



**CITY OF HUTCHINS  
CITY COUNCIL MEETING  
AGENDA**

**Monday, July 21, 2025 at 6:30 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, July 21, 2025, at 6:30 p.m. 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. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. 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.*

**D. PRESENTATIONS**

1. Commendation for Dispatcher Chris Wilkinson
2. Capital Projects Update presented by Mamun Yusuf, PE, Director of Public Works,

**E. PUBLIC HEARINGS**

3. A. Conduct a Public Hearing regarding a request for a 4B project at 101 South Interstate 45, Suite 1.

B. Open Public Hearing and Receive Comment.

C. Discuss and consider Resolution R2025-07-1274 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 1, 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

4. A. Conduct a Public Hearing regarding a request for a 400 Lancaster Hutchins Road.

B. Open Public Hearing and Receive Comment.

C. Discuss and consider Resolution R2025-07-1275 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 400 LANCASTER HUTCHINS ROAD, 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

**F. 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.*

5. Discuss and consider Resolution R2025-07-1276 OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE FIRE PROTECTION AGREEMENT BY AND BETWEEN DALLAS COUNTY AND THE CITY OF HUTCHINS FOR THE CITY TO PROVIDE FIRE PROTECTION SERVICES TO THE UNINCORPORATED AREAS OF DALLAS COUNTY, ADJACENT AND/OR NEAR TO THE CITY'S CORPORATE LIMITS. Presented by: S. Hickson, Fire Chief

6. Discuss and consider Resolution R2025-07-1277 OF THE CITY OF HUTCHINS, TEXAS APPROVING THE TERMS AND CONDITIONS OF THE AMBULANCE SERVICES AGREEMENT BY AND BETWEEN DALLAS COUNTY AND THE CITY OF HUTCHINS FOR THE CITY TO PROVIDE AMBULANCE SERVICES TO THE UNINCORPORATED AREAS OF DALLAS COUNTY AT AND/OR NEAR THE CORPORATE LIMITS OF THE CITY. Presented by: S. Hickson, Fire Chief

7. Discuss and consider Resolution R2025-07-1278 OF THE CITY OF HUTCHINS, TEXAS APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF HUTCHINS AND BAXTER I.T. CONSULTING SERVICES FOR TECHNICAL SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED \$165,000.00 PER YEAR FOR THE TERM OF THE AGREEMENT. Presented by: Maria Joyner, Director of Finance

8. Discuss and consider reappointments to the Atwell Public Library Board. Presented by: Cynthia Olguin, City Secretary

9. Discuss and consider reappointments to the Zoning Board of Adjustment and Building and Standards Commission. Presented by: Cynthia Olguin, City Secretary

10. Discuss and consider reappointments to the Economic Development Corporation. Presented by: Cynthia Olguin, City Secretary

11. Discuss and consider reappointments to the Parks and Recreation Board. Presented by: Cynthia Olguin, City Secretary

12. Discuss and consider reappointments to the Planning and Zoning Commission. Presented by: Cynthia Olguin, City Secretary

## **G. EXECUTIVE SESSION**

13. The Hutchins City Council will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in §551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision to a business prospect: 1) 1220 Dowdy Ferry Road. Presented by: Guy Brown HEDC Executive Director
14. The City Council will convene into closed Executive Session pursuant to Texas Government Code Section 551.071(2) Consultation with City Attorney, to receive legal advice regarding 614 Hickman Street.

## **H. RECONVENE INTO REGULAR SESSION**

15. a. Deliberation and action regarding Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in §551.087. Deliberation and action regarding economic development negotiations. 1220 Dowdy Ferry Road
16. Action as a result of Executive Session, if any, regarding Section 551.071(2) Consultation with City Attorney, to receive legal advice regarding 614 Hickman Street.

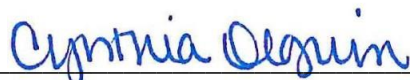
## **I. ITEMS OF COMMUNITY INTEREST**

17. Atwell Public Library Board Meeting, Tuesday, July 22, 2025, 6:30 p.m., Hutchins City Hall, 321 N. Main St., Hutchins.  
  
Planning and Zoning Commission Meeting, Monday, July 28, 2025, 6:00 pm, Hutchins City Hall, 321 N. Main St., Hutchins.  
  
Back to School BBQ, Saturday, August 2, 2025, 12:00 p.m. - 2:30 p.m., Campbell Park, 200 S. Denton St.  
  
City Council Meeting, Monday, August 4, 2025, 6:30 pm, Hutchins City Hall, 321 N. Main St., Hutchins.  
  
Keep Hutchins Beautiful Board Meeting, Tuesday, August 12, 2025, 6:00 p.m., Hutchins City Hall, 321 N. Main St., Hutchins.  
  
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.

**J. ADJOURN**

**CERTIFICATION**

I certify that a copy of the July 21, 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, July 18, 2025, before 6:30 p.m.



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Cynthia Olguin  
City Secretary

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

**MEETING DATE:** 7/21/2025

**MEETING TYPE:** CITY  
**COUNCIL**

**SUBMITTED BY:** S. HICKSON

**AGENDA CAPTION:** Commendation for Dispatcher Chris Wilkinson

**Background Information:** On 6/8/2025 dispatch received a call from Wilmer PD of a 15 month old not breathing. With confusion from where the location of the call, and the telecommunicator unable to get clear information from the caller. Chris stayed calm throughout the call in order to get our medics enroute in a timely manner, which led to saving the life of the child.

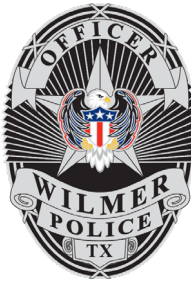
**Budget Implications** N/A

**Operational Impact** N/A

**Legal Review** N/A

**Staff Recommendation** Staff would like to recognize Telecommunications Officer Chris Wilkinson for his actions on the date of the incident.

**Supporting Documentation and Attachments** Attached



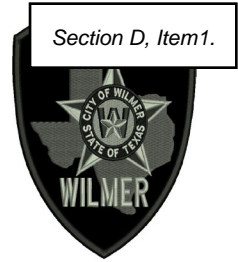
# Wilmer Police Department

“Serve with Honor - Protect with Vigilance”

Chief Victor Kemp

Captain E. Pon

Lieutenant J. Rhodes    Lieutenant R. Ortega



06/09/2025

To: Hutchins PD Command Staff

From: Meghan Burns  
Wilmer Police Department

Ref: Commendation for Chris Wilkinson

Greetings,

On 06/08/2025 at approximately 1740 hours, our dispatch received a 9-1-1 call from a frantic mother who called to report that her 15-month-old baby was not breathing and unresponsive. While there was some initial confusion about where exactly the caller was located, Chris was working diligently to input the call and get Hutchins medics to respond behind the scenes, keeping his composure and remaining calm even though our Telecommunicator couldn't get clear information from the caller. Chris did not get frustrated and kept his tone professional and stoic, which we believe led to his quick response time and ultimately led to saving the life of the child. On behalf of Patsy, our Telecommunicator on duty, myself, and the Wilmer Police Department, we would like to commend and thank Chris for his diligence and professionalism, his quick and immediate response, and for serving our citizens and staff with honor.

Please send him our thanks and gratitude for a job well done.

Sincerely,

Meghan Burns

06/09/2025

Date

*Learning from the Past... Protecting the Present... Planning the Future...*

# Capital Projects Update

Mamun Yusuf, PE, Director of Public Works



# TWDB SRF Applications

TWDB will publish draft IUP (Intended Use Plan) in September. The draft IUP gives us the ranking of all the applications. That's when we will know.

DWSRF (Water projects) \$14.5M (12.8+1.7)

CWSRF (Wastewater projects) \$14.5M (12.7+1.8)

# SS4A Application

USDOT Safe Streets and Roads for ALL 2025 Planning and Demonstration Grants (June 26<sup>th</sup>, 2025)

2025 Sidewalk Improvement project (\$300k)

20% Match (\$60k)



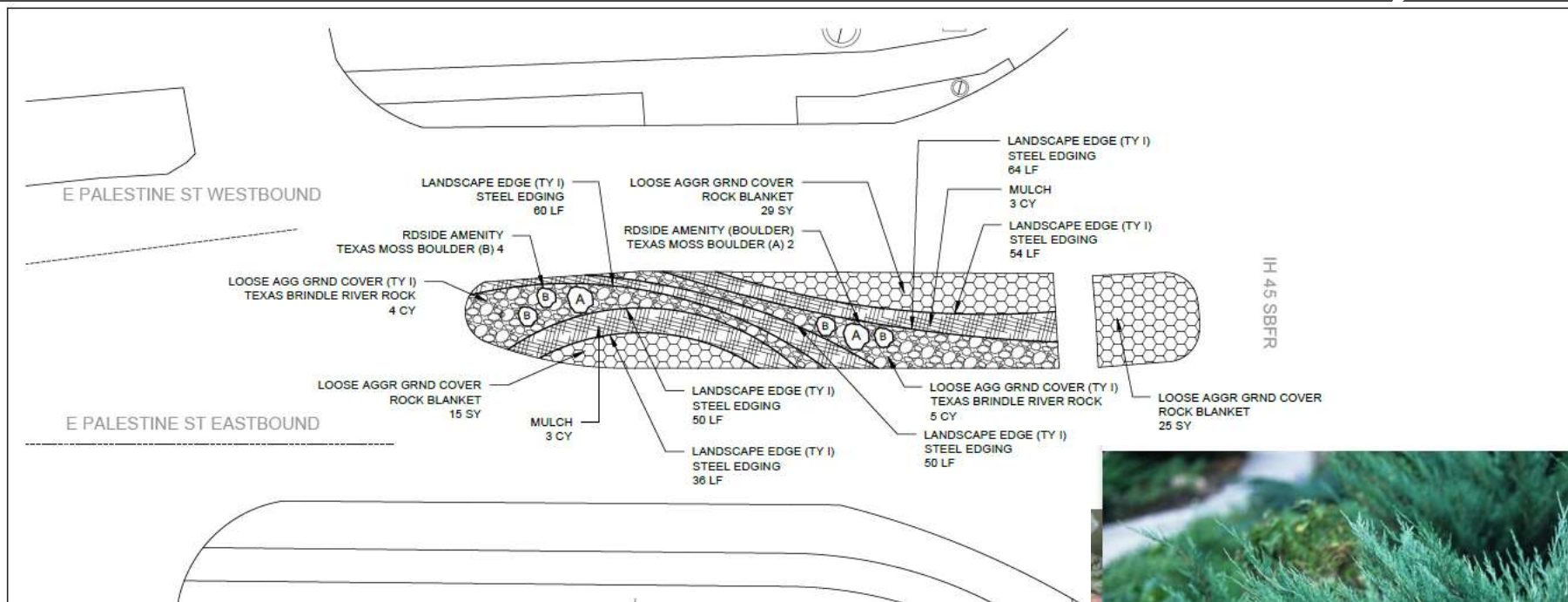
# Dallas County CDBG

City of Hutchins submitted its application for the following priority projects (\$329k):

Code Enforcement Officer – Continued Funding (2 years) \$120k

Wastewater Collection System Manhole Rehab - \$209k

# TxDOT Green Ribbon Project



**LANDSCAPE LAYOUT LEGEND**

BID ITEM	KEY	QTY	NAME	NOTES/DESCRIPTION
192-7001		6 CY	MULCH	SEE DETAIL FOR MULCH INSTALLATION, 6" DEPTH MIN
192-7017		314 LF	LANDSCAPE EDGE (TY I)	BROWN POWDER COATED, 8" HEIGHT, 1/8" THICKNESS
192-7022		69 SY	LOOSE AGGR GRND COVER	ROCK GRAVEL BLANKET, SEE DETAIL
192-7024		10 CY	LOOSE AGGR GRND COVER (TY I)	TEXAS BRINDLE RIVER ROCK, 2" - 4" @ 6" DEPTH
194-7010		2 EA	RDSIDE AMENITY (BOULDER)	(A) 28" - DARK BROWN, LIGHT SHADES TAN, SEE DETAIL
194-7011		4 EA	RDSIDE AMENITY	(B) 18" - DARK BROWN, LIGHT SHADES TAN, SEE DETAIL

**NOTE:**

CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND UTILITY BOXES ON SITE

IF LANDSCAPE MATERIAL LAYOUT IS IN CONFLICT WITH EXISTING UTILITIES OR SIGNS THEN THE CONTRACTOR IS RESPONSIBLE FOR MOVING LANDSCAPE MATERIAL LAYOUT TO GO AROUND UTILITIES AND OR SIGNS

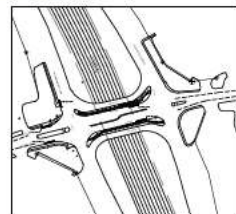
EXISTING CONCRETE CURB TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED ON PLANS

MAINTAIN PAVED SURFACES FREE OF SEDIMENTATION AND LOOSE PROJECT MATERIALS. PROTECT AREA STORMWATER DRAINAGE FEATURES (INLETS, ETC.) AND RECEIVING WATERS AS NEEDED AND AS DIRECTED BY THE ENGINEER

**LEGEND**

- ELECTRICAL UTILITY BOX
- SIGNS
- LIGHT POLES
- LIGHTING OVERHEAD

**KEY MAP**



Juniperus horizontalis 'Hughes' | Juniper | Green Barn

[Visit >](#)

*Die*  
04/09/2025

SCALE: 1"=16'			1 OF 3
DESIGN AV	FIELD DRAWING S	PROJECT NO. (SEE TITLE SHEET)	HIGHWAY NO. IH 45
DRAWINGS AV	STATE	DISTRICT	COUNTY
CHECK	TEXAS	DALLAS	DALLAS
CHECK	CONTROL	SECTION	JOB
	0092	02	149
			26

# Gateway Signs Project

Section D, Item 2.



# Water Masterplan

**Based on our assumptions, including jail population, buildout population is estimated to be 12,149 people.**



**Current Population Total: 6,429**

Future Land Use	Undeveloped Acreage	Future Connections	Estimated Future Population
Single-Family Residential – Low Density	103	10	25
Single-Family Residential – Medium Density*	620	2,385	5,480
Multi-Family Residential**	0	0	0
Jail	0	0	215

**Future Additional Population Total: 5,720**

\* The planned Southaven development is included.

\*\* The parcel south of Hutchins Gateway will most likely become a medium density residential.

**Buildout Population Total: 12,149**

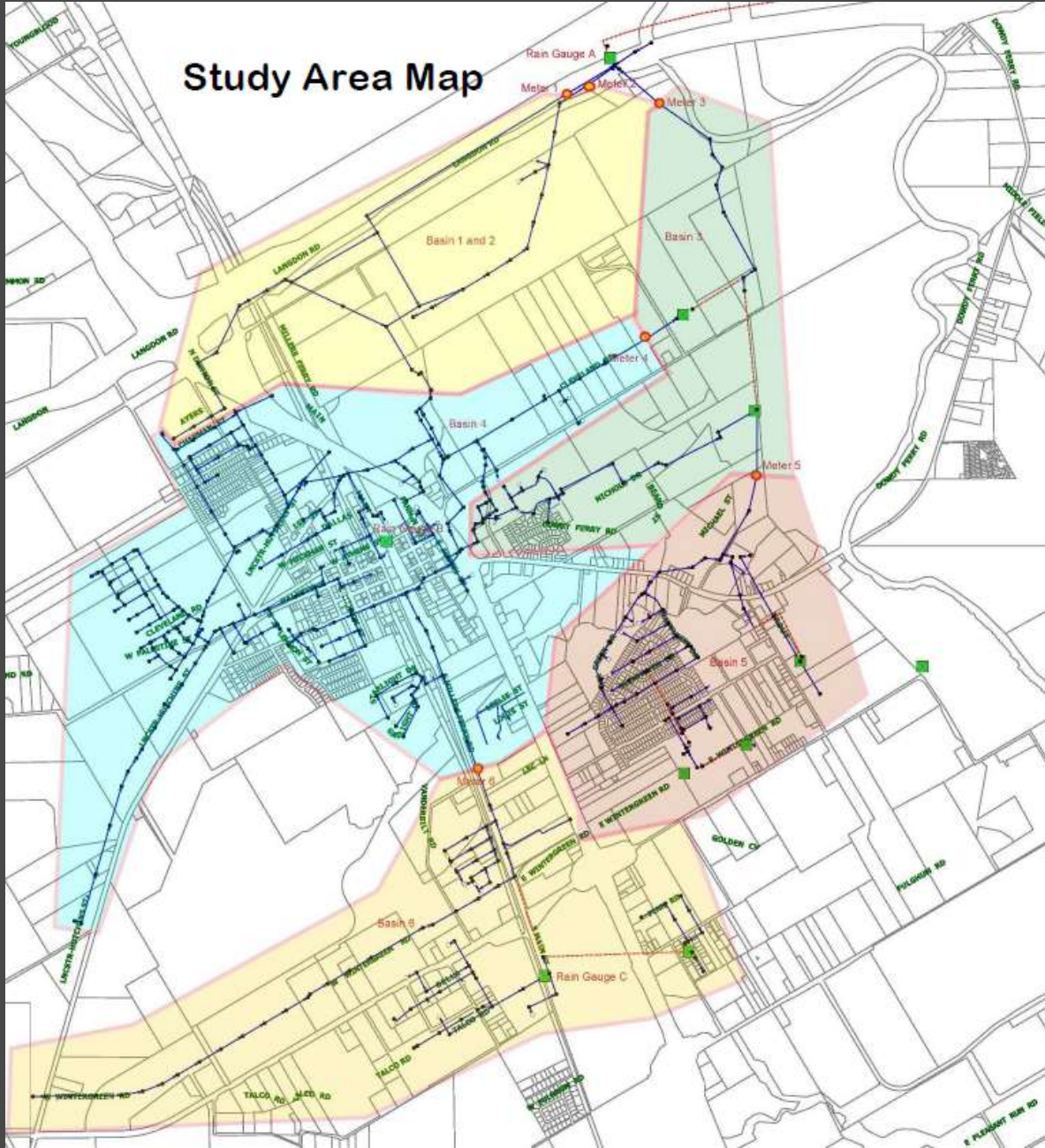
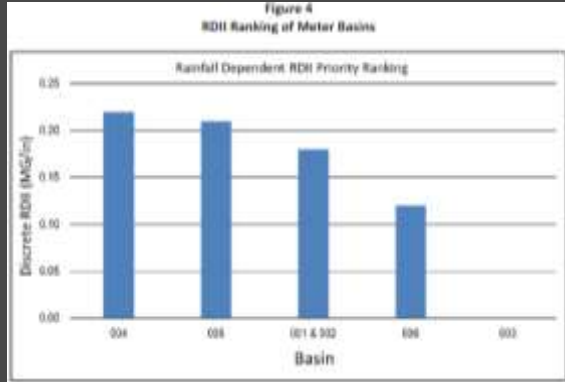
**Buildout average day demand was estimated to be 4.96 MGD with max month demand being 5.85 MGD.**



Land Use	ADD (MGD)	MMD (MGD)
Existing Residential/Jail	0.68	0.81
Existing Industrial/Commercial	0.45	0.61
Future Residential	0.42	0.48
Future Industrial/Commercial	3.41	3.95
<b>Buildout Total</b>	<b>4.96</b>	<b>5.85</b>

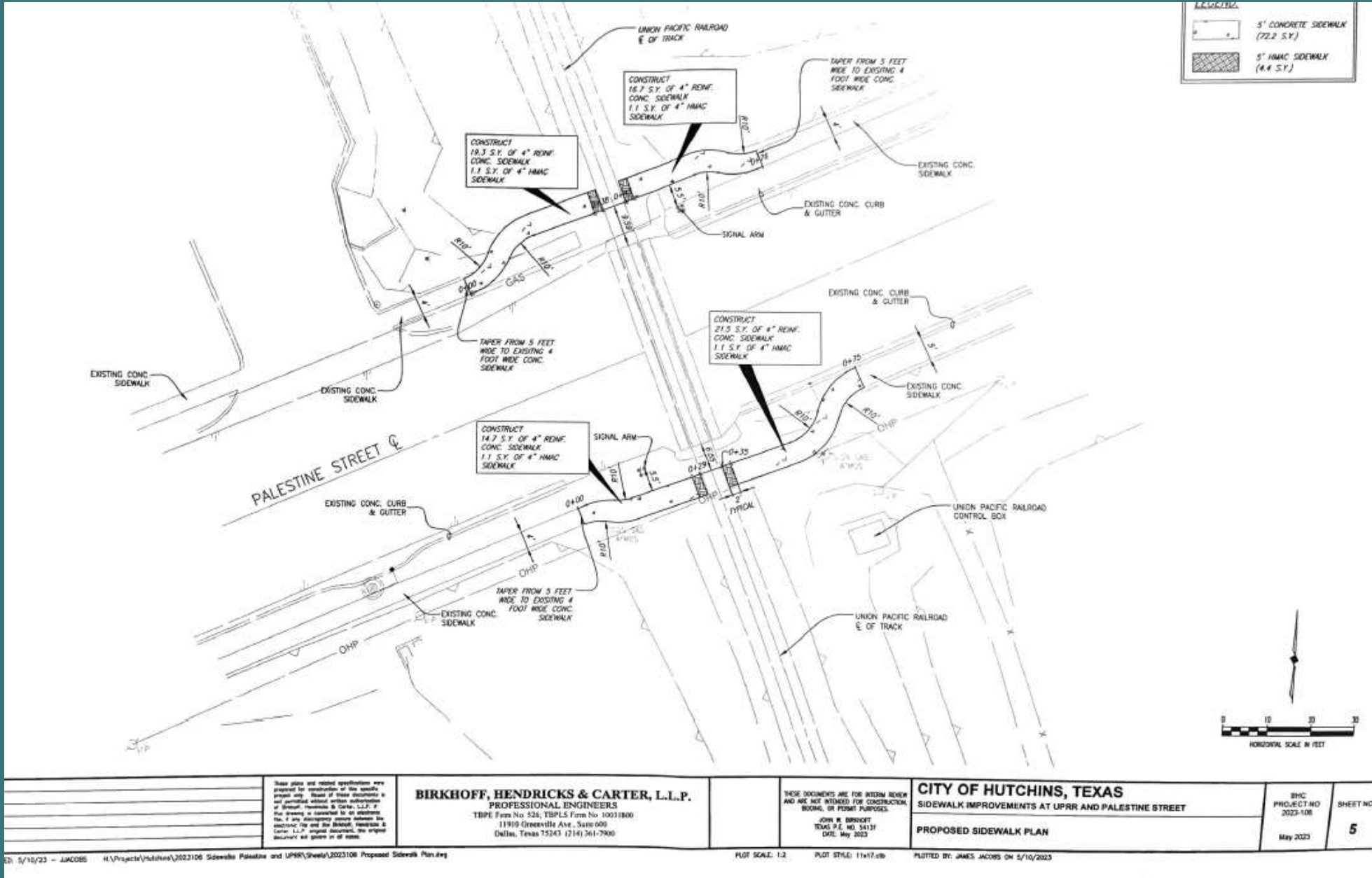
The previous master plan has a BO MDD of 7.98 MGD

# Wastewater I&I & Flow Monitoring



Meter	Pipe Diameter (in)	Storm Event Date	Basin Rainfall (in)	Cumulative Storm Event Volume (MG)	Equivalent Base Flow (MG)	RDII Volume (MG)	Peak Flow Rate (MGD)	Peaking Factor	Maximum Level (in)	Maximum d/D	Discrete RDII (MG)	Discrete RDII (MG/in)
001	12	April 23-24, 2025	1.95	1.50	1.17	0.33	1.00	2.6	98.31	819.3%	0.34	0.17
		April 30, 2025	2.21	1.93	1.40	0.53	1.02	2.7	104.31	869.2%	0.59	0.27
		May 5-6, 2025	2.19	1.34	0.94	0.39	1.00	2.6	120.84	1007.0%	0.46	0.21
		May 26, 2025	1.32	0.93	0.78	0.15	0.78	2.0	29.85	248.8%	0.16	0.12
		June 3, 2025	0.74	1.01	0.90	0.11	0.96	2.5	8.97	74.7%	0.11	0.15
		June 8-9, 2025	2.87	1.82	1.35	0.47	0.99	2.6	113.23	943.6%	0.51	0.18
Average											0.18	
002	10	April 23-24, 2025	1.95	0.06	0.05	0.01	0.08	5.4	64.50	645.0%	Combined with FM 001	
		April 30, 2025	2.21	0.10	0.03	0.07	0.26	18.6	76.24	762.4%		
		May 5-6, 2025	2.19	0.10	0.03	0.07	0.35	25.0	92.96	929.6%		
		May 26, 2025	1.32	0.03	0.03	0.01	0.05	3.8	3.04	30.4%		
		June 3, 2025	0.74	0.03	0.03	0.00	0.12	8.9	3.92	39.2%		
		June 8-9, 2025	2.87	0.08	0.04	0.04	0.45	32.2	96.51	965.1%		
Average												
003	15	April 23-24, 2025	1.94	2.65	1.82	0.83	1.61	3.5	60.60	404.0%	0.00	0.00
		April 30, 2025	2.29	3.06	1.53	1.53	2.16	4.6	60.82	405.4%	0.00	0.00
		May 5-6, 2025	2.17	3.54	1.80	1.74	1.66	3.6	60.50	403.3%	0.00	0.00
		May 26, 2025	1.38	1.27	0.79	0.49	1.50	3.2	9.26	61.7%	0.01	0.01
		June 3, 2025	0.84	1.19	0.95	0.23	0.72	1.5	7.76	51.7%	0.02	0.02
Average										0.00		
004	18	April 23-24, 2025	1.90	0.83	0.43	0.40	0.65	3.6	4.94	27.5%	0.30	0.16
		April 30, 2025	2.17	1.50	0.37	1.13	1.34	7.5	71.76	398.7%	0.82	0.38
		May 5-6, 2025	2.17	2.27	0.99	1.27	1.64	9.2	73.83	410.2%	0.98	0.45
		May 26, 2025	1.39	0.48	0.30	0.18	0.58	3.3	4.55	25.3%	0.13	0.09
		June 3, 2025	0.68	0.44	0.34	0.10	0.44	2.5	4.28	23.8%	0.01	0.02
Average										0.22		
005	10	April 23-24, 2025	1.84	0.82	0.38	0.44	0.78	5.6	35.18	351.8%	0.44	0.24
		April 30, 2025	2.19	1.16	0.76	0.40	0.96	6.9	99.71	997.1%	0.40	0.18
		May 5-6, 2025	2.12	0.99	0.50	0.49	0.87	6.3	100.42	1004.2%	0.49	0.23
		May 26, 2025	1.53	0.52	0.22	0.30	0.86	6.2	40.05	400.5%	0.30	0.19
		June 3, 2025	0.68	0.40	0.28	0.12	0.62	4.5	25.14	251.4%	0.12	0.18
		June 8-9, 2025	2.92	1.07	0.39	0.68	1.08	7.8	100.22	1002.2%	0.68	0.23
Average										0.21		
006	18	April 23-24, 2025	1.73	0.28	0.18	0.10	0.89	11.4	6.58	36.6%	0.10	0.06
		April 30, 2025	2.17	0.58	0.27	0.31	1.29	16.6	7.86	43.7%	0.31	0.14
		May 5-6, 2025	2.06	0.51	0.22	0.29	0.86	11.0	7.40	41.1%	0.29	0.14
		May 26, 2025	1.74	0.13	0.07	0.05	0.85	10.9	6.11	33.9%	0.05	0.03
		June 3, 2025	0.61	0.20	0.12	0.08	0.99	12.7	6.08	33.8%	0.08	0.14
		June 8-9, 2025	2.96	0.75	0.17	0.58	1.54	19.8	8.54	47.4%	0.58	0.19
Average										0.12		
											<b>Total</b>	<b>0.73</b>

# UPRR Sidewalk Improvement



These plans and related specifications were prepared for the reproduction of the specific project only. Should it become necessary to reproduce these documents in any other project, the user shall obtain the necessary permission from the engineer of record. The user shall be responsible for the accuracy of the reproduction and shall indemnify and hold the engineer of record harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, that may be incurred by the engineer of record as a result of the reproduction of these documents for any other project.

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
 PROFESSIONAL ENGINEERS  
 TBPE Firm No. 524, TBPLS Firm No. 10031800  
 11919 Greenville Ave., Suite 600  
 Dallas, Texas 75243 (214) 361-7900

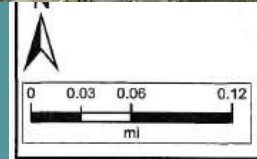
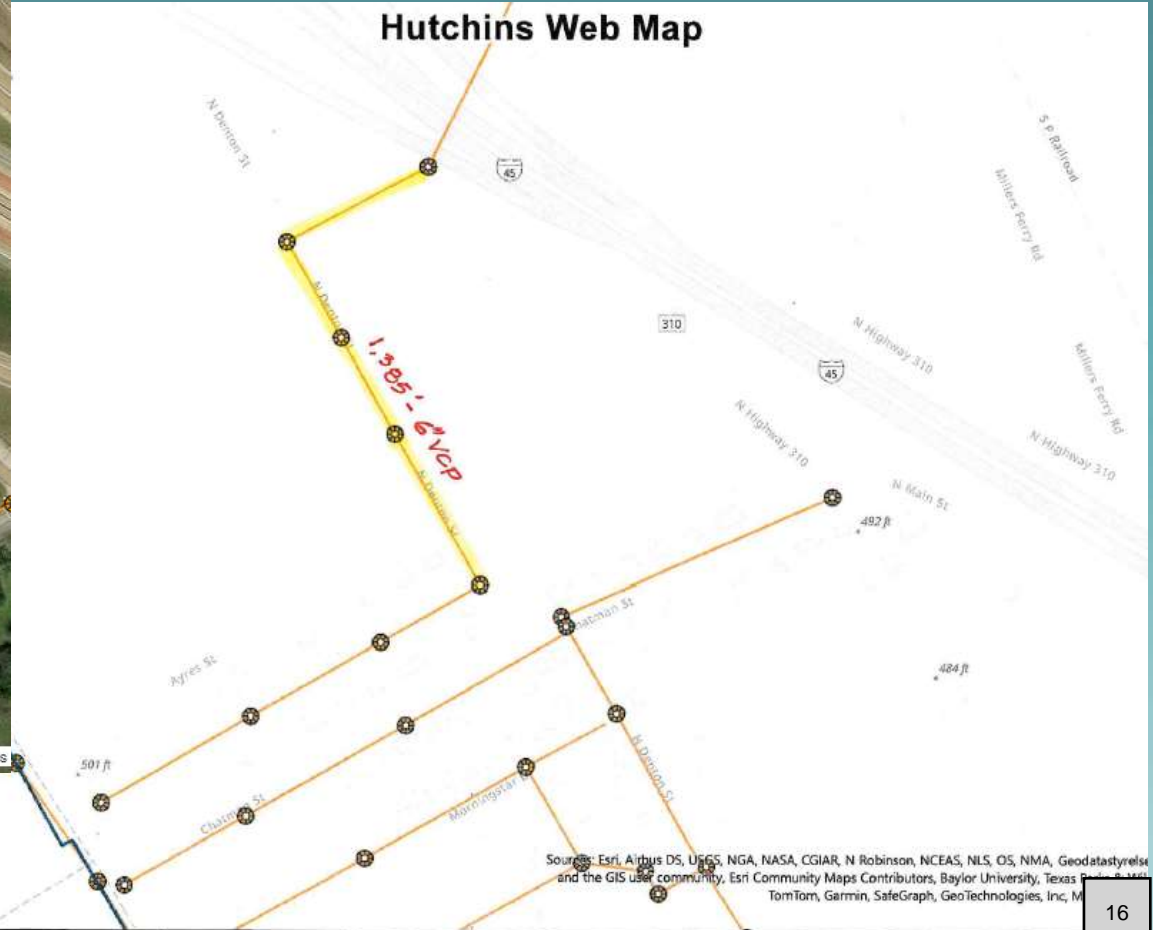
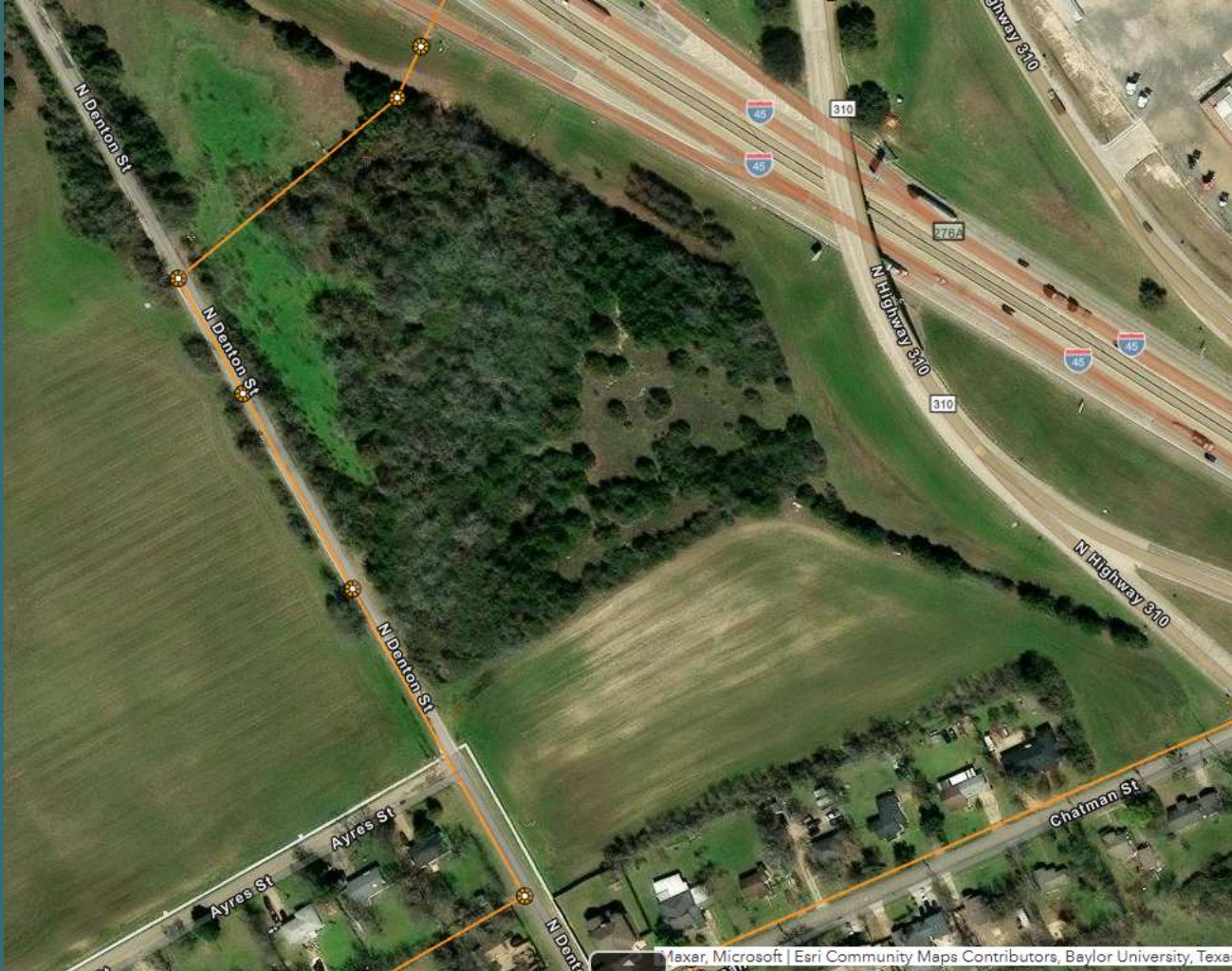
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.  
 JOHN R. BIRKHOFF  
 TEXAS P.E. NO. 54137  
 DATE: May 2023

**CITY OF HUTCHINS, TEXAS**  
 SIDEWALK IMPROVEMENTS AT UPRR AND PALESTINE STREET  
**PROPOSED SIDEWALK PLAN**

BHC PROJECT NO. 2023-108  
 May 2023

SHEET NO. **5**

# N. Denton Sewer Improvement



Sources: Esri, Airbus DS, UFGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatasystems and the GIS user community, Esri Community Maps Contributors, Baylor University, Texas A&M University, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, M...

# Rawlins 21" Sewer Trunk Line



# Dallas Lift Station Backup Generator

Section D, Item2.

**SD150 | 6.7L | 150 kW**  
INDUSTRIAL DIESEL GENERATOR SET  
EPA Certified Stationary Emergency

**GENERAC** INDUSTRIAL POWER

Standby Power Rating  
150 kW, 188 KVA, 60 Hz

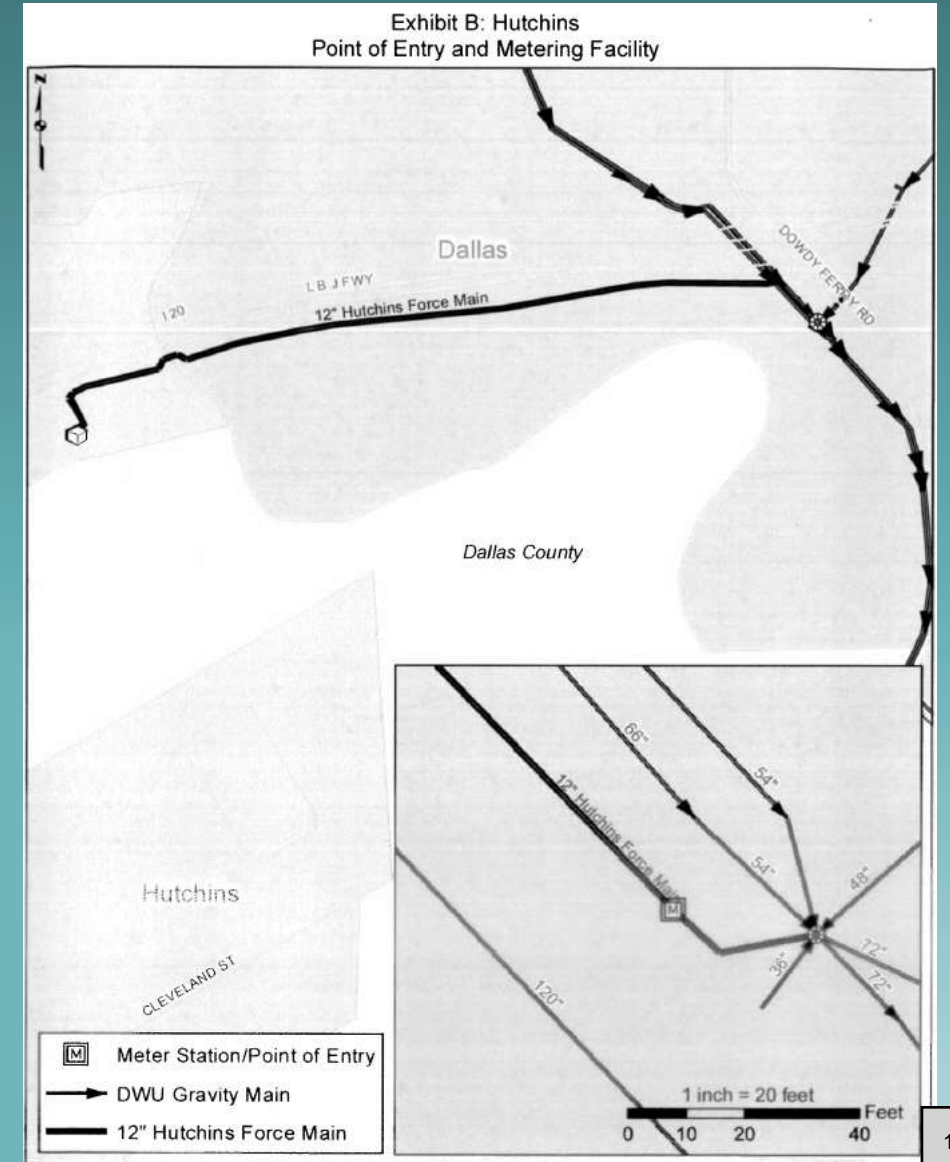
Prime Power Rating\*  
135 kW, 169 KVA, 60 Hz



78.4%

**ISO 9001:2008** **USA ENGINEERED TO EXCEL**

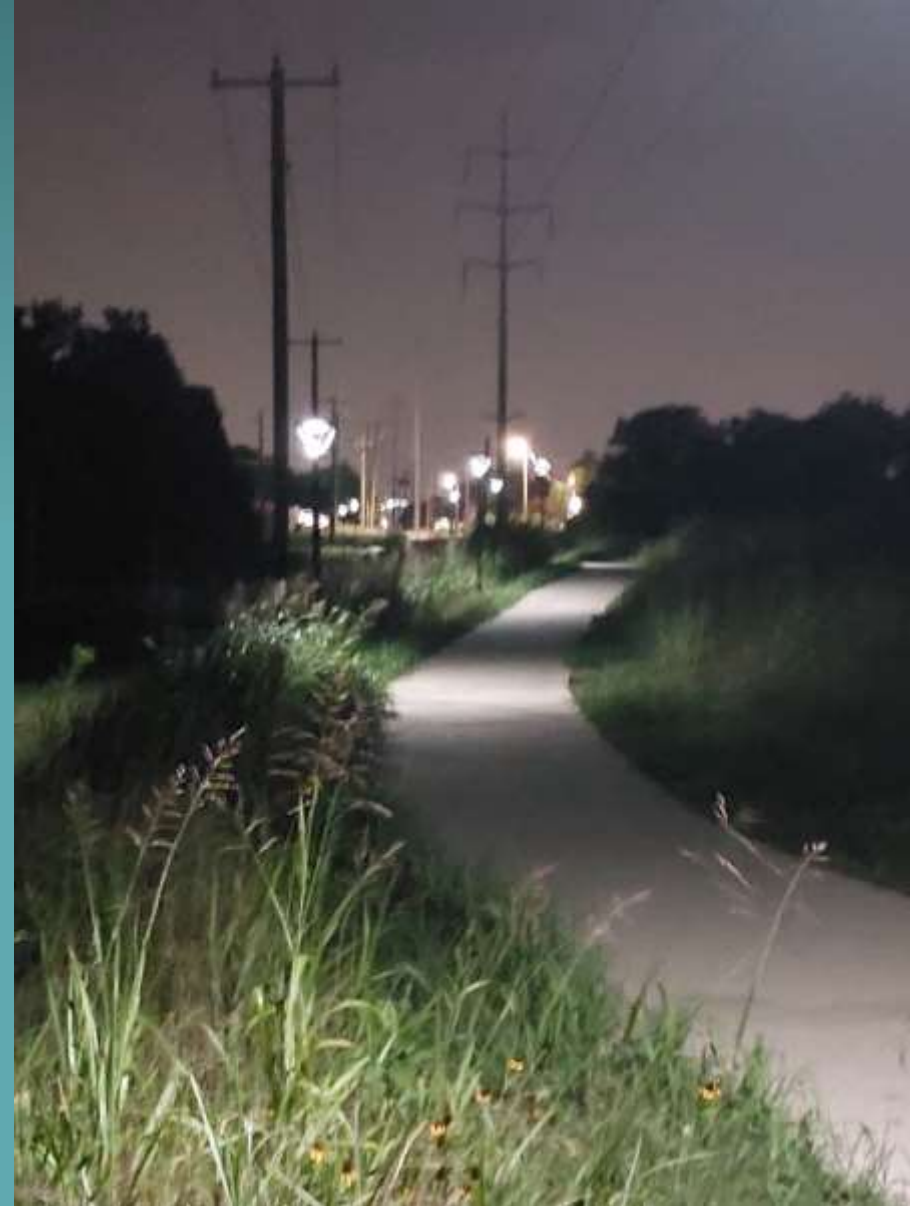
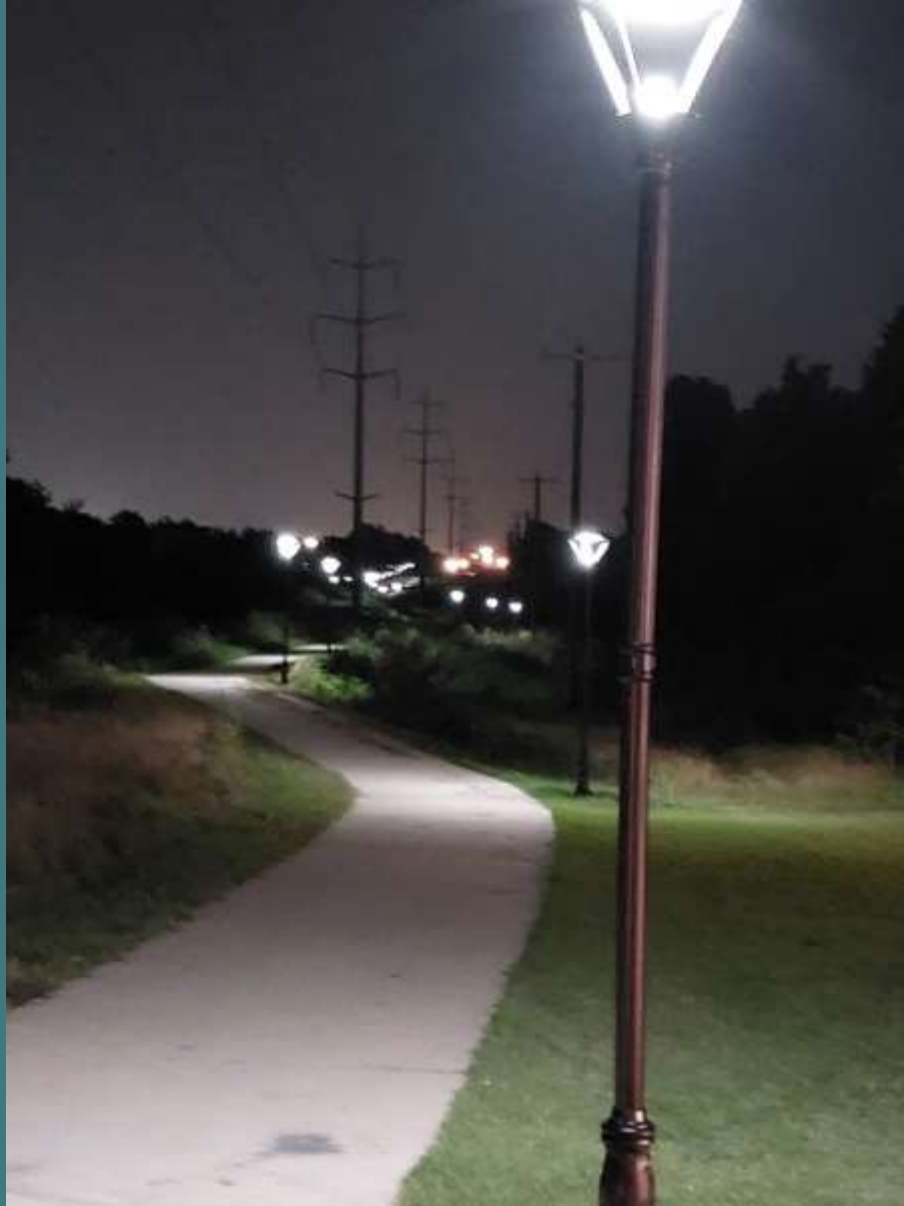
\*EPA Certified Prime ratings are not available in the US or its Territories.



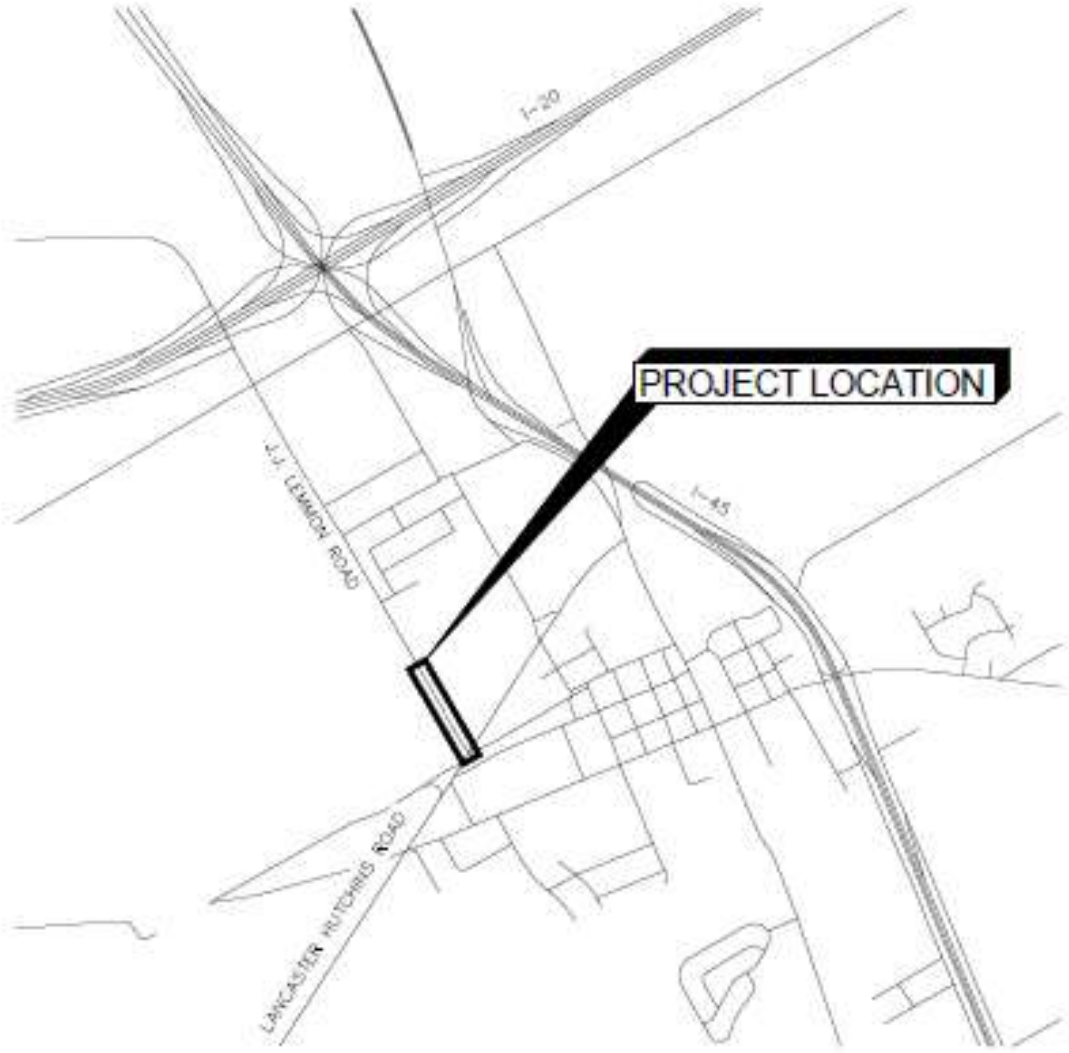
Purchase Order: \$113,659.69

# Quail Run Trail Lights

Section D, Item 2.



# JJ Lemmon Road Widening



# Street Improvement Projects

Section D, Item 2.



1. Assessment of Needs
2. Project Selection & Cost Estimation
3. Community Engagement

# Park Security Camera Project

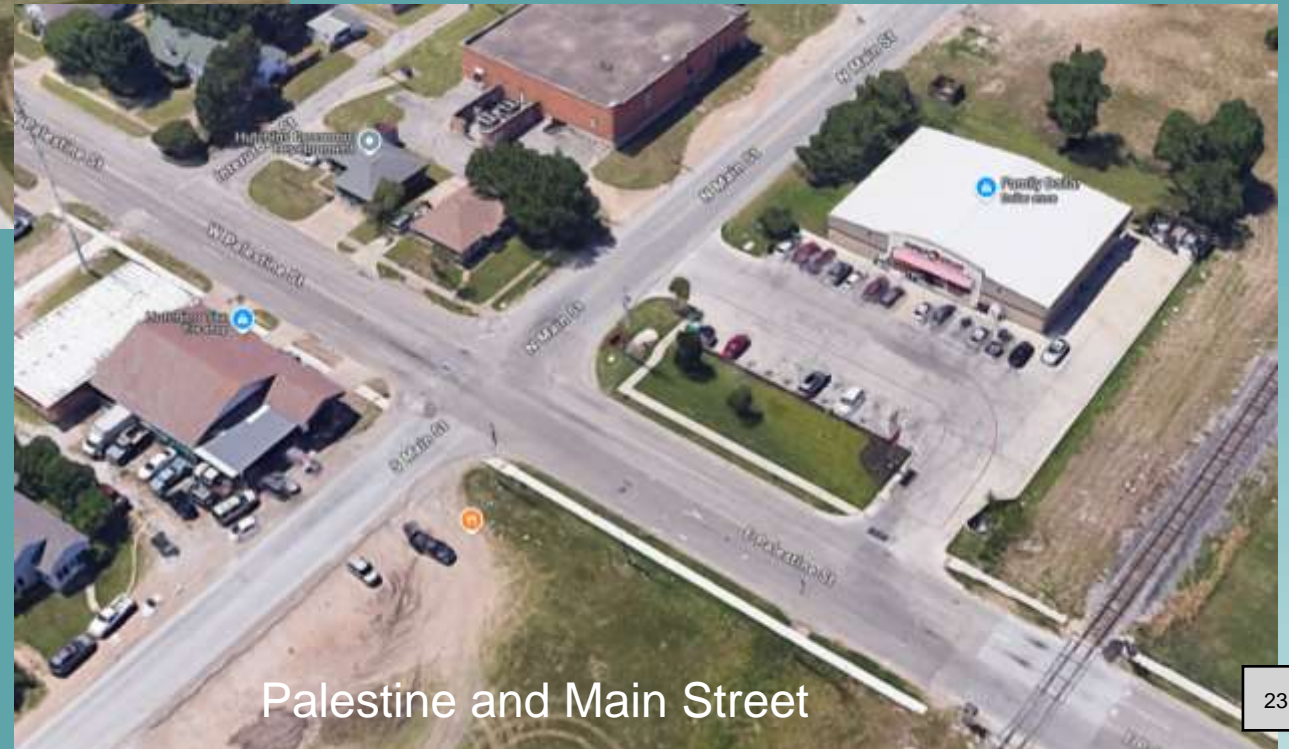
Section D, Item 2.



# TSWA Projects

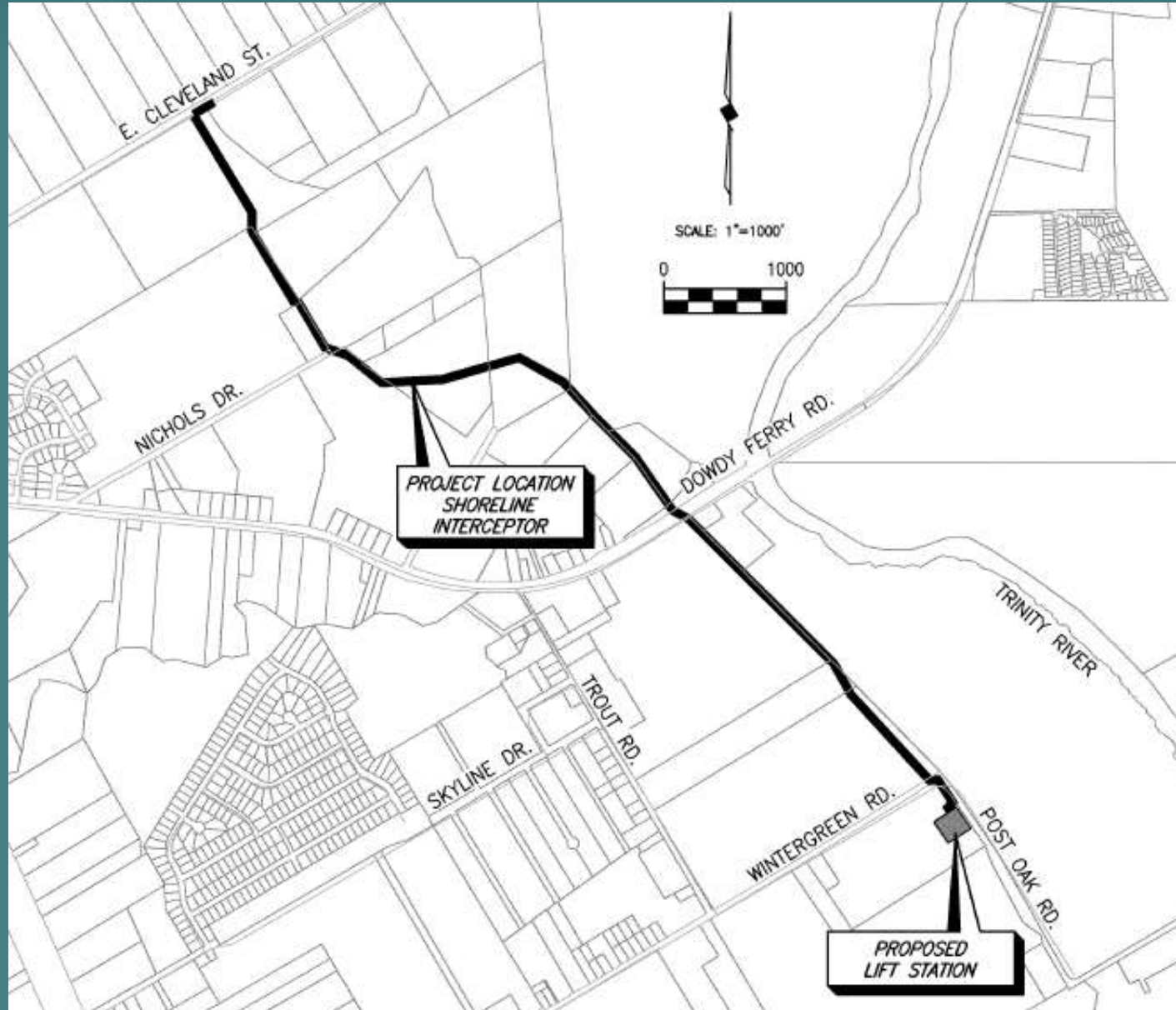


Wintergreen & Lancaster Hutchins Road

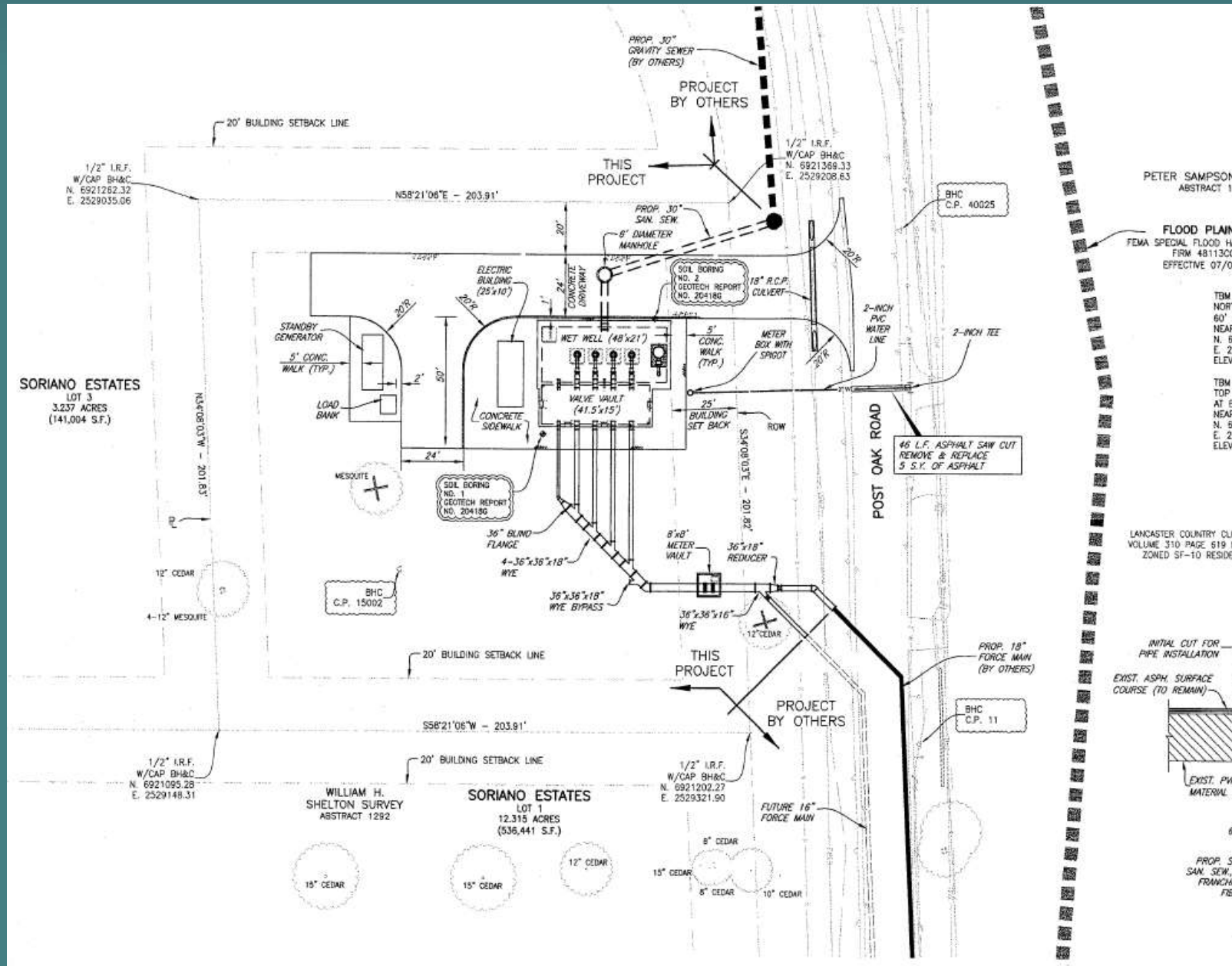


Palestine and Main Street

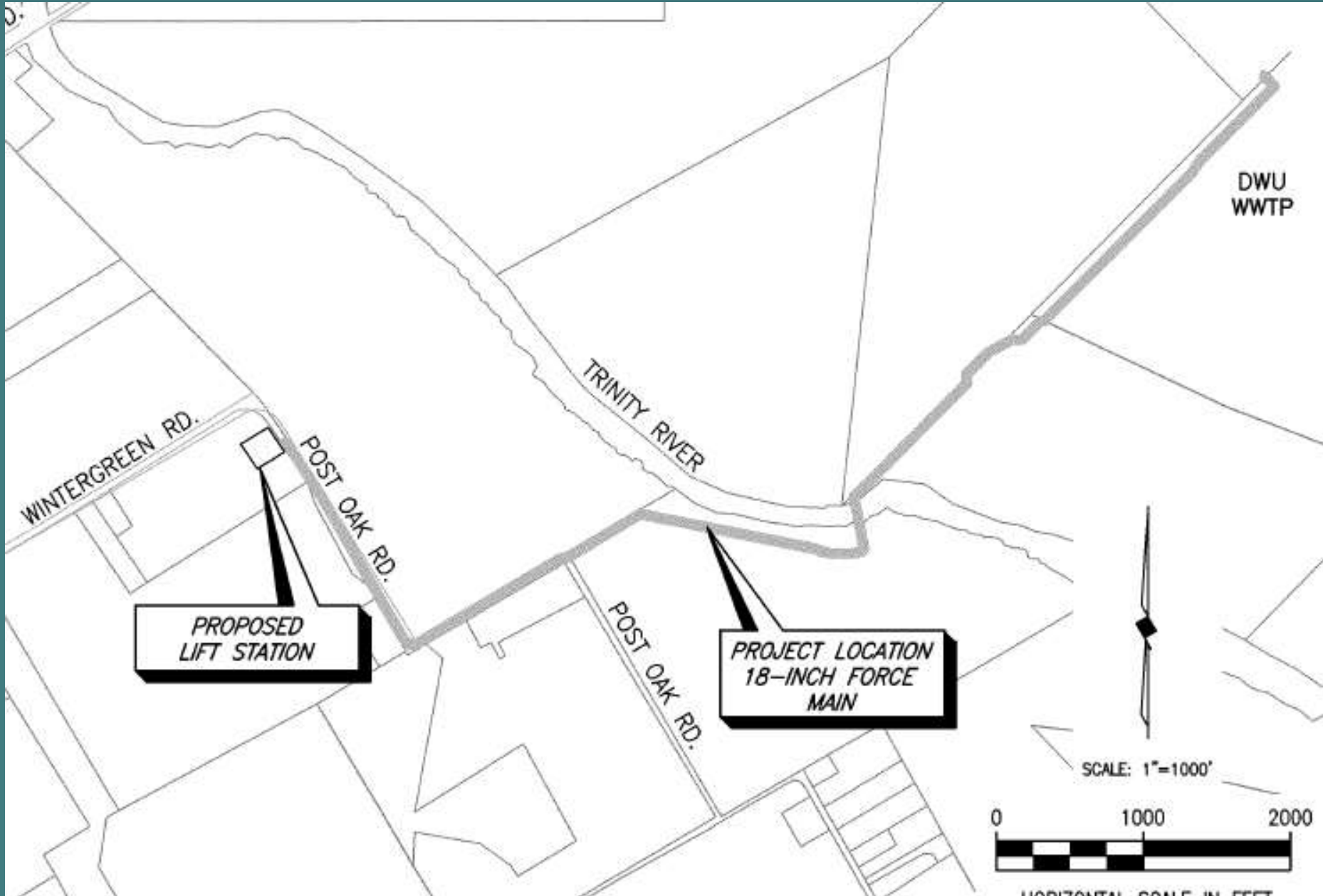
# Southern WW Interceptor



# Southern Lift Station



# Southern Force Main





# AGENDA STAFF REPORT

- 
- MEETING DATE:** July 21, 2025
- SUBMITTED BY:** Guy Brown, Ex. Dir HEDC
- AGENDA CAPTION:**
- A. Conduct a Public Hearing regarding a request for a 4B project at 101 South Interstate 45, Suite 1.
  - B. Open Public Hearing and Receive Comment.
  - C. Discuss and consider Resolution R2025-07-XXXX 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 1, 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.
- 

**Background Information**

The HEDC received a request for assistance from Pete's Cafe related to property located at 101 South Interstate 45 Suite, 1 in Hutchins. Pete's intends to install additional air conditioning and place a sign on the east wall of the building.

**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 \$5,000 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 Pete's Café.

**Supporting Documentation and Attachments**

- Application from Pete's Café
- Estimates of work to be performed at 101 South Interstate 45 Suite, 1 in Hutchins.
- Resolution approving the HEDC Grant
- Draft Agreement

# 101 South Interstate, 45 Suite 1

- Pete's Cafe
- Location: 101 South Interstate 45, Suite 1
- Request: Economic Development Grant for AC and Signage
- Staff Recommendation: Meet with applicant to determine assistance

# Pete's Cafe Details

- Total Project Cost: \$10,345
- Grant Request: \$5,000
- Improvements: Two 2-ton mini splits; signage facing IH-45
- Duration: 6/26/25 - 8/5/25



Section E, Item3.

Photo



Section E, Item3.

# HEDC Recommendation

- At the June 26<sup>th</sup> HEDC meeting the Board approved recommending grant for the Property.
- HEDC recommends approval of the attached resolution
  - \$5,000 Grant
- Draft Agreement is Attached

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R 2025-07-1274**

**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 1 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 EFJ LLC, a Texas Limited Liability Company, doing business as Pete’s Café (“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 21<sup>st</sup> day of July, 2025.

CITY OF HUTCHINS, TEXAS

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

ATTEST:

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

**EXHIBIT "A"**  
**Agreement between EFJ LLC and the HEDC**

STATE OF TEXAS §  
 COUNTY OF DALLAS §      **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement (“Agreement”) is made by and between the Hutchins Economic Development Corporation, a Type B Sales Tax Corporation (“HEDC”), and EFJ LLC, a Texas Limited Liability Company, doing business as Pete’s Café (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized officers.

**WITNESSETH:**

**WHEREAS**, Company has leased approximately 2,600 square feet of space located at the Hutchins Plaza Shopping Center located at 101 South Interstate 45, Suite 1, Hutchins, Texas 75141 (the ‘Lease Premises’), for a period of at least three (3) years (the “Lease”); and

**WHEREAS**, Company intends to operate a restaurant containing 2.600 square feet of space known as Pete’s Café at the Leased Premises (the “Restaurant”); and

**WHEREAS**, Company has advised HEDC that a contributing factor that would induce Company to operate the Restaurant at the Leased Premises would be an agreement by HEDC to provide the Infrastructure Grant (hereinafter defined) to Company to defray a portion of the costs associated with the Infrastructure (hereinafter defined); and

**WHEREAS**, HEDC has adopted programs for promoting economic development; and

**WHEREAS**, the Development Corporation Act, Chapters 501- 505 of the Texas Local Government Code, as amended (the “Act”) authorizes HEDC to provide economic development grants for the creation and retention of primary jobs that are required for the development of manufacturing and industrial facilities and for infrastructure suitable for new or expanded industrial business enterprises; and

**WHEREAS**, HEDC has determined that the Infrastructure Grant (hereinafter defined) to be made hereunder is required or suitable to promote or develop manufacturing and industrial facilities, new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

**WHEREAS**, HEDC has determined that making the Infrastructure Grant to Company in accordance with this Agreement will further the objectives of HEDC, will benefit City and City’s inhabitants and will promote local economic development and stimulate business and commercial activity in City.

**NOW THEREFORE**, in consideration of the foregoing and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**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 Company’s occupancy of the Improvements following the date of Completion of Construction of the Infrastructure.

“Company” shall mean EFJ LLC, a Texas Limited Liability Company, doing business as Pete’s Café.

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

“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 Improvements, 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 date of the date of 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 Improvements 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 1, Hutchins, Texas 75141.

“Infrastructure” shall mean an air conditioning unit and Restaurant signage to be installed 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 in an amount not to exceed Five Thousand and No/100 Dollars (\$5,000.00), 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 for the required Capital Investment, and such other information as may reasonably be requested by the HEDC to document costs incurred and paid for the Infrastructure and to document the Capital Investment.

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

“Required Use” shall mean the continuous occupancy and use of the Improvements 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, provided Company has caused Completion of Construction of the Infrastructure. Company may submit the Payment Request 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 Effective Date and continuing thereafter until the Expiration Date, the Improvements shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Improvements 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 Construction Schedule. 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 October 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 Improvements, 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:

If intended for HEDC, to:

With a copy to:

Attn: Guy D. Brown  
Executive Director  
Hutchins Economic Development  
Corporation  
103 W. Palestine Street  
P.O. Box 361  
Hutchins, Texas 75141

Attn: Peter G. Smith  
General Counsel  
Nichols | Jackson  
1800 Ross Tower  
500 N. Akard  
Dallas, Texas 75201

If intended for Company, to:

Attn: Estela Hernandez, Owner  
EFJ LLC, dba Pete’s Café

3410 Beltline Road  
Farmers Branch, Texas 75234

- AND -

101 South Interstate 45, Suite 1  
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.

**EFJ LLC, dba PETE’S CAFÉ**

By: \_\_\_\_\_  
Estela Hernandez, 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: Estela Hernandez
- B. Business Name: EFJ Hutchins LLC (DBA: Pete’s Café)
- C. Street Address: 101 IH-45 South ste.01 Hutchins, TX 75141
- D. Mailing Address: 530 Ardsley Ln. Forney, TX 75126
- E. Work Phone: 214-882-1023
- F. Cell Phone: 214-502-8669
- G. Email: [peteshutchins@gmail.com](mailto:peteshutchins@gmail.com)

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

- A. Owner Name: Amer
- B. Business Name: Huchthins Plaza
- C. Street Address: 101 IH-45 South Hutchins, TX 75141
- D. Mailing Address:
- E. Work Phone:
- F. Cell Phone:
- G. Email:

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

- 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.

Pete's Cafe

**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  -N/A (unknown)

**G. Grant Request**

- 1. Total Project Cost (for Façade Improvements Only): \$ 10,345.00
- 2. Eligible Grant Request (50% of the eligible improvement up to \$10,000): \$5,000.00

**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.)*

Adding 2 Mini splits of 2 tons each, a total of 4 tons to meet the restaurant standards per square footage (125 square foot/ton) which will provide a total of 15 tons to meet the capacity of the 2100 square footage. The current units are working under 10 degrees difference making the internal temperature of 79-83 degrees inside. The additional units will provide proper circulation of air to meet restaurant standards. In addition, we would like to add a sign on the side of the building facing IH-45 to attract potential customer driving North. This will help increase our sales and business.

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

Start Date: 06/19/2025

## 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:06/18/2025**

**Property Owner Signature:**

**Date:**

*(if different from applicant)*

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

6

**Date Received:**

**Staff Initials:**

**Application**

Complete

Incomplete

**Missing Items:**

Section E, Item3.



3301 katrine st haltom city  
thenumber1contractors@gmail.com  
6823299264  
Please give us a review on Facebook.  
"God Bless America"

# Estimate

# The #1 Contractors

For: Estela  
(214) 502-8669

Estimate No: 82  
Date: 06/18/2025

Description	Quantity	Rate	Amount
Mini split installation labor only Install 2 ton "PG" mini splits provided by owner. The head units will be installed in the dining area and the condensers will be installed in the roof. We will also need to install a condensate pump along with more copper and longer communicating wire because the wire cannot be cut to prevent communicating issues. We also need to add more refrigerant R32 he will test for leaks and pull a deep vacuum on the system set everything to manufacture specs. We will provide additional material like additional copper, additional waterline, additional communicating wire 4 x 4 to set condensers up on the roof and additional refrigerant.	2	\$1,300.00	\$2,600.00
10% discount 10% discount applied to hold ticket. Repeat customer.	1	\$0.00	\$0.00
Subtotal			\$2,600.00
Discount			-\$260.00
TAX 0%			\$0.00
Total			\$2,340.00
Withholding Tax 0%			\$0.00

### Payment Instructions

A 0% deposit of \$0.00 is required by 06/18/2025.

**Total \$2,340.00**

Deposit due 06/18/2025 \$0.00

**Pay Now**

Invoice2go from Bill



# AGENDA STAFF REPORT

- 
- MEETING DATE:** July 21, 2025
- SUBMITTED BY:** Guy Brown, Ex. Dir HEDC
- AGENDA CAPTION:**
- A. Conduct a Public Hearing regarding a request for a 400 Lancaster Hutchins Road.
  - B. Open Public Hearing and Receive Comment.
  - C. Discuss and consider Resolution R2025-07-XXXX OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 400 LANCASTER HUTCHINS ROAD, 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.
- 

**Background Information**

The HEDC received a request for assistance from VALDI LLC related to property located at located at 400 Lancaster Hutchins Road in Hutchins. The applicant intends to make physical enhancements at the location including parking, driveway and signage improvements.

**Budget Implications**

The cost of the grant would be derived from the Local Business Improvement Program line item of the HEDC Budget.

**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 VALDI LLC for property located at 400 Lancaster Hutchins Road.

**Supporting Documentation and Attachments**

- Application from VALDI LLC
- Estimates of work to be performed at 400 Lancaster Hutchins Road.
- Resolution approving the HEDC Grant
- Draft Agreement

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R 2025-07-1275**

**A RESOLUTION OF THE HUTCHINS CITY COUNCIL, APPROVING A  
4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE  
IMPROVEMENTS FOR PROPERTY LOCATED AT 400 LANCASTER  
HUTCHINS ROAD 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 Valdi LLC, a Texas Limited Liability Company (“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 21<sup>st</sup> day of July, 2025.

CITY OF HUTCHINS, TEXAS

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

ATTEST:

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

**EXHIBIT “A”**  
**Agreement between Valdi LLC, a Texas Limited Liability Company (“Company”)**

## Façade Improvement Grant Program Policy

### 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

---

## I. Applicant Information

- A. Applicant Name: Dominic DIDEBANI
- B. Business Name: VALDI LLC
- C. Street Address: 400 LANCASTER - HUTCHINS Rd
- D. Mailing Address: P. O. BOX 78, HUTCHINS, TX, 75141
- E. Work Phone: 214. 704-0850
- F. Cell Phone: 214. 704-0850
- G. Email: Dominielimo@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:

SAME

## 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:

SEE ATTACHED

**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): \$ 61,773
- 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)**

Start Date: 09/01/2025<sup>5</sup>

End Date: 90 DAYS

# 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:** 6/18/2025

**Property Owner Signature:**

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

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

**Date Received:**

**Staff Initials:**

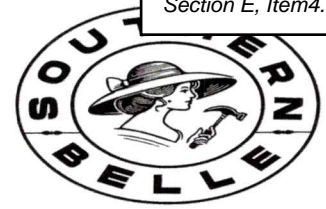
**Application**

6

Complete

Incomplete

**Missing Items:**



**Southern Belle Restorations**

www.sbresto.com

17 June 16, 2025

**Proposal for Commercial Driveway Construction & Metal Building Restoration**

**Submitted To:**

**Mr. Dominic Didehbani**

6 Lancaster Hutchins Road

Hutchins, Texas 75141

**Submitted By:**

**Faisal Akram**

Southern Belle Restorations

**1.  Project Location**

[6 Lancaster Hutchins Road  
Hutchins, Texas 75141]

This proposal outlines the complete, turnkey construction of a commercial driveway and restoration of an existing metal building. The work scope includes base preparation, concrete installation, drainage infrastructure, structural refinishing, signage, and bay door realignment.

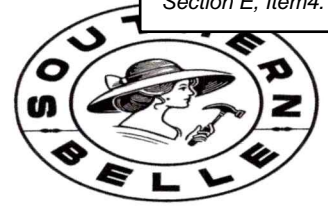
All work has been designed with future commercial scalability in mind, ensuring that the improvements remain durable and adaptable for site evolution.

**2.  COMMERCIAL DRIVEWAY INSTALLATION**

**Scope of Work**

- **Survey & Layout:** 5,962 sq ft driveway from the entrance continuing along a curved section to the end of the building,.
- **Excavation:** Flush tie-in to road; surface grading using Bobcat.
- **Base Prep:** Existing pea gravel with clean sand, compacted using a ride-on vibratory compactor.
- **Formwork & Rebar:** Form boards with rebar on centers.
- **Concrete:** upto 92 cu yd of thick commercial grade concrete; with saw-cut joints.

 **Section Cost: \$59,139**



### 3. CULVERT INSTALLATION

#### Scope of Work

- Installation of a **culvert** at the road entry point.
- Proper bedding and backfill for drainage and structural load bearing.
- Ends cut and graded to match ditch profile, with compacted fill above pipe.

 **Section Cost: \$6,500**

Includes pipe, bedding material, excavation, installation, and labor.

### 4. METAL BUILDING RESTORATION & REPAINTING

#### Scope of Work

- **Surface Cleaning:** Degreasing, rust converter, power washing, dry time
- **Caulking:** Weather-sealing all seams and joints
- **Wainscot Panel Replacement:** Replace lower with matching metal siding
- **Priming & Painting:** DTM primer as needed, coats of DTM acrylic paint via airless sprayer
- **Signage:** Mount exterior sign, bracketed and aligned per client approval
- **Walkthrough:** Cleanup and client sign-off

 **Section Cost: \$13,900**

### 5. BAY DOOR DETACH, REPAIR & RESET

#### Scope of Work

- Detach, adjust, and reset one overhead bay door
- Realign tracks and hardware
- Verify smooth, functional operation

 **Section Cost: \$2,200**

### 6. PROJECT TOTAL & CLOSING STATEMENT

**Total Turnkey Cost: \$81,7739**

Section E, Item4.

Back Screenshot\_20250606\_190348\_Maps.jpg



1998 Lancaster Hutchins Rd



Back Screenshot\_20250606\_190126\_Gallery.jpg



Section E, Item4.

Find messages, documents, photos or people Advanced

Compose

← Back [Icons]

20191205\_115305.jpg

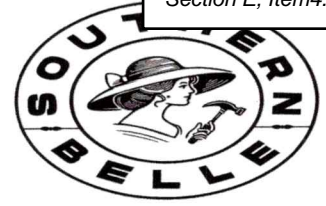
400 Lancaster-Hutchins Rd Yahoo/Inbox

- Inbox** 1
- Unread
- Starred
- Drafts 3
- Sent
- Archive
- Spam
- Trash
- ^ Less
- Views Show
- Folders Hide
- + New Folder
- DME 360
- FedEX Signs
- FedEx Wilson
- LimoAnywhere

**dc** **Dominic Didehban** Tue, Jun 17 at 6:19 PM

**From:** dominiclimo@yahoo.com  
**To:** dominiclimo@yahoo.com





*(Covers all labor, materials, equipment, rentals, signage, drainage, and structure repair)*

This proposal presents a complete, code-compliant upgrade to your property that enhances immediate functionality while preparing for future commercial development. The improvements will add long-term value and reduce the need for future modifications.

We are committed to executing this work efficiently and to the highest standards.



---

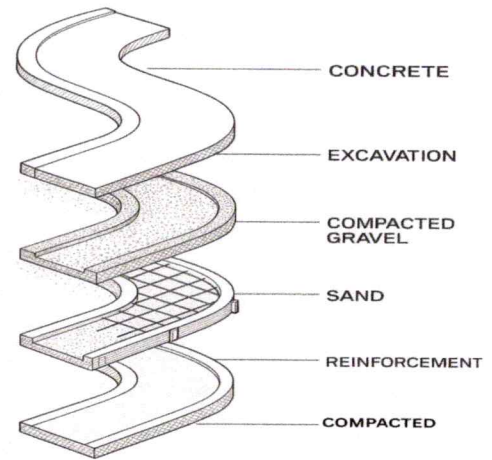
**Respectfully submitted,**  
**Faisal Akram**  
Southern Belle Restorations  
[faisalmakram@icloud.com](mailto:faisalmakram@icloud.com)  
[346-313-9223]



*(Covers all labor, materials, equipment, rentals, signage, drainage, and structure repair)*

This proposal presents a complete, code-compliant upgrade to your property that enhances immediate functionality while preparing for future commercial development. The improvements will add long-term value and reduce the need for future modifications.

We are committed to executing this work efficiently and to the highest standards.



Respectfully submitted,  
**Mohammad Faisal Akram**  
Southern Belle Restorations  
✉ [faisalmakram@icloud.com](mailto:faisalmakram@icloud.com)  
☎ [346-313-9223]

# Southern Belle



Comprehensive Site Enhancement Proposal

Prepared For: Mr. Dominic Didehbani

Project Location: 400 Lancaster Hutchins Road, Hutchins, TX 75141

Prepared By: M Faisal Akram, Southern Belle Restoration Team

Richmond, TX

Email: faisal@sbresto.com Phone: (346) 313-9223

## 1. Project Location

This proposal outlines a complete commercial site improvement plan designed to elevate access, infrastructure, usability, and visual impact. It incorporates enhancements that address both functional and environmental needs, and is structured to support current use as well as future commercial development. The project will be formally presented to the City Hall audience as part of a collaborative effort to improve site performance while contributing positively to the surrounding area.

## 2. Driveway Installation

The proposed commercial driveway will be professionally graded, compacted, formed, reinforced, and poured using high-quality materials. The front 160 feet, which interfaces with the public roadway, is designed not only for private access but to reduce flooding, erosion, and maintenance along the right-of-way. This element contributes to improved safety, visual continuity, and long-term value for both tenants and the surrounding corridor.

## 3. Culvert Installation

A new culvert will replace the current undersized and clogged unit at the property entrance. This installation will mitigate flooding, improve stormwater flow, and prevent roadside erosion, supporting both property use and public infrastructure stability.

## 4. Metal Building Restoration

The exterior of the metal building will be restored, including surface preparation, lower wall panel replacement, priming, and repainting. Two aluminum signs will be installed on front and side elevations for visibility and branding. This will improve both structural integrity and curb appeal.

## 5. Bay Door Repair & Reset

An existing bay door will be detached, repaired, and re-installed with adjustments to ensure smooth, reliable

functionality.

**6. Landscaping**

General landscaping will be added along the driveway and site perimeter. This enhances site appearance, improves drainage, and contributes positively to the local environment.

**Summary & Community Benefits**

This form acknowledges approval of the proposed commercial site improvements prepared by Southern Belle and submitted to Mr. Dominic Didehbani, regarding the property located at 400 Lancaster Hutchins Road, Hutchins, TX 75141.

This project represents a transformative upgrade to the site and surrounding corridor. With newly constructed access infrastructure, drainage improvement, building restoration, and landscaping, the plan will provide broad and lasting impact.

Tenants will benefit from elevated access, reduced flood risk, cleaner and safer circulation, and improved usability year-round. A professionally restored commercial structure and enhanced driveway will ensure a cleaner, drier, more secure environment for occupants, customers, and commercial operators.

The local community will benefit through reduced maintenance burden, stabilized roadside drainage, improved stormwater redirection, and a visual uplift to the commercial frontage along Lancaster Hutchins Road. This project directly supports flood mitigation, local accessibility, and community appeal - all aligned with broader city goals for resilience and development.

Presented with energy and optimism, this project reflects a shared investment in long-term commercial readiness and civic pride.

**Approval Signatures**

Approved By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Prepared By: M Faisal Akram,  
Southern Belle Restoration Team  
Richmond, TX  
Email: faisal@sbresto.com Phone: (346) 313-0223



# Southern Belle

Comprehensive Site Enhancement Proposal

Presented to Mr. Dominic Didehbani

400 Lancaster Hutchins Road, Hutchins, TX

# Project Overview

- Commercial site upgrade including driveway, culvert, restoration, signage, and landscaping.
- Designed for immediate function and future development.
- Presented with civic intent and community alignment.

# Driveway Installation

- Engineered driveway improves access and flood protection.
- Front portion enhances road interface, drainage, and tenant usability.

# Culvert Installation

- Replaces clogged/undersized drainpipe at entrance.
- Improves stormwater flow, reduces erosion, supports adjacent road.

# Metal Building Restoration

- Includes repainting, wall panel repair, and installation of 2 aluminum signs.
- Improves tenant experience, visibility, and curb appeal.

# Bay Door Reset

- Repair and alignment of existing overhead door.
- Ensures proper function and safe access for occupants.

# Landscaping

- Softens site edges, improves drainage, and boosts overall site appearance.
- Contributes positively to long-term sustainability.

# Community & Tenant Benefits

- Tenants gain safer, drier, more professional-grade access.
- Community sees improved drainage, visual uplift, and lower maintenance burden.
- Project brings resilience and civic pride.

# Approval & Contact

- Prepared By: M Faisal Akram
- Southern Belle Restoration Team
- Richmond, TX
- [faisal@sbresto.com](mailto:faisal@sbresto.com) | (346) 313-9223

PROPOSED DESIGN OF

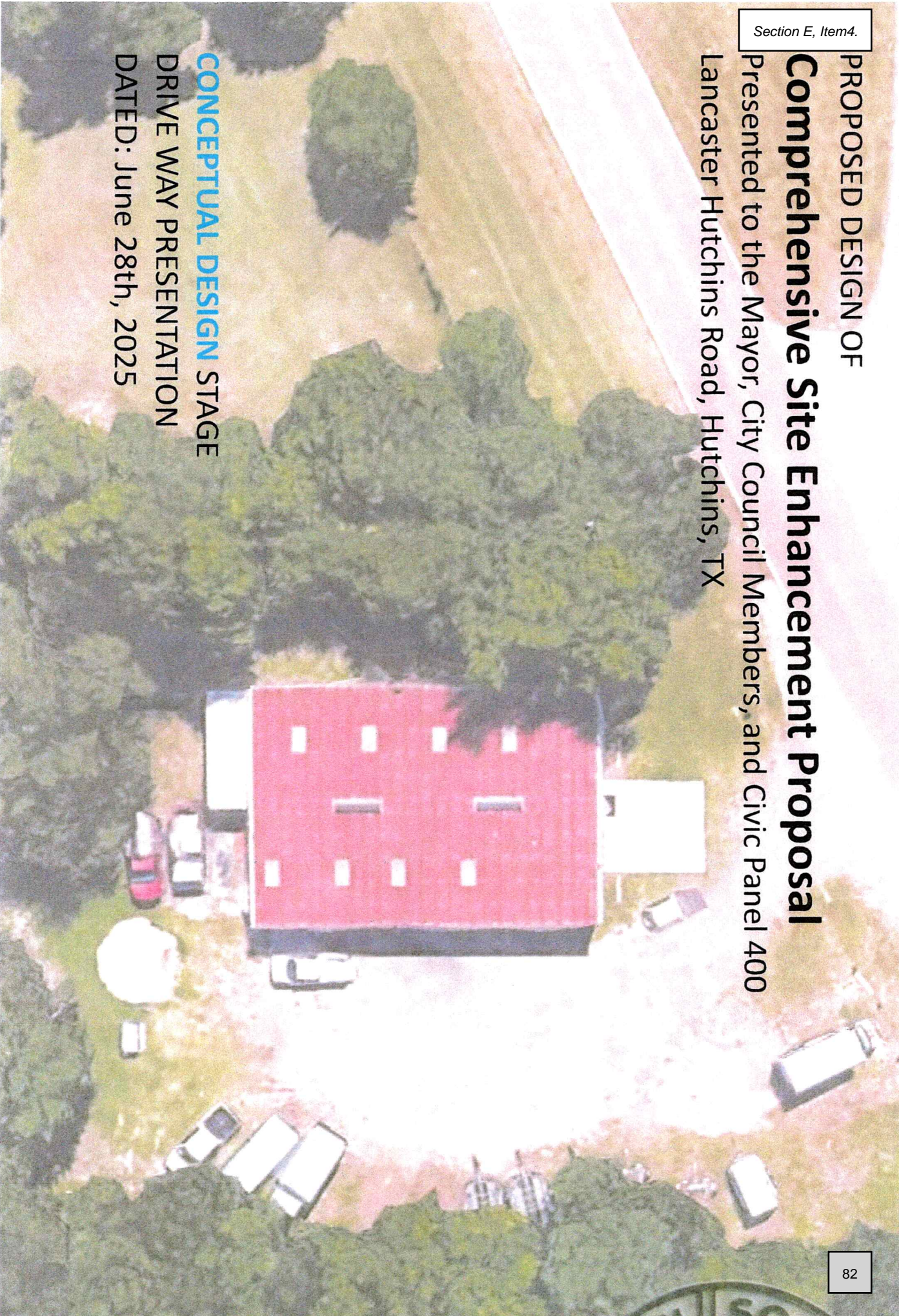
# **Comprehensive Site Enhancement Proposal**

Presented to the Mayor, City Council Members, and Civic Panel 400  
Lancaster Hutchins Road, Hutchins, TX

**CONCEPTUAL DESIGN STAGE**

**DRIVE WAY PRESENTATION**

**DATED: June 28th, 2025**



## **Project Overview**

- Commercial site upgrade including driveway, culvert, restoration, signage, and landscaping.
- Designed for immediate function and future development.
- Presented with civic intent and community alignment.

## **Driveway Installation**

- Engineered driveway improves access and flood protection.
- Front portion enhances road interface, drainage, and tenant usability

## **Culvert Installation**

- Replaces clogged/undersized drainpipe at entrance.
- Improves stormwater flow, reduces erosion, supports adjacent road.

## **Metal Building Restoration**

- Includes repainting, wall panel repair, and installation of 2 aluminum signs.
- Improves tenant experience, visibility, and curb appeal.

## **Bay Door Reset**

- Repair and alignment of existing overhead door.
- Ensures proper function and safe access for occupants.

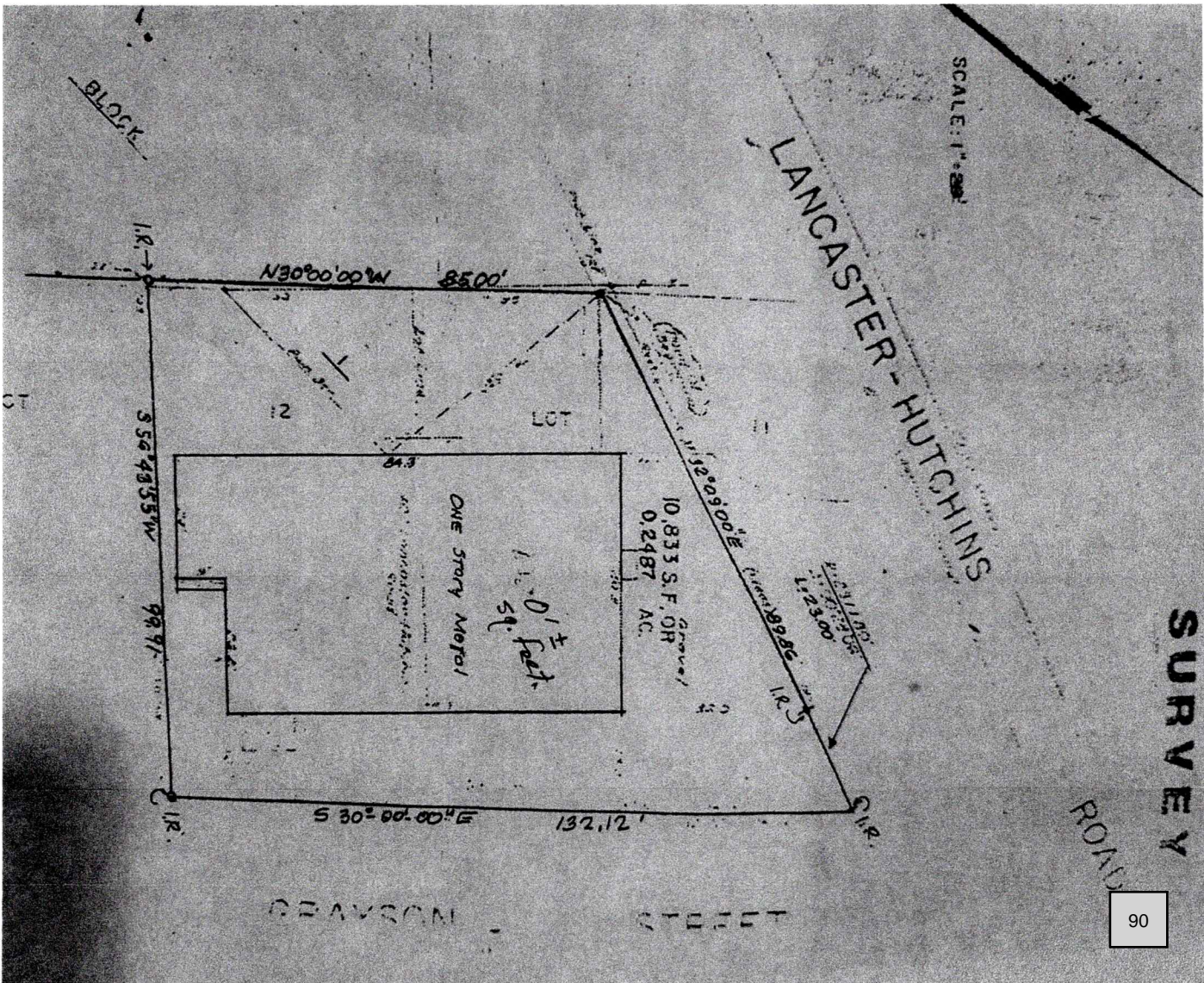
## **Landscaping**

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## **Community & Tenant Benefits**

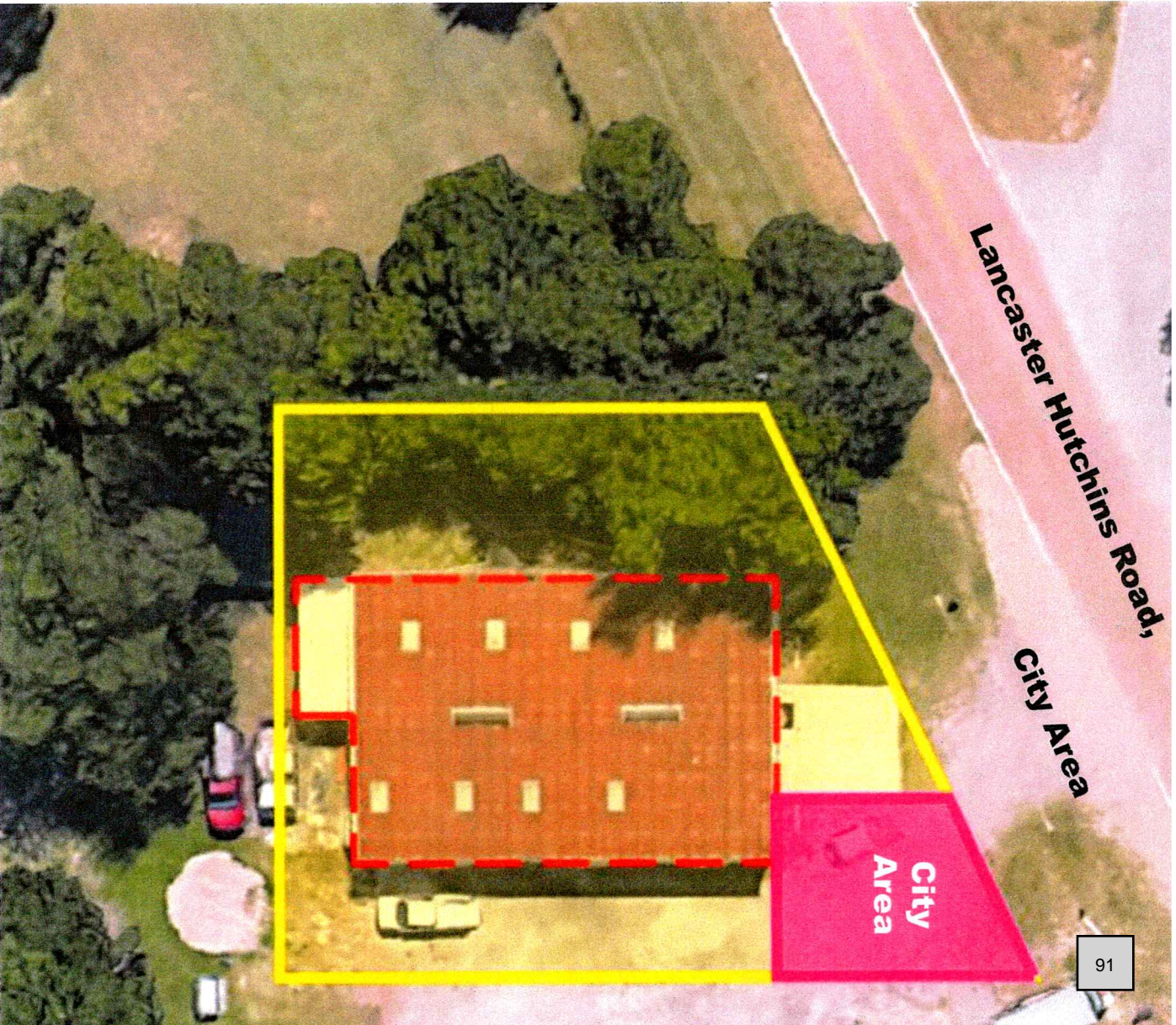
- Tenants gain safer, drier, more professional-grade access.
- Community sees improved drainage, visual uplift, and lower maintenance burden.
- Project brings resilience and civic pride.

survey



## Top View of Site

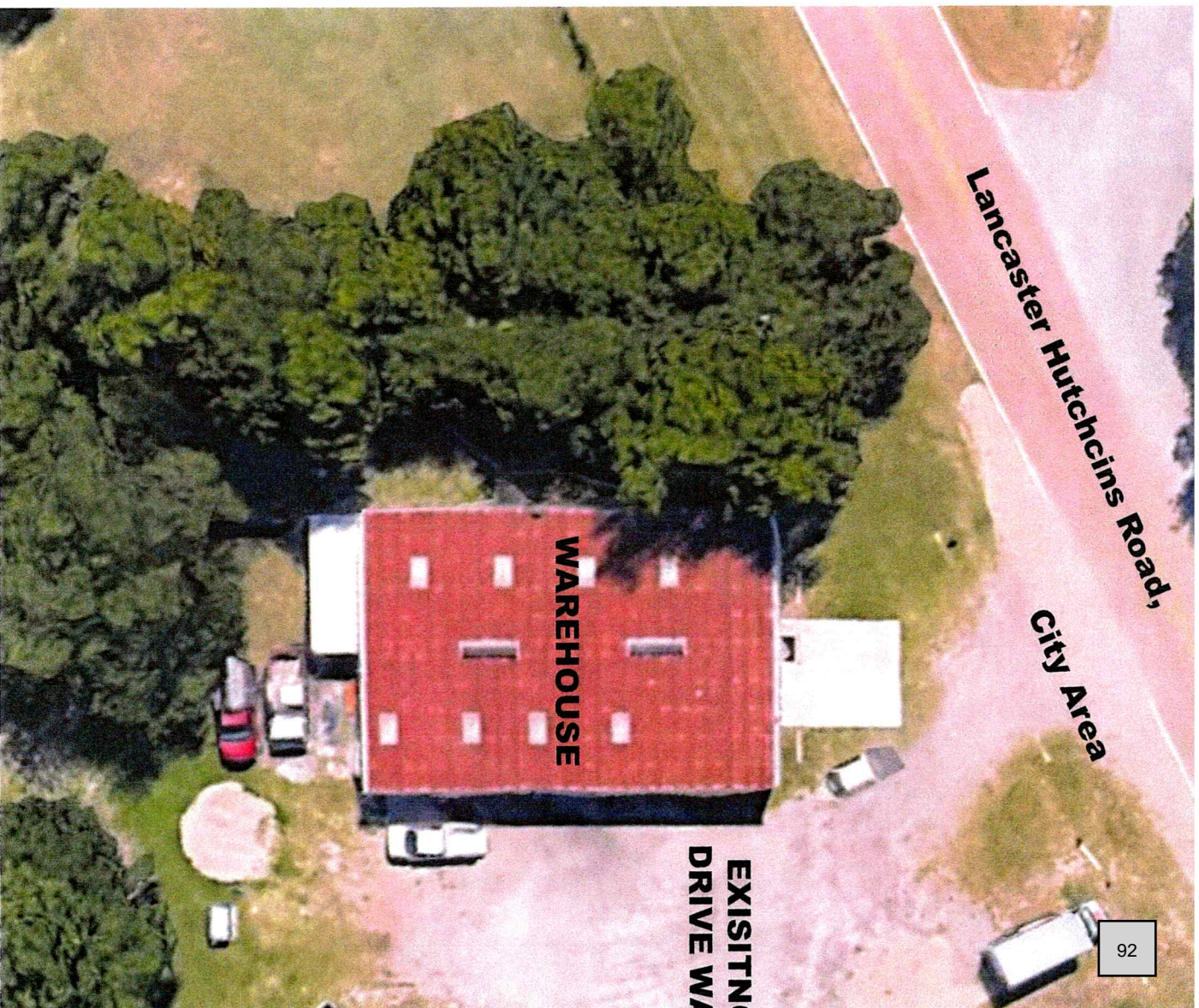
- As per the survey the yellow outline represents the property boundary, while the red outline marks the existing warehouse.
- The area within the purple outline, located in front of the road and green belt, also falls under city property.
- The blue arrows you see here represent the natural flood flow direction.



## Proposed Driveway Layout

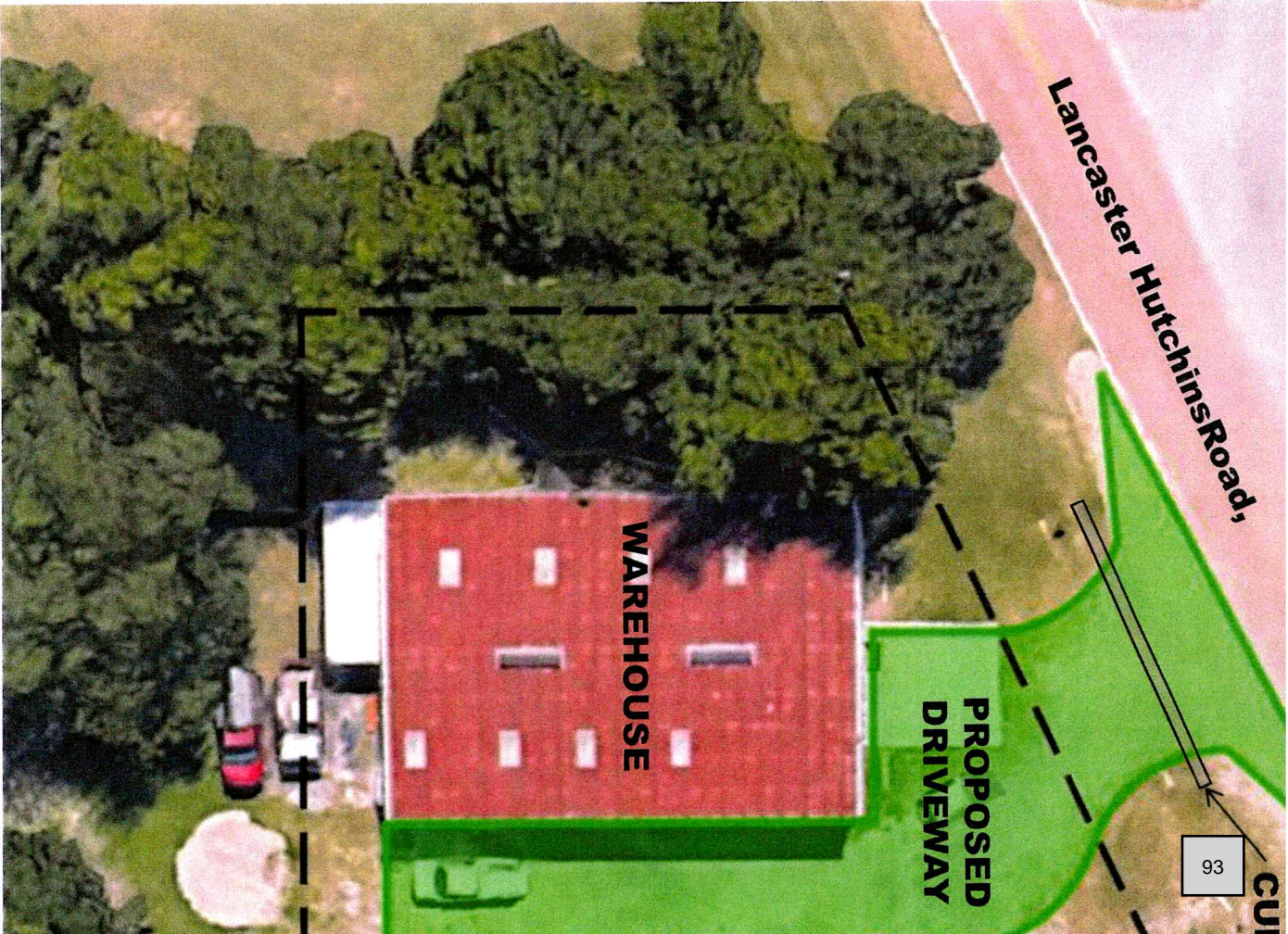
This is the site image. We're planning to build a driveway on our property — and also partially on the city-owned area — because access to the driveway will be from the city side.

Before we explain the proposed driveway layout, we'd like to share why the new driveway is necessary. As you can see, due to natural flood flow, the concrete of the existing driveway has been displaced. The flood pressure is quite strong, which is why the new driveway will be constructed 5 to 6 inches above the natural ground level. Additionally, we will add a culvert beneath the portion of the driveway that lies in the city area to guide the water flow and prevent future damage to the driveway.



### Proposed Driveway Layout

The area highlighted in green shows the proposed location for the new driveway.



# Proposed DriveWay Layout

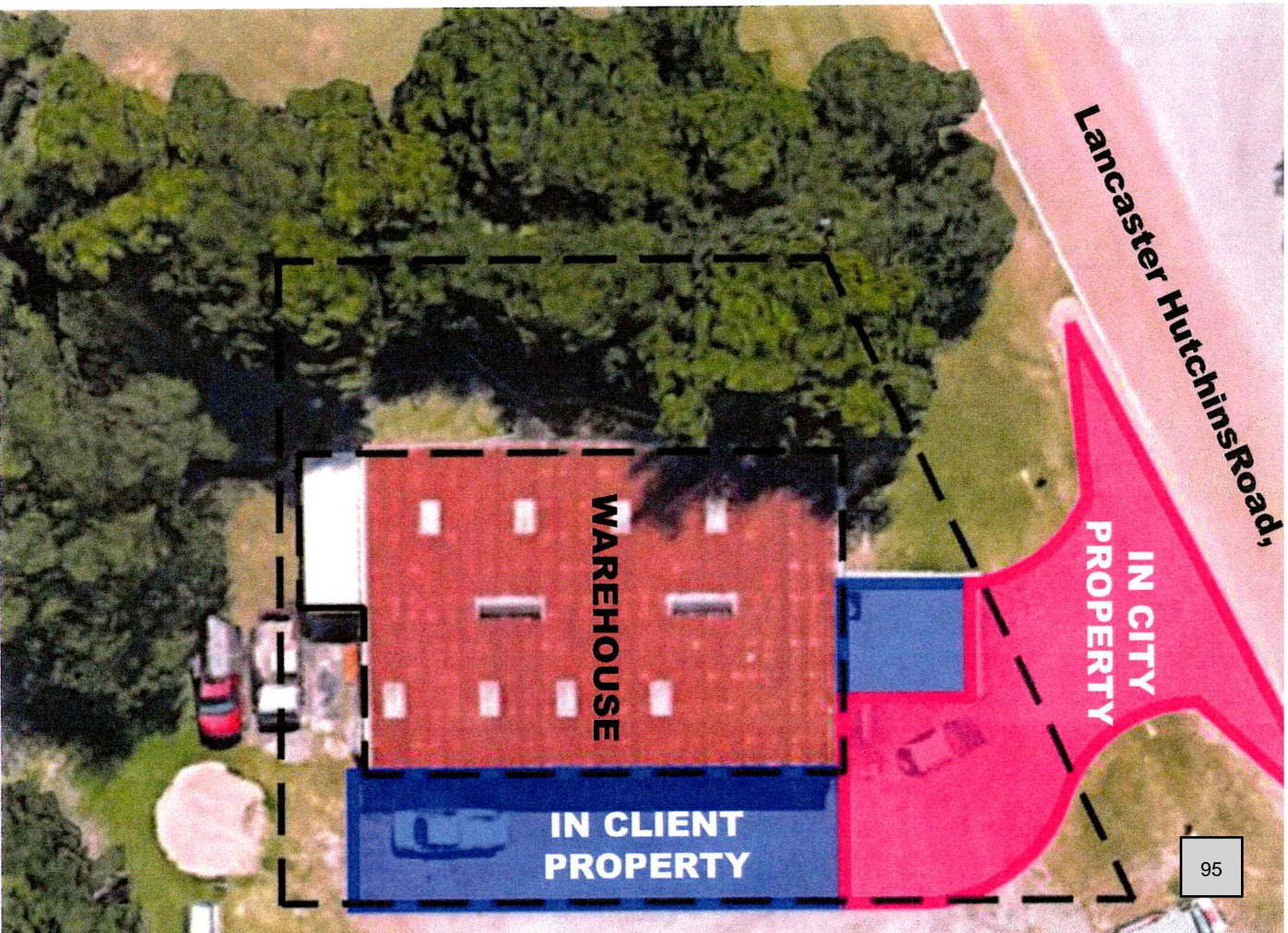
In this site image, the proposed driveway is divided into two portions. The part highlighted in purple falls within the city-owned property, while the blue highlighted area lies within the site's private property.



## What we want from You

We would like to propose that, as you can see, almost 50% of the driveway area falls within the city's property. Therefore, we request that the construction cost for the portion of the driveway on city property be covered by you, while we will bear the cost for the portion on our property. The purpose of constructing this driveway is to support future foot and vehicle traffic in the area, which will enhance the value of this location.

Additionally, tenants will benefit from safer, drier, and more professional-grade access. The community will see improved drainage, a visual uplift, and reduced long-term maintenance. Overall, this project will promote resilience and civic pride, offering clear benefits to both the property and the city.



# 3D View



## Approval & Contact

- Prepared By: M Faisal Akram
- Southern Belle Restoration Team  
Richmond, TX
- [faisal@sbresto.com](mailto:faisal@sbresto.com) | (346) 313-9223



SINCE 2005

Thank you

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10710 Battenrock Ct, Richmond, TX 77407,  
United States

+1 (346) 313-9223,

[service@sbresto.com](mailto:service@sbresto.com)

[www.sbresto.com](http://www.sbresto.com)



# STAFF REPORT

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<b>MEETING DATE:</b>	July 21, 2025
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	S. Hickson
<b>AGENDA CAPTION:</b>	Discuss and consider Resolution R2025-07-1276 OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE FIRE PROTECTION AGREEMENT BY AND BETWEEN DALLAS COUNTY AND THE CITY OF HUTCHINS FOR THE CITY TO PROVIDE FIRE PROTECTION SERVICES TO THE UNINCORPORATED AREAS OF DALLAS COUNTY, ADJACENT AND/OR NEAR TO THE CITY'S CORPORATE LIMITS. Presented by: S. Hickson, Fire Chief

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## **Background Information**

This is the renewal for the Dallas County Mutual Aid Agreement for Fire and Ambulance Responses inside the unincorporated areas of Dallas County.

## **Budget Implications**

The City of Hutchins will be paid \$600.00 (Six Hundred Dollars) for fire responses and \$700.00 (Seven Hundred Dollars) for Ambulance responses. The agreement will begin October 1, 2025 and run thru September 30, 2028.

## **Operational Impact**

## **Legal Review**

## **Staff Recommendation**

Staff recommends the renewal of the Dallas County Mutual Aid Plan for fire and EMS response in the unincorporated areas of Dallas County.

## **Supporting Documentation and Attachments**

Attached



**Dallas County  
Fire Marshal's Office  
500 Elm Street, Suite 0500, Dallas, Texas 75202  
Main: 214.653.7970 Fax: 214.653.6372**



DATE: June 26, 2025  
TO: Chief Hickson, Hutchins Fire & Rescue  
FROM: Robert De Los Santos – Chief – Dallas County Fire Marshal  
REF: Renewal Contracts for Fire & Ambulance Protection

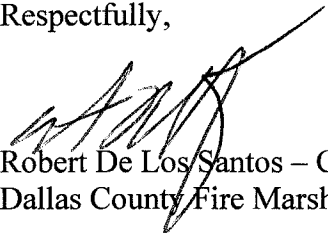
Chief,

It is time to renew the interlocal service agreements between the City of Hutchins, Texas and Dallas County, Texas. Attached you will find the contracts for the Fire and Ambulance Protection of the unincorporated areas adjacent to your city. After your review, please forward these to your Mayor and City Council for a resolution approving said contracts. The renewal date is October 1, 2025, and runs for a three-year period, as identified within the documents. There is one main change to this year's contracts, in that we have increased the run amounts for both fire and ambulance responses. We hope that the increases will meet your approval.

Attached to each document is an area response map of the assigned county district. Also, attached is one extra copy of the response map for your department. Please leave the maps that are attached to each document for the official record. Upon completion of your city resolution and mayor's signature, please notify me and we will have them picked up. From that point they must go before the Dallas County Commissioners Court for their approval. A copy of the fully signed contract will be returned to you immediately thereafter.

We thank you and your department for your continued assistance in covering the assigned portions of unincorporated Dallas County adjacent to your city. If you have any questions, please contact me at 214/653-7970.

Respectfully,

  
Robert De Los Santos – Chief  
Dallas County Fire Marshal

**CITY OF HUTCHINS  
RESOLUTION NO. R 2025-07-1276**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE FIRE PROTECTION AGREEMENT BY AND BETWEEN DALLAS COUNTY AND THE CITY OF HUTCHINS FOR THE CITY TO PROVIDE FIRE PROTECTION SERVICES TO THE UNINCORPORATED AREAS OF DALLAS COUNTY, ADJACENT AND/OR NEAR TO THE CITY’S CORPORATE LIMITS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Dallas County (“County”) has requested the City of Hutchins (“City”) provide fire protection services (“Services”) to unincorporated areas of Dallas County, adjacent and/or near to the City’s corporate limits; and

**WHEREAS**, Dallas County has agreed to reimburse the City for providing such Services; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes this Agreement (“Agreement”) between the City and the County; and

**WHEREAS**, the City Council finds that it is in the public interest to approve the Agreement between Dallas County and the City; and

**WHEREAS**, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Agreement on behalf of the City of Hutchins;

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

**SECTION 1.** That the Mayor is hereby authorized to execute the Agreement, which is attached hereto as Exhibit “A,” on behalf of the City of Hutchins, for the City to provide fire protection services to the unincorporated areas of Dallas County, adjacent and/or near to the City’s corporate limits.

**SECTION 2.** That this Resolution shall become effective immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 21st day of July 2025.

CITY OF HUTCHINS, TEXAS

---

Mario Vasquez, Mayor

ATTEST:

---

Cynthia Olguin, City Secretary

**EXHIBIT "A"**  
**Fire Protection Agreement**

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

**CITY OF HUTCHINS, TEXAS  
INTERLOCAL AGREEMENT  
FIRE PROTECTION SERVICES**

This Interlocal Agreement (“Agreement”) is entered into by and between the City Hutchins, Texas (the “City”) and Dallas County, Texas (the “County”). The County and the City may hereinafter be referred to individually as a “Party,” or collectively, the “Parties.”

**RECITALS:**

**WHEREAS**, the Interlocal Cooperation Act (the “Act”), Government Code Chapter 791, authorizes both the County and the City to contract to perform governmental functions and services; specifically, to perform fire protection services;

**WHEREAS**, the City has agreed to provide fire protection services to the unincorporated areas of the County, and

**WHEREAS**, County has requested the City to provide such services with City owned and City operated fire protection equipment.

**NOW THEREFORE**, this Agreement (the “Agreement”) between City and County is hereby made between said City and County as follows:

**I.  
SERVICES**

For the consideration stated herein, the City agrees to (i) furnish fire protection services, and (ii) to answer all fire calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official fire protection zone map of the County, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished to the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Responses shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

**II.**  
**TERM**

This Agreement shall be in effect during the County fiscal year of October 1, 2025 through September 30, 2026, and will automatically be extended for two (2) additional one-year fiscal periods (October 1, 2026 through September 30, 2027, and October 1, 2027 through September 30, 2028) provided, and only if County appropriates and budgets the necessary funds to pay for fire services in each of the succeeding one year fiscal periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

**III.**  
**DEFINITIONS & CONDITIONS**

A. “Fire Run” shall mean a fire response with a fire fighting vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire, or where valid reasons can be provided by City as to why there was no need to apply an extinguishing agent to a fire. A Fire Run does not include the routine dispatch of a fire vehicle to the location/address of an “Ambulance Run” (as defined below), when the necessity of the fire vehicle at such location/address does not exist and is not required to meet the requirements of a valid Fire Run or an Ambulance Run.

B. “Ambulance Run” shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or when valid reasons are provided by City as to why there was no need to administer treatment.

The following three (3) conditions may justify a Fire Run made in conjunction with an Ambulance Run:

- 1) an unconscious person is involved where cardiopulmonary resuscitation (“CPR”) may need to be performed to sustain life;
- 2) an individual is experiencing breathing difficulties where additional personnel are needed for patient evaluation and administering life support; or

- 3) a motor vehicle accident (“MVA”) has occurred where extrication is needed or fuel is leaking and must be washed away from the vehicle to assure safety of responders/patients or other types of rescue, or where fire apparatus/skills are required.

**IV.**  
**REIMBURSEMENT BY COUNTY**

The County agrees to reimburse the City at the rate of SIX HUNDRED AND NO/100 DOLLARS (\$600.00) for each approved Fire Run that the City makes into the defined unincorporated area.

In order for the City to be eligible for reimbursement for a Fire Run, the Fire Run must be to a location within the unincorporated area assigned to City. When the City receives an original call for a Fire Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff’s Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated areas during the preceding month. Fire Runs that are not to a location in the assigned unincorporated area, or that have not been approved prior to a mutual aid assistance call, will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs.

The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet, and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for a Fire Run when (i) a fire vehicle is routinely dispatched to the same location/address of an Ambulance Run, (ii) the necessity for a fire vehicle at the location /address of an Ambulance Run does not exist, or (iii) a fire vehicle is not required to meet the requirements of a valid Fire Run or an Ambulance Run. All duplicate Fire Runs and Ambulance Runs to the same location/address must be verified by the County Fire Marshal for validity and the necessity of such duplicate run must be established by the City in order to be eligible for reimbursement.

County will reimburse the City for all eligible Fire Runs within thirty (30) days after the end of each quarter year during the Agreement Term.

**V.**  
**MUTUAL AID ASSISTANCE**

City agrees that it will provide mutual aid assistance to the County when requested, provided it may do so without endangering the property and lives of its own citizens.

**VI.**  
**TERMINATION**

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

**VII.**  
**INSURANCE**

Parties agree that they will at all times during this Agreement maintain in full force and effect insurance, including workers' compensation insurance for its employees, or self-insurance to the extent permitted by applicable law under a plan of self-insurance that is also maintained in accordance with sound accounting practices. Parties shall furnish (upon request) to one another satisfactory evidence of the existence of an insurance reserve adequate for the risks involved hereunder. It is expressly agreed that Parties will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that each Party's insurance covers all cost and expense respective to each Party's obligations under this Agreement.

**VIII.**  
**LIABILITY**

City and County agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity, or other defenses available to the parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third

persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

**IX.  
NOTICE**

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

**To County:** Fire Marshal  
County of Dallas  
Records Building  
500 Elm St. – Room 500  
Dallas, Texas 75202

**To City:** Fire Chief, Stacy Hickson  
Hutchins Fire & Rescue  
1525 E. Wintergreen Road  
Hutchins, Texas 75141

**X.  
MISCELLANEOUS**

A. Applicable Law. This Agreement is expressly made subject to County’s Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

B. Fiscal Funding. Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. City shall have

no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

C. Entire Contract. This Agreement, including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

D. Binding Effect. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provision shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. Open Records. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that the Parties, their officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any information, or any part thereof, or other items or information furnished to Parties whether or not the same are available to the public. It is further understood that the Parties, their officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the Parties, their officers and employees shall have no liability or obligations to each other for the disclosure to the public, or to any person or persons, of any information, or a part thereof, or other items or data furnished to the Parties by each other in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

J. Force Majeure. Neither party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, tornado, wind, hurricane, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, pandemic or epidemic, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

K. Authority. This Agreement shall not become effective until approved by City Resolution and Commissioners' Court Order. A copy of the respective Resolution and Order will be furnished to each signing entity.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

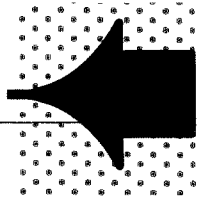
**EXECUTED** this the 4<sup>th</sup> day of September, 2025.

**COUNTY:**

**CITY:**

\_\_\_\_\_

\_\_\_\_\_



BY: Clay Lewis Jenkins

BY:

Dallas County Judge

Mayor of City of Hutchins, Texas

**RECOMMENDED BY:**

By: Jonathon-Dallas County Assistant Court Administrator

By: Robert De Los Santos – County Fire Marshal

APPROVED AS TO FORM\*:

JOHN CREUZOT  
CRIMINAL DISTRICT ATTORNEY

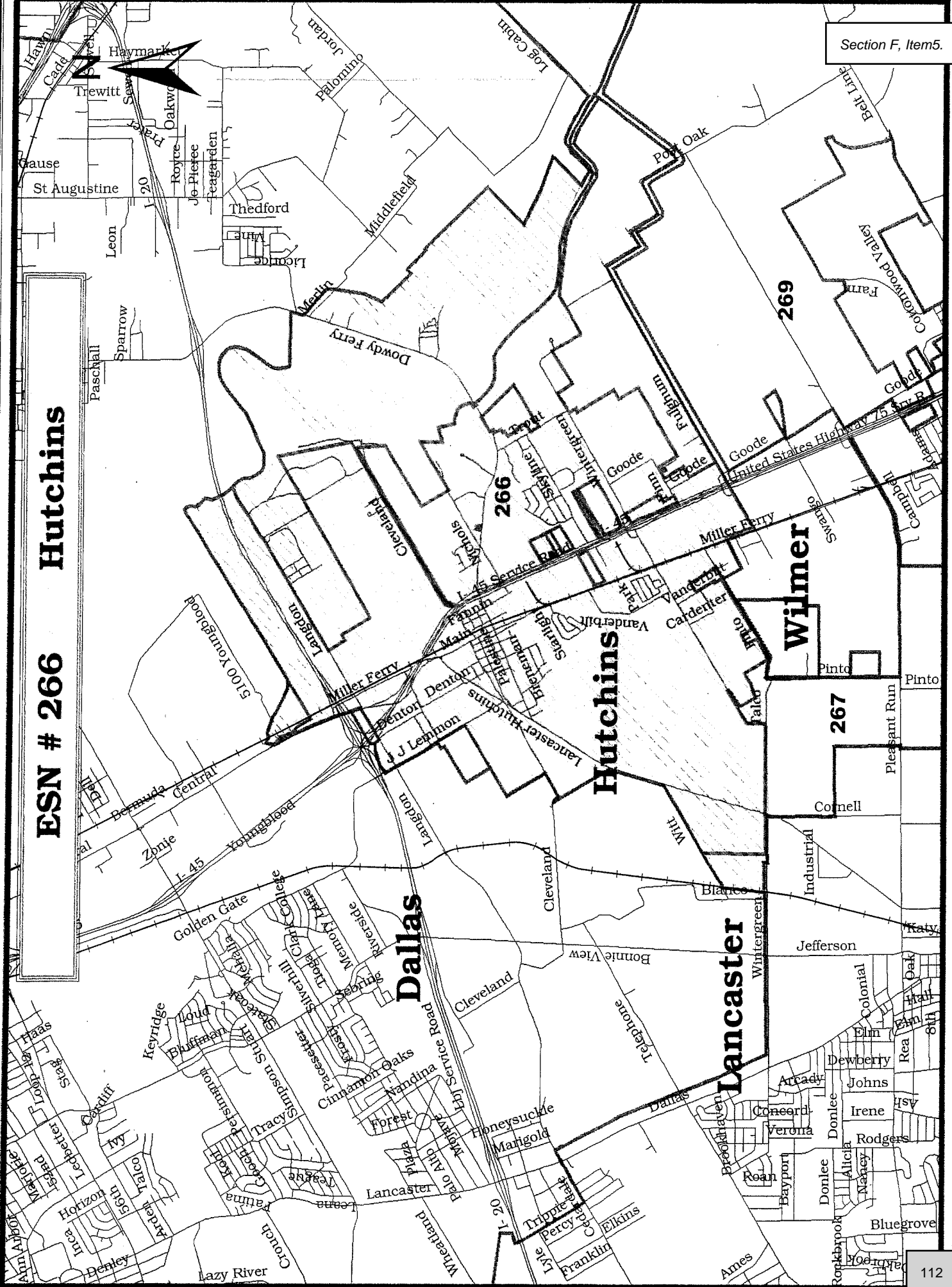
BY: \_\_\_\_\_

Rebecca L. Lundberg  
Assistant District Attorney

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

**EXHIBIT "A"**  
**FIRE PROTECTION ZONE MAP**

**ESN # 266 Hutchins**





# STAFF REPORT

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<b>MEETING DATE:</b>	July 21, 2025
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	S. Hickson
<b>AGENDA CAPTION:</b>	Discuss and consider Resolution R2025-07-1277 OF THE CITY OF HUTCHINS, TEXAS APPROVING THE TERMS AND CONDITIONS OF THE AMBULANCE SERVICES AGREEMENT BY AND BETWEEN DALLAS COUNTY AND THE CITY OF HUTCHINS FOR THE CITY TO PROVIDE AMBULANCE SERVICES TO THE UNINCORPORATED AREAS OF DALLAS COUNTY AT AND/OR NEAR THE CORPORATE LIMITS OF THE CITY. Presented by: S. Hickson, Fire Chief

---

## **Background Information**

This is the renewal for the Dallas County Mutual Aid Agreement for Fire and Ambulance Responses inside the unincorporated areas of Dallas County.

## **Budget Implications**

The City of Hutchins will be paid \$600.00 (Six Hundred Dollars) for fire responses and \$700.00 (Seven Hundred Dollars) for Ambulance responses. The agreement will begin October 1, 2025 and run thru September 30, 2028.

## **Operational Impact**

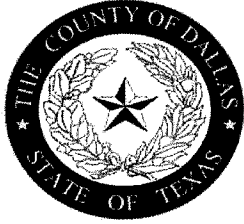
## **Legal Review**

## **Staff Recommendation**

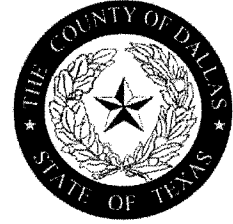
Staff recommends the renewal of the Dallas County Mutual Aid Plan for fire and EMS response in the unincorporated areas of Dallas County.

## **Supporting Documentation and Attachments**

Attached



**Dallas County  
Fire Marshal's Office  
500 Elm Street, Suite 0500, Dallas, Texas 75202  
Main: 214.653.7970 Fax: 214.653.6372**



DATE: June 26, 2025  
TO: Chief Hickson, Hutchins Fire & Rescue  
FROM: Robert De Los Santos – Chief – Dallas County Fire Marshal  
REF: Renewal Contracts for Fire & Ambulance Protection

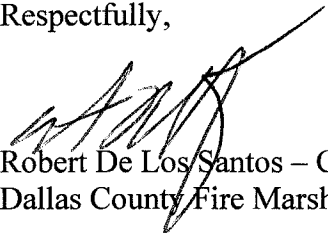
Chief,

It is time to renew the interlocal service agreements between the City of Hutchins, Texas and Dallas County, Texas. Attached you will find the contracts for the Fire and Ambulance Protection of the unincorporated areas adjacent to your city. After your review, please forward these to your Mayor and City Council for a resolution approving said contracts. The renewal date is October 1, 2025, and runs for a three-year period, as identified within the documents. There is one main change to this year's contracts, in that we have increased the run amounts for both fire and ambulance responses. We hope that the increases will meet your approval.

Attached to each document is an area response map of the assigned county district. Also, attached is one extra copy of the response map for your department. Please leave the maps that are attached to each document for the official record. Upon completion of your city resolution and mayor's signature, please notify me and we will have them picked up. From that point they must go before the Dallas County Commissioners Court for their approval. A copy of the fully signed contract will be returned to you immediately thereafter.

We thank you and your department for your continued assistance in covering the assigned portions of unincorporated Dallas County adjacent to your city. If you have any questions, please contact me at 214/653-7970.

Respectfully,

  
Robert De Los Santos – Chief  
Dallas County Fire Marshal

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R 2025-07-1277**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE AMBULANCE SERVICES AGREEMENT BY AND BETWEEN DALLAS COUNTY AND THE CITY OF HUTCHINS FOR THE CITY TO PROVIDE AMBULANCE SERVICES TO THE UNINCORPORATED AREAS OF DALLAS COUNTY AT AND/OR NEAR THE CORPORATE LIMITS OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Dallas County (“County”) has requested the City of Hutchins (“City”) to provide ambulance services (“Services”) to certain unincorporated areas of Dallas County, Texas adjacent and/or near to the City’s corporate limits; and

**WHEREAS**, Dallas County has agreed to reimburse the City for providing such Services; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes the Ambulance Services Agreement (“Agreement”) between the City and the County; and

**WHEREAS**, the City Council finds that it is in the public interest to approve the Agreement between Dallas County and the City; and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor is authorized to execute the Agreement on behalf of the City of Hutchins, Texas.

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

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 21st day of July 2025.

CITY OF HUTCHINS, TEXAS

---

Mario Vasquez, Mayor

ATTEST:

---

Cynthia Olguin, City Secretary

**EXHIBIT "A"**  
**Ambulance Services Agreement**

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

**CITY OF HUTCHINS, TEXAS**  
**INTERLOCAL AGREEMENT**  
**AMBULANCE SERVICES**

This Interlocal Agreement (“Agreement”) is entered into by and between the City Hutchins, Texas (the “City”) and Dallas County, Texas (the “County”). The County and the City may hereinafter be referred to individually as a “Party,” or collectively, the “Parties.”

**RECITALS:**

**WHEREAS**, the Interlocal Cooperation Act (the “Act”), Government Code Chapter 791, authorizes both the County and the City to contract to perform governmental functions and services; specifically, to perform ambulance and emergency medical services;

**WHEREAS**, the City has agreed to provide ambulance and emergency medical services to the unincorporated areas of the County, and

**WHEREAS**, County has requested the City to provide such services with City-owned and City-operated ambulance equipment,

**NOW THEREFORE**, this Agreement (the “Agreement”) between City and County is hereby made by and between said City and County as follow:

**I.**  
**SERVICES**

For the consideration stated herein, the City agrees to (i) furnish ambulance services and, (ii) to answer all ambulance calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official ambulance zone map of County, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished to the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Response shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

**II.**  
**TERM**

This Agreement shall be in effect during the County fiscal year of October 1, 2025 through September 30, 2026 and will automatically be extended for two (2) additional one-year fiscal periods (October 1, 2026 through September 30, 2027, and October 1, 2027 through September 30, 2028) provided, and only if County appropriates and budgets the necessary funds to pay for ambulance services in each of the succeeding one-year periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

**III.**  
**DEFINITIONS**

A. An “Ambulance Run” shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or where valid reasons can be provided by City as to why there was no need to administer treatment. An Ambulance Run does not include the routine dispatch of an ambulance vehicle to the location/address of a “Fire Run” (as defined below), when the necessity of an ambulance vehicle at such location/address does not exist and is not required to meet the requirements of a valid Ambulance Run or a Fire Run.

B. The “Minimum Ambulance Staffing” shall be defined as follows: (i) Advanced Life Support (“ALS”) units shall have a minimum of one (1) EMT-Paramedic and one EMT-Basic, and (ii) Basic Life Support (“BLS”) units shall have a minimum of two (2) EMT-Basics.

C. A “Fire Run” shall mean a fire department response with a fire protection vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire or when valid reasons are provided by City as to why there was no need to apply an extinguishing agent to a fire.

**IV.**  
**REIMBURSEMENT BY COUNTY**

The County agrees to reimburse the City at the rate of SEVEN HUNDRED NO/100 DOLLARS (\$700.00) for each approved Ambulance Run that the City makes into the defined unincorporated area.

In order for the City to be eligible for reimbursement for a run, the Ambulance Run must be to a location within the unincorporated area assigned to the City. When the City receives an original call for an Ambulance Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff's Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated areas during the preceding month. Ambulance Runs that are not to a location in the assigned unincorporated area or that have not been approved prior to mutual aid assistance call will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs. The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City Report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for an Ambulance Run when (i) an ambulance is routinely dispatched to the same location/address of a Fire Run (ii) the necessity for an ambulance at the location/address of a Fire Run does not exist, or (iii) an ambulance is not required to meet the requirements of a valid Ambulance Run or a Fire Run. County will reimburse City for all eligible Ambulance Runs within thirty (30) days after the end of each quarter year during the Agreement Term.

**V.**  
**FEES CHARGED TO CITIZENS**

The City may collect from the citizens the same fee for ambulance service in the assigned unincorporated areas that it charges for like services in the City. The City shall not charge the citizens in the assigned unincorporated area more for services than it charges for like services in the City. The County

shall not assist in the collection of any fees charged by the City. No reimbursement for uncollected fees shall be made by County.

Payment shall be for “per ambulance utilized” not for “per patient transported”. In multi-injury incidents/situations, each ambulance must transport two patients per ambulance, except in those cases where cardiopulmonary resuscitation (“CPR”) is in progress or where multiple injuries involving a patient in a life-threatening situation who must receive extensive personal treatment while being transported.

**VI.**  
**TERMINATION**

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

**VII.**  
**INSURANCE**

Parties agree that they will at all times during this Agreement maintain in full force and effect insurance, including workers' compensation insurance for its employees, or self-insurance to the extent permitted by applicable law under a plan of self-insurance that is also maintained in accordance with sound accounting practices. Parties shall furnish (upon request) to one another satisfactory evidence of the existence of an insurance reserve adequate for the risks involved hereunder. It is expressly agreed that Parties will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that each Party’s insurance covers all cost and expense respective to each Party’s obligations under this Agreement.

**VIII.**  
**LIABILITY**

City and County agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity or other defenses available to the parties under federal or State law. Nothing in

this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

**IX.**  
**NOTICE**

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

**To County:** Dallas County Fire Marshal  
Records Building  
500 Elm St. – Room 500  
Dallas, Texas 75202

**To City:** Fire Chief, Stacy Hickson  
Hutchins Fire & Rescue  
1525 E. Wintergreen Road  
Hutchins, Texas 75141

**X.**  
**MISCELLANEOUS**

A. Applicable Law. This Agreement is expressly made subject to County’s Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

B. Fiscal Funding. Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. City shall have

no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

C. Entire Contract. This Agreement, including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

D. Binding Effect. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provision shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. Open Records. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that the Parties, their officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any information, or any part thereof, or other items or information furnished to Parties whether or not the same are available to the public. It is further understood that the Parties, their officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the Parties, their officers and employees shall have no liability or obligations to each other for the disclosure to the public, or to any person or persons, of any information, or a part thereof, or other items or data furnished to the Parties by each other in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

J. Force Majeure. Neither party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, tornado, wind, hurricane, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, pandemic or epidemic, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

K. Authority. This Agreement shall not become effective until approved by City Resolution and Commissioners' Court Order. A copy of the respective Resolution and Order will be furnished to each signing entity.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

**EXECUTED** this the 4<sup>th</sup> day of September, 2025.

**COUNTY:**

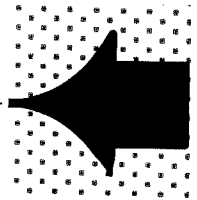
**CITY:**

\_\_\_\_\_  
BY: Clay Lewis Jenkins

\_\_\_\_\_  
BY:

Dallas County Judge

Mayor of City of Hutchins, Texas



**RECOMMENDED BY:**

\_\_\_\_\_  
By: Jonathon- Dallas County Assistant Court Administrator

\_\_\_\_\_  
By: Robert De Los Santos – County Fire Marshal

APPROVED AS TO FORM\*:

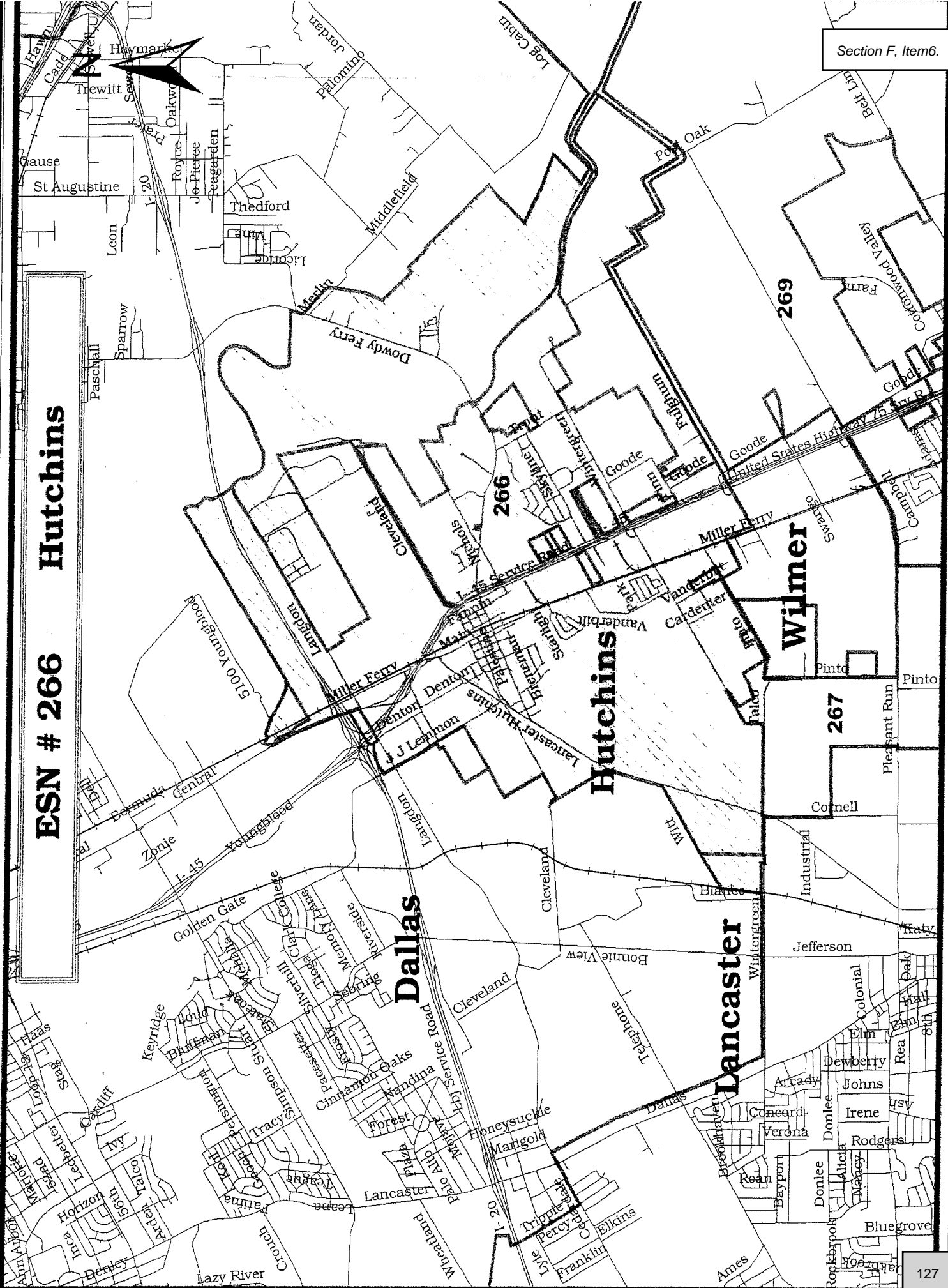
JOHN CREUZOT  
CRIMINAL DISTRICT ATTORNEY

BY: \_\_\_\_\_  
Rebecca L. Lundberg  
Assistant District Attorney

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

**EXHIBIT "A"**  
**AMBULANCE RESPONSE ZONE MAP**

**ESN # 266 Hutchins**



269

266

267

**Dallas**

**Hutchins**

**Lancaster**

**Wilmer**



# STAFF REPORT

**MEETING DATE:** July 21, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Maria Joyner

**AGENDA CAPTION:** Discuss and consider Resolution R2025-07-1278 OF THE CITY OF HUTCHINS, TEXAS APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF HUTCHINS AND BAXTER I.T. CONSULTING SERVICES FOR TECHNICAL SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED \$165,000.00 PER YEAR FOR THE TERM OF THE AGREEMENT. Presented by: Maria Joyner, Director of Finance

## Background Information

Information technology plays an increasingly important role in the success of the City. Users, hardware, diverse software packages, new applications, networking, City computer servers, and IT security, are all critical to our operation. In the growing world of Information technology Baxter IT has the expertise to provide the City of Hutchins with the critical security awareness and oversight to keep the City safe from unwanted malware attacks, and the professional expertise to move the City forward and enhance the functionality of our systems for citizens and users.

Modern Public Safety operations require rapid and voluminous communication through various systems. Baxter IT has been instrumental in setting up and maintaining the Public Safety systems at a reasonable cost to the City. During the past year Baxter IT has supported the Public Safety Department with all of their IT needs. Baxter IT completed the Public Safety radio project in 2025 and is currently working with Public Safety to upgrade the City's 911 system. Baxter IT will be instrumental in the implementation of the new CAD(Computer-Aided Dispatch) and RMS (Records Management System) system that was approved as part of the Series 2025A Bonds. Baxter IT has the professional experience and expertise to keep Public Safety up and running during routine operations as well as critical failures that require an immediate response. Baxter IT has worked on these projects while utilizing minimal Public Safety staff time.

Baxter has provided the Fire/EMS department with MDC/CAD(Mobile Data Computers and Computer-Aided Dispatch) network maintenance, cybersecurity support, and HIPAA compliance for the department's medical charting computers and has proven to be a reliable and trustworthy partner. Baxter IT has always been responsive after hours to assist with critical communication equipment, ensuring crews remain productive in the field.

Due to the upcoming move to City Hall, staff has compared pricing from various IT vendors for several projects. One project example is upgrading the City to .gov (changing from .org). The related cost from two vendors is presented below:

		OTHER
	BAXTER IT	VENDOR
TRANSITION TO .GOV	\$ 1,980	\$ 43,200

Due to the significant cost savings offered from Baxter IT, the City decided to utilize Baxter IT for the service. Baxter IT has also supported other City Departments with IT projects as requested by the City staff.

**Budget Implications**

Baxter IT proposed monthly cost is \$13,750 (\$165,000 annually). The cost includes the following **most important** features (and additional features are included in the attached agreement):

- 24/7 Phone Support
- Two Days Weekly On-Site
- 2 Hour On-Site Response When Needed (outside of the 2 days on site)

Due to numerous City projects associated with the New City Hall and Public Safety, it is more affordable to allow 2 days on-site in the agreement. The 2 days allow technology assistance with several City projects rather than paying an hourly rate. The cost associated with Information Technology services is included in the 2025 Adopted Budget.

**Legal Review**

The agreement was reviewed by the City Attorney.

**Staff Recommendation**

City staff has worked with the Chief Information Officer, Jim Barfield, for the best solution moving forward. The City will go through a formal bid process during the fall of 2025. In the interim, the Chief Information Officer is recommending that the City work with Baxter IT for the City’s Public Safety Technology needs and other City Technology needs.

**Supporting Documentation and Attachments**

Resolution R2025-07-1278  
 Information Technology Support and Maintenance Agreement

**CITY OF HUTCHINS  
RESOLUTION NO. R 2025-07-1278**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF HUTCHINS AND BAXTER I.T. CONSULTING SERVICES FOR TECHNICAL SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED \$165,000.00 PER YEAR FOR THE TERM OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hutchins has been presented with a proposed Agreement for Information Technology Support and Maintenance Agreement between the City and Baxter I.T. Consulting Services (the “Agreement”); and

**WHEREAS**, the City Council of the City of Hutchins finds it in the best interest of the City of Hutchins to authorize the City Administrator to execute the Agreement, attached hereto as Exhibit “A,” on behalf of the City of Hutchins.

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

**SECTION 1.** The City Administrator is authorized to negotiate and execute the Agreement, attached hereto and incorporated herein as Exhibit “A,” and all related documents thereto on behalf of the City of Hutchins.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 21st day of July, 2025.

CITY OF HUTCHINS, TEXAS

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

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary  
(07-17-2025: 4937-5691-9126, v. 1)

**EXHIBIT "A"**

**Information Technology Support and Maintenance Agreement**

4937-5691-9126, v. 1



# Information Technology Support and Maintenance Agreement

**Between:**  
**Baxter I.T. Consulting Services**  
and  
**The City of Hutchins**

**Effective Date:** [TBD]

**Version:** 2025.1  
**Prepared By:** Baxter I.T.



# BAXTER I.T. CONSULTING SERVICES

## *Next Generation Technology Services*

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### **Table of Contents**

- 1. Introduction**
- 2. Purpose**
- 3. Baxter I.T. Quality**
- 4. Scope of Services**
  - 4.1 Proactive Technical Support
  - 4.2 Reactive Technical Support
  - 4.3 Cybersecurity Preventative Maintenance
    - 4.3.1 Security Updates
    - 4.3.2 Firewall Maintenance
    - 4.3.3 Antivirus Updates
    - 4.3.4 Backups
    - 4.3.5 User Management
    - 4.3.6 Security Breach Notification
    - 4.3.7 Confidentiality of Security Information
  - 4.4 Technology Budgeting Services
  - 4.5 On-Site/Remote Support
- 5. Scope of Technology Assets**
  - 5.1 All Inventoried Systems
  - 5.2 Software
  - 5.3 Devices
  - 5.4 Staff
- 6. Additional Project Work**
- 7. Payment Terms**
  - 7.1 Non-Approved Hardware or Software
  - 7.2 End-of-Life Hardware and Software
- 8. Term and Termination**
  - 8.1 Duration of Agreement
  - 8.2 Termination Procedure
    - 8.2.1 Notice of Termination
    - 8.2.2 Obligations During Notice Period
    - 8.2.3 Effect of Termination
- 9. Confidentiality**
- 10. Limitation of Liability**
  - 10.1 General Limitation
  - 10.2 End-of-Life Hardware and Software
  - 10.3 Third-Party Interference
  - 10.4 Third-Party Access Notification
- 11. Indemnification**
- 12. Insurance Coverage**
- 13. 3rd Party Vendor Applications and Services Indemnification**
- 14. Governing Law**
- 15. Signatures/Entire Agreement**



# BAXTER I.T. CONSULTING SERVICES

## *Next Generation Technology Services*

16. **Authorization**
  17. **Assignment**
  18. **Successors and Assigns**
  19. **Amendments**
  20. **Severability**
  21. **Survival of Covenants**
  22. **Recitals**
  23. **No Waiver of Immunity**
  24. **Notice**
  25. **Counterparts**
  26. **Availability of Funds**
  27. **Exhibits and Addendums]**
  28. **Audits and Records**
  29. **No Conflicts of Interest**
  30. **Compliance with Federal, State & Local Laws**
  31. **Force Majeure**
  32. **Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations**
  33. **No Excluded Nation or Foreign Terrorist Organization**
- Addendum A:** Inventoried Technology of the City



## 1. Introduction

Between: Baxter I.T. Consulting Services (“Baxter I.T.”), a Texas corporation located at 372 Town Place, Fairview, Texas 75069, and the City of Hutchins, Texas (the “City”), a Texas Type A general law municipal corporation located at 321 North Main Street, P.O. Box 500, Hutchins, Texas 75141 (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Date: [TBD]

## 2. Purpose

This Agreement outlines the terms and conditions for the provision of proactive and reactive technical support services, managing all inventoried systems, software, and devices for the City. Additionally, Baxter I.T. shall monitor and manage the cyber and physical security systems including recommendations and implementation of secure digital strategies for Information Technology (I.T.) management.

## 3. Baxter I.T Quality

Baxter I.T. stands at the forefront of I.T. Services within the DFW Metroplex, especially in serving local government entities. Our expertise encompasses a comprehensive understanding of local government infrastructure, advanced software applications, cybersecurity, and cutting-edge hardware solutions. We prioritize security and our team undergoes rigorous FBI background checks prior to employment, and each of our engineers consistently maintains CJIS compliance, passing stringent security assessments every year.

Our specialized focus on local government I.T. services empowers us to integrate collective insights from various cities, enabling us to deliver superior solutions, applications, and security measures tailored specifically for the City.

This agreement reflects our commitment to assist the City in enhancing their I.T. security posture through expert advice and approved implementations, while acknowledging the inherent challenges and limitations in completely preventing cyber and physical security incidents.

## 4. Scope of Services

### 4.1 Proactive technical support

Monitor and maintain the performance and stability of the City’s technology systems, software, devices, and take preventative measures to avoid potential problems.



## 4.2 Reactive technical support

Respond to and resolve any technical issues or problems that arise in the City's technology systems, software, devices in a timely and efficient manner.

## 4.3 Cybersecurity Preventative Maintenance

Baxter I.T. recognizes the importance of maintaining strong cybersecurity measures to protect the City's technology systems, software, devices, and data. As such, Baxter I.T. will perform the following preventative maintenance measures on a regular basis:

### 4.3.1 Security Updates

Keep security software and operating systems updated with security patches and upgrades.

### 4.3.2 Firewall Maintenance

Monitor and maintain the firewall to ensure that it is properly configured and functioning to protect against unauthorized access.

### 4.3.3 Antivirus Updates

Keep antivirus software updated and perform regular scans to detect and remove any viruses or malware.

### 4.3.4 Backups

Regularly perform backup and disaster recovery procedures to ensure that the City's data is protected in the event of a system failure.

### 4.3.5 User Management

Monitor and manage user accounts and permissions to ensure that only authorized personnel have access to sensitive information.

### 4.3.6 Security Breach Notification

Baxter I.T. shall immediately inform the City if any security breach occurs and shall work with the City to promptly resolve any security issues to the best of its ability.

### 4.3.7 Confidentiality of Security Information

Maintain all information relating to security issues in strict confidence and shall use all reasonable efforts to prevent any unauthorized access, use, alteration, or destruction of such information.



# BAXTER I.T. CONSULTING SERVICES

*Next Generation Technology Services*

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## 4.4 Technology Budgeting Services

Provide the City with technology budgeting services specifically related to the analysis of existing technology inventoried items and new proposed technology. Baxter I.T. shall conduct a thorough review of the City’s current technology assets and analyze end-of-life and licensing information to provide the City with a comprehensive technology budget plan. Baxter I.T. shall use reasonable care and skill in performing the technology budgeting services and shall comply with any industry standards applicable to technology budgeting. The City shall provide Baxter I.T. with all necessary information and access to records required for the performance of the technology budgeting services.

## 4.5 On-Site/Remote Support

Baxter I.T. shall provide on-site support two days per week—Tuesdays and Thursdays— during normal business hours (8:00 AM to 5:00 PM CST). Remote support will be available 24/7 for after-hours and emergency situations. In the event of a critical issue, Baxter I.T. will respond with its full complement of engineers to resolve the matter as quickly as possible.

## 5. Scope of Technology Assets

The attached addendum lists the technology assets for which Baxter I.T. will provide proactive and reactive technical support to the City. The technology assets included in the scope of this agreement are as follows:

### 5.1 All Inventoried Systems

(See Addendum A) Technology items that incorporate a collection of different software, hardware, and licensing components. City systems are the critical backbone of I.T. operations.

### 5.2 Software

Software applications and operating systems that are used by the City, including but not limited to, specialized City applications, Microsoft Office, web browsers, email, and security software.

### 5.3 Devices

Peripherals and devices, such as printers, scanners, and other external devices that are used in conjunction with the City’s technology systems.



## 5.4 Staff

City-employed and authorized non-employed personnel who utilize the technology assets and may require technical support, in coordination with the City's HR department.

## 6. Additional Project Work

Project work is defined as major enhancements to existing inventoried items, or implementation of new hardware, software, systems. This work will be scoped separately and billed as project work. Baxter I.T. will provide technical work related to projects for the City at a discounted hourly rate of \$145.00 per hour. This rate includes all necessary labor to complete the work. The City will be responsible for payment of any expenses incurred by Baxter I.T. in connection with this work, such as materials, software, hardware, or licensing.

## 7. Payment Terms

The City shall make monthly payments to Baxter I.T. for the technology support services as outlined in this agreement. The monthly fee shall be \$13,750.00. Payment shall be due on the first of each month and shall be considered late if not received by the end of each month. If payment is not received within 30 days of the due date, Baxter I.T. reserves the right to suspend technology support services until payment is received in full. The City shall be responsible for any late fees or interest charges incurred as a result of late payment. Baxter I.T. shall provide the City with an invoice for the technology support services on a monthly basis.

Baxter I.T. may annually adjust service fees based on:

- Growth in the City's technology inventory or user base
- Cost-of-living adjustments
- Significant changes to infrastructure, systems, or staffing

Baxter I.T. will provide a minimum of 60 days' written notice prior to any rate change. Rate changes will align with the City's fiscal year unless otherwise mutually agreed.



# BAXTER I.T. CONSULTING SERVICES

*Next Generation Technology Services*

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## 7.1 Non-Approved Hardware or Software

If the City purchases or deploys any hardware or software without prior approval from Baxter I.T., the City acknowledges that Baxter I.T. may charge an additional fee at its standard hourly rate to support, troubleshoot, repair, or integrate such hardware or software into the existing infrastructure. Baxter I.T. shall notify the City in writing when this fee applies and provide an estimate before performing any billable work.

## 7.2 End-of-Life Hardware and Software

The City acknowledges that supporting or repairing hardware and software identified by Baxter I.T. as end-of-life typically requires additional time and resources. Therefore, Baxter I.T. reserves the right to charge the City at its standard hourly rate for work performed on such end-of-life hardware or software. Baxter I.T. will notify the City prior to performing billable work and provide an estimate of anticipated costs.

## 8. Term and Termination

### 8.1 Duration of Agreement

This Agreement shall commence upon the effective date and remain in full force for a period of one (1) year. Following the initial one-year term, the agreement shall automatically renew on an annual basis. This annual renewal will continue year after year until either Party submits a formal request for termination in accordance with the termination procedures outlined in this Agreement.

### 8.2 Termination Procedure

#### 8.2.1 Notice of Termination

Either Party may terminate this Agreement by providing the other Party with a written notice of termination. Such notice shall specify the date of termination, which shall be no less than ninety (90) days from the date the notice is delivered.

#### 8.2.2 Obligations During Notice Period

During the notice period, both Parties shall continue to fulfill their obligations under the original agreement. Baxter I.T. shall continue to provide the services outlined in the original agreement, and the City shall continue to make timely payments for services rendered.



## 8.2.3 Effect of Termination

Upon the expiration of the notice period, this Agreement shall be considered terminated, and neither Party shall have any further obligations to the other under the terms of the original agreement, except for those obligations that, by their nature, are intended to survive termination.

## 9. Confidentiality

Baxter I.T. agrees to maintain the confidentiality of all confidential information belonging to the City and to use such information solely for the purposes of fulfilling its obligations under this Agreement. Both Parties further agree to maintain the confidentiality of the terms and conditions of this Agreement, except where disclosure is pursuant to the order or requirement of a court, administrative agency, governmental body, the Texas Public Information Act, or other applicable law; provided, however, that the recipient shall provide prompt notice of such court order or requirement to the disclosing Party to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure

## 10. Limitation of Liability

### 10.1 General Limitation

In no event shall Baxter I.T. be liable for any indirect, incidental, special, or consequential damages arising from this Agreement, or the services provided under this Agreement, even if Baxter I.T. has been advised of the possibility of such damages.

### 10.2 End-of-Life Hardware and Software

The City agrees that all hardware and software must be maintained in an up-to-date condition and must not be classified as end-of-life. Baxter I.T. shall notify the City if any hardware or software reaches end-of-life status. Baxter I.T. shall not be liable for any network breaches, data loss, or other security incidents resulting from the continued use of hardware or software that Baxter I.T. has previously identified and communicated as end- of-life or outdated.

### 10.3 Third-Party Interference

Baxter I.T. shall not be held liable for any damages, service disruptions, data loss, or security breaches resulting from the actions, negligence, or interference of any individual or entity not employed by or under the direct management of Baxter I.T., including but not limited to non-City personnel, third-party IT providers, contractors, consultants, or unauthorized users.



## 10.4 Third-Party Access Notification

The City acknowledges that third-party access to their network, systems, or infrastructure may negatively affect performance, security, or stability. Accordingly, Baxter I.T. shall not be responsible for any resulting issues, failures, or liabilities. The City agrees to notify Baxter I.T. in writing prior to granting any third-party access to systems or environments under Baxter I.T.'s management. Failure to provide such notice shall release Baxter I.T. from any obligation to support, troubleshoot, or remediate issues caused by such third-party involvement.

## 11. Indemnification

**THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF BAXTER I.T. PURSUANT TO THIS AGREEMENT. BAXTER I.T. HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS THE "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY. BAXTER I.T. AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE BAXTER I.T.'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF BAXTER I.T., ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS, OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, BAXTER I.T., ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT BAXTER I.T.'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. BAXTER I.T.'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY BAXTER I.T. UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**



## **12. Insurance Coverage**

Baxter I.T. maintains the following insurance policies to ensure adequate protection while performing services under this Agreement:

Information Technology Professionals Liability: \$2,000,000

Private Security Liability Insurance: \$2,000,000 Automobile

Liability Insurance: \$1,000,000

Baxter I.T. agrees to maintain these coverages throughout the term of this Agreement and to provide certificates of insurance to the City upon request.

## **13. 3<sup>rd</sup> Party Vendor Applications and Services Indemnification**

Baxter I.T. is not responsible for any downtime or loss that may occur due to the use of third-party applications or services. Essentially, this clause protects Baxter I.T. from any liabilities that may arise from the failure or malfunction of applications or services provided by a third-party vendor. Baxter I.T. shall not be responsible for any consequences resulting from the use of these third-party applications or services, and shall not be held liable for any resulting damages or losses incurred by the City.

## **14. Governing Law; Venue**

The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Dallas Division). The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

## **15. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings or agreements, whether written or verbal, relating to the subject matter of this agreement. This agreement may not be amended or modified except in writing signed by both Parties.

## **16. Authorization**

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

## **17. Assignment**

Baxter I.T. may not assign this Agreement in whole or in part without the prior written consent of



the City. In the event of an assignment by Baxter I.T. to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

## **18. Successors and Assigns**

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

## **19. Amendments**

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

## **20. Severability**

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

## **21. Survival of Covenants**

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

## **22. Recitals**

Any recitals to this Agreement are incorporated herein.

## **23. No Waiver of Immunity**

The Parties agree that City has not waived immunity by entering into and performing their respective obligations under this Agreement.

## **24. Notice**

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



If intended for City:

City of Hutchins, Texas  
Attn: James Quin, City Administrator  
321 North Main Street, P.O. Box 500  
Hutchins, Texas 75141  
Telephone: (972) 225-6121  
[jquin@cityofhutchinstx.gov](mailto:jquin@cityofhutchinstx.gov)

With a copy to:

Nichols | Jackson, L.L.P.  
Attn: Joseph J. Gorfida, Jr., City Attorney  
500 North Akard Street, Suite 1800  
Dallas, Texas 75201  
Telephone: (214) 965-9900  
[jgorfida@nicholsjackson.com](mailto:jgorfida@nicholsjackson.com)

If intended for Baxter I.T.

Baxter I.T. Consulting Services, Inc.  
Attn: \_\_\_\_\_  
372 Town Place  
Fairview, Texas 75069

**25. Counterparts**

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

**26. Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Baxter I.T. may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

**27. Exhibits and Addendums**

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

**28. Audits and Records**

Baxter I.T. agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine, and reproduce any and all of Baxter I.T.'s records relating to the services provided pursuant to this



Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

## **29. No Conflicts of Interest**

Baxter I.T. represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

## **30. Compliance with Federal, State & Local Laws**

Baxter I.T. shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

## **31. Force Majeure**

No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

## **32. Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations**

- (a) Baxter I.T. 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) Baxter I.T. 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) Baxter I.T. verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Baxter I.T. is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Baxter I.T. has ten (10) or more fulltime



# BAXTER I.T. CONSULTING SERVICES

*Next Generation Technology Services*

Section F, Item 7.

employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

### **33. No Excluded Nation or Foreign Terrorist Organization**

Baxter I.T. certifies that Baxter I.T. is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

***[Signature Page to Follow]***



# BAXTER I.T. CONSULTING SERVICES

Next Generation Technology Services

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

CITY OF HUTCHINS, TEXAS

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

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(07-17-2025: 4896-9381-7686, v. 1)

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

BAXTER I.T. CONSULTING SERVICES, INC.

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

\_\_\_\_\_



## ADDENDUM A: INVENTORIED TECHNOLOGY OF THE CITY

As of DATE: 05-02-2025

HW/SW	Equipment Type	Quantity	Notes
	Sites	9	New City Hall, Old City Hall, PSB, Animal Shelter, FS2, Public Works, EDC, Library, Community Center
HW	Desktops/Laptops	112	
HW	Printers	40	8 at City Hall , 6 at PSB, 2 at FS2, 16 in Squad Cars, 2 @ Pub Wks, 1 @ EDC, 5 @ Library/Comm Center
HW	WiFi Units	42	20 @ New City Hall 3 @ Old City Hall, 11 @ PSB, 1 @ Animal Control, 2 @ FD, 3 in Lib/Sr, 1 @ EDC, 1 @ Pub Wks.
HW	Servers (Host + VM)	24	2 Host at City Hall, 5 Hosts at PD, 1 Host at Library
HW	Routers/Switches	34	Switches + SonicWalls
HW	Mobile Devices	32	Managed Phones and Tablets
APP	User Apps	21	STW, OpenGov, UCx, LT Systems, ArcGIS, Crimes, NetMotion, Watchguard Video, Lenel S2, USDD, ESO, DW, NetExtender, BADGE, Nice Recording, Axon, WCCTV, Brazos, Active911, KnoxConnect, Laserfiche
APP	Office 365/Exchange	321	64 Office g3 licenses, 49 Office g1 licenses, 102 Azure P1, 102 Defender P2, 3 Teams Audio Conf, 1 Apps for GCC
HW	Cellular Routers	22	17 in PD Cars, 5 in FD Vehicles



# STAFF REPORT

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**MEETING DATE:** July 15, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Cynthia Olguin

**AGENDA CAPTION:** Discuss and consider reappointments to the Atwell Public Library Board. Presented by: Cynthia Olguin, City Secretary

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### **Background Information**

The Hutchins City Council annually, or as needed, makes appointments to all Boards and Commissions.

The Atwell Public Library Board is made up of six (6) members. Three seats are up for reappointment with terms expiring in July 2026.

All current Board members are seeking reappointment.

- Brenda Campbell, Regular Member
- Glenda Gilliam, Regular Member
- Jessica Sanchez, Regular Member

### **Staff Recommendation**

Staff recommend the appointments by motion:



*EXAMPLE:*

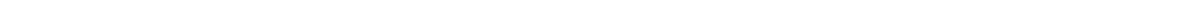
*1. I make a motion to appoint:*

\_\_\_\_\_ (name)

\_\_\_\_\_ (name)

\_\_\_\_\_ (name)

*To the Atwell Public Library for two-year terms expiring in July 2027.*







# STAFF REPORT

**MEETING DATE:** July 15, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Cynthia Olguin

**AGENDA CAPTION:** Discuss and consider reappointments to the Hutchins Economic Development Corporation. Presented by: Cynthia Olguin, City Secretary

**Background Information**

The Hutchins City Council annually, or as needed, makes appointments to all Boards and Commissions.

The Hutchins Economic Development Corporation is made up of seven (7) regular members.

The following Board Member terms expire in 2025, and all are seeking reappointment. No other applications were received:

All current Board members are seeking reappointment.

- Raymond Elmore
- Norma Harlin
- Demarcus Odom

**Staff Recommendation**

Staff recommends the appointments by motion:

*EXAMPLE:*

*I make a motion to appoint:*

\_\_\_\_\_ (name)

\_\_\_\_\_ (name)

\_\_\_\_\_ (name)

*To the Hutchins Economic Development Corporation for a two-year term expiring in July 2027.*



# STAFF REPORT

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**MEETING DATE:** July 15, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Cynthia Olguin

**AGENDA CAPTION:** Discuss and consider reappointments to the Parks and Recreation Board. Presented by: Cynthia Olguin, City Secretary

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**Background Information**

The Hutchins City Council annually, or as needed, makes appointments to all Boards and Commissions.

The Parks and Recreation Board is made up of five (5) regular members and two (2) alternate members. The following Commission Member terms expired in 2025:

All current Board members are seeking reappointment.

- Cecile Gardner, Place 1
- David Coleman, Place 3
- Brenda Campbell, Place 5,
- Demarcus Odom, Alternate, Place A1

**Staff Recommendation**

Staff recommends the appointments by motion:

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*EXAMPLE:*

*I make a motion to reappoint:*

- \_\_\_\_\_ (name), for Place 1
- \_\_\_\_\_ (name). for Place 3
- \_\_\_\_\_ (name). for Place 5
- \_\_\_\_\_ (name). for Alternate Place 1

*To the Parks and Recreation Board for a two-year term expiring in July 2027.*

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# STAFF REPORT

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**MEETING DATE:** July 15, 2025

**MEETING TYPE:** City Council

**SUBMITTED BY:** Cynthia Olguin

**AGENDA CAPTION:** Discuss and consider reappointments to the Planning and Zoning Commission. Presented by: Cynthia Olguin, City Secretary

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**Background Information**

The Hutchins City Council annually, or as needed, makes appointments to all Boards and Commissions.

The Planning and Zoning Commission is made up of five (5) regular members and two (2) alternate members. The following Commission Members terms expire in 2025:

All current members are seeking reappointment. No other applications were received.

- Tod Davis, seeking reappointment
- Joseph Matthews, seeking reappointment
- Ed Williams, seeking reappointment

**Staff Recommendation**

Staff recommends the appointments by motion:

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*EXAMPLE:*

*I make a motion to appoint:*

\_\_\_\_\_ (name)

\_\_\_\_\_ (name)

\_\_\_\_\_ (name)

*To the Planning and Zoning Commission for a two-year term expiring in July 2027.*

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# AGENDA STAFF REPORT

**MEETING DATE:** July 21, 2025

**SUBMITTED BY:** Guy Brown, Ex. Dir HEDC

**AGENDA CAPTION:** Deliberation regarding Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in §551.087. Deliberation regarding economic development negotiations. 1220 Dowdy Ferry Road.

### **Background Information**

The HEDC received a request for assistance from GFS Logistics related to property located at 1220 Dowdy Ferry Road in Hutchins. The applicant intends to build a warehouse facility at the location.

### **Budget Implications**

The City of Hutchins could receive significant taxes and impact fees from the development. The Executive Director will present a cost/benefit estimate at the meeting.

### **Operational Impact**

On June 26, 2005 this item was recommended by the HEDC Board of Directors, the item subsequently goes to the City Council for final approval.

### **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 GFS Logistics LLC for property located at 1220 Dowdy Ferry.

### **Supporting Documentation and Attachments**

- Application from GFS Logistics LLC
- Resolution approving the 380 Agreement
- Draft Chapter 380 Agreement

STATE OF TEXAS           §  
   §                                   **ECONOMIC DEVELOPMENT AGREEMENT**  
 COUNTY OF DALLAS       §

This Economic Development Agreement (“Agreement”) is made by and between the City of Hutchins, Texas (“City”), and Global Fulfillment Solutions, Ltd., a Texas Limited Partnership, doing business as GFS Logistics (the “Company”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**WITNESSETH:**

**WHEREAS**, Company owns or is under contract to purchase the real property located at 1220 Dowdy Ferry Road, Hutchins, Texas 75217, and described in Exhibit “A”, (the “Land”) and intends to construct or cause to be constructed thereon a building containing approximately 350,000 square feet of distribution space (hereinafter defined as the “Improvements”); and

**WHEREAS**, Company has advised City that a contributing factor that would induce Company to cause the construction of the Improvements would be an agreement by City to provide the Improvement Grants (hereinafter defined) to Company to defray a portion of the costs associated with the Improvements; and

**WHEREAS**, City has adopted programs for promoting economic development and this Agreement and the Improvement Grants set forth herein are given and provided by City pursuant to and in accordance with those programs; and

**WHEREAS**, City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in City; and

**WHEREAS**, City has determined that making the Improvement Grants to be provided to Company in accordance with this Agreement will further the objectives of City, will benefit City and City’s inhabitants, and will promote local economic development and stimulate business and commercial activity in City; this Agreement is in accordance with City’s economic development program and will: (i) further the objectives of City; (ii) benefit City and City’s inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in City.

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Appraisal District” shall mean the Dallas Central Appraisal District, or its successor.

“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.

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

“Commencement Date” shall mean the date a certificate of occupancy is issued by City for the occupancy of the Improvements by Company.

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

“Company” shall mean Global Fulfillment Solutions, Ltd., a Texas Limited Partnership, doing business as GFS Logistics.

“Company Affiliate” shall mean any entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Company, or any entity the ownership of which is substantially the same as the ownership of Company.

“Completion of Construction” shall mean: (i) the Improvements has been substantially completed; and (ii) the City has issued a certificate of occupancy for the occupancy of the Improvements 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 Improvements, 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 date of payment of the last of Improvement Grants.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, (provided such delay is not the result of actions by Company), 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 are 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” or “FTE” means one or more positions filled by individuals scheduled to work at the Improvements for a combined total of at least 2,080 hours, including any paid time off, during an Employment Period. The number of FTEs for an Employment Period shall be based on a weekly average count of FTEs working at the Improvements during each calendar week during the Employment Period.

“Grant Year” shall mean January 1 of the Tax Year except the “First Grant Year” shall mean the Tax Year following the calendar year in which the Commencement Date occurs.

“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, whether general or special, ordinary, or extraordinary, foreseen, or 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 mean a building containing approximately 350,000 square feet of distribution space, including other ancillary facilities such as required parking and landscaping, to be constructed on the Land more fully described in the submittals filed by Company with City from time to time to obtain one or more building permits for construction of the Improvements.

“Improvements Grants” shall mean five (5) consecutive annual economic development grants to be provided by City to Company, each in an amount equal to fifty percent (50%) of the ad valorem taxes assessed by City against the Improvements and collected by City for the applicable Grant Year, 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 City for payment of the applicable Improvements Grant, which request shall be accompanied by copies of tax statements and/or receipt(s) and/or other evidence reasonably satisfactory to City to establish that the ad valorem taxes assessed by City against the Real Property have been timely paid for such Grant Year; and (ii) employment records and such other evidence reasonably requested by City to document the required Employment Positions.

“Real Property” shall collectively mean the land and the Improvements following Completion of Construction thereof.

“Related Agreements” shall mean any agreement (not including this Agreement) by and between City and/or HEDC, and Company and/or a Company Affiliate.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” shall mean the appraised value as certified by the Appraisal District as of January 1 of the given Tax Year.

**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**  
**Economic Development Grants**

3.1 Improvements Grants. Subject to the obligation of Company to repay the Improvement Grants pursuant to Article V herein, and the continued satisfaction of all the terms and conditions of this Agreement, and further provided the Taxable Value of the Improvements is at least \$30 Million (the “Minimum Taxable Value”) as of January 1 of each year during the term of this Agreement beginning with the First Grant Year, City agrees to provide Company with five (5) consecutive Improvement Grants, to be paid within thirty (30) days after City receipt of the applicable Payment Request following March 1 of each calendar year (or the immediately following business day if March 1 is not a business day), beginning with March 1 of the calendar year following the First Grant Year, provided City has timely received the ad valorem taxes assessed against the Real Property in full for the respective Grant Year (i.e., the tax year immediately preceding the year in which an Improvement Grant is to be made). Company shall submit a Payment Request for the Improvements Grants no earlier than March 1 of the calendar year that follows such Grant Year, but no later than 90-days thereafter, beginning March 1 of the calendar year, following the First Grant Year. Failure to timely submit a Payment Request for a given Grant Year shall operate as a forfeiture of the Improvements Grant for such Grant Year. The failure to achieve the Minimum Taxable Value for any Tax Year during the term of the Agreement shall not constitute a breach or default of this Agreement subject to termination and repayment of the Improvement Grants as provided in Article V hereof but shall operate as a forfeiture of such Improvements Grant. If such a forfeiture occurs Company will still be eligible to receive the remaining Improvements Grants for the remaining Grant Years provided Company is otherwise not in breach of or default of this Agreement or a Related Agreement.

3.2 Tax Protest. In the event, Company or another Party timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Improvements with the Appraisal District, the obligation of City to provide the applicable Improvements Grant for such Tax Year shall be abated until a final determination has been made of such protest or contest. In the event Company or another Party protests and/or contests results in a final determination that changes the appraised value and/or the Taxable Value of the Improvements or the amount of ad valorem taxes assessed and due for the Improvements (or portion thereof) after an Improvements Grant has been paid for such Tax Year, the Improvements Grant for such Tax Year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next Improvements Grant or within thirty (30) days after such determination in the event no further Improvements Grants are due under the Agreement.

3.3 Refunds and Underpayments of Grants. In the event City reasonably determines that the amount of an Improvement Grant paid by City to Company exceeded the amount due to Company under this Agreement, the City notify the Company and request that the Company refund the amount of such Improvement Grant that exceeded the correct amount to which Company was entitled (together with such records, reports, and other information necessary to support such determination), (referred to as the “Excess Grant”). Company shall have thirty (30) days from receipt of City's written notification to pay the Excess Grant to City. In lieu of repaying City, Company may instruct City in writing to reduce the amount of the next Improvement Grant

payment immediately following Company’s receipt of City’s written notice of the Excess Grant by the amount of the Excess Grant. If City reasonably determines that the amount by which such Improvement Grant was less than the correct amount to which Company was entitled (together with such records, reports, and other information necessary to support such determination), City shall pay the adjustment to Company not later than thirty (30) days after making such determination.

3.4 Construction Schedule. Company agrees, subject to delays resulting from events of Force Majeure to (i) cause Commencement of Construction of the Improvements to occur on or before December 31, 2025, and (ii) cause Completion of Construction of the Improvements to occur on or before December 31, 2027.

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

3.6 Current Revenue. The Improvements Grants made hereunder shall be paid solely from lawfully available funds pursuant to Texas Constitution Article II, Section 52-a, and Texas Local Government Code Chapter 380. Consequently, notwithstanding any other provision of this Agreement, City shall have no obligation or liability to provide any Grants except as allowed by law.

**Article IV  
Conditions to Grants**

The obligation of the City to provide the Improvements Grants shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the conditions set forth in this Article IV, provided however, the failure to meet a condition shall not prevent the payment of the applicable Grants prior to the specified deadline for satisfaction of the condition:

4.1 Payment Request. Company shall, as a condition precedent to the payment of each of the Improvements Grants, timely provide City with the applicable Payment Request.

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

4.3 Continuous Ownership and Occupancy. Company shall, beginning on the Commencement Date and continuing thereafter until the Expiration Date, continuously own and occupy the Improvements.

4.4 Employment Positions. Beginning on the second (2<sup>nd</sup>) anniversary of the Commencement Date and continuing thereafter until the Expiration Date not less than Twenty-

Five (25) Employment Positions shall have been created, filled, and maintained at the Improvements.

## **Article V Termination; Repayment**

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

- (a) By written agreement of the Parties.
- (b) Expiration Date;
- (c) On the date set forth in a written notice, by either Party in the event the other Party breaches any of the terms or conditions of this Agreement, or a Related Agreement, and such breach is not cured within thirty (30) days after the nonbreaching Party sends written notice to the breaching Party of such breach;
- (d) On the date set forth in a written notice, by City, if Company suffers an event of Bankruptcy or Insolvency;
- (e) On the date set forth in a written notice, by City, if any Impositions owed to City or the State of Texas by Company shall become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); or
- (f) On the date set forth in a 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 City pursuant to Section 5.1 (c), (d), (e) or (f), Company shall within thirty (30) days after receipt of notice of termination refund to City an amount equal to the Improvements Grants paid by City to Company preceding the date of such termination, with interest at the rate 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 City) as its prime or base commercial lending rate) from the date on which each of the Improvement Grants are paid by City until each such Grant is refunded by Company. The repayment obligation of Company set forth in this section shall survive termination.

5.3 Right of Offset. City may at its option, offset any undisputed amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City or 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 City or 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 in satisfying the conditions of this Agreement has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with Company’s actions. Further, Company agrees to indemnify and hold harmless City from all claims, suits, demands, and causes of actions by a third party arising out of Company’s actions and 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 among the Parties.

6.4 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.

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

If intended for City, to:

With a copy to:

City of Hutchins  
Attn: City Administrator  
321 N. Main Street  
Hutchins, Texas 75141

Joseph J. Gorfida Jr.  
Nichols | Jackson  
1800 Ross Tower  
500 N. Akard  
Dallas, Texas 75201

If intended for Company, to:

Global Fulfillment Solutions, Ltd.,  
dba GFS Logistics  
Attn: Joe Kernodle, President

Before Commencement Date:  
3130 N Longhorn Dr., Suite 200  
Lancaster Texas 75134

After Commencement Date::  
1220 Dowdy Ferry Road  
Hutchins, Texas 75217

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

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

6.8 Amendment. This Agreement may only be amended by a written agreement executed by both Parties.

6.9 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.

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

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute one and the same instrument.

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

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 Successors and Assigns. This Agreement may not be assigned by Company without the prior written consent of the City.

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 amount of the Improvement Grants and any other funds received by Company from City as of the date of such violation within one hundred twenty (120) days after the date Company is notified by City 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.

6.16 Conditions Precedent. This Agreement is subject to, and the obligations of the Parties are expressly conditioned upon Company closing its purchase of the Land on or before December 31, 2025.

*(signature page to follow)*

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

**CITY OF HUTCHINS, TEXAS**

By: \_\_\_\_\_  
Mario Vasquez, Mayor

**Attest:**

By: \_\_\_\_\_  
Cynthia Olguin, City Secretary

**Approved as to Form:**

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney

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

**GLOBAL FULFILLMENT SOLUTIONS, LTD.,  
dba GFS LOGISTICS**

By: \_\_\_\_\_  
Joe Kernodle, President

**EXHIBIT "A"**  
**Description of Land**

**Hutchins Economic Development Corporation  
PO BOX 361  
Hutchins TX 75141  
Tax Abatement and Incentive Application**

The City of Hutchins and the Hutchins Economic Development Corporation are committed to the promotion and retention of high quality development within the City of Hutchins and to better the quality of life for its citizens. These objectives can often be attained by the enhancement and expansion of the local economy. To meet these objectives, the City of Hutchins and the Hutchins Economic Development Corporation will, on a case-by-case basis, consider providing tax abatements or other economic development incentives to aid in the stimulation of economic development in Hutchins. The City of Hutchins and the Hutchins Economic Development Corporation will give such consideration in accordance with the City of Hutchins Guidelines and Criteria for Tax Abatement and Economic Development Incentives Program.

Nothing herein shall imply or suggest that the City of Hutchins or the Hutchins Economic Development Corporation is under any obligation to provide tax abatements or incentives to any applicant. All applicants and projects shall be considered on a case-by-case basis.

Completion of this application will allow the Hutchins Economic Development Corporation Board of Directors and the City Council for the City of Hutchins to predetermine a satisfactory level of return on investment. The application of a fiscal impact examination is a decision tool, and it is recognized that the guidelines are not all-inclusive.

Any consideration of the use of public resources for a business, regardless of whether they are direct financial investments, abatements, deferred taxes or regulatory considerations, requires that the fiscal impacts be considered as one of the measurement tools used to determine the incentives offered.

In order for the Hutchins Economic Development Corporation to determine the value of a project, it is necessary to obtain certain information. Incomplete applications will not be considered by the Hutchins Economic Development Corporation Board of Directors. Please provide us with the following:

**I. Real Property**

- 1. Acquisition cost of vacant property (if applicable) .....\$ N/A
- 2. Acquisition price of an existing land and facility or current taxable value..... \$ N/A
- 3. Total construction budget for new facility.....\$ 35,000,000
  - a. Percent allocated to materials..... \$15,250,000 (43%)
  - b. Percent allocated to soft costs..... \$4,700,000 (13%)  
(Soft costs are permitting fees, architectural engineering, testing, inspections, environmental studies, developer management fees, legal and audit fees, etc.)
  - c. Percent allocated to labor..... \$15,250,000 (43%)
  - e. Percent of construction materials purchased in Hutchins.....TBD
  - f. Percent of soft costs purchased in Hutchins.....TBD
  - g. Percent of construction workforce residing in Hutchins.....TBD

- 4. *Appraised Land Value* .....\$ 625,000
- 5. *Projected appraised value if a new facility*..... \$ 40,000,000

**II. Business Personal Property**

- 1. *Value of newly purchased furniture and fixtures* .....\$ 180,000
- 2. *Value of furniture and fixtures relocated to Hutchins* .....\$ 300,000
- 3. *Value of newly purchased machinery and equipment* .....\$ 180,000
- 4. *Percent of new machinery and equipment purchased in Hutchins*.. TBD
- 5. *Value of machinery and equipment relocated to Hutchins* ..... \$ 300,000
- 6. *Value of inventory as of January 1 each year* .....\$ 12,000,000\*
- 7. *Value of any freeport property* .....\$ 0

**III. Sales Tax**

- 1. *Annual Amount of Total Sales* .....\$ 0
- 2. *Annual Amount of sales and use taxes collected and paid to the state*.....\$ 0
- 3. *Percentage of Sales that are taxable in the City (amount of sales of taxable items that are consummated in the city)*.....\$ 0
- 4. *Annual Amount of anticipated local sales tax* .....\$ 0

**IV. Employee Information**

- 1. *Number of **existing** employees*..... 24
- 2. *Average annual wage of **existing** employees*.....\$ 60,000
- 3. *Annual wage growth rate (in %) of **existing** employees*..... 9%
- 4. *Percentage of **existing** employees who reside in Hutchins*..... 15%
- 5. *Anticipated number of **new** employees in*.....
 

	Year #1	Year #2	Year #3
<i>Exempt Employees</i> .....	<u>3</u>	<u>2</u>	<u>1</u>
<i>Non Exempt Employees</i> .....	<u>7</u>	<u>4</u>	<u>4</u>
- 6. *Average annual wage of **new** employees (indicate different levels within each category by labeling them as Class 1 or Class 2)*

<i>Exempt Employees</i> – <u>Class 1</u> .....	\$ <u>75,000</u>
<i>Non Exempt Employees</i> – <u>Class 2</u> .....	\$ <u>55,000</u>
- 7. *Annual wage growth rate (in %) of **new** employees*

Exempt Employees	Class 1	10%
Non Exempt Employees	Class 2	8%

**V. Operations**

- 1. Total annual operating budget .....\$ 4,000,000
- 2. Value of materials purchased for operations (excluding inventory)..... \$ 60,000
- 3. Percentage of these materials bought in Hutchins.....  
\_\_\_\_\_
- 4. Average annual cost of each utility
  - a. Electricity .....\$ 48,000
  - b. Telephone .....\$ 16,000
  - c. Cable .....\$ 0
  - d. Natural Gas .....\$ 13,000
  - e. Sanitation .....\$ 21,000
  - f. Water & Sewer.....\$ 22,000
  - g. Labor .....\$ 900,000+
- 5. Cost of onsite infrastructure.....\$ Unknown
- 6. Cost of offsite infrastructure.....\$ Unknown

**VI. Addition Information**

Attach the following information:

- 1. Site plan and drawings.
- 2. A map of the facility location.
- 3. Photo's of similar facilities.
- 4. A time schedule for undertaking and completing the planned improvements.
- 5. The company's national industrial classification code 493110.

Attached to this application.

**VII. Assurances**

The undersigned certifies the following:

1. the information provided above is, to the best of my knowledge, complete and accurate.
2. *the undersigned certifies that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker.*
3. *the undersigned understands that if, after receiving a public subsidy, the business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Texas Government Code, Section 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the business of the violation.*
4. the undersigned has received and read the City of Hutchins Guidelines and Criteria for Tax Abatement and Economic Development Incentives Program.
5. the undersigned understands that failure to comply with the terms and condition of an abatement agreement or incentive agreement may result in the recapture of the full incentive provided by the City of Hutchins and/or the Hutchins Economic Development Corporation related to the proposed project.
6. the undersigned understands that participation in an incentive does not eliminate any obligation to satisfy all the ordinances of the City of Hutchins or any other applicable governmental entity that has jurisdiction regarding this project.
7. the undersigned is authorized in all respects to submit this application behalf of the named company.

Type of Business (corporation, partnership, sole proprietorship): Limited Partnership

Name of Company (including d/b/a and assumed or trade names): GFS Logistics

Mailing Address: 3130 N Longhorn Dr

City, State & Zip Code: Lancaster, TX 75134

Phone #: 214-709-8112 Fax #: N/A

E-Mail Address: badams@holtlunsford.com

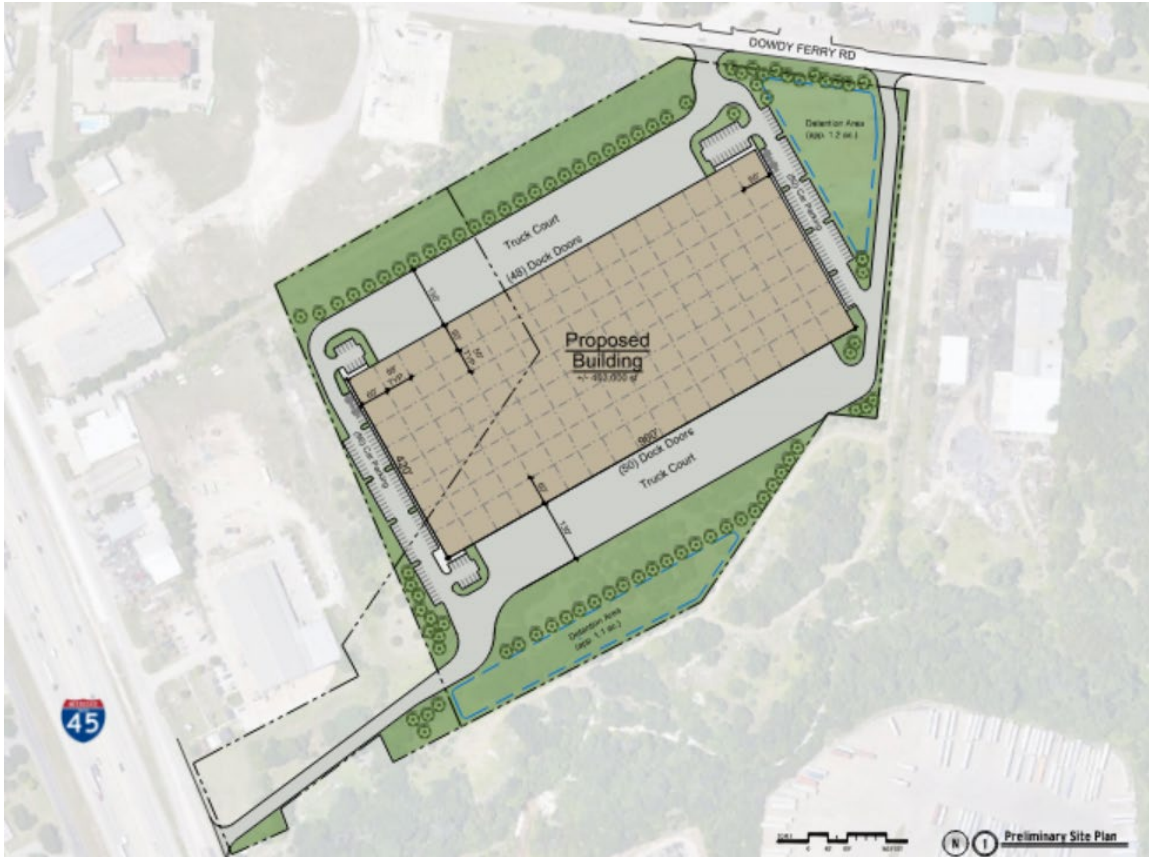
Name (Please Print): Joe Kernodle

Title: President

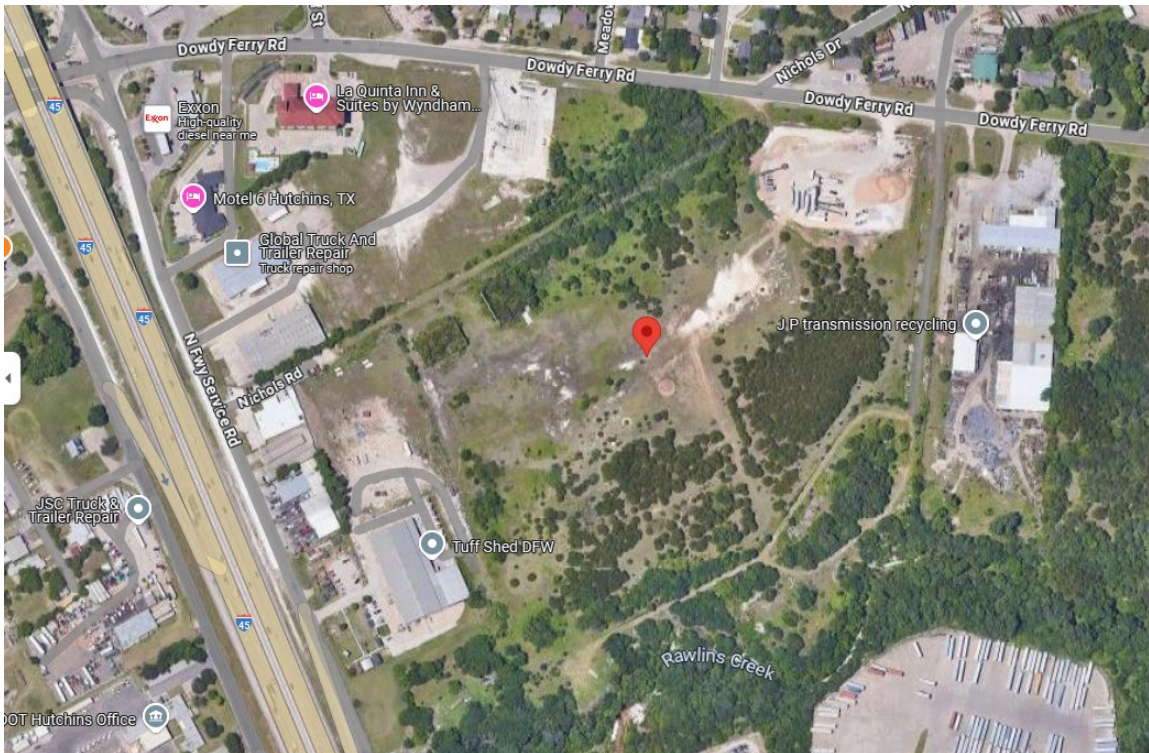
Joe Kernodle  
Signature

5/27/2025  
Date

# Site plan



# Map of the facility location



Photos of similar facilities



Schedule for undertaking the planned improvements.

Target Construction Start: Q3 2025

Target Construction Completion: Q3 2026