



**CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA**

**Monday, February 16, 2026 at 6:30 PM
City Hall - Council Chamber, 400 N. JJ Lemmon Road**

Pursuant to Section 551 of the Texas Government Code, notice is hereby given of a Regular Meeting of the Hutchins City Council to be held on Monday, February 16, 2026, at 6:30 p.m. at Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Road, Hutchins, Texas, at which time the following items will be discussed and considered.

City Council Members

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

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

D. PRESENTATIONS

1. City of Hutchins Police Department Annual Reports. Presented by: Steve Perry, Police Chief; Benny Puckett Lieutenant; Jon Lindley, Lieutenant; Tracy Phelps Lieutenant, Becky Blanton, Communications Supervisor
2. Awards Presentation. Presented by Steve Perry, Police Chief, Tracy Phelps, Patrol Lieutenant, Becky Blanton, Communications Supervisor

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

3. Discuss and consider a Resolution AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN 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
R2026-02-1326

4. Discuss and consider a Resolution AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE ONE NEW 2026 CHEVROLET TAHOE FROM CALDWELL COUNTRY LOCATED IN CALDWELL, TEXAS, AT THE QUOTED BID PRICE OF \$53,950.00 FOR THE HUTCHINS POLICE DEPARTMENT UTILIZING BUY BOARD OF TEXAS CONTRACT; AND APPROVING THE PURCHASE OF ADD-ON EQUIPMENT FOR THE CHEVROLET TAHOE IN THE AMOUNT OF \$ 13,729.40; FOR A TOTAL PURCHASE EXPENDITURE OF \$67,679.40. Presented by Steve Perry, Police Chief.
Resolution R 2026-02-1327
5. Discuss and consider a Resolution AUTHORIZING CITY ADMINISTRATOR TO PURCHASE A NEW ALL TRAFFIC SOLUTIONS DIGITAL SPEED AND MESSAGE BOARD SIGN AT THE QUOTED BID PRICE OF \$18,999.14 UTILIZING TEXAS BUY BOARD CONTRACT; APPROPRIATING FUNDS FROM THE FISCAL YEAR 2025/2026 AMENDED BUDGET. Presented by Steve Perry, Police Chief
Resolution R2026-02-1328
6. Discuss and consider a Resolution ACCEPTING THE PROPOSAL RECEIVED TO PROVIDE PROFESSIONAL SERVICES RELATING TO THE DESIGN AND CONSTRUCTION OF WOODCREST LANE AND SOUTH DENTON STREET; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KIMLEY HORN, INC, IN AN AMOUNT NOT TO EXCEED \$148,000.00; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: James Quin, City Administrator
Resolution R2026-02-1329

F. ITEMS OF COMMUNITY INTEREST

7. Zoning Board of Adjustment Meeting, Wednesday, February 18, 2026, 6:00 p.m., Hutchins City Hall - Council Chamber, 400 N. JJ Lemmon Rd., Hutchins.

City Council Meeting, Monday, March 2, 2026, 6:30 p.m., Hutchins City Hall - Council Chamber, 400 N. JJ Lemmon Rd., Hutchins.

Parks and Recreation Board Meeting, Tuesday, March 3, 2026, 6:30 p.m., Hutchins City Hall - Council Chamber, 400 N. JJ Lemmon Rd., Hutchins.

Keep Hutchins Beautiful Board Meeting, Tuesday, March 10, 2026, 6:00 p.m., Hutchins City Hall - Council Chamber, 400 N. JJ Lemmon Rd., Hutchins.

City Council Meeting, Monday, March 16, 2026, 6:30 p.m., Hutchins City Hall - Council Chamber, 400 N. JJ Lemmon Rd., Hutchins.

G. ADJOURN

CERTIFICATION

I certify that a copy of the February 16, 2026, agenda of items to be considered by the Hutchins City Council was posted on the City Hall electronic board, and the city's website at www.cityofhutchinstx.gov, a place convenient and readily accessible to the general public at all times, in accordance with Chapter 551 of the Texas Government Code. Posted on Tuesday, February 10, 2026.

Cynthia Olguin

Cynthia Olguin
City Secretary



ACCESSIBILITY STATEMENT

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



STAFF REPORT

MEETING DATE:	February 16, 2026
MEETING TYPE:	Regular Council Meeting
SUBMITTED BY:	Chief Perry
AGENDA CAPTION:	[City of Hutchins Police Department Annual Reports] Presented by: [Steve Perry, Police Chief, Benny Puckett Lieutenant, Jon Lindley, Lieutenant, Tracy Phelps Lieutenant, Becky Blanton, Communications Supervisor]

Background Information

City of Hutchins Annual Reports Presentation:

1. 2025 Hutchins Police department annual report
2. 2025 Hutchins Police department racial profiling report

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

N/A

Supporting Documentation and Attachments

2025 Annual Report

2025 Racial Profiling Report



STAFF REPORT

MEETING DATE: February 16, 2026

MEETING TYPE: Regular Council Meeting

SUBMITTED BY: Chief Perry

AGENDA CAPTION: [Awards Presentation] Presented by: [Steve Perry, Police Chief, Tracy Phelps, Patrol Lieutenant, Becky Blanton, Communications Supervisor]

Background Information

Presentation of Officer and Civilian Employees of the year.

Marquese Kennerson Officer of the Year

Christopher Wilkinson Civilian Employee of the Year

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

N/A

Supporting Documentation and Attachments

N/A



STAFF REPORT

MEETING DATE:	February 16, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Katherine Lindsey
AGENDA CAPTION:	Discuss and consider Resolution R2026- 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 TEN 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 174-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a ten cent (\$0.10) 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 ten cents (\$0.10) 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 2026 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, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor.*

Budget Implications

The 2026 Membership Assessment is 614.90, based on \$0.10 per population capita of 6,149.

Operational Impact

NA

Legal Review

The resolution was approved by Lloyd Gosselink Rochelle & Townsend, P.C.

Staff Recommendation

Staff recommends that the City Council approve the resolution.

Supporting Documentation and Attachments

1. Resolution
2. Invoice
3. Memo to Steering Committee
4. OCSC 2025 Year in Review
5. OCSC Master List (174 total)

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2026-02-1326**

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN 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 2025 meeting set a budget for 2026 that compels an assessment of ten cents (\$0.10) 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 ten cents (\$0.10) 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, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 16th day of February 2026.

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

City of Arlington

Invoice

C/O Oncor Cities Steering Committee
 Attn: Brandi Stigler
 PO Box 90231
 Arlington, TX 76004

Date	Invoice #
1/12/2026	26-74

Bill To
City of Hutchins

Item	Population	Per Capita	Amount
2026 Membership Assessment	6,149	0.10	614.90
Make check payable to: City of Arlington, C/O Oncor Cities Steering Committee, Attn: Brandi Stigler, PO Box 90231, Arlington, Texas 76004			Total \$614.90

OCSC Master List of Members (174 Total)

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

2025 OCSC Newsletter

2025 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 2025 events and looks ahead to 2026.



ONCOR 2025 YEAR IN REVIEW

Oncor Files 2025 Rate Case Ahead of Schedule; Reaches Settlement with OCSC, Other Parties

The OCSC and other interested parties have reached a settlement with Oncor Electric in a rate case under which the Dallas utility seeks to collect an additional \$834 million annually, or approximately 13 over the company's present revenues of \$6.4 billion.

Although the details have yet to be revealed, a letter was filed with the Public Utility Commission on Nov. 13, 2025, stating a settlement with parties has been reached in principle.

If approved without changes, the utility's initial rate request will add approximately \$7 to monthly bills of 1,000 kilowatt hours of use. According to Oncor, that would represent a 4.7 percent bill increase.

Oncor filed for the base rate change on June 26, which was more than a year ahead of schedule. The company indicated it filed early because of "hyper-growth" in its service territory and because it wants to profit from its investments more quickly.

Oncor's rate filing is based on system-wide financial results for the 12-month test year ending on Dec. 31, 2024. If approved without changes, the added \$834 million would represent a 13 percent increase over current annualized revenues of \$6.4 billion, according to the company.

In mid-November, parties to the pending rate case, including municipal and industry intervenors, notified the Administrative Law Judge of the settlement in principle. However, the formal settlement agreement has not yet been filed with the PUC.

Find more information under Docket No. 58306.



Decatur, McGregor, and Thorndale Join OCSC in 2025

The Steering Committee of Cities Served by Oncor has added three new members in 2025: the cities of Decatur, McGregor and Thorndale. With these new additions, OCSC now has 174 members.

Decatur

With a population of about 6,500, this charming town, about 40 miles northwest of Fort Worth, is named for the naval hero Stephen Decatur. In 1857, a post office was opened, and the first school was established in 1857. Decatur's crown jewel, the Wise County Courthouse, was built in 1896. Decatur also is home to one of the largest auto-swap meets in the nation, held every February at the Wise County Fairgrounds on the southern edge of the city. Area attractions also include the 13,000-acre Lake Bridgeport, offering a host of boating activities and prime fishing as well as an 18-hole golf course in Runaway Bay.

McGregor

Located in McLennan and Coryell counties, near Waco, McGregor has a population of about 5,800. The town is the site of the former Bluebonnet Ordnance Plant that made munitions during World War II. After the war, the site was used by several rocket-making companies. SpaceX now has a rocket engine development and test facility in McGregor.

Thorndale

With a population of about 1,400, Thorndale is an incorporated community located in Milam and Williamson counties about 40 miles northeast of Austin. Established in 1878, shortly after the construction of an International-Great Northern Railroad line through the area, Thorndale was named by a railroad employee after the area's abundant thorny vegetation—mesquite thorn, prickly pear, and sagebrush.

PUC, RRC Implement in 2025 New Utility Laws from the 89th Texas Legislature

During the Texas Legislature's 89th regular session, lawmakers filed more than 250 bills relating to electric and gas utility matters. Of the smaller subset of these bills that made it past the finish line, several must now be expanded upon in rulemaking proceedings at state agencies. Meanwhile, other new laws from the 88th session are still undergoing agency implementation. Below, we highlight ongoing and recently completed rulemakings at the PUC.

HB 145 by Rep. Ken King relates to wildfire mitigation plans for electric utilities. On November 14, 2025, the PUC adopted new **16 Tex. Admin. Code § 25.60** and amended existing **16 Tex. Admin. Code § 25.231** to implement this new legislation. The new rules will require each electric utility, municipally owned utility, and electric cooperative that owns a transmission or distribution facility in a wildfire risk area to seek PUC approval of a wildfire mitigation plan and subsequently implement the plan. The PUC additionally modified criteria and conditions related to electric utilities' use of self-insurance reserve funds for damages from a wildfire event. The new rule took effect on December 4, 2025. More information is available on the PUC Interchange under Project No. 56789.

Senate Bill ("SB") 6 by Sen. Phil King and Sen. Charles Schwertner was a significant multi-faceted piece of utility legislation from the 89th session. The PUC divided the

necessary rulemakings into different projects based on sections of the bill. Under Section 4 of SB 6, large loads (75 megawatts ("MW") or greater) co-locating behind the meter with new generation resources are required to file a net-metering plan with ERCOT. The PUC approved a Proposal for Publication relating to net metering arrangements on September 18, 2025, and stakeholders filed comments throughout October. Proposed **16 Tex. Admin. Code § 25.205** will apply to net metering arrangements involving a large load and an existing generation resource. The rule will also establish criteria for ERCOT's study of a proposed net metering arrangement and prescribe certain procedural steps. More information is available on the PUC Interchange under Project No. 58479.

Section 2 of SB 6 calls for the establishment of criteria for ERCOT to forecast peak demand for large loads. The ERCOT forecast would then be used for transmission planning and evaluation of resource adequacy. The PUC approved a Proposal for Publication relating to large load forecasting criteria on September 18, 2025, and stakeholders filed comments throughout October. Proposed **16 Tex. Admin. Code § 25.370** will identify the criteria a large load customer must satisfy to be included in the load data submitted to ERCOT for developing the load forecasts contemplated under the new law. More information is available on the PUC Interchange under Project No. 58480

A third SB 6 rulemaking focuses on reevaluation of the Four Coincident Peak (“4CP”) methodology of transmission cost allocation. The 4CP methodology was intended to equitably allocate transmission costs to those who impact system-wide peak demand the most. Any changes to the 4CP methodology could shift transmission cost responsibility among classes of market participants. Since August 2025, PUC Staff has issued multiple sets of questions for stakeholder input under Project No. 58484. While many respondents recognize a need to modify the 4CP methodology, there appears to be little consensus on the most appropriate method for the PUC to adopt.

Another SB 6 rulemaking focuses on establishing standards for interconnecting large load customers in the ERCOT power region in a manner designed to support business development in this state while minimizing the potential for stranded infrastructure costs and maintaining system reliability. The rule will also ensure that a large load customer who is subject to the standards adopted under PURA § 37.0561 contributes to the recovery of the interconnecting electric utility’s costs to interconnect the large load to the utility’s system. This rule is anticipated to be in place by July 2026. More information is available on the PUC Interchange under Project No. 58481.

A final SB 6 rulemaking relates to the PUC requiring ERCOT to develop a reliability service to competitively procure demand reductions from large load customers with a demand of at least 75 MWs to be deployed in the event of an anticipated emergency condition. No filings have been made yet related to this rulemaking, but more information will be available on the PUC Interchange under Project No. 58482.

SB 231 by Sen. Phil King reforms a pre-existing statute related to Temporary Emergency Electric Energy Facilities, known as “TEEEF” or colloquially referred to as “mobile generation.” Throughout September 2025, PUC Staff elicited initial and reply comments on proposed amendments to **16 Tex. Admin. Code § 25.56** under Project No. 58392. The draft rule focused on incorporating new guardrails from the amended law, including the process for PUC approval and parameters around mobility, boot-up time, and maximum generating capacity. As of the end of 2025, no final Proposal for Adoption had been published, but we can expect PUC consideration of a final draft rule in the coming months.

In addition to the above rulemakings arising out of the 89th session, the PUC used the latter half of 2025 to continue implementing new and modified laws from the 88th session. Of note is the implementation of **HB 1500 filed by several authors and known as the 2023 Sunset bill**. One

key feature of HB 1500 was the requirement for renewable resources interconnected after January 1, 2027, to be available during certain high risk and emergency intervals. On December 18, 2025, the PUC adopted Firming Program Requirements for Electric Generation Facilities in the ERCOT Region under new **16 Tex. Admin. Code § 25.65**. In addition to establishing electric generation performance requirements, the rule establishes a framework for ERCOT to impose financial penalties and incentives depending on a generation facility’s failure to comply or success in exceeding requirements. There continues to be discussion on how these requirements may interact with other legislative directions on electric market changes. The rule took effect on January 8, 2026. More information is available on the PUC Interchange under Project No. 58198.

HB 1500 additionally teed up a rulemaking on PUC verbal directives requiring ERCOT to take official action. Proposed **new 16 Tex. Admin. Code § 25.368** is meant to codify a statute that prohibits the PUC from verbally directing ERCOT to take an official action – except under limited circumstances. By law, the PUC may direct ERCOT to take an official action only through (1) a contested case; (2) a rulemaking; or (3) a memorandum or written order adopted by a majority vote. The PUC approved a Proposal for Publication relating to Commission directives to ERCOT on November 14, 2025, and stakeholders filed comments in December. More information can be found on the PUC Interchange under Project No. 57883.

The PUC also continues implementing provisions from SB 3, a broad-based law adopted in 2021 in response to that year’s winter emergency that led to statewide power outages. A proposed rule from that 2021 law that remains under consideration relates to the implementation of ERCOT’s Firm Fuel Supply Service, an ERCOT reliability service intended to address reliability during extreme heat and cold weather conditions. The FFSS provides market rewards to generators with on-site fuel. Resources eligible for the service under the authorizing statute, PURA § 39.159, include “on-site fuel storage, dual fuel capability, or fuel supply arrangements to ensure winter performance for several days.” PUC Staff have reviewed rulemaking recommendations filed in the spring by OCSC and other stakeholders, and then on October 23, 2025, proposed **new 16 Tex. Admin. Code § 25.520**. Under the proposed rule, FFSS eligibility would be expanded to include generators with off-site natural gas storage arrangements. More information can be found on the PUC Interchange under Docket No. 58434.

Oncor to Develop Scores of Planned Transmission Projects

With the emergence of new energy-hungry cryptocurrency mining operations, AI data centers, and hydrogen-related manufacturing plants, ERCOT finds itself experiencing a surge in energy demand like never before. In 2030, for instance, ERCOT foresees peak demand reaching 150 gigawatts. That’s about 80 percent more than this year’s peak.

This surge will bring new transmission challenges for ERCOT, and to plan for them, the grid operator employs both its traditional Regional Transmission Planning process and a separate Permian Basin Reliability Plan. The PUC has also called for the deployment of massive new 765-kV transmission lines for the first time ever. These ultra-high-capacity systems will complement the smaller 138 kV and 345 kV lines traditionally used to serve the state’s transmission network.

ERCOT, in 2025, released a summary of authorized transmission projects from the latest iteration of its Permian Basin Reliability Plan. This summary, which can be found on the PUC website under Project No. 55718, shows that the Oncor electric utility will be the developer for scores of these facilities. Separately, ERCOT has also released maps showing the general locations of anticipated lines both within the Permian Basin and statewide. We have reproduced clarified versions of those maps that you can find on the [OCSC website, here](#). The original maps can be found in a January 2025 ERCOT document found on the PUC website, also under Project No. 55718.

For the most part the exact routes for all these new lines have not been finalized. That process will be handled by the PUC over the next several years through complex “Certificate of Convenience and Necessity” proceedings that pit the state’s power needs against the needs of property owners. Transmission providers and stakeholders — such as municipalities and private citizens — can participate in this process.

Texas Supreme Court in 2025 Dismisses Bulk of Winter Storm Uri Claims

Oncor, CenterPoint and AEP — the state’s three largest electric utilities — have prevailed in a Texas Supreme Court case under which the companies were alleged to have acted negligently during widespread blackouts four years ago.

In a June 27, 2025 order, the Texas high court ruled unanimously that the plaintiffs had not provided enough evidence to show purposeful negligence by the utilities when they cut power during Winter Storm Uri. At the time — the storm occurred in February 2021 — the utilities were acting under ERCOT orders.

“The alleged ‘nuisance’ here is prolonged freezing temperatures during Winter Storm Uri,” Justice Debra Lehrmann wrote. “The allegations do not suggest that the utilities created or exacerbated the cold temperatures or affirmatively maintained them. Rather, the plaintiffs complain that the utilities failed to adequately respond to and mitigate the harm caused by those temperatures. That is not a basis for an intentional-nuisance claim.”

Similarly, the court ruled against gross negligence claims by the plaintiffs, although the door was left open for plaintiffs to replead those claims at the Harris County multi-district litigation (MDL) court.

The utilities faced hundreds of lawsuits filed by thousands of customers after mass outages during the Uri. Those lawsuits were consolidated into an MDL proceeding. The February 2021 storm outage killed hundreds of Texans, resulted in billions of dollars in damages, and bankrupted several electric companies.

Oncor spokesperson Roxana Rubio expressed satisfaction that the ruling barred plaintiffs from pursuing six of the seven original causes of action they initially alleged, according to media reports. Ms. Rubio also expressed confidence that the case will “be fully dismissed should the plaintiffs attempt to pursue an allegation of gross negligence” under imitations of set by the high court. However, “we recognize this does not lessen the anguish experienced by our customers and by Texans across the state during that time,” she said, according to media reports.

CenterPoint said the company “acted quickly to save the electric grid when demand exceeded supply” as it implemented ERCOT’s load-shed orders. “If plaintiffs replead, CenterPoint will continue to vigorously defend against plaintiffs’ remaining claim in the trial and appellate courts,” the company said, according to media reports.

2025 Rate-Case Roundup

Oncor Receives Another DCRF Rate Increase, Fifth Since 2023

Oncor received another interim rate increase under the Distribution Cost Recovery Factor program — its fifth request since June 2023. With this latest filing, under the PUC. Doc. No. 57707, the total of approved or proposed DCRF increases for Oncor since the summer of 2023 comes to about \$484 million.

Under this latest request, filed with the PUC on Feb. 15, the company initially proposed to increase revenues by \$107,637,154. Under the final order, approved on April 24, 2025, the increase instead will be \$106,335,049 — or \$1,302,105 less than initially sought by Oncor. Even still, however, the increase remains the second-largest DCRF adjustment since the company received \$152,508,937 under its June 2023 request in PUC Doc. No. 55190.

In the latest filing, the per-customer DCRF charge will increase from \$.004443 per kilowatt hour approved in its most recent DCRF to \$.005772.

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.

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: \$81,323,915.
- Distribution revenue requirement increase granted: \$81,323,915.

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.

Docket No. 57707

- Application filed on Feb. 15, 2025.
- Distribution revenue requirement increase requested by utility: \$107,637,154.
- Distribution revenue requirement increase granted: \$106,335,049 (\$1,302,105 less than requested).

2025 Transmission-Only Rate Cases

OCSC defended consumer interests during 2025 in several rate cases filed by major transmission-only electric utilities. Under ERCOT rules, transmission charges are borne by residential, commercial, and industrial customers.

- **Cross Texas Transmission (“CTT”):** CTT filed a statement of intent to change rates and tariffs on Jan. 14, 2025, where it sought a revenue requirement of \$76,506,194, representing an approximately 7.05% increase over its currently approved revenue requirement. Cross Texas also asked for a return on equity (“ROE”) of 10.6 percent. OCSC and other stakeholders conducted discovery and filed testimony. After discussions with Cross Texas and the other parties, all parties reached a settlement agreement resulting in a revenue requirement of \$72,631,149 and ROE of 9.60 percent. The PUC approved the rates, terms, and conditions set forth in the settlement agreement on September 11, 2025. More information can be found under PUC Docket No. 57467.
- **Wind Energy Transmission Texas (“WETT”):** WETT filed a statement of intent to change rates and tariffs on Dec. 3, 2024, seeking a revenue requirement for the provision of electric transmission service in Texas of \$136,602,978, an increase of \$15,949,204 over the utility’s adjusted test year revenues. WETT also requested a return on equity of 10.5 percent. OCSC and other stakeholders conducted discovery and filed direct testimony. After discussions with WETT and the other parties, all parties reached a settlement agreement resulting in a revenue requirement of \$130,631,220 and ROE of 9.6 percent. The PUC approved the rates, terms, and conditions set forth in the settlement agreement on June 20, 2025. More information can be found under PUC Docket No. 57299.
- **Electric Transmission Texas:** On Jan. 31, 2025 Electric Transmission Texas filed an application to change its rates and tariffs. ETT is a transmission-only utility that owns over 2,000 miles of transmission throughout the ERCOT region, including the Lower Rio Grande Valley and the Texas Panhandle. In its application, ETT sought a revenue requirement of approximately \$426.3 million — an increase of \$56.6 million over its test year revenue. In addition, ETT requested a 10.6 percent return on equity. Parties, including the OCSC, entered settlement negotiations over this proposed rate increase and agreed instead on a \$36.3 million decrease. Parties also agreed to a return on equity of 9.6 percent. The PUC adopted the order on Oct. 2. More information can be found under PUC Docket No. 57518.

2026 OCSC Meetings
March 5
June 11 — Virtual
September 10
December 10 — Virtual

OCSC Officers
Chair—Molly Shortall
Secretary—Chuong Phung
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



STAFF REPORT

MEETING DATE:	February 16, 2026
MEETING TYPE:	Regular Council Meeting
SUBMITTED BY:	Chief Perry
AGENDA CAPTION:	[Purchase 2025 Chevrolet Tahoe] Presented by: [Steve Perry, Police Chief]

Background Information

On 12-21-25 Unit # 153, a 2022 Chevrolet Tahoe was hit while working an accident on IH 45.

Insurance paid \$ 36,914.00

To replace the vehicle from Caldwell Country is \$ 53,950.000

To swap the equipment from the wrecked vehicle and purchase equipment that was damaged is \$ 13,729.40

Budget Implications

I am asking council to approve the expenditure of \$ 30,765.40 to replace this damaged vehicle.

Funds will come from Budget surplus

Operational Impact

Replace damaged patrol vehicle

Legal Review

Reviewed by Joe Gorfida

Staff Recommendation

Approve resolution allowing City Administrator to purchase a 2025 Chevrolet Tahoe.

Supporting Documentation and Attachments

Resolution

Quotes

**CITY OF HUTCHINS
RESOLUTION NO. R2026-02-1327**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE ONE NEW 2026 CHEVROLET TAHOE FROM CALDWELL COUNTRY LOCATED IN CALDWELL, TEXAS, AT THE QUOTED BID PRICE OF \$53,950.00 FOR THE HUTCHINS POLICE DEPARTMENT UTILIZING BUY BOARD OF TEXAS CONTRACT; AND APPROVING THE PURCHASE OF ADD-ON EQUIPMENT FOR THE CHEVROLET TAHOE IN THE AMOUNT OF \$ 13,729.40; FOR A TOTAL PURCHASE EXPENDITURE OF \$67,679.40; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City has obtained a quote from Caldwell Country Chevrolet located in Caldwell, Texas, utilizing Buy Board for the purchase of one (1) Chevrolet Tahoe Vehicle; and

WHEREAS, the bid quote from Caldwell Country Chevrolet establishes the total price for the purchase of one (1) Chevrolet Tahoe Vehicle at \$53,950.00 , and

WHEREAS, the City has obtained a quote from Maltec Fleet Services in the amount of \$13,729.40 to have the existing equipment moved to the new Chevrolet Tahoe together with the purchase of replacement parts for the new vehicle.

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to authorize the City Administrator to purchase the new Chevrolet Tahoe for the above bid utilizing Buy Board of Texas contract pricing as detailed in the quote from Caldwell Country Chevrolet attached hereto as Exhibit "A" and for the purchase of the add-on equipment as detailed in the quote from Maltec Fleet attached hereto as Exhibit "B."

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

SECTION 1. The City Council of the City of Hutchins, Texas, hereby authorizes the City Administrator to purchase one (1) Chevrolet Tahoe for the quoted price of \$53,950, and the add-on equipment for the Chevrolet Tahoe for the total cost of \$13,729.40, for a total expenditure of \$67,679.40.

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 16th day of February 2026.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(01-30-2026: 4926-7526-1835, v. 1)

EXHIBIT "A"
Caldwell Country Chevrolet Quote

EXHIBIT "B"
Maltec Fleet Quote

4926-7526-1835, v. 1

QUOTE# 00AA

CONTRACT PRICING WORKSHEET

Section E, Item 4.

End User: CITY OF HUTCHINS	Contractor: CALDWELL COUNTRY
Contact Name: CHIEF STEVE PERRY	CALDWELL COUNTRY
Email: SPERRY@CITYOFHUTCHINSTX.GOV	Prepared By: Averyt Knapp
Phone #: 972-225-2225	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 800-299-7283 or 979-567-6116
Location City & State: HUTCHINS, TX	Fax #: 979-567-0853
Date Prepared: DECEMBER 29, 2025	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #724-23	Tax ID # 87-3266036
Product Description : 2025 CHEVROLET TAHOE PPV CC10706	
A Base Price & Options: \$53,250	

B Published Options

Code	Description	Cost	Description	Cost
	LH LED SPOTLIGHT, 4X2, PPV, 5.3L-V8, 10-SPD AUTOMATIC, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, CLOTH BUCKET FRONT/VINYL REAR BENCH, FULL RUBBER FLOOR, BLUETOOTH CAPABILITY, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARDS, REAR TRAILER HITCH, REAR VISION CAMERA, FLASHER SYSTEM HEADLAMP AND TAILLAMP DRL COMPATIBLE W/CONTROL WIRE, SURVEILLANCE MODE INTERIOR LIGHTING, CALIBRATION TAILLAMP FLASHER RED/RED, CALIBRATION TAILLAMP FLASHER RED/WHITE, FOUR ALL IN ONE REMOTES	INCL		
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES		REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

Subtotal B						INCL
C Unpublished Options						
Code	Description	Cost	Code	Description	Cost	
Subtotal C						
D Other Price Adjustments (Installation, Delivery, Etc...)						
Subtotal D						\$300
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)						\$53,550
Quantity Ordered						1
X						
Subtotal E						\$53,550
F Non-Equipment Charges (Trade-In, Warranty, Etc...)						
BUY BOARD						\$400
G. Color of Vehicle: WHITE EXTERIOR						INCL
H. Total Purchase Price (E+F)						\$53,950
				Estimated Delivery Date:	UNITS IN STOCK - IMMEDIATE	

MAL Technologies Fleet LLC
 1412 College St
 Sulphur Springs, TX 75482 US
 9036628429
 accounts@maltechnologies.com



ADDRESS	SHIP TO
HUTCHINS POLICE DEPT	HUTCHINS POLICE DEPT
205 W. HICKMAN ST	205 W. HICKMAN ST
HUTCHINS, TEXAS 75141 USA	HUTCHINS, TEXAS 75141 USA

Estimate 6305

DATE 01/08/2026

EXPIRATION DATE 02/10/2026

MAL TECH REPRESENTATIVE
 Vincent Basham

REPRESENTATIVE EMAIL
 vbasham@maltechnologies.com

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
PROJECTED TIMELINE SMALL JOB(S)	The project timeline will be established upon receipt of all finalized terms and conditions, as well as the purchase order. Scheduling and coordination will be conducted in alignment with our current availability, product procurement, and delivery timelines. Once all requirements are met, your project will be placed in the next available time slot, and we will promptly notify you of the expected time frame.	1	0.00	0.00
CUSTOMER SUPPLIED	All customer-supplied equipment must include all necessary parts, pieces, and hardware, and must be in proper working order. If any deficiencies are identified upon inspection, we will promptly notify you and proceed with repairs or replacements as needed. Associated costs will be invoiced accordingly.	1	0.00	0.00
5170T-4L61	2025 TAHOE PUSH BUMPER - 4 LIGHT (WHELEN)	1	488.62	488.62
5TAH21PAR	Sliding window cage, recessed panel & SCA transfer kit	1	899.25	899.25
5UT2111	2021+ TAHOE PRISONER SEAT	1	1,298.94	1,298.94
5SUVTH2100-4	2021+ DOOR PANEL KIT	1	270.93	270.93
571343	2021+ TAHOE REAR WINDOW BARS	1	224.50	224.50
C-VSW-1012-TAH-1	25 TAHOE WIDE CONSOLE	1	762.90	762.90
CUP2-1001	SELF ADJUSTING DUAL CUPHOLDER	1	64.20	64.20
C-ARM-102	SIDE MOUNT ARMREST	1	79.95	79.95
C-HDM-204	HAVIS 8.5 TEL POLE SIDE MT	1	195.62	195.62
C-MD-119	11" Slide Out Locking Swing Arm With Low Profile Motion Device Adapter	1	312.14	312.14
C-W-USB-1	USB PORTS FOR WIDE CONSOLE	1	98.50	98.50
INP-MMSU-1	MAGNETIC MIC	2	59.50	119.00

Please Make All Checks Payable To
 MAL Technologies Fleet
 P O Box 622076
 Dallas Texas 75262-2076

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
SB38-000-P	SUV Storage Box	1	1,001.70	1,001.70
CTR2021KIT	ESTES 21 TAHOE RISER INSTALL KIT	1	303.43	303.43
ET36-T-000	ELECTRONICS TRAY	1	311.84	311.84
GRAPHICS	GRAPHICS	1	995.40	995.40
GRAPHICS LABOR	GRAPHICS LABOR	6	100.00	600.00
INSTALL KIT - 4	INSTALL KIT - 4	1	450.00	450.00
RADIO KIT	ANTENNA / COAX / CONNECTOR	1	112.67	112.67
8026B	12 Circuit Fuse Block	1	45.43	45.43
8025B	6 CIRCUIT FUSE BLOCK W/ GROUND RETURN	1	35.00	35.00
6001-3001B	200 A Time Delay Relay (TDR), Top Hat Replacement	1	160.38	160.38
WINDOW TINT	WINDOW TINT REAR HATCH, QUARTER AND REAR DOORS 5%	1	400.00	400.00
CAMERA SYSTEM INSTALLATION	CAMERA SYSTEM INSTALLATION	4	100.00	400.00
UPFIT TEAR DOWN	TEAR DOWN PRODUCT OUT OF POLICE /FIRE VEHICLE (TEAR DOWN WRECKED TAHOE)	6	100.00	600.00
SHOP LABOR	SHOP LABOR	32	100.00	3,200.00

By Signing this Estimate You Accept All Attached Terms And Conditions.
 25 PATROL TAHOE REBUILD
 FORD PIU

SUBTOTAL 13,430.40
 TAX 0.00
 SHIPPING 299.00

TOTAL \$13,729.40

Accepted By

Accepted Date

Please Make All Checks Payable To
 MAL Technologies Fleet
 P O Box 622076
 Dallas Texas 75262-2076



STAFF REPORT

MEETING DATE:	February 16, 2025
MEETING TYPE:	Regular Council Meeting
SUBMITTED BY:	Steve Perry
AGENDA CAPTION:	[Replace Speed/Message Sign] Presented by: [Steve Perry, Police Chief]

Background Information

On 11-10-25 the Police department speed trailer/message board was hit on Lancaster Hutchins Rd. As a result, Insurance has declared the trailer to be a total loss. Insurance paid out \$ 17,100.00. To replace the trailer is \$ 18,999.44.

Budget Implications

I am asking council for an additional # 1899.44 to purchase a new speed trailer.

Funds will come from Police budget surplus.

Operational Impact

Replacement of damaged speed trailer

Legal Review

Reviewed by Joe Gorfida

Staff Recommendation

Approve resolution allowing the City Administrator to purchase a new speed trailer.

Supporting Documentation and Attachments

Staff Report

Resolution

Quote

**CITY OF HUTCHINS
RESOLUTION NO. R2026-02-1328**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING CITY ADMINISTRATOR TO PURCHASE A NEW ALL TRAFFIC SOLUTIONS DIGITAL SPEED AND MESSAGE BOARD SIGN AT THE QUOTED BID PRICE OF \$18,999.14 UTILIZING TEXAS BUY BOARD CONTRACT; APPROPRIATING FUNDS FROM THE FISCAL YEAR 2025/2026 AMENDED BUDGET; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City has obtained a quote from All Traffic Solutions for a replacement digital speed/message board sign; and

WHEREAS, the bid quote from All Traffic Solutions establishes the total price to purchase the Digital Speed and Message Board Sign at \$18,999.44, and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to authorize the City Administrator to purchase the new Digital Speed and Message Board Sign utilizing Buy Board of Texas contract pricing for the quoted price of \$18,999.44, as detailed in the quote from All Traffic Solutions attached hereto as Exhibit "A."

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

SECTION 1. The City Council of the City of Hutchins, Texas hereby authorizes the City Administrator to purchase the Digital Speed and Message Board Sign for the quoted price of \$18,999.44 from All Traffic Solutions, as set forth in Exhibit "A."

SECTION 2. The City Council of the City of Hutchins, Texas hereby authorizes the appropriation of said funds from the FY 2025-2026 Budget.

SECTION 3. 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 16th day of February 2026.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(01-30-2026: 4938-0576-7564, v. 1)

EXHIBIT "A"
All Traffic Solutions Quote

4938-0576-7564, v. 1



All Traffic Solutions Inc.
PO Box 221410
Chantilly, VA 20153
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

QUOTE Q-104431

DATE: 01/12/2026

PAGE NO: 1

Mail Purchase Orders to:

3100 Research Dr.
State College, PA
16801

Contract:
TX-BuyBoard 703-23

Questions contact:

MANUFACTURER:
All Traffic Solutions

Chris Smith
x
csmith@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:

Hutchins Police Department-TX
205 W. Hickman
P.O. Box 500
Hutchins, TX 75141

SHIP TO:

Hutchins Police Department-TX
205 W. Hickman
Hutchins, TX 75141
Attn: Matt McPherson

Billing Contact:

PAYMENT TERMS:
Net 30

CUSTOMER: Hutchins
Police Department-TX

CONTACT:972-225-2225

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000750	App, Mobile User Interface perpetual license (only 1 required per account—Bluetooth required, enabled separately)	1	\$100.00	\$100.00
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	1	\$9,777.72	\$9,777.72
4001299	3 Year Warranty	1	\$0.00	\$0.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Camera/Pictures, (\$3000 Value, requires Traffic or Message Suite)	1	\$0.00	\$0.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	1	\$1,500.00	\$1,500.00
4001626	VZW communications prep	1	\$0.00	\$0.00
4001622	ATS-5 Trailer for IA/SA24 includes: 470Ah Batteries & Trailer Certificate of Origin	1	\$5,733.24	\$5,733.24
4000977	Solar panel, 100W: includes bracket for ATS-5 trailer and harness	1	\$1,125.00	\$1,125.00
4000879	Violator Strobe, Red and Blue for ATS-5 for use with SA24	1	\$840.48	\$840.48
4000641	Shipping and Handling Common Carrier	1	\$1,700.00	\$1,700.00
4001192	Discount - Promotion	1	(\$1,777.00)	(\$1,777.00)

Special Notes:

SALES AMOUNT:

\$18,999.44

**TOTAL
USD:**

\$18,999.44

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

Signature: _____ Date: _____

Print Name: _____ Title: _____




ALL TRAFFIC
SOLUTIONS



Connected Solutions for Better Safety Outcomes

ATS FLOCK-READY TRAILERS

AllTrafficSolutions.com

 MADE IN THE USA

FORCE-MULTIPLYING TRAILERS BUILT TO MOVE WITH YOUR MISSION AND ADAPT TO YOUR NEEDS.

ATS Flock-Ready trailers make it easy to deploy Flex LPR cameras wherever you need them.

FLOCK-APPROVED COMPATIBILITY

Our close partnership with Flock enables seamless integration of Flex LPR cameras onto our trailers—delivering top-tier performance with zero hassle.

PLUG-AND-PLAY CAMERA INSTALLATION

Designed for simplicity, our trailers offer true plug-and-play compatibility with Flex LPR cameras, with no extra installation costs.

UNMATCHED MOBILITY

Trailers feature a simple manual lever lift system for quick 1-person setup. No special equipment is needed to transport them— they can be towed by any size vehicle with a 2" receiver hitch.

OPTIMAL RUNTIME

ATS Flock-ready trailers can remain up and running for weeks to months straight.** During late spring and summer, the solar panels can keep the trailer charged continuously with no need to recharge batteries.

REMOTE SIGN MANAGEMENT

The trailer's sign connects to our online TraffiCloud® portal, so you can conveniently manage and monitor power status, location, radar speed/message sign settings, and more 100% remotely. Save time while ensuring that your equipment is functioning exactly as you need it to at all times!

MULTIPURPOSE & VERSATILE

Trailers are compatible with our InstAlert variable message signs and SpeedAlert radar message signs so you can share messages, reduce speeding, or collect traffic data while covertly capturing license plates.



Flock-ready trailer with SpeedAlert 24 radar message sign and Flex LPR camera



 **MADE IN THE USA**

**Cameras must be purchased separately from Flock directly*

***Runtime is dependent upon how trailer settings are programmed and the availability of sunlight for solar power*

LOW BATTERY & TAMPER ALERTS

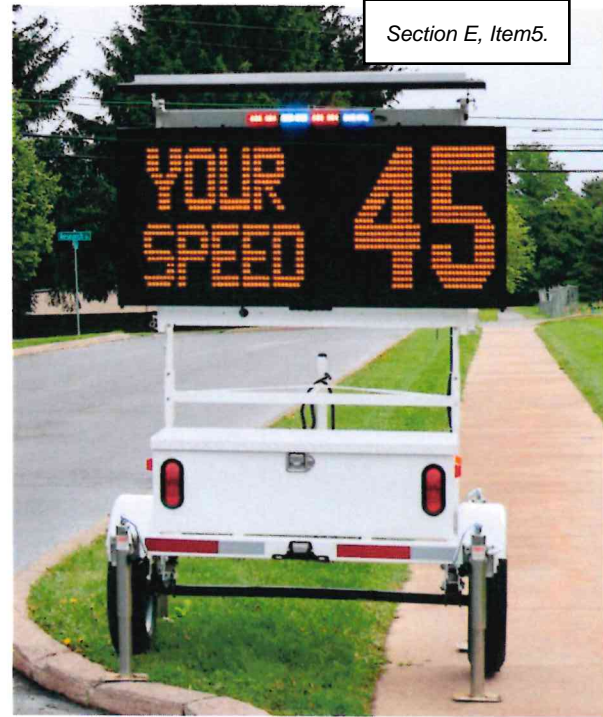
Get alerted* via text message or email when a trailer's sign is tampered with or when power runs low. Prevent accidental equipment downtime and take the guesswork out of deciding when to recharge batteries. Tamper alerts include photos automatically captured by the trailer's sign so you can take action.

RUGGED AND BUILT TO LAST

The continuous weld steel frame and marine-grade powder coat finish withstands heavy rain, snow, ice, and extreme temperatures without rusting.

Most ATS trailers are still in use after 10 or 15 years of year-round use!

WE OFFER TWO MODELS OF LPR CAMERA-READY TRAILERS:



ATS 5 Trailer with 120W or 160W Solar

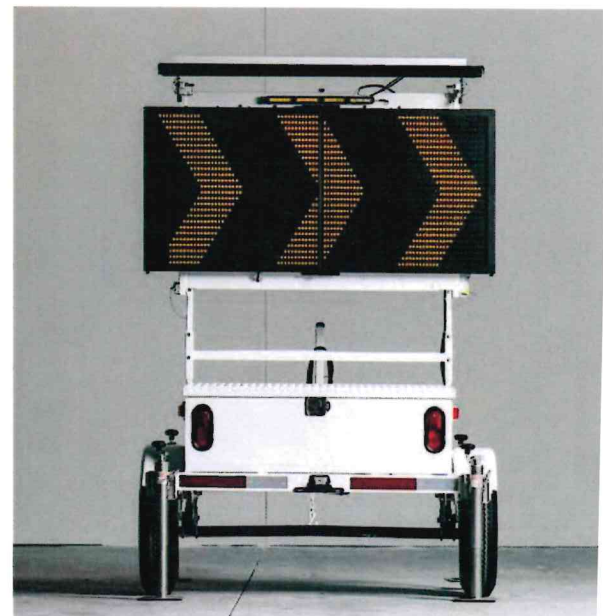
Ideal for powering a one-camera LPR system and a sign that will primarily be used for basic messaging.



Cameras attached to rear mounting plate

ATS 190W LPR Camera-Ready Trailer

Provides extended runtime for cameras and is ideal for using multiple sign functions such as radar feedback, data collection, speed-dependent messaging, and more.



*TraffiCloud® subscription is required for alerts

ABOUT ALL TRAFFIC SOLUTIONS®

Since our inception in 2000, we have helped over 6,000 government agencies, educational institutions, and private sector organizations manage traffic and improve overall safety.



MADE IN THE USA

We engineer and manufacture our products in the United States at our State College, Pennsylvania production facility.



CUSTOMER EXPERIENCE

We are well-known in the industry for providing exceptional service to our customers. We proudly stand behind our solutions with:

- US-based customer support
- Complimentary one-on-one product training sessions
- Industry-leading warranty plans, so you get the most out of your purchase for years to come



For more information visit us online at AllTrafficSolutions.com

✉ sales@alltrafficsolutions.com

☎ Call us at 866.366.6602

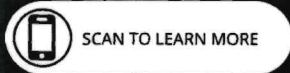
All Traffic Solutions. 14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151

©All Traffic Solutions TraffCloud® is a registered trademark of All Traffic Solutions (US Patents 8417442; 8755990; 9070287; 9411893). All Traffic Solutions products are made in the USA in compliance with both the Buy America Act and the Buy American Act. A complete list of cooperative purchasing contracts and options can be found on our website.

Sourcewell

Awarded Contract

Contract # 090122-ATS





STAFF REPORT

MEETING DATE: February 16, 2026

MEETING TYPE: City Council

SUBMITTED BY: Katherine Lindsey

AGENDA CAPTION: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING THE PROPOSAL RECEIVED TO PROVIDE PROFESSIONAL SERVICES RELATING TO THE DESIGN AND CONSTRUCTION OF WOODCREST LANE AND SOUTH DENTON STREET; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KIMLEY-HORN, INC, IN AN AMOUNT NOT TO EXCEED \$148,000.00; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: James Quin, City Administrator

Background Information

On February 2, 2026, the City Council adopted Resolution R2026-02-1325, authorizing the submission of two project applications to receive CDBG funding. The two projects are the Woodcrest Lane and South Denton Street Roadway Improvement Projects. Kimley-Horn is offering to provide professional design services for these two projects for an amount not to exceed \$148,000. \$48,000 of this total will be for data collection and \$91,000 will be for roadway design, amounting to \$139,000. Hourly labor costs for construction phase services will not exceed \$9,000. The City will fund a portion of this to improve the Southern Extension of S. Denton St, which is not covered by CDBG funds.

Budget Implications

The costs not covered by the CDBG funds are within the City's budget.

Operational Impact

NA

Legal Review

The Resolution was approved by the City Attorney.

Staff Recommendation

Staff recommends that the City Council approve the Resolution.

Supporting Documentation and Attachments

- 1. Resolution

2. Letter Agreement

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2026-02-1329**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING THE PROPOSAL RECEIVED TO PROVIDE PROFESSIONAL SERVICES RELATING TO THE DESIGN AND CONSTRUCTION OF WOODCREST LANE AND SOUTH DENTON STREET; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KIMLEY-HORN, INC, IN AN AMOUNT NOT TO EXCEED \$148,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 2, 2026, the City Council adopted Resolution No. R2026-02-1325, authorizing the submission of two project applications to receive Community Development Block Grant (CDBG) funding to improve Woodcrest Lane and South Denton Street; and

WHEREAS, the City received a proposal from Kimley-Horn, Inc. to provide professional design and construction labor services for the projects; 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 proposal of Kimley-Horn, Inc. for the project in an amount not to exceed \$148,000.00.

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

SECTION 1. The City Administrator is hereby authorized to negotiate and enter into a Professional Services Agreement with Kimley-Horn, Inc. for professional design and construction labor costs pertaining to design and construction of Woodcrest Lane and South Denton Street as set forth in Exhibit “A.”

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 16th day of February 2026.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT "A"



Feb 6th, 2026

James Quin
City Manager
City of Hutchins
400 N. JJ Lemmon Rd.
Hutchins, TX 75141
(972) 255-6121
jquin@cityofhutchinstx.gov

Re: Scope of Services for CDBG funded reconstruction of Denton St. and Woodcrest Ln. in Hutchins, Texas

Dear Mr. Quin,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) submits this Letter Agreement (“Agreement”) to the City of Hutchins (“Client”) for providing professional services (“Project”).

Project Understanding

The City of Hutchins has requested Kimley-Horn to provide professional services for the design of:

CDBG Funded:

- **Woodcrest Lane** (Re: Figure 1) – Approximately **580 linear feet** of 2-lane existing asphalt pavement with concrete curb and gutter, bounded by Oak Creek Drive to the north (A) and Timberview Drive to the south (B).
- **S. Denton Street** (Re: Figure 2) – Approximately **1,400 linear feet** of existing 2-lane asphalt parabolic roadway extending from West Dallas Street on the north end (A) to a point approximately 440 linear feet south of West Palestine Road (B).

City of Hutchins Funded:

- **S. Denton Street - Southern Extension** (Re: Figure 3) – Approximately **920 linear feet** of existing 2-lane asphalt parabolic roadway extending from a point approximately 440 linear feet south of West Palestine Road (A) to the southern terminus of S. Denton Street (B).

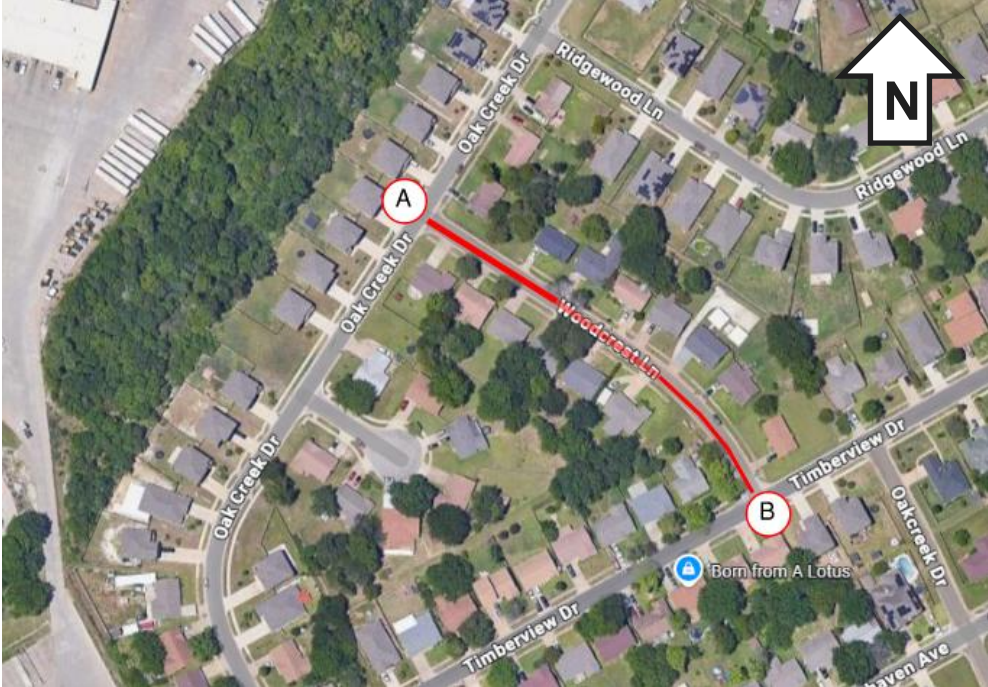


Figure 1 – Woodcrest Ln.



Figure 2 – S. Denton St.

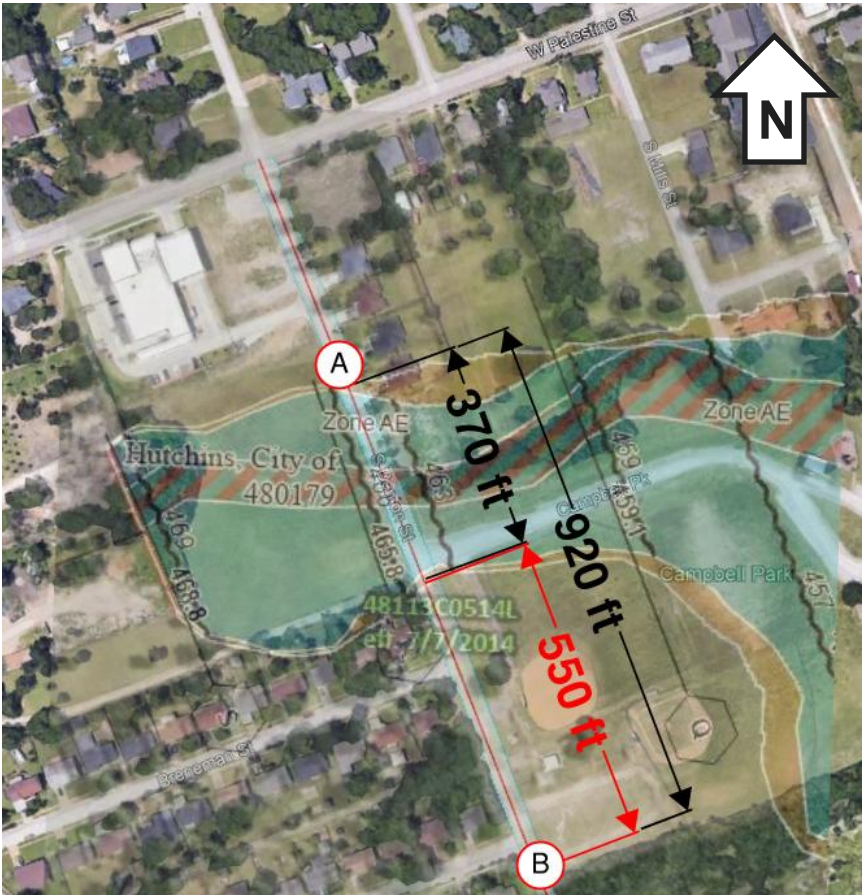


Figure 3 – Proposed S. Denton St. Reconstruction (Southern Extension)

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 Data Collection – Topographic Survey, Boundary Survey, and Geotechnical Services

- 1.1. Data Collection and Property Research
 - 1.1.1 Gather existing plat information.
 - 1.1.2 Collect property owner and record information.
 - 1.1.3 Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats, courthouse filings, etc.). Undocumented easements may not be identified. Title research may be performed as an *Additional Service* only upon written Client authorization.
 - 1.1.4 Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
 - 1.1.5 The Client will arrange and make all provisions for access to perform the services specified within this scope. The surveyor will provide the Client with the name and address of the property owners.

- 1.2. Design Survey
 - 1.2.1 Along the limits for each roadway segment described above, including the curb returns of intersecting streets, and 10' beyond the right-of-way line.
 - 1.2.2 Set control points, which will be based on NAD-83 and NGVD 88 Texas State Plane Coordinate System datums at the north and south ends of the limits of the project area, to include two (2) primary control points established in locations unlikely to be disturbed during street reconstruction. Before setting the control points, the surveyor will submit sketches and data sheets of the control to the Client for approval.
 - 1.2.3 Perform a field survey to identify and locate visible existing topographic elements within survey limits, including the following items:
 - Property corner monumentation
 - Existing pavement (including material type), curbs, sidewalks, barrier free ramps, etc.
 - Existing storm sewer inlets, manholes, junction boxes (including culvert sizes, material type and invert elevations and direction for all visible connecting lines, where available from the surface through the access lids).
 - Existing driveway culverts and swales including flow lines.
 - Utility manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, other public utilities, and franchise utilities.
 - Signs (excluding temporary signs).
 - Trees for greater than 6" caliper. Dense stands of trees described by their limits.
 - Buildings and permanent structures.
 - Fence limits and material types (excluding temporary fences).
 - Other applicable physical features that could impact design.
 - Cross-sections throughout project limits at 50-foot intervals and at grade breaks.
 - 1.2.4 The survey deliverable will include the following:
 - Project Control sheets identifying control points used or set.
 - Relevant benchmark data.
 - AutoCAD file showing the features located and ground elevations. Provide copies of the survey field notes, a hardcopy of the coordinates and an ASCII file of the coordinates for the points located.

- An overall printout of the survey identifying drainage structure types, sizes, and flowlines identified.
- 1.3. Subsurface Utility Engineering (SUE) QL C/D Services – The Consultant shall provide combined SUE quality level C and D Services for the purpose of determining horizontal locations of underground city and franchise utilities, in conjunction with and/or prior to the field survey. The Client shall assist with provisions for access to perform the services specified in this item. The Consultant shall provide the Client with the name and address of the property owners.
 - 1.3.1 Level ‘C+D’ Services:
 - Horizontal location of utilities will be determined.
 - Approximately 2,900 linear feet of designation.
 - 1.4. Geotechnical Investigation – The Consultant will provide a Geotechnical Engineer Report containing the following information:
 - 1.4.1 Existing Pavement Assessment – The Consultant shall perform a visual inspection of existing pavement and make recommendations on preservation and replacement. The Consultant shall determine location(s) to obtain boring samples.
 - 1.4.2 Exploration and Sampling – The Consultant shall provide a subgrade investigation including up to:
 - 2 borings on Woodcrest Ln.
 - 3 borings on S. Denton St.
 - 3 borings on S. Denton St. – Southern Extension
 - 1.4.3 Laboratory Testing – The Consultant shall determine soil properties in accordance with City design standards, *Pavement and Subgrade Design Requirements*.
 - 1.4.4 Pavement Design – The Consultant shall provide a comprehensive pavement design report including summary of site investigations and multiple recommendation options for pavement section design based on the results of the above testing. The summary is to include an evaluation of the existing pavement and proposed pavement sections.

Task 2 Roadway Design

Milestones for review of roadway design anticipates providing submittal review documents at 60%, 90% and Final design. Each submittal will be provided to the City of Hutchins and Dallas County reviewer, and will include a notes to reviewer. Submittals will include plan sheets with a detailed opinion of probable construction cost including spec item listing. Client comments received at 60% and 90% will be incorporated in the subsequent submittal.

- 2.1. Design criteria and data collection
 - 2.1.1 Compile City roadway design criteria and standard details
 - 2.1.2 Construction contract document standards
 - 2.1.3 Existing storm drainage facilities / record drawings
 - 2.1.4 Existing water and sanitary line locations / record drawing review
- 2.2. Roadway Design
 - 2.2.1 Prepare up to two (2) proposed typical sections with subgrade and pavement design
 - 2.2.2 Prepare paving plan / profile sheets (PDF and 11"x17" plan sheets at a scale of 1"=20' horizontal, and 1"=4' vertical). The final bid documents will be half-size 11"x17" plan sheets at a scale of 1"=40' horizontal, and 1"=8' vertical. Paving sheets

to include the following information:

- Control data
- Existing right-of-way and easement locations
- Existing topography
- Existing pavement
- Existing storm sewer, water, and sanitary sewer locations based on Client provided record drawings
- Existing franchise utility locations (information provided by franchise utilities)
- Existing trees
- Existing driveway locations
- Proposed centerline alignment and horizontal curve data
- Proposed face of curb
- Proposed transition pavement tie-ins to existing pavement
- Proposed storm sewer and culvert alignments.
- Proposed commercial driveways
- Profile: Existing ground profile and proposed vertical alignment
- Proposed easement locations (if any)
- Proposed commercial driveways (if replacement is required)

- 2.2.3 Analyze all driveways within the project to assist with establishing roadway profile elevation.
- 2.2.4 Side street improvements defined vertically by spot elevations.
- 2.2.5 Develop design cross-sections on 50' station intervals and at driveway centerlines. Show pavement and subgrade, right-of-way limits, side slopes, pavement cross slopes, ditch fore/back slopes.
- 2.2.6 Compile applicable paving standard details.

2.3. Drainage:

- 2.3.1 Develop updated existing project drainage area map. Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients to calculate design-year flows.
- 2.3.2 Analyze existing drainage features within the limits of improvement. Subdivide the overall drainage area into sub-areas and calculate discharge to each design point (culvert, inlet, or ditch critical points). At 60% design phase, provide a summary of existing drainage capacities and limitations needing improvement.
- 2.3.3 90% design submittal to include final storm drainage improvements and sizing recommendations. Storm drainage sizing to be improvements over the existing conditions. The need for hydraulic calculations to size infrastructure to convey a specific design storm is not anticipated and is available as *Additional Services*. Design of offsite drainage improvements and easements will be considered as *Additional Services*.
- 2.3.4 Ditch profiles parallel to the roadway will be shown on the paving plan & profile sheet.
- 2.3.5 Determine grading requirements at culvert inlets and outfalls, if necessary. Provide plans and details for channel slope protection. Design of retaining walls and gabion mattresses (beyond specification of material/method) will be provided as *Additional Services* only upon Client written authorization.
- 2.3.6 Compile applicable standard details. Storm drainage structures will rely on standard details. Design of special drainage structures is available as *Additional Service*.
- 2.3.7 Prepare erosion control plan.

- 2.4. Develop typical sections showing lane widths, edge conditions, channelization and proposed construction area.
- 2.5. Develop driveway staging plans as appropriate to accommodate the adjacent properties with one and multiple access points. Show uses of high early strength concrete where needed.
- 2.6. Pavement Markings and Signing Plans
 - a. Prepare pavement markers and marking layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
 - b. Compile applicable City standard details.

2.7. Final Plans:

The final bidding documents will be a single coversheet. The bid form will include CDBG funded street segments (Figure 1 and Figure 2) as the base bid, and the City funded Denton St. Southern Extension (Figure 3) as a bid alternate.

2.7.1 The following sheets are anticipated to be included in the final reconstruction plans:

- Title Sheet
- General Notes
- Project Control (1"=100' scale)
- Typical Sections
- Removal Plan (1"=40' scale)
- Paving Plan and Profile (1"=20' scale)
- Paving Details
- Pavement Marking and Signing
- Drainage Area Map
- Drainage Details
- Erosion Control Plan and Details (1"=40' scale)
- Cross Sections

2.7.2 Prepare specification data and identify and prepare special specifications and/or special provisions applicable to the project.

- Project Manual:
- City of Hutchins standard construction contract forms
- Notice to bidders
- Special instructions to bidders
- Bid form
- Standard construction contract
- Performance bond
- Payment bond
- Maintenance bond
- Certificate of insurance
- General conditions
- Special provisions
- Technical specifications

- 2.8. Final design deliverables will consist of PDF plans and specifications and up to (3) half-size hard-copy sets of the plans and specifications, upon Client request.
- 2.9. The consultant will provide a conceptual opinion of probable construction cost and a detailed OPCC at the 60%, 90%, and final design submittals. The pay item listing may utilize City, NCTCOG, and TxDOT pay item descriptions and specifications.
- 2.10. Client Meetings and Communication
 - 2.10.1 The Consultant will prepare monthly invoices along with a design progress report and submit these documents to the Client during the 1st or 2nd week of the month. Effort billed with each invoice will be from the previous month.
 - 2.10.2 The Consultant will provide the Client with project progress updates via email during times of activity documenting effort for the given week, anticipated effort the following week, and any items needed from the Client.
 - 2.10.3 The assigned Quality Control Manager will provide oversight of the Consultant's deliverables and overall effort. The QC Manager will be provided with deliverables at least four business days prior to an external client milestone to provide review and comments for the Consultant to incorporate prior to submitting the deliverable to the Client.

Task 3 Construction Phase Services (Hourly):

The scope of services listed below may or may not be performed as part of our construction phase services (CPS). Kimley-Horn's role during construction is limited and services are only provided upon request of the Client and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately **40 hours** of labor. We will not proceed with performance of services beyond the hours budgeted without written authorization by the Client.

- 3.1. *Pre-Construction Conference.* Consultant will attend a Pre-Construction Conference prior to commencement of construction activity.
- 3.2. *Attend Progress Meetings, Visits to Site and Observation of Construction.* Consultant will make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.
- 3.3. Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.
- 3.4. *Recommendations with Respect to Defective Work.* Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of

its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

- 3.5. *Clarifications and Interpretations.* Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- 3.6. *Change Orders.* Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 3.7. *Shop Drawings and Samples.* Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- 3.8. *Substitutes and "or-equal."* Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- 3.9. *Disagreements between Client and Contractor.* Consultant will, if requested by Client, render written decision on claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.
- 3.10. *Applications for Payment.* Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- 3.11. *Substantial Completion.* Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- 3.12. *Final Notice of Acceptability of the Work.* Consultant will conduct a final site visit to determine if the completed Work of the Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also



provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

Assumptions

Kimley-Horn's scope and fee are based on the following assumptions:

- Right-of-way and easement acquisitions are not anticipated
- Tree survey is not anticipated
- Improvements will not adjust cut/fill within the floodplain and coordination with FEMA is not anticipated.
- Task 2 includes SUE C+D, which will be performed as combination of topographic survey of Tx811 markings and review of City record drawings. The need for SUE A potholing is not anticipated.

If any of these assumptions are not correct, then the scope and fee may change.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Franchise Utility Coordination
- Bid Phase Support
- Public involvement
- Executive briefings or presentations (Council meetings)
- Design of Traffic Signals or Illumination
- Traffic data collection
- Environmental services
- Other services not specifically listed above

Information Provided By the Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client, the Client's consultants, or representatives.



Schedule

Kimley-Horn will provide the services listed in the Scope of Services as expeditiously as practicable with the goal of providing Task 1-2 deliverables within 3 months of written notice-to-proceed.

CITY OF HUTCHINS

MILESTONE SCHEDULE

For the following project:
 City of Hutchins CDBG
 Denton St. and Woodcrest Ln. Reconstruction

Milestone	2026								
	January	February	March	April	May	June	July	August	September
1. Council Approval & Notice to Proceed		■							
2. Surveying Phase		■	■						
3. Geotechnical Investigation		■	■	■					
4. Preliminary Phase (60% Design)		■	■	■					
5. City/County Review of 60% Submittal			■						
6. 90% Design Phase			■	■	■				
7. City/County Review of 90% Submittal				■					
8. Prepare Final Bid Documents					■				
9. Bidding Phase					■	■			
10. Construction Start						■			

Updated: 2/6/2026



Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 and 2 for the total lump sum fee below. Individual task amounts are informational only. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Task Number & Name		Fee	Type
1	Data Collection	\$ 48,000	Lump Sum
2	Roadway Design	\$ 91,000	Lump Sum
Total		\$ 139,000	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will perform services in Tasks 3-5 on a labor fee plus expense basis with labor fees billed on an hourly basis. The hourly fee is budgeted based on Kimley-Horn’s experience with similar projects. Kimley-Horn will not exceed the maximum hourly labor fee shown without prior authorization from the Client, however, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to our then-current rates.

Task Number & Name		Fee	Type
3	Construction Phase Services	\$ 9,000	Hourly, Not-to-Exceed
Total		\$ 9,000	

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client’s behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will perform the above basic services in Tasks 1-2 on a lump sum basis and Tasks 3-5 on a labor fee plus expense hourly basis for a total fee not to exceed \$148,000.00.



Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Hutchins.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to: _____

Please copy: _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: *L. Nathan Ante*

Printed Name: Nathan Ante

Title: Senior Vice President

SIGNED: _____

Client's Federal Tax ID: _____

PRINTED NAME: _____

Client's Business License No.: _____

TITLE: _____

Client's Street Address: _____

DATE: _____



**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.

- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.

- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
 - Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 - Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
 - Account Number: 2073089159554
 - ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.

- d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND KIMLEY-HORN, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF KIMLEY-HORN AND KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, ATTORNEYS' FEES (INCLUDING ATTORNEYS' FEES OTHERWISE RECOVERABLE UNDER TEX. CIV. PRAC. & REM. CODE § 38.001), OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF KIMLEY-HORN OR KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY KIMLEY-HORN UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY KIMLEY-HORN.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any

contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

- c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.