



**CITY OF HUTCHINS
WORK SESSION AND CITY COUNCIL MEETING
AGENDA**

**Monday, August 03, 2026 at 5:30 PM
City Hall - Council Chamber, 400 N. JJ Lemmon Road**

Pursuant to Section 551 of the Texas Government Code, notice is hereby given of a Work Session and a Regular Meeting of the Hutchins City Council to be held on Monday, August 3, 2026, with Work Session beginning at 5:30 p.m. and the Regular Meeting at 6:30 p.m. at Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Road, Hutchins, Texas, at which time the following items will be discussed and considered.

City Council Members

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

A. WORK SESSION

1. 2026-2027 Proposed Budget. Presented by: Maria Joyner, Director of Finance

B. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

C. INVOCATION AND PLEDGE OF ALLEGIANCE

- D. 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.*

E. PRESENTATIONS

2. Proposals for Christmas fireworks show. Presented by: Katherine Lindsey

F. PUBLIC HEARINGS

3. A. Conduct a Public Hearing for a voluntary annexation request submitted by RTG Capital for approximately 4.526 acres located at 1080 S. IH-45, currently within the City of Hutchins Extraterritorial Jurisdiction. Presented by: Chief Building Official Blake Moore

B. Open Public Hearing and receive comments.

C. Discuss and consider AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE

CITY OF HUTCHINS, TEXAS, EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE A ±4.526-ACRE TRACT OF LAND WITHIN THE CITY'S LIMITS, SAID HEREINAFTER DESCRIBED TERRITORY WITHIN THE CITY'S LIMITS, GRANTING TO ALL INHABITANTS AND OWNERS OF THE TERRITORY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS, AND BINDING THE INHABITANTS BY ALL THE ACTS, ORDINANCES AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN FOR THE DESCRIBED TERRITORY.

Ordinance 2026-08-1224

4. A. Conduct a public hearing regarding a request for a rezone by John Gonzalez of RTG Capital for 1080 S. IH-45: BEING part of a tract of 5.000 acres of land in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas. Presented by: Chief Building Official Blake Moore

B. Open the Public Hearing and receive comments.

C. Discuss and consider AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS; GRANTING A CHANGE IN ZONING FROM HIGHWAY COMMERCIAL (HC) TO LIGHT INDUSTRIAL (LI) FOR TRACT 49.2 AND TRACT 49.1 ZONING FROM AGRICULTURE (AG) TO LIGHT INDUSTRIAL (LI) , ±5.0 ACRE TRACT OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY ABST. NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF A CERTAIN TRACT OF LAND AS DESCRIBED IN DEED TO T.F. CAMPBELL, RECORDED IN VOLUME L, PAGE 412 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, COMMONLY KNOWN AS 1080 SOUTH INTERSTATE HIGHWAY 45, HUTCHINS, DALLAS COUNTY, TEXAS.

Ordinance 2026-08-1225

5. A. Conduct a Public Hearing to consider a request by John Gonzalez representing RTG Capital for a Specific Use Permit (SUP) to allow Motor Freight Company/Terminal, Heavy Machinery Sales/Storage, Truck Sales & Storage, Low Risk Industrial Manufacturing Not Wholly Enclosed Within A Building and Low Risk Industrial Manufacturing Not Wholly Enclosed Within A Building under 1 SUP in the Light Manufacturing district for 1080 S IH 45 BEING part of a tract of 5.000 acres of land in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas. Presented by: Chief Building Official Blake Moore

B. Open the Public Hearing and receive comments.

C. Discuss and consider AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING BY GRANTING A SPECIFIC USE PERMIT ("SUP") WITH SPECIAL CONDITIONS TO ALLOW A MOTOR FREIGHT COMPANY/TERMINAL; HEAVY MACHINERY SALES/STORAGE; TRUCK SALES & STORAGE; LOW RISK INDUSTRIAL MANUFACTURING NOT WHOLLY ENCLOSED WITHIN A BUILDING; LOW RISK INDUSTRIAL MANUFACTURING WHOLLY ENCLOSED WITHIN A BUILDING ON LAND ZONED LIGHT INDUSTRIAL ("LI") FOR TRACT 49.1 AND TRACT 49.2, ±5.0 ACRES OF LAND, SITUATED IN THE WILLIAM GATLIN SURVEY ABST. NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF A CERTAIN TRACT OF LAND AS DESCRIBED IN DEED TO T.F. CAMPBELL, RECORDED IN VOLUME L, PAGE 412 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, COMMONLY KNOWN AS 1080 SOUTH INTERSTATE HIGHWAY 45, HUTCHINS, DALLAS COUNTY, TEXAS.

Ordinance 2028-08-1226

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

6. Discuss and consider a Resolution authorizing the City Administrator to negotiate and execute and agreement for Christmas fireworks show. Presented by Katherine Lindsey
Resolution R2026-08-1349
7. Discuss and consider a Resolution authorizing the City Administrator to execute a Professional Service Agreement with TurningArt not to exceed \$182,000.00 Presented by Wanda Randle
Director of Community Services
Resolution R2026-08-1350
8. Consideration and Action regarding proposed FY 2026-2027 Tax Rate and Notice of Public Hearing. Presented by: Maria Joyner, Director of Finance
9. Discuss and consider a Resolution with GovWell Technologies Inc. Software Platform for Building Permits, Inspection Scheduling, Contractor Registration, and Code Enforcement. Presented by
Chief Building Official Blake Moore
Resolution R2026-08-1351

H. ITEMS OF COMMUNITY INTEREST

10. Parks and Recreation Board Meeting, Tuesday, August 4, 2026, 6:30 p.m., Hutchins City Hall, 400 N. JJ Lemmon Rd., Hutchins.

Animal Services Advisory Board Meeting, Wednesday, August 5, 2026, 5:30 p.m., Hutchins City Hall, 400 N. JJ Lemmon Rd., Hutchins.

Keep Hutchins Beautiful Board Meeting, Tuesday, August 11, 2026, 6:00 p.m., Hutchins City Hall, 400 N. JJ Lemmon Rd., Hutchins.

I. ADJOURN

CERTIFICATION

I certify that a copy of the August 3, 2026, council agenda of items to be considered by the Hutchins City Council was posted at City Hall and to the City's website at www.cityofhutchinstx.gov, in accordance with Chapter 551 of the Texas Government Code. Posted on Tuesday, July 28, 2026.



Cynthia Olguin
City Secretary



ACCESSIBILITY STATEMENT

The meeting location is wheelchair accessible from the front door. Requests 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@cityofhutchinstx.gov.



STAFF REPORT

MEETING DATE:	August 3, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Maria Joyner
AGENDA CAPTION:	2026-2027 Proposed Budget
	Presented by: Maria Joyner, Director of Finance

Background Information

The Fiscal Year 2027 **proposed** budget will be presented via PowerPoint during the August 3, 2026, City Council meeting.

Budget Implications

The Fiscal Year 2027 annual budget and tax rate is scheduled for **final adoption** during the September 8, 2026, City Council meeting

Staff Recommendation

No action required



STAFF REPORT

MEETING DATE:	July 20, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Katherine Lindsey
AGENDA CAPTION:	Proposal for Christmas fireworks show. Presented by: Katherine Lindsey

Background Information

During the City Council retreat on May 28, 2026, the City Council expressed interest in having a fireworks show as part of the City’s annual Christmas celebration. This year a parade and other festivities are planned at Campbell Park on December 12, 2026. Proposals/quotes were obtained by three companies: Pyrotechnico, Illumination, and Liberty. All three have been invited to present before Council. Based on their availabilities, Pyrotechnico presented their proposal on July 20th, 2026, and Illumination will attend August 3, 2026. Liberty Fireworks is unavailable to attend in-person.

Budget Implications

The costs will be included in the Proposed FY2027 budget.

Operational Impact

NA

Legal Review

The resolution was approved by the City Attorney.

Staff Recommendation

NA

Supporting Documentation and Attachments

Proposals

LIBERTY FIREWORKS

**Display Proposal
City of Hutchins
December 12th, 2026**



Liberty Fireworks

Michael Rios – Owner & President

210-560-0075

9890 TX- 1604 Loop

San Antonio, TX 78252

<https://www.libertyfireworks.us/>

LIBERTY FIREWORKS

DISPLAY PROPOSAL

Show Date: December 12th, 2026

Budget and Duration: \$7,850 – for a 12-13 minute Fireworks Display
Republic of Texas – Expandable at \$650 per additional minute

Location: 200 S. Denton St, Hutchins, TX 75141

Insurance Liability Coverage: \$1,000,000 liability policy

Permits: Liberty Fireworks will pull all permits necessary and will work with the Authority Having Jurisdiction to meet all state and local regulations
The cost of the permit varies by jurisdiction and will be paid for by the client

Personnel: Licensed through the State of Texas

Safety Procedures: Liberty Fireworks adheres to all safety regulations listed in the National Fire Protection Association 1126 and the Texas Occupations Code Chapter 2154, Title 28, Chapter 34.8002

Terms: 50% balance due at the signing of the contract. Remainder balance due five days prior to the day of the Fireworks Display.

LIBERTY FIREWORKS

Proposed Show Segments

Opening: A barrage is designed to attract the attention of the audience and entice them to pay attention... “The show has just begun!” The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial effects will fill the night’s air. As the opening barrage grows, the intensity of colors and sound will permeate the skies. **30-45 seconds**

Feature Presentation: The main body of the fireworks display should not be just one shot fired after another. It’s about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some fireworks are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. Every product is handpicked and designed to ensure there are nearly no duplicates of tableaux throughout the program. The audience will enjoy a fully designed display. The intensity will continue to grow until... **11-12 minutes**

Grand Finale: Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. Liberty Fireworks designs the grand finale so that the audience will not forget their experience at your venue. There will be two stages to the grand finale. The first stage will appear to be the finale with the night skies being pounded with loud explosive colors and then a short pause... The crowd will think that the show is over until we hit the quiet night skies again with loud explosions, a full array of affects and vibrant colors that will leave a lasting impression on your guests. **30-45 seconds**

LIBERTY FIREWORKS

Fireworks Listing by Segments

Professional 1.4g Fireworks Display

Opening

Combination of 500g fan and multi-effect cakes

1 x 24 Shot Mortar Rack

Approximately 100 shots and effects

Body

Multiple angled and straight mortar racks (60g canister shells)

Combination of 200g multi-effect cakes

Combination of 500g fan and multi-effect cakes

Combination of 1000g fan and multi-effect cakes

Approximately 1,100 shots and effects

Grand Finale

Multiple angled and straight mortar racks (60g canister shells)

Combination of 200g multi-effect cakes

Combination of 500g fan and multi-effect cakes

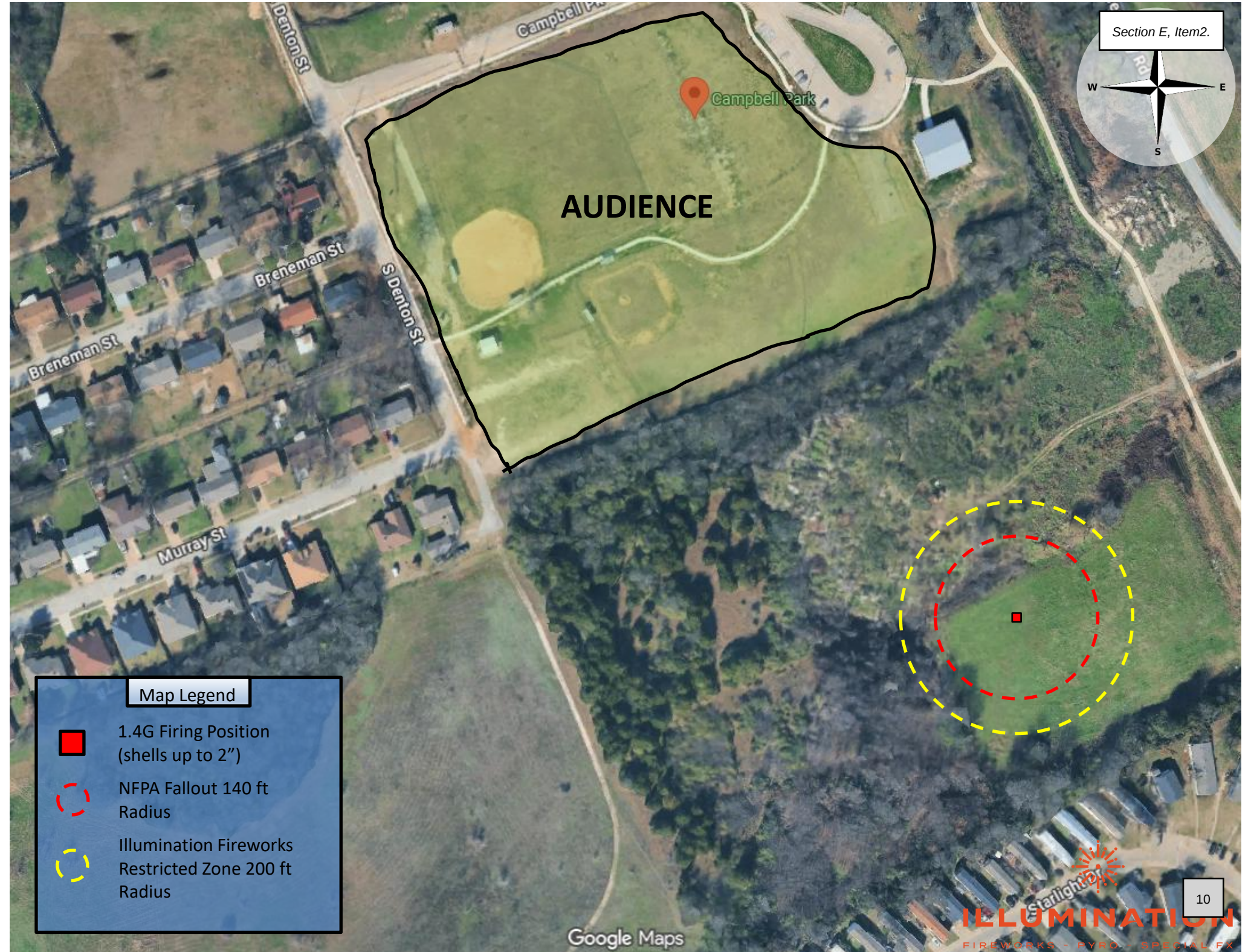
Combination of 1000g fan and multi-effect cakes

Multiple zipper cake with various effects

1 x Fan slice / sweep for grand finale

Approximately 450 shots and effects

Approximate Total of Shots and Aerial Effects 1,650



Section E, Item2.



Map Legend

-  1.4G Firing Position (shells up to 2")
-  NFPA Fallout 140 ft Radius
-  Illumination Fireworks Restricted Zone 200 ft Radius



ILLUMINATION
FIREWORKS - PYRO - SPECIAL FX

Section E, Item2.

ESTIMATE

E-12980

1605 Crescent Circle, Suite 200
Carrollton, TX 75006

12.12.26 Hutchins Christmas Fireworks

Account Manager

Andrew Schoffler

Ship Date

12/12/2026 12:00 AM

Return Date

12/12/2026 12:00 AM

Shipping Address

Campbell Park
200 S Denton St
Hutchins, TX 75141

Description	Price	Qty	Sub Total
12 Minute 1.4G Aerial Fireworks Display (shells up to 2")	\$14,280.00	1	\$14,280.00
Fire Department Permit/Standby Fees*	\$0.00	1	\$0.00
Display Estimate Includes:			
\$5,000,000 (Five Million) General Liability & Auto Insurance			
Workers Compensation Insurance			
Federal ATF Explosives License, State & Local Permit Acquisition			
Computer Scripting/Choreography			
All Necessary Transportation			
All Necessary Equipment			
All Necessary Labor Including Experienced, Licensed Pyrotechnicians & Assistants			
100% Electronic Computer Firing			
Equipment Tear-down & Cleanup			

Estimate Notes

* Permit fees are traditionally waived for city events.

Total	\$14,280.00
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ILLUMINATION
FIREWORKS - PYRO - SPECIAL FX

Section E, Item2.

ESTIMATE

E-12987

1605 Crescent Circle, Suite 200
Carrollton, TX 75006

12.12.26 Hutchins Christmas Fireworks (15m)

Account Manager Andrew Schoffler	Ship Date 12/12/2026 12:00 AM	Return Date 12/12/2026 12:00 AM	Shipping Address Campbell Park 200 S Denton St Hutchins, TX 75141
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Description	Price	Qty	Sub Total
15 Minute 1.4G Aerial Fireworks Display (shells up to 2")	\$17,850.00	1	\$17,850.00
Fire Department Permit/Standby Fees*	\$0.00	1	\$0.00
Display Estimate Includes:			
\$5,000,000 (Five Million) General Liability & Auto Insurance			
Workers Compensation Insurance			
Federal ATF Explosives License, State & Local Permit Acquisition			
Computer Scripting/Choreography			
All Necessary Transportation			
All Necessary Equipment			
All Necessary Labor Including Experienced, Licensed Pyrotechnicians & Assistants			
100% Electronic Computer Firing			
Equipment Tear-down & Cleanup			

Estimate Notes
* Permit fees are traditionally waived for city events.

Total	\$17,850.00
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Customer and Fire Marshal References

Customer References:

1. City of Meadows Place

Contact: Colene Cabeza

Email: parksdirector@cityofmeadowsplace.org

Phone: 281-642-7696

2. City of Lamesa

Contact: Dora Armendariz

Email: president@lamesachamber.org

Phone: 806-872-2181

3. City of Kermit

Contact: Mike Arismendez

Email: marismendez@kermittx.gov

Phone: 432-586-3510

4. City of Pecos

Contact: Edward De Leon

Email: edeleon@pecostx.gov

Phone: 432-755-4862

5. Tapatio Springs Hill Country Resort

Contact: Paul Rushofsky

Email: prushofsky@tapatio.com

Phone: 830-537-5885

6. The Hills Country Club

Contact: Joshua Lowell

Email: Joshua.Lowell@invitedclubs.com

Phone: 619-251-1640

7. City of Castroville

Contact: Jonah Chang

Email: Jonah.Chang@castrovilletx.gov

Phone: 830-931-0033

8. Retama Park Race Track

Contact: Blanca Dittman

Email: Blanca.Dittman@pennentertainment.com

Phone: 210-807-0508

Fire Marshal References:

9. City of San Antonio Fire Marshal

Contact: Rene Aguirre

Email: Rene.Aguirre@sanantonio.gov

Phone: 210-387-1397

10. Kendall County Fire Marshal

Contact: Harold De Hart

Email: harold.dehart@co.kendall.tx.us

Phone: 830-249-3721

11. Bexar County Fire Marshal

Contact: David Duggan

Email: david.duggan@bexar.org

Phone: 210-335-0324



STAFF REPORT

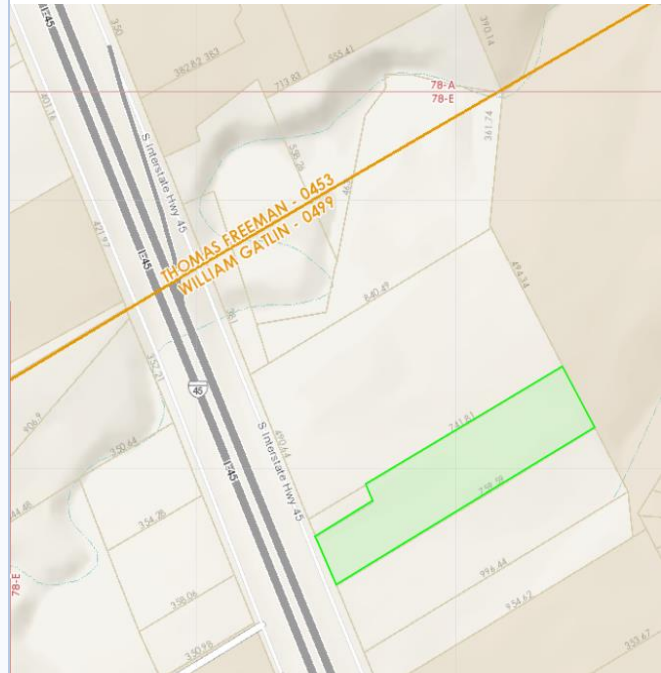
MEETING DATE:	August 3, 2026
MEETING TYPE:	Council Meeting
SUBMITTED BY:	Blake Moore
AGENDA CAPTION:	Discuss and consider accepting a voluntary annexation request submitted by RTG Capital for approximately 4.526 acres located at 1080 S. IH-45, currently within the City of Hutchins Extraterritorial Jurisdiction. Presented by: Chief Building Official Blake Moore

Background Information

On July 2, 2026, John Gonzalez, representing RTG Capital, submitted a written request for the voluntary annexation of approximately 4.526 acres located at 1080 S. IH-45 into the full-purpose corporate limits of the City of Hutchins. The subject tract is currently within the City's Extraterritorial Jurisdiction (ETJ) and is part of the vacant former LKQ salvage yard site.

The applicant states that annexation is needed to bring the entire former LKQ site under one municipal jurisdiction and to support separately submitted requests for Light Industrial (LI) zoning and Specific Use Permit (SUP) approvals.

Address: 1080 S. IH-45, Hutchins, Texas 75141
Area: Approximately 4.526 acres
Tax Parcel ID: 65049981110490100
Current Jurisdiction: City of Hutchins ETJ
Current Municipal Zoning: None; ETJ property is outside the City limits
Existing Site Condition: Vacant portion of former LKQ salvage yard
Survey: William Gatlin Survey, Abstract No. 499, Dallas County
Applicant / Agent: RTG Capital / John Gonzalez



Applicant's location exhibit - 4.526-acre ETJ tract shown in green

Budget Implications

N/A

Operational Impact

Upon annexation, the tract would become subject to full municipal jurisdiction, including zoning, building and fire codes, permitting, inspections, code enforcement, police and fire protection, and other services identified in the services agreement. Future development remains subject to all applicable platting, access, drainage, utility, environmental, site plan, and construction requirements.

Legal Review

The City Attorney Has Reviewed and Prepared The Notice Of Publication.

Staff Recommendation

Staff Recommends approval for the voluntary annexation request.

Supporting Documentation and Attachments

RTG Capital Voluntary Annexation Request

**CITY OF HUTCHINS
ORDINANCE NUMBER 2026-08-1224**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE CITY OF HUTCHINS, TEXAS, EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE A ±4.526-ACRE TRACT OF LAND TO BE ZONED AGRICULTURE WITHIN THE CITY’S LIMITS, GRANTING TO ALL INHABITANTS AND OWNERS OF THE TERRITORY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS, AND BINDING THE INHABITANTS BY ALL THE ACTS, ORDINANCES AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN FOR THE DESCRIBED TERRITORY; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this ordinance pertains to the hereinafter described territory consisting of a ±4.526-acre tract of land being part of a tract of 5.000 acres of land in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, and being part of a certain tract of land as described in deed to LKQ Auto Parts of North Texas LP, recorded in Document No. 201200009798 of the Official Public Records of Dallas County, Texas (OPRDCT), and which is more particularly described in Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the City Council of the City of Hutchins has been presented with a petition requesting annexation; and

WHEREAS, the City Council of the City of Hutchins has given the requisite notices and conducted the public hearings as required by Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council has adopted a service plan as required by Section 43.056 of the Texas Local Government Code for the territory, which is attached hereto as Exhibit “B;” and

WHEREAS, the territory to be annexed lies within the exclusive extra territorial jurisdiction of Hutchins, Texas; and

WHEREAS, the requirements for annexation of this area are as stated in Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Hutchins has concluded that said territory should be annexed to and made a part of the City of Hutchins, Texas.

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

SECTION 1. The territory consisting of a ±4.526-acre tract of land to be zoned Agriculture, which is more particularly described in Exhibit “A” is situated within the exclusive extraterritorial jurisdiction of the City and adjacent and contiguous thereto, be and the same is hereby annexed to the City of Hutchins, Texas.

SECTION 2. The official map and boundary limits of the City shall be and are hereby extended to include said territory within the City limits and the territory described herein shall be and is hereby included within the territorial limits of the City, subject to all the acts, ordinances, resolutions and regulations of said City. The inhabitants of the territory described herein and annexed hereby shall hereafter be entitled to all rights and privileges of other citizens of the City, and shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 3. The City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk for Dallas County, Texas.

SECTION 4. The service plan for the territory is approved by the City Council of the City of Hutchins, which is attached hereto as Exhibit “B” and made a part hereof for all purposes, the same as if fully copied herein, be and the same is hereby adopted by the City of Hutchins.

SECTION 5. To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Hutchins governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

SECTION 6. All provisions of the ordinances of the City of Hutchins, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 8. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

IT IS ACCORDINGLY SO ORDAINED.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ON THIS 3rd DAY OF AUGUST 2026.

APPROVED:

Mario Vasquez, Mayor

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(07-28-2026: 4927-1609-3377, v. 1)

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT "A"
Legal Description (Metes and Bounds)

BEING part of a tract of 5.000 acres of land in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, and being part of a certain tract of land as described in deed to LKQ Auto Parts of North Texas LP, recorded in Document No. 201200009798 of the Official Public Records of Dallas County, Texas (OPRDCT), said tract being more particularly described as follows:

BEGINNING at the a point at the southeast corner of the parent tract, also being the northeast corner of a tract of land described in deed to LKQ Auto Parts of North Texas LP, recorded in Document No. 200600189049 OPRDCT;

THENCE S 60°00'00" W, 973.55 feet to a point in the northeast line of U.S. Highway No. 75;

THENCE N 22°46'00" W, 127.85 feet along the northeast line of said Highway 75;

THENCE traversing said LKQ Auto Parts tract (201200009798), the following:

N 60°00'00" E, 212.69 feet to a point for corner;

N 30°00'00" W, 100.00 feet to a point on the northwest line of the parent tract;

THENCE N 60°00'00" E, 740.85 feet along the shared line thereof to a point at the northeast corner of the parent tract;

THENCE S 27°48'00" E, 226.21 feet along the northeast line of the parent tract, to the POINT OF BEGINNING and containing 4.526 acres of land.

NOTE: LEGAL PROVIDED WAS BASED ON DALLAS COUNTY APPRAISAL DISTRICT OWNER INFORMATION AND SURVEY DATA FROM THE PROVIDED ALTA DATED NOVEMBER 21, 2023. COMPANY DOES NOT REPRESENT THAT THE ABOVE BEARINGS, DISTANCES, ACREAGE, AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

**EXHIBIT “B”
Service Plan
±4.526 Acre Tract of Land**

ANNEXATION SERVICE PLAN FOR THE CITY OF HUTCHINS, TEXAS

For the territory consisting of ±4.526-acre tract of land which is more particularly described in Exhibit “A” attached hereto.

FOR SERVICES EFFECTIVE IMMEDIATELY AFTER DATE OF ANNEXATION

1. POLICE PROTECTION

The City of Hutchins, Texas will provide police protection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Hutchins, Texas with similar topography, land use and population within the newly annexed area.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Hutchins, Texas will provide fire protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Hutchins, Texas, with similar topography, land use and population with the City. Ambulance service will be provided to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Hutchins, Texas, with similar topography, land use and population with the City.

3. SOLID WASTE COLLECTION

The City of Hutchins, Texas will provide residential solid waste collection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Hutchins, Texas, with similar topography, land use and population within the newly annexed area.

4. WATER FACILITIES

Maintenance of any public water facilities in the area to be annexed that are not in the service area of another water utility will begin upon the effective date of the annexation using existing personnel and equipment.

5. MAINTENANCE OF ROADS AND STREETS

Any and all roads, streets or alleyways which have been dedicated to the City of Hutchins, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City of Hutchins, Texas, pursuant to the rules, regulations and fees of such utility.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Hutchins, Texas, is not aware of the existence of any parks, playgrounds or swimming pools now located in the area proposed for annexation. Any existing private parks, playgrounds, swimming pools and other recreational and community facilities within the annexation area will be unaffected by the annexation.

7. MAINTENANCE OF PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Hutchins, Texas, is not aware of the existence of any publicly owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned facility, building or municipal service does exist and are public facilities, the City of Hutchins, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Hutchins, Texas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS

1. POLICE PROTECTION, FIRE PROTECTION AND SOLID WASTE COLLECTION

The Council of the City of Hutchins, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection or solid waste collection. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Hutchins, Texas, with the same or similar topography, land use and population density.

2. WATER AND WASTE WATER FACILITIES

The City Council of the City of Hutchins, Texas, finds and determines it to be unnecessary to construct any additional capital improvements for the purpose of providing water and waste water services. The City Council finds and determines that it has, at the present time, adequate facilities to provide the same type, kind and level of service, which is presently being administered to other parts of Hutchins, Texas, with the same topography, land use and population density.

3. ROADS AND STREETS

Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets and will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and sub-development of the annexed Property, the developers will be required pursuant to the ordinances of the City of Hutchins, Texas, to provide internal and peripheral streets and to construct those

streets in accordance with the specifications required by the City of Hutchins, Texas, for the properly dedicated street.

4. CAPITAL IMPROVEMENTS

Notwithstanding any other provision of this service plan, a landowner within the newly annexed area will not be required to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

SPECIFIC FINDINGS

The City Council of the City of Hutchins, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of Hutchins, Texas. These differences are specifically dictated because of differing characteristics of the Property and the City of Hutchins, Texas will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Hutchins, Texas who reside in areas of similar topography, land utilization and population.

4927-1609-3377, v. 1



STAFF REPORT

MEETING DATE:	August 3, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Blake Moore
AGENDA CAPTION:	Discuss and consider a rezone by John Gonzalez of RTG Capital for 1080 S. IH-45: BEING part of a tract of 5.000 acres of land in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas
Presented by: Chief Building Official Blake Moore	

Background Information

John Gonzalez of RTG Capital is purchasing the LKQ property and has recently been approved for 3 parcels of that property for Rezoning to LI and SUP to better suit future tenants. As part of the approval they have agreed to annex the portion of property that is in the ETJ into the City Of Hutchins. When a piece of property is annexed into the city it is automatically zoned as Agricultural therefore to meet their needs for future use they are requesting it to be rezoned to LI which will then make all 4 parcels of land LI. Their focus is to attract **low-intensity, Light Industrial users** such as contractors, service based industrial tenants, or suppliers—that may require **incidental outdoor storage** without generating excessive traffic, noise, or nuisance impacts.

This was recently passed through P&Z 5-0 on July 27, 2026.

Desired Uses include service-oriented contractors with limited outdoor material storage, operating primarily during normal business hours such as:

- Commercial fencing & gate systems
- Architectural metal / railings
- Precast architectural elements
- Decorative concrete / masonry products
- Shade structures & canopies
- Roofing systems manufacturers
- Commercial window & glazing suppliers
- Curtain wall / façade subcontractors
- Solar mounting systems (non-retail) Architectural millwork shops
- Truss or LVL component fabricators
- Custom cabinetry shops (commercial)
- Engineered wood products distributor
- Electrical apprenticeship programs
- Welding schools
- HVAC training centers
- Utility workforce training yards

- Electrical co-op staging
- Fiber maintenance yards
- Water district service centers
- Traffic signal maintenance facilities
- Agricultural equipment
- Compact construction equipment
- Trailers for sale only (not storage)
- Specialized vehicles (utility, service bodies)

Their commitment to the City Of Hutchins is to work collaboratively with the City, and are willing to undertake Needed improvements as part of this zoning request:

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

Budget Implications

N/A

Operational Impact

N/A

Legal Review

The City Attorney has reviewed and is acceptable as to form.

Staff Recommendation

Staff Recommends Approval

Supporting Documentation and Attachments

Map of Tract 1



CITY OF HUTCHINS
ORDINANCE NO. 2026-08-1225

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS; GRANTING A CHANGE IN ZONING FROM AGRICULTURAL (A) TO LIGHT INDUSTRIAL (LI) FOR TRACT 49.1 CONSISTING OF ±4.526 ACRES OF LAND, BEING PART OF A TRACT OF 5.000 ACRES OF LAND IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF A CERTAIN TRACT OF LAND AS DESCRIBED IN DEED TO LKQ AUTO PARTS OF NORTH TEXAS LP, RECORDED IN DOCUMENT NO. 201200009798 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS (OPRDCT) AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”; AND GRANTING A CHANGE IN ZONING FROM HIGHWAY COMMERCIAL (HC) TO LIGHT INDUSTRIAL (LI), FOR TRACT 49.2 CONSISTING OF ±0.474 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY ABST. NO. 499, DALLAS COUNTY TEXAS, AND BEING PART OF A CERTAIN TRACT OF LAND AS DESCRIBED IN DEED TO T.F. CAMPBELL, RECORDED IN VOLUME L, PAGE 412 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “B”; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Hutchins, Texas, as heretofore amended (collectively the “Zoning Ordinance”), be and the same are hereby amended to grant a change in zoning from Agricultural (A) to Light Industrial (LI) for Tract 49.1, consisting of ±4.526 acres being a part of a tract of 5.000 acres of land in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, and being part of a certain tract of land as described in deed to LKQ Auto Parts of North Texas LP, recorded in Document No.

201200009798 of the Official Public Records of Dallas County, Texas (OPRDCT) being more particularly described in Exhibit “A”; and granting a change in zoning from Highway Commercial (HC) to Light Industrial (LI), for Tract 49.2 consisting of ±0.474 acres of land situated in the William Gatlin Survey Abst. No. 499, Dallas County, Texas, and being part of a certain tract of land as described in deed to T.F. Campbell , recorded in Volume L, Page 412 of the Deed Records of Dallas County, Texas, and being more particularly described in Exhibit “B” (the “Property”).

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

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

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

SECTION 5. That all provisions of the Ordinances of the City of Hutchins, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City of Hutchins, Texas, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Ordinances of the City of Hutchins, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

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

SECTION 9. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provides.

IT IS ACCORDINGLY SO ORDAINED.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 3RD DAY OF AUGUST 2026.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida Jr., City Attorney
(07-28-2026: 4925-1070-4833, v. 1)

EXHIBIT “A”
Tract 49.1 Consisting of ±4.526 Acres of Land
Legal Description (Metes and Bounds)

BEING part of a tract of 5.000 acres of land in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, and being part of a certain tract of land as described in deed to LKQ Auto Parts of North Texas LP, recorded in Document No. 201200009798 of the Official Public Records of Dallas County, Texas (OPRDCT), said tract being more particularly described as follows:

BEGINNING at the a point at the southeast corner of the parent tract, also being the northeast corner of a tract of land described in deed to LKQ Auto Parts of North Texas LP, recorded in Document No. 200600189049 OPRDCT;

THENCE S 60°00'00” W, 973.55 feet to a point in the northeast line of U.S. Highway No. 75;

THENCE N 22°46'00” W, 127.85 feet along the northeast line of said Highway 75;

THENCE traversing said LKQ Auto Parts tract (201200009798), the following:

N 60°00'00” E, 212.69 feet to a point for corner;

N 30°00'00” W, 100.00 feet to a point on the northwest line of the parent tract;

THENCE N 60°00'00” E, 740.85 feet along the shared line thereof to a point at the northeast corner of the parent tract;

THENCE S 27°48'00” E, 226.21 feet along the northeast line of the parent tract, to the POINT OF BEGINNING and containing 4.526 acres of land.

NOTE: LEGAL PROVIDED WAS BASED ON DALLAS COUNTY APPRAISAL DISTRICT OWNER INFORMATION AND SURVEY DATA FROM THE PROVIDED ALTA DATED NOVEMBER 21, 2023. COMPANY DOES NOT REPRESENT THAT THE ABOVE BEARINGS, DISTANCES, ACREAGE, AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

EXHIBIT "B"
Tract 49.2 Consisting of ±0.474 Acres of Land
Legal Description (Metes and Bounds)

BEING A TRACT OF 5.000 ACRES OF LAND IN THE WILLIAM GATLIN SURVEY ABST. NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF A CERTAIN TRACT OF LAND AS DESCRIBED IN DEED TO T.F. CAMPBELL, RECORDED IN VOLUME L, PAGE 412 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND SAID 5.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN TRACT OF LAND DESCRIBED IN DEED TO T.F. CAMPBELL RECORDED IN VOLUME O, PAGE 321, DEED RECORDS, DALLAS COUNTY, TEXAS; AN IRON ROD AT A FENCE CORNER; THENCE N 27° 48' 00" W, ALONG AN OLD FENCE AND HEDGE ON THE NORTHEAST LINES OF SAID CAMPBELL TRACTS, 653.35 FT. TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN;

THENCE S 60° 00' 00" W, 973.55 FT. TO A POINT IN THE NORTHEAST LINE OF US HIGHWAY NO. 7;

THENCE N 22° 46' 00" W, ALONG THE NORTHEAST LINE OF SAID HIGHWAY, 227.85 FT;

THENCE N 60° 00' 00" E, 953.54 FT. TO A POINT IN THE NORTHEAST LINE OF SAID CAMPBELL TRACT;

THENCE S 27° 48' 00" E, ALONG THE NORTHEAST LINE OF SAID CAMPBELL TRACT, 226.21 FT. TO THE POINT OF BEGINNING AND CONTAINING 5.000 ACRES OF LAND.

SAVE AND EXCEPT The following described tract, being the following described tract, being that portion lying within the extraterritorial jurisdiction (ETJ) of the City of Hutchins, Texas:

BEING part of a tract of 5.000 acres of land in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, and being part of a certain tract of land as described in deed to T.F. Campbell, recorded in Volume L, Page 412 of the Deed Records of Dallas County, Texas (DRDCT), said tract being more particularly described as follows:

COMMENCING at the Southeast corner of a certain tract of land described in deed to T.F. Campbell in Volume O, Page 321 DRDCT, a fence corner;

THENCE N 27°48' W, 431.69 feet along the northeast line of said Campbell tracts to the POINT OF BEGINNING of the 5.000 acre tract described herein;

THENCE S 60°00'00" W, 995.15 feet to a point in the northeast line of U.S. Highway No. 75;

THENCE N 22°46'00" W, 126.21 feet along the northeast line of said Highway 75;

THENCE N 60°00'00" E, 212.69 feet to a point for corner;

THENCE N 30°00'00" W, 100 feet to a point for corner;

THENCE N 60°00'00" E, 740.85 feet to the northeast line of said Campbell tract;

THENCE S 27°48'00" E, 221.66 feet along the northeast line of said Campbell tract, to the POINT OF BEGINNING and containing 4.526 acres of land.



STAFF REPORT

MEETING DATE: August 3, 2026

MEETING TYPE: City Council

SUBMITTED BY: Blake Moore

AGENDA CAPTION: Discuss and consider a request by John Gonzalez representing RTG Capital for a Specific Use Permit (SUP) to allow Motor Freight Company/Terminal, Heavy Machinery Sales/Storage, Truck Sales & Storage, Low Risk Industrial Manufacturing Not Wholly Enclosed Within A Building and Low Risk Industrial Manufacturing Not Wholly Enclosed Within A Building under 1 SUP in the Light Manufacturing district for 1080 S IH 45 BEING part of a tract of 5.000 acres of land in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas

Presented by: Chief Building Official Blake Moore

Background Information

John Gonzalez representing RTG Capital is requesting a Specific Use Permit (“SUP”) for future tenants at 1080 S IH 45. There is a possible tenant Frederick Companies <https://www.frederickcompanies.com/>—a logistics company headquartered in Houston—offers trucking, warehousing, and industrial storage solutions. It currently occupies 160,000 to 180,000 square feet in Wilmer on a site with three acres of outside storage. They are out of room and will need space for data storage related construction materials. They have a 3rd party logistics subsidiary called Drange Company that is expected to be housed here. They will have the need to store large spools of cabling/ wiring amongst other materials for data centers. This is a possible future tenant that has conveyed interest.

The LI, Light Industrial, district is intended primarily for the conduct of light manufacturing, assembling and fabrication activities, and for warehousing, research and development, wholesaling and service operations that do not typically depend upon frequent customer or client visits. Such uses do require accessibility to major thoroughfares, major highways, and/or other means of transportation. The uses they are requesting require an SUP under LI (Light Industrial). The City Attorney has advised to place all the uses under one SUP.

Specific Use Permits (SUP)s

following SUPs are hereby requested to afford the property additional compatible uses to effectuate successful tenancy.

Category	Land Use	HC	LI	HI	Definitions	Current/ Proposed Tenant/ Owner
Transportation Uses	Motor Freight Company/Terminal*	S	S	P	A company using trucks or other heavy load vehicles to transport goods, equipment and similar products, or a premises where cargo is stored and where heavy load vehicles load and unload cargo, but excluding trucking as accessory to the primary use of the production or manufacture of goods or products. This term includes companies that move residential or commercial belongings and premises where such belongings are stored for any period of time.	The Frederick Companies (Trucking, Warehousing, and Industrial Storage Yards)
Commercial Uses	Heavy Machinery Sales/Storage*	S	S	P	A building or open area used for the display, sale, rental or storage of heavy machinery, tractors or similar machines, or a group of machines which function together as a unit.	
Commercial Uses	Truck Sales & Storage	S	S	P		
Industrial & Related Uses	Low Risk Industrial Manufacturing Not Wholly Enclosed Within a Building		S	S		
Industrial & Related Uses	Low Risk Industrial Manufacturing Wholly Enclosed Within a Building		S	P		

This was recently passed through P&Z 5-0 on July 27, 2026.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

The City Attorney has reviewed and is acceptable as to form.

Staff Recommendation

Staff Recommend Approval

Supporting Documentation and Attachments

Map of tract 1



**CITY OF HUTCHINS
ORDINANCE NO. 2026-08-1226**

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING BY GRANTING A SPECIFIC USE PERMIT (“SUP”) WITH SPECIAL CONDITIONS TO ALLOW A MOTOR FREIGHT COMPANY/TERMINAL; HEAVY MACHINERY SALES/STORAGE; TRUCK SALES & STORAGE; LOW RISK INDUSTRIAL MANUFACTURING NOT WHOLLY ENCLOSED WITHIN A BUILDING; LOW RISK INDUSTRIAL MANUFACTURING WHOLLY ENCLOSED WITHIN A BUILDING ON LAND ZONED LIGHT INDUSTRIAL (“LI”) FOR TRACT 49.1 AND TRACT 49.2, ±5.0 ACRES OF LAND, SITUATED IN THE WILLIAM GATLIN SURVEY ABST. NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF A CERTAIN TRACT OF LAND AS DESCRIBED IN DEED TO T.F. CAMPBELL, RECORDED IN VOLUME L, PAGE 412 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, COMMONLY KNOWN AS 1080 SOUTH INTERSTATE HIGHWAY 45, HUTCHINS, DALLAS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR THE APPROVAL OF THE PROPOSED SITE PLAN ATTACHED HERETO AS EXHIBIT “B”; PROVIDING FOR THE APPROVAL OF THE PROPOSED CONCEPT PLAN ATTACHED HERETO AS EXHIBIT “C”; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins, in compliance with the laws of the State of Texas, with references to the granting of zoning classification changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; the said governing body is of the opinion that the Specific Use Permit zoning application should be approved; and, in the exercise of legislative discretion, has concluded that the Comprehensive Zoning Ordinance and Map of the City of Hutchins should be amended.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Hutchins, Texas, be and the same are hereby amended by granting a Specific Use Permit (“SUP”) to allow for a Motor Freight Company/Terminal; Heavy Machinery Sales/Storage; Truck Sales & Storage;

Low Risk Industrial Manufacturing Not Wholly Enclosed Within A Building; Low Risk Industrial Manufacturing Wholly Enclosed Within A Building on land zoned Light Industrial (“LI”) for Tract 49.1 and Tract 49.2, ±5.0 acres of land, situated in the William Gatlin Survey Abst. No. 499, Dallas County, Texas, and being part of a certain tract of land as described in deed to T.F. Campbell, recorded in Volume L, Page 412 of the Deed Records of Dallas County, Texas (the “Property”) and being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes.

SECTION 2. That the Property shall be developed and used in accordance with the development regulations for Light Industrial (“LI”) as established in Section 28 of the Hutchins Zoning Code, with the following special conditions:

- A. Site Plan. The Property shall be developed and used substantially in accordance with the Site Plan attached hereto as Exhibit “B” which is hereby approved.
- B. Concept Plan. The Property shall be developed and used substantially in accordance with the Concept Plan attached hereto as Exhibit “C” which is hereby approved.

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

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

SECTION 5. That all provisions of the Ordinances of the City of Hutchins, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City of Hutchins, Texas, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Ordinances of the City of Hutchins, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Hutchins, as heretofore amended, and upon conviction shall be punished

by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provides.

IT IS ACCORDINGLY SO ORDAINED.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 3RD DAY OF AUGUST 2026.

APPROVED:

Mario Vasquez, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(07/29/2026: 4938-5268-7041, v. 1)

Cynthia Olguin, City Secretary

EXHIBIT “A”
Property Description 5.000 Acres

BEING A TRACT OF 5.000 ACRES OF LAND IN THE WILLIAM GATLIN SURVEY ABST. NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF A CERTAIN TRACT OF LAND AS DESCRIBED IN DEED TO T.F. CAMPBELL, RECORDED IN VOLUME L, PAGE 412 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND SAID 5.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN TRACT OF LAND DESCRIBED IN DEED TO T.F. CAMPBELL RECORDED IN VOLUME O, PAGE 321, DEED RECORDS, DALLAS COUNTY, TEXAS, AN IRON ROD AT A FENCE CORNER; THENCE N 27° 48' 00" W, ALONG AN OLD FENCE AND HEDGE ON THE NORTHEAST LINES OF SAID CAMPBELL TRACTS, 653.35 FT. TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN;

THENCE S 60° 00' 00" W, 973.55 FT. TO A POINT IN THE NORTHEAST LINE OF US HIGHWAY NO. 75;

THENCE N 22° 46' 00" W, ALONG THE NORTHEAST LINE OF SAID HIGHWAY, 227.85 FT;

THENCE N 60° 00' 00" E, 953.54 FT. TO A POINT IN THE NORTHEAST LINE OF SAID CAMPBELL TRACT;

THENCE S 27° 48' 00" E, ALONG THE NORTHEAST LINE OF SAID CAMPBELL TRACT, 226.21 FT. TO THE POINT OF BEGINNING AND CONTAINING 5.000 ACRES OF LAND.

EXHIBIT “B”
Site Plan

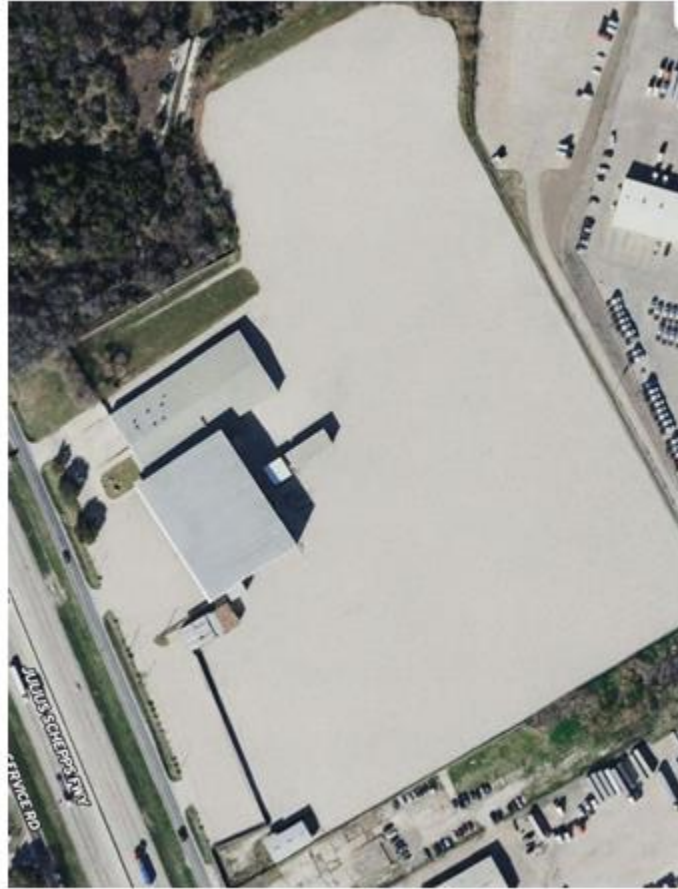


EXHIBIT “C” Concept Plan



4938-5268-7041, v. 1



STAFF REPORT

MEETING DATE:	July 20, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Katherine Lindsey
AGENDA CAPTION:	Proposal for Christmas fireworks show. Presented by: Katherine Lindsey

Background Information

During the City Council retreat on May 28, 2026, the City Council expressed interest in having a fireworks show as part of the City’s annual Christmas celebration. This year a parade and other festivities are planned at Campbell Park on December 12, 2026. Proposals/quotes were obtained by three companies: Pyrotechnico, Illumination, and Liberty. All three have been invited to present before Council. Based on their availabilities, Pyrotechnico presented their proposal on July 20th, 2026, and Illumination will attend August 3, 2026. Liberty Fireworks is unavailable to attend in-person.

Budget Implications

The costs will be included in the Proposed FY2027 budget.

Operational Impact

NA

Legal Review

The resolution was approved by the City Attorney.

Staff Recommendation

NA

Supporting Documentation and Attachments

Proposals

CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2026-08-1349

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH _____ TO HOST A FIREWORKS DISPLAY FOR THE CITY OF HUTCHINS CHRISTMAS EVENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutchins is interested in having a fireworks display as part of its annual Christmas celebration, scheduled for December 12, 2026;

WHEREAS, the site south of Campbell Park was inspected and determined to be a safe and convenient location to serve as the discharge site;

WHEREAS, quotes from three vendors were obtained based on similar criteria;

WHEREAS, upon receiving the presented materials the City of Hutchins finds that it is in the public interest to select _____ as the fireworks vendor for the event; 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 negotiate and execute an Agreement for Fireworks Display, 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 an agreement with _____, and all related documents thereto, on behalf of the City of Hutchins.

SECTION 2. This Resolution shall become effective immediately upon its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 3rd day of August 2026.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

LIBERTY FIREWORKS

**Display Proposal
City of Hutchins
December 12th, 2026**



Liberty Fireworks

Michael Rios – Owner & President

210-560-0075

9890 TX- 1604 Loop

San Antonio, TX 78252

<https://www.libertyfireworks.us/>

LIBERTY FIREWORKS

DISPLAY PROPOSAL

Show Date: December 12th, 2026

Budget and Duration: \$7,850 – for a 12-13 minute Fireworks Display
Republic of Texas – Expandable at \$650 per additional minute

Location: 200 S. Denton St, Hutchins, TX 75141

Insurance Liability Coverage: \$1,000,000 liability policy

Permits: Liberty Fireworks will pull all permits necessary and will work with the Authority Having Jurisdiction to meet all state and local regulations
The cost of the permit varies by jurisdiction and will be paid for by the client

Personnel: Licensed through the State of Texas

Safety Procedures: Liberty Fireworks adheres to all safety regulations listed in the National Fire Protection Association 1126 and the Texas Occupations Code Chapter 2154, Title 28, Chapter 34.8002

Terms: 50% balance due at the signing of the contract. Remainder balance due five days prior to the day of the Fireworks Display.

LIBERTY FIREWORKS

Proposed Show Segments

Opening: A barrage is designed to attract the attention of the audience and entice them to pay attention... “The show has just begun!” The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial effects will fill the night’s air. As the opening barrage grows, the intensity of colors and sound will permeate the skies. **30-45 seconds**

Feature Presentation: The main body of the fireworks display should not be just one shot fired after another. It’s about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some fireworks are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. Every product is handpicked and designed to ensure there are nearly no duplicates of tableaux throughout the program. The audience will enjoy a fully designed display. The intensity will continue to grow until... **11-12 minutes**

Grand Finale: Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. Liberty Fireworks designs the grand finale so that the audience will not forget their experience at your venue. There will be two stages to the grand finale. The first stage will appear to be the finale with the night skies being pounded with loud explosive colors and then a short pause... The crowd will think that the show is over until we hit the quiet night skies again with loud explosions, a full array of affects and vibrant colors that will leave a lasting impression on your guests. **30-45 seconds**

LIBERTY FIREWORKS

Fireworks Listing by Segments

Professional 1.4g Fireworks Display

Opening

Combination of 500g fan and multi-effect cakes

1 x 24 Shot Mortar Rack

Approximately 100 shots and effects

Body

Multiple angled and straight mortar racks (60g canister shells)

Combination of 200g multi-effect cakes

Combination of 500g fan and multi-effect cakes

Combination of 1000g fan and multi-effect cakes

Approximately 1,100 shots and effects

Grand Finale

Multiple angled and straight mortar racks (60g canister shells)

Combination of 200g multi-effect cakes

Combination of 500g fan and multi-effect cakes

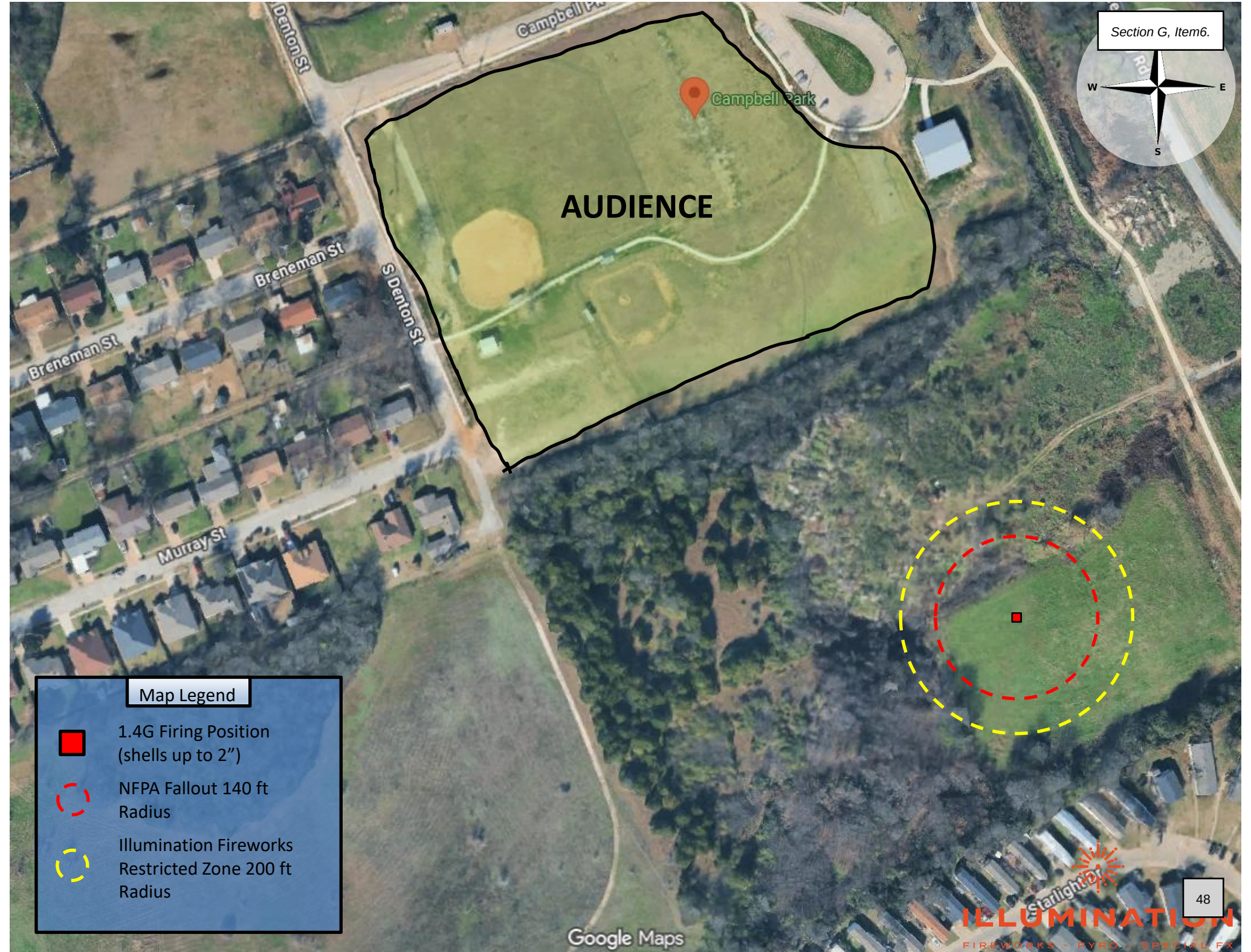
Combination of 1000g fan and multi-effect cakes

Multiple zipper cake with various effects

1 x Fan slice / sweep for grand finale

Approximately 450 shots and effects

Approximate Total of Shots and Aerial Effects 1,650



Section G, Item 6.



Map Legend

-  1.4G Firing Position (shells up to 2")
-  NFPA Fallout 140 ft Radius
-  Illumination Fireworks Restricted Zone 200 ft Radius



ILLUMINATION
FIREWORKS - PYRO - SPECIAL FX

Section G, Item6.

ESTIMATE

E-12980

1605 Crescent Circle, Suite 200
Carrollton, TX 75006

12.12.26 Hutchins Christmas Fireworks

Account Manager Andrew Schoffler	Ship Date 12/12/2026 12:00 AM	Return Date 12/12/2026 12:00 AM	Shipping Address Campbell Park 200 S Denton St Hutchins, TX 75141
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Description	Price	Qty	Sub Total
12 Minute 1.4G Aerial Fireworks Display (shells up to 2")	\$14,280.00	1	\$14,280.00
Fire Department Permit/Standby Fees*	\$0.00	1	\$0.00
Display Estimate Includes:			
\$5,000,000 (Five Million) General Liability & Auto Insurance			
Workers Compensation Insurance			
Federal ATF Explosives License, State & Local Permit Acquisition			
Computer Scripting/Choreography			
All Necessary Transportation			
All Necessary Equipment			
All Necessary Labor Including Experienced, Licensed Pyrotechnicians & Assistants			
100% Electronic Computer Firing			
Equipment Tear-down & Cleanup			

Estimate Notes

* Permit fees are traditionally waived for city events.

Total	\$14,280.00
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ESTIMATE

E-12987

1605 Crescent Circle, Suite 200
Carrollton, TX 75006

12.12.26 Hutchins Christmas Fireworks (15m)

Account Manager

Andrew Schoffler

Ship Date

12/12/2026 12:00 AM

Return Date

12/12/2026 12:00 AM

Shipping Address

Campbell Park
200 S Denton St
Hutchins, TX 75141

Description	Price	Qty	Sub Total
15 Minute 1.4G Aerial Fireworks Display (shells up to 2")	\$17,850.00	1	\$17,850.00
Fire Department Permit/Standby Fees*	\$0.00	1	\$0.00
Display Estimate Includes:			
\$5,000,000 (Five Million) General Liability & Auto Insurance			
Workers Compensation Insurance			
Federal ATF Explosives License, State & Local Permit Acquisition			
Computer Scripting/Choreography			
All Necessary Transportation			
All Necessary Equipment			
All Necessary Labor Including Experienced, Licensed Pyrotechnicians & Assistants			
100% Electronic Computer Firing			
Equipment Tear-down & Cleanup			

Estimate Notes

* Permit fees are traditionally waived for city events.

Total

\$17,850.00

Customer and Fire Marshal References

Customer References:

1. City of Meadows Place

Contact: Colene Cabeza

Email: parksdirector@cityofmeadowsplace.org

Phone: 281-642-7696

2. City of Lamesa

Contact: Dora Armendariz

Email: president@lamesachamber.org

Phone: 806-872-2181

3. City of Kermit

Contact: Mike Arismendez

Email: marismendez@kermittx.gov

Phone: 432-586-3510

4. City of Pecos

Contact: Edward De Leon

Email: edeleon@pecostx.gov

Phone: 432-755-4862

5. Tapatio Springs Hill Country Resort

Contact: Paul Rushofsky

Email: prushofsky@tapatio.com

Phone: 830-537-5885

6. The Hills Country Club

Contact: Joshua Lowell

Email: Joshua.Lowell@invitedclubs.com

Phone: 619-251-1640

7. City of Castroville

Contact: Jonah Chang

Email: Jonah.Chang@castrovilletx.gov

Phone: 830-931-0033

8. Retama Park Race Track

Contact: Blanca Dittman

Email: Blanca.Dittman@pennentertainment.com

Phone: 210-807-0508

Fire Marshal References:

9. City of San Antonio Fire Marshal

Contact: Rene Aguirre

Email: Rene.Aguirre@sanantonio.gov

Phone: 210-387-1397

10. Kendall County Fire Marshal

Contact: Harold De Hart

Email: harold.dehart@co.kendall.tx.us

Phone: 830-249-3721

11. Bexar County Fire Marshal

Contact: David Duggan

Email: david.duggan@bexar.org

Phone: 210-335-0324

City of Hutchins, TX

December 12, 2026

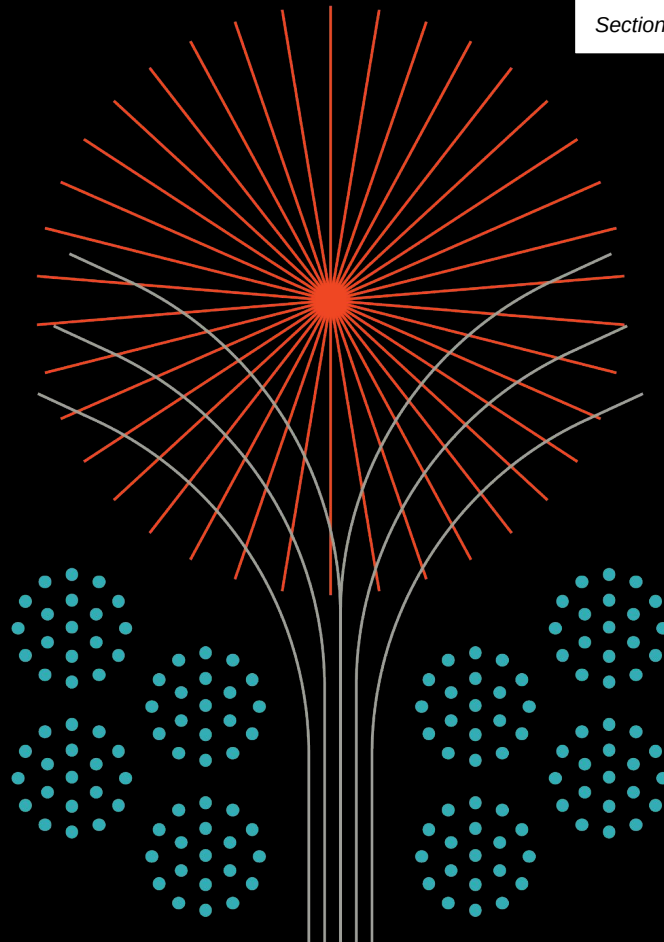
Section G, Item 6.

VERSION
1.0

07.09.26

- ↳ OUR STORY
- ↳ OUR LOCATIONS
- ↳ OUR CAPABILITIES
- ↳ FIREWORKS
- ↳ DRONES
- ↳ SPECIAL FX
- ↳ PROPOSALS
- ↳ SITE PLAN
- ↳ PRICING
- ↳ CONTACT

■ PROPOSAL



Our Story

Section G, Item6.

Constantino Vitale brought his craft from Italy to New Castle, PA, founding Pyrotechnico over 135 years ago.



Growth & Expansion

↳ Generations of the Vitale family grew the business and introduced special effects to enhance their live events.



Joining Live Events

↳ Pyrotechnico became part of the Live Events Productions family, delivering full-service 360° experiences.

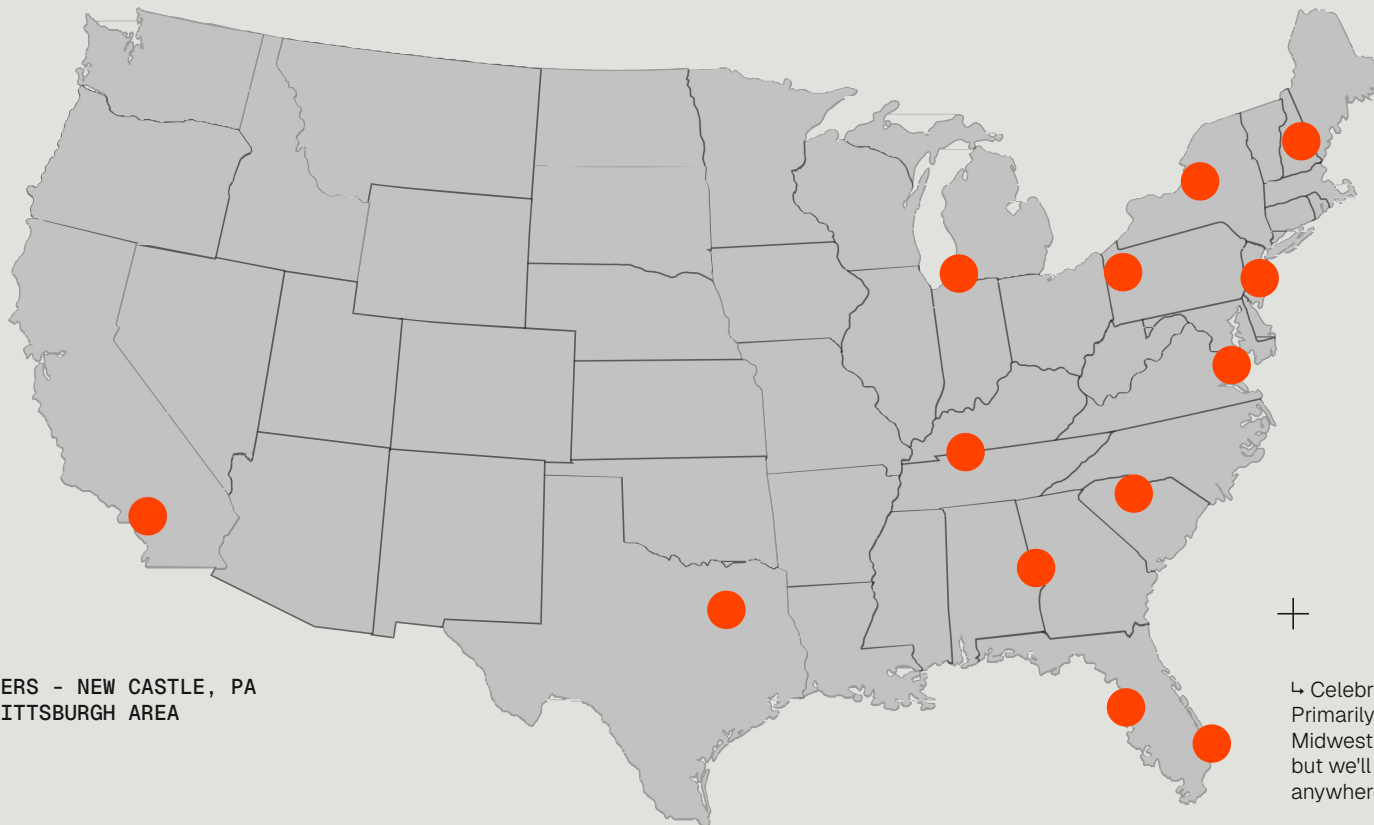


New Innovations

↳ Our Drone Light Shows now combine fireworks with cutting-edge technology for incredible shows and performances.

Regional Presence

Section G, Item6.



HEADQUARTERS - NEW CASTLE, PA
GREATER PITTSBURGH AREA

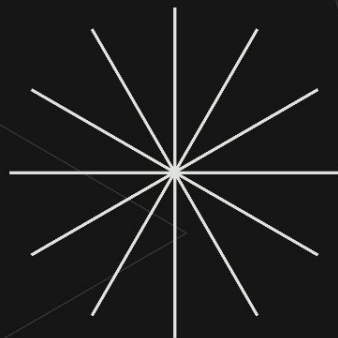
↳ Celebrated Nationally
Primarily based in the
Midwest and East Coast-
but we'll celebrate
anywhere you invite us.



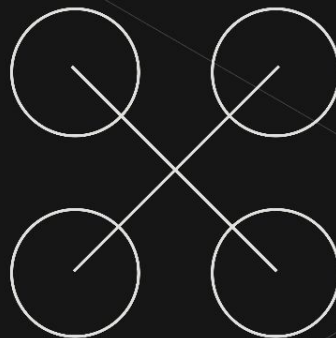
OUR
CAPABILITIES



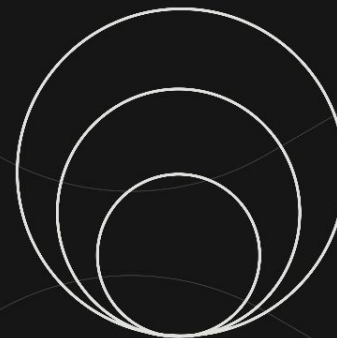
Section G, Item6.



FW



DR



FX



Fireworks

↳ Our Capabilities
Creating unparalleled magic with a
classic explosive performance.



Section G, Item6.

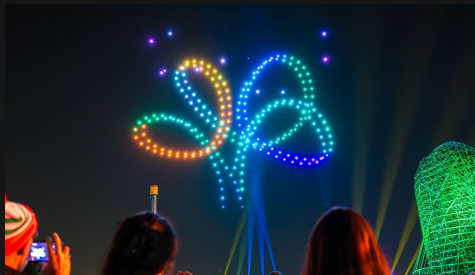


Drones

↳ Our Capabilities
A new and elite category of
entertainment, using high-tech,
state of the art drones.



Section G, Item 6.



Special FX

↳ Our Capabilities
The most epic of elements:
fireballs, mushroom clouds,
airbursts and spherical sparks
are just the beginning of how
we elevate shows.



Section G, Item6.



Fireworks Proposal

↳ Opening Presentation & Body

The Opening Presentation will start your display off “with a bang.” A “mini-finale” will excite the crowd and get them energized for a great show. The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

↳ Special Effect Barrages

Special Effect Barrages will enhance your display in ways you haven’t seen before. The innovative firings and creative effects matched with imaginative color combinations will give your audience a one-of-a-kind presentation. Wave Willows, Red & Green Falling Leaves, Silver Whirl with Green Glittering Mines, and Lemon & Purple “X” Crossettes are just some of the effects that have brought crowds to their feet with their jaws dropping in amazement.

↳ Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

Fireworks (Option A: 15 min)

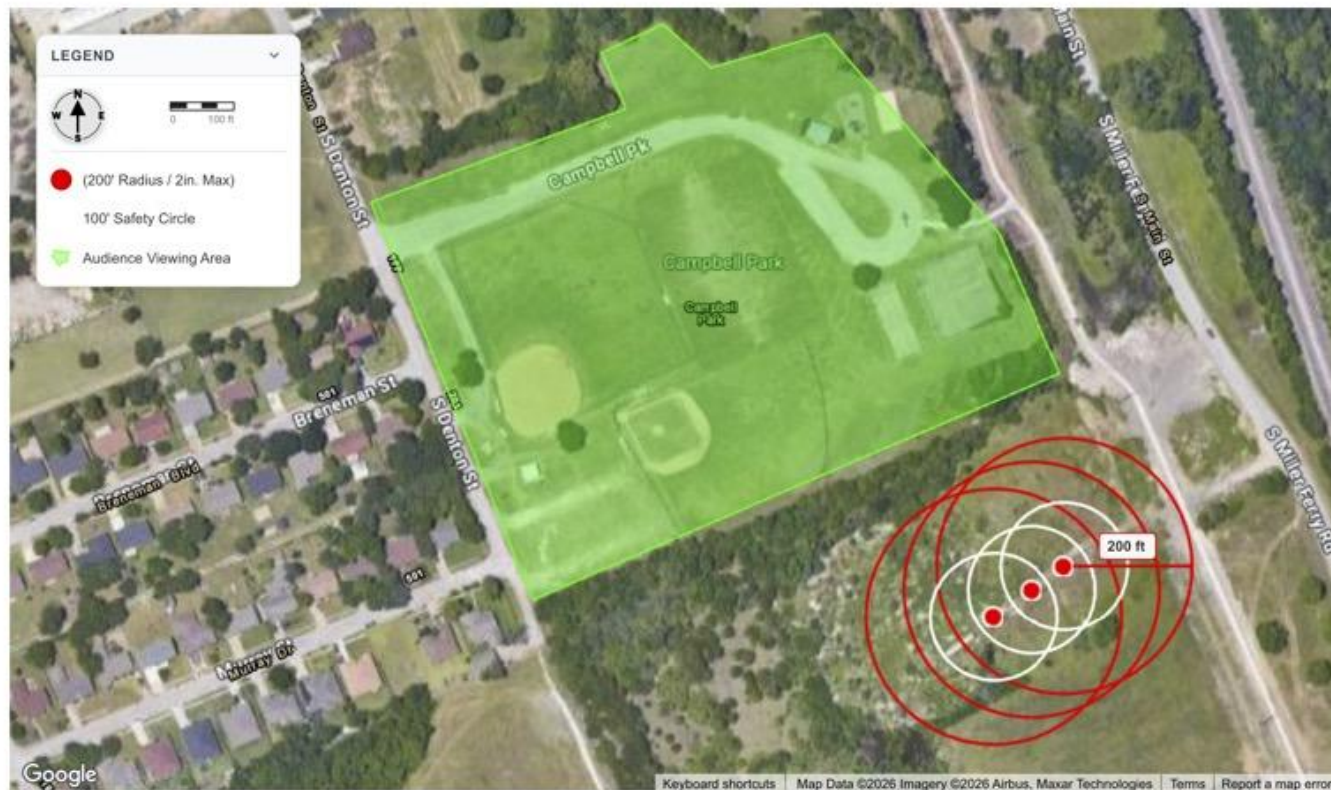
6	19-Shot Specialty Barrages	114
4	24-Shot Premium Barrages	96
4	25-Shot Specialty Barrages	100
4	25-Shot Premium Barrages	100
8	49-Shot Fan Barrages	392
6	49-Shot Straight Barrages	294
2	49-Shot Premium Barrages	98
2	81-Shot Specialty Barrages	162
4	100-Shot Fan Barrages	400
4	100-Shot Straight Barrages	400
4	150-Shot Specialty Barrages	600
1	600-Shot Premium Barrage	600
6	36-Shot Premium 2-in. Barrages	216
6	49-Shot Finale Barrages: Color	294
6	49-Shot Finale Barrages: Thunder	294
6	36-Shot Specialty 2-in. Finale Shells	216

Fireworks (Option B: 12 min)

3	19-Shot Specialty Barrages	114
2	24-Shot Premium Barrages	96
2	25-Shot Specialty Barrages	100
2	25-Shot Premium Barrages	100
6	49-Shot Fan Barrages	392
6	49-Shot Straight Barrages	294
2	49-Shot Specialty Barrages	98
1	81-Shot Specialty Barrages	162
3	100-Shot Fan Barrages	300
3	100-Shot Straight Barrages	300
3	150-Shot Specialty Barrages	450
1	600-Shot Premium Barrage	600
4	49-Shot Finale Barrages: Color	196
4	49-Shot Finale Barrages: Thunder	196
6	36-Shot Specialty 2-in. Finale Shells	216

Fireworks (Option C: 10 min)

8	49-Shot Fan Barrages	392
4	49-Shot Straight Barrages	196
1	81-Shot Specialty Barrage	81
3	100-Shot Fan Barrages	300
2	100-Shot Straight Barrages	200
2	150-Shot Specialty Barrage	300
1	600-Shot Premium Barrage	600
4	49-Shot Finale Barrages: Color	196
4	49-Shot Finale Barrages: Thunder	196
6	36-Shot Specialty 2-in. Finale Shells	216



This site is secured a minimum of 200ft from all sides of the firing site. No health care, detention, or correctional facilities are located within the required separation distance of the firing site, and no churches, hospitals, asylums, licensed child care centers, schools, or institutions of higher education are located within 600 feet of the firing site, or their locations are identified on this diagram. No hazardous materials are located within 400ft of the firing site, or their locations are identified on this diagram.

Method of restraint/security on all sides of the firing site:



Pyrotecnico
299 Wilson Road
NEW CASTLE, PA
1(800) 854-4705

261212 City of Hutchins TX_Pyrotecnico Site Plan_2in.

max_SE Lot
Campbell Park
Hutchins, TX

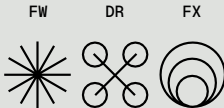
Site Plan Created: 07-09-2026 1:09 PM | By: GT

SAFETY DISCLAIMER

All site conditions, distances, measurements, and fallout radius calculations shown in this diagram are for planning purposes only and shall be verified by qualified personnel prior to implementation. The ultimate responsibility for safety compliance rests with onsite pyrotechnicians and the authority having jurisdiction (AHJ). All measurements and safety distances must be confirmed on-site by qualified professionals familiar with applicable local, state, and federal regulations, including but not limited to NFPA standards. This diagram does not constitute a safety inspection or guarantee of regulatory compliance.

Pricing: High Impact Fireworks Display

↳ 10 Minutes (Single Position)	\$10,000.00
↳ 12 Minutes (3-Positions)	\$15,000.00
↳ 15 Minutes (3-Positions, Premium Choreographed Display)	\$20,000.00
↳ Estimated State Permit Fees included (Local fees TBD)	





PYROTECNICO.COM



800.854.4705



Section G, Item 6.



George Tinker

214.558.8321

gtinker@pyrotecnico.com



PYROTECNICO



STAFF REPORT

MEETING DATE:	August 3 rd , 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Wanda Randle
AGENDA CAPTION:	Discuss and consider authorizing the City Administrator to execute a Professional Service Agreement with TurningArt not to exceed \$182,000.00 Presented by: Wanda Randle Director of Community Services

Background Information

When the City Council envisioned our new City Hall, the goal was never simply to construct a building—it was to create a place that reflects the heart of our community. Together, Council and residents envisioned a civic space that would inspire pride, celebrate our shared identity, and truly belong to the people of Hutchins.

Through our partnership with TurningArt, that vision became a reality. Nearly 2,000 square feet of custom exterior mosaics, a monumental public sculpture, and a thoughtfully curated interior art collection transformed City Hall into more than a municipal facility—it became a vibrant expression of Hutchins' history, culture, and aspirations.

The impact extends far beyond aesthetics. This initiative created meaningful paid opportunities for local artists, strengthened the connection between residents and their civic spaces, and established a lasting landmark that will welcome and inspire generations to come. Today, City Hall stands as a powerful symbol of Hutchins' pride, resilience, and promise for the future.

Building on Our Success

We now have the opportunity to build upon this successful foundation. As Hutchins prepares to open its new Recreation Center, Library, and Active Aging Space, we are asking the City Council to authorize the continuation of our partnership with TurningArt. By extending the artistic vision established at City Hall, we can create a cohesive visual identity that unites our civic spaces and reinforces the character of our community.

The Vision

Through custom mosaics and site-specific wall installations thoughtfully designed for these high-traffic public spaces, we will:

- Celebrate the values that define Hutchins, including lifelong learning, recreation, wellness, and community connection.

- Honor the people who have shaped our city, with special recognition of the invaluable contributions of our older adults.
- Create continuity by extending the artistic legacy established at City Hall throughout our newest civic facilities.
- Strengthen Hutchins' identity by creating welcoming, inspiring public spaces that residents recognize with pride and visitors remember.

TurningArt will oversee every phase of the project—from artistic concept and community collaboration through fabrication and installation—ensuring each piece is thoughtfully integrated into its environment. The result will be a unified collection of public art that enriches the visitor experience, reflects the spirit of Hutchins, and reinforces our commitment to creating civic spaces that inspire connection, belonging, and community pride for generations to come.

Configuration Options

Council has four thoughtfully designed options to consider, each offering different levels of coverage and customization:

Configuration A - Full Coverage Mosaics

- 3 Interior Mosaics, 719 Sq Ft
- Maximum visual impact throughout the facilities

Configuration B - Partial Coverage Mosaics

- 3 Interior Mosaics, 496 Sq Ft
- Strategic placement in key gathering areas

Configuration C - Partial Coverage Mosaics & Custom Commission

- 2 Interior Mosaics, 268 Sq Ft
- 1 2D/3D Custom Commission, approx 60 Sq Ft
- Balanced approach with a signature statement piece

Configuration D - Full Coverage Mosaics & Custom Commission

- 2 Interior Mosaics, 403 Sq Ft
- 1 2D/3D Custom Commission, approx 60 Sq Ft
- Comprehensive coverage with a unique focal point

The Ask

We respectfully request Council's approval to continue our partnership with TurningArt and select the configuration that best serves our community's vision—investing in public art that doesn't just decorate our spaces, but defines them, connects them, and makes them unmistakably ours.

Budget Implications

\$182,000 from the City’s Hotel Occupancy Tax (HOT) fund for public art installations. Under Texas state law, HOT revenue may be used for projects that directly enhance and promote tourism, including **art in public places** that attract visitors, strengthen cultural offerings, and support community identity. These installations will contribute to Hutchins’ tourism appeal and align with allowable HOT expenditures.

Operational Impact

NA

Legal Review

Legal will review based on Councils Decision

Staff Recommendation

We recommend moving forward with this initiative to enhance the public experience at the new Recreation Center/Library and to solidify Hutchins' identity through artistic expression

Supporting Documentation and Attachments

Staff report

Turning Art Proposal

**CITY OF HUTCHINS
RESOLUTION NO. R2026-08-1350**

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 A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF HUTCHINS AND TURNINGART, INC. FOR ART CONSULTANT SERVICES IN AN AMOUNT NOT TO EXCEED \$182,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with a proposed Professional Services Agreement for Art Consultant Services between the City and TurningArt, Inc. (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 negotiate and execute an Agreement for Art Consultant Services, 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 an Agreement with TurningArt, Inc. for Art Consultant Services, and all related documents thereto, on behalf of the City of Hutchins.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 3rd day of August 2026.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(07-22-2026: 4907-4162-1439, v. 1

Turning Art

PRELIMINARY ARTWORK PROPOSAL FOR

The City of Hutchins

Recreation Center Library & Active Aging Space

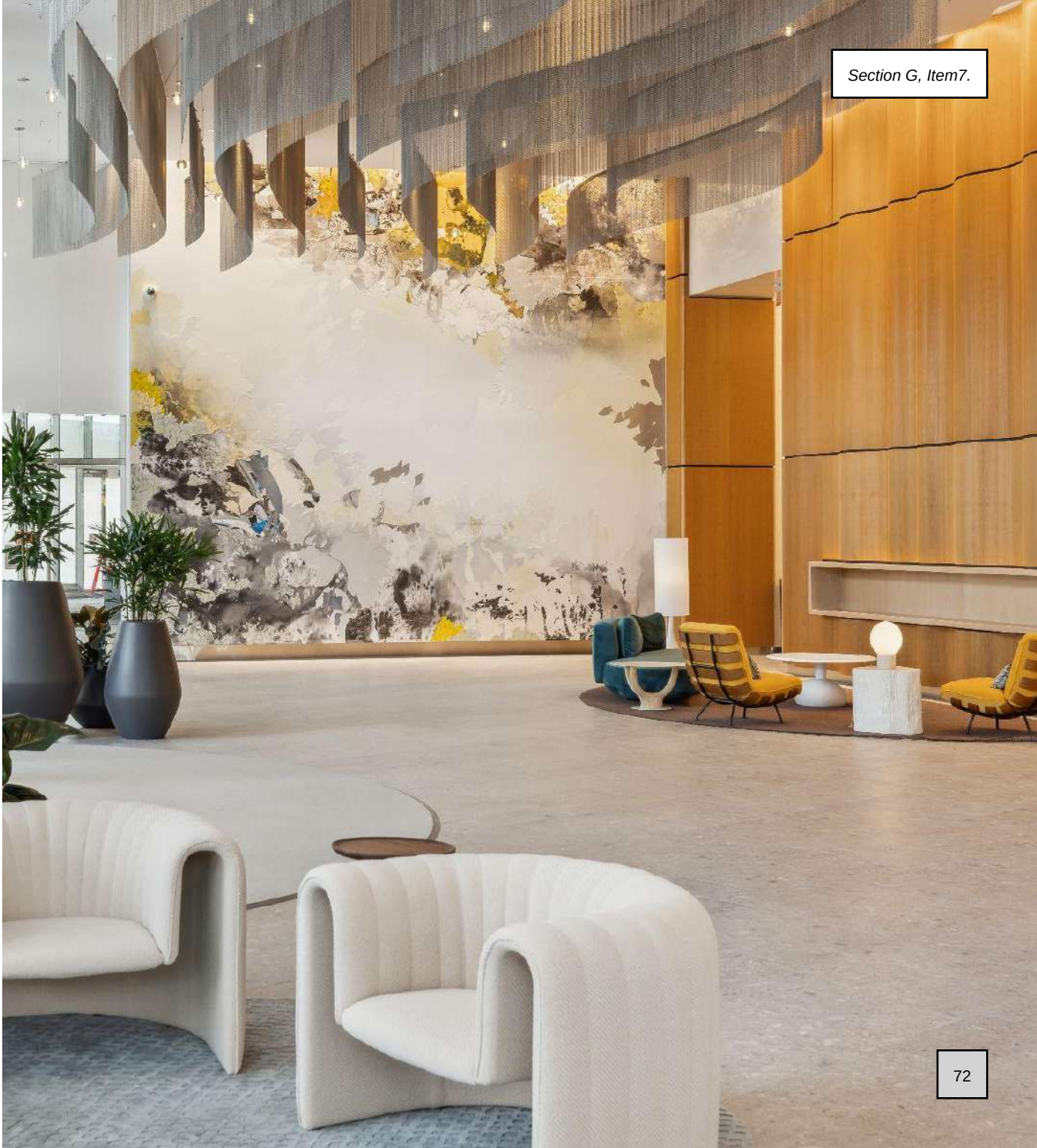
Table of Contents

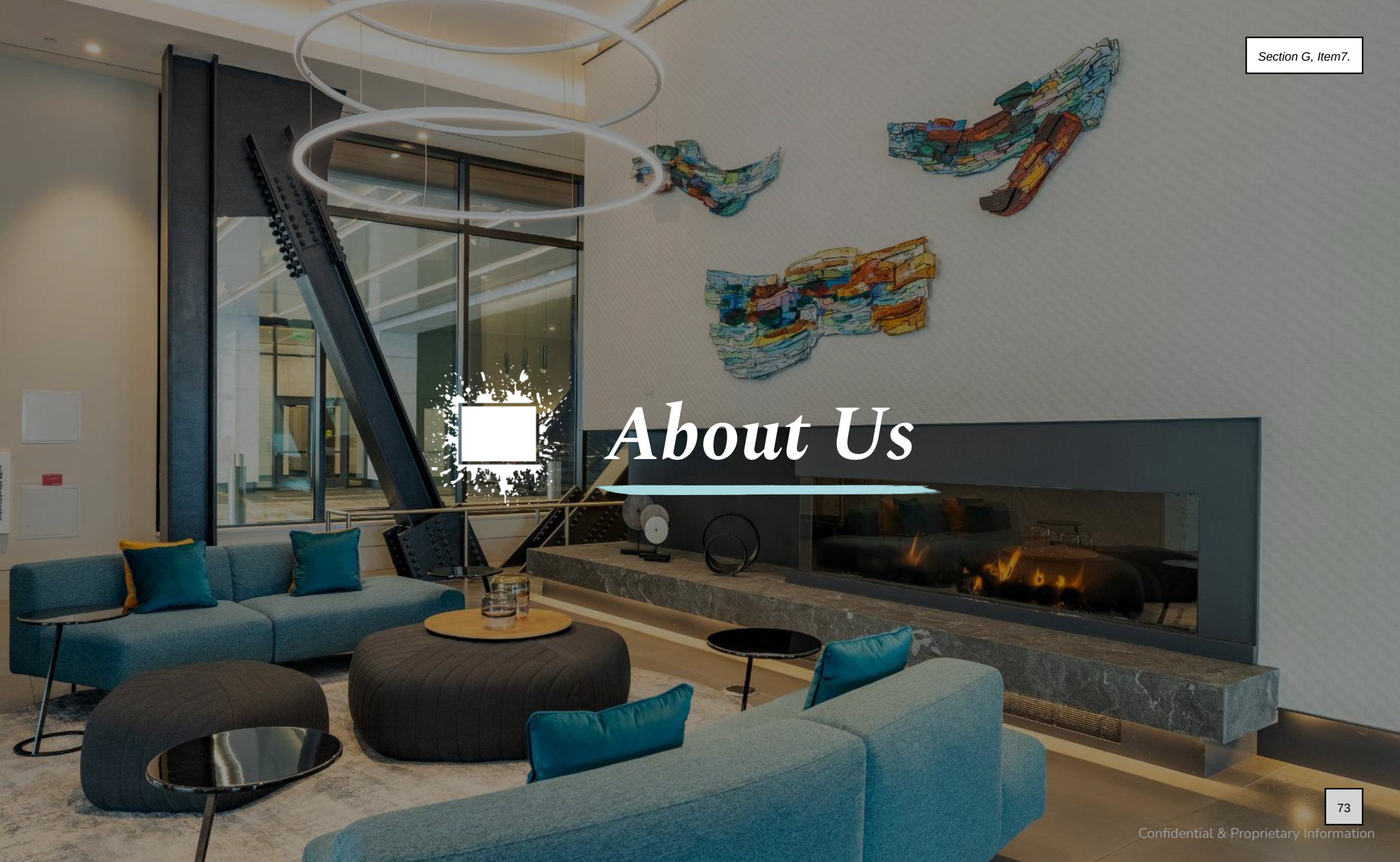
ABOUT US	3
EXPERIENCE	11
PROJECT PLAN	23
PROCESS & TIMELINE	29
ART & DESIGN	33
BUDGET	43

PROPOSAL PREPARED BY

Erin Doherty | Senior Art Advisor
erin@turningart.com | 860-287-4848

Aubrey Thorp | Director of Enterprise
aubrey@turningart.com | 713-299-2624



A modern lounge interior featuring a large blue sectional sofa with teal and yellow pillows. In the center is a large, dark, ribbed ottoman with a round wooden top holding two glasses. To the right is a long, low fireplace with a dark metal frame and a stone hearth, with a fire burning inside. The wall above the fireplace is white and features three large, colorful, abstract sculptures made of layered wood or paper. A large window on the left side of the room provides a view of the exterior. A black metal staircase is visible in the background. The ceiling has a modern design with circular light fixtures.

About Us

We believe in the power of art
to create a more inspired world.

TurningArt's mission is to bring the creativity of today's artists into our everyday experience in order to create connections between local artists and their communities.



Dynamic Spaces

We build concept-driven option sets that can include any art; from prints to originals, vinyl to murals, and sculptures to site specific installations.

Turnkey Service

We handle everything, from design and curation to installation and rotation, freeing you to get involved as much or as little as you like. You will have a dedicated Art Advisor throughout.

Local Artwork, Nationally

We work directly with over 4,000 artists nationwide so that, wherever you are, you can feature local artwork and support your local creative economy.

All Artwork Types

Section G, Item 7.



Fine Art Prints | Originals | Sculpture | Hand-Painted Murals | Vinyl | Digital | Site-Specific Commissions

All Services

Section G, Item7.



DEDICATED ART ADVISORY

Your Art Advisory team will manage the entire project, from budget and scope development to curation, to installation management



DESIGN & CURATION

Art placement recommendations to scale and aesthetic finish, and expert curation inspired by space design, furniture and finishes



ON-SITE CONSULTATIONS

Our team is here to help you photograph and measure your space as needed to support the development of your art plan - just let us know how we can help!



PRODUCTION & TREATMENTS

All assembly is provided by the best of the fine art industry, nation wide, so you do not have to source any printers, framers, art, or artists



PROFESSIONAL INSTALLATION

No need to unpack, sort, find hardware - our professional Art Handlers will stage, hang, and keep things level



SHIPPING, HANDLING & DELIVERY

Shipping is always included, Artwork will arrive safely, on time, and ready to hang!



INSURANCE & LIABILITY

All services and artwork are fully insured, we've got you covered!



TECH-ENABLED PLACARDS

Gallery-style placards synced with QR code to learn more about the collection from your smartphone



PROFESSIONAL PHOTOGRAPHY

Complimentary post-installation photoshoot, option social media blast, hi-res files for your own marketing

Our Commitment to *Artist Empowerment*

Section G, Item 7.



Learn more about our Artists on our In Studio Blog!
<https://blog.turningart.com/in-studio>

Full Agency for Artists

Our artist agreements are open, meaning we don't ask artists to limit where and how they sell their work. We believe that giving artists agency in their careers gives them the best chances of success.

Always Free

Showing artwork on TurningArt is entirely free, and always will be. No membership fees are required, and there are no overhead costs to get started.

Easy & Accessible

We take care of all production and logistics associated with our print programs and manage the design process for commissioned work, so that our artists are free to focus on making their work.

Local Artists, Nationally

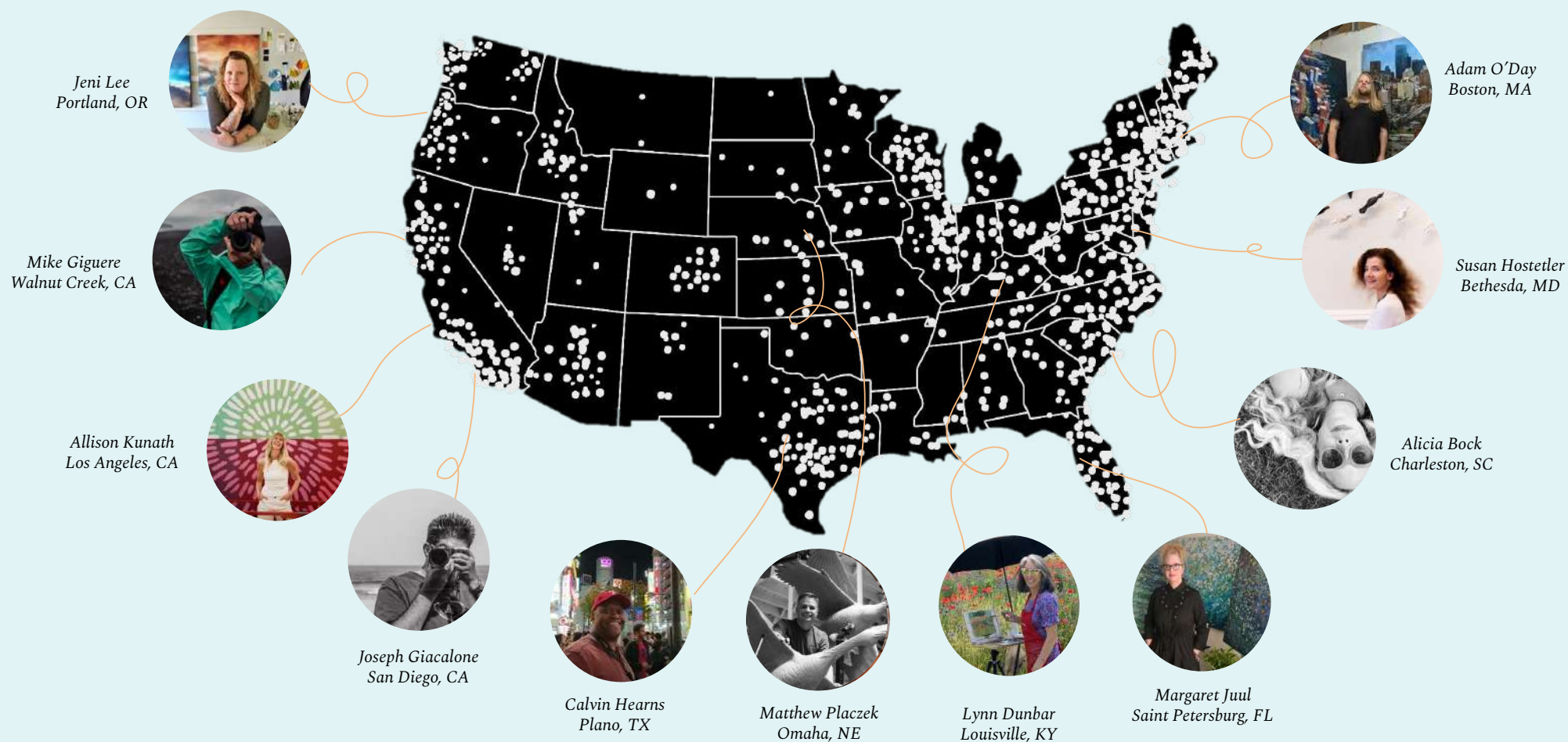
Our extensive network of **over 4,000 artists**, dedicated team, and established vendor relationships extend nationwide, positioning us as the go-to solution provider for clients seeking streamlined project management from start to finish.

TurningArtist Heat Map



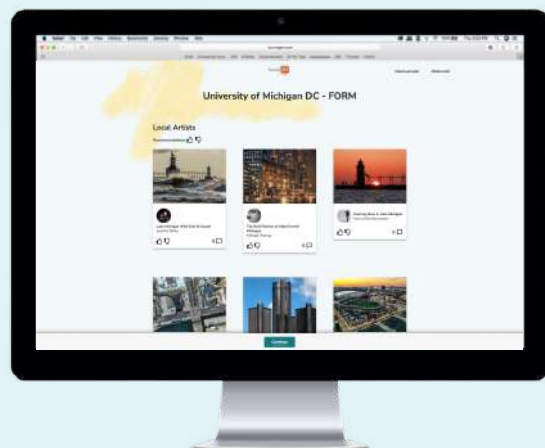
Local Artists Nationwide

Our ever-growing network of over 4,000 artists, dedicated team, and established vendor relationships extend nationwide, positioning us as the go-to solution for clients seeking streamlined project management from start to finish. TurningArt also has an Artist Services team dedicated to artist recruitment, **ensuring we deliver dynamic artwork programs featuring local artists.**

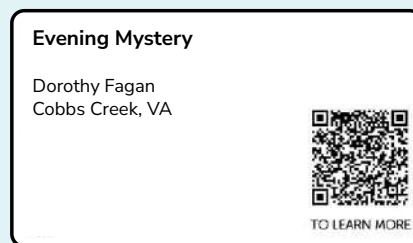


Community-Minded & Tech-Enabled

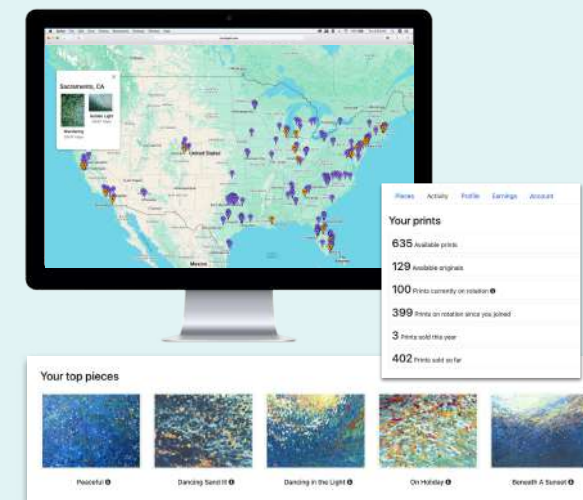
Our custom-built technology enables efficient collaboration, as well as fun, innovative, clear, and memorable art experiences. Examples include: our online art vote tool, QR code enabled artwork placards, and artist data dashboards.



***Voting Tools for Streamlined
Decision-making***



Tech Placards & Mobile Discovery



***Artist Dashboard &
Portfolio Management***



Art that sets your property apart.

Whether you are managing a class A commercial property or building a mixed-use multi-family development, TurningArt delivers value to your property and its tenants. You'll work one-on-one with a dedicated Art Advisor to elevate the tenant experience.

Art for Every Space

From floor-to-ceiling lobby installations and hallway triptychs to custom murals and vinyl graphics, we offer a full range of artworks that can be completely customized to meet the needs of your space.

A New Type of Renovation

Our rotational artwork programs provide a low-cost way to periodically update the look of your space and impress your tenants.

Superior Value & Flexibility

We offer purchase, lease & rotation, or a combination of any approach to allow flexibility for any project, at every price point.

CBRE

JLL

Hines

nuveen
A TIAA Company

**CUSHMAN &
WAKEFIELD**

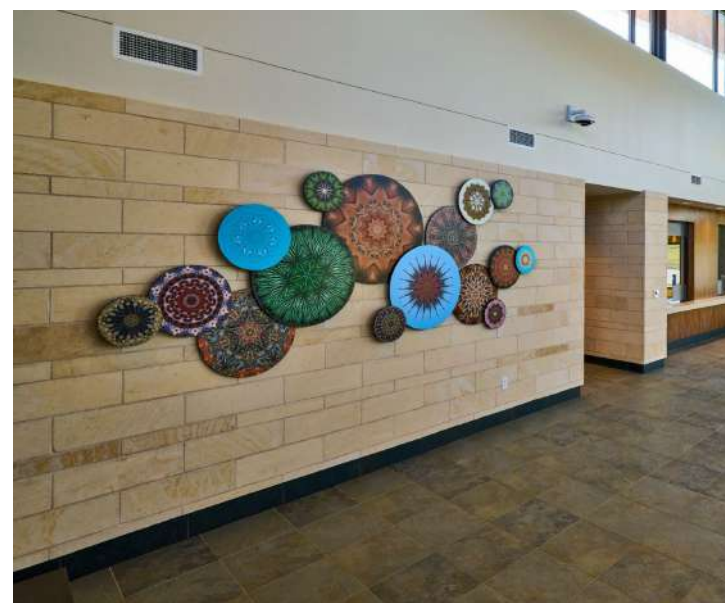


Experience

City of Hutchins

For their new City Hall, the City of Hutchins sought artwork that reflects the city's character and fosters a strong sense of belonging. They brought in TurningArt to help bring this vision to life, activating the space and connecting it to the community by partnering with local artists. The project created meaningful opportunities for local artists and infused the space with vitality through a unique collaborative process. It includes nearly 2,000 square feet of exterior mosaics, a monumental exterior sculpture, and a curated interior artwork collection, each contributing to the overall impact. Witnessing the artists' ideas take shape on such a grand scale - and knowing these pieces will welcome generations of residents and visitors - was an important milestone for the city. The site now serves as a lively community space that showcases Hutchins' pride, history, and bright future.

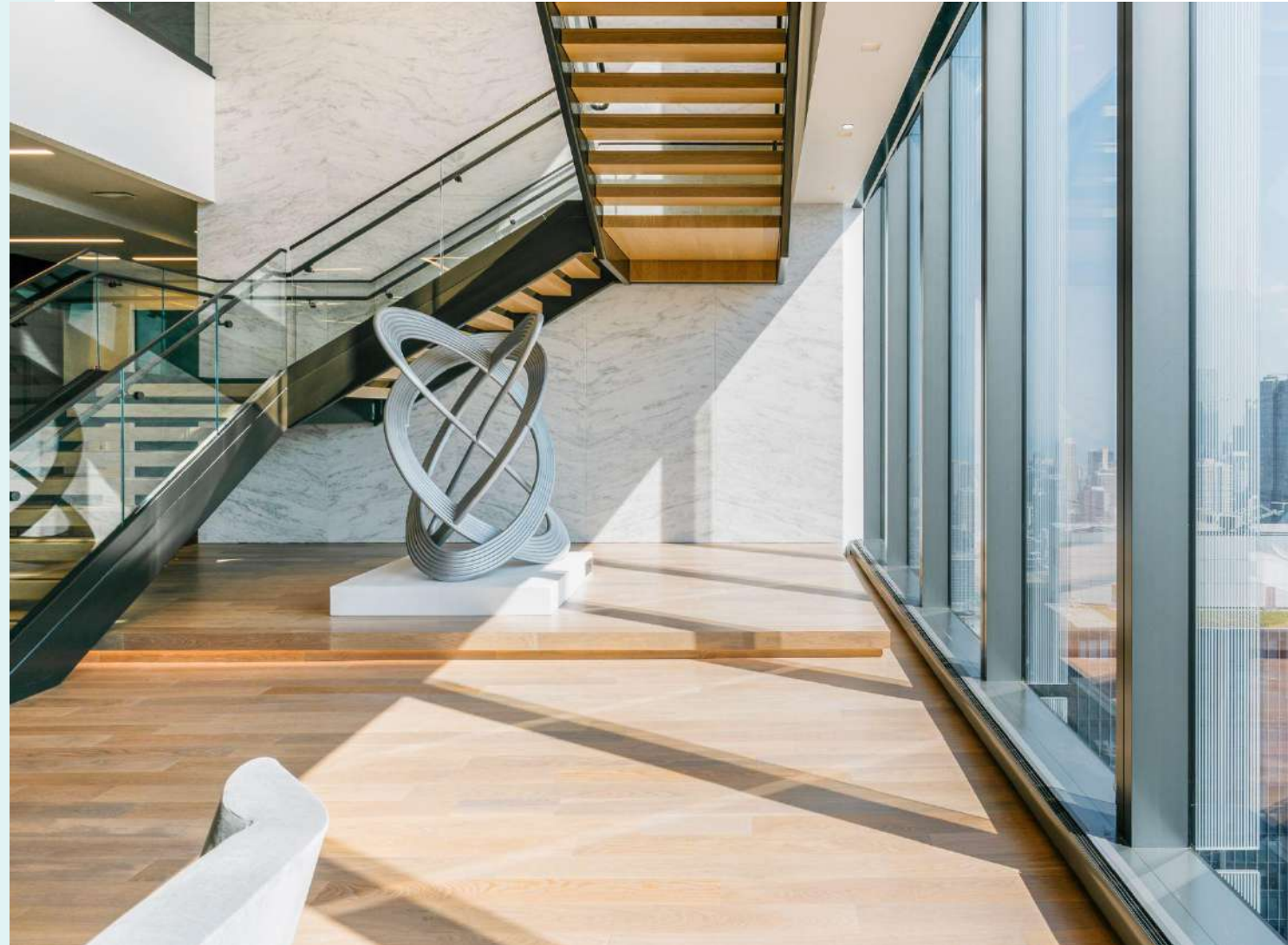


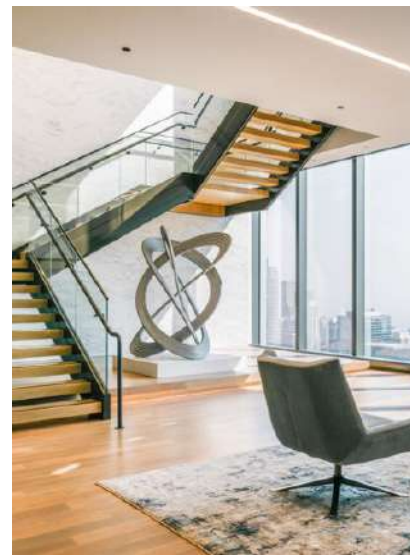
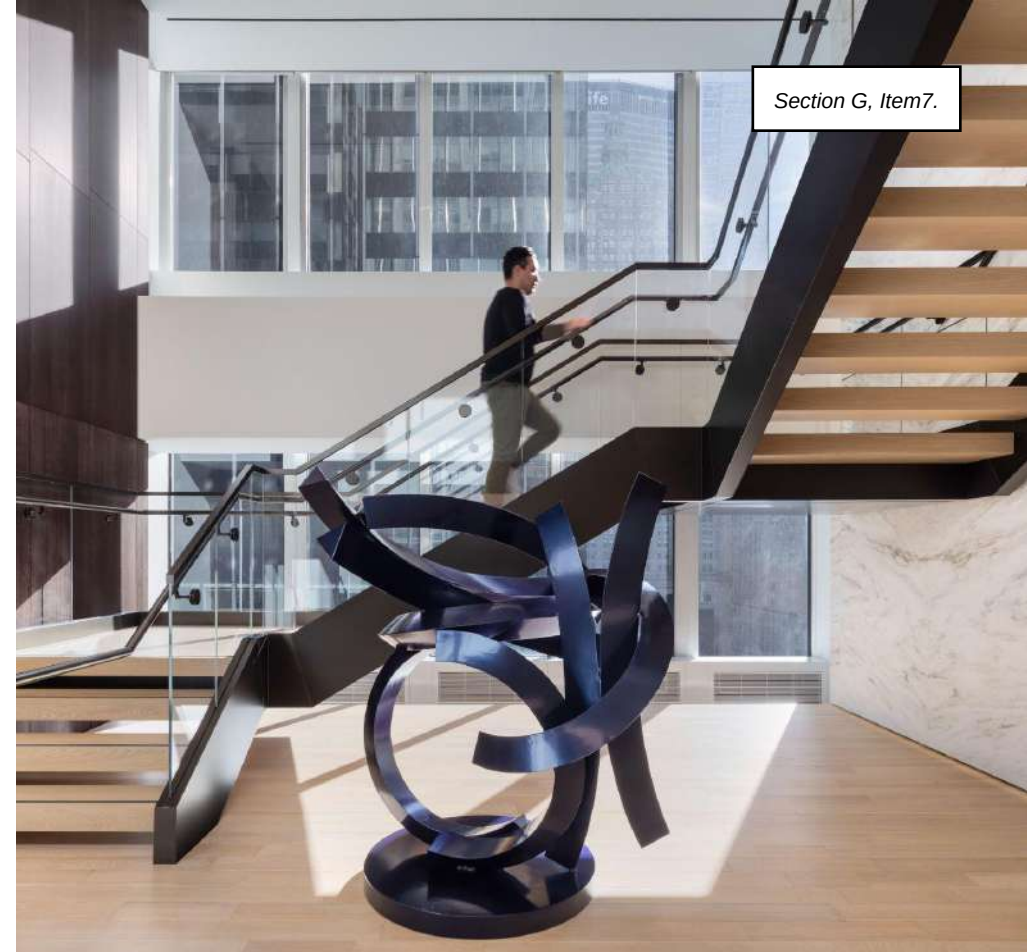


Lincoln International

TurningArt has worked closely with Lincoln International across several offices to enliven their spaces with warm, inviting, dynamic, and local art collections. Each collection highlights Lincoln International's global presence while also celebrating the local artist community, and features statement artworks in reception areas that align with company culture and values of growth, collaboration, integrity, and timelessness.

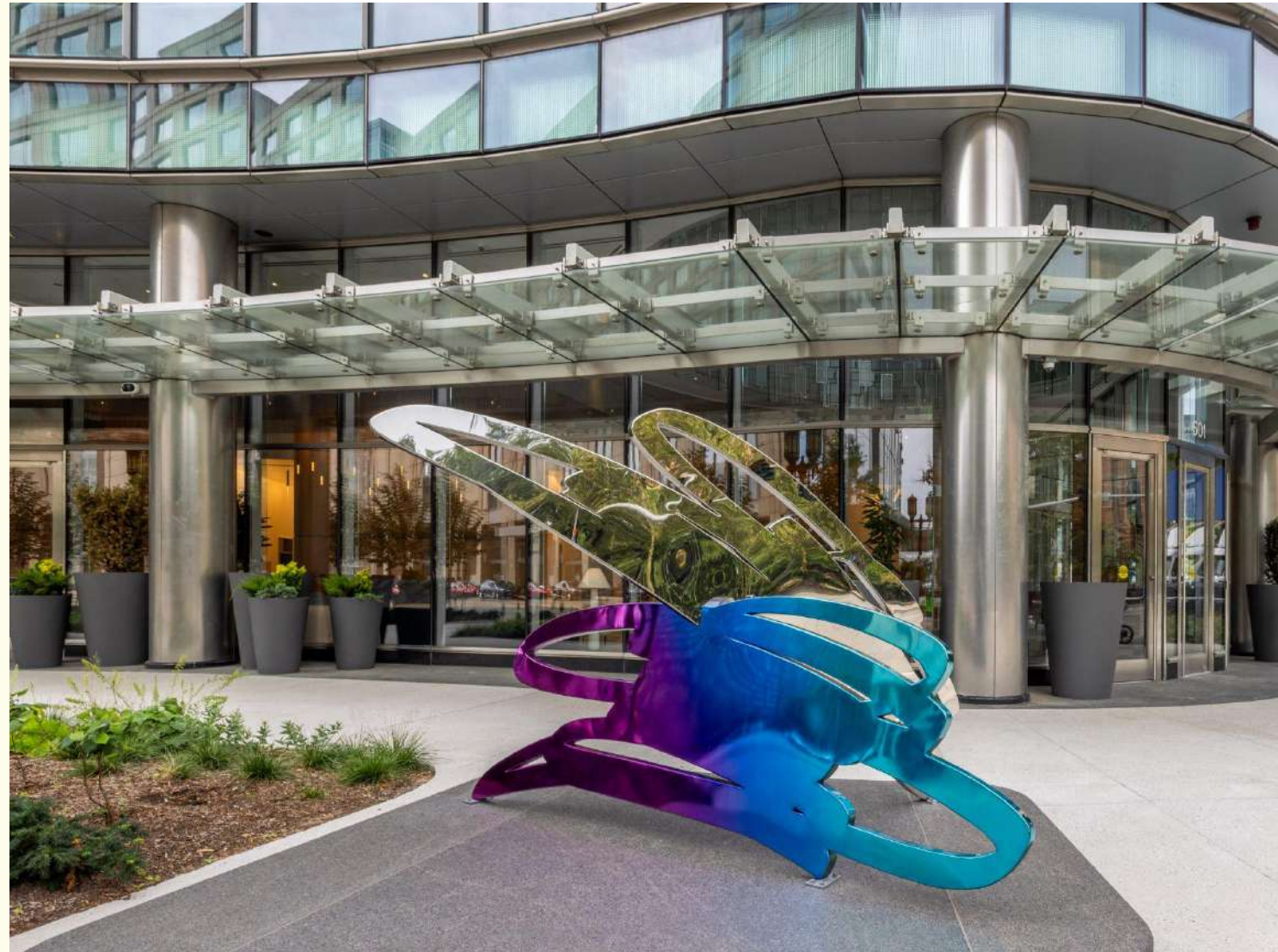
To date, we have worked with Lincoln to outfit their Chicago, San Francisco, Dallas, Los Angeles, NYC, Atlanta, Richmond, and London offices.

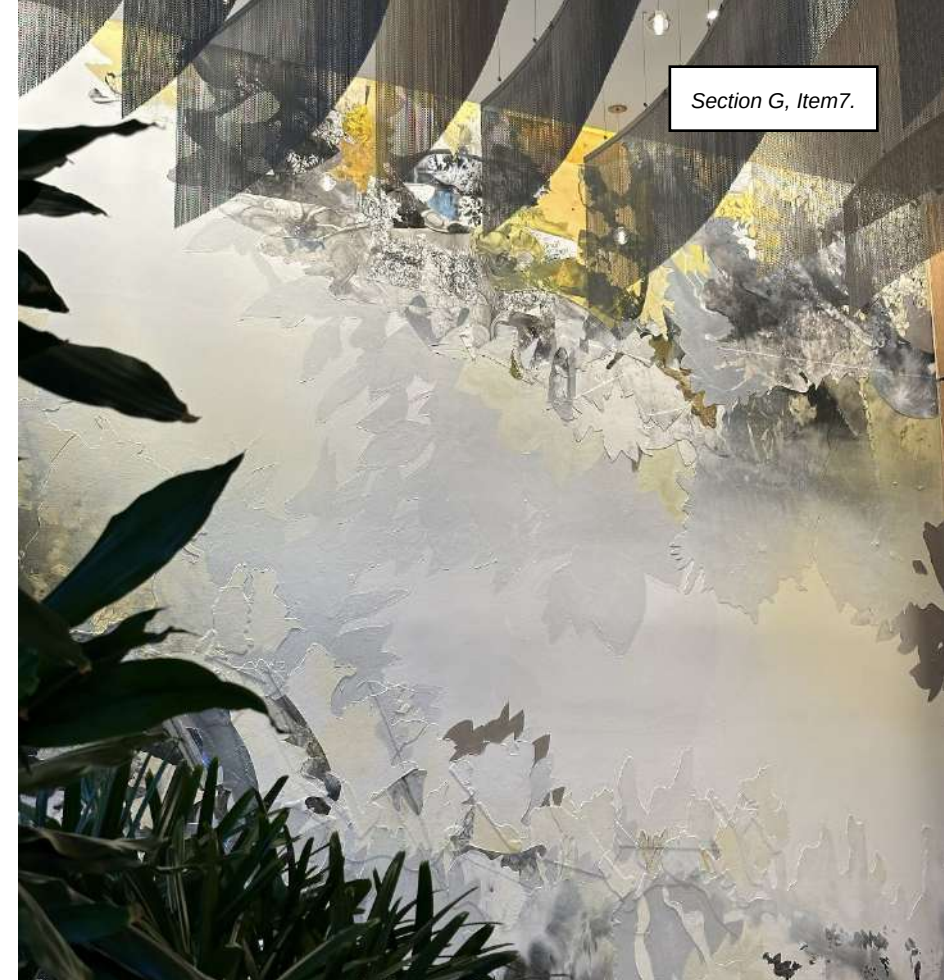




Seaport Science Center

Seaport Science Center is BioMed Realty's 492,000 square foot flagship location in the Boston's Seaport. Seaport Science Center is at the forefront of both life science enterprise and innovation, offering next generation lab design that is deep rooted to the true meaning of research and discovery. TurningArt partnered with BioMed Realty to bring dynamic art programming to it's public spaces, including two custom large-scale exterior sculptures, and two 500+ square feet hand-painted murals. Artists were carefully selected for their ability to contribute to a cohesive art experience with universal appeal, and to develop visually striking and conceptually compelling designs that create an inspiring backdrop for the life science community to connect and innovate.

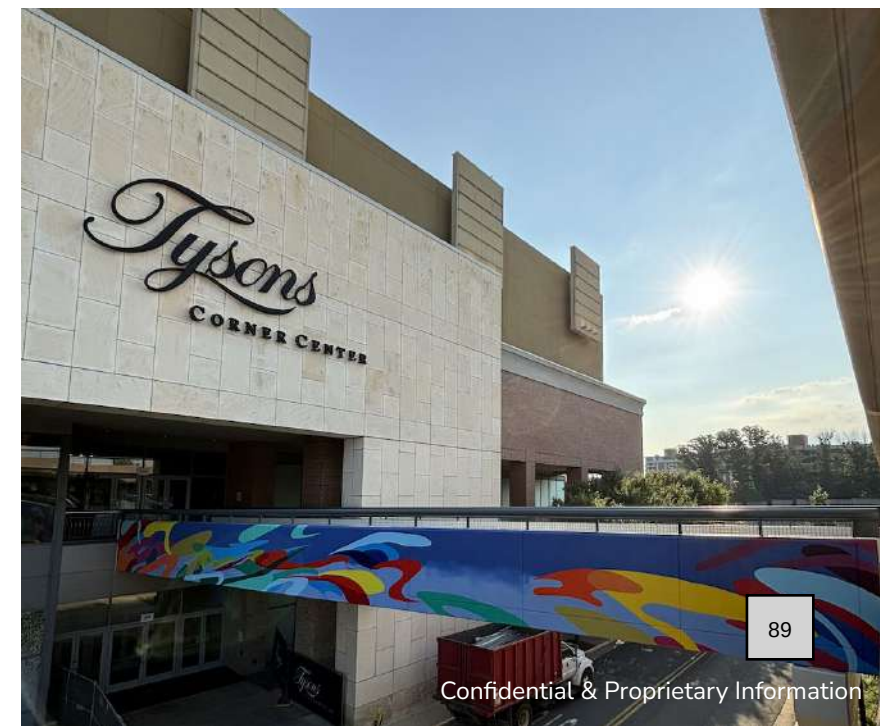




Tysons Corner Center

In a strategic partnership with Macerich and Tysons Corner Center, TurningArt has curated and coordinated vibrant art installations across the center since 2024. This collaborative initiative celebrates the diverse work of local artists, offering them a prominent platform to showcase their talents. By continually infusing the center with these artistic offerings, the partnership aims to enhance its appeal as a premier destination for both shopping and cultural experiences.





PWC

TurningArt serves as PWC's exclusive artwork provider, outfitting all newly renovated spaces across the country from Los Angeles, New York, to San Francisco, and Chicago. Across over 30 spaces, TurningArt has placed dynamic artwork collections featuring energizing and vibrant artwork across a variety of mediums from fine art prints, vinyl wall graphics, wall-mounted sculptures, and original artwork.

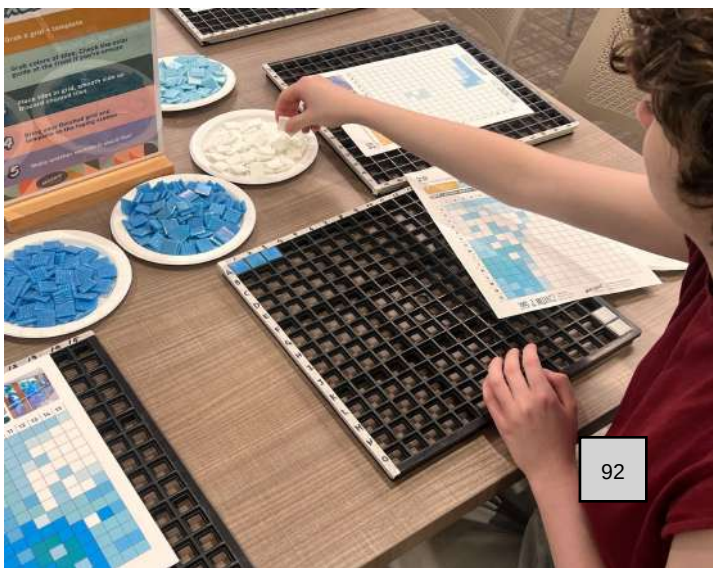
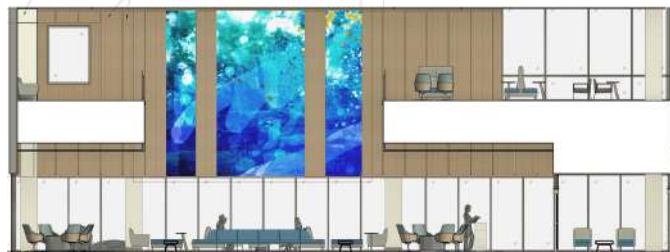




Section G, Item 7.



Interior Mosaics





Project Plan

Project Overview



Art Vision Key Words

Learn | Play | Connect | Thrive | Honor | Inspire

ART PROGRAM OVERVIEW

TurningArt is excited to continue our partnership with the City of Hutchins as we **expand the City's public art program into the new Recreation Center & Library and Active Aging Space**. Building on the visual identity established at City Hall, this project will create a cohesive artistic language across Hutchins' civic spaces through a series of custom mosaics and bespoke wall installations.

Designed for high traffic public gathering spaces, the artwork will celebrate **lifelong learning, recreation, wellness, and intergenerational connection** while honoring the contributions of older adults within the community. Working closely with the project team, TurningArt will guide the program from concept through installation, creating integrated, site-specific artworks that **welcome, inspire, and strengthen Hutchins' evolving civic identity**.

GOALS & OBJECTIVES

Extend Hutchins' civic art collection with integrated landmark installations that connect the Recreation Center and Library to the visual legacy established at City Hall.

Configuration A

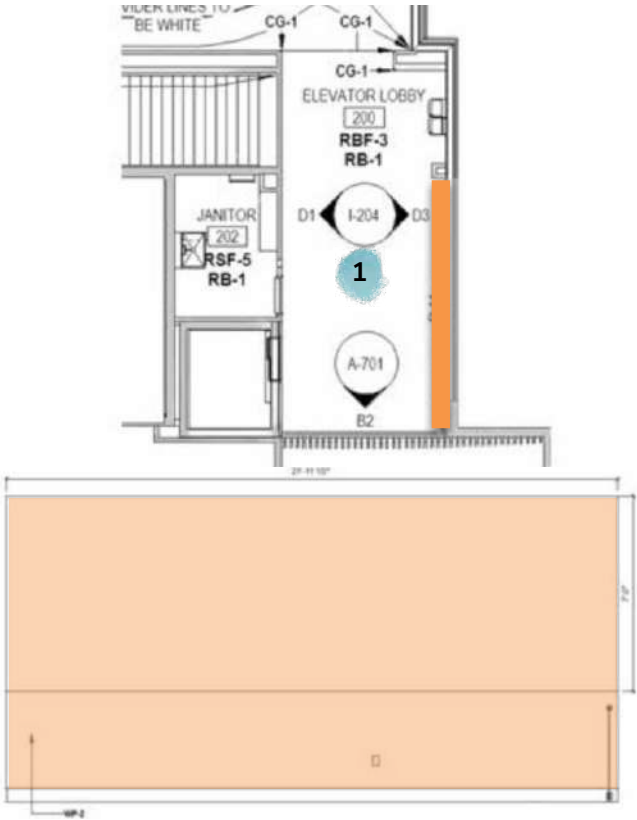
Total Coverage: 720 Sq Ft



MOSAIC

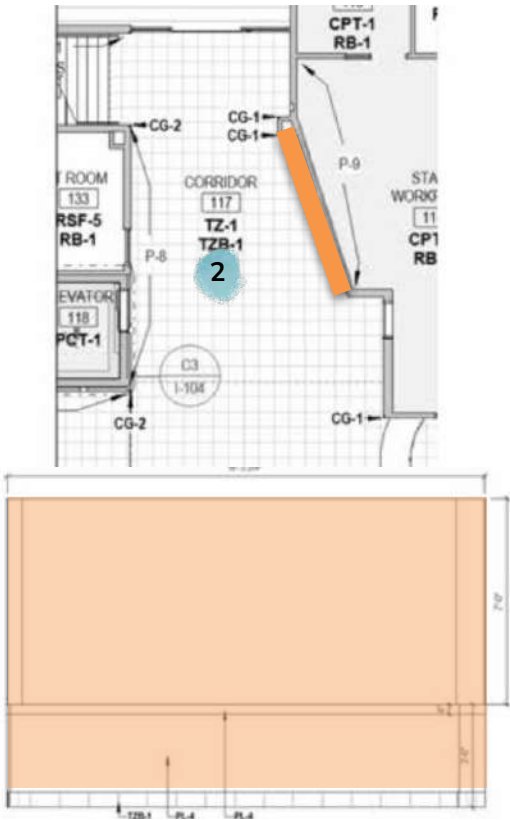


3-D ORIGINALS
WALL-MOUNTED



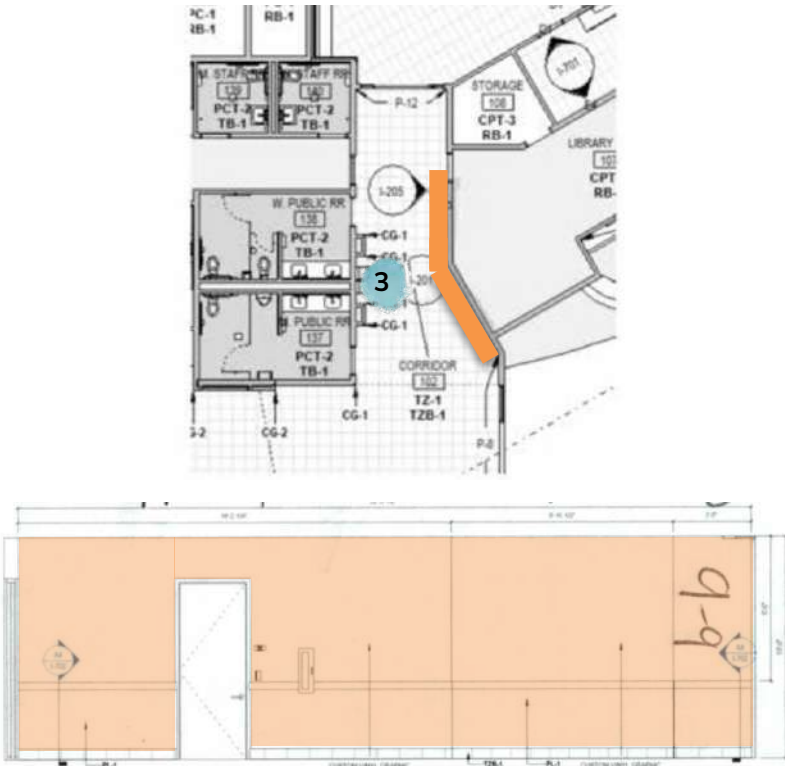
1. Mezzanine

Full coverage; 231 sq ft
Pixel grid mosaic approach



2. Lobby Corridor

Full coverage; 172 sq ft
Pixel grid mosaic approach



3. Transformation Corridor

Full coverage; 317 sq ft
Pixel grid mosaic approach

Configuration B

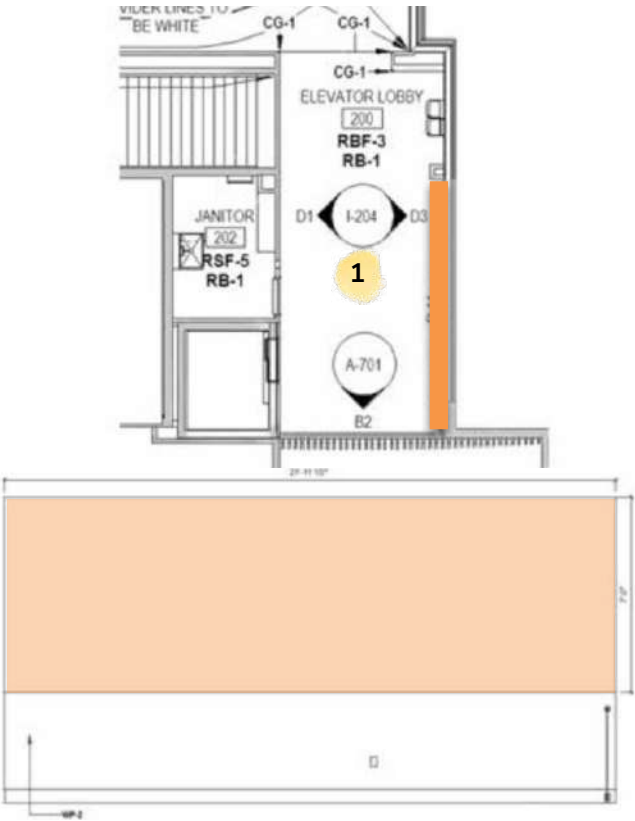
Total Coverage: 496 Sq Ft



MOSAIC

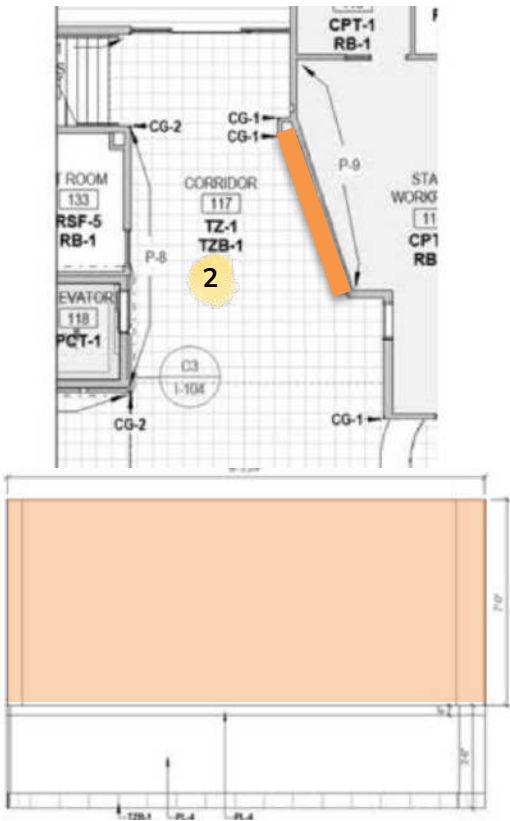


3-D ORIGINALS
WALL-MOUNTED



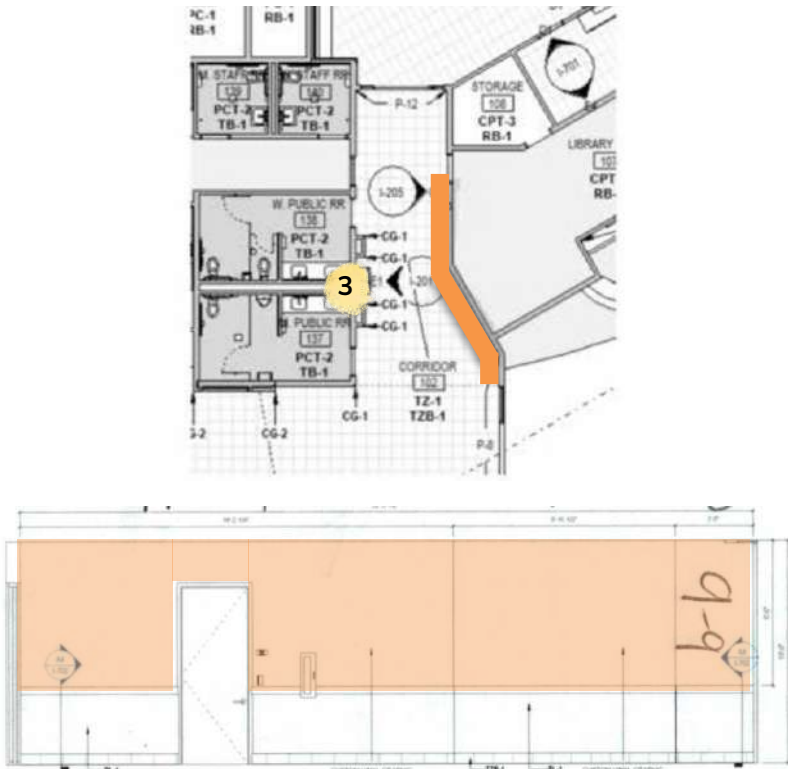
1. Mezzanine

Partial coverage; 154 sq ft
Pixel grid mosaic approach



2. Lobby Corridor

Partial coverage; 114 sq ft
Pixel grid mosaic approach



3. Transformation Corridor

Partial coverage; 228 sq ft
Pixel grid mosaic approach

Configuration C

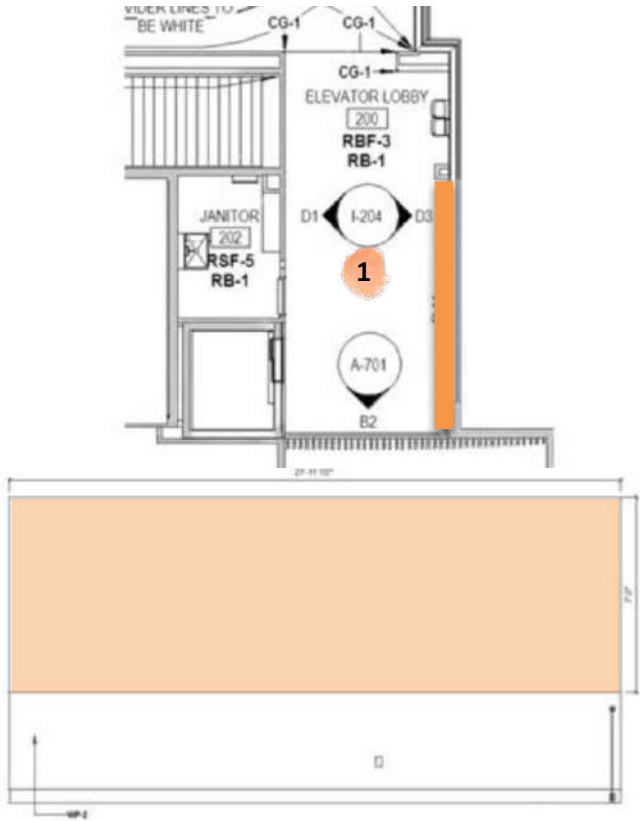
Total Coverage: 328 Sq Ft



MOSAIC

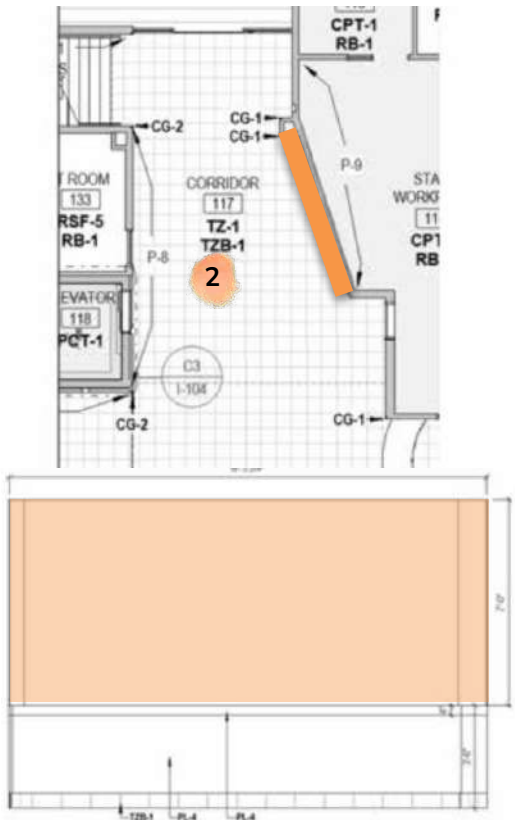


3-D ORIGINALS
WALL-MOUNTED



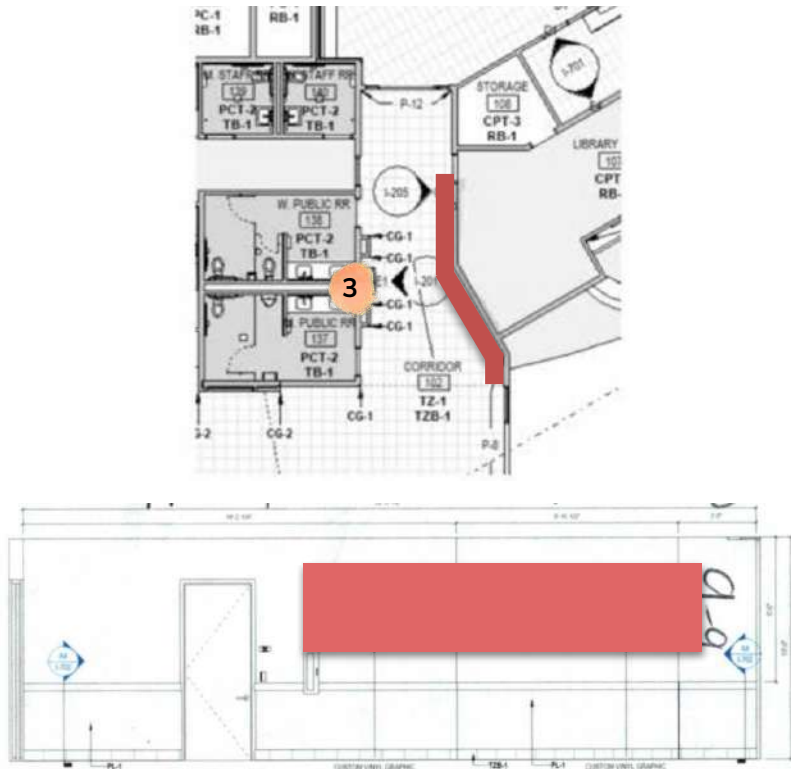
1. Mezzanine

Partial coverage; 154 sq ft
Pixel grid mosaic approach



2. Lobby Corridor

Partial coverage; 114 sq ft
Pixel grid mosaic approach



3. Transformation Corridor

Wall mounted commission;
Approx 4'x15' (60 Sq Ft)

Configuration D

Total Coverage: 463 Sq Ft



MOSAIC



3-D ORIGINALS
WALL-MOUNTED



1. Mezzanine

Full coverage; 231 sq ft
Pixel grid mosaic approach



2. Lobby Corridor

Full coverage; 172 sq ft
Pixel grid mosaic approach



3. Transformation Corridor

Wall mounted commission;
Approx 4'x15' (60 Sq Ft)



Process Overview

Your TurningArt Team



Erin Doherty
SENIOR ART ADVISOR

Master Planning

Supports scope development, budget alignment, & contracting.



Aubrey Thorp
DIRECTOR OF ENTERPRISE

Project Management

Texas native and City of Hutchins City Hall project connoisseur! Manages design development, project execution, and installation oversight.

Supported By

Section G, Item 7.



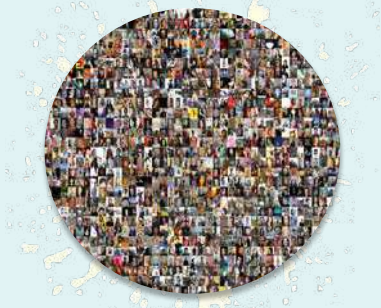
Becca Cachion
Head of Art Advisory



Sophia Palumbo
Artist Services Associate



Abby Monahan
Associate Art Advisor



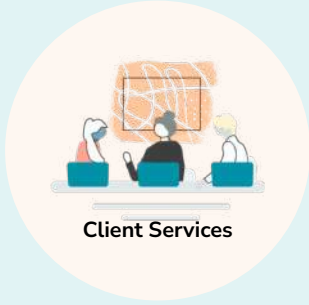
Artist Network
3,500+ Artists, Muralists, Sculptors, Designers



Andrew Grimanis
Operations Manager



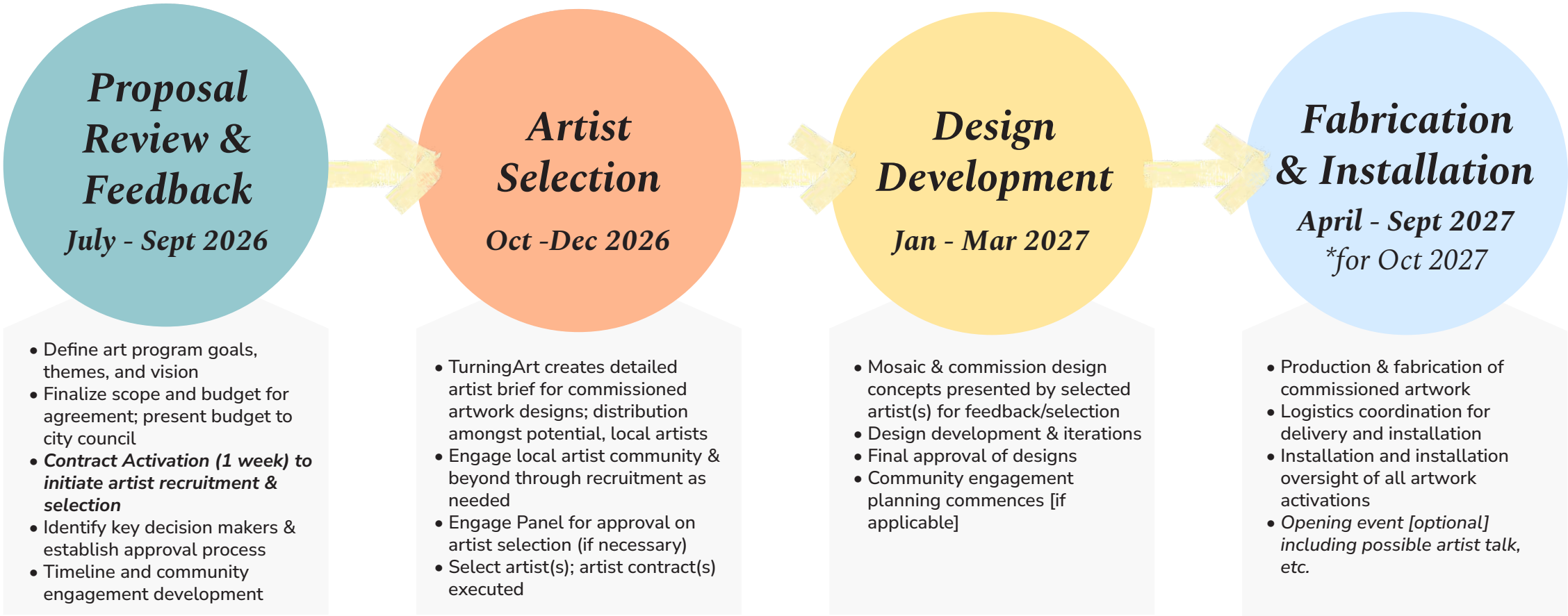
TA Custom Tech



Client Services

Our Process

Our process is tailored to address the unique needs of each project, whether small-scale installations or large, multi-year initiatives. Below is a scalable process framework adaptable to project size and scope; please note that TurningArt will develop a comprehensive project plan at the onset of each engagement.



.....TurningArt offers unlimited meetings with design team, project management team & key stakeholders throughout the entire process.

Our Community Engagement Approach

The mosaic installations created for City Hall in 2025 established a foundation of trust with the community by demonstrating what is possible when local creativity becomes part of the built environment. With this next phase in Hutchins' growth, our goal is to use that momentum to create artwork that reflects the identity of the community while strengthening connections between local artists, residents, and the new facility being built. Engagement can take many forms, and in a smaller community, meaningful participation often comes through storytelling, visibility, and sustained opportunities to celebrate local creativity. By building upon the success of the previous installations, this project can continue to cultivate civic pride while establishing the new center as a hub for arts and culture for years to come.

To achieve this, our engagement strategy could focus on four key principles:

1

Celebrate Existing Success

Rather than starting from scratch, we would use the completed City Hall mosaics as a catalyst for excitement. Through presentations, and public avenues like social media content and local news outreach, we can showcase the existing installations and tell the story of how they came to life. Seeing completed work often helps potential artists and community members envision themselves as part of the next chapter.

2

Expand the Artist Search

With the additional time built into this project schedule, we would conduct a broader outreach effort to identify local & regional artists who may be interested in participating. This could include expanded outreach to artists who may not traditionally work in mosaic but whose work could successfully translate into the medium, an open call distributed through community groups, and utilizing educational presentations that explain the design process while demonstrating how original artwork becomes a finished mosaic through collaboration with the mosaic fabricator. This approach lowers the barrier to participation while encouraging a wider range of artistic voices.

3

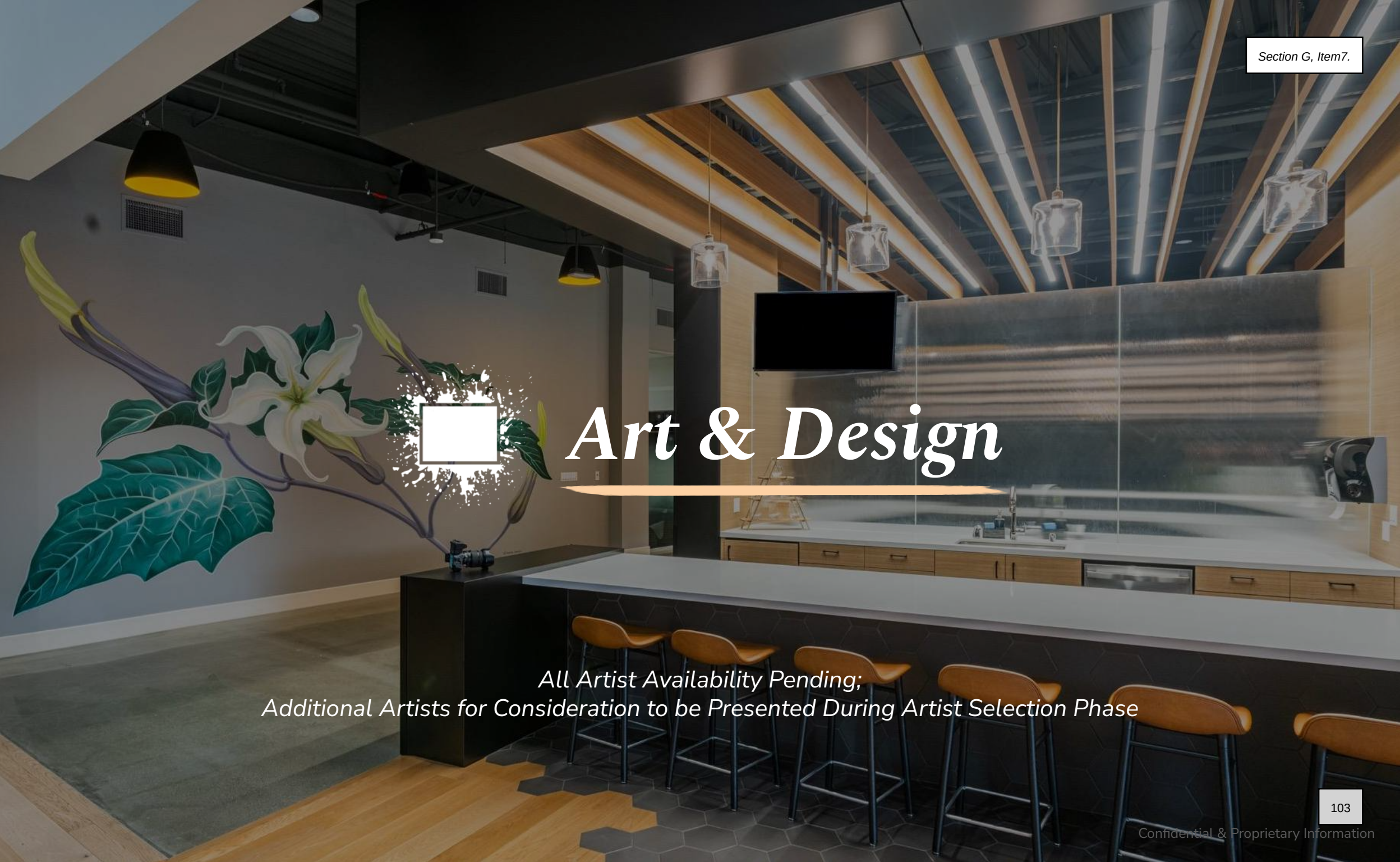
Tell the Story Throughout the Process

Community engagement continues well beyond artist selection. As designs develop and fabrication progresses, we can provide the City of Hutchins with content to publicly share milestones through periodic updates, artist spotlights, behind-the-scenes imagery, and stories about the inspiration behind each artwork. This creates anticipation while allowing residents to follow the project from concept to installation. Rather than requiring hands-on participation, the community becomes invested through understanding the people, process, and local stories represented in the artwork.

4

Activate Artwork After Installation

The mosaics should serve as a lasting community asset rather than the conclusion of the project. Following installation, the Recreation Center & Library can continue to leverage the artwork through programming that keeps local artists connected with residents. Opportunities could include artist talks hosted in the Center discussing the inspiration and design process, community art days for families and children with art demonstrations or introductory workshops led by participating artists, or temporary or rotating exhibitions featuring additional work from artists in the community.



Art & Design

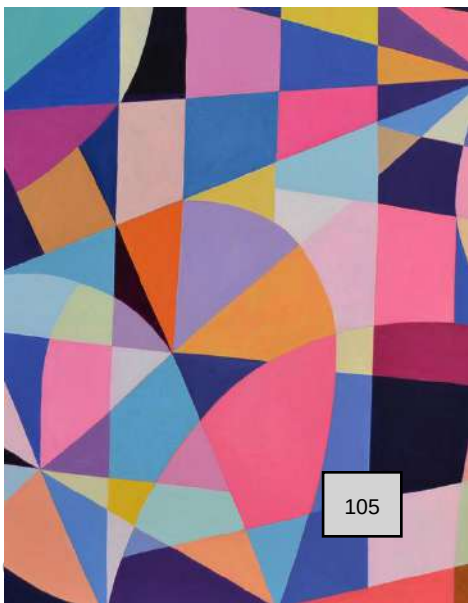
*All Artist Availability Pending;
Additional Artists for Consideration to be Presented During Artist Selection Phase*

Look & Feel

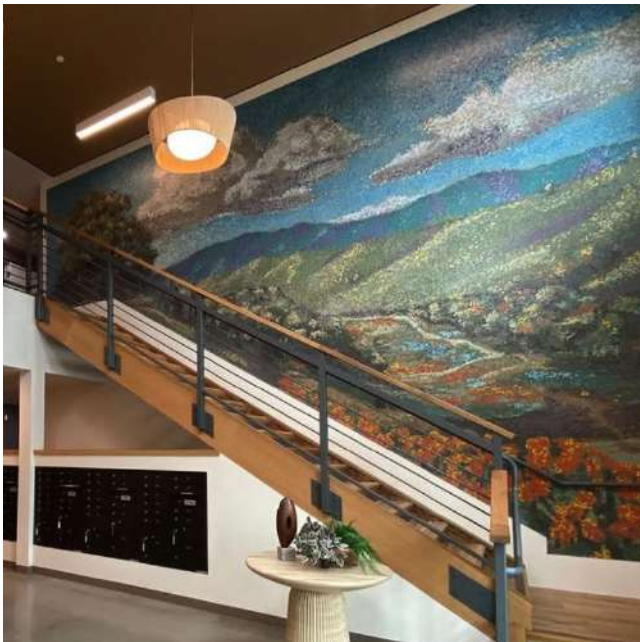
Inviting | Vibrant | Warm



Local Artists & Designers



Interior Mosaics



Interior Commissions





ARTIST HIGHLIGHT

Ansen Seale

San Antonio, Texas

Storytelling | Evocative |

Section G, Item 7.



Ansen Seale is an artist based in San Antonio, Texas. **His time-based works of photographic and sculptural art** have been exhibited in museums and galleries internationally and have been collected by corporate, institutional and private collectors. He has found slit scan photography to be a vehicle for ideas central to his work - **ideas about time and our place in its continuum. Rather than suspending a single moment, his photography examines the passage of time.** To accomplish this, he invented a modern digital version of the panoramic camera. A single sliver of space is imaged over an extended period of time, yielding the surprising result that unmoving objects are blurred and moving bodies are rendered clear



ARTIST HIGHLIGHT

Brooke Johnson

Dallas-Fort Worth, Texas

Energizing | Fluid

Section G, Item 7.



After decades spanning graphic design, corporate life, and decorative finishing, Brooke kept returning to the same question: **what happens when you stop trying to control a material and start working with it?** Resin became her answer. Fluid, unpredictable, and technically demanding, it requires a level of skill and intuition that few mediums can match. Today, her hand-sculpted abstract works capture something rare in visual art: **the precise suspended moment between movement and stillness, as if water had been frozen mid-flow, full of life and energy.**



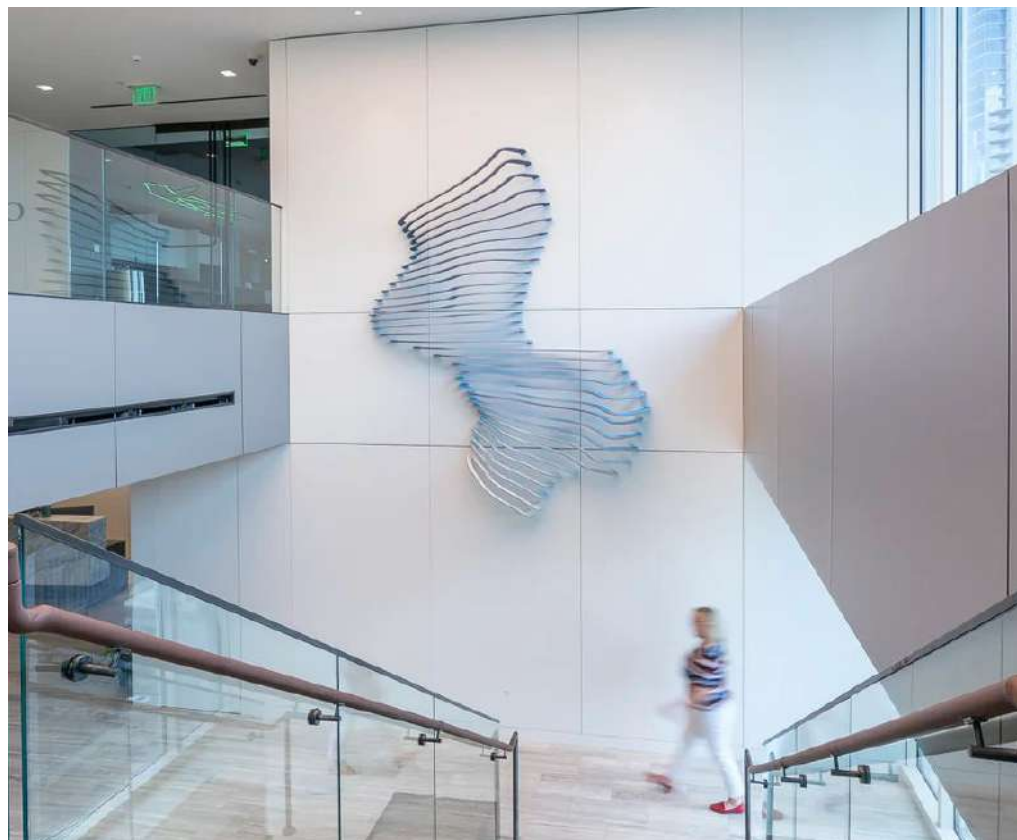
ARTIST HIGHLIGHT

Melissa Borell

Austin, TX

Architectural | Playful

Section G, Item 7.



Austin-based artist Melissa Borell creates kinetic, architectural sculptures and **immersive environments that surprise and delight** while striving to inspire participants to see the world in a new way. **Using light, shadow and movement, she creates artwork and spaces that encourage viewers slow down, wonder and smile.** Fascinated by math, geometry, nature, technology and architectural forms, Melissa's work is sophisticated yet playful. With an engineering mind and a delicate aesthetic, Melissa combines materials and shapes in a unique way to create environments that illuminate the things that she finds awe-inspiring.



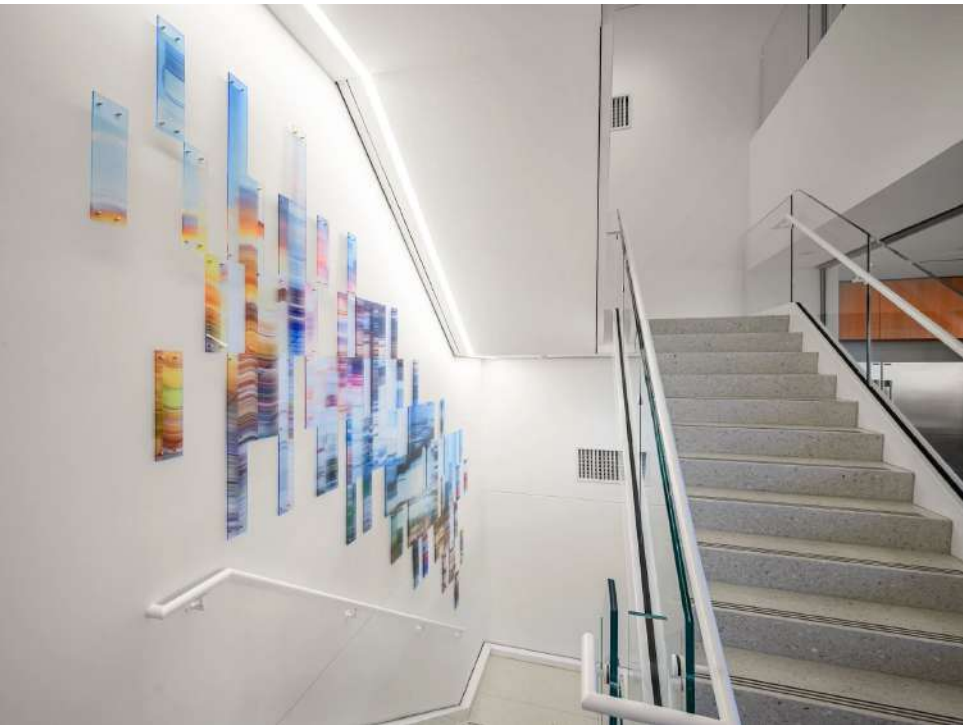
ARTIST HIGHLIGHT

Shane Albritton

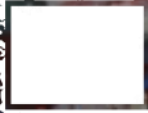
Houston, Texas

Cultural | Interpretive Design |

Section G, Item 7.



Shane Allbritton's personal and collaborative work is often a response to **an ethos of place and memory**. As a visual storyteller and mixed-media artist, **she is deeply inspired by consultations with survivors, heroes, activists, and historians**. Shane has dedicated almost three decades to expressing cultural stories through art and design.



Budget

The City of Hutchins

Services Included

Project Management	✓
Art Configuration Development	✓
Artist Recruitment & Onboarding	✓
Informational Collateral & Support	✓
Design & Curation	✓
Procurement & Fabrication Coordination	✓
Shipping & Handling	✓
Logistics Coordination	✓
Equipment & Materials	✓
Delivery & Installation	✓
Installation Insurance (Lease only)	✓
Tech-enabled Placards & Voting Software	✓
Professional Site Photography	✓

Purchase Pricing Summary

Configuration A - Full Coverage Mosaics [3] Interior Mosaics, 719 Sq Ft	Turnkey Budget (A) \$181,985
Configuration B - Partial Coverage Mosaics [3] Interior Mosaics, 496 Sq Ft	Turnkey Budget (B) \$134,260
Configuration C - Partial Coverage Mosaics & Custom Commission [2] Interior Mosaics, 268 Sq Ft [1] 2D/3D Custom Commission, approx 60 Sq Ft	Turnkey Budget (C) \$114,570
Configuration D - Full Coverage Mosaics & Custom Commission [2] Interior Mosaics, 403 Sq Ft [1] 2D/3D Custom Commission, approx 60 Sq Ft	Turnkey Budget (D) \$144,270

PAYMENT TERMS BY PHASE

PHASE 1 [Master Planning] → 10% of Total Project Budget Due Upon Contract Signature
PHASE 2 [Aesthetic Alignment] → 20% of Total Project Budget Due Upon Completion of Artist Selection
PHASE 3 [Curation & Design] → 40% of Total Project Budget Due Upon Final Design Approval
PHASE 4 [Production & Installation] → 30% of Project Budget Due Upon Project Completion

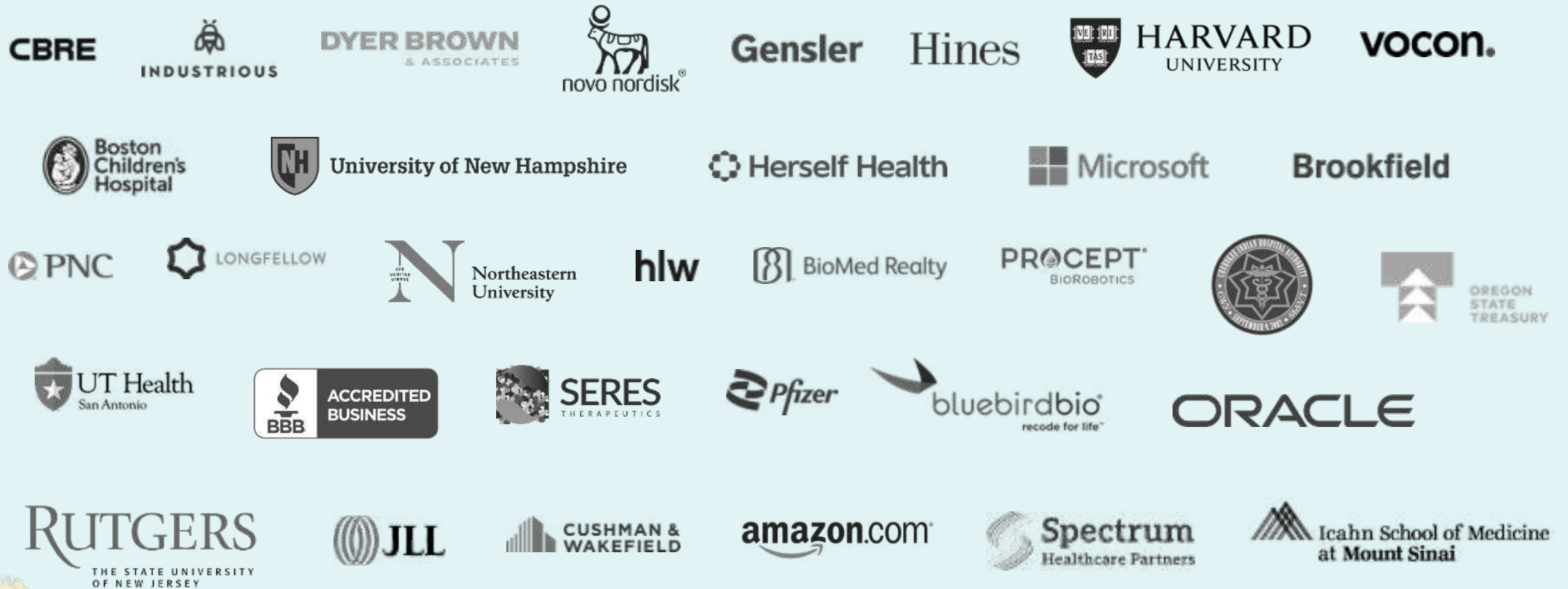
PLEASE NOTE

- **Program is tax exempt:** this program is considered tax exempt. No sales or use tax will be charged in connection with the services or deliverables described herein.
- All estimates are subject to change as scope evolves.
- Treatment estimates are based on the information provided to date, and subject to change during Phase I Master Planning. Inclusive of shipping, delivery & installation.
- Project agreement subject to TurningArt's Master Service Agreement

Join Us!

Section G, Item 7.

Clients across corporate, CRE, healthcare, multi-family, hospitality & beyond:



Please contact our references

Section G, Item 7.

HEALTHCARE

Elisabeth Gordon
Art Program Manager
Boston Children's Hospital
www.childrenshospital.org
(603) 443-1101
Elisabeth.Gordon@childrens.harvard.edu

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Chief Operating Officer
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Kirsten.loreen@globalatlantic.com

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AP Associate | Technical Leader
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+44 (0)78 2606 1801
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smeiners@lrep.com

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marylee.sharp@nationalmi.com

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www.bluebirdbio.com
(781) 999-3763
jregan@bluebirdbio.com



Turning Art In

Thank you!



STAFF REPORT

MEETING DATE:	August 3, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Maria Joyner
AGENDA CAPTION:	Consideration and Action regarding proposed FY 2026-2027 Tax Rate and Notice of Public Hearing.
	Presented by: Maria Joyner, Director of Finance

Background Information

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

Budget Implications

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

Legal Review

N/A

Staff Recommendation

Staff recommends the City Council vote on the proposed tax rate in preparation of the public hearing on the FY2026-2027 tax rate that will be held at the City Council meeting on September 8, 2026.



STAFF REPORT

MEETING DATE:	Aug 3, 2026
MEETING TYPE:	Council Meeting
SUBMITTED BY:	Blake Moore
AGENDA CAPTION:	Discuss And Consider GovWell Technologies Inc. Software Platform for Building Permits, Inspection Scheduling, Contractor Registration, and Code Enforcement.

Presented by: Chief Building Official Blake Moore

Background Information

Community Development proposes implementing GovWell as an integrated software platform for permitting, inspections, contractor registration, code enforcement, online services, and internal workflow management. The agreement includes a two-year initial term for the core modules and a one-year no-cost trial of the premium AI Community Assistant. The Year 1 cost is \$29,000, including one-time deployment and data migration services. The Year 2 cost is \$18,000, for a total core-module initial-term commitment of \$47,000.

We currently use IWorQ which is a basic software platform that we have outgrown. Our contract ends with them February of 2027. GovWell offers unlimited storage and uploads and a better interface for users and also a better records management.

The GovWell platform is expected to improve online access, workflow visibility, inspection scheduling, document management, contractor verification, code case tracking, reporting, and customer communication.

This contract is for the Fiscal Year 2026-2027 starting Oct 1st of 2026.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

The Proposed agreement has been reviewed by the City Attorney and is acceptable as to form.

Staff Recommendation

Staff recommends that the City Council approve the proposal of GovWell Technologies Inc. and award them the contract to provide their services for the Community Development operations.

Supporting Documentation and Attachments

GovWell Technologies Inc. Order Form and Exhibit A - Scope of Work.

CITY OF HUTCHINS
RESOLUTION NO. R 2026-08-1351

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 GOVWELL TECHNOLOGIES, INC. TO COLLABORATE TO DEPLOY THE GOVWELL SOFTWARE PLATFORM FOR THE CITY’S USE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with a proposed Agreement between the City and GovWell, Inc. to collaborate to deploy the GovWell Software Platform for the City’s use (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 3rd day of August 2026.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(07-27-2026: 4921-2677-6513, v. 1)

**EXHIBIT “A”
Agreement**

4921-2677-6513, v. 1

GOVWELL ORDER FORM

This Order Form, dated as of the Effective Date, is entered into by and between GovWell Technologies Inc. (“GovWell”) and the customer identified below (“Customer”) (each a “Party” and collectively the “Parties”), and is subject to the Terms of Service (as defined below), which are incorporated by reference herein.

Customer: City of Hutchins, TX	Effective Date:
Customer Contact Name: Blake Moore	Customer Contact Email: bmoore@cityofhutchinstx.gov
Customer Contact Phone: (972) 225-6121 ext. 131	Billing Contact Name:
Billing Contact Email:	Billing Contact Phone:

1. SOFTWARE MODULES AND SERVICES

The table below outlines the GovWell software modules and services included in Customer’s purchase:

Software Module	Description	Annual Subscription Fee	Deployment Services Fees	Data Migration Services	Data Migration Fees
Building Permits & Inspections	Manage building permits, inspections, plan review, and certificates of occupancy for vertical construction. Does not include site development, engineering permits, or contractor licensing.	\$10,000	\$4,000	Data + Files	\$3,500
Contractor Registration	Manage contractor registrations/licenses and renewals for contractors seeking to pull building permits. Tracks insurance verification and license status.	\$2,000	\$400	None	N/A
Code Enforcement	Manage code enforcement cases for property maintenance, nuisance, and zoning violations. Does not include lien tracking, parking tickets or rental registration programs.	\$6,000	\$1,200	Data Only	\$1,900
AI Community Assistant - Premium (1 (one) year trial)	Provide 24/7 support to your community in 80+ languages.	\$5,000 \$0	N/A	N/A	N/A
TOTALS		\$18,000	\$5,600		\$5,400

2. SCOPE OF WORK

By signing this Order Form, the Customer agrees to the Scope of Work (“SOW”) attached as Exhibit A. The SOW outlines the specific services GovWell will provide, as well as the responsibilities of the Customer with respect to Deployment Services, Data Migration Services, Continuous Deployment Services, and Product Support. The Customer acknowledges that GovWell’s obligations are limited to the hours and scope defined in the table below. Any services requested beyond these limits may incur additional fees, as described in the SOW.

Item	Quantity / Scope
Deployment Services	25 hours, conducted via Zoom.
Data Migration Services	17 hours
Staff Training	Four (4) 60-minute sessions conducted via Zoom
Continuous Deployment Services	20 hours / year
Product Support	Included for free.

3. INITIAL TERM

For AI Community Assistant: One (1) year, beginning on Effective Date.

For all other modules: Two (2) years, beginning on the Effective Date.

4. SUMMARY OF FEES AND TERMS

Item	Description
Deployment & Data Migration Services Fees (one-time)	\$11,000
Annual Subscription Fees	\$18,000
Total Year 1 Cost	\$29,000
Annual Uplift	5% (not applicable during initial term)
Initial Term Invoice Schedule	Annual, invoiced on signing. Invoice schedule: \$29,000, invoiced on October 1, 2026 \$18,000, invoiced on October 1, 2027
Renewal Procedure	Automatic 1 year renewal term, unless 30 days notice provided prior to renewal date

5. TERMS OF SERVICE

The parties expressly acknowledge and agree that this Order Form, any appendices attached, and any amendments hereto signed by the parties, is subject to and conditioned upon Customer’s agreement to the Terms of Service located at <https://www.govwell.com/terms> (as amended from time to time, the “**Terms of Service**”). By signing below, Customer expressly acknowledges and agrees that it has reviewed the Terms of Service and agrees to be bound thereby. In the event of any inconsistency or conflict between the terms of this Order Form and the Terms of Service, the terms of this Order Form shall take precedence and govern solely with respect to the specific services, fees, and terms outlined herein, unless otherwise stated in the Terms of Service. All other provisions of the Terms of Service shall remain in full force and effect. Customer further acknowledges and agrees that by signing below, the person

signing this Order Form has the authority to execute this Order Form on behalf of Customer. This Order Form shall not be amended or modified, except in a writing signed by both Customer and GovWell.

Section G, Item9.

AGREED AND ACCEPTED on behalf of the parties by their duly authorized representatives as of the Order Form Effective Date.

CUSTOMER:

GOVWELL TECHNOLOGIES INC.:

By (Signature):

By (Signature):

Name (Printed):

Name (Printed):

Title:

Title:

Date signed:

Date signed:

Exhibit A: Scope of Work

Deployment Services, Data Migration Services, & Ongoing Support

This Scope of Work (“SOW”) outlines the services to be provided by GovWell in connection with the implementation of its software platform for the Customer, as well as the ongoing support and maintenance services that follow. It also defines the responsibilities of both the Customer and GovWell to ensure a smooth and effective onboarding experience and continued successful use of the platform. This SOW is incorporated into and governed by the terms of the applicable Order Form.

1. Deployment Services

GovWell and the Customer will collaborate to deploy the GovWell software platform for the Customer’s use. A dedicated GovWell Deployment Strategist will be assigned to the Customer to coordinate the deployment process and manage the activities necessary to ensure successful go-live of the platform (the “Deployment Services”).

1.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully deploy the GovWell platform.

- **Regular meetings with GovWell Deployment Strategist.** Mutual consultations between Customer and the GovWell Deployment Strategist will be conducted via Zoom to define and document Customer’s goals, timelines, and workflows; demonstrate deployment progress; and gather and incorporate Customer feedback throughout the deployment process.
- **System configuration.** GovWell will configure the software to reasonably align with the Customer’s expressed needs, including setup of the online portal, relevant modules, workflows, forms, document templates, fee structures, inspection settings, user roles and permissions, and other applicable system components. While every effort will be made to reflect the Customer’s requirements, configurations will be based on a commercially reasonable interpretation of those needs within the capabilities of the platform.
- **Staff training.** GovWell to conduct virtual training sessions for Customer staff via Zoom. Training sessions are limited to the quantity and duration specified in the Order Form. GovWell will also provide a library of digital training materials and guides, including video demonstrations of key functionality.
- **Integration with Geographic Information System (GIS).** GovWell will configure a one-way, read-only integration that pulls GIS data from the Customer’s GIS system into GovWell. No data will be written back to the Customer’s GIS system. GovWell will coordinate directly with the Customer’s designated GIS contact to initiate the integration. The Customer is responsible for providing accurate contact information, facilitating introductions, and ensuring their GIS team provides all necessary data and access in a timely manner. GovWell’s ability to complete the integration is dependent on the completeness and responsiveness of the Customer’s GIS team.
- **Configuration of online payment processing through GovWell.** The Customer is responsible for completing all onboarding forms required by GovWell’s integrated payment processor, Finix. GovWell does not support the use of alternative payment processors.

1.2 Timeline

GovWell is committed to bringing the Customer live as quickly as possible and will make commercially reasonable efforts to do so. While the deployment timeline will be discussed and generally targeted during the deployment kickoff meeting, the inherently variable nature of deployment processes means that no specific timeline is guaranteed. GovWell is not responsible for delays resulting from incomplete or inaccurate inputs, delayed responses, or changes in the availability of key Customer personnel, including due to vacations, leave, or other time off.

1.3 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is necessary to achieve a smooth and effective deployment. Customer responsibilities include, but are not limited to:

- Assign a primary point of contact for each software module to coordinate deployment activities.
- Participate in scheduled virtual meetings with the GovWell Deployment Strategist.
- Submit all requested information and materials in the required formats and within specified timeframes.
- Review and test configurations, provide feedback and approvals to GovWell promptly.
- Complete all onboarding forms required by GovWell’s integrated payment processor, Finix (GovWell does not support alternative payment processors).
- Facilitate an introduction to a point of contact responsible for GIS.

1.4 Exclusions & Terms

- Deployment Services do not include custom application development or third-party integrations (other than the ones specified in Section 1.1 (Scope)).
- Additional Deployment Services beyond the initial scope may be subject to additional fees specified in section 4 of this SOW.

2. Data Migration Services

GovWell and the Customer will collaborate to migrate the Customer’s data into the GovWell software platform for the modules specified in the Order Form. A dedicated GovWell Data Expert will be assigned to coordinate the data migration process and manage the activities necessary to prepare the Customer’s data for use within the platform (the “Data Migration Services”).

2.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully migrate data into GovWell.

- Review and consultation with a GovWell Data Expert to determine project goals, which legacy data is relevant for migration, and appropriate mappings from into GovWell database model.
- Preparation of a written data migration plan for Customer approval.

- One-time import of structured tabular data into GovWell.

2.2 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is required to achieve a smooth and effective data migration. Customer responsibilities include, but are not limited to:

- **Primary point of contact.** Assign a primary point of contact to coordinate data migration activities in collaboration with GovWell representatives.
- **Data extraction and transfer.** Customer will extract or export source data from legacy systems and transfer to GovWell in structured file formats (e.g., CSV, Excel). GovWell requires two (2) main exports: one (1) export for analysis and planning, and a final export immediately prior to migration. If files are included in the Order Form, Customer will extract and transfer files and attachments to GovWell via SSH File Transfer Protocol or Secure File Transfer Protocol (SFTP). If Customer cannot export source data independently, Customer will be solely responsible for coordinating with their current software vendor to obtain the necessary data.
- **Meeting participation.** Participate in scheduled virtual meetings with a GovWell Data Expert to consult on project goals, answer questions, and facilitate the mapping of source data to the GovWell data model.
- **Migration Plan Approval.** The Customer is responsible for carefully reviewing the written data migration plan and must digitally approve it prior to execution. By approving the plan, the Customer acknowledges that the accuracy, completeness, and alignment of the migration with their expectations are their sole responsibility. GovWell is not liable for any errors, omissions, or outcomes resulting from decisions made or information provided by the Customer. In the event of adverse consequences arising from the approved plan, GovWell will make commercially reasonable efforts to remediate the issue; however, additional costs may apply.
- **Complete migration tasks.** GovWell will make reasonable efforts to place migrated records in the appropriate steps within workflows and minimize the work required by Customer. However, limitations in the source data—such as missing or incompatible information—may prevent certain records from being automatically mapped into the current workflows. In these cases, Customers may be responsible for manually moving records to the correct workflow steps, validating data accuracy, and relocating attachments as needed.

2.3 Exclusions & Terms

In connection with GovWell’s standard data migration services, the following are not in scope:

- Verification of source data accuracy, completeness, or quality.
- Data cleaning or validation of source data (e.g., spelling corrections, field splitting, schema mismatch resolution).
- Digitization of physical documents.
- Transforming scanned or handwritten documents into structured data.
- Imports of data that lack sufficient detail to generate a complete and usable entity in GovWell, such as a permit without a permit number or an inspection without a date of completion.
- Training sessions for Customer residents or the public.

- Additional Deployment Services beyond the scope may be subject to additional fees specified in this SOW.

2.4 Timelines

GovWell is committed to making the data migration process as smooth and efficient as possible and will make commercially reasonable efforts to support Customer throughout. While timelines will be established and generally targeted during the deployment kickoff meeting, the complexity and variability of data migration means that no specific timeline or outcome can be guaranteed. GovWell is not responsible for delays or limitations resulting from incomplete, inconsistent, or improperly formatted source data, lack of access to required systems, or delays in Customer responses or availability, including due to vacations, leave, or other time off taken by key Customer personnel. This also includes situations where third-party vendors fail to provide data in a timely manner or where the Customer provides critical data, such as large files or datasets, at the last minute (e.g., under five (5) days before the scheduled migration). Such circumstances can impact the migration timeline and overall project success, and any resulting delays or additional costs will not be the responsibility of GovWell.

To maintain the integrity and accuracy of the data migration, all configuration changes must be completed prior to the migration process. Because many configuration changes commonly occur after go-live as the platform is fine-tuned to meet the Customer's needs (e.g., modifying the process for a Solar Panel permit or adding required inspections for an Electrical permit), GovWell schedules data migration to take place only after the platform has gone live with the finalized configuration. Performing data migration before finalizing these changes risks data inconsistencies and errors, which can lead to significant additional work and may result in additional fees. This approach helps ensure a clean, reliable migration and a stable platform for ongoing use.

There will be a minimum of five (5) business days between GovWell's receipt of final data and the point at which that data will be accessible and usable within the GovWell system.

Longer timeframes may result from:

- Incomplete or incorrect file formatting.
- Customer-requested changes to migration plan or platform configuration.
- Transfer issues or SFTP protocol delays.

2.5 Limitations

Customer acknowledges that GovWell is not responsible for the quality, completeness, or accuracy of the source data provided for migration. The quality of the source data can directly impact the quality of the data as it appears and functions within the GovWell platform. Data migrations are inherently imperfect, and not all data or structures from legacy systems can be mapped precisely to the new environment. While GovWell will make commercially reasonable efforts to ensure a successful and functional migration, some migrated records may not process as expected. This may include data appearing differently than in the original system, missing or partially mapped fields, or workflows and automations not functioning as intended.

2.6 Post-Migration Support and Customer Responsibilities

Customer is responsible for carefully reviewing the migration plan to ensure it aligns with their expectations and digitally signing prior to execution. Any data not listed in the migration plan will not be migrated by GovWell. Following the completion of the data migration, GovWell is committed to supporting Customer in addressing issues that may arise, including assisting with reasonable data adjustments if certain records did not migrate as intended. GovWell will make good faith efforts to resolve issues resulting from errors or discrepancies within the scope of the

approved plan. Any post-migration adjustments must be scheduled in advance and are subject to availability. Significant or time-intensive requests may incur additional charges, as outlined in section 4 of the SOW.

2.7 Service Hours

Data migration service hours are limited to the number of hours specified in the applicable Order Form. These hours cover all activities related to the data migration process, including planning, execution, validation, issue resolution, and consultations. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in section 4 of this SOW.

2.8 Data Security

- If data that Customer intends to migrate contains Sensitive Personally Identifiable Information (SPII), Customer must notify GovWell in advance of sharing the data. SPII includes, but is not limited to, Social Security Numbers, Federal Tax Identification Numbers, Employer Identification Numbers, and other sensitive personal or organizational identifiers.
- All SPII must be transferred via GovWell's secure SFTP channel.
- GovWell is not responsible for data exposure resulting from insecure transmission methods (e.g., email).

3. Continuous Deployment & Product Support Services

GovWell will collaborate with the Customer to provide ongoing support and ensure the GovWell software platform continues to meet Customer's needs following deployment. A new GovWell Deployment Strategist will be assigned after go-live to coordinate support activities and manage the services necessary to ensure the continued successful use and optimization of the platform. In addition to this service, GovWell also offers regular product support channels to address general inquiries, technical issues, and troubleshooting needs.

3.1 Overview

Following the initial deployment, GovWell will provide ongoing support to help the Customer maintain effective use of the platform. This includes two (2) types of services: (1) Continuous Deployment Services: for configuration changes, training, and strategic guidance, and (2) Product Support: for general inquiries, technical support and issue resolution. GovWell may adjust the nature and frequency of these support activities over time based on the Customer's usage of the platform and evolving needs.

3.2 Scope

Requests involving configuration changes, consultations, or training sessions may count against the Customer's allotted Continuous Deployment Services hours as outlined in the Order Form. Technical support inquiries—such as those related to login issues, bug reports, or basic troubleshooting—are not counted against service hours and are addressed through GovWell's regular support channels.

All major service requests submitted through any channel—regardless of whether routed through Deployment Strategists or general support—will be assessed for inclusion in Deployment Services hours. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in Section 4 of this SOW. GovWell will notify Customer in advance of reaching their service hour limit.

The following activities are included in Continuous Deployment Services:

- Configuration changes: Any updates to settings, record types, workflows, fields, templates, etc.

- Consultations: Strategic guidance, best practices, and process mapping.
- Training sessions: Live or recorded training for new staff, refresher sessions, or training on specific modules or features.
- Other service-related tasks: Any request that requires a GovWell team member to perform work beyond a basic fix or answer—for example, correcting misentered data, adjusting a process flow, or preparing a custom report.

The following are not included in Continuous Deployment Services, and are covered by Product Support:

- Bug reports and resolution.
- Login/access issues.
- Basic troubleshooting and how-to questions (e.g., "How do I export a report?").

4. Out-of-Scope Services & Hourly Rates

GovWell is committed to delivering successful Deployment, Data Migration, Continuous Deployment, and Product Support services within the scope and hours outlined in the Order Form. GovWell understands that needs may evolve and additional work may sometimes be necessary to ensure a smooth experience. If the required effort exceeds the included hours or scope, GovWell will communicate with the Customer before proceeding. Any work beyond the agreed scope will only move forward with mutual consent and may be billed at GovWell's standard rates as a last resort.

- Deployment Services: \$150 per hour
- Data Migration Services: \$200 per hour
- Continuous Deployment Services: \$150 per hour

5. Miscellaneous

5.1 Authorization

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

5.2 Assignment

GovWell may not assign this Order Form in whole or in part without the prior written consent of the Customer. In the event of an assignment by GovWell to which the Customer has consented, the assignee shall agree in writing with the Customer to personally assume, perform, and be bound by all the covenants, and obligations contained in this Order Form.

5.3 Successors and Assigns

Subject to the provisions regarding assignment, this Order Form 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.

5.4 Governing Law

The laws of the State of Texas shall govern this Order Form without regard to any conflict of law rules; and venue for any action concerning this Order Form shall be in the State District Court of Dallas 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 personal and subject matter jurisdiction of said court.

5.5 Amendments

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

5.6 Severability

In the event any one or more of the provisions contained in this Order Form 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 Order Form shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.7 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 Order Form shall survive termination.

5.8 Recitals

Any recitals to this Order Form are incorporated herein.

5.9 No Waiver of Immunity

The Parties agree that the Customer has not waived immunity by entering into and performing its respective obligations under this Order Form.

5.10 Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Order Form, GovWell is acting independently, and that the Customer assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by GovWell pursuant to this Order Form shall be in the capacity of an independent contractor, and not as an agent or employee of the Customer. GovWell shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Order Form.

5.11 Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Order Form shall be canceled, and GovWell 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 Order Form or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

5.12 Indemnification

THE CUSTOMER 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 THE GOVWELL PURSUANT TO THIS ORDER FORM. GOVWELL HEREBY WAIVES ALL CLAIMS AGAINST THE CUSTOMER, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS THE "CUSTOMER") 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 CUSTOMER. GOVWELL AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CUSTOMER 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 GOVWELL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS ORDER FORM OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF GOVWELL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES,

SUCCESSORS, OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIM, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CUSTOMER). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CUSTOMER IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, GOVWELL, ON NOTICE FROM THE CUSTOMER, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT GOVWELL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CUSTOMER. GOVWELL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CUSTOMER UNDER THIS ORDER FORM. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS ORDER FORM.

GOVWELL WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ("THIRD-PARTY CLAIM") THAT THE SERVICES UNDER THIS ORDER FORM, OR ANY USE OF THE SERVICES UNDER THIS ORDER FORM IN ACCORDANCE WITH THE ORDER FORM, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S US PATENTS, COPYRIGHTS, OR TRADE SECRETS, PROVIDED THAT CUSTOMER PROMPTLY NOTIFIES GOVWELL IN WRITING OF THE THIRD-PARTY CLAIM, REASONABLY COOPERATES WITH GOVWELL IN THE DEFENSE OF THE THIRD-PARTY CLAIM, AND ALLOWS GOVWELL SOLE AUTHORITY TO CONTROL THE DEFENSE AND SETTLEMENT OF THE THIRD-PARTY CLAIM.

IF SUCH A CLAIM IS MADE OR APPEARS POSSIBLE, CUSTOMER AGREES TO PERMIT GOVWELL, AT GOVWELL'S SOLE EXPENSE AND DISCRETION, TO (A) MODIFY OR REPLACE THE GOVWELL IP, OR COMPONENT OR PART OF THE GOVWELL IP, TO MAKE IT NON-INFRINGEMENT, OR (B) OBTAIN THE RIGHT FOR CUSTOMER TO CONTINUE USE. IF GOVWELL DETERMINES THAT NEITHER ALTERNATIVE IS REASONABLY AVAILABLE, GOVWELL MAY TERMINATE THE ORDER FORM IN ITS ENTIRETY OR WITH RESPECT TO THE AFFECTED COMPONENT OR PART, EFFECTIVE IMMEDIATELY ON WRITTEN NOTICE TO CUSTOMER, SO LONG AS, IN EACH CASE, GOVWELL PROMPTLY REFUNDS OR CREDITS TO CUSTOMER ALL AMOUNTS CUSTOMER PAID WITH RESPECT TO THE GOVWELL IP THAT CUSTOMER CANNOT REASONABLY USE AS INTENDED UNDER THE ORDER FORM.

GOVWELL'S INDEMNIFICATION OBLIGATION UNDER THIS SECTION WILL NOT APPLY TO THE EXTENT THAT THE ALLEGED INFRINGEMENT ARISES FROM CUSTOMER'S USE OF THE SERVICES UNDER THIS ORDER FORM IN COMBINATION WITH DATA, SOFTWARE, HARDWARE, EQUIPMENT, OR TECHNOLOGY NOT PROVIDED OR AUTHORIZED IN WRITING BY GOVWELL OR MODIFICATIONS TO THE SERVICES UNDER THIS ORDER FORM NOT MADE BY GOVWELL.

5.13 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 Customer:

City of Hutchins, Texas
Attn: James Quin, City Administrator
400 N JJ Lemmon Road
Hutchins, Texas 75141
Telephone: (972) 225-6121
Email: 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
Email: jgorfida@nicholsjackson.com

If intended for GovWell:

GovWell Technologies, Inc.

Attn: _____

Telephone: _____

Email: _____

5.14 Counterparts

This Order Form 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.

5.15 Exhibits

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

5.16 Audits and Records

GovWell agrees that during the term hereof, the Customer and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine, and reproduce any and all of GovWell's records relating to the services provided pursuant to this Order Form for a period of one year following the date of completion of services as determined by the Customer or date of termination if sooner.

5.17 No Conflicts of Interest

GovWell represents that no official or employee of the Customer has any direct or indirect pecuniary interest in this Order Form.

5.18 Compliance with Federal, State & Local Laws

GovWell shall comply in performance of services under the terms of this Order Form 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.

5.18 Force Majeure

No Party will be liable for any default or delay in the performance of its obligations under this Order Form 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.

5.19 Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations

- (a) GovWell verifies that it does not Boycott Israel and agrees that during the term of the Order Form will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) GovWell verifies that it does not Boycott Energy Companies and agrees that during the term of this Order Form will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) GovWell 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
against a firearm entity or firearm trade association.

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

5.20 No Excluded Nation or Foreign Terrorist Organization

GovWell certifies that it 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.