



**CITY OF HUTCHINS
ECONOMIC DEVELOPMENT CORPORATION MEETING
AGENDA**

Thursday, December 11, 2025 at 6:30 PM

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

Board Members

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

NOTICE OF POSSIBLE CITY COUNCIL QUORUM

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

Pursuant to Section 551 of the Texas Government Code, notice is hereby given that the Board of Directors of the City of Hutchins will meet December 11, 2025 at 6:30 p.m. to conduct a Regular Meeting at the Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Road, Hutchins, Texas, at which time the following items will be discussed and considered.

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

A. CALL MEETING TO ORDER

1. Roll Call
2. Invocation

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

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

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

D. PUBLIC HEARINGS

E. REGULAR AGENDA

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

Presented by: Guy Brown HEDC Executive Director

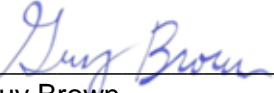
- 3. Staff Report.

F. EXECUTIVE SESSION

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

H. ADJOURNMENT

Certification: I certify that a copy of the December 11, 2025 agenda of items to be considered by the Hutchins Economic Development Corporation was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website www.cityofhutchins.org, in accordance with Chapter 551 of the Texas Government Code. Posted on Thursday, December 4, 2025, before 5:00 p.m.



Guy Brown
Executive Director

ACCESSIBILITY STATEMENT

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



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

**MINUTES
HUTCHINS ECONOMIC DEVELOPMENT CORPORATION (HEDC)
REGULAR BOARD OF DIRECTORS MEETING
THURSDAY, October 2, 2025 – 6:30 P.M.
HUTCHINS CITY HALL – 321 MAIN STREET
HUTCHINS, TEXAS 75141**

The Hutchins Economic Development Corporation Board of Directors met on October 2, 2025, at 6:30 p.m. to conduct a regular meeting at the Hutchins City Hall located at 321 Main Street, Hutchins, Texas, 75141 at which time the following items were discussed and considered:

ATTENDANCE:

BOARD MEMBERS

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

A. Call Meeting to Order

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

Roll Call

A quorum of the Board of Directors was established. All members were present.

Invocation

Invocation was given by Mr. Nichols.

B. Citizen Comments.

There were no comments from citizens.

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

1. Consideration and action regarding the Minutes Hutchins Economic Development Meeting held on July 10, 2025.

Mr. Nichols made a motion to approve the minutes of July 10, 2025. The motion was seconded by Mr. Johnson and passed unanimously.

D. PUBLIC HEARINGS
NONE.

E. REGULAR AGENDA

2. Consideration and action regarding recommendation of Economic Development Grant to City Council for SUP&AHK LLC related to property located at 801 West Palestine, Suite 104 in Hutchins.

The Board reviewed the application from SUP&AHK LLC. Sam Kwon (property owner) represented the project and answered questions. The Board discussed various aspects of the project including interior design, grease trap and ventilation system.

Mr. Vasquez made a motion to recommend a \$20,000 grant to the City Council regarding the project. The motion was seconded by Ms. Nichols.

Mr. Elmore, Ms. Harlin, Mr. Johnson, Mr. Nichols and Mr. Vasquez voted in favor of the Motion. Mr. Odom and Ms. Madrigal voted against the Motion. The Motion passed 5 - 2.

3. Consideration and action regarding HEDC Local Business Event.

The Board discussed holding a local business event. After discussion, Mr. Nichols made a motion to host the event at the Hutchins Event Center on November 11, 2025. The Motion was seconded by Mr. Vasquez and passed unanimously.

F. Executive Session:

NONE.

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

NONE.

H. Adjournment.

No further business was conducted; Mr. Nichols made a motion to adjourn the meeting. Mr. Vasquez seconded the motion. The Board, by unanimous vote, adjourned the meeting at 6:56 p.m.

Approved:

Raymond Elmore, President

STAFF REPORT

MEETING DATE: December 11, 2025

MEETING TYPE: Hutchins EDC Board Meeting

SUBMITTED BY: Guy Brown

AGENDA CAPTION: Consideration and Action regarding Amended and Restated Local Business Grant Agreement for property located at 211 and 213 Main Street in Hutchins.

Presented by: Guy Brown HEDC Executive Director

Background Information

Earlier this year, the HEDC received a request for assistance with a retail project at 211 and 213 Main Street. The owner (Brandon Ashley, Big Moose BBQ and SoufFood) intends to locate a restaurant at the location. The HEDC Board of Directors recommend an infrastructure grant to assist with the cost for signage, vent hood and physical improvements at the location that was subsequently approved by the Council.

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

Budget Implications

The cost of the assistance is derived from the HEDC budget. A grant up to \$16,500 was approved and recommended by the HEDC Board of Directors at the February 13, 2025, meeting. Extending the agreement provides the applicant with more time to satisfy the conditions of the grant.

Operational Impact

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

Legal Review

The City Attorney has drafted a Restated and Amended Economic Development Agreement related to the project.

Staff Recommendation

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

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.

“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 Leased Premises following the date of Completion of Construction of the Infrastructure.

“Company” shall mean Big Moose BBQ & SoulFood LLC, a Texas limited liability company.

“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.

“Expiration Date” shall mean the second (2nd) anniversary of the Commencement Date.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of

the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Leased Premises 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.

“HEDC” shall mean the Hutchins Economic Development Corporation.

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

“Infrastructure” shall have the same meaning assigned by Texas Local Government Code Section 5.01.103 consisting of infrastructure necessary for the remodel of the Leased Premises for the occupancy thereof by Company for the operation of the Restaurant to be installed at the Leased Premises by Company in accordance with plans approved by City.

“Infrastructure Grant” shall mean an economic development grant to offset the costs of installation of the Infrastructure in an amount of: (i) up to Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00) for Infrastructure necessary for remodel of the Leased Premises; (ii) up to Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) for the installation of a vent hood, if installed; and (iii) up to One Thousand and No/100 Dollars (\$1,000.00) for the installation of a new sign for the Leased Premises, if installed, not to exceed a total of Sixteen Thousand and No/100 Dollars (\$16,000.00), to be paid as set forth herein.

“Lease” shall have the meaning assigned in the Recitals

“Leased Premises” shall mean retail space located at 211 North Main Street, Hutchins, Texas 75141.

“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 such other information as may reasonably be requested by the HEDC.

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

“Required Use” shall mean the continuous occupancy and use of 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 following City’s issuance to Company of a certificate of occupancy for Company occupancy of the Leased Premises. 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 the 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, provide timely HEDC with the Payment Request.

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

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

4.4 Construction Schedule. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Infrastructure to occur on or before March 31, 2025, and subject to events of Force Majeure, cause Completion of Construction thereof to occur on or before June 30, 2026.

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

4.6 Infrastructure to Remain. That portion of the Infrastructure consisting of the vent hood, grease trap, and air exchange system, once installed, shall not be removed by Company from the Leased Premises.

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 5.2 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 Street
Dallas, Texas 75201

If intended for Company, to:

Attn: Brandon Dushun Ashley, Owner
Big Moose BBQ & SoulFood LLC
2805 Fallbrook Street
Crandall, Texas 75114

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.

6.16 Conditions Precedent. This Agreement is subject to, and the obligations of the Parties are expressly conditioned upon Company having entered into the Lease within ninety (90) days after the Effective Date.

[Signature Page to Follow]

EXECUTED on this _____ day of _____, 2025.

HUTCHINS ECONOMIC DEVELOPMENT CORPORATION

By: _____
Guy E. Brown, Executive Director

EXECUTED on this _____ day of _____, 2025.

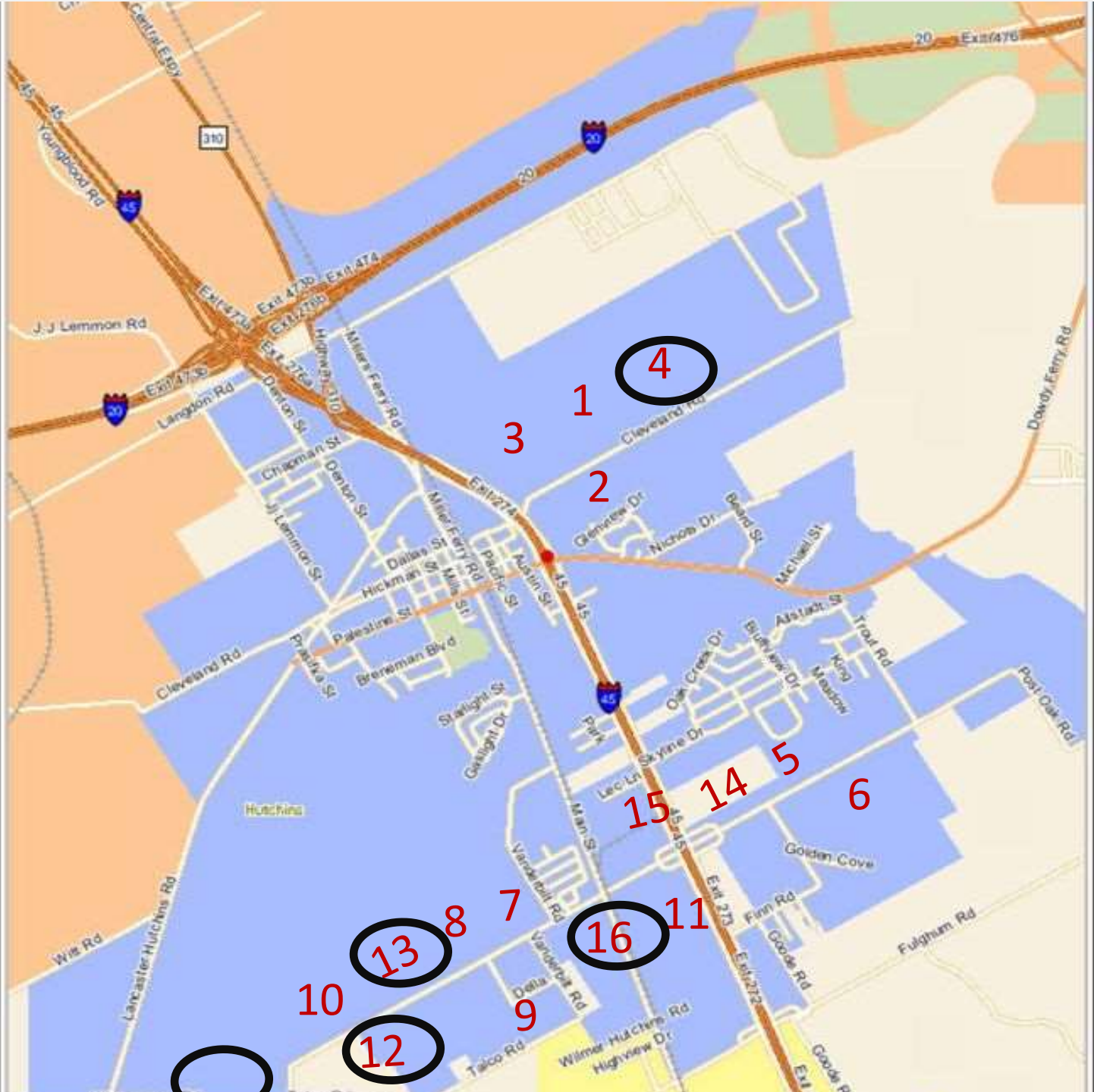
BIG MOOSE BBQ & SOULFOOD LLC

By: _____
Brandon Dushun Ashley, Owner



Hutchins EDC
UPDATE

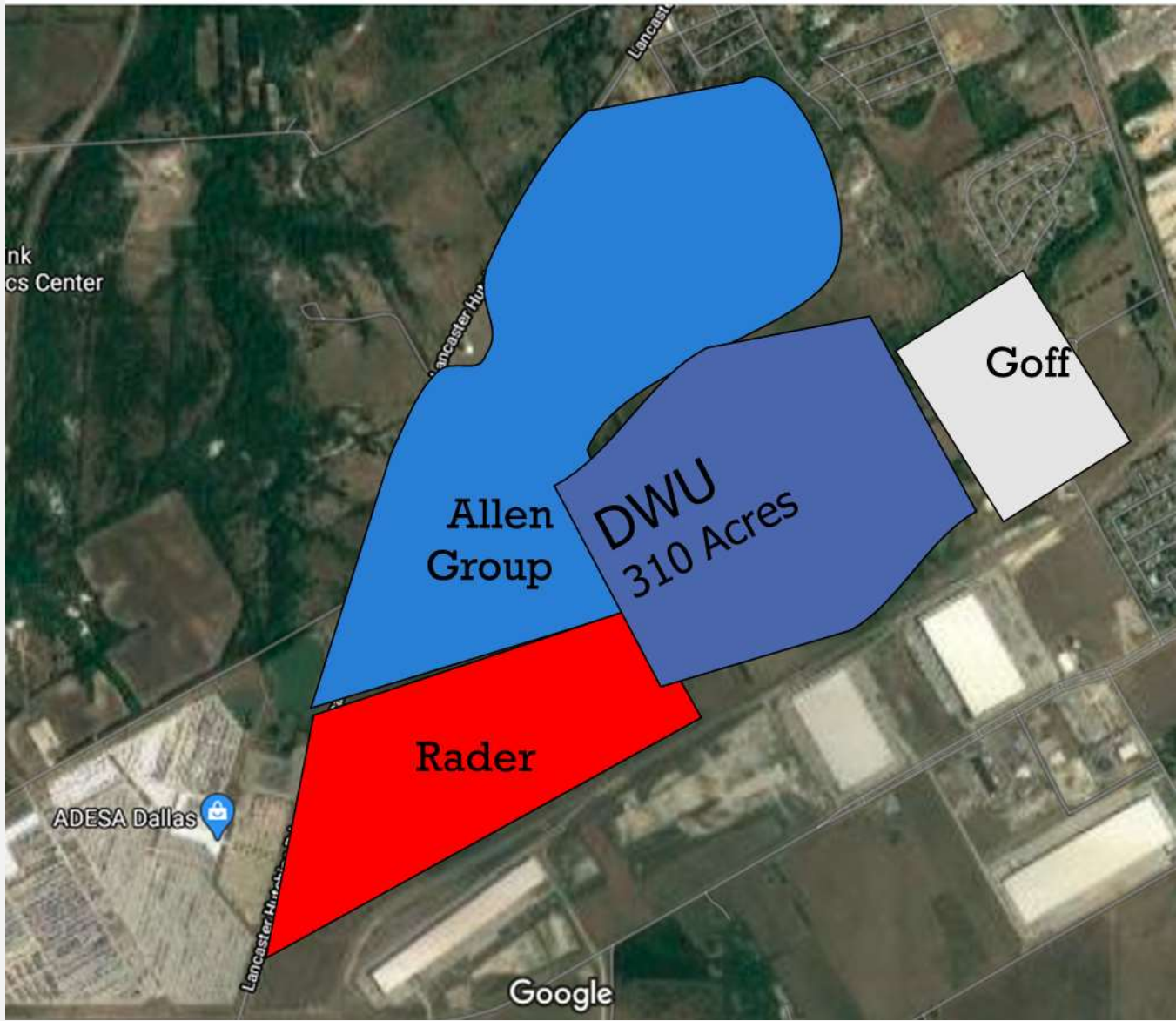
December 11, 2025



- 1. Fed Ex
- 2. Hillwood
- 3. Majestic
- 4. Seefried
- 5. American Standard
- 6. Hobby Lobby
- 7. Shippers 1
- 8. Shippers 2
- 9. Core 5
- 10. Biagi
- 11. Union Pacific
- 12. KTN
- 13. Chick Fil A
- 14. Mauser
- 15. SignaCast
- 16. Myers Crow

- Shippers Warehouse (Duke) 600,000 Sq. Ft.
- Shippers 2 (Duke) 600,000 Sq. Ft.
- American Standard (Duke) 600,000 Sq. Ft.
- Adessa (Allen) 400,000 Sq. Ft.
- Georgia Pacific (Hillwood) 1,500,000 Sq. Ft.
- Core 5 700,000 Sq. Ft.
- Biagi (Scannell) 400,000 Sq. Ft.
- *Chick Fil A (CFA)* 400,000 Sq. Ft.
- *2 Spec Buildings (Majestic)* 1,500,000 Sq. Ft.
- *KTN* 2,500,000 Sq Ft
- *Charger Logistics* 400,000 Sq. Ft.
- *USAA/Seefried* 2,800,000 Sq. Ft.'
 - *Georgia Pacific* 1,000,000
 - *Arhaus* 1,000,000 ‘
 - *Cummins Air Filter* 200,000 ‘
 - *Nina Shoes* 200,000 ‘
- *Myers Crow* 500,000 Sq Ft. ‘
- *Landry* 250,000 Sq Ft ‘
- *SUB 0 (SE Lancaster Hutchins Refrigerated)* 400,000 Sq Ft ‘

Approximately 18 Million Square Feet

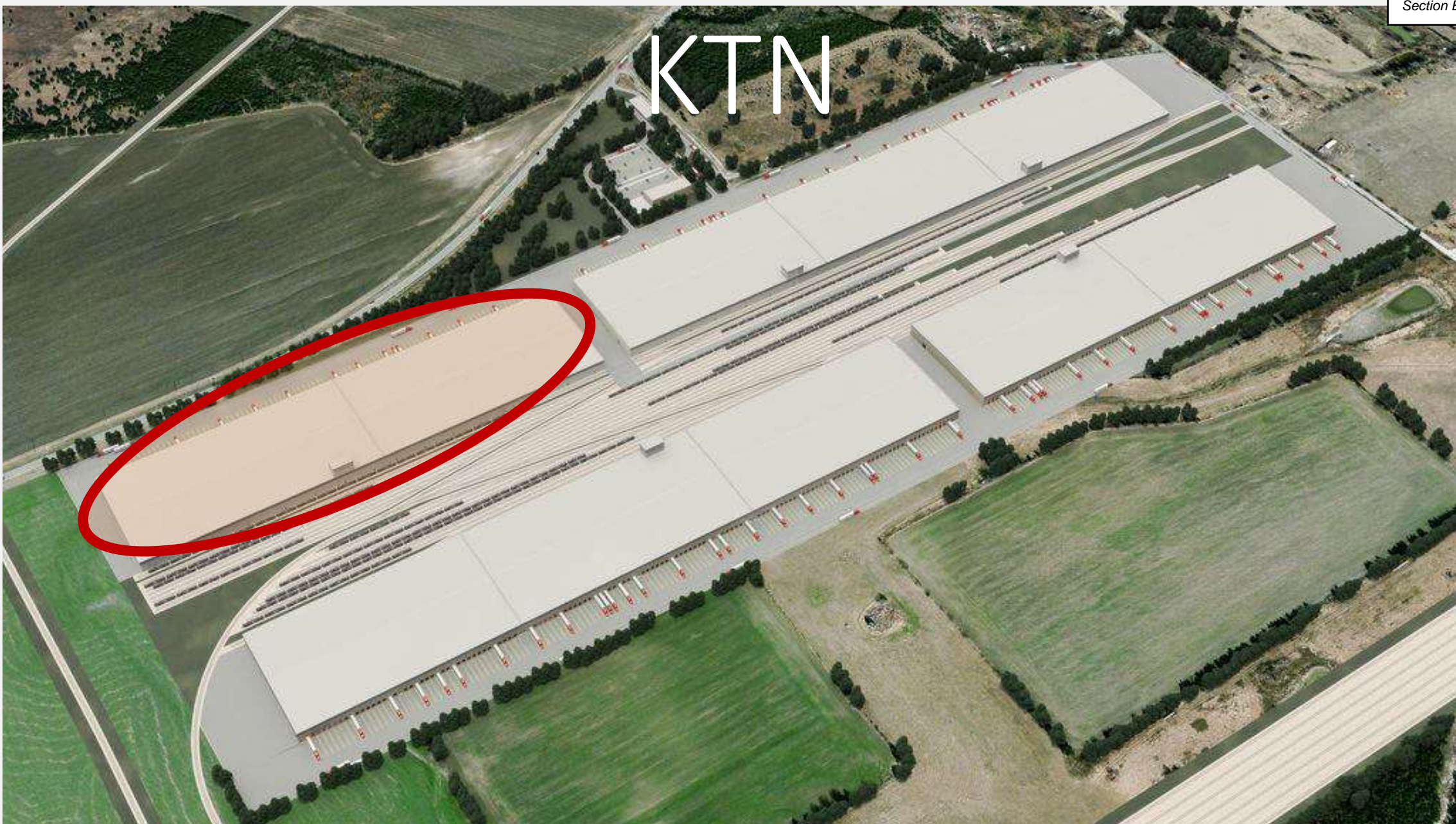


Lancaster Hutchins Commercial

Upcoming Items

- Entry Feature at Dowdy Ferry
- Recreation Center
- Lancaster Hutchins Property
- South Haven Development (town center)
- Pinto Road
- Northeast Wintergreen and Lancaster Hutchins
- Southeast Wintergreen and Lancaster Hutchins
- KTN Expansion

KTN



KTN



KTN



Coming
Soon from



Lineage



Lineage



GFS Dowdy Ferry



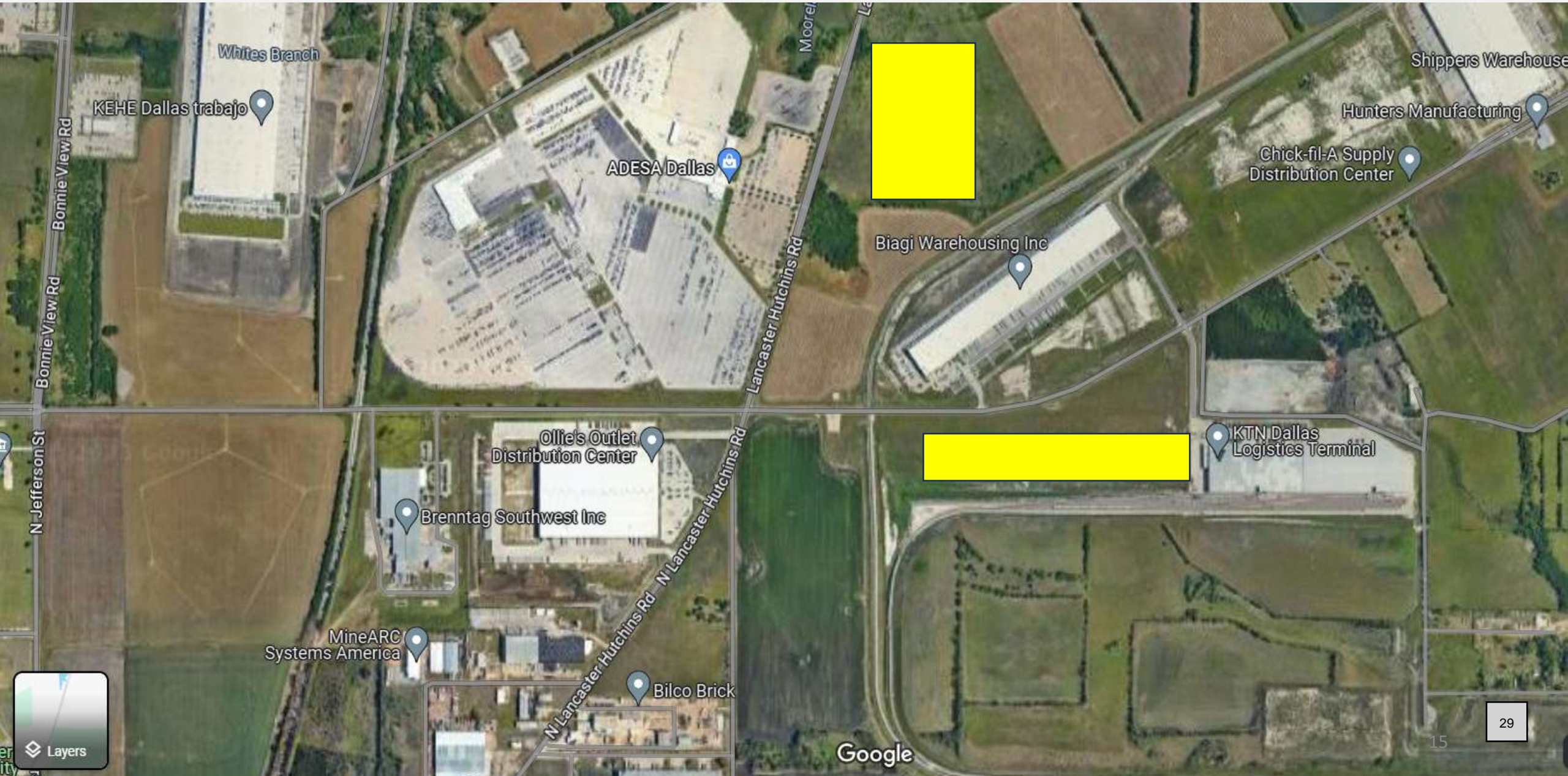
GFS Dowdy Ferry



GFS Dowdy Ferry



Southeast Corner of Lancaster Hutchins



Northeast Corner of Lancaster Hutchins



Pinto Road

