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, July 3, 2023, at 6:30 p.m. at the Hutchins City Hall - Council Chamber located at 321 N. Main Street, Hutchins, Texas, at which time the following items will be discussed and considered:

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.

Telephonic/Video Meeting hosted through RingCentral.
To access the meeting via telephone/video conference click the below link:
https://webinar.ringcentral.com/j/1473488635
Participate by Telephone:
Dial: +1 (469) 445-0100
Webinar ID: 147 348 8635

REGULAR SESSION

A. CALL TO ORDER: The Mayor will call the meeting order and declare a quorum.
   1. Roll Call
   2. Invocation
   3. Pledge of Allegiance

B. 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.

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

D. PRESENTATIONS
   1. Animal Shelter Update
E. PUBLIC HEARINGS

F. REGULAR AGENDA

1. Discuss and consider Resolution R2023-1120 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HUTCHINS AND BIRKHOFF, HENDRICKS & CARTER, L.L.P. TO ASSIST THE CITY IN THE SANITARY SEWER UPGRADE FOR THE SOUTH HAVEN DEVELOPMENT SEGMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Presented by: Robert McWayne, Interim Director of Public Works

2. Discuss and consider Resolution R2023-1121 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE SUPPLEMENT TO THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN ONCOR ELECTRIC DELIVERY COMPANY LLC AND CITY OF HUTCHINS (THE “SUPPLEMENT”), AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE SUPPLEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Presented by: Robert McWayne, Interim Director of Public Works

G. ITEMS OF COMMUNITY INTEREST

1. City Offices will be closed on Tuesday, July 4, 2023, in observance of the Fourth of July Holiday.

2. No Republic Services collection on Tuesday, July 4, 2023. Double Pull for residential service on Friday, July 7 collecting carts, bags, and bulk outside carts.

3. Economic Development Corporation Board meeting, July 13, 2023, at 6:30 p.m. at the EDC Office 103 w. Palestine St., Hutchins, TX 75141.

4. Movies in the Park and Back-To-School Supplies, July 15, 2023, 7:30 p.m. at Campbell Park, 200 S. Denton St. The Super Mario Bros. Movie (2023)

5. Atwell Public Library Board meeting, July 18, 2023, at 6:30 p.m. at Atwell Public Library, 300 N. Denton St., Hutchins, TX 75141.

6. Planning and Zoning Commission meeting, July 20, 2023, at 6:00 p.m. at Hutchins City Hall - Council Chamber, 321 N. Main St., Hutchins, TX 75141.

7. Mobile Shred Event rescheduled for Saturday, July 29, 2023, 9 am - 11 pm at City Hall back parking lot.

H. ADJOURNMENT

CERTIFICATION

I certify that a copy of the July 3, 2023, agenda of items to be considered by the Hutchins City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City’s website www.cityofhutchins.org, in accordance with Chapter 551 of the Texas Government Code. Posted on June 30, 2023, before 6:30 p.m.

Cynthia Olguin
City Secretary
Background Information
Consideration of approval of the June city council meeting minutes.

- June 5, 2023, Regular City Council Meeting
- June 20, 2023, Regular City Council Meeting

Budget Implications

Operational Impact

Legal Review

Staff Recommendation
Staff recommends approval.

Supporting Documentation and Attachments
1. 06-05-2023 Regular City Council Meeting Minutes
2. 06-20-2023 Regular City Council Meeting Minutes
A meeting of the Hutchins City Council was held on Monday, June 5, 2023, at 6:30 p.m. at Hutchins City Hall – Council Chamber, 321 N. Main St., Hutchins, Texas, at which time the following items were discussed and considered:

**REGULAR SESSION**

A. **CALL TO ORDER:** Mayor Vasquez called the meeting to order at 6:30 p.m.

1. **Roll Call:** Members present – Mayor Vasquez, Councilmember Elmore, Councilmember Campbell, Councilmember Odom, and Councilmember Didehbani.

   Mayor Pro Tem Nichols was absent.

2. **Invocation:** The invocation was presented by Reverend Gardner.

3. **Pledge of Allegiance:** Councilmember Didehbani led the Pledge of Allegiance

B. **CITIZEN COMMENTS**

Sandra Moody, 110 Odell St., spoke in favor of daycare and against the parking lot at N. Wintergreen Road.

David Coleman, 111 Willow Grove Dr., spoke regarding the maintenance to the creek behind his home and addressed the council with his complaints regarding inconsistent enforcement for code violations.

C. **CONSENT AGENDA**

1. **April and May Meeting Minutes**
   
   Presented by: Cynthia Olguin, City Secretary

   Councilmember Odom made the motion seconded by Councilmember Elmore to approve the consent agenda. All in favor, the motion carried 4-0.

D. **PRESENTATIONS**

1. **March/April Financials**
Finance Director William Wooten presented the March and April financials and answered questions.

2. Entryway sign locations.
   Presented by: Robert McWayne, Interim Director of Public Works

Interim Director of Public Works McWayne presented options for the locations of the entryway signs. The council directed staff to proceed with the proposed locations.

E. PUBLIC HEARINGS

F. REGULAR AGENDA

1. Discuss and consider Resolution R2023-1106, RATIFYING APPROVAL OF ORDINANCE NO. 2016-0992-A, AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS, BY GRANTING A SPECIFIC USE PERMIT ("SUP") TO ALLOW FOR HEAVY LOAD VEHICLE STORAGE ON APPROXIMATELY TWENTY-THREE ACRES OF LAND ZONED LIGHT INDUSTRIAL ("LI"), LOCATED ON DOWDY FERRY ROAD (COMMONLY KNOWN AS LOT 1, BLOCK A, LANDER ADDITION, 1220 DOWDY FERRY ROAD), HUTCHINS, DALLAS COUNTY, TEXAS
   Presented by: Cynthia Olguin, City Secretary

Councilmember Odom made the motion seconded by Councilmember Elmore to table agenda item F.1. All in favor, the motion carried 4-0.

2. Discuss and consider Resolution R2023-1107 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HUTCHINS AND SCHAUMBURG & POLK, INC. ("SPI"), FOR ENGINEERING SERVICES TO CONSTRUCT THE CLEVELAND STREET 18" WASTEWATER RELIEF LINE.
   Presented by: Robert McWayne, Interim Director of Public Works

Councilmember Elmore made the motion seconded by Councilmember Didehbani to approve Resolution R2023-1107. All in favor, the motion carried 4-0.

3. Discuss and consider Resolution R2023-1108 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HUTCHINS AND BARTLETT & WEST, INC., FOR THE DESIGN OF A NEW VENTURI FLOW METER VAULT; AND PROVIDING FOR AN EFFECTIVE DATE.
   Presented by: Robert McWayne, Interim Director of Public Works
Councilmember Odom made the motion seconded by Councilmember Elmore to approve Resolution R023-1108. All in favor, the motion carried 4-0.


Presented by: Robert McWayne, Interim Director of Public Works

Councilmember Elmore made the motion seconded by Councilmember Didehbani to approve Resolution R2023-1109 to include a warranty. All in favor, the motion carried 4-0.

5. Discuss and consider Resolution R2023-1110 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HUTCHINS AND BARTLETT & WEST, INC., TO ASSIST THE CITY IN AN UPDATE TO THE CITY’S APPROVED 2016 & 2018 ROADWAY IMPACT FEE STUDY; AND PROVIDING FOR AN EFFECTIVE DATE.

Presented by: Robert McWayne, Interim Director of Public Works

Councilmember Odom made the motion seconded by Councilmember Elmore to approve Resolution R023-1110. All in favor, the motion carried 4-0.


Presented by: Robert McWayne, Interim Director of Public Works

Interim Public Works Director McWayne presented the item and stated that the project including design will start immediately, drawings will be available within six to eight weeks, and then go out for bids soon after.

Councilmember Didehbani made the motion seconded by Councilmember Elmore to approve Resolution R023-1111. All in favor, the motion carried 4-0.

7. Discuss and consider Resolution R2023-1112 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING AN AGREEMENT OF COOPERATION FOR THE URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PROGRAM WITH DALLAS COUNTY FOR A PERIOD OF THREE YEARS; AND PROVIDING FOR AN EFFECTIVE DATE.

Presented by: Robert McWayne, Interim Director of Public Works
Councilmember Elmore made the motion seconded by Councilmember Didehbani to approve Resolution R023-1112. All in favor, the motion carried 4-0.

8. Discuss and consider Ordinance 2023-1167 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13, TITLED “UTILITIES”, BY AMENDING ARTICLE 13.07, TITLED “INDUSTRIAL WASTE DISPOSAL REGULATIONS” BY ADDING A NEW SECTIONS TITLED “13.07.0075 GREASE, OIL AND SAND INTERCEPTORS” AND “13.07.0076 GREASE TRAPS” PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Presented by: Robert McWayne, Interim Director of Public Works

Councilmember Odom made the motion seconded by Councilmember Elmore to approve Ordinance 2023-1167. All in favor, the motion carried 4-0.

G. ITEMS OF COMMUNITY INTEREST

City Secretary Olguin announced the items of community interest.

H. ADJOURNMENT

Councilmember Elmore made the motion seconded by Councilmember Campbell to adjourn the meeting at 7:24 p.m. All in favor, the motion carried 4-0.

PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON 3rd DAY OF JULY 2023.

APPROVED:

_________________________________
Mario Vasquez, Mayor

ATTEST:

_________________________________
Cynthia Olguin, City Secretary
MINUTES

CITY OF HUTCHINS
NOTICE OF CITY COUNCIL MEETING
Monday, June 20, 2023 – 6:30 PM
Hutchins City Hall – Council Chamber
321 N. Main St.
Hutchins, TX 75141

A meeting of the Hutchins City Council was held on Monday, June 20, 2023, at 6:30 p.m. at Hutchins City Hall – Council Chamber, 321 N. Main St., Hutchins, Texas, at which time the following items were discussed and considered:

REGULAR SESSION

A. CALL TO ORDER: Mayor Vasquez called the meeting to order at 6:30 p.m.

1. Roll Call: Members present – Mayor Pro Tem Nichols, Councilmember Elmore, Councilmember Campbell, Councilmember Odom, and Councilmember Didehbani. Mayor Vasquez was absent.

2. Invocation: The invocation was presented by Councilmember Campbell.

3. Pledge of Allegiance: Councilmember Elmore led the Pledge of Allegiance

B. CITIZEN COMMENTS

C. CONSENT AGENDA

D. PRESENTATIONS

1. Officer K. Gaffney Commendation
   Presented by: Steve Perry, Police Chief

   Officer Gaffney was presented with a letter of commendation and presented with a good conduct bar for his exceptional service to the community.

2. Introduction of Police Department Employee
   Rene Estes
   Presented by: Steve Perry, Police Chief

   This introduction will be moved to a future agenda.

3. 2nd Quarter Investment Report
   Presented by: William Wooten, Finance Director

   Finance Director Wooten presented the 2nd Quarter Investment Report and answered questions.
4. Website Draft  
   Presented by: Katherine Lindsey, Assistant to the City Administrator

Assistant to the City Administrator Lindsey presented the item and displayed the draft website. The photographer will be taking interior photos, outdoor photos, and more people photos and activities. The estimated launch date is June 29, 2023. Councilmember Didehbani suggested the website include a section to highlight new businesses.

5. Capital Projects Update  
   Presented by: Robert McWayne, Interim Director of Public Works

Interim Director of Public Works McWayne presented the project updates and answered questions.

6. Public Works Crack Seal Machine update  
   Presented by: Robert McWayne, Interim Director of Public Works

Interim Director of Public Works McWayne presented the item including a cost estimate of approximately $70,000. Mr. McWayne clarified that the previous Director of Public Works had previously stated that the city owned a crack seal machine when in fact it was a striping machine. Council discussed the need for a striping machine and better-quality paint instead of using Dallas County for street striping.

7. National Fitness Grant Application  
   Presented by: Robert McWayne, Interim Director of Public Works

Interim Public Works Director McWayne presented the item and stated the cost to the city to participate in this matching grant could be up to $270,000. Council members discussed the need for the equipment to be easily accessible and visible, local corporate sponsorship and advertisement on the wall, artwork provided by the high school students, and the need to partner with a nutritional program provider. The council directed staff to proceed with the grant application at a potential cost of fifty percent of the cost to be provided by the city and to review in-kind gifts.

E. PUBLIC HEARINGS

1. Conduct a Public Hearing to consider a request from Drew Donsky with Claymoore Engineering, representing the property owner Chris Storm with Sable Realty LLC, for a Specific Use Permit (SUP) to allow for a Parking lot, Trucks, and Trailers in the Light Industrial (LI) district at the following location: Being a 17.88-acre tract of land out of a 29.314-acre tract of land situated in the William H. Shelton Survey, Abstract Number 1292, in the City of Hutchins, Dallas County, Texas, and being that certain tract of land described to 29.3899-acre development tract, a warranty deed recorded in Volume 87003, Page 8509, Official Public Records, Dallas County, Texas, and being more particularly described as Lot 2, Block A commonly addressed as 725 E. Wintergreen Rd.  
   Presented by: Tim Rawlings, Building Official
Mayor Pro Tem Nichols opened the public hearing at 7:10 p.m.

Building Official Tim Rawlings presented the item.

Ken Becker, representing OOIDA, spoke in support of improved safe parking for truckers.

Felix Madrigal, 1527 Trout Road, Hutchins, spoke against more heavy truck parking and read a statement.

Christ Storm, property owner, presented a summary of the proposed project to help relieve the need for truck parking in the City of Hutchins. Mr. Storm stated that the volume of warehouses in Hutchins and the number of trucks serving those businesses has increased truck traffic in Hutchins. This project would help relieve truck traffic, the illegal truck parking in the area, help drivers comply with Federal standards for truck drivers, and provide a safe parking facility when their time runs out. The facility will be screened by the natural tree line along the creek, have an 8-foot screening fence, and emergency entrance on Finn Road with the main entrance at Wintergreen to allow for eighteen trucks at a time. There will be no container storage or on-site shower facilities.

The Public hearing was closed at 7:44 p.m.

2. Conduct a Public Hearing to consider a request from Brandon Paredes representing property owner Guilibaldo Castillo requesting a change in zoning at 700 W. Palestine Street from its current zoning district of Retail (R) to Single Family Residential 7,000 SF (SF-7) to allow division of the property into 3 lots with the intent of constructing new single-family homes on the lots (required lot sizes in the SF-7 District are Lot width 60’ lot depth 100’) at a tract of land situated in the T. Freeman Survey, Abstract No. 453, in the City of Hutchins, Dallas County, Texas and being all of that tract of land described in a deed to Donnie H. McGraw, recorded in Volume 200012, Page 3691 of the Official Public Records of Dallas County, Texas (OPRDCT), and being more particularly described as Hutchins Acreage, Blk. 6 Lot 8.

Presented by: Tim Rawlings, Building Official

Mayor Pro Tem Nichols opened the public hearing at 7:44 p.m.

Building Official Tim Rawlings gave a background summary. The item was brought forward on the recommendation of the Planning and Zoning Commission.

Aurora Madrigal, 1527 Trout Rd., Hutchins, stated there is already an existing address of 700 W. Palestine.

Building Officials Rawlings acknowledged the addressing issues and stated that the addressing will be corrected after approval and during the final plat process when the properties are readdressed.

The public hearing was closed at 7:48 p.m.
F.  REGULAR AGENDA

Mayor Pro Tem called at recess at 7:50 p.m.

Mayor Pro Tem reconvened the meeting at 8:05 p.m.  Councilmember Campbell was excused from the meeting.

1. **Discuss and consider Ordinance 2023-1170 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS; GRANTING A SPECIFIC USE PERMIT (SUP) TO DREW DONOSKY OF CLAYMOORE ENGINEERING (REPRESENTING THE OWNER CHRIS STORM) IN ORDER TO ESTABLISH AND OPERATE A "PARKING LOT, TRUCKS AND TRAILERS" FACILITY ON ±17.88 ACRE TRACT OF LAND, LEGALLY DESCRIBED AS BEING IN THE WILLIAM H. SHELTON SURVEY, ABSTRACT NUMBER 1292 (725 E. WINTERGREEN ROAD, HUTCHINS, DALLAS COUNTY, TEXAS); PROVIDING FOR THE APPROVAL OF THE PROPOSED CONCEPT SITE PLAN.**

   Presented by: Tim Rawlings, Building Official

   Councilmember Odom made the motion seconded by Councilmember Elmore to approve Ordinance 2023-1170.  All in favor, the motion carried 4-0.

2. **Discuss and consider Ordinance 2023-1169 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS; APPROVING A CHANGE IN ZONING FROM RETAIL (R) TO SINGLE-FAMILY RESIDENTIAL-7 (SF-7) ON ±0.763 ACRE TRACT OF LAND SITUATED IN THE T. FREEMAN SURVEY, ABSTRACT NO. 453, CITY OF HUTCHINS, DALLAS COUNTY, TEXAS; SAID TRACT BEING ALL OF THE CERTAIN TRACT OF LAND DESCRIBED IN DEED TO DONNIE H. McGRAW RECORDED IN VOLUME 200012, PAGE 3691 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 700 W. PALESTINE STREET, HUTCHINS, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”**.

   Presented by: Tim Rawlings, Building Official

   Councilmember Elmore made the motion seconded by Councilmember Didehbani to approve Ordinance 2023-1170.  All in favor, the motion carried 4-0.

3. **Discuss and consider Resolution R2023-1106, RATIFYING APPROVAL OF ORDINANCE NO. 2016-0992-A, AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS, BY GRANTING A SPECIFIC USE PERMIT (“SUP”) TO ALLOW FOR HEAVY LOAD VEHICLE STORAGE ON APPROXIMATELY TWENTY-THREE ACRES OF LAND ZONED LIGHT INDUSTRIAL (“LI”), LOCATED ON DOWDY FERRY ROAD (COMMONLY KNOWN AS LOT 1, BLOCK A, LANDER ADDITION, 1220 DOWDY FERRY ROAD), HUTCHINS, DALLAS COUNTY, TEXAS.**

   Presented by: Cynthia Olguin, City Secretary

   Feilix Madrigal, 1527 Trout Rd., Hutchins, spoke against the approval of this item.
City Secretary Olguin presented the item and explained the item was brought forward to correct an administrative function that was not completed in February 2016 when the SUP was approved by the city council. Copies of the approved council minutes and other supporting documents were provided. The Resolution is for the purpose of ratifying action taken on February 1, 2016, and allowing for current staff to codify the ordinance for the SUP and updated the zoning map.

Councilmember Didehbani made the motion seconded by Councilmember Odom to approve Resolution R2023-1106. All in favor, the motion carried 4-0.

4. **Discuss and consider Ordinance 2023-1168, OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 1 TITLED “GENERAL PROVISIONS” BY AMENDING ARTICLE 1.03 TITLED “CITY OFFICERS”**

   Presented by: Karen Steward, Director of Human Resources

Councilmember Elmore made the motion seconded by Councilmember Odom to approve Ordinance 2023-1168. All in favor, the motion carried 4-0.

5. **Discuss and consider Resolution R2023-1113 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CITY OF HUTCHINS PERSONNEL MANUAL BY AMENDING CHAPTER 6, TITLED “CONDUCT”, BY AMENDING SECTION 6.02 TITLED “EMPLOYEE APPEAL PROCESS” BY ADDING THE CITY SECRETARY WILL BE HEARD BY THE CITY COUNCIL FOR AN APPEAL ON A DISCIPLINARY ACTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

   Presented by: Karen Steward, Director of Human Resources

Councilmember Odom made the motion seconded by Councilmember Didehbani to approve Resolution R2023-1113. All in favor, the motion carried 4-0.

6. **DISCUSS AND CONSIDER RESOLUTION R2023-1114 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CONTRACTUAL AGREEMENTS RELATED TO EMPLOYEE BENEFITS FOR FISCAL YEAR 2023-2024 AT AN ESTIMATED ANNUAL COST OF $806,667.48; AND PROVIDING FOR AN EFFECTIVE DATE.**

   Presented by: Karen Steward, Director of Human Resources

Councilmember Odom made the motion seconded by Councilmember Elmore to approve Resolution R2023-1114. All in favor, the motion carried 4-0.


   Presented by: Guy Brown, EDC Director
EDC Director Guy Brown presented the item and provided a summary of wait times at the railroad crossing and solutions to mitigate wait time at the railroad crossing.

Councilmember Didehbani asked how the construction would affect business owner property values and suggested a town hall meeting to discuss with the citizens before moving forward. The council discussed the need to move forward with the study to gather more information to provide the citizens at a town hall meeting.

Councilmember Didehbani exited the meeting at 8:52 p.m.

Councilmember Odom made the motion seconded by Councilmember Elmore to approve Resolution R2023-1115. All in favor, the motion carried 3-0.

8. **Discuss and consider Resolution R2023-1116 OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HUTCHINS AND SCHAUMBURG & POLK, INC. FOR WATERLINE REPLACEMENT IN THREE LOCATIONS.**

   **Presented by: Robert McWayne, Interim Director of Public Works**

   Councilmember Odom made the motion seconded by Councilmember Elmore to approve Resolution R2023-1115. All in favor, the motion carried 3-0.

9. **Discuss and consider Resolution R2023-1117 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING QUOTES RECEIVED IN ASSOCIATION WITH THE CITY’S COMMUNITY CENTER (SENIOR CENTER) IRRIGATION SYSTEM PROJECT; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE ABUNDANT WATER SPRINKLER COMPANY IN AN AMOUNT NOT TO EXCEED $16,280.00; AUTHORIZING THE EXPENDITURE OF SAID FUNDS FROM THE FY 2022-2023 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

   **Presented by: Robert McWayne, Interim Director of Public Works**

   Councilmember Elmore made the motion seconded by Councilmember Odom to approve Resolution R2023-1117. All in favor, the motion carried 3-0.

10. **Discuss and consider Resolution R2023-1118 OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MEMORANDUM OF UNDERSTANDING WITH PARTICIPATING LOCAL GOVERNMENTS AND DALLAS COUNTY TO PARTICIPATE IN URBAN COUNTIES’ TECHSHARE.JUVENILE PROGRAM.**

    **Presented by: Steve Perry, Police Chief**

   Councilmember Odom made the motion seconded by Councilmember Elmore to approve Resolution R2023-1118. All in favor, the motion carried 3-0.

11. **Discuss and consider Resolution R2023-1119 OF THE CITY COUNCIL OF**
THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING WITH PARTICIPATING LOCAL GOVERNMENTS AND DALLAS COUNTY TO PARTICIPATE IN DALLAS COUNTY JUVENILE CASE MANAGEMENT SYSTEM AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 2.

Presented by: Steve Perry, Police Chief

Councilmember Odom made the motion seconded by Councilmember Elmore to approve Resolution R2023-1119. All in favor, the motion carried 3-0.

12. Discuss and consider Ordinance 2023-1171 OF THE CITY OF HUTCHINS, TEXAS, AMENDING ORDINANCE 2022-1149 APPROVING THE FISCAL YEAR 2022-2023 OPERATING BUDGET BY AUTHORIZING BUDGET ADJUSTMENT #4; PROVIDING AMENDED APPROPRIATIONS FOR ALL OF THE FUNDS OF THE CITY.

Presented by: William Wooten, Finance Director

Councilmember Odom made the motion seconded by Councilmember Elmore to approve Ordinance 2023-1171. All in favor, the motion carried 3-0.

G. ITEMS OF COMMUNITY INTEREST

City Secretary Olguin announced the items of community interest.

H. ADJOURNMENT

Councilmember Elmore made the motion seconded by Councilmember Odom to adjourn the meeting at 9:05 p.m. All in favor, the motion carried 3-0.

PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON 3rd DAY OF JULY 2023.

APPROVED:

_________________________________
Mario Vasquez, Mayor

ATTEST:

_________________________________
Cynthia Olguin, City Secretary
MEETING DATE:    July 3, 2023
SUBMITTED BY:   Steve Perry, Police Chief
AGENDA ITEM:     D.1.
AGENDA CAPTION: Animal Shelter Update

Background Information
Current operations at Ferris Animal Shelter and discussions update with SPCA

Budget Implications
N/A

Operational Impact
Accessibility to shelter for animal intakes.

Legal Review
N/A

Staff Recommendation
Review current operations and plan for the construction of a new shelter or municipal partnership.

Supporting Documentation and Attachments
1. 2023 Hutchins Animal shelter discussion
In 2021 the city of Glenn Heights was planning to construct an animal shelter, on UHL Rd. at the Cities public works facility.

A preliminary draft interlocal agreement was drafted.

On February 15, 2021, we met with the Glenn Heights City manager over zoom to discuss the needs of both cities to construct an animal shelter.

Glenn Heights plans to move forward with renovating the exiting structure that previously housed the police department and public works.

Location of the existing building is located at 550 E. Bear Creek Rd. in the City of Glenn Heights. This location is approximately 14 miles from the City of Hutchins. The building is approximately 3500 sq ft.

Moving forward:

Solicit interest from other municipal governments sharing a common need for an animal shelter. (Hutchins and Wilmer)
Establish a budget.
Hire architectural firm for design or Design bid build.
Begin construction.
Completion date has not been determined.
Hutchins monetary participation is unknown until a budget is established and the needs of all participants are met. Monetary participation will be based of population.
Management of the shelter will be established by all participating entities:
Current version Interlocal agreement

Section 8.1 Rent and Use Payment. As discussed in section 8 above, a portion of each Hutchins Quarterly Payment shall be designated as a payment for rental or use of the Shelter Site. This quarterly payment shall be fixed at $[INSERT AMOUNT] per quarter and may be adjusted by agreement of the Parties to reflect any increase or decrease in average rental value of the real property (undeveloped) comprising the Shelter Site.

Section 9. Shelter Operating Expenses. In addition to the expenses specifically identified in paragraph ___, subsection ___ of this Agreement, Shelter Operating Expenses shall mean all taxes, expenses, costs and disbursements of every kind and nature which Glenn Heights shall pay or become obligated to pay and which are attributable to the ownership, operation and maintenance of the Shelter and its appurtenances, the related parking facilities, and the site upon which the Shelter is situated, including, without limitation, the following:

(a) Wages and salaries of all employees and /or agents of the Shelter engaged in the operation and maintenance of the Shelter, together with social security taxes, unemployment taxes or insurance, and any other taxes that may be levied on such wages and salaries, and the costs of any benefits approved for Glenn Heights employees.

(b) All supplies and materials used in the operation, maintenance and security of the Shelter.

(c) Cost of all water, natural gas, electricity and other utilities used to serve the Shelter and any equipment incident thereto.

(d) Costs of all maintenance or service contracts at the Shelter and any related equipment, including alarm service and window cleaning.

(e) Costs of landscaping and upkeep of ground area on which the Shelter and related parking facilities are situated and the private streets surrounding the Shelter and related parking facilities, including any service contracts for the maintenance thereof.

(f) Costs of all accounting and other services attributable to the operation, management and maintenance of the Shelter and related parking facilities, including indirect costs to the extent they can be accurately identified and quantified.

(g) Costs of repairs, replacements and general maintenance of the Shelter and related parking facilities.

(h) All taxes, assessments and governmental charges other than taxes on income, whether federal, state, county or municipal, and other taxes and assessments on the Shelter or operation thereof.

(i) Costs of capital improvement items, including the installation thereof, to the Shelter which are primarily for the benefit of reducing operating expenses or which are required by governmental order.
2021 HOUSEHOLD PETS

A recent survey found that 63.8 million households (49.6 percent) of the 128.5 million occupied housing units have at least one pet. The most common pet in the United States is a dog, with 49.0 million households owning at least one. Cats follow, with 26.2 million households owning at least one. Other popular pets include fish (4.9 million), birds (2.7 million), and small mammals (2.7 million). Reptiles are the least common pet, with only 2.5 million households owning at least one.

Adults aged 45 to 54 are more likely than other age groups to have pets. Among households with pets based on age group, 50% of those aged 45 to 54 have pets, compared to 45% under 25 and 54% aged 55-64.

Families with children are more likely to have pets. Among households with pets based on presence of children, 57% have pets with children under 18 years old, and 46% have pets with a child.

Phoenix and Riverside have the highest pet ownership rates among the top 15 largest metro areas. Phoenix, Arizona, ranked first with 55.0% of households having pets, followed by Riverside, California, with 54.1%.

Homeowners are more likely to have pets. Among households with pets based on tenure, 36% of homeowners have pets, compared to 30% of renters.

HUTCHINS/WILMER JOINT ANIMAL SHELTER

- Current project timelines for an animal shelter are three to four years away.
- Location for a future animal shelter 1420 N. Goode Rd.
- Current priorities for the City of Wilmer are:
  - Police department
  - Public Works facility
Interlocal agreement with the City of Ferris in October of 2022.

This interlocal agreement is the same basic agreement we had with the City of Lancaster.

Pros

- Less kennel space however there is more availability with the City of Ferris.
- Better relationships with animal rescues.
- More stray dogs off the streets in Hutchins.

Cons

- More time is being spent at the shelter operationally.
- Intake has been paused due to the high number of animal intakes from the City of Hutchins.
- Management/disposition.
- Ultimately less space.
- Poor monthly reporting.
Lancaster intakes from January through September (68 intakes)
Ferris October through December (52 intakes)
Total shelter Intakes for 2022 (120 intakes)
Total feline for 2022: (4)
Returned animals to owner in the field: (25) (Micro chipped, dog tags, known owner)
Wild animal captured and relocated: (2)
Dog bites cases/quarantine (6)
Deceased animals (47)
Notice of violations and cases filed in the municipal court (76 notices of violation) (27 citations)
Structural Inspection
Water and Electric
Heating
Cooling and ventilation
Lighting
Enclosure type
Care and Feeding program
Sanitation/Pest control management program.
Quarantine facility.
Storage adequate to protect against vermin
Waste disposal (food waste, animal waste, dead animal waste, liquid waste, and debris.
Washroom and Sink
Proper animal management (Segregation for animal health, and size).
Adequate record keeping and fiscal management.
CONSTRUCTION AND OPERATIONS OF AN ANIMAL SHELTER

FACILITY DESIGN
NEW CONSTRUCTION VS. RENOVATION

FACILITY CAPACITY
20 KENNELS
ESTIMATED 5000 TO 6000 SQ FT.
CONSTRUCTION COST:
RENOVATION TO AN EXISTING SPACE $ 175.00 TO $ 200.00 PER FT.
NEW CONSTRUCTION COST $400.00 TO $ 500.00 PER SQ. FT.

PERSONNEL
SHELTER MANAGER
KENNEL TECH
ANNUAL OPERATIONAL COST $ 150K TO 200 K ANNUALLY
RENOVATIONS TO AN EXISTING STRUCTURE VS. BUILDING NEW

○ 205 W. Hickman
  ○ Existing space for potential renovation for kennels approximately 500 sq ft.
  ○ Renovations to existing facility would have to be made.
  ○ Located in a residential district
  ○ Adequate space for exterior dog runs.

○ 321 N. Main
  ○ Existing space for potential renovations for kennels approximately 1800 sq. ft.
  ○ Renovations to existing facility
  ○ Limited space for exterior dog runs

○ Build new:
  ○ Design of the interior and exterior to meet the Cities needs for today and the future.
  ○ New building functions better, aesthetics of a new facility is more appealing to the public.
Update: Ferris Animal Shelter

Current animal intake year to date: (55)

Year to date deceased: (11)

Owner surrender: (2)

Transferred to rescue: (8)

Total returned in the field: (2)

Quarantine dogs: (5)

Notice of violations: (35)

Citations: (32)

Agency assist: (15)
April 5th
June 6th
June 20th

Correspondence from Ferris Shelter manager advising that the shelter was closed due to over population.

During the months of April, May, and June Ferris has limited the numbers of Hutchins intakes.
January 15
February 9
March 15
April 4
May 9
June 3

Current population: (2 kennels open)

Current plan to reduce number of animal in the shelter:
Hutchins ACO working with SPCA Dallas and local rescues to free up space.
Hutchins ACO transporting to local rescues and CVC for rabies vaccinations.

Ferris Shelter manager is currently assigned to night shift patrol
Ferris has a part time shelter attendant 2 to 4 hrs. per day.
Monday, May 22, 2023

Manager and Police Chief met with SPCA to discuss partnership opportunities.

Future management partnerships exist with SPCA.

Architectural design firm: Quorum Architectural Firm
Pearland
Baytown
Kaufman
Midland
Grapevine
Seguin
North Richland Hills
Carrolton
Tri Cities
MEETING DATE: July 3, 2023
SUBMITTED BY: Robert McWayne, Interim Director of Public Works
AGENDA ITEM: F.1.
AGENDA CAPTION: Discuss and consider Resolution R2023-1120 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HUTCHINS AND BIRKHOFF, HENDRICKS & CARTER, L.L.P. TO ASSIST THE CITY IN THE SANITARY SEWER UPGRADE FOR THE SOUTH HAVEN DEVELOPMENT SEGMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Background Information

In 2021 the City of Hutchins received $726,756 in funding from the American Rescue Plan Act (ARPA), and $629,000 of that total was to be used for sewer line replacements. City staff identified a section of sewer main that runs from Lancaster-Hutchins down W. Palestine to North Denton that needs to be upsized due to the addition of the Southaven community. Staff have acquired the services of Birkhoff, Hendricks and Carter (BHC) to engineer the replacement of the proposed wastewater main and design it to the proper size needed to handle the extra capacity.

Budget Implications

$629,000.00

Operational Impact

N/A

Legal Review

The City Attorney has reviewed the item to prepare the resolution.

Staff Recommendation

Staff recommends that the council approve the service agreement with BHC to design the replacement of the proposed sewer main utilizing the ARPA funds.

Supporting Documentation and Attachments
1. Information_PP_Slides
2. R2023-1120 Birkhoff, Hendricks Resolution Approving Agreement for Professional Svcs (Sanitary Sewer Upgrade S. Haven)-135
3. 1638_001
AMERICAN RESCUE PLAN ACT

- Allocates 2 installments of $726,756 in 2021 and 2022
- Funds are proposed to be expensed as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer line replacements</td>
<td>$629,000</td>
</tr>
<tr>
<td>Loss revenue from the water/sewer fund</td>
<td>$401,941</td>
</tr>
<tr>
<td>Loss revenue from municipal court</td>
<td>$115,776</td>
</tr>
<tr>
<td>Employee Premium Pay</td>
<td>$100,285</td>
</tr>
<tr>
<td>Sewer Metering Station</td>
<td>$100,000</td>
</tr>
<tr>
<td>Misc. general fund revenue</td>
<td>$42,910</td>
</tr>
<tr>
<td>Loss interest revenue</td>
<td>$10,729</td>
</tr>
</tbody>
</table>
The sewer line that will serve the Southaven Community is currently a 6” line along Palestine, Denton and through Campbell Park. It connects to the line along Main Street which is an 18” line. It needs to be upgraded to manage the additional flow coming from the new neighborhood.
CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2023-1120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HUTCHINS AND BIRKHOFF, HENDRICKS & CARTER, L.L.P. TO ASSIST THE CITY IN THE SANITARY SEWER UPGRADE FOR THE SOUTH HAVEN DEVELOPMENT SEGMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with the proposed Agreement for Professional Services (the “Agreement”) by and between the City of Hutchins and Birkhoff, Hendricks & Carter L.L.P. to assist the City in the Sanitary Sewer Upgrade for the South Haven Development Segment 1 South Denton – Palestine to Campbell Park and Segment 2 Campbell Park – South Denton to Main Street; and

WHEREAS, the City Council finds that it is in the public interest to approve the Agreement between the City of Hutchins and Birkhoff, Hendricks & Carter L.L.P.; and

WHEREAS, upon full review and consideration of the Agreement, 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 is authorized to negotiate and 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 is hereby authorized to negotiate and execute the Agreement, which is attached hereto as Exhibit “A,” on behalf of the City of Hutchins.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 3rd day of July 2023.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(06-23-2023: TM 135622)
EXHIBIT “A”
Agreement for Professional Services
STATE OF TEXAS §

COUNTY OF DALLAS §

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made by and between the City of Hutchins, Texas ("City") and Birkhoff, Hendricks & Carter, L.L.P., a Limited Liability Partnership ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist the City in Sanitary Sewer Upgrade for South Haven Development Segment 1 South Denton – Palestine to Campbell Park & Segment 2 Campbell Park – S. Denton to Main Street (the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of 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

Term

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II

Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects or engineers, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer, as the case may be. If the Professional is not
a licensed engineer or registered architect, the Professional shall perform the services: (i) with the skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

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

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

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

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

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

Article III
Schedule of Work

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

Article IV
Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the
rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and
the amount due and payable as of the current statement, in a form reasonably acceptable to the
City. Monthly statements shall include authorized non-salary expenses with supporting itemized
invoices and documentation. The City shall pay such monthly statements within thirty (30) days
after receipt and City verification of the services and expenses unless otherwise provided herein.

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

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

Article V
Devotion of Time; Personnel; and Equipment

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

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

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

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

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

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

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to
such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:                               With a copy to:
City of Hutchins, Texas                               Joseph J. Gorfida, Jr.
Attn:  James W. Quin                                   Nichols, Jackson, Dillard, Hager
City Administrator                                    & Smith, L.L.P.
321 North Main Street                                  500 North Akard
P. O Box 500                                          1800 Ross Tower
Hutchins, Texas 75141                                  Dallas, Texas 75201
Phone: (972) 225-6121                                  Phone: (214) 965-9900

If intended for Professional:

Birkhoff, Hendricks & Carter, L.L.P.
Attn:  John W. Birkhoff, P.E.
11910 Greenville Avenue, Suite 600
Dallas, Texas 75243
Phone: (214) 361-7900

6.10 Insurance.

(a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than $2,000,000.00 per occurrence for injury to persons (including death), and for property damage; policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $500,000.00 combined single limit and aggregate for bodily injury and property damage; statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all of Professional’s employees involved in the provision of services under this Agreement with policy limit of not less than $500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $2,000,000.00 per claim and $2,000,000.00 in the aggregate.

(b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of
subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.

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

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.11 Debarment and Suspension.

(a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform the City of Hutchins.

(c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform the City of Hutchins of any violations of this section by subcontractors to the Agreement.

(d) The certification in this section is a material representation of fact relied upon by the City in entering into this Agreement.

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

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

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

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

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

(a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

6.16 Lone Star Infrastructure Protection Act Verification. If under this Agreement, Professional is granted direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Professional verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature Regular Session), that neither Professional, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any
designated country; or (b) a company or other entity, including a governmental entity, that is
owned or controlled by citizens of or is directly controlled by the government of China, Iran, North
Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea,
Russia or a designated country. The term “designated country” means a country designated by the
Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business &
Commerce Code. The term “critical infrastructure” means a communication infrastructure system,
cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

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

(Signature Page to Follow)
EXECUTED this ______ day of ____________________, 202__.

City of Hutchins, Texas

By: ___________________________________
   James W. Quin, City Administrator

Approved as to form:

By: ___________________________________
   Joseph J. Gorfida, Jr., City Attorney
   (04-27-2023:TM 134788)

EXECUTED this ______ day of ____________________, 202__.

Birkhoff, Hendricks & Carter, L.L.P.

By: ___________________________________
   Name: John W. Birkhoff, P.E.
   Title: Partner
EXHIBIT "A"

SCOPE OF SERVICES

Sanitary Sewer Upgrade for South Haven Development
Segment 1 & 2

I. DESIGN PHASE

A. Confirm alignment for the sanitary sewer upgrade to be in same location. Once alignment is agreed upon, proceed with design surveys along the route. Generally the existing sewer line is in the roadway of S. Denton Drive before cutting cross country in Campbell Park to Miller’s Ferry Road. (Main Street)

B. Confirm line size based on drainage basin and land use.

C. Prepare Plan Profile Sheets of the Sewer Line at scale not less than 1” = 40’.

D. Plot existing City Utility Plans provided by City from Record Drawings.

E. Plot Utility Locations identified by Dig TESS.

F. Set horizontal and vertical alignment. Layout horizontal alignment with 15 foot band to encompass area where backhoe track will travel.

G. Revise Plans as information of utilities are identified.

H. Determine embedment detail and street reconstruction detail for construction within the roadway.

I. Prepare Cover Sheet, Location Map, Coordinate Sheet, General Notes and Sheet Index.

J. Prepare erosion control plan.

K. Formulate Opinion of Probable Construction Cost.

L. Preparation of Specifications and Contract Documents based on NCTCOG Standard Specifications.

M. Submit Preliminary Plans at 90% to the City for review.

N. Make revisions to Plan Set based on City comments.

O. Finalize Standard Details

P. Submit Final Plans to City to publicly advertise project.

II. BIDDING PHASE

A. Assist the City staff in advertising for bids. This will include establishing a Civcast account and uploading plans and specifications. City will have Notice published in local newspaper.

B. Prepare and issue addenda from questions posed by potential bidders.

C. Provide bidding documents to the City.

D. Assist during opening of bids and provide bidding tally sheets.

E. Provide bid tabulation to City and contractors who submitted bids.
F. Formulate opinion from information received from Contractor and provide the City a recommendation for award of a construction contract.

III. CONSTRUCTION PHASE
A. Process contract to have Contractor and City execute.
B. Attend a Pre-Construction Conference, including preparing an Agenda.
C. Furnish five (5) sets of 11” x 17” prints of the final plans and specifications to the City for construction use by the City and Contractor.
D. Review shop drawings and other submittal information, which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Shop drawing review will be completed electronically between all parties.
E. Provide written responses to requests for information or clarification to City or Contractor.
F. Prepare and process routine change orders for this project as they pertain to the original scope of work.
G. Make periodic site visits during construction as requested by the City. This includes coordination meetings between the City and Contractor to address problems.
H. Prepare monthly pay request from information received from the Contractor and make recommendation for payment to the City.
I. Accompany the City during their final inspection of the project.
J. Prepare Record Drawings. Utilizing on-site representative and Contractor construction record information, consultant will prepare one set of 11”x 17” reproducible record drawings on paper and one set of electronic image files in .TIFF or .PDF format.

IV. ADDITIONAL SERVICES
A. Design Surveys.
B. Printing of final plans and specifications for review sets and for construction distribution.
V. EXCLUSIONS

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

A. Environmental impact statements and assessments.

B. Fees for permits or advertising.

C. Certification that work is in accordance with plans and specifications.

D. Trench safety designs.

E. Quality control and testing services during construction.

F. Services in connection with condemnation hearings.

G. Phasing of Contractor’s work.

H. On-site safety precautions, programs, and responsibility.

I. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).

J. Title searches.

K. Fiduciary Responsibility to the City.

L. Metes and bounds description for right of way or easements.
EXHIBIT "B"

COMPLETION SCHEDULE

Sanitary Sewer Upgrade for South Haven Development Segment 1 & 2

Notice to Proceed from City ........................................... July 17, 2023

Start Design Survey .................................................... July 31, 2023

Submit Preliminary Plans to City .................................. September 22, 2023

City review completed ................................................. October 6, 2023

Submit Field Notes and Exhibits ................................... September 29, 2023

Complete Final Plans & Bidding Documents ........... November 17, 2023

Advertise Project for Bids ............................................ December 11 and December 18, 2023

Open Bids ................................................................. January 9, 2024

Award Construction Contract ....................................... January 15, 2024

Construction Phase ...................................................... February thru April 2024
EXHIBIT "C"

COMPENSATION
Sanitary Sewer Upgrade for South Haven Development

Payment for Part I - Design Phase, Part II - Bidding Phase, and Part III - Construction Phase, described under Design, Bidding and Construction Administration, shall be compensated on a lump sum amount of $61,800.00. For the Additional Services described in Part IV, we propose to be compensated on a salary cost basis times a multiplier of 2.40, with expenses at actual invoice cost times 1.15. The two-man survey crew will be billed at a crew rate of $185 per hour plus mileage. Automobile mileage for additional services will be invoiced at $62.5 per mile.

**BASIC SERVICES**

Design Phase ............................................................... $40,000.00
Bidding Phase .............................................................. $ 4,800.00
Construction Phase ....................................................... $ 6,500.00
Subtotal...........................................................................$51,300.00

**ADDITIONAL SERVICES**

Design Surveys ............................................................... $ 7,500.00
Exhibit "A" Metes and Bounds ........................................... $ 3,000.00
Subtotal...........................................................................$10,500.00

**TOTAL CONTRACT NOT TO EXCEED ................. $61,800.00**

Payments are to be made monthly based on percent complete as determined by Birkhoff, Hendricks & Carter, L.L.P. Invoices shall include a breakdown of costs by task (as identified above), a summary of billings to date of invoice for each task, and the balance remaining for each task (as well as the total contract remaining). City agrees to pay within 30 days upon receipt.
# Certificate of Liability Insurance

**Producer**

Risk Strategies  
12801 North Central Expwy. Suite 1725  
Dallas, TX 75243

**Contact Information**

- **Name:** Brian R Hadar  
- **Phone:** (214) 323-4602  
- **Fax:** (214) 503-8899  
- **Address:** RSCerquest@risk-strategies.com

**Insured**

Birkhoff, Hendricks & Carter, LLP  
11910 Greenville Avenue  
Suite 600  
Dallas TX 75243

**Certificate Number:** 74150665  
**Revision Number:**

**Coverages**

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**Workers Compensation and Employers' Liability**

- **Y/N:** N/A  
- **E.L. Each Accident:** $ |
- **E.L. Disease - E.A Employee:** $ |
- **E.L. Disease - Policy Limit:** $ |

**Description of Operations / Locations / Vehicles** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

Re: Sanitary Sewer Upgrade for South Haven Development.

**Certificate Holder**

City of Hutchins  
321 North Main Street  
Hutchins TX 75141

**Cancellation**

**Authorized Representative:** Brian Hadar

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**Certificate of Liability Insurance**

**Producer:** Greyling Ins. Brokerage/EPIC  
3780 Mansell Rd. Suite 370  
Alpharetta, GA 30022

**Insured:** Birkhoff, Hendricks & Carter L.L.P.  
11910 Greenville Ave STE 600  
Dallas, TX 75243

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**Date:** 05/01/2023

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**Coverages**

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**Description of Operations / Locations / Vehicles** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project: Sanitary Sewer Upgrade for South Haven Development.

City of Hutchins, its officers, and employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation where required by written contract. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law. Umbrella Follows Form with respect to General, Automobile & Employers Liability Policies. Should any of the above (See Attached Descriptions)

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**Certificate Holder:**

City of Hutchins  
321 North Main Street  
Hutchins, TX 75141

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**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative:

[Signature]

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described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.
MEETING DATE: July 3, 2023
SUBMITTED BY: Robert McWayne, Interim Director of Public Works
AGENDA ITEM: F.2.
AGENDA CAPTION: Discuss and consider Resolution R2023-1121 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE SUPPLEMENT TO THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN ONCOR ELECTRIC DELIVERY COMPANY LLC AND CITY OF HUTCHINS (THE “SUPPLEMENT”), AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE SUPPLEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Background Information

Earlier this year, a resident that lives on Crestridge Drive reached out to Public Works complaining that their section of Crestridge is too dark at night and needed a street light installed. The city investigated and found that the area in question is lacking proper lighting at night and requested Oncor to look into installing one.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends approving the agreement to have the streetlight installed at no cost to the city.

Supporting Documentation and Attachments

1. Crestridge Street Light
2. R2023-1121 ONCOR Supplement to Agreement for Street Lighting Service-135464
CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2023-1121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE SUPPLEMENT TO THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN ONCOR ELECTRIC DELIVERY COMPANY LLC AND CITY OF HUTCHINS (THE “SUPPLEMENT”), AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE SUPPLEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 9, 2002, the City of Hutchins and Oncor Electric Delivery Company LLC entered into an Agreement for Street Lighting Service (the “Agreement”); and

WHEREAS, on May 2, 2023, the City requested additional Street Lighting Service, as set forth in the Supplement; and

WHEREAS, the City Council finds that it is in the public interest to approve the Supplement to the Agreement; and

WHEREAS, upon full review and consideration of the Supplement, 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 is authorized to execute the Supplement 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 is hereby authorized to execute the Supplement to the Agreement, which is attached hereto as Exhibit “A,” on behalf of the City of Hutchins.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 3rd day of July 2023.

CITY OF HUTCHINS, TEXAS

______________________________
Mario Vasquez, Mayor

ATTEST:

______________________________
Cynthia Olguin, City Secretary
(06-12-2023:TM 135464)
EXHIBIT “A”
Supplement to the Agreement

EXHIBIT “A”

WO Number: 21761843

SUPPLEMENT TO
THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY LLC AND CITY OF HUTCHINS
DATED December 09, 2023

This Supplement (“Supplement”) to the Agreement for Street Lighting Service (“Agreement”), is made and entered into this 2nd day of July, 2023, by ONCOR Electric Delivery Company LLC and CITY OF HUTCHINS ("Customer") both hereinafter referred to as the “Parties.” In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:
   Request for Street Lighting Service dated May 02, 2023, attached hereto as Exhibit B.

2. This Supplement shall become effective upon execution by the Parties.

3. This Supplement is subject to the terms and conditions of the Agreement.

4. If Customer has arranged for its designated agent or representative ("Customer’s Agent") to pay to Company the contribution-in-aid of construction ("CIAC") referenced in the Agreement, then Customer’s Agent shall execute this Amendment for the sole purpose of establishing such agent’s agreement to pay such CIAC.

5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY LLC CITY OF HUTCHINS

By: ____________________________ By: ____________________________
Title: Designer Title: ____________________________
Date: 5/2/2023 Date: ____________________________

For CIAC purposes only pursuant to Section (4) above.

By: ____________________________
Title: ____________________________
Date: ____________________________
EXHIBIT “A”
Supplement to the Agreement

EXHIBIT “B”
REQUEST FOR STREET LIGHTING SERVICE

**Unmetered Facilities—Schedule A (Group 1 or 2), B (Group 1 or 2), C (Group 1 or 2), or D: R (Rectangular); P (Post-Top); H (Historical); CLOSED/REMOVE: ONLY 1 (Incandescent); W (Wallpack Mercury Vapor); Metered Facilities—Non-Company-Owned; or Metered Facilities—Company-Owned (closed to new installation)

1. Customer or Developer agrees to pay Company contributions-in-aid-of-construction in the amount of $________.

2. If Company is prevented from installing the requested facility by any event of force majeure as defined in Section 5.2.3 of Company’s Tariff for Retail Delivery Service, Company will refund to Customer or Developer in appropriate, without interest, the entire amount of Customer or Developer’s contribution-in-aid-of-construction payment, thereby terminating this supplement and Company’s obligation to provide facility requested herein.