



**CITY OF HUTCHINS  
CITY COUNCIL MEETING  
AGENDA**

**Monday, August 18, 2025 at 5:30 PM  
City Hall, 321 N. Main Street**

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 18, 2025 at 5:30 PM located at Hutchins City Hall Council Chambers, 321 N. Main Street, Hutchins, Texas, at which time the following items will be discussed and considered.

**City Council Members**

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

**A. WORK SESSION**

- 1. 2025-2026 Proposed Budget

Presented by: Maria Joyner, Director of Finance

**B. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

**C. INVOCATION AND PLEDGE OF ALLEGIANCE**

**D. PRESENTATIONS**

- 2. Proclamation in recognition of Atmos Energy.
- 3. New employee introduction. Presented by: Steve Perry, Police Chief
- 4. Recognize Police employees for a job well done. Presented by: Frank Garcia, Lieutenant

**E. 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.*

**F. PUBLIC HEARINGS**

- 5. A. Conduct a Public Hearing regarding a request for a 4B project at 101 South Interstate 45, Suite 12.

B. Open Public Hearing and Receive Comment.

C. Discuss and consider Resolution R2025-08-1280 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 101 SOUTH INTERSTATE 45, SUITE 12, HUTCHINS, TEXAS; AUTHORIZING THE HEDC EXECUTIVE DIRECTOR TO EXECUTE THE FINAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Guy Brown HEDC Executive Director

6. A. Conduct a Public Hearing to discuss and consider a request by Robert Sangdahl (Lineage Logistics) representing the property owner Mike Rader (WHL Dallas 45 LLC) for a zoning change from Logistics Port B (LPB) to Port Industrial (PI) for Lot 1 Block A, 67.570 tract of land located in the John R. Fondren Survey, Abstract NO. 461, William Gatlin Survey, Abstract NO. 499 commonly described as 3840 Lancaster Hutchins Road.

B. Open Public Hearing and Receive Comment.

C. Discuss and consider Ordinance NO. 2025-08-1209 for a rezone by Robert Sangdahl of Lineage Logistics, LLC who are the owners of a tract of land situated in the John R. Fondren Survey, Abstract No. 461 and the William Gatlin Survey, Abstract No. 499, City of Hutchins, Dallas County, Texas, and being a portion of a called 42.73 acre tract of land designated as "Parcel 8" and a called 43.06 acre tract of land designated as "Parcel 31 ", in the Special Warranty Deed to WHL Dallas 45 LLC, recorded in Instrument No. 201100339298, Official Public Records, Dallas County, Texas, and being more particularly described as follows: Presented by: Blake Moore

7. A. Conduct a Public Hearing regarding a request for a Replat located at 1220 Dowdy Ferry Road.

B. Open Public Hearing and Receive Comment.

C. Discuss and consider a Re-Plat by Madrona Acquisitions LLC who are the owners of a tract of land situated in the Thomas Freeman Survey, Abstract No. 453, City of Hutchins, Dallas County, Texas, and being all of Lots 1A and 2, Block A, Johnson and Johnson Addition, an addition to the City of Hutchins, according to the plat recorded in Instrument No. 20080084554.

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

8. Consideration and Action regarding proposed FY2025-2026 Tax Rate and Notice of Public Hearing. Presented by: Maria Joyner, Director of Finance

9. Discuss and consider Resolution R2025-08-1281 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF HUTCHINS AND STAR TRANSIT FOR FISCAL YEAR 2025-2026 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Katherine Lindsey, Assistant to the City Administrator

10. Discuss and consider Resolution R2025-08-1282, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2025 RATE REVIEW MECHANISM FILING. Presented by: Katherine Lindsey, Assistant to the City Administrator

- [11.](#) Discuss and consider repealing Ordinance 2025-06-1208 in its entirety. Presented by Steve Perry, Police Chief
- [12.](#) Discuss and consider Ordinance 2025-08-1210, AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2 TITLED “ANIMAL SERVICES” BY ADDING A NEW ARTICLE 2.12 TITLED “ANIMAL SERVICES ADVISORY COMMISSION” TO SET FORTH REQUIREMENTS FOR AN ANIMAL SERVICES ADVISORY COMMISSION; PROVIDING A SEVERABILITY CLAUSE; and providing for an effective DATE. Presented by Steve Perry, Police Chief

#### **H. EXECUTIVE SESSION**

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

#### **I. RECONVENE INTO REGULAR SESSION**

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

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

#### **J. ITEMS OF COMMUNITY INTEREST**

15. City Council Meeting, Monday, August 18, 2025, 6:30 pm, Hutchins City Hall, 321 N. Main St., Hutchins.

Planning and Zoning Commission Meeting, Monday, August 25, 2025, 6:00 p.m., Hutchins City Hall, 321 N. Main St., Hutchins.

City Council Meeting, Tuesday, September 2, 2025, 6:30 p.m., Hutchins City Hall, 321 N. Main St., Hutchins.

Parks and Recreation Board Meeting, Tuesday, September 2, 2025, Hutchins Community Center, 500 W. Hickman St., Hutchins.

Keep Hutchins Beautiful Board Meeting, Tuesday, September 9, 2025, 6:00 p.m., Hutchins City Hall, 321 N. Main St., Hutchins.

City Council Meeting, Monday, September 15, 2025, 6:30 p.m., Hutchins City Hall, 321 N. Main St., Hutchins.

Hispanic Heritage Month Celebration, Thursday, September 18, 2025 4:30 p.m. - 7:00 p.m., Hutchins Community Center, 500 W. Hickman St., Hutchins.

National Night Out, Tuesday, October 7, 2025 6:00 p.m. - 8:00 p.m. at Campbell Park, 205 S. Denton St., Hutchins.

#### **K. ADJOURN**

## CERTIFICATION

I certify that a copy of the August 18, 2025 agenda of items to be considered by the Hutchins City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website [www.cityofhutchins.org](http://www.cityofhutchins.org), in accordance with Chapter 551 of the Texas Government Code. Posted on Friday, August 15, 2025, before 5:30 p.m.

*Cynthia Olguin*

Cynthia Olguin  
City Secretary



## ACCESSIBILITY STATEMENT

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



# STAFF REPORT

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**MEETING DATE:** August 18, 2025  
**MEETING TYPE:** City Council  
**SUBMITTED BY:** Maria Joyner  
**AGENDA CAPTION:** 2025-2026 Proposed Budget

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Presented by: Maria Joyner, Director of Finance

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## **Background Information**

The proposed budget will be presented via PowerPoint presentation during the council meeting.

## **Budget Implications**

The annual budget and tax rate is scheduled for adoption on September 15, 2025.

## **Operational Impact**

## **Legal Review**

## **Staff Recommendation**

No action required

## **Supporting Documentation and Attachments**

# *Proclamation Hutchins, Texas*

**PROCLAMATION  
ATMOS ENERGY  
August 18, 2025**

**WHEREAS**, the City of Hutchins is building a new City Hall building and Recreation Center and Library building; and required a new gas main to serve its new City Hall and Recreation and Library buildings; and

**WHEREAS**, these new municipal facilities required the installation of a new natural gas main; and

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS**, Atmos Energy successfully installed the main and generously contributed 50% of the associated costs to the City; and

**WHEREAS**, Atmos Energy continuously works with the City of Hutchins to promote natural gas safety and resources, including but not limited to: year-round winter preparedness, gas bill assistance for residents, and timely communication regarding maintenance operations allowing the City of Hutchins to inform community members; and,

**WHEREAS**, the City of Hutchins gives special recognition to Kimberly Smith, Manager of Public Affairs, who personally ensures that the City of Hutchins and its residents receive exemplary care; and, be it now,

**NOW, THEREFORE**, I Mario Vasquez, Mayor, do hereby recognize and honor the community partnership between the City of Hutchins and Atmos Energy in joint service for the benefit of all within the Hutchins community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Hutchins to be affixed this 4th day of August 2025.

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**Mario Vasquez, Mayor**



# STAFF REPORT

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<b>MEETING DATE:</b>	September 18, 2025
<b>MEETING TYPE:</b>	Regular Council meeting
<b>SUBMITTED BY:</b>	Steve Perry
<b>AGENDA CAPTION:</b>	[New employee introduction] Presented by: [Steve Perry, Police Chief]

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## Background Information

Introduction of new Police Officer Victoria Walker

## Budget Implications

## Operational Impact

## Legal Review

## Staff Recommendation

## Supporting Documentation and Attachments



# STAFF REPORT

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<b>MEETING DATE:</b>	August 18, 2025
<b>MEETING TYPE:</b>	Regular Council meeting
<b>SUBMITTED BY:</b>	Steve Perry
<b>AGENDA CAPTION:</b>	Recognize Police employees for a job well done. Presented by: Frank Garcia, Lieutenant

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## **Background Information**

Recognize Police department employees for their commitment to public safety and a job well done serving the Hutchins community.

Sergeant Tracy Phelps

Sergeant Adrian Mc Cowan

Officer Oreilly

Officer Woodard

Officer Kennerson

## **Budget Implications**

## **Operational Impact**

## **Legal Review**

## **Staff Recommendation**

## **Supporting Documentation and Attachments**



## AGENDA STAFF REPORT

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<b>MEETING DATE:</b>	August 18, 2025
<b>SUBMITTED BY:</b>	Guy Brown, Ex. Dir HEDC
<b>AGENDA CAPTION:</b>	<p>A. Conduct a Public Hearing regarding a request for a 4B project at 101 South Interstate 45, Suite 12.</p> <p>B. Open Public Hearing and Receive Comment.</p> <p>C. Discuss and consider Resolution R2025-08-1280 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 101 SOUTH INTERSTATE 45, SUITE 12, HUTCHINS, TEXAS; AUTHORIZING THE HEDC EXECUTIVE DIRECTOR TO EXECUTE THE FINAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Guy Brown HEDC Executive Director.</p>

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### **Background Information**

The HEDC received a request for assistance from Milano's Pizza related to property located at 101 South Interstate 45, Suite 12 in Hutchins. Milano's intends to locate a pizza restaurant in Suite 12 of Hutchins Plaza.

### **Budget Implications**

The cost of the grant would be derived from the Local Business Improvement Program line item of the HEDC Budget. The HEDC is recommending a grant of \$15,000 for the project.

### **Operational Impact**

On June 26, 2005, this item was approved by the HEDC Board of Directors, the item subsequently goes to the City Council for final approval. The funds would be released once the improvements are inspected and accepted by the City of Hutchins.

### **Legal Review**

The City Attorney has drafted an agreement related to the project.

### **Staff Recommendation**

The HEDC recommends that the Council approve the attached Resolution and Agreement for Milano's.

### **Supporting Documentation and Attachments**

Application from Milano's Pizza  
 Estimates of work to be performed at 101 South Interstate 45 Suite, 12 in Hutchins.  
 Resolution approving the HEDC Grant  
 Draft Agreement

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R 2025-1280**

**A RESOLUTION OF THE HUTCHINS CITY COUNCIL, APPROVING A  
4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE  
IMPROVEMENTS FOR PROPERTY LOCATED AT 101 SOUTH  
INTERSTATE 45, SUITE 12 IN HUTCHINS.**

**WHEREAS**, the Hutchins City Council desires to attract new and expand existing businesses in the City of Hutchins that will generate additional property and sales tax revenue for the City of Hutchins; and

**WHEREAS**, the attraction and expansion of business to the City of Hutchins will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the tax base and economic vitality of the City of Hutchins; and

**WHEREAS**, the City of Hutchins and the Hutchins Economic Development Corporation (HEDC) have adopted programs for promoting economic development; and

**WHEREAS**, the HEDC is authorized to provide undertake projects to promote local economic development and to stimulate business and commercial activity in the City of Hutchins; and

**WHEREAS**, the HEDC Board of Directors and the City Council have determined that entering into the attached agreement with Hutchins Milano’s Pizza LLC, a Texas Limited Liability Company, doing business as Milano’s Pizza (“Company”) will further the objectives of the HEDC, will benefit the City of Hutchins and the City of Hutchins's inhabitants and will promote local economic development and stimulate business and commercial activity in the City of Hutchins;

**WHEREAS**, the HEDC is authorized pursuant to the Development Corporation Act of 1979, as amended, to stimulate business and commercial activity in the City; and

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

**SECTION 1.** The Executive Director is hereby authorized to execute the Agreement, which is attached hereto as Exhibit “A,” on behalf of the City of Hutchins EDC.

**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 18<sup>st</sup> day of August, 2025.

CITY OF HUTCHINS, TEXAS

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Mario Vasquez, Mayor

ATTEST:

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Cynthia Olguin, City Secretary

**EXHIBIT "A"**  
**Agreement between Hutchins Milano's Pizza LLC and the HEDC**



**Article I  
Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Company’s existence, insolvency, employment of receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Capital Investment” shall mean the capitalized costs incurred and paid for the Infrastructure.

“City” shall mean the City of Hutchins, Texas.

“Commencement of Construction shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Infrastructure; (ii) all necessary permits for the construction of the Infrastructure pursuant to the plans therefore have been issued by all the applicable governmental authorities; and (iii) construction of the Infrastructure has commenced.

“Commencement Date” shall mean the date the certificate of occupancy is issued by the City for the occupancy of the Leased Premises following the date of Completion of Construction of the Infrastructure.

“Company” shall mean Milanos Pizza, LLC, a Texas limited liability company.

“Company Affiliate” shall mean an entity which owns, is owned by, or which is under common ownership with Company, directly or indirectly.

“Completion of Construction” shall mean that: (i) substantial completion of the Infrastructure has occurred; (ii) the City has inspected and accepted the Infrastructure; and (iii) and City has issued a certificate of occupancy for the occupancy of the Leased Premises by Company.

“Effective Date” shall mean the last date of execution hereof.

“Employment Period” shall mean each twelve (12) consecutive month period following the Commencement Date during the term of this Agreement.

“Employment Position(s)” shall mean FTE Positions which have been created and filled at the Leased Premises, and which are thereafter maintained during the term of this Agreement. In the event of voluntary or involuntary termination of an employee, which

termination causes the number of Employment Positions to fall below the number required pursuant to this Agreement, Company shall not be in breach of this Agreement provided the required number of Employment Positions is re-established within ninety (90) days of such employee termination. The number of Employment Positions for an Employment Period shall be based on a weekly average count of Employment Positions working during each calendar week during the Employment Period.

“Expiration Date” shall mean the third (3rd) anniversary of the Commencement Date.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Leased Premises is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“HEDC” shall mean the Hutchins Economic Development Corporation.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company with respect to the Leased Premises or any property or any business owned by Company within the City.

“Improvements” or “Leased Premises” shall mean approximately 2,600 square feet of space at the Hutchins Plaza Shopping Center located at 101 South Interstate 45, Suite 12, Hutchins, Texas 75141.

“Infrastructure” shall mean the installation of a vent hood and grease trap at the Leased Premises by Company in accordance with plans approved by the City.

“Infrastructure Grant” shall mean an economic development grant to offset the costs of installation of the Infrastructure equal to the costs incurred and paid by Company for the Infrastructure not to exceed Fifteen Thousand and No/100 Dollars (\$15,000.00), to be paid as set forth herein.

“Lease” shall have the meaning assigned in the Recitals

“Payment Request” shall mean a written request from Company to HEDC for payment of the Infrastructure Grant accompanied by copies of paid invoices, receipts and other evidence of the costs incurred and paid by the Company for the Infrastructure and the Capital Investment, and such other information as may reasonably be requested by the HEDC.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the HEDC and/or the City and the Company, or any Company Affiliate.

“Required Use” shall mean the continuous occupancy and use of the Leased Premises for the Restaurant open to the public and serving the citizens of the City.

“Restaurant” shall have the meaning assigned in the Recitals.

**Article II  
Term**

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

**Article III  
Infrastructure Grant**

3.1 Infrastructure Grant. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Company, and the obligation of Company to repay the Infrastructure Grant pursuant to Section 5.2 hereof, HEDC agrees to provide the Infrastructure Grant to Company within thirty (30) days after HEDC receipt of a Payment Request from Company following the Commencement Date. Company may submit the Payment Request for the Infrastructure Grant to HEDC not earlier than thirty (30) days after the Commencement Date and no later than ninety (90) days thereafter. Failure of Company to timely submit the Payment Request for the Infrastructure Grant shall result in forfeiture of the payment of the Infrastructure Grant by HEDC to Company.

3.2 Current Revenue. The Infrastructure Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by HEDC; provided, however, HEDC agrees during the term of this Agreement to make a good faith effort to appropriate funds to pay the Infrastructure Grant. Consequently, notwithstanding any other provision of this Agreement, HEDC shall have no obligation or liability to pay Infrastructure Grant except as allowed by law.

3.3 Grant Limitations. Under no circumstances shall the obligations of HEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, HEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of HEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

**Article IV**  
**Conditions to Economic Development Grant**

The obligation of HEDC to provide the Infrastructure Grant shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the following conditions; provided, however, that failure to meet a condition shall not prevent the payment of the Infrastructure Grant prior to the specified deadline for satisfaction of the condition.

4.1 Payment Request. Company shall, as a condition precedent to the payment of the Infrastructure Grant, timely provide HEDC with the Payment Request.

4.2 Good Standing. Company shall not have an uncured breach or default of this Agreement, or a Related Agreement.

4.3 Required Use. During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, the Leased Premises shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Leased Premises in conformance with the Required Use shall not cease for more than thirty (30) days, except in connection with and to the extent of an event of Force Majeure.

4.4 Completion of Construction. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Infrastructure to occur on or before July 31, 2025, and subject to events of Force Majeure, cause Completion of Construction thereof to occur on or before December 31, 2025.

4.5 Continuous Occupancy. Company shall, beginning on the Commencement Date and continuing thereafter until the Expiration Date, continuously lease and occupy the Leased Premises, and operate the Restaurant.

4.6 Infrastructure to Remain. The Infrastructure, following the Completion of Construction of the Infrastructure, shall not be removed from the Leased Premises.

4.7 Employment Positions. The Restaurant is anticipated to create ten (10) Employment Positions.

4.8 Capital Investment. The Capital Investment shall be at least equal to the amount of the Infrastructure Grant as of the date of Completion of Construction of the Infrastructure.

**Article V**

**Termination; Repayment**

5.1 Termination. This Agreement shall terminate upon any one of the following:

- (a) By mutual written agreement of the Parties;
- (b) Upon the Expiration Date;
- (c) Upon the date set forth in written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement, or a Related Agreement, and such default or breach is not cured within thirty (30) days after written notice thereof;
- (d) Upon the date set forth in written notice by HEDC, if Company suffers an event of Bankruptcy or Insolvency;
- (e) Upon the date set forth in written notice by HEDC, if any Impositions owed to the HEDC or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); or
- (f) Upon the date set forth in written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2. Repayment. In the event the Agreement is terminated by HEDC pursuant to Section 5.1(c), (d), (e), or (f), Company shall immediately repay to HEDC an amount equal to the Infrastructure Grant previously paid by HEDC to Company immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by HEDC) as its prime or base commercial lending rate, from the date on which the Infrastructure Grant is paid by HEDC until such Infrastructure Grant is refunded by Company. The repayment obligation of Company set forth in this section 6.2 hereof shall survive termination.

5.3 Right of Offset. HEDC may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to HEDC from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether the debt due HEDC has been reduced to judgment by a court.

**Article VI  
Miscellaneous**

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company and HEDC, in satisfying the conditions of this Agreement, have acted independently, and HEDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless HEDC from all such claims, suits, and causes of actions, liabilities, and expenses, including reasonable attorney’s fees, of any nature whatsoever by a third party arising out of Company’s performance of the conditions under this Agreement.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

<p>If intended for HEDC, to:</p> <p>Attn: Guy D. Brown          Executive Director          Hutchins Economic Development Corporation          103 W. Palestine Street          P.O. Box 361          Hutchins, Texas 75141</p>	<p>With a copy to:</p> <p>Attn: Peter G. Smith          General Counsel          Nichols   Jackson          1800 Ross Tower          500 N. Akard          Dallas, Texas 75201</p>
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If intended for Company, to:

Attn: Eyad Elayan, Owner  
 Milanos Pizza, LLC  
 79 N. Waco Street  
 Hillsboro, Texas 76645  
 - AND -  
 101 South Interstate 45, Suite 12  
 Hutchins, Texas 75141

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

6.6 Severability. In the event any section, subsection, paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this

Agreement shall be the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.9 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

6.10 Recitals. The Recitals to this Agreement are hereby incorporated herein.

6.11 Exhibits. Any exhibits to this Agreement are incorporated herein.

6.12 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.13 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.14 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by Company without the prior written consent of the HEDC.

6.15 Employment of Undocumented Workers. During the term of this Agreement Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the Infrastructure Grant herein and any other funds received by Company from HEDC as of the date of such violation within thirty (30) days after the date Company is notified by HEDC of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

*[Signature Page to Follow]*

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

**HUTCHINS ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Guy D. Brown, Executive Director

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

**MILANOS PIZZA, LLC**

By: \_\_\_\_\_  
Eyad Elayan, Owner

## I. Overview

The goal of the Hutchins EDC Façade Improvement Grant Program is to encourage the rehabilitation, enhancement, and restoration of building façades of existing businesses. This aims to stimulate business and commercial activity, strengthen workforce development, increase tourism, and meet other priorities established by the Hutchins City Council. The program offers a reimbursement of a *Matching Grant* of up to \$10,000 for eligible façade, exterior improvements and some permanent interior improvements that contribute to public safety and welfare in the City of Hutchins.

Funding for this program is at the discretion of the Hutchins City Council and Hutchins EDC, and projects must meet the criteria outlined in this policy. Applicants must comply with the minimum requirements below and any additional requirements set by the HEDC Board of Directors and City Council. Appendix A contains definitions and relevant city contacts.

## II. Project Eligibility Requirements

- The building/site must be within the city limits of Hutchins.
- The property must be free of city liens or delinquent property taxes.
- The applicant must not be past due on sales tax remittance.
- The building/site must be for commercial use in non-residential zoning districts. Residential buildings are not eligible unless they are converted to commercial use with an approved Site Plan.
- The building/site must not have received grant funding within five years prior to the application date. Buildings with multiple tenants are eligible for one grant every twelve months following the completion of the previous grant.
- A complete application (Appendix A) must be received and verified by HEDC staff before construction begins. Construction started prior to the HEDC's grant consideration and approval is at the applicant's own risk and is ineligible for reimbursement.

## III. Eligible Improvements

Eligible improvements must comply with zoning design standards and all state and local requirements. These improvements include:

- Façade facelift: painting, trim work, cladding
- Front porch additions and enhancements
- New or enhanced attached signage and/or awnings
- Detached signage
- Exterior lighting
- New storefronts
- Window replacement and window framing
- Hardscape improvements like sidewalk pavers, concrete off-street parking, fencing, and lamp posts
- Landscaping improvements including design, installation, and permanent maintenance components (e.g., irrigation systems), subject to an ongoing maintenance agreement
- Permanent art, including sculptures and murals
- Grease Trap (must stay with property)
- Vent Hood (must stay with property)

Ineligible improvements include interior improvements, roof repairs, new building additions (porches and entry features), and outdoor furnishings not permanently affixed. Regular building maintenance and improvements addressing outstanding code violations are also ineligible unless included in a broader project scope.

#### **IV. Application Requirements**

- Meet all eligibility requirements in Section II.
- Complete the grant application (Appendix A), signed by the applicant and the property owner if different.
- Provide a written cost proposal from a tradesperson, contractor, or supplier registered with the City of Hutchins. Unregistered individuals must submit a "Contractor Qualification Form."
- Include exterior photos of the building and areas to be improved.
- Provide a written description of the proposed improvement or art and its impact on the overall project.
- Submit drawings or renderings of proposed improvements. Art proposals must include an art portfolio and cost proposal.

#### **V. Submittal and Review Process**

Applicants are encouraged to meet with city staff before applying. City staff will review applications for completion, eligibility, and considerations outlined in Section VI.

Only complete applications for eligible projects will be forwarded to the Hutchins Economic Development Board (HEDC) and Hutchins City Council. Incomplete applications will expire after six months, starting from the date of the most recent staff correspondence. A new application must be submitted to resume activity.

The HEDC considers requests and recommends grant awards and fund allocations to the City Council. The request will require a public notice and will be presented to the HEDC Board of Directors for recommendation to the City Council. City Council will consider the request at their first available meeting following the HEDC meeting.

#### **VI. Considerations for Grant Awards and Fund Allocation**

Grant applications will be reviewed based on:

- Availability of grant funds for the fiscal year
- Compliance with policy terms and conditions
- Anticipated economic impact on Hutchins' revitalization and redevelopment
- Expected increase in taxable property value and economic activity
- Degree of visual improvement to the storefront and streetscape
- Design and quality of the proposed work and its compatibility within its business district
- Applicant's contribution to project costs outside the grant amount
- Use of Hutchins businesses in the project

Additional considerations may be considered by the HEDC on a case-by-case basis.

#### **VII. TXDoT Highway Signage Reimbursement**

The Façade Improvement Grant Program also offers a reimbursement grant of up to \$2,000 for TXDoT highway signage. To be eligible for this grant, the applicant must develop artwork and have

a contract with TXDoT. The \$2,000 grant is provided as a reimbursement for the costs associated with TXDoT highway signage.

### **VIII. Approved Grant Process**

- An Economic Development Program Agreement will outline the grant terms approved by the City Council and must be signed by the grantee and property owner if different.
- Changes to the approved grant request must be approved by the City Council.
- Obtain appropriate permits before construction, and all contractors must be registered with the City of Hutchins.
- Construction must begin within 90 days of grant approval and be completed within one year. Extensions for construction commencement and completion may be requested from the Director of Economic Development.
- Payment will be made after satisfactory completion of work according to the Economic Development Program Agreement terms, with submission of receipts, notarized lien releases, and photos of improvements.
- Payment will be a reimbursement not exceeding the amount specified in the Economic Development Program Agreement.
- A completed W-9 Form is required before payment.
- Improvements must remain permanent fixtures for at least 24 months without the City of Hutchins' consent.

### **Appendices**

The appendices provide administrative tools to streamline the application process. City staff may update appendices as necessary without City Council approval.

- Appendix A – Façade Improvement Grant Application

# City of Hutchins Façade Improvement Grant Program Application

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## I. Applicant Information

- A. Applicant Name: Eyad elayan
- B. Business Name: Milanos pizza
- C. Street Address: 79 n waco st Hillsboro tx 76645
- D. Mailing Address:
- E. Work Phone:
- F. Cell Phone: 903-960-4221
- G. Email: E\_eddy1986@yahoo.com

## II. Property Owner Information (if different from Applicant)

- A. Owner Name:
- B. Business Name:
- C. Street Address:
- D. Mailing Address:
- E. Work Phone:
- F. Cell Phone:
- G. Email:

## III. Property and Project Description<sup>4</sup>

- A. Address/Location of property to be considered for the City of Hutchins Façade Improvement Matching Grant Program:

**B. Is the building currently occupied by a business?**

Yes  No

If yes, please list the business name(s) and Certificate of Occupancy numbers below.

**C. Is this a residential building that is being converted for commercial use?**

Yes  No

Please note: if a residential property is being converted to commercial use, a site plan is required. If a site plan has been submitted, please list the permit number below.

**D. Have building plans been submitted to the city for the project?**

Yes  No

Please note: building plans are required for some improvements but may not be necessary for all projects. If building plans have been submitted, please list the permit number below.

**E. Has the applicant and/or property owner been a recipient of this Façade Improvement Matching Grant before?**

Yes  No

If yes, please list the property address(es) and year(s) the grant was awarded below.

**F. Are there any current code enforcement actions, tax liens, or judgment liens against the property?**

Yes  No

**G. Grant Request**

- 1. Total Project Cost (for Façade Improvements Only): \$
- 2. Eligible Grant Request (50% of the eligible improvement up to \$10,000): \$

**H. Project Description**

*(Please describe the improvements that will be made to the existing property and how the award of this grant impacts the project. 1,000 words max. You may submit on a separate sheet of paper.)*

**I. What is the anticipated start and end date for the project? (Month/Year)**

5

Start Date: Not sure yet

End Date:

# Application Checklist

I, the applicant, verify that I have completed the following items to be considered for the City of Hutchins Façade Improvement Grant. I understand that the grant will not be processed if all items below are not met.

- Complete Façade Improvement Grant application.
- Written cost proposal with itemized improvements.
- Exterior photos of the building before any improvements have been made.
- Drawings or renderings of proposed improvements (proposed color palette requested, if drawings or renderings are not colored).
- Artist Portfolio and Art Renderings, if applicable.
- The proposed improvements have not been completed prior to receipt and verification of a complete application by city staff.

## DISCLAIMER

I acknowledge that I understand the terms of the City of Hutchins Façade Improvement Grant Program, and it is my intent to meet the specified terms of this application if approved. I understand further that this project is approved for matching grant reimbursement only in strict accordance with the approved plans that are attached to this application and hereby made part of this agreement. I further understand that change orders on the work in progress require approval by the City of Hutchins City Council and that failure to comply with this agreement may jeopardize receipt of grant funds.

**Applicant Signature:**



**Date:** May 1, 2025

**Property Owner Signature:**

**Date:**  
*(if different from applicant)*

## Information Below to be Filled Out by City Staff Only

**Date Received:**

**Staff Initials:**

**Application**

6

Complete

Incomplete

**Missing Items:**



**SUPERIOR AC HEAT AND PLUMBING**

Eddy Elayan  
 101 I-45, 12  
 Hutchins, TX 75141

(903) 960-4221  
 E\_Eddy1986@yahoo.com

ESTIMATE	#5530
ESTIMATE DATE	May 31, 2025
SERVICE DATE	May 21, 2025
EXPIRATION DATE	Jun 4, 2025
<b>TOTAL</b>	<b>\$27,000.00</b>

CONTACT US

200 CENTRE DR, SUITE 9  
 BURLESON, TX 76028

(214) 679-8725  
 superioracnheat@gmail.com

Service completed by: SKIP WATSON

**ESTIMATE**

Services	qty	unit price	amount
Hutchins Rough End	1.0	\$27,000.00	\$27,000.00
3 Compartment Sink			
Hand Sink			
Mop Sink			
Water Heater			
Floor Drain in Kitchen			
Above Ground Grease Trap			
Customer will need to have concrete saw cut			

Services subtotal: \$27,000.00

Subtotal	\$27,000.00
Tax (Sales Tax 8.25%)	\$0.00
<b>Total</b>	<b>\$27,000.00</b>

Your invoice is attached for your records. Thank you for allowing Superior AC & Heat to meet all of your HVAC and plumbing needs. Our company takes great pride in customer service and our employees. If you have any questions, please contact the office at 214-679-8725. Payment is expected at the time of service. We accept cash, check, credit cards and offer financing for new installations.

ALL SALES ARE FINAL.

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-8039202, 512-463-6599, www.tdlr.texas.gov TACLB14337E

Regulated by the Texas Board of Plumbing Examiners, 929 E 41st St, Austin, TX 78751, 800-845-6484 www.tsbpe.texas.gov Mike Brown Master TSBPE40961

**INVOICE**

Bluebonnet Analytics and Design  
Corp  
6516 Briar Lake Trl  
Sachse, TX 75048

acc@rgwow.com  
+1 (214) 325-7565  
www.rgwow.com



**Bill to**  
Iyad Olyan  
Milano's Pizza - Hutchines  
101 I-45  
Ste 12  
Hutchines, TX 75141

**Ship to**  
Iyad Olyan  
Milano's Pizza - Hutchines  
101 I-45  
Ste 12  
Hutchines, TX 75141

**Invoice details**

Order Number: 25-0509

Invoice no.: 4208  
Terms: 50% in advance  
Invoice date: 05/24/2025  
Due date: 05/31/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Signage	Out door channel letters sign, design, fabrication, and installation	1	\$4,500.00	\$4,500.00
2.	Signage	City Permit	1	\$350.00	\$350.00

Subtotal \$4,850.00

Sales tax \$371.25

**Total \$5,221.25****Ways to pay**
[View and pay](#)



# Invoice

**Golden eagle fire**

205 Benton Drive Allen texas 75013-1164

Allen Texas 75013-1164

469-799-7655

Goldeneaglefire1@gmail.com

**BILL TO**  
101 i45 ste12 Hutchins tx 75141

**Invoice #** 101  
**Date** 16 Jun 2025  
**Due date** 23 Jun 2025

Item	Quantity	Price	Amount
Venthood 9x6	1	\$9,500.00	\$9,500.00
Install fire suppression	1	\$4,000.00	\$4,000.00
Fire alarm installation	1	\$5,200.00	\$5,200.00

Subtotal	\$18,700.00
<b>Total</b>	<b>\$18,700.00</b>

Amount Due	<b>\$18,700.00</b>
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the invoice is paid



# STAFF REPORT

**MEETING DATE:** August 18, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Blake Moore

**AGENDA CAPTION:** Discuss and consider rezoning by Robert Sangdahl of Lineage Logistics, LLC who are the owners of a tract of land situated in the John R. Fondren Survey, Abstract No. 461 and the William Gatlin Survey, Abstract No. 499, City of Hutchins, Dallas County, Texas, and being a portion of a called 42.73 acre tract of land designated as "Parcel 8" and a called 43.06 acre tract of land designated as "Parcel 31 ", in the Special Warranty Deed to WHL Dallas 45 LLC, recorded in Instrument No. 201100339298, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

Presented by: Blake Moore

### **Background Information**

Robert Sangdahl of Lineage Logistics, LLC has submitted a rezoning application for a 42.73-acre tract of land in the Logistics Port B (LPB) and Port Industrial (PI) zoning districts. This property is being platted for development and will now be located within the two zoning districts. Upon consultation with the City Attorney, he stated that the property would need to be re-zoned to one zoning district because you cannot apply the requirements of two different districts on one property. A few months ago, Lineage requested an exception to the Port Industrial District Ordinance (which is allowed by the ordinance) for horizontal and vertical articulations and building color palette, which was approved. When the plat was submitted it was discovered that the property would be located within two zoning districts. The Planning & Zoning Commission held a Public Hearing on the item July 28, following the Public Hearing commissioners voted 5-0 to forward a recommendation of approval to City Council

Staff have reviewed the RE Zoning Application and all corrections requested have been made. This project complies with the future land use map and comprehensive plan.

### **Budget Implications**

N/A

### **Operational Impact**

N/A

### **Legal Review**

Yes

**Staff Recommendation**

Staff recommends approval.

**Supporting Documentation and Attachments**

**CITY OF HUTCHINS  
ORDINANCE NO. 2025-08-1209**

**AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS; APPROVING A CHANGE IN ZONING FROM LOGISTICS PORT B (LPB) TO PORT INDUSTRIAL (PI) ON ±29.980 ACRE TRACT OF LAND; SAID TRACT BEING PART OF A TRACT OF LAND SITUATED IN THE JOHN R. FONDREN SURVEY, ABSTRACT NO. 461, AND THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, CITY OF HUTCHINS, COUNTY OF DALLAS, TEXAS, BEING A PORTION OF A CALLED 42.73 ACRE TRACT OF LAND DESIGNATED AS “PARCEL 8” AND A CALLED 43.06 ACRE TRACT OF LAND DESIGNATED AS “PARCEL 31”, IN THE SPECIAL WARRANTY DEED TO WHL DALLAS 45 LLC, RECORDED IN INSTRUMENT NO. 201100339298, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Planning and Zoning Commission of the City of Hutchins, Texas and the City Council of the City of Hutchins, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Hutchins, Texas is of the opinion and finds that said zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended;

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Hutchins, Texas, be and the same are hereby amended to grant a change in zoning from Logistics Port B (LPB) to Port Industrial (PI) on ±29.980 acre tract of land situated in the in the John R. Fondren Survey, Abstract No. 451, and the William Gatlin Survey, Abstract No. 499, City of Hutchins, Dallas County, Texas; being a portion of a called 42.73 acre tract of land designated as “Parcel 8” and a called 43.06 acre tract of land designated as “Parcel 31”, in the Special Warranty Deed to WHL Dallas 45 LLC, recorded in Instrument No. 201100339298, Official Public Records, Dallas County, Texas; and being more particularly described in Exhibit “A”.

**SECTION 2.** That the Property shall be developed and used in accordance with the development regulations as established under the Comprehensive Zoning Code for Port Industrial (“PI”).

**SECTION 3.** That the property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Hutchins, Texas, as heretofore amended, and as amended herein; and which is hereby approved.

**SECTION 4.** That, to the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Hutchins governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

**SECTION 5.** 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, Texas, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 6.** That should any word, 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 so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 7.** 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 8.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Hutchins, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 9.** 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 provides.

**IT IS ACCORDINGLY SO ORDAINED.**

**DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 18<sup>TH</sup> DAY OF AUGUST 2025.**

**CITY OF HUTCHINS, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Cynthia Olguin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joseph J. Gorfida Jr., City Attorney  
(08-01-2025: 4929-5057-6985, v. 1)

# EXHIBIT "A" Description

**EXHIBIT A  
ZONING DESCRIPTION**

JOHN R. FONDREN SURVEY, ABSTRACT NO. 461  
WILLIAM GATLIN SURVEY, ABSTRACT NO. 499  
CITY OF HUTCHINS, DALLAS COUNTY, TEXAS

**PROPERTY DESCRIPTION**

**BEING** a tract of land situated in the John R. Fondren Survey, Abstract No. 461 and the William Gatlin Survey, Abstract No. 499, City of Hutchins, Dallas County, Texas, and being a portion of a called 42.73 acre tract of land designated as "Parcel 8" and a called 43.06 acre tract of land designated as "Parcel 31", in the Special Warranty Deed to WHL Dallas 45 LLC, recorded in Instrument No. 201100339298, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the north corner of Lot 1, Block A, Biagi Wintergreen Addition, an addition to the City of Hutchins, Dallas County, Texas, according to the plat thereof recorded in Instrument No. 201700221766, Official Public Records, Dallas County, Texas, and the east corner of a 125-foot Rail Easement described in the Easement Deed to Union Pacific Railroad Company, recorded in Instrument No. 201600357675, as amended in Instrument No. 202500078195, Official Public Records, Dallas County, Texas, being in the northeast line of said Parcel 8;

**THENCE** with the common line of said 48.145 acre tract and said 125-foot Rail Easement, South 59°20'03" West, a distance of 933.64 feet to a point for corner in the Zoning Boundary Line between Logistics Port B and Port Industrial Zones;

**THENCE** along said Zoning Boundary Line, North 30°23'23" West, a distance of 1,308.65 feet to a point for corner in the common line of said Parcel 31 and a called 43.05 acre tract of land designated as "Parcel 30" in the Special Warranty Deed to DLH Logistics LLC, recorded in Instrument No. 201700256958, Official Public Records, Dallas County, Texas;

**THENCE** with the common line of said Parcels 31 and 30, South 89°57'00" East, a distance of 276.62 feet to a 1/2-inch iron rod found for the northeast corner of said Parcel 31, the most southerly southeast corner of said Parcel 30, and being in the southwest line of said Parcel 8;

**THENCE** with the common line of said Parcels 8 and 30, the following courses and distances:

North 30°59'31" West, a distance of 286.95 feet to a 3/4-inch iron rod found for the west corner of said Parcel 8, and an interior ell corner of said Parcel 30;

**NOTES:**

Bearings are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

This description was prepared based on an ALTA/NSPS Land Title Survey of the same dated 06/27/2025.

**Kimley»Horn**

804 Cherry Street, Unit 11, # 1300      Fort Worth, Texas 76102      FIRM # 10194040      Tel. No. (817) 335-8511      www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet #
N/A	JJW	DJD	July 2025	06131004	1 OF 3

WLD E, JACK 7/1/2025 & P, PM K'DAL, SURVEY061311004 PRIME SITE D10M21061311004 PRIME SITE D RE-ZONING.DWG

EXHIBIT "A"

**EXHIBIT A  
ZONING DESCRIPTION**

JOHN R. FONDREN SURVEY, ABSTRACT NO. 461  
WILLIAM GATLIN SURVEY, ABSTRACT NO. 499  
CITY OF HUTCHINS, DALLAS COUNTY, TEXAS

**PROPERTY DESCRIPTION**

North 59°43'20" East, a distance of 699.59 feet to a 5/8-inch iron rod with red plastic cap (stamping illegible) found for the north corner of said Parcel 8, and being in the southwest line of Southeast Water Treatment Plant, an addition to the City of Hutchins, according to the plat thereof recorded in Volume 93023, Page 3743, Deed Records, Dallas County, Texas;

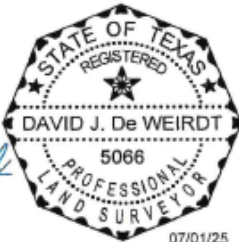
**THENCE** with the common line of said Parcel 8 and the Southeast Water Treatment Plant Addition, South 30°19'45" East, a distance of 1,373.77 feet to the south corner of said Southeast Water Treatment Plant Addition;

**THENCE** with the common line of said Parcel 8 and said 125-foot Rail Easement, South 30°24'18" East, a distance of 75.80 feet to the **POINT OF BEGINNING** and containing a computed area of 29.980 acres of land.

NOTES:

Bearings are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

This description was prepared based on an ALTA/NSPS Land Title Survey of the same dated 06/27/2025.



07/01/25

Kimley»Horn

801 Cherry Street, Unit 11, # 1300  
Fort Worth, Texas 76102    FIRM # 10194040    Tel. No. (817) 325-5511  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Point No.	Sheet No.
N/A	JJW	DJD	July 2025	061311004	2 OF 3

WILDE, JACK 7/1/2025 6:57 PM K:\DAL\_SURVEY\061311004-PRIME SITE.DWG\061311004-PRIME SITE D RE-ZONING.DWG

4929-5057-6985, v. 1

### EXHIBIT A ZONING DESCRIPTION

JOHN R. FONDREN SURVEY, ABSTRACT NO. 461  
WILLIAM GATLIN SURVEY, ABSTRACT NO. 499  
CITY OF HUTCHINS, DALLAS COUNTY, TEXAS

#### PROPERTY DESCRIPTION

**BEING** a tract of land situated in the John R. Fondren Survey, Abstract No. 461 and the William Gatlin Survey, Abstract No. 499, City of Hutchins, Dallas County, Texas, and being a portion of a called 42.73 acre tract of land designated as "Parcel 8" and a called 43.06 acre tract of land designated as "Parcel 31", in the Special Warranty Deed to WHL Dallas 45 LLC, recorded in Instrument No. 201100339298, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the north corner of Lot 1, Block A, Biagi Wintergreen Addition, an addition to the City of Hutchins, Dallas County, Texas, according to the plat thereof recorded in Instrument No. 201700221766, Official Public Records, Dallas County, Texas, and the east corner of a 125-foot Rail Easement described in the Easement Deed to Union Pacific Railroad Company, recorded in Instrument No. 201600357675, as amended in Instrument No. 202500078195, Official Public Records, Dallas County, Texas, being in the northeast line of said Parcel 8;

**THENCE** with the common line of said 48.145 acre tract and said 125-foot Rail Easement, South 59°20'03" West, a distance of 933.64 feet to a point for corner in the Zoning Boundary Line between Logistics Port B and Port Industrial Zones;

**THENCE** along said Zoning Boundary Line, North 30°23'23" West, a distance of 1,308.65 feet to a point for corner in the common line of said Parcel 31 and a called 43.05 acre tract of land designated as "Parcel 30" in the Special Warranty Deed to DLH Logistics LLC, recorded in Instrument No. 201700256958, Official Public Records, Dallas County, Texas;

**THENCE** with the common line of said Parcels 31 and 30, South 89°57'00" East, a distance of 276.62 feet to a 1/2-inch iron rod found for the northeast corner of said Parcel 31, the most southerly southeast corner of said Parcel 30, and being in the southwest line of said Parcel 8;


**THENCE** with the common line of said Parcels 8 and 30, the following courses and distances:

North 30°59'31" West, a distance of 286.95 feet to a 3/4-inch iron rod found for the west corner of said Parcel 8, and an interior ell corner of said Parcel 30;

#### NOTES:

Bearings are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

This description was prepared based on an ALTA/NSPS Land Title Survey of the same dated 06/27/2025.

		801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102		FIRM # 10194040		Tel. No. (817) 335-8511 www.kimley-horn.com	
		Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JJW	DJD	July 2025	061311004	1 OF 3		

### EXHIBIT A ZONING DESCRIPTION

JOHN R. FONDREN SURVEY, ABSTRACT NO. 461  
WILLIAM GATLIN SURVEY, ABSTRACT NO. 499  
CITY OF HUTCHINS, DALLAS COUNTY, TEXAS

#### PROPERTY DESCRIPTION

North 59°43'20" East, a distance of 699.59 feet to a 5/8-inch iron rod with red plastic cap (stamping illegible) found for the north corner of said Parcel 8, and being in the southwest line of Southeast Water Treatment Plant, an addition to the City of Hutchins, according to the plat thereof recorded in Volume 93023, Page 3743, Deed Records, Dallas County, Texas;

**THENCE** with the common line of said Parcel 8 and the Southeast Water Treatment Plant Addition, South 30°19'45" East, a distance of 1,373.77 feet to the south corner of said Southeast Water Treatment Plant Addition;

**THENCE** with the common line of said Parcel 8 and said 125-foot Rail Easement, South 30°24'18" East, a distance of 75.80 feet to the **POINT OF BEGINNING** and containing a computed area of 29.980 acres of land.

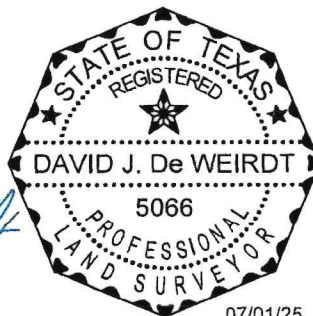
#### NOTES:

Bearings are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

This description was prepared based on an ALTA/NSPS Land Title Survey of the same dated 06/27/2025.

*David J. De Weirdt*

DAVID J. De WEIRDT  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5066



07/01/25

<b>Kimley»Horn</b>		801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102		FIRM # 10194040		Tel. No. (817) 335-6511 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.		
N/A	JJW	DJD	July 2025	061311004	2 OF 3		



VIA EMAIL: [bmoore@cityofhutchins.org](mailto:bmoore@cityofhutchins.org) and hand delivery.

July 2, 2025

Blake Moore  
Building Official  
City of Hutchins, TX  
321 N Main Street  
Hutchins, TX 75141

Re: Resolution of Multiple Zoning Districts  
Lineage Logistics, LLC Project Beckett

Dear Mr. Moore,

The intent of this letter is to request the City of Hutchins (City) amend revise the PI Zoning District boundary to the full extent of the land area Lineage Logistics, LLC (Lineage) intends to purchase for the construction of a fully automated, cold storage warehouse.

As background, Lineage sought, and the provided, a text amendment to the Port Industrial Zoning District (PI) to permit the construction of a building with a height limit of 140'. Upon further examination of the subject parcel and the zoning map, it was determined that the subject site is governed by two districts, PI and Logistics Port B (LPB). As the City does not have a provision in its zoning ordinance to resolved which zoning district would apply, Lineage seeks a revision to the PI district to include that area of the subject site that is zoned LPB.

Attached is a zoning exhibit that shows the subject site, the proposed building, and the two zoning districts that affect the subject parcel.

Also attached to this letter is a Zoning Application, a legal description and survey for that portion of the subject parcel to be revised from LBP to PI and our building elevations/renderings

Lineage understands that this matter will be heard by the Planning and Zoning Commission on July 28, 2025 and,

**LINEAGE LOGISTICS** • 46500 Humboldt Drive Novi, MI 48377  
[www.lineagelogistics.com](http://www.lineagelogistics.com)



We appreciate the coordination and assistance City Staff has provided to this point and are looking forward to a successful project in the City of Hutchins.

Sincerely,  
LINEAGE LOGISTICS, LLC

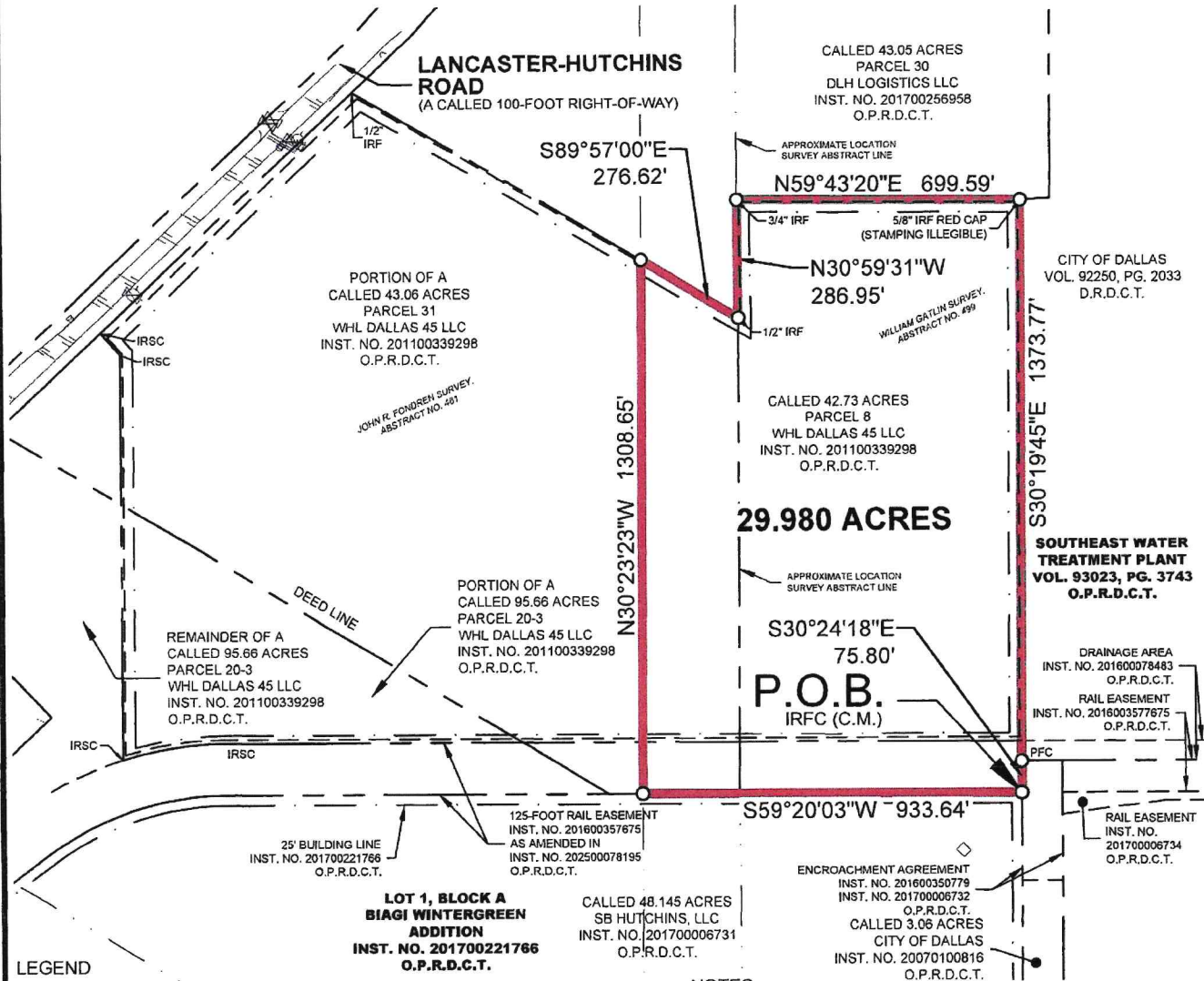
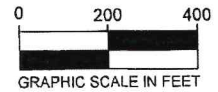
A handwritten signature in blue ink, appearing to read "Robert Sangdahl".

By: \_\_\_\_\_  
Name: Robert Sangdahl, VP Real Estate  
Title: Authorized Signatory

cc: Anthony Levandusky, Lineage Logistics

## EXHIBIT A ZONING DESCRIPTION

JOHN R. FONDREN SURVEY, ABSTRACT NO. 461  
WILLIAM GATLIN SURVEY, ABSTRACT NO. 499  
CITY OF HUTCHINS, DALLAS COUNTY, TEXAS



**LEGEND**

P.O.B. = POINT OF BEGINNING  
 PFC = POINT FOR CORNER  
 IRFC = 5/8" IRON ROD W/ "KHA" CAP FOUND  
 D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS  
 O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

**NOTES:**

A description was prepared on even date to accompany this sketch.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

This sketch was prepared based on an ALTA/NSPS Land Title Survey of the same dated 06/27/2025.

# Kimley»Horn

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10184040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 400'	JJW	DJD	July 2025	061311004	3 OF 3



Aerial View

Project Beckett - Texas  
Building Rendering

Rev - November 13, 2024 ds 13.3

zero campbell drive, braintree, ma 02154 www.rkbarch.com

RKB



Street View

Project Beckett - Texas  
Building Rendering

Rev - November 13, 2024 ds 13.32

zero samparelli drive, braintree, ma 02154 www.rkbarch.com

RKB



Office View

Project Beckett - Texas  
**Building Rendering**

zero campanelli drive, braintree, ma 02154 [www.rkbarch.com](http://www.rkbarch.com)

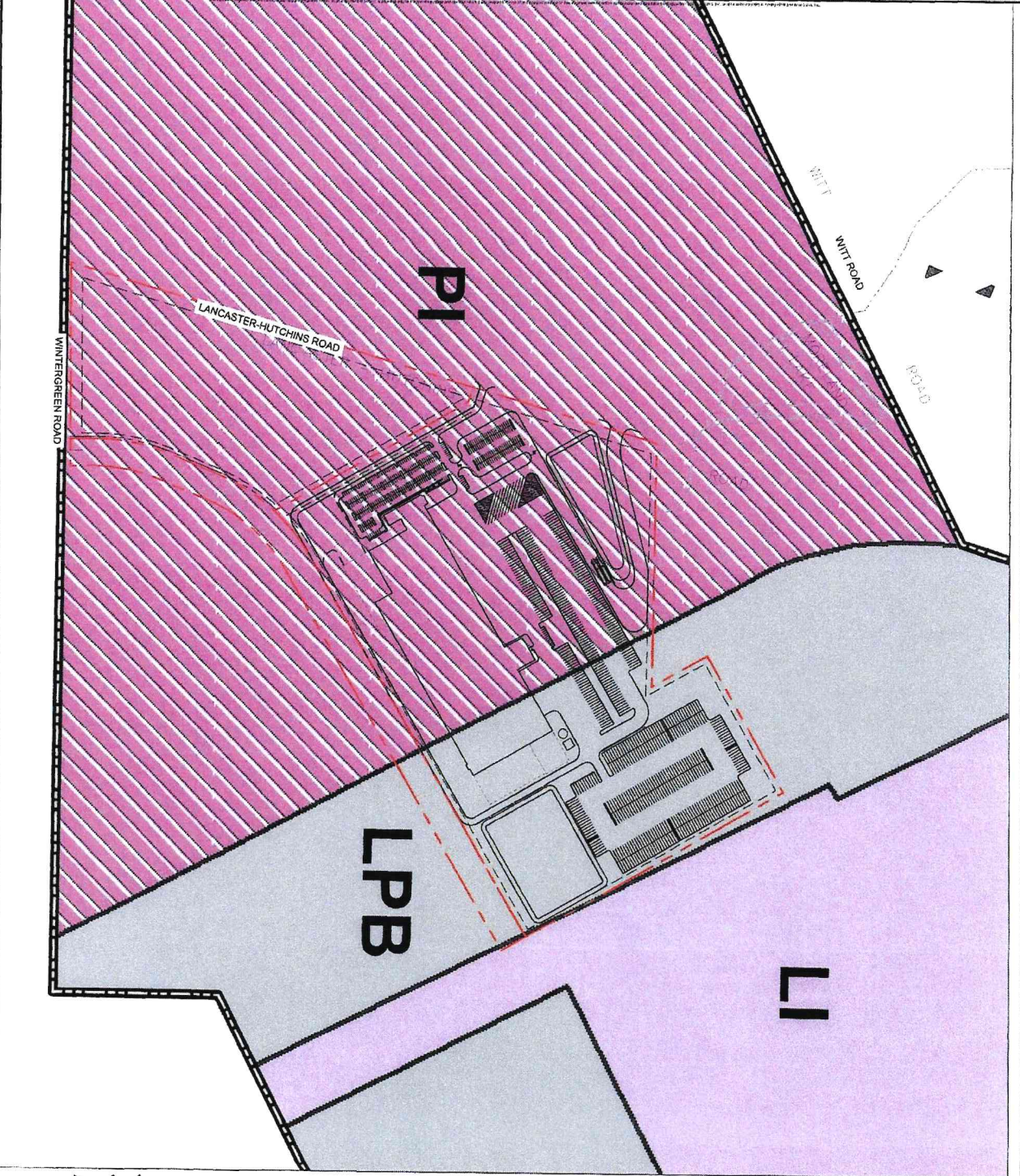
Rev - November 13, 2024

ds 13.33

Section F, Item 6.

**RKB**

DATE: 06/28/2000  
 DRAWN BY: JIM  
 CHECKED BY: DUA



**811**  
 Know what's below.  
 Call before you dig.

WARNING: EXISTING UTILITIES SHOWN, ARE NOT GUARANTEED. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

GRAPHIC SCALE & REFLECTOR

0 10 20 30 40 50

PROPERTY

LEGEND

- PROPERTY / LINE
- PORT INDUSTRIAL ZONING
- LIGHT INDUSTRIAL ZONING
- RESIDENTIAL ZONING

1. ZONING MAP IS A COPY OF THE ZONING MAP OF THE CITY OF RICHARDSON, TEXAS.

**ZONING MAP OVERLAY EXHIBIT**

EX

PRIME SITE D  
 PREPARED FOR  
 LINEAGE, INC.

HUTCHINS TX

RMA PROJECT: 054128000  
 DATE: JUNE 2025  
 SCALE: AS SHOWN  
 DESIGNED BY: JTM  
 DRAWN BY: JTM  
 CHECKED BY: DUA

**Kimley-Horn**

20411 CENTRAL EXPRESSWAY, SUITE 400,  
 RICHARDSON, TX 75080  
 PHONE: 972.710.1800 FAX: 972.710.1809  
 WWW.KIMLEY-HORN.COM TX 4-525  
 © 2025 KIMLEY-HORN AND ASSOCIATES, INC.

NO.	REVISIONS	DATE

**LEGAL NOTICES**  
*CONTINUED*

Roberts, Noel Hathman, Andre Pardue, Tyla Slate, Kiran Lama, akeem guthrie, Frank Williams  
**1:30 PM 11061 Harry Hines Boulevard, Dallas:** Raul Alvarez, Dorcas Martinho, Peidra Roberto, KATHY MASTERS,

7/23,7/30

**NOTICE OF PUBLIC SALE:**

Self-storage Cube contents of the follow customers containing household and other goods will be sold for cash by CubeSmart Management, LLC 5505 Maple Ave, Dallas TX 75235 to satisfy a lien on August 14<sup>th</sup>, 2025, at approx. 12:00pm at the following site: [www.storage-treasures.com](http://www.storage-treasures.com) : Marvin Beasley, Man Handy Handy Man Services, Kenneth Stephens, Tob Schroeder, Blake Bridgers, Giselle Basto, Brianna Gray, Dawn Cheevers, Dwight Phillips, Lalkia Stevenson, Ricardo Lopez, Christopher Perry, Emily Baudot, Brian Peete, Manuela Romon, Zaria Tallie, EfreM Craig

7/23,7/30

**NOTICE OF PUBLIC SALE:**

Self-storage Cube contents of the following customers containing household and other goods will be sold for cash by CubeSmart Management, LLC 2711 Cedar Springs Rd. Dallas, TX 75201 to satisfy a lien on August 14th, 2025 at approx. 12:00 PM at [www.storage-treasures.com](http://www.storage-treasures.com): Marcus Gregory, Manuel Robles, Lucas Rogers, Timur Tazabekov, Dane Johnson.

7/23,7/30

**ABANDONED VEHICLES**

**ABANDONED VEHICLES**

In compliance with the Transportation Code 683.031; if you have legal ownership on the following vehicles please contact MESQUITE AUTO IMPOUND VSF#0655233VSF at 972.288.1475 located at 2443 Franklin Dr. Mesquite, TX 75150, to reclaim the vehicle by paying all accrued charges. Total charges cannot be calculated until the vehicle is claimed. Failure to reclaim the vehicle is a

7/23,8/8

**BID NOTICES**

**Request for Proposals (RFPs)**

Multiple Opportunities Available 2 Proposal Deadlines as outlined below by group: August 21, 2025, by 11:00 AM ET and September 4, 2025, by 11AM ET.

The Governing Board of the Central Indiana Educational Service Center (CIESC), acting as the Lead Public Agency on behalf of Edge Public and participating entities—including all K–12 schools, local and state government agencies, higher education institutions, and nonprofit organizations—is seeking proposals from qualified vendors for a range of RFPs:

Group 1 Release date July 7, 2025, deadline August 21, 2025, by 11:00 AM ET

- Educational School Supplies and Related Products
- Playground Equipment, Surfaces, Installation, and Related Services
- Audio Visual Supplies and Services
- Synthetic Turf Fields, Court Surfaces, Indoor Sports Flooring, and Related Services
- Batteries, Power and Lighting

Group 2 Release date July 21, 2025, deadline September 4, 2025, by 11:00 AM ET

- Mobile Device Management
- Medical Supplies including AED's
- Food service Equipment
- Air Filters and Filtration Conditions & Requirements to Offerors. Full specifications and proposal documents are available via the CIESC Procurement Portal at <https://ciesc.cooppurchase.com>. Only proposals submitted through this portal will be accepted.

Deadlines :Group #1 August 21, 2025, by 11:00 AM ET and Group # 2 September 4, 2025, by 11AM ET.

7/16,7/23

waiver of all rights, title, and interest in the vehicle and personal property and a consent to sell the vehicle at public sale and right to dispose of the vehicle. (<https://www.tdlr.texas.gov>)  
YR MAKE MODEL VIN  
2002 KIA RIO  
KNADC163826089605  
2000 TRAILER TRAILER

**PUBLIC NOTICES**

**CITY OF BALCH SPRINGS**

**NOTICE OF PUBLIC HEARING**

The City of Balch Springs **City Council** will conduct a public hearing at a meeting on Monday, August 11, 2025, at 6:30 p.m. located at the Balch Springs City Hall, 13503 Alexander Road, Balch Springs, TX 75181 to consider the following:

**Zoning Ordinance Amendment (ZOA) 001-2025**

The purpose of the hearing is to receive comments from interested members of the public regarding the proposed amendments to the zoning ordinance of the City of Balch Springs, Texas, including the following: Chapter 90 "Zoning," Article III "Zoning Land Use Regulations," Section 90-3.03 "Use Chart" and Section 90-3.04 "Conditional Development Standards" related to the use and development of recycling centers and recycling facilities.

For more information, contact the Planning and Zoning Division, Jordan Ott at 214-217-5429 or by email at [jott@cityofbalchsprings.com](mailto:jott@cityofbalchsprings.com)

7/23

**CITY OF HUTCHINS**

**NOTICE OF PUBLIC HEARING CITY OF HUTCHINS CITY COUNCIL**

The City Council of the City of Hutchins will hold a public hearing on Monday, August 18, 2025, at 6:30 p.m. in the Council Chambers of City Hall, 321 N Main, Hutchins, Texas.

The meeting will be for consideration of the following items: Conduct a public hearing, discuss and consider a request by Robert Sangdahl (Lineage Logistics) representing the property owner Mike Rader (WHL Dallas 45 LLC) for a zoning change from Logistics Port B (LPB) to Port Industrial (PI) for Lot 1 Block A, 67.570 tract of land located in the John R. Fondren Survey, Abstract NO. 461, William Gatlin Survey, Abstract NO. 499 commonly described as 3840 Lancaster Hutchins

Road.  
If you have any questions, please contact Blake Moore, Building Official, 972-225-6121, ext. 131.

7/23

**CITY OF BALCH SPRINGS**

**NOTICE OF PUBLIC HEARING**

The City of Balch Springs **Planning & Zoning Commission** will conduct a public hearing at a meeting on Thursday, August 7, 2025, at 7:00 p.m. located at the Balch Springs City Hall, 13503 Alexander Road, Balch Springs, TX 75181 to consider the following:

**Specific Use Permit Application No. 002-2025 SUP**

by Thomas Patrick & Vincent, LLC on the subject parcel located at 11900 Elam Road totaling (+/-) 0.6828 acres to become legal conforming use and allow the applicant to remodel the existing convenience store.

**Rezoning Application No. 009-2025**

by Mishal Anwer to rezone subject parcels totaling (+/-) 0.942 acres of land located at 11916 Seagoville Road to Commercial (C) from Local Retail (LR) to allow the development of a warehouse.

**Preliminary Plat No. 002-2025 PP**

by Wayne Borstad to plat one lot totaling 2.784 acres of land to allow for the development of a warehouse located at 13498 Alexander Road which is zoned as Industrial.

For more information, contact the Planning and Zoning Division, Jordan Ott at 214-217-5429 or by email at [jott@cityofbalchsprings.com](mailto:jott@cityofbalchsprings.com)

7/23

**TEXAS ALCOHOL & BEVERAGE COMMISSION LICENSES & RENEWALS**

Application has been made with the Texas Alcoholic Beverage Commission for a Wine Only Package Store Permit by Lancaster Cstore LLC Db a EZ Stop #12

to belocated at 4830 S Lancaster Road, Dallas, Dallas Co., Texas. Members of said LLC are Jaswinder Randhawa – Member & Sandip Randhawa – Member

7/22,7/23

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage Permit (MB) for Casina BevCo, LLC db a Monterey's Little Mexico #4538 at 602 Dalworth Street, Grand Prairie, Dallas County, Texas 75050. Isabelle Varlan, Manager

7/22,7/23

Application has been made with the Texas Alcoholic Beverage Commission for a Late Hours Certificate (LH) and Mixed Beverage Permit (MB) for Jambo Raha LLC db a Club Dada at 2720 Elm Street, Dallas, Dallas County, Texas 75226. Annette Harbor, Manager  
Bryan Austin, Manager  
Geoffrey Lloyd, Manager

7/22,7/23

Application has been made with the Texas Alcoholic Beverage Commission for a Wine Only Package Store Permit (Q) by SUCH LLC (dba) Kwik Stop, to be located at 339 S RIVERFRONT BLVD, DALLAS, DALLAS COUNTY, TX 75207. Officer(s) of the said

*LEGAL NOTICES*  
*CONTINUED ON NEXT PAGE*



## STAFF REPORT

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<b>MEETING DATE:</b>	August 18, 2025
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Blake Moore
<b>AGENDA CAPTION:</b>	Discuss and consider a Re-Plat by Madrona Acquisitions LLC who are the owners of a tract of land situated in the Thomas Freeman Survey, Abstract No. 453, City of Hutchins, Dallas County, Texas, and being all of Lots 1A and 2, Block A, Johnson and Johnson Addition, an addition to the City of Hutchins, according to the plat recorded in Instrument No. 20080084554

Presented by: Blake Moore

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### **Background Information**

Madrona Acquisitions LLC has submitted a re-plat of a 25.1497 acre tract of land in the Light Industrial (LI) Zoning District. The reason for the re-plat is to provide a mutual access easement off HWY 45 service road to Madrona Acquisitions LLC property currently platted under Teton River Properties, LLC. In exchange Tuff Shed will receive 10.1567 acres LOT 2 BLOCK A on the plat from Madrona Acquisitions LLC.

Staff has reviewed the re-plat and all corrections requested have been made. This project complies with the future land use map and comprehensive plan.

### **Budget Implications**

N/A

### **Operational Impact**

N/A

### **Legal Review**

N/A

### **Staff Recommendation**

Staff recommends Approval

### **Supporting Documentation and Attachments**

**OWNERS CERTIFICATE**

**WHEREAS**, Tuff Shed, Inc., Teton River Properties, LLC, and Madrona Acquisitions LLC are the owners of a tract of land situated in the Thomas Freeman Survey, Abstract No. 453, City of Hutchins, Dallas County, Texas, and being all of Lots 1A and 2, Block A, Johnson and Johnson Addition, an addition to the City of Hutchins, according to the plat recorded in Instrument No. 20080084554, Official Public Records, Dallas County, Texas, and being a part of a called 12.00 acre tract of land described as Tract 1 in Warranty Deed to Tuff Shed, Inc., recorded in Instrument No. 200503645705 of said Official Public Records, and being all of a called 22.692 acre tract of land described in Warranty Deed to Madrona Acquisitions LLC, recorded in Instrument No. 201600099422 of said Official Public Records, and being all of a called 3.444 acre tract of land described as Tract 1 and all of a called 0.1091 acre tract of land described as Tract 2 in Special Warranty Deed to Teton River Properties, LLC, recorded in 20080114394 of said Official Public Records, and being all of a called 0.503 acre tract of land described in Warranty Deed with Vendor's Lien to Teton Rive Properties, LLC, recorded in Instrument No. 200403121033 of said Official Public Records, and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with red plastic cap stamped "KHA" set for the most westerly northwest corner of said Lot 1A, in the northeast right-of-way line of U.S. Interstate Highway 45 (300' wide right-of-way);

**THENCE** departing said northeast right-of-way line of U.S. Interstate Highway 45, with the north and west lines of said Lot 1A, the following courses and distances:

- North 60°19'54" East, a distance of 152.58 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;
- North 20°08'45" West, passing at a distance of 129.90 feet, the most northerly northwest corner of said Lot 1A and a west corner of said Lot 2, continuing with the west line of said Lot 2 for a total distance of 433.56 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the northwest corner of said Lot 2, in the southeast line of Lot 1, Block A, Transhorn Addition, an addition to the City of Hutchins, according to the plat recorded in Instrument No. 202100100790 of said Official Public Records;

**THENCE** North 59°35'03" East, with said southeast line of Lot 1, a distance of 1,304.85 feet the to a 1/2-inch iron rod with an illegible plastic cap found for the east corner of said Lot 1, in the south right-of-way line of Dowdy Ferry Road (a 100-foot wide right-of-way);

**THENCE** South 82°57'47" East, with said south right-of-way line of Dowdy Ferry Road, a distance of 479.25 feet to a 1/2-inch iron rod found for the northwest corner of Lot 1, Block A, Lander Addition, an addition to the City of Hutchins, according to the plat recorded in Volume 2001118, Page 2787, Deed Records, Dallas County, Texas;

**THENCE** departing said south right-of-way line of Dowdy Ferry Road, with the west and northwest lines of said Lot 1, Block A, Lander Addition, the following courses and distances:

- South 04°31'40" West, a distance of 675.59 feet to a 1/2-inch iron rod found for corner;

North 85°28'20" West, a distance of 100.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 33°00'04" West, a distance of 465.53 feet to a 1/2-inch iron rod found for the west corner of said Lot 1, Block A, Lander Addition and the north corner of a called 4.2461 acre tract of land described as Tract Two in Gift Deed to Christopher M. Lander, recorded in Volume 2004041, Page 7495 of said Deed Records;

**THENCE** South 61°31'25" West, with the northwest line of said Tract Two, a distance of 712.93 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for a west corner of said Tract Two, in the northeast line of a called 4.3914 acre tract of land described in Warranty Deed to Joseph A. Crawford, recorded in Volume 2001010, Page 5593 of said Deed Records;

**THENCE** with the northeast and northwest lines of said 4.3914 acre tract, the following courses and distances:

North 26°14'29" West, a distance of 63.07 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

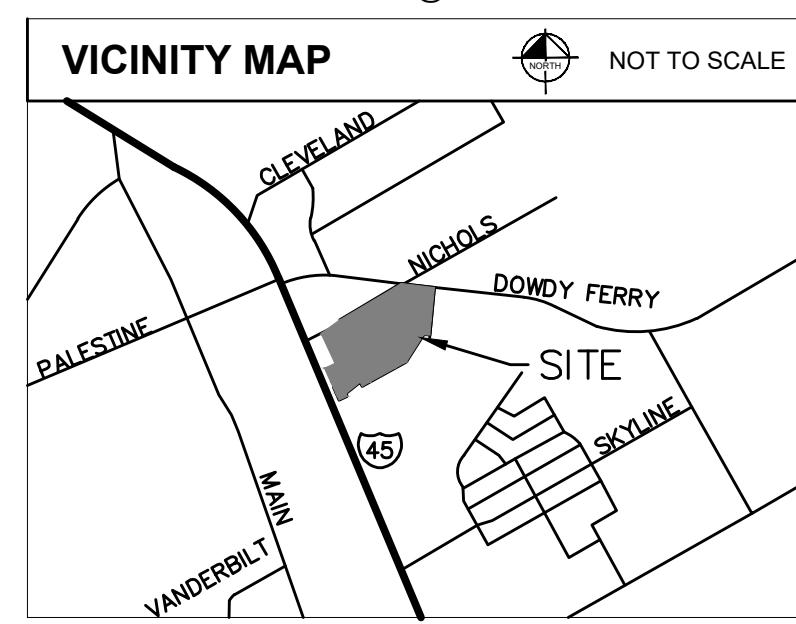
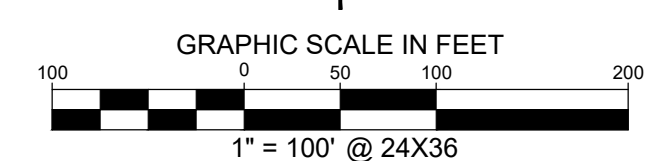
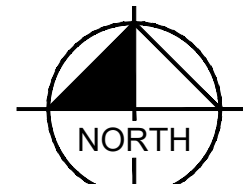
South 52°12'17" West, a distance of 254.88 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 21°37'03" East, a distance of 44.48 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 64°57'52" West, a distance of 126.79 feet to a 1/2-inch iron rod found for the southwest corner of said 22.692 acre tract, in said northeast right-of-way line of U.S. Interstate Highway 45;

**THENCE** North 23°47'26" West, with said northeast right-of-way line of U.S. Interstate Highway 45, a distance of 553.12 feet to the **POINT OF BEGINNING** and containing 1,537,946 square feet or 35.3064 acres of land.

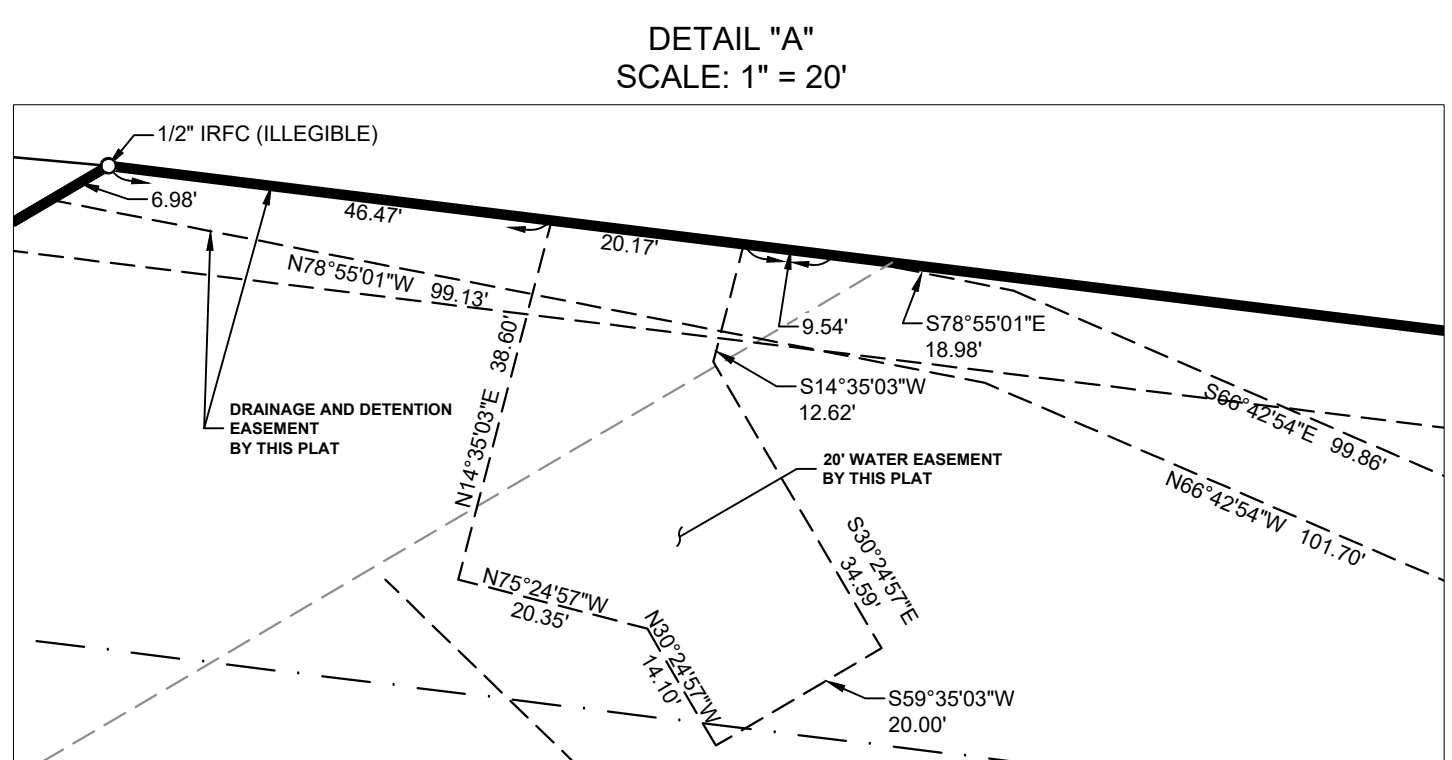
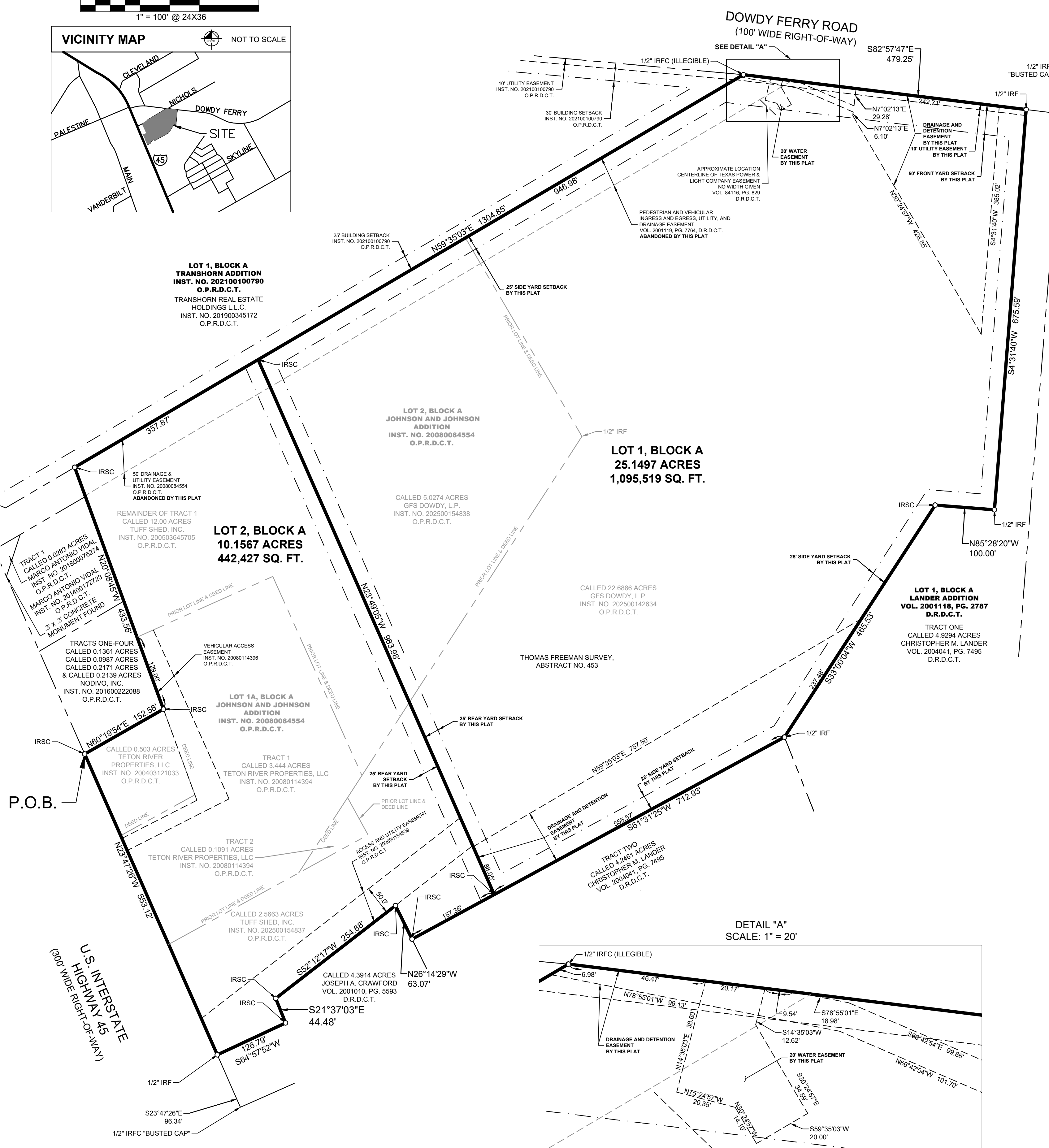
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.



**LEGEND**

O	PLAT CORNER	IRFC IRON ROD FOUND WITH CAP
P.O.B.	POINT OF BEGINNING	IRFC IRON ROD FOUND
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS	IRFC 5/8\"/>
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TEXAS	INST. NO. INSTRUMENT NUMBER VOL. PG. VOLUME PAGE SQ. FT. SQUARE FEET

- NOTES:**
- Bearing system based on the State Plane Coordinate System of 1983, Texas North Central Zone (4202), North American Datum of 1983 (2011).
  - Notice: Sealing a portion of this addition by metes and bounds is a violation of City Subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.



**OWNERS CERTIFICATE**

WHEREAS, Tuff Shed, Inc., Teton River Properties, LLC, and GFS Dowdy, L.P. are the owners of a tract of land situated in the Thomas Freeman Survey, Abstract No. 453, City of Hutchins, Dallas County, Texas, and being all of Lots 1A and 2, Block A, Johnson and Johnson Addition, an addition to the City of Hutchins, according to the plat recorded in Instrument No. 20080084554, Official Public Records, Dallas County, Texas, and being a part of a called 12.00 acre tract of land described as Tract 1 in Warranty Deed to Tuff Shed, Inc., recorded in Instrument No. 200503645705 of said Official Public Records, and being all of a called 22.6886 acre tract of land described in Special Warranty Deed to GFS Dowdy, L.P., recorded in Instrument No. 202500142634 of said Official Public Records, and being all of a called 5.0274 acre tract of land described in Special Warranty Deed to GFS Dowdy, L.P., recorded in Instrument No. 202500154838 of said Official Public Records, and being all of a called 3.444 acre tract of land described as Tract 1 and all of a called 0.1091 acre tract of land described as Tract 2 in Special Warranty Deed to Teton River Properties, LLC, recorded in 20080114394 of said Official Public Records, and being all of a called 0.503 acre tract of land described in Warranty Deed with Vendor's Lien to Teton River Properties, LLC, recorded in Instrument No. 200403121033 of said Official Public Records, and being all of a called 2.5663 acre tract of land described in Special Warranty Deed to Tuff Shed Inc., recorded in Instrument No. 202500154837 of said Official Public Records, and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with red plastic cap stamped "KHA" set for the most westerly northwest corner of said Lot 1A, in the northeast right-of-way line of U.S. Interstate Highway 45 (300' wide right-of-way);

**THENCE** departing said northeast right-of-way line of U.S. Interstate Highway 45, with the north and west lines of said Lot 1A, the following courses and distances:

North 60°19'54" East, a distance of 152.58 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner; North 20°08'45" West, passing at a distance of 129.90 feet, the most northerly northwest corner of said Lot 1A and a west corner of said Lot 2, continuing with the west line of said Lot 2 for a total distance of 433.56 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the northwest corner of said Lot 2, in the southeast line of Lot 1, Block A, Transhorn Addition, an addition to the City of Hutchins, according to the plat recorded in Instrument No. 202100100790 of said Official Public Records;

**THENCE** North 59°35'03" East, with said southeast line of Lot 1, a distance of 1,304.85 feet to a 1/2-inch iron rod with an illegible plastic cap found for the east corner of said Lot 1, in the south right-of-way line of Dowdy Ferry Road (a 100-foot wide right-of-way);

**THENCE** South 82°57'47" East, with said south right-of-way line of Dowdy Ferry Road, a distance of 479.25 feet to a 1/2-inch iron rod found for the northwest corner of Lot 1, Block A, Lander Addition, and the addition to the City of Hutchins, according to the plat recorded in Volume 2001118, Page 2787, Deed Records, Dallas County, Texas;

**THENCE** departing said south right-of-way line of Dowdy Ferry Road, with the west and northwest lines of said Lot 1, Block A, Lander Addition, the following courses and distances:

South 04°31'40" West, a distance of 675.59 feet to a 1/2-inch iron rod found for corner; North 85°28'20" West, a distance of 100.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner; South 33°00'04" West, a distance of 465.53 feet to a 1/2-inch iron rod found for the west corner of said Lot 1, Block A, Lander Addition and the north corner of a called 4.2461 acre tract of land described as Tract Two in Gift Deed to Christopher M. Lander, recorded in Volume 2004041, Page 7495 of said Deed Records;

**THENCE** South 61°31'25" West, with the northwest line of said Tract Two, a distance of 712.93 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for a west corner of said Tract Two, in the northeast line of a called 4.3914 acre tract of land described in Warranty Deed to Joseph A. Crawford, recorded in Volume 2001010, Page 5593 of said Deed Records;

**THENCE** with the northeast and northwest lines of said 4.3914 acre tract, the following courses and distances:

North 26°14'29" West, a distance of 63.07 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner; South 52°12'17" West, a distance of 254.88 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner; South 21°37'03" East, a distance of 44.48 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner; South 64°57'52" West, a distance of 126.79 feet to a 1/2-inch iron rod found for the southwest corner of said 22.6886 acre tract, in said northeast right-of-way line of U.S. Interstate Highway 45;

**THENCE** North 23°47'26" West, with said northeast right-of-way line of U.S. Interstate Highway 45, a distance of 553.12 feet to the **POINT OF BEGINNING** and containing 1,537,946 square feet or 35.3064 acres of land.

**SURVEYOR'S STATEMENT:**

I, J. Andy Dobbs, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual on the ground survey of the land and that the monuments shown thereon were found and/or placed under my direct supervision in accordance with Platting Rules and regulations of the City of Hutchins, Texas.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

J. Andy Dobbs  
Registered Professional Land Surveyor No. 6196  
KIMLEY-HORN AND ASSOC., INC.  
2500 Pacific Avenue, Suite 1100  
Dallas, Texas 75226  
469-718-8849  
andy.dobbs@kimley-horn.com

**PRELIMINARY**

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared J. Andy Dobbs known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public in and for the State of Texas

**OWNER'S DEDICATION**

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That Tuff Shed, Inc., Teton River Properties, LLC, and GFS Dowdy, L.P., acting by and through their duly authorized agents, do hereby adopt this plat, designating the herein described property as **DOWDY INDUSTRIAL CENTER** an addition to the City of Hutchins, Dallas County, Texas, and do hereby dedicate, to the public use forever, the streets and alleys shown hereon; and do hereby dedicate the easements shown hereon for mutual use and accommodation of the City of Hutchins and all public utilities desiring to use, or using same for the purposes shown hereon. No buildings, fences, trees, shrubs, signs, or other improvements shall be constructed or placed upon, over or across the easements as shown. The City of Hutchins and public utility entities shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs, signs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective system in said easements and the City of Hutchins and public utility entities shall at all times have the full right of ingress and egress to and from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. A Blanket Easement of a five (5) foot radius from the center point of all fire hydrants and a five (5) foot radius from the center point of all other appurtenances (fire hydrants valves, water meters, meter boxes, street lights) is hereby granted to the City of Hutchins for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances.

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

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

Tuff Shed, Inc.

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

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public in and for the State of Colorado

Teton River Properties, LLC

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

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public in and for the State of Colorado

GFS Dowdy, L.P.

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

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public in and for the State of \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY THE CITY OF HUTCHINS**

This is to certify that the City of Hutchins, Texas has approved the Replat of Johnson and Johnson Addition, Block A, Lots 1A and 2 with the Replat/Final Plat being named DOWDY INDUSTRIAL CENTER, Lots 1 & 2, Block A as shown hereon.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Mario Vasquez, Mayor  
City of Hutchins, Texas

The undersigned, the City Secretary of the City of Hutchins, hereby certifies that the foregoing replat of **DOWDY INDUSTRIAL CENTER**, Addition to the City of Hutchins was submitted to the appropriate Planning & Zoning Commission or City Council as required by the ordinances of the City of Hutchins on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and such body by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places and water and sewer lines, as shown and set forth in and upon said plat, and said body further authorized the acceptance thereof by signing as hereinabove subscribed in the capacity stated.

Witness my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Cynthia Olguin, City Secretary  
City of Hutchins, Texas

REPLAT  
**DOWDY INDUSTRIAL CENTER**  
LOTS 1 & 2, BLOCK A  
35.3064 ACRES  
ZONING CLASSIFICATION - LI, LIGHT INDUSTRIAL  
BEING A REPLAT OF LOTS 1A & 2, BLOCK A  
JOHNSON AND JOHNSON ADDITION  
THOMAS FREEMAN SURVEY, ABSTRACT NO. 453  
CITY OF HUTCHINS, DALLAS COUNTY, TEXAS

**Kimley»Horn**  
2500 Pacific Avenue, Suite 1100 Dallas, Texas 75226 FIRM # 10115500 Tel No. (469) 718-8849

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JDF	JAD	Aug. 2025	068181002	1 OF 1



# STAFF REPORT

**MEETING DATE:** August 18, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Maria Joyner

**AGENDA CAPTION:** Consideration and Action regarding proposed FY2025-2026 Tax Rate and Notice of Public Hearing.

Presented by: Maria Joyner, Director of Finance

**Background Information**

State law requires that an entity must vote to place a proposal to adopt the tax rate on the agenda of a future meeting as an action item. **This must be a record vote.** Once the record vote has passed, State law requires an entity must schedule and hold a public hearing before adopting a tax rate if the proposed tax rate exceeds the No-New Revenue or Voter-Approval Tax Rate (whichever is lower). The proposed tax rate exceeds the No-New-Revenue Tax Rate and requires a public hearing to be scheduled. The rate and record vote will be published in the newspaper and on the City website.

**Budget Implications**

This item will have a financial impact, as tax revenue is a primary funding source of the budget. Estimated tax revenues will be determined by the adopted tax rate but the purpose of tonight's action is to satisfy the requirements of State law.

**Legal Review**

N/A

**Staff Recommendation**

Staff recommends the City Council vote on the proposed tax rate in preparation of the public hearing on the FY2025-2026 tax rate that will be held at the City Council meeting on September 15, 2025

July 18, 2025

James Quin  
City Administrator  
321 North Main Street  
P.O. Box 500  
Hutchins, TX 75141

Subject: Request for Approval of Interlocal Agreement Between STAR Transit and City of Hutchins

Mr. Quin,

STAR Transit is requesting the City Council's consideration and approval of the Interlocal Agreement (ILA) between your City and STAR Transit concerning public transportation services.

This ILA outlines the terms and conditions and is believed to significantly benefit both parties involved and the residents of Hutchins.

The terms of this ILA have been reviewed and are believed to be fair, equitable, and in the best interests of all parties involved.

A copy of the proposed Interlocal Agreement is attached for review and consideration. The opportunity to answer any questions and discuss this matter further at your convenience is available. Presenting this ILA to the City Council at an upcoming meeting would be appreciated.

Thank you for your time and consideration of this important request.

Sincerely,



Tommy Henricks  
Executive Director  
STAR Transit



**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R2025-08-1281**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF HUTCHINS AND STAR TRANSIT FOR FISCAL YEAR 2025-2026 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, STAR Transit is a Rural Transit District established pursuant to the authority of Chapter 458, Texas Transportation Code, as amended, with its headquarters in Terrell, Texas, and currently provides transit services within several area jurisdictions; and

**WHEREAS**, the CITY is a local government entity of the State of Texas; and

**WHEREAS**, the CITY has requested STAR Transit provide services and is authorized to execute this Agreement with STAR Transit for the purpose of providing for the operation and management of public transportation services for the benefit of the citizens of the CITY; and

**WHEREAS**, STAR Transit, its officers and supervisory employees are trained and experienced in the operation and management of public transportation and is authorized to execute this Agreement with the CITY for the purpose of providing services as specified herein; and

**WHEREAS**, the Agreement is made pursuant to and under the authority of the Interlocal Cooperation Act of 1971, as amended, and codified in Chapter 791 of the Texas Government Code (the "Act"); and

**WHEREAS**, STAR Transit and the CITY are local governments as defined in §791.003 of the Act, and each are empowered by §791.011 of the Act to contract with each other to provide governmental functions and services including public and elderly transportation; and

**WHEREAS**, STAR Transit publishes an annual cost of service letter with its operating cost schedule no later than June 1 each year and utilizes an hourly rate to adjust amounts payable by its local partners, including CITY, each year; and,

**WHEREAS**, the purpose of this Agreement is to provide a variety of public transit services to the benefit of residents and businesses in the CITY, the "Public Transit Services".

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 18th day of August 2025.

CITY OF HUTCHINS, TEXAS

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

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary

**EXHIBIT "A"**  
**INTERLOCAL COOPERATIVE AGREEMENT**  
**BETWEEN**  
**STAR TRANSIT AND HUTCHINS, TEXAS**

This Interlocal Cooperative Agreement ("Agreement") is between STAR Transit ("STAR Transit") and Hutchins, Texas ("CITY"), each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies. STAR Transit and the CITY may each be referred to as a "Party" to this Agreement and may be collectively referred to as "Parties" in this Agreement.

**WITNESSETH**

WHEREAS, STAR Transit is a Rural Transit District established pursuant to the authority of Chapter 458, Texas Transportation Code, as amended, with its headquarters in Terrell, Texas, and currently provides transit services within several area jurisdictions; and

WHEREAS, the CITY is a local government entity of the State of Texas; and

WHEREAS, the CITY has requested STAR Transit provide services and is authorized to execute this Agreement with STAR Transit for the purpose of providing for the operation and management of public transportation services for the benefit of the citizens of the CITY; and

WHEREAS, STAR Transit, its officers and supervisory employees are trained and experienced in the operation and management of public transportation and is authorized to execute this Agreement with the CITY for the purpose of providing services as specified herein; and

WHEREAS, the Agreement is made pursuant to and under the authority of the Interlocal Cooperation Act of 1971, as amended, and codified in Chapter 791 of the Texas Government Code (the "Act"); and

WHEREAS, STAR Transit and the CITY are local governments as defined in §791.003 of the Act, and each are empowered by §791.011 of the Act to contract with each other to provide governmental functions and services including public and elderly transportation; and

WHEREAS, STAR Transit publishes an annual cost of service letter with its operating cost schedule no later than June 1 each year and utilizes an hourly rate to adjust amounts payable by its local partners, including CITY, each year; and,

WHEREAS, the purpose of this Agreement is to provide a variety of public transit services to the benefit of residents and businesses in the CITY, the "Public Transit Services".

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I  
Incorporation of Recitals

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

ARTICLE II  
Term

This Agreement shall be effective upon execution by both Parties and the Initial Term shall begin on October 1, 2025 and end on September 30, 2026. If not otherwise terminated in accordance with the termination provisions of Article V of this Agreement, this Agreement extends for subsequent twelve (12) month periods starting on the first (1st) day of October each year.

ARTICLE III  
Rights, Duties and Responsibilities of STAR Transit

3.1 Board of Directors. STAR Transit is designated to supervise the performance of this Agreement and to operate the Public Transit Service within the CITY's jurisdictions and subdivisions. Such operations shall be overseen solely by the STAR Transit Board of Directors. STAR Transit shall be responsible for the safe, efficient, and effective operation of all services provided.

- 3.2 Management Scope. STAR Transit agrees to manage, supervise and operate the Public Transit Services in an efficient and economical manner. STAR Transit shall operate all properties, equipment, facilities, routes, and services now or hereafter existing for the purposes of this Agreement. STAR Transit shall provide full and complete management services for the Public Transit Service and any specific duties and obligations set forth shall not be construed as limitations. STAR Transit shall perform the active direction of the Public Transit Services, including transportation, maintenance, schedule preparation, dispatching, communications, accounting, public relations, and safety. All such services may be provided at the principal office of STAR Transit in Terrell, Texas or at such other place, or places as STAR Transit shall determine.
  
- 3.3 Administrative Functions. STAR Transit shall administer all properties, equipment, buses, vehicles, facilities, maintenance, gasoline, repairs, replacements, services, expenditures, and resources necessary for safe, efficient, and effective operations. STAR Transit shall employ, train, furnish, and supervise the personnel necessary for the operation of the Public Transit Services. STAR Transit shall oversee all aspects of employment including employee recruiting, selection, training, wages and benefits. STAR Transit shall perform all aspects of general administrative oversight including technical guidance, payroll, accounts payable, purchasing, contracting, finance and other administration necessary for the proper operation of the system.
  
- 3.4 Transit Vehicle Operators. Every vehicle providing Public Transit Service under this Agreement shall be operated by an operator duly licensed by the State of Texas to operate vehicles of the type and size being operated by such operator and such operator shall be appropriately dressed in a uniform selected by STAR Transit.
  
- 3.5 Routes, Schedules, Fares. The Public Transit Services shall be operated with routes and schedule established by STAR Transit with input from CITY. In no case shall the Public Transit Services operate on a Saturday, Sunday, regular annual holidays as designated by the STAR Transit Board of Directors, or days on which STAR Transit deem conditions are unsafe or otherwise inappropriate for service in accordance with Section 7.4. STAR Transit shall have authority to make modifications to any routes without the necessity of obtaining CITY approval. In no case shall the Public Transit Services require a service beginning prior to 5:00 AM or ending after 8:00 PM. Fares for riders shall be established by the STAR Transit Board of Directors and such fares shall be consistent throughout the STAR Transit system.

3.6 Transit Vehicles. STAR Transit shall use only such vehicles as are appropriate to provide the Public Transit Service. All vehicles shall be fully compliant with the Americans with Disabilities Act of 1990, U.S. Code §12101, et. seq., as amended and relevant regulations applicable thereto, licensed for passenger operations by the State of Texas and equipped with a two-way communication system. STAR Transit shall provide or cause to be provided all mechanical and other repairs, maintenance and upkeep necessary to maintain vehicles in good working order and in a clean, sanitary and safe condition.

3.7 Operating Cost Charge to CITY. STAR Transit shall charge for services and CITY agrees to compensate STAR Transit for services based on the following:

- A. Service Days: Service up to five (5) days per week, Monday through Friday; set and calculated as two hundred fifty-four (254) service days each Fiscal Year. This number of Service Days shall be charged each Fiscal Year regardless of actual calendar service days or events as noted in Section 7.4. This number of Service Days charged may be adjusted only by Amendment to the Contract duly approved by CITY and the STAR Transit Board of Directors.
- B. Daily Hours: A total of eight (8) hours of in-service time including pre- and post-trip time on average each operating day. Average Daily Hours may be adjusted, in writing, by mutual agreement of the parties, no more often than once per every one hundred and twenty (120) calendar days.
- C. Hourly Cost: The average cost per hour shall be charged at the current STAR Transit Public Transit Hourly Rate, currently fifty-six dollars and seventy-five cents (\$56.75). The STAR Transit Board of Directors shall publish an annual cost of service letter with its upcoming annual operating cost schedule no later than the first (1st) day of June each year and utilize that hourly rate to adjust amounts payable by CITY.
- D. Annual Operating Cost. After the Initial Term, each Fiscal Year, the annual operating cost shall be recalculated by multiplying Service Days (Line A) by Daily Hours (Line B) and by Hourly Cost (Line C). Costs for additional contracted service provided by Transportation Network Companies (Uber/Lyft), currently thirty-seven thousand five hundred dollars (\$37,500.00) will be added to the total annual operating costs.
- E. Operating Off-Sets. STAR Transit expects a net sixty percent (60%) operating cost subsidy on the Public Transit Service from a combination of Federal, State, Regional, and Private Contract

sources. So long as such subsidy is in place, it shall be used as an off-set to reduce the Annual Operating Cost charged to CITY. The Operating Off-Set may be adjusted as part of the annual Cost of Service notification.

- F. Monthly Charge to CITY. The Monthly Charge to CITY shall be the Annual Operating Cost (Line E) multiplied by any Operating Off-Set (Line F) divided by twelve (12). Payment for all services shall be due fifteen (15) days in advance of service. For the Initial Term, the monthly charge is calculated at two thousand five hundred and twenty-three dollars (\$2,523.00), annual cost of thirty thousand two hundred and seventy-six dollars (\$30,276.00). STAR Transit shall invoice CITY for each service month no earlier than forty-five (45) days prior to each service month.
- G. Subsequent Fiscal Years. Following the Initial Term, the monthly charge to CITY shall be recalculated by STAR Transit with the identical methodology utilizing any updated parameters. This calculation and the resulting monthly rate will be provided by STAR Transit in writing to CITY prior to the first (1st) day of June each year. In addition, any cost savings due to a reduction in the hourly cost of service occurring between Fiscal Year 2026 and Fiscal Year 2027 shall be passed on to CITY.
- H. Additional Services. Any month in which the CITY requests average daily hours for non-holiday weekdays exceeding the average daily hours established in Section 3.7 (B) shall be a month in which STAR Transit shall increase the monthly charge in the next available billing cycle by the total number of increased hours (or partial hours) of service multiplied by the current charter rate as established by the STAR Transit Board of Directors. Any other special services requested by CITY and scheduled by STAR Transit, which is not covered under the specific monthly service terms of this Agreement, or under subsequent duly approved Amendments or modifications, shall be billed to CITY on the next available invoice by STAR Transit at the current charter rate as established by the STAR Transit Board of Directors.
- I. Start Up Provisions. As a condition of implementing new services in CITY, STAR Transit shall invoice CITY an additional zero dollars (\$0.00) to be invoiced separately prior to initiating services. Both parties agree that billing shall begin at the regular monthly amount with the first monthly invoice sent to CITY in September 2025 for services to be phased in beginning on the first (1<sup>st</sup>) day of October, 2025.

3.8 Capital Cost Charge to CITY. STAR Transit represents that for the first three (3) Fiscal Years of operation, no additional vehicle acquisition or replacement cost or other capital expense item will

be required from CITY. After the first three (3) full Fiscal Years, if a new vehicle, vehicles, or other capital assets are needed and Regional, State, or Federal sources do not fully fund a suitable replacement vehicle, vehicles or other capital items in a timely manner, STAR Transit shall provide written notification of capital costs to CITY no later than the first (1st) day of June for capital costs to be due the following Fiscal Year.

- 3.9 Marketing. STAR Transit will provide the CITY with service information for posting on the CITY Website and advertise the services on the STAR Transit homepage. As part of its regular outreach programs, STAR Transit will market the Public Transit Service in a variety of media and locations likely to attract potential riders. STAR Transit shall maintain rights to final approval of all marketing materials.
  
- 3.10 Reporting. STAR Transit will provide the CITY a monthly summary of ridership data within thirty (30) days after the last day of the preceding month, an annual summary of ridership after the end of the STAR Transit Fiscal Year, a copy of the adopted Annual Budget, and a copy of the approved annual audit.
  
- 3.11 Contract Management. STAR Transit will pursue and apply for grant funding opportunities which may be applicable to and beneficial to the Agreement. STAR Transit will be responsible for complying with the obligations and responsibilities under all grants and all accompanying certifications, assurances, and agreements made or given by the Federal Transit Administration, Texas Department of Transportation, or any other applicable entity. STAR Transit will be responsible for complying with all applicable laws, rules, regulations and guidelines associated with STAR Transit services. STAR Transit will provide any documents needed to support Federal, State, or Regional grant administration or other data or audit requirements to the appropriate entity in a timely manner. Grant funding shall be used to offset monthly charges to the CITY if applicable to service provided within the CITY.
  
- 3.12 Permits. STAR Transit shall secure or cause to be secured, at its cost and expense, all permits and other governmental authorizations, which may be required to fulfill this Agreement.

ARTICLE IV

Rights, Duties and Responsibilities of the CITY

- 4.1 Payment for Service. CITY shall pay all invoices provided by STAR Transit under this Agreement within thirty (30) days of receipt. Such payments shall constitute a current expense of the CITY and shall not in any way be considered or construed to be a debt of the CITY's in contravention of any constitutional, statutory, or charter provision. Any CITY paying for STAR Transit's services must make those payments with current revenues available and the CITY hereby affirms that funds to pay said payments to STAR Transit are available for the current Fiscal Year.
  
- 4.2 Parking. Permit STAR Transit to access, park, and store vehicles, as necessary, at a CITY facility.
  
- 4.3 Promotions. The CITY shall promote services via CITY facilities, municipal resident water bill, CITY Social Media Outlets, News Releases, CITY Website and additional promotional opportunities that become available during the duration of the Agreement. The CITY shall facilitate, as needed and within CITY budget constraints, the efforts of STAR Transit to market the services. CITY shall make all CITY generated marketing materials available for review and approval by STAR Transit.

ARTICLE V

Termination

- 5.1 Program Conclusion. During the initial term, but no later than July 31, 2026, either party may provide written notice of termination to be effective on September 30, 2026. During subsequent twelve (12) month terms, either party may provide written notice of termination no later than July 30 for the following operating year commencing on the first (1st) day of October.
  
- 5.2 Mutual Agreement. This Agreement may be terminated immediately at any time by a written agreement signed by both Parties setting forth the agreed termination date.
  
- 5.3 Termination due to Default. Termination due to Default must be preceded by (1) written notice stating specific provision violated in this Agreement, (2) a thirty (30) day period for cure and (3) a second notice of failure to cure and final termination. A Party shall be in default of this Agreement if such Party fails to timely keep or perform any term, provision, covenant, or condition to be kept

or performed by such Party under the terms of this Agreement and/or any other agreement now or hereafter existing between the Parties and such failure continues for thirty (30) days after written notice by the non-defaulting Party to the defaulting Party (a "Default"). Upon the occurrence of a Default, the non-defaulting Party shall have the right to terminate this Agreement by written notice to the defaulting Party and shall further have the right to exercise any and/or all other rights and/or remedies available to such Party at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas. In addition, CITY may terminate due to default if performance standards are not met or if CITY deems the operation of the service by STAR Transit is unreliable, unsafe or of poor quality.

5.4 Termination by Operation or Breach of Law. In the performance of this agreement, STAR Transit shall comply with all state, federal and local laws, regulations and standards. If the purpose or intent of this agreement is prevented or is contrary to any other law, including but not limited to section 458.012, Texas Transportation Code, this agreement shall be deemed null and void and of no force and effect. If the operation of the service by STAR Transit is in violation of any law or regulation that does not frustrate the purpose or intent of this agreement, or if repeated violations occur, the CITY may terminate the service immediately upon notice. Any pre-paid amounts for monthly service shall be immediately refunded to CITY.

ARTICLE VI

Responsible Party Provisions

6.1 Legal Liability. As a designated political subdivision, STAR Transit is a "governmental unit" as that term is defined in Chapter 101 of the Texas Civil Practice and Remedies Code. Therefore, the extent of STAR Transit's liability for actions arising out of the operation of a public transportation system shall be governed by Chapter 101 of the Texas Civil Practice and Remedies Code.

6.2 Limitation of Liability. To the extent authorized by the Constitution and laws of the State of Texas, the Parties agree that each Party shall be responsible for its own acts and omissions and the acts and omissions of its agents, representatives and employees in the performance of this Agreement. It is expressly understood and agreed by the Parties that neither Party shall be held liable for the acts or omissions of the other Party or for the acts or omissions of the other Party's agents, representatives, or employees in the performance of this Agreement. To the extent allowed by law, both parties shall hold harmless, indemnify and defend the other from and against any claims,

damages, losses 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, injury or loss to any property, or economic loss, received or sustained by any person or persons, or property, directly or indirectly arising out of, or occasioned by the acts, omissions or conduct of the indemnifying party, without waiving the party's governmental, sovereign or other immunities or defenses available under Texas law and without waiving any defenses of the parties under Texas law.

6.3 Insurance. STAR Transit shall maintain its own insurance in sufficient amounts to cover any occurrence or claim related to its responsibilities in delivering the Public Transit Services.

6.4 Immunity. In the execution and performance of this Agreement, the Parties do not waive, and neither Party shall be deemed to have waived, any immunity or defense that would otherwise be available to each Party as a local governmental entity and/or political subdivision of the State of Texas. Nothing in this Agreement shall be deemed or construed to create any right or interest in any person not a party to this Agreement, and there are no third-party beneficiaries hereof.

6.5 Survival. All provisions of this Article shall expressly survive the termination of this Agreement.

Article VII  
Miscellaneous

7.1 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

7.2 Compliance with Laws. STAR Transit and its officers, agents and employees shall comply with all applicable federal, state and local health, safety, disability, environmental and other laws, ordinances, rules and regulations in the performance of the Public Transit Service.

7.3 Powers. STAR Transit has all the powers of CITY necessary to operate its services. By way of illustration, but not for limitation, STAR Transit has the power to contract, to acquire and own real and personal property, and to accept and expend funds from government, legal entities and

individuals. STAR Transit does not have the power to tax, to obligate CITY, to assess CITY, or to adopt ordinances or laws.

- 7.4 Force Majeure. STAR Transit shall not be liable to CITY for any failure, delay, interruption of service caused by acts of God, fire, snow, ice, flooding, tornado, utility outages, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, acts of terror, or any other cause beyond the reasonable control of STAR Transit and not attributable to any neglect or negligence on the part of STAR Transit. In the event of such occurrence, the time for performance of such services shall be suspended until such time that such inability to perform shall be removed. STAR Transit shall make all reasonable efforts to mitigate the effects of any such suspension or interruption of service and CITY shall not be entitled to any compensation for any such event.
  
- 7.5 Severability. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid, illegal, or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect the validity or enforceability of any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid provision had never been included in the Agreement.
  
- 7.6 Notices. Any notice required or permitted to be given under the terms of this Agreement shall be in writing and shall be considered properly given if mailed by United States mail, certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the address set forth below, or by delivering same in person to the intended addressee by hand delivery or by a nationally recognized courier service such as Federal Express or United Parcel Service. Notices mailed by certified mail as set forth above shall be effective upon deposit in the United States mail. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

STAR Transit: Executive Director  
STAR Transit  
P.O. Box 703  
Terrell, TX 75160

CITY: City Administrator  
City of Hutchins  
321 N. Main Street  
Hutchins, TX 75141

- 7.7 Entire Agreement. This Agreement, together with all attachments hereto, sets forth the entire Agreement between the Parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement.
- 7.8 Modification. This Agreement may only be revised, modified, or amended by a written document signed by STAR Transit and the CITY. Oral revisions, modification, or amendments are not permitted.
- 7.9 Waiver. All waivers, to be effective, must be in writing and signed by the waiving party. No failure by either Party to insist upon the strict or timely performance of any covenant, duty, agreement, term, or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term, or condition. No delay or omission in the exercise of any right or remedy accruing to either Party upon a breach of this Agreement shall impair such right or remedy or be construed as a waiver of any such breach or a waiver of any breach theretofore or thereafter occurring.
- 7.10 Authority. Each Party represents and warrants to the other that this Agreement has been authorized by the governing body of such Party and that each such Party has the full power and authority to enter into and fulfill its obligations under this Agreement. Each person signing this Agreement represents that such person has the authority to sign this Agreement on behalf of the Party indicated.
- 7.11 Assignment. This Agreement shall not be assigned or transferred by either Party without prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 7.12 Independence. The Parties are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the Parties and no Party shall have the authority to bind the

other in any respect. Nothing in this Agreement prevents STAR Transit from pursue contracting opportunities to provide any services with other public and private entities within the CITY or outside the CITY.

7.13 Governing Law. The laws of the State of Texas shall govern this Agreement, and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties submit to the personal and subject matter jurisdiction of said court.

7.14 Effective Date. This Agreement shall not be effective unless and until it is executed by both STAR Transit and the CITY. "Effective Date" as used herein shall mean the later of the two dates this Agreement is executed by STAR Transit and the CITY.

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

City of Hutchins, Texas

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

Approved as to form:

By: \_\_\_\_\_  
City Attorney

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

STAR Transit

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



# STAFF REPORT

**MEETING DATE:** August 18, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Katherine Lindsey

**AGENDA CAPTION:** Discuss and consider Resolution R2025-08-1281 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF HUTCHINS AND STAR TRANSIT FOR FISCAL YEAR 2025-2026 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Katherine Lindsey, Assistant to the City Administrator

### Background Information

On April 7, 2025 STAR Transit and the Inland Port Transportation Management Association (IPTMA) gave a presentation before the City Council regarding funding status and an option for service continuation. The NCTCOG grant funds for services provided by STAR Transit via the IPTMA are ending. To continue providing STAR Transit services to residents, the City of Hutchins will pay STAR Transit directly. For the initial term, the monthly charge is \$2,523.00 totaling \$30,276.00 for the year. After the initial term, the cost will be recalculated by STAR Transit. If the City does not wish to renew after the initial term, the City may give written notice by July 31, 2026.

### Budget Implications

The amount the City contributes to STAR Transit services will increase next fiscal year from \$15,000.. to \$30,276.00.

### Operational Impact

NA

### Legal Review

The ILA was approved by the City Attorney.

### Staff Recommendation

Staff recommends that the City Council adopt the resolution.

**Supporting Documentation and Attachments**

Resolution

ILA

Hutchins ILA Consideration Request Letter



# STAFF REPORT

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<b>MEETING DATE:</b>	August 18, 2025
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Katherine Lindsey
<b>AGENDA CAPTION:</b>	Discuss and consider Resolution R2025-08-1282, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2025 RATE REVIEW MECHANISM FILING. Presented by: Katherine Lindsey, Assistant to the City Administrator

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## Background Information

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2025, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2024, entitled it to additional system-wide revenues of \$245.2 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$225.6 million, \$163.5 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$185.6 million instead of the claimed \$245.2 million.

After several settlement meetings, the parties have agreed to settle the case for \$205.6 million. This is a reduction of \$20 million to the Company’s initial request. This includes payment of ACSC’s expenses. The Effective Date for new rates is October 1, 2025. ACSC members should take action approving the Resolution/Ordinance before October 1, 2025.

## **RATE TARIFFS**

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate \$205.6 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

**BILL IMPACT**

The impact of the settlement on average residential rates is an increase of \$7.83 on a monthly basis, or 9.27%. The increase for average commercial usage will be \$25.73 or 6.56%. Atmos provided bill impact comparisons containing these figures.

**SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS**

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

**RRM SAVINGS OVER GRIP**

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2025, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

**Comparison to Other Mid-Tex Rates (Residential)**

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$54.68	-
DARR:	\$58.57	\$3.89
ATM Cities:	\$57.39	\$2.71
Environs:	\$55.96	\$1.28

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

**EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:**

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$205.6 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.

8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.

10. This section provides for an effective date upon passage.

11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

## **CONCLUSION**

The Legislature’s GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex’s claim that its historic cost of service should entitle it to recover \$245.2 million in additional system-wide revenues, the RRM settlement at \$205.6 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$205.6 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before October 1, 2025. New rates become effective October 1, 2025.

## **Budget Implications**

The impact of the settlement on average residential rates is an increase of \$7.83 on a monthly basis, or 9.27%. The increase for average commercial usage will be \$25.73 or 6.56%. Atmos provided bill impact comparisons containing these figures.

## **Operational Impact**

NA

## **Legal Review**

The resolution was approved by the ACSC legal firm, Lloyd, Gosselink, Rochelle, & Townsend, P.C.

## **Staff Recommendation**

Staff recommends that the City Council adopts the Resolution approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division.

## **Supporting Documentation and Attachments**

1. Resolution
2. Attachment 1 – Tariffs
3. Attachment 2 – Pension Benchmark
4. Average Bill

**CITY OF HUTCHINS  
RESOLUTION NO. R2025-08-1282**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2025 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.**

**WHEREAS**, the City of Hutchins, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

**WHEREAS**, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

**WHEREAS**, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

**WHEREAS**, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

**WHEREAS**, on about April 1, 2025, Atmos Mid-Tex filed its 2025 RRM rate request with ACSC Cities based on a test year ending December 31, 2024; and

**WHEREAS**, ACSC coordinated its review of the Atmos Mid-Tex 2025 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

**WHEREAS**, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$205.6 million on a system-wide basis with an Effective Date of October 1, 2025; and

**WHEREAS**, ACSC agrees that Atmos’ plant-in-service is reasonable; and

**WHEREAS**, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

**WHEREAS**, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

**WHEREAS**, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

**WHEREAS**, the RRM Tariff contemplates reimbursement of ACSC’s reasonable expenses associated with RRM applications.

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

**SECTION 1.** That the findings set forth in this Resolution are hereby in all things approved.

**SECTION 2.** That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$205.6 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex’s 2025 RRM filing, is in the public interest, and is consistent with the City’s authority under Section 103.001 of the Texas Utilities Code.

**SECTION 3.** That despite finding Atmos Mid-Tex’s plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

**SECTION 4.** That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$205.6 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

**SECTION 5.** That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex’s next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

**SECTION 6.** That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company’s 2025 RRM filing.

**SECTION 7.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

**SECTION 8.** That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**SECTION 9.** That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**SECTION 10.** That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2025.

**SECTION 11.** That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 18th day of August 2025.

**CITY OF HUTCHINS, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

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City Attorney

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2025</b>	

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 23.65 per month
Rider CEE Surcharge	\$ 0.03 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 23.68 per month</b>
Commodity Charge – All <u>Ccf</u>	\$ 0.74748 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2025</b>	

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 94.00 per month
Rider CEE Surcharge	\$ 0.01 per month <sup>1</sup>
<b>Total Customer Charge</b>	\$ 94.01 per month
Commodity Charge – All Ccf	\$ 0.22261 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at [mdtx-div-plantprotection@atmosenergy.com](mailto:mdtx-div-plantprotection@atmosenergy.com).

<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2025</b>	

**Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7678 per MMBtu
Next 3,500 MMBtu	\$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1206 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Curtailement Overpull Fee**

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2025</b>	

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at [mdtx-div-plantprotection@atmosenergy.com](mailto:mdtx-div-plantprotection@atmosenergy.com).

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2025</b>	

**Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

**Type of Service**

Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7678 per MMBtu
Next 3,500 MMBtu	\$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1206 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2025</b>	

**Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest “midpoint” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” during such month, for the MMBtu of Customer’s monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer’s receipt quantities for the month.

**Overpull Fee**

Upon notification by Company of an event of interruption of Customer’s deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled “Daily Price Survey.”

**Replacement Index**

In the event the “midpoint” or “common” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company’s Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

<b>RIDER:</b>	<b>SUR – SURCHARGES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2025</b>	

**Application**

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

**Monthly Calculation**

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

**FASB ASC 740-10 (Fin48) Refund**

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company’s Uncertain Tax Positions (“UTPs”) arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year’s calculation will include a true-up (+ or - ) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility’s next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer’s monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	\$ (0.12)
Rate C – Commercial Sales	\$ (0.41)
Rate I – Industrial Sales	\$ (8.68)
Rate T – Transportation	\$ (8.68)

<b>RIDER:</b>	<b>TAX – TAX ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>Entire Division as Set Forth Below</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2025</b>	<b>PAGE:</b>

**Application**

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T, except for exempt State Agency Customers, to the extent of state gross receipts taxes only.

**1. State Gross Receipts Taxes**

Applicability - Entire Division except for Unincorporated Areas

Each monthly bill shall be adjusted for Miscellaneous state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Entire Division

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

**2. Federal or State Tax Law or Rate Changes:**

**Applicability – All Customers in the Mid-Tex Division (“MTX”) Under the RRM Tariff**

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T.

To ensure that gas utility customers receive the benefits or costs associated with the changes in tax rates at a federal or state level, MTX shall establish and accrue on its books and records, as of the effective date of the federal or state tax law or rate change: 1) regulatory liabilities to reflect the impact of a decrease in federal corporate income tax rates or state margin tax rates; or, 2) regulatory assets to reflect the impact of an increase in federal corporate income tax rates or state margin tax rates.

The gas utility may not change rates to give effect to a change in Federal or State Tax law or rates through the Rider TAX unless and until the city issues final authorization, an Accounting Order, or other express guidance authorizing such recovery through the RRM process.

Company may also not change rates to capture the impacts associated with the effects of Public Law 117-169, 136 STAT. 1818 of August 16, 2022 (“Tax Act 2022”) and certain other tax-related costs that will change from the amounts included in the most recent base revenue requirement established through an RRM filing unless and until the city issues a final authorization, an Accounting Order, or other express guidance authorizing such recovery.

Upon receipt of authorization from the city through an Accounting Order, final authorization or other express guidance, the calculation applicable to the aforementioned federal or state tax rate or law changes are as follows; however, to the extent there is a conflict between the calculation or methodology

<b>RIDER:</b>	<b>TAX – TAX ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>Entire Division as Set Forth Below</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2025</b>	<b>PAGE:</b>

prescribed by an Accounting Order, final authorization, or other express guidance, and those contained in this rate schedule, the Accounting Order, final authorization, or other express guidance controls:

**Calculations**

1. With regard to changes in the tax rates at a federal or state level, the increase or decrease shall be calculated as follows:
  - a. A portion of the gas utility’s revenue representing the difference between: 1) the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility’s most recent statement of intent or other rate proceeding, and 2) the cost of service that would have resulted had the rates been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change;
  - b. If applicable, the portion of the gas utility’s revenue representing the difference between: 1) each Interim Rate Adjustment surcharge approved by the regulatory authority since the gas utility’s most recent statement of intent or other rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the surcharges been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change; and
  - c. The excess or deficient deferred tax reserve, including any associated gross up in taxes, caused by the reduction or increase in the federal corporate income tax rate or state related tax increases, as of the effective date of the change.

Upon the receipt of authorization from the Commission or applicable regulatory authority, the gas utility shall separately refund to customers based on a decrease in federal or state tax rates or separately collect from customers based on an increase in federal or state tax rates within twelve (12) months or, pursuant to applicable Internal Revenue Code (“IRC”) rules and regulations, as follows:

- d. The amount collected/refunded by the gas utility that reflects the difference in base rates between: 1) the cost of service approved by the regulatory authority in the gas utility’s most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
- e. If applicable, the amount collected/refunded by the gas utility that reflects the difference between: 1) each Interim Rate Adjustment surcharge approved by the Commission or the regulatory authority since the gas utility’s most recent statement of intent rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
- f. The amount collected/refunded by the gas utility that reflects the difference in the excess or deficient deferred tax reserve included in base rates between: 1) the cost of service approved by the Commission or the regulatory authority in the gas utility’s most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes. These amounts shall be refunded or collected from customers based upon IRC rules and regulations if applicable.

<b>RIDER:</b>	<b>TAX – TAX ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>Entire Division as Set Forth Below</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2025</b>	<b>PAGE:</b>

2. With regard to the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement established through an RRM filing, any change in rates shall be calculated as follows:
  - (a) The amount shall be calculated as the product of Company’s grossed-up rate of return authorized in the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility’s most recent statement of intent or other rate proceeding times the Corporate Alternative Minimum Tax deferred tax asset (“CAMT DTA”) estimated at September 30 of the fiscal year or applicable quarter-end within a fiscal year prior to the annual change in the rates pursuant to this tariff, less the income tax credits received in accordance with IRC requirements applicable to the Tax Act 2022 grossed-up for income taxes to a revenue equivalent.
  - (b) The estimated CAMT DTA and the related effects on the rider revenue requirements shall be trued up to the actual effects in the following year and the over/under recovery amortized over the twelve months that each year’s recalculated tariff rates are in effect. The over/under recovery shall include a grossed-up rate of return as authorized in Company’s most recent statement of intent or other rate proceeding.
  - (c) The methodology for computing Company's CAMT is as follows:
    - i. Confirm when Atmos Energy Corporation and its affiliates are subject to CAMT as an “applicable corporation” as defined the Tax Act 2022, then there will be MTX’s CAMT DTA in the tariff.
    - ii. Calculate the Mid-Tex Division’s (MTX) contribution to Adjusted Financial Statement Income (“AFSI”) on a stand-alone basis. MTX’s AFSI is calculated by adjusting MTX’s applicable financial statement income by adjustments to depreciation, pension costs and federal income tax to arrive at AFSI. AFSI is intended to be computed consistent with applicable IRC requirements.
    - iii. Compare MTX’s CAMT stand-alone amount with MTX’s regular stand-alone tax liability. If the stand alone CAMT is in excess of the stand-alone regular tax, the CAMT DTA is recorded to MTX.

If the Internal Revenue Service issues new guidance related to the Tax Act 2022, Company shall have the right to make additional filings to recognize such adjustments.

Any Commission filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change with the Commission’s Oversight and Safety Division or as part of a Statement of Intent.

Any city filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change and addressed to the city official at the address of record with the Mid-Tex Division.

With the exception of the authorization required from the Commission to allow the gas utility to recognize the new federal income tax rate (increase or decrease) or state taxes (increase or decrease) or the impacts associated with the effects of the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in the last approved RRM Tariff filing, no action on the part of the regulatory authority is required to give effect to the amount to be refunded or

<b>RIDER:</b>	<b>TAX – TAX ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>Entire Division as Set Forth Below</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2025</b>	<b>PAGE:</b>

collected from customers. However, any amount refunded or collected from customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding, and if applicable, the gas utility shall be required to reconcile any discrepancies.

Regulatory orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007). Rate changes subject to the provisions of this tariff may be implemented upon the filing of an appeal to the relevant authority.

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2025</b>	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- $i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf
- $R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.
- $HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class
- $NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- $ADD$  = billing cycle actual heating degree days.
- $BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2025</b>	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.61	0.1476	91.65	0.7406
Austin	8.19	0.1394	183.99	1.1581
Dallas	12.74	0.2017	193.53	1.1001
Waco	9.23	0.1277	148.26	0.7631
Wichita Falls	10.43	0.1387	122.94	0.7038

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [www.atmosenergy.com/MTXtariffs](http://www.atmosenergy.com/MTXtariffs), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION  
MID-TEX RATE REVIEW MECHANISM  
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL  
TEST YEAR ENDING DECEMBER 31, 2024**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2025 Willis Towers Watson Report as adjusted	\$ 572,372	\$ (649,253)	\$ 882,931	\$ (3,920,499)	\$ 65,943	
2	Allocation Factor	46.27%	46.27%	84.14%	84.14%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 264,856	\$ (300,432)	\$ 742,888	\$ (3,298,664)	\$ 65,943	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 264,856	\$ (300,432)	\$ 742,888	\$ (3,298,664)	\$ 65,943	\$ (2,525,408)
6							
7	O&M Expense Factor	76.41%	76.41%	39.54%	39.54%	10.97%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	\$ 202,374		\$ 293,727			\$ 496,101
11	Total Post-Employment Benefit Plan		\$ (229,557)		\$ (1,304,242)		(1,533,799)
12	Total Supplemental Executive Benefit Plan					\$ 7,231	7,231
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 202,374	\$ (229,557)	\$ 293,727	\$ (1,304,242)	\$ 7,231	\$ (1,030,467)

**ATMOS ENERGY CORP., MID-TEX DIVISION  
MID-TEX RATE REVIEW MECHANISM  
AVERAGE BILL COMPARISON - BASE RATES  
TEST YEAR ENDING DECEMBER 31, 2024**

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	<b>Rate R @ 42.1 Ccf</b>							
2	Base Rates:							
3	Customer Charge		\$ 22.95	\$ 23.65	\$ 22.95	\$ 23.65	\$ 0.70	
4	Consumption Charge (Ccf)	42.1	\$ 0.58974	\$ 0.74748	24.80	31.44	6.64	
5	Total Base Rates				<u>\$ 47.75</u>	<u>\$ 55.09</u>	<u>\$ 7.34</u>	15.37%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	42.1	\$ 0.20875	\$ 0.20875	\$ 8.78	\$ 8.78	\$ -	
9	Rider GCR Part B (Ccf)	42.1	\$ 0.53838	\$ 0.53838	22.64	22.64	-	
10	Total Gas Cost				<u>\$ 31.42</u>	<u>\$ 31.42</u>	<u>\$ -</u>	0.00%
11								
12	Total Base with Gas Cost				\$ 79.17	\$ 86.51	\$ 7.34	
13	Rider FF & Rider TAX		0.06725	0.06725	5.32	5.82	0.49	9.27%
14								
15	<b>Total Residential Average Bill</b>				<u><b>\$ 84.49</b></u>	<u><b>\$ 92.33</b></u>	<u><b>\$ 7.83</b></u>	<u><b>9.27%</b></u>
16								
17	<b>Rate C @ 367.6 Ccf</b>							
18	Base Rates:							
19	Customer Charge		\$ 81.75	\$ 94.00	\$ 81.75	\$ 94.00	\$ 12.25	
20	Consumption Charge (Ccf)	367.6	\$ 0.19033	\$ 0.22261	69.97	81.83	11.86	
21	Total Base Rates				<u>\$ 151.72</u>	<u>\$ 175.83</u>	<u>\$ 24.11</u>	15.89%
22								
23	Gas Cost:							
24	Rider GCR Part A	367.6	\$ 0.20875	\$ 0.20875	\$ 76.74	\$ 76.74	\$ -	
25	Rider GCR Part B	367.6	\$ 0.37860	\$ 0.37860	139.18	139.18	-	
26	Total Gas Cost				<u>\$ 215.92</u>	<u>\$ 215.92</u>	<u>\$ -</u>	0.00%
27								
28	Total Base with Gas Cost				\$ 367.64	\$ 391.75	\$ 24.11	
29	Rider FF & Rider TAX		0.06725	0.06725	24.72	26.35	1.62	6.56%
30								
31	<b>Total Commercial Average Bill</b>				<u><b>\$ 392.36</b></u>	<u><b>\$ 418.10</b></u>	<u><b>\$ 25.73</b></u>	<u><b>6.56%</b></u>
32								

**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**MID-TEX RATE REVIEW MECHANISM**  
**AVERAGE BILL COMPARISON - BASE RATES**  
**TEST YEAR ENDING DECEMBER 31, 2024**

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
33	<b><u>Rate I at 1277 MMBTU</u></b>							
34	Base Rates:							
35	Customer Charge		\$1,587.75	\$ 1,848.75	\$ 1,587.75	\$ 1,848.75	\$ 261.00	
36	Block 1 - Consumption Charge (MMBtu)	1,277	\$ 0.6553	\$ 0.7678	836.99	980.69	143.69	
37	Block 2 - Consumption Charge (MMBtu)	-	\$ 0.4799	\$ 0.5623	-	-	-	
38	Block 3 - Consumption Charge (MMBtu)	-	\$ 0.1029	\$ 0.1206	-	-	-	
39	Total Base Rates	<u>1,277</u>			<u>\$ 2,424.74</u>	<u>\$ 2,829.44</u>	<u>\$ 404.69</u>	16.69%
40								
41	Gas Cost:							
42	Rider GCR Part A (MMBtu)	1,277	\$ 2.07711	\$ 2.07711	\$ 2,653.03	\$ 2,653.03	\$ -	
43	Rider GCR Part B (MMBtu)	1,277	\$ 0.88986	\$ 0.88986	1,136.59	1,136.59	-	
44	Total Gas Cost				<u>\$ 3,789.63</u>	<u>\$ 3,789.63</u>	<u>\$ -</u>	0.00%
45								
46	Total Base with Gas Cost				\$ 6,214.37	\$ 6,619.07	\$ 404.69	
47	Rider FF and Rider TAX		0.06725	0.06725	417.92	445.14	27.22	6.51%
48								
49	<b>Total Industrial Average Bill</b>				<b><u>\$ 6,632.29</u></b>	<b><u>\$ 7,064.20</u></b>	<b><u>\$ 431.91</u></b>	<b><u>6.51%</u></b>
50								
51	<b><u>Rate T at 4534 MMBTU</u></b>							
52	Base Rates:							
53	Customer Charge		\$1,587.75	\$ 1,848.75	\$ 1,587.75	\$ 1,848.75	\$ 261.00	
54	Block 1 - Consumption Charge (MMBtu)	1,500	\$ 0.6553	\$ 0.7678	982.95	1,151.70	168.75	
55	Block 2 - Consumption Charge (MMBtu)	3,034	\$ 0.4799	\$ 0.5623	1,456.19	1,706.22	250.03	
56	Block 3 - Consumption Charge (MMBtu)	-	\$ 0.1029	\$ 0.1206	-	-	-	
57	Total Base Rates	<u>4,534</u>			<u>\$ 4,026.89</u>	<u>\$ 4,706.67</u>	<u>\$ 679.78</u>	16.88%
58								
59	Gas Cost:							
60	Rider GCR Part B (MMBtu)	4,534	\$ 0.88986	\$ 0.88986	\$ 4,034.96	\$ 4,034.96	\$ -	
61	Total Gas Cost				<u>\$ 4,034.96</u>	<u>\$ 4,034.96</u>	<u>\$ -</u>	0.00%
62								
63	Total Base with Gas Cost				\$ 8,061.85	\$ 8,741.63	\$ 679.78	
64	Rider FF and Rider TAX		0.06725	0.06725	542.17	587.88	45.72	8.43%
65								
66	<b>Total Transportation Average Bill</b>				<b><u>\$ 8,604.01</u></b>	<b><u>\$ 9,329.51</u></b>	<b><u>\$ 725.50</u></b>	<b><u>8.43%</u></b>



# STAFF REPORT

**MEETING DATE:** August 18, 2025

**MEETING TYPE:** Regular Council Meeting

**SUBMITTED BY:** Chief Perry

**AGENDA CAPTION:** Discuss and consider repealing Ordinance 2025-06-1208 in its entirety. Presented by Steve Perry, Police Chief

### **Background Information**

On June 2, 2025, Ordinance # 2025-06-1208 was brought before the Hutchins City Council creating the City of Hutchins animal advisory board. The draft version of the ordinance establishing the animal advisory board was uploaded and adopted by council. Staff request that council repeal ordinance # 2025-06-1208.

### **Budget Implications**

N/A

### **Operational Impact**

Repeal Ordinance # 2025-06-1208 and adopt Ordinance # 2025-08-1210 establishing the Hutchins Animal Advisory Board.

### **Legal Review**

Created by City Attorney Joe Gorfida

### **Staff Recommendation**

Staff recommends that council repeal ordinance # 2025-06-1208.

### **Supporting Documentation and Attachments**

Staff Report

Ordinance

**CITY OF THE HUTCHINS, TEXAS  
ORDINANCE NO. 2025-06-1208**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES, BY AMENDING CHAPTER 2, ARTICLE II, ENTITLED “BOARDS AND COMMISSIONS,” BY ADDING A NEW DIVISION 9, ENTITLED “FRIENDS OF THE HUTCHINS ANIMAL SERVICES”; ESTABLISHING THE COMPOSITION, QUALIFICATIONS, DUTIES AND RESPONSIBILITIES OF THE FRIENDS OF THE HUTCHINS ANIMAL SERVICES BOARD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hutchins, Texas, finds and determines it is in the best interest of the City to establish the Friends of The Hutchins Animal Services board as a board of the City of Hutchins, Texas, for the purpose of advising, assisting, sponsoring, and promoting activities that bolster the animal shelter and animal services for the City of Hutchins, Texas.

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

**SECTION 1.** That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2.** That the Code of Ordinances of the City of Hutchins, Texas be, and the same is, hereby amended by amending Chapter 2, Article II, entitled “Boards and Commissions”, by adding a new division 9, entitled “Friends of The Hutchins Animal Services,” which shall read as follows:

**“DIVISION 9. FRIENDS OF THE HUTCHINS ANIMAL SERVICES**

**Sec. 2-298. Advisory board created; purpose.**

There is hereby created the Friends of The Hutchins Animal Services advisory board. The board shall act in an advisory capacity to the city council with respect to matters concerning regulations for adoption by the city council and recommendations concerning the City of Hutchins Animal Shelter and animal services throughout the City.

**Sec. 2-2981. Composition; qualifications.**

The board shall consist of a board not to exceed seven (7) members appointed by the City Council. Members shall be persons who have a diverse interest in and knowledge about the city including the animal shelter and animal services. Not more than two (2) members may be non-residents of the City due to their experience and/or qualifications.

**Sec. 2-2982. Duties, operational rules and procedures.**

The board shall have the following powers and perform the following duties.

- (1) The board shall meet to discuss ideas that will help ensure the animal shelter is in compliance with the state department of health rules pertaining to animal shelters.
- (2) The board shall meet to make recommendations to the police chief or his designee for the betterment of the community concerning operations, policies, procedures, new programs, and the improvement of existing programs.
- (3) The board shall meet at least three (3) times each year.

**Secs. 2-299 – 2.300. Reserved.”**

**SECTION 3.** If any section, article paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 4.** 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 amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** This Ordinance shall become effective from and after its date of passage in accordance with law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE HUTCHINS, TEXAS, THIS 2nd day of June 2025.**

APPROVED:

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

**ATTEST:**

\_\_\_\_\_  
Cynthia Olguin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
/s/Joe Gorfida, City Attorney



# STAFF REPORT

**MEETING DATE:** August 18, 2025

**MEETING TYPE:** Regular Council Meeting

**SUBMITTED BY:** Chief Perry

**AGENDA CAPTION:** Discuss and consider Ordinance 2025-08-1210, AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2 TITLED "ANIMAL SERVICES" BY ADDING A NEW ARTICLE 2.12 TITLED "ANIMAL SERVICES ADVISORY COMMISSION" TO SET FORTH REQUIREMENTS FOR AN ANIMAL SERVICES ADVISORY COMMISSION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Steve Perry, Police Chief

### **Background Information**

Texas Health and Safety Code Sec. 823.005, advisory committee, requires that the governing body of a county or municipality in which an animal shelter is located shall appoint an advisory committee to assist in complying with the requirements of this chapter. The advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization. The advisory committee shall meet at least three times a year.

### **Budget Implications**

N/A

### **Operational Impact**

Passage of this ordinance and the establishment of a board ensures that we are complying with State Law.

### **Legal Review**

Created by City Attorney Joe Gorfida

### **Staff Recommendation**

Staff recommends approval of the ordinance creating the animal advisory board.

**Supporting Documentation and Attachments**

Staff Report

Ordinance

**CITY OF HUTCHINS, TEXAS  
ORDINANCE NO. 2025-08-1210**

**AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2 TITLED “ANIMAL SERVICES” BY ADDING A NEW ARTICLE 2.12 TITLED “ANIMAL SERVICES ADVISORY COMMISSION” TO SET FORTH REQUIREMENTS FOR AN ANIMAL SERVICES ADVISORY COMMISSION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** The City Council has determined that it is in the public’s best interest to establish the Animal Services Advisory Commission for the purpose of advising, assisting, sponsoring, and promoting activities to bolster the City’s animal shelter and animal services, and in compliance with V.T.C.A. Health and Safety Code Chapter 823.

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

**SECTION 1.** That the City of Hutchins Code of Ordinances is hereby amended by amending Chapter 2 titled “Animal Services” by adding a new Article 2.12 titled “Animal Services Advisory Commission”, to read as follows:

**“CHAPTER 2. ANIMAL SERVICES**

...

**ADD NEW ARTICLE 2.12:**

**ARTICLE 2.12 ANIMAL SERVICES ADVISORY COMMISSION**

**§ 2.12.001 Advisory services commission created; purpose.**

There is hereby created the Animal Services Advisory Commission. The commission shall act in an advisory capacity to the city council with respect to matters concerning regulations for adoption by the city council and recommendations regarding the city’s animal shelter and animal services.

**§ 2.12.002 Composition; terms; qualifications.**

The commission shall consist of five (5) members appointed by the city council for a term of two (2) years and shall serve until their successor is appointed. The commission members shall

consist of one (1) licensed veterinarian, one (1) municipal official; one (1) person whose duties shall include the daily operation of an animal shelter; one (1) representative from an animal welfare organization; and one (1) citizen who is a resident of the city of Hutchins. The city council shall appoint the chairperson and a vice chairperson. Members of the commission may be removed at any time by the city council with or without cause.

**§ 2.12.003 Duties, operational rules and procedures.**

The commission shall have the following powers and perform the following duties:

- (1) The commission shall meet to discuss ideas that will help ensure the animal shelter is in compliant with the requirements of V.T.C.A. Health and Safety Code Chapter 823, and other applicable state and local laws.
- (2) The commission shall meet to make recommendations to the police chief or their designee for the betterment of the community concerning operations, policies, procedures, new programs, and the improvement of existing programs.
- (3) The commission shall meet at least three (3) times each year.
- (4) A vote of the simple majority of the quorum shall be required for any action taken by the commission.”

**SECTION 2.** 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 3.** That this ordinance shall take effect immediately from and after its passage.

**IT IS ACCORDINGLY SO ORDAINED.**

**DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 18th DAY OF AUGUST, 2025.**

**CITY OF HUTCHINS, TEXAS**

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Mario Vasquez, Mayor

**ATTEST:**

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Cynthia Olguin, City Secretary

**APPROVED AS TO FORM:**

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Joseph J. Gorfida, Jr., City Attorney  
(05-14-2025: 4919-2033-1843, v. 1)