



**CITY OF HUTCHINS  
CITY COUNCIL MEETING  
AGENDA**

**Monday, December 15, 2025 at 6:30 PM  
City Hall - Council Chamber 400 N. JJ Lemmon Rd.**

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, December 15, 2025 at 6:30 PM at Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Rd. 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. Presentation of Donation to Paul Quinn College. Presented by: Guy Brown, HEDC Executive Director

**E. PUBLIC HEARINGS**

- 2. A. Conduct a Public Hearing regarding a request for a Replat by HOT DOG TRUCKING LLC, owner of a 10.10-acre tract of land situated in the William L. Wilson Survey, Abstract Number 1553. City of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A, of Talco Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in in Instruments No. 202200057113

B. Open Public Hearing and receive public comments.

C. Discuss and consider a Re-Plat by HOT DOG TRUCKING LLC who is the owner of a 10.10-acre tract of land situated in the William L. Wilson Survey, Abstract Number 1553. City of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A, of Talco Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in in Instruments No. 202200057113. Presented by: Blake Moore

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

3. Discuss and consider polling location for May 2, 2026 General Election. Presented by Cynthia Olguin
4. Discuss and consider authorizing the City Administrator to execute a Professional Service Agreement with Letora Anderson, PLA, AICP
5. Discuss and consider a Resolution approving the 2026 City Council Meeting Schedule. Presented by: Cynthia Olguin  
Resolution R2025-12-1305
6. Discuss and consider a Resolution AUHTORIZNG DEMOLITION OF THE CARWASH AND REMOVING THE CONCRETE AT 625 W. HICKMAN ST. Presented by Blake Moore  
Resolution R2025-12-1305
7. Discuss and consider a Resolution AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE ACQUISITION OF NEW MINI-COMBO TRUCK MOUNT3643 PH6C (NON-CDL, 3-YARD VACUUM UNIT) Presented by: Maria Joyner, Director of Finance  
Resolution R2025-12-1307
8. Discuss and consider APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT FOR CONSTRUCTION SERVICES, BY AND BETWEEN THE CITY OF HUTCHINS AND HAWK BUILDERS, L.L.C., FOR THE INSTALLATION OF SOUND DEAFENING ACOUSTIC TILES IN THE CITY'S ANIMAL SHELTER. Presented by Steve Perry  
Resolution R2025-1308
9. Discuss and consider APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT FOR CONSTRUCTION SERVICES, BY AND BETWEEN THE CITY OF HUTCHINS AND J-N FENCE COMPANY, FOR BUILDING FIVE OUTDOOR KENNELS AND INSTALLING A DRIVE THROUGH GATE AT THE CITY'S ANIMAL SHELTER. Presented by Chief Perry  
Resolution R2025-12-1309
10. Discuss and consider APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT FOR CONSTRUCTION SERVICES, BY AND BETWEEN THE CITY OF HUTCHINS AND BARCENAS CONCRETE TX, LLC, FOR POURING CONCRETE PADS FOR OUTDOOR KENNELS AT THE CITY'S ANIMAL SHELTER. Presented by Chief Steve Perry.  
Resolution R2025-12-1310
11. Discuss and consider a Resolution AUTHORIZING THE PURCHASE OF 2026 CHEVROLET SILVERADO POLICE VEHICLES AND EMERGENCY EQUIPMENT. Presented by: Steve Perry, Police Chief.  
Resolution R2025-12-1311
12. Discuss and consider a Resolution AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO EXTEND AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTCHINS POLICE DEPARTMENT AND THE DALLAS INDEPENDENT SCHOOL DISTRICT.  
Resolution R2025-12-1312

## G. EXECUTIVE SESSION

13. Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.

## H. RECONVENE INTO REGULAR SESSION

14. Action, if any, as a result of Executive Session:

Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.

## I. ITEMS OF COMMUNITY INTEREST

15. Zoning Board of Adjustment, December 18, 2025, at 4:00 p.m. at Hutchins City Hall, 400 N. JJ Lemmon Road, Hutchins.

Planning and Zoning Commission Meeting, Monday, December 29, 2025 at 6:00 p.m., Hutchins City Hall - Council Chamber, 400 N. JJ Lemmon Rd., Hutchins.

City Council Meeting, Monday, January 5, 2026, 6:30 p.m., Hutchins City Hall - Council Chamber, 400 N. JJ Lemmon Rd., Hutchins.

Candidate Packets available on Monday, January 5, 2026 for the May 2, 2026 General Election.


Parks and Recreation Board Meeting, Tuesday, January 6, 2025, 6:30 p.m., Hutchins City Hall - Council Chamber, 400 N. JJ Lemmon Rd., Hutchins.

Period for Filing for a Place on the General Election Ballot, Wednesday, January 14, 2026 through Friday, February 13, 2026.

## J. ADJOURN

### CERTIFICATION

I certify that a copy of the December 15, 2025, agenda of items to be considered by the Hutchins City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website [www.cityofhutchins.org](http://www.cityofhutchins.org), in accordance with Chapter 551 of the Texas Government Code. Posted Tuesday, December 9, 2025.



Cynthia Olguin  
City Secretary



### ACCESSIBILITY STATEMENT

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



# STAFF REPORT

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**MEETING DATE:** December 15, 2025

**MEETING TYPE:** Hutchins City Council

**SUBMITTED BY:** Guy Brown

**AGENDA CAPTION:** Presentation of Donation to Paul Quinn College.  
Presented by: Guy Brown, HEDC Executive Director

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### **Background Information**

The Hutchins Economic Development Corporation has made annual donations to the University of North Texas at Dallas and Paul Quinn College for many years.

Paul Quinn offers students a Unique Identity & Mission. The work-college model, plus its mission to confront intergenerational poverty, gives Paul Quinn a strong purpose and identity. For many students, that mission aligns with their goals, and it means the college is intentional about not just academics, but life experience, leadership, community responsibility.

Under President Michael J. Sorrell (since 2007), PQC has made substantial improvements: raised academic standards, improved financial stability, increased graduation rates, reduced debt burden for students, improved infrastructure.

### **Budget Implications**

The Donation is derived from the Hutchins Economic Development Corporation budget and does not impact the City of Hutchins' General Fund.

The amount of the donation is \$6,000.

### **Operational Impact**

No operation impact.

### **Legal Review**

NA.

### **Staff Recommendation**

Staff recommend presenting the donation to Paul Quinn College and recognizing the contribution Paul Quinn makes to Hutchins and the Southern Dallas County community.



# STAFF REPORT

**MEETING DATE:** November 15, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Blake Moore

**AGENDA CAPTION:** Discuss and consider a Re-Plat by HOT DOG TRUCKING LLC who is the owner of a 10.10-acre tract of land situated in the William L. Wilson Survey, Abstract Number 1553. City of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A, of Talco Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in in Instruments No. 202200057113

Presented by: Blake Moore

### **Background Information**

Hot Dog Trucking LLC has submitted a re-plat of a 10.10 acre tract of situated in the ETJ of Hutchins. The reason for the re-plat is to divide the parcel into 2 lots. Since it is in the ETJ we have no jurisdiction to regulate land use for this property. We have platting authority only.

Staff has reviewed the re-plat and all corrections requested have been made.

### **Budget Implications**

N/A

### **Operational Impact**

N/A

### **Legal Review**

N/A

### **Staff Recommendation**

Staff recommends Approval

### **Supporting Documentation and Attachments**

**OWNER'S CERTIFICATE**

STATE OF TEXAS §  
COUNTY OF DALLAS §

WHEREAS, HOT DOG TRUCKING LLC is the owner of a 10.10-acre tract of land situated in the William L. Wilson Survey, Abstract Number 1553. City of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A, of Talco Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in in Instruments No. 202200057113, Official Public Records, Dallas County, Texas, and being the same tract of land described in General Warranty Deed With Vendor’s Lien to HOT DOG TRUCKING LLC as recorded in Instrument Number 202200090898 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2-inch iron pipe found for the northwest corner of said HOT DOG TRUCKING tract, and at the southwest corner of a tract of land described in a deed to Jack Keller as recorded in Volume 88078, Page 1683, of the Deed Records of Dallas County, Texas, said corner being on the east right-of-way line of West Wintergreen Road (a 50-foot-wide public right-of-way);

**THENCE** North 89°35'03" East, departing the west right-of-way line of said W. Wintergreen Road, and along the north line of said HOT DOG TRUCKING tract and the south line of said Keller tract a distance of 547.49 feet to a 1/2-inch iron rod found at the southeast corner of said Keller tract and the southwest corner of a tract of land described in a deed to WHL DALLAS 45 LLC as recorded in Instrument Number 201500240391 (O.P.R.D.C.T.), for a corner,

**THENCE** North 88°52'38" East, along the north line of said HOT DOG TRUCKING tract and the south line of said WHL DALLAS 45 LLC tract, a distance of 215.72 feet to a 3/8 inch iron rod found, for a corner;

**THENCE** North 89°15'18" East, along the north line of said HOT DOG TRUCKING tract and the south line of said WHL DALLAS 45 LLC tract, a distance of 175.18 feet to a 3/8 inch iron rod found at the southeast corner of said WHL DALLAS 45 LLC tract and the southwest corner of a tract of land described in a deed to Bruce Williams as recorded in Instrument Number 202100158460 (O.P.R.D.C.T.), for a corner;

**THENCE** North 70°43'44" East, along the north line of said HOT DOG TRUCKING tract and the south line of said Williams tract a distance of 165.45 feet to a 60D nail found in post at the northeast corner of said HOT DOG TRUCKING tract and the northwest corner of a tract of land described in deed to Firebird Investments LLC, as recorded in Instrument Number 202000230263, (O.P.R.D.C.T.), for a corner;

**THENCE** South 01°15'04" East, along the east line of said HOT DOG TRUCKING tract and the west line of said Firebird Investments LLC tract, a distance of 452.58 feet to a 3/8-inch iron rod found at the southeast corner of said HOT DOG TRUCKING tract and the southwest corner of said Firebird

Investments LLC tract, and on the north right-of-way line of Talco Road (50-foot-wide Public Right-Of-Way), for a corner;

**THENCE** South 89°19'58" West, along the south line of said HOT DOG TRUCKING tract and the north right-of-way line of said Talco Road, a distance of 331.61 feet to a 1/2-inch iron rod found with yellow cap stamped "GEONAV", for a corner;

**THENCE** South 89°23'27" West, along the south line of said HOT DOG TRUCKING tract and the north right-of-way line of said Talco Road, a distance of 217.94 feet to a 3/8-inch iron rod found, for a corner;

**THENCE** North 89°50'59" West, along the south line of said HOT DOG TRUCKING tract and the north right-of-way line of said Talco Road, a distance of 550.08 feet to a 1/2-inch iron rod found at the southwest corner of said HOT DOG TRUCKING tract and the intersection of the north right-of-way line and the east right-of-way line of said W. Wintergreen Road, for a corner;

**THENCE** North 00°41'57" West, along the west line of said HOT DOG TRUCKING tract and the east right-of-way line of said W. Wintergreen Road, a distance of 392.15 feet to the **POINT OF BEGINNING** and containing 439,990 square feet or 10.1008 acres of land, more or less.

**BASIS OF BEARING**

Bearing system of this survey is based upon the Texas State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).

Notes:

1. THE COPYRIGHT OF THIS DRAWING IS VESTED IN AAAA PLUS SURVEYORS, LLC AND VPI MAY NOT BE REPRODUCED IN WHOLE OR PART OR USED FOR THE MANUFACTURE OF ANY ARTICLE WITHOUT THE EXPRESS PERMISSION OF THE COPYRIGHT HOLDERS. V2. WORK TO FIGURED DIMENSIONS ONLY. V3. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECT'S, SERVICE ENGINEER'S AND AAAA PLUS SURVEYORS, LLC DRAWINGS AND SPECIFICATIONS.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS, HOT DOG TRUCKING LLC is the owner of a 10.10-acre tract of land situated in the William L. Wilson Survey, Abstract Number 1553, City of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A, of Talco Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Instruments No. 202200057113, Official Public Records, Dallas County, Texas, and being the same tract of land described in General Warranty Deed With Vendors Lien to HOT DOG TRUCKING LLC as recorded in Instrument Number 202200090898 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pipe found for the northwest corner of said HOT DOG TRUCKING tract, and at the southwest corner of a tract of land described in a deed to Jack Keller as recorded in Volume 88078, Page 1683, of the Deed Records of Dallas County, Texas, said corner being on the east right-of-way line of West Wintergreen Road (a 50-foot-wide public right-of-way);

THENCE North 89°35'03" East, departing the west right-of-way line of said W. Wintergreen Road, and along the north line of said HOT DOG TRUCKING tract and the south line of said Keller tract a distance of 547.49 feet to a 1/2-inch iron rod found at the southeast corner of said Keller tract and the southwest corner of a tract of land described in a deed to WHL DALLAS 45 LLC as recorded in Instrument Number 201500240391 (O.P.R.D.C.T.), for a corner;

THENCE North 88°52'38" East, along the north line of said HOT DOG TRUCKING tract and the south line of said WHL DALLAS 45 LLC tract, a distance of 215.72 feet to a 3/8 inch iron rod found, for a corner;

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THENCE North 70°43'44" East, along the north line of said HOT DOG TRUCKING tract and the south line of said Williams tract a distance of 165.45 feet to a 60D nail found in post at the northeast corner of said HOT DOG TRUCKING tract and the northwest corner of a tract of land described in deed to Firebird Investments LLC, as recorded in Instrument Number 202000230263, (O.P.R.D.C.T.), for a corner;

THENCE South 01°15'04" East, along the east line of said HOT DOG TRUCKING tract and the west line of said Firebird Investments LLC tract, a distance of 452.58 feet to a 3/8-inch iron rod found at the southeast corner of said HOT DOG TRUCKING tract and the southwest corner of said Firebird Investments LLC tract, and on the north right-of-way line of Talco Road (50-foot-wide Public Right-Of-Way), for a corner;

THENCE South 89°19'58" West, along the south line of said HOT DOG TRUCKING tract and the north right-of-way line of said Talco Road, a distance of 331.61 feet to a 1/2-inch iron rod found with yellow cap stamped "GEONAV", for a corner;

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THENCE North 89°50'59" West, along the south line of said HOT DOG TRUCKING tract and the north right-of-way line of said Talco Road, a distance of 550.08 feet to a 1/2-inch iron rod found at the southwest corner of said HOT DOG TRUCKING tract and the intersection of the north right-of-way line and the east right-of-way line of said W. Wintergreen Road, for a corner;

THENCE North 00°41'57" West, along the west line of said HOT DOG TRUCKING tract and the east right-of-way line of said W. Wintergreen Road, a distance of 392.15 feet to the POINT OF BEGINNING and containing 439,990 square feet or 10.1008 acres of land, more or less.

BASIS OF BEARING

Bearing system of this survey is based upon the Texas State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).

OWNER'S DEDICATION

STATE OF TEXAS
COUNTY OF DALLAS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, HOT DOG TRUCKING LLC, acting through its undersigned agent, does hereby adopt this plat designating the herein above described property as TALCO ADDITION, LOTS 1R1 and 1R2, BLOCK A, an addition to the City of Hutchins, Dallas County, Texas, and does hereby dedicate to the public use forever, the streets and alleys shown hereon; and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of the City of Hutchins and all public utilities desiring to use, or using same. No buildings, fences, trees, shrubs, signs or other improvements shall be constructed or placed upon, over or across the easement strips on said plat. The City of Hutchins and utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, signs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective system in said Easement strips and The City of Hutchins and public utility entities shall at all times have the full right of ingress and egress to and from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing from all or parts of their respective systems without the necessity at any time of procuring permission from anyone. A Blanket Easement of a five (5) foot radius from the center point of all fire hydrants and a five (5) foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes, street lights) is hereby granted to the City of Hutchins for the purpose of constructing, reconstructing, inspecting and appurtenances.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Hutchins, Texas.

WITNESS my hand, this the \_\_\_ day of \_\_\_, 2025

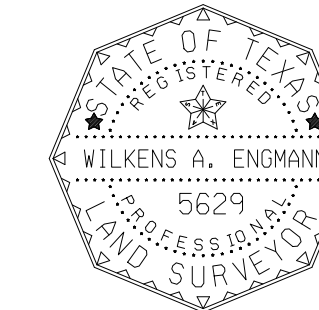
CITY OF HUTCHINS

ROGER FULLER, TRUSTEE

STATE OF TEXAS
COUNTY OF DALLAS

This is to certify that Wilkens Engmann, a Registered Professional Land Surveyor of the State of Texas, have platted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

Signature of Wilkens Engmann



Wilkens Engmann, R.P.L.S.
Texas RPLS No. 5629

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_ day of \_\_\_, 2025

Notary Public in and for the State of Texas

CERTIFICATE OF APPROVAL BY THE CITY OF HUTCHINS

All variances from the General Development Ordinance Approved by City Council

Joseph Matthews, P&Z Chairman, City of Hutchins

The undersigned, the City Secretary of the City of Hutchins, hereby certifies that the foregoing final plat of TALCO ADDITION, LOT 1R1 and 1R2, BLOCK A, Addition to the City of Hutchins was submitted for review and approved as Regsit meeting all requirements of the General Development Ordinance as set forth by the ordinances of the City of Hutchins on the this \_\_\_ day of \_\_\_, 2025, and including Acceptance of the dedication of streets, alleys, parks, easements, public places and water and sewer lines, as shown and set forth in and upon said plat, and further authorized the acceptance thereof by City Staff, signing as hereinabove subscribed in the capacity stated in accordance with City Ordinances.

WITNESS my hand, this the \_\_\_ day of \_\_\_, 2025

City Secretary
City of Hutchins, Texas

NOTES

- 1. Bearing system of this survey is based upon the Texas State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).
2. The coordinates shown hereon are Texas State Plane Coordinates System, North Central Zone, North American Datum of 1983 on grid coordinates values.
3. The property shown hereon is in either zone "X", areas determined to be outside the 0.2% annual flood plain or zone "D", areas in which flood hazards are undetermined, but possible, according to community panel 48113C0630K of the federal emergency management agency insurance rate map or flood hazard boundary map dated July 7, 2014.
4. Notice: Selling a portion of this addition by metes and bounds is a violation of city subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates
5. The purpose of this plat is to create two Lots for the development

Table with columns: REV, DESCRIPTION, BY, DATE. Rows A, B, C.

AAAA Plus Surveyors
1500 Hickory Creek Lane
Rockwall TX 75032
(214)738-0727
www.aaaaplussurveyors.com

CLIENT: HOT DOG TRUCKING LLC
PO BOX 1822
CEDAR HILL
TEXAS 75106-1822

SURVEYOR: AAAA Plus Surveyors, LLC
395 Florence Drive
Fate TX 75087
plot1@aaaaplussurveyors.com

DRAWN: EO CHECKED: WE DATE: 07/02/25 REVISION:

PROJECT NAME: 1202 W WINTERGREEN RD LANCASTER, TX 75134

DRAWING TITLE: REPLAT TALCO ADDITION

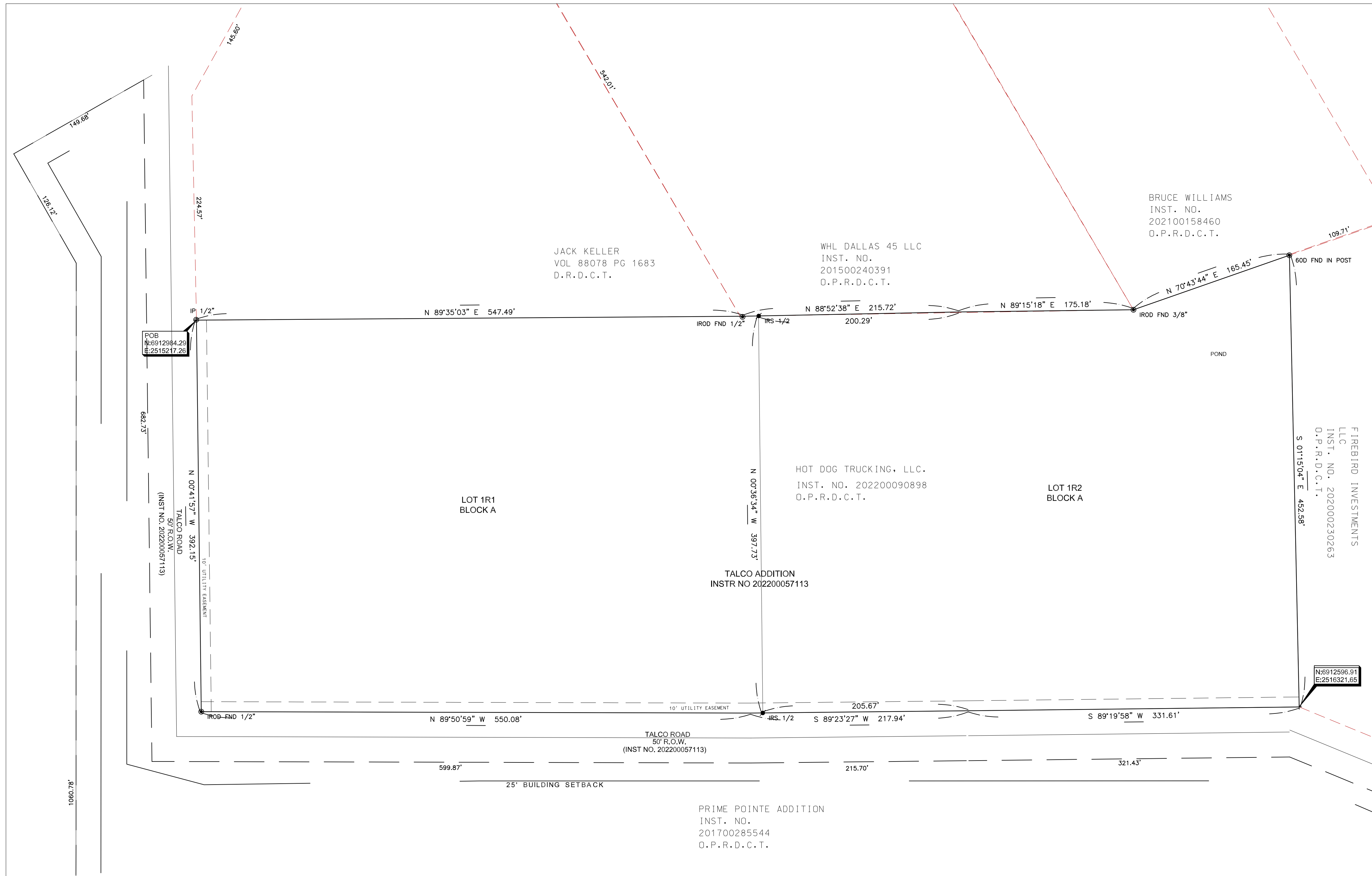
SCALE: 1"=60' SHEET SIZE: D SHEET NO: 1 of 1

PROJECT NO: 1202 STATUS: SURVEY

DRAWING NO: SUR/03232025

REPLAT
LOTS 1R1 & 1R2, TALCO ADDITION
BEING A REPLAT OF LOT 1, BLOCK A OF TALCO ADDITION
TO THE CITY OF HUTCHINS, DALLAS COUNTY, TEXAS AS
RECORDED IN INSTRUMENT NUMBER 202200057113,
OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

07/02/2025



PRIME POINTE ADDITION
INST. NO. 201700285544
O.P.R.D.C.T.

Signature and ID for Firebird Investments LLC

FIREBIRD INVESTMENTS LLC
INST. NO. 202000230263
O.P.R.D.C.T.

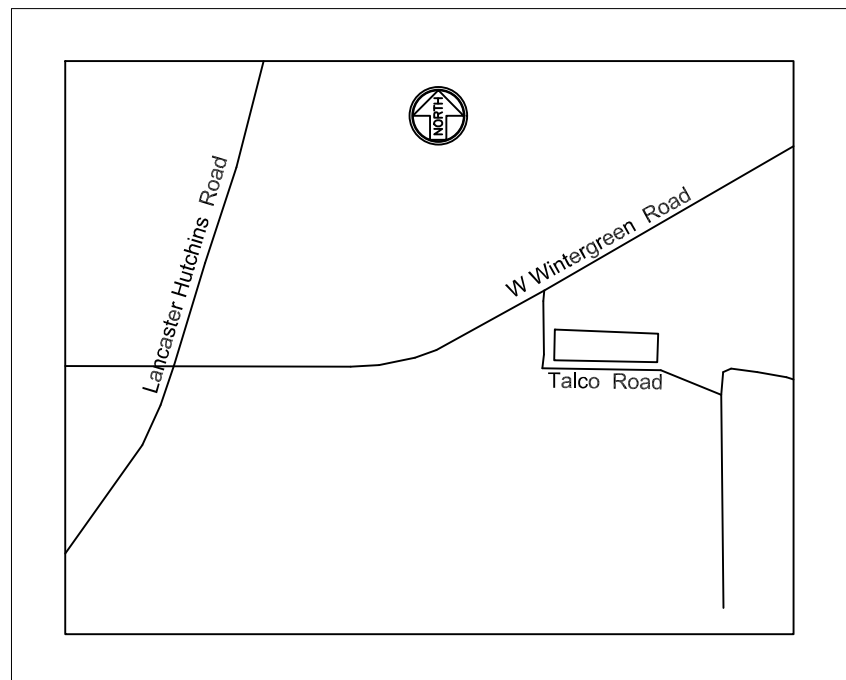
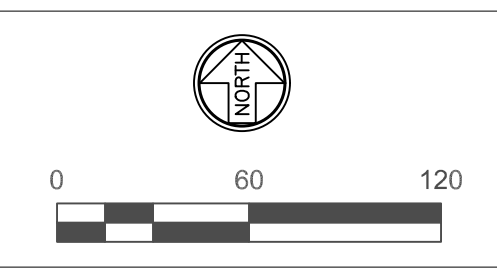
BRUCE WILLIAMS
INST. NO. 202100158460
O.P.R.D.C.T.

WHL DALLAS 45 LLC
INST. NO. 201500240391
O.P.R.D.C.T.

JACK KELLER
VOL 88078 PG 1683
D.R.D.C.T.

HOT DOG TRUCKING, LLC.
INST. NO. 202200090898
O.P.R.D.C.T.

TALCO ADDITION
INSTR NO 202200057113





# STAFF REPORT

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<b>MEETING DATE:</b>	December 15, 2025
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Cynthia Olguin
<b>AGENDA CAPTION:</b>	Discuss and consider polling location for May 2, 2026 General Election. Presented by Cynthia Olguin

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## **Background Information**

The planning and preparation for the May 2026 General Election has started, and staff will need to confirm the polling location in order to meet statutory deadlines, coordinate with Dallas County Elections, and begin preparing election notices.

In recent years, Hutchins City Hall at 321 N. Main St. has been the designated Election Day and Early Voting site. With the opening of the new City Hall and ongoing facility changes, staff is requesting direction from the City Council on which location you prefer to designate for the upcoming May election.

Statutory early voting will be held April 20–28, 2026, and Election Day is Saturday, May 2, 2026. The selected facility will need to be reserved for an estimated four (4) week period beginning Monday, April 13 for equipment delivery, setup, and election worker training, and remain available through the first week of May for equipment pickup by Dallas County.

Staff is requesting the council's directions on which facility you would like to designate as the polling location so we can coordinate with Dallas County Elections and move forward with the required preparations.

### 321 N. Main – Considerations:

- Location familiarity for voters and election workers from past elections
- Access to conference room and kitchen for election workers
- More parking for voters and election workers
- Minimal cleaning of only the rooms used, excluding the Council Chamber.

### Event Center – Considerations:

- More than enough space for workers and voters
- Rentals would need to be paused for at least four weeks
- Additional cleaning costs due to the size of the facility

## **Budget Implications**

## **Operational Impact**

**Legal Review** N/A

**Staff Recommendation**

**Supporting Documentation and Attachments**



# STAFF REPORT

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<b>MEETING DATE:</b>	December 15 <sup>th</sup> 2025
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Wanda Randle
<b>AGENDA CAPTION:</b>	Discuss and consider authorizing the City Administrator to execute a Professional Service Agreement with Letora Anderson, PLA, AICP

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## **Background Information**

The City of Hutchins seeks to honor the service and sacrifice of veterans within the community by creating a dedicated Veterans Memorial space directly east of City Hall. The memorial is intended to serve as a place of **tribute, reflection, and celebration**, representing the **past, present, and future** contributions of veterans.

Letora Anderson, a licensed landscape architect and certified planner, will collaborate with the city to develop a conceptual design that reflects the community's appreciation and vision for the memorial.

## **Scope of Work**

The professional services agreement includes the following tasks:

- **Task 1: Base mapping** – Preparation of base maps for the project site.
- **Task 2: Conceptual Landscape Plan** – Development of a conceptual design for the memorial.
- **Task 3: Conceptual Landscape Plan Presentation** (*optional, at no additional cost*) – Presentation of the concept to stakeholders or the public.

## **Budget Implications**

\$1760.00

## **Operational Impact**

NA

## **Legal Review**

Reviewed and cleared by legal

## **Staff Recommendation**

Staff recommend that the City Council **authorize the City Administrator to execute a professional services agreement with Letora Anderson in the amount of \$1,760** for the Veterans Memorial conceptual design.

**Supporting Documentation and Attachments**

Staff report

Agreement

Presentation

14 November 2025

**City of Hutchins, Texas**  
Wanda Randle, CHW, CTSS  
Director-Community Services & Park  
500 W. Hickman  
Hutchins, TX 75141

# Conceptual Landscape Design, Hutchins, Texas

## PROJECT DESCRIPTIONS

Letora Anderson, PLA, AICP will work with the City of Hutchins to a conceptual landscape design for a Veteran's Memorial at City Hall.

## SCOPE OF WORK

Tasks in the scope includes:

- TASK 1            BASEMAPPING
- TASK 2            CONCEPTUAL LANDSCAPE PLAN
- TASK 3            CONCEPTUAL LANDSCAPE PLAN PRESENTATION (optional, no additional cost)

## TERMS AND CONDITIONS

### A. Standard Terms

- . This agreement assumes that the client will promptly proceed with the project once the contract terms are accepted. However, if the project is delayed beyond one hundred and twenty (120) days from the start of work, it's understood and agreed upon that the standard hourly rates and the Total Fee may change, necessitating a new agreement.
- . When the client or their representative requests tasks to be performed, accepts documents, or acknowledges the work being done, they are also accepting the Scope of Work, Fee Schedule, Agreement Qualifications, Terms and Conditions, and Additional Services provisions outlined in this proposal.
- . Any revisions exceeding minor changes or additional tasks requested by the client will be billed at the Standard Hourly rates, in addition to fixed fees. Alternatively, a specific fee for the extra work must be approved before commencement.
- . Revisions, extra meetings, or public hearings not initially outlined in this proposal will be considered additional services.
- . Letora Anderson are not liable for any damages incurred by the client or their successors if documents or products created under this agreement are used in unintended ways. This includes instances such as preliminary designs being used for entitlement documents, entitlement documents being used for construction, or revisions to construction documents not carried out by Letora Anderson.
- . Letora Anderson are not liable for any damages incurred by the client or their successors if they direct the recipient of any documents or products to deviate from their intended purpose or direction.
- . Letora Anderson are not liable for any information provided to them by the client or other project team members not subcontracted by Letora Anderson. They assume no responsibility for the

accuracy of such information or services unless specifically contracted to review and verify its accuracy.

- Either party has the right to end this agreement by giving a written notice of termination at least 30 days in advance. If the agreement is terminated, Letora Anderson will deliver to the Client all task items that have been billed and paid for. Additionally, the Client must settle all fees and expenses for tasks that have been completed up to the termination date.
- If any part of this agreement is deemed unenforceable, the remainder of the agreement will still be upheld in full force.

B. Standard Hourly Rates (used only if additional work is desired)

Principal Landscape Architect	\$ 80.00 - \$110.00/Hour
Landscape Designer/Intern	\$ 40.00 - \$50.00/Hour

C. Fee Schedule

Phase	Percentage	Fee by Phase
Phase 1 (task 1)	20%	\$ 220
Phase 2 (tasks 2 and 3)	<u>80%</u>	<u>\$1,540</u>
	100%	
<b>Total Fee Estimated Not to Exceed</b>		<b>\$1,760</b>

D. Acceptance and Agreement

Letora Anderson shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Terms and Conditions as identified in this proposal. If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

**Letora Anderson, PLA, AICP (Consultant)**

**City of Hutchins (Client)**

\_\_\_\_\_  
Letora Anderson

\_\_\_\_\_  
Name

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# HUTCHINS VETERAN MEMORIAL

CITY COUNCIL MEETING  
12/15/2025



W J Lemmon Rd

Lancaster Hutchins Rd

Kanady St

W Hickman St

# PROJECT CONCEPTUAL DESIGN GOALS

1

## DETERMINE THE INTENT FOR THE SPACE

To provide an area which give TRIBUTE to the lives of Veterans in Hutchins, Tex

2

## DETERMINE WHAT THE SPACE REPRESENTS

Timeline, Events, Past, Present, Future?

3

## DETERMINE HOW DOES THE SPACE RELATE TO THE COMMUNITY

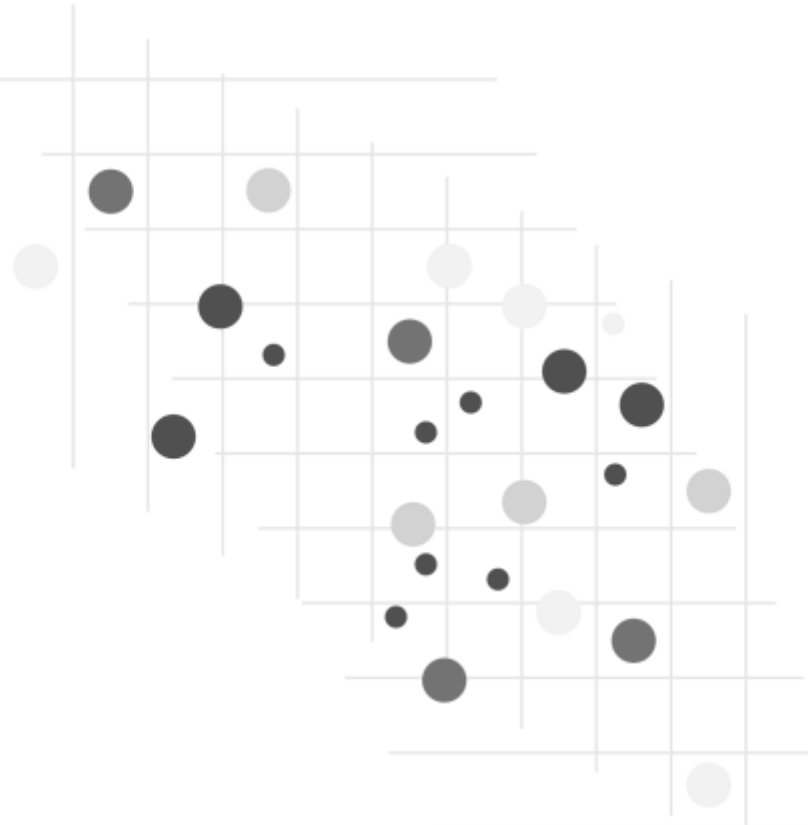
The City of Hutchins and residents' appreciation of veterans in the community

4

## DETERMINE HOW DO WE WANT VISITORS TO EXPERIENCE THESE ELEMENTS

Celebration, Reflection, Contemplation, Happiness

# CONSULTANT PROFILE



**Letora Anderson, PLA,  
AICP**

Landscape  
Architect/Urban Planner  
Over 13 years of  
experience

## EXPERIENCE

### Landscape Design

- Commercial & Office Parks
- Master Planned Communities
- Multi-family Developments
- Parks (Community, Neighborhood, Pocket)
- Streetscapes
- Veteran's Memorials

### Park Master Planning

- *Irving Parks, Rec and Open Space Master Plan*
- *Allen Trails Master Plan*
- *Plano Parks, Recreation, Open Space, and Trails Master Plan*
- *Terrell Parks, Recreation, and Open Space Master Plan*
- *The Colony Trails & Bikeways Master Plan*
- *McKinney Parks, Rec, Open Space & Trails Visioning Master Plan*

# EXPERIENCE | PARKS, PLAYGROUNDS, GARDENS

Section F, Item 4.

Martin Luther King Jr. Memorial Park  
Arkadelphia, AR



# EXPERIENCE | PARKS, PLAYGROUNDS, GARDENS



Hope Garden  
Dallas, TX



Southshore Development - Pocket Park  
Aurora, CO



Pflugerville, TX



Aurora, CO

# EXPERIENCE | RESIDENTIAL LANDSCAPES

Section F, Item 4.



# EXPERIENCE | STREETScape

Section F, Item 4.



# PROCESS | CONCEPTUAL DESIGN APPROACH

## VISION CRITERIA

- Community
- Healing
- Remembrance
- Celebrate
- Experience
- Hope and Renewal
- Contemplation



## SITE CRITERIA

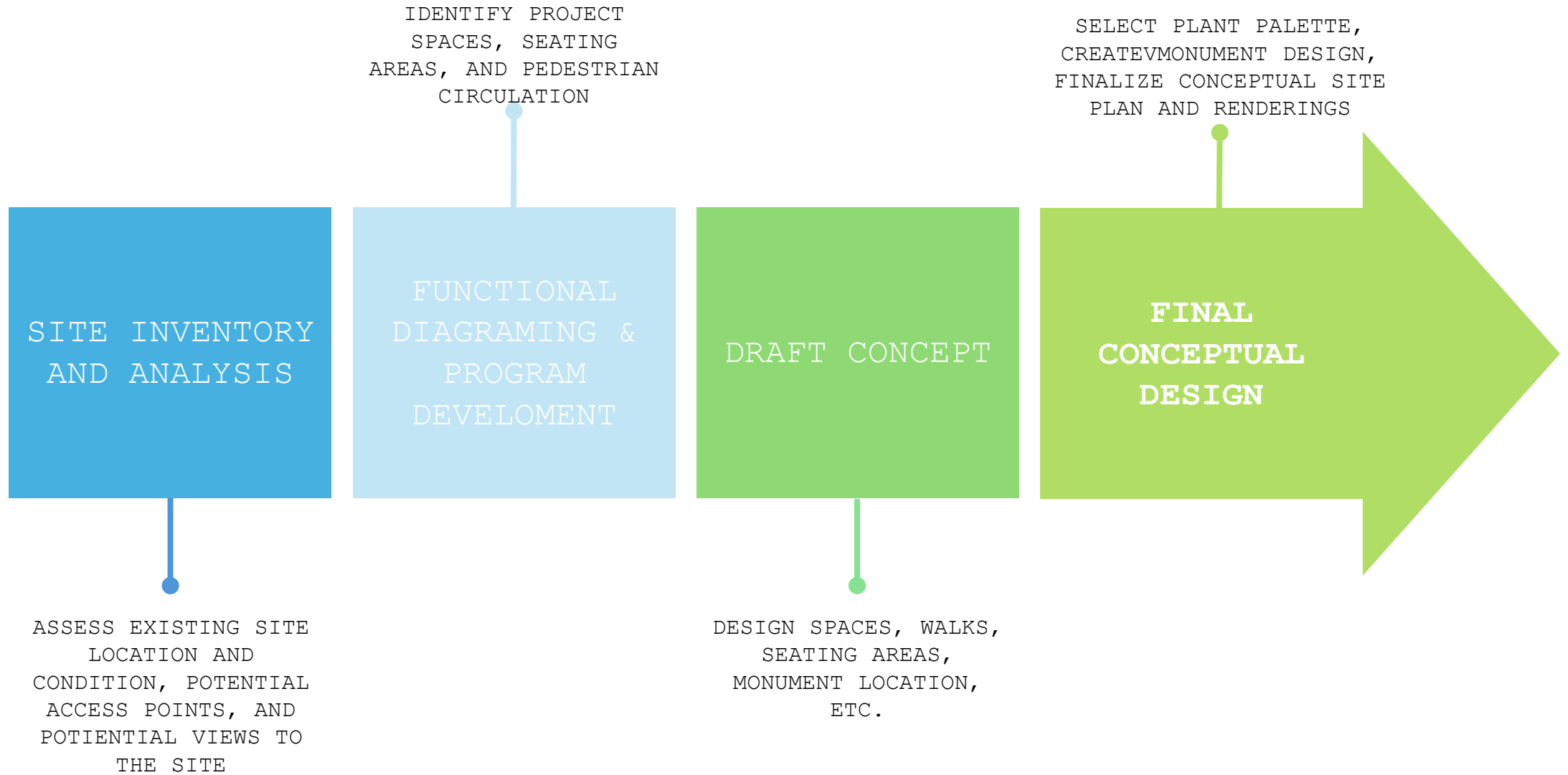
- ADA / Access
- Views
- Topography
- Drainage
- Sustainability (y/n)



## CONCEPT CRITERIA

- Processional Experience
- Focus on 'Activity Space'
- Experiential Walks
- In-direct Connectivity
- Element a Direct Relationship with Time
- Visual Emphasis
- Discovery
- Active to Passive Experience
- Element viewed as a whole from Afar
- Element viewed as individuals in Close Relation

# PROCESS | CONCEPTUAL DESIGN APPROACH



**THANK YOU!**

QUESTIONS?



# STAFF REPORT

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<b>MEETING DATE:</b>	December 15, 2025
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Cynthia Olguin, City Secretary
<b>AGENDA CAPTION:</b>	Discuss and consider a Resolution approving the 2026 City Council Meeting Schedule. Presented by: Cynthia Olguin

---

## **Background Information**

For the council's review and consideration, attached is the proposed council meeting schedule for 2026.

## **Budget Implications**

N/A

## **Operational Impact**

N/A

## **Legal Review**

N/A

## **Staff Recommendation**

Staff recommends approval.

## **Supporting Documentation and Attachments**

Draft Meeting Dates

Resolution

**CITY OF HUTCHINS  
RESOLUTION NO. R 2025-12-1305**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS,  
TEXAS, APPROVING THE 2026 CITY COUNCIL MEETING SCHEDULE;  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hutchins, Texas holds its regularly scheduled meetings on the first and third Monday of each month at 6:30 p.m;

**WHEREAS**, the City Council of the City of Hutchins, Texas will allow for recesses for the calendar year 2025 holidays recognized and observed in accordance with the City of Hutchins’ Personnel Manual, and regular city council meetings that conflict with a holiday shall be rescheduled or canceled as set forth in Exhibit A;

**WHEREAS**, all other regular city council meetings shall be held as regularly scheduled on the first and third Monday of each month; and

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

**Section 1:** The City Council of the City of Hutchins finds it is in the best interest of the city to reschedule or cancel regular city council meetings that conflict with holidays for the calendar year 2026, as shown in Exhibit A.

**Section 2:** This resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL on this 15th day  
of December 2025.**

APPROVED:

\_\_\_\_\_  
MARIO VASQUEZ, MAYOR

ATTEST:

\_\_\_\_\_  
CYNTHIA OLGUIN, CITY SECRETARY

**2026 CITY COUNCIL MEETING SCHEDULE**

**JANUARY**

Monday January 5, 2026  
Tuesday January 20, 2026 *(January 19, 2026 – MLK Holiday)*

**FEBRUARY**

Monday February 2, 2026  
Monday February 16, 2026

**MARCH**

Monday March 2, 2026  
Monday March 16, 2026

**APRIL**

Monday April 6, 2026  
Monday April 20, 2026

**MAY**

Tuesday May 12, 2026 (Canvass) *Statutory deadline to canvass May 13, 2026*  
Thursday May 28, 2026 *City Council Retreat*

**JUNE**

Monday June 1, 2026  
Monday June 15, 2026

**JULY**

Tuesday July 7, 2026 *(Fourth of July weekend)*  
Monday July 20, 2026

**AUGUST**

Monday August 3, 2026  
Monday August 17, 2026

**SEPTEMBER**

Tuesday September 8, 2026 *(September 7, 2026 - Labor Day)*  
Monday September 21, 2026

**OCTOBER**

Monday October 5, 2026  
Monday October 19, 2026

**NOVEMBER**

Monday November 16, 2026

**DECEMBER**

Monday December 14, 2026

DRAFT



# STAFF REPORT

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<b>MEETING DATE:</b>	December 15, 2025
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Blake Moore
<b>AGENDA CAPTION:</b>	Discuss and consider demolishing the carwash and removing the concrete at 625 W Hickman St.
	Presented by: Blake Moore

---

## **Background Information**

The City has recently purchased the 3 lots at 625 W. Hickman St. There is currently an old dilapidated car wash that has become an eye sore and The City of Hutchins would like to demo the car wash and remove the concrete and bring in fill dirt and sod to make it more appealing and create a greenspace. We have an asbestos survey report and it the report shows no asbestos.

The City Staff has solicited demolition proposals and received the following 3 bids:

- 1) Billy L. Nabors Demolition- \$8735.00
- 2) Lloyd D. Nabors Demolition- \$6912.20
- 3) JRP Demolition- \$14,575

## **Budget Implications**

N/A

## **Operational Impact**

N/A

## **Legal Review**

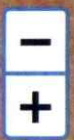
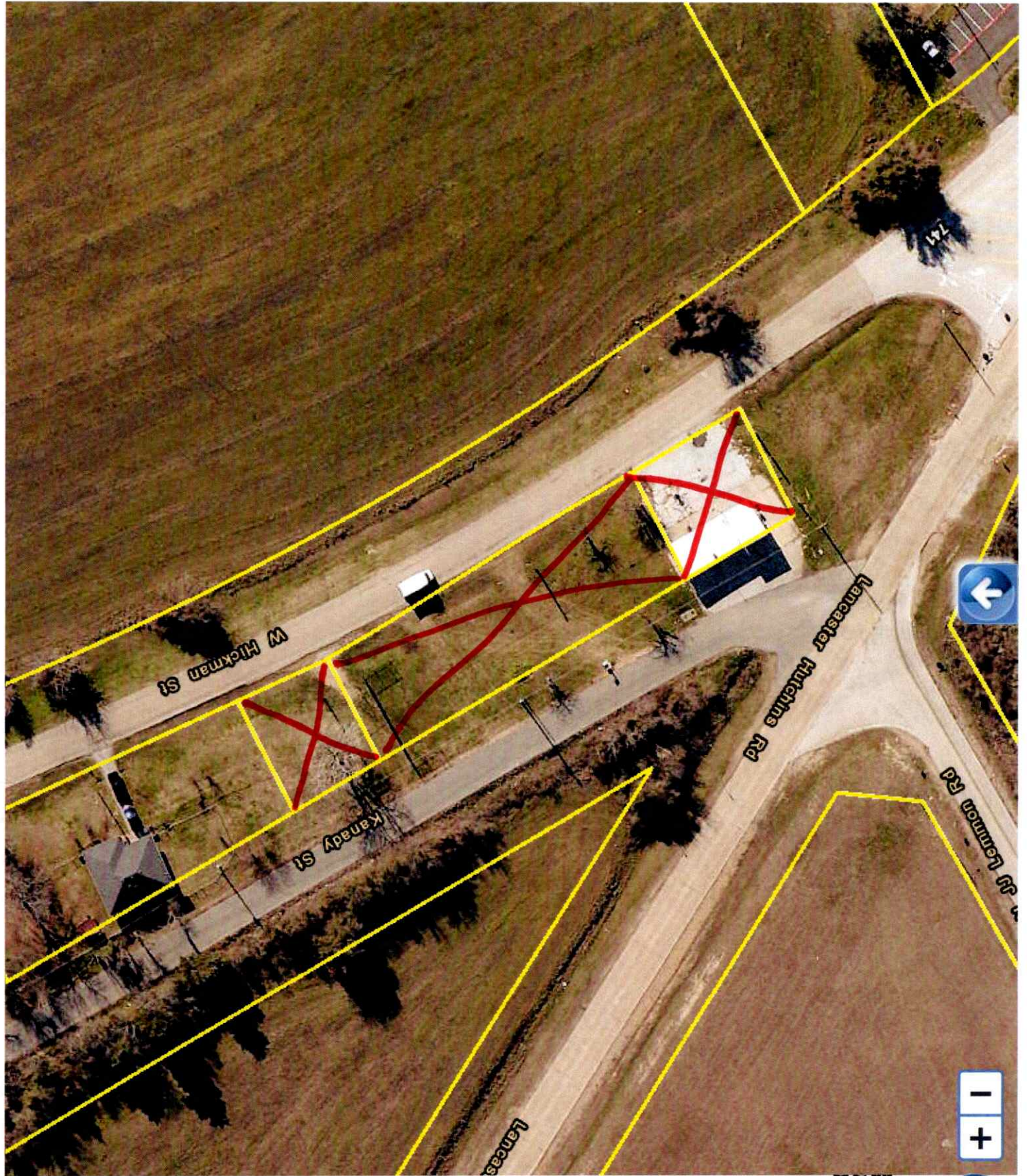
N/A

## **Staff Recommendation**

Staff recommends that the City Council approval the demolition of the car wash and Authorize the City to award the contract to the lowest responsible bidder.

## **Supporting Documentation and Attachments**

Section F, Item 6.



DCAD  
Property  
Map





**DCG Environmental, LLC**

211 W Pleasant Run Rd Ste 111  
Lancaster, TX 75146  
shines@dcgenvironmental.com  
www.dcgenvironmental.com

**INVOICE**

BILL TO  
The City of Hutchins  
Tim Rawlings  
214-608-7635  
trawlings@cityofhutchinstx.gov

INVOICE      CB101525.01  
DATE          10/16/2025  
TERMS        Net 30  
DUE DATE    11/15/2025

ACTIVITY	QTY	RATE	AMOUNT
Carwash 735 Kanady Street Hutchins, TX 75141			
Asbestos Survey Report	1	450.00	450.00
Asbestos Bulk Samples	2	22.00	44.00
Asbestos Survey Site Visit	1	125.00	125.00

Thank you for your business and have a great day!

BALANCE DUE

**\$619.00**

Pay invoice

10/16/2025



# LIMITED ASBESTOS SURVEY REPORT

**Garwash**  
**735 Kanady Street**  
**Hutchins, TX 75141**

Prepared for:



Prepared by  
**DCG Environmental, LLC**  
 211 W Pleasant Run Rd, Ste 111  
 Lancaster, TX 75146  
 Phone: 972-876-0008  
[www.dcgenvironmental.com](http://www.dcgenvironmental.com)

*Monica Becerra*  
 Monica Becerra  
 TDSHS Mold Assessment Consultant  
 Texas License No. MAC1954  
 Expiration: 06/26/2027



# Limited Asbestos Survey Report

## Carwash

735 Kanady Street  
Hutchins, TX 75141

DCG Project No. CB101525.01

### 1.0 INTRODUCTION

DCG Environmental, LLC. (DCG) conducted a limited asbestos survey of the Carwash located at 735 Kanady Street, Hutchins, Texas 75141 due to demolition. This survey was conducted on October 15, 2025, by a State of Texas licensed Asbestos professional in general accordance with the agreement between The City of Hutchins and DCG.

The exterior portions of the structure were surveyed and homogeneous areas of suspect asbestos containing building materials (ACBM) were visually identified and documented. Although reasonable effort was made to survey accessible suspect materials, additional suspect but un-sampled materials could be in walls, voids, or in other concealed areas. Suspect ACBM samples were collected in general accordance with the sampling protocols outlined in Environmental Protection Agency (EPA) regulation 40 CFR 763 and in compliance with the Texas Asbestos Health Protection Rules (TAHPR). A minimum of three bulk samples were collected for each homogeneous area. By definition, a homogeneous area means an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color, texture and is installed within the same period.

#### 1.1 Project Objective

The objective of the asbestos survey was to identify the presence and location of accessible friable and non-friable ACM present in the affected areas within the above referenced property.

The Texas Senate Bill 509 and EPA regulation 40 CFR 61, Subpart M, The National Emission Standards for Hazardous Air Pollutants (NESHAP) require that an asbestos survey be performed prior to renovation or demolition activities.

### 2.0 FIELD ACTIVITIES

The survey was conducted by Monica Becerra, a Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector, license No. 60-3735.

A copy of each license is attached in Appendix C. The survey was conducted in general accordance with the sample collection protocols established in TAHPR. A summary of survey activities is provided on the next page.

## 2.1 Visual Assessment

Our survey activities began with visual observation of the exterior portions of the structure to identify homogeneous areas of suspect ACM. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture, and date of application. The assessment was conducted throughout visually accessible areas of the building. Building materials identified as concrete, glass, wood, masonry, metal, or rubber were not considered suspect ACM.

## 2.2 Physical Assessment

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized, or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

## 2.3 Sample Collection

Based on results of the visual observation, bulk samples of ACM were collected in general accordance with TAHPR sampling protocols. Random samples of suspect material were collected in each homogeneous area. Sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers.

There was a total of two (2) homogeneous areas of suspect ACM and the total number of samples collected from the building was two (2). A map showing the location of each sample collected is in Appendix B.

## 2.4 Sample Analysis

The suspect ACM samples were delivered under proper chain of custody (COC) to Cates Laboratories of Dallas, Texas, a National Voluntary Laboratory Accreditation Program (NVLAP) Lab #200569-0 and Texas Department of State Health Services (TDSHS) laboratory License #30-0287, for analysis by Polarized Light Microscopy (PLM) with dispersion staining techniques per EPA Method 600/R-93/116. The percentage of asbestos applicable was determined by microscopic visual estimation.

Asbestos-containing material (ACM), as defined by the EPA and OSHA are any materials containing more than one percent (> 1%) asbestos. State of Texas TAHPR regulations define ACM as being 1% or greater.

Sample analysis reported, as "None Detected" should be interpreted as meaning no asbestos was observed in the suspect material using the PLM method.

Sample analysis reported as "Not Analyzed – Positive Stop" should be interpreted as meaning a sample of the same homogeneous material was analyzed with an asbestos content greater than 1%. Further analysis is therefore considered unnecessary.

## 3.0 FINDINGS AND RECOMMENDATIONS

Laboratory analysis of the exterior samples that were collected during the survey indicated the absence of asbestos in the material that was sampled.

**No asbestos containing materials were discovered**, and renovation activities may continue. If materials other than steel, concrete, glass, or rubber are to be disturbed that are not covered in this report or prior ACM reports, these materials will need to be sampled to prove the absence of asbestos containing materials. Construction staff shall have asbestos awareness training compliant with OSHA 29 CFR 1926.1101 or 1910.1001.

If materials other than steel, metal, concrete, glass, or rubber are encountered during renovations that are not addressed in this inspection, the contractor should contact DCG Environmental, LLC., for additional sampling prior to disturbance.

## 4.0 GENERAL COMMENTS

This asbestos survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions, and recommendations expressed in this report are based on conditions observed during our survey of the property.

The information contained in this report is relevant to the date on which this survey was conducted and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by The City of Hutchins for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary.

DCG does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, expressed or implied, is made.

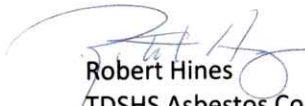
Respectfully submitted,



Monica Becerra

TDSHS Asbestos Inspector No. 60-3735

DCG Environmental, LLC



Robert Hines

TDSHS Asbestos Consultant No. 10-5811

DCG Environmental, LLC

# Appendix A

## Analytical Data Sheets

## PLM REPORT SUMMARY



NVLAP Lab No. 200569-0  
TDSHS License No. 30-0287

Client: DCG Environmental, LLC	Lab Job No.: PLM-42381
Project (Line 1): Car Wash	Set No.: 61162
Project (Line 2): 735 Kanady St., Hutchins, TX	Report Date: 10/16/2025
Project No: CB101525.01	Sample Date: 10/15/2025
Identification: Asbestos, Bulk Sample Analysis	
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS) EPA Method 600/R-93/116	

On 10/15/2025, two (2) bulk samples were submitted by Ms. Monica Becerra of DCG Environmental, LLC for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1425204	1	Brick & Mortar - Exterior	None Detected - Brick None Detected - Mortar
CL1425205	2	Concrete - Exterior Floor	None Detected - Concrete

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

### PLM REPORT SUMMARY

**Cates Laboratories**  
1339 Motor Circle  
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0  
TDSHS License No. 30-0287

Client: DCG Environmental, LLC

Lab Job No.: PLM-42381

Project (Line 1): Car Wash

Set No.: 61162

Project (Line 2): 735 Kanady St., Hutchins, TX

Report Date: 10/16/2025

Project No: CB101525.01

Sample Date: 10/15/2025

Identification: Asbestos, Bulk Sample Analysis

Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)  
EPA Method 600/R-93/116

Page 2 of 2

On 10/15/2025, two (2) bulk samples were submitted by Ms. Monica Becerra of DCG Environmental, LLC for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein.

### STATEMENT OF LABORATORY ACCREDITATION

The samples were analyzed in general accordance with the procedures outlined in the U.S. EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples as found in 40 CFR, Part 763, Subpart E, Appendix E (formerly Subpart F, Appendix A), or the current U.S. EPA method (EPA Method 600/R-93/116) for the analysis of asbestos in building materials, by polarized light microscopy. The results of each bulk sample relate only to the material tested and the results shall not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government.

Specific questions concerning bulk sample results shall be directed to the Laboratory Director.

Analyst: Curtis Grigg



Laboratory Director: John R. Cates, P.G.



Approved Signatory:



TESTING  
NVLAP LAB CODE 200569-0



**Cates Laboratories**

1339 Motor Circle  
Dallas, Texas 75207 (214) 920-5006

**Bulk Asbestos Analysis Sheet**

EPA Method 600/R-93/116

NVLAP Lab No. 200569-0  
TDSHS License No. 30-0287

Client: **DCG Environmental, LLC**  
Project (Line 1): **Car Wash**  
Project (Line 2): **735 Kanady St., Hutchins, TX**  
Project #: **CB101525.01**  
Field ID #: **1**

Lab Proj #: **PLM-42381**  
Set #: **61162**  
Sample #: **CL1425204**  
Page 1 of 1

Sample Description: **Brick & Mortar - Exterior**

**Layer 1 Brick**

Stereoscopic Examination

	<u>Color</u>	<u>Texture</u>	<u>Homogeneous?</u>	<u>% Fibrous</u>	<u>% Asbestos</u>	<u>% of Sample</u>		
PLM Examination:	<b>Brick Red</b>	<b>Blocky/Hard</b>	<b>Yes</b>	<b>ND</b>	<b>ND</b>	<b>80</b>		
<u>Components</u>	<u>% +/-</u>	<u>Morphology</u>	<u>Color/ Pleochroism</u>	<u>Parallel Ref. Index</u>	<u>Perpendicular Ref. Index</u>	<u>Biref</u>	<u>Extinction Angle</u>	<u>Sign of Elongation</u>
<b>Fired Clays</b>	<b>100</b>	<b>Non-fibrous</b>						
<u>Prep/treatment:</u>	<b>mechanical separation</b>		<u>Asbestos Content:</u>	<b>None Detected</b>				

**Layer 2 Mortar**

Stereoscopic Examination

	<u>Color</u>	<u>Texture</u>	<u>Homogeneous?</u>	<u>% Fibrous</u>	<u>% Asbestos</u>	<u>% of Sample</u>		
PLM Examination:	<b>Grey</b>	<b>Hard / Blocky</b>	<b>Yes</b>	<b>ND</b>	<b>ND</b>	<b>20</b>		
<u>Components</u>	<u>% +/-</u>	<u>Morphology</u>	<u>Color/ Pleochroism</u>	<u>Parallel Ref. Index</u>	<u>Perpendicular Ref. Index</u>	<u>Biref</u>	<u>Extinction Angle</u>	<u>Sign of Elongation</u>
<b>Aggregate</b>	<b>65</b>	<b>Non-fibrous</b>						
<b>Cement Binders</b>	<b>35</b>	<b>Non-fibrous</b>						
<u>Prep/treatment:</u>	<b>mechanical separation</b>		<u>Asbestos Content:</u>	<b>None Detected</b>				

Comments:

Analyst: **Curtis Grigg**  
Date Analyzed: **10/16/2025**  
Lab Job #: **PLM-42381** Sample #: **CL1425204**

**Bulk Asbestos Analysis Sheet**



EPA Method 600/R-93/116

NVLAP Lab No. 200569-0  
TDSHS License No. 30-0287

Client: **DCG Environmental, LLC**  
 Project (Line 1): **Car Wash**  
 Project (Line 2): **735 Kanady St., Hutchins, TX**  
 Project #: **CB101525.01**  
 Field ID #: **2**

Lab Proj #: **PLM-42381**  
 Set #: **61162**  
 Sample #: **CL1425205**  
 Page 1 of 1

Sample Description: **Concrete - Exterior Floor**

**Layer 1 Concrete**

Stereoscopic Examination

			<u>Color</u>	<u>Texture</u>	<u>Homogeneous?</u>	<u>% Fibrous</u>	<u>% Asbestos</u>	<u>% of Sample</u>
PLM Examination:			<b>Grey</b>	<b>Cementitious</b>	<b>Yes</b>	<b>ND</b>	<b>ND</b>	<b>100</b>
<u>Components</u>	<u>% +/-</u>	<u>Morphology</u>	<u>Color/ Pleochroism</u>	<u>Parallel Ref. Index</u>	<u>Perpendicular Ref. Index</u>	<u>Biref</u>	<u>Extinction Angle</u>	<u>Sign of Elongation</u>
<b>Aggregate</b>	<b>60</b>	<b>Non-fibrous</b>						
<b>Cement Binders</b>	<b>40</b>	<b>Non-fibrous</b>						
<u>Prep/treatment:</u> <b>mechanical separation</b>			<u>Asbestos Content:</u> <b>None Detected</b>					

Comments:

Analyst: **Curtis Grigg**  
 Date Analyzed: **10/16/2025**

Lab Job #: **PLM-42381**      Sample #: **CL1425205**



CHAIN OF CUSTODY

CL Project No. PLM 42381  
(Lab Only) (set 61162)

Company: DCG Environmental

Contact/Results to: \_\_\_\_\_ Verbal  Email  Fax  (check all that apply)

Email(s): lorrie@dcgenvironmental.com, shines@dcgenvironmental.com, misti@dcgenvironmental.com

Telephone No.: 972-876-0008 Fax No.: \_\_\_\_\_

**Project Information**

Project: Carwash Project No.: CB101525.01

Address: 735 Kanady St, Hutchins TX P.O. No.: \_\_\_\_\_

**Turnaround (check one)**

CLEARANCE (PCM)  ASAP (SAME DAY)  RUSH (1-DAY)  2-DAY  STANDARD (3-4-DAY)  5-DAY

(IMMEDIATE)

**Testing Services (check all that apply, use separate COC's for Asbestos & IAQ)**

<b>Asbestos</b>		<b>IAQ - Mold (Non-Viable)</b>
<b>PLM-BULK</b> EPA 600/R-93/116 <input checked="" type="checkbox"/> Point Count (400) <input type="checkbox"/>	<b>PCM-AIR</b> NIOSH 7400 <input type="checkbox"/> OSHA: TWA <input type="checkbox"/>	<b>AIR (spore trap)</b> - Standard Profile (count/genus identification) <input type="checkbox"/> <b>AIR (spore trap)</b> - Expanded Profile (w/insect parts/pollen/skin) <input type="checkbox"/> <b>BULK (tape lift, swab)</b> - Standard Profile (genus identification) <input type="checkbox"/>

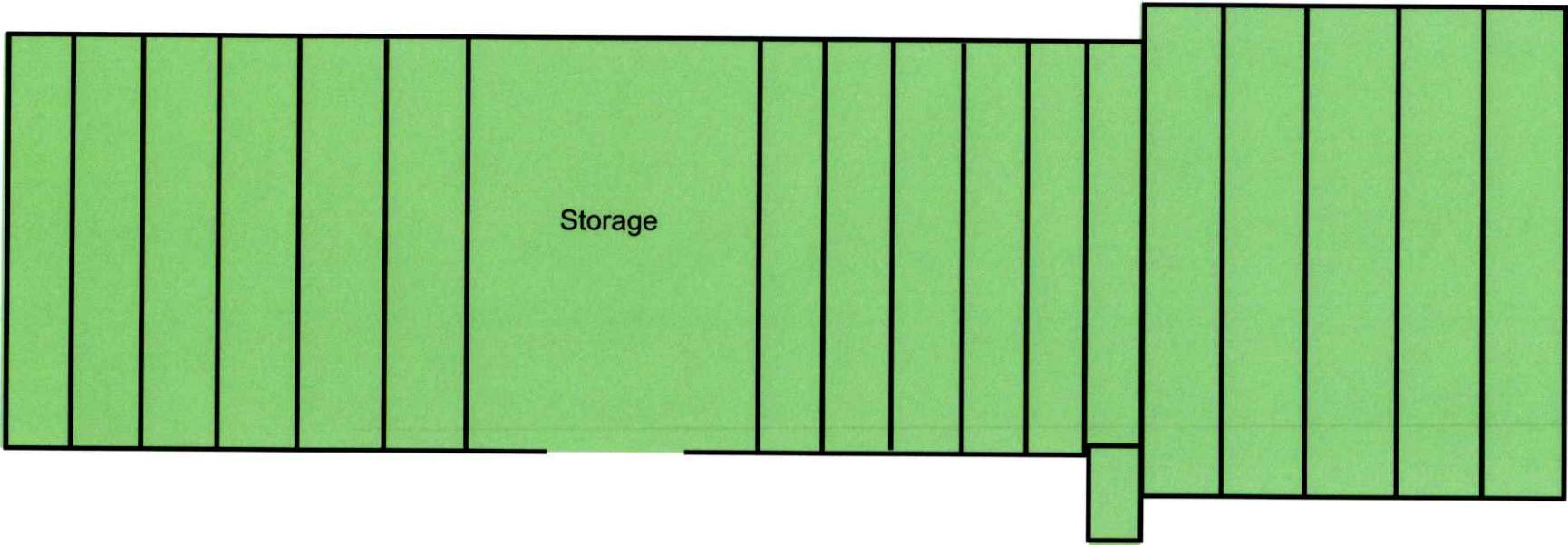
CatesLab No. Range (Lab Only): <u>1425204 - 1425205</u>	Sample Date: <u>10/15/25</u>	No. of Samples: <u>2</u> Positive Stop: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
--	---------------------------------	---

Sample No.	Sample Description/Location	Volume (air only)
1	Brick + mortar / exterior	
2	concrete / Exterior floor	

<b>Relinquished By:</b> <u>Monica Beuce</u>	<b>Date/Time:</b> <u>10/15/25</u>	<b>Received By:</b> <u>Misty Baker</u>	<b>Date/Time:</b> <u>10/15/25 14:27</u>
--	--------------------------------------	---	--

# Appendix B

## Sample Location Maps



211 W Pleasant Run Rd, Ste 111  
Lancaster, TX 75146

[www.dcgenvironmental.com](http://www.dcgenvironmental.com)

(972) 876-0008

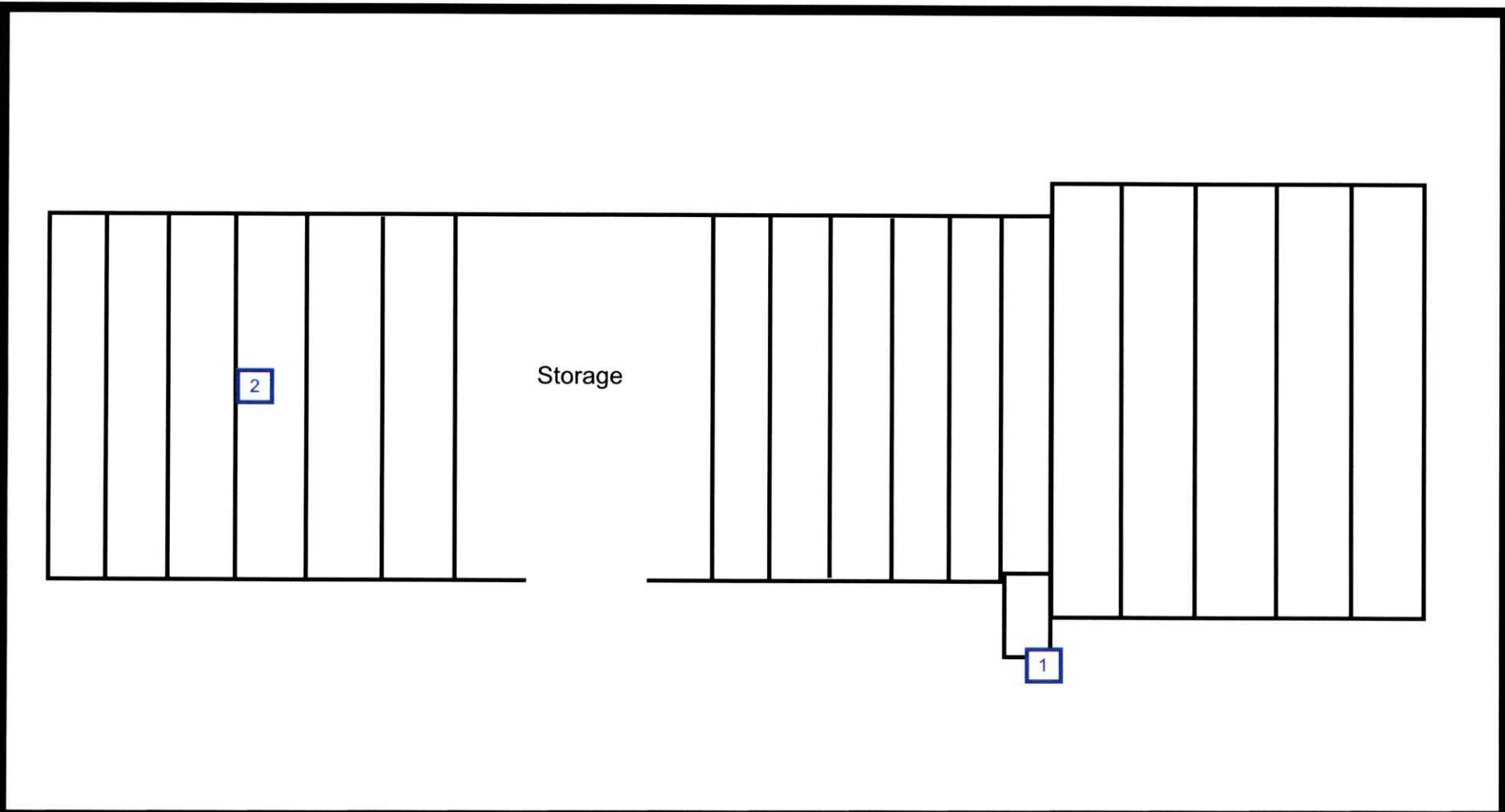
**Carwash**  
**735 Kanady Street**  
**Hutchins, TX 75141**

CB101525.01

*Monica Becerra*  
Monica Becerra  
TDSHS Mold Assessment Consultant  
Texas License No. MAC1954  
Expiration: 06/26/2027

**Area of Survey**





211 W Pleasant Run Rd, Ste 111  
Lancaster, TX 75146

[www.dcgenvironmental.com](http://www.dcgenvironmental.com)



(972) 876-0008

**Carwash**  
**735 Kanady Street**  
**Hutchins, TX 75141**

CB101525.01

*Monica Becerra*  
Monica Becerra  
TDSHS Mold Assessment Consultant  
Texas License No. MAC1954  
Expiration: 06/26/2027

**Sample Location Map**

-  - Does Not Contain Asbestos
-  - Contains Asbestos

# Appendix C

## Licensing & Certifications



Texas Department of State Health Services

DCG ENVIRONMENTAL LLC DBA  
DELTA CONSULTING GROUP

*is certified to perform as an*

**Asbestos Consultant Agency**

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.*



**License Number: 100541**

**Expiration Date: 06/13/2026**

**Control Number: 97657**

*Jennifer Shuford, MD*  
**Jennifer Shuford, MD, MPH,**  
**Commissioner of Health**

**(Void After Expiration Date)**

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

**Texas Department of  
State Health Services**

**Asbestos Individual Consultant**

**ROBERT A HINES**

**License No. 105811**

**Control No. 98400**

**Expiration Date: 12-May-2026**



**Asbestos Inspector**

**MONICA BECERRA**

**License Number: 603735**

**Control Number: 101034**

**Expiration Date: 19-Nov-2026**



SEE BACK

VOID IF ALTERED - NON-TRANSFERABLE

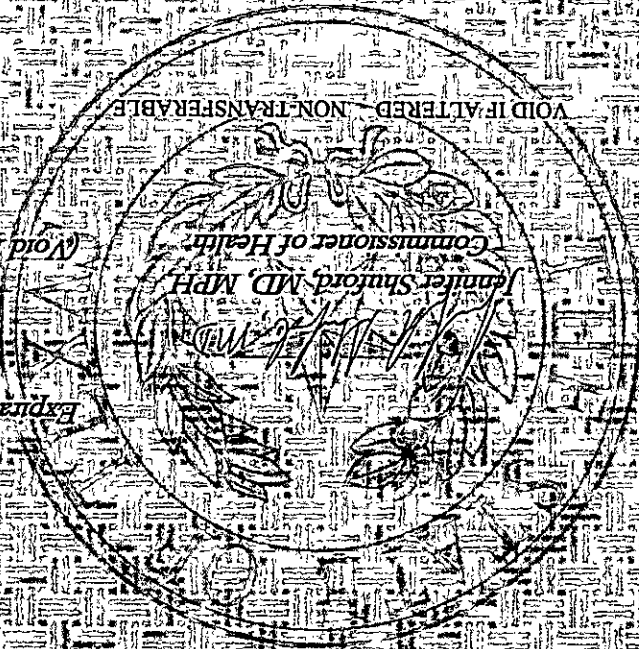
(Void After Expiration Date)

Control Number: 96872

Janette Shuford MD MPH  
Commissioner of Health

License Number: 300287

Expiration Date: 04/07/2027



in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code Chapter 1954 and Title 17, Texas Administrative Code, Chapter 205 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.

Asbestos Laboratory  
PCM, PLM

is certified to perform as an

GATES LABORATORIES INC

Texas Department of State Health Services



United States Department of Commerce  
National Institute of Standards and Technology



**Certificate of Accreditation to ISO/IEC 17025:2017**

NVLAP LAB CODE: 200569-0

**Cates Laboratories, Inc.**  
Dallas, TX

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:*

**Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communique on ISO/IEC 17025).*

2025-04-01 through 2026-03-31

Effective Dates



For the National Voluntary Laboratory Accreditation Program



**Billy L. Nabors Demolition**  
"WE COULD WRECK THE WORLD"

Billy L. and Joan Nabors, Inc.  
2802 N. Hwy 175 | Seagoville, TX 75159  
Tel. (972) 287-2287 | Fax (972) 287-4168  
estimating@naborsdemo.com  
Proposal No. 25-1010

October 15, 2025

City of Hutchins

Tel. 214-608-7635

Attention: Tim Rawlings

Email: [trawlings@cityofhutchinstx.gov](mailto:trawlings@cityofhutchinstx.gov)

Project: 625 W Hickman St.,  
Hutchins, TX 75141

*We hereby propose to furnish all materials, equipment and labor to accomplish the demolition for the above-mentioned project as follows:*

SCOPE OF WORK: SITE DEMO

- PULL CITY OF HUTCHINS DEMOLITION PERMIT.
- DEMOLISH EXISTING CAR WASH BUILDING & FOUNDATION DOWN TO DIRT; REMOVE PIERS 4' BELOW EXISTING DIRT GRADE.
- REMOVE CONCRETE & ASPHALT PAVEMENT UP TO STREET.
- REMOVE VACUUM STATIONS
- REMOVE SAND TRAPS
- LOAD, TRANSPORT, AND LEGALLY DISPOSE OF RESULTANT DEBRIS

**Total ----- \$8,735.00**

*ADD \$240.21 sales tax if customer is taxable*

SUBJECT TO THE FOLLOWING CONDITIONS:

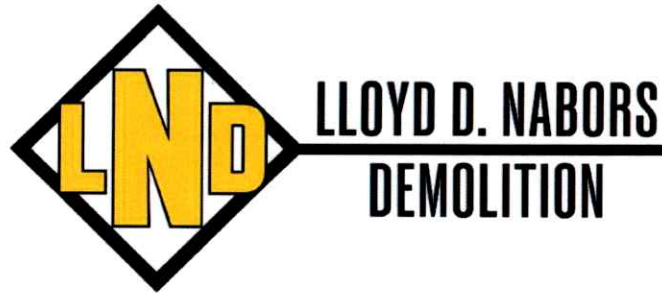
- Should contractor / owner furnish a sales tax exemption or resale certificate to BND, sales tax shall not be added
- If existing slab or flatwork are not designated to be removed as part of the scope listed above, BND will take precaution to not harm, but cannot be held responsible for any potential damage to those areas.
- All salvage not designated otherwise shall become the property of BND
- This document shall become a part of any resultant contract
- Provide 1 (one) mobilization
- Additional mobilizations are \$2,500.00 per piece of equipment and per crew

THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THIS PROPOSAL:

- Asbestos survey / abatement / TDH fees
- Handling of hazardous materials / tanks / containers

Revised August 6, 2025





1330 Dowdy Ferry Rd. Hutchins, TX 75141 ♦ (972) 225-1200 ♦ lloydnabors.com

**Proposal 25-549**

**Date: 10/15/2025**

Tim Rawlings  
The City of Hutchins  
321 N Main St, Hutchins, TX 75141  
[trawlings@cityofhutchinstx.gov](mailto:trawlings@cityofhutchinstx.gov)  
(214) 608-7635

RE: 625 West Hickman, Hutchins, TX

Lloyd D. Nabors Demolition, LLC proposes to furnish all materials and perform all labor necessary to complete the scope of work described herein.

We thank you for the opportunity to submit this proposal. If you have any questions please do not hesitate to contact us.

Respectfully,

*Miller Ladusau*

Miller Ladusau  
Estimator  
Lloyd D. Nabors Demolition, LLC.

Proposal 25-549

**SCOPE OF WORK**

This scope of work is based on site observations and conversations with Tim. Covers only:

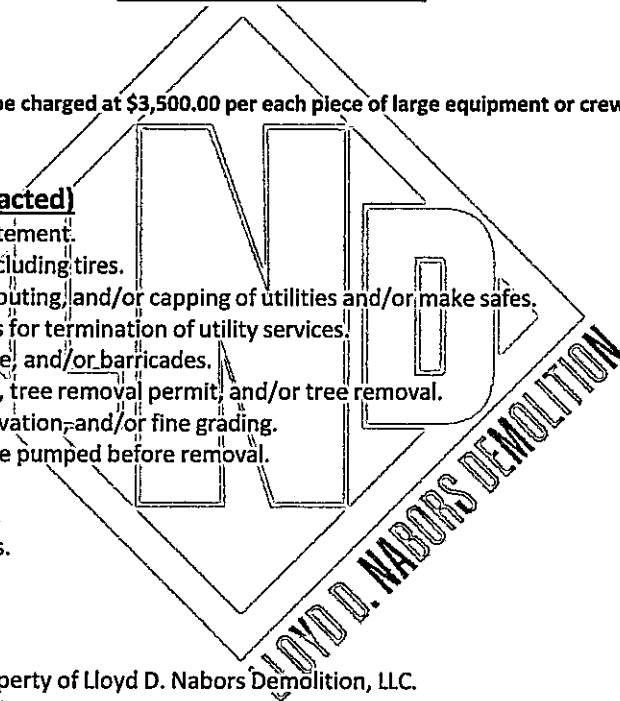
- 1. Demolish and haul away existing carwash and foundation 2' below adjacent grade.
- 2. Demolish and haul away existing asphalt paving down to base.
- 3. Utilities needed to be coordinated by the city.

**Demolition \$5,440.00**  
**Trucking \$1,360.00 + Taxes \$112.20**  
**Contract Price \$6,912.20**

Additional mobilizations will be charged at \$3,500.00 per each piece of large equipment or crew that is dispatched.

**EXCLUSIONS (Unless Contracted)**

- 1. Asbestos survey and/or abatement.
- 2. Any hazardous materials, including tires.
- 3. Locating, disconnecting, rerouting, and/or capping of utilities and/or make safes.
- 4. Contacting utility companies for termination of utility services.
- 5. Construction fence, silt fence, and/or barricades.
- 6. Tree survey, tree protection, tree removal permit, and/or tree removal.
- 7. Import of fill materials, excavation and/or fine grading.
- 8. Freon, Septic/Grease must be pumped before removal.
- 9. Fees for TDSHS notification.
- 10. More than one mobilization.
- 11. Layouts to be done by others.



**NOTES**

- 1. All salvage becomes the property of Lloyd D. Nabors Demolition, LLC.
- 2. In order to proceed, LND will require one of the following: signed proposal, letter of intent, or a contract.
- 3. LND will invoice monthly, with payment due 30 days after invoicing.
- 4. Proposal is valid for 30 days.
- 5. LND is not responsible for any damage of road or pavement.
- 6. Price based on all demolition no Utilities.
- 7. Asbestos survey needed to perform the work.

**PROPOSAL ACCEPTANCE**

Lloyd D. Nabors Demolition, LLC.

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



ESTIMATE #	DATE	EXPIRES
219	10/21/2025	11/21/2025

Title: City of Hutchins (Car Wash Demo) - 735 Kanady St

**CUSTOMER**

City Of Hutchins  
 Tim Rawlings  
 735 Kanady Street  
 Hutchins, TX 75141

**SERVICE ADDRESS**

735 Kanady Street  
 Hutchins, TX 75141

	Qty	Cost/Unit	Total
Demolish commercial building Demolish car wash building includes removing existing storage room.	1	\$6,950.00	\$6,950.00
LEGAL DISPOSAL Legal disposal debris by hauling all waste into dumpster and transported to landfill.	2	\$850.00	\$1,700.00
Submit Documentation/Permitting Submit all documentation /obtain permitting with city.	1	\$475.00	\$475.00
Paving removal Remove all existing paving and asphalt all the way to road.	1	\$5,450.00	\$5,450.00

**Subtotal: \$14,575.00**

Subtotal	\$14,575.00
Tax: NON (0%)	\$0.00
<b>Total</b>	<b>\$14,575.00</b>

**INCLUSIONS**

Bid is based on doing all work in one mobilization.



ESTIMATE #	DATE	EXPIRES
219	10/21/2025	11/21/2025

**EXCLUSIONS**

Asbestos Survey ( if required will be subject additional cost)



ESTIMATE #	DATE	EXPIRES
219	10/21/2025	11/21/2025

**TERMS & CONDITIONS**

NOTE: Labor, Equipment Transportation, and dump fees are Included. The property owner/ builder is responsible to coordinate termination of electrical and gas service at the main line. Any additional fees required not directly associated with the work scope described above will be at the expense of the owner or builder. This quotation is good for 30 days from the date entered above.

NOTE: JRP Demolition Services, LLC will not be responsible for any disturbed areas when accessing equipment onto property. Special instructions: If any existing concrete piers are discovered below grade after slab is being removed, it will be subject to additional cost.

**TERMS OF PAYMENT**  
 All new customers are required to pay 50% upon signing the bid and balance once job is completed. Past due invoices will bear highest interest allowed by law. All credit card payments subject to additional 3.5% charge.

Note: A minimum of 7 days cancellation notice is required from the start date of the project, if insufficient notice is given, a 10% fee of the total service charge will be applied.  
 \*ALL LEGAL DISPOSING & MATERIAL ARE SUBJECT TO 8.25% TAX\*

**APPROVAL**

This ESTIMATE has been accepted on \_\_\_\_\_ by Tim Rawlings (City Of Hutchins)

Signature: \_\_\_\_\_

**CITY OF HUTCHINS  
RESOLUTION NO. R 2025-1306**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY AND LLOYD NABORS DEMOLITION FOR THE DEMOLITION OF THE CARWASH LOCATED AT 625 WEST HICKMAN STREET, HUTCHINS, TEXAS, IN AN AMOUNT NOT TO EXCEED \$6,912.20; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hutchins finds it in the best interest of the City to authorize the City Administrator to negotiate and execute an agreement by and between the City and the selected bidder for the demolition of the carwash located at 625 West Hickman Street, Hutchins, Texas, on behalf of the City of Hutchins.

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

**SECTION 1.** The City Administrator is authorized to negotiate and execute an agreement and all related documents thereto by and between the City and Lloyd Nabors Demolition for the demolition of the carwash located at 625 West Hickman Street, Hutchins, Texas.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 15th day of December 2025.

CITY OF HUTCHINS, TEXAS

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

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary  
(12-03-2025: 4906-3234-7006, v. 1)



# STAFF REPORT

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<b>MEETING DATE:</b>	December 15, 2025
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Maria Joyner
<b>AGENDA CAPTION:</b>	RESOLUTION R2025- of the CITY COUNCIL of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE ACQUISITION OF NEW MINI-COMBO TRUCK MOUNT 3643 PH6C (NON-CDL, 3-YARD VACUUM UNIT) Presented by: Maria Joyner, Director of Finance

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## **Background Information**

The City's Water Department operates, maintains, and repairs water production, treatment, and distribution infrastructure. The Water Department responds to leaks and conducts emergency repair work on buried water mains and services as needed. To support this work, the Water Department utilizes specialized equipment to improve efficiency, response time, and safety.

The City's current jetter trailer is approximately 25 years old and requires the use of a separate truck during operations. The trailer now requires approximately \$19,000 in repairs and has experienced repeated mechanical failures. Due to these mechanical failures, the City began renting a replacement jetter trailer in October 2025. The rental equipment has been unable to adequately meet the City's operational needs, leading to additional delays and inefficiencies.

To ensure reliable and efficient delivery service, staff recommends acquiring (leasing) a Non-CDL NRE Mini Combo Truck (Model 3643 PH6C). This modern unit provides combined jetting and vacuum capabilities with separate water and debris tanks, enabling improved functionality and expanded maintenance capacity.

Additionally, because the unit is a non-CDL truck, it will provide greater flexibility within the department and eliminate the need for a separate truck to tow equipment, as is required with the current trailer.

## **Key Benefits:**

- Replacement of outdated equipment with high repair costs
- Elimination of costly and ineffective rental reliance
- Enhanced operational performance and response capability
- Improved ability to conduct preventative and routine maintenance
- Long-term reliability through a lease-to-purchase structure
- Increased operational flexibility because no CDL is required
- Improves sewer system maintenance
- Enhances emergency readiness during floods, backups and line blockage

**Budget Implications**

City staff received proposals from three vendors, PipeHunter, Vac-Con Titan, and Vactor Impact. PipeHunter’s proposal provided the best product at the best cost to the City. PipeHunter is offering a three-year lease at \$11,500 per month. The funding is included in the Water Fund reserves.

**Staff Recommendation**

Staff recommend approving resolution R2025-XX-XXXX

**Supporting Documentation and Attachments**

- Resolution
- Lease Proposal
- Comparison sheet

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R2025-1307**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACQUISITION OF NEW MINI-COMBO, TRUCK-TRUCK MOUNT 3643 PH6C (NON-CDL, 3-YARD VACUUM UNIT); AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH TEXAS UNDERGROUND, INC.-PIPEHUNTER, IN AN AMOUNT NOT TO EXCEED \$138,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS** the City accepted the bid proposal for the Acquisition of a New Mini-Combo Truck-Truck Mount 3643 PH6C (non-CDL, 3-yard Vacuum Unit) (“the “Project”); and

**WHEREAS** the City has accepted the proposal of Texas Underground, Inc.-Pipe Hunter, for the Project; and

**WHEREAS** the City Council of the City of Hutchins finds it in the best interest of the residents and businesses of the City of Hutchins to accept the proposal of, for the Project in an amount not to exceed \$138,000.

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

**SECTION 1.** The City, acting through its governing body, hereby confirms that it accepts the proposal received by the City’s Department of Public Works from Texas Underground, Inc.-PipeHunter.

**SECTION 2.** The City, acting through its governing body, hereby confirms that it awards the Project to Texas Underground, Inc.-PipeHunter, at the submitted proposal of \$11,500 monthly or \$138, 000 annually

**SECTION 4.** For and on behalf of the City Council, the City Administrator is hereby authorized to negotiate and execute a contract with Texas Underground, Inc.- PipeHunter, in the amount not to exceed \$138,000 for the Project.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 15<sup>th</sup> day of December 2025.

CITY OF HUTCHINS, TEXAS

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Mario Vasquez, Mayor

ATTEST:

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Cynthia Olguin, City Secretary

**EXHIBIT "A"**  
**Texas Underground, Inc.-PipeHunter Proposal**

Section F, Item 7.



**Texas Underground, Inc. - 1617 Garden Road Pearland TX 77581 - Phone 1.800.373.1318**  
**Mini-Combo Truck Mount 3643 PH6C**

120 - 150+ DAYS

**Quote Date:** November 24, 2025

**Due Date:** PEND CHASSIS

**Customer:** City Of Hutchins

**Salesman:** Dale P.

**Contact Info:** Kenneth Golsby 214-364-3452

**Stock #**

[kgolsby@cityofhutchinstx.gov](mailto:kgolsby@cityofhutchinstx.gov)

**P.O. Number:**

Part Number	Description	Quantity	Price	Total
<b>DEBRIS TANK</b>				
	3-Yard (600 Gallon Capacity) 72" SS Barrel	1	STD	STD
	Hydraulic Rear Door	1	STD	STD
	Hydraulic Dump Tank Lift	1	STD	STD
	High-Pressure Body Washout System	1	STD	STD
	6" ANSI Flange Drain with Butterfly Valve Lower door stand Pipe	1	STD	STD
	Ladder On Debris Tank & Ladder To Deck	1	STD	STD
	Debris Tank Float Ball Level Indicator	1	STD	STD
	Stainless Steel Debris Tank & Door	1	STD	STD
	Purge Valve Gravity Drain 1 1/4 Ball Valve	1	\$ 345.00	\$ 345.00
	3" Knife Valve		\$ 695.00	-
	6" Knife Valve Upgrade	1	\$ 1,500.00	\$ 1,500.00
	3" Gravity Drainage Front Bumper		\$ 1,700.00	-
	450 GPM Stainless Pump - 10ft Lay Flat Hose Included		\$ 7,900.00	-
	Stainless Steel Final Filter & Cyclone		\$ 6,500.00	-
<b>FRONT REEL MOUNT 3/8" STEEL DESIGN HYDRAULIC DRIVE HOSE REEL DUAL CHAIN DRIVE</b>				
	800' Capacity x 1/2"	1	STD	STD
	Articulating Reel Hydraulic	1	STD	STD
	Reel Speed Control	1	STD	STD
	Standard Level Wind	1	STD	STD
	Auto Lube Swivel	1	\$ 200.00	\$ 200.00
	Double Roller Levelwind		\$ 500.00	-
	Manual Footage Counter	1	\$ 712.00	\$ 712.00
	Level Wind w/ Counter		\$ 830.00	-
	Digital Footage Counter		\$ 3,500.00	-
	Auto Levelwind		\$ 8,500.00	-
<b>SEWER HOSE &amp; CLEANING TOOLS 3000 PSI</b>				
	Tiger Tail(1)Std 2"	1	STD	STD
	Nozzle Rack	1	STD	STD
	15 Degree Nozzle	1	STD	STD
	30 Degree Nozzle	1	STD	STD
	Nozzle Skid Assy 10"	1	STD	STD
	1/2" Leader hose	10	\$ 13.00	\$ 130.00
	1/2" Jet Hose	600	\$ 3.34	\$ 2,004.00
3007-41	RED DAWG Chizel Point Nozzle		\$	-
3007-166	RED DAWG 10 JET CULVERT NOZZLE		\$	-
3007-1761240	RED DAWG ROOT DAWG		\$	-
3007-119	RED DAWG Texan Mini		\$	-
	Manhole - Hook	1	\$ 100.00	\$ 100.00

Section F, Item7.

Manhole - Upper Roller Aluminum	1	\$	350.00	\$	
<b>WATER SYSTEM</b>					
600 Gallon Water Tank - Stainless Steel	1		STD		STD
25' Fill Hose w Storage Rack	1		STD		STD
Hydrant Wrench	1	\$	100.00	\$	100.00
Hydrant Fill Strainer	1	\$	375.00	\$	375.00
Debris-Water Tank Interconnect		\$	2,500.00	\$	-
Auto Shut Off Fill / Side Level Indicator Lights Including Water & Debris		\$	4,500.00	\$	-
<b>WATER PUMP PTO DIRECT DRIVE MOUNTED UNDER FRAME</b>					
4,000 PSI @ 30 GPM - Giant Water Pump	1		STD		STD
Washdown System-43H with gun and 25' x 1/2" hose Control Panel	1		STD		STD
Air Purge	1	\$	185.00	\$	185.00
Petcocks Pump Drain	1	\$	200.00	\$	200.00
Multi Flow	1	\$	395.00	\$	395.00
Winter Recirculation	1	\$	595.00	\$	595.00
Additional 50' x 1/2" High-Pressure Reel installed on DS		\$	1,695.00	\$	-
Hydro excavation Package-Gun, 0 Degree tip, and Rip saw for digging (2) 5ft Barrel SS Extension 50ft Retractable Hand Gun Reel w 50' x 1/2" hose Storage Tube For Tools (1) Extra Blue Gun Low Pressure Curb Side Controls	1	\$	5,500.00	\$	5,500.00
<b>CONTROL PANEL</b>					
Water Pump On/Off	1		STD		STD
Vacuum On/Off	1		STD		STD
Hydraulics On/Off	1		STD		STD
Emergency Kill	1		STD		STD
Fuel Tank Chassis	1		STD		STD
Electric Throttle	1		STD		STD
Tachometer	1		STD		STD
Water Pressure	1		STD		STD
Water On/Off Valve	1		STD		STD
Reel Speed Control	1		STD		STD
Reel IN/OUT	1		STD		STD
<b>BLOWER PTO BELT DRIVE</b>					
3,300 CFM Blower	1		STD		STD
Cyclone Separator Dual	1		STD		STD
Vacuum Breaker	1		STD		STD
<b>6" Vacuum System</b>					
6-Tube Vertical Tube Rack - PS	1		STD		STD
48" x 6" Crown Nozzle W/Hat Flange (1) STD	1		STD		STD
48" x 6" Vacuum Tube w/Hat Flange (2) STD	2		STD		STD
60" x 6" Vacuum Tube w/Hat Flange (3) STD	3		STD		STD
Clamps For Tubes 6"	1		STD		STD
Ban Locks In Leau Of Hat Flange		\$	475.00	\$	-
48" x 6" Crown Nozzle W/Hat Flange		\$	155.00	\$	-
48" x 6" Vacuum Tube w/Hat Flange		\$	180.00	\$	-
48" x 6" Vacuum Tube w/Hat Flange		\$	268.00	\$	-
60" x 6" Vacuum Tube w/Hat Flange		\$	315.00	\$	-
<b>TOOL STORAGE</b>					
TOOL Tray Above frame each side of water/debris tank	2		STD		STD
Front Bumper Mounted Tool Boxes 16x12x18 w/Side Markers	2		\$580.00	\$	1,160.00
TOOL BOX 18 X 18 X 36 TM Locking Below Frame			\$720.00	\$	-
TOOL BOX 24 X24 X 30 TM Locking Below Frame	2		\$780.00	\$	1,560.00
3004-5049-L Driver Side Mounted Tool Box 24x24x36 Flat Aluminum			\$1,500.00	\$	-

Section F, Item 7.

3004-5049-R	Passenger Side Mounted Tool Box 24x24x36 Flat Aluminum		\$1,500.00	\$	
	Rubber Dry Decking	6	\$150.00	\$	900.00
<b>FRONT BOOM WITH OPTIONS</b>					
	6 FT Telescoping Boom	1	STD		STD
	Powered Boom Rotation Std W Boom	1	STD		STD
	Boom Pendant Control- Up/Down, Telescope, Boom Swing, Vacuum Breaker. 30 foot lanyard PLUG ONLY WHEN WIRELESS ORDERED	1	STD		STD
	Auto Lube Boom Swing	2	\$ 200.00	\$	400.00
	Boom assembly Remote Lube	1	\$ 3,000.00	\$	3,000.00
	Wireless Boom Pendant Control- Up/Down, Telescope, Boom Swing, Vacuum Breaker, Throttle	1	\$ 4,500.00	\$	4,500.00
<b>LIGHTING &amp; ELECTRICAL OPTIONS</b>					
9000-0021	Arrowstick w Control Box & Mounting Bracket LED	1	\$ 2,500.00	\$	2,500.00
	Qty (4) Light - Strobes Flat one each corner of truck		\$ 1,250.00	\$	-
9000-0022	Light - Strobe Light w/Limb Guard	1	\$ 450.00	\$	450.00
9000-0011	Light - Hand Held Spot Light		\$ 192.00	\$	-
9000-0066	Light - Hand Held Spot With Reel		\$ 260.00	\$	-
	Light - Low Water Warning Light		\$ 205.00	\$	-
9000-0030P	Light - Low Water Warning Alarm		\$ 250.00	\$	-
9000-0023	Light - Panel Light		\$ 80.00	\$	-
9000-0024	Light - Work Light-(Control panel) LED	1	\$ 200.00	\$	200.00
9000-0024	Light - Work Light (Engine-Pump area)		\$ 200.00	\$	-
9000-0024	Light - Work Light (Arrowstick DS) LED		\$ 200.00	\$	-
9000-0024	Light - Work Light (Arrowstick PS) LED		\$ 200.00	\$	-
9000-0010	12 volt power outlet on Control Panel	1	\$ 80.00	\$	80.00
	PH LED Super Light (Boom Mounted)	1	\$ 350.00	\$	350.00
	Light Bar Side Debris Tank - 1 ea. Side	2	\$ 400.00	\$	800.00
	Light Bar Arrowstick	1	\$ 400.00	\$	400.00
	Light Bar Boom		\$ 400.00	\$	-
	12 Volt Power Outlet On Control Panel Female	1	\$ 85.00	\$	85.00
	Back Up Alarm	1	\$ 200.00	\$	200.00
	Back Up Camera With Rear Camera		\$ 1,800.00	\$	-
	Back Up Camera With Front & Rear Camera	1	\$ 2,500.00	\$	2,500.00
<b>MANUALS</b>					
	PipeHunter Operator's Manual CD	1	STD		STD
<b>FRAME &amp; AXLE</b>					
	Industrial Frame	1	STD		STD
	DOT LIGHTING PACKAGE	1	STD		STD
	Triangle Kit	1	\$ 100.00	\$	100.00
	Traffic Cone Rack	1	\$ 125.00	\$	125.00
	Fire extinguisher	1	\$ 125.00	\$	125.00
<b>LINER OPTION</b>					
	PipeHunter Debris Tank & Reel Speed Liner		STD		STD
	PipeHunter Debris Tank & Reel White Paint	1	\$ 3,000.00	\$	3,000.00
<b>Liner Color:</b> Debris Tank & Reel White Paint -Black Liner-Black Boom					

**Total Options:** \$ 35,126.00  
**Base Price:** \$ 227,500.00  
**Sub Total:** \$ 262,626.00  
**Discount:** \$ 13,131.30  
**Sub Total:** \$ 249,494.70

Quoted By: TD-11-2025 DP

Contract Discount H-GAC or BuyBoard Applied 5.00%

**CHASSIS**

2025 Freightliner SD108 26,000 GVWR, 113" CA Auto Trans 3000 Series 300 HP	\$	122,000.00	\$	122,000.00
2025 Peterbilt 537 26,000 GVWR, 113" CA Auto Trans 3000 Series 300 HP	\$	145,000.00		

Reg-Tag's \$ 900.00

Miles @ \$4.00

Freight: \$

Ship Method: Delivery & Training Included

Notes: **PRICES SUBJECT TO CHANGE UNTIL PURCHASE ORDER ISSUED**

Total: \$ 373,594.70

*Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may alter costs. It is the dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.*

**113" CA CHASSIS & PTO Programming Specs  
List**

**Auto Neutral Safety- When air parking brake applied, the transmission goes to neutral.**

**Rear Toggle for chassis throttle at rear of unit, Chassis provider will provide a kit to include pre wired harness for connecting toggle to engine harness**

**Max RPM of 2100 Bump Ramp rate to match typical cruise control rate**

**On hold down of toggle, to idle**

**FRONT**




**MOUNT REEL GVW 17500 Rear 11 Front Auto Trans 3000 Series 10 Bolt PTO 240 HP PTO TO BE OPEN BOTH PORTS**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## PIPEHUNTER 3-YD Non CDL Combo vs. VACTOR & VAC-CON

			
	<b>PIPEHUNTER</b>	<b>Vac-Con Titan</b>	<b>Vactor Impact</b>
Debris Body Tank	3 Yds <b>Stainless Steel</b> Including Door Standard.	3 Yds Corten Steel (Only)	3 Yds Exten Steel (Only)
Water Tank Capacity	600 Gallons Single <b>Stainless Steel</b> Std.	500 Gallons Dual 250 Gallon Aluminum Saddle Tanks	500 Gallons Dual 250 Gallon Aluminum Saddle Tanks
Hose Reel Front Mount	800' Capacity Hydraulic Articulation Front Frame Extensions 3/8" Steel design narrow design easy levelwind. Flanges not required Hydraulic worm gear rotation lock reel any position. Dual chain drive. Standard reel speed control.	500' Capacity Only Bolt On Reel No front frame extensions 1/4" Steel design wide design flanges required for support. Manual rotation	500' Capacity Only Bolt On Reel No front frame extensions 1/4" Steel design wide design flanges required for support. Manual rotation
Vacuum System PD Blower	3,300 CFM 6" Diameter Roots 624 Blower	2,100 CFM 6" Diameter Roots 616 Blower	2,100 CFM 6" Diameter Roots 616 Blower
Boom	6" True Telescopic Additional 6 foot Telescopic Reach 45 degree bend Radius	6" Extendable Boom No Additional Reach	6" Extendable Boom No Additional Reach
High Pressure Water Pump	30 @ 4000, 40 @ 3000, 50 @ 3000 Giant Triplex Pump - Field Serviceable	30 gpm @ 3000 PSI - Hydraulic driven - variable speed	¾ 40 gpm/2,500 psi Only Internal Rodder Pump Repairs Not Field Serviceable
Chassis	Freightliner -Peterbilt- International 300 HP 3000 Series Medium Duty Trucks Front Frame Rails	Freightliner M2, 190 HP Light Duty Truck No Frame Extensions	Freightliner M2, 190 HP Light Duty Truck No Frame Extensions
Webpage	<a href="#">Link</a>	<a href="#">Link</a>	<a href="#">Link</a>
Marketing Message	The most capable Non-CDL vacuum truck in the industry.	A truly non-CDL truck designed for optimal performance and minimal footprint.	COMPACT DESIGN. BIG iIMPACT
Literature	<a href="#">Link</a>	<a href="#">Link</a>	<a href="#">Link</a>



# STAFF REPORT

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<b>MEETING DATE:</b>	December 15, 2025
<b>MEETING TYPE:</b>	Regular Council Meeting
<b>SUBMITTED BY:</b>	Steve Perry Police Chief
<b>AGENDA CAPTION:</b>	[Hutchins Animal Shelter improvements] Presented by: [Steve Perry Police Chief]

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### Background Information

The following improvements are needed at the Hutchins Animal Shelter. The improvements are to help our staff members get animals out of kennels while they are conducting daily cleaning. The kennel improvements will also allow more than (1) one dog to be outside at a time.

The animal shelter needs to have a sound barrier between the shelter space and the office area. Currently when dogs are barking it is very loud in the office area making it difficult to have conversations and conduct daily work.

#### Budget Implications

#### Kennel Improvements:

Concrete base will be awarded to Barcnas Concrete upon council approval.

25x9 concrete pad \$ 2800.00

Five (5) additional kennels constructed of chain link fence will be awarded to J-N Fence upon council approval.

Five kennels \$ 5000.00

Gate improvements to enclose the current fenced area \$ 4400.00

Acoustic ceiling tiles will be provided by Hawk Construction upon council approval \$ 24830.00

Total project cost \$ 37,030.00

**Operational Impact**

Improve the Hutchins Animal Shelter

**Legal Review**

Yes, sent to Joe Gorfida 11/7/26 for review.

**Staff Recommendation**

Approve the attached contract to improve the animal shelter.

**Supporting Documentation and Attachments**

Resolution

Vendor proposals



Hutchins Animal Shelter Ceiling Quote

August 27, 2025

Steve Perry  
City of Hutchins  
321 N Main St,  
Hutchins, Texas 75141

RE: Hutchins Animal Shelter Ceiling Quote

Mr. Perry:

We at Hawk Builders appreciate the opportunity to submit our proposal for your Animal Shelter Ceiling Project.

Please review the following proposal and let us know if you have any questions or comments.

Thank you for the opportunity to be of service. We look forward to working with you on this project and helping make it successful.

Sincerely,

*Seton Hawkins*

Seton Hawkins  
President

Hawk Builders, LLC  
(214) 934-1149  
301 West Main Street  
Gunter, TX 75058

**PROPOSAL COST**

Invisacoustics Labor and Material.....	<b>\$18,200.00</b>
Armstrong Ceiling Tile Replacement Only (Office Area).....	<b>\$6,630.00</b>
<b>TOTAL.....</b>	<b>\$24,830.00</b>

**Scope of Work**

**Interior Finish**

- Supply and Install Invisacoustics Tile to existing concrete ceiling in kennels areas.
- Supply and install new tile in the office area of animal shelter.

**ASSUMPTIONS & CLARIFICATIONS**

- City permit cost is not included in the quote.
- Taxes are not included in this quote as the Owner is assumed to be tax exempt.
- City impact Fees are not included in the quote.
- ADA issues that might be present/exisitng in the building are not the responsibility of Hawk.

**EXCLUSIONS**

- City Permit Cost
- Electrical or Mechanical of any kind
- Sales Tx
- Impact Fees from city
- 3<sup>rd</sup> Party Lab testing
- Unforeseen Conditions
- Franchise Utilities.
- Existing ADA Issues

Please sign below to acknowledge acceptance of this proposal as this will serve as the contract for City of Hutchins (Owner) and Hawk Builders (Contractor). By signing below both parties agree to the payment terms and scope of work for this project.

City of Hutchins

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name (Owner)

Hawk Builder, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name (Contractor)

**Hawk Builders, LLC**  
(214) 934-1149  
301 West Main Street  
Gunter, TX 75058

Scott McGee  
 (972) 971-1323  
 Email: scott@jnfence.com  
 Website: www.jnfence.com  
 Corp Email: info@jnfence.com



Section F, Item 8.

4627 Pioneer Road Balch Springs, TX 75180  
 (972) 226-7205 - FAX (972) 285-8064

# ESTIMATE WORKSHEET

NAME Brenda Coleman City of Hutchins DATE \_\_\_\_\_  
 ADDRESS 205 W. Hickman St CITY 3/18/25 MAPSCO  
 HOME PH # \_\_\_\_\_ WORK PH # \_\_\_\_\_

JOB DESCRIPTION  
Vanessa 214 984-7805 bcoleman@cityofhutchins.org

WOOD—	
TYPE	_____
LENGTH	_____
HEIGHT	_____
POINT	_____
RAILS	_____
POSTS	_____
WALK GATES	_____
DRIVE GATES	_____

CHAIN LINK—	
TYPE	GA
LENGTH	_____
HEIGHT	_____
TERMS	_____
LINE POSTS	_____
TOP RAIL	_____
WALK GATES	_____
DRIVE GATES	_____

WORKSHEET—		
TOTAL FT #	X \$	=
POSTS #	X \$	=
WALK GATES #	X \$	=
DD GATES	sqft X \$	=
TOHO #	X \$	=
EXTRAS		=
EXTRAS		=
TOTAL		\$

SKETCH

Bid # 1 Install 6' x 22' steel frame slide Gate covered w/ wood 2" x 2" steel frame w/ v-track + premium power wheels. (2) 4" x 4" sq steel post for hold + catch.

Total Cost  
\$ 4400.00

Bid # 2 Dog kennels

5' wide x 5' Deep x 5' tall w/ 1 Gate

• 0.95 Galvanized metal 2 3/8 post w/ 1 5/8 top rail covered all around w/ mesh. \$ 1250.00 each

if we do more than 4 drop price to \$ 1000.00 each

NOTES —

# BARCENAS CONCRETE

205 W Hickman St  
Hutchins, Tx 75141

Back patio ( 25ft x 9ft )

Materials:

1- Forms , nails and wire

2- Rebar 3/8

3- Concrete

4- Labor

Total = \$2,800

NOTE : Job includes materials and labor work



(469) 658 6165 / (469)-350-8097



barcnasconcrete@outlook.com

**CITY OF HUTCHINS  
RESOLUTION NO. R2025-1308**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT FOR CONSTRUCTION SERVICES, BY AND BETWEEN THE CITY OF HUTCHINS AND HAWK BUILDERS, L.L.C., FOR THE INSTALLATION OF SOUND DEAFENING ACOUSTIC TILES IN THE CITY’S ANIMAL SHELTER IN AN AMOUNT NOT TO EXCEED \$24,830.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hutchins has been presented with a proposed Agreement for Construction Services between the City and Hawk Builders, L.L.C. (the “Agreement”); and

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

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

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 15th day of December 2025.

CITY OF HUTCHINS, TEXAS

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

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary  
(12-02-2025: 4931-5559-7438, v. 1)

**EXHIBIT "A"**  
**Agreement for Construction Services**  
**Hawk Builders, L.L.C.**

4931-5559-7438, v. 1

**STATE OF TEXAS**                    §  
   §                    **AGREEMENT FOR CONSTRUCTION SERVICES**  
**COUNTY OF DALLAS**           §

This Agreement for Construction Services (the “Agreement”) is made by and between the City of Hutchins, Texas (the “City”), a Texas type A general law municipal corporation located at 400 N JJ Lemmon Road, PO Box 500, Hutchins, Texas 75141, and Hawk Builders, LLC (the “Contractor”), a Texas limited liability company located at 301 West Main Street, Gunter, Texas 75058 (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Contractor desires to render construction services for the installation of sound deafening acoustic tiles in the walls of the animal shelter, as more fully described in Exhibit “A” attached hereto and made a part herein by reference, and in accordance with the terms and conditions set forth in this Agreement; and

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I**  
**SCOPE OF SERVICES**

Upon issuance of a written Notice to Proceed by City, Contractor agrees to provide to City the necessary construction services related to providing material and labor required for the installation of sound deafening acoustic tiles in the walls of the animal shelter (the “Project”) as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (the “Scope of Services”). In the event of an irreconcilable conflict between the main body of this Agreement, the order of priority in reconciling such conflict shall be the main body of this Agreement, then the Scope of Services.

**ARTICLE II**  
**TERM**

The Term of this Agreement shall commence on last date of execution (the “Effective Date”) and shall continue until completion of the services, unless sooner terminated as provided herein.

**ARTICLE III**  
**CONTRACTOR OBLIGATIONS**

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

3.2 Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

3.3 All minor details of the work not specifically mentioned in the Scope of Services but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise, the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as shown on the Project Drawings. It is agreed that Contractor shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. Payment for extra work shall be as agreed in the work order.

**3.4 Contractor agrees to indemnify, defend, and save City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this contract. When City requests, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived.**

**ARTICLE IV  
PAYMENT**

4.1 City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor the total construction price not to exceed **TWENTY-FOUR THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$24,830.00)** in accordance with Scope of Services, subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to the Contractor shall be monthly based on the Contractor's monthly progress report and detailed monthly itemized statement for services that shows the names of the Contractor's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 City reserves the right to delay, without penalty, any partial payment when, in the opinion of City, Contractor has not made satisfactory progress on the construction of this Project based on the Scope of Services and the Completion Schedule Estimate.

4.4 The total amount to be paid pursuant to this Agreement is specified in Section 4.1, above. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement which is not timely cured after receipt of notice from City, or in the event of the assertion by other parties

of any claim or lien against City, or the City's premises, arising out of Contractor's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.

4.5 City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating possible filing of claims.
- (3) Failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor.
- (4) Damages to another contractor or subcontractor.

When the above grounds are removed, or Contractor provides a surety bond satisfactory to City which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

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

**ARTICLE V  
RESPONSIBILITIES**

5.1 Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project Drawings and specifications.

5.2 Neither City's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

5.3 The rights and remedies of City under this Agreement are as provided by law.

**ARTICLE VI  
TIME FOR PERFORMANCE**

6.1 Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.

6.2 If Contractor's performance of this Agreement is delayed or interfered with by acts of City or others, Contractor may request an extension of time for the performance of same as hereinafter provided

but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

6.3 No allowance of any extension of time, for any cause whatever, shall be claimed or made to Contractor, unless Contractor shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Contractor have agreed in writing upon the allowance of additional time to be made.

6.4 Contractor hereby agrees to commence work not later than ten (10) calendar days of the written Notice to Proceed. The Project will be considered substantially complete when items within the Scope of Services are completed.

**ARTICLE VII  
OWNERSHIP OF PROJECT & WARRANTY**

7.1 Contractor warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all Work for which payments have been received from City shall be free and clear of liens, claims, security interest or other encumbrances in favor of Contractor or any other person or entity whatsoever.

7.2 Contractor agrees to assign to City at the time of final completion of the Scope of Services any and all manufacturer’s warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner so as to preserve any and all manufacturer’s warranties. If necessary, as a matter of law, Contractor may retain the right to enforce directly any such manufacturers’ warranties during the two-year period following the date of final acceptance of the Project by City.

7.3 Contractor warrants the labor and materials provided in association with the Scope of Service for a period of one (1) year from the date of final completion and acceptance of the Project.

**ARTICLE VIII  
TERMINATION**

8.1 City may suspend or terminate this Agreement for cause or without cause at any time by giving Contractor thirty (30) days prior written notice. If the suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

8.2 Should City require a modification of this Agreement with Contractor, and if City and Contractor fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Contractor prior to such termination date.

**ARTICLE IX  
INSURANCE**

9.1 During the term of this Agreement, Contractor shall maintain in full force and effect the following insurance:

- (1) A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;
- (2) Automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage; and
- (3) Statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor’s employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

9.2 All insurance and certificate(s) of insurance shall contain the following provisions:

- (1) Name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;
- (2) Provide for at least thirty (30) days prior written notice to City for cancellation or non-renewal of the insurance;
- (3) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to City of any material change of or to the insurance required herein.

9.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

9.4 A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services.

**ARTICLE X  
INDEMNIFICATION**

**CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “THE CITY PARTIES”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ONE OF MORE OF THE CITY PARTIES OR BREACH OF THE CITY PARTIES’ OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY**

**CONTRACTOR’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OF ONE OR MORE OF THE CITY PARTIES, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY THE CITY PARTIES ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). CONTRACTOR’S OBLIGATIONS UNDER THIS SECTION 10 SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**ARTICLE XI  
RELATIONSHIP OF PARTIES**

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

**ARTICLE XII  
SUSPENSION OF WORK**

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

**ARTICLE XIII  
AVAILABILITY OF FUNDS**

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

**ARTICLE XIV  
MISCELLANEOUS**

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

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

14.3 Default of Contractor. If Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion without prejudice to any other right or remedy:

- (1) Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. In the event, of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; and
- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Contractor.

14.4 Adjustments in Services. No claims for extra services, additional services, or changes in the services will be made by Contractor without a written agreement with City prior to the performance of such services.

14.5 Execution Becomes Effective. This This Agreement will be effective upon signing of the Agreement by authorized representatives of Contractor and City (“Effective Date”).

14.6 Right-of-Access. City will obtain and/or furnish right-of-access on any project site for Contractor to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. Contractor will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

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

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

14.9 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Dallas Division). The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

14.10 Amendments. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

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

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

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

14.14 No Waiver of Immunity. The Parties agree that City has not waived immunity by entering into and performing its respective obligations under this Agreement.

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

If intended for City:

City of Hutchins, Texas  
Attn: James Quin, City Administrator  
400 N JJ Lemmon Road  
Hutchins, Texas 75141  
Phone: (972) 225-6121  
Email: [jquin@cityofhutchinstx.gov](mailto:jquin@cityofhutchinstx.gov)

With Copy to:

Nichols | Jackson, L.L.P.  
Attn: Joseph J. Gorfida, Jr., City Attorney  
500 North Akard Street, Suite 1800  
Dallas, Texas 75201  
Phone: (214) 965-9900  
Email: [jgorfida@nicholsjackson.com](mailto:jgorfida@nicholsjackson.com)

If intended for Contractor:

Hawk Builders, LLC  
Attn: Seton Hawkins, President  
301 West Main Street  
Gunter, Texas 75058  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

14.18 Sales and Use Tax. Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of state and local sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

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

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

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

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

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

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined

in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

14.24 No Excluded Nation or Foreign Terrorist Organization. Contractor certifies that Contractor is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806,051, 807.051, or 2252.153.

*[Signature Page to Follow]*

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

**CITY OF HUTCHINS, TEXAS**

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

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(12-02-2025: 4935-4087-5646, v. 1)

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

**HAWK BUILDERS, LLC**

By: \_\_\_\_\_  
Seton Hawkins, President

**EXHIBIT "A"**  
**Scope of Services**



**Hutchins Animal Shelter Ceiling Quote** **August 27, 2025**

Steve Perry  
City of Hutchins  
321 N Main St,  
Hutchins, Texas 75141

RE: Hutchins Animal Shelter Ceiling Quote

Mr. Perry:

We at Hawk Builders appreciate the opportunity to submit our proposal for your Animal Shelter Ceiling Project.

Please review the following proposal and let us know if you have any questions or comments.

Thank you for the opportunity to be of service. We look forward to working with you on this project and helping make it successful.

Sincerely,

*Seton Hawkins*

Seton Hawkins  
President

**Hawk Builders, LLC**  
(214) 934-1149  
301 West Main Street  
Gunter, TX 75058



PROPOSAL COST	
Invisacoustics Labor and Material.....	\$18,200.00
Armstrong Ceiling Tile Replacement Only (Office Area).....	\$6,630.00
<b>TOTAL.....</b>	<b>\$24,830.00</b>

Scope of Work
<b>Interior Finish</b>
<ul style="list-style-type: none"> <li>• Supply and Install Invisacoustics Tile to existing concrete ceiling in kennels areas.</li> <li>• Supply and install new tile in the office area of animal shelter.</li> </ul>

ASSUMPTIONS & CLARIFICATIONS
<ul style="list-style-type: none"> <li>• City permit cost is not included in the quote.</li> <li>• Taxes are not included in this quote as the Owner is assumed to be tax exempt.</li> <li>• City impact Fees are not included in the quote.</li> <li>• ADA issues that might be present/exisitng in the building are not the responsibility of Hawk.</li> </ul>

Hawk Builders, LLC  
 (214) 934-1149  
 301 West Main Street  
 Gunter, TX 75058



- EXCLUSIONS**
- City Permit Cost
  - Electrical or Mechanical of any kind
  - Sales Tx
  - Impact Fees from city
  - 3<sup>rd</sup> Party Lab testing
  - Unforeseen Conditions
  - Franchise Utilities.
  - Existing ADA Issues

Please sign below to acknowledge acceptance of this proposal as this will serve as the contract for City of Hutchins (Owner) and Hawk Builders (Contractor). By signing below both parties agree to the payment terms and scope of work for this project.

City of Hutchins

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name (Owner)

Hawk Builder, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name (Contractor)

**Hawk Builders, LLC**  
(214) 934-1149  
301 West Main Street  
Gunter, TX 75058



# STAFF REPORT

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<b>MEETING DATE:</b>	December 15, 2025
<b>MEETING TYPE:</b>	Regular Council Meeting
<b>SUBMITTED BY:</b>	Steve Perry Police Chief
<b>AGENDA CAPTION:</b>	[Hutchins Animal Shelter improvements] Presented by: [Steve Perry Police Chief]

---

### Background Information

The following improvements are needed at the Hutchins Animal Shelter. The improvements are to help our staff members get animals out of kennels while they are conducting daily cleaning. The kennel improvements will also allow more than (1) one dog to be outside at a time.

The animal shelter needs to have a sound barrier between the shelter space and the office area. Currently when dogs are barking it is very loud in the office area making it difficult to have conversations and conduct daily work.

#### Budget Implications

#### Kennel Improvements:

Concrete base will be awarded to Barcnas Concrete upon council approval.

25x9 concrete pad \$ 2800.00

Five (5) additional kennels constructed of chain link fence will be awarded to J-N Fence upon council approval.

Five kennels \$ 5000.00

Gate improvements to enclose the current fenced area \$ 4400.00

Acoustic ceiling tiles will be provided by Hawk Construction upon council approval \$ 24830.00

Total project cost \$ 37,030.00

**Operational Impact**

Improve the Hutchins Animal Shelter

**Legal Review**

Yes, sent to Joe Gorfida 11/7/26 for review.

**Staff Recommendation**

Approve the attached contract to improve the animal shelter.

**Supporting Documentation and Attachments**

Resolution

Vendor proposals



Hutchins Animal Shelter Ceiling Quote

August 27, 2025

Steve Perry  
City of Hutchins  
321 N Main St,  
Hutchins, Texas 75141

RE: Hutchins Animal Shelter Ceiling Quote

Mr. Perry:

We at Hawk Builders appreciate the opportunity to submit our proposal for your Animal Shelter Ceiling Project.

Please review the following proposal and let us know if you have any questions or comments.

Thank you for the opportunity to be of service. We look forward to working with you on this project and helping make it successful.

Sincerely,

*Seton Hawkins*

Seton Hawkins  
President

Hawk Builders, LLC  
(214) 934-1149  
301 West Main Street  
Gunter, TX 75058

**PROPOSAL COST**

Invisacoustics Labor and Material.....	<b>\$18,200.00</b>
Armstrong Ceiling Tile Replacement Only (Office Area).....	<b>\$6,630.00</b>
<b>TOTAL.....</b>	<b>\$24,830.00</b>

**Scope of Work**

**Interior Finish**

- Supply and Install Invisacoustics Tile to existing concrete ceiling in kennels areas.
- Supply and install new tile in the office area of animal shelter.

**ASSUMPTIONS & CLARIFICATIONS**

- City permit cost is not included in the quote.
- Taxes are not included in this quote as the Owner is assumed to be tax exempt.
- City impact Fees are not included in the quote.
- ADA issues that might be present/exisitng in the building are not the responsibility of Hawk.

## EXCLUSIONS

- City Permit Cost
- Electrical or Mechanical of any kind
- Sales Tx
- Impact Fees from city
- 3<sup>rd</sup> Party Lab testing
- Unforeseen Conditions
- Franchise Utilities.
- Existing ADA Issues

Please sign below to acknowledge acceptance of this proposal as this will serve as the contract for City of Hutchins (Owner) and Hawk Builders (Contractor). By signing below both parties agree to the payment terms and scope of work for this project.

City of Hutchins

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name (Owner)

Hawk Builder, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name (Contractor)

**Hawk Builders, LLC**  
(214) 934-1149  
301 West Main Street  
Gunter, TX 75058

Scott McGee  
 (972) 971-1323  
 Email: scott@jnfence.com  
 Website: www.jnfence.com  
 Corp Email: info@jnfence.com



Section F, Item 9.

4627 Pioneer Road Balch Springs, TX 75180  
 (972) 226-7205 - FAX (972) 285-8064

# ESTIMATE WORKSHEET

NAME Brenda Coleman City of Hutchins DATE \_\_\_\_\_  
 ADDRESS 205 W. Hickman St CITY 3/18/25 MAPSCO  
 HOME PH # \_\_\_\_\_ WORK PH # \_\_\_\_\_

JOB DESCRIPTION  
Vanessa 214 984-7805 bcoleman@cityofhutchins.org

WOOD—	
TYPE	_____
LENGTH	_____
HEIGHT	_____
POINT	_____
RAILS	_____
POSTS	_____
WALK GATES	_____
DRIVE GATES	_____

CHAIN LINK—	
TYPE	GA
LENGTH	_____
HEIGHT	_____
TERMS	_____
LINE POSTS	_____
TOP RAIL	_____
WALK GATES	_____
DRIVE GATES	_____

WORKSHEET—		
TOTAL FT #	X \$	=
POSTS #	X \$	=
WALK GATES #	X \$	=
DD GATES	sqft X \$	=
TOHO #	X \$	=
EXTRAS		=
EXTRAS		=
TOTAL		\$

SKETCH

Bid # 1 Install 6' x 22' steel frame slide Gate covered w/ wood 2" x 2" steel frame w/ v-track + premium power wheels. (2) 4" x 4" sq steel post for hold + catch.

Total Cost  
\$ 4400.00

Bid # 2 Dog kennels

5' wide x 5' Deep x 5' tall w/ 1 Gate

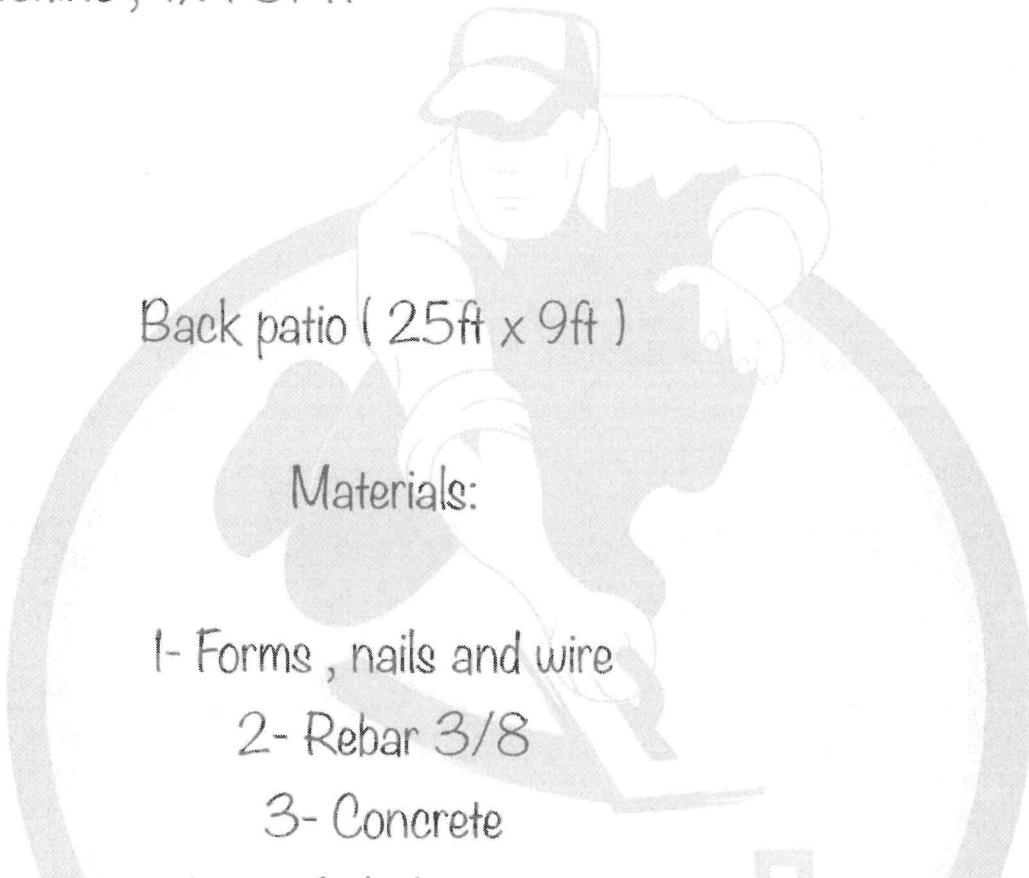
• 0.95 Galvanized metal 2 3/8 post w/ 1 5/8 top rail covered all around w/ mesh. \$ 1250.00 each

if we do more than 4 drop price to \$ 1000.00 each

NOTES —

# BARCENAS CONCRETE

205 W Hickman St  
Hutchins , Tx 75141



Back patio ( 25ft x 9ft )

Materials:

1- Forms , nails and wire

2- Rebar 3/8

3- Concrete

4- Labor

Total = \$2,800

NOTE : Job includes materials and labor work



(469) 658 6165 / (469)-350-8097



barcenasconcrete@outlook.com

**CITY OF HUTCHINS  
RESOLUTION NO. R2025-1309**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT FOR CONSTRUCTION SERVICES, BY AND BETWEEN THE CITY OF HUTCHINS AND J-N FENCE COMPANY, FOR BUILDING FIVE OUTDOOR KENNELS AND INSTALLING A DRIVE THROUGH GATE AT THE CITY’S ANIMAL SHELTER IN AN AMOUNT NOT TO EXCEED \$9,400.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hutchins has been presented with a proposed Agreement for Construction Services between the City and J-N Fence Company (the “Agreement”); and

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

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

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 15th day of December 2025.

CITY OF HUTCHINS, TEXAS

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

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary  
(12-02-2025: 4924-0934-0030, v. 1)

**EXHIBIT "A"**  
**Agreement for Construction Services**  
**J-N Fence Company**

4924-0934-0030, v. 1

STATE OF TEXAS §  
  §     **AGREEMENT FOR CONSTRUCTION SERVICES**  
COUNTY OF DALLAS §

This Agreement for Construction Services (the “Agreement”) is made by and between the City of Hutchins, Texas (the “City”), a Texas type A general law municipal corporation located at 400 N JJ Lemmon Road, PO Box 500, Hutchins, Texas 75141, and J-N Fence Company, Inc. (the “Contractor”), a Texas corporation located at 4627 Pioneer Road, Balch Springs, Texas 75180 (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Contractor desires to render construction services for five outdoor kennels and installation of a drive through gate, as more fully described in Exhibit “A” attached hereto and made a part herein by reference, and in accordance with the terms and conditions set forth in this Agreement; and

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I**  
**SCOPE OF SERVICES**

Upon issuance of a written Notice to Proceed by City, Contractor agrees to provide to City the necessary construction services related to providing material and labor required for the installation of sound deafening acoustic tiles in the walls of the animal shelter (the “Project”) as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (the “Scope of Services”). In the event of an irreconcilable conflict between the main body of this Agreement, the order of priority in reconciling such conflict shall be the main body of this Agreement, then the Scope of Services.

**ARTICLE II**  
**TERM**

The Term of this Agreement shall commence on last date of execution (the “Effective Date”) and shall continue until completion of the services, unless sooner terminated as provided herein.

**ARTICLE III**  
**CONTRACTOR OBLIGATIONS**

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

3.2 Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

3.3 All minor details of the work not specifically mentioned in the Scope of Services but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise, the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as shown on the Project Drawings. It is agreed that Contractor shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. Payment for extra work shall be as agreed in the work order.

**3.4 Contractor agrees to indemnify, defend, and save City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this contract. When City requests, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived.**

**ARTICLE IV  
PAYMENT**

4.1 City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor the total construction price not to exceed **NINE THOUSAND FOUR HUNDRED THIRTY AND NO/100 DOLLARS (\$9,400.00)** in accordance with Scope of Services, subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to the Contractor shall be monthly based on the Contractor's monthly progress report and detailed monthly itemized statement for services that shows the names of the Contractor's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 City reserves the right to delay, without penalty, any partial payment when, in the opinion of City, Contractor has not made satisfactory progress on the construction of this Project based on the Scope of Services and the Completion Schedule Estimate.

4.4 The total amount to be paid pursuant to this Agreement is specified in Section 4.1, above. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement which is not timely cured after receipt of notice from City, or in the event of the assertion by other parties of any claim or lien against City, or the City's premises, arising out of Contractor's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an

amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.

4.5 City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating possible filing of claims.
- (3) Failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor.
- (4) Damages to another contractor or subcontractor.

When the above grounds are removed, or Contractor provides a surety bond satisfactory to City which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

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

**ARTICLE V  
RESPONSIBILITIES**

5.1 Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project Drawings and specifications.

5.2 Neither City's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

5.3 The rights and remedies of City under this Agreement are as provided by law.

**ARTICLE VI  
TIME FOR PERFORMANCE**

6.1 Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.

6.2 If Contractor's performance of this Agreement is delayed or interfered with by acts of City or others, Contractor may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

6.3 No allowance of any extension of time, for any cause whatever, shall be claimed or made to Contractor, unless Contractor shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Contractor have agreed in writing upon the allowance of additional time to be made.

6.4 Contractor hereby agrees to commence work not later than ten (10) calendar days of the written Notice to Proceed. The Project will be considered substantially complete when items within the Scope of Services are completed.

**ARTICLE VII  
OWNERSHIP OF PROJECT & WARRANTY**

7.1 Contractor warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all Work for which payments have been received from City shall be free and clear of liens, claims, security interest or other encumbrances in favor of Contractor or any other person or entity whatsoever.

7.2 Contractor agrees to assign to City at the time of final completion of the Scope of Services any and all manufacturer’s warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner so as to preserve any and all manufacturer’s warranties. If necessary, as a matter of law, Contractor may retain the right to enforce directly any such manufacturers’ warranties during the two-year period following the date of final acceptance of the Project by City.

7.3 Contractor warrants the labor and materials provided in association with the Scope of Service for a period of one (1) year from the date of final completion and acceptance of the Project.

**ARTICLE VIII  
TERMINATION**

8.1 City may suspend or terminate this Agreement for cause or without cause at any time by giving Contractor thirty (30) days prior written notice. If the suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

8.2 Should City require a modification of this Agreement with Contractor, and if City and Contractor fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Contractor prior to such termination date.

**ARTICLE IX  
INSURANCE**

9.1 During the term of this Agreement, Contractor shall maintain in full force and effect the following insurance:

- (1) A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to

- Contractor’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;
- (2) Automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage; and
- (3) Statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor’s employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

9.2 All insurance and certificate(s) of insurance shall contain the following provisions:

- (1) Name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;
- (2) Provide for at least thirty (30) days prior written notice to City for cancellation or non-renewal of the insurance;
- (3) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to City of any material change of or to the insurance required herein.

9.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

9.4 A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services.

**ARTICLE X  
INDEMNIFICATION**

**CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “THE CITY PARTIES”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ONE OF MORE OF THE CITY PARTIES OR BREACH OF THE CITY PARTIES’ OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES,**

**REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OF ONE OR MORE OF THE CITY PARTIES, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY THE CITY PARTIES ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION 10 SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**ARTICLE XI  
RELATIONSHIP OF PARTIES**

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

**ARTICLE XII  
SUSPENSION OF WORK**

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

**ARTICLE XIII  
AVAILABILITY OF FUNDS**

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

**ARTICLE XIV  
MISCELLANEOUS**

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

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

14.3 Default of Contractor. If Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion without prejudice to any other right or remedy:

- (1) Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. In the event, of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; and
- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Contractor.

14.4 Adjustments in Services. No claims for extra services, additional services, or changes in the services will be made by Contractor without a written agreement with City prior to the performance of such services.

14.5 Execution Becomes Effective. This This Agreement will be effective upon signing of the Agreement by authorized representatives of Contractor and City (“Effective Date”).

14.6 Right-of-Access. City will obtain and/or furnish right-of-access on any project site for Contractor to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. Contractor will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

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

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

14.9 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Dallas Division). The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

14.10 Amendments. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

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

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

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

14.14 No Waiver of Immunity. The Parties agree that City has not waived immunity by entering into and performing its respective obligations under this Agreement.

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

If intended for City:

City of Hutchins, Texas  
Attn: James Quin, City Administrator  
400 N JJ Lemmon Road  
Hutchins, Texas 75141  
Phone: (972) 225-6121  
Email: [jquin@cityofhutchinstx.gov](mailto:jquin@cityofhutchinstx.gov)

With Copy to:

Nichols | Jackson, L.L.P.  
Attn: Joseph J. Gorfida, Jr., City Attorney  
500 North Akard Street, Suite 1800  
Dallas, Texas 75201  
Phone: (214) 965-9900  
Email: [jgorfida@nicholsjackson.com](mailto:jgorfida@nicholsjackson.com)

If intended for Contractor:

J-N Fence Company, Inc.  
Attn: \_\_\_\_\_  
4627 Pioneer Road  
Balch Springs, Texas 75180  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

14.18 Sales and Use Tax. Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of state and local sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

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

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

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

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

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

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined

in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

14.24 No Excluded Nation or Foreign Terrorist Organization. Contractor certifies that Contractor is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806,051, 807.051, or 2252.153.

*[Signature Page to Follow]*

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

**CITY OF HUTCHINS, TEXAS**

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

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(12-02-2025: 4931-6850-1630, v. 1)

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

**J-N FENCE COMPANY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT "A" Scope of Services

Scott McGee  
(972) 971-1323  
Email: [scott@jnfence.com](mailto:scott@jnfence.com)  
Website: [www.jnfence.com](http://www.jnfence.com)  
Corp Email: [info@jnfence.com](mailto:info@jnfence.com)



4627 Pioneer Road Balch Springs, TX 75180  
(972) 226-7205 • FAX (972) 285-8064

### ESTIMATE WORKSHEET

City of Hutchins

**NAME** Brenda Coleman **DATE** \_\_\_\_\_  
**ADDRESS** 205 W. Hickman St **CITY** 3/18/25 **MAPSCO**  
**HOME PH #** \_\_\_\_\_ **WORK PH #** \_\_\_\_\_  
**JOB DESCRIPTION**  
Vanessa 214 984-7805 brolema@cityof Hutchins.org

WOOD—	CHAIN LINK—	WORKSHEET—
TYPE	TYPE GA	TOTAL FT # X \$ =
LENGTH	LENGTH	POSTS # X \$ =
HEIGHT	HEIGHT	WALK GATES # X \$ =
POINT	TERMS	DD GATES <small>each</small> X \$ =
RAILS	LINE POSTS	TOHO # X \$ =
POSTS	TOP RAIL	EXTRAS =
WALK GATES	WALK GATES	EXTRAS =
DRIVE GATES	DRIVE GATES	
		<b>TOTAL \$</b>

**SKETCH**

Bid # 1 Install 6' x 22' steel frame slide Gate covered w/ wood 2"x2" steel frame w/ V-track + premium power wheels (2) 4"x4" sq steel post for handle + catch. Total Cost \$ 4400.00

Bid # 2 Dog kennels  
 5' wide x 5' Deep x 5' tall w/ 1 Gate  
 • 0.95 Gal varnized metal 2 3/8 post w/ 1 5/8 top rail  
 covered all around w/ mesh. \$ 1250.00 each  
 if we do more than 4 drop price to \$ 1000.00 each

**NOTES —**



# STAFF REPORT

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<b>MEETING DATE:</b>	December 15, 2025
<b>MEETING TYPE:</b>	Regular Council Meeting
<b>SUBMITTED BY:</b>	Steve Perry Police Chief
<b>AGENDA CAPTION:</b>	[Hutchins Animal Shelter improvements] Presented by: [Steve Perry Police Chief]

---

**Background Information**

The following improvements are needed at the Hutchins Animal Shelter. The improvements are to help our staff members get animals out of kennels while they are conducting daily cleaning. The kennel improvements will also allow more than (1) one dog to be outside at a time.

The animal shelter needs to have a sound barrier between the shelter space and the office area. Currently when dogs are barking it is very loud in the office area making it difficult to have conversations and conduct daily work.

Budget Implications

Kennel Improvements:

Concrete base will be awarded to Barcnas Concrete upon council approval.

25x9 concrete pad \$ 2800.00

Five (5) additional kennels constructed of chain link fence will be awarded to J-N Fence upon council approval.

Five kennels \$ 5000.00

Gate improvements to enclose the current fenced area \$ 4400.00

Acoustic ceiling tiles will be provided by Hawk Construction upon council approval \$ 24830.00

Total project cost \$ 37,030.00

**Operational Impact**

Improve the Hutchins Animal Shelter

**Legal Review**

Yes, sent to Joe Gorfida 11/7/26 for review.

**Staff Recommendation**

Approve the attached contract to improve the animal shelter.

**Supporting Documentation and Attachments**

Resolution

Vendor proposals



Hutchins Animal Shelter Ceiling Quote

August 27, 2025

Steve Perry  
City of Hutchins  
321 N Main St,  
Hutchins, Texas 75141

RE: Hutchins Animal Shelter Ceiling Quote

Mr. Perry:

We at Hawk Builders appreciate the opportunity to submit our proposal for your Animal Shelter Ceiling Project.

Please review the following proposal and let us know if you have any questions or comments.

Thank you for the opportunity to be of service. We look forward to working with you on this project and helping make it successful.

Sincerely,

*Seton Hawkins*

Seton Hawkins  
President

Hawk Builders, LLC  
(214) 934-1149  
301 West Main Street  
Gunter, TX 75058

**PROPOSAL COST**

Invisacoustics Labor and Material.....	<b>\$18,200.00</b>
Armstrong Ceiling Tile Replacement Only (Office Area).....	<b>\$6,630.00</b>
<b>TOTAL.....</b>	<b>\$24,830.00</b>

**Scope of Work**

**Interior Finish**

- Supply and Install Invisacoustics Tile to existing concrete ceiling in kennels areas.
- Supply and install new tile in the office area of animal shelter.

**ASSUMPTIONS & CLARIFICATIONS**

- City permit cost is not included in the quote.
- Taxes are not included in this quote as the Owner is assumed to be tax exempt.
- City impact Fees are not included in the quote.
- ADA issues that might be present/exisitng in the building are not the responsibility of Hawk.

**Hawk Builders, LLC**  
 (214) 934-1149  
 301 West Main Street  
 Gunter, TX 75058

**EXCLUSIONS**

- City Permit Cost
- Electrical or Mechanical of any kind
- Sales Tx
- Impact Fees from city
- 3<sup>rd</sup> Party Lab testing
- Unforeseen Conditions
- Franchise Utilities.
- Existing ADA Issues

Please sign below to acknowledge acceptance of this proposal as this will serve as the contract for City of Hutchins (Owner) and Hawk Builders (Contractor). By signing below both parties agree to the payment terms and scope of work for this project.

City of Hutchins

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name (Owner)

Hawk Builder, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name (Contractor)

**Hawk Builders, LLC**  
(214) 934-1149  
301 West Main Street  
Gunter, TX 75058

Scott McGee  
 (972) 971-1323  
 Email: scott@jnfence.com  
 Website: www.jnfence.com  
 Corp Email: info@jnfence.com



Section F, Item 10.

4627 Pioneer Road Balch Springs, TX 75180  
 (972) 226-7205 - FAX (972) 285-8064

## ESTIMATE WORKSHEET

NAME Brenda Coleman City of Hutchins DATE \_\_\_\_\_  
 ADDRESS 205 W. Hickman St CITY 3/18/25 MAPSCO  
 HOME PH # \_\_\_\_\_ WORK PH # \_\_\_\_\_

JOB DESCRIPTION  
Vanessa 214 984-7805 bcoleman@cityofhutchins.org

WOOD—	
TYPE	_____
LENGTH	_____
HEIGHT	_____
POINT	_____
RAILS	_____
POSTS	_____
WALK GATES	_____
DRIVE GATES	_____

CHAIN LINK—	
TYPE	GA
LENGTH	_____
HEIGHT	_____
TERMS	_____
LINE POSTS	_____
TOP RAIL	_____
WALK GATES	_____
DRIVE GATES	_____

WORKSHEET—		
TOTAL FT #	X \$	=
POSTS #	X \$	=
WALK GATES #	X \$	=
DD GATES	sqft X \$	=
TOHO #	X \$	=
EXTRAS		=
EXTRAS		=
TOTAL		\$

SKETCH

Bid # 1 Install 6' x 22' steel frame slide Gate covered w/ wood 2" x 2" steel frame w/ v-track + premium power wheels. (2) 4" x 4" sq steel post for hold + catch.

Total Cost  
\$ 4400.00

Bid # 2 Dog kennels

5' wide x 5' Deep x 5' tall w/ 1 Gate

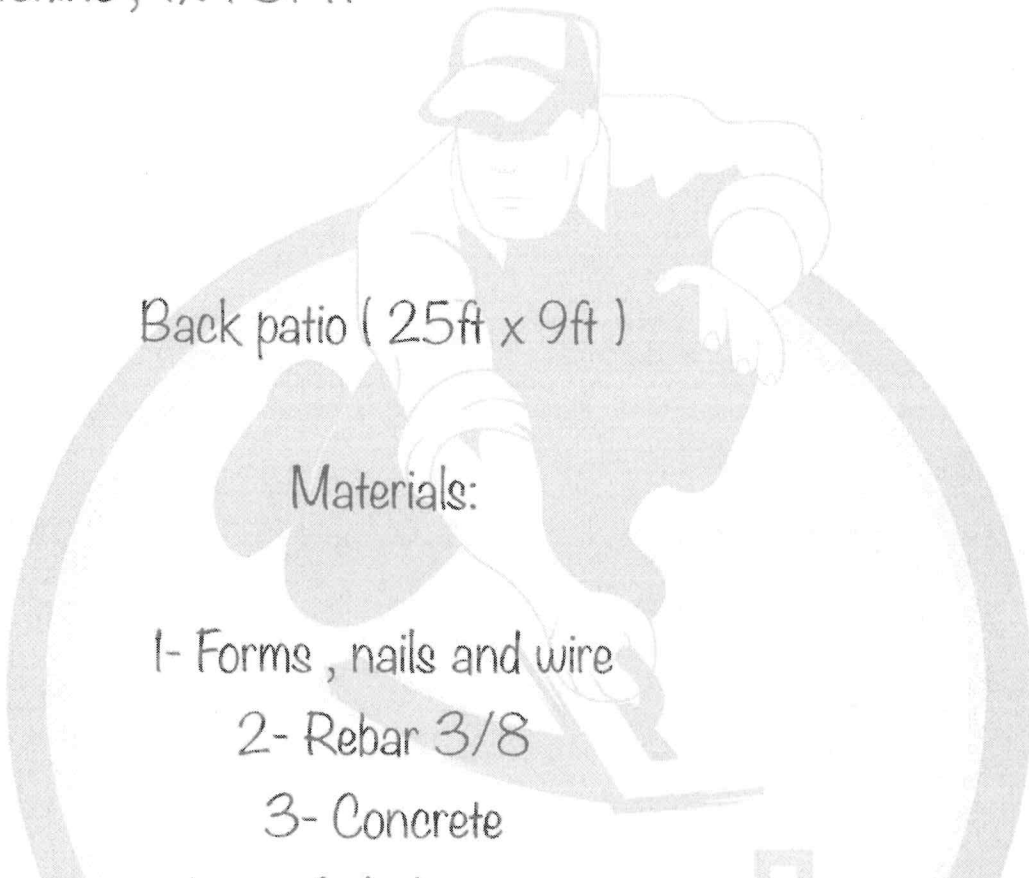
• 0.95 Galvanized metal 2 3/8 post w/ 1 5/8 top rail covered all around w/ mesh. \$ 1250.00 each

if we do more than 4 drop price to \$ 1000.00 each

NOTES —

# BARCENAS CONCRETE

205 W Hickman St  
Hutchins, Tx 75141



Back patio ( 25ft x 9ft )

Materials:

1- Forms , nails and wire

2- Rebar 3/8

3- Concrete

4- Labor

Total = \$2,800

NOTE : Job includes materials and labor work



(469) 658 6165 / (469)-350-8097



barcenasconcrete@outlook.com

**CITY OF HUTCHINS  
RESOLUTION NO. R2025-12-1310**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT FOR CONSTRUCTION SERVICES, BY AND BETWEEN THE CITY OF HUTCHINS AND BARCENAS CONCRETE TX, LLC, FOR POURING CONCRETE PADS FOR OUTDOOR KENNELS AT THE CITY’S ANIMAL SHELTER IN AN AMOUNT NOT TO EXCEED \$2,800.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hutchins has been presented with a proposed Agreement for Construction Services between the City and Barcenas Concrete TX, LLC (the “Agreement”); and

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

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

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 15th day of December 2025.

CITY OF HUTCHINS, TEXAS

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

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary  
(12-02-2025: 4932-6202-8670, v. 1)

**EXHIBIT "A"**  
**Agreement for Construction Services**  
**Barcnas Concrete TX, LLC**

4932-6202-8670, v. 1



transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

3.3 All minor details of the work not specifically mentioned in the Scope of Services but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise, the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as shown on the Project Drawings. It is agreed that Contractor shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. Payment for extra work shall be as agreed in the work order.

**3.4 Contractor agrees to indemnify, defend, and save City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this contract. When City requests, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived.**

**ARTICLE IV  
PAYMENT**

4.1 City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor the total construction price not to exceed **TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$2,800.00)** in accordance with Scope of Services, subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to the Contractor shall be monthly based on the Contractor's monthly progress report and detailed monthly itemized statement for services that shows the names of the Contractor's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 City reserves the right to delay, without penalty, any partial payment when, in the opinion of City, Contractor has not made satisfactory progress on the construction of this Project based on the Scope of Services and the Completion Schedule Estimate.

4.4 The total amount to be paid pursuant to this Agreement is specified in Section 4.1, above. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement which is not timely cured after receipt of notice from City, or in the event of the assertion by other parties of any claim or lien against City, or the City's premises, arising out of Contractor's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an

amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.

4.5 City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating possible filing of claims.
- (3) Failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor.
- (4) Damages to another contractor or subcontractor.

When the above grounds are removed, or Contractor provides a surety bond satisfactory to City which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

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

**ARTICLE V  
RESPONSIBILITIES**

5.1 Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project Drawings and specifications.

5.2 Neither City's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

5.3 The rights and remedies of City under this Agreement are as provided by law.

**ARTICLE VI  
TIME FOR PERFORMANCE**

6.1 Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.

6.2 If Contractor's performance of this Agreement is delayed or interfered with by acts of City or others, Contractor may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

6.3 No allowance of any extension of time, for any cause whatever, shall be claimed or made to Contractor, unless Contractor shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Contractor have agreed in writing upon the allowance of additional time to be made.

6.4 Contractor hereby agrees to commence work not later than ten (10) calendar days of the written Notice to Proceed. The Project will be considered substantially complete when items within the Scope of Services are completed.

**ARTICLE VII  
OWNERSHIP OF PROJECT & WARRANTY**

7.1 Contractor warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all Work for which payments have been received from City shall be free and clear of liens, claims, security interest or other encumbrances in favor of Contractor or any other person or entity whatsoever.

7.2 Contractor agrees to assign to City at the time of final completion of the Scope of Services any and all manufacturer’s warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner so as to preserve any and all manufacturer’s warranties. If necessary, as a matter of law, Contractor may retain the right to enforce directly any such manufacturers’ warranties during the two-year period following the date of final acceptance of the Project by City.

7.3 Contractor warrants the labor and materials provided in association with the Scope of Service for a period of one (1) year from the date of final completion and acceptance of the Project.

**ARTICLE VIII  
TERMINATION**

8.1 City may suspend or terminate this Agreement for cause or without cause at any time by giving Contractor thirty (30) days prior written notice. If the suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

8.2 Should City require a modification of this Agreement with Contractor, and if City and Contractor fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Contractor prior to such termination date.

**ARTICLE IX  
INSURANCE**

9.1 During the term of this Agreement, Contractor shall maintain in full force and effect the following insurance:

- (1) A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to

- Contractor’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;
- (2) Automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage; and
- (3) Statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor’s employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

9.2 All insurance and certificate(s) of insurance shall contain the following provisions:

- (1) Name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;
- (2) Provide for at least thirty (30) days prior written notice to City for cancellation or non-renewal of the insurance;
- (3) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to City of any material change of or to the insurance required herein.

9.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

9.4 A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services.

**ARTICLE X  
INDEMNIFICATION**

**CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “THE CITY PARTIES”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ONE OF MORE OF THE CITY PARTIES OR BREACH OF THE CITY PARTIES’ OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES,**

**REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OF ONE OR MORE OF THE CITY PARTIES, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY THE CITY PARTIES ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION 10 SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**ARTICLE XI  
RELATIONSHIP OF PARTIES**

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

**ARTICLE XII  
SUSPENSION OF WORK**

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

**ARTICLE XIII  
AVAILABILITY OF FUNDS**

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

**ARTICLE XIV  
MISCELLANEOUS**

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

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

14.3 Default of Contractor. If Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion without prejudice to any other right or remedy:

- (1) Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. In the event, of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; and
- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Contractor.

14.4 Adjustments in Services. No claims for extra services, additional services, or changes in the services will be made by Contractor without a written agreement with City prior to the performance of such services.

14.5 Execution Becomes Effective. This This Agreement will be effective upon signing of the Agreement by authorized representatives of Contractor and City (“Effective Date”).

14.6 Right-of-Access. City will obtain and/or furnish right-of-access on any project site for Contractor to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. Contractor will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

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

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

14.9 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Dallas Division). The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

14.10 Amendments. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

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

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

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

14.14 No Waiver of Immunity. The Parties agree that City has not waived immunity by entering into and performing its respective obligations under this Agreement.

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

If intended for City:

City of Hutchins, Texas  
Attn: James Quin, City Administrator  
400 N JJ Lemmon Road  
Hutchins, Texas 75141  
Phone: (972) 225-6121  
Email: [jquin@cityofhutchinstx.gov](mailto:jquin@cityofhutchinstx.gov)

With Copy to:

Nichols | Jackson, L.L.P.  
Attn: Joseph J. Gorfida, Jr., City Attorney  
500 North Akard Street, Suite 1800  
Dallas, Texas 75201  
Phone: (214) 965-9900  
Email: [jgorfida@nicholsjackson.com](mailto:jgorfida@nicholsjackson.com)

If intended for Contractor:

Barcnas Concrete TX, LLC  
Attn: \_\_\_\_\_  
510 Cherry Street  
Forreston, Texas 76041  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

14.18 Sales and Use Tax. Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of state and local sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

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

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

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

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

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

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined

in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

14.24 No Excluded Nation or Foreign Terrorist Organization. Contractor certifies that Contractor is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

*[Signature Page to Follow]*

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

**CITY OF HUTCHINS, TEXAS**

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

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(12-02-2025: 4918-3818-6622, v. 1)

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

**BARCENAS CONCRETE TX, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**Scope of Services**



205 W Hickman St  
Hutchins , Tx 75141

Back patio ( 25ft x 9ft )

Materials:

- 1- Forms , nails and wire
- 2- Rebar 3/8
- 3- Concrete
- 4- Labor

Total = \$2,800

NOTE : Job includes materials and labor work

 (469) 658 6165 / (469)-350-8097  [barcenasconcrete@outlook.com](mailto:barcenasconcrete@outlook.com)



# STAFF REPORT

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**MEETING DATE:** December 15, 2025

**MEETING TYPE:** Regular Council Meeting

**SUBMITTED BY:** Steve Perry Police Chief

**AGENDA CAPTION:** [Purchase of 2026 Chevrolet Silverado Police Vehicle and Emergency Equipment] Presented by: [Steve Perry, Police Chief]

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**Background Information**

During 2025/2026 Budget/bond process \$ 275,000.00 in bond debt was set aside to fund the purchase of three (3) Police vehicles that will replace aging vehicles in our current fleet. Staff is proposing that we purchase three Chevrolet Silverado Pickup trucks and all necessary emergency equipment to outfit these vehicles from the following vendors. These vehicles will be assigned to the patrol and the criminal investigations division.

The following equipment will be removed from existing vehicles are re-used:

Motorola Cameras System (1)

Radar Units (2)

Motorola Radios (4)

**Budget Implications**

Caldwell Country Chevrolet \$ 152,260.00 (Three 2026 Chevrolet PPV Silverado's)

Motorola Corporation \$ 31,900.00 for the purchase to two new Camera systems

Baxter IT \$ 16,102.68 Computers, Cradle Point, Mounting hardware, Wiring.

Feniex Emergency equipment, graphics, upfit \$ 64,954.20

Total project cost \$ 265,217.20

**Operational Impact**

The following units will come out of patrol and be recommended for public auction.

Unit # 142 2016 Ford Sedan, mileage 107885 condition poor

Unit # 145 2016 Ford Explorer, mileage 136313 condition poor

Unit # 139 2013 Chevrolet Tahoe, mileage 132883 condition poor

Unit # 140 2014 Chevrolet Tahoe, mileage 122035 condition poor

**Legal Review**

Sent to City Attorney Joe Gorfida November 7, 2025

**Staff Recommendation**

Approve the purchase of vehicles for the Police Department.

**Supporting Documentation and Attachments**

Resolution

Caldwell Country letter of intent

Caldwell Country Quote

Motorola Quote

Baxter IT Quote

Feniex quotes

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R 2025-12-1312**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO EXTEND AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTCHINS POLICE DEPARTMENT AND THE DALLAS INDEPENDENT SCHOOL DISTRICT. THE AGREEMENT CLARIFIES JURISDICTIONS, DEFINES PARAMETERS AND AREAS OF RESPONSIBILITY, AND ESTABLISHES A SPIRIT OF COOPERATION TO ENHANCE THE SERVICES THAT BOTH AGENCIES PROVIDE TO THE CITIZENS RESIDING WITHIN THE CITY LIMITS OF HUTCHINS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hutchins has been presented with an interlocal agreement between the Dallas Independent School district and the City of Hutchins. This Interlocal Agreement (“Extension”) is a formal agreement to clarify jurisdiction, define parameters and areas of responsibilities, and to establish a spirit of cooperation to enhance the services that both agencies provide to the citizens residing within the city limits of Hutchins, in accordance with the provisions of the *Texas Education Code, Section 37.081*.

**WHEREAS** the City Council finds that it is in the public interest to approve the Extension between the City of Hutchins and Dallas ISD; and

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

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

**SECTION 1.** The City Administrator or his designed is hereby authorized to execute the extension, which is attached hereto as Exhibit “A,” on behalf of the City of Hutchins and Dallas Independent School District for mutual aid services.

**SECTION 2.** This agreement will be effective from the date that the agreement has been fully executed by both parties through November 30, 2026. This agreement may be renewed for 3 one-year terms by the Dallas ISD Police Department providing Hutchins Police Department with a written notice of its intention to renew not later than thirty (30) days prior to the expiration of the then current term.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 15th day of December 2025.

CITY OF HUTCHINS, TEXAS

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Mario Vasquez, Mayor

ATTEST:

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Cynthia Olguin, City Secretary  
(12/15/25)

**EXHIBIT "A"**  
**INTERLOCAL AGREEMENT - AMENDMENT**

QUOTE# 00AA

CONTRACT PRICING WORKSH

Section F, Item 11.

End User: CITY OF HUTCHINS	Contractor: CALDWELL COUNTRY
Contact Name: CHIEF STEVE PERRY	CALDWELL COUNTRY CHEVROLET
Email: SPERRY@CITYOFHUTCHINSTX.GOV	Prepared By: Averyt Knapp
Phone #: 972-225-2225	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City: HUTCHINS, TX	Fax #: 979-567-4376
Date Prepared: NOVEMBER 7, 2025,	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #724-23	Tax ID # 87-3266036
Product Description: 2026 CHEVROLET 1500 SILVERADO 4X4 CREW CAB CK10543	
A Base Price & Options: \$50,320	

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	LH SPOTLIGHT (KERR INSTALL) 4X4-CREW CAB, PPV, Z71 PACKAGE, TWO-SPEED AUTOTRAC TRANSFER CASE, SKID PLATE SIELD, 7,100#GVWR, 5.3L-V8 GAS, 10-SPD AUTOMATIC, 3.23 LOCKING REAR AXLE DIFFERENTIAL, 20" STEEL WHEELS, 275/60R20SL ALL TERRAIN (5), 40-20-40 CLOTH SEATS/VINYL REAR BENCH, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, SHORT BED, REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		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 (DROP OFF AT KERR-ARLINGTON FOR LH SPOTLIGHT)					\$300
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$50,620
Quantity Ordered					3
Subtotal E					\$151,860
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE (\$400 PER PO, NOT PER UNIT)					\$400
G. Vehicle Color : WHITE EXTERIOR					
H. Total Purchase Price (E+F)					\$152,260
Estimated Delivery Date:				UNITS IN STOCK CURRENTLY - DELIVER TO KERR	



# 2026 Silverado Admin | Hutchins Police Department | Revised

**Quote Expires:** December 3, 2025  
Includes install of Radio, Camera System, Cradlepoint

Product	Unit Price	Qty	Total
Quantum® 2.0 Interior Front Tri Color - Silverado 2019-2025 Silverado 2019-2025	\$899.00	1	\$899.00
Q Serial Surface Mount 4 Mounted in Grille	\$109.00	4	\$436.00
4200 Data-Link Controller	\$489.00	1	\$489.00
4X Flasher	\$59.00	1	\$59.00
Q Link Module	\$149.00	1	\$149.00
Quad Converter (Stand alone)	\$149.00	1	\$149.00
Quantum® 2.0 800 Tri Color	\$649.00	1	\$649.00
Stick Light Headliner Bracket	\$19.00	2	\$38.00

Product	Unit Price	Qty	Total Price
2019+ Chevy Silverado/GMC Sierra 1500 Console with Internal Cup Holder, Side Armrest, Wiring Chase, and Mongoose Motion Attachment Kit FP's: XTL2500/3000 APX8500 4200 Feniex Filler Plates	\$950.00	1	\$950.00
MAG MIC For PA Mic and Radio	\$55.00	2	\$110.00
Quad Cannon 1 Mounted In Front Cabin	\$69.00	1	\$69.00
Storm 200W Siren	\$558.00	1	\$558.00
Triton 100W Speaker Universal bracket included	\$129.00	1	\$129.00
DECKED SYSTEM FOR SILVERADO W/ LOCKS	\$1,500.00	1	\$1,500.00
Q Serial Flat-Surface Mount Rear Bumper	\$109.00	4	\$436.00
2025 Silverado Level 3 + Driver Door Panel	\$1,400.00	1	\$1,400.00
Quantum® 2.0 Rocker Tri Color	\$679.00	2	\$1,358.00
2" face plate combo USB-C /USB port and (2) DC outlets	\$58.50	1	\$58.50
Q Serial Flat-Surface Mount For Mirror Lights	\$109.00	2	\$218.00

Labor	
Freight	\$600.00
Consumables	\$500.00
Harness	\$200.00
<b>Total</b>	<b>\$13,754.50</b>

Questions? Contact me



**Bryce Blumberg**

Upfitting Sales Manager



# 2026 Silverado Patrol | Hutchins Police Department

**Quote Expires:** December 18, 2025

Includes install of Radio, Camera System, Cradlepoint  
This Quote is per 2 vehicles

Product	Unit Price	Qty	Total
Quantum® 2.0 Interior Front Tri Color - Silverado 2019-2025 Silverado 2019-2025	\$899.00	2	\$1,798.00
Q Serial Surface Mount 4 Mounted on PB	\$109.00	8	\$872.00
Quantum® 2.0 Rocker Tri Color	\$679.00	4	\$2,716.00
4200 Data-Link Controller	\$489.00	2	\$978.00
4X Flasher	\$59.00	4	\$236.00
Q Link Module	\$149.00	2	\$298.00
Quad Converter (Stand alone)	\$149.00	2	\$298.00
Quantum® 2.0 800 Tri Color	\$649.00	2	\$1,298.00
Stick Light Headliner Bracket	\$19.00	4	\$76.00

Product	Unit Price	Qty	
2019+ Chevy Silverado/GMC Sierra 1500 Console with Internal Cup Holder, Side Armrest, Wiring Chase, and Mongoose Motion Attachment Kit FP's: XTL2500/3000 APX8500 4200 Feniex Filler Plates	\$965.00	2	\$1,930.00
MAG MIC For PA Mic and Radio	\$55.00	4	\$220.00
Quad Cannon 1 Mounted In Front Cabin and 1 Mounted in Prisoner Transport Area	\$69.00	4	\$276.00
Storm 200W Siren	\$558.00	2	\$1,116.00
Triton 100W Speaker Universal bracket included	\$129.00	4	\$516.00
Hammer 100W Speaker, Siren x2 Universal L bracket included x1 Mounting Ring included x1 Hardware Kit	\$279.00	2	\$558.00
DECKED SYSTEM FOR SILVERADO W/ LOCKS	\$1,500.00	2	\$3,000.00
Q Serial Surface Mount For Mirriors	\$109.00	4	\$436.00
GJ DUAL GUN LOCK	\$498.74	2	\$997.48
2022-24 Silverado Partition Kit (TP-E-SL6-FS-SS, PM-21TH, KP-CHV19-SS)	\$1,058.90	2	\$2,117.80
WINDOW BARS	\$375.00	2	\$750.00
2021-24 Silverado 1500 Bench plastic seat with OS belt system and cab window screen.	\$2,301.67	2	\$4,603.34
Westin Push Bumper for 2025 Silverado	\$778.00	2	\$1,556.00

Product	Unit Price	Qty	
Light Channel	\$56.00	2	\$112.00
Q Serial Flat-Surface Mount Rear Bumper	\$109.00	8	\$872.00
25 SILVERADO LEVEL III+ DRIVER DOOR PANEL	\$1,400.00	2	\$2,800.00
2019-24 Chevy Silverado driver and passenger side door panel	\$285.20	2	\$570.40
Graphics and Tint			\$3,600.00
Labor			\$8,400.00
Freight			\$1,450.00
Consumables			\$1,200.00
Harness			\$450.00
<b>Total</b>			<b>\$46,101.02</b>

**Questions? Contact me**



**Bryce Blumberg**

Upfitting Sales Manager



fenix.com



## Hutchins Police Department | Install Only | Chiefs Tahoe

Quote created for: Lt. Benny Puckett | Quote Expires: December 3, 2025

Install of lights and Radio

- Whelen lights
- Fenix Controller

Product	SKU	List Pricing	Qty	Line Total
Typhoon Handheld Siren	C-5017	\$299.00	1	\$299.00
One-time subtotal				\$299.00
Install of Parts				\$4,800.00
<b>Total</b>				<b>\$5,099.00</b>

## Purchase Terms

### **Cancellation:**

Orders canceled or changed after 24 hours of being placed will be subject to a 10% fee and extended lead times.

### **Return/Restock:**

New orders returned within 3 months will be subject to a 20% fee

### **Expedite/Rush Request:**

Rush order requests are UNAVAILABLE at this time.

### **Backorders:**

Upon receipt, verify product count and reconcile with the packing slip. Discrepancies must be notified to Fenix within 30 days.

## Questions? Contact me



**Colton Moats**

+14696046004



**Baxter I.T. Consulting Services**  
 372 TOWN PLACE  
 FAIRVIEW, TX 750691958  
 2143838010  
 finance@baxterit.com  
 www.baxterit.com

Section F, Item 11.  
**Estimate**

ADDRESS
City of Hutchins 321 N. Main Hutchins, TX. 75141

ESTIMATE #	DATE
2467	12/08/2023

DESCRIPTION	QTY	PRICE	TOTAL
Panasonic Toughbook 55 Mk3, Intel Corei5-1345U (up to 4.7GHz), vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Infrared Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard. Windows 11	3	3,372.20	10,116.60
Havis Premium Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 55	3	1,079.44	3,238.32
DC Adapter 120-Watt Vehicle Adapter for All Toughbooks and ToughPads	3	239.99	719.97
Cradlepoint IBR900-1200M Power Cables	3	34.99	104.97T
AG95 5-Lead 2xCELL 2xWiFi GPS-BB Cradlepoint Antenna - Black	3	497.50	1,492.50
Brother Rugged Jet Hard Wire Kit and USB	3	68.44	205.32
Shipping	1	225.00	225.00

SUBTOTAL	16,102.68
TAX	0.00
<b>TOTAL</b>	<b>\$16,102.68</b>

Accepted By

Accepted Date

\*\*Disclaimer - Please note all hardware sales are final 15 days after installation.



QUOTE-3104784  
 Hutchins PD FY26 Motorola Video  
 (2)

Billing Address:  
 Hutchins PD  
 205 W. HICKMAN  
 P.O. BOX 500  
 HUTCHINS, TX 75141  
 US

Quote Date:04/25/2025  
 Expiration Date:06/24/2025  
 Quote Created By:  
 Blake Galloway  
 Regional Sales Manager  
 Blake.Galloway@  
 motorolasolutions.com  
 214-551-2709

End Customer:  
 HUTCHINS POLICE DEPT

Contract: 39000 - DIR-CPO-5433  
 AGREEMENT: WG AGREEMENT  
 Payment Terms:30 NET

Line #	Item Number	APC	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service									
1	AAS-M5-3CAM-BWC	0894	M500 3-CAMERA IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD- 5 YEARS VIDEO-AS-A-SERVICE	2	5 YEAR	\$15,600.00	\$15,600.00	\$31,200.00	
2	AAS-BWC-USB-DOC	0894	V300/V700 USB CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	2	5 YEAR	\$240.00	\$240.00	\$480.00	
3	WGP02950	0894	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	2		\$137.50	\$110.00	\$220.00	
4	WGB-0178AAS	0894	VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS	2		Included	Included	Included	
5	WGB-0708A	0899	M500 ICV SYSTEM W/ RCAM, V300 WIFI DOCK	2		Included	Included	Included	
6	WGC02001-VAAS	0897	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	2	5 YEAR	Included	Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	APC	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
7	WGB-0741A	0894	V700 BODY WORN CAMERA FIRSTNET READY	2		Included	Included	Included	3 YEAR
8	LSV07S03512A	0854	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700	2	5 YEAR	Included	Included	Included	
9	SWV07S03593A	0853	BODY WORN CAMERA SOFTWARE ENHANCEMENTS	2	5 YEAR	Included	Included	Included	
10	WGP02798-KIT	0894	V700 MAGNETIC MOUNT WITH BWC BOX	2		Included	Included	Included	
11	WGC02003-VAAS	0897	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE FOR IN-CAR VIDEO SYSTEM PER ADDITIONAL CAMERA VAAS	2	5 YEAR	Included	Included	Included	
12	WGW00502	0854	M500 EXTENDED WARRANTY	2	5 YEAR	Included	Included	Included	
13	WGC02002-VAAS	0897	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	2	5 YEAR	Included	Included	Included	
14	WGB-0189A	0894	MTIK CONF KIT,802.11AC,M500POE ,5GHZANT	2		Included	Included	Included	
15	WGP01394-001	0899	4RE/M500 RADIO ANTENNA CABLE, 17FT	2		Included	Included	Included	
16	WGP02225-230-KIT2	0899	BRKT KIT DISP/BWC/CAM TAHOE/SILV 2021	2		Included	Included	Included	

Subtotal \$31,955.00  
 Total Discount Amount \$55.00  
**Grand Total \$31,900.00(USD)**



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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Section F, Item 11.


**MOTOROLA SOLUTIONS**

 QUOTE-3104784  
 Hutchins PD FY26 Motorola Video  
 (2)

## Pricing Summary

	Sale Price
<b>Upfront Costs for Hardware, Accessories and Implementation (if applicable)</b>	<b>\$6,556.00</b>
<b>Year 2 Subscription Fee</b>	<b>\$6,336.00</b>
<b>Year 3 Subscription Fee</b>	<b>\$6,336.00</b>
<b>Year 4 Subscription Fee</b>	<b>\$6,336.00</b>
<b>Year 5 Subscription Fee</b>	<b>\$6,336.00</b>
<b>Grand Total System Price (Inclusive of Upfront and Annual Costs)</b>	<b>\$31,900.00</b>

*\*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

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# STAFF REPORT

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**MEETING DATE:** December 15,2025

**MEETING TYPE:** Regular Council Meeting

**SUBMITTED BY:** Steve Perry Chief of Police

**AGENDA CAPTION:** [DISD MOU renewal] Presented by: [Steve Perry, Police Chief]

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**Background Information**

The City of Hutchins and Dallas ISD have a mutual aid agreement in place for providing assistance/mutual aid at the two DISD schools on JJ Lemon and Langdon Rd. that service the City of Hutchins.

**Budget Implications**

Provided assistance in emergency situations to the DISD Police department.

**Operational Impact**

Provide assistance to DISD in emergency situations.

- Hutchins Police Department Public Information Office shall notify the Dallas ISD Communications Office, prior to releasing information to the media or public, in joint cases involving students, district employees, crimes involving district property or where the investigation involves the mutual interest of both the Dallas ISD and Hutchins Police Department.
- The Hutchins Police Department will assist any lead agency in the reporting and investigating of major crimes against person crimes reported by Dallas ISD, including homicide, kidnapping, and suicide.
- Hutchins Police Department agrees to coordinate warrant service on Dallas ISD property with the Dallas ISD Police Department.
- The Hutchins Police Department agrees to assist any lead agency in response to barricaded person or hostage incidents occurring on Dallas ISD campuses.
- The Hutchins Police Department will provide Gang unit assistance as available and share intelligence information regarding campus crime with Dallas ISD Police Department.

- The Hutchins Police Department will notify Dallas ISD Police Department of any "undercover" investigation prior to commencing on any Dallas ISD campus(s) or facilities, for safety of officers and students.
- The Hutchins Police Department will agree to provide officer safety assistance and assist officer back-up to officers employed by the Dallas ISD Police Department when requested, and to the degree necessary to ensure the safety of Dallas ISD Police Officers.
- The Hutchins Police Department agrees to provide continued access to specialized services for all campuses and facilities in the interest of public safety.
- The Hutchins Police Department agrees to assist the lead agency in responding to active shooter calls on Dallas ISD campuses located within the city limits of Hutchins, Texas.

**Legal Review**

Sent to City Attorney Joe Gorfida for review 11/7/2025

**Staff Recommendation**

Approve, the renewal of the DISD interlocal agreement

**Supporting Documentation and Attachments**

DISD renewal

Resolution

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R 2025-12-1312**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO EXTEND AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTCHINS POLICE DEPARTMENT AND THE DALLAS INDEPENDENT SCHOOL DISTRICT. THE AGREEMENT CLARIFIES JURISDICTIONS, DEFINES PARAMETERS AND AREAS OF RESPONSIBILITY, AND ESTABLISHES A SPIRIT OF COOPERATION TO ENHANCE THE SERVICES THAT BOTH AGENCIES PROVIDE TO THE CITIZENS RESIDING WITHIN THE CITY LIMITS OF HUTCHINS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hutchins has been presented with an interlocal agreement between the Dallas Independent School district and the City of Hutchins. This Interlocal Agreement (“Extension”) is a formal agreement to clarify jurisdiction, define parameters and areas of responsibilities, and to establish a spirit of cooperation to enhance the services that both agencies provide to the citizens residing within the city limits of Hutchins, in accordance with the provisions of the *Texas Education Code, Section 37.081*.

**WHEREAS** the City Council finds that it is in the public interest to approve the Extension between the City of Hutchins and Dallas ISD; and

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

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

**SECTION 1.** The City Administrator or his designed is hereby authorized to execute the extension, which is attached hereto as Exhibit “A,” on behalf of the City of Hutchins and Dallas Independent School District for mutual aid services.

**SECTION 2.** This agreement will be effective from the date that the agreement has been fully executed by both parties through November 30, 2026. This agreement may be renewed for 3 one-year terms by the Dallas ISD Police Department providing Hutchins Police Department with a written notice of its intention to renew not later than thirty (30) days prior to the expiration of the then current term.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 15th day of December 2025.

CITY OF HUTCHINS, TEXAS

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Mario Vasquez, Mayor

ATTEST:

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Cynthia Olguin, City Secretary  
(12/15/25)

**EXHIBIT "A"**  
**INTERLOCAL AGREEMENT - AMENDMENT**

DALLAS INDEPENDENT SCHOOL DISTRICT  
AMENDMENT OF INTERLOCAL AGREEMENT

This Amendment between Dallas Independent School District, on behalf of its Police Department, ("Owner" or "District"), a local political subdivision of the State of Texas, and the City of Hutchins, on behalf of its Police Department, (the "City") is made and entered into effective on the date of execution by the District.

RECITALS

Whereas, the District and the City made and entered into as of December 5, 2022, an Interlocal Agreement to provide a common understanding of policies and procedures that the Hutchins Police Department, and the Dallas ISD Police Department will follow in providing police service to Dallas ISD schools in the City of Hutchins, Dallas County and / or The State of Texas, (the "Agreement"); and

Whereas, District and City desire to amend the agreement to exercise the renewal option as stated in the Agreement.

NOW, THEREFORE, for and in consideration of the agreement made, the parties agree to the following:

- 1. The Agreement is extended through November 30, 2026.

Other than as set forth herein, all terms and conditions, including any attachments and documents stemming therefrom, of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below.

Execution of Agreement; Counterparts; Electronic Signatures.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

The exchange of the copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("pdf") from, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signature of the Parties transmitted by facsimile. Pdf or other electronic means shall be deemed to be their original signatures for all purposes.

DALLAS INDEPENDENT SCHOOL DISTRICT:

Albert R. Martinez  
Signature of Authorized Representative

Albert R. Martinez  
Printed Name of Authorized Representative

CHIEF OF POLICE  
Title of Authorized Representative

October 31, 2025  
Date Executed

Approved as to form

By: J. Flores 10/31/25  
Signature of Assistant General Counsel for Dallas ISD

[CITY OF HUTCHINS]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date Executed