CITY OF HUTCHINS
NOTICE OF CITY COUNCIL MEETING
Monday, August 7, 2023 - 5:15 PM
Hutchins City Hall - Council Chamber
321 N. Main St.
Hutchins, Texas  75141

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, August 7, 2023, with Work Session beginning at 5:15 p.m and Regular Session beginning 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.

WORK SESSION - 5:15 p.m.
A. Boards and Commission Application Review
   Presented by: Cynthia Olguin, City Secretary

B. Budget Workshop #2
   Presented by: Maria Joyner, Accountant

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. Consider approval of the June 2023 and July 2023 City Council Meeting Minutes.
      Presented by: Cynthia Olguin, City Secretary
D. PRESENTATIONS

1. Inland Port Presentation

2. Campbell Park Improvements and Splash Pad
   Presented by: Robert McWayne, Interim Director of Public Works

E. PUBLIC HEARINGS

F. REGULAR AGENDA

1. The State Law mandates that the Governing Body convene, engage in discussions, and conduct a recorded vote to put forth and deliberate on the ad valorem tax rate for Fiscal Year 2023-2024.
   Presented by: Maria Joyner, Accountant

2. Discuss and consider Resolution R2023-1126 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CITY OF HUTCHINS PERSONNEL MANUAL BY AMENDING CHAPTER 2, TITLED “EMPLOYMENT”, BY AMENDING SECTION 2.08 TITLED “SEPARATION OF EMPLOYMENT” BY AMENDING “SEPARATION LEAVE” NUMBER 2, TO ALLOW CITY EMPLOYEES WHO HAVE COMPLETED THEIR FIRST YEAR OF EMPLOYMENT TO BE PAID FOR UNUSED VACATION TIME EARNED UP TO 140 HOURS
   Presented by: Karen Steward, Director of Human Resources

3. Discuss and consider Resolution R2023-1127 OF THE CITY OF HUTCHINS, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC’S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY.
   Presented by: Katherine Lindsey, Assistant to the City Administrator

4. Discuss and consider Ordinance 2023-1175 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2, TITLED “ANIMAL CONTROL” BY CHANGING THE TITLE TO READ “ANIMAL SERVICES” AND BY AMENDING CHAPTER 2 THROUGHOUT BY CHANGING ALL REFERENCES TO “ANIMAL CONTROL” TO “ANIMAL SERVICES”; BY AMENDING CHAPTER 6 TITLED “HEALTH AND SANITATION” BY AMENDING ARTICLE 6.03 TITLED “TALL WEEDS, BRUSH AND UNSIGHTLY VEGETATION” BY AMENDING ARTICLE 6.03 BY CHANGING ALL REFERENCES TO “CODE ENFORCEMENT” TO “CODE COMPLIANCE” THROUGHOUT ARTICLE 6.03; AND BY AMENDING APPENDIX A “FEE SCHEDULE” BY AMENDING ARTICLE A2.00 TO CHANGE THE TITLE FROM “ANIMAL CONTROL” TO “ANIMAL SERVICES”;
   Presented by: Katherine Lindsey, Assistant to the City Administrator

5. Discuss and consider Ordinance 2023-1176 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12, TITLED “TRAFFIC AND VEHICLES”, BY AMENDING ARTICLE 12.04, TITLED “PARKING” TO PROVIDE REVISED PARKING REQUIREMENTS WITHIN THE CITY LIMITS; BY AMENDING ARTICLE 12.05 TITLED “COMMERCIAL AND OVERSIZED VEHICLES” BY AMENDING DIVISION 3 TITLED “WEIGHT LIMITS; TRUCK ROUTES” BY AMENDING SECTION 12.05.092 TITLED “DESIGNATED TRUCK ROUTES; DEFENSES” BY AMENDING SUBSECTION (b) TO PROVIDE REVISED TRUCK ROUTES; BY AMENDING SECTION 12.05.092 TITLED “DESIGNATED TRUCK ROUTES; DEFENSES” BY AMENDING SUBSECTION (c) BY AMENDING PARAGRAPH (6).
   Presented by: Steve Perry, Police Chief
6. Discuss and consider Resolution R2023-1128 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND ADOPTING THE AMENDED STANDARD CONSTRUCTION DETAILS DATED AUGUST 2023; AND PROVIDING FOR AN EFFECTIVE DATE.
   Presented by: Robert McWayne, Interim Director of Public Works

7. Discuss and consider Resolution R2023-1129 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ADOPTING AND ALLOCATING THE GRANT AMOUNT OF $40,000 AWARDED BY THE NATIONAL FITNESS CAMPAIGN (NFC) FOR AN OUTDOOR FITNESS COURT FOR THE CITY’S RESIDENTS AND VISITORS; AND PROVIDING FOR AN EFFECTIVE DATE.
   Presented by: Robert McWayne, Interim Director of Public Works

8. Discuss and consider Resolution R2023-1130 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 RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP, FOR THE DESIGN OF TWO (2) GATEWAY SIGNS; AND PROVIDING FOR AN EFFECTIVE DATE.
   Presented by: Robert McWayne, Interim Director of Public Works

   Presented by: Robert McWayne, Interim Director of Public Works

10. Consider Resolution R2023-1132 AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACTUAL AGREEMENT RELATED TO FINANCIAL SERVICES WITH WILLIAM WOOTEN; APPROPRIATING FUNDS FROM THE FISCAL YEAR 2022-2023 BUDGET; AND ESTABLISHING AN EFFECTIVE DATE.
    Presented by: Karen Steward, Director of Human Resources

11. City Hall Progress Update

G. ITEMS OF COMMUNITY INTEREST

1. Parks and Recreation Board meeting, August 8, 2023, at 6:30 p.m. at Hutchins City Hall - Council Chamber, 321 N. Main St., Hutchins, TX 75141.

2. Atwell Public Library Board meeting, August 15, 2023, at 6:30 p.m. at Hutchins City Hall - Council Chamber, 321 N. Main St., Hutchins, TX 75141.

3. Planning and Zoning Commission meeting, August 17, 2023, at 6:00 p.m. at Hutchins City Hall - Council Chamber, 321 N. Main St., Hutchins, TX 75141.

4. City Council Meeting, Monday, August 21, 2023, at 5:30 p.m. at the Hutchins City Hall - Council Chamber, 321 N. Main St., Hutchins, TX 75141.

H. ADJOURNMENT

CERTIFICATION
I certify that a copy of the August 7, 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 Friday, August 4, 2023, before 5:15 p.m.

Cynthia Olguin
City Secretary
Background Information
In accordance with the City of Hutchins' Boards and Commissions Policies and Procedures, on or about the first meeting in July, the city council will review and consider applications for appointments and reappointment.

Included in this packet are the following documents for your review and consideration:

1. 2023/2025 Boards and Commissions presentation.
2. Applications for all current members of boards and commissions who have expressed their desire to be considered for reappointment.
3. Applications from new candidates.

The Council will take action on August 21, 2023, to vote on appointments for the new 2023/2025 term. At that time, staff will also present recommendations to appoint an alternate member to a regular member of the Planning and Zoning Commission to fill a vacant seat for the remainder of the 2022/2024 term; and a recommendation to replace a seat on the Library Board due to consecutive absences, in accordance with the Hutchins Boards and Commission Policies and Procedures.

Budget Implications

Operational Impact

Legal Review

Staff Recommendation

No recommendations at this time. City Council will take formal action at the upcoming city council meeting on August 21, 2023.

Supporting Documentation and Attachments
1. 2023 Boards and Commission Appointments (1)
2. Atwell Library Board applications 2023_Redacted
3. 2022-2023 Atwell Library Board Attendance Roster - July 2023
4. EDC Board applications 2023_Redacted
5. 2022-23 Attendance Roster HEDC 7-2023
6. Parks Board applications 2023_Redacted
7. P&Z Commission applications 2023_Redacted
8. ZBA-Bld Standards Applications 2023_Redacted
9. 2022-23 Attendance Roster Template PZ 07-2023
### ATWELL PUBLIC LIBRARY BOARD

Board composed of 6 regular members
Quorum: 4 members present constitute a quorum

### 2023 Appointments: 3 regular member seats; 2-year terms 2023/2025

<table>
<thead>
<tr>
<th>Reappointments</th>
<th>New Applicants</th>
<th>Vacant Seats</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Brenda Campbell</td>
<td>• Sherry Edwards</td>
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<td>• Jessica Sanchez</td>
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HUTCHINS ECONOMIC DEVELOPMENT CORP.

Board composed of 7 regular members

Quorum: A majority of the board present, but not less than 4 members, shall be present for the conduct of the official business.  (Article II, Section 4 of the HEDC Bylaws)

2023 Appointments: 3 regular member seats; 2 year terms 2023/2025

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<thead>
<tr>
<th>Reappointments</th>
<th>New Applicants</th>
<th>Vacant Seats</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Raymond Elmore</td>
<td>• None</td>
<td>• None</td>
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<td>• Norma Harlin</td>
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<tr>
<td>• Demarcus Odom</td>
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</tbody>
</table>

None

None
### HISTORICAL SOCIETY BOARD

Membership: 5 regular members and 2 alternate members

Quorum: Not less than 3 members present

### New Appointments:
- 5 regular member seats and 2 alternate members
- Staggered terms: 2 shall serve one year terms 2023/2024
- 3 shall serve two years 2023/2025
- Staggered 2-year terms thereafter.

### Reappointments
- None

### New Applicants
- Bobby Simmon
- Steve Nichols
- Dana Nichols

### Vacant Seats
- 2 Regular member
- 2 Alternate

Appointments for this board are on hold until a full board for five can be appointed and be seated.
PARKS & RECREATION BOARD

Board composed of 5 regular members 2 alternates
Quorum: 3 members present constitute a quorum

2023 Appointments: 3 regular member seats; 2-year terms 2023/2025
1 alternate member seat; 2-year term 2023/2025

Reappointments
- Cecile Gardner, Pl1
- Brenda Campbell, Pl5
- Demarcus Odom, A1

New Applicants
- David Coleman

Vacant Seats
- 1 Regular member, Pl3
### Reappointments
- Tod Davis
- Marie Harris
- Joseph Matthews

### New Applicants
- None

### Vacant Seats
- 1 Alternate member seat; 2-year term 2023/2025
ZONING BOARD OF ADJUSTMENT & BUILDING AND STANDARDS COMMISSION

Board composed of 7 regular members and 2 alternates
Quorum: 4 members present constitute a quorum

2022 Appointment: 1 alternate member; 2-year term 2022/2024
1 alternate member; 2-year term 2022/2024

Reappointments
- Guy Crawford
- Lucille Hollis
- Simone Leffall

New Applicants
- Dana Landry

Vacant Seats
- 2 Alternates

Zoning Board of Adjustment Members shall automatically be appointed to Building and Standards Commission. Ordinance 2022-1141

Note: A Chairman shall be appointed by the city council in accordance with Sec. 3.05.006 (3), Ordinance 2012-0944.
ATWELL PUBLIC LIBRARY BOARD

2023/2025 Term

Candidate applications
CITY OF HUTCHINS
BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141
or email to colguin@cityofhutchins.org.

APPLICANTS MUST HAVE LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS AND BE A REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT MEET BOTH OF THOSE REQUIREMENTS.

Board or Commission you wish to serve: Check One (1):

- Atwell Public Library Board
- Building and Standards Commission
- Economic Development Corporation
- Historical Society Board
- Parks and Recreation Board
- Planning and Zoning Commission
- TIRZ – Tax Increment Financing Zone
- Zoning Board of Adjustment

Applicant Information:

- Last Name
- First Name
- Middle Initial
- Home Address
- Zip Code
- Home Phone Number
- Cell Phone Number
- Email Address

1. Resident of the City for ___ years. Are you a Qualified Registered Voter? □ YES □ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
   1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?
   □ YES □ NO If yes, please explain: ______________________

3. Please list any education, experience or special knowledge that qualifies you to serve: □ HS Grad □ 3 yrs office management □ 45 yrs medical field

4. List any civic or community activities in which you have been involved: □ Park & Recreation Board – Comprehensive Plan Advisory Committee

5. Have you or are you currently serving on another Board or Commission? □ YES □ NO If yes, please list and include approximate dates of service: □ Library board and □ Park and Rec Board
6. Are you an existing Board/Commission member desiring to remain on the same board? [ ] YES  [ ] NO
7. Have you attended a City Council meeting before? [ ] YES  [ ] NO
8. Have you attended a Board or Commission meeting for which you have applied? [X] YES  [ ] NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? [ ] YES  [ ] NO

PUBLIC INFORMATION NOTICE

Certain information submitted on the Boards and Commission Application is subject to the Texas Information Act and may be disclosed to anyone requesting this information. The act allows a board member of a governmental body to choose whether to allow public access to the information in the custody of the city that relates to the home address and phone numbers.

I, Brenda Campbell, applicant for Boards/Commissions for the City of Hutchins, elect to:

[ ] ALLOW public access to my home address and telephone number(s).

[ ] DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature

Date Submitted

OFFICE USE ONLY

Date Received: __________________ Application Verified by: __________________ Forwarded to council: __________________

Appointed by council: YES  NO  Date Appointed: __________________

Regular Member:  Alternate Member:  Full Term:  Unexpired Term:  Term Dates:  __________________

Oath of Office on file:  PIA Training – Date Completed:  OMA Training – Date Completed:  __________________
CITY OF HUTCHINS
BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141
or email to colguin@cityofhutchins.org.

APPLICANTS MUST HAVE LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS AND BE A
REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT
MEET BOTH THOSE REQUIREMENTS.

Board or Commission you wish to serve: Library Board

Applicant Information:

Sharr Edwards

(Ms. Mrs. Mr.) (Last Name) (First Name) (MI) 75141

Home Address

Home Phone Number

Cell Phone Number

Email Address

1. Resident of the City for 3 years. Are you a Qualified Registered Voter? YES NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies or services to
the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are
seeking appointment? YES NO

If yes, please explain: _________________________________________________________________

3. Please list any education, experience or special knowledge that qualifies you to serve:

B.S. Sociology

4. List any civic or community activities in which you have been involved:

5. Have you or are you currently serving on another Board or Commission? YES NO

If yes, please list and include approximate dates of service:

6. Are you an existing Board/Commission member desiring to remain on the same board? YES NO

7. Have you attended a City Council meeting before? YES NO

8. Have you attended a Board or Commission meeting for which you have applied? YES NO

9. Do you have knowledge regarding the Board/Commission you are applying to serve? YES NO
NOTE:
- All information on this application is public information pursuant to the Texas Public Information Act.
- All individuals appointed to serve on a board/commission will be required to complete one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature: [Signature] Date Submitted: 4/13/23

OFFICE USE ONLY
Date Received:  Application Verified by:  Forwarded to council:  
Appointed by council: YES [ ] NO [ ] Date Appointed:  
Regular Member: [ ] Alternate Member: [ ] Full Term: [ ] Unexpired Term: [ ] Term Dates:  
Oath of Office on file:  PIA Training – Date Completed:  OMA Training – Date Completed:  
CITY OF HUTCHINS
BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141 or email to colguin@cityofhutchins.org.

APPLICANTS MUST HAVE LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS AND BE A REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT MEET BOTH OF THOSE REQUIREMENTS.

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Board or Commission you wish to serve: Check One (1):

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<tr>
<th>✔ Atwell Public Library Board</th>
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<tr>
<td>Economic Development Corporation</td>
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<td>TIRZ – Tax Increment Financing Zone</td>
<td>Zoning Board of Adjustment</td>
</tr>
</tbody>
</table>

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Applicant Information:

Sanchez, Jessica R
(Ms./Mrs./Mr.) (Last Name) (First Name) (MI)

52 Carslight drive, Hutchins TX 75141
Home Address

Home Phone Number: 469-438-2199, Email Address: sanchez.jessicaraquel@gmail.com

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1. Resident of the City for 2 1/2 years.
   Are you a Qualified Registered Voter? ☐ YES ☑ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
   1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?
   ☐ YES ☑ NO
   If yes, please explain:

3. Please list any education, experience or special knowledge that qualifies you to serve:
   ☐ PTO Comm. President, Communication Skills, Problem-solving, Bilingual

4. List any civic or community activities in which you have been involved: ☐ PTO President
   Of Wilmer Hutchins Elementary School

5. Have you or are you currently serving on another Board or Commission? ☐ YES ☑ NO
   If yes, please list and include approximate dates of service.
6. Are you an existing Board/Commission member desiring to remain on the same board? ☑ YES ☐ NO
7. Have you attended a City Council meeting before? ☐ YES ☑ NO
8. Have you attended a Board or Commission meeting for which you have applied? ☑ YES ☐ NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? ☑ YES ☐ NO

PUBLIC INFORMATION NOTICE

Certain information submitted on the Boards and Commission Application is subject to the Texas Information Act and may be disclosed to anyone requesting this information. The act allows a board member of a governmental body to choose whether to allow public access to the information in the custody of the city that relates to the home address and phone numbers.

I, Jessica Sanchez, applicant for Boards/Commissions for the City of Hutchins, elect to:

☑ ALLOW public access to my home address and telephone number(s).

☐ DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature __________________________ Date Submitted 5-5-23

OFFICE USE ONLY

Date Received: ______________ Application Verified by: ______________ Forwarded to council: ______________

Appointed by council: YES ☐ NO ☐ Date Appointed: ______________

Regular Member: ☐ Alternate Member: ☐ Full Term: ☐ Unexpired Term: ☐ Term Dates: ______________

Oath of Office on file: ______________ PIA Training – Date Completed: ______________ OMA Training – Date Completed: ______________
CITY OF HUTCHINS

BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141
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APPLICANTS MUST HAVE LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS AND BE A REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT MEET BOTH THOSE REQUIREMENTS.

Board or Commission you wish to serve: Atwell Public Library Advisory Board

Applicant Information:

(Ms./Mrs./Mr.) (Last Name) Christian
(First Name) n/a

Home Address

Zip Code 75141

Home Phone Number

Cell Phone Number

Email Address

1. Resident of the City for [3] years. Are you a Qualified Registered Voter? [ ] YES [ ] NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
   1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?
   [ ] YES [ ] NO If yes, please explain:

3. Please list any education, experience or special knowledge that qualifies you to serve:

4. List any civic or community activities in which you have been involved:

5. Have you or are you currently serving on another Board or Commission? [ ] YES [ ] NO
   If yes, please list and include approximate dates of service:

6. Are you an existing Board/Commission member desiring to remain on the same board? [ ] YES [ ] NO

7. Have you attended a City Council meeting before? [ ] YES [ ] NO

8. Have you attended a Board or Commission meeting for which you have applied? [ ] YES [ ] NO

9. Do you have knowledge regarding the Board/Commission you are applying to serve? [ ] YES [ ] NO
NOTE:
- All information on this application is public information pursuant to the Texas Public Information Act.
- All individuals appointed to serve on a board/commission will be required to complete one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature

Date Submitted 07/20/2023

OFFICE USE ONLY

Date Received: Application Verified by: Forwarded to council:

Appointed by council: YES □ NO □ Date Appointed:

Regular Member: □ Alternate Member: □ Full Term: □ Unexpired Term: □ Term Dates:

Oath of Office on file: PIA Training – Date Completed: OMA Training – Date Completed:
Cristian Martinez

EDUCATION:
University of Texas at Arlington – Bachelor of Art
History | General Track (Expected Graduation August 2024)
Organizational Science Minor and Certification in Spanish for Global Competence

Dallas County Community College District – Cedar Valley
Teacher Certification Pathway – Substitute Teacher (Expected Graduation August 2024)

PROFESSIONAL EXPERIENCE:
ESS – Dallas Fort Worth Metroplex  
April 2023 – Present
Substitute Teacher
• Facilitate curriculum left by administration to maintain classrooms in absence of Teachers.
• Coordinator between students, P-12 counselors, and other faculty members across campus to ensure safety of students.
• Travel between campus of Richardson Independent School District and Dallas Independent School District when needed in absence of office staff.

University of Texas at Arlington – Office of Admissions (Recruitment)  
August 2020 – January 2022
Go Center Administrative Assistant
• Spread resources within an educational setting such as a high school campus to better prepare and plan for college.
• Coordinator between students, P-12 counselors, institutions of higher education
• Regulating information about college opportunities and encourage student to consider high education

Wesley-Rankin Community Center, Dallas, TX  
June 2021-July 2021
Educational Assistant
• Instructed a curriculum for 5th and 6th grade students to enhance educational capabilities
• Supervised and Mentored students thru virtual platforms for cognitive development.
• Guided one-on-one tutoring sessions to middle school students with learning disabilities.

COMMUNITY SERVICE:
Atwell Public Library – City of Hutchins  
July 2023 – Present
Librarian Assistant
• Facilitate external communication for the Library Board
• Develop recruitment programs for our memberships of the city reading program

Relationship Violence and Sexual Assault Prevention, The University of Texas at Arlington  
August 2021-May 2022
Peer Educator Service Member
• Conduct weekly informational tabling that are geared towards relationship violence, mental health awareness and sexual assault prevention on campus.
• Develop informational material that engages general campus and surrounding communities towards preventive relationship Violence.

AmeriCorps, Dallas, TX  
June 2021-July 2021
Educational Service Member
• Worked with 15 other members within a Dallas Community to combat educational inequality
• Conduct self-paced outreach programs that spread awareness for education within the Dallas Community.
Atwell Public Library Advisory Board
2022/2023 Attendance Roster
(July through July)

<table>
<thead>
<tr>
<th>BOARD MEMBER</th>
<th>JUL 19</th>
<th>AUG. 16</th>
<th>SEPT. 20</th>
<th>OCT. 18</th>
<th>NOV. 15</th>
<th>DEC. 2022</th>
<th>JAN. 17</th>
<th>FEB. 14</th>
<th>MAR. 21</th>
<th>APR. 25</th>
<th>MAY 23</th>
<th>JUNE 20</th>
<th>JULY 18</th>
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<td>Robertson, Angela</td>
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<td>✓</td>
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<td>Sanchez, Jessica</td>
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<td>✓</td>
<td>✓</td>
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<td>A</td>
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<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

Check Mark: Present
Absent: A
Meeting Cancelled
Meeting Cancelled due to Lack of Quorum
ECONOMIC DEVELOPMENT CORPORATION

2023/2025 Term

Candidate applications
CITY OF HUTCHINS

BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141
or email to colguin@cityofhutchins.org.

APPLICANTS MUST HAVE LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS AND BE A REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT MEET BOTH OF THOSE REQUIREMENTS.

Board or Commission you wish to serve: Check One (1):

- Atwell Public Library Board
- Building and Standards Commission
- Economic Development Corporation
- Historical Society Board
- Parks and Recreation Board
- Planning and Zoning Commission
- TIRZ – Tax Increment Financing Zone
- Zoning Board of Adjustment

Applicant Information:

Elmore Raymond A.
(Ms./Mrs./Mr. (Last Name) (First Name) (MI)

1523 Trout Rd. Hutchins, TX 75141
Home Address Zip Code
972-225-1839
Home Phone Number
Cell Phone Number
Email Address

1. Resident of the City for 56 years. Are you a Qualified Registered Voter? □ YES □ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following? 1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment? □ YES □ NO If yes, please explain: ______________________________________

3. Please list any education, experience or special knowledge that qualifies you to serve:
   I have served on City Council for more than 30 yrs. and have served as President of EDC for many years

4. List any civic or community activities in which you have been involved.
   National Night Out! Parades! Employee appreciation for City.

5. Have you or are you currently serving on another Board or Commission? □ YES □ NO
   If yes, please list and include approximate dates of service.
   City Council
6. Are you an existing Board/Commission member desiring to remain on the same board? [✓] YES □ NO
7. Have you attended a City Council meeting before? [✓] YES □ NO
8. Have you attended a Board or Commission meeting for which you have applied? [✓] YES □ NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? [✓] YES □ NO

PUBLIC INFORMATION NOTICE

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[✓] Raymond Elmore, applicant for Boards/Commissions for the City of Hutchins, elect to:

ALLOW public access to my home address and telephone number(s).

□ DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature: Raymond Elmore  Date Submitted: 4-18-2023

OFFICE USE ONLY

Date Received: __________________ Application Verified by: __________________ Forwarded to council: __________________

Appointed by council: YES ☐ NO ☐ Date Appointed: __________________

Regular Member: ☐ Alternate Member: ☐ Full Term: ☐ Unexpired Term: ☐ Term Dates: __________________

Oath of Office on file: ___________ PIA Training – Date Completed: ___________ OMA Training – Date Completed: ___________
CITY OF HUTCHINS

BOARDS AND COMMISSIONS APPLICATION

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<tbody>
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</tr>
<tr>
<td>Parks and Recreation Board</td>
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<tr>
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</tr>
<tr>
<td>Building and Standards Commission</td>
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<tr>
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<tr>
<td>Planning and Zoning Commission</td>
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<tr>
<td>Zoning Board of Adjustment</td>
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Applicant Information:

<table>
<thead>
<tr>
<th>HARLIN</th>
<th>NORMA</th>
<th>J.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Ms./Mrs./Mr.) (Last Name)</td>
<td>(First Name)</td>
<td>(MI)</td>
</tr>
<tr>
<td><strong>Hutchins TX 75141</strong></td>
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<td></td>
</tr>
</tbody>
</table>

Home Address Zip Code

Home Phone Number Cell Phone Number Email Address

1. Resident of the City for >30 years. Are you a Qualified Registered Voter? ☒ YES ☐ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following? 1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment? ☐ YES ☒ NO If yes, please explain: ________________________________

3. Please list any education, experience or special knowledge that qualifies you to serve: ________________________________________________________________________

4. List any civic or community activities in which you have been involved. ________________________________________________________________________

5. Have you or are you currently serving on another Board or Commission? ☐ YES ☒ NO If yes, please list and include approximate dates of service. ________________________________________________________________________
6. Are you an existing Board/Commission member desiring to remain on the same board? ☒ YES □ NO
7. Have you attended a City Council meeting before? ☒ YES □ NO
8. Have you attended a Board or Commission meeting for which you have applied? ☒ YES □ NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? ☒ YES □ NO

PUBLIC INFORMATION NOTICE

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I, NORMA J. HARLIN, applicant for Boards/Commissions for the City of Hutchins, elect to:

☐ ALLOW public access to my home address and telephone number(s).

☒ DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature __________________________ Date Submitted 05-25-2023

OFFICE USE ONLY

Date Received: ______________ Application Verified by: ______________ Forwarded to council: ______________

Appointed by council: YES □ NO □ Date Appointed: ______________

Regular Member: □ Alternate Member: □ Full Term: □ Unexpired Term: □ Term Dates: ______________

Oath of Office on file: ______________ PIA Training – Date Completed: ______________ OMA Training – Date Completed: ______________
CITY OF HUTCHINS
BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141 or email to colguin@cityofhutchins.org.

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Board or Commission you wish to serve: Check One (1):

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</thead>
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</tr>
<tr>
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<td>Zoning Board of Adjustment</td>
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</table>

Applicant Information:

<table>
<thead>
<tr>
<th>O'Brien</th>
<th>S. Mark</th>
</tr>
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<tbody>
<tr>
<td>(Ms./Mrs./Mr.)</td>
<td>(Last Name)</td>
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Home Address

<table>
<thead>
<tr>
<th>123 Main St.</th>
<th>Zip Code</th>
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Home Phone Number

Cell Phone Number

Email Address

1. Resident of the City for 20 years. Are you a Qualified Registered Voter? ☒ YES ☐ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
   1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment? ☐ YES ☒ NO If yes, please explain:

3. Please list any education, experience or special knowledge that qualifies you to serve:

   Parks Board Member City Councilman

4. List any civic or community activities in which you have been involved.

   Leash Hill Southwest Board Member

5. Have you or are you currently serving on another Board or Commission? ☒ YES ☐ NO
   If yes, please list and include approximate dates of service.

   Parks Recreation Board
6. Are you an existing Board/Commission member desiring to remain on the same board? □ YES □ NO
7. Have you attended a City Council meeting before? □ YES □ NO
8. Have you attended a Board or Commission meeting for which you have applied? □ YES □ NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? □ YES □ NO

PUBLIC INFORMATION NOTICE

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I, _______________________, applicant for Boards/Commissions for the City of Hutchins, elect to:

☐ ALLOW public access to my home address and telephone number(s).

☐ DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature __________________________ Date Submitted 7/3/23

OFFICE USE ONLY

Date Received: __________________ Application Verified by: __________________ Forwarded to council: __________________

Appointed by council: YES □ NO □ Date Appointed: __________________

Regular Member: □ Alternate Member: □ Full Term: □ Unexpired Term: □ Term Dates: __________________

Oath of Office on file: __________ PIA Training – Date Completed: __________ OMA Training – Date Completed: __________
## Economic Development Corporation
### 2022/2023 Attendance Roster
#### (July through July)

<table>
<thead>
<tr>
<th>BOARD MEMBER</th>
<th>AUG.</th>
<th>SEPT.</th>
<th>OCT.</th>
<th>NOV.</th>
<th>DEC.</th>
<th>JAN.</th>
<th>FEB.</th>
<th>MAR.</th>
<th>APR.</th>
<th>MAY</th>
<th>JUNE</th>
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<td>Mario Vasquez</td>
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Check Mark: Present
Absent: A
PARKS AND RECREATION BOARD

2023/2025 Term

Candidate applications
CITY OF HUTCHINS
BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141
or email to colguin@cityofhutchins.org.

APPLICANTS MUST HAVE LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS AND BE A REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT MEET BOTH OF THOSE REQUIREMENTS.

Board or Commission you wish to serve: Check One (1):

<table>
<thead>
<tr>
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</tr>
<tr>
<td>TIRZ - Tax Increment Financing Zone</td>
<td>Zoning Board of Adjustment</td>
</tr>
</tbody>
</table>

Applicant Information:

Campbell
(Ms./Mrs./Mr.) (Last Name)

Brenda
(First Name)

Z. (MI)

Hutchins
Home Address

75141
Zip Code

Home Phone Number

Email Address

1. Resident of the City for ___ years. Are you a Qualified Registered Voter? ✅ YES ☐ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
   1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?
   ☐ YES ☑ NO If yes, please explain:

3. Please list any education, experience or special knowledge that qualifies you to serve: H.S. Grad
   3 Yrs. Office Management 1-5 years Medical Field

4. List any civic or community activities in which you have been involved: Library Board
   Comprehensive Plan Advisory Committee

5. Have you or are you currently serving on another Board or Commission? ✅ YES ☐ NO
   If yes, please list and include approximate dates of service: Library Board 2002-2004 Recreation Board 2005-2007
6. Are you an existing Board/Commission member desiring to remain on the same board? ☑️YES ☐NO
7. Have you attended a City Council meeting before? ☑️YES ☐NO
8. Have you attended a Board or Commission meeting for which you have applied? ☑️YES ☐NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? ☑️YES ☐NO

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I, Brenda Campbell, applicant for Boards/Commissions for the City of Hutchins, elect to:

☐ ALLOW public access to my home address and telephone number(s).
☒ DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature: Brenda Campbell Date Submitted: 4/18/23

OFFICE USE ONLY

Date Received: ____________________ Application Verified by: ____________________ Forwarded to council: ____________________

Appointed by council: YES ☑️ NO ☐ Date Appointed: ____________________

Regular Member: ☐ Alternate Member: ☐ Full Term: ☐ Unexpired Term: ☐ Term Dates: ____________________

Oath of Office on file: _______________ PIA Training – Date Completed: _______________ OMA Training – Date Completed: _______________

Rev. 04-2023
CITY OF HUTCHINS
BOARDS AND COMMISSIONS APPLICATION

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Board or Commission you wish to serve: Check One (1):

- Atwell Public Library Board
- Building and Standards Commission
- Economic Development Corporation
- Historical Society Board
- Parks and Recreation Board
- Planning and Zoning Commission
- TIRZ – Tax Increment Financing Zone
- Zoning Board of Adjustment

Applicant Information:

Gardner, Cecile M.

(Ms./Mrs./Mr.) (Last Name) (First Name) (MI)

Home Address

Home Phone Number

Cell Phone Number

Email Address

Zip Code: 75141

1. Resident of the City for 43 years. Are you a Qualified Registered Voter? ☑ YES ☐ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
   1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?

   ☐ YES ☑ NO If yes, please explain:

3. Please list any education, experience or special knowledge that qualifies you to serve:

   ____________________________________________________________

4. List any civic or community activities in which you have been involved.

   Church, DISA

5. Have you or are you currently serving on another Board or Commission? ☑ YES ☐ NO

   If yes, please list and include approximate dates of service.

   Parks and Recreation Board, TIRZ.
6. Are you an existing Board/Commission member desiring to remain on the same board? [✓] YES  [ ] NO
7. Have you attended a City Council meeting before? [✓] YES  [ ] NO
8. Have you attended a Board or Commission meeting for which you have applied? [✓] YES  [ ] NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? [✓] YES  [ ] NO

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I, ________________________________, applicant for Boards/Commissions for the City of Hutchins, elect to:

[ ] ALLOW public access to my home address and telephone number(s).

[✓] DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature _______________________________ Date Submitted 5-1-2023

OFFICE USE ONLY

Date Received: __________________ Application Verified by: __________________ Forwarded to council: __________________

Appointed by council: YES  [ ] NO:  [ ] Date Appointed: __________________

Regular Member:  [ ] Alternate Member:  [ ] Full Term:  [ ] Unexpired Term:  [ ] Term Dates: __________________

Oath of Office on file: ___________ PIA Training – Date Completed: ___________ OMA Training – Date Completed: ___________
CITY OF HUTCHINS
BOARDs AND COMMISSIONS APPLICATION

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or email to colguin@cityofhutchins.org.

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Board or Commission you wish to serve: Check One (1):

| Atwell Public Library Board | Building and Standards Commission |
| Economic Development Corporation | Historical Society Board |
| Parks and Recreation Board | Planning and Zoning Commission |
| TIRZ - Tax Increment Financing Zone | Zoning Board of Adjustment |

Applicant Information:

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</tr>
</tbody>
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1. Resident of the City for 20 years. Are you a Qualified Registered Voter? ☐ YES ☐ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
   1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?
   ☐ YES ☐ NO If yes, please explain: ____________________________

3. Please list any education, experience or special knowledge that qualifies you to serve:

   EBC Board Member, City Council Member

4. List any civic or community activities in which you have been involved:

   Leadership Southwest Board Member

5. Have you or are you currently serving on another Board or Commission? ☐ YES ☐ NO
   If yes, please list and include approximate dates of service:

   EBC Board Member
6. Are you an existing Board/Commission member desiring to remain on the same board? □ YES □ NO
7. Have you attended a City Council meeting before? □ YES □ NO
8. Have you attended a Board or Commission meeting for which you have applied? □ YES □ NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? □ YES □ NO

PUBLIC INFORMATION NOTICE

Certain information submitted on the Boards and Commission Application is subject to the Texas Information Act and may be disclosed to anyone requesting this information. The act allows a board member of a governmental body to choose whether to allow public access to the information in the custody of the City that relates to the home address and phone numbers.

I, ______________________________, applicant for Boards/Commissions for the City of Hutchins, elect to:

☐ ALLOW public access to my home address and telephone number(s).

☑ DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature __________________________ Date Submitted 7/3/23

OFFICE USE ONLY

Date Received: __________________ Application Verified by: __________________ Forwarded to council: __________________

Appointed by council: YES □ NO □ Date Appointed: __________________

Regular Member: □ Alternate Member: □ Full Term: □ Unexpired Term: □ Term Dates: __________________

Oath of Office on file: ___________ PIA Training – Date Completed: ___________ OMA Training – Date Completed: ___________
CITY OF HUTCHINS
BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141
or email to colguin@cityofhutchins.org.

APPLICANTS MUST HAVE LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS AND BE A REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT MEET BOTH OF THOSE REQUIREMENTS.

Board or Commission you wish to serve: Check One (1):

- Atwell Public Library Board
- Economic Development Corporation
- Parks and Recreation Board
- TIRZ – Tax Increment Financing Zone
- Building and Standards Commission
- Historical Society Board
- Planning and Zoning Commission
- Zoning Board of Adjustment

Applicant Information:

David Coleman
Ms./Mrs./Mr. (Last Name) (First Name) (MI)

Willowgrove Dr.
Home Address Zip Code 75141

972-338-0634
Home Phone Number Cell Phone Number Email Address Stonedudle 1963@gmail

1. Resident of the City for 10 years. Are you a Qualified Registered Voter? □ YES □ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
   1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?
   □ YES □ NO If yes, please explain:

3. Please list any education, experience or special knowledge that qualifies you to serve:
   Many great ideas for the people of Hutchins such as
   Hoop It Up, carnivals, family day, wrestling, car shows
   Many other activities

4. List any civic or community activities in which you have been involved. Car Show

5. Have you or are you currently serving on another Board or Commission? □ YES □ NO
   If yes, please list and include approximate dates of service.
6. Are you an existing Board/Commission member desiring to remain on the same board? ☑YES □ NO
7. Have you attended a City Council meeting before? ☑YES □ NO
8. Have you attended a Board or Commission meeting for which you have applied? ☑YES □ NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? ☑YES □ NO

PUBLIC INFORMATION NOTICE

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David Coleman, applicant for Boards/Commissions for the City of Hutchins, elect to:

☑ ALLOW public access to my home address and telephone number(s).

☐ DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature David Coleman Date Submitted 7-19-2023

OFFICE USE ONLY

Date Received: Application Verified by: Forwarded to council: 
Appointed by council: YES □ NO □ Date Appointed: 
Regular Member: ☐ Alternate Member: ☐ Full Term: ☐ Unexpired Term: ☐ Term Dates: 
Oath of Office on file: PIA Training – Date Completed: ☐ OMA Training – Date Completed: ☐

Rev. 04-2023
PLANNING AND ZONING COMMISSION

2023/2025 Term

Candidate applications
CITY OF HUTCHINS

BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141
or email to colguin@cityofhutchins.org.

APPLICANTS MUST HAVE LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS AND BE A
REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT
MEET BOTH OF THOSE REQUIREMENTS.

Board or Commission you wish to serve: Check One (1):

- Atwell Public Library Board
- Economic Development Corporation
- Parks and Recreation Board
- TIRZ – Tax Increment Financing Zone
- Building and Standards Commission
- Historical Society Board
- Planning and Zoning Commission
- Zoning Board of Adjustment

Applicant Information:

DAVIS

(Ms./Mrs./Mr.) (Last Name)

TOID

(First Name)

A

(MI)

Hutchins 75141

Home Address

Home Phone Number

Cell Phone Number

Zip Code

Email Address

1. Resident of the City for ___57___ years. Are you a Qualified Registered Voter? □ YES □ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
   1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services
to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are
seeking appointment?
   □ YES □ NO If yes, please explain:

3. Please list any education, experience or special knowledge that qualifies you to serve: ____LIFE LONG
   RESIDENT, SERVE ON A & Z FOR MANY YEARS

4. List any civic or community activities in which you have been involved. ____HILED WITH
   CHRISTIAN'S PARADE IN THE PAST

5. Have you or are you currently serving on another Board or Commission? □ YES □ NO
   If yes, please list and include approximate dates of service. ___2
6. Are you an existing Board/Commission member desiring to remain on the same board? □ YES □ NO
7. Have you attended a City Council meeting before? □ YES □ NO
8. Have you attended a Board or Commission meeting for which you have applied? □ YES □ NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? □ YES □ NO

PUBLIC INFORMATION NOTICE

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I, **TOD DAVIS** ____________, applicant for Boards/Commissions for the City of Hutchins, elect to:

☐ ALLOW public access to my home address and telephone number(s).

☒ DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature __________________________ Date Submitted 4.20.23

OFFICE USE ONLY

Date Received: __________ Application Verified by: __________________________ Forwarded to council: __________________________

Appointed by council: YES □ NO □ Date Appointed: __________________________

Regular Member: □ Alternate Member: □ Full Term: □ Unexpired Term: □ Term Dates: __________________________

Oath of Office on file: __________ PIA Training – Date Completed: __________ OMA Training – Date Completed: __________
CITY OF HUTCHINS

BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141
or email to colguin@cityofhutchins.org.

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Board or Commission you wish to serve: Check One (1):

- Atwell Public Library Board
- Economic Development Corporation
- Parks and Recreation Board
- TIRZ – Tax Increment Financing Zone
- Building and Standards Commission
- Historical Society Board
- Planning and Zoning Commission
- Zoning Board of Adjustment

Applicant Information:

HARRIS Marie C

(Ms./Mrs./Mr.) (Last Name) (First Name) (MI)

Home Address

DR Hutchins 75141

Zip Code

Home Phone Number

Cell Phone Number

Email

1. Resident of the City for ___ years. Are you a Qualified Registered Voter? □ YES □ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
   1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?
      □ YES □ NO If yes, please explain:

3. Please list any education, experience or special knowledge that qualifies you to serve. Been involved with ___ in ___ for ___ years. Currently or previously involved in ___ for ___ years.

4. List any civic or community activities in which you have been involved.
   Alumni of CPA - on Commerience Committee

5. Have you or are you currently serving on another Board or Commission? □ YES □ NO
   If yes, please list and include approximate dates of service.
6. Are you an existing Board/Commission member desiring to remain on the same board? ☒ YES ☐ NO
7. Have you attended a City Council meeting before? ☐ YES ☒ NO
8. Have you attended a Board or Commission meeting for which you have applied? ☐ YES ☒ NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? ☐ YES ☒ NO

PUBLIC INFORMATION NOTICE

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I, Marie Harris, applicant for Boards/Commissions for the City of Hutchins, elect to:

☒ DO NOT ALLOW public access to my home address and telephone number(s).

☐ ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature Marie Harris Date Submitted 4-19-23

OFFICE USE ONLY

Date Received: Application Verified by: Forwarded to council:

Appointed by council: YES ☐ NO ☐ Date Appointed:

Regular Member: ☐ Alternate Member: ☐ Full Term: ☐ Unexpired Term: ☐ Term Dates:

Oath of Office on file: ☐ PIA Training – Date Completed: ☐ OMA Training – Date Completed:
CITY OF HUTCHINS
BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141
or email to colguin@cityofhutchins.org.

APPLICANTS MUST HAVE LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS AND BE A REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT MEET BOTH OF THOSE REQUIREMENTS.

Board or Commission you wish to serve: Check One (1):

<table>
<thead>
<tr>
<th>Atwell Public Library Board</th>
<th>Building and Standards Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economic Development Corporation</td>
<td>Historical Society Board</td>
</tr>
<tr>
<td>Parks and Recreation Board</td>
<td>Planning and Zoning Commission</td>
</tr>
<tr>
<td>TIRZ – Tax Increment Financing Zone</td>
<td>Zoning Board of Adjustment</td>
</tr>
</tbody>
</table>

Applicant Information:

Mr. Matthews  Joe B.
(Ms./Mrs./Mr.) (Last Name) (First Name) (MI)

Hutchins, TX 75141
Home Address Zip Code

Home Phone Number Cell Phone Number Email Address

1. Resident of the City for 27 years. Are you a Qualified Registered Voter? ☐ YES ☐ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following? 1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?

☐ YES ☐ NO If yes, please explain: ______________________________

3. Please list any education, experience or special knowledge that qualifies you to serve: Over 20 years service as Hutchins TIRZ member.

Certificate of completion of Texas Open Meetings Act 19 Aug 2019

4. List any civic or community activities in which you have been involved. __________________________________________________________

________________________________________________________

5. Have you or are you currently serving on another Board or Commission? ☐ YES ☐ NO

If yes, please list and include approximate dates of service. 2003 to present

________________________________________________________
6. Are you an existing Board/Commission member desiring to remain on the same board? ☒ YES ☐ NO
7. Have you attended a City Council meeting before? ☒ YES ☐ NO
8. Have you attended a Board or Commission meeting for which you have applied? ☐ YES ☒ NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? ☒ YES ☐ NO

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[Name], applicant for Boards/Commissions for the City of Hutchins, elect to:

☐ ALLOW public access to my home address and telephone number(s).
☒ DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature: ___________________________ Date Submitted: 4-20-2023

OFFICE USE ONLY

Date Received: ______________ Application Verified by: ____________________ Forwarded to council: ______________
Appointed by council: YES ☒ NO ☐ Date Appointed: ____________________
Regular Member: ☐ Alternate Member: ☐ Full Term: ☐ Unexpired Term: ☐ Term Dates: ____________________
Oath of Office on file: ______________ PIA Training – Date Completed: ______________ OMA Training – Date Completed: ______________

Rev: 04-2023
ZONING BOARD OF ADJUSTMENTS

AND

BUILDING AND STANDARDS COMMISSION

2023/2025 Term

Candidate applications
CITY OF HUTCHINS

BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141
or email to colguin@cityofhutchins.org.

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REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT
MEET BOTH OF THOSE REQUIREMENTS.

Board or Commission you wish to serve: Check One (1):

- Atwell Public Library Board
- Building and Standards Commission
- Economic Development Corporation
- Historical Society Board
- Parks and Recreation Board
- Planning and Zoning Commission
- TIRZ – Tax Increment Financing Zone
- Zoning Board of Adjustment

Applicant Information:

(Ms./Mrs./Mr.) (Last Name) (First Name) (MI)

107 Glenview Drive 75141
Home Address Zip Code

214-451-7201 guy_crawford@yahoo.com
Home Phone Number Cell Phone Number Email Address

1. Resident of the City for 45 years. Are you a Qualified Registered Voter? [ ] YES [ ] NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
   1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?
   [ ] YES [ ] NO If yes, please explain: ________________________________

3. Please list any education, experience or special knowledge that qualifies you to serve:
   Masters in Education, Bachelor in Management, High School Teacher/Counselor, for over 20 years.

4. List any civic or community activities in which you have been involved. Spearheaded JP Morgan Chase “Career in Motion” diversity event.

5. Have you or are you currently serving on another Board or Commission? [ ] YES [ ] NO
   If yes, please list and include approximate dates of service. Building & Standards Commission
6. Are you an existing Board/Commission member desiring to remain on the same board? ☑YES ☐NO
7. Have you attended a City Council meeting before? ☐YES ☑NO
8. Have you attended a Board or Commission meeting for which you have applied? ☑YES ☐NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? ☑YES ☐NO

PUBLIC INFORMATION NOTICE

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I, Guy Crawford, applicant for Boards/Commissions for the City of Hutchins, elect to:

☑ ALLOW public access to my home address and telephone number(s).

☐ DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature: Guy Crawford Date Submitted: 4/27/23

OFFICE USE ONLY

Date Received: Application Verified by: Forwarded to council:
Appointed by council: YES ☐ NO ☐ Date Appointed:
Regular Member: ☐ Alternate Member: ☐ Full Term: ☐ Unexpired Term: ☐ Term Dates:
Oath of Office on file: ☐ PIA Training – Date Completed: ☐ OMA Training – Date Completed: ☐

Rev. 04-2023
CITY OF HUTCHINS
BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141
or email to colguin@cityofhutchins.org.

APPLICANTS MUST HAVE LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS AND BE A REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT MEET BOTH OF THOSE REQUIREMENTS.

Board or Commission you wish to serve: Check One (1):

- Atwell Public Library Board
- Building and Standards Commission
- Economic Development Corporation
- Historical Society Board
- Parks and Recreation Board
- Planning and Zoning Commission
- TIRZ – Tax Increment Financing Zone
- Zoning Board of Adjustment

Applicant Information:

Nollis
(Last Name)

Lucille
(First Name)

(MI)

Home Address

Zip Code

Home Phone Number

Other Phone Number

Email Address

1. Resident of the City for 30 years. Are you a Qualified Registered Voter? ☑ YES ☐ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
   1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?
   ☑ YES ☐ NO If yes, please explain: ____________________________________________

3. Please list any education, experience or special knowledge that qualifies you to serve: ________________________________

4. List any civic or community activities in which you have been involved. ________________________________

5. Have you or are you currently serving on another Board or Commission? ☑ YES ☐ NO
   If yes, please list and include approximate dates of service. ________________________________
6. Are you an existing Board/Commission member desiring to remain on the same board? ☑YES ☐NO
7. Have you attended a City Council meeting before? ☑YES ☐NO
8. Have you attended a Board or Commission meeting for which you have applied? ☑YES ☐NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? ☑YES ☐NO

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[Signature] applicant for Boards/Commissions for the City of Hutchins, elect to:

☐ ALLOW public access to my home address and telephone number(s).

☒ DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature: [Signature] Date Submitted: 4/27/23

OFFICE USE ONLY

Date Received: ______________ Application Verified by: __________________ Forwarded to council: __________________

Appointed by council: YES ☐ NO ☐ Date Appointed: __________________

Regular Member: ☐ Alternate Member: ☐ Full Term: ☐ Unexpired Term: ☐ Term Dates: __________________

Oath of Office on file: ______________ PIA Training – Date Completed: ______________ OMA Training – Date Completed: ______________

Rev. 04-2023
CITY OF HUTCHINS
BOARDS AND COMMISSIONS APPLICATION

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Board or Commission you wish to serve: Check One (1):

| Atwell Public Library Board       | X Building and Standards Commission |
| Economic Development Corporation | Historical Society Board            |
| Parks and Recreation Board       | Planning and Zoning Commission      |
| TIRZ – Tax Increment Financing Zone | Zoning Board of Adjustment |

Applicant Information:

[Signature]

(Ms./Mrs./Mr.) (Last Name)  (First Name)  (MI)

Home Address

[Redacted]

Zip Code

Home Phone Number  Cell Phone Number  Email Address

1. Resident of the City for [ ] years. Are you a Qualified Registered Voter? ☑ YES ☐ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
   1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?
   ☐ YES ☑ NO If yes, please explain: 

3. Please list any education, experience or special knowledge that qualifies you to serve:

4. List any civic or community activities in which you have been involved:

5. Have you or are you currently serving on another Board or Commission? ☐ YES ☑ NO
   If yes, please list and include approximate dates of service:


6. Are you an existing Board/Commission member desiring to remain on the same board? ☐ YES ☐ NO
7. Have you attended a City Council meeting before? ☐ YES ☐ NO
8. Have you attended a Board or Commission meeting for which you have applied? ☐ YES ☐ NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve? ☐ YES ☐ NO

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[Signature] applicant for Boards/Commissions for the City of Hutchins, elect to:

☐ ALLOW public access to my home address and telephone number(s).

☑ DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature: [Signature] Date Submitted: April 20, 2023

OFFICE USE ONLY

Date Received: __________________ Application Verified by: __________________ Forwarded to council: __________________

Appointed by council: YES ☐ NO ☐ Date Appointed: __________________

Regular Member: ☐ Alternate Member: ☐ Full Term: ☐ Unexpired Term: ☐ Term Dates: __________________

Oath of Office on file: __________ PIA Training – Date Completed: __________ OMA Training – Date Completed: __________

Rev. 04-2023
CITY OF HUTCHINS
BOARDS AND COMMISSIONS APPLICATION

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION
Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141
or email to colguin@cityofhutchins.org.

Board or Commission you wish to serve: Zoning Board of Adjustments

An application is required for each Board or Commission

Applicant Information:
Ms. Dana E. Landry

(Ms./Mrs./Mr.) (Last Name) (First Name) (MI)
20 Oaklawn St. /Post Office Box 153 75141

Home Address 214 677 8607 Theanointedvessel@gmail.com

Home Phone Number Cell Phone Number Email Address

1. Resident of the City for 8 years. Are you a Qualified Registered Voter? ☑ YES ☐ NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
   1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies or services to
   the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are
   seeking appointment? ☐ YES ☑ NO If yes, please explain: __________________________________________

3. Please list any education, experience or special knowledge that qualifies you to serve: some College,
   Administration, computer, powerpoint, publisher, Microsoft word

4. List any civic or community activities in which you have been involved: Parks and Recreation Board

5. Have you or are you currently serving on another Board or Commission? ☑ YES ☐ NO
   If yes, please list and include approximate dates of service. _______________________________________________________________________________

6. Are you an existing Board/Commission member desiring to remain on the same board? ☐ YES ☑ NO

7. Have you attended a City Council meeting before? ☑ YES ☐ NO

8. Have you attended a Board or Commission meeting for which you have applied? ☐ YES ☑ NO

9. Do you have knowledge regarding the Board/Commission you are applying to serve? ☑ YES ☐ NO
As an applicant for the City of Hutchins Board or Commissions, your name, address and phone number may be considered public information. Section 552.04 of the Government Code provides for the exclusion of certain information from press and public. All other information will remain confidential.

I have read and understand the instructions and appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Dana E. Landry

Signature ___________________________ Date Submitted __5/22/2023__________

---

OFFICE USE ONLY

Date Received: __________________  Application Verified by:________________________ Forwarded to council:____________________

Appointed by council: YES ☐ NO ☐ Date Appointed: __________________

Regular Member: ☐ Alternate Member: ☐ Full Term: ☐ Unexpired Term: ☐ Term Dates: __________________

Oath of Office on file: ____________ PIA Training – Date Completed: ____________ OMA Training – Date Completed: ____________

Rev. 03-2019
# Planning & Zoning Commission
## 2022/2023 Attendance Roster
(July through July)

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<th>BOARD MEMBER</th>
<th>JULY</th>
<th>AUG.</th>
<th>SEPT.</th>
<th>OCT.</th>
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<th>DEC.</th>
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Check Mark: Present  
Absent: A
Background Information

The second budget work discussion with the city council holds immense importance in shaping the budget for the upcoming fiscal year. This phase primarily concentrates on certified taxable values, determining the appropriate tax rate to support the budgetary priorities for 2023-2024, and evaluating changes from the previous year's budget. A meticulous examination ensures that the budget remains in line with the objectives established at the departmental level during the preceding year.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

No action required, information only.

Supporting Documentation and Attachments
CITY COUNCIL AGENDA STAFF REPORT

MEETING DATE: August 7, 2023
SUBMITTED BY: Cynthia Olguin, City Secretary
AGENDA ITEM: C.1.
AGENDA CAPTION: Consider approval of the June 2023 and July 2023 City Council Meeting Minutes.

Background Information
Consider approval of the June and July Meeting Minutes:

- June 5, 2023, Regular City Council Meeting
- June 20, 2023, Regular City Council Meeting
- July 3, 2023, Regular City Council Meeting
- July 17, 2023, Regular City Council Meeting

Budget Implications

Operational Impact

Legal Review

Staff Recommendation

na

Supporting Documentation and Attachments

1. 06-05-2023 Regular City Council Meeting Minutes
2. 06-20-2023 Regular City Council Meeting Minutes
3. 07-03-2023 Regular City Council Meeting Minutes
4. 07-17-2023 Regular City Council Meeting Minutes
MINUTES

CITY OF HUTCHINS
NOTICE OF CITY COUNCIL MEETING
Monday, June 5, 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 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
Presented by: William Wooten, Finance Director

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 7TH DAY OF AUGUST 2023.

APPROVED:

_________________________________
Mario Vasquez, Mayor

ATTEST:

_________________________________
Cynthia Olguin, City Secretary
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.

Chris 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 3-1

   Voting in Favor: Councilmember Odom, Councilmember Elmore and Mayor Pro Tem Nichols

   Voting Against: Councilmember Didehbani.

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

Felix 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.

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 about how the construction would affect property values to residents and business owners' property values once the engineering study was initiated 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 7th DAY OF AUGUST 2023.

APPROVED:

_________________________________
Mario Vasquez, Mayor

ATTEST:

_________________________________
Cynthia Olguin, City Secretary
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. Councilmember Didehbani was absent.
2. Invocation: The invocation was presented by Councilmember Campbell.
3. Pledge of Allegiance: Councilmember Didehbani led the Pledge of Allegiance

B. CITIZEN COMMENTS

Margaret Davis, 312 N. Denton, spoke regarding speeding cars on Kanady St. with kids hanging out the windows and recording. Spoke in favor of an increased budget for police and fire and the need for more officers.

C. CONSENT AGENDA

1. June Meeting Minutes

The minutes were presented with corrections proposed by Councilmember Didehbani. Councilmember Elmore made the motion seconded by Mayor Pro Tem Nichols to table the item until the recording could be verified. All in favor, the motion carried 4-0.

D. PRESENTATIONS

1. Animal Shelter Update
   Presented by: Steve Perry, Police Chief

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

Mayor Pro Tem Nichols made the motion seconded by Councilmember Elmore to approve Resolution R2023-1120. All in favor, the motion was carried unanimously 4-0.

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

Councilmember Campbell made the motion seconded by Mayor Pro Tem Nichols to approve Resolution R2023-1121. All in favor, the motion was carried unanimously 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 7TH DAY OF AUGUST 2023.

APPROVED:

_________________________________
Mario Vasquez, Mayor

ATTEST:

______________________________
Cynthia Olguin, City Secretary
A meeting of the Hutchins City Council was held on Monday, July 17, 2023, at 5:00 p.m. at Hutchins City Hall – Council Chamber, 321 N. Main St., Hutchins, Texas, at which time the following items were discussed and considered:

**WORK SESSION - 5:00 p.m.**

Mayor Pro Tem Nichols opened the Work Session at 5:05 p.m. with the following members present: Mayor Pro Tem Nichols, Councilmember Odom, Councilmember Campbell, Councilmember Elmore, and Councilmember Didehbani. Mayor Vaquez arrived at 5:07 pm.

A. **Animal Shelter Update - Seagoville-SPCA**  
   **Presented by: Steve Perry, Police Chief**

   Victoria Cowper, SPCA of Texas, provided an update on the animal services provided by the SPCA in Dallas and Ellis counties, the best practices followed by the SPCA, and the problem with the continuing increase in the animal population in all counties.

   Ms. Cowper discussed a proposed project, like the Tri-City Shelters, between the City of Hutchins and neighboring municipalities and the SPCA. The SPCA and the city would negotiate a contract to include the city’s financial responsibility including providing a facility, expenses, maintenance and upkeep, utilities, the maximum cost to the city per animal, and staffing. Shelter staff would be employees of the SPCA. Other items of discussion included euthanasia protocols including SPCA’s protocols prohibiting euthanasia for the sake of time or space, SPCA’s adoption program, terms of the contract, SPCA logos displayed on the building, and the name of an architectural firm experienced in building smaller shelters. Ms. Cowper stated Ellis County pays a flat rate of $7,900 per month.

   The council directed staff to prepare a cost study comparison for city costs versus a joint partnership and city-managed shelter costs including the price of land compared to SPCA-managed costs.

B. **Budget Work Session#1**  
   **Presented by: William Wooten, Finance Director**

   Finance Director William Wooten presented the FY2023-2024 proposed budget, budget timeline, key dates, and required notices and postings. Mr. Wooten provided a summary of the estimated tax rate, estimated ad valorem revenues, capital improvement projects updates,
and proposed projects and capital budget priorities.

Mr. Jim Sabonis, Hilltop Securities, provided an update on the city’s financial status, bond rating, existing debt and projected debt funding, and debt capacity.

The council discussed priorities for capital projects including street projects, GIS project, an overview of the rebranding project. City Administrator Quin suggested the council review the report provided and bring the item back for discussion.

REGULAR SESSION

A. CALL TO ORDER: Mayor Vasquez called the meeting to order at 6:33 p.m.

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

2. Invocation: The invocation was presented by Pastor Richardson.

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

B. CITIZEN COMMENTS

Tod Davis, 312 N. Denton, thanked council members and the police chief and commented about a council member who spoke to his wife.

David Coleman, 111 Willow Grove, spoke against Code Enforcement Officer, smart meters, and an unnecessary bridge at the railroad crossing.

C. CONSENT AGENDA

D. PRESENTATIONS

E. PUBLIC HEARINGS

1. Conduct a public hearing to discuss a request by Jim Luttrell (representing the property owners Diann Slaton and Patricia Luttrell with DP Resources LLC) for a zone change from Highway Commercial (HC) to Heavy Industrial (HI) in the U Wuthrick Abstract 1518 pg 030 Tract 1, a 184.14 tract of land commonly addressed as 1001 S IH 20.

   Presented by: Tim Rawlings, Building Official

   Building Official Tim Rawlings presented the item and informed the council that all SUP’s in the area have been closed. The council was informed of their options to approve the request as submitted; approve only concrete or approve only asphalt. The council discussed their concerns with previous issues with mud in the tracks.

   Jim Luttrell representing the owners addressed the concerns, right of way access, and road maintenance.

   Mayor Vaquez opened the public hearing at 6:47 p.m. Councilmember Didehbani asked about the number of acres, designated wells, and flood plain.

   Mayor Vasquez closed the public hearing at 6:51 p.m.

2. Conduct a public hearing to discuss a request by Jim Luttrell (representing the property owners Diann Slaton and Patricia Luttrell with DP Resources for a
SUP request for a “Concrete or Asphalt Batching Plant (Permanent)” in the Heavy Industrial District (HC) in the U Wuthrick Abstract 1518 pg 030 Tract 1, 184.14 tract of land commonly addressed as 1001 S IH 20

Presented by: Tim Rawlings, Building Official

Building Official Tim Rawlings presented the item.

Mayor Vasquez opened the public hearing at 6:54 p.m.

Sanda Moody, 110 Odell, spoke regarding concerns with pollution and asphalt odor.

Jim Luttrell, representing owners, spoke in favor of the project emphasizing the project would generate revenue by contributing to ad valorem and sales tax. He also explained the required protection screens, operation oversight by Texas Commission on Environmental Quality, and current operation requires state audit and review.

Mayor Vasquez closed the public hearing at 7:01 p.m.

3. Conduct a public hearing to discuss a request by John Richardson with Zion Chapel Church/Zion Kidz Academy for a Specific Use Permit (SUP) for a "Child Care Center/Day Care Center" in the Single Family Residential 8,500 (SF-8.5) District, Lot 6B Block 6, 0.5062 tract of land commonly addressed as 122 Franklin St.

Presented by: Tim Rawlings, Building Official

Building Official Tim Rawlings presented the item including an additional site plan for a proposed addition to the site and requirements for a fire protection sprinkler system.

John Richardson, the applicant, presented a summary of the use of the building to be used as a church with daycare. The childcare facility will be a state-operated program and the number of children served will be set by the State. Mr. Richardson shared his findings regarding capacity and the requirements for a fire sprinkler system, the State’s requirements, and the proposed plans for the expansion of the facility. Mr. Richardson would like to begin operating as a church offering summer programs and a feeding site and come back with the request for a childcare facility.

Mayor Vasquez opened the public hearing at 7:17 p.m.

Margaret Davis, 112 N. Denton, spoke in favor of the request but voiced her concerns regarding traffic on Franklins St. onto Lancaster-Hutches Road.

Mayor Vasquez closed the public hearing at 7:20 p.m.

F. REGULAR AGENDA

1. Discuss and consider Ordinance 2023-1172 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 HIGHWAY COMMERCIAL (HC) TO HEAVY INDUSTRIAL (HI) ON ±184.14 ACRE TRACT OF LAND SITUATED IN THE U. WUTHRICK SURVEY, ABSTRACT NO. 1518, LOCATED NORTH OF I-45 ADDRESSED AS 1001 S. IH20 CITY OF HUTCHINS, DALLAS COUNTY, TEXAS.

Presented by: Tim Rawlings, Building Official
Mayor Pro Tem Nichols made the motion seconded by Councilmember Didehbani to approve Ordinance 2023-1172. All in favor, the motion carried unanimously 5-0.

2. Discuss and consider Ordinance 2023-1173 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING BY GRANTING A SPECIFIC USE PERMIT ("SUP") TO ALLOW A CONCRETE BATCHING PLANT (PERMANENT) ON LAND ZONED HEAVY INDUSTRIAL ("HI"), CONSISTING OF ±184.14 ACRES OF LAND, SITUATED IN THE U. WUTHRICK SURVEY, ABSTRACT NO. 1518, LOCATED AT 1001 S. IH20, CITY OF HUTCHINS, DALLAS COUNTY, TEXAS
   Presented by: Tim Rawlings, Building Official

City Attorney Courtney Morris advised the council that the City's Zoning District Ordinance states that a Specific Use Permit is a zoning change, and you cannot put a time limit on it because it is tied to the land. If and when there is a change in ownership, the council can review the zoning and remove the specific use permit. Council can include conditions, but not time limits.

Mayor Pro Tem Nichols made the motion seconded by Councilmember Elmore to approve Ordinance 2023-1173. All in favor, the motion carried unanimously 5-0.

3. Discuss and consider Ordinance 2023-1174 THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING BY GRANTING A SPECIFIC USE PERMIT ("SUP") TO ALLOW A CHILD CARE CENTER/DAYCARE FACILITY ON LAND ZONED SINGLE FAMILY RESIDENTIAL 8.5 ("SF-8.5") CONSISTING OF ±0.51 ACRES OF LAND, LOCATED IN SUBDIVISION 8, DIVISION NO. 6, OF HUTCHINS ACREAGE ADDITION, AN UNRECORDED SUBDIVISION SITUATED IN THE J. WAMPLER SURVEY, ABSTRACT NO. 1538, DALLAS COUNTY, TEXAS, COMMONLY ADDRESSSED AS 122 FRANKLIN ST.
   Presented by: Tim Rawlings, Building Official

Councilmember Didehbani made the motion seconded by Mayor Pro Tem Nichols to approve Ordinance 2023-1174. All in favor, the motion carried unanimously 5-0.

4. Discuss and consider Resolution R2023-1122 OF THE CITY OF HUTCHINS, TEXAS, PROVIDING FOR THE APPOINTMENT OF THE JUDGE OF THE MUNICIPAL COURT OF THE CITY OF HUTCHINS FOR A TWO-YEAR TERM; AND PROVIDING FOR AN EFFECTIVE DATE.
   Presented by: Cynthia Olguin, City Secretary

Councilmember Odom made the motion seconded by Mayor Pro Tem Nichols to approve Resolution R2023-1122. All in favor, the motion carried unanimously 5-0.

5. Discuss and consider Resolution R2023-1123 OF THE CITY OF HUTCHINS, TEXAS, PROVIDING FOR THE APPOINTMENT OF THE ASSOCIATE JUDGE OF THE MUNICIPAL COURT OF THE CITY OF HUTCHINS FOR A TWO-YEAR TERM; AND PROVIDING FOR AN EFFECTIVE DATE.
   Presented by: Cynthia Olguin, City Secretary

Mayor Pro Tem Nichols made the motion seconded by Councilmember Campbell to
approve Resolution R2023-1123. All in favor, the motion carried unanimously 5-0.

6. Presentation regarding the work and happenings of the Hutchins Municipal Court of Record.
   Presented by: Cass Calloway

   Municipal Court Judge Cass Callaway provided a summary of the activity and accomplishments of the municipal court in the past year and answered questions.

8. Discuss and consider Resolution R2023-1124 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE MAYOR TO ADVISE THE DALLAS DISTRICT OF THE TEXAS DEPARTMENT OF TRANSPORTATION OF THE CITY’S DECISION TO EITHER PURCHASE OR WAIVE ITS PRIORITY RIGHT TO PURCHASE THE STATE-OWNED PROPERTY LOCATED AT IH 45 AND EAST PALESTINE STREET, HUTCHINS, DALLAS COUNTY, TEXAS, CONSISTING OF ±0.1262 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.
   Presented by: Robert McWayne, Interim Director of Public Works

   Mayor Vasquez asked for a change in the order of presentation of items.

   Interim Director of Public Works Robert McWayne presented the item and presented a street view of the location.

   Mayor Pro Tem Nichols made the motions seconded by Councilmember Elmore to decline and waive the right to purchase state-owned property. All in favor, the motion carried unanimously 5-0.

7. Discuss and consider Timberhill Impact Fee Challenge.
   Presented by: Robert McWayne, Interim Director of Public Works

   Interim Director of Public Works Robert McWayne presented the item. Timber Hill development previously paid roadway impact fees totaling $1,334,189.78 based on the City of Hutchins’s current ordinance utilizing total acreage to calculate the fee. The property owner represented by Kimley-Horn is appealing the fee and feels that they should only be charged for usable acreage, not total acreage, and feels that they should be refunded approximately $506,282.

   Councilmember Elmore requested Mayor Vasquez move into Executive Session.

G. EXECUTIVE SESSION

   Mayor Vasquez convened the council into Executive Session at 7:58 p.m. in accordance with Section 551.071 of the Texas Government Code, to seek legal advice from the city attorney on any agenda item; and in accordance with Texas Government Code, Section 551.074: Personnel matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Municipal Court Judge and Associate Municipal Court Judge; and in accordance with Texas Government Code Section 551.072 Deliberation regarding Real Property: Discuss property located at 400 N. JJ Lemmon Rd.

H. RECONVENE INTO REGULAR SESSION

   1. Take any action as a result of the Executive Session.
The council reconvened into Regular Session at 8:37 p.m.

Agenda Item F.7. Discuss and consider Timberhill Impact Fee Challenge.

Representatives with Kimley-Horn presented their request and the challenges with jurisdictional wetlands that would need to be submitted to the Army Corp of Engineers that could be denied or may not be feasible for the development. The representatives did confirm that they were aware of the impact fees at the time of permitting, but they were under the impression that the fees were based on usable space. They were informed by city staff that a certificate of occupancy would not be issued until the impact fees were paid. The fees were paid knowing there would be a future discussion and a request would be made for a refund of the fees.

Mayor Pro Tem Nichols made the motion seconded by Councilmember Elmore to decline Timberhill Impact Fee Challenge, Resolution R2023-1123. All in favor, the motion carried unanimously 5-0.

Agenda Item G.1. Municipal Court Judge and Associate Municipal Court Judge

Mayor Pro Tem Nichols made the motion seconded by Councilmember Didehbani to set the Municipal Court Judge’s salary at $2500 a month for magistrate duties and $300 per court proceeding, and $175 hourly rate for the Associate Judge. All in favor, the motion carried 5-0.

Agenda Item G.2. Discuss the property located at 400 N. JJ Lemmon Rd.

No action taken.

I. ITEMS OF COMMUNITY INTEREST

City Secretary Olguin announced the items of community interest.

J. ADJOURNMENT

Councilmember Elmore made the motion seconded by Councilmember Campbell to adjourn the meeting at 8:58 p.m. All in favor, the motion carried 5-0.

PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON 7TH DAY OF AUGUST 2023.

APPROVED:

______________________________
Mario Vasquez, Mayor

ATTEST:

______________________________
Cynthia Olguin, City Secretary
Background Information

At the council retreat on May 18th 2023 City Council instructed staff to look into multiple options and the costs associated with those options for improving Campbell Park.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

N/A

Supporting Documentation and Attachments

1. Cambell Park
2. Cortez RCV
3. 102iST60012_SellSheet
4. Sell_Sheet_100012
5. Park amenities
6. Pavilion Cost
7. 3 In 1 Pavilion
8. 2023-014-00 Hutchins Campbell Park
9. MicrosoftTeams-image (1)
10. MicrosoftTeams-image (3)
11. MicrosoftTeams-image (2)
12. raindeck-so-29587(Product Only)
13. SO29587_Installation
14. INSTALLATION ESTIMATE FOR DESIGN 29508
15. raindeck-so-29509
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**Subtotal:** $135,000.00

**Discount:**

**Subtotal Less Discount:** $135,000.00

**Total:** $135,000.00

Thank you for your Business
CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206
2. ORDERING PROCEDURES: Fax 509-928-8270
3. PAYMENT ADDRESS(ES):
   Remitting by check:
   CXT, Inc., PO Box 676208, Dallas, TX 75267-6208
   Remitting by ACH or wire transfer:
   Beneficiary: CXT, Inc.  
   Beneficiary Bank: PNC Bank, Pittsburgh, PA  
   Account: 1077766885  ABA/Routing: 043000096
   Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT’s obligation hereunder is for credit, repair or replacement only, F.O.B. CXT’s manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

   This warranty shall not apply to:
   1. Any goods which have been repaired or altered without CXT’s express written consent, in such a way as to adversely affect the stability or reliability thereof;
   2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or
   3. To any goods which have not been installed to manufacturer’s specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the “Conditions of Sale” listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at http://www.cxtinc.com.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT’s discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retardation be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT’s costs, expenses and attorneys’ fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

   - F.O.B. 6701 E. Flamigo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
   - F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
   - F.O.B. 362 Waverly Road, Williamsport, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

   - Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

Rev. 05/11/2022
CORTEZ — 10’ 3” X 17’

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.

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*Includes 4-gallon water heater.

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<td>$ 1,200.00</td>
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</tbody>
</table>

Total for Added Cost Options: $ 11,500.00

Custom Options: Installation Surcharges (7,450)

Engineering and State Fees: $ 4,000.00

Estimated One-Way Transportation Costs to Site (quote): $ 5,850.00

Estimated Tax: $ 0.00

Total Cost per Unit Placed at Job Site: $ 94,518.00

Estimated monthly payment on 5 year lease $1,899.81

Disclaimer: Please call to confirm selected sections are compatible.

This price quote is good for 60 days from date below, and is accurate and complete.

I accept this quote. Please process this order.

Robert C. Veals, Jr.

CXT Sales Representative

Digitally signed by Robert C. Veals, Jr.
Date: 2023.07.05 13:25:03 -07'00'

Company Name

Company Representative

Date
### Exterior Color(s)
(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

- Amber Rose
- Berry Mauve
- Buckskin
- Cappuccino Cream
- Charcoal Grey
- Coca Milk
- Evergreen
- Georgia Brick
- Golden Beige
- Granite Rock
- Hunter Green
- Java Brown
- Liberty Tan
- Malibu Taupe
- Mocha Caramel
- Natural Honey
- Nuss Brown
- Oatmeal Buff
- Pueblo Gold
- Raven Black
- Rich Earth
- Rosewood
- Sage Green
- Salsa Red
- Sand Beige
- Sun Bronze
- Toasted Almond
- Western Wheat

Special roof color: #

Special wall color: #

Special trim color: #

### Rock Color
- Basalt
- Mountain Blend
- Natural Grey
- Romana

### Roof Texture
- Cedar Shake
- Ribbed Metal

### Wall Texture(s)
(For single color mark an X. For top and bottom textures use T = Top and B = Bottom.)

- Barnwood
- Horizontal Lap
- Split Face Block
- Board & Batt
- Napa Valley Rock
- River Rock
- Stucco/Skip Trowel
- Brick
- Flagstone

- Can only be used as bottom texture
(Textures not included in CXT’s quote are additional cost.)

### Door Opener
- Non-locking ADA Handle
- Privacy ADA Latch
- Pull Handle/Push Plate

### Deadbolt
- ✓

### Accessible Signage
- Men
- Women
- Unisex

### Toilet Paper Holder
- 2-Roll Stainless Steel
- 3-Roll Stainless Steel

### Notes:

cxtinc.com
800.696.5766
MODERN COMMERCIAL GRADE SOLAR POST LIGHT with motion sensor and timer

- Commercial Grade - Maintenance-free solar light
- Smart Switch - Automatic Dusk to Dawn operation
- 6000K (Bright White)
- High/Low switch controls brightness and duration
- Corrosion resistant powder-coated cast aluminum
- Powered by efficient 20W Mono-crystalline solar panel
- 24 SMD LEDs
- (2) Rechargeable Li-ion batteries: LIFEP04-12.8V/6AH
- The Modern solar light duration will last 96 hours on the LOW setting and 48 hours on the HIGH setting once all batteries have been fully charged in direct sunlight
- Constant (ON) Mode with Dusk to Dawn (Up to 14 hours duration)
- Motion Sensing (PIR) Mode (up to 150 cycles per night)

<table>
<thead>
<tr>
<th>Part #</th>
<th>Dimensions (in)</th>
<th>UPC</th>
<th>LED Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>102IST60012</td>
<td>19.5W x 19.5D x 28H</td>
<td>859641008261</td>
<td>Bright White (6000K)</td>
</tr>
</tbody>
</table>
CENTENNIAL COMMERCIAL GRADE SOLAR POST LIGHT
WARM WHITE (2700K) OR BRIGHT WHITE (6000K)

- Commercial Grade - Maintenance-free solar light
- Smart Switch - Automatic Dusk to Dawn operation
- 2700K (Warm White) or 6000K (Bright White) option available
- High/Low switch controls brightness and duration
- Corrosion resistant powder-coated cast aluminum
- Powered by efficient 18W Mono-crystalline solar panel
- 64 SMD LEDs
- (2) Rechargeable Li-ion batteries: LIFEP04-12.8V/6AH

The Centennial solar light duration will last 96 hours in the LOW setting and 48 hours in the HIGH setting once all batteries have been fully charged

* Pole Not Included

<table>
<thead>
<tr>
<th>Part #</th>
<th>Dimensions (in)</th>
<th>UPC</th>
<th>LED color</th>
</tr>
</thead>
<tbody>
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<td>Bright White (6000K)</td>
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<tr>
<td>100012-5</td>
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<td>859641007288</td>
<td>Warm White (2700K)</td>
</tr>
<tr>
<td>Pkg. Qty.</td>
<td>Pkg. Size (in)</td>
<td>Pkg. Wgt (lbs)</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>19L x 19W x 21.65H</td>
<td>30</td>
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</table>

Patent #7172307
Parks Improvements/ Recreation – VALLEY VIEW

EXISTING
- Play Structure
- Park Benches & Picnic Tables
- Concrete Pathways
- Parking Lot (Un-improved)

POSSIBLE CIP IMPROVEMENTS
- Resurface Basketball Court - $9,000
- 12’ x 12’ Mini Shelter & Picnic Tables – $9,500 EA
- Canopy Picnic Table – 6,700 EA
- Additional Bench - $1,500 EA
- Additional Grill - $1,600

- Add Mini Exercise Equipment Around Walking Trail - $3,000-4,800 EA
- Add Lighting Around Walking Trail - $20,000 to $50,000
- Re-constructed Parking lot & Restripe - $75,000
**Estimated cost for a 52’x52’ pavilion**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site work</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Concrete foundation 2704 x $18</td>
<td>$48,672.00</td>
</tr>
<tr>
<td>Structure 2704 X $60 per sf</td>
<td>$162,240.00</td>
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<tr>
<td>Electrical</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$221,912.00</td>
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<tr>
<td>Contingency</td>
<td>$27,739.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$249,651.00</strong></td>
</tr>
</tbody>
</table>
Approximate costs (70’ x 80’)

- Structure $35/sf. $196k.
- Foundation and slab, plain concrete 5600sf = $84k.
- Lighting approximately $35k.
- Striping and equipment, basketball and pickleball, $20k.

Total estimated cost = $425,000
PROPOSED PAVILION 70X80

HUTCHINS CAMPBELL PARK
07/24/23

PROJECT PHASE:
SCHEMATIC DESIGN

SITE OPTION - 03

HUTCHINS CAMPBELL PARK
07/24/23

PROJECT PHASE:
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SITE OPTION - 03

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SITE OPTION - 03

HUTCHINS CAMPBELL PARK
07/24/23

PROJECT PHASE:
SCHEMATIC DESIGN

SITE OPTION - 03

HUTCHINS CAMPBELL PARK
07/24/23

PROJECT PHASE:
SCHEMATIC DESIG
ESTIMATE #29587
1500-2000 SQFT

RECIPIENT:
ROBERT MCWAYNE
CITY OF HUTCHINS
321 NORTH MAIN STREET
HUTCHINS, TX 75141
RMCWAYNE@CITYOFHUTCHINS.ORG

RESPONDENT:
LUKE BLAIS
OFFICE: (888) 445-7246 EXT. 721
LUKE@RAINDECK.COM
Rain Deck, LLC  
20835 S. Ellsworth Rd  
Queen Creek, AZ 85142  
888-445-7246  
www.raindeck.com

INVOICE: #29587  
DATE: 07/17/2023

BILLING ADDRESS  
Robert McWayne  
City of Hutchins  
321 North Main Street  
Hutchins, TX 75141

SHIPPING ADDRESS  
Robert McWayne  
City of Hutchins  
321 North Main Street  
Hutchins, TX 75141

SALES REP  
Luke Blais  
luke@raindeck.com

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>COST</th>
<th>QTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAl FEATURES / STAINLESS STEEL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RDS347-0 Rain Deck SS Rain Blaster (RDS347-0) w/ SS Footing Base (RDS399-0)</td>
<td>$6,242.00</td>
<td>× 2</td>
<td>$12,484.00</td>
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<tr>
<td>RDS342-0 Rain Deck SS Water Loop 6' Set - 3 (RDS342-0)</td>
<td>$11,367.00</td>
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<td>RDS317-0 Rain Deck SS Dumping Bucket 4 (RDS317-0) w/ SS Footing Base (RDS399-0)</td>
<td>$10,634.00</td>
<td>× 1</td>
<td>$10,634.00</td>
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<td>RDS327-0 Rain Deck SS Fire Hydrant (RDS327-0) w/ SS Footing Base (RDS399-0)</td>
<td>$5,537.00</td>
<td>× 1</td>
<td>$5,537.00</td>
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<tr>
<td>RDS356-0 Rain Deck SS Jelly Stick (RDS356-0) w/ SS Footing</td>
<td>$3,528.00</td>
<td>× 1</td>
<td>$3,528.00</td>
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<tr>
<td>Description</td>
<td>Price</td>
<td>Quantity</td>
<td>Total</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
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<tr>
<td><strong>Base (RDS399-0)</strong></td>
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<tr>
<td><strong>RDS303-0</strong> Rain Deck SS 60&quot; Water Mushroom (RDS303-0) w/ SS Footing Base (RDS399-0)</td>
<td>$6,642.00</td>
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<td>$6,642.00</td>
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<tr>
<td><strong>RDS304-0</strong> Rain Deck SS Mini Mushroom (30&quot; Dia) (RDS304-0) w/ SS Footing Base (RDS399-0)</td>
<td>$4,778.00</td>
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<td>$9,556.00</td>
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<tr>
<td><strong>FIBERGLASS FEATURES</strong></td>
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<tr>
<td><strong>RDG300-0</strong> Rain Deck Turtle (Fiberglass) (RDG300-0)</td>
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<td><strong>GROUND SPRAYS</strong></td>
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<tr>
<td><strong>RD102-0</strong> Rain Deck 3&quot; Universal Housing (RD102-0)</td>
<td>$45.00</td>
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<tr>
<td><strong>RD103-0</strong> Rain Deck 3&quot; Adjustable Nozzle (RD103-0)</td>
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<td><strong>RD104-0</strong> Rain Deck 3&quot; Shower Nozzle (RD104-0)</td>
<td>$43.00</td>
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<td><strong>RD105-0</strong> Rain Deck 3&quot; Bubbler Nozzle (RD105-0)</td>
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<td><strong>RD115-0</strong> Rain Deck 3&quot; Tulip Nozzle (RD115-0)</td>
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<td><strong>RD116-0</strong> Rain Deck 3&quot; Spider Nozzle (RD116-0)</td>
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<td><strong>RD120-0</strong> Rain Deck 3&quot; Wave Nozzle (RD120-0)</td>
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<td>$86.00</td>
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<tr>
<td><strong>FOOTING BASES / SPRAY PLATES</strong></td>
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<td><strong>RDS399-0</strong> RD SS Footing Base w/ Cap and Hardware (RDS399-0)</td>
<td>$604.00</td>
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<td>$604.00</td>
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## FOOTING BASE: FOR TURTLE

### Pre Cut and Tied Rebar Cages for std Footing Detail (X2)

<table>
<thead>
<tr>
<th>Product Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
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<td>Rain Deck SS Sof-Touch™ Activator w/ SS Footing Base - Post Mounted (RDS550-0)</td>
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<td>Rain Deck Sof-Touch™ Electronic Timer Box (RD550-1)</td>
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<td>Rain Deck 8 Zone Multi-Program Electronic Controller (RD500-0)</td>
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<td>RD502-0</td>
<td>RD 8+1 Solenoid Manifold (3/4&quot; VALVE) (RD502-0)</td>
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<tr>
<td>RD508-5</td>
<td>RD 5 Zone Manifold - 3&quot; Header (1.5&quot; BALL VALVE) (RD508-5)</td>
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<td>$774.00</td>
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<tr>
<td>RD428-0</td>
<td>16&quot; x 16&quot; Box Drain - 4&quot; or 6&quot; PVC Connection (RD428-0)</td>
<td>3</td>
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<td>$528.00</td>
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**ORDER SUBTOTAL:** $77,932.00

- **DISCOUNT (8%):** -$6,234.56
GPM's: MIN 140 / TYP 249.9

Fresh Water / Pass-Through System: The water flow on the splash pad will be limited to the size, volume and pressure of the water supplied by the client. It is the responsibility of the client to verify actual PSI and GPM's available.

1500-2000 Sqft Commercial Splash Pad

Min 3in Potable Water Line

BuyBoard Contract 679-22
SS RAIN BLASTER
RDS347-0

SPECIFICATIONS:
- MATERIAL: STAINLESS STEEL
- SURFACE FINISH: POWDER COAT OR POLISHED SURFACE
- WATER PRESSURE: MIN. 5 PSI
- WATER CONSUMPTION: 5-15 GPM
- WET AREA: ±6' - 8' DIRECTIONAL

FINISHED GRADE
SEE DETAIL RAIN DECK STAINLESS STEEL FOOTING BASE RDS399-0

360° FULL SPRAY ZONE
±15 SPRAY AREA

SCALE
N.T.S.

SS RAIN BLASTER
RDS347-0

FRONT VIEW

SCALE
1/2"=1'-0"

RAIN DECK
SS RAIN BLASTER
RDS347-0
MAY 2017
RS RV

SEAL
DATE
DRAWN BY
REVIEWED BY
DESCRIPTION
MFR# DATE

Ph. 888.445.RAIN Fax. 866.869.3942 info@raindeck.com

12345

PAGE 106 OF 240
RDS342-0
SS WATER LOOP SET

SPECIFICATIONS:
- MATERIAL: STAINLESS STEEL
- SURFACE FINISH: POWDER COAT
- WATER PRESSURE: MIN. 10 PSI
- WATER CONSUMPTION: 20-25 GPM

SCALE
1/2"=1'-0"

FINISHED GRADE

SS WATER LOOP SET
RDS342-0

SEE RAIN DECK FOOTING DETAIL RDS398-0

9' x 8' OVERALL WET ZONE

FRONT VIEW

SCALE
N.T.S.
SPECIFICATIONS:
- MATERIAL: STAINLESS STEEL
- SURFACE FINISH: POWDER COAT
- WATER PRESSURE: 3-5 PSI
- WATER CONSUMPTION: 20-40 GPM

RDS317-0 - SS DUMPING BUCKET 4

1/8" DRAIN HOLE AT BASE OF BUCKET, TYP.
4" STEEL PIPE

4' x 3' WET AREA EITHER DIRECTION EACH ARM

TOP VIEW

SS DUMPING BUCKET 4
RDS317-0

SEE DETAIL RAIN DECK STAINLESS STEEL FOOTING BASE RDS399-0

FINISHED GRADE

10'-4"

8'-4"

1/2"=1'-0"

SCALE
N.T.S.
SPECIFICATIONS:

- MATERIAL: STAINLESS STEEL
- SURFACE FINISH: POWDER PAINT
- WATER PRESSURE: 15 PSI
- WATER CONSUMPTION: 25 GPM

FINISHED GRADE

SS FIRE HYDRANT
RDS327-0

SEE DETAIL RAIN DECK
STAINLESS STEEL
FOOTING BASE RDS399-0

14' x 9' OVERALL WET ZONE
SPECIFICATIONS:
- MATERIAL: STAINLESS STEEL
- SURFACE FINISH: POWDER COAT
- WATER PRESSURE: MIN. 5 PSI
- WATER CONSUMPTION: 5-20 GPM

WET AREA ±30" DIAMETER

TOP VIEW

SCALE
N.T.S.

1/8" SPRAY SLOT

3 1/4"

FINISHED GRADE

SEE DETAIL RAIN DECK STAINLESS STEEL FOOTING BASE RDS399-0

JELLY STICK
RDS356-0

1/2"=1'-0"

FRONT VIEW
RDS303-0
SS 60" WATER MUSHROOM

SPECIFICATIONS:
- MATERIAL: STAINLESS STEEL
- SURFACE FINISH: POWDER COAT
- WATER PRESSURE: MIN. 5 PSI
- WATER CONSUMPTION: 10-90 GPM

FIBERGLASS CANOPY
AVAILABLE IN 40" AND 60" DIA.

FINISHED GRADE

SEE DETAIL RAIN DECK
STAINLESS STEEL
FOOTING BASE RDS399-0

SCALE
1/2"=1'-0"

TOP VIEW

WET AREA ±9' DIAMETER

SS 60" WATER MUSHROOM
RDS303-0

MAY 2017
RS RV
RDS303-0

FINISHED GRADE

4" Ø STAINLESS STEEL

SCALE
N.T.S.

FRONT VIEW

4" Ø STAINLESS STEEL

FINISHED GRADE
**SS MINI MUSHROOM**

**RDS304-0**

**SPECIFICATIONS:**
- **MATERIAL:** STAINLESS STEEL
- **SURFACE FINISH:** POWDER COAT
- **WATER PRESSURE:** MIN. 3 PSI
- **WATER CONSUMPTION:** 5-20 GPM

**FIBERGLASS CANOPY**
AVAILABLE IN 30" DIA.

**FINISHED GRADE**

**2'-6"**

**3'-4"**

**WET AREA ±6' DIAMETER**

**TOP VIEW**

**STAINLESS STEEL FOOTING BASE RDS399-0**

**FRONT VIEW**

**DRAWN BY**

**REVIEWED BY**

**DATE**

**REVISION**

**SEAL**

**SCALE**

**1/2"=1'-0"**

**REV.**

**DATE**

**DESCRIPTION**

**DRAWN BY**

**REVISED BY**

**NOTE**

**DATE**

**PAGE**

**REVISION**

**SEAL**

**MAY 2017**

**SS MINI MUSHROOM**

**RDS304-0**

**SCALE**

**N.T.S.**

**REVISION**

**DATE**

**SS MINI MUSHROOM**

**30" DIA**

**RDS304-0**

**FINISHED GRADE**

**SEE DETAIL RAIN DECK**
SPECIFICATIONS:

- MATERIAL: FIBERGLASS w/ BRASS NOZZLES
- SURFACE FINISH: UV RESISTANT AUTOMOTIVE PAINT
- WATER PRESSURE: MIN. 10 PSI
- WATER CONSUMPTION: 7-8 GPM
- EFFECTIVE RANGE: 96" DIA.

WET AREA ±16' DIAMETER

(5) BRASS NOZZLES

1" STUB CONNECT TO FEATURE PLUMBING - CAN ALSO BE ATTACHED TO A RD FOOTING BASE w/ FLANGE CONNECTOR, SOLD SEPARATELY

1" SUPPLY LINE

TURTLE
RDG300-0
ADJUSTABLE NOZZLE RD103-0
- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 1.5 GPM TYP (1.0 MIN / 2.0 MAX)
- EFFECTIVE RANGE: MAX 10' DIRECTIONAL

SHOWER NOZZLE RD104-0
- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 4.5 GPM TYP (2.5 MIN / 6.0 MAX)
- EFFECTIVE RANGE: MAX 10' DIAMETER

BUBBLER NOZZLE RD105-0
- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 3.2 GPM TYP (2.5 MIN / 6.0 MAX)
- EFFECTIVE RANGE: MAX 8' DIAMETER

FAN NOZZLE RD106-0
- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 3.2 GPM TYP (2.5 MIN / 6.0 MAX)
- EFFECTIVE RANGE: MAX 12' LONG x 6' WIDE

NOZZLE SPECIFICATIONS:
- MATERIALS: DELRIN, ALUMINUM, BRASS, OR STAINLESS STEEL
- SS AND BRASS: 3/4" THREADED INLET
- WATER PRESSURE: AS NOTED
- WATER CONSUMPTION: AS NOTED
- EFFECTIVE RANGE: AS NOTED

1/2" INLET (TYP)
MIN. 1/2" WATER SUPPLY (TYP)
1/2" ANCHOR BOLTS TO BE LOCATED BY WOODEN PATTERN WITHIN CONCRETE BASE.

FOOTING BASE

(4) #5 BARS EACH WAY TOP AND BOTTOM - 16 BARS, TOTAL

24"x24"x24"MIN. 2500 PSI CONCRETE FOOTING AT FROST DEPTH OR PER LOCAL CODE REQUIREMENT

GROUNDING WIRE SHALL BE HOOKED BETWEEN TWO FLAT WASHERS AND TIGHTENED WITH NUT

1 1/2" NPT THREADED COUPLING

CONCRETE SLAB

NOTE:
- INSTALL RAIN DECK FOOTING BASE AT CENTER OF FOOTING WITH THE BASE AT FINISHED GRADE.
- GROUT BENEATH FOOTING BEARING PLATE SHALL BE 5000 PSI MINIMUM NON-SHRINK FLOWABLE GROUT OR DRYPACK. INSTALL GROUT UNDER BASEPLATE AFTER COLUMN HAS BEEN PLUMBED BUT PRIOR TO SLAB INSTALLATION.
- GROUT DEPTH SHALL BE SUFFICIENT TO ALLOW GROUT OR DRYPACK TO BE PLACED BENEATH PLATE WITHOUT VOIDS.
**SPECIFICATIONS:**

- **MATERIAL:** STAINLESS STEEL w/ DELRIN ACTIVATOR
- **SURFACE FINISH:** POWDER COAT
- **WIDTH:** 4-1/2" O.D. SS PIPE
- **HEIGHT:** 40" (FROM FINISHED GRADE - CUSTOM SIZES AVAILABLE)

**INCLUDES:**

- SOF-TOUCH POST MOUNTED ACTIVATOR
- PROXIMITY SENSOR
- RAIN DECK SS FOOTING BASE w/ CAP
- STAINLESS STEEL BOLTS AND GASKET

**SCALE**

1/2"=1'-0"
THE RAIN DECK PROPRIETARY ELECTRONIC CONTROLLER SETS THE INDUSTRY STANDARD FOR SPLASH PAD CONTROL SYSTEMS. THE RAIN DECK CONTROLLER PROVIDES THE USER WITH 4 PROGRAM SELECTIONS AND THE ABILITY TO USE WITH A FRESH WATER OR RECIRCULATION SYSTEM. THE CONTROLLER IS POWERED BY A STANDARD 100V POWER SUPPLY WITH CONNECTIONS FOR STANDARD 24VAC SOLENOID VALVES.

PROGRAMS:
A. ONE ZONE RANDOM
B. ONE ZONE SEQUENTIAL
C. MULTIPLE ZONE RANDOM
D. ALL ON

*NUMBER OF ZONES AND SPEED CYCLES CAN BE ADJUSTED ON-SITE. FOR ANY OTHER PROGRAMING QUESTIONS, PLEASE CONTACT RAIN DECK.

RAIN DECK CONTROLLER
RD500-0
SPECIFICATIONS:
- MATERIALS: MOLDED HIGH-DENSITY POLYETHYLENE
- ADA COMPLIANT
- AVAILABLE WITH 2, 3, OR 4-HOLE DRAIN SUMP

16" BOX DRAIN

TOP VIEW

SCALE
N.T.S.

1'-2 1/2"

1'-4 1/2"

1'-4 1/2"

SEAL

DATE

BY

DESCRIPTION

DRAWN BY

REVIEWED BY

SHEET

MFR#

DATE

RAIN DECK

16" BOX DRAIN

RS Ph. 888.445.RAIN Fax. 866.869.3942 info@raindeck.com

RV

RD428-0

APRIL 2014

16" BOX DRAIN

16" BOX DRAIN
Our warranty starts with our unmatched customer support. If, at any stage of your splash pad project you need support, we can help! From installation, to winterizing, to spring start-up we offer the support you need. There is never any additional charge for any of our support services for any of our clients.

**WARRANTY**

**25 YEAR WARRANTY** on all commercial stainless steel above ground feature pipes and welds.

**25 YEAR WARRANTY** on all stainless-steel footing base tubing and welds.

**2 YEAR WARRANTY** against peeling or fading on all finish coatings.

**LIFETIME WARRANTY** on all Rain Deck UHMW, PVC or Delrin spray jet housings and nozzles.

**5 YEAR WARRANTY** on all brass, stainless steel and aluminum housings and nozzles.

The underground tanks, when installed in accordance to the original manufacturer's instructions, are warranted against defective materials and/or workmanship for a full three (3) years from date of manufacture. Should a defect appear within the warranty period, the original manufacturer will supply a new equivalent tank in replacement therof. The original manufacturer's liability is limited to the value of the tank itself and specifically excludes the cost of installation and/or removal and consequential damages.

Rubber surfacing granules and binder carry a warranty on the product only. If there is a defect with the rubber granules or binder within one year of receiving the product, please contact Rain Deck. Rain Deck does NOT warranty the installation of the rubber surfacing and extends NO warranty after the rubber granules have been mixed with the binder.

On all powder coated or painted features, Rain Deck, at its discretion has the option of sending touch-up paint in lieu of replacing the feature.

Unless otherwise stated above, Rain Deck shall warrant all products for a period of one year from the date of product shipment.

Although our products should last far beyond their warranty period, should you have any warranty issues, please contact Rain Deck by calling 888-445-RAIN or emailing warranty@raindeck.com.
ESTIMATE #29588
INSTALLATION QUOTE FOR S) 29587

RECIPIENT:
ROBERT McWAYNE
CITY OF HUTCHINS
321 NORTH MAIN STREET
HUTCHINS, TX 75141
RMcWAYNE@CITYOFHUTCHINS.ORG

RESPONDENT:
LUKE BLAIS
OFFICE: (888) 445-7246 EXT. 721
LUKE@RAINDECK.COM
Rain Deck, LLC
20835 S. Ellsworth Rd
Queen Creek, AZ 85142
888-445-7246
www.raindeck.com

INVOICE: #29588
DATE: 07/18/2023

BILLING ADDRESS
Robert McWayne
City of Hutchins
321 North Main Street
Hutchins, TX 75141

SHIPPING ADDRESS
Robert McWayne
City of Hutchins
321 North Main Street
Hutchins, TX 75141

SALES REP
Luke Blais
luke@raindeck.com

<table>
<thead>
<tr>
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<th>COST</th>
<th>QTY</th>
<th>TOTAL</th>
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ORDER SUBTOTAL: $223,072.94
ORDER TOTAL: $223,072.94

**Fresh Water / Pass-Through System:** The water flow on the splash pad will be limited to the size, volume and pressure of the water supplied by the client. It is the responsibility of the client to verify actual PSI and GPM's available.

BuyBoard Contract #679-22
City of Hutchins
c/o Robert McWayne
321 North Main Street
Hutchins, TX 75141
214-364-3452 / rmcwayne@cityofhutchins.org

TURN-KEY PROJECT DESCRIPTION

2000 SQ FT COMMERCIAL FRESHWATER SPLASH PAD LOCATED AT:
CITY OF HUTCHINS (Exact Location TBD)

Installation of Rain Deck Product - RAIN DECK SO# 29587 (SEE RAIN DECK ESTIMATED SALES ORDER
ATTACHED)

Approx. 2000 square foot concrete slab (Wet Area ONLY) with minimum 4” thickness, reinforced with wire mesh or
rebar, granular base and proper slope for drainage. (Option: 4-5ft. Dry Zone can be added for additional cost)

Complete splash pad installation including all required plumbing material, spray nozzle install, above ground feature
install, labor and other misc material.

Electrical hook-up for controller(s), activator(s) and timers. Depending on local code requirements, there may be an
additional cost.

Splash Zone to perform system start-up, flush all nozzles and provide operation/maintenance orientation for Client.

Client to provide site ready construction area free from debris and obstructions. Client responsible for any rough
grading and demolition. Splash Zone will provide minor grading as necessary. Any haul-off is the responsibility of
the client.

For Fresh water pads: The water flow on the splash pad will be limited to the size, volume and pressure of the water
supplied by the client. It is the responsibility of the client to verify actual PSI and GPM’s available. (Typical 2” Main
Line provides between 55-127 GPM.) Client to provide and install a pressure reducing valve prior to the splash pad
install.

Minimum electrical service for controller(s), activator(s) and timer(s) provided by others and located in an accessible
location for Splash Zone to hook-up equipment.

Minimum 4” sewer stub-out to be provided by others and brought to an accessible location near splash pad.

Unless specifically stated, Payment and Performance bond are not included in this proposal; however, Splash Zone is
pre-qualified to acquire at an additional cost if requested. Unless specified in writing, Splash Zone cannot guarantee
an exact installation date. Projects will generally be scheduled after all required permitting is complete. This proposal
is not bid with prevailing-wage unless specifically stated within this contract. Client to be named as additional
insured on Splash Zone G/L policy with completed operations coverage. Unless specifically stated, all inspections,
permits and permit fees are the responsibility of Client if required. Sales Tax is not included and will be billed
separately if required. This proposal is subject to change based on client changes. This proposal is not a guarantee of
city, county or health code requirements. Any additional governmental requirements will be at an additional charge.
Client is responsible for having the splash pad site “blue staked” (free service, call 811) before construction begins.

CONSTRUCTION / INSTALLATION

BUYBOARD DISCOUNT THROUGH RAIN DECK

8.00% -$12,588.88

TOTAL $223,072.94

Signed: Splash Zone® LLC

Accepted: Owner (Client)

THANK YOU FOR YOUR BUSINESS!

Payment Schedule (or as otherwise agreed upon)

20% deposit due before work begins. $ 44,614.59
Progress billings. $ 156,151.05
10% final after client sign-off. $ 22,307.29

$ 223,072.94
ESTIMATE #29510
INSTALLATION QUOTE FOR SO 29508

RECIPIENT:
ROBERT MCWAYNE
CITY OF HUTCHINS
321 NORTH MAIN STREET
HUTCHINS, TX 75141
RMCMWAYNE@CITYOFHUTCHINS.ORG

RESPONDENT:
LUKE BLAIS
OFFICE: (888) 445-7246 EXT. 721
LUKE@RAINDECK.COM
**INVOICE: #29510**

**DATE: 07/07/2023**

**BILLING ADDRESS**
Robert McWayne  
City of Hutchins  
321 North Main Street  
Hutchins, TX 75141

**SHIPPING ADDRESS**
Robert McWayne  
City of Hutchins  
321 North Main Street  
Hutchins, TX 75141

**SALES REP**
Luke Blais  
luke@raindeck.com

<table>
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**ORDER SUBTOTAL:**  
$144,772.07

**ORDER TOTAL:**  
$144,772.07

**Fresh Water / Pass-Through System:** The water flow on the splash pad will be limited to the size, volume and pressure of the water supplied by the client. It is the responsibility of the client to verify actual PSI and GPM's available.

BuyBoard Contract #679-22
City of Hutchins

c/o Robert McWayne
321 North Main Street
Hutchins, TX 75141
214-364-3452 / rmcwayne@cityofhutchins.org

TURN-KEY PROJECT DESCRIPTION

1000 SQ FT COMMERCIAL FRESHWATER SPLASH PAD LOCATED AT:
CITY OF HUTCHINS (Exact Location TBD)

Installation of Rain Deck Product - RAIN DECK SO# 29508     (SEE RAIN DECK ESTIMATED SALES ORDER ATTACHED)

- Approx. 1000 square foot concrete slab (Wet Area ONLY) with minimum 4” thickness, reinforced with wire mesh or rebar, granular base and proper slope for drainage. (Option: 4-5ft. Dry Zone can be added for additional cost)
- Complete splash pad installation including all required plumbing material, spray nozzle install, above ground feature install, labor and other misc material.
- Electrical hook-up for controller(s), activator(s) and timers. Depending on local code requirements, there may be an additional cost.
- Splash Zone to perform system start-up, flush all nozzles and provide operation/maintenance orientation for Client.
- Client to provide site ready construction area free from debris and obstructions. Client responsible for any rough grading and demolition. Splash Zone will provide minor grading as necessary. Any haul-off is the responsibility of the client.
- For Fresh water pads: The water flow on the splash pad will be limited to the size, volume and pressure of the water supplied by the client. It is the responsibility of the client to verify actual PSI and GPM's available. (Typical 2” Main Line provides between 55-127 GPM.) Client to provide and install a pressure reducing valve prior to the splash pad install.
- Minimum electrical service for controller(s), activator(s) and timer(s) provided by others and located in an accessible location for Splash Zone to hook-up equipment.
- Minimum 4” sewer stub-out to be provided by others and brought to an accessible location near splash pad.

Unless specifically stated, Payment and Performance bond are not included in this proposal; however, Splash Zone is pre-qualified to acquire at an additional cost if requested. Unless specified in writing, Splash Zone cannot guarantee an exact installation date. Projects will generally be scheduled after all required permitting is complete. This proposal is not bid with prevailing-wage unless specifically stated within this contract. Client to be named as additional insured on Splash Zone G/L policy with completed operations coverage. Unless specifically stated, all inspections, permits and permit fees are the responsibility of Client if required. Sales Tax is not included and will be billed separately if required. This proposal is subject to change based on client changes. This proposal is not a guarantee of city, county or health code requirements. Any additional governmental requirements will be at an additional charge. Client is responsible for having the splash pad site “blue staked” (free service, call 811) before construction begins.

CONSTRUCTION / INSTALLATION

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<td>BUYBOARD DISCOUNT</td>
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<td>TOTAL</td>
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Signed: __________________________________________ Date: ______________________
Splash Zone® LLC

Accepted: __________________________________________ Date: ______________________
Owner (Client)

THANK YOU FOR YOUR BUSINESS!

Payment Schedule (or as otherwise agreed upon)

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<th>Item</th>
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<td>TOTAL</td>
<td>$144,772.07</td>
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Agreement for Construction of Splash Pad

This Agreement for the construction of a Splash Pad ("Agreement") is between the buyer of the Splash Pad ("Client"), on the one hand, and Splash Zone, LLC ("Contractor"), on the other hand. The terms and conditions of the Agreement are set forth below.

RESPONSIBILITY OF CLIENT

Client shall provide Contractor with adequate access and a site free of debris or obstacles prior to the start of the work. Client agrees to pay to Contractor all additional costs incurred as a result of Client’s failure to so provide.

Client shall be responsible to protect all trees, shrubs and other plants which Client desires to save which occupy space to be used in the construction of the splash pad.

Client agrees to assume all liability for damage to driveway, curbs, walks, shrubs, sewers, sprinkler systems, drip lines, patio, underground utility lines, fences, decomposed granite, lawn or any rerouting of irrigation water.

Contractor is not liable for any damage to any part of the splash pad caused by irrigation water, vandals, or any other persons or things not within the control of the Contractor. Any splash pad equipment or appurtenances subject to this Agreement delivered to the job site are the Client’s property and if removed or stolen is Client’s responsibility.

It shall be the responsibility of the Client to furnish a water source and power source for the construction of the splash pad.

Contractor is not responsible for unusual soil conditions including but not limited to the following: caliche, subterranean water, floatation of splash pad due to external water, granite, or other like and unusual sub-surface conditions, mass concrete, unusually large boulders or the like. Client agrees to pay an additional sum for these additional items and/or any associated changes as an additional cost to the contract price.

Grading and drainage beyond the splash pad area is the responsibility of the Client.

Excess soil will NOT be removed and will remain on the property unless otherwise specified in writing by Client before start of excavation.

With the exception of minor grading for the splash pad, Contractor is not responsible for supplying fill dirt or providing excessive grading unless specified in the contract.

Contractor agrees to construct the splash pad diligently, but Contractor shall not be responsible for delays or damages caused by failure to perform work or furnish materials or equipment due to acts of God, conditions created by threat or of inclement weather, war, riot, or other civil disturbance, strike, government prohibition, delays caused by Client, non issuance of all required permits affecting the splash pad, availability of construction material, or other reasons beyond its control.

Requests for any changes or additions to this agreement desired by the Client shall be made in writing at a price as mutually agreed and signed by both parties and shall become part of this agreement.

Contractor shall have the right to stop work and keep the job idle if payments are not made when due. Contractor assumes no responsibility or liability for work performed by the Client, equipment or materials supplied by the Client.

In the event the payments required hereunder are not paid in accordance with the requirements of this agreement, a credit service charge of one and one-half percent (1-1/2%) per month, which is eighteen percent (18%) corresponding annual percentage rate, will be applied from the date such payment becomes due.

In the event Contractor shall be required to employ an attorney to enforce collection of any payment required to be made by Client to Contractor under this agreement, Client agrees to pay to Contractor a reasonable amount for attorney’s fees although legal action either was not instituted or not completed to judgment.

This agreement together with the signed Splash Zone Proposal constitutes the full agreement between the parties. The parties are not bound by any other statements or representations or oral expression by any agent or person purporting to act for or on behalf of either party.

Should any part on this agreement be declared invalid for any reason, such decision shall not affect the validity of any remaining portions and shall remain in force and affect as if the invalid portion had been eliminated.

Client agrees to allow Contractor to place a Splash Zone sign on Clients property during construction and use pictures of splash pad taken before, during and after construction in marketing and other material unless otherwise specified in writing.

When the splash pad is completed (surface material applied and start-up orientation) this contract shall have been completed.

LIMITED WARRANTY

MATERIALS AND WORKMANSHIP

Splash Zone LLC warrants to the original Client all labor, materials, and equipment to be free of defects for a period of two (2) years from the date the splash pad is complete, when subject to original Client’s reasonable care and necessary maintenance. Upon written notice to Splash Zone LLC by the original Client within that two (2) year period, Splash Zone LLC will remedy any defect in material or workmanship without charge within a reasonable time provided the original Client has complied with all Terms of this Agreement, including payment in full.

LIMITATIONS

No warranty extends to any part of the splash pad, its equipment or appurtenances thereto which are caused by any of the following conditions or events:

1. Defects or failures caused by abuse, lack of reasonable care, lack of necessary maintenance, improper operation, vandalism, acts of God, or normal wear.
2. Damages or failures to plumbing lines, filter, motors and pumps caused by freezing.
3. Damages or failures caused by substituting or addition of equipment or service not expressly authorized which affect the operation or designed use of the splash pad.
4. Decoloration, staining, check cracks, cracks and imperfections inherit in splash pad decks and concrete products. Only cracks exceeding in width the thickness of a dime will be repaired by Contractor at no cost to the original consumer within the limited warranty period.
5. Minor high and/low spots in the concrete or surface material which accumulate less than ½” inch of standing water.
6. Damages or failures caused by surface or subterranean drainage under or around said splash pad or earth fill movement, explosions, wrecking, expansive soil, and the like, and not occasioned by Contractor.
7. In some locations, expansive soil may exist. Damage caused to the splash pad as a result of expansive soil will be at the Client’s expense, except for the concrete shell, shall be Contractor’s expense. Client may secure at his expense an independent soil analysis to determine whether expansive soil exists in the splash pad location. Without a soil analysis, Contractor assumes no liability regarding determination of existence of expansive soil.
8. Contractor expressly denies any responsibility or liability for incidental or consequential damages arising out of or as a result of the use or ownership of the splash pad.
9. Damage by the elements or acts of God, war, civil disturbances, unusual abuse/neglect, incorrect operation or lack of care of the splash pad or equipment.

PERFORMANCE

In the event of defect in materials or workmanship within the above stated warranty period, and upon written notice to Splash Zone LLC, at 7319 S Atwood, Ste 103, Mesa, AZ 85212, by the original Client, Contractor will remedy any defect in material or workmanship without charge to the original Client with exceptions listed here within, with in a reasonable amount of time, provided the original Client has complied with all terms of this contract, including payment in full.

NOTICE

Client is entitled to a copy of this Agreement at the time it is signed. Client may cancel this agreement at any time prior to midnight of the third business day after the date of this transaction by faxing a written cancellation request to 866-869-3942. This provision is not allowed if construction of the splash pad has begun or will begin prior to the third business day.

Signed: ___________________________ Date: __________
Splash Zone, LLC (Contractor)

Signed: ___________________________ Date: __________
Client (Buyer)
Our warranty starts with our unmatched customer support. If, at any stage of your splash pad project you need support, we can help! From installation, to winterizing, to spring start-up we offer the support you need. There is never any additional charge for any of our support services for any of our clients.

**WARRANTY**

**25 YEAR WARRANTY** on all commercial stainless steel above ground feature pipes and welds.

**25 YEAR WARRANTY** on all stainless-steel footing base tubing and welds.

**2 YEAR WARRANTY** against peeling or fading on all finish coatings.

**LIFETIME WARRANTY** on all Rain Deck UHMW, PVC or Delrin spray jet housings and nozzles.

**5 YEAR WARRANTY** on all brass, stainless steel and aluminum housings and nozzles.

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ESTIMATE #29509
500 SQFT FRESHWATER DESIGN

RECIPIENT:
ROBERT MCWAYNE
CITY OF HUTCHINS
321 NORTH MAIN STREET
HUTCHINS, TX 75141
RMCPWAYNE@CITYOFHUTCHINS.ORG

RESPONDENT:
LUKE BLAIS
OFFICE: (888) 445-7246 EXT. 721
LUKE@RAINDECK.COM
**BILLING ADDRESS**
Robert McWayne  
City of Hutchins  
321 North Main Street  
Hutchins, TX 75141

**SHIPPING ADDRESS**
Robert McWayne  
City of Hutchins  
321 North Main Street  
Hutchins, TX 75141

**SALES REP**
Luke Blais  
luke@raindeck.com

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<th>COST</th>
<th>QTY</th>
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<tr>
<th><strong>SANITATION / VALVES / FITTINGS / DRAINS &amp; MORE</strong></th>
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<tr>
<td><strong>RD437-1</strong></td>
<td>11” x 11” Box Drain Strainer Basket (RD437-1)</td>
<td>$70.00</td>
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<tr>
<td><strong>RD437-0</strong></td>
<td>11” x 11” Box Drain - 4” PVC Connection (RD437-0)</td>
<td>$120.00</td>
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<tr>
<th><strong>LED LIGHT KITS / LED NOZZLES</strong></th>
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<tr>
<td><strong>RD522-0</strong></td>
<td>8 MULTI-COLORED LED LIGHT KIT W/ CONTROLLER AND 120 WATT TRANSFORMER (RD522-0)</td>
<td>$1,385.00</td>
</tr>
</tbody>
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**ORDER SUBTOTAL:** $12,286.00

- **DISCOUNT (8%)**: -$982.88
GPM’s: MIN 24 / TYP 36

**Fresh Water / Pass-Through System:** The water flow on the splash pad will be limited to the size, volume and pressure of the water supplied by the client. It is the responsibility of the client to verify actual PSI and GPM’s available.

**Freshwater System**

Approx Wet Area – 500 sqft (25 diam)

Potable Water Line Size to operate on PROGRAM D (All On): 1in – 1.25in (36 GPM)

Potable Water Line Size to operate on PROGRAM A (Random): 3/4in (15 GPM)

BuyBoard Contract 679-22
**ADJUSTABLE NOZZLE**
- **RD103-0**
- Water Pressure: 3 - 5 PSI
- Water Consumption: 1.5 GPM TYP
- Effective Range: Max 10' Directional

**SHOWER NOZZLE**
- **RD104-0**
- Water Pressure: 3 - 5 PSI
- Water Consumption: 4.5 GPM TYP
- Effective Range: Max 10' Diameter

**BUBBLER NOZZLE**
- **RD105-0**
- Water Pressure: 3 - 5 PSI
- Water Consumption: 3.2 GPM TYP
- Effective Range: Max 10' Diameter

**FAN NOZZLE**
- **RD106-0**
- Water Pressure: 3 - 5 PSI
- Water Consumption: 3.2 GPM TYP
- Effective Range: Max 12' Long x 6' Wide

**TRIPLE SHOOTER NOZZLE**
- **RD110-0**
- Water Pressure: 3 - 5 PSI
- Water Consumption: 6.5 GPM TYP
- Effective Range: Max 10' Diameter

**DUEL NOZZLE**
- **RD112-0**
- Water Pressure: 3 - 5 PSI
- Water Consumption: 3.5 GPM TYP
- Effective Range: Max 8' Long x 6' Wide

**"X" FACTOR NOZZLE**
- **RD113-0**
- Water Pressure: 3 - 5 PSI
- Water Consumption: 3.2 GPM TYP
- Effective Range: Max 14' Long x 6' Wide

**TULIP NOZZLE**
- **RD115-0**
- Water Pressure: 3 - 5 PSI
- Water Consumption: 8.0 GPM TYP
- Effective Range: Max 8' Diameter

**SPIDER NOZZLE**
- **RD116-0**
- Water Pressure: 3 - 5 PSI
- Water Consumption: 5.0 GPM TYP
- Effective Range: Max 8' Diameter

**VIPER NOZZLE**
- **RD117-0**
- Water Pressure: 3 - 5 PSI
- Water Consumption: 3.2 GPM TYP
- Effective Range: Max 8' Long x 6' Wide

**SPLITTER NOZZLE**
- **RD118-0**
- Water Pressure: 3 - 5 PSI
- Water Consumption: 3.5 GPM TYP
- Effective Range: Max 8' Long x 6' Wide

**MISTY NOZZLE**
- **RD119-0**
- Water Pressure: 3 - 5 PSI
- Water Consumption: 0.6 GPM TYP
- Effective Range: Max 10' Diameter

**WAVE NOZZLE**
- **RD120-0**
- Water Pressure: 3 - 5 PSI
- Water Consumption: 4.0 GPM TYP
- Effective Range: Max 8' x 5' x 2'
RD129-0
8-NOZZLE RING OF WATER

SPECIFICATIONS:
- MATERIAL: PIPE - SCH 40 PVC
- WATER PRESSURE: MIN. 5 PSI
- WATER CONSUMPTION: MIN 8 / TYP 12 / MAX 16 GPM
- EFFECTIVE RANGE: 4'-24' DIA. (USING ADJUSTABLE NOZZLES)

FINISH GRADE OF DECKING MATERIAL

RAIN DECK UNIVERSAL HOUSING, TYP.

1/2" RISERS

1 1/2" WATER SUPPLY OR AS REQUIRED

SCALE
1/2"=1'-0"

24' MAX DIAMETER WET ZONE
SPECIFICATIONS:
- MATERIAL: STAINLESS STEEL w/ DELRIN ACTIVATOR
- SURFACE FINISH: POWDER COAT
- WIDTH: 4-1/2" O.D. SS PIPE
- HEIGHT: 40" (FROM FINISHED GRADE - CUSTOM SIZES AVAILABLE)

INCLUDES:
- SOF-TOUCH POST MOUNTED ACTIVATOR
- PROXIMITY SENSOR
- RAIN DECK SS FOOTING BASE w/ CAP
- STAINLESS STEEL BOLTS AND GASKET

FINISHED GRADE

SEE DETAIL RAIN DECK STAINLESS STEEL FOOTING BASE RDS399-0

SS SOF-TOUCH ACTIVATOR
RDS550-0

SCALE
N.T.S.

1/2"=1'-0"

TOP VIEW

SCALE

FRONT VIEW

SEAL

DATE

DRAWN BY
RS
MAY 2017
RDS550-0

REVIEWED BY
RV

Ph. 888.445.RAIN
Fax. 866.869.3942
info@raindeck.com

RAIN DECK
SS SOF-TOUCH ACTIVATOR

MFR#
THE RAIN DECK PROPRIETARY ELECTRONIC CONTROLLER SETS THE INDUSTRY STANDARD FOR SPLASH PAD CONTROL SYSTEMS. THE RAIN DECK CONTROLLER PROVIDES THE USER WITH 4 PROGRAM SELECTIONS AND THE ABILITY TO USE WITH A FRESH WATER OR RECIRCULATION SYSTEM. THE CONTROLLER IS POWERED BY A STANDARD 100V POWER SUPPLY WITH CONNECTIONS FOR STANDARD 24VAC SOLENOID VALVES.

**PROGRAMS:**
A. ONE ZONE RANDOM
B. ONE ZONE SEQUENTIAL
C. MULTIPLE ZONE RANDOM
D. ALL ON

*NUMBER OF ZONES AND SPEED CYCLES CAN BE ADJUSTED ON-SITE. FOR ANY OTHER PROGRAMING QUESTIONS, PLEASE CONTACT RAIN DECK.*

RAIN DECK CONTROLLER
RD500-0
11" BOX DRAIN

SPECIFICATIONS:
- MATERIALS: MOLDED HIGH-DENSITY POLYETHYLENE
- ADA COMPLIANT
- AVAILABLE WITH 2, 3, OR 4-HOLE DRAIN SUMP

TOP VIEW

SCALE
N.T.S.

FRONT VIEW

11" BOX DRAIN
MULTI-COLORED LED LIGHT KIT CONTROLLER

Remote Functions

1. (ON) Switch on the spotlight
2. (OFF) Switch off the spotlight
3. (SETUP) N/A (for use with RS485 system) activates static color mode (9) including
4. (CANCEL) N/A (for use with RS485 system) pure white (10)
5. (FLASH) Fast color change
6. (STROBE) Slow color change
7. (FADE) Fast color transition
8. (SMOOTH) Slow color transition
11. (BUTTONS IN THE LIGHT CONE) Adjust light intensity
12 & 13. (CHANGE BATTERY) Use only new 3V lithium button cell battery
**Rain Deck LED Light Kit**

Installation Instructions

1. Locate the area for each light
2. Run 1/2” electrical conduit to each light location
3. Place black light sleeve over the 1/2” electrical conduit at the height of the finished concrete
4. Be sure to protect the black light sleeve by covering with tape when pouring concrete on the splash pad
5. Once concrete is finished, and lights are ready to set, run 18/2 low voltage wire thru each conduit to the light location
6. Connect wiring with waterproof wire nuts
7. Carefully squeeze the springs back and insert the light into the flat mounting surface of the sleeve and press firmly down
8. Connect the lights to the 12 volt power supply provided with the kit
9. Turn on power supply
10. To adjust colors control each light with controller provided
Our warranty starts with our unmatched customer support. If, at any stage of your splash pad project you need support, we can help! From installation, to winterizing, to spring start-up we offer the support you need. There is never any additional charge for any of our support services for any of our clients.

**WARRANTY**

**25 YEAR WARRANTY** on all commercial stainless steel above ground feature pipes and welds.

**25 YEAR WARRANTY** on all stainless-steel footing base tubing and welds.

**2 YEAR WARRANTY** against peeling or fading on all finish coatings.

**LIFETIME WARRANTY** on all Rain Deck UHMW, PVC or Delrin spray jet housings and nozzles.

**5 YEAR WARRANTY** on all brass, stainless steel and aluminum housings and nozzles.

The underground tanks, when installed in accordance to the original manufacturer’s instructions, are warranted against defective materials and/or workmanship for a full three (3) years from date of manufacture. Should a defect appear within the warranty period, the original manufacturer will supply a new equivalent tank in replacement therof. The original manufacturer’s liability is limited to the value of the tank itself and specifically excludes the cost of installation and/or removal and consequential damages.

Rubber surfacing granules and binder carry a warranty on the product only. If there is a defect with the rubber granules or binder within one year of receiving the product, please contact Rain Deck. Rain Deck does NOT warranty the installation of the rubber surfacing and extends NO warranty after the rubber granules have been mixed with the binder.

On all powder coated or painted features, Rain Deck, at its discretion has the option of sending touch-up paint in lieu of replacing the feature.

Unless otherwise stated above, Rain Deck shall warrant all products for a period of one year from the date of product shipment.

Although our products should last far beyond their warranty period, should you have any warranty issues, please contact Rain Deck by calling 888-445-RAIN or emailing warranty@raindeck.com.
MEETING DATE: August 7, 2023
SUBMITTED BY: Maria Joyner, Accountant
AGENDA ITEM: F.1.
AGENDA CAPTION: The State Law mandates that the Governing Body convene, engage in discussions, and conduct a recorded vote to put forth and deliberate on the ad valorem tax rate for Fiscal Year 2023-2024.

Background Information

State Law, Section 26.06(a) and (b) require the City Council to meet and take a vote on proposing a tax rate. This tax rate will be used to inform taxpayers through newspaper notices about the proposed rate for next year. It's meant to support the budgeted obligations. The proposed tax rate for the upcoming year is $0.630082 per $100 of property value. This means that the City is suggesting a tax rate of $0.630082. With this rate, the City aims to collect more revenue from property taxes compared to last year's budget. The increase in revenue is significant, amounting to $1,586,811, representing a 27.33 percent increase from last year's budget. Additionally, the City expects to raise $803,641 in property tax revenue from including new properties in the tax roll.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

The Administration suggests that the council conduct a recorded vote to propose a tax rate of $0.630082 per $100 of property value for the newspaper to inform the public about the proposed tax rate.

Supporting Documentation and Attachments

1. RECORD THE VOTE - updated
CITY OF HUTCHINS
GOVERNING BODY VOTE

Per Tax Code, Section 26.06(b-1):
To be completed at the Meeting of Governing Body to Discuss Tax Rate.

The members of the governing body voted on the **PROPOSAL** to consider the **tax rate** as follows:

**FOR:**

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**AGAINST:**

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**PRESENT and not voting:**

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**ABSENT:**

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**Tax Code 26.06(b-1):** Names of all members of the governing body, showing how each voted on the **proposal** to consider the **tax increase** or, if one or more were absent, indicating the absences.

*The above governing body names will be listed on the Notice of Public Hearing, or the Notice of Meeting to Vote exactly as presented above.*

Please email to taxentityhelp@dallascounty.org
MEETING DATE: August 7, 2023
SUBMITTED BY: Karen Steward, Director of Human Resources
AGENDA ITEM: F.2.
AGENDA CAPTION: Discuss and consider Resolution R2023-1126 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CITY OF HUTCHINS PERSONNEL MANUAL BY AMENDING CHAPTER 2, TITLED “EMPLOYMENT”, BY AMENDING SECTION 2.08 TITLED “SEPARATION OF EMPLOYMENT” BY AMENDING “SEPARATION LEAVE” NUMBER 2, TO ALLOW CITY EMPLOYEES WHO HAVE COMPLETED THEIR FIRST YEAR OF EMPLOYMENT TO BE PAID FOR UNUSED VACATION TIME EARNED UP TO 140 HOURS

Background Information

In December of 2022, the council approved a resolution to carry over 140 hours of vacation time to the following year. This resolution allows an employee to be paid for vacation earned up to 140 hours due to separation of employment.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

Reviewed by Joe Gorfida

Staff Recommendation

Staff recommend approving this resolution.

Supporting Documentation and Attachments

1. R2023-1126 Amending Personnel Policy Separation Pay
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CITY OF HUTCHINS PERSONNEL MANUAL BY AMENDING CHAPTER 2, TITLED “EMPLOYMENT”, BY AMENDING SECTION 2.08 TITLED “SEPARATION OF EMPLOYMENT” BY AMENDING “SEPARATION LEAVE” NUMBER 2, TO ALLOW CITY EMPLOYEES WHO HAVE COMPLETED THEIR FIRST YEAR OF EMPLOYMENT TO BE PAID FOR UNUSED VACATION TIME EARNED UP TO 140 HOURS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hutchins (the “City) periodically reviews its Personnel Manual for compliance with State and Federal laws, policy, and practices; and

WHEREAS, City policy allows City employees to accrue vacation time based on years of service; and

WHEREAS, currently, City employees may carry forward a maximum of 140 hours of vacation time from one calendar year to the next; and

WHEREAS, the City Council has received a recommendation from the Director of Human Resources to amend the City of Hutchins Personnel Manual, by amending Section 2.08 titled “Separation of Employment” by amending “Separation Leave” number 2, to allow City employees who have completed their first year of employment to be paid for unused vacation time earned up to 140 hours; and

WHEREAS, upon full review and consideration of the recommendation from the Director of Human Resources, the City Council approves amending the City of Hutchins Personnel Manual by amending Section 2.08 titled “Separation of Employment” by amending “Separation Pay” number 2, to allow City employees who have completed their first year of employment to be paid for unused vacation time earned up to 140 hours;

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

SECTION 1. That the City Council hereby approves amending the City of Hutchins Personnel Manual, by amending Chapter 2, titled “Employment”, by amending Section 2.08 titled “Separation of Employment” by amending “Separation Pay” number 2, to read as follows:

“CHAPTER 2: Employment

... 

2.08 Separation of Employment
Separation Pay

2. Only employees who have completed their first year of employment shall be paid for unused vacation time earned up to 140 hours.

…”

SECTION 2. This Resolution shall become effective on August 7, 2023.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas on the 7th day of August, 2023.

CITY OF HUTCHINS, TEXAS

______________________________
Mario Vasquez, Mayor

ATTEST:

______________________________
Cynthia Olguin, City Secretary
(07-17-2023: ND 4893-6308-4657, v. 1)
MEETING DATE: August 7, 2023  
SUBMITTED BY: Katherine Lindsey, Assistant to the City Administrator  
AGENDA ITEM: F.3.  
AGENDA CAPTION: Discuss and consider Resolution R2023-1127 OF THE CITY OF HUTCHINS, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC’S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY.

Background Information
On June 30, 2023, Oncor Electric Delivery Company, LLC (“Oncor” or “Company”) filed an Application to Amend its Distribution Cost Recovery Factor (“DCRF”) and Update its Mobile Generation Riders to increase distribution rates within each of the cities in its service area. In the filing, the Company asserts it is seeking an increase in distribution revenues of approximately $152.78 million. The Company is also seeking to update its Rider Mobile Generation and Rider Wholesale Mobile Generation to recover revenue related to mobile generation unit leasing and operation. The Rider would recover approximately $1.07 million.

The resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor (“OCSC”) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:
The purpose of the Resolution is to deny the DCRF application proposed by Oncor.

Explanation of “Be It Resolved” Paragraphs:

1. This section authorizes the City to participate with OCSC as a party in the Company’s DCRF filing, PUC Docket No. 55190.

2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

3. This paragraph finds that the Company’s application is unreasonable and should
be denied.

4. This section states that the Company’s current rates shall not be changed.

5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to Oncor for reimbursement.

6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

7. This section provides that Oncor and counsel for OCSC will be notified of the City’s action by sending a copy of the approved and signed Resolution to counsel.

**Budget Implications**

As the City of Hutchins is a member of the Oncor Cities Steering Committee, there will be no expenses incurred by adopting this resolution.

**Operational Impact**

All electric utility customers residing in the City will be impacted by increased rates if Oncor succeeds in the ratemaking proceedings.

**Legal Review**

The resolution was drafted by Thomas L. Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend and approved by the City Attorney.

**Staff Recommendation**

Staff recommends that the City Council moves to approve the resolution to deny the DCRF application proposed by Oncor.

**Supporting Documentation and Attachments**

1. Summary Memo Re Denial Resolution - 2023 Oncor DCRF
2. R2023-1127 Denying Oncor’s Application to Amend Distribution Cost (July 2023)
MEMORANDUM

TO: Steering Committee of Cities Served by Oncor (“OCSC”)

FROM: Thomas Brocato
       Rick Arnett

DATE: July 6, 2023

RE: Oncor – Distribution Cost Recovery Factor (“DCRF”) filing

CONFIDENTIAL/ATTORNEY-CLIENT COMMUNICATION

CITY ACTION REQUIRED NO LATER THAN AUGUST 28

On June 29, 2023, Oncor Electric Delivery Company, LLC (“Oncor”) filed an Application to Amend its Distribution Cost Recovery Factor and Update its Mobile Generation Riders. In the filing, the Company is seeking an increase in distribution revenues of approximately $152.78 million. In the same filing, the Company also seeks to update its Rider Mobile Generation and Rider Wholesale Mobile Generation to recover an additional $1.07 million.

OCSC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company’s filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company’s request. We are recommending that OCSC denies the requested relief.

The Public Utility Commission’s rules allow cities 60 days to act on this application. That deadline is August 28, 2023. Accordingly, we request that each city schedule the draft resolution included with this memorandum for consideration at their next council meeting.

If you have any concerns or question please do not hesitate to contact us. We appreciate your continued support.
A RESOLUTION OF THE CITY OF HUTCHINS, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC’S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Hutchins, Texas (“City”) is an electric utility customer of Oncor Electric Delivery Company LLC. (“Oncor” or “Company”), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor (“OCSC”), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor’s service area; and

WHEREAS, on or about June 29, 2023, Oncor filed with the City an Application to Amend its Distribution Cost Recovery Factor and Update Mobile Generation Riders, PUC Docket No. 55190, seeking to increase electric distribution rates by approximately $152.78 million and update Oncor’s Rider Mobile Generation and Rider Wholesale Mobile Generation to recover $1.07 million related to mobile generation facilities; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, OCSC is coordinating its review of Oncor’s DCRF filing with designated attorneys and consultants to resolve issues in the Company’s application; and

WHEREAS, OCSC members and attorneys recommend that members deny the DCRF.

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

SECTION 1. That the City is authorized to participate with Cities in PUC Docket No. 55190.
SECTION 2. That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 4. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 5. That the City’s reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202; and to Thomas L. Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

SECTION 8. That 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 7th day of August 2023.

CITY OF HUTCHINS, TEXAS

______________________________
Mario Vasquez, Mayor

ATTEST:

______________________________
Cynthia Olguin, City Secretary
(07-13-2023: ND 4882-1105-8800, v. 1)
AGENDA CAPTION: Discuss and consider Ordinance 2023-1175 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2, TITLED “ANIMAL CONTROL” BY CHANGING THE TITLE TO READ “ANIMAL SERVICES” AND BY AMENDING CHAPTER 2 THROUGHOUT BY CHANGING ALL REFERENCES TO “ANIMAL CONTROL” TO “ANIMAL SERVICES”; BY AMENDING CHAPTER 6 TITLED “HEALTH AND SANITATION” BY AMENDING ARTICLE 6.03 TITLED “TALL WEEDS, BRUSH AND UNSIGHTLY VEGETATION” BY AMENDING ARTICLE 6.03 BY CHANGING ALL REFERENCES TO “CODE ENFORCEMENT” TO “CODE COMPLIANCE” THROUGHOUT ARTICLE 6.03; AND BY AMENDING APPENDIX A “FEE SCHEDULE” BY AMENDING ARTICLE A2.000 TO CHANGE THE TITLE FROM “ANIMAL CONTROL” TO “ANIMAL SERVICES”;

Background Information

The names of city departments, divisions, and offices can influence public perception. Historically, code enforcement has been seen as punitive and a way for cities to generate extra revenue. Now, the term code compliance is becoming more commonplace because it emphasizes voluntary compliance by citizens and educating them on the importance of why city codes exist in the first place.

Likewise, animal control may give many people the idea of dog catchers and controlling aggressive dogs. While tending to stray dogs and keeping people safe from aggressive animals are important, officers do much more. Using the term animal services helps encompass their roles in assisting certain types of sick and injured animals, preventing animal cruelty, and humanely relocating wild animals.

Budget Implications

N/A

Operational Impact

Staff have already been using the verbiage Code Compliance and Animal Services colloquially. Adopting the ordinance would allow staff to use the names in written documents and on the website.

Legal Review
The ordinance was drafted and approved by the City Attorney.

**Staff Recommendation**

Staff recommends the adoption of an ordinance authorizing the text amendment changing Animal Control to Animal Services, and Code Enforcement to Code Compliance.

**Supporting Documentation and Attachments**

1. ORD 2023-1175 Amending Chapters 2 and 6 Changing to Animal Services and Code Compliance-135774
CITY OF HUTCHINS
ORDINANCE NO. 2023-1175

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2, TITLED “ANIMAL CONTROL” BY CHANGING THE TITLE TO READ “ANIMAL SERVICES” AND BY AMENDING CHAPTER 2 THROUGHOUT BY CHANGING ALL REFERENCES TO “ANIMAL CONTROL” TO “ANIMAL SERVICES”; BY AMENDING CHAPTER 6 TITLED “HEALTH AND SANITATION” BY AMENDING ARTICLE 6.03 TITLED “TALL WEEDS, BRUSH AND UNSIGHTLY VEGETATION” BY AMENDING ARTICLE 6.03 BY CHANGING ALL REFERENCES TO “CODE ENFORCEMENT” TO “CODE COMPLIANCE” THROUGHOUT ARTICLE 6.03; AND BY AMENDING APPENDIX A “FEE SCHEDULE” BY AMENDING ARTICLE A2.000 TO CHANGE THE TITLE FROM “ANIMAL CONTROL” TO “ANIMAL SERVICES”; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the City of Hutchins Code of Ordinances is hereby amended by amending Chapter 2 titled “Animal Control” by changing the title to “Animal Services” and by amending Chapter 2 throughout by changing all references to “Animal Control” to “Animal Services.”

SECTION 2. That the City of Hutchins Code of Ordinances is hereby amended by amending Chapter 6 titled “Health and Sanitation” by amending Article 6.03 titled “Tall Weeds, Brush and Unsightly Vegetation” by amending Article 6.03 throughout by changing all references to “Code Enforcement” to “Code Compliance.”


SECTION 4. That all provisions of the ordinances of the City of Hutchins in conflict with the provisions of this ordinance be, and the same are hereby repealed and that all other provisions of the ordinances of the City of Hutchins not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. That an offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Ordinances of the City of Hutchins, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.
SECTION 6. That if any article, paragraph, subdivision, clause or provision of this ordinance as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid or unconstitutional.

SECTION 7. That this ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

IT IS ACCORDINGLY SO ORDAINED.


CITY OF HUTCHINS, TEXAS

________________________
Mario Vasquez, Mayor

ATTEST:

________________________
Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

________________________
Joseph J. Gorfida, Jr., City Attorney
(07/06/2023:TM 135774)
MEETING DATE: August 7, 2023
SUBMITTED BY: Steve Perry, Police Chief
AGENDA ITEM: F.5.

AGENDA CAPTION: Discuss and consider Ordinance 2023-1176 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12, TITLED “TRAFFIC AND VEHICLES”, BY AMENDING ARTICLE 12.04, TITLED “PARKING” TO PROVIDE REVISED PARKING REQUIREMENTS WITHIN THE CITY LIMITS; BY AMENDING ARTICLE 12.05 TITLED “COMMERCIAL AND OVERSIZED VEHICLES” BY AMENDING DIVISION 3 TITLED “WEIGHT LIMITS; TRUCK ROUTES” BY AMENDING SECTION 12.05.092 TITLED “DESIGNATED TRUCK ROUTES; DEFENSES” BY AMENDING SUBSECTION (b) TO PROVIDE REVISED TRUCK ROUTES; BY AMENDING SECTION 12.05.092 TITLED “DESIGNATED TRUCK ROUTES; DEFENSES” BY AMENDING SUBSECTION (c) BY AMENDING PARAGRAPH (6).

Background Information
Texas transportation code 545.302 authorizes the following: If the governing body of a municipality determines that it is necessary to improve the economic development of the municipality's central business district and that it will not adversely affect public safety, the governing body may adopt an ordinance regulating the standing, stopping, or parking of a vehicle at a place described.

The City of Hutchins has adopted ordinance 12.04.02 No parking zones.
a. From and after the erection of appropriate signs as provided herein, it shall be unlawful and an offense for any person to park, leave or stand any motor vehicle on those portions of the streets indicated as follows:

This addition to the current city ordinance adds the following to the no parking ordinance:

Both sides of North Main Street from the intersection with Palestine Street northward approximately 2,212 feet to the intersection of Lancaster-Hutchins Road.

In addition to the no parking, staff is also recommending an amendment to the current truck routes in the City of Hutchins.

Article 12.05.092 Designates truck routes in the City of Hutchins. A review of the current ordinance was conducted by myself and Interim public works director Robert McWayne. As commercial development continues, there is a need to designate additional roadways as truck routes. These additions are as follows:

- Myron Goff
  - From Dowdy Ferry to East Cleveland
- E. Cleveland
  - From Interstate 45 to Republic Services
- Lancaster-Hutchins Road
  - From W. Wintergreen eastward 2,635 feet
- Millers Ferry Road
  - From Palestine Road to the south city limits
- Dowdy Ferry Road
  - From east city limits to Interstate 45
- Palestine Road
  - From Interstate 45 to Main Street
- Millers Ferry Road
  - From Interstate 45 to the west city limits and from Interstate 45 eastward
E. Wintergreen Road From Interstate 45 eastward 2,797 feet

**Budget Implications**

N/A

**Operational Impact**

Creating a no parking area in the 400 blk of N. Main will improve site visibility for motorists exiting from private property along the 400 Blk. of N. Main St. As defined by State Law, the addition will create a no parking area on Main Street, and will give any City of Hutchins peace officer the authority to take law enforcement action regarding prohibited parking.

Designates additional roadways in the city of Hutchins as truck routes.

**Legal Review**

Reviewed and prepared by City Attorney Joe Gorfida.

**Staff Recommendation**

Staff recommends that the Hutchins City Council adopt the amendment to the no parking ordinance.

**Supporting Documentation and Attachments**

1. ORD 2023-1176 Amending 12.04.002 No Parking Zones
2. No Parking PP
AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12, TITLED “TRAFFIC AND VEHICLES”, BY AMENDING ARTICLE 12.04, TITLED “PARKING” TO PROVIDE REVISED PARKING REQUIREMENTS WITHIN THE CITY LIMITS; BY AMENDING ARTICLE 12.05 TITLED “COMMERCIAL AND OVERSIZED VEHICLES” BY AMENDING DIVISION 3 TITLED “WEIGHT LIMITS; TRUCK ROUTES” BY AMENDING SECTION 12.05.092 TITLED “DESIGNATED TRUCK ROUTES; DEFENSES” BY AMENDING SUBSECTION (b) TO PROVIDE REVISED TRUCK ROUTES; BY AMENDING SECTION 12.05.092 TITLED “DESIGNATED TRUCK ROUTES; DEFENSES” BY AMENDING SUBSECTION (c) BY AMENDING PARAGRAPH (6); PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS ($500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the City of Hutchins Code of Ordinance is hereby amended by amending Chapter 12 titled “Traffic and Vehicles,” by amending Article 12.04 titled “Parking” by amending Section 12.04.002 titled “No Parking Zones,” to read as follows:

CHAPTER 12
TRAFFIC AND VEHICLES

ARTICLE 12.04 PARKING

§ 12.04.002 No parking zones.

(a) From and after the erection of appropriate signs as provided herein, it shall be unlawful and an offense for any person to park, leave or stand any motor vehicle on those portions of the streets indicated as follows:

(1) East and west side of Franklin Street from its intersection with Lancaster-Hutchins Road south four hundred thirteen feet (413’) to its intersection with Palestine Street.
(2) East and west sides of the 300 block of North Austin Street, from its intersection with East Dallas Street south three hundred four feet (304’) to the its intersection with East Hickman Street.

(3) North and south sides of East Hickman Street from the farthest eastern end of the roadway West two hundred eighty feet (280’) feet to a point of the intersection with the 200 block of North Austin, at its intersection with the 300 block of North Austin west two hundred eighty feet (280’) to the point of its intersection with the 200 block of North Austin.

(4) North or south side of Dowdy Ferry Rd. approximately 6,864 feet from IH 45 frontage road to the east city limits. It shall be unlawful and an offense for any person to leave, stand or park any motor vehicle at any time at any of the following locations:
   (A) Any improved or unimproved shoulders of IH 45 access roads contiguous to the northbound and southbound lanes of traffic within the city limits.

(5) East and west sides of South Main Street, from Palestine Street south 9,504 feet for the southern city limits with the City of Wilmer. Dowdy Ferry Road from a point 1,740 feet west of its intersection with Trout Road to a point 1,378 feet east of its intersection with Trout Road.

(6) Both sides of North Main Street from the intersection with Palestine Street northward approximately 2,212 feet to the intersection of Lancaster-Hutchins Road. Both sides of South Main Street, from Palestine Street south to Vanderbilt Road.

(7) Both sides of Palestine Street from the Intersection of IH 45 southbound frontage road west 5,122 feet to the point of its intersection with Lancaster-Hutchins Road. North side of Skyline Drive east of IH 45 Service Road to Oak Creek Drive. This restriction shall be for all motor driven vehicles; emergency units and personnel being exempt.

(8) It shall be unlawful and an offense for any person to leave, stand or park a motor vehicle at any time on both sides of Palestine Street from its intersection with the Interstate Highway 45 southbound frontage road west 5,122 feet to the point of its intersection with Lancaster-Hutchins Road.

(8) Any motor vehicle at any time on both sides of East Wintergreen from the northbound IH 45 access road to a point 4,987 feet east to the intersection of the 1600 block of Trout Road.

(9) Any motor vehicle at any time on both sides of Myron Goff Road from the 1000 block of Dowdy Ferry Road to a point 1,688 feet north to the intersection of the 1100 block of East Cleveland Road.

(10) Any motor vehicle at any time on East Cleveland Road from the intersection of IH 45 access road, to a point 7,165 feet east to the dead end of 1400 East Cleveland Road.

(11) Any motor vehicle at any time on both sides of Skyline Drive from its intersection with Oak Creek Drive east 3,650 feet to the point of the its intersection with Trout Road.
(12) Any motor vehicle at any time on both sides of Chapman Street from the its intersection with J. J. Lemmon Street east 2,313 feet to the point of the its intersection with N. Main Street.

(13) Any motor vehicle at any time on both sides of Trout Road from its intersection with Dowdy Ferry Road south 3,052 feet to the point of its intersection with E. Wintergreen Road.

(b) It shall be unlawful and an offense for any person to leave, stand or park any motor vehicle at any of the following locations:

(1) Any improved or unimproved shoulders of IH 45 access roads contiguous to the northbound and southbound lanes of traffic within the City of Hutchins incorporated city limits.

(2) It shall be unlawful to park a commercial semi-tractor, tractor-trailer rig, or any trailer of more than fifteen feet (15') in length on any public street or roadway for any purpose other than loading or unloading, and in no case shall a commercial semi-tractor, tractor-trailer rig, or any trailer of more than fifteen feet (15') be parked on a public street or roadway overnight.

(3) The chief of police or their his duly authorized representative is directed to erect appropriate signs indicating the prohibitions set out.

(4) These restrictions shall apply to all motor driven vehicles; emergency vehicles and personnel being exempt.”

SECTION 2. That the City of Hutchins Code of Ordinance is hereby amended by amending Chapter 12 titled “Traffic and Vehicles,” by amending Article 12.05 titled “Commercial and Oversized Vehicles” by amending Division 3 titled “Weight Limits; Truck Routes” by amending Section 12.05.092 titled “Designated Truck Routes; Defenses,” to read as follows

“ARTICLE 12.05 COMMERCIAL AND OVERSIZED VEHICLES

DIVISION 3 WEIGHT LIMITS; TRUCK ROUTES

...§ 12.05.092 Designated truck routes; defenses.

...

AMEND:

(b) Every U.S. and state highway and the following locations within the city are hereby designated truck routes
<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Myron Goff</td>
<td>From Dowdy Ferry to East Cleveland</td>
</tr>
<tr>
<td>E. Cleveland</td>
<td>From Interstate 45 to Republic Services</td>
</tr>
<tr>
<td>Lancaster-Hutchins Road</td>
<td>From W. Wintergreen eastward 2,635 feet</td>
</tr>
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<td>Millers Ferry Road</td>
<td>From Palestine Road to the south city limits</td>
</tr>
<tr>
<td>Dowdy Ferry Road</td>
<td>From east city limits to Interstate 45</td>
</tr>
<tr>
<td>Palestine Road</td>
<td>From Interstate 45 to <strong>Main Street Millers Ferry Road</strong></td>
</tr>
<tr>
<td>W. Wintergreen Road</td>
<td>From Interstate 45 to the west city limits and from Interstate 45 eastward for 1,050 feet</td>
</tr>
<tr>
<td>E. Wintergreen Road</td>
<td>From Interstate 45 eastward 2,797 feet</td>
</tr>
</tbody>
</table>

**AMEND:**

(c) It shall be a defense to prosecution under this article if the vehicle is:

... 

(6) A vehicle traveling to or from a location which is not on a designated truck route for the purpose of providing repair or maintenance service to the vehicle is operated over the shortest practicable route, and the operator of such vehicle has in his immediate possession evidence of the local destination and point of origin. A vehicle traveling from a place of origin or delivering goods to a point of final destination or place of repair, loading or unloading over the shortest practicable route. The operator of any such vehicle shall carry evidence of the location of its last stop, origin of trip and of its destination.

...”

**SECTION 3.** That all provisions of the ordinances of the City of Hutchins in conflict with the provisions of this ordinance be, and the same are hereby repealed and that all other provisions of the ordinances of the City of Hutchins not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 4.** That an offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Ordinances of the City of Hutchins, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 5.** That if any article, paragraph, subdivision, clause or provision of this ordinance as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid or unconstitutional.
SECTION 6. That any person, firm or corporation violating any of the provisions of this ordinance as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Hutchins, Texas, shall be subject to a fine not to exceed the sum of Five Hundred Dollars ($500.00) for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. That this ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

IT IS ACCORDINGLY SO ORDAINED.


CITY OF HUTCHINS, TEXAS

____________________________________
Mario Vasquez, Mayor

ATTEST:

______________________________
Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

______________________________
Joseph J. Gorfida, Jr., City Attorney
(07-26-2023:4856-7599-0127, v. 1)
No Parking Zones

Article 12.04
Texas transportation code 545.302 authorizes the following:

If the governing body of a municipality determines that it is necessary to improve the economic development of the municipality's central business district and that it will not adversely affect public safety, the governing body may adopt an ordinance regulating the standing, stopping, or parking of a vehicle.

The City of Hutchins has adopted ordinance 12.04.02 No parking zones.

a. From and after the erection of appropriate signs as provided herein, it shall be unlawful and an offense for any person to park, leave or stand any motor vehicle on those portions of the streets indicated as follows:
West side of Franklin Street from its intersection with Lancaster-Hutchins Road south four hundred thirteen feet (413’) to its intersection with Palestine Street.
East and west sides of the 300 block of North Austin Street, from its intersection with East Dallas Street south three hundred four feet (304’) to the intersection with East Hickman Street.
North and south sides of East Hickman Street from the farthest eastern end of the roadway West two hundred eighty feet (280’) feet to a point of the intersection with the 200 block of North Austin.
DOWDY FERRY ROAD

North or South side of Dowdy Ferry Rd. approximately 6,864 feet from IH 45 frontage road to the east city limits.
East and west sides of South Main Street, from Palestine Street south 9,504 feet for the southern city limits with the City of Wilmer.
Both sides of North Main Street from the intersection with Palestine Street northward approximately 2,212 feet to the intersection of Lancaster-Hutchins Road.
N. MAIN STREET. (cont...)
Both sides of Palestine Street from the Intersection of IH 45 southbound frontage road west 5,122 feet to the point of its intersection with Lancaster-Hutchins Road.
Any motor vehicle at any time on both sides of East Wintergreen from the northbound IH 45 access road to a point 4,987 feet east to the intersection of the 1600 block of Trout Road.
Any motor vehicle at any time on both sides of Myron Goff Road from the 1000 block of Dowdy Ferry Road to a point 1,688 feet north to the intersection of the 1100 block of East Cleveland Road.
Any motor vehicle at any time on East Cleveland Road from the intersection of IH 45 access road, to a point 7,165 feet east to the dead end of 1400 East Cleveland Road.
Any motor vehicle at any time on both sides of Skyline Drive from its intersection with Oak Creek Drive east 3,650 feet to the point of the intersection with Trout Road.
Any motor vehicle at any time on both sides of Chapman Street from the intersection with J. J. Lemmon Street east 2,313 feet to the point of the intersection with N. Main Street.
Any motor vehicle at any time on both sides of Trout Road from its intersection with Dowdy Ferry Road south 3,052 feet to the intersection with E. Wintergreen Road.
(b) It shall be unlawful and an offense for any person to leave, stand or park any motor vehicle at any of the following locations:

(1) Any improved or unimproved shoulders of IH 45 access roads contiguous to the northbound and southbound lanes of traffic within the City of Hutchins incorporated city limits.

(2) It shall be unlawful to park a commercial semi-tractor, tractor-trailer rig, or any trailer of more than fifteen feet (15’) in length on any public street or roadway for any purpose other than loading or unloading, and in no case shall a commercial semi-tractor, tractor-trailer rig, or any trailer of more than fifteen feet (15’) be parked on a public street or roadway overnight.

(3) The chief of police or their duly authorized representative is directed to erect appropriate signs indicating the prohibitions set out.

(4) These restrictions shall apply to all motor driven vehicles; emergency vehicles and personnel being exempt.”
683.002. ABANDONED MOTOR VEHICLE. (a) For the purposes of this chapter, a motor vehicle is abandoned if the motor vehicle:

(1) is inoperable, is more than five years old, and has been left unattended on public property for more than 48 hours;

(2) has remained illegally on public property for more than 48 hours;

(3) has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours;

(4) has been left unattended on the right-of-way of a designated county, state, or federal highway for more than 48 hours;

(5) has been left unattended for more than 24 hours on the right-of-way of a turnpike project constructed and maintained by the Texas Turnpike Authority division of the Texas Department of Transportation or a controlled access highway; or

(6) is considered an abandoned motor vehicle under Section 644.153(r).
Sec. 545.305. REMOVAL OF UNLAWFULLY STOPPED VEHICLE. (a) A peace officer listed under Article 2.12, Code of Criminal Procedure, or a license and weight inspector of the department may remove or require the operator or a person in charge of a vehicle to move a vehicle from a highway if the vehicle:

(1) is unattended on a bridge, viaduct, or causeway or in a tube or tunnel and the vehicle is obstructing traffic;
(2) is unlawfully parked and blocking the entrance to a private driveway;
(3) has been reported as stolen;
(4) is identified as having been stolen in a warrant issued on the filing of a complaint;
(5) is unattended and the officer has reasonable grounds to believe that the vehicle has been abandoned for longer than 48 hours;
(6) is disabled so that normal operation is impossible or impractical and the owner or person in charge of the vehicle is:
(A) incapacitated and unable to provide for the vehicle's removal or custody; or
(B) not in the immediate vicinity of the vehicle;
(7) is disabled so that normal operation is impossible or impractical and the owner or person in charge of the vehicle does not designate a particular towing or storage company;
(8) is operated by a person an officer arrests for an alleged offense and the officer is required by law to take the person into custody; or
(9) is, in the opinion of the officer, a hazard, interferes with a normal function of a governmental agency, or because of a catastrophe, emergency, or unusual circumstance is imperiled.
Truck Routes
Local authorities may adopt traffic regulations controlling the movement of trucks on public roads within their jurisdiction consistent with state law.

By passage and enforcement of a city/ordinance/resolution, a city may reroute trucks from a certain highway route within their corporate limits to alternate highway routes within their city limits.
The Texas Department of Transportation (TxDOT) has no legal authority to prohibit the use of any highway by any class of vehicle. In other words, TxDOT cannot discriminate between types of vehicles as long as they are within the weight and size limits established by law.

TxDOT’s authority is covered in the Texas Transportation Code, Chapter 201, Subchapter K, Section 201.901, “Prohibiting Use of Highway Road.”
Every U.S. and state highway and the following locations within the city are hereby designated truck routes

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</table>
12.05.092 designated truck route defense to prosecution:

(1) An authorized emergency vehicle;
(2) A vehicle operated by a public utility performing utility inspection, utility maintenance or utility repair activities on utility facilities within the city and owned or operated by that utility and such utility facilities are located off the designated truck routes as defined in this division;
(3) A vehicle owned and operated by or for the city performing a public service, including but not limited to trash collection vehicles and street and water utility repair and maintenance vehicles;
(4) A school bus or a bus operated by a mass transit authority;
(5) A towable recreational vehicle; or
(6) To a commercial motor vehicle traveling from a place of origin or delivering goods to a point of final destination or place of repair, loading or unloading over the shortest practicable route. The operator of any such vehicle shall carry evidence of the location of its last stop, origin of trip and of its destination.
MEETING DATE:  August 7, 2023  
SUBMITTED BY:  Robert McWayne, Interim Director of Public Works  
AGENDA ITEM:  F.6.  
AGENDA CAPTION: Discuss and consider Resolution R2023-1128 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND ADOPTING THE AMENDED STANDARD CONSTRUCTION DETAILS DATED AUGUST 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

Background Information

Staff acquired Birkhoff, Hendricks and Carters services to update and improve the City of Hutchins Standard Construction Details as they were outdated and lacking needed information for developers looking to construct in the City. Staff from Public Works, Community Development and The Fire Department have all reviewed and added to the updated standards and all feel that this is a much needed update. A copy of the updated standards is available for viewing in the Director of Public Works office and, if approved, will be posted on the city website.

Budget Implications

N/A

Operational Impact

By adopting the updated standards, it will make working with future developers easier and help to ensure that everything going forward is built to a better standard.

Legal Review

The City Attorney reviewed this item to prepare the resolution.

Staff Recommendation

Staff recommends approving resolution R2023-1128 to adopt the updated construction standards.

Supporting Documentation and Attachments

1.  R2023-1128 Approving and Adopting Amended Standard Construction Details (August 2023)
CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2023-1128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND ADOPTING THE AMENDED STANDARD CONSTRUCTION DETAILS DATED AUGUST 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with the proposed amended Standard Construction Details dated August 2023; and

WHEREAS, the City Council finds that it is in the public interest to approve the amended Standard Construction Details; and

WHEREAS, upon full review and consideration of the Standard Construction Details, and all matters related thereto, the City Council is of the opinion and finds that the Standard Construction Details should be approved and adopted;

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

SECTION 1. The Standard Construction Details dated August 2023 which are attached as Exhibit “A” are approved and adopted.

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 7th day of August 2023.

CITY OF HUTCHINS, TEXAS

____________________________________
Mario Vasquez, Mayor

ATTEST:

____________________________________
Cynthia Olguin, City Secretary
(07-17-2023: ND 4853-6664-4849, v. 1)
EXHIBIT “A”
Standard Construction Details dated August 2023
MEETING DATE: August 7, 2023
SUBMITTED BY: Robert McWayne, Interim Director of Public Works
AGENDA ITEM: F.7.
AGENDA CAPTION: Discuss and consider Resolution R2023-1129 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ADOPTING AND ALLOCATING THE GRANT AMOUNT OF $40,000 AWARDED BY THE NATIONAL FITNESS CAMPAIGN (NFC) FOR AN OUTDOOR FITNESS COURT FOR THE CITY’S RESIDENTS AND VISITORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Background Information

On June 20, 2023, staff presented council with the National Fitness Campaign Grant and council indicated that they would like staff to proceed with applying for the grant. We sent in our application and on June 30, 2023, we were awarded the grant. The next step in the program is to have the Council, if they are still interested, officially adopt the grant by resolution.

Budget Implications

$140,000 to $220,000

Operational Impact

N/A

Legal Review

The attorney prepared the resolution

Staff Recommendation

Staff recommends that if the Council still wants the funding, they approve the resolution as prepared by the Attorney.

Supporting Documentation and Attachments

1. Hutchins, TX - 2023 Notice of Award & Grant Program Requirements (1)
2. R2023-1129 Approving National Fitness Campaign Grant $40,000
Congratulations!

Hutchins, TX has been selected as a 2023 BCBS Texas Campaign Grant Recipient!

Dear Robert,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Hutchins, TX has been selected as a grant eligible partner in the 2023 BCBS Texas Campaign! This notification letter confirms eligibility for one (1) 2023 NFC Grant of $40,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year’s campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The $40,000 Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council, and a countersigned copy of the attached formal GPR document within 30 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community’s local adoption and funding processes, we have assigned a Partnership Manager – Sean Grealy – as your dedicated partner and champion in support of this partnership. Over the coming months, Sean will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2023 BCBS Texas Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what’s ahead:

- **Fitness Court® Launch** – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- **Classes & Challenges** – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- **Press & Promotions** – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2023 BCBS Texas Campaign, and we look forward to making world-class fitness free in Hutchins, TX!

Best in Fitness,

Mitch Menaged, Founder
Hutchins, TX - National Fitness Campaign
2023 Funding Cycle Grant Program Requirements (G.P.R.)

MILESTONE 1: ADOPTION
- **Summary:** Commit to project adoption and confirm matching funding
- **Requirement:** Council/Board Resolution of Adoption
- **Deadline:** 8/8/2023

MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED
- **Summary:** Execute budgeting and fundraising plan (as needed) and confirm total required funding
- **Requirement:** Funding confirmation document submitted to NFC for remaining program funding (typically P.O)*
  *Refer to Official Quote and Funding Requirements Summary for details
- **Deadline:** 8/17/2023

MILESTONE 3: SHIPMENT FOR STORAGE
- **Summary:** Identify Fitness Court® storage location and schedule Fitness Court® delivery
- **Requirement:** Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for program funds
- **Deadline:** 8/18/2023 to 9/8/2023

MILESTONE 4: INSTALL CONCRETE SLAB & ART APPROVAL
- **Summary:** Review slab drawings & schedule concrete installer, confirm Fitness Court orientation, Approve art print preview
- **Requirement:** Install concrete slab (cure time of 28 days before Fitness Court® installation)
- **Deadline:** October - pending weather

MILESTONE 5: FITNESS COURT® ASSEMBLY
- **Summary:** Select Fitness Court® Assembly Team - NFC’S Installation Network is recommended, (includes art install)
- **Requirement:** Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
- **Deadline:** November - pending weather

MILESTONE 6: PRESS LAUNCH CEREMONY
- **Summary:** hold Fitness Court® press launch event & ribbon cutting
- **Requirement:** Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline:** December - pending weather

___________________________________________
Trent Matthias, Director
National Fitness Campaign

It is noted by the National Fitness Campaign and the municipality, school or organization listed above that this document in no way constitutes a binding agreement, or requirement to proceed with the NFC Program at any time. Formal commitment occurs upon receipt of complete local match funding by the program awardee, with submission of Funding Confirmation Documentation to National Fitness Campaign.
CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2023-1129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ADOPTING AND ALLOCATING THE GRANT AMOUNT OF $40,000 AWARDED BY THE NATIONAL FITNESS CAMPAIGN (NFC) FOR AN OUTDOOR FITNESS COURT FOR THE CITY’S RESIDENTS AND VISITORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hutchins submitted a Grant Application to National Fitness Campaign (NFC) for participation in their 2023 initiative to install and activate outdoor Fitness Courts® in 200 cities and schools across the country, and;

WHEREAS, the City of Hutchins will accept a $40,000 National Grant from the NFC Grant Committee and Statewide Partners, and provide a local match in the amount of $______________ to promote and implement a free to the public outdoor Fitness Court®, and;

WHEREAS, the City of Hutchins will secure supplemental funding as needed through community sponsors, which will be made available and committed to this program for the purchase of the outdoor Fitness Court®, and;

WHEREAS, the City of Hutchins will commit to construction and launch of the outdoor Fitness Court® by the end of the 2023 calendar year, and;

WHEREAS, the City Council is of the opinion and finds that the outdoor Fitness Court® is an important wellness ecosystem that supports healthier communities, commits to funding/fundraising to participate in NFC’s 2023 Campaign, and will earn local and national recognition as a leader in providing affordable health and wellness.

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

SECTION 1. The City Council will collaborate with NFC to implement the outdoor Fitness Court® and make fitness free to the City’s residents and visitors.

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 7th day of August 2023.
CITY OF HUTCHINS, TEXAS

______________________________
Mario Vasquez, Mayor

ATTEST:

______________________________
Cynthia Olguin, City Secretary
(07-17-2023: ND 4878-1460-9265, v. 1)
MEETING DATE: August 7, 2023
SUBMITTED BY: Robert McWayne, Interim Director of Public Works
AGENDA ITEM: F.8.
AGENDA CAPTION: Discuss and consider Resolution R2023-1130 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 RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP, FOR THE DESIGN OF TWO (2) GATEWAY SIGNS; AND PROVIDING FOR AN EFFECTIVE DATE.

Background Information

On May 18th 2023, City Council chose a design for the entryway signs that are to be placed at the I-45 and Dowdy Ferry/Palestine intersections. City staff is looking to acquire the services of Ron Hobbs Architecture firm to design a sign similar to the one chosen at the council retreat.

Budget Implications

Total Architectural & Engineering Fee: $14,750.00

Operational Impact

N/A

Legal Review

The attorney reviewed the PSA and scope of work to prepare the resolution.

Staff Recommendation

Staff recommends approving the agreement with Ron Hobbs Architecture to design and oversee construction of the new entryway signs.

Supporting Documentation and Attachments

1. EntrywaySign25
2. R2023-1130 Approving Ron Hobbs Architecture & Interior Design LLP Agreement for Professional Svcs (Gateway Signs)
3. 20230323-HUTCHINS Form Professional Services Agreement-134178 (002) - Gateway Signs
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 RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP, FOR THE DESIGN OF TWO (2) GATEWAY SIGNS; 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 by and between the City of Hutchins and Ron Hobbs Architecture & Interior Design LLP (the “Agreement”) for the design of two (2) gateway signs; and

WHEREAS, the City Council finds that it is in the public interest to approve the Agreement; 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 7th day of August 2023.
CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(07-26-2023; ND 4874-0039-6146, v. 1)
Recitals:

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

WHEREAS, Professional desires to render professional architectural services for the design of two (2) gateway signs, as more fully described in the Scope of Services attached hereto as Exhibit “A” 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
Term

1.1 The Term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein to the satisfaction of City, 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, 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
Contract Documents

2.1 This Agreement consists of the following items:

A. This Agreement; and

B. Professional’s Scope of Work for services provided to the City (attached as Exhibit “A”)

STATE OF TEXAS

AGREEMENT FOR PROFESSIONAL SERVICES

COUNTY OF DALLAS

This Agreement for Professional Planning Services (“Agreement”) is made by and between the City of Hutchins, Texas (“City”) and RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP, (“Professional”) acting by and through their authorized representatives.
Article III
Scope of Services

2.1 Professional shall provide the services specifically set out in Exhibit “A.”

2.2 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

2.3 All materials and reports prepared by Professional in connection with this Agreement are “works for hire” and shall be the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with Professional Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City.

Article IV
Schedule of Work

Professional agrees to commence services upon written direction from City and to complete the required services in accordance with a work schedule established by City (the “Work Schedule”).

Article V
Compensation and Method of Payment

5.1 City shall compensate Professional as set forth in Exhibit “A.” Professional shall invoice City on a monthly basis for the services performed. Payments shall be made to Professional within thirty (30) days of receiving Professional’s invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Professional shall not proceed with any task until receiving a work order from City. Issuance of work orders under this Agreement shall be at the sole discretion of City.

5.2 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.

Article VI
Suspension of Work

The City shall have the right to immediately suspend work by Professional if the City determines in its sole discretion that Professional has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Professional shall be suspended until Professional has taken satisfactory corrective action.
Article VII
Devotion of Time; Personnel; and Equipment

7.1 Professional 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, Professional 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.

7.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

7.3 Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VIII
Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Professional 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 City. Professional shall supervise the performance of her services and shall be entitled to control the manner and means by which her services are to be performed, subject to the terms of this Agreement. As such, the City shall not: train Professional, require Professional to devote her full-time services to City, or dictate Professional’s sequence of work or location at which Professional performs her work.

Article IX
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 Professional may only be compensated 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 X
Insurance

(a) Professional shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than $1,000,000 per occurrence for injury to persons (including death), and for property damage; (2) 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; and (3) statutory Worker’s Compensation Insurance covering all of Professional’s employees involved in the provision of services under this Agreement.

(b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name City, its officers, agents 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, non-renewal, or material change 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.

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

(d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article XI
Indemnification

PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, 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 THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANTS AND CONTRACTORS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.
INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS’ FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL’S LIABILITY.

THE 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.

Article XII
Miscellaneous

12.1 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.

12.2 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.

12.3 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by the Professional 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.

12.4 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.

12.5 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. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

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

12.7 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.
12.8 **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.

12.9 **Recitals.** The recitals to this Agreement are incorporated herein.

12.10 **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, 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:

________________________ Name of Entity
Attn: ____________________ Contact
________________________ Address
Phone: (___) ____________

12.11 **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.

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

12.13 **Audits and Records.** Professional 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 Professional’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.

12.14 **Conflicts of Interests.** Professional represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.
12.15 **Compliance with Federal, State & Local Laws.** Professional 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.

12.16 **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.

12.17 **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.

*(signature page to follow)*
EXECUTED this _______ day of ____________________, 20____.

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 134178)

EXECUTED this _______ day of ____________________, 202____.

[Professional Name]

By: _________________  
Name: Ron Hobbs, AIA  
Title:  Managing Partner
EXHIBIT “A”
Scope of Services

BASIC ARCHITECTURAL/ENGINEERING SERVICES: Basic Architectural/Engineering Services will include the following phases of work:

Design Phase: The Architect shall review the Architectural Design Program and data and other information furnished by the Owner. The Architect shall evaluate the Owner’s program to ascertain the requirements of the Project. The Architect shall notify the Owner of any inconsistencies discovered in the information and other information or consulting services that may be reasonably needed for the Project.

The Architect will use the Owner’s Architectural Design Program to develop design concepts for the Project. Design Documents shall consist of drawings and other documents including a site plan, landscape plan, and, if appropriate, preliminary sections and elevations. Documents may also include some combination of sketches or digital representations. During the Design Phase the Architect will also make preliminary selections for materials.

Presentation drawings will be prepared that may include renderings or other artwork by graphic artists if requested and authorized by the Owner.

Construction Documents Phase: Based on the Owner’s approval of the Design Phase, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Phase documents and shall consist of drawings and specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project. The Architect shall also assist the Owner by preparing the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

At the completion of the Construction Documents Phase, the Architect will register the project with the State of Texas and submit the final construction documents to a Registered Accessibility Specialist for review.

The CD’s will become the part of the Construction Contract that defines and establishes the scope of work required for the project. Construction Documents will also be used to:

- Obtain bids from contractors
- Obtain a building permit
- Receive approval from the State of Texas regarding accessibility requirements
- Construct the Project

Bidding/Procurement Phase: The Architect, following the Owner’s approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding construction contracts. During this phase the Architect will:

- Provide copies of the Construction Documents to the Owner, contractors, and/or the construction manager
- Attend/Conduct a Pre-Bid Conference
- Answer questions from bidders
- Prepare and issue any addenda
• Assist the Owner in receiving bids or proposals

Construction Administration Phase: After bids are accepted and a construction contract is signed, the Construction Administration Phase of work will begin. The Architect’s responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at either the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

The Architect shall provide administration of the Contract for Construction as set forth below and in the current edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

During the Construction Administration Phase, the Architect will:

• Participate in a Preconstruction Conference
• Review and process submittals
• Review, process, and answer contractor generated Requests for Information (RFIs)
• Prepare and issue Architectural Supplement Instructions (ASIs)
• Attend construction progress meetings
• Make job site visits to observe the progress
• Report to the Owner via field reports and progress photos
• Assist in preparing a punch list

ADDITIONAL SERVICES: All Additional Services must be authorized by Owner prior to the service being performed. The following items are not included in the Basic Architectural Services and shall be considered Additional Services:

• Services of structural, mechanical, electrical, plumbing, and/or civil engineers
• Changing and/or modifying previously approved drawings.
• Preparing drawings, documents, and applications for approvals relating to land-use permits and zoning cases.
• Board of Adjustments hearings, and/or environmental studies and/or attending public meetings, and hearings required for approvals of governmental authorities or others having jurisdiction over the Project
• Services of any consultants not included and identified in Basic Services
• Platting or Surveys
• Environmental studies (Soils, Hazardous Materials, etc.)
• Detailed construction cost estimates
• Preparation of measured drawings for existing conditions
• Preparation of “Record or As-built Documents”
• Preparation of additional drawings, specifications, and other materials associated with Owner generated Change Orders

COMPENSATION:

Basic Architectural Services of the Architect: Compensation for Basic Services shall be a fixed fee as follows:
Services of the Architect: $8,750
Services of the Structural Engineer: $2,500
Services of the Electrical Engineer: $3,500

Total Architectural & Engineering Fee: $14,750

Additional Services: Compensation for Additional Services shall be based upon a negotiated fee for the additional work to be performed or shall be billed hourly. All additional services must be authorized by Owner prior to the service being performed. Compensation for Additional Services of the Architect’s consultants shall be the amount invoiced to the Architect plus ten percent (10%).

HOURLY RATES: The hourly billing rates for services of the Architect and the Architect’s employees are set forth below.

- Principal Time: $150.00/hour
- Senior Architect: $125.00/hour
- Interior Designer: $125.00/hour
- Project Manager: $115.00/hour
- Technical: $90.00/hour

For the purposes of this Proposal Ron Hobbs and Wadona Stich are principals.

COMPENSATION BY PHASES: The proportion of compensation for each phase of services shall be as follows:

- Design Phase: Thirty percent (30%)
- Construction Documents Phase: Forty five percent (45%)
- Bidding Phase: Five percent (5%)
- Construction Administration Phase: Twenty Percent (20%)

Total Basic Compensation: One Hundred percent (100%)

REIMBURSABLE EXPENSES: Reimbursable expenses incurred by the Architect and the Architect’s consultants (printing, plotting, renderings and artwork by graphic artists, delivery charges, TAS filing fees) are in addition to the base fee and will be billed at a rate of 1.1 x the expense.
This Agreement for Professional Services ("Agreement") is made by and between the City of Hutchins, Texas ("City") and RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP, 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 the design of landscaping at the Hutchins Community Center, Hutchins Atwell Public Library, and Hutchins Economic Development Corporation (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:  
City of Hutchins, Texas  
Attn: James W. Quin  
City Administrator  
321 North Main Street  
P. O Box 500  
Hutchins, Texas 75141  
Phone: (972) 225-6121

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

If intended for Professional:

Ron Hobbs Architecture & Interior Design, LLP:  
Attn: Ron Hobbs  
614 West Main Street, Suite 200  
Phone: (972) 494-0174

Name of Entity  
Contact  
Address

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 $1,000,000.00 per claim and $1,000,000.00 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 herof 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__.

Ron Hobbs Architecture & Interior Design, LLP

By: __________________________________________
   Name: Ron Hobbs
   Title: Managing Partner
EXHIBIT “A”
SCOPE OF WORK

BASIC ARCHITECTURAL/ENGINEERING SERVICES: Basic Architectural/Engineering Services will include the following phases of work:

Design Phase: The Architect shall review the Architectural Design Program and data and other information furnished by the Owner. The Architect shall evaluate the Owner’s program to ascertain the requirements of the Project. The Architect shall notify the Owner of any inconsistencies discovered in the information and other information or consulting services that may be reasonably needed for the Project.

The Architect will use the Owner’s Architectural Design Program to develop design concepts for the Project. Design Documents shall consist of drawings and other documents including a site plan, landscape plan, and, if appropriate, preliminary sections and elevations. Documents may also include some combination of sketches or digital representations. During the Design Phase the Architect will also make preliminary selections for materials.

Presentation drawings will be prepared that may include renderings or other artwork by graphic artists if requested and authorized by the Owner.

Construction Documents Phase: Based on the Owner’s approval of the Design Phase, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Phase documents and shall consist of drawings and specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project. The Architect shall also assist the Owner by preparing the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

At the completion of the Construction Documents Phase, the Architect will register the project with the State of Texas and submit the final construction documents to a Registered Accessibility Specialist for review.

The CD’s will become the part of the Construction Contract that defines and establishes the scope of work required for the project. Construction Documents will also be used to:

- Obtain bids from contractors
- Obtain a building permit
- Receive approval from the State of Texas regarding accessibility requirements

Bidding/Procurement Phase: The Architect, following the Owner’s approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding construction contracts. During this phase the Architect will:

- Provide copies of the Construction Documents to the Owner, contractors, and/or the construction manager
- Attend/Conduct a Pre-Bid Conference
- Answer questions from bidders
- Prepare and issue any addenda
- Assist the Owner in receiving bids or proposals
**Construction Administration Phase:** After bids are accepted and a construction contract is signed, the Construction Administration Phase of work will begin. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at either the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

The Architect shall provide administration of the Contract for Construction as set forth below and in the current edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

During the Construction Administration Phase, the Architect will:

- Participate in a Preconstruction Conference
- Review and process submittals
- Review, process, and answer contractor generated Requests for Information (RFIs)
- Prepare and issue Architectural Supplement Instructions (ASIs)
- Attend construction progress meetings
- Make job site visits to observe the progress
- Report to the Owner via field reports and progress photos
- Assist in preparing a punch list

**ADDITIONAL SERVICES:** All Additional Services must be authorized by Owner prior to the service being performed. The following items are not included in the Basic Architectural Services and shall be considered Additional Services:

- Services of structural, mechanical, electrical, plumbing, and/or civil engineers
- Changing and/or modifying previously approved drawings.
- Preparing drawings, documents, and applications for approvals relating to land-use permits and zoning cases.
- Board of Adjustments hearings, and/or environmental studies and/or attending public meetings, and hearings required for approvals of governmental authorities or others having jurisdiction over the Project
- Services of any consultants not included and identified in Basic Services
- Platting or Surveys
- Environmental studies (Soils, Hazardous Materials, etc.)
- Detailed construction cost estimates
- Preparation of measured drawings for existing conditions
- Preparation of “Record or As-built Documents”
- Preparation of additional drawings, specifications, and other materials associated with Owner generated Change Orders

**COMPENSATION:**

*Basic Architectural Services of the Architect:* Compensation for Basic Services shall be a fixed fee of Ten Thousand Eight Hundred Fifty Dollars ($10,850).

*Additional Services:* Compensation for Additional Services shall be based upon a negotiated fee for the
additional work to be performed or shall be billed hourly. All additional services must be authorized by Owner prior to the service being performed. Compensation for Additional Services of the Architect’s consultants shall be the amount invoiced to the Architect plus ten percent (10%).

**HOURLY RATES:** The hourly billing rates for services of the Architect and the Architect’s employees are set forth below.

- Principal Time: $150.00/hour
- Senior Architect: $125.00/hour
- Interior Designer: $125.00/hour
- Project Manager: $115.00/hour
- Technical: $90.00/hour

For the purposes of this Proposal Ron Hobbs and Wadona Stich are principals.

**COMPENSATION BY PHASES:** The proportion of compensation for each phase of services shall be as follows:

- Design Phase: Thirty percent (30%)
- Construction Documents Phase: Forty five percent (45%)
- Bidding Phase: Five percent (5%)
- Construction Administration Phase: Twenty Percent (20%)
- Total Basic Compensation: One Hundred percent (100%)

**REIMBURSABLE EXPENSES:** Reimbursable expenses incurred by the Architect and the Architect’s consultants (printing, plotting, renderings and artwork by graphic artists, delivery charges, TAS filing fees) are in addition to the base fee and will be billed at a rate of 1.1 x the expense.
CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2023-1131

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 RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP, TO ASSIST THE CITY IN THE DESIGN OF LANDSCAPING AT THE HUTCHINS COMMUNITY CENTER, HUTCHINS ATWELL PUBLIC LIBRARY, AND HUTCHINS ECONOMIC DEVELOPMENT CORPORATION; 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 by and between the City of Hutchins and Ron Hobbs Architecture & Interior Design LLP to assist the City in the design of landscaping at the Hutchins Community Center, Hutchins Atwell Public Library, and Hutchins Economic Development Corporation (the “Agreement”); and

WHEREAS, the City Council finds that it is in the public interest to approve the Agreement; 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 7th day of August 2023.
CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(07-13-2023; ND 4869-7091-6720)
EXHIBIT “A”
Agreement for Professional Services
MEETING DATE: August 7, 2023
SUBMITTED BY: Karen Steward, Director of Human Resources
AGENDA ITEM: F.10.
AGENDA CAPTION: Consider Resolution R2023-1132 AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACTUAL AGREEMENT RELATED TO FINANCIAL SERVICES WITH WILLIAM WOOTEN; APPROPRIATING FUNDS FROM THE FISCAL YEAR 2022-2023 BUDGET; AND ESTABLISHING AN EFFECTIVE DATE.

Background Information
William Wooten resigned effective 08-04-2023. This contract will ensure that the new Finance Director has any assistance she may need in her transition.

Budget Implications
Up to $30,000

Operational Impact
n/a

Legal Review

Staff Recommendation
Staff recommends passing this resolution

Supporting Documentation and Attachments
1. R2023-1132 Financial Services with W Wooten
2. W Wooten Consultant Serv Agreement 8-4-2023
WHEREAS, William Wooten has served the City of Hutchins as Finance Director since June 2022 in an exceptional manner; and

WHEREAS, William Wooten, has resigned from full-time employment with the City of Hutchins effective August 4, 2023; and

WHEREAS, the City of Hutchins seeks to ensure the overall financial well-being of the organization and desires to retain Mr. Wooten’s expertise, knowledge, and skills as the City seeks to transition a new Finance Director; and

WHEREAS, The City of Hutchins seeks to engage in a Consultant Services Agreement with Mr. Wooten as an independent contractor and not as an employee from August 7, 2023 until December 31, 2023 in accordance with the terms and conditions set forth in a Consultant Services Agreement; and

WHEREAS, Consultant desires to render consulting services for the City by providing financial management services on an “as needed” basis for duties including but not limited to completion and implementation of FY 2023/2024 budget; assist with FY 2022/2023 audit; assist in the transition of the newly hired Financial Director; assist with all grants; consult regarding utility billing and resolution of customer questions regarding water bill; assist with monthly finance reports; completion of transfers for funding including debt and TexStar/TexPool; and such other duties and functions as the City Administrator may assign, and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Mr. Wooten shall invoice the City for services performed on a bi-weekly basis. Payments shall be made to Consultant upon receipt of invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed at a rate of $125 per hour not to exceed $30,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS that the City Council hereby authorizes and directs the City Administrator, to execute a consultant services agreement with William Wooten for financial services on an as needed basis until December 31, 2023 at an hourly rate of $125 not to exceed $30,000.
PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL on this 7th day of August 2023.

APPROVED:

__________________________
MARIO VASQUEZ, MAYOR

ATTEST:

__________________________
CYNTHIA OLGUIN, CITY SECRETARY
STATE OF TEXAS  
COUNTY OF DALLAS  

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is made by and between City of Hutchins, Texas ("City") and William Wooten ("Consultant"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Recitals:

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

WHEREAS, Consultant desires to render consulting services for the City by providing financial management services on an "as needed" basis, and in accordance with the terms and conditions set forth in this Agreement;

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

Article I  
Term

1.1 The Term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue through December 31, 2023, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving ten (10) days prior written notice to the other Party. In the event of such termination, Consultant shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Article II  
Scope of Services

2.1 Consultant shall perform the following consulting services on an "as needed" basis for the City:

(a) Assist in the transition of the newly hired Financial Director;
(b) Completion and implementation of the FY 2023/2024 budget;
(c) Assist with FY 2022/2023 audit;
(d) Assist with all grants including revenue and expenditures;
(e) Consult regarding utility billing and resolution of customer questions regarding water bill;
(f) Assist with monthly financial reports;
(g) Completion of transfers for funding including debt and TexStar/ TexPool;
(h) Such other duties and functions that the City Administrator may assign.

2.2 Consultant shall not have any authority to commit or bind the City to any contractual or financial obligations without prior approval from the City.

2.3 During the term of this Agreement, Consultant shall not directly or indirectly disclose to an outside person or entity and shall not use for Consultant’s benefit or the benefit of others any material or information that the City deems "confidential".

Article III
Schedule of Work

3.1 Consultant agrees to commence services upon instruction from the City and shall complete the required services in accordance with a work schedule mutually agreed upon and established by the Parties.

Article IV
Compensation and Method of Payment

4.1 City shall compensate Consultant for services performed under this Agreement by payment of a fee in the amount of $125 per hour at an amount not to exceed $30,000.

4.2 Consultant shall invoice the City for services performed on a bi-weekly basis. Payments shall be made to Consultant upon receipt of invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed.

4.3 Consultant shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to all State and Federal applicable withholdings, copying and facsimile charges, telephone, internet and email charges.

Article V
Devotion of Time; Personnel; and Equipment

5.1 Consultant shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, Consultant shall make reasonable efforts to provide such additional services at mutually agreed upon, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for Consultant to perform the services under this Agreement, Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that Consultant may deem proper to aid or assist in the performance of the services.
under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Consultant.

5.3 Consultant shall furnish the vehicles, maintenance for vehicles, facilities, equipment, telephones, facsimile machines, software, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI
Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Consultant 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 Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant shall supervise the performance of her services and shall be entitled to control the manner and means by which her services are to be performed, subject to the terms of this Agreement. As such, the City shall not: train Consultant, require Consultant to devote her full-time services to the City, or dictate Consultant's sequence of work or location at which Consultant performs her work.

Article VII
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 Consultant may only be compensated 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 VIII
Miscellaneous

8.1 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.

8.2 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.

8.3 Assignment. Consultant may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Consultant 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.

8.4 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.
8.5 **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. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

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

8.7 **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.

8.8 **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.

8.9 **Recitals.** The recitals to this Agreement are incorporated herein.

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

**With Copy, to:**  
Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
1800 Ross Tower  
500 North Akard Street  
Dallas, Texas 75201  
Phone: (214) 965-9900

**If intended for Consultant, to:**

William Wooten  
2480 Del Largo Way  
Frisco, TX 75033  
Phone (214) 697-7368

8.11 **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

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**PAGE 4 | CITY OF HUTCHINS AND WILLIAM WOOTEN**  
**CONSULTANT SERVICES AGREEMENT**
any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

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

8.13 **Insurance.** Consultant shall maintain for the Term of this Agreement automobile liability insurance that meets the statutory minimum liability limits under the State of Texas financial responsibility laws.

8.14 **Indemnification.** The 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 CONSULTANT PURSUANT TO THIS AGREEMENT. CONSULTANT HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") 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 THE CITY. CONSULTANT AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONSULTANT'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONSULTANT, HER OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONSULTANT, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONSULTANT'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8.15 **Audits and Records.** Consultant agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Consultant'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 the City or date of termination if sooner.

8.16 **Conflicts of Interests.** Consultant represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.
8.17  **Compliance with Federal, State & Local Laws.** Consultant 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.

8.18  **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.

EXECUTED this 4th day of August 2023.

City of Hutchins, Texas
By: James Quin
James Quin, City Administrator

Consultant
By: William Wooten
William Wooten
Background Information

Budget Implications

Operational Impact

Legal Review

Staff Recommendation

Supporting Documentation and Attachments