



**CITY OF HUTCHINS
HUTCHINS ECONOMIC DEVELOPMENT CORP
AGENDA**

Thursday, January 15, 2026 at 6:30 PM

Hutchins City Hall Council Chambers - 400 N. JJ Lemmon Road

Board Members

Raymond Elmore, President
Norma Harlin
Artis Johnson
Aurora Madrigal
Steve Nichols, Vice President
Demarcus Odom
Mario Vasquez
Guy Brown, Executive Director

NOTICE OF POSSIBLE CITY COUNCIL QUORUM

A QUORUM OF COUNCIL MEMBERS MAY OR MAY NOT BE PRESENT AT THIS MEETING. HOWEVER, NO OFFICIAL CITY COUNCIL ACTION WILL BE CONSIDERED DURING THIS MEETING.

Pursuant to Section 551 of the Texas Government Code, notice is hereby given that the Board of Directors of the City of Hutchins will meet January 15, 2026 at 6:30 p.m. to conduct a Regular Meeting at the Hutchins City Hall located at 400 North JJ Lemmon Road, Hutchins, Texas, at which time the following items will be discussed and considered.

As authorized by Section 551.071 of the Texas Government Code, the Board of Directors 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.

A. CALL MEETING TO ORDER

1. Roll Call
2. Invocation

B. CITIZEN COMMENTS *The Citizen Comments Portion of the Agenda is an opportunity for the public to address the Board on any subject. However, in accordance with the Texas Open Meetings Act, the Board cannot discuss issues raised or make any decision at this time. Issues raised may be referred to HEDC Staff for research and possible future action.*

C. CONSENT AGENDA: *All items presented in the Consent Agenda require no deliberation by the Board. Each Board member has the opportunity of removing an item from this agenda so that it may be considered separately.*

1. Consideration and action regarding the Minutes Hutchins Economic Development Meeting held on December 11, 2025

D. PUBLIC HEARINGS

E. REGULAR AGENDA

2. Election of Officers.

a. President

b. Vice President

3. Consideration and Action regarding Amended and Restated Local Business Grant Agreement for property located at 101 South Interstate 45, Suite 12 in Hutchins.

Presented by: Guy Brown HEDC Executive Director

4. Consideration and Action regarding Amended and Restated 4B Economic Development Agreement for property located at 301 Wintergreen Road in Hutchins.

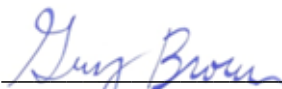
Presented by: Guy Brown HEDC Executive Director

F. EXECUTIVE SESSION

G. RECONVENE INTO REGULAR SESSION and take any action necessary as a result of Executive Session.

H. ADJOURNMENT

Certification: I certify that a copy of the January 15, 2026 agenda of items to be considered by the Hutchins Economic Development Corporation was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website www.cityofhutchins.org, in accordance with Chapter 551 of the Texas Government Code. Posted on Thursday, January 8, 2026, before 5:00 p.m.



Guy Brown
Executive Director

ACCESSIBILITY STATEMENT

A request for special services must be received at least 24 hours in advance of scheduled meeting. For assistance, please call the HEDC office at 972-225-4449 or email the Executive Director at gbrown@cityofhutchins.org.



Hutchins EDC
Guy Brown
gbrown@cityofhutchins.org
Phone: 972/225-4449
Fax: 972/225-5559

**MINUTES
HUTCHINS ECONOMIC DEVELOPMENT CORPORATION (HEDC)
REGULAR BOARD OF DIRECTORS MEETING
THURSDAY, DECEMBER 11, 2025 – 6:30 P.M.
HUTCHINS CITY HALL – 400 N JJ LEMMON ROAD
HUTCHINS, TEXAS 75141**

The Hutchins Economic Development Corporation Board of Directors met on December 11, 2025, at 6:30 p.m. to conduct a regular meeting at the Hutchins City Hall located at 400 North JJ Lemmon Road, Hutchins, Texas, 75141 at which time the following items were discussed and considered:

ATTENDANCE:

BOARD MEMBERS

- Raymond Elmore, President
- Norma Harlin
- Artis Johnson
- Aurora Madrigal
- Steve Nichols, Vice President
- Demarcus Odom
- Mario Vasquez
- Guy Brown, Executive Director

A. Call Meeting to Order

The meeting was called to order at 6:30 p.m. The meeting was held at the Hutchins Economic Development Corporation office located at 103 Palestine, Hutchins, Texas, 75141.

Roll Call

A quorum of the Board of Directors was established. All roll call Mr. Elmore, Ms Harlin and Mr. Vasquez were absent. Mr Vasquez arrived at 6:34 during item E.2..

Invocation

Invocation was given by Mr. Johnson.

B. Citizen Comments.

There were no comments from citizens.

C. CONSENT AGENDA: *All items presented in the Consent Agenda require no deliberation by the Board. Each Board member has the opportunity of removing an item from this agenda so that it may be considered separately.*

1. Consideration and action regarding the Minutes Hutchins Economic Development Meeting held on October 2, 2025.

Mr. Odom made a motion to approve the minutes of October 2, 2025. The motion was seconded by Mr. Johnson and passed unanimously.

D. PUBLIC HEARINGS
NONE.

E. REGULAR AGENDA

2. Consideration and action regarding Amended and Restated Local Business Grant Agreement for property Located at 211 and 213 Main Street in Hutchins.

The Board reviewed the request from Big Moose BBQ to extend the completion date of the project for six (6) months. The board reviewed the proposed amended and restated agreement.

Ms. Madrigal made a motion to approve the amended and restated agreement extending the completion date of the project until June 30, 2026. The Motion was seconded by Mr. Odom and passed unanimously.

3. Staff Report.

The Executive Director presented a report on the status of projects in Hutchins including, Lineage Cold Storage, GFS and Pinto Road.

F. Executive Session:

NONE.

G. RECONVENE INTO REGULAR SESSION and take any action necessary as a result of Executive Session:

NONE.

H. Adjournment.

No further business was conducted; Mr. Nichols made a motion to adjourn the meeting. Mr. Johnson seconded the motion. The Board, by unanimous vote, adjourned the meeting at 6:47 p.m.

Approved:

Steve Nichols, Vice President
Presiding Officer of December 11, 2025 Meeting



AGENDA STAFF REPORT

MEETING DATE: January 15, 2026
SUBMITTED BY: Guy Brown, Ex. Dir HEDC
AGENDA CAPTION: Election of HEDC Officers
 a. President
 b. Vice President

Background Information

The following is a description of the officers taken from the Bylaws:

(Executive Officers) The Executive Officers of the corporation shall be a President and a Vice-President, all of whom shall be elected by and subject to the control of the Board of Directors. The Board of Directors shall elect a President and Vice-President.

(Powers and Duties of the President) **The President** shall preside at all meetings of the directors. He/she shall have power to sign and execute all contracts and instruments of conveyance in the name of the corporation, to sign checks, drafts, notes and orders for the payment of money, and to appoint and discharge agents and employees, subject to the approval of the Board of Directors. He/she shall have general active management of the business of the corporation and shall perform all the duties usually incident to the office of President.

(Vice-President) **The Vice-President** shall have such powers and perform such duties as may be delegated to him/her by the Board of Directors. In the absence or disability of the President, the Vice-President may perform the duties and exercise the powers of the President.

Budget Implications

There are no budget implications related to this item.

Operational Impact

The President will chair the HEDC Meetings and have the authority to sign contracts.

Legal Review

The City Attorney has not reviewed this item.

Staff Recommendation

Staff recommends that the HEDC appoint a President and Vice President.

Supporting Documentation and Attachments

None

STAFF REPORT

MEETING DATE: January 15, 2026

MEETING TYPE: Hutchins EDC Board Meeting

SUBMITTED BY: Guy Brown

AGENDA CAPTION: Consideration and Action regarding Amended and Restated Local Business Grant Agreement for property located at 101 South Interstate 45, Suite 12 in Hutchins.

Presented by: Guy Brown HEDC Executive Director

Background Information

Earlier this year, the HEDC received a request for assistance with a retail project at 101 South Interstate 45, Suite 12. The owner (Milano’s Pizza) is in the process of locating a restaurant at the location. The HEDC Board of Directors recommend an infrastructure grant to assist with the cost for signage, vent hood and physical improvements at the location that was subsequently approved by the Council.

The original agreement required the applicant to receive a Certificate of Occupancy at the location by December 31, 2025. The Applicant is now requesting an extension to June 30, 2026.

Budget Implications

The cost of the assistance is derived from the HEDC budget. A grant up to \$15,000 was approved and recommended by the HEDC Board of Directors at the February 13, 2025, meeting. Extending the agreement provides the applicant with more time to satisfy the conditions of the grant.

Operational Impact

Operational impact is minimal, the HEDC will release the grant to the business once the terms of the agreement are met.

Legal Review

The City Attorney will draft a Restated and Amended Economic Development Agreement related to the project.

Staff Recommendation

The Executive Director is recommending that the Board extend the agreement until June 30, 2026

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.

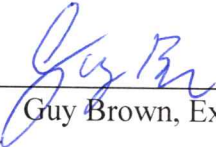
6.14 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by Company without the prior written consent of the HEDC.

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 18 day of August, 2025.

HUTCHINS ECONOMIC DEVELOPMENT CORPORATION

By: 
Guy Brown, Executive Director

EXECUTED on this 18 day of August, 2025.

MILANOS PIZZA, LLC

By: 
Eyad Elayan, Owner



STAFF REPORT

MEETING DATE: January 15, 2026

MEETING TYPE: Hutchins EDC

SUBMITTED BY: Guy Brown

AGENDA CAPTION: Consideration and Action regarding Amended and Restated 4B Economic Development Agreement for property located at 301 Wintergreen Road in Hutchins.

Background Information

The applicant is requesting a year extension that would be given until December 31, 2026, to initiate construction of the project.

This Project is a new development proposed at the northwest corner of I-45 and Wintergreen Road. This project includes the construction of two hotels and a retail shopping center, representing a total capital investment of approximately \$35,781,283.

Project Visitation involves the development of two hotels and a retail component. The first hotel, Holiday Inn Express & Suites, will be located at 311 Wintergreen Road. It will include a five-story building with 106 guest rooms and represent a total investment of \$14,569,084, including land costs. The second hotel, Towne Place by Marriott, will be located at 321 Wintergreen Road. This hotel will have a four-story design with 99 guest rooms, with an estimated investment of \$16,217,199.

Combined, the two hotels and retail will encompass 145,231 square feet. The retail component of the project includes 17,000 square feet of space, with an estimated investment of \$5,000,000.

The Texas Department of Transportation is requiring the applicant to construct a series of deceleration lanes to accommodate the project. According to the applicant the deceleration lanes are now projected to cost approximately \$800,000. The applicant requested the HEDC contribute \$400,000 to help offset these costs. A grant of \$400,000 was recommended by the HEDC Board of Directors at the February 13, 2025 meeting and approved by the Council on March 3, 2025.

Budget Implications

If approved, the cost of the assistance would be derived from the HEDC budget.

Operational Impact

Operational impact is minimal, the HEDC will release the grant to the business once the terms of the agreement are met.

Legal Review

The City Attorney will draft an Amended and Restated Economic Development Agreement related to the project.

Staff Recommendation

The HEDC Board of Directors is recommending that the approve the extension of the agreement.

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 cost incurred and paid by Company for design and construction of the Infrastructure.

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

“Civic Center Development and Chapter 380 Agreement” shall mean that certain agreement by and between Company and City dated approximate date herewith.

“Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Infrastructure and the Improvements; (ii) all necessary permits for the construction of the Infrastructure and the improvements, pursuant to the respective plans therefore having been issued by all applicable governmental authorities; (iii) and grading of the Land and vertical construction have commenced.

“Company shall mean Pinecove Investment Hutchins LLC, a Texas limited liability company

“Company Affiliate” shall mean an entity that is directly or indirectly controlled by or is under common control with Company.

“Completion of Construction” shall mean: (i) substantial completion of the Infrastructure and the Improvements, in accordance with the respective plans and specifications; and (ii) with respect to the Infrastructure, the City has conducted the final inspection and/or accepted the Infrastructure, and with respect to the Improvements, the City has issued a certificate of occupancy for all of the Improvements.

“Deceleration Lane” shall mean the deceleration lane requested by Texas Department of Transportation (“TXDOT”) pursuant to the Traffic Engineering Study I-45 SBFR as commented by TXDOT in a report dated November 19, 2024, to serve the Improvements in accordance with plans approved by the City.

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

“Eligible Costs” shall mean the costs incurred and paid by Company or on behalf of Company for the design and construction of the Infrastructure not including costs for legal fees, permit fees, the costs of interest, finance, the cost of financing, management fees, land or right-of-way, or easements or other soft costs.

“Expiration Date” shall mean the tenth (10th) anniversary date of the date of Completion of Construction of the Infrastructure and the Improvements.

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

“Employment Positions” shall mean FTE Positions eligible for employee benefits that have been created, maintained, and filled at the Improvements.

“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 Improvements 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.

“FTE Position” means a position filled by an individual scheduled to work at least 2080 hours per Employment Period.

“HEDC” shall mean the Hutchins Economic Development Corporation, a Type B Sales Tax Corporation.

“Holiday Inn Hotel shall mean a 5-story hotel containing 106 rooms operated pursuant to a franchise as a Holiday Inn Express & Express at 311 Wintergreen Road Hutchins, Texas, or other franchise approved by the City.

“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 Improvements or any property or any business owned by Company within the City.

“Improvements” shall collectively mean a 5-story hotel containing 106 rooms operated pursuant to a franchise as a Holiday Inn Express & Express at 311 Wintergreen Road Hutchins, Texas (the “Holiday Inn Hotel”) and a 4-story hotel containing 99 rooms operated pursuant to a franchise as a Towne Place Suites by Marriot at 321 Wintergreen Road, Hutchins, Texas (the “Towne Place Hotel”) and a retail shopping with at least 130,000 square feet of combined retail and hotel space, and other ancillary facilities such as required parking and landscaping more fully described in the submittals filed by Company with the City, from time to time, to obtain a building permit(s).

“Infrastructure” shall have the meaning assigned by Section 501.103 Texas Local Government Code, as amended, and consist of the Deceleration Lane.

“Infrastructure Grant” shall mean an economic development grant to offset the Eligible Costs of the Infrastructure incurred and paid by Company, or on behalf of Company, in an amount not to exceed Four Hundred Thousand and No/100 Dollars (\$400,000.00), to be paid as set forth herein.

“Land” shall mean the real property described in **Exhibit “A”**.

“Payment Request” shall mean a written request from Company to HEDC for payment of the Infrastructure Grant accompanied by: (i) copies of invoices, bills, receipts, invoices, and such other information, as may be reasonably requested by HEDC, to document the Eligible Costs incurred and paid by Company or on behalf of Company for the design and construction of the Infrastructure; and (ii) copies of invoices, bills, receipts, and such other information, as may reasonably be requested by HEDC, to document the required Capital Investment.

“Related Agreements” shall mean the Civic Center Development and Chapter 380 Agreement, and any agreement (other than this Agreement) by and between HEDC, City and Company and/or a Company Affiliate.

“Towne Place Suites”) shall mean a 4-story hotel containing 99 rooms operated pursuant to a franchise as a Towne Place Suites by Marriot at 321 Wintergreen Road, Hutchins, Texas, or other franchise approved by the City.

**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 terms and conditions of this Agreement by Company, and the obligation of Company to repay the Infrastructure Grant pursuant to Article V hereof, HEDC agrees to provide the Infrastructure Grant to Company within thirty (30) days after receipt of the Payment Request following the date Completion of Construction of the Infrastructure and the Improvements. The Payment Request may be submitted no earlier than date of Completion of Construction of the Infrastructure and the Improvements, and no later than ninety (90) days thereafter. The failure to timely submit the Payment Request for the Infrastructure Grant shall result in the 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 pay 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; that failure to satisfy 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 Construction Schedule. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Infrastructure and the Improvements to occur on or before December 31, 2025, and subject to events of Force Majeure, cause Completion of Construction thereof to occur on or before December 31, 2029.

4.4 Schedule of Jobs. Company anticipates that following the Commencement Date approximately twenty-five (25) Employment Positions shall have been created at the Improvements.

4.5 Capital Investment. The Capital Investment shall equal or exceed 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, the City, 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 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 and/or City 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 judgement.

Article VII

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 Street Dallas, Texas 75201</p>
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If intended for Company:

With a copy to:

Attn: Mainul Khan, Manager
Pinecove Investment Hutchins
LLC
8509 Orchard Hill Drive
Plano, Texas 75025

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 determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

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, and any other funds received by Company from HEDC as of the date of such violation within one hundred twenty (120) 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.

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

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

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

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

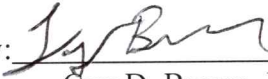
(d) This section does not apply if Company is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Company has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.17 Conditions Precedent. This Agreement is subject to and the obligations of the Parties are expressly conditioned up the following: (i) Company closing its purchase of the Land on or before May 1, 2025; and (ii) the Civic Center Development and Chapter 380 Agreement is fully executed.

(Signature page to follow)

EXECUTED on this 10 day of April, 2025.

HUTCHINS ECONOMIC DEVELOPMENT CORPORATION

By: 
Guy D. Brown, Executive Director

EXECUTED on this 10th day of April, 2025.

PINECOVE INVESTMENT HUTCHINS LLC

By: 
Syed Nasir Ali Rizvi, Manager

Exhibit A
Legal description of the Land to be attached

Exhibit A Legal Description

WHEREAS, Wintergreen Road 22 Acre, L.P., is the owner of a tract of land located in the City of Hutchins, Dallas County, Texas, being all of the remainder of that called 22.7177 acres tract of land described by deed to Wintergreen 22 Acre L.P., as recorded in Volume 2005184, Page 1719, Deed Records, Dallas County, and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with cap stamped "RPLS 5199" found at the southwest corner of Lot 1, Block A, QT 973 Addition, an addition to the City of Hutchings as recorded by Instrument No. 201000105556, Official Public Records, Dallas County, said point being in the northerly right-of-way line of Wintergreen Road (variable width R.O.W.) and the easterly line of that certain called 1.137 acres tract of land described by deed to Union Pacific Railroad Company as recorded in Volume 2004087, Page 14023, Deed Records, Dallas County, Texas;

THENCE, along the westerly line of said Lot 1 and the easterly line of said 1.137 acre tract, North 19 degrees 18 minutes 50 seconds East, a distance of 459.00 feet to a 5/8" iron rod with cap stamped "RPLS 5199" found for the northwest corner of said Lot 1 for the **POINT OF BEGINNING**;

THENCE continuing along the easterly line of said 1.137 acre tract as follows:

North 18 degrees 36 minutes 42 seconds West, a distance of 140.46 feet to a 5/8" iron rod with cap stamped "SCI" set for the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right through a central angle of 45 degrees 54 minutes 02 seconds, a radius of 600.00 feet, an arc length of 480.67 feet, a chord bearing of North 33 degrees 57 minutes 02 seconds East and a chord distance of 467.92 feet to a 5/8" iron rod with cap stamped "SCI" set;

North 29 degrees 02 minutes 02 seconds West, a distance of 7.09 feet to a 5/8" iron rod with cap stamped "SCI" set in the northerly line of said 22.7177 acre tract and the southerly line of that certain called 0.7219 acre tract (called Tract 1) of land described by deed to Hutchins Warehouse Limited Partnership as recorded by Instrument No. 20080061179, Official Public Records, Dallas County, Texas;

THENCE, along the northerly line of said 22.7177 acre tract and the southerly line of said Tract 1, and along the southerly line of that certain called 0.3570 acre tract (called Tract 2), as described in aforementioned deed, to Hutchins Warehouse Limited Partnership, North 60 degrees 15 minutes 15 seconds East, a distance of 1,036.02 feet to a 1/2" iron rod found for the northeast corner of said 22.7177 acre tract, same being in the westerly right-of-way line of Interstate Highway 45 (variable width R.O.W.);

THENCE along the easterly line of said 22.7177 acre tract and said westerly right-of-way line as follows:

South 23 degrees 10 minutes 07 seconds East, a distance of 147.24 feet to a 1/2" iron rod found with cap stamped "Shields & Lee";

Exhibit A Legal Description

South 16 degrees 02 minutes 27 seconds East, a distance of 61.68 feet to a 5/8" iron rod found stamped "TERRACORP" found for the northeast corner of that certain called 0.757 acre tract of land described by deed to Firebrand Properties, LP as recorded by Instrument No. 201600048496, Official Public Records, Dallas County, Texas;

THENCE, departing the westerly right-of-way line of Interstate Highway 45, along the northerly line of said 0.757 acre Firebrand tract, South 59 degrees 54 minutes 45 seconds West, a distance of 290.20 feet to a 5/8" iron rod with cap stamped "SCI" set;

THENCE, along the westerly line of said 0.757 acre Firebrand tract, South 30 degrees 00 minutes 43 seconds East, passing at a distance of 119.48 feet the southwest corner of said Firebrand tract and the northwest corner of that certain called 0.757 acre tract of land described by deed to POP Holdings, LP as recorded by Instrument No. 201600048436, Official Public Records, Dallas County, Texas, and continuing for a total distance of 295.24 feet to a 1/2" iron rod with cap stamped "TERRACORP" found for the southwest corner of said 0.757 POP Holdings tract, same being in the westerly right-of-way line of said Interstate Highway 45;

THENCE, along said westerly right-of-way line, South 35 degrees 25 minutes 21 seconds West, a distance of 43.83 feet to a 5/8" iron rod with cap stamped "RPLS 5199" found for the intersection of said westerly right-of-way line and the northerly line of the aforementioned Lot 1, Block A, QT 973 Addition;

THENCE departing said westerly right-of-way and along the northerly line of said addition as follows:

North 29 degrees 45 minutes 19 seconds West, a distance of 44.68 feet to a 5/8" iron rod with cap stamped "SCI" set;

South 60 degrees 01 minutes 53 seconds West, a distance of 597.98 feet to a 5/8" iron rod with cap stamped "RPLS 5199" found;

North 30 degrees 00 minutes 42 seconds West, a distance of 128.87 feet to a 5/8" iron rod with cap stamped "RPLS 5199" found;

South 60 degrees 02 minutes 45 seconds West, a distance of 524.04 feet to the **POINT OF BEGINNING**, containing 514,788 square feet or 11.8179 acres of land, more or less.