptions to certain RFP provisions but has not made a final, complete comment on every such provision. Please note that AT&T's General Response, and the general exception above, applies in all instances, including those where specific comments/exceptions have been made and those where such comments/exceptions have not been made. The absence of any individual response to a specific section of the RFP cannot be considered a waiver of any objection or an agreement to that section's provisions. Similarly, the inclusion of any specific comment/exception does not remove the applicability of this general exception.

Note that included within this "AT&T's General Response" section of the Response, in the interest of efficiency, are statements that apply to provisions throughout the RFP and should be read as applicable to any and all such related provisions. In that regard, note that:

- AT&T clarifies that only the physical response materials become Customer property. Any other pre-existing or newly developed intellectual property of AT&T, its suppliers or its third parties, provided in this Response or which is used or developed during the project remains the intellectual property of AT&T or its suppliers. AT&T would be willing to negotiate with Customer regarding rights to use that intellectual property.
- The information and pricing in this Response is valid for a period of 90 days from the date on the Response cover page.
- The Response is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.

- Regarding any proposed waiver of informalities and irregularities, AT&T agrees, except to the extent the waiver of informalities or irregularities portions of this provision as used here and throughout this Response implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the contracting process.
- Any purchase orders issued for services as provided under any contract that results from the RFP must clearly provide that the purchase is made via the mutually agreed contract and not subject to the preprinted terms of that purchase order form.
- Any third-party software used with the services will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software.
- Title to software remains with AT&T or its supplier and such software used with the services will be governed by the corresponding software license agreement to the extent not in conflict with law or any final contract between AT&T and Customer.
- To the extent any portion of this project may be funded in whole or in part with grants, loans or payments from government funding sources other than Customer, AT&T and Customer will need to reach mutual agreement on AT&T's participation.
- The information and pricing submitted with this Response is subject to change on account of any error or omission in the information provided by Customer or upon further investigation(s) as to the exact requirements of any order. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its Response. Work which is not shown or described in the Response will require
- mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.
- This Response is ©2024 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. This Response is AT&T Proprietary and, except to the extent required by law, confidential.
- This Response is conditioned upon negotiation of mutually acceptable terms and conditions.
- Pricing proposed herein is based upon the specific product and locations outlined in this Response. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.
- Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T Enterprises, LLC is an AT&T company, is the proposer for itself and on behalf of its service-providing affiliates.

Notwithstanding anything to the contrary set forth in the RFP, neither AT&T nor Customer is under any obligation with respect to the RFP until both parties have agreed upon and executed a mutually acceptable final contract.

It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T, we are confident, if AT&T is selected, this will be a successful contracting process, leading to a successful project performance.

**Proposal Validity Period**—The information and pricing contained in this proposal is valid for a period of ninety (90) days from the date written on the proposal cover page unless rescinded or extended in writing by **AT&T Enterprises, LLC**.

**Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal and is subject to the proposed terms and conditions of AT&T Enterprises, LLC unless otherwise stated herein. Any changes or variations in **AT&T Enterprises,**

**LLC's** proposed terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing.

**Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. **AT&T Enterprises LLC**, an AT&T company, is the proposer for this opportunity.

**Copyright Notice and Statement of Confidentiality**—© 2024 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

## Solution Overview

We've carefully reviewed your business and technology goals and designed a flexible, cost-effective solution that allows you to streamline your operations. Our solution for City of Hutchins is a good value and a smart investment because it not only meets your current needs, but it can easily scale to meet future demands.

The key components of your solution include the following:

### 911 Next Generation 9-1-1 Call Handling

## AT&T Advantages

City of Hutchins will benefit from working with AT&T because we have the expertise, experience, and resources to meet your needs. Here are a few advantages:

- **Global Business Communications Leader**—Nearly 2.5 million businesses, from small businesses to the largest global companies, turn to AT&T. This includes approximately 2,000 of the largest multinational customers (MNCs) that do business on more than two continents and have significant networking requirements in the U.S.
- **Global IP Network**—AT&T offers connections for customers on the one of the world's most powerful and advanced IP/Multiprotocol Label Switching (MPLS) networks. The AT&T global network carries hundreds of petabytes of data traffic on an average day.
- **Investing in Our Network**—AT&T is consistently one of the top annual investors of capital in the U.S. Over the past five years (2018-2022), we invested more than \$140 billion in our wireless and wireline networks, including capital investments and acquisition of wireless spectrum.
- **Single Point-of-Contact**—Your dedicated sales executive is available by phone or email to discuss your AT&T services. This highly trained professional can answer your questions, help with service issues, and provide expert consultation on the right solutions for your needs. Backed by the vast technical resources at AT&T, your sales executive is your first point-of-contact.

## Personalized Support

Because we understand the importance of personalized service, we give you an account team of specialists to design and implement your new solution. You'll receive ongoing, coordinated support from your account team for all of your AT&T services.

**Your Account Team**

Name	Title	Phone Number	Email
Jenine Jasso	Senior Client Solutions Exec 2 Hybrid	+1 346.373.6062	<a href="mailto:jenine.a.jasso@att.com">jenine.a.jasso@att.com</a>
Jeff Bievenue	ASE Public Safety	+1 314.775.3650	<a href="mailto:Jeff.bievenue@att.com">Jeff.bievenue@att.com</a>

You'll see from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to help you reach your goals.



Experts who  
know business

Extensive customer relationships with nearly  
**2.5M**  
business customers globally

Connecting and growing businesses for nearly  
**150 years**

Invested  
**\$650M+**  
to rapidly restore communications after disasters

# RFP Response

## 2. Qualifications and Experience

- List the number of years that the Responding firm has been providing 911 services to Texas municipalities.

### AT&T Response:

For over 40 years AT&T has been providing 911 services to

- List the associates who will play a key role in their implementation, their role for this project, their number of years of relevant/similar experience and relevant qualifications.

### AT&T Response:

Jeff Bievenue – 21 years of 911 experience.

Shawn Harris – Over 20 years of 911 experience.

Dusty Carpenter- Over 10 years of 911 experience.

- List the municipalities in Texas for whom the Responding firm has performed similar work in the last two (2) years. Include a contact name, title, phone number and email address.

### AT&T Response:

City of Wylie: Tristian Porter, 911 Manager. Phone: 972-429-8151 Email: [tristian.porter@wylitexas.gov](mailto:tristian.porter@wylitexas.gov)

City of Ennis: Chad Marshall. Technology Administrator. Phone: 972-875-4462, ext 2265. Email: [cmarshall@ennistx.gov](mailto:cmarshall@ennistx.gov)

Southwest Regional Comm Center: Eli Jalkh, IT Director. Phone: 972-230-5379. Email: [elias.jalkh@swrcc.net](mailto:elias.jalkh@swrcc.net)

## 3. Proposed Solution

- Provide the name and a brief description of the solution (hardware and software) that you are proposing for this contract.

### AT&T Response:

AT&T is proposing a Vesta Hosted call handling system. Hutchins has been on this platform for over 6 years. We will transition to an a new system currently being installed that will include new software. Additionally, we are proposing the following Cloud products- Motorola Cloud Map (Aware), Smart Transcription and Citizen Input. The Cloud products provide new abilities for Hutchins to take advantage

of video, foreign language caller translations and officer tracking with the tie-in to the Motorola radio system.

In addition, AT&T is proposing AT&T ESInet, which is a Next Generation IP network that will deliver calls and ALI to the PSAP over the same circuits. We are also proposing Firstnet Backup as part of the ESInet proposal to provide a secondary call route should any circuits fail.

- Provide the number of Texas municipalities where this is being used.

#### AT&T Response:

AT&T has over 100 municipalities in Texas utilizing AT&T ESInet. Our Vesta Hosted Solution is in 7 Municipalities in the DFW area. We never intended to build the Vesta Host out to a large footprint, the idea was to maintain a lower number of customers because our direction was to provide a high-end low-cost option to customers in smaller municipalities

- Is this solution directly compatible with the City's current IT infrastructure or would additional hardware/software/services be required before implementation could start?

#### AT&T Response:

Because this system is in place today, there would be no additional buildout or software changes necessary. We can start without making any changes once the contract is in place.

## 4. Project Approach

- Briefly state your understanding of this project and how you would manage implementation, from project kickoff to go-live.

#### AT&T Response:

AT&T would be providing an upgraded Vesta Hosted Solution service offering, with cloud mapping, Smart Transcription, Citizen Input, GIS services (through GEOComm), ESInet and Firstnet Backup service. Initially we would work in parallel to install Vesta, work on the GIS requirements and begin the ESInet installation. The Vesta, GIS work would be completed first due to timeline of implementation. Following that implementation would be ESInet service. Esinet is a longer project, so that would be cutover after the Vesta service.

AT&T has Technicians very familiar with the service, along with Hucthins current setup. This a huge advantage for AT&T to be able to eliminate potential issue and/or mistakes.

- Provide a proposed project timeline, from project kickoff to go-live

**AT&T Response:**

Vesta Solution Project is estimated to be completed within 2 months.

GIS work would be determined once contract is awarded. We cannot estimate the GIS portion until more discussions were scheduled to provide more details regarding the needs of Hutchins. ESInet will be about an 8 month project. Could be sooner, but the average is about 8 months.

- Briefly describe the amount of City staff time that will be required during each phase of the project. Respondents may add this to the timeline document if they wish.

**AT&T Response:**

The staff time will be very limited during all phases of the project. We will need someone on conference calls, we will be onsite to deploy new Vesta workstations (a few days) and we will need assistance during ORT testing (a week) of the ESInet. Overall, staff time requirements will be limited overall, but will be required during certain times of the installation/cutover.

- List the subcontractors that will be working on this project and any HUB/MBWE certifications

**AT&T Response:**

AT&T will be utilizing it's own workforce during the project.

## 5. Cost Proposal Worksheet

This form is exempt from the page limit requirement

**AT&T Response:**

# GIS Professional Services Proposal

---



July 17, 2024

**Hutchins Police Department, TX (AT&T)**

GeoComm proposes to complete the following Geographic Information System (GIS) data professional services, resulting in a highly accurate GIS dataset for use in a Next Generation 9-1-1 (NG9-1-1) or Public Safety Answering Point (PSAP) mapping systems. The final dataset will comply with National Emergency Number Association’s (NENA) standards and PSAP mapping system requirements.

Services description and customer responsibilities and project deliverables are provided below.

*Pricing is valid for a period of 120 days*

**GIS Professional Services Overview and Pricing**

<b>One-Time Services</b>	<b>Price</b>
GIS Data Analysis	\$35,104.68
Provisioning Boundary Layer Development or Updates	
Service Boundary Layers: PSAP Boundary Layer Development or Updates	
Service Boundary Layers: Police, Fire, EMS Layers Development or Updates	
Road Centerlines Layer: GIS Data Attribute Standardization	
Road Centerlines Layer: Attribute Updates for MSAG Synchronization	
Road Centerlines Layer: Attribute Updates for ALI Synchronization	
Road Centerlines Layer: Street Connectivity Updates	
Road Centerlines Layer: Address Range Updates	
Site/Structure Address Points Layer: GIS Data Attribute Standardization	
Site/Structure Address Points Layer: Synch. with Road Centerlines and Boundary Layers Attributes	
Site/Structure Address Points Layer: Attribute Updates for ALI Synchronization	
Incorporated Municipality Boundary Layer Development or Updates	
<b>Annual Recurring Services</b>	
<b>Year One</b>	<b>Annual Price</b>
GIS Data Layers Maintenance Services	\$7,628.52
MSAG and ALI Maintenance Services	\$2,119.03
	\$0.00
	\$0.00
<b>Year One Recurring Services Annual Total</b>	<b>\$9,747.55</b>
Contract Total \$44,852.23	

Quotation # ATT3701901-2 Hutchins 911 - NG911

Quote Details  
 Aware Map, Citizen Input and Smart Transcription  
 Customer Information



Budgetary Quote

Customer:  
 Hutchins 911

Date: 7/18/2024

Contact :  
 Becky Blanton

Acct Manager: Jeff Bievenue  
 Phone: 314-775-3650  
 Email: [jb9541@att.com](mailto:jb9541@att.com)

Phone: 972-225-2225  
 Email: [bblanton@cityofhutchins.org](mailto:bblanton@cityofhutchins.org)

Sales Engineer: Shawn Harris

**Summary of Charges:**

This quote is for budgetary purposes ONLY and is not necessarily inclusive of all work items. Final pricing will be issued upon agreement of Statement of Work.


**Aware Map, Citizen Input & Smart Transcription**

Product	Quantity	Price Per Unit	Subtotal	Total
Aware Map - Cloud Map (5 Years)	1	n/a	91,831.31	\$91,831.31
Citizen Input & Smart Transcription (5 Years): Outbound Texting, Voice Translation, Video between call taker & caller	1	n/a	\$44,245	\$44,245.00
Router - Cisco	1	\$5,000.00	\$5,000.00	\$3,122.29
2 Port Routed NIM for Router	1	\$1,381.34	\$1,381.34	\$1,381.34
Host to PSAP (To Replace T1 Currently in Place)	1	\$500.00	\$30,000.00	\$30,000.00
WAN Monitoring	1	\$13,000.00	\$13,000.00	\$13,000.00
AT&T Hosted Vesta Call Handling (5 Years)	2	\$21,600.00 / year	\$21,600.00 / year	\$108,000.00

5 Year Total: \$291,579.94

Accepted Date:

**\*\* Quote does not include Text to 911\*\***

 <b>AT&amp;T ESInet™ Quote</b> State of Texas DIR contract # DIR-TELE-CTSA-002 Budgetary								
A Quotation for				Quotation				
<b>911 Agency:</b> Hutchins Police Department <b>Contact:</b> Becky Blanton				<b>Quote Date:</b> 7/8/2024 <b>Quote Expiration Date:</b> 9/6/2024 <b>911 Application Sales Executive:</b> Jeff Bievenue <b>911 Technical Sales Consultant:</b> Shawn Harris				
Line #	Description	Population	Billed Qty.	End User Unit Price MRC	End User Extended Price MRC	End User Unit Price NRC	End User Extended Price NRC	
<b>AT&amp;T ESInet™</b>								
1	Ingress - Selective Router, per Port	-	5	\$ 13.62	\$ 68.10	\$ -	\$ -	
2	Managed 3M Connection (Primary)	-	1	\$ 1,058.62	\$ 1,058.62	\$ -	\$ -	
3	Managed 3M Connection (Secondary)	-	1	\$ 386.92	\$ 386.92	\$ -	\$ -	
4	20M Switched Ethernet* (Primary)	-	1	\$ 368.48	\$ 368.48	\$ -	\$ -	
5	20M Switched Ethernet* (Secondary)	-	1	\$ 368.48	\$ 368.48	\$ -	\$ -	
<b>AT&amp;T ESInet™ PSAP Population Charges</b>								
6	Call Routing per Population (person)	5,568	5,600	\$ 0.11	\$ 616.00	\$ -	\$ -	
<b>GIS Services</b>								
7	Full Service Next Generation 9-1-1 GIS Data Professional Services - Customized NG9-1-1 GIS Data solution and pricing (Transitional Data Management Service)	5,568	5,568	\$ 0.07000	\$ 389.76	\$ 0.10	\$ 39,513.60	
<b>Backup Services</b>								
8	FirstNet Wireless Backup (FNWB) Bundle	-	1	\$ 1,142.40	\$ 1,142.40	\$ 6,059.20	\$ 6,059.20	
9	Firstnet Wireless Backup to the PSAP	-	1	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00	
9	Recorder of Last Resort (RLR)	-	1	\$ 89.60	\$ 89.60	\$ 1,120.00	\$ 1,120.00	
<b>Note:</b>					<b>TOTAL MRC</b>	<b>\$ 4,488.36</b>	<b>TOTAL NRC</b>	<b>\$ 54,692.80</b>
Pricing does not include any Municipal/Regulatory charges Minimum Payment Period (MPP) of 50% of remaining MRC if service is not retained for 24 months. AVPN POP Diversity included. Monthly Population Charge is rounded to the nearest 1,000 in population Population is based on Commission on State Emergency Communications - Wireless Emergency Service Fee Allocation Chart - For Use After May 31, 2023								

## 6. Required Forms

This section is exempt from the page limit requirement. Please complete these forms and return them with your proposal. Failure to return these forms may disqualify your proposal.

- Attachment A – Contractor Certification
- Attachment B – Environmental Compliance and Safety Record Questionnaire
- Attachment C – HUB Certificate
- Attachment D – Conflict of Interest Questionnaire
- Attachment E – Subcontractor Listing Form
- Attachment F – Certificate Regarding Debarment
- Attachment G – Residence Certification
- Attachment H – Compliance with Federal and State Laws

## ATTACHMENT A - CONTRACTOR CERTIFICATION

### FEDERAL UNIFORM GUIDANCE CONTRACT PROVISIONS

#### FOR NON-FEDERAL ENTITY CONTRACTS

A Texas 9-1-1 Entity customer (“9-1-1 Entity”) must ensure that all policies and procedures involving the expenditure of federal funds are compliant with the federal Uniform Guidance ([2 C.F.R. Part 200](#))<sup>1</sup>. Part of this process involves ensuring that its vendors and contractors (collectively herein, “Contractor”) agree to comply with federal contract provisions ([2 C.F.R. § 200.327](#)). The contract provisions are taken from [Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#) Additional and/or supplemental contract provisions included in the Certification are derived from the [Federal Emergency Management Agency’s Contract Management Guide \(June 2021\)](#).<sup>2</sup>

This Certification is required when 9-1-1 Entity expends federal funds for any contract or other form of agreement including purchase order. Any exceptions to or modifications by Contractor of this Certification will result in delays in 9- 1-1 Entity being authorized to expend awarded federal funds; and may preclude 9-1-1 Entity from expending federal funds with Contractor.

Execution of this Certification is not indicative that each provision, including additional and/or supplemental provisions, is applicable to 9-1-1 Entity and Contractor’s underlying contract or other form of agreement including purchase order (collectively herein, “agreement”), or 9-1-1 Entity’s obtaining property and services from Contractor.

It is the responsibility of the 9-1-1 Entity to ensure Contractor’s execution and compliance with this Certification. 9-1-1 Entity must provide a copy of Contractor-executed Certification to the Commission on State Emergency Communications (“CSEC”), and will provide evidence of Contractor compliance to CSEC within 10-business days of 9-1-1 Entity’s receipt of a written request from CSEC or authorized entity.

#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS –2 C.F.R. PART 200, APPENDIX II

<sup>1</sup> The Certification is a modified version of a federal contract provisions form for compliance with Education Department General Administrative Guidelines (EDGAR) and used by, among others, the Texas Department of Information Resources.

<sup>2</sup> Additional and/or supplemental contract provisions are provided and applicable to the extent 9-1-1 Entity and Contractor’s underlying contract, other form of agreement including purchase order, or the underlying cooperative purchase master agreement does not include or the included provision is deemed by an appropriate authority as insufficiently addressing the federal contract provision.

## Definitions

“Addressed” means sufficiently addressed in the agreement to satisfy the requirements of federal procurement law and regulation described in the explanations provided in this certification.

## Federal Contract Provisions (Appendix II)

**(A) Contracts for More Than the Simplified Acquisition Threshold (\$250,000)**. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to 2 C.F.R. Appendix II to Part 200 Federal Rule (A), when 9-1-1 Entity expends federal funds, the 9-1-1 Entity reserves all rights and privileges under applicable laws and regulations in the event of breach of contract by either party.

**(B) Price Exceeds Micro Purchase Threshold (\$10,000)**. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to 2 C.F.R. Appendix II to Part 200 Federal Rule (B), when 9-1-1 Entity expends federal funds, 9-1-1 Entity reserves the right to terminate any agreement in excess of \$10,000 in the event of a breach or default of the agreement by Contractor in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the agreement; (2) make any payments owed; or (3) otherwise perform in accordance with the agreement. 9-1-1 Entity also reserves the right to terminate the agreement, with written notice to Contractor, for convenience, if 9-1-1 Entity believes, in its sole discretion that it is in the best interest of 9-1-1 Entity to do so. Contractor will be compensated for work performed and accepted and goods accepted by 9-1-1 Entity as of the termination date if the agreement is terminated for convenience by 9-1-1 Entity. Any agreement is not exclusive and 9-1-1 Entity reserves the right to purchase goods and services from other vendors when it is in 9-1-1 Entity’s best interest.

**(C) Equal Employment Opportunity.** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” (appears at [30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending Executive Order 11246 Relating to Equal Employment Opportunity” (appears at [32 FR 14303](#), [3 CFR, 1966– 1970 Comp.](#), p. 684, EO 12086 of Oct. 5, 1978, [43 FR 46501](#), [3 CFR, 1978 Comp.](#), p. 230, EO 13665 of April 8, 2014, [79 FR 20749](#), EO 13672 of July 21, 2014, [79 FR 42971](#)), and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (C), when 9-1-1 Entity expends federal funds, the equal opportunity clause required by [41 CFR 60-1.4\(b\)](#) is incorporated by reference as permitted by [41 CFR 60 1.4\(d\)](#). Notwithstanding being Addressed, each nonexempt prime contractor must include the equal opportunity clause in each of its nonexempt subcontracts.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported

violations to the Federal awarding agency. (See [29 C.F.R. § 5.2](#) for applicable definitions including “mechanic” and “laborer.”)

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (D), when 9-1-1 Entity expends federal funds for a prime construction contract in excess of \$2,000 the provisions at [29 C.F.R. § 5.5\(a\)\(1\)-\(10\)](#) are incorporated in full by reference into all applicable contracts, and all applicable Contractors must include these provisions in full in any subcontracts. Regarding Compliance with the Copeland “Anti-Kickback” Act, Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into the agreement. Regarding subcontracts and the Copeland “Anti-Kickback” Act, Contractor or subcontractor shall insert in any subcontracts the clause above applicable to Contractor and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (E), when 9-1-1 Entity expends federal funds for a contract in excess of \$100,000 involving the employment of mechanics or laborers Federal Rule (E) is incorporated by reference and the agreement is revised to include the following from [29 CFR § 5.5\(b\)\(1\)-\(4\)](#):

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The CSEC or 9-1-1 Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

In addition to the preceding clauses from 29 CFR § 5.5(b)(1)-(4), and in accordance with [29 CFR § 5.5\(c\)](#), if the agreement is subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Treasury, CSEC, 9-1-1 Entity and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Additional/Supplemental Provision: NOT APPLICABLE. Only applies to a “funding agreement” defined as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.” [37 CFR 401.2\(a\)](#).

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all

applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (G), when 9-1-1 Entity expends federal funds for a contract in excess of \$150,000 Contractor agrees as follows:

Clean Air Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

Contractor agrees to report each violation to the 9-1-1 Entity and understands and agrees that the 9-1-1 Entity will, in turn, report each violation as required to assure notification to Treasury, and the appropriate [Environmental Protection Agency Regional Office](#).

Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury.

Federal Water Pollution Control Act: Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

Contractor agrees to report each violation to the 9-1-1 Entity and understands and agrees that the 9-1-1 Entity will, in turn, report each violation as required to assure notification to CSEC, Treasury, and the appropriate [Environmental Protection Agency Regional Office](#).

Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (appears at 3 CFR part 1986 Comp., p. 189) and 12689 (appears at 3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (H), Contractor certifies and agrees as follows:

Suspension and Debarment: The agreement with the 9-1-1 Entity is a covered transaction for purposes of 2

C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by 9-1-1 Entity. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CSEC or 9-1-1 Entity, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

As applicable, Contractor, as a bidder or proposer, agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while the offer is valid and throughout the period of any contract that may arise from the offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award, or have an existing agreement with a Texas 9-1-1 Entity funded in whole or in part with federal funds, exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (I), Contractor certifies and agrees as follows:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). In the event Contractor applies or bids for an award, or has an existing contract with a 9-1-1 Entity, exceeding \$100,000 shall complete on company letterhead and file the required certification (Appendix A). Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

- (J) **Per 2 C.F.R. § 200.323 Procurement of Recovered Materials** -- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (J), Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (K) **Per 2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** -- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or

- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, **covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)**.
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [2 C.F.R. § 200.471](#).

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (K), Contractor agrees as follows:

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements;

roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405- 143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

- Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are *not used* as a substantial or essential component of any system;  
*and*
- ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**(L) Per 2 C.F.R. § 200.322 Domestic Preferences for Procurements** – (a) As appropriate and to the extent consistent with law, the non-Federal entity does, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials by Contractor produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The preceding preference must be included by Contractor in any subcontracts or other agreements entered into as part of providing property and services to the non-Federal entity.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (L), Contractor agrees as follows:

**Domestic Preference for Procurements.**

(a) As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**(M) Per 2 C.F.R. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (M), Contractor agrees as follows:

If Contractor subcontracts any portion of the delivery or providing of property and services to 9-1-1 Entity, Contractor agrees to make good-faith, reasonable efforts to take the affirmative steps provided in 200.321(b)(1) – (5).

CERTIFICATION

By executing this Certification, Contractor certifies or affirms the truthfulness and accuracy of each statement of this Certification, including, without limitation, Contractor’s agreement to comply with applicable Additional/Supplemental Provisions and any disclosures when 9-1-1 Entity expends federal funds for any contract or other form of agreement including purchase order. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this Certification.

CONTRACTOR:

AT&T Enterprise, LLC. \_\_\_\_\_

Contractor Name

AT&T Enterprise, LLC. \_\_\_\_\_

Signature of Authorized Official

*Dustin Alexander* \_\_\_\_\_

Printed Name of Authorized Official

Dustin Alexander \_\_\_\_\_

Title of Authorized Official

Application Sales Manager - PSS \_\_\_\_\_

Date

7/15/2024 \_\_\_\_\_

**APPENDIX A -- Place on Company Letterhead**

44 C.F.R. PART 18

## CERTIFICATION REGARDING LOBBYING

Federal Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned, on behalf of \_\_\_\_\_ [Company], certifies to the best of his or her knowledge that:

1. No Federal appropriated funds received from Texas 9-1-1 Entity have been paid or will be paid, by or on behalf of the undersigned Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Company's contract or other form of agreement with Texas 9-1-1 Entity, the awarding by 9-1-1 Entity of any contract or other form of agreement funded in whole or in part with Federal appropriated funds, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds received from Texas 9-1-1 Entity have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Company's contract or other form of agreement with Texas 9-1-1 Entity; the awarding by 9-1-1 Entity of any contract or other form of agreement funded in whole or in part with Federal appropriated funds; or a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (<https://www.grants.gov/web/grants/forms/sf-424-family.html>).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**AT&T Response:**

Notwithstanding anything to the contrary, including the foregoing, in lieu of the foregoing, AT&T certifies that as of the date hereof, AT&T complies with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Please check the appropriate box:

No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

Or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_  
(Type or Print Name of Company)

By: \_\_\_\_\_  
(Type or Print Name of Company's Authorized Official and Title)

\_\_\_\_\_  
(Signature of Company's Authorized Official)

## ATTACHMENT B - ENVIRONMENTAL COMPLIANCE AND SAFETY RECORD QUESTIONNAIRE

To obtain proper information from Respondents, so the City of Hutchins may consider the safety records and environmental compliance of potential contractors

prior to awarding bids on this contract, the City of Hutchins requires that Respondents answer the following four (4) questions and submit them with their proposals:

### QUESTION ONE

Has the Respondent, or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES  NO

If the Respondent has indicated Yes for question number One above, the Respondent must provide the City of Hutchins, with its Proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location of establishment inspected;
3. Category of offense;
4. Final disposition of offense; and
5. Penalty assessed.

### QUESTION TWO

Has the Respondent, or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, partnership or institution,

received citations for violations of environmental protection laws or regulations with the past five (5) years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from

TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

YES  NO

### QUESTION THREE

Has the Respondent, or the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

#### **AT&T Response:**

AT&T is a worldwide multi-billion-dollar company. For more than 139 years and across the globe, AT&T has provided communications services and has stood at the forefront, leading the way with innovative products and services.

AT&T processes millions of transactions daily across the world; therefore, our ability to provide details around this request, with the specificity requested, within the time allowed to respond to this Request for Proposal is so broad when applied to a company of AT&T's scope and scale as to be unmanageable in any practical fashion.

AT&T will be happy to discuss the above-referenced information provided the scope of information requested is narrowed and a non-disclosure agreement is signed.

For more than 139 years, AT&T has made it our goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards.

YES  NO

If the Respondent has indicated Yes for question number Three above, the Respondent must provide the City of Hutchins, with its Proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location of establishment inspected;
3. Category of offense;

4. Final disposition of offense; and
5. Penalty assessed.

#### **QUESTION FOUR**

Has the Respondent, or the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental laws within the past three years?

Citations include, but are not limited to: notices of violation; suspensions/revocations of state/federal licenses or registrations; fines assessed; pending criminal complaints; indictments; convictions; deferred adjudications; administrative orders; draft orders; final orders; and final judgments. Any citations from the following agencies must be supplied: Environmental Protection Agency (EPA); Texas Commission on Environmental Quality or its past associated agencies such as the Texas Natural Resource Conservation Commission (TNRCC), the Texas Water Commission, and the Texas Air Control Board; and the Texas Department of State Health Services and its predecessor agency the Texas Department of Health. Also include any citations from environmental regulatory agencies of other states of the United States.

YES  NO

If the Respondent has indicated Yes for question number Four above, the Respondent must provide the City of Hutchins, with its Proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location of establishment inspected;
3. Category of offense;
4. Final disposition of offense; and
5. Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

**AT&T Response:**

Notwithstanding anything to the contrary, AT&T’s signature is provided subject to the general exception provided as part of AT&T’s Response to the City of Hutchins, TX – RFP for 911 Call Handling Products and Services (RFP 2024-06) associated with this document.

Further, all affirmations, representations, warranties and similar input from AT&T to this RFP are provided to the best of the undersigned’s knowledge and belief.

---

Name	Title
------	-------

---

Signature

**ATTACHMENT C – HUB CERTIFICATE/FORM FOR DISADVANTAGED BUSINESS ENTERPRISES FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in the City of Hutchins’s proposal process. Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City will recognize the certifications of both the State of Texas Comptroller of Public Accounts Statewide Procurement Division Historically Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

Texas Statewide Procurement Division   OR  
 HUB Program  
 P.O. Box 13186  
 1711 San Jacinto  
 Austin, TX 78711

512-463-5872 (office) 1-888—  
 863-5881 (toll free) 512-936-2482

North Central Texas  
 Regional Certification  
 Agency

2261 Brookhollow Plaza  
 Drive, Suite 300  
 Arlington, TX 76006

(fax)  
[statewideHUBProgram@cpa.texas.gov](mailto:statewideHUBProgram@cpa.texas.gov)

817-640-0606 (office)  
817-640-6315 (fax)  
[mail@nctrca.org](mailto:mail@nctrca.org)

**If Respondent is already certified, attach a copy of your certification to this form and return with Proposal.**

Company Name: \_\_\_\_\_

Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Indicate all that apply:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

# ATTACHMENT D – CONFLICT OF INTEREST

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity	<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	
<p><b>2</b></p> <p><input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <hr style="width: 40%; margin-left: 0;"/> <p>Name of Officer</p>	

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_ Date

Signature of vendor doing business with the governmental entity

**CONFLICT OF INTEREST QUESTIONNAIRE**

**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or

- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

**AT&T Response:**

AT&T is not aware of any material conflict of interest. AT&T is publicly owned, and with millions of shareholders, it is impossible for AT&T to determine whether any Customer employee or any member of his or her immediate family may be a shareholder in AT&T, Inc. Further, given AT&T and its affiliates' nearly 150,000 employees, it is not possible in any practical fashion and in the time available for this response to determine any possible connections between all AT&T employees and any employees of Customer or any component office.

AT&T will represent, however, that to the best of its knowledge and belief, after a reasonable inquiry, that none of the people involved in the preparation of this RFP have a familial relationship with any employee of Customer.

With respect to Form CIQ, the law that gives rise to its application for vendors ([Texas Local Government Code Section 176.006](#)) was updated in 2007 by [Acts 2007, 80th Leg., R.S., Ch. 226 \(H.B. 1491\), Sec. 6, eff. May 25, 2007](#) to require its filing only where one of the triggering requirements set forth by the same law is present. The relevant triggering elements have been updated since that time, but the law retains the 2007 construction requiring form CIQ's filing by vendors only where a triggering element is present. Accordingly, in compliance with that law as currently in effect, AT&T will complete and file form CIQ in connection with this RFP and any business that results from it, if and to the extent mandated under the current version of [Texas Local Government Code Section 176.006](#). Please see the following hyperlinks:

- **Texas Local Government Code Section 176.006**, available at <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>; and
- **Acts 2007, 80th Leg., R.S., Ch. 226 (H.B. 1491), Sec. 6, eff. May 25, 2007**, available at <https://capitol.texas.gov/tlodocs/80R/billtext/html/HB01491F.HTM>.

## ATTACHMENT E - SUBCONTRACTOR LISTING FORM

**AT&T Response:**

At this time AT&T is not able to identify any specific subcontractors who might work with AT&T on this opportunity. AT&T reserves the right to subcontract to an affiliate or third-party work to be performed, but AT&T will in each such case remain financially responsible for the performance of such obligations. AT&T agrees to ensure that any subcontractor, which AT&T utilizes to provide performance under any definitive agreement that may be entered into between the parties in connection with the services proposed by AT&T in response to this RFP

agrees in writing to substantially the same terms and conditions that apply through this RFP to AT&T.

Contractor must provide information below for any potential subcontractors or subconsultants, professionals, suppliers, and vendors used in connection with the services. The City reserves the right to reject proposed subcontractors or subconsultants on any reasonable basis. The City of Hutchins must approve the actual subcontractors prior to their use (add additional pages if necessary):

**Subcontractor #1:**

Company Name: \_\_\_\_\_ Industry: \_\_\_\_\_

DUNS #: \_\_\_\_\_ Name of Principal: \_\_\_\_\_

Approximate Contract Value \$ \_\_\_\_\_ Start/End of Contract \_\_\_\_\_

Certified HUB/MWBE:  Yes  No Certified Section 3:  Yes  No

Description of Work Performed:  
\_\_\_\_\_  
\_\_\_\_\_

**Subcontractor #2:**

Company Name: \_\_\_\_\_ Industry: \_\_\_\_\_

DUNS #: \_\_\_\_\_ Name of Principal: \_\_\_\_\_

Approximate Contract Value \$ \_\_\_\_\_ Start/End of Contract \_\_\_\_\_

Certified HUB/MWBE:  Yes  No Certified Section 3:  Yes  No

Description of Work Performed:  
\_\_\_\_\_  
\_\_\_\_\_

**Subcontractor #3:**

Company Name: \_\_\_\_\_

Industry: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Name of Principal: \_\_\_\_\_

Approximate Contract Value \$ \_\_\_\_\_

Start/End of Contract \_\_\_\_\_

Certified HUB/MWBE:  Yes  No

Certified Section 3:  Yes  No

Description of Work Performed:

\_\_\_\_\_  
\_\_\_\_\_

Contractor shall be responsible for ensuring any Subcontractors used are properly licensed, insured, and authorized to work under government contracts by checking state, local, and federal debarment lists and shall obtain and submit licenses for any subcontractors if the work being performed requires licensing in accordance with state or federal law. A final Subcontractor Listing Form will be required prior to contract award. If any of the required information changes throughout the term of the contract, Contractor must submit a revision to the City for approval.

I will not be subcontracting any portion of the contract and will be fulfilling the entire contract with my own resources.

\_\_\_\_\_

Signature of Contractor

\_\_\_\_\_

Name

## ATTACHMENT F – CERTIFICATION REGARDING DEBARMENT

### Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

**AT&T Response:**

Notwithstanding anything to the contrary, including the foregoing, in lieu of the foregoing, AT&T certifies that as of the date hereof, the undersigned AT&T representative is unaware of any disqualification or debarment that would negatively affect AT&T's ability to provide the products and services.

**With regard to subsection (d)**, AT&T is a worldwide multibillion-dollar company. AT&T and its affiliates process millions of transactions daily across the world; therefore, our ability to provide details around this request, with the specificity requested, within the time allowed to respond to this RFP is so broad when applied to a company of AT&T's scope and scale as to be unmanageable in any practical fashion.

Given the scope and scale of AT&T's operations, governmental contracts are being terminated as a result of term expiration, non-appropriation, or other causes on an ongoing basis.

For more than 139 years, AT&T has made it our goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards.

---

Signature

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

**SWORN STATEMENT ON DEBARMENT**

This SWORN statement is submitted with bid/project number: \_\_\_\_\_

By: \_\_\_\_\_

(PRINT INDIVIDUALS NAME AND TITLE)

For: \_\_\_\_\_

(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

With a business address of:

\_\_\_\_\_

Address

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_

Telephone Number

If applicable its Federal Employee Identification Number (FEIN) is: \_\_\_\_\_

(INDICATE WHICH STATEMENTS APPLY)

- Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.

- The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME.**
- The entity submitting this SWORN statement is not present on any Federal list of debarred contractors, nor been debarred from any other type of contracting.

\_\_\_\_\_

Signature

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_ day of \_\_, 20\_\_.

\_\_\_\_\_

Notary Public in and for City

## ATTACHMENT G – RESIDENCE CERTIFICATION

Pursuant to Texas Government Code, Section 2252.001 *et seq.*, as amended, City of Hutchins requests Residence Certification. Section 2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of Section 2252.001 are stated below:

“Nonresident Proposer” refers to a person who is not a resident.

“Resident Proposer” refers to a person whose principal place of business is in this state, including a Consultant whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that \_\_\_\_\_ (Company Name) is a Resident Proposer of Texas as defined in Government Code, Section 2252.001.
- I certify that \_\_\_\_\_ (Company Name) is a Nonresident Proposer as defined in Government Code, Section 2252.001 and our principal place of business is \_\_\_\_\_ (City), \_\_\_\_\_ (State).

---

Signature

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## ATTACHMENT H – COMPLIANCE WITH FEDERAL AND STATE LAWS

### CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government’s list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Hutchins Purchasing Agent. Failure to do may result in terminating this contract for default.

#### AT&T Response:

Notwithstanding anything to the contrary, including the foregoing, in lieu of the foregoing, AT&T certifies that as of the date hereof, the undersigned AT&T representative is unaware of any disqualification or debarment that would negatively affect AT&T’s ability to provide the products and services.

### DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with H.B. 1295, Government Code 2252.908. Bidder/proposer agrees to provide the City of Hutchins Purchasing Agent, and/or requesting department, the “Certificate of Interested Parties,” FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

#### AT&T Response:

The law changed in Texas, and under the Subsection (c)(4) of Texas Government Code Section 52252.908 (Disclosure of Interested Parties), an exception to disclosure requirements was

created for any publicly traded business entity or a wholly owned subsidiary of such an entity. AT&T is such an entity: its public securities filings with the U.S. Securities and Exchange Commission evidencing AT&T's status as a publicly traded business entity are available at <https://www.sec.gov/cgi-bin/browse-edgar?CIK=0000732717&action=getcompany>.

Form 1295 and its associated disclosure requirements are no longer applicable to AT&T. Subsection (c) of the law is pasted below for reference:

***Text of subsection as amended by Acts 2017, 85th R.S., Ch. 526 (SB 255)  
(Changes identified by italicized text apply only to a contract entered into or amended on or after January 1, 2018).***

*(c) Notwithstanding Subsection (b), this section does not apply to:*

- (1) a sponsored research contract of an institution of higher education;*
- (2) an interagency contract of a state agency or an institution of higher education;*
- (3) a contract related to health and human services if:
  - (A) the value of the contract cannot be determined at the time the contract is executed; and*
  - (B) any qualified vendor is eligible for the contract;**
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

## **HB 89 & SB 252**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer verifies that the company represented does not and will not for the term of the contract boycott Israel (this statement is exempt for sole proprietorship vendors, vendors that have less than 10 full time employees, and contracts that are under \$100,000 of public funds) or conduct business with

Iran, Sudan, or any known terrorist organization. The State of Texas Comptroller’s “Divestment Statute Lists” will be reviewed by the City of Hutchins Purchasing Agent prior to award.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

**Attachment I – Compliance with Federal and State Laws**

The following sections contain Terms and Conditions of bidding from the City of Hutchins, the State of Texas and the Federal Government. If any terms contradict each other, the more stringent terms will prevail.

STANDARD FEDERAL AWARD CONTRACTOR TERMS AND CONDITIONS

**AT&T Response:**

All Federal Requirements applicable to this business are included in the document the State CSEC Subject Matter Expert authored. See ATTACHMENT B – CONTRACTOR CERTIFICATION of this RFP document AT&T take exception to these additional *Standard Federal Award Contractor Terms and Conditions*. If additional Federal requirements are applicable, AT&T will be glad to discuss.

- 1. **Termination for Cause or Convenience; Suspension.** CITY may exercise any rights available under Texas law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY shall give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.

CITY may terminate the AGREEMENT at its convenience at any time for any or no reason by giving seven (7) days written notice to CONTRACTOR.

Upon termination for cause or convenience, the CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been

performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY, as well as reasonable termination and demobilization costs.

Should the CITY find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.

**2. Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the CITY may in its sole discretion:

- a. elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
- b. hire another subconsultant to perform the work and deduct any additional costs incurred by CITY as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
- c. pursue and obtain any and all other available legal or equitable remedies.

**3. Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- d. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, The CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the

program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5•, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the CITY for review upon request.

5. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the

purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**6. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**7. Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00** must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- b. If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY, and the appropriate Environmental Protection Agency Regional Office.
- c. If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

**8. Clean Air Act.** Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-

7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the non-federal entity and understands and agrees that the non-federal entity will, in turn, report each violation as required.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance through this contract.

**9. Debarment & Suspension.** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

**10. Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**11. Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. Surveillance Services or Equipment. A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public

safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information.

(d) See also § 200.471.

**13. Domestic Preferences for Procurement.** As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2)

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
CONTRACTOR TERMS AND CONDITIONS

**AT&T Response:**

AT&T takes exception to this section entitled “*U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Contractor Terms and Conditions*” in its entirety. Our understanding based on the Treasury’s website is that funds had to be spent by the 31<sup>st</sup> of December 2022; therefore, this section is not applicable.

**1. Use of Funds.**

- a. CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

**2. Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

**3. Reporting.** CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.

**4. Maintenance of and Access to Records.**

- a. CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the CONTRACTOR to conduct audits or other investigations.
- c. Records shall be maintained by CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

**5. Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

**6. Administrative Costs.** CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.

**7. Cost Sharing.** Cost sharing or matching funds are not required to be provided by CONTRACTOR.

**8. Conflicts of Interest.** CONTRACTOR understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. CONTRACTOR and SUBCONTRACTORS must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**9. Compliance with Applicable Law and Regulations.**

- a. CONTRACTOR agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts

- described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601- 4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- 10. Remedial Actions.** In the event of CONTRACTOR's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. **Hatch Act.** CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Claims and Statements.** CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law pursuant to 31.U.S.C. Chap. 38.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of CONTRACTOR] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by CONTRACTOR shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. **Disclaimer.**

- a. The United States expressly disclaims any and all responsibility, obligation, or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by CONTRACTOR does not in any way establish an agency relationship between the United States and CONTRACTOR.

#### **16. Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of CONTRACTOR, contractor, or SUBCONTRACTOR who has the responsibility to investigate, discover, or address misconduct.
- c. CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 17. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR should encourage its employees, SUBCONTRACTORS, and contractors to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

## City of Hutchins, TX

**Request for Proposal (“RFP”) – RFP# 2024-06 911 CALL HANDLING PRODUCTS AND SERVICES****June 20, 2024**

The City of Hutchins, TX (“the City”) announces a Request for Proposals (RFP) for the upgrade of its 911 hardware and software. Reimbursement for this project will be provided by the SB8 Coronavirus State Fiscal Recovery Fund (“CSFRF”) and subject to all state and federal guidelines for procurement with grant funds. These guidelines include but are not limited to Uniform Guidance (2 C.F.R. Part 200).

This is a one (1) time project. The City would like for installation to start in September 2024. The City will not conduct a pre-proposal meeting for this solicitation.

**Questions** about this RFP must be directed to Becky Blanton in writing at [bblanton@cityofhutchins.org](mailto:bblanton@cityofhutchins.org). **The deadline for questions is Thursday, June 27, 2024 at 2:00 PM CST.**

**The deadline for proposals is Thursday, July 11, 2024 at 2:00 PM CST** in the Communications Supervisor’s office at 550 W Palestine St., Hutchins, TX 75169. Any proposals received after this deadline will not be considered.

Proposals must be submitted either electronically via e-mail or in paper copy.

- a) Emailed proposals must be sent to [bblanton@cityofhutchins.org](mailto:bblanton@cityofhutchins.org) before the RFP deadline. Respondents are cautioned that attachments over 5 MG in size may be rejected by the City’s email infrastructure. It is the Respondent’s responsibility to confirm that the proposal was received by contacting Becky Blanton at 972-225-2225 ext. 220 or [bblanton@cityofhutchins.org](mailto:bblanton@cityofhutchins.org).
- b) Paper proposals must contain one (1) set of documents and one (1) thumb drive with the proposal and all required attachments included. These proposals must be delivered to the Communications Supervisor BEFORE the RFP deadline. The Communications Department is located at: 550 W. Palestine St, Hutchins, TX 75169

The number for this RFP is: **RFP 2024-06 - 911 CALL HANDLING PRODUCTS AND SERVICES.**

The City will not accept late proposals or proposals sent via fax. The City is not responsible for lateness of carrier or courier, traffic delays, internet outages, etc., and the clock in the Communications Supervisor’s office will be the official time.

## I. About the City

The City of Hutchins, TX is 9.3 square miles in size. It is approximately five 9 miles south of downtown Dallas and is located within Dallas County. City staff consists of 96 full time and part time employees including those in Police, Fire, EMS, and 911 Dispatch. The City has about 5,613 full time residents and is home to the Hutchins State Jail which houses approximately 2,276 inmates. The City offers Police, Fire, and EMS assistance to Hutchins State Jail and to the neighboring City of Wilmer on an as-needed basis.

In 2017, the City of Hutchins partnered with AT&T to upgrade the City's existing 9-1-1 hardware and software using the Vesta 9-1-1 solution. This equipment has reached end of life status and must be replaced with the latest technology. In addition, the City of Hutchins 9-1-1 Dispatch Center desires to connect its upgraded Vesta 9-1-1 system to AT&T ESInet.

The City of Hutchins 911 Dispatch Center receives approximately 16,000 calls per year which include the following calls:

- Wired Residence
- Wired Business
- Business PBX
- Centrex
- Wired Mobile
- VoIP Wireless
- Wireless

The City's 911 Dispatch Center is "Phase 2". Dispatchers receive cell phone caller information along with the carrier information on each call. These calls are plotted on the Vesta map to assist dispatchers with the location of the call.

The City employs six (6) dispatchers who work various shifts to ensure that a minimum of one dispatcher is always on duty. During peak call times, two (2) dispatchers will be on duty. The City has a single dispatch center located at 550 W. Palestine St, Hutchins, TX 75169 that has two call positions.

## II. Scope of Work

The objective of this project is to replace obsolete servers, network equipment and workstations at both locations. In addition, the project will include vendor supplied managed services, software/hardware maintenance, extended warranties, project management and field

engineering services. Finally, the project includes network connectivity to AT&T ESInet which includes non-recurring setup charges sixty (60) months of monthly recurring fees.

**NOTE: Brand names are listed below to indicate the quality and scope of features that the City needs. The City will consider equivalent products and services.**

*Vendors suggesting products and services as equivalents must list the make, model, version number and/or any other identifier that will assist the City in researching equivalence in their Cost Worksheet. The City will conduct its own research and make a final determination with regards to the suggested item. The City of Hutchins will have sole discretion in determining equivalence.*

Specific components of this project will include:

I. Hardware

- a. Replacement of server equipment
- b. Replacement of network connectivity devices (i.e. data switches, gateways, etc.)
- c. Replacement of 2 workstations

II. Software

- a. Upgrade or replacement of Vesta Analytics
- b. Upgrade or replacement of Vesta Locate Mapping (cloud or local)

III. Managed Services

- a. Monitoring of Servers and Workstations for 5 years
- b. Preventive Maintenance of Servers and Workstations for 5 years
- c. Anti-virus protection of Servers and Workstations for 5 years

IV. Extended Warranties

- a. Uplift 3-year manufacturer's warranty to 5 years for servers
- b. Uplift 3-year manufacturer's warranty to 5 years for workstations

V. Services

- a. Data Migration
- b. Field Engineering
- c. Project Management
- d. Training

**AT&T Response:**

For clarification, AT&T provides standard end user training and Basic System Administration training. Any additional system operation and maintenance training are provided through classes taught at the manufacturer’s location and completely at the Customer’s expense. Additional training beyond the standard end user training and Basic System Administration training initially scheduled during the Implementation meeting may be scheduled and purchased at any time by calling your AT&T account representative. Costs vary, depending upon the training sought.

**III. Schedule**

This RFP is subject to this timeline:

Event	Date and Time
Post RFP	June 20, 2024
Deadline for Questions	June 27, 2024 4:00 PM CST
Proposals Due	July 11, 2024 2:00 PM CST
Evaluation	July 11, – July 21, 2024
Award Recommendation to Council	August 2024
Kickoff	September 2024

**Step 1:** Proposals will be evaluated based on these criteria and weights:

- Qualifications & Experience**                      **20 points**
- Cost Proposal**                                              **30 points**
- Proposed Solution**                                              **35 points**
  - *In use by other Texas Municipalities*

- *Compatibility of Solution with Existing IT Infrastructure*

**Project Approach** **15 points**

- *Requirements of City Staff*
- *Implementation Timeline*
- *Proposed Subcontractors*

A maximum total of 100 points is possible. During this process, staff may request additional information from any Respondent that is deemed necessary when determining the offer that is in the best interest of the City.

**Step 2:** Staff may take any of the following actions:

- Request interview(s) with one (1) or more respondent(s)
- Request Best and Final Offer(s) from one (1) or more Respondents without interviews
- Reject all offers and re-bid this project

City Council will give the final approval of any contract.

#### IV. Proposal Requirements

##### A. General

- Proposals must not exceed ten (10) pages in length. One page is one side of an 8.5" x 11" sheet of paper.
  - Font size must be 11 or greater.
  - The Cost Worksheet is exempt from the page limit requirement
  - The forms required in section 6 below are excluded from the page limit requirement
- Brand names have been listed to indicate the quality and scope of services that the City needs. The City will consider equivalent products and services. Vendors suggesting products and services as equivalents must list the make, model, version number and/or any other identifier that will assist the City in researching equivalence. The City will conduct its own research and make a final determination with regards to the suggested item. The City of Hutchins will have sole discretion in determining equivalence.
- Please label any confidential or proprietary information "CONFIDENTIAL".

**AT&T Response:**

AT&T respectfully requests that information in this document be held confidential by the **City of Hutchins**, to the extent allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from disclosure.

**B. Checklist****1. Letter of Introduction**

Submit a one (1) page letter that provides the name of the proposing firm, the number of years in business and the primary contact for this RFP.

**2. Qualifications and Experience**

- List the number of years that the Responding firm has been providing 911 services to Texas municipalities.
- List the associates who will play a key role in their implementation, their role for this project, their number of years of relevant/similar experience and relevant qualifications.

**AT&T Response:**

AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with the **Customer's** operations and use of telecommunications services, to provide and support the **Customer's** use of the Services in accordance with the terms of AT&T's Response to this RFP. The identities and titles of specific persons, technical expertise, and their availability to provide and support the **Customer's** needs will be separately established by authorized representatives of AT&T, within the parameters of confidentiality limits, upon award of the RFP to AT&T.

Because the assignment(s) for specific tasks are not made until the contract is awarded, specific name(s) and biographical information for specific tasks cannot be supplied at this time. The required documentation will be furnished if AT&T is your vendor of choice.

- List the municipalities in Texas for whom the Responding firm has performed similar work in the last two (2) years. Include a contact name, title, phone number and email address.

**3. Proposed Solution**

- Provide the name and a brief description of the solution (hardware and software) that you are proposing for this contract.
- Provide the number of Texas municipalities where this is being used.
- Is this solution directly compatible with the City's current IT infrastructure or would additional hardware/software/services be required before implementation could start?

**4. Project Approach**

- Briefly state your understanding of this project and how you would manage implementation, from project kickoff to go-live.
- Provide a proposed project timeline, from project kickoff to go-live
- Briefly describe the amount of City staff time that will be required during each phase of the project. Respondents may add this to the timeline document if they wish.
- List the subcontractors that will be working on this project and any HUB/MBWE certifications

**5. Cost Proposal Worksheet** - this form is exempt from the page limit requirement

**6. Required Forms** – this section is exempt from the page limit requirement Please complete these forms and return them with your proposal. Failure to return these forms may disqualify your proposal.

- Attachment A – Contractor Certification
- Attachment B – Environmental Compliance and Safety Record Questionnaire
- Attachment C – HUB Certificate
- Attachment D – Conflict of Interest Questionnaire
- Attachment E – Subcontractor Listing Form
- Attachment F – Certificate Regarding Debarment
- Attachment G – Residence Certification
- Attachment H – Compliance with Federal and State Laws

**END OF SECTION**





# STAFF REPORT

**MEETING DATE:** February 3, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Mamun Yusuf

**AGENDA CAPTION:** Discuss and Consider RESOLUTION R2025-02-1237 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE AGREEMENT WITH PIPELINE ANALYSIS, LLC FOR CITYWIDE WASTEWATER FLOW MONITORING. Presented by: Mamun Yusuf, Director of Public Works

**Background Information**

Staff received a proposal from Pipeline Analysis, LLC. to assist the city in engineering services to perform a city-wide Infiltration/Inflow Analysis of the wastewater collection system for a fee in the amount of \$78,555.00.

**Budget Implications**

The funding of \$78,555 will come from the Engineering line item budget in the Water/Waste Water Fund \$78,555.00

**Operational Impact**

N/A

**Legal Review**

N/A

**Staff Recommendation**

Staff recommends approving resolution R2025-02-1237

**Supporting Documentation and Attachments**

EXHIBIT A  
ENGINEER'S SCOPE OF WORK

# Scope of Services

## Infiltration/Inflow Reduction

### Wastewater Flow Monitoring

Flow monitoring will be undertaken to establish wastewater flow during dry and wet weather conditions at key locations within the system. Data from the comprehensive flow monitoring will be used to evaluate the pipeline capacity at these key locations and prioritize areas of the system contributing to excessive infiltration/inflow. Using the existing sewer GIS, the following asset quantities were determined:

Mainline Gravity Sewer:	201,711 linear feet (38.2 miles)
Manholes and Mainline Cleanouts:	583

The following represents the project approach for the city-wide flow monitoring and infiltration/inflow assessment. Anticipated work tasks include:

**TASK 100      MOBILIZATION**

Mobilize project team and coordinate startup for each year of the program. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies. Review all relevant existing materials, previous reports, etc. developed for or by the City of Hutchins concerning this project, including, but not limited to, the following:

1. Previous studies of the collection system
2. Utilize approved asset numbering system

*To Be Provided by City:*

- Coordinate access for placement of equipment and personnel
- Electronic sanitary sewer system maps and manhole numbering system
- As-built drawings, sewer key maps, street plans, electronic aerial photographs if available and if requested

*Deliverables:*

1. Inclusion in final report of findings from this work task

**TASK 200 -TEMPORARY FLOW AND RAINFALL MONITORING**

To perform I/I analysis and establish the existing baseline capacity being used during dry and wet weather at key locations within the collection system, it will be necessary to obtain flow monitoring information during both dry and wet weather. Under ideal conditions, multiple events are recorded to establish the volume of extraneous water that enters the collection system. From this collected data, the inflow response for each storm event is determined. Information obtained during the monitoring period will be used to determine the following for each metering site:

- Average daily flow-dry weather

- Peak flow-dry weather
- Average daily flow-wet weather
- Peak flow-wet weather
- Total I/I volume

The primary meter site selections are determined based on the collection system geometry. It is estimated that six (6) flow meters (refer to attached Study Area map) that record flow depth and velocity will be used to obtain the necessary hydraulic information for subsequent analysis. By undertaking temporary flow monitoring, the existing hydraulic conditions can be determined. Each flow meter uses cellular telemetry to send collected data to the Pipeline Analysis server.

Flow monitoring would be undertaken for forty-five (45) consecutive days. The target start date should correspond to the historically highest probability of rainfall, which occurs in May, to optimize the probability of obtaining multiple storm events for analysis. The optimum period to flow monitor in Hutchins for 45 days would be the period April 15 – May 31, 2025.

Month	Hutchins Rainfall
Jan	2.00
Feb	2.50
Mar	2.90
Apr	3.20
May	4.20
Jun	3.20
Jul	1.60
Aug	1.80
Sep	2.50
Oct	3.70
Nov	2.90
Dec	2.60
Total	33.10

Continuously recording rainfall gauges are used to accurately measure rainfall intensity and duration throughout the monitoring period over the service areas. Analysis of the flow meter data for each rain event will establish the percentage of rainfall that entered the wastewater collection system.

Three (3) rainfall gauges will be installed during the flow monitoring period to correlate wastewater flows with rainfall intensity and duration. The rain gauges call into the Pipeline Analysis server daily, and the data analyst reviews operational and maintenance parameters.

### METER INSTALLATION, CALIBRATION AND DATA COLLECTION

Understanding the hydraulics of each proposed metering location will ensure that the site selection is appropriate and that the recorded data is accurate. Where flow hydraulics are poor due to abrupt changes in flow direction, large deposits of silt, restrictions, etc. a proposed meter location may be changed upstream or downstream to ensure proper hydraulic conditions to obtain accurate flow data.

The temporary flow meters proposed will utilize area/velocity technology. Both the Manning and continuity equations may be compared during analysis. Each flow meter will be calibrated in a hydraulic flume located at Pipeline Analysis’s office. In addition, a field calibration check will be performed following installation and periodically throughout the monitoring period. Calibration of each meter is a simple procedure consisting of independently verifying depth of flow and recorded velocity. The flow sensors will be secured to a steel mounting band that fits securely in the pipeline. The data logger for each site will be installed in the top of each manhole and the meter will be activated at user defined sampling intervals, typically 15 minutes. Telemetry to each site will be established by wireless data link and confirmed by data transmission to the project computer server. Routine maintenance and service will be undertaken to confirm normal operation. Software is used to review each meter’s status and sensor health. Crews will be dispatched to replace any malfunctioning equipment. Written logs of each site visit will be maintained and will be used to record date and time of visit, meter velocity and depth reading, corresponding independent velocity and depth reading, maintenance items such as battery voltage, etc.

Each continuously recording rainfall gauge will be installed and calibrated to ensure proper operation and recording. Rainfall gauges are of the tipping bucket type with wireless telemetry and accurately record rainfall to 0.01 inches. Rainfall gauges will be set to 5-minute sampling intervals. Maintenance logs will be prepared for each site visit and will show as a minimum the date, time, operational check, verification of recordings, and other applicable maintenance items such as battery voltage, etc.

#### INFILTRATION/INFLOW PRIORITIZATION PLAN FINAL REPORT

During and following completion of the flow and rainfall monitoring, Pipeline Analysis will analyze the gathered data and develop tabular and graphical summaries. Comparisons with any historical flow meter data will be reviewed. The impact of silt and debris will also be evaluated. Information obtained during the monitoring period will be used to determine the following for each site:

1. Dry Weather Average Daily Flow – A typical dry weather week, not impacted by rainfall, will be established. Velocity data will be compared to debris levels to analyze the scouring velocity necessary to prevent deposition in the lines. Discrete flows from each monitored sub-basin will be calculated.
2. Dry Weather Peak Flow – Peak flows during dry weather will be determined from the recorded data.
3. Wet Weather Average Daily Flow – Wet weather flows for each rainfall event will be analyzed to determine the percentage of rainfall that enters the collection system (also known as the leakiness factor). Comparing the storm event flow with the dry weather flows will establish the Rainfall Derived Infiltration/Inflow (RDII). This value will vary for each storm's duration and intensity. The discrete RDII for each sub-basin will be determined and will allow the ranking (prioritization) of each sub-basin by severity of RDII.
4. Wet Weather Peak Flow – Peak flow rates during wet weather are critical to the capacity analysis. Peaking ratios (Peak flow rate to average dry weather flow) will be compared for dry and wet weather.
5. Total I/I volume – The area under each storm event curve will be evaluated to establish the volume of rainfall induced infiltration/inflow. These values can then be normalized to establish the volume of RDII per inch of rainfall. Projections can then be made to determine the impact of RDII during a normal year.
6. A comparison of the collected data with the treatment plant flow records will be completed and results summarized in the final report.

Prepare and submit flow monitoring final report. The report will include the following sections:

- Executive Summary
- Description of tasks undertaken including methodologies
- Rainfall data
- Dry/Wet weather flows
- Conclusions and Recommendations
- All flow data, photographs, site sheets, GIS files and report narrative will be provided electronically.

Up to three (3) hard copies of final report will be provided, if requested.

## Project Schedule

The ENGINEER services shall be performed in a timely manner consistent with sound professional practices. ENGINEER will complete the work according to the project schedule:

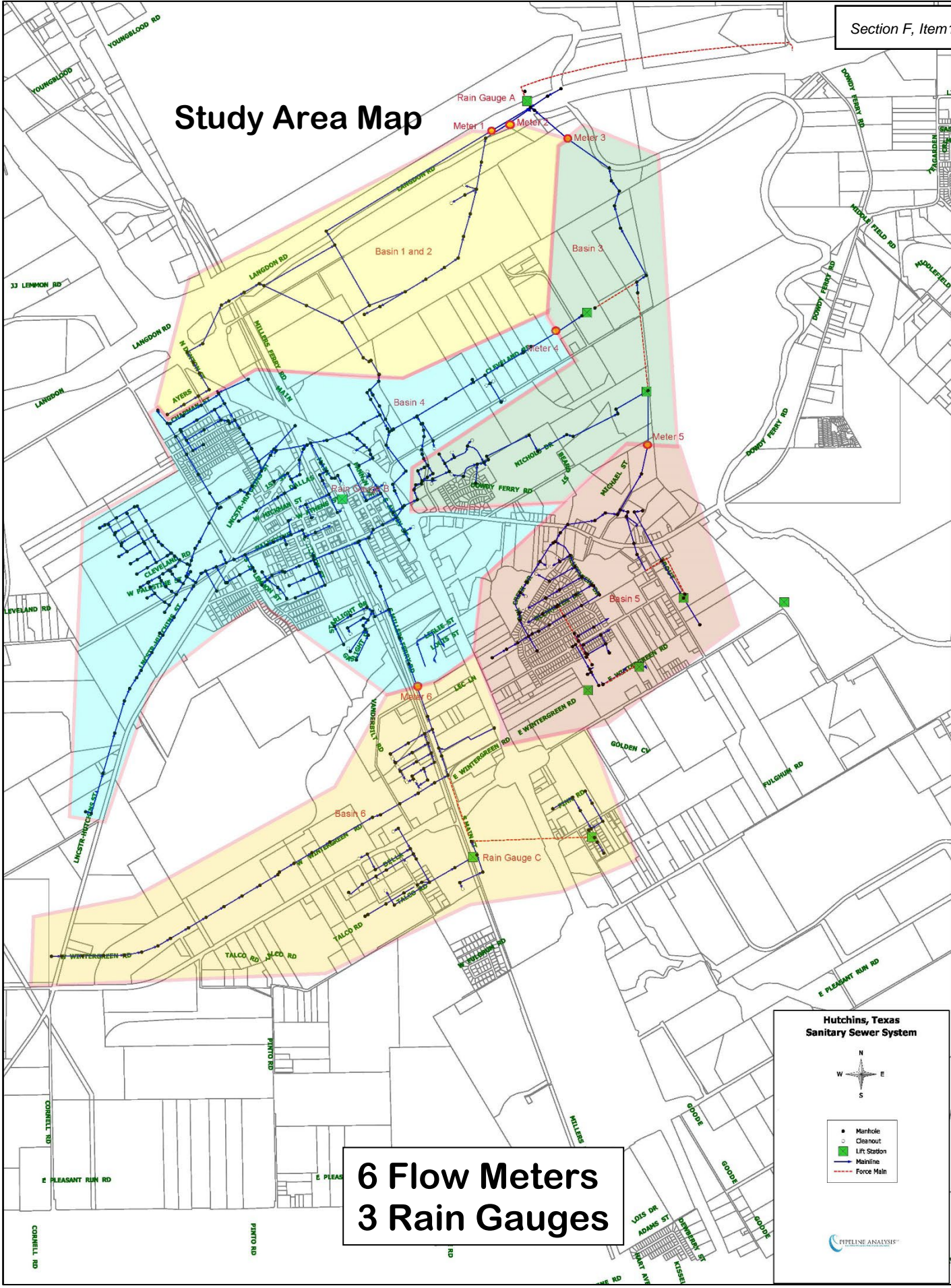
Task	Description	2025			
		Apr	May	Jun	Jul
100	Mobilization/Demobilization				
200	Review, Site Inspections and Installation				
	a. Flow & Rain Gauge Meter Site Inspections				
	b. Flow Meter Installation/calibration				
	c. Rain Gauge Installation				
300	Temporary Flow and Rainfall Monitoring				
	a. Temporary Flow Monitoring - 6 sites x 45 days				
	b. Temporary Rain Monitoring - 3 sites x 45 days				
400	Flow Data Analysis				
500	Admin., Project Mgt, Final Report				

## Fee Schedule

Partial fee payments will be applied for at monthly intervals, based upon statements which reflect the percentage of work completed for the various items listed under Scope of Services. These statements shall be prepared by the ENGINEER and must be verified and approved by the City of Hutchins. The total fee for professional services presented in the scope of services shall not exceed \$78,555.00 without written approval of the City of Hutchins.

Task	Description	Estimated Quantity	Unit Price	Total
100	Mobilization/Demobilization	L.S.	L.S.	\$3,600.00
200	Review, Site Inspections and Installation			
	a. Flow & Rain Gauge Meter Site Inspections	L.S.	L.S.	\$4,690.00
	b. Flow Meter Installation/calibration	6	\$1,470.00	\$8,820.00
	c. Rain Gauge Installation	3	\$500.00	\$1,500.00
300	Temporary Flow and Rainfall Monitoring			
	a. Temporary Flow Monitoring - 6 sites x 45 days	270	\$ 165.00	\$44,550.00
	b. Temporary Rain Monitoring - 3 sites x 45 days	135	\$ 27.00	\$3,645.00
400	Flow Data Analysis	L.S.	L.S.	\$4,880.00
500	Admin., Project Mgt, Final Report	L.S.	L.S.	\$6,870.00
Total Not To Exceed				\$78,555.00

# Study Area Map



**6 Flow Meters**  
**3 Rain Gauges**

**Hutchins, Texas  
Sanitary Sewer System**

N  
W —+— E  
S

- Manhole
- Cleanout
- Lift Station
- Mainline
- - - Force Main

PIPELINE ANALYSIS™

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R 2025-1237**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING THE PROPOSAL RECEIVED TO ASSIST THE CITY IN ENGINEERING SERVICES TO PERFORM A CITY-WIDE INFILTRATION/INFLOW ANALYSIS OF THE WASTEWATER COLLECTION SYSTEM; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PIPELINE ANALYSIS, LLC, IN AN AMOUNT NOT TO EXCEED \$78,555.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS** the City accepted the proposal for engineering services to perform a city-wide Infiltration/Inflow Analysis of the wastewater collection system (“the “Project”); and

**WHEREAS** the City has accepted the proposal of Pipeline Analysis, LLC for the Project; and

**WHEREAS** the City Council of the City of Hutchins finds it in the best interest to the residents and businesses of the City of Hutchins to accept the proposal of Pipeline Analysis, LLC, for the Project in an amount not to exceed \$78,555.00.

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

**SECTION 1.** The City, acting through its governing body, hereby confirms that it accepts the proposal received by the City’s Department of Public Works on January 17, 2025.

**SECTION 2.** The City, acting through its governing body, hereby confirms that it awards the Project to Pipeline Analysis, LLC, at the submitted proposal of \$78,555.00 as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

**SECTION 4.** For and on behalf of the City Council, the City Administrator is hereby authorized to negotiate and execute a contract with Pipeline Analysis, LLC, in the amount not to exceed \$78,555.00 for the Project.

**SECTION 5.** This Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 3<sup>rd</sup> day of February 2025.

CITY OF HUTCHINS, TEXAS

---

Mario Vasquez, Mayor

ATTEST:

---

Cynthia Olguin, City Secretary

**EXHIBIT "A"**  
Pipeline Analysis, LLC Proposal



a licensed engineer or registered architect, the Professional shall perform the services: (i) with the skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 Information/Confidentiality. City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in strict confidence all information with respect to the Project which is furnished to Professional by City in confidence, and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the consulting services for the Project.

2.5 Deliverables. All files, documents, data, and other information generated under this Agreement, of any nature whatsoever furnished by, or developed by Professional, shall be and remain the property of City.

2.6 Conflict of Interest. Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

**Article III  
Schedule of Work**

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

**Article IV  
Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the

rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

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

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Professional shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

**Article VI**  
**Miscellaneous**

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

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

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; 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.

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

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to

such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

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

With a copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager  
& Smith, L.L.P.  
500 North Akard  
1800 Ross Tower  
Dallas, Texas 75201  
Phone: (214) 965-9900

If intended for Professional:

Pipeline Analysis, LLC  
Attn: Mattie A. Engels  
1115 Main Street  
Garland, Texas 75040  
Phone: (972) 479-0655

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage; policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
  
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of

subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform the City of Hutchins.
- (c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform the City of Hutchins of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this Agreement.

6.12 Indemnification. **PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM PROFESSIONAL'S NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).**

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

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

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

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

6.15 Boycott Israel: Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and firearm Trade Associations.

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

6.16 Lone Star Infrastructure Protection Act Verification. If under this Agreement, Professional is granted direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Professional verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature Regular Session), that neither Professional, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional, nor any of its sub-contractors (i) is owned

or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code. The term "critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

6.17 Anti-Terrorism Verification. Professional hereby represents and warrants that at the time of this Agreement neither Professional, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a Company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code. For purposes of this paragraph, "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

*(Signature Page to Follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

City Of Hutchins, Texas

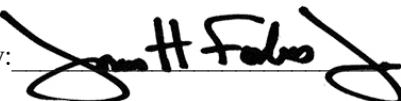
By: \_\_\_\_\_  
James W. Quin, City Administrator

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney

**EXECUTED** this 17<sup>th</sup> day of January, 2025.

Pipeline Analysis, LLC

By:   
Name: James H. Forbes, Jr., P.E.

Title: President





# STAFF REPORT

---

<b>MEETING DATE:</b>	February 3, 2025
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	S. Hickson, Fire Chief
<b>AGENDA CAPTION:</b>	Emergency Alerting System for Station 2. Presented by Stacey Hickson, Fire Chief

---

**Background Information:**

Requesting to have Emergency Alerting System installed at Station 2 so we can have both stations on the same system. The alerting system will allow fire personnel to see the address on a screen as well as being dispatched by the same system as Station 1.

**Budget Implications:**

Cost of system is \$31,013.18 which was approved in the 24/25 budget.

**Operational Impact:**

Will allow both fire stations to be on the same alerting system.

**Legal Review**

N/A

**Staff Recommendation:**

Staff recommends approval of this system.

**Supporting Documentation and Attachments**

Attached



**US DIGITAL DESIGNS**  
by Honeywell

Quotation to:

**The City of Hutchins, TX  
Hutchins Fire Department**

Project:

**G2 Fire Station Alerting System  
One (1) Station System for Fire Station 2**

Proposal number:

**TX\_HTNS005**

Revision #

**3**

**HGAC Contract  
#EC07-23**

Quote Date:

**15-Nov-2024**

Quote Expires:

**13-Feb-2025**

INSTALLATION BY:

**RC Security  
Robert Kreamer**

By:

**Jeff King**

Regional Territory Manager

**US Digital Designs, Inc.**

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1730 direct

513-667-7770 mobile

[jeff.king@honeywell.com](mailto:jeff.king@honeywell.com)

[This Proposal is subject to corrections due to Errors or Omissions]

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281  
 877-551-8733 tel 480-290-7892 fax

# QUOTE

DATE: 11/15/2024  
 Expires: 2/13/2025

Quote SUBMITTED TO:  
**The City of Hutchins, TX**  
**Hutchins Fire Department**

**REF PROPOSAL**  
**TX\_HTNS005 v3 STATION-LEVEL**

## STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_HTNS.BOTH STATIONS.FSA.2022.04.01.pdf

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ 113.85
SP8c	Ea	USDD	2	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,881.25	\$ 1,693.13	\$ 3,386.25

STATION SYSTEM SERVICES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SS1	Ea	USDD	0	Station Installation (Installation by RC Security)	ST-INST	\$ 7,359.44	\$ 6,623.50	\$ -
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,131.40	\$ 1,918.26	\$ 1,918.26
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 913.46	\$ 822.11	\$ 822.11
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 456.73	\$ 411.05	\$ 411.05
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 45.67	\$ 41.11	\$ 41.11

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,044.85	\$ 2,740.37	4110.5475 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,044.85	\$ 2,740.37	\$ -	

<b>STATION 02</b>	<b>System:</b>	<b>\$ 30,596.18</b>
	<b>Shipping:</b>	<b>\$ 417.00</b>
	<b>Warranty &amp; Support:</b>	<b>\$ -</b>
	<b>Miscellaneous (if applicable)</b>	<b>\$ -</b>
	<b>STATION SUBTOTAL:</b>	<b>\$ 31,013.18</b>

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

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

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

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281  
 877-551-8733 tel 480-290-7892 fax

# QUOTE

DATE: #####  
 Expires: #####

Quote SUBMITTED TO:  
**The City of Hutchins, TX**  
**Hutchins Fire Department**

**REF PROPOSAL**  
**TX\_HTNS005 v3**

## Section Totals

<b>SECTION TOTALS</b>	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
<b>PRIMARY-DISPATCH-LEVEL SUBTOTAL</b>	-
<b>Notes:</b> No (0) Dispatch Center System currently proposed/included. No backup/disaster-recovery dispatch systems have been requested or assumed/included in this proposal.	
<b>STATION-LEVEL SUBTOTAL</b>	<b>31,013.18</b>
<b>Includes:</b>	
STATION 02 SYSTEM:	31,013.18
STATION 02 WARRANTY & SUPPORT:	-
STATION 02 MISC.:	-
<b>Notes:</b> One (1) Station System currently included in this proposal, with installation by RC Security.	
<b>US Digital Designs System Total: \$ 31,013.18</b>	

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

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

## **TERMS AND CONDITIONS OF USDD PRODUCT SALES**

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

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

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

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

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

### **PAYMENT.**

- 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys’ fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
- 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
- 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
- 4.4. **Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual any purchase of the Products listed thereon will be facilitated using subject to USDD’s standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

### **SURCHARGES.**

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

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

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

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

**SHIPPING/DELIVERY/RISK OF LOSS.**

- 8.1. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. **Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. **Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. **Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

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

- 9.1. **Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "Defects") for 12 months from the date of shipment to Customer ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

**9.2. Product Defects.** If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.

**9.3. Procedure for Warranty Claims.**

**9.3.1.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

**9.3.2.** Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated with shipping any Product to USDD for repair. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.

**9.4. Return Material Authorization Process.** If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.

**9.5. No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.

**9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.**

**9.6.1.** USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.

**9.6.2.** USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.

**9.6.3.** USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.

**9.6.4.** USDD cannot warrant nor support any system not using USDD-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

**9.6.5.** This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

**LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

**SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

**SOFTWARE PRODUCTS.** All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "**Software**") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "**License**"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

**INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "Intellectual Property" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

**REMOTE ACCESS TO THE SYSTEM.**

- 14.1. Remote Access.** USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("**Customer Support**") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

**GOVERNING LAW.** This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

**DISPUTE RESOLUTION/ARBITRATION.** Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

**FORCE MAJEURE.** Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

**ACCEPTANCE OF TERMS.** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

**SEVERABILITY.** In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

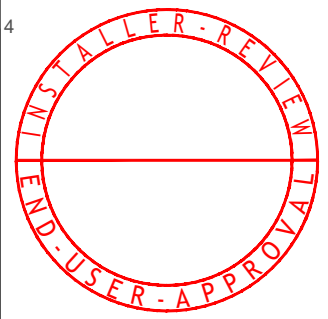
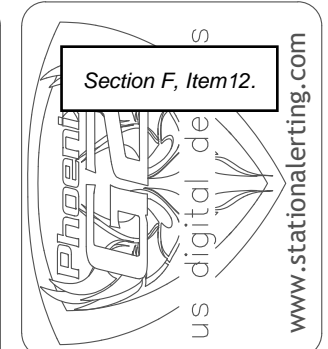
**WAIVER.** The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

**NO JOINT VENTURE.** The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

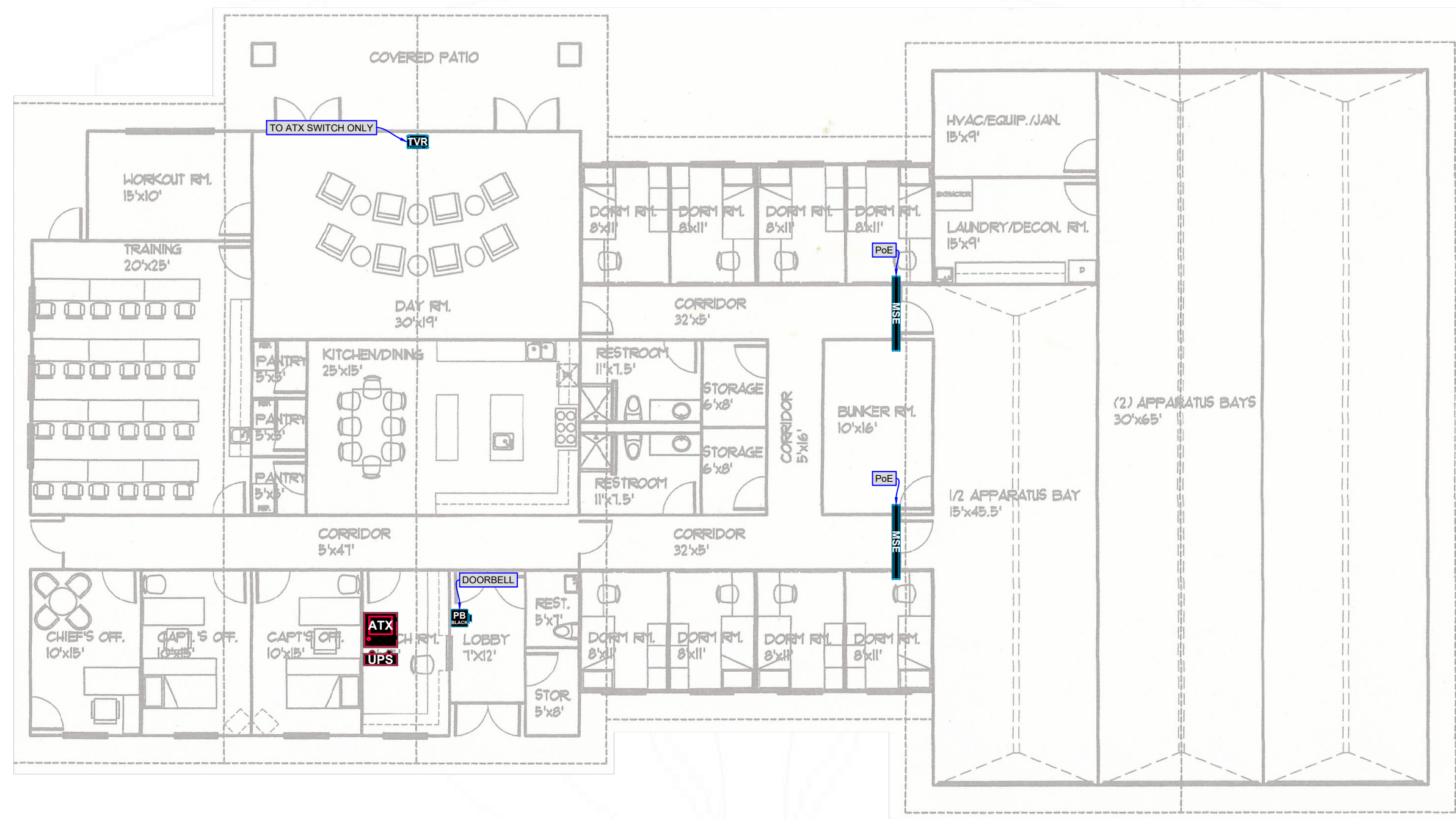
**THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.**

US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 HDTV REMOTE
2	G2 MESSAGE SIGN EXTENDED (MS-G2-E)
1	G2 UPS (G2-UPS)
1	PUSH BUTTON (BLACK)

POE PORTS REQUIRED ON ATX	
Count	Name
2	G2 PoE PORT REQUIRED



**SIGNATURE REQUIRED**  
 END-USER APPROVES STATION DESIGN FOR PURPOSES OF OBTAINING QUOTE. INSTALLER CONFIRMS DESIGN ALIGNS WITH SITE CONDITIONS. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)



SYMBOL	DESCRIPTION
	G2 I/O REMOTE
	G2 MESSAGE REMOTE 2
	G2 ROOM REMOTE 2
	G2 HDTV REMOTE
	G2 COLOR INDICATOR REMOTE
	PUSH BUTTON - RED
	PUSH BUTTON - BLACK
	G2 VIDEO DOOR STATION
	G2 LOCAL AREA REMOTE
	G2 STROBE LIGHT
	OEM TRANSFORMER
	G2 OMNIALERT STROBE SPEAKER
	G2 LED SPEAKER, FLUSH MOUNT
	G2 LED SPEAKER, METAL BOX
	SPEAKER, WEATHER-PROOF
	SPEAKER, FLUSH MOUNT
	SPEAKER, METAL BOX
	G2 MESSAGE SIGN (MINI 12")
	G2 MESSAGE SIGN (STANDARD 24")
	G2 MESSAGE SIGN (EXTENDED 36")
	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

SYMBOL	DESCRIPTION
	G2 ATX STATION CONTROLLER
	G2 EXPANSION MODULE
	G2-UNINTERRUPTIBLE POWER SUPPLY
	OEM AMPLIFIER

**INSTALLER NOTES:**

- INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.
- INSTALLER TO COORDINATE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP).**
- INSTALLER TO PROVIDE CAT6 & 18/4 CABLES FROM ATX CONTROLLER TO CUSTOMER'S STATION RADIO FOR BACKUP.
- INSTALLER TO PROVIDE CAT6 CABLE FROM ATX CONTROLLER WAN OUTPUT TO CUSTOMER'S IN-STATION NETWORK.
- INSTALLER TO COORDINATE CONNECTION BETWEEN EXISTING STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE WITH OWNER. (IF APPLICABLE)
- VOLUME CONTROL TO BE PROVIDED BY OWNER OR INSTALLER IF SHOWN ON DRAWING.
- INSTALLER TO VERIFY AND CONSIDER LOCATION(S) OF NETWORK AND RADIO CONNECTIONS.

**PoE** = G2 ATX Power-over-Ethernet (PoE) ports 1...8 and G2 Expansion Module ports 1...12  
**A.n** = G2 ATX Amplifier 1...4    **EA.n** = G2 External Amplifier 1...n    **CH.n** = G2 Message Remote 2 Channel 1 or 2

**NOTES:**

- SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
- US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
- US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
- PHOENIX G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS, (EXHAUST, LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION WHICH IS THE EXCLUSIVE PROPERTY OF US DIGITAL DESIGNS, INC. REPRODUCTION, DISTRIBUTION OR USE BY OTHERS, IN WHOLE OR IN PART, IS NOT PERMITTED WITHOUT THE WRITTEN AUTHORIZATION FROM US DIGITAL DESIGNS, INC.

project **HUTCHINS FIRE RESCUE, TX**

building **STATION 2**

address **1525 EAST WINTERGREEN ROAD, HUTCHINS, TEXAS 75141**

file **USDD.TX\_HTNS.FS02.FSA.DWG**

date **5/26/2022 - 9:43AM** design by **PD**



# STAFF REPORT

**MEETING DATE:** February 3, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Maria Joyner

**AGENDA CAPTION:** Discuss and consider a request to extend part-time/temporary support staff in the Utility Billing Division.

Presented by: Maria Joyner, Director of Finance

**Background Information**

The Front Desk area of City Hall is experiencing a prolonged staff shortage. Staff is requesting a three month extension for the part-time/temporary support staff to cover the period of February 3 through May 2, 2025. This position will continue to assist with supporting the administrative functions of the Finance Department and provide entry-level work for utility billing while providing excellent customer service at the front desk of City Hall.

**Budget Implications**

The impact on the budget would be \$9,750 (plus FICA & Medicare). This would cover the cost of a part-time employee working 30 hours per week at \$25.00 per hour through May 2, 2025, or until the \$9,750 is expended.

This cost will be funded from the Water Fund Balance.

**Staff Recommendation**

Staff recommends approval of the extension of the part-time/temporary support staff.



# STAFF REPORT

**MEETING DATE:** February 3, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Cynthia Olguin, City Secretary

**AGENDA CAPTION:** Discuss and consider a request for part-time/temporary support staff in the City Secretary’s office. Presented by Cynthia Olguin

**Background Information**

To prepare for the new city hall move, the City Secretary's Office has started a records review and update project that will also include amending the city's records management program. The amendments will include the implementation of an efficient electronic record keeping system and repository. I am requesting approval to hire temporary part-time staff to help with this time sensitive project.

The support staff will help with several critical tasks, including:

- Inventory of on-site and off-site archived boxes
- Reviewing and preparing destruction schedules
- Routing destruction approvals to department heads
- Scheduling the destruction of records as necessary
- Assisting with records management policy review and revisions
- Creating repository file outlines (digital filing system)

**Operational Impact**

This project must be completed in accordance with the Local Government Code Records Act and the schedules approved by the Texas State Library and Archives Commission for local government bodies.

**Budget Implications**

The impact on the budget would be \$9,750 (plus FICA & Medicare). This would cover the cost of a part-time employee working 30 hours per week through February 10, 2025, or until \$9,750 is expended.

Budget funding for the Laserfiche and digital records management and repository project was approved in the FY2024-2025 Budget.

**Staff Recommendation**

Staff recommends approval.

# RECORDS MANAGEMENT

LOCAL GOVERNMENT CODE –  
Duties and Responsibilities of  
Governing Body

**Section 203.021. DUTIES AND RESPONSIBILITIES OF GOVERNING BODY**

The governing body of a local government, including a commissioners court with regard to nonelective county offices, shall:

- (1.) establish, promote, and support an active and continuing program for the efficient and economical management of all local government records;
- (2.) cause policies and procedures to be developed for the administration of the program under the direction of the records management officer;
- (3.) facilitate the creation and maintenance of local government records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures, and essential transactions of the local government and designed to furnish the information necessary to protect the legal and financial rights of the local government, the state, and persons affected by the activities of the local government;
- (4.) facilitate the identification and preservation of local government records that are of permanent value;
- (5.) facilitate the identification and protection of essential local government records; and
- (6.) cooperate with the commission in its conduct of statewide records management surveys.

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

# City of Hutchins Records Management

---

1. November 26, 1990, the Hutchins City Council adopted Ordinance 550 establishing the city's Records Management Program.
2. §1.07.004 “It is declared to be the policy of the City of Hutchins to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all Municipal Government...”
3. §1.07.005 Designation of the City Secretary, and the successive holders of said office, as Records Management Officer for the City of Hutchins.

## ARTICLE 1.07 RECORDS MANAGEMENT

- § 1.07.001 Definition of municipal government records.
- § 1.07.002 Additional definitions.
- § 1.07.003 Municipal government records declared public property.
- § 1.07.004 **Policy.**
- § 1.07.005 **Designation of records management officer.**
- § 1.07.006 Establishment of records management committee.
- § 1.07.007 **Records management plan development, approval and authority.**
- § 1.07.008 **Duties of records management officer.**
- § 1.07.009 Duties and responsibilities of department heads.
- § 1.07.010 Designation of records liaison officers.
- § 1.07.011 Duties and responsibilities of records liaison officers.
- § 1.07.012 **Records control schedules, development and approval; filing with state.**
- § 1.07.013 **Implementation of records control schedules; destruction of records under schedule.**
- § 1.07.014 Destruction of unscheduled records.
- § 1.07.015 Records center.
- § 1.07.016 Micrographics.



# Electronic Records Management

---

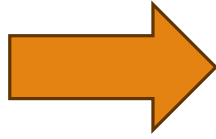
Texas Administrative Code Title 13, Chapter 7, Standards and Procedures for Management of Electronic Records

§7.73. Policies and Procedures.

(a) Local government records management officers, in conjunction with the governing body, shall approve and institute written policies and procedures that communicate the organization's approach for electronic records management practices that ensure electronic records maintain and retain reliability, usability, integrity, and authenticity.

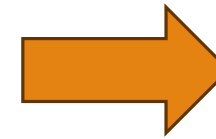
## INVENTORY PROCESS

- Inventory all records
- Review department needs to include:
  - destruction
  - off site storage
  - on site storage
  - permanent storage
  - Historical records



## AMENDED POLICY REVIEW AND APPROVAL

- Convene Records Management Committee
- Amend the Records Management Policy to include ***“written policies and procedures that communicate the organization's approach for electronic records management practices”***. \*
- Submit Ordinance amendment to council for approval



## TSLAC REVIEW AND APPROVAL

- Submit documents for approval to Texas State Library and Archives Commission
  - Form SLR 208 Declaration of Certification for Electronic Records
  - Ordinance approved by council for Records Management Policy Amendments to include Electronic Records Storage

\*Texas Administrative Code Title 13, Chapter 7, Standards and Procedures for Management of Electronic Records

## Part 2: Local Government Certification

As records management officer, I understand I shall assist in establishing and developing policies and procedures for the records management program for the local government and ensure compliance with duties of records management officer (LGC §203.023), Electronic Standards and Procedures (LGC §205.002); and Microfilming Standards and Procedures (LGC §204.002).



### Form SLR 508 – Declaration of Compliance with the Records Scheduling Requirement of the Local Government Records Act

#### Part 1: Records Management Officer (RMO) Contact

**CAUTION:** Before filling out this form, make sure the records management policy approved by your governing body under Local Government Code (LGC) §203.026 designates your position as the Records Management Officer (RMO). If the position or person designated as RMO in the policy has changed, submit a new policy with this form.

RMO Name:		Local Government Name:	
RMO Title and Position Designated in Policy:		Mailing Address:	
Business Email Address:	Phone Number:	City:	Zip Code:
<input type="checkbox"/> Please subscribe me to The Texas Record blog for news and training information. <a href="https://www.tsl.texas.gov/slr/blog/">https://www.tsl.texas.gov/slr/blog/</a>			

#### Part 2: Local Government Certification

As records management officer, I understand I shall assist in establishing and developing policies and procedures for the records management program for the local government and ensure compliance with duties of records management officer (LGC §203.023), Electronic Standards and Procedures (LGC §205.002); and Microfilming Standards and Procedures (LGC §204.002).

I hereby declare records control schedules have been prepared for all records as required by LGC §203.041(a). I certify the schedules comply with the minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission (as checked below) and no retention period on the records control schedules is less than a retention period prescribed by a state or federal law, regulation, or rule of court.

I declare this local government complies with the following retention schedules:

<input checked="" type="checkbox"/> Schedule GR (Records Common to All Governments)	<input type="checkbox"/> Schedule LC (Justice and Municipal Courts Records)
<input type="checkbox"/> Schedule CC (Records of County Clerks)	<input type="checkbox"/> Schedule PS (Records of Public Safety Agencies)
<input type="checkbox"/> Schedule DC (Records of District Clerks)	<input type="checkbox"/> Schedule PW (Records of Public Works and Services)
<input type="checkbox"/> Schedule EL (Elections & Voter Registration Records)	<input type="checkbox"/> Schedule SD (Records of Public School Districts)
<input type="checkbox"/> Schedule HR (Records of Public Health Agencies)	<input type="checkbox"/> Schedule TX (Records of Property Taxation)
<input type="checkbox"/> Schedule JC (Records of Public Junior Colleges)	<input type="checkbox"/> Schedule UT (Records of Utility Services)

RMO Signature:	Date:

**For use by Texas State Library and Archives Commission Staff Only**

This Declaration of Compliance has been accepted for filing:

- pursuant to Local Gov. Code §§203.025 and 203.041(a)(2). A record appearing on a valid records control schedule may be disposed of at the expiration of its retention period without additional notice to the director and librarian as described in §202.001(a)(1), subject to the provisions of §203.041(d)
- subject to the conditions stated in the accompanying letter.

Name:	Title:	Signature:	Date:
Megan Carey	RMA Manager		



## OFF SITE STORAGE SHED AT OLD PD

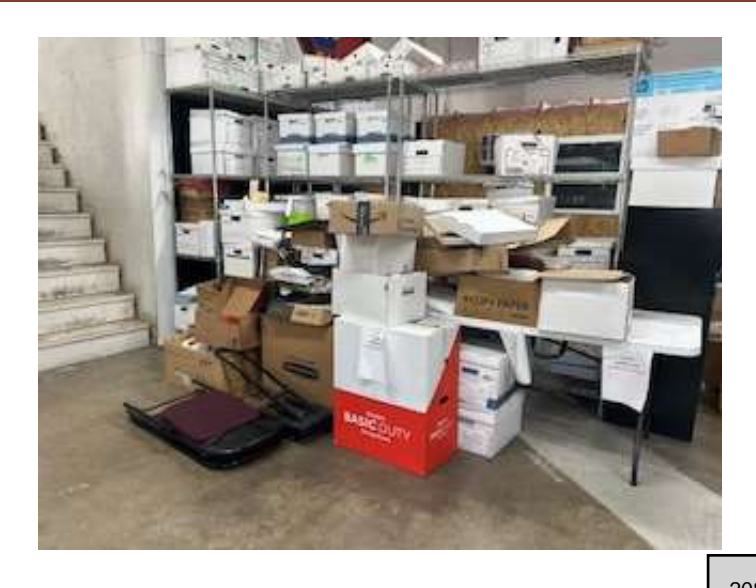
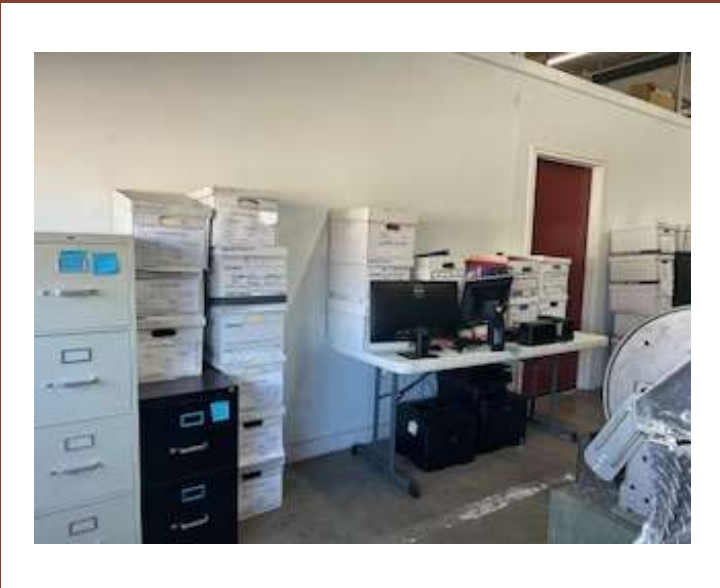
115+ boxes ready for destruction  
18+ boxes and plans ready for  
relocation



**OLD PD RECORDS  
STORAGE ROOM**

52 boxes ready for destruction or relocation







# STAFF REPORT

---

<b>MEETING DATE:</b>	February 3, 2025
<b>MEETING TYPE:</b>	City Council Regular Meeting
<b>SUBMITTED BY:</b>	Katherine Lindsey
<b>AGENDA CAPTION:</b>	Discuss and consider Resolution R2025-02-1238 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTCHINS AND REGION VIII EDUCATION SERVICE CENTER TO PARTICIPATE IN THE INTERLOCAL PURCHASING SYSTEM (TIPS). Presented by Katherine Lindsey

---

## **Background Information**

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for such services is granted under Texas Government Code §§ 791.001 et seq as amended. Cooperative Purchasing Services are extended to all Texas State, City and County Government Agencies. One such service is The Interlocal Purchasing System (TIPS) with the Region 8 Education Service Center located in Camp County, Texas. There is no cost to becoming a member. Being a member would allow the City to make purchases based on existing contracts that have been deemed competitive enough to where the City would not have to go to bid. The system operates similarly to BuyBoard, which the City is already a part of.

## **Budget Implications**

There is no cost associated with adopting the Resolution.

## **Operational Impact**

Becoming a member of TIPS would speed purchasing processes and help ensure the City is paying competitive rates for products and services.

## **Legal Review**

The agreement and Resolution have been approved by the City Attorney.

## **Staff Recommendation**

Staff recommends that the Council adopts the Resolution to become a member of The Interlocal Purchasing System.

## **Supporting Documentation and Attachments**

1. Resolution
2. Interlocal Agreement

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R2025-02-1238**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTCHINS AND REGION VIII EDUCATION SERVICE CENTER TO PARTICIPATE IN THE INTERLOCAL PURCHASING SYSTEM (TIPS).**

**WHEREAS**, the City Council of the City of Hutchins, pursuant to the authority granted by TEX. GOV'T CODE § 791.001, et seq, desires to participate in the TIPS Purchasing Cooperative offered by Region VIII Education Service Center, and in the Opinion that participating in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

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

**SECTION 1.** The City of Hutchins requests a stated need for participation in The Interlocal Purchasing System (TIPS) whereby the City Administrator is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of the City of Hutchins.

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

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

\_\_\_\_\_  
Mario Vasquez, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary

DRAFT

**AN INTERLOCAL AGREEMENT Between  
Region 8 Education Service Center and a  
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT  
(School, College, University, State, City, County, or Other Political Subdivision)**

\_\_\_\_\_  
TEXAS PUBLIC ENTITY NAME

\_\_\_\_\_  
Control Number (TIPS will Assign)  
Schools enter County-District Number

Region 8 Education Service Center  
Pittsburg, Texas

225 - 950  
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the “Agreement”) is effective \_\_\_\_\_ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

**Roles of the TIPS Purchasing Cooperative:**

- ✓ Provide for the organizational structure of the program.
- ✓ Provide staff for efficient operation of the program.
- ✓ Promote marketing of the TIPS Program.
- ✓ Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- ✓ Provide members with procedures for placing orders through TIPS PO System.
- ✓ Maintain filing system for Due Diligence Documentation.
- ✓ Collect fees from vendors to support the costs of operations of TIPS.

**Role of the Public Entity:**

- ✓ Commit to participate in the program by an authorized signature on membership forms.
- ✓ Designate a Primary Contact and Secondary Contact for entity.

- ✓ Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- ✓ Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).
- ✓ Accept shipments of products ordered from Awarded Vendors.
- ✓ Process Payments to Awarded Vendors in a timely manner.

**General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

**Authorization:**

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered

into an Agreement to provide cooperative purchasing opportunities to public agencies. This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Member Entity:**

**Purchasing Cooperative Lead Agency:**

**Region 8 Education Service Center**

\_\_\_\_\_  
**Entity or District Name**

By: \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Authorized Signature

Dr. David Fitts  
Title: Executive Director Region 8 ESC

\_\_\_\_\_  
Date

**Public Entity Contact Information**

\_\_\_\_\_  
Primary Purchasing Person Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Primary Person Email Address

\_\_\_\_\_  
Secondary Person Name

\_\_\_\_\_  
Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to tips@tips-usa.com.



# STAFF REPORT

<b>MEETING DATE:</b>	February 3, 2025
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Katherine Lindsey, Assistant to the City Administrator
<b>AGENDA CAPTION:</b>	Discuss and act on Resolution No. R2025-02-1239 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, MODIFYING THE DESIGNATION OF THE ANIMAL SHELTER LOCATED AT 205 WEST HICKMAN STREET, HUTCHINS, TEXAS 75141 FROM TEMPORARY TO PERMANENT. This item was placed on the agenda by Mayor Vasquez.

**Background Information**

On Monday, August 5, 2024, the City Council directed staff to renovate the old police building into a temporary animal shelter and authorized the City Administrator to spend an amount not to exceed \$147,232. On Tuesday, January 21, 2025, the City Council conducted a walk through of the temporary Animal Shelter. Subsequently, Mayor Vasquez requested that the item be placed on the agenda for considering changing the temporary animal shelter to permanent.

**Budget Implications**

NA

**Operational Impact**

NA

**Legal Review**

The City Attorney approved the resolution.

**Staff Recommendation**

NA

**Supporting Documentation and Attachments**

1. Resolution
2. Building Improvements Summary and Resolution No. R2024-08-1208
3. Renovation Photos

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R2025-02-1239**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, MODIFYING THE DESIGNATION OF THE ANIMAL SHELTER LOCATED AT 205 WEST HICKMAN STREET, HUTCHINS, TEXAS 75141 FROM TEMPORARY TO PERMANENT.**

**WHEREAS**, on August 5, 2024, the City Council of the City of Hutchins directed City staff to renovate the old police building located at 205 West Hickman Street, Hutchins, Texas to serve as an animal shelter; and

**WHEREAS**, the animal shelter was intended to be temporary; and

**WHEREAS**, the City Council deems it in the best interest of the City of Hutchins to give the animal shelter permanent designation.

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

**SECTION 1.** The animal shelter located at 205 West Hickman Street, Hutchins, Texas 75141 will serve as the permanent animal shelter for the City of Hutchins.

**SECTION 2.** 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 February 2025.

\_\_\_\_\_  
Mario Vasquez, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary  
(01-27-2025: 4918-5900-0851, v. 1)

**ANIMAL SHELTER BUILDING IMPROVEMENTS SUMMARY  
AS OF 01-21-2025**

TOTAL EXPENDITURES	\$ 134,088.40
BUDGET	\$ 147,232.00
<b>UNDER (OVER) BUDGET</b>	<b><u>\$ 13,143.60</u></b>

## ANIMAL SHELTER BUILDING IMPROVEMENTS AS OF 01-21-2025

JE #	JE Date	Description	Amount	Check	Vendor	Vendor Name
		2024 Expenditures	\$ 28,657.00			
250019	10/25/2024	Accrue AP Invoices 10/25/24	\$ 2,950.00	82428	100218	High Stakes Construction, LLC
250019	10/25/2024	Accrue AP Invoices 10/25/24	\$ 6,836.25	82440	100714	Ron Hobbs Architecure
250019	10/25/2024	Accrue AP Invoices 10/25/24	\$ 2,981.00	82443	100790	Texas Manhole Company
250019	10/25/2024	Accrue AP Invoices 10/25/24	\$ 6,525.00	82444	100792	J-N Fence Company
250080	11/07/2024	Accrue AP Invoices - 11/07/24	\$ 2,550.00	82520	100799	Watson's Roofing and Construct
250154	11/20/2024	Accrue AP Invoices - 11/20/24	\$ 67.31	82584	37920	HOME DEPOT CREDIT SERVICES
250154	11/20/2024	Accrue AP Invoices - 11/20/24	\$ 136.36	82584	37920	HOME DEPOT CREDIT SERVICES
250154	11/20/2024	Accrue AP Invoices - 11/20/24	\$ 633.52	82605	100782	Texas Electrical
250255	12/12/2024	Accrue AP Invoices - 12/12/24	\$ 5,550.00	82698	100799	Watson's Roofing and Construct
250302	12/20/2024	Accrue AP Invoices 12/20/24	\$ 23.98	82719	37920	HOME DEPOT CREDIT SERVICES
250302	12/20/2024	Accrue AP Invoices 12/20/24	\$ 254.35	82719	37920	HOME DEPOT CREDIT SERVICES
250302	12/20/2024	Accrue AP Invoices 12/20/24	\$ 46.74	82719	37920	HOME DEPOT CREDIT SERVICES
250346	01/03/2025	Accrue AP Invoices 01/03/25	\$ 176.00	82771	4867	FIRST BANKCARD
250346	01/03/2025	Accrue AP Invoices 01/03/25	\$ 410.09	82798	100426	Amazon
250346	01/03/2025	Accrue AP Invoices 01/03/25	\$ 69.88	82798	100426	Amazon
250346	01/03/2025	Accrue AP Invoices 01/03/25	\$ 21,153.00	82813	100809	TJ's Professional Painting
250408	01/16/2025	Accrue AP Invoices - 1/16/25	\$ 859.93	82839	79530	Staples Advantage
250408	01/16/2025	Accrue AP Invoices - 1/16/25	\$ 557.34	82857	100426	Amazon
250408	01/16/2025	Accrue AP Invoices - 1/16/25	\$ 228.97	82857	100426	Amazon
250408	01/16/2025	Accrue AP Invoices - 1/16/25	\$ 451.99	82857	100426	Amazon
250408	01/16/2025	Accrue AP Invoices - 1/16/25	\$ 57.98	82839	79530	Staples Advantage
250408	01/16/2025	Accrue AP Invoices - 1/16/25	\$ 2,945.00	82848	100140	Riddell Plumbing, Inc
250408	01/16/2025	Accrue AP Invoices - 1/16/25	\$ 3,000.00	82848	100140	Riddell Plumbing, Inc
250408	01/16/2025	Accrue AP Invoices - 1/16/25	\$ 2,000.00	82848	100140	Riddell Plumbing, Inc
250408	01/16/2025	Accrue AP Invoices - 1/16/25	\$ 113.90	82857	100426	Amazon
250408	01/16/2025	Accrue AP Invoices - 1/16/25	\$ 1,067.84	82857	100426	Amazon
250408	01/16/2025	Accrue AP Invoices - 1/16/25	\$ 31.15	82857	100426	Amazon
250408	01/16/2025	Accrue AP Invoices - 1/16/25	\$ 42,293.82	82870	100810	Midmark Corporation
250408	01/16/2025	Accrue AP Invoices - 1/16/25	\$ 1,460.00	82871	100811	Stevens and Stevens Electric
		TOTAL EXPENDITURES	\$ 134,088.40			
		BUDGET	\$ 147,232.00			
		<b>UNDER (OVER) BUDGET</b>	<b>\$ 13,143.60</b>			

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R 2024-08-1208**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, DIRECTING STAFF TO RENOVATE THE OLD POLICE BUILDING INTO AN ANIMAL SHELTER; AUTHORIZING THE CITY ADMINISTRATOR TO SPEND AN AMOUNT NOT TO EXCEED \$147,232.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS** the City accepted cost estimate for the old Police Building renovation Project (“the “Project”); and

**WHEREAS** the City has accepted the conversion of the old Police Building into an animal shelter Project; and

**WHEREAS** the City Council of the City of Hutchins finds it in the best interest of the residents and businesses of the City of Hutchins to accept the old PD Building conversion into an animal shelter, for the Project in an amount not to exceed \$147,232.00.

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

**SECTION 1.** The City, acting through its governing body, hereby confirms that it accepts the proposal received, Discussed publicly on July 15, 2024.

**SECTION 2.** The City, acting through its governing body, hereby confirms that the Project at the submitted cost estimate amount of \$147,232.00 as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

**SECTION 3.** For and on behalf of the City Council, the City Administrator is hereby authorized to spend, in the amount not to exceed \$147,232.00 for the Project.

**SECTION 4.** 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 5<sup>th</sup> day of August 2024.

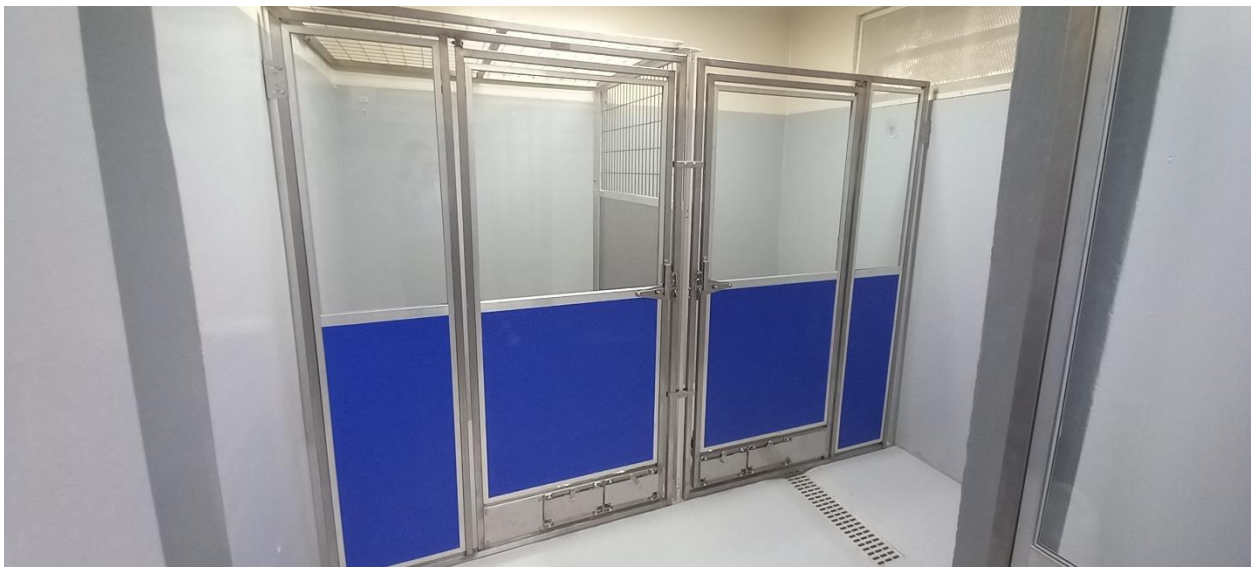
*Mario Vasquez*  
Mario Vasquez, Mayor

ATTEST

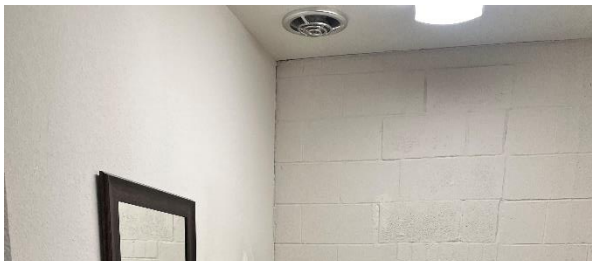
*Cynthia Olguin*  
Cynthia Olguin, City Secretary











# Animal Shelter

February 3, 2025

# Building Improvements

## ANIMAL SHELTER BUILDING IMPROVEMENTS SUMMARY AS OF 01-21-2025

TOTAL EXPENDITURES	\$ 134,088.40
BUDGET	<u>\$ 147,232.00</u>
<b>UNDER (OVER) BUDGET</b>	<b><u>\$ 13,143.60</u></b>

### Key Improvements Include:

- Architecture
- Construction
- Painting
- Roofing
- Plumbing
- Electric
- Fencing
- Kennels

# Employment

- Two Animal Services Officers
- Ability to provide services seven days a week
- Total Annual Wages, Salaries, Benefits:  
\$130,084.22

# Two Quarantine Kennels

Section F, Item 16.



# Twelve General Kennels

Section F, Item 16.









# Main Back Room

Section F, Item 16.



# Corner of Main Back Room

Section F, Item 16.



# Laundry Room

Section F, Item 16.



Restroom



Exam Room



Hallway



# Administration

Section F, Item 16.



# Lobby



# Outside (will be painted)

