CITY OF HUTCHINS
NOTICE OF CITY COUNCIL MEETING
Monday, August 21, 2023 - 6:30 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 21, 2023 at 6:30 p.m. at the Hutchins City Hall - Council Chamber located at 321 N. Main Street, Hutchins, Texas, at which time the following items will be discussed and considered:

As authorized by Section 551.071 of the Texas Government Code, the city council reserves the right to convene in Executive Session for the purpose of seeking confidential legal advice from the city attorney on any agenda item listed herein.

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.

D. PRESENTATIONS
   1. GIS Presentation
      Presented by: Katherine Lindsey, Assistant to the City Administrator
   2. Campbell Park update
      Presented by: Robert McWayne, Interim Director of Public Works

E. PUBLIC HEARINGS

F. REGULAR AGENDA
1. Discuss and consider Board and Commission appointments for 2023/2025.
   Presented by: Cynthia Olguin, City Secretary

2. Discuss and consider a reappointment to the Hutchins Atwell Public Library Board for the remainder of a term expiring in 2024.
   Presented by: Cynthia Olguin, City Secretary

3. Discuss and consider the reappointment of alternate member Don Presslor to a regular member seat of the Planning and Zoning Commission for the remainder of a term expiring in July 2024.
   Presented by: Cynthia Olguin, City Secretary

4. Discuss and consider Ordinance 2023-1177 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 3, TITLED "BUILDING REGULATIONS", BY AMENDING ARTICLE 3.11, TITLED "SIGNS" TO ADD REGULATIONS FOR CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS ($200.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.
   Presented by: Tim Rawlings, Building Official

5. Discuss and consider towing service options.
   Presented by: Steve Perry, Police Chief

6. Discuss and consider providing a letter of intent to Reliable Chevrolet for the purchase of vehicles.
   Presented by: Steve Perry, Police Chief

   Presented by: Steve Perry, Police Chief

8. Discuss and consider initiating a request for the annexation of Post Oak Road from the current city limit in front of the Lancaster Lake Club to Fulghum Road
   Presented by: Robert McWayne, Interim Director of Public Works

   Presented by: Robert McWayne, Interim Director of Public Works

10. Discuss and consider Ordinance 2023-1178 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A TITLED "FEE SCHEDULE" AND BY ADDING A NEW ARTICLE 13.102 TITLED "WATER METER TESTING FEES AND REREADS"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.
G.  ITEMS OF COMMUNITY INTEREST

1.  City Hall Closed, Monday, September 4, 2023 in observance of Labor Day

2.  City Council Meeting, Tuesday, September 5, 2023, at 6:30 p.m. at the Hutchins City Hall - Council Chamber, 321 N. Main St., Hutchins, TX 75141.

3.  City Council Meeting, Monday, September 18, 2023, at 6:30 p.m. at the Hutchins City Hall - Council Chamber, 321 N. Main St., Hutchins, TX 75141.

4.  Atwell Public Library Board meeting, September 19, 2023, at 6:30 p.m. at Hutchins City Hall - Council Chamber, 321 N. Main St., Hutchins, TX 75141.

5.  Planning and Zoning Commission meeting, September 21, 2023, at 6:00 p.m. at Hutchins City Hall - Council Chamber, 321 N. Main St., Hutchins, TX 75141.

H.  ADJOURNMENT

CERTIFICATION

I certify that a copy of the August 21, 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 Thursday, August 17, 2023, before 6:30 p.m.

Cynthia Olguin
City Secretary
MEETING DATE: August 21, 2023
SUBMITTED BY: Katherine Lindsey, Assistant to the City Administrator
AGENDA ITEM: D.1.
AGENDA CAPTION: GIS Presentation

Background Information

na

Budget Implications

Operational Impact

Legal Review

Staff Recommendation

na

Supporting Documentation and Attachments
Background Information

At the last meeting, Council requested updated pricing on a few items.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

N/A

Supporting Documentation and Attachments

1. Projects Cost
2. Uline_Pricing_Request_25092941_126831956_1
3. Hutchins_Kodiak_RCV_sign_SW_8.10.23
4. 2022_Hutchins_Campbell_Park_Aerial
5. 3 In 1 Pavilion
## Park Improvement Price Updates

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>ORIGINAL COST</th>
<th>UPDATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extension of Campbell Park trail</td>
<td>$135,000</td>
<td>$145,000</td>
</tr>
<tr>
<td>Trail Lighting</td>
<td>$25,000 to $30,000</td>
<td>$30,000 to $35,000</td>
</tr>
<tr>
<td>70’x80’ Reinforced slab for pavilion</td>
<td>$96,000</td>
<td>$44,000</td>
</tr>
<tr>
<td>Existing pavilion rehab 23’ X 40’</td>
<td>Patch work = $15,000</td>
<td>Full rebuild = $65,000</td>
</tr>
<tr>
<td>Restrooms ( upgrade to two stall unit )</td>
<td>$95,000</td>
<td>$137,000</td>
</tr>
<tr>
<td>52’ x 52’ Pavilion</td>
<td>$249,651.00</td>
<td>227,651.00</td>
</tr>
</tbody>
</table>
Thank you for your interest in Uline!

PROVIDED TO: HUTCHINS CITY OF  
610 W HICKMAN ST  
HUTCHINS TX 75141-3042

SHIP TO: HUTCHINS CITY OF  
610 W HICKMAN ST  
HUTCHINS TX 75141-3042

<table>
<thead>
<tr>
<th>CUSTOMER NUMBER</th>
<th>SHIP VIA</th>
<th>REQUEST DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>25092941</td>
<td>DROP SHIP FREIGHT</td>
<td>01/17/23</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>U/M</th>
<th>ITEM NUMBER</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EA</td>
<td>H-4408</td>
<td>ALUMINUM BLEACHERS - 15', 5 ROWS ITEM IS DROP SHIPPED</td>
<td>6,400.00</td>
<td>6,400.00</td>
</tr>
</tbody>
</table>

**NOTE:**

ATTENTION: ROBERT MCWAYNE

ADDITIONAL SHIPPING TIME IS REQUIRED FOR DROP SHIP ITEMS. PLEASE CONTACT CUSTOMER SERVICE FOR MORE INFORMATION.
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 textures 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@lbfooster.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. If 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 in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;
   2. 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. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. 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 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 retention 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. Flamingo 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, Hillisboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

   • F.O.B. 362 Waverly Road, Williamstown, 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.
**KODIAK — 10' 6" x 23' 8"**

Kodiak with chase has two multiuser fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.

<table>
<thead>
<tr>
<th>Added Cost Options</th>
<th>Price Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Price</strong></td>
<td>$104,085.00</td>
</tr>
<tr>
<td><strong>Final Connection to Utilities</strong></td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Optional Wall Texture - choose one</td>
<td></td>
</tr>
<tr>
<td>Split Face Block ($5,500)</td>
<td></td>
</tr>
<tr>
<td>Stone ($7,000)</td>
<td></td>
</tr>
<tr>
<td>Optional Roof Texture</td>
<td></td>
</tr>
<tr>
<td>Ribbed Metal</td>
<td></td>
</tr>
<tr>
<td>Stainless Steel Water Closet (each)</td>
<td></td>
</tr>
<tr>
<td>Qty: 3</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>Stainless Steel Lavatory (each)</td>
<td></td>
</tr>
<tr>
<td>Qty: 2</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Stainless Steel Urinal (each)</td>
<td></td>
</tr>
<tr>
<td>Qty: 1</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Electric Hand Dryer (each)</td>
<td></td>
</tr>
<tr>
<td>Qty: 2</td>
<td>$700.00</td>
</tr>
<tr>
<td>Electronic Flush Valve (each)</td>
<td></td>
</tr>
<tr>
<td>Qty: 3</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Electronic Lavatory Faucet (each)</td>
<td></td>
</tr>
<tr>
<td>Qty: 2</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Electronic Urinal Valve (each)</td>
<td></td>
</tr>
<tr>
<td>Qty: 1</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Paper Towel Dispenser (each)</td>
<td></td>
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<tr>
<td>Qty: 2</td>
<td>$350.00</td>
</tr>
<tr>
<td>Toilet Seat Cover Dispenser (each)</td>
<td></td>
</tr>
<tr>
<td>Qty: 3</td>
<td>$350.00</td>
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<tr>
<td>Sanitary Napkin Disposal Receptacle (each)</td>
<td></td>
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<tr>
<td>Qty: 2</td>
<td>$100.00</td>
</tr>
<tr>
<td>Baby Changing Table (each)</td>
<td></td>
</tr>
<tr>
<td>Qty: 2</td>
<td>$750.00</td>
</tr>
<tr>
<td>Skylight in Restroom (each)</td>
<td></td>
</tr>
<tr>
<td>Qty: 2</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Marine Grade Skylight in Restroom (each)</td>
<td></td>
</tr>
<tr>
<td>Qty: 2</td>
<td>$2,450.00</td>
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<tr>
<td>Marine Package (excluding fiberglass doors and frames)</td>
<td>$2,350.00</td>
</tr>
<tr>
<td>Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)</td>
<td>$6,600.00</td>
</tr>
<tr>
<td>Qty: 1</td>
<td></td>
</tr>
<tr>
<td>2K Anti-Graffiti Coating</td>
<td></td>
</tr>
<tr>
<td>Qty:</td>
<td>$4,000.00</td>
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<tr>
<td>Optional Door Closure (each)</td>
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</tr>
<tr>
<td>Qty: 2</td>
<td>$700.00</td>
</tr>
<tr>
<td>Fiberglass Entry and Chase Doors and Frames (each)</td>
<td>$3,300.00</td>
</tr>
<tr>
<td>Qty: 3</td>
<td></td>
</tr>
<tr>
<td>Timed Electric Lock System (2 doors- does not include chase door) (each)</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>Qty: 2</td>
<td></td>
</tr>
<tr>
<td>Exterior Frostproof Hose Bib with Box (each)</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Qty: 1</td>
<td></td>
</tr>
<tr>
<td><strong>Total for Added Cost Options:</strong></td>
<td>$13,250.00</td>
</tr>
</tbody>
</table>

**Custom Options:** Installation Surcharges (7,450)

**Engineering and State Fees:** $4,000.00

**Estimated One-Way Transportation Costs to Site (quote):** $7,950.00

**Estimated Tax:**

**Total Cost per Unit Placed at Job Site:** $136,735.00

**Estimated monthly payment on 5 year lease:** $2,748.37

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

**Robert C. Veals, Jr.**
**CXT Sales Representative**

**Digitally signed by Robert C. Veals, Jr.**
**Date: 2023.08.10 12:28:56 -07'00'**

---

I accept this quote. Please process this order.

**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

(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:
Approximate costs (70’ x 80’)

- Structure $35/sf. $196k.
- Foundation and slab, plain concrete 5600sf = $84k. $44k
- Lighting approximately $35k.
- Striping and equipment, basketball and pickleball, $20k.

Total estimated cost = $425,000
$381,000
MEETING DATE: August 21, 2023
SUBMITTED BY: Cynthia Olguin, City Secretary
AGENDA ITEM: F.1.
AGENDA CAPTION: Discuss and consider Board and Commission appointments for 2023/2025.

Background Information
In accordance with the City of Hutchins' Boards and Commissions Policies and Procedures, the Hutchins City Council met on August 7, 2023, to review candidate applications for the 2023/2025 board and commission appointments and consider appointments to be made at the next council meeting.

Attached is the list of candidates for reappointment and appointment to the following Boards and Commissions:

- Atwell Public Library Board
- Hutchins Economic Development Corporation
- Hutchins Parks and Recreation Board
- Hutchins Planning and Zoning Commission
- Hutchins Zoning Board of Adjustment and Building and Standards Commission

Budget Implications
N/A

Operational Impact
N/A

Legal Review

Staff Recommendation

Staff recommends council review the attached list and consider reappointment and appointments for the 2023/2025 terms.
Supporting Documentation and Attachments

1. 2023 Board Commission Appointments
2. Atwell Library Board applications 2023_Redacted
3. EDC Board applications 2023_Redacted
4. Parks Board applications 2023_Redacted
5. P&Z Commission applications 2023_Redacted
6. ZBA-Bld Standards Applications 2023_Redacted
2023 BOARDS/COMMISSION APPOINTMENTS

ATWELL PUBLIC LIBRARY BOARD:
Consider the appointments as regular members for two-year terms:

- Brenda Campbell
- Sherry Edwards
- Jessica Sanchez

HUTCHINS ECONOMIC DEVELOPMENT BOARD
Consider the appointments as regular members for two-year terms:

- Raymond Elmore
- Norma Harlin
- Demarcus Odom

HUTCHINS PARKS AND RECREATION BOARD
Consider the appointments as regular members for two-year terms:

- Place 1, Cecile Gardner
- Place 3, David Coleman
- Place 5, Brenda Campbell

Consider an appointment as an alternate member for a two-year term:

- Alternate 1, Demarcus Odom

HUTCHINS PLANNING AND ZONING COMMISSION
Consider the appointments as regular members for two-year terms:

- Tod Davis
- Marie Harris
- Joseph Matthews

HUTCHINS ZONING BOARD OF ADJUSTMENT AND BUILDING AND STANDARDS COMMISSION
Consider the appointments as regular members for two-year terms:

- Guy Crawford
- Lucille Hollis
- Dana Landry
- Simone Leffall
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 colgwin@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.

<table>
<thead>
<tr>
<th>Board or Commission you wish to serve: Check One (1):</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Atwell Public Library Board</strong></td>
</tr>
<tr>
<td><strong>Economic Development Corporation</strong></td>
</tr>
<tr>
<td><strong>Parks and Recreation Board</strong></td>
</tr>
<tr>
<td><strong>TIRZ – Tax Increment Financing Zone</strong></td>
</tr>
</tbody>
</table>

Applicant Information:

<table>
<thead>
<tr>
<th>(Ms./Mrs./Mr.) Last Name</th>
<th>First Name</th>
<th>MI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campbell</td>
<td>Brenda</td>
<td>L.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Address</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hutchins</td>
<td>75141</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Phone Number</th>
<th>Cell Phone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Resident of the City for ___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: 
   H.S. Grad.
   38 yrs office management 43 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**
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, 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:

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 THOSE REQUIREMENTS.

Board or Commission you wish to serve: Library Board

Applicant Information:

First Name: Sheri
Last Name: Edwards
Middle Initial: M
Home Address: 123 Main St
Home Phone Number: (555) 123-4567
Cell Phone Number: (555) 789-0123
Email Address: sheri.edwards@example.com

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: 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 1/13/23

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.

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:

Sanchez, Jessica R
(Ms./Mrs./Mr.) (Last Name) (First Name) (MI)
520 Ciaslight Drive, Hutchins TX 75141
Home Address Zip Code

469-438-2144 sanchez.jessicaraquel@gmail.com
Home Phone Number Cell Phone Number Email Address

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 Committee, 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

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1. 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: __________________

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

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

Applicant Information:

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

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:

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 ñ (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 ñ 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) ñ 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 ñ 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 ñ 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 ñ 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 ñ 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.
CITY OF HUTCHINS
BOARDS AND COMMISSIONS APPLICATION

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

<table>
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<tr>
<th>Atwell Public Library Board</th>
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</thead>
<tbody>
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<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:

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

______________________________
(First Name)

______________________________
(MI)

______________________________
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:
   Many great ideas for the people of Hutchins such as hoop, fairs, 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

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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
ECONOMIC DEVELOPMENT CORPORATION

2023/2025 Term

Candidate applications
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] Economic Development Corporation
- [ ] Building and Standards Commission
- [ ] Historical Society Board
- [ ] Parks and Recreation Board
- [ ] Planning and Zoning Commission
- [ ] TIRZ - Tax Increment Financing Zone
- [ ] Zoning Board of Adjustment

Applicant Information:

- [ ] Elmore
- [X] Raymond
- [ ] (Last Name)
- [ ] (First Name)
- [ ] A.

1523 Trout Rd. Hutchins, TX 75141

Home Address

972-225-1839

Home Phone Number

[Redacted]

Cell Phone Number

[Redacted]

Email Address

1. Resident of the City for ___ years. Are you a Qualified Registered Voter? [X] 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  [X] 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? [X] 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: ______________

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:

HARLIN

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

NORMA  

(First Name)  

J.  

(MI)

Home Address: Hutchins TX 75141

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:

PREVIOUS HEUC SERVICE!

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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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: __________

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:

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>MI</th>
</tr>
</thead>
<tbody>
<tr>
<td>OBM</td>
<td>DEMarius</td>
<td></td>
</tr>
</tbody>
</table>

Home Address: [Redacted]

Zip Code: 75141

Home Phone Number: [Redacted]

Cell Phone Number: [Redacted]

Email Address: [Redacted]

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:

Leakey 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:

Park 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?  ☐ YES  ☐ NO
9. Do you have knowledge regarding the Board/Commission you are applying to serve?  ☐ YES  ☐ NO

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I, [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 ___________________________ 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: __________________________

Rev. 04-2023
PARKS AND RECREATION BOARD

2023/2025 Term

Candidate applications
CITY OF HUTCHINS
BOARDS AND COMMISSIONS APPLICATION

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

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

Applicant Information:

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

Hutchins 75141
Home Address

Home Phone Number

Email Address

1. Resident of the City for 21 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 yr Office Management 1-2 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
   4 years 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

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 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: __________
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:

Gardner, Cecile M.

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

Home Address

Zip Code

Home Phone Number

Cell Phone Number

Email Address

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, DISD

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, 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: __________

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

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

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

Applicant Information:

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

Home Address

Zip Code

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:
   ELC 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.
   ELC 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**

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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 ____________

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

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</thead>
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</tr>
</tbody>
</table>

Applicant Information:

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>MI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coleman</td>
<td>David</td>
<td>M.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Address</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willow Grove Dr.</td>
<td>75141</td>
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</table>

<table>
<thead>
<tr>
<th>Home Phone Number</th>
<th>Cell Phone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>972-338-0634</td>
<td></td>
<td>Stonerduke <a href="mailto:1963@gmail.com">1963@gmail.com</a></td>
</tr>
</tbody>
</table>

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 and 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.

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<th>Board or Commission you wish to serve: Check One (1):</th>
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Applicant Information:

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<tr>
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<td>First Name</td>
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<tr>
<td></td>
<td>DAVIS</td>
<td>TOI</td>
</tr>
</tbody>
</table>

Home Address: Hutchins, 75141

<table>
<thead>
<tr>
<th>Home Phone Number</th>
<th>Cell Phone Number</th>
</tr>
</thead>
</table>

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, SERVED ON AZ FOR MANY YEARS

4. List any civic or community activities in which you have been involved. HELPER WITH CHRISTMAS 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.
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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___________________________, applicant for Boards/Commisions for the City of Hutchins, elect to:

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

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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: __________________________

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:

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 ___, ___. 5 years of yearly classes, been on __. Hutchins for ___ years.

4. List any civic or community activities in which you have been involved. Alumni of CPA - On Comprehensive 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. 
   Proposed appointment to Comprehensive plan Committee.
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:

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

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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 4-18-23

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: ___________
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</tbody>
</table>

Applicant Information:

Ms. Matthews
(First Name)

(Total Name)

Home Address
Hutchins, TX
Zip Code

Home Phone Number

Cell Phone Number

Email Address

1. Resident of the City for 17 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.

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

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

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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

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

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- 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:

(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/Coach

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 a 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

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, 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
- 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:

Nollis

(Last Name)

Lucille

(First Name)

(MI)

75141

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: Police Academy

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 Standards
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.

Luelle Hollis, 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: Luelle Hollis
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):

<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:

[Redacted]

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

Home Address

Home Phone Number

Cell Phone Number

Zip Code

Email Address

1. Resident of the City for 14 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

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, [Surname Leffel], 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 [Surname Leffel] Date Submitted April 30, 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

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
Zip Code

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
MEETING DATE: August 21, 2023  
SUBMITTED BY: Cynthia Olguin, City Secretary  
AGENDA ITEM: F.2.  
AGENDA CAPTION: Discuss and consider a reappointment to the Hutchins Atwell Public Library Board for the remainder of a term expiring in 2024. 

Background Information

In accordance with the City of Hutchins' Code of Ordinance, Article 1.12.035 Public Library, Dismissal, and Replacements, staff would like to report to the city council consecutive unexplained absences that have resulted in meetings being canceled due to a lack of quorum; and staff is submitting the name of an applicant to fill the vacancy.

Atwell Public Library Board member Gerald Hollis has accumulated eight consecutive absences from May 2022 through July 2023. Mr. Hollis was notified, by email and US Postal Service, that a recommendation for a replacement for his seat would be presented to the city council. Mr. Hollis was encouraged to submit a request to the city council for consideration if he felt he could continue serving on the board. As of August 16, 2023, we have not received a response from Mr. Hollis.

An application from Cristian Martinez is submitted as a recommended replacement for the vacant Atwell Public Library Board seat to serve the remainder of a two-year term expiring July 2024.

City of Hutchins Code of Ordinance, Article 1.12.035 Public Library, Dismissal, and Replacements

(1) Any board member having three (3) consecutive unexplained absences from regular meetings of the library board shall be reported to the city council for replacement, and a name will be submitted at the same time to fill the vacancy.

Budget Implications

N/A

Operational Impact

N/A

Legal Review
N/A

**Staff Recommendation**

Staff recommends consideration of reappointment for the remainder of a two-year term expiring in July 2024.

**Supporting Documentation and Attachments**

1. Attendance Letter - GHollis 07-31-2023_Redacted
2. Boards and Commissions App - C. Martinez__Redacted
3. Cristian resume__Redacted
July 31, 2023

Via email

Mr. Gerald Hollis
Hutchins, Texas 75141

Dear Mr. Hollis,

The Atwell Public Library Advisory Board members are appointed by the city council to represent the residents and businesses of the City of Hutchins by overseeing activities and affairs of the city concerning community programs and services, development, and the health and safety of the community, to name a few.

The Texas Open Meetings Act and the Ordinance establishing the Atwell Public Library Advisory Board require that a quorum, a majority of the board, must be established before a meeting can be called to order. Board member attendance and participation are important to the success and mission of the Atwell Public Library Advisory Board and the Atwell Public Library.

Based on the attendance record (Attachment 1) provided by the Atwell Public Library Board liaison, you have incurred nine (9) consecutive absences from July 2022 to June 2023. In accordance with the Hutchins Code of Ordinances, Library Board, Article 1.12, Section 1.12.35 (1) Dismissal and Replacement, a letter recommending your replacement will be presented to the City Council during the annual board/commission appointments on August 21, 2023.

However, if you believe that you can attend scheduled board meetings and fulfill the remainder of your term through July 2024, we would like to provide you with the opportunity to submit a letter to the city council explaining why you should remain on the Board. Please submit your response by Tuesday, August 8, 2023.

If you have any questions, please contact me at 972-225-7435.

Regards,

Cynthia Olguin
City Secretary

c: USPS

Attachments: Atwell Public Library Board 2022/2023 Attendance Roster
Hutchins Code of Ordinance Division 2. Library Board
# Atwell Public Library Advisory Board
## 2022/2023 Attendance Roster
(July through July)

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Check Mark: Present
Absent: A

Meeting Cancelled
Meeting Cancelled due to Lack of Quorum
Division 2. Library Board

**Sec. 1.12.031 Name**
The name of the library board shall be Hutchins Atwell Public Library Board.

**Sec. 1.12.032 Purpose**
The purpose of the public library board shall be to provide free, efficient library service to all children, youth and adults for their personal growth and cultural enrichment.

**Sec. 1.12.033 Composition**
The public library board shall consist of six (6) members appointed by the city council for two-year terms, three (3) members being appointed each year; said library board shall, in cooperation with the librarian, act as an advisory body to the city council in the supervision and management of the free public library within the city limits of the city.

**Sec. 1.12.034 Organization**
Library board officers shall be president, vice president and secretary, to be elected for one-year terms by the membership of the board at its first meeting after appointment by the city council.

**Sec. 1.12.035 Dismissal and replacement**
The dismissal and replacement of board members shall be effected as follows:

1. Any board member having three (3) consecutive unexplained absences from regular meetings of the library board shall be reported to the city council for replacement, and a name will be submitted at the same time to fill the vacancy.

2. Any board member shall be subject to removal by the city council for any cause deemed by the city council sufficient for his/her removal in the interest of the public service; but only after a public hearing before the city council on charges publicly made, if demanded by such member within ten (10) days.

3. The unexpired term of a board member whose place has been removed or otherwise become vacant, except for absences, shall be filled by one recommended by the library board and approved by the city council.

**Sec. 1.12.036 Duties**
The duties of the library board shall be as follows:

1. It shall follow the rules and regulations prescribed by the city council for the conduct of its business.

2. It shall act only in an advisory capacity to the city council in all matters pertaining to the library.

3. It shall study and encourage the development of adequate library facilities for the residents of the city.

4. It shall recommend policies on library service for approval by the city council.
(5) It shall advise the librarian on problems of development of library facilities, programs and improved library services.

(6) It shall recommend to the city council suggested programs on the development of library facilities, programs and financial support.

(7) It shall have periodic inventories made of library services that exist or may be needed, and make recommendations to the city council and to the librarian.

(8) It shall advise in coordinating the library service with the programs of other governmental agencies and voluntary organizations.

(9) It shall review the effectiveness of the librarian with the city council.

(10) It shall assist in interpreting the policies and functions of the library department to the public.

(11) It shall make recommendations to the city council relative to the annual budget for the library department.

(12) It shall advise the librarian on the development of long-range capital improvement programs, and, when in its opinion the need exists for additional library facilities, it shall make appropriate recommendations to the city council.

(13) It shall recommend to the city council the amount to be charged as a fee for the use of any library facilities.

(14) It shall recommend to the city council rules and regulations governing the administration of the library program and the use of library facilities.

(15) It shall make any other recommendations to the city council regarding library matters that it considers advisable.

(16) It may solicit for the city gifts, revenues, bequests or endowments of money or property as donations or grants from persons, firms or corporations, subject to the approval and acceptance by the city council.

(17) It shall, whenever in its opinion it is desirable or necessary to establish operating hours during which library facilities shall be operated, recommend to the city council such hours of operation, and if approved by the city council, such hours shall be posted on the entrance of such buildings, facilities, etc., and shall be deemed as the official hours of operation.

(18) It shall recommend the establishment of such professional library association relationships as shall enhance the growth and service of the Hutchins Atwell Public Library. It shall cooperate with local, state, and national agencies in their efforts to raise the standards and enrich the efforts of library services.

(1992 Code, sec. 8.802)
# 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:** Atwell Public Library Advisory Board

### Applicant Information:

- **(Ms./Mrs./Mr.)** (Last Name): [Redacted]
- **(First Name):** [Redacted]
- **(M.I.):** [Redacted]
- **Home Address:** [Redacted]
- **Zip Code:** 75141

<table>
<thead>
<tr>
<th>Home Phone Number</th>
<th>Cell Phone Number</th>
<th>Email Address</th>
</tr>
</thead>
</table>

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;
   - 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 [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.
MEETING DATE: August 21, 2023  
SUBMITTED BY: Cynthia Olguin, City Secretary  
AGENDA ITEM: F.3.  
AGENDA CAPTION: Discuss and consider the reappointment of alternate member Don Presslor to a regular member seat of the Planning and Zoning Commission for the remainder of a term expiring in July 2024.

Background Information

On May 1, 2023, Planning and Zoning Commission member James Spence submitted his resignation due to health reasons. Mr. Don Presslor was appointed in July 2022 as an alternate member of the Planning and Zoning Commission and has attended ten out of twelve meetings in the past year. Mr. Presslor served in Mr. Spence's place since May 2023. No other applications have been received for consideration.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends appointing Planning and Zoning Commission alternate member Don Presslor as a regular member for the remainder of a term expiring in July 2024.

Supporting Documentation and Attachments

1. Spence Resignation
James Spence  
113 Meadowbrook Dr  
Hutchins TX 75141  
May 1<sup>st</sup>, 2023

I am writing this correspondence as my letter of resignation from my position due to health issues. I feel that it is best for me to withdraw from Hutchins Zoning Board. So I can focus on improving my health. It is for this reason that I formally submit my resignation due to health issues. This is official my last day effective immediately May 1<sup>st</sup>, 2023.

I have truly enjoyed my time with Hutchins Zoning Board. Thank you so much for your understanding.

Sincerely,

James Spence
MEETING DATE: August 21, 2023
SUBMITTED BY: Tim Rawlings, Building Official
AGENDA ITEM: F.4.
AGENDA CAPTION: Discuss and consider Ordinance 2023-1177 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 3, TITLED “BUILDING REGULATIONS”, BY AMENDING ARTICLE 3.11, TITLED “SIGNS” TO ADD REGULATIONS FOR CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS ($200.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Background Information

Several months back, staff was tasked with researching and providing an ordinance to allow "Changeable electronic variable message sign (CEVMS)". The current City Code does not allow these signs in any district. Research showed that most cities now allow these signs and that the regulations governing them vary from municipality to municipality, with each adding their own variations. Staff took the approach of less is more and attempted to keep it as simple as possible. The ordinance presented allows CEVMS in all commercial districts but limits them to one (1) per property and limits the actual screen size. The ordinance also requires an auto dimmer and sets maximum daytime and nighttime brightness allowed.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

Yes

Staff Recommendation

Staff recommends approval.
Supporting Documentation and Attachments

1. Nits vs Lumens
2. ORD 2023-1177 Amending CH 3 Changeable Electronic Variable Message Signs
WHAT ARE NITS?

It’s easiest to think of a TV as emitting light directly, in much the same way as the Sun does. Nits are simply the measurement of the level of light (luminance) in a given area which the TV sends to your eyes.

The Nit can be considered a unit of visible-light intensity which is often used to specify the brightness level of an LCD.

One nit is equivalent to one candela per square meter, where the candela is the amount of light which has been emitted by a common tallow candle. To get technical, a Nit is the quantity of radiation which is emitted by $1.667 \times 10^{-6}$ square meter of a blackbody which is at the melting point of platinum.

As a comparison, most consumer desktop LCDs have Nits of 200 to 300, the average TV most likely has an output capability of between 100 and 200 Nits, and an HDR TV ranges from 400 to 1,500 Nits.

WHAT ARE LUMENS?

Lumens are all about lighting.

Lumen is used to describe light output, and about video projectors, it is commonly referred to as ANSI Lumens. Simply put, lumens is how to find out how bright a LED display is. The higher the lumens, the brighter to display!

Technically speaking, a Lumen is the SI unit of luminous flux, which is equal to the amount of light which is emitted per second in a unit solid angle of one steradian from a uniform source of one-candela intensity radiating in all directions.

Confusing right! Well – Lumens is the equivalent of brightness.

For a video projector, the minimum output should be 1000 Lumens for home theatre use. However, most home projectors average between 1500 to 2500 lumens. Multi-purpose video projectors used for business, education etc. may have an output of up to 3000 lumens.

NITS VS LUMENS

The easiest way to explain the difference between Nits and Lumens is that one Nit represents more light than one Lumen does. For everyday use, for example for a video projector, 1 Nit is approximately equal to 3.426 Lumens.

**Convert Nits to Lumens**

To work out a comparable number of Nits to Lumens, you need to multiply the number of Nits by 3.426.
If you know the number of Lumens, and wish to know the Nits, simply divide the number of Lumens by 3.426.

Some examples are:

<table>
<thead>
<tr>
<th>Nits</th>
<th>Lumens</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>342</td>
</tr>
<tr>
<td>200</td>
<td>685</td>
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<tr>
<td>500</td>
<td>1713</td>
</tr>
<tr>
<td>1000</td>
<td>3426</td>
</tr>
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<td>2000</td>
<td>6852</td>
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<tr>
<td>5000</td>
<td>17,130</td>
</tr>
</tbody>
</table>

**WHAT ABOUT BRIGHTNESS?**

So, what is the difference between light output and brightness?

For Video projectors and TVs, both Lumens and Nits are used to measure light output, or luminance.

But how does that relate to brightness?

Brightness can be thought of as how the viewer can detect a difference in luminance and can also be expressed as a percentage which can be increased or decreased from a subjective reference point. A Video projector adjusts the amount of black level which is visible on the screen to control the brightness being displayed.

Simply put, brightness is a subjective representation of how luminance is perceived, regarding less bright or more bright, and does not generate luminance itself.
CITY OF HUTCHINS
ORDINANCE NO. 2023-1177

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 3, TITLED “BUILDING REGULATIONS”, BY AMENDING ARTICLE 3.11, TITLED “SIGNS” TO ADD REGULATIONS FOR CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS ($200.00) 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 3 titled “Building Regulations,” by amending Article 3.11 titled “Signs” by amending Section 3.11.001 titled “Definitions,” to add the following:

CHAPTER 3
BUILDING REGULATIONS

ARTICLE 3.11 SIGNS

§ 3.11.001 Definitions.

Marquee sign. A business sign:

(1) Attached to;
(2) Painted on;
(3) Inscribed on; or
(4) Partly or fully supported by and made an integral part of the marquee.

Monument sign. A large, free-standing, weather-resistant sign that sits at ground level with no open space between the sign and the ground.
SECTION 2. That the City of Hutchins Code of Ordinance is hereby amended by amending Chapter 3 titled “Building Regulations,” by amending Article 3.11 titled “Signs” by amending Section 3.11.003 titled “General prohibitions” to read as follows:

§3.11.003. General prohibitions.

(a) Placing signs on poles, trees, etc. No person shall attach or maintain any sign upon any public utility pole or structure or tree.

(b) Placing signs on public street or public property. No person shall place, erect or maintain or cause the placing, erecting or maintaining of any sign upon any public right-of-way or public area, except real estate signs not exceeding six (6) square feet in accordance with section 3.11.006(h)(1).

(c) Signs on fences. No person shall paint a sign or attach a sign, other than an identification sign, to the outside of a fence or a wall which is not a structural part of a building.

(d) Changeable electronic variable message signs (CEVMS). Changeable electronic variable message signs and other moving, flashing, intermittently lighted, changing color, beacons, revolving or similarly constructed signs shall not be allowed. Jump clocks showing time, temperature and similar data maybe allowed by special permit.

(e) No off-premises advertising sign including billboard signs are permitted.

SECTION 3. That the City of Hutchins Code of Ordinance is hereby amended by amending Chapter 3 titled “Building Regulations,” by amending Article 3.11 titled “Signs” by amending Section 3.11.006 titled “Regulations applicable to certain signs” to add the following:
§3.11.006. Regulations applicable to certain signs.

... (l) Changeable electronic variable message sign (CEVMS).

1. Shall be permitted in all commercial zoning districts.
2. May only be installed as a monument style sign.
3. Shall not be allowed on temporary signs.
4. No sign shall make use of the words, “stop,” “go,” “look,” “slow,” “danger” or any other similar word, phrase symbol or character or employ any red, yellow, orange, green or other colored lamp or light in such a manner as to interfere with, mislead or confuse traffic.
5. All electronic changeable message signs shall have an auto dimmer photo eye installed in the sign.

   (A) Maximum daytime (7:00 a.m. to 7:00 p.m.) brightness shall be 5,000 nits; and
   (B) Maximum nighttime (7:01 p.m. to 6:59 a.m.) brightness shall be 500/660 nits.
   (C) Message changes shall be allowed at two-second transition with an eight-second hold time.

(m) Monument Signs.

1. Maximum height. Fifteen (15) feet including monument base along thoroughfares with an ultimate typical right-of-way width of seventy-two (72) feet or greater, measured to ground level at base; and eight (8) feet elsewhere in the Logistics Port District.
2. Maximum area allowed:
   A. Sixty (60) square feet of sign area.
   B. Exceptions:
      i. Menu Board: Forty-eight (48) square feet
      ii. Apartment: Thirty-two (32) square feet
   C. Placement:
      i. Fifteen (15) feet from property lines from out board edge of sign face or sign edge abutting a street. Twenty-five (25) feet on corners for Visibility Triangles.
      ii. Exceptions: A Menu board may be placed Fifteen (15) feet behind the property line.
D. Maximum number: One (1) per property.

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 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 Two Hundred Dollars ($200.00) for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 8. 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:
Background Information

In July of 2022, Prasifka Wrecker Service cancelled all service contracts with local entities due to closing their business for retirement. The Police Chief reached out to 24-hour wrecker service requesting 24-hr wrecker service to provide the city with service for towing and impound storage of vehicles. 24-hr wrecker service began providing temporary services to the City of Hutchins in July of 2022. A contract with 24-hr wrecker service was brought before City council and approved on October 3, 2022 for a five-year term. Since the signing of this contract, HBL wrecker service has moved into the existing Prasifka wrecker service location, located at 2012 S. IH 45 and has begun a full service operation. HBL towing has contacted the Police department and inquired about the opportunity to bid on the wrecker and vehicle storage contract with the City of Hutchins. The contract with 24-hr wrecker service is for a term of 5 years with an option to renew for an additional five years. The cancelation clause in this agreement gives the City the right to cancel the contract with a 60-day notice should the city so choose to cancel the agreement with 24-hr wrecker service.

Budget Implications

To date, the City of Hutchins has collected $7,890.00 in vehicle impound fees and from auctioned vehicles.

Operational Impact

Fees set by the State of Texas and negotiated fees:
Impound, storage fees, and administrative fees are set by the state.

Negotiated fees are:
Towing of City equipment.
equitable sharing of auctioned vehicles

Equipment requirements.
Defined by the contract

Response time and accuracy.
Defined by the contract
Legal Review

N/A

Staff Recommendation

Discuss and consider the current contract terms with 24 hr wrecker service and/or discuss and consider giving staff direction to enter into a secondary contract with HBL towing for alternate towing services.

Supporting Documentation and Attachments

1. 24 hr. contract
2. YTD_Detailed_Account_Trial_Bal.20230731-15-51-39
CITY OF HUTCHINS
RESOLUTION NO. R 2022-1059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF A CONTRACT, BY AND BETWEEN THE CITY OF HUTCHINS AND 24 HOUR WRECKER SERVICE, INC. FOR THE OPERATION OF CITY WRECKER SERVICES AND STORAGE FACILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with a proposed Contract By and Between the City of Hutchins and 24 Hour Wrecker Service, Inc. for the Operation of Wrecker Service and Storage Facility (the “Contract”); and

WHEREAS, upon full review and consideration of the Contract 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 should be authorized to negotiate and execute the Contract and all related documents thereto 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 authorized to negotiate and execute the Contract, attached hereto and incorporated herein as Exhibit “A,” and all related documents thereto on behalf of the City of Hutchins.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 3rd day of October, 2022.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(09-22-2022/TM 131627)
EXHIBIT “A”
Contract By and Between the City of Hutchins and 24 Hour Wrecker Service, Inc.
for the Operation of Wrecker Service and Storage Facility
CONTRACT BY AND BETWEEN
THE CITY OF HUTCHINS AND 24 HOUR WRECKER SERVICE, INC. FOR
THE OPERATION OF WRECKER SERVICE AND STORAGE FACILITY

This agreement is entered into between the City of Hutchins, a home rule city hereinafter referred to as CITY, and 24 Hour Wrecker Service, Inc, hereinafter referred to as Operator, whereby in consideration of the mutual covenants and stipulations hereinafter expressed, the parties to this agreement will be bound by the following terms and conditions.

1. AGREEMENT

The City and the Operator agree that operation of a private wrecker service and exclusive towing rights for service calls originated by an authorized representative of the City for tow service within the city limits. No exclusive rights are granted as to private requests for tow service, referred to herein as "private pulls".

2. DURATION/ TERMINATION

A. Length of the contract shall be for five years with the option to renew the contract for one additional five-year period. Pricing is firm for the first two years and may be increased in years 3 to 5. All price increases must coincide with the D/FW CPI (U).

The City operates on a fiscal year that ends on September 30th. Notwithstanding anything contained in this Agreement to the contrary, all the financial obligations of the City pursuant to this Agreement are subject to appropriations for each budget year during the term of this contract. In the event no funds or insufficient funds are appropriated or budgeted for the intended uses, the Payments due under this Agreement, or any other financial obligation of City pursuant to the Agreement, the City will immediately notify Operator of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received, except as to the portions of Payments herein agreed upon for which funds shall have been so appropriated and budgeted.

B. The City may terminate this agreement without cause upon sixty (60) days written notice served upon the Operator.

C. Either party shall have the right to terminate this Agreement for default after seven (7) days written notice and failure to cure upon:

(1) violation or breach by the other party of any material provision of this Agreement;

(2) the other party's becoming insolvent or making any assignment for the benefit of creditors.

In the event of termination, City agrees to pay Provider for all services rendered to the date of termination including all Reimbursable Expenses to the date of termination.

3. REQUIREMENTS OF THE OPERATOR

Equipment: Operator shall at a minimum maintain the following equipment:

(a) Two (2) one-ton or above dual wheel wrecker with a hydraulic boom and wheel lifts;

(b) Two (2) flat / tilt-bed wrecker, one-ton or above, dual wheel;

(c) One (1) single rail motorcycle trailer;

(d) One (1) heavy duty wrecker and/or crane.

The Operator shall be responsible for providing and maintaining all equipment necessary to provide towing services as required by this agreement. All towing equipment must meet all requirements of the State law that governs the operations of such vehicles, as amended, approved by the Texas Department of Transportation. Wreckers must be clearly identifiable as required by State of Texas statutes.
Operator shall notify City within twenty-four (24) hours any time there is a change in the listed equipment submitted with the proposal.

Each wrecker shall be required to have dual rear wheels and have at least one (1) ton load capacity. Each wrecker will be equipped with a commercial high band two-way radio and a back up means of communication so that communication can be made with the Police Department.

**Personnel:**

Operator and employees shall be in compliance with state law and regulations concerning license and registration of all vehicles and drivers.

Operator shall operate all vehicles in conformance with state traffic laws.

Operator's personnel shall not imply that he/she is an employee of the City of Hutchins.

The Operator shall furnish the City with one (1) telephone number to be maintained and answered twenty-four (24) hours a day and sufficient personnel to perform Operator's obligation with this Agreement. In addition, the Operator shall have and maintain internet or another service type to obtain verified information from the State on titles, ownership, and other appropriate information.

The Operator agrees to provide the necessary personnel to be available on a twenty-four (24) hour basis, seven (7) days a week, including weekends and holidays, for the towing, release, and handling of all vehicles. The Operator will provide, under their supervision, the opportunity for vehicle owners to remove items from their cars, and for appraisals and photographs by insurance agents and body shop specialists.

**Facilities:**

The Operator will provide office, cashiering, and storage facilities within the city limits of Lancaster or as designated and approved. The facilities for the operator are located at 616 N. Jefferson, Lancaster, TX 75146. The impound site must meet the criteria as specified under state licensing procedures established by the Texas Department of Transportation. The Vehicle Storage Facility license shall remain valid throughout the duration of the contract.

Operator shall maintain, within the corporate limits of the City of Lancaster or another approved site that is within five (5) miles of the city limits of Hutchins or Lancaster, a vehicle storage facility that is regulated, permitted and inspected by the State of Texas as detailed in the Texas Transportation Code and shall remain in total compliance with said regulations. The City may inspect, without prior notification, the storage facility at any time.

The Operator shall keep and maintain at the Facilities an impound site in an adequately lighted, safe and secure manner and shall adequately protect all vehicles located therein. A current security system and a plan for keeping vehicles and records secure shall be maintained in place during the term of this Agreement.

4. **FEE SCHEDULE/ ALLOWABLE CHARGES/ RATES**

   A. The "Fees Schedule for Wrecker Service" are attached hereto as Appendix A and incorporated for all purposes as if fully set forth herein. All fees and charges for wrecker services shall be as set forth in Appendix A and shall be effective for the first two (2) years of the contract and then may be increased during years three (3) to five (5) based on Dallas/Fort Worth Consumer Price Index.

   B. If the Department responds to an accident or disabled vehicle and the vehicle and the vehicle owner or operator request such service, it shall be a private request for service and shall be billed to the vehicle owner at standard towing rates. The owner or operator of the vehicle must be advised of the fees before the final hook-up of the wrecker is made.

   C. The storage fee charged by the Operator for any given vehicle stored pursuant to this agreement may not exceed the daily rate, plus tax, as stated in Appendix A. The daily rate may be charged for each full day of storage as designated by statute.

   D. All monetary transactions for storage and tow fees will be the responsibility of the Operator. The City will not be involved in the exchange of money between the Operator and vehicle owners.

   E. The Operator may recover any tow and storage fees in accordance with Chapter 683 of the Texas Transportation Code.
F. Operator shall provide towing services for all police vehicles at no charge within the D/FW metroplex.

G. Operator, upon execution of this Contract, will remit to the City of Hutchins an administrative fee per vehicle impounded at the rate established in Appendix A. Said fee shall be paid by the 5th day of each calendar month to:

   Hutchins Police Department Attn:
   Chief Steve Perry or His
   Designee
   550 W. Palestine, Hutchins, TX
   75141

H. In the event the Hutchins Police Department conducts a seizure of a vehicle or places an administrative hold on the release of a vehicle, Operator shall store the vehicle until all court proceedings or applicable procedures have been completed, and the subject vehicle shall be released by to the Hutchins Police Department with no charges other than the return of the administrative fee.

I. Operator shall post fee schedule at the operator's location and internet pertaining to this Contract for public access.

5. IMPOUNDMENT AND RELEASE

   A. The Operator shall act as the City's agent in accordance with all requirements of Chapter 683 of the Texas Transportation Code to dispose of abandoned and/or seized motor vehicles. All paperwork, forms, and notices required to dispose of such vehicles in accordance with the law through auction shall be the responsibility of the operator.

   B. The Operator agrees to tow all vehicles in a safe and secure manner. Except for private tows and police holds, no vehicle impounded at the request of the City shall be released to any person without written direction from the Chief of Police or the designated Police Department representative.

   C. Operator shall not release any vehicles with a police hold without written authorization for the Chief of Police or designee. The Operator must comply with all procedural rules and regulations regarding release of vehicles.

6. RECORDS AND REPORTS

   A. The Operator will keep and maintain a complete and updated records file of all vehicles towed at the request of the City from locations within or without the corporate city limits of the City, as prescribed by the Police Department to be available at their request. Such records will include, but are not limited to:

      • Date and Time vehicle was towed;
      • Location vehicle was towed from;
      • Make, model, and year of the vehicle towed;
      • State and License number of the vehicle towed;
      • Motor Vehicle Identification Number of the vehicle towed;
      • A general description of the vehicles overall condition and a list of any body damage or missing equipment;
      • Time of vehicle inventory.

   B. Operator shall complete all necessary and statutorily required notifications required of a Vehicle Storage Facility and shall accurately maintain all records of operation reflecting the services rendered subject to review by the City during regular business hours. Operator shall communicate with and handle all insurance company, lien holder and vehicle owner queries of towed and stored vehicles in a courteous and professional manner. The City shall maintain accurate records of all vehicles impounded.

   C. The City reserves the right to conduct an inventory of all records, books and receipts relative to the operation of this agreement at any time. Furthermore, the Operator will be responsible for any additional documentation or reporting as directed by the City.

   D. For purposes of this contract, the term "vehicle" refers to motor vehicles, watercrafts, or outboard
motors or pieces/parts of said equipment. Upon impoundment of a vehicle, the Operator shall give notice of
impoundment to the last registered owner and all lien holders of the vehicle, in accordance with Chapter 683 of
the Texas Transportation Code. If the vehicle is not reclaimed, the vehicle may be sold at public auction, in
accordance with Chapter 683 of the Texas Transportation Code. The Operator shall furnish to the City
satisfactory evidence of compliance with this requirement.

E. The Operator shall follow all processes as required by law, including any changes to the law
that occur during the term or extension of this contract.

7. RESPONSE TIME; DELAYED SERVICE

A. Response time for wrecker service shall not exceed twenty (30) minutes per request for service. Operator
must maintain at least a ninety-five percent (95%) accuracy rating. The rating does not include
inclement weather events.

B. In the event Operator cannot fulfill time limits as provided herein after notification by City, or in the
event Operator fails to answer the incoming service call from the City within sixty (60) seconds, City reserves
the right to use other means to employ other wrecker services to complete the services to the City and Operator
shall reimburse the City the amount of fees charged for this substitution, which may exceed the charges provided
in this contract.

8. RELOCATING/ MOVING VEHICLES

A. The Operator will relocate vehicles as requested by Police or Fire Departments as required in
the event of a public safety emergency for a fee as established in Appendix A.

B. The Operator agrees to move vehicles for Police or Fire Department crime scene or investigative
processing at no charge. Vehicles will be held in the agreed upon storage/impound lot.

9. OPERATOR RESPONSIBILITY

A. Operator shall operate wreckers and towed vehicles in a safe and secure manner.
When directed by the City's authorized representative, Operator will remove from the public streets, right-of-way, or other
public property or places, all vehicles which have been involved in arrests, collisions or are abandoned or are seized
pursuant to the all federal, state, or local laws and ordinances. Unless otherwise directed by the City representative on
the scene, Operator shall tow all such vehicles to the Operator's vehicle storage facility. Operator understands,
acknowledges, and agrees that nothing contained herein shall prevent the owner of any motor vehicle disabled on the public
streets of City to arrange for the prompt removal of the vehicle from the scene of the accident or disablement by a wrecking or
towing service of said owner's own selection; provided that such right does not hinder the City's ability to protect the health,
safety and/or welfare of its citizens.

B.

C. Operator shall be responsible for routine clean-up of accident scenes including the removal of all
debris and absorbing material following each accident, whether there is a towing of a vehicle or not. Routine
clean-up includes debris and moderate amounts of automotive fluids. Larger clean-ups that involve additional
personnel will be handled by City crews or another appropriate agency as deemed necessary by the City
representative on the scene.

D. The Operator will provide the driver or owner of the vehicle towed a written statement of the towing
charges and storage fees, as well as the address and telephone number of the storage facility.

E. Upon "hook-up" of a vehicle, Operator accepts any and all liability for towing, storage and safe-
keeping. However, should there by an impoundment by the Hutchins Police Department as a result in error (i.e.,
erroneous arrest, confirmation of warrants, etc.), upon receiving notification from the Chief of Police or
designee on department letterhead, Operator shall release the vehicle back to the party named on the release
at no charge and Operator shall not owe any administrative fee for that vehicle.

F. The Operator will assume complete responsibility for any claim of property loss, damage or
bodily injury, which may directly or indirectly rise from the Operator's performance under the terms of the
agreement.

10. DAMAGED VEHICLES

A. If and when it becomes necessary in any manner to disconnect, tamper with or damage the gear,
emergency brake or any other part of a vehicle before towing, Operator shall, on termination of the tow repair
or put such vehicle back in its original condition at Operator's expense. Operator shall document such incidents and present the same to the Chief of Police or designee.

B. Operator shall notify the City of any litigation involving damage or loss to a vehicle that is pulled or impounded under this Contract.

C. Upon receiving a complaint from any source concerning claimed damage to a vehicle or its contents towed by Operator pursuant to the provisions hereof, Operator shall submit a written report to the Chief of Police or designee within twenty-four (24) hours after receipt of such complaint. Such report shall contain all facts pertinent to the claim or complaint presented.

11. SOLICITATION
   A. The Operator shall not solicit in any way, personal or private business from owners of impounded vehicles, which are stored at the storage facility.
   B. Under no circumstances shall the Operator suggest or solicit any particular garage or repair shop to the owner or person in charge of the vehicle.

12. SALE/AUCTION OF IMPounded OR ABANDONED VEHICLES
   A. Operator is responsible for the sale and/or disposal of any abandoned and/or junked vehicles and equipment in accordance with Chapter 683 of the TEXAS TRANSPORTATION CODE. Section 683.001 et seq., TEX. TRANS. CODE. All items must be handled in accordance with said statutes. This includes notice to lien holders, last known owner and required forms as required by law. Auctions shall be held as permitted by law and in accordance with State law.
   B. Any vehicle impounded under the provisions of this agreement may be sold at public sale under the provisions of state law whether or not the vehicles were towed under this Agreement and Section 12A of this Agreement. This requirement only affects vehicles that were impounded or abandoned under this agreement.

13. SUBCONTRACTORS; ASSIGNMENT
   A. Operator may, upon approval by City, enter into subcontracts for the performance of services herein, including but not limited to provision of equipment or towing services within certain designated service areas within the City. Request for approval of subcontractors, equipment, and contract service areas must be submitted in writing to the City. The City shall respond to such request within ten (10) business days of the receipt of such requests. To be considered for approval, all subcontractors must be qualified as to all the provisions of this Contact, and must comply with all applicable state and local laws and ordinances of the City. Approval of subcontractors shall not relieve the Operator of its responsibilities hereunder.
   B. All subcontractors approved by City shall use the agreed upon storage facility.
   C. It is understood and agreed that the Operator shall not assign, sublet, or transfer any rights or duties under the terms of this agreement without the approval of an authorized representative of the City.

14. NOTICE
   All notices required by this Contract shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

<table>
<thead>
<tr>
<th>CITY</th>
<th>OPERATOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Hutchins</td>
<td>24 Hour Wrecker Service, Inc.</td>
</tr>
<tr>
<td>Police Department</td>
<td>616 N. Jefferson</td>
</tr>
<tr>
<td>550 W. Palestine St,</td>
<td>Lancaster, TX 75146</td>
</tr>
<tr>
<td>Hutchins, TX 75141</td>
<td></td>
</tr>
<tr>
<td>Steve Perry, Chief of Police</td>
<td>Marie Boone, President</td>
</tr>
<tr>
<td>972-225-2225</td>
<td>972-227-5188</td>
</tr>
<tr>
<td><a href="mailto:Sperry@cityofhutchins.org">Sperry@cityofhutchins.org</a></td>
<td><a href="mailto:cjtiebs@24hrwrecker.com">cjtiebs@24hrwrecker.com</a></td>
</tr>
</tbody>
</table>
15. INDEMNITY, DISCLAIMER AND INSURANCE REQUIREMENTS

A. City Shall Not Be Liable Or Responsible For, And Shall Be Indemnified, Defended, Held Harmless And Released By Operator From And Against Any And All Suits, Actions, Losses, Damages, Claims, Or Liability Of Any Character, Type, Or Description, Including All Expenses Of Litigation, Court Costs, And Attorney's Fees For Injury Or Death To Any Person, Or Injury Or Loss To Any Property, Received Or Sustained By Any Person Or Persons, Including The Operator, Or Property, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF OPERATOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HEREETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE OPERATOR'S AS WELL AS THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

B. The Operator will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Operator shall obtain and file with City a Certificate of Insurance evidencing the required coverage. Insurance Requirements for the City of Hutchins shall be as follows:

Commercial General Liability: $1,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal and Advertising Injury, General Aggregate and Products - Completed Operations Operation. This policy shall have no coverage removed by exclusions.

Automobile Liability: $1,000,000.00 combined single limit per accident/occurrence for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

Workers' Compensation and Employers' Liability: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this Contract.

Cargo: $50,000.00 per occurrence

Garage Keepers Liability: $50,000.00

Other Insurance Provisions:

(1) The City be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.

(2) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.

(3) Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.

(4) Certificates of Insurance and Endorsement effecting coverage by this section shall be forwarded to:

City of Hutchins
Police Department
550 W. Palestine St, Hutchins, TX 75141
TTN: Purchasing Agent

(5) Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

C. In claims against any person or entity indemnified under this Paragraph 15 by an employee of the Operator, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be
liable, the indemnification obligation under this Paragraph 15 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Operator or a Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

16. **AMENDMENT**

This Agreement may only be amended by the written mutual agreement of the parties.

17. **INDEPENDENT CONTRACTOR**

It is understood and agreed by and between the Parties that Operator in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Operator pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Operator 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.

18. **GOVERNING LAW**

That this agreement is made subject to all applicable statutes, ordinances, and constitutional provisions pertaining to home rule cities in the State of Texas, and will be effective on the date of execution by the agreeing parties. Venue for any action concerning this Agreement shall be in Dallas County, Texas.

IN WITNESS WHEREOF the parties to this agreement do hereby affix their hand this 3rd day of October, 2022.

CITY OF HUTCHINS

[Signature]
James Quin, City Administrator

OPERATOR

[Signature]
Marie Boone, President

ATTEST

[Signature]
Cynthia Oguin, City Secretary

CITY OF HUTCHINS

DALLAS COUNTY, TEXAS
<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Note</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Wrecker &amp; Impound Fees</td>
<td>Operator will remit to the City of Hutchins an administrative fee of $15.00 per impounded vehicle</td>
<td>$1,758.00</td>
</tr>
<tr>
<td>2</td>
<td>Scenario Instructions</td>
<td>Please complete each of the scenarios and upload a sample ticket that details all charges for each to the response attachment section</td>
<td>Agreed</td>
</tr>
<tr>
<td>3</td>
<td>Scenario 1</td>
<td>Tow a Honda Accord from inside city limits to the designated impound yard. &lt;P&gt; Time to complete: 45 minutes. Vehicle is wrecked and clean up is necessary</td>
<td>105.00</td>
</tr>
<tr>
<td>4</td>
<td>Scenario 2</td>
<td>Tow a 1/2 Ton Chevy Pickup from inside city limits to the designated impound yard. &lt;P&gt; Time to complete: 1 hour 30 minutes. Vehicle is wrecked and clean up is necessary</td>
<td>105.00</td>
</tr>
<tr>
<td>5</td>
<td>Scenario 3</td>
<td>Tow a two ton dump truck that is stuck in the mud 20' of the road from five miles outside the city limits to 521 E. Third Street (Fleet Services). &lt;P&gt; Time to complete: 30 minutes</td>
<td>55.00</td>
</tr>
<tr>
<td>6</td>
<td>Scenario 4</td>
<td>Tow a Chevy Tahoe from the intersection of Pleasant Run and Lancaster-Hutchins Road to Chuck Fairbanks Chevrolet, 629 N Interstate 35 E. DeSoto, TX. &lt;P&gt; Time to Complete: 30 minutes - Vehicle is wrecked and clean up is necessary</td>
<td>105.00</td>
</tr>
<tr>
<td>7</td>
<td>Scenario 5</td>
<td>Tow an ambulance from 521 E. Third to a transmission repair shop (23 Miles). The transmission is out. &lt;P&gt; Time to complete: 1 hour 30 minutes</td>
<td>98.70</td>
</tr>
<tr>
<td>8</td>
<td>Scenario 6</td>
<td>Tow a police crown victoria from 1650 N. Dallas Avenue to 521 E. Third Street, Lancaster, TX.</td>
<td>0.00</td>
</tr>
<tr>
<td>9</td>
<td>Past History with City</td>
<td>Select the best answer.</td>
<td>Prior Contract</td>
</tr>
<tr>
<td>10</td>
<td>Impound Yard Location</td>
<td>Please provide the physical location of the impound yard that will be used for this contract.</td>
<td>616 N. Jefferson, Lancaster TX 75146</td>
</tr>
<tr>
<td>11</td>
<td>Impound Yard Location</td>
<td>Is the location within the city limits or outside the city limits?</td>
<td>Inside</td>
</tr>
</tbody>
</table>
12 Response Time

What is your response time from your yard location to the 15 intersection of Pleasant Run and SH 342? This is the time from call request to arrival of wrecker on scene?

Package Line Items: You are not required to respond to all lines in the package

<table>
<thead>
<tr>
<th>#</th>
<th>Qty</th>
<th>UOM</th>
<th>Description</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>EA</td>
<td>CITIZEN TOWS - Flat Rate Charge for Towing a vehicle under one ton.</td>
<td>105.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$90.00 Wrecker fee and 15.00 Admin fee</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Notes: Dolly or flatbed truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Supplier Notes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>EA</td>
<td>CITIZEN TOWS - Flat Rate Charge for Towing a vehicle under one ton.</td>
<td>105.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$90.00 Wrecker fee and 15.00 Admin fee</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Notes: Motorcycle Tow</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Supplier Notes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>EA</td>
<td>CITIZEN TOWS - Flat Rate Charge for Towing a vehicle under one ton.</td>
<td>50.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Recovery Fee - rate billed in 1/2 hour increments</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Notes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Supplier Notes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>EA</td>
<td>CITIZEN TOWS - Flat Rate Charge for Towing a vehicle from one ton to under two tons.</td>
<td>125.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$110.00 Wrecker fee and $15.00 Admin fee</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Notes: Medium Duty Wrecker</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Supplier Notes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>EA</td>
<td>CITIZEN TOWS - Flat Rate Charge for Towing a vehicle from one ton to under two tons.</td>
<td>75.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Recovery Fee - billed in 1/2 hour increments</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Notes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Supplier Notes:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1.6 EA CITIZEN TOWS - Flat Rate Charge for Towing a vehicle over two tons. 175.00
Item Notes: Heavy Duty Wrecker
Supplier $160.00 Wrecker fee and $15.00 Admin Fee Notes:

1.7 EA CITIZEN TOWS - Flat Rate Charge for Towing a vehicle over two tons. 275.00
Item Notes: Tractor Trailer Tows
Supplier $260.00 Wrecker Fee and $15.00 Admin Fee Notes:
1.8 EA CITIZEN TOWS - Flat Rate Charge for Towing a vehicle over two tons.  100.00

Item Notes: Recovery Fee - billed in
1/2 hour increments Supplier
Notes:

1.9 EA 1.00 CITY TOWS - Flat Rate Charge for Towing a vehicle outside City limits - under 1 ton
Supplier Notes: A dollar per mile outside the city limits. City vehicles get first 5 miles free outside the city limits.

1.10 EA 2.00 CITY TOWS - Flat Rate Charge for Towing a vehicle outside City limits - over 1 ton
Supplier Notes: Two dollar per mile outside the city limits. City vehicles get first 5 miles free outside the city limits.

1.11 EA 0.00 CITY TOWS - Flat Rate Charge for Towing a vehicle inside City limits - under 1 ton
Supplier Notes: City vehicles are towed free of charge inside the city limits.

1.12 EA 0.00 CITY TOWS - Flat Rate Charge for Towing a vehicle inside City limits - over 1 ton
Supplier Notes: City vehicles are towed free of charge inside the city limits.
<table>
<thead>
<tr>
<th>Item</th>
<th>EA</th>
<th>Daily Storage Fees - As Regulated</th>
<th>20.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notes:</td>
<td>Storage fees for abandoned vehicles will be limited to the proceeds realized from the sale of these vehicles.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplier Notes:</td>
<td>As regulated by TDLR.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>EA</th>
<th>Daily Storage Fees - As Regulated = Oversized</th>
<th>35.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier Notes:</td>
<td>As regulated by TDLR.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>EA</th>
<th>Impound Fee - As Regulated</th>
<th>20.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier Notes:</td>
<td>As regulated by TDLR.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>EA</th>
<th>Maximum Storage fee Limit</th>
<th>620.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier Notes:</td>
<td>Vehicles are stored until the owner picks them up or are sold in a public auction at least 31 days after they are impounded unless they have a police hold on them or the auction falls on a day after 31 days. $20.00 = $620.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>EA</th>
<th>Notification / Research Fee - As Regulated</th>
<th>50.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier Notes:</td>
<td>As regulated by TDLR.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Response Total: $1,758.00
Company Name: 24 HOUR WRECKER SERVICE INC.

If at any time additional equipment is needed for recovery, removal or cleanup of a call that is not generally used during recovery, removal or cleanup of a call i.e. Crane, Low boy, Fork Lift etc. The item will be rented or leased by 24 Hour Wrecker Service Inc. for the cost of the item rental plus ten percent. This cost will be billed to the customer.
<table>
<thead>
<tr>
<th>Period</th>
<th>Account</th>
<th>Description</th>
<th>Amount</th>
<th>Transaction Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>DECEMBER</td>
<td>01-4833-01-00</td>
<td>WRECKER SERVICE FEE</td>
<td>7,890.00</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
- **Account:** 01-4833-01-00 WRECKER SERVICE FEE
- **Department:** 1 ADMINISTRATIVE
- **Program:** 2022-01-00 WRECKER SERVICE FEE

**Total:**
- **Expense:** (7,890.00)
- **Balance:** (7,890.00)
### End of Report

<table>
<thead>
<tr>
<th>Asset Id</th>
<th>Number</th>
<th>Date</th>
<th>Description</th>
<th>Detail</th>
<th>Balance</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund Totals:</strong></td>
<td>7,890.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grand Totals:</strong></td>
<td>7,890.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Period Ending:** 7/2023

**Program:** ADMINISTRATIVE

**Department:** 1

**Fund:** 1 GENERAL FUND

**Ending Account Trial Balance:**

City of Hutchins, Texas

---

Page 2
Background Information

Chevrolet requires a notice of intent to purchase vehicles. The final cut off order date for Chevrolet is September 7, 2023. Any vehicles that we intend to purchase from Reliable Chevrolet on the Sheriffs Association of Texas contract must be submitted before 9/7/23.

Budget Implications

In 2023 PPV tahoes were purchased on the Sheriffs association of Texas contract for $36,579.00 per unit. I am told to expect a 10 to 15% increase in price.

The Fire Department Tahoe was purchased on the same contract for $40,000.00.

Emergency vehicle equipment is an additional cost.

Operational Impact

Legal Review

N/A

Staff Recommendation

Allow staff to issue a letter of intent to Reliable Chevrolet regarding the intentions of purchasing vehicles in the 2023/2024 budget year.

Supporting Documentation and Attachments

1. Email Reliable
Steve Perry

From: Adams, Doug <dadams@reliablechevrolet.com>
Sent: Monday, August 14, 2023 9:04 AM
To: Steve Perry
Subject: RE: [EXTERNAL] RE: RELIABLE CHEVROLET - City of Hutchins - handwritten billing for 3 black Tahoe PPVs - need PO

Need letter by end of month
Just like last year
Order day is Sept 7

Doug Adams
Fleet/Commercial/Municipality Manager
Police Tahoe and Police Truck Specialist
RELIABLE CHEVROLET
800 N Central Expressway
Richardson, TX 75080
Floor with GM FINANCIAL
BAC 112311
Dealer Code 07-706
972-952-1561 direct line

DISCLAIMER- ALL RECIPIENTS PLEASE READ
** PRICES ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. RE-VERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER P.O. IS ISSUED. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY MANUFACTURER. PRICE WILL BE CONFIRMED AT TIME OF ORDER ENTRY, BE ADVISED PRICE CAN CHANGE DUE TO MANUFACTURER. ENSURE CONFIRMATION OF RECEIPT BY EMAIL WHEN P.O. IS SENT. ** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT.

From: Steve Perry [mailto:sperry@cityofhutchins.org]
Sent: Monday, August 14, 2023 9:03 AM
To: Adams, Doug <dadams@reliablechevrolet.com>
Subject: RE: [EXTERNAL] RE: RELIABLE CHEVROLET - City of Hutchins - handwritten billing for 3 black Tahoe PPVs - need PO

Absolutely, send them to priority. I will have the PO's sent today.

When do we need to order for next year budget?

Thanks

Steve Perry
Chief of Police
Hutchins Police Department
chief@hutchinspd.org
Office 972-225-2225
MEETING DATE: August 21, 2023
SUBMITTED BY: Steve Perry, Police Chief
AGENDA ITEM: F.7.
AGENDA CAPTION: Discuss and consider Resolution R2023-1133 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT -- COMMUNICATIONS SYSTEM BY AND BETWEEN THE CITY OF HUTCHINS, TEXAS AND THE CITY OF DALLAS, TEXAS SETTING FORTH THE TERMS AND CONDITIONS FOR THE CITIES OF HUTCHINS AND DALLAS TO ESTABLISH, OPERATE, AND MAINTAIN THE CITY OF DALLAS’ P25 RADIO SYSTEMS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

Background Information

In the 2022/2023 budget year, the City of Hutchins City Council approved the upgrade of the City of Hutchins Public Safety radio system. The process was started by communicating with the City of Dallas and requesting that the City of Hutchins join their 700/800 mhz radio system and engaging Motorola Corporation to purchase new public safety radio equipment. On May 15, 2023, the Hutchins City Council approved resolution 2023-1105 allowing the City Administrator to enter into a contract with Motorola Corporation for the purchase of new radio consoles, mobile radios, and handheld radios. Before council tonight is the interlocal agreement with the City of Dallas authorizing the City of Hutchins to join the City of Dallas 700/800 mhz radio system.

Budget Implications

Operational Impact

Staff anticipate that we will initially have eighty-seven radios connected to the City of Dallas 700/800 radio system. The connection fee is $ 29.00 per month per radio. The total annual cost to be shared between the Police and Fire departments is estimated to be $31,000.00 annually. As the Police and Fire departments hire more staffing, the number of radio subscribers will increase.

Legal Review

Agreement sent and approved by legal. Resolution prepared by legal.
Staff Recommendation

Staff recommends the approval of the contractual agreement allowing the City of Hutchins to join the City of Dallas 700/800 mhz radio system.

Supporting Documentation and Attachments

1. 082123 ILA powerpoint BVRZAK
2. R2023-1105 Approving H-GAC Master Agreement with Motorola-134652
3. R2023-1133 City of Dallas Resolution Approving Interlocal Agreement - Communications System (3)
RESPONSIBILITIES OF HUTCHINS

• Radios must be P25 compliant
• Acquisition, programming, and maintenance of all User Equipment
• Radio cost, programming or cost to maintain radio not included *(this is in the previously approved Motorola Contract)*
• Current Subscriber Rate: $29/user/month
• Fee pays for radio system monitoring, security monitoring of system, OTAR, system updates, and costs for personnel who maintain the system
RESPONSIBILITIES

• Installation, maintenance and support of all Radio Systems
• Manage all FCC licenses
• Provide 24x7x365 response to issues involving the radio system
• Manage over the air programming
• Assist Agencies in time of crisis
• Assist with initial FleetMap planning and initial coordination of TalkGroups (channels)
• Support all users on the system
• Changing encryption keys must be done by Dallas
• If done over the air
  • Over the air programming must be done by Dallas
## BREAKDOWN OF NUMBER OF UNITS

Number of Subscriber Radios will increase with departmental growth

<table>
<thead>
<tr>
<th>Department</th>
<th>Portable</th>
<th>Mobile</th>
<th>Consolette</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>27</td>
<td>24</td>
<td>2</td>
<td>53</td>
</tr>
<tr>
<td>Fire</td>
<td>23</td>
<td>9</td>
<td>2</td>
<td>34</td>
</tr>
<tr>
<td>Total</td>
<td>50</td>
<td>33</td>
<td>4</td>
<td>87</td>
</tr>
</tbody>
</table>
INFORMATION AND ANSWERS FROM PREVIOUS CITY COUNCIL MEETING REGARDING RADIOS

LET’S DIVE IN
Dallas Radio System was built with Public Safety in mind.

- Two main cores (Southwest Dallas and Carrollton)
- Two main Controllers (Southwest Dallas and Wilmer)
- All towers provide coverage over each other (redundancy)
AGENCIES ON OR CONSIDERING DALLAS RADIO SYSTEM

On or in Process
- Desoto
- Duncanville
- Lancaster
- Cedar Hill
- Lancaster ISD
- Cedar Hill ISD
- Dallas ISD
- UNT Dallas

Considering
- Cockrell Hill
- Dallas College
- Wilmer
- Methodist Health Police Department
- Ellis County
WHY MOTOROLA?

- Dispatch consoles are key components in any radio system.
- Dispatch consoles are made by many different manufacturers that are P25 compliant. However, there are many “value added features” that each offers that are the responsibility of the municipality to verify functionality.
- Non-Motorola Consoles would have been required to be connected via a special interface which requires upgrading of the radio systems main core as well as connections to the core. These additional items are the responsibility of the municipality to pay for and implement.
- If non-Motorola Consoles were used, the Municipality would be responsible for upgrading when the remainder of the Dallas system is upgraded and replacing any parts that are not compatible with the system post upgrade.
- Motorola Dispatch Consoles require agency to purchase and keep current a Software Update Agreement (SUA) with Motorola.
  - Municipalities who use Motorola Dispatch Consoles must purchase and maintain an annual SUA.
  - SUA updates software and hardware as needed to ensure compliance with the core radio system.
  - If a piece of hardware is not compatible with the next software upgrade, it is replaced at no charge by Motorola.
  - The Dallas core systems WILL be updated as often as possible to ensure the best performance for our Public Safety agencies.
THANK YOU

BECKY VRZAK
+1 (972) 225-2225
BVRZAK@CITYOFHUTCHINS.ORG
CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2023-1105

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 H-GAC MASTER SERVICE AGREEMENT
(RA05-21) BETWEEN THE CITY OF HUTCHINS AND MOTOROLA
SOLUTIONS, INC., IN AN AMOUNT NOT TO EXCEED NINE
HUNDRED SEVENTY-FOUR THOUSAND DOLLARS ($974,000.00), TO
UPGRADE THE CITY’S RADIO COMMUNICATIONS SYSTEM USED
BY THE CITY’S POLICE AND FIRE DEPARTMENTS TO THE
MOTOROLA COMMAND CENTRAL AXIS DISPATCH SITE; AND
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with the
proposed H-GAC Master Service Agreement (RA05-21) (the “Agreement”) by and between the
City of Hutchins and Motorola Solutions, Inc. (“Motorola”) to upgrade the City’s radio
communications system used by the City’s Police and Fire Departments to the Motorola
Command Central Axis Dispatch Site; and

WHEREAS, the City Council finds that it is in the public interest to approve the
Agreement between the City of Hutchins and Motorola; 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 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 15th day of May 2023.
EXHIBIT “A”
Motorola H-GAC Master Agreement (RA05-21)
CITY OF HUTCHINS
RESOLUTION NO. R 2023-1133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT -- COMMUNICATIONS SYSTEM BY AND BETWEEN THE CITY OF HUTCHINS, TEXAS AND THE CITY OF DALLAS, TEXAS SETTING FORTH THE TERMS AND CONDITIONS FOR THE CITIES OF HUTCHINS AND DALLAS TO ESTABLISH, OPERATE, AND MAINTAIN THE CITY OF DALLAS’ P25 RADIO SYSTEMS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cities of Hutchins and Dallas agree to establish, operate, and maintain the City of Dallas’ P25 Radio Systems Project; and

WHEREAS, the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes the Interlocal Agreement – Communications System by and between the Cities of Hutchins and Dallas (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 Mayor should be authorized to execute the Agreement on behalf of the City of Hutchins;

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

SECTION 1. That the Mayor is hereby authorized to execute the Agreement, which is attached hereto as Exhibit “A,” on behalf of the City of Hutchins setting forth the terms and conditions for the Cities of Hutchins and Dallas to establish, operate, and maintain the City of Dallas’ P25 Radio Systems Project.

SECTION 2. 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 21st day of August 2023.
EXHIBIT “A”
Interlocal Agreement – Communications System
This INTERLOCAL AGREEMENT (“Agreement”) is by and between the CITY OF DALLAS, TEXAS, a Texas home-rule municipal corporation, (“Dallas”), and the CITY OF HUTCHINS (“User”), a Texas type A general law municipal corporation.

WHEREAS, Dallas and User (collectively, the “Parties”) are local governments as defined in the Interlocal Cooperation Act, Texas Government Code, Section 791.003(4), that have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, Dallas’s existing radio communications network is at the end of its product life cycle; and

WHEREAS, pursuant to that certain Interlocal Agreement between Dallas and Dallas County, Texas (“County”), (“County ILA”), Dallas and County partnered, secured and committed financial funding for the modernization and upgrading of Dallas’s dated communications network (current radio system and infrastructure) to create a P25 compliant trunk voice radio communications system in compliance with state and federal requirements and capable of countywide coverage for use by both public safety and public works groups in Dallas, County, and all Dallas County cities and political subdivisions seeking to engage the system for their local needs through subscriber agreements approved by Dallas (hereinafter the “P25 Radio System Project” or “Project”); and

WHEREAS, in 2017, to achieve the purposes of the County ILA, Dallas procured and entered into a contract with Motorola Solutions Inc. for completion of the P25 compliant countywide digital public radio system and added a microwave backbone that can be shared in the Dallas’s Public Safety and Public Works communications system (“Project”); and

WHEREAS, in order to obtain the maximum radio interoperability and reliability of the Project between Dallas, other governmental entities in Dallas County, and governmental entities within the regionally interoperable radio communications area surrounding Dallas, including incidental interoperability use by these other non-Dallas entities during catastrophic or special use circumstances or during daily operations based on agreed subscriber terms, it is necessary to establish and enable a countywide equipment installation to achieve Project coverage spanning beyond Dallas jurisdictional boundaries; and

WHEREAS, Dallas will own, operate, and maintain Trunked Voice Radio Systems for the purpose of providing Public Safety voice radio communications and is the sole license holder of the Dallas Trunked Voice Radio Systems with all privileges and responsibilities thereof.

WHEREAS, pursuant to all the foregoing Dallas and User desire to enter into this agreement pursuant to the Interlocal Cooperation Act, as amended, to set forth the terms of their cooperation, rights, and obligations; and
WHEREAS, pursuant to all the foregoing, the Parties desire to enter into this Agreement pursuant to the Interlocal Cooperation Act, as amended, to set forth the terms of their cooperation, rights, and obligations in the Project;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Parties agree to perform the following acts and to be bound by the following statements to establish, operate, and maintain Dallas’s P25 Radio System Project ("Project");

1. Grant of License. Dallas grants User specific permission to operate User’s owned or leased field radio equipment or equipment attached and/or interfaced to the Dallas P25 Trunked Voice Radio Systems (“Radio System”) infrastructure in accordance with the specific details and requirements for use as set forth in “Terms of Use,” which is attached hereto as Exhibit A, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

2. Term. The Agreement shall become effective upon the signing of the Agreement by the City of Dallas ("Effective Date") and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein and in Exhibit A.

3. Compensation. User shall remit payment to Dallas in the amount and manner set forth in Exhibit A.

4. Responsibilities of the Parties. User agrees to be responsible for its own acts of negligence, and Dallas agrees to be responsible for its own acts of negligence, which may arise in connection with this Agreement. In the event of joint and concurrent negligence, Dallas and User agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses or immunities each may have as against third parties under the laws and court decisions of the State of Texas.

5. Independent Contractor. It is expressly understood and agreed that User shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of Dallas. Subject to and in accordance with the conditions and provisions of this Agreement, User shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. User acknowledges that the doctrine of respondeat superior shall not apply as between Dallas, its employees, directors, officers, agents, and authorized representatives, and User and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. User further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between Dallas and User.

6. Non-Appropriation of Funds. Dallas and User will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party’s governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other party in
writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

7. **Right to Audit.** User agrees that Dallas shall, at no additional cost to Dallas, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the User involving transactions relating to this Agreement. User agrees that Dallas shall have access during normal working hours to all necessary User facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Dallas shall give User reasonable advance notice of intended audits.

8. **Assignment.** User shall not have the right to assign or subcontract any of its duties, obligations, or rights under this Agreement without the prior written consent of Dallas, which such right shall be granted solely at the discretion of Dallas. Any assignment in violation of this provision shall be void.

9. **No Waiver.** The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party’s right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **Governmental Powers/Immunities.** It is understood and agreed that by execution of this Agreement, neither Dallas nor User waives or surrenders any of its governmental powers or immunities.

11. **Amendments.** No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

12. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. **Confidential Information.** To the extent permitted by law, User for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by Dallas as confidential (“City Information”) and shall not disclose any such information to a third party without the prior written approval of Dallas, unless such disclosure is required by law, rule, regulation, court order, in which event User shall notify Dallas in writing of such requirement in sufficient time to allow Dallas to seek injunctive or other relief to prevent such disclosure. User shall store and maintain City Information in a secure manner and shall not allow unauthorized User to access, modify, delete, or otherwise corrupt City Information in any way. User shall notify Dallas immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised.

14. **Force Majeure.** The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of
performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law.

15. Notices. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered electronically via email to CISFinanceTeam@dallas.gov or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Dallas       City of Hutchins
ITS Director        Police Department
Attn: Chief Information Officer  Attn: Chief Steve Perry
1500 Marilla, Room 4DS  550 West Palestine St.
Dallas, TX 75201     Hutchins, TX 75141

16. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Dallas County, Texas, or the United States District Court for the Northern District of Texas – Dallas Division. In any such action, each party shall pay its own attorneys’ fees, court costs and other expenses incurred as a result of the action.

17. Entirety of Agreement. This written instrument, including all exhibits attached hereto, contains the entire understanding and agreement between Dallas and User as to the matters contained herein. Any prior or contemporaneous oral or written agreement is declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

18. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

----- Signature page and exhibits follow -----

Interlocal Agreement – Communications System (Category 1 - City of Hutchins)  Page 4 of 5

Page 124 of 174
Dallas has executed this Agreement, signing by and through its City Manager, duly authorized pursuant to City Council Resolution No. 22-0857 approved on the 8th day of June 2022. User has executed this Agreement on the ___ day of ________, 2023, through its duly authorized officials pursuant to Council action approved on the ____ day of __________________ 20__.  

DALLAS:

APPROVED AS TO FORM:
TAMMY L. PALOMINO
Interim City Attorney

By: ________________________
Assistant City Attorney

CITY OF DALLAS
T.C. BROADNAX
City Manager

By: ________________________
Assistant City Manager

HUTCHINS

APPROVED AS TO FORM:
JOE GORFIDA, JR.
City Attorney

By: ________________________

CITY OF HUTCHINS
James W. Quin
City Administrator

By: ________________________
Exhibit A
EXHIBIT A

TERMS OF USE
(Category 1 – Government Entity)

The following definitions shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

Definitions

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles operated by the user that are connected to the Dallas Master Switch.

“Interoperable Communications Governance Committee” (“Governance Committee”) shall mean that group of individuals tasked with maintaining and administering the Interoperable Communications Plan. The Governance Committee shall consist of ten to fifteen individuals with Dallas selecting at least one representative and each classification of users selecting at least one representative. The Governance Committee shall determine and may periodically adjust the number of members and the method for selecting members for each classification of users with a goal of ensuring that the Governance Committee reflects the full range of user types.

“Infrastructure Support Fee” shall mean the annual fee charged by Dallas to offset costs incurred by Dallas in the operation and maintenance of the Radio System.

“Interoperable Communications Plan” (“Plan”) means the plan developed and established to facilitate, enhance, and simplify radio communications among all agencies utilizing the Radio System or connecting their Site Repeater Systems or Console Systems to the Dallas Master Switch. The Plan is available upon request from Dallas.

“Master Switch” shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Radio System. The Master Switch is currently located at the Dallas Oak Lane facility.

“Over the Air Rekeying” (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

“OTAR Administration Fee” shall mean the annual fee charged by Dallas to offset costs incurred by the Dallas in the management and support of Subscriber Radio encryption keys administered through the Radio System’s OTAR functions.

“Over the Air Programming” (“OTAP”) shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Radio System.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.
“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the Dallas Master Switch.

“System Upgrade Agreement Fee” shall mean the annual fee charged by Dallas to offset cost charged to Dallas by Motorola Solutions for the maintenance of the Software Upgrade Agreement applicable to the user’s Console Systems and Site Repeater Systems.

“Subscriber Radio” shall mean a radio that has a unique identification number and is programmed to operate on the Radio System. The term shall include, but not be limited to, control stations (desk top radios), mobile radios, and portable radios. A description of user’s Subscriber Radios is attached to the Agreement as Exhibit B.

“Talk Group” shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

“User, user, or users” means, or includes, the User as identified in the Agreement to which this Exhibit A is attached.

Terms of Use

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of Dallas unless otherwise stated in this Agreement.

2. Dallas will use licensed radio frequencies specifically licensed to the State of Texas, Department of Public Safety who shall be the holder of the FCC (“Federal Communications Commission”) license(s) that the Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide user with any rights whatsoever to the State of Texas FCC license(s), the agreement between Dallas and the State of Texas or to the Radio Frequency spectrum used by the Radio System.

3. Dallas makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. User is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for user’s equipment.

4. User will be responsible for the acquisition, programming, and maintenance of all equipment user will be utilizing in connection with the Radio System infrastructure, including, but not limited to, Subscriber Radios, consoles, and special equipment.

5. In order to ensure hardware and software compatibility with the Radio System infrastructure, all Subscriber Radios and consoles intended for use by user on the Radio System shall be compliant with Project 25 standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Radio System may result in suspended operation of the radios and/or termination of the Agreement.
6. User agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of user’s radios. The use of short, broad spectrum, or “stubby,” antennas is not recommended. User shall be solely liable for coverage gaps in the event user utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of user’s radios unless specifically approved in writing by Dallas.

7. No antenna gain greater than 3 DB will be allowed for mobiles and consolettes.

8. User shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no user radio or console causes a degradation to the Radio System operation. Dallas shall have the right to remove from operation any field radio unit or equipment owned or leased by user that is operating on, attached and/or interfaced to the Dallas infrastructure, if Dallas determines in its sole reasonable discretion that such equipment is causing interference or harm to the Radio System in any way. Dallas reserves the right to request that user-operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by Dallas. The cost of such testing or repair will be the sole responsibility of user. Furthermore, Dallas shall have the right to deactivate, without prior notification to or consent of user, any field radio or other user equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Radio System or to the Radio System’s overall operation.

9. User’s radios may be used for voice radio communications over the Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

10. Dallas will be responsible for managing infrastructure loading and demand. Dallas reserves the right, without notice to other users, to enter into a similar agreement with other entities or to deny the addition of new Subscriber Radio equipment to any user of the Radio System. Dallas shall have sole discretion in determining whether to allow additional users or radios based on Dallas’s determination of whether such addition to the Radio System can be made without adversely impacting the Radio System.

11. User is prohibited from utilizing telephone interconnect on the Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or user’s internal phone system(s) through a console patch into the Radio System or to any Subscriber Radio on the Radio System.

12. Due to the radio infrastructure resource allocations required by “Private Call,” user is not permitted to utilize “Private Call” on the Radio System.

13. User’s utilization of data communications on the Radio System will be limited to the Radio System’s OTAP functions. Performance of data communications over the Radio System is not guaranteed. For programming changes involving more than ten Subscriber Radios, user agrees to coordinate with Dallas prior to executing changes to minimize impact on other users and on the Radio System.
14. The use of OTAR in association with Subscriber Radio encryption is prohibited without prior approval of Dallas. Administration of encryption keys will be performed exclusively by Dallas. User may utilize and administer other encryption methods as required.

15. Dallas will provide user with an Advanced System Key (“ASK”) for use with the user’s Subscriber Radios only. The ASK will expire annually, and user shall be responsible for requesting a new ASK following expiration if one is required. User will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. User agrees to notify Dallas immediately upon the theft or loss of the ASK.

16. Dallas will assign the user Talk Group IDs unique to user operation. All Talk Group names shall include a prefix unique to the user’s agency. No other agency will be authorized to use user Talk Groups without the express written permission of user, and a copy of such permission must be on file with Dallas before such use may occur. Dallas reserves the right to require certain Talk Group IDs to be programmed in user radios. Additionally, Dallas shall have the right to limit the number of Talk Group IDs to be used by user and to disable Talk Groups ID’s as it deems appropriate.

17. Dallas has established a coordinated Interoperable Communications Plan to apply to Dallas and the user of its Radio System. User agrees to participate in the Plan and include the Plan’s interoperable Talk Groups in the programming of its Subscriber Radios and Console Systems.

18. Roaming to other systems or the use of user’s Talk Groups on other trunked systems that are interconnected to the Radio System is prohibited without prior approval by Dallas. Roaming to other trunked systems will be limited to the Radio System’s interoperable Talk Groups, although this capability may be terminated by Dallas if its use is determined to result in performance degradation to either the Radio System or the interconnected trunked system.

19. User may utilize a Network Management Console (NMC) to manage its own environment. User is responsible for acquiring and maintaining, at user’s sole cost, all components required to connect the NMC to the Radio System. User’s NMC must be partitioned in a manner to limit access to user’s own environment only and to prevent user from viewing, accessing, or making any changes to equipment that is not owned or leased by user. User must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

20. Dallas generally maintains aliases for units operating on the Radio System. If user has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, user will be responsible for administering and maintaining its own subscriber unit aliases, and Dallas will no longer administer and maintain user’s subscriber unit aliases.

21. USB ports on the user’s Console Systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated
software must be maintained at current manufacturer-tested levels. If required, all connectivity
between the Console Systems and the Radio System is the responsibility of the user, including
software, hardware, and carrier services. Associated costs will be incurred by the user. Unless
otherwise approved by Dallas, connectivity will be achieved through local terrestrial circuit
facilities. The use of other connectivity methods, including but not limited to microwave or fiber,
must be approved by Dallas. User may incur additional costs from Dallas for other connectivity
methods.

22. Dallas shall execute with Motorola Solutions a System Upgrade Agreement for the
Console Systems and Site Repeater Systems that would be affected by the software upgrades,
including those owned (or leased) and operated by the user. Unless the user is notified otherwise
by Dallas, the software for the Radio System, all Site Repeater Systems and all Console Systems
will be upgraded to the current level every two years. user will provide all reasonable coordination
necessary for the upgrade of its Console Systems.User acknowledges that reductions in
functionality may occur during the upgrade process.

**Applicable Fees; Termination; Refunds**

23. User shall pay Dallas an annual Infrastructure Support Fee in the amount of **$28.00**
per month, per Subscriber Radio or console. This fee is payable in advance on an annual basis for
all active radio IDs issued to user at the time of the annual billing. Invoicing will occur on a pro-
prata basis when new Radio IDs are issued, and thereafter, at the beginning of each Dallas fiscal
year. There will be no refunds or credits for radios removed from service during the fiscal year.

24. If user subscribes to OTAR services, user shall pay Dallas an annual OTAR
Administration Fee in the amount of **$1.00** per month, per Subscriber Radio. This fee is payable
in advance on an annual basis for all active radio IDs issued to user at the time of the annual billing.
Invoicing will occur on a pro-rata basis when new Radio IDs are issued, and thereafter, at the
beginning of each Dallas fiscal year. There will be a maximum of six (6) rekeys per month before
additional costs may be applicable.

25. User shall maintain an annual System Upgrade Agreement (SUA) from Motorola
Solutions, Inc., or its successors, for the upgrade of the user’s Console Systems and any other
component subject to upgrade as a result of the upgrade of the Radio System.

26. Dallas shall have the right to increase any applicable fees under this Agreement
each fiscal year to offset any increased costs incurred by Dallas in the operation or maintenance
of the Radio System. Any increase in applicable fees will be effective at the beginning of the next
Dallas fiscal year. Dallas shall provide user with 60 days’ written notice of any intended fee
increase, provided, however, that this notice period may be less than 60 days if Motorola Solutions,
Inc. provides Dallas with less than 60 days’ notice of an increase in the System Upgrade
Agreement Fee and such reduced notice period shall not impact user’s obligation to pay the
increased fee.

27. User may terminate this Agreement for any reason, with or without cause, upon
ninety (90) days written notice to the other party. If user terminates, there will be no refunds or
credits for any fee.
28. Dallas may terminate this agreement for any reason, with or without cause, upon 24 months written notice to the other party. Dallas, in its sole discretion, shall have the right to deny user access to the radio infrastructure and/or the right to terminate the Agreement immediately if user fails to make full payment of invoiced system fees within sixty (60) days of the date payment is due. Dallas further reserves the right to terminate this Agreement immediately, or deny access to user, upon notice of user’s misuse of the Radio System. Notwithstanding the foregoing, Dallas, in its sole discretion, reserves the right to immediately deny access to user if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master Switch and the user’s environment. Dallas will notify user immediately if such a breach or emergency exists that threatens the system. Dallas will use best efforts to restore access to user as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved.

Compliance with Laws

29. User shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. User will also comply with the guidelines, or procedures set out in this Agreement. User is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for user Subscriber Radio equipment. User will be responsible for payment of any fines and penalties levied against Dallas (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by user.

30. In order to comply with Federal, State, and Local Laws and/or Mandates, Dallas, as the license holder, may need to act on behalf of user regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, user will allow Dallas to facilitate such activities on user’s behalf as necessary.

31. User will supply its own Subscriber Radio equipment. Dallas shall have the right to inspect and approve user’s Subscriber Radio equipment for the sole purpose of security compatibility prior to its connection to the Radio System. Any upgrade or change to user’s Subscriber Radio equipment will require Dallas’s prior approval for security compatibility before reconnection to the Radio System.

---- End of Exhibit A ----
Exhibit B
## City of Hutchins Radio Quantities

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<th>Model</th>
<th>Quantity</th>
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<td>Mobile Radio</td>
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**Total** 83
Background Information

Dallas County has asked the City of Hutchins to initiate the annexation of Post Oak Road from the current city limit in front of the Lancaster Lake Club to Fulghum Road. They feel that with the installation of the Southern Wastewater Force Main being installed on the edge of what is currently their portion of Post Oak, we should annex the road and right of way.

Budget Implications

Operational Impact

Going forward, the City will be responsible for the maintenance of the road and right of ways all the way to Fulghum Road.

Legal Review

The City attorney has prepared the letter of intent on behalf of the City and the resolution.

Staff Recommendation

Staff recommends Council discuss and consider action.

Supporting Documentation and Attachments

1. Hutchins - Post Oak Road Annexation (Request Letter to Dallas County)v3
August 15, 2023

By Cert. Mail, RRR No.
[__________]
The Honorable John Wiley Price
Dallas County Commissioner, District 3
500 Elm Street, Suite 7300
Dallas, TX 75202

Re: Annexation of Post Oak Road (Owned by County of Dallas) to City of Hutchins

Dear Commissioner Price:

This Firm serves as City Attorneys for the City of Hutchins, Texas (the “City”). The City wishes to annex that certain portion of Post Oak Road, a county road owned by Dallas County and within the exclusive extraterritorial jurisdiction of the City, from the current city limit in front of the Lancaster Club Lake to Fulghum Road, including the entire width of said county road and the adjacent right-of-way on both sides of the county road. See Exhibit “A” attached.

Section 43.1055 of the Texas Local Government Code provides in part:

“Notwithstanding any other law, a municipality may by ordinance annex a road or the right-of-way of a road on request of … the governing body of the political subdivision that maintains the road or right-of-way….”

This portion of Post Oak Road is maintained by Dallas County.

The City of Hutchins City Council has considered, and a vote is scheduled for August 21, 2023, for the annexation of the portion of Post Oak Road identified herein if the Commissioners Court of Dallas County will request such annexation as authorized by this statute. Please consider this letter to be the City’s petition that the Court consent to the annexation of the portion of Post Oak Road as described above by its Order requesting annexation.

If you have any questions or if anything further is required to present this to the Court for consideration, please contact me or Assistant Director of Public Works, Robert McWayne. We are also prepared to make a presentation to the Court if requested.

Thank you for your assistance and attention to this matter.

(signature on the following page)
Sincerely,

By: ____________________________________

Mario Vasquez, Mayor
City of Hutchins

Cc:  

By Email Transmission
jquin@cityofhutchins.org
James Quin
City Administrator
City of Hutchins, Texas

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Robert McWayne
Assistant Director of Public Works
City of Hutchins, Texas

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City Attorney
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
Exhibit "A"
Post Oak Road Area
MEETING DATE: August 21, 2023  
SUBMITTED BY: Robert McWayne, Interim Director of Public Works  
AGENDA ITEM: F.9.  

Background Information

City staff and the Whitman Land Group have been working with Dallas County to acquire an easement allowing the City to cross Dowdy Ferry Road for the Shoreline Interceptor Project. Once this agreement is approved by the City Council, the partially executed document will be sent back to Dallas County to take to Commissioners Court.

Budget Implications

$2,700.00

Operational Impact

Without this easement, the City cannot complete the Shoreline Interceptor Project.

Legal Review

The City Attorney has reviewed the agreement and made revisions that were accepted by the Civil DA’s office.

Staff Recommendation

Staff recommends approving Resolution R2023-1135.

Supporting Documentation and Attachments
1. R2023-1135 Dallas County Resolution Approving Sanitary Sewer Easement (Dallas County)
2. Hutchins-Dowdy Ferry Sewer Easement Agreement (Dallas County)
CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R2023-1135  


WHEREAS, the Grantor is the owner of a 1.8734± acre tract of land situated in the William Gatlin Survey, Abstract No. 499 and the Peter Sampson Survey, Abstract No. 1272, City of Hutchins, Dallas County, Texas as more particularly described in the easement attached hereto as Exhibit “A”; and

WHEREAS, the City of Hutchins, Texas, requires an easement for the purpose of an underground sanitary sewer line; and

WHEREAS, the City Council of the City of Hutchins has been presented with a proposed easement from the Grantor granting the City of Hutchins the Easement; and

WHEREAS, upon full review and consideration of the Easement, 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 Easement 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 of Hutchins, Texas, hereby accepts, and authorizes the City Administrator to sign such acceptance of the City, the Easement from the Grantor, which is described and depicted in Exhibit “A” attached hereto and incorporated herein by reference, including all exhibits thereto.

SECTION 2. The City Secretary is directed to submit said Easement for filing in the real property records of the County of Dallas, Texas.

SECTION 3. This Resolution shall become effective immediately upon its passage.
DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 21st day of August 2023.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(08-15-2023: ND 4893-8142-7063, v. 1 )
EXHIBIT “A”
Permanent Variable Width Sanitary Sewer Easement and Additional Temporary Construction Easement
PERMANENT VARIABLE WIDTH SANITARY SEWER EASEMENT
AND ADDITIONAL TEMPORARY CONSTRUCTION EASEMENT

Grant of Permanent Easement. On the Effective Date shown below, Dallas County, Texas, (“County” or “Grantor”) grants to the City of Hutchins, Texas, and its agents, officers, employees, heirs, executors, administrators, successors, assigns, and its contracted consultants, contractors, and subcontractors, (“Grantee”), a non-exclusive Sanitary Sewer Easement (“Permanent Easement”), together with the right of ingress and egress, that shall be covenants running with the land for the life of such Permanent Easement for and in consideration of Grantee’s strict compliance with the terms and conditions stated on this document for the purpose specified below (“Permitted Project”) for the tract of real property particularly referenced as a 1.8734-acre tract of land situated in the William Gatlin Survey, Abstract No. 499, and the Peter Sampson Survey, Abstract 1272, in the City of Hutchins, Dallas County, Texas and more specifically described by Exhibit “A” (collectively, "Permanent Property") attached and incorporated herein by reference for all purposes.

Grant of Temporary Construction Easement. Additionally, County hereby grants Grantee together with Grantee’s personnel – including its contracted consultants, contractors, subcontractors, as well as their respective officers, agents and employees – who are authorized by Grantee as necessary participants herein, a non-exclusive Temporary Construction Easement (“Temporary Easement”), together with the right of ingress and egress, for and in consideration of Grantee’s strict compliance with the terms and conditions stated in this document for the Permitted Project as described below over, under and across the tract of real property particularly referenced as being located in the William Gatlin Survey, Abstract No. 499, and the Peter Sampson Survey, Abstract 1272, Abstract No. 1613, in the City of Hutchins, Dallas County, Texas and more specifically described by Exhibit A (collectively, "Temporary Property") attached and incorporated herein by reference to this Temporary Construction Easement for all purposes.

This Permanent Easement and Temporary Construction Easement (collectively, “Easement”) on the respective Permanent Property and Temporary Property (collectively, “Property”) is subject to (a) any existing public or private utility, drainage, railroad or communication facility located in, on, under or upon Property; (b) all vested rights presently owned by any public or private railroad, utility or communication company for the use of the Property for facilities presently located within the boundaries of the Property; (c) any existing lease, easement or other interest in the Property granted by County to any individual, corporation or other entity; (d) any and all existing agreements by and between the County of Dallas and the State of Texas or any other U.S. government, and/or existing right of the general public to utilize the Property; (e) any and all valid and applicable prior deed restrictions; and/or (f) any erosion, accretion, drainage, or emulsion that may change the boundary lines surveyed.
County, including its heirs, executors, administrators, successors and assigns, shall retain all original property rights, including, without limitation, recreational use, wildlife and/or botanical habitat, and parking.

1. **TERM**

   (A) **Permanent Easement.** Unless otherwise stated in this Easement, the Term of the Permanent Easement shall begin on ______________, 2023 (“Effective Date”) and shall be permanent.

   (B) **Temporary Construction Easement.** Unless otherwise stated in this Easement, the Term of the Temporary Construction Easement shall begin on the Effective Date and shall terminate upon the earlier occurrence of ______________, 2025 (“Expiration Date”) or the completion of the Permitted Project (“Completion Event”). Upon the expiration of the term of the Temporary Construction Easement, all of the rights and benefits of Grantee in, to and under this agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

2. **WARRANTY.** Not withstanding any provision to the contrary, County makes no expressed, implied, or statutory warranty of title, ownership, condition, habitability, tenantability, merchantability, or fitness for a particular purpose.

3. **PERMITTED PROJECT AND WORK PLANS.**

   (A) **For Permanent Property.** Specifically the Permanent Property shall be used by Grantee solely for maintaining, constructing, laying, replacing, repairing, rebuilding, operating, removing, changing and installing on, in, under, over, along, upon and across the Permanent Property for the purpose of an underground sanitary sewer line not greater than thirty (30) inches in diameter, for the transmission of non-hazardous or non-regulated sanitary sewer effluent with the right and privilege of ingress, egress, and regress in, along, upon, under and across the Permanent Property. Prior to the commencement of the Permitted Project, Grantee shall submit to the Dallas County Director of Planning and Development, or his designated agent, a detailed specification or plan of design, work, operation and maintenance, including, without limitation, the exact location, type, depth, and cathodic protection measures, for the Permitted Project. If approved, a true and correct copy of such specifications and plan (“Plan Documents for Permanent Easement”) shall be retained in the electronic files of the Dallas County Trail and Preserve Program (“TAPP”) in the Dallas County Planning and Development Department, and titled **City of Hutchins Sanitary Sewer Easement at Dowdy Ferry Preserve**, and shall be incorporated herein by reference for all purposes. Should Grantee wish to substantially deviate from the Plan Documents for Permanent Easement, Grantee and its contractor shall stop work or not commence the Permitted Project until County has reviewed, and/or commented, and approved the modified Plan Documents for Permanent Easement for commencement or continuance. Upon approval of the modified Plan Documents, the modified Plan Documents for Permanent Easement shall take effect, and be incorporated herein by reference for all purposes and in the same manner as the prior approved version of the Plan Documents for Permanent Easement. A true and correct copy shall replace the prior version of the Plan Documents for Permanent Easement in the County’s files with a cover page that indicates the approval date.
(B) **For Temporary Property.** Specifically the Temporary Property shall be used by Grantee solely for the purpose of maintaining, constructing, laying, replacing, repairing, rebuilding, operating, removing, changing and installing one pipe not greater than thirty (30) inches in diameter, to be used for the transmission of non-hazardous materials on, in, under, over, along, upon and across the Permanent Property. Prior to the commencement of the Permitted Project, Grantee or its contractor shall submit to the Dallas County Director of Planning & Development, or his designated agent, a detailed specification or plan of design, work, operation and maintenance, including, without limitation, the exact location, type, depth, and cathodic protection measures, for the Permitted Project. If approved, a true and correct copy of such specifications and plan (“Plan Documents for Temporary Construction Easement”) shall be retained in the electronic files of the Dallas County Trail and Preserve Program (“TAPP”) in the Dallas County Administration Building, 500 Elm Street, 3rd Floor, Dallas, Texas, and titled **City of Hutchins Sanitary Sewer Easement at Dowdy Ferry Preserve**, and shall be incorporated herein by reference for all purposes. Should Grantee wish to substantially deviate from the Plan Documents for Temporary Construction Easement, Grantee and its contractor shall stop work or not commence the Permitted Project until County has reviewed, and/or commented, and approved the Plan Documents Temporary Construction Easement for commencement or continuance. Upon approval of the modified Plan Documents, the modified Plan Documents for Temporary Construction Easement shall take effect, and be incorporated herein by reference for all purposes in the same manner as the prior approved version of the Plan Documents for Temporary Construction Easement. A true and correct copy shall replace the prior version of the Plan Documents for Temporary Construction Easement in the County’s files with a cover page that indicates the approval date.

**County Use of Property.** This Easement is made expressly subject and subordinate to the right of County to use the Property for any purpose; provided, however, such use shall not prevent Grantee from use of the Property as authorized herein or result in damage to or destruction of the sanitary sewer constructed by Grantee pursuant to this Easement. Grantee shall have 1) the right to excavate and fill and to control the excavation and fill upon said permanent easements and to remove from said permanent easements any fences, buildings or other obstructions as may now be found upon said permanent easements.

4. **NOTICE TO COMMENCE, NOTICE OF COMPLETION, AND VACATING THE TEMPORARY PROPERTY.** Grantee shall give the County notice when the construction contract will be awarded. Upon approval by County to commence the Permitted Project, and prior to the actual commencement, Grantee or its contractor shall provide seventy-two (72) hours written Notice to Commence to the County Director of Planning and Development, or his designated agent, unless the 72 hours is specifically modified by the County Director of Planning and Development. When the Permitted Project is completed, Grantee or its contractor shall provide written notice to the County Director of Planning and Development by 4:30 P.M. of the earlier occurrence of the Expiration Date or the day of the Completion Event. Grantee and its contractor must vacate the Temporary Property by 5:00 P.M. of the Expiration Date or the day of the Completion Event.

5. **PAYMENT.** Grantor is donating the Permanent Variable Width Sanitary Sewer Easement to the City of Hutchins, Grantee, which is another political subdivision of the State of Texas in conformity with Section 272.001(l) of the Tex. Loc. Gov’t Code. Pursuant to Section
272.001(l), a political subdivision, County, may donate a designated parcel of land or an interest in real property to another political subdivision, City of Hutchins, if: (1) the land or interest will be used by the political subdivision to which it is donated in carrying out a purpose that benefits the public interest of the donating political subdivision; (2) the donation of the interest or land is made under terms that effect and maintain the public purpose for which the donation is made; and (3) the title and right to possession of the land or interest revert to the donating political subdivision if the acquiring political subdivision ceases to use the interest or land in carrying out the public purpose.

The Permanent Easement is granted to the City and will be for public use, to provide water/wastewater services to the residents of the City and County, aiding in the orderly development of land located in the City and County.

The City will reimburse the County for the cost of the appraisal in the amount of Two Thousand Seven Hundred Dollars and no cents ($2,700.00).

6. **GRANTEE’S ASSURANCES.** In connection with Grantee’s Easement and Permitted Project, Grantee shall, without limitation:

(A) Grantee agrees to ensure public safety during the Permitted Project, including, but not limited to, posting of fences, barriers, warning signals, and barricades in or around areas containing potential hazards created by the Permitted Project, so that the public is sufficiently warned about work in progress at all times;

(B) Not create, either collectively or individually, any hazard or nuisance; not cause a threat to the health, environment or safety of the public; and/or not impair nor prevent access by the general public to areas not affected by construction. Except to the extent the Property is altered to accommodate the Permanent Easement, Grantee further agrees to pay for any property damage that result from the Permitted Project;

(C) Conduct its business in a safe, careful, professional and lawful manner, as well as keep and maintain the Property in practically the same condition as it was when Grantee first entered to commence on Permitted Project, except to the extent the Property must be modified to accommodate construction of the Permitted Project in accordance with the Plan Documents for Permanent Easement;

(D) Use, generate, release, discharge, store, dispose, or transport any Hazardous Materials on, under, in, above, to, or from the Property only as necessary, and in strict compliance with all applicable federal, state, and local laws, rules, regulations, and orders. For purposes of this provision, the term, "Hazardous Materials," shall mean and refer to any wastes, materials, or other substances that require special handling or treatment under any applicable local, state, or federal law, rule, regulation, or order;

(E) Not use, nor permit the use of the Property, or its adjoining property, for any purpose that may be in violation of any laws pertaining to health or the environment, including, without limitation, the Superfund Amendments and Reauthorization Act (SARA); which amended the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); the Resource Conservation and Recovery Act (RCRA); the Texas Water
Code; and the Texas Solid Waste Disposal Act; as amended. Grantee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous or regulated substances or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous or regulated substances or solid waste will ever be discharged onto the Property by Grantee;

(F) Ensure that first soil (top soil) removed is last soil replaced, restore the surface grade of the land to the original elevations, compaction, and drainage configurations that existed prior to Grantee’s performance. Grantee’s restoration shall be completed in a timely manner;

(G) Re-sow with wildflower seed or native grass (appropriate to the soil type and sun exposure of the property) all areas upon which the surface is disturbed by the construction of the line, including both the permanent and temporary construction easements. Reseeding will be of a Texas mixed variety at a rate of at least six pounds per acre. Grantee shall utilize good quality Texas seed. Grantee, however, is not responsible for the success of establishment of the wildflowers.

(H) Ensure that only trees marked on Exhibit B (“Plan Profile) shall be removed for construction unless specific permission has been granted by the County.

(I) Construction fencing will be placed around any trees directly adjacent to the contractor access routes to prevent root compaction and damage to the trees.

The contractor will access the Temporary Easement and Permanent Easements from Dowdy Ferry Road.

(J) Assure that it is cognizant of the character of its maintenance, construction, operation and work on the Property;

(K) Not park, nor permit to be parked, overnight any vehicles on the Property except during Permitted Project and periodic inspections. No vehicle of any kind, type or nature will be abandoned on the Property by Grantee or its contractor;

(L) Perform all maintenance, construction, work, operations, alterations or improvements in a professional and reputable manner and in strict compliance with approved plans, drawings, specifications, maintenance, and construction schedules as furnished to County;

(M) Be solely responsible for the issuance and compliance with all building permits, certificates of occupancy, and all other such requirements;

(N) Assure that Grantee’s maintenance, construction, operation and work on the Property shall not alter the topography, shall not impair the drainage, and shall not impound or divert the water into any other drainage area;

(O) Be solely responsible for the determination of the existence of utility, drainage, railroad, or communication facilities and to perform maintenance, construction, operation, or work on Property without damage, interference or conflict. In the event that there is a conflict between the Permitted Project and such existing facilities, Grantee shall be responsible for and shall design, operate, install, and construct, in such a manner as to provide for a
minimum clearance so as not to cause damage to or interruption of such utility or communication facilities;

(P) Be solely responsible, regardless of the review, approval, and/or comments by County regarding the Plan Documents, for the construction, operation, work, design and maintenance of the Permitted Project, including, without limitation, the job site, inspection and certification that the Property is safe for work; preparation of safety plans, training and compliance with all applicable state and federal labor laws and regulations; ensuring that all personnel are properly trained and supervised to carry out Permitted Project; development of procedure to detect and warn of hazardous conditions, including use of hazardous or regulated materials, substances or equipment; inspection and testing of all materials to be used in the Permitted Project; and compliance with all applicable state, federal wage and labor laws and all trademark, patents and copyright laws; and will look solely to industry standards for architectural and engineering sufficiency;

(Q) Agree that County and its authorized agents have the right to enter the Property at any time for the purpose of examination, inspection, repairs, alternations, or improvements to the Property as County may deem necessary or desirable, but that would not unreasonably interfere with Grantee’s use of the Easement or defeat the function and purpose of the Easement;

(R) Prior to the earlier of the Expiration Date or Completion Event, maintain the Property in good order, including removal from the Property not less frequently than weekly, and prior to providing Grantee’s notice of completion, without cost to County, all debris, surplus, trash, substance and materials placed on the Property by Grantee or its contractor. Grantee or its contractor shall dispose of same in proper trash receptacles and in accordance with applicable law, ordinance, regulation and County policy. Grantee shall also remove all of its tools, equipment and materials from the Property at no cost to County upon the earlier of the Expiration Date or Completion Event;

(S) Not erect, nor permit others to erect, any structure on the Property except as approved in the Plan Documents; and

(T) The land or interest will be used by the City to which it is donated in carrying out a purpose that benefits the public interest of the donating political subdivision; the donation of the interest or land is made under terms that effect and maintain the public purpose for which the donation is made; and title and right to possession of the land or interest revert to the donating political subdivision if the City ceases to use the interest or land in carrying out the public purpose.

7. **APPLICABLE LAWS AND AGENCY APPROVALS.** Grantee, without any cost or expense to County, shall comply with all applicable laws, statutes, ordinances, rules, regulations and orders, including any zoning ordinances, required licenses, permits, certifications, or other approvals from any agencies to carry on Permitted Project. Failure to be aware of such requirements or to comply with any parts thereof shall be grounds for Termination of this Easement at County’s discretion and shall subject Grantee to all available remedies that County may pursue.
8. **HAZARDS / DANGERS ON PROPERTY.** Grantee and its contractor shall enter the Property at their own risk. County shall not be responsible for any known or unknown dangers, hazards, or risks on Property, including, without limitation, venomous snakes, wild animals, traps, and holes. Grantee or its contractor shall not destroy or harm any federally, state, or locally protected animals.

9. **DUTY OF CARE IN PERFORMANCE.** If Grantee or its contractor, including any of its materials and equipment, causes damage to the Property, or its adjacent property, the Grantee or its contractor shall immediately replace or repair the damages at no cost or expense to County and restore the Property to its condition at the commencement of the Permitted Project. Repair or replacement of damaged areas of Property shall be performed in a professional manner and using high quality materials. Repair or replacement of damaged areas of Property includes, without limitation, re-seeding, replanting, compacting to the original density and resurfacing any holes, ditches, or other indentations, as well as any mounds or other inclines created by any excavation by Grantee or its contractor. If Grantee or its contractor fails or refuses to make such repair or replacement: County shall have the right, but not the obligation, to make or affect any such repair or replacement subject to reimbursement from Grantee.

10. **INSURANCE FOR PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT.**

   (A) Without limiting any of the other obligations or liabilities of the Grantee, and before commencing any work on County property, Grantee will require its contractors to have and maintain without cost to County, in full force and effect minimum insurance with companies approved by the State of Texas and satisfactory to County.

   (B) As a condition precedent to commencement of any work, not later than ten (10) calendar days after the Effective Date of this Permanent Easement and Temporary Construction Easement, Grantee shall cause its contractor to furnish to the Dallas County Director of Purchasing (at the same address given below under this Insurance heading) the following minimum insurance coverage for the contractor that show the County as the certificate holder and covers the period of the Term of this Temporary Construction Easement and any renewals:

   1) **Statutory Workers’ Compensation Insurance** that meets the requirements of the Texas Workers’ Compensation Act, Title 5, Subtitle A of the Texas Labor Code, or, if self-insured, then Grantee’s contractor must provide to County evidence of a certificate issued by the Workers’ Compensation Commission approving such self-insurance for the contractor. If Grantee’s contractor has no employee (as defined by the Texas Workers’ Compensation Act), its contractor shall provide County with a sworn Affidavit in lieu of a Certificate of Insurance, which Affidavit shall be attached and incorporated into this Temporary Construction Easement by reference for all purposes, and which shall state that there is no employee. Grantee’s contractor that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self insurance, with the Texas Workers’ Compensation Commission. Providing false or misleading information may subject Grantee’s contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
Types of Coverage | Limits of Liability
--- | ---
Workers’ Compensation | Statutory
Employer’s Liability
  | Bodily injury by Accident | $500,000.00 Each Accident
  | Bodily injury by Disease | $500,000.00 Each Employee
  | Bodily injury by Disease | $500,000.00 Policy Limit

2) Commercial General Liability Insurance, including Contractual Liability Insurance. Grantee’s contractor shall maintain Commercial General Liability Insurance coverage for the following:
(a) Premises Operations; (b) Independent contractors or consultants; (c) Products/Completed operations; (d) Personal injury; (e) Contractual liability; (f) Explosion, collapse and underground; (g) Broad form property damage, to include fire legal liability. Such insurance shall carry a limit not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00) for bodily injury, property damage, and blanket contractual coverage per occurrence with a general aggregate of Five Hundred Thousand and 00/100 Dollars ($500,000.00) and products and completed operations aggregate of Five Hundred Thousand and 00/100 Dollars ($500,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors and volunteers, or such additional coverage or increase in limits, including those contained within any bid specifications.

3) Comprehensive Automotive Liability Insurance: Any liability associated with the operation of a vehicle by Grantee’s contractor in connection with the performance of services under this Permanent Easement and Temporary Construction Easement shall not be the responsibility of the County.

4) Pollution/Environmental Impairment Liability Insurance. Grantee’s contractor shall maintain Pollution Liability Insurance with a limit not less than Two Million and 00/100 Dollars ($2,000,000.00) for each occurrence for bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and costs and expenses incurred in the investigation, defense, or settlement of claims. Such insurance shall include automobile coverage forms.

5) Excavation Liability Insurance. Grantee’s contractor shall maintain an XCU coverage with a limit not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence.

(C) With respect to the above referenced insurance, all insurance contracts/policies maintained by Grantee’s contractor will contain the following required provisions:

1) Name County as an additional insured (as the interest of each insured may appear) as to all applicable coverage.
2) This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) calendar days prior written notice, or ten (10) calendar days for non-payment of premium, has been given by the insurance company to the County.

3) Provide for an endorsement that the “other insurance” clause shall not apply to the County where the County is an additional insured on the policy.

4) Provide for notice to the County to the person and at the address shown below by certified mail, return receipt requested, and full postage paid, sent to:

   Copy to:
   
   Dallas County Director of Purchasing  Dallas County Director of Planning & Development
   Records Building  Records Building
   500 Elm Street, Suite 5500  500 Elm Street, Suite 3100
   Dallas, Texas 75202  Dallas, TX 75202

5) Grantee’s contractor shall agree to waive subrogation, and each applicable policy of insurance shall state a waiver of subrogation, against County, including its elected officials, officers, employees, volunteers, agents and representatives, for injuries, including death, property damage and/or any other loss.

   (D) Grantee’s contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage.

   (E) It is the intent of these requirements and provisions that Grantee’s contractor’s insurance covers all cost and expense so that the County, including its elected officials, officers, employees, volunteers, agents and representatives will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Permanent Easement and Temporary Construction Easement.

   (F) Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. Any and all copies of Certificates of Insurance shall reference this Easement for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Grantee’s contractor under this Permanent Easement and Temporary Construction Easement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to:

   Copy to:

   Dallas County Director of Purchasing  Dallas County Director of Planning & Development

   Records Building  Records Building
   500 Elm Street, Suite 5500  500 Elm Street, Suite 3100
   Dallas, Texas 75202  Dallas, TX 75202
within ten (10) calendar days of execution and/or renewal of this Temporary Construction Easement and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Permanent Easement and Temporary Construction Easement subject to immediate termination at County’s sole discretion.

(G) All insurance coverage shall be on a per occurrence basis or a per claim basis if Grantee’s contractor provides for five (5) year tail coverage, unless specifically approved in writing and executed by the County’s Director of Purchasing and Risk Manager.

(H) All insurance required to be carried by Grantee’s contractor under this Permanent Easement and Temporary Construction Easement shall be acceptable to the County in form and content, in its sole discretion. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the contractor.

(I) Minimum insurance is a condition precedent to any work performed under this Permanent Easement and Temporary Construction Easement and for the entire Term of this Temporary Construction Easement, including any renewals or extensions. In addition to any and all other remedies County may have upon Grantee for Grantee’s contractor’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

1) Order Grantee to stop work hereunder, which shall not constitute a Suspension of Work;

2) At its sole discretion, declare a material breach of this Permanent Easement and Temporary Construction Easement, which, at County’s discretion, may result in:

   a) termination of this Permanent Easement and Temporary Construction Easement;

   b) demand on any bond, as applicable;

3) Any combination of the above.

(J) Approval, disapproval or failure to act by the County regarding any insurance supplied by Grantee’s contractor shall not relieve Grantee of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Grantee’s contractor from liability.

(K) Nothing herein contained shall be construed as limiting in any way the extent to which Grantee may be held responsible for payments of damages to persons or property resulting from Grantee’s contractor’s performance of the work covered under this Temporary Construction Easement.
(L) The provisions of this Section shall survive termination or expiration of this Temporary Construction Easement or any determination that this Temporary Construction Easement or any portion hereof is void, voidable, invalid or unenforceable.

(M) **Insurance Lapse.** Pursuant to Section 94.73 of the Dallas County Code, if the Grantee’s contractor fails to maintain the insurance required under the Temporary Construction Easement continuously at all times during the period stated in the Temporary Construction Easement, or otherwise has a lapse in any of the required insurance coverage, including workers’ compensation coverage, the Grantee shall reimburse the County for any and all costs, including attorney’s fees incurred by the County in curing said default.

In the event that the Grantee’s contractor does not maintain insurance as required by the Temporary Construction Easement, the Grantee shall immediately cure such lapse at the Grantee’s sole cost and expense, and pay the County in full for all costs and expenses incurred by the County under the Temporary Construction Easement as a result of the Grantee’s contractor’s failure to maintain insurance, including, but not limited to, any and all costs and reasonable attorney’s fees relating to the County’s efforts to cure such lapse in insurance coverage.

11. **INDEMNIFICATION.** County, its Elected Officials, the Commissioners Court, County Judge, officers, directors agents and employees shall not be liable to Grantee or its contractor for any injury to person or damage to Property, on or about the Property, including but not limited to, consequential damage, (1) caused by any act or omission of Grantee or its contractor or any other person entering the Property by express or implied invitation of Grantee or its contractor, or (2) arising out of the use of the Property by the Grantee or its contractor or (3) arising out of any breach or default by Grantee or its contractor in the performance of its obligations hereunder, or (4) caused by any improvements located in or on the Property being out of repair or by physical defect, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Property, or (5) arising out of the failure or cessation of any service provided by County, if any.

County, its Elected Officials, the Commissioners Court, County Judge, officers, directors agents and employees shall not be liable to Grantee or its contractor for any loss or damage that may be occasioned by or through the acts or omissions of Grantee or its contractor or of any other persons whomsoever. Further, County shall not be liable to Grantee or its contractor for any inconvenience or loss to said contractor’s connection with any of the repair, maintenance, damage, destruction, restoration, or replacement referred to in this Easement.

Grantee will require its contractor to agree to indemnify and hold harmless County, its Elected Officials, the Commissioners Court, County Judge, officers, directors, employees, agents and representatives (collectively, “County”) against all claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to, court costs, litigation expenses and attorney's fees) and all recoverable interest thereon, incurred by or sought to be imposed on County because of injury (including death) or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to: (1) the performance of, attempted performance
of, or failure to perform, operations or work under this Easement by Grantee and its contractor; (2) the condition of the premises on which said operations or work are being performed; (3) the selection, provision, use or failure to use, by any person or entity, of any tools, supplies, materials, equipment or vehicles (whether owned or supplied by County, or any other person or entity) in connection with said work or operations; or (4) the presence of Grantee and its contractor on the Property. Grantee and its contractor further agrees to defend, at its sole cost and expense (at the election of County) against any claim, demand, action or suit for which indemnification is provided hereunder.

Further Grantee shall, to the extent allowable by law, release, defend and indemnify County, its elected officials, the Commissioners Court, County Judge, officers, directors agents and employees from and against all loss, damage, claims, expense, including judgments and attorney's fees, and liability for bodily injury to, or death of, any person and loss of or damage to any property and loss of use thereof arising out of or in any way connected with the work upon or adjacent to any part of the Property, whether or not caused by or contributed by the presence in or operation of any facility or any operation, structure or facilities of County, or any other party.

County, its elected officials, the Commissioners Court, County Judge, officers, directors agents and employees shall not be liable to Grantee or its contractor for any injury or death to such persons or any damage to personal property occurring in or about the Property caused by the negligence or misconduct of Grantee or its contractor or any other person.

12. ASSIGNMENT. Grantee shall not assign or transfer its rights under this Easement, in whole or in part, or permit any other person or entity, exclusive of Grantee and its contractor and subcontractors to use the rights granted herein or sublet all or any part of the Property without prior written consent of County, which County in under no obligation to grant.

13. DEFAULT BY CONTRACTOR. In the event Grantee shall be in default hereunder, if any, or shall otherwise breach its covenants or obligations, and shall be and remain in default for a period of sixty (60) calendar days after written notice from County to Grantor of such default, County shall have the right and privilege of terminating this Easement and declaring the same at an end, and of entering upon and possession of the Property, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the Property and damages occasioned by such default.

14. REVERSION AND ABANDONMENT.
Because County is not conveying to Grantee a fee simple title to Property, if Grantee ceases to use the Property for the Permitted Project for a continuous period of twelve (12) months, the Easement shall terminate accordingly and automatically revert back and vest in County free and clear of the Easement granted, exactly as it stands immediately prior to the execution of this Easement to Grantee. In such event, Grantee shall execute without cost to County, any and all documents and instruments that County deems necessary or expedient to effectuate the reversion to County of the Easement to the Property. Further, Grantee shall remove all improvements, facilities, equipment, materials, and appurtenances in order to restore the Property to its original condition immediately prior to the execution of this Easement.
15. **TERMINATION, SUSPENSION AND SURVIVAL.**

(A) **Suspension.** Should County desire to suspend the work, but not terminate the Easement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. Grantee’s contractor shall stop all work as set forth in this Easement and will cease to incur costs to County during the term of the suspension. Grantee’s contractor shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for work of this Easement is necessary because of a suspension, a mutually agreed Easement amendment will be executed in accordance with this Easement.

(B) **Termination.** The Temporary Easement may be immediately terminated as follows: (1) the earlier occurrence of the Expiration Date or the Completion Event with regards to the Temporary Construction Easement only; or (2) Grantee is in default or is in violation of any provision of this Easement; or (3) Upon written mutual agreement; or as additionally stated in other provisions of this Easement.

(C) **Survival.** All provisions relating to insurance, indemnification, and duty of care by Grantee’s contractor shall survive Termination of this Easement.

16. **SURRENDER OF PROPERTY.** Upon the earlier occurrence of the Expiration Date or Completion Event, Grantee shall have repaired any damage that was directly or indirectly caused by Permitted Project, shall have restored the Property to the condition that existed immediately prior to the commencement of the Permitted Project, and shall surrender the Property to County.

17. **LIMITATION OF WARRANTIES.** There are no expressed, statutory or implied warranties, including but not limited to merchantability, fitness for the particular purpose, as to title, or of any other kind arising out of this Easement, and there are no warranties that extend beyond those expressly stated in this Easement.

18. **NOTICES.** Any notice, demand or request required or permitted to be given under this Easement or any law shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage paid, to the party who is to receive such notice, demand or request at the addresses set forth below, or at such other address as County or Grantee may specify from time to time by written notice. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed to the following:

**COUNTY:**
Dallas County
Director of Planning & Development
Records Building
500 Elm Street, Suite 3100
Dallas, TX 75202

*Copy to:*

**GRANTEE:**
City of Hutchins
City Administrator
Hutchins City Hall
128 N Dallas Ave
Hutchins, TX 75172
19. **HOLDING OVER.** In the event Grantee remains in possession of any part of the Property without the consent of County, or in the event Grantee remains in possession of any part of the Property after the later event, after the Expiration Date or after the Completion Event, Grantee shall pay to County a rental fee of $1,500.00 per month in addition to any and all other costs, including, without limitation, storage cost. In addition, Grantee shall be liable to County for all damage occasioned by such holding over. Grantee shall vacate and surrender the Property to County as intended in this Easement. No holding over by Grantee, whether with or without the consent of County, shall operate to extend this Easement.
20. **MISCELLANEOUS GENERAL PROVISIONS.**

(A) **Sovereign Immunity.** This Easement is expressly made subject to the governmental entities governmental/sovereign immunity, pursuant to Title 5 of the Texas Civil Remedies Code and all applicable state and federal laws. The parties expressly agree that no provision of this Easement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law.

(B) **Governing Law and Venue.** This Easement shall be governed by and constructed in accordance with the laws and case decision of the State of Texas. Exclusive venue for any legal action regarding this Easement filed by either party shall be in Dallas County, Texas.

(C) **Entire Agreement.** This Easement, including all attachments, Exhibits, and Addendum, if any, constitutes the entire agreement between the parties and supersedes all prior agreements concerning the subject matter of this transaction, whether oral or written.

(D) **Binding Effect.** This Easement and the respective rights and obligations of the parties shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; except that County, its successors and assigns shall not be obligated to perform beyond the Term of this Easement.

(E) **Severability.** If any term, covenant, condition or provision of this Easement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, this Easement shall be construed as if such provision had never been contained herein, and shall not affect the remainder of the terms, covenants, conditions, provisions of this Easement, or the application thereof to any person or circumstance, and shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(F) **No Third Party Beneficiaries.** The terms and provisions of this Easement are for the benefit of the parties hereto and not for the benefit of any third party.

(G) **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Easement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Easement are cumulative, and either party’s use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Easement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. Grantee has a duty to mitigate damages.

(H) **Amendments.** This Easement may be amended or supplement only by a written instrument executed by the party against whom enforcement is sought.
(I) **Counterparts, Number, Heading, and Gender.** This Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Easement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Easement.

(J) **Conflicting or Ambiguous Provisions.** In the event of any ambiguity or inconsistency among the provisions of this Easement and or any incorporated or referenced or pertinent documents, all parties agree that the provisions most favorable to the County shall control.

(K) **No Joint Enterprise.** Grantee is an independent contractor and not an agent, servant, joint enterpriser, joint venturer, or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its personnel in conjunction with the performance of services covered under this Easement. Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services herein. Such personnel of Grantee shall not be employees of or have any contractual relationship with the County.

(L) **Contingent.** This Easement is expressly subject to and contingent upon formal approval by the Dallas County commissioners Court and by resolution of the Hutchins City Council.

(M) **Signatory Warranty.** Each party represents that it has the full right, power and authority to enter and perform this Easement in accordance with all of the terms and conditions, and that the execution and delivery of Easement has been made by authorized representatives of each party to validly and legally bind the respective party to all terms, performances and provisions set forth in this Easement.

(N) **As is.** By the use of the easement property, Grantee takes the easement property “as is”, except for the warranties of title as provided and limited herein, if any. Grantor has not made and does not make any representations as to the physical condition, layout, footage, expenses, zoning operation, or any other matter affecting or related to the easement property, and Grantee hereby expressly acknowledges that no such representations have been made. Grantor makes no other warranties, express or implied, of merchantability, marketability, fitness or suitability for a particular purpose or otherwise except as set forth and limited herein. Any implied warranties are expressly disclaimed and excluded.

*(The remainder of this page was intentionally left blank)*
DALLAS COUNTY / GRANTOR:

By: Clay Lewis Jenkins
Title: County Judge
Date: _______________________________

CITY OF HUTCHINS / GRANTEE:

By: James Quin
Title: City Administrator
Date: _______________________________

Recommended:

By: Luis Tamayo
Title: Director of Planning & Development

Approved as to Form*:
John Creuzot
District Attorney

Barbara Nicholas
Chief, Civil Division

By: Clara Saafir
Assistant District Attorney

* By law, the District Attorney’s Office may only advise or approve contracts or agreements or legal documents on behalf of its clients. It may not advise or approve a contract or agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).
ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _______ day of ________________, 2023, by Clay Lewis Jenkins, County Judge for the County of Dallas, on behalf of the Grantor, County of Dallas, a political subdivision of the State of Texas.

________________________________________
Notary Public, State of Texas

__________________________________________
My Commission Expires

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _______ day of ________________, 2023, by James Quin, City Administrator for the City of Hutchins, on behalf of the Grantee, City of Hutchins, a political subdivision of the State of Texas.

________________________________________
Notary Public, State of Texas

__________________________________________
My Commission Expires
MEETING DATE: August 21, 2023
SUBMITTED BY: Robert McWayne, Interim Director of Public Works
AGENDA ITEM: F.10.
AGENDA CAPTION: Discuss and consider Ordinance 2023-1178 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A TITLED “FEE SCHEDULE” AND BY ADDING A NEW ARTICLE 13.102 TITLED “WATER METER TESTING FEES AND REREADS”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Background Information

City staff reviewed the Fee Schedule and found that a lot of it has not been updated since 1992 (31yrs). Staff compared our current rates/fees to other cities in the area and got updated costs for the items listed in the Fee Schedule to better reflect the current market.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

These updates were reviewed and the ordinance was prepared by the City Attorney.

Staff Recommendation

Staff recommends Council approve ordinance 2023-1178 updating the fee schedule.

Supporting Documentation and Attachments

1. ORD 2023-1178 Amending Fee Schedule
CITY OF HUTCHINS
ORDINANCE 2023-1178

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A TITLED “FEE SCHEDULE” AND BY ADDING A NEW ARTICLE 13.102 TITLED “WATER METER TESTING FEES AND REREADS”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS 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 Code of Ordinances of the City of Hutchins, Texas, is hereby amended by amending Appendix A titled “Fee Schedule”, to read as follows:

APPENDIX A

“FEE SCHEDULE

ARTICLE A1.000
GENERAL PROVISIONS

§ A1.009 Hutchins Community Center Fees.

<table>
<thead>
<tr>
<th></th>
<th>Resident</th>
<th>Nonresident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit required</td>
<td>$300.00</td>
<td>$300.00 $400.00</td>
</tr>
</tbody>
</table>

ARTICLE A3.000
BUILDING REGULATIONS

§ A3.001 Contractor registration fee.

The service charges for contractor registration shall be as follows:

... Mechanical: $50.00 No charge.

...
§ A3.002  **Miscellaneous permit fees.**
The service fees for miscellaneous permits shall be as follows:

<table>
<thead>
<tr>
<th>AMEND:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fence/retaining wall</td>
<td>$35.00 $100.00</td>
</tr>
<tr>
<td>Foundation repair</td>
<td>$75.00 $100.00</td>
</tr>
<tr>
<td>ADD:</td>
<td></td>
</tr>
<tr>
<td>Residential roof / re-roof permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Commercial roof / re-roof permit</td>
<td>$150.00</td>
</tr>
<tr>
<td>AMEND:</td>
<td></td>
</tr>
<tr>
<td>Storage/accessory buildings</td>
<td></td>
</tr>
<tr>
<td>Less than 120 sq. foot</td>
<td>No charge</td>
</tr>
<tr>
<td>200 sq. foot (no building permit required)</td>
<td></td>
</tr>
<tr>
<td>Greater than 120 sq. foot</td>
<td>$50.00</td>
</tr>
<tr>
<td>200 sq. foot (building permit required)</td>
<td></td>
</tr>
<tr>
<td>DELETE:</td>
<td></td>
</tr>
<tr>
<td>Gas line repair</td>
<td>$60.00</td>
</tr>
<tr>
<td>AMEND:</td>
<td></td>
</tr>
<tr>
<td>Spas &amp; hot tubs</td>
<td>$25.00 $50.00</td>
</tr>
<tr>
<td>DELETE:</td>
<td></td>
</tr>
<tr>
<td>Gas test/meter release</td>
<td>$25.00</td>
</tr>
<tr>
<td>AMEND:</td>
<td></td>
</tr>
<tr>
<td>Electric permit</td>
<td>$75.00 $100.00</td>
</tr>
<tr>
<td>ADD:</td>
<td></td>
</tr>
<tr>
<td>Solar</td>
<td>$150.00</td>
</tr>
<tr>
<td>AMEND:</td>
<td></td>
</tr>
<tr>
<td>Plumbing permit</td>
<td>$75.00 $100.00</td>
</tr>
<tr>
<td>Mechanical permit</td>
<td>$75.00 $100.00</td>
</tr>
<tr>
<td>Reinspection fee</td>
<td>$50.00 $75.00</td>
</tr>
<tr>
<td>ADD:</td>
<td></td>
</tr>
<tr>
<td>Early grading permit/grading &amp; filling</td>
<td>$200.00</td>
</tr>
<tr>
<td>DELETE:</td>
<td></td>
</tr>
<tr>
<td>Grading/filling</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

§ A3.003  **Commercial and residential permit and plan fee.**
AMEND:

(b) Residential permit. New construction, repairs, additional or alterations.

AMEND (1); ADD NEW (2) AND (3); RENUMBER (4) & (5):

(1) $0.55 per square foot
(2) $0.25 per square foot for repairs, additions or alterations.
(3) Porch/deck/patio - $0.25 per square foot with a $25.00 minimum.
(4) New construction shall be calculated by total sq. ft. under roof.
(5) Additions and alterations shall be sq. ft. of addition or area of alteration.

ARTICLE A6.000

HEALTH AND SANITATION

§ A6.002 City expenses of cutting weeds, brush or other vegetation.

The expense incurred by the city in cutting or removing weeds, brush or other objectionable or unsightly vegetation shall be charged at the rate of twenty dollars ($20.00) per hour with a minimum charge of twenty dollars ($20.00), rate of at least forty dollars ($40.00) per hour with a minimum charge of forty dollars ($40.00).

ARTICLE A10.000

SUBDIVISIONS

§ A10.001 Development fees.

The following schedule of fees and charges shall be collected by the city when any zoning map or platting request is submitted to the city’s planning and zoning commission, and each of the fees and charges provided for herein shall be paid in advance, and no action of the commission or any other board or agency shall be valid until the fees have been paid to the city:

(1) Preliminary plat:

(A) $50.00 per plat, plus $5.00 per lot with a minimum fee of $150.00. $250.00 per plat, plus $5.00 per lot.

(B) $50.00 per plat, plus $10.00 per unit for duplex and multiple dwelling areas not subdivided into lots, with a minimum fee of $150.00.
(2) Final plat/re-plat:

(A) $100.00 per plat, plus $7.00 per lot with a minimum fee of $250.00. $500 per plat, plus $7.00 per lot.

(B) $100.00 per plat, plus $10.00 per unit for duplex and multiple dwelling areas not subdivided into lots, with a minimum fee of $250.00.

(3) These fees shall be charged on all plats, regardless of the action taken by the Commission whether the plat is approved or denied. The money collected shall defray the cost of administrative, clerical and inspection services necessary to properly investigate the plats, replats and subdivisions.

(4) Planned development (PD): $1,000.00.

(5) General zoning change/special use permit (SUP):

(A) Less than 1 acre: $150.00. (A) 0-5 acres: $500.00.

(B) 1 acre to less than 5 acres: $250.00. (B) 5.1 acres and up: $750.00.

(C) 5 acres to less than 25 acres: $500.00.

(D) 25 acres and greater: $750.00.

(6) Variance/special exception/general appeal: $250.00 $500.00.

...ARTICLE A13.000

UTILITIES

...

Division 3  Pro-Rata and Utility Connection Charges

...

§ A13.063  Meter pro-rata charge.

(a) A meter pro-rata charge shall be made for all water meters larger than one inch (1”). Such pro-rata charge shall be based on the “safe maximum operating capacity” of the meter less the capacity of a one inch (1”) meter. For detector type meter facilities, the pro-rata charge shall be made on all meters. The developer shall pay to the city the following meter pro-rata charge prior to connection to the city’s water system:
### Meter Size

<table>
<thead>
<tr>
<th>ADD:</th>
<th>Pro-rata Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4”</td>
<td>$587.00 (Ally) or $261.00 (Iperl)</td>
</tr>
<tr>
<td>1”</td>
<td>$341.00</td>
</tr>
</tbody>
</table>

### AMEND:

<table>
<thead>
<tr>
<th>Size</th>
<th>Pro-rata Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1/2”</td>
<td>$150.00 $665.97</td>
</tr>
<tr>
<td>2”</td>
<td>$330.00 $877.39</td>
</tr>
<tr>
<td>3”</td>
<td>$900.00 $1,992.34</td>
</tr>
<tr>
<td>4”</td>
<td>$1,650.00 $3,356.18</td>
</tr>
<tr>
<td>6”</td>
<td>$4,050.00 $5,694.24</td>
</tr>
<tr>
<td>8”</td>
<td>$7,350.00 $9,111.56</td>
</tr>
<tr>
<td>10”</td>
<td>$11,250.00 $13,107.52</td>
</tr>
</tbody>
</table>

### DELETE:

<table>
<thead>
<tr>
<th>Size</th>
<th>Pro-rata Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>12”</td>
<td>$47,250.00</td>
</tr>
</tbody>
</table>

... § A13.064 **Main extension for developers and subdivisions.**

(a) **On-site extensions—Totally within property to be developed.** A developer shall defray the entire cost of water and sewer mains and all appurtenances that lie totally within a subdivision, except that the city will refund the oversize cost as established in section 13.05.005 of this code of any main larger than eight inches (8”) twelve inches (12”) in diameter, unless such larger size is necessary to serve the developer’s property in question. Size of mains necessary for adequate service shall be determined by the utility department in accordance with the city’s master water and sewer plan. Refunds for oversize cost will be made upon final acceptance of the system by the city providing the funds are available.

(b) **Along-site mains:** Lying along one or more sides of a subdivided tract and serving property other than the subdivision for which the extensions are made:

... (2) For water and sanitary sewer mains, larger than eight inches (8”) twelve inches (12”) in diameter, the developer will be refunded the oversize cost as established in section 13.05.007 of this code and as adjacent property develops, the developer will be refunded any collected pro-rata as established in section 13.05.002(b)(1) of this code.
Division 4. Water and Sewer Charges

§ A13.091 Service connections.

(a) Water service connection.

   (1) The city shall install and maintain all water service connections in the streets, alleys, and easements, and shall charge for the installation and maintenance of all such connections a sum sufficient to cover the average cost thereof, such sum to be determined and collected by the utility department and shall be at the following rates:

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Box and Setting</th>
<th>Tap Charge</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;–3/4&quot; service</td>
<td>$200.00</td>
<td>$500.00</td>
<td>$700.00 + Cost of Meter</td>
</tr>
<tr>
<td>1&quot; service</td>
<td>$300.00</td>
<td>$675.00</td>
<td>$975.00 + Cost of Meter</td>
</tr>
<tr>
<td>1-1/2&quot; service</td>
<td>$500.00</td>
<td>$750.00</td>
<td>$1,250.00 + Cost of Meter</td>
</tr>
<tr>
<td>2&quot; service</td>
<td>$750.00</td>
<td>$1,000.00</td>
<td>$1,750.00 + Cost of Meter</td>
</tr>
</tbody>
</table>

(b) Sanitary sewer connections.

   (1) The city shall install all sanitary sewer service connections in the streets, alleys, and easements both inside and outside the city limits. Said service connections shall be installed from the main to the property line when the sewer main is located in an alley or a street right-of-way; if the sewer main is in an easement, the service connection shall be installed from the sewer main to the easement boundary line. The city shall charge for each sewer lateral connection, the following:

<table>
<thead>
<tr>
<th>Lateral Size</th>
<th>Box and Setting</th>
<th>Tap Charge</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot; lateral</td>
<td>$750.00</td>
<td>$900.00</td>
<td>$1,650.00</td>
</tr>
<tr>
<td>6&quot; lateral</td>
<td>$900.00</td>
<td>$1,050.00</td>
<td>$1,950.00</td>
</tr>
<tr>
<td>8&quot; lateral</td>
<td>$1,050.00</td>
<td>$1,200.00</td>
<td>$2,250.00</td>
</tr>
</tbody>
</table>

§ A13.092 Evaluated prices for determination of oversize cost and off-site facilities.
### Water mains and appurtenances

| AMEND: |  
|--------|--------------------------------------------------|
| 4” cement lined, class 150, cast iron water pipe  
4” PVC C900 DR 18 pipe | $5.50 | $8.00 |
| 6” cement lined, class 150, cast iron water pipe  
6” PVC C900 DR18 pipe | $7.00 | $16.00 |
| 8” cement lined, class 150, cast iron water pipe  
8” PVC C900 DR18 pipe | $8.00 | $27.00 |
| 12” cement lined, class 150, cast iron water pipe  
10” PVC C900 DR18 pipe | $12.00 | $40.00 |
| 16” cement lined, class 150, cast iron water pipe  
12” PVC C900 DR18 pipe | $14.00 | $56.00 |
| ADD: |  
| 16” PVC C900 DR18 pipe | $98.00 |

| AMEND: |  
| Fittings, per ton | $1,500.00 | $2,250.00 |
| Standard fire hydrant | $400.00 | $2,000.00 |
| 4” gate valve, each | $120.00 | $974.00 |
| 6” gate valve, each | $170.00 | $1,226.00 |
| 8” gate valve, each | $250.00 | $1,974.00 |

| ADD: |  
| 10” gate valve, each | $3,077.00 |

<p>| AMEND: |<br />
| 12” gate valve, each | $480.00 | $3,893.00 |</p>
<table>
<thead>
<tr>
<th>Description</th>
<th>16&quot; gate valve, each</th>
<th>$1,300.00</th>
<th>$13,051.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>For 3/4&quot; copper Poly water service</td>
<td></td>
<td>$60.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>For 1&quot; copper Poly water service</td>
<td></td>
<td>$90.00</td>
<td>$108.00</td>
</tr>
<tr>
<td>For 1-1/2&quot; copper Poly water service</td>
<td></td>
<td>$150.00</td>
<td>$211.00</td>
</tr>
<tr>
<td>For 2&quot; copper Poly water service</td>
<td></td>
<td>$200.00</td>
<td>$288.00</td>
</tr>
</tbody>
</table>

The unit prices above are not inclusive of all concrete, wet connections, gravel foundation, and granular backfill which may be necessary.

(b) Sanitary sewer mains and appurtenances.

<table>
<thead>
<tr>
<th>Description</th>
<th>6&quot; vitrified clay tile pipe 6&quot; SDR35 PVC pipe</th>
<th>$7.00</th>
<th>$7.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>8&quot; vitrified clay tile pipe 8&quot; SDR35 PVC pipe</td>
<td></td>
<td>$8.00</td>
<td>$13.00</td>
</tr>
<tr>
<td>10&quot; vitrified clay tile pipe 10&quot; SDR35 PVC pipe</td>
<td></td>
<td>$10.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>12&quot; vitrified clay tile pipe 12&quot; SDR35 PVC pipe</td>
<td></td>
<td>$12.00</td>
<td>$29.00</td>
</tr>
<tr>
<td>15&quot; vitrified clay tile pipe 15&quot; SDR35 PVC pipe</td>
<td></td>
<td>$16.00</td>
<td>$42.00</td>
</tr>
<tr>
<td>18&quot; vitrified clay tile pipe 18&quot; SDR35 PVC pipe</td>
<td></td>
<td>$18.00</td>
<td>$59.00</td>
</tr>
<tr>
<td>21&quot; vitrified clay tile pipe 24&quot; SDR35 PVC pipe</td>
<td></td>
<td>$20.00</td>
<td>$104.00</td>
</tr>
<tr>
<td>24&quot; vitrified clay tile pipe PVC pipe costs are per foot</td>
<td></td>
<td>$24.00</td>
<td></td>
</tr>
<tr>
<td>Standard 4.0' diameter manhole - to 8' depth</td>
<td></td>
<td>$600.00</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>For extra depth manhole per foot over 8'</td>
<td></td>
<td>$60.00</td>
<td></td>
</tr>
<tr>
<td>Standard cleanout</td>
<td></td>
<td>$100.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>2,000 pound Concrete, per cubic yard 4,000 pound</td>
<td></td>
<td>$65.00</td>
<td>$220.00</td>
</tr>
<tr>
<td>Class 3 embedment (per cubic yard)</td>
<td></td>
<td>$15.00</td>
<td>$242.00</td>
</tr>
<tr>
<td>Granular materials (per cubic yard)</td>
<td></td>
<td>$7.00</td>
<td>$60.00</td>
</tr>
</tbody>
</table>
4" diameter street lateral  |  $70.00
4" diameter alley lateral  |  $50.00

§ A13.093  **Water service shut-off fee.**

Any person wishing to discontinue the use of water supply from the water works system must give notice thereof to the city, otherwise the charge will be entered until such notice has been given. There is no free fee for shutting off water services.

§ A13.094  **Water meter deposits.**

Each residential water consumer shall put up seventy-five dollars ($75.00) two hundred dollars ($200.00) and each nonresidential (commercial/industrial) water consumer shall put up a one-hundred dollar ($100.00) two hundred dollar ($200.00) meter deposit which may be applied to the payment of any unpaid bills. Deposits shall be applied when consumer accounts are closed.

§ A13.094  **Tapping fees.**

(a)  The tapping charges for connection ns with the city water mains and lateral shall be as follows:

<table>
<thead>
<tr>
<th>Size of Connection</th>
<th>Charge for Connection</th>
<th>Extra Cost for Meter</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot; connection</td>
<td>$75.00</td>
<td>$350.00 plus cost of meter</td>
</tr>
<tr>
<td>1&quot; connection</td>
<td>$100.00</td>
<td>$340.00 plus extra cost of meter</td>
</tr>
<tr>
<td>1 1/4&quot; connection</td>
<td>$150.00 plus extra cost of meter</td>
<td></td>
</tr>
<tr>
<td>2&quot; connection</td>
<td>$200.00</td>
<td>$525.00 plus extra cost of meter</td>
</tr>
<tr>
<td>2 1/2&quot; connection</td>
<td>$300.00 plus extra cost of meter</td>
<td></td>
</tr>
<tr>
<td>3&quot; connection</td>
<td>$400.00 plus extra cost of meter</td>
<td></td>
</tr>
</tbody>
</table>

(b)  These above charges shall apply where made in a dirt street, and there shall be an additional charge where the excavation is made in paved or improved streets, as follows:

<table>
<thead>
<tr>
<th>Paving Method</th>
<th>Connection Charge</th>
<th>Linear Foot Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete paving</td>
<td>$20.00 per connection</td>
<td>$266.00 per linear foot</td>
</tr>
<tr>
<td>Asphalt paving</td>
<td>$10.00 per connection</td>
<td>$100 per linear foot</td>
</tr>
<tr>
<td>Gravel or shell paving</td>
<td>$5.00 per connection</td>
<td>$60.00 per linear foot</td>
</tr>
</tbody>
</table>
§ A13.101 Water meter tampering fees.

<table>
<thead>
<tr>
<th>Type of Charge</th>
<th>Reason</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reread of meter</td>
<td>Requested by customer (2 free annually)</td>
<td>$10.00</td>
</tr>
<tr>
<td>Meter turned off and locked</td>
<td>Due to tampering</td>
<td>$50.00</td>
</tr>
<tr>
<td>Lock replacement</td>
<td>Due to tampering</td>
<td>$25.00</td>
</tr>
<tr>
<td>Meter turned off and pulled</td>
<td>Due to tampering</td>
<td>$50.00 $75.00</td>
</tr>
<tr>
<td>Broken stops</td>
<td>Due to tampering</td>
<td>$75.00 $100.00</td>
</tr>
<tr>
<td>Pulled meter/jumper</td>
<td>Due to tampering</td>
<td>$100.00 $200.00</td>
</tr>
<tr>
<td>Broken meter</td>
<td>Due to tampering</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

ADD:

| Broken antenna or cut wire     | Due to tampering                                | $250.00 |
| Customer turning water on or off without city approval | Due to tampering | $50.00 |

ADD NEW SECTION:

§ A13.102 Water meter testing fees and rereads.

(a) In the event that a resident feels that the meter may be faulty and or reading incorrectly they can pay a fee of $50.00 to have the meter in question tested.

(b) Each resident/customer can request up to two free rereads per calendar year but will have to pay a $10.00 charge for every requested reread after that.”

Section 2. That all provisions of the Ordinances of the City of Hutchins, Texas, in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and 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 3. That should any sentence, paragraph, subdivision, clause, phrase or Section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect
the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

**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 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

(08-14-2023: ND 4859-1132-9903, v. 1)