



**CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA**

**Monday, April 20, 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 Regular Meeting of the Hutchins City Council to be held on Monday, April 20, 2026 at 5:30 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. Conduct an interview with PROS Consulting, Inc. in relation to choosing a firm to create the Parks, Recreation, and Special Events Master Plan. Presented by: PROS Consulting, Inc.

PROS Consulting, Inc., April 20th from 5:30-6:00
Brandstetter Carrol, Inc., April 20th from 6:00-6:30
Stantec Consulting Services, Inc., May 12th from 5:00-6:00
Burditt Consultants, LLC, May 12th from 6:00-6:30

2. Conduct an interview with Brandstetter Carroll, Inc., in relation to choosing a firm to create the Parks, Recreation, and Special Events Master Plan. Presented by: Brandstetter Carroll, Inc.

PROS Consulting, Inc., April 20th from 5:30-6:00
Brandstetter Carrol, Inc., April 20th from 6:00-6:30
Stantec Consulting Services, Inc., May 12th from 5:00-6:00
Burditt Consultants, LLC, May 12th from 6:00-6:30

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

3. Fire Department Annual Report. Presented by Stacey Hickson, Fire Chief

4. Proclamation in honor of Police Week. Presented by Steve Perry, Police Chief

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

5. Discuss and consider a Resolution ADOPTING A PARK FACILITIES RENTAL POLICY, ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Katherine Lindsey, Assistant to the City Administrator
Resolution R2026-04-1339

6. Discuss and consider City Council Retreat Agenda. Presented by James Quin, City Administrator

7. Discuss and consider a Resolution Authorizing County of Dallas to Resell Tax Foreclosed Properties by Public or Private Sale, to the Highest Qualified Purchaser. Presented by James Quin, City Administrator
Resolution R2026-04-1341

8. Discuss and consider a RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AN ACKNOWLEDGMENT AND CONSENT TO ASSIGNMENT OF AN AMENDED AND RESTATED TAX ABATEMENT AGREEMENT TO PROVIDENT REALTY EXCHANGE III LP; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. Presented by: Guy Brown, HEDC Executive Director
Resolution R2026-04-1342

G. EXECUTIVE SESSION

9. Pursuant to Chapter 551, Subchapter D, Texas Government Code in accordance with the authority contained in §551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision to a business prospect: 1) PROJECT MILL. Presented by: Guy Brown HEDC Executive Director

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

11. Pursuant to the Texas Government Code, Section §551.074 (a)(1) Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Administrator Review

H. RECONVENE INTO REGULAR SESSION

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

Deliberation regarding Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in §551.087. Deliberation regarding economic development negotiations. PROJECT MILL

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

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

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

Pursuant to the Texas Government Code, Section §551.074 (a)(1) Personnel Matters: City Administrator Evaluation

I. ITEMS OF COMMUNITY INTEREST

15. Atwell Public Library Board Meeting, Tuesday, April 21, 2026, 6:30 p.m., Hutchins City Hall, 400 N. JJ Lemmon Rd., Hutchins.

R&B Recycle Event hosted by Keep Hutchins Beautiful Board, Saturday, April 25, 2026, Hutchins Event Center, 400 N. JJ Lemmon Rd., 12 p.m. - 2:30 p.m.

Early Voting by Personal Appearance schedule for the May 2, 2026, General Election. Voting Location - 321 N. Main St., Former City Hall Building

Monday, April 20, 2026	8 am - 5 pm
Wednesday - Friday, April 22 - April 24, 2026	8 am - 5 pm
Saturday, April 25, 2026	7 am - 7 pm
Sunday, April 26, 2026	12 noon - 6 pm
Monday - Tuesday, April 27-28, 2026	7 am - 7 pm

***NOTICE: No voting on Tuesday, April 21, 2026, due to San Jacinto Holiday**

Parks and Recreation Board Meeting, Tuesday, May 5, 2026, 6:30 p.m., Hutchins City Hall, 400 N. JJ Lemmon Rd., Hutchins.

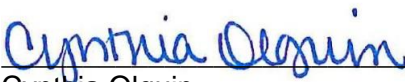
City Council Meeting - Canvassing Election, Tuesday, May 12, 2026, 6:30 p.m., Hutchins City Hall, 400 N. JJ Lemmon Rd., Hutchins.

Keep Hutchins Beautiful Board Meeting, Tuesday, May 12, 2026, 6:00 p.m., Hutchins Community Center, 500 W. Hickman., Hutchins.

J. ADJOURN

CERTIFICATION

I certify that a copy of the April 20, 2026, agenda of items to be considered by the Hutchins City Council was posted at City Hall and to the City's website www.cityofhutchinstx.gov, in accordance with Chapter 551 of the Texas Government Code. Posted on Tuesday, April 14, 2026.


Cynthia Olguin
City Secretary



ACCESSIBILITY STATEMENT

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



STAFF REPORT

MEETING DATE:	April 20, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Katherine Lindsey, Assistant to the City Administrator
AGENDA CAPTION:	<p>Conduct an interview with PROS Consulting, Inc. in relation to choosing a firm to create the Parks, Recreation, and Special Events Master Plan. Presented by: PROS Consulting, Inc.</p> <p>PROS Consulting, Inc., April 20th from 5:30-6:00 Brandstetter Carrol, Inc., April 20th from 6:00-6:30 Stantec Consulting Services, Inc., May 12th from 5:00-6:00 Burditt Consultants, LLC, May 12th from 6:00-6:30</p>

Background Information

On February 16th, 2026 the City of Hutchins published an RFP for a firm to help create a Parks, Recreation, and Special Events Master Plan. The proposals received were evaluated and ranked by a committee of City staff members. PROS Consulting, Inc. was one of the top four ranking firms. Their interview date and time was determined by a hat draw.

Budget Implications

NA

Operational Impact

NA

Legal Review

NA

Staff Recommendation

NA

Supporting Documentation and Attachments

NA



STAFF REPORT

MEETING DATE: April 20, 2026

MEETING TYPE: City Council

SUBMITTED BY: Katherine Lindsey, Assistant to the City Administrator

AGENDA CAPTION: Conduct an interview with Brandstetter Carroll, Inc., in relation to choosing a firm to create the Parks, Recreation, and Special Events Master Plan. Presented by: Brandstetter Carroll, Inc.

PROS Consulting, Inc., April 20th from 5:30-6:00
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Budget Implications

NA

Operational Impact

NA

Legal Review

NA

Staff Recommendation

NA

Supporting Documentation and Attachments

NA



STAFF REPORT

MEETING DATE: April 20, 2026
MEETING TYPE: City Council
SUBMITTED BY: Stacey Hickson
AGENDA CAPTION: Fire Department Annual Report

Background Information Updating Council on Fire Department activity for 2026

Budget Implications N/A

Operational Impact N/A

Legal Review N/A

Staff Recommendation

Supporting Documentation and Attachments Attached



Hutchins Fire Rescue

April 20, 2026

Personnel

- Fire Administration:
 - Chief
 - EMS Captain
 - Fire Inspector

3

27

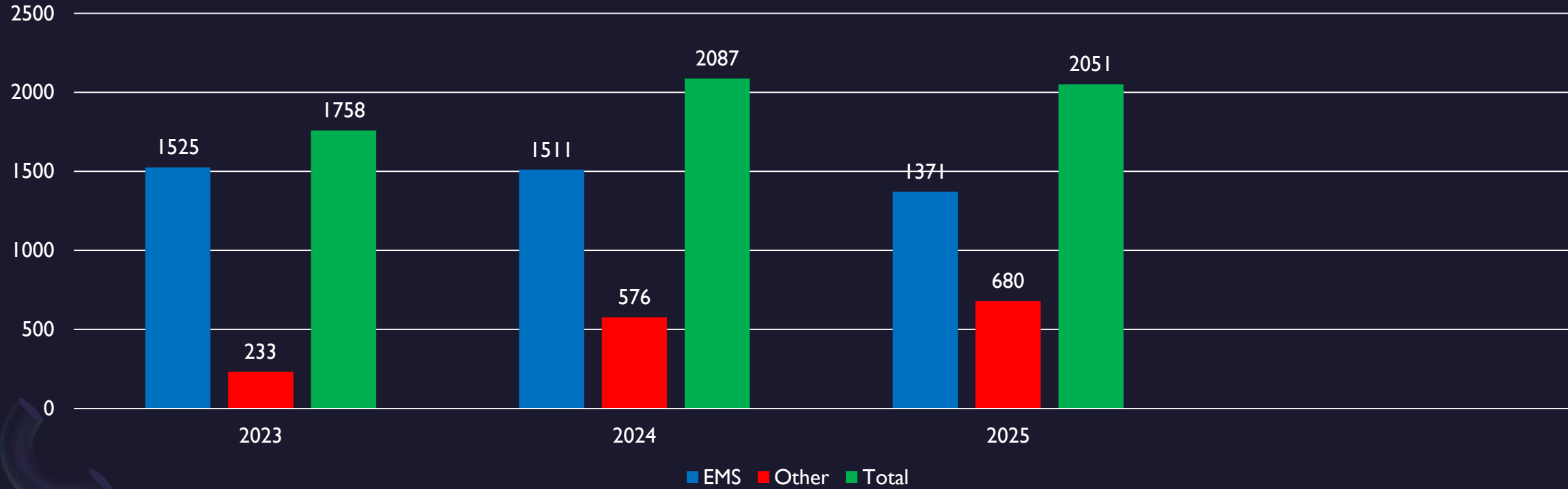
- 9 Personnel per Shift
- Station 1 (PSB) x 1 Lieutenant & 3 FF's
- Station 2 x 1 Captain & 4 FF's

Section E, Item 3.



Hutchins Fire Rescue

EMS and Fire Response 2023-2025





COMMUNITY PROJECTS:

CURRENT:

- National Night Out
- Ride Along Program
- Wellness Checks for Seniors
- Fall Festival

- Touch a Truck (Annually with Atmos)
- Junior Fire Explorer Program (Future)
- Station Tours for Public
- Citizens Public Safety Academy (June 8 at 6:30 pm)

Training Initiatives

- Specialty Training with EDUCT City's High Angle, Swift Water, Heavy Rescue
- Special Hazard Training businesses in Hutchins (Blue Rhino, Chick-Fil-A)
- Paramedic School for 3 EMT's
- Driver Operator and Aerial Ops
- Fire Officer Command Staff Training
- Fire Instructor Certification Training
- Required 16 hour Live Fire Burns in DeSoto
- Fire Department Instructors Conference

Monday, April 20, 2026

Sample Footer Text

Public Safety Improvement and Projects

- Holmatro Nex Gen Pantheon Vehicle Extrication Equipment.
- Medical Grade Sauna for Cancer Prevention at Station 2.
- Phoenix Station Emergency Alerting System at Station 2.
- Assistance to Firefighters Grant for second set of firefighting gear and wildland/vehicle extrication gear applied for thru FEMA for \$201,000.00.



Fire Prevention and Education



Pre-Fire Plans

Total: 157

240 Businesses

13 under const

7 waiting on CO



Inspections

Total: 165



Fire Prevention

Fire Prevention programs.



Fire Hydrants

429 Hydrants

Maintained 2 x a year.

Fire Inspector

Fire Inspections: 165

Business Occupancy Pre Fire Plans: 157

Foster Home Inspections: 1

New Business Construction/Remodel Plan Reviews: 39

Pre-Development Construction Meetings: 28

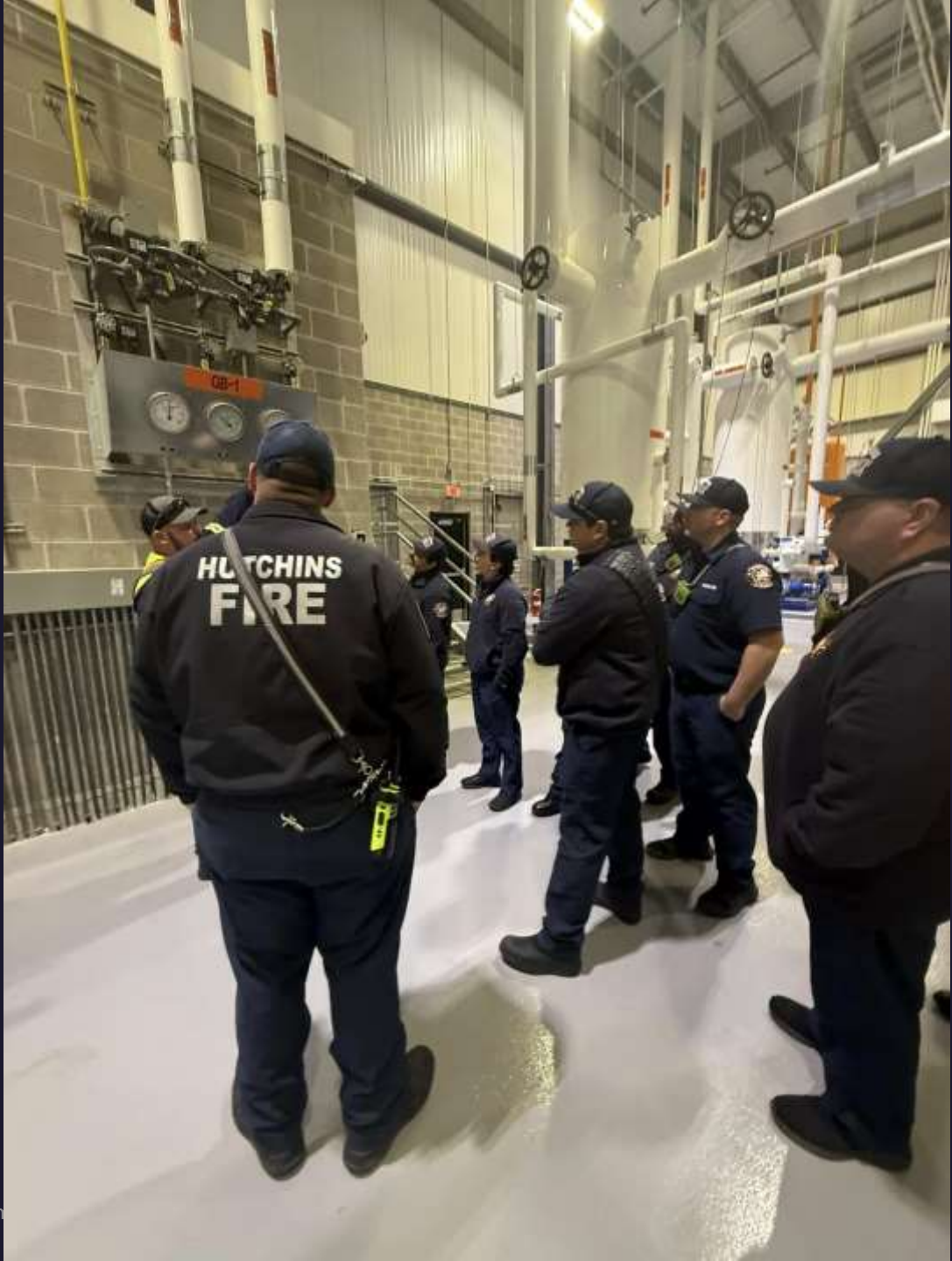
Hutchins Citizens Fire Academy: 12 weeks

Public Education and Special Events: 7

















Summary

With the city growing and calls expected to increase, the priority for our dept is serving the public at the highest level.

Mission Statement: We continually strive for excellence, guided by principles of trust, integrity, honesty, loyalty, safety, and respect for all."



Thank You

Stacey Hickson – Fire Chief

shickson@cityofhutchinstx.gov

www.cityofhutchins.org

972-225-9901



Section E, Item 3.



STAFF REPORT

MEETING DATE:	April 20, 2026
MEETING TYPE:	Regular Council Meeting
SUBMITTED BY:	Chief Perry
AGENDA CAPTION:	[Proclamation honoring May 10 th through 16 th as Police Week] Presented by: [Steve Perry, Police Chief]

Background Information

Proclamation from Mayor Vasquez of the City of Hutchins recognizing May 10th through 16th 2026 as Police Week in the City of Hutchins, Texas.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

N/A

Supporting Documentation and Attachments

Proclamation

The City of Hutchins

A RESOLUTION OF THE MAYOR & CITY COUNCIL

PROCLAMATION NATIONAL POLICE WEEK MAY 10th through 16th

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 10th falls as National Police Week; and

WHEREAS, the members of the Hutchins Police Department play an essential role in safeguarding the rights and freedoms of the City of Hutchins; and

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

WHEREAS, the men and women of the Hutchins Police Department unceasingly provide a vital public service.

NOW, THEREFORE, I, Mario Vasquez, Mayor of the City of Hutchins, call upon all citizens of the City of Hutchins, Texas to observe the week of May 10th through the 16th, 2026, as Police Week. During this week I encourage citizens to join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of the City of Hutchins to observe Friday, May 15, 2026, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Mayor Mario Vasquez



STAFF REPORT

MEETING DATE:	April 20 th , 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Katherine Lindsey
AGENDA CAPTION:	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ADOPTING A PARK FACILITIES RENTAL POLICY, ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Katherine Lindsey, Assistant to the City Administrator

Background Information

The Park Facility Rental Policy provides uniform guidelines for staff and renters to follow when members of the public wish to rent the large pavilion and baseball field at Campbell Park. Specifically, the policy covers who is eligible to rent the facilities and how frequently, the rules and requirements renters must follow, cancellations, and liability.

Included in the supporting documents are the post-rental checklist for staff to use internally and the rental agreement.

Budget Implications

The policy states that the fees and deposits are set according to the fee schedule in Appendix A of the Code of Ordinances.

Operational Impact

Implementing this policy will provide an avenue for staff to uniformly implement rules and guidelines when renting park facilities to the public.

Legal Review

The City Attorney approved the resolution, policy, and rental agreement.

Staff Recommendation

Staff recommends that the City Council approves the Park Facility Rental Policy.

Supporting Documentation and Attachments

1. Resolution and Policy
2. Rental Agreement
3. Post-Rental Checklist

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2026-04-1339**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ADOPTING A PARK FACILITIES RENTAL POLICY, ATTACHED HERETO AS EXHIBIT “A”; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hutchins adopted Ordinance 2025-04-1207 amending the Code of Ordinances to include provisions and regulations for the public to rent certain municipal facilities, including the large pavilion and baseball field at Campbell Park; and

WHEREAS, a detailed policy is required to appropriately execute the aforementioned Ordinance; and

WHEREAS, the policy provides specific regulations including the responsibilities of the renter and reservation processes; and

WHEREAS, the City Council finds that it is in the public interest to adopt the Park Facilities Rental Policy.

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

SECTION 1. The City Council hereby approves the establishment and adoption of the Special Events Policy attached hereto as Exhibit “A.”

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 20th day of April 2026.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(03-26-2026: 4929-3259-0939, v. 1)

EXHIBIT “A”

Park Facilities Rental Policy

City of Hutchins facilities are operated by the City of Hutchins, Texas, for the benefit of the general public. Permission for private use of City facilities is a privilege granted by the City of Hutchins. Because City facilities have been assembled, maintained and operated for the general public, it is necessary that certain rules and regulations be established to protect its best interest.

This Park Facility Rental Policy pertains to leasing the baseball fields and large pavilion at Campbell Park. The purpose of this policy is to ensure that 1) Members of the public have equal access to reserving the facilities; 2) Guidelines are provided to ensure uniform administrative processes; and 3) Attention is given to the use of City resources and infrastructure necessary to maintain orderly and safe events without damage to public property.

Section 1 – Reservation Hours and Frequency

The hours available for reservations at municipal parks are from dawn to dusk. Applicants must ensure that all games, rental activities, cleaning, setup/breakdown, and presence of attendees occur during daylight hours only. Events to be held during non-daylight hours must require written approval from the City.

Reservations shall not conflict with City sponsored events.

The same renter (individual or organization) may not reserve a park facility more than once a month. Organized groups, for example, concerts in the park or sports leagues, may enter into a contracted agreement with the City to reserve facilities on a regular basis. If it is found that the same party is habitually using the large pavilion at Campbell Park or the baseball fields at Campbell Park without reservations, then the party must begin making formal reservations or risk losing privileges of using the park facilities.

Section 2 – Eligibility

The person renting the facility must be at least twenty-one (21) years of age, legally competent to enter into a contract under the laws of the State of Texas, must not have previously damaged City property for which the renter has failed to pay in full for such damage, and must not have any outstanding and unpaid bills, debts, or obligations to the City. An Applicant may be denied if a previous event the Applicant hosted did not conform to City policies and procedures. The renter must provide photo identification at the time of application submission.

Section 3 – GENERAL RULES AND REQUIREMENTS

In addition to existing ordinances, park rules, and policies, the following rules apply to facility rentals:

- Setup for rental activities must begin no earlier than half an hour before the rental time, and must not encroach upon pre-existing activities until the renter's official rental time begins.
- Event attendees must treat each other respectfully and exhibit peaceful and appropriate behaviors.
- Applicant assumes responsibility for control and discipline of attendees.
- Sports fields, facilities, and pavilions must be used in the manner in which they were designed to be used.
- Each sports field is designed to have one game played on it at a time. If individual fields have simultaneous games being played on them the renter may lose the right to rent in the future.
- Sports fields are available for their intended use. All other uses are prohibited, such as concerts, movies, bounce houses, revivals, and games the fields are not designed for.
- Event areas are restricted to the areas specified in the reservation agreement (e.g., field, pavilion, baseball field). Members of the public not attending the event must still have access to the rest of the public facilities. For instance, if a ticketed event is being held at a park, people must still have free access to the playground area and City-owned restroom facilities.
- Decorations, tarps, or any other semi-permanent covering may not be affixed to any structure or fencing using tape, glue, tacks, screws, bolts, or nails. The City must approve any exceptions, such as rope tied banners, to this rule in writing.
- NO ALCOHOLIC BEVERAGES will be allowed on the premises. There are no exceptions. Violators are subject to fine or arrest.
- No tobacco products are allowed inside the park.
- No sunflower seeds, gum, or unshelled peanuts are allowed on sports fields
- No glass containers are allowed
- No gambling is allowed
- No soliciting is allowed
- No firearms
- City staff may be on-site during events at the rented facilities and are the only authorized personnel to perform field and pavilion maintenance, unless otherwise communicated in writing.
- No home grills or smokers are permitted on any City property without prior written authorization, including at pavilions.
- Any signs that renters wish to post must receive prior written approval before being posted. Signs may be denied for any reason and the content and placement must receive prior written approval by the City. The content of signs and advertisements must not contain words, images, or symbols that could be deemed offensive. Approved signs and banners must be removed at the end of the event.
- No propane heaters or any type of open flame devices are allowed at City park facilities without prior written approval from the Fire Department.
- Illegally parked vehicles may be ticketed and/or towed at the owner's expense.
- Tents or canopies are allowed in designated areas only. The placement and need for permitting shall be determined by City staff in order to maintain safety, safe traffic flow, and views of the fields.

- Athletic trainers, medical staff, or AED’s for field and pavilion rentals are not provided by the City. It is strongly recommended that the renter have an emergency medical plan in place. In the event of an emergency, please dial 911 immediately.
- Use of special equipment, such as sound systems, must be approved by the City before the event.
- Applicants should be aware that any requests the Applicant has that are not covered by this policy may not be allowed.

Section 4 – Deposits and Fees

Renters must show proof of residency to receive the resident rate. Proof of residency must be either 1) a state-issued identification card or drivers license with a current Hutchins address or 2) a City of Hutchins water bill along with photo identification. Residential rates are non-transferable.

Renters must present a valid Texas Driver’s License or Texas Identification Card with the reservation fee and damage deposit.

All deposits and all rental fees must be paid in full upon reservation approval. The City will not hold a reservation without payment in full. All fees will be paid at City Hall and collected by City staff.

Reservations are guaranteed when the reservation application is completed, all fees paid, and approved by the City.

Reservation fees are listed below, as set forth by the Fee Schedule in Appendix A of the Code of Ordinances.

Any damages will be charged to the renter. Deposits will be returned to the renter within ten (10) business days as applicable. A \$25 basic cleaning fee will automatically be deducted from the deposit.

Campbell Park Pavilion Deposit	\$100.00
Campbell Park Pavilion Hourly Rate	\$50.00 for residents and \$100.00 for non-residents
Campbell Park Baseball Field Deposit	\$100.00
Campbell Park Baseball Field Rate per 4-Hour Increments	\$25.00 for residents and \$50.00 for non-residents

Section 5 – Cancellation, Inclement Weather, and Rule-Breaking

If it is found that the rental agreement is being violated during the reservation, or the event otherwise becomes unsafe for attendees, then the City reserves the right to enforce compliance or shut down the event. The City also reserves the right to eject any objectional person or group of persons from the premises. Any group charged with abuse and/or damage to the facility may be banned from making any further reservation.

Refunds and Cancellations

All refunds will be returned fourteen (14) business days after the rental date by check only.

Rental fees are refundable if the scheduled event is cancelled at least seven (7) days before the reservation date in writing. Any fees or charges incurred by the City will be deducted from the fee or deposit. No partial refunds will be given.

If possible, refunds will be made for inclement weather, or the reservation may be rescheduled for an available date.

The City reserves the right to cancel an event in whole or in part at any time without incurring any damages from the renter. Closures may result from but is not limited to: inclement weather, poor playing conditions or field damage which may cause hazardous safety considerations for the public or excessive repairs to the public facilities.

At the discretion of the City Administrator, any reservation may be cancelled, and all fees may or may not be returned.

Inclement Weather

The City has access to various local meteorological tools and data including the National Weather Service (NWS) warnings and bulletins. City staff will make every effort to allow an event to go as scheduled, but reserves the right to cancel, postpone, or prematurely close any event due to inclement weather. Inclement weather can come in the form of any item(s) below:

- Winds exceeding sixty-five (65) miles per hour;
- Lightning within twenty (20) miles of the venue or event;
- Persistent heavy rain;
- Snow or ice;
- Hail;
- Tornado;
- Any severe weather warning from the National Weather Service (NWS);
- Any “Acts of God” not listed above.

Failure to Follow Rules

The Applicant must abide by this policy and City ordinances, realizing that no adherence may result in forfeiture of all or a portion of deposit, additional fees, inability to use park and field facilities and pavilion in the future, cancellation of current rental contract, a fine, and/or arrest depending on the infraction.

Enforcement of all City rules and policies is the responsibility of the renter and City staff. Any failure of the renter to follow or enforce any rule or policy is grounds for removal from any facility and revocation of any future use of any City facility. During the event Public Works personnel will conduct inspections of parks, Fire Department personnel will determine if codes are met, and the Police Department will disperse unruly crowds who are in violation of State statutes and/or local ordinances.

Violation of facility rules is cause for immediate ejection from the premises.

Section 6 - Liability

A. Damage or Loss of Materials

Because these events are not operated or sponsored by the City, the City shall not be responsible for damage or loss of materials used or left in any public spaces and does not assume liability for any groups or individuals attending an event within said public spaces.

B. Indemnity

The City shall not be liable to the Applicant or the Applicant’s agents, officials, employees, contractors, members and participants for any damage to person or property caused by an act of negligence or malfeasance of the Applicant or Applicant’s agents, officials, employees, contractors, members, and participants from any claims for any such damage arising out of the activities of the Applicant, its agents, officials, employees, contractors, members, and participants. Further, the City of Hutchins, its agents, officers, and employees will not be responsible for items left at the event location.

C. Liability and Liability Insurance

The renter making the reservation shall assume liability for any damages to any sports field and pavilion area, and will be billed accordingly. The renter using the facility shall obey all rules and regulations, both written and verbal, and shall not hold the City of Hutchins or any of its representatives liable for an injury sustained while using the facility.

Section 7 - Assignment/Transfer

It is expressly understood that any permit issued is exclusive to the parties named therein and is not assignable or transferable.

Section 8 – Exceptions

The City reserves the right to make limited exceptions to this policy on a case-by-case basis. Exceptions must be made in writing with the signature of the City Administrator.

4929-3259-0939, v. 1



Campbell Park Facilities

200 South Denton St., Hutchins, TX 75141

RENTAL AGREEMENT

ACCESS CODE# _____ RESIDENT _____ NON-RESIDENT _____ DL# _____

Name of Applicant: _____

Address _____ City _____ Zip _____

Phone # _____ Work # _____

Date of Event _____ Time _____

Rental Facility (check one or both) Large Pavilion _____ Baseball Field _____

PLEASE READ AND INITIAL AFTER EACH LINE

1. Applicant acknowledges that rental of the Campbell Park Facilities is subject to the rules and fees required by applicable City of Hutchins Code of Ordinances and policies on file. The Applicant has read and understands the park facilities rental policy and shall adhere to and enforce all rules, regulations, and policies during the reservation with the City of Hutchins, Texas (the "City"). _____
2. Tendered herewith is the sum of \$ _____ for rental and a clean-up and damage deposit. The City reserves the right to ask for all fees and deposits in money order and/or cashier's check. _____
3. Applicant shall be responsible for any damage to the premises and for clean-up of the premises after Applicant's event. If any additional clean-up or repairs are necessary, a cleaning fee of \$25 shall be withheld from the deposit to pay the cost thereof. Any cost in excess of the deposit shall be borne by Applicant and the City may seek recovery of any such additional cost in the manner provided by law.

4. **CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SPECIAL EVENT OF APPLICANT PURSUANT TO THIS AGREEMENT. APPLICANT HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. APPLICANT AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT**

COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY APPLICANT'S NEGLIGENT PERFORMANCE OF THE SPECIAL EVENT UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF APPLICANT, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS, PARTICIPANTS, OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, APPLICANT, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT APPLICANT'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. APPLICANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY APPLICANT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. _____

- 5. The Applicant shall not have any right to assign this Rental Agreement to any other person. _____
- 6. Applicant agrees to vacate the premises immediately upon conclusion of the rental period specified above. Clean-up shall be completed prior to exiting the premises. Applicants shall receive their refund via mail within ten (10) business days following the event. The refund of the deposit is subject to charges due to damages or need for excessive clean-up found by City Staff use guidelines listed in line 9 were followed. This is in addition to the automatic \$25 deducted for routine cleaning fees. _____
- 7. **Applicant agrees that time-of-rental shall begin and end at the selected scheduled times of event contracted for on the day of the event.** _____
- 8. Use of the Park Facilities shall be discontinued at the end of the rental time. _____
- 9. The following are guidelines for use of the Campbell Park Facilities:
 - A. Alcoholic beverages are absolutely forbidden anywhere on the premises.
 - B. Excessive and loud noises shall not be permitted.
 - C. Grilling is prohibited on premises.
 - D. City-owned property must not leave the rental site.
 - E. A cleaning fee of \$25 shall be deducted from the Applicant's deposit for cleaning.**
 - F. Any damages shall be charged to the Applicant. _____
- 10. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in 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 Applicant and City agree to submit to the personal and subject matter jurisdiction of said court. _____
- 11. Applicant and City agree that City has not waived immunity by entering into and performing their respective obligations under this Agreement. _____

12. ***Failure to adhere to these restrictions will result in a 100% loss of deposit.*** _____

APPLICANT HAS READ AND UNDERSTANDS THE RULES AND INFORMATION ABOVE AND SHALL ABIDE BY THEM.

Applicant Signature: _____ Date: _____

OFFICE USE ONLY		
Confirmed by _____		Date _____
Money Order No. _____	Cashier Check No. _____	
Amount \$ _____	Rental \$ _____	Deposit \$ _____
Received By _____		



Hutchins Campbell Park Facility Rental Checklist

Rental Date: _____ Rental Hours: _____

Rented by: [Name, Phone Number]

ITEM	Damage (Y/N)	Clean (Y/N)	Damage Charges
Floor	<u> N </u>	<u> Y </u>	\$300 and up
Trash cans	<u> N </u>	<u> Y </u>	\$50 and up
Tables	<u> N </u>	<u> Y </u>	\$100 and up
Chairs/Benches	<u> N </u>	<u> Y </u>	\$75 and up
Pavilion structure	<u> N </u>	<u> Y </u>	\$100 and up
Fence	<u> N </u>	<u> Y </u>	\$25 and up

Additional Comments

Post Inspector _____

Date: _____ Time: _____

Secondary Reviewer _____

Date: _____ Time: _____

Refund Deduction \$ __0 _____



STAFF REPORT

MEETING DATE: April 20, 2026

MEETING TYPE: City Council

SUBMITTED BY: James Quin

AGENDA CAPTION: Discuss and consider City Council Retreat Agenda

Background Information

The Council Retreat is scheduled for Thursday, May 28th. Items on the agenda are as follows: Bookmobile, 2027 Proposed Road and Street Bond Issue, Hilltop Financial Presentation, City Attorney (Ethics and related items) Presentation, Department Presentations Re: Capital Requests. It is requested that each Council Member place an item on the Council Retreat Agenda if so inclined.

Budget Implications: N/A

Operational Impact: N/A

Legal Review: N/A

Staff Recommendation

Supporting Documentation and Attachments



STAFF REPORT

MEETING DATE:	April 20, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	James Quin
AGENDA CAPTION:	Discuss and consider a Resolution Authorizing County of Dallas to Resell Tax Foreclosed Properties by Public or Private Sale, to the Highest Qualified Purchaser. Presented by James Quin, City Administrator

Background Information

Several parcels of land were offered for sale by the Sheriff of Dallas County, Texas, at public auction pursuant to a judgment of the District Court of Dallas County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes, accrued penalty and interest, and court costs.

One of those parcels of land which did not receive a sufficient bid as set by law was struck off to the City of Hutchins, the County of Dallas and the Independent School District (Taxing Authorities). The parcel is located at 1024 Walnut Ridge Lane which is located in Skyline Estate. It is a vacant lot with a 2024 DCAD value of \$55,000.

By approving the resolution, the County of Dallas, as Trustee for itself and the other Taxing Authorities, is authorized to resell these struck off parcel of land to the highest purchaser.

Budget Implications: N/A

Operational Impact: N/A

Legal Review:

The Resolution was drafted by Dallas County DA's office for standard use by the Foreclosure Division and the taxing entities.

Staff Recommendation

Supporting Documentation and Attachments

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2026-04-1341**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS
AUTHORIZING COUNTY OF DALLAS TO RESELL TAX FORECLOSED
PROPERTIES BY PUBLIC OR PRIVATE SALE, TO THE HIGHEST QUALIFIED
PURCHASER, AS PROVIDED BY SECTION 34.05 OF THE TEXAS PROPERTY
TAX CODE.**

WHEREAS, this matter was briefed to the Hutchins City Council (“City Council”) on April 20, 2026, wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest qualified purchaser by public or private sale; and

WHEREAS, several parcels of land were offered for sale by the Sheriff of Dallas County, Texas, at public auction pursuant to a judgment of the District Court of Dallas County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes, accrued penalty and interest, and court costs; and

WHEREAS, those parcels of land which did not receive a sufficient bid as set by law were struck off to the City of Hutchins, the County of Dallas and the Independent School District (Taxing Authorities) pursuant to Section 34.01(j) of the Texas Tax Code; and

WHEREAS, by this resolution, the County of Dallas, as Trustee for itself and the other Taxing Authorities is authorized to resell these struck off parcels of land, which did not receive a sufficient bid as set by law and to execute quitclaim deeds for said parcels conveying the right, title, and interest acquired or held by the City of Hutchins as a party to the judgment foreclosing tax liens, and

WHEREAS, the City of Hutchins desires to resell said parcel(s) in an expeditious manner pursuant to Section 34.05 of the Property Tax Code.

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

Section 1. The Hutchins City Council does hereby provide specific authorization to the County of Dallas to act as Trustee to offer for sale by public or private sale the parcels of land shown in Exhibit “A,” attached hereto and made a part hereof and the Hutchins City Council does hereby consent, in compliance with Section 34.05(i) of the Texas Tax Code to the sale of said parcels to the highest purchaser, even if the amount tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgment against the property as is required by Section 34.05(h) of the Texas Tax Code, or in compliance with Section 34.05(j) of the Texas Tax Code for an amount equal to or greater than its current market value as shown by the most recent certified appraisal roll, if the sum of the amount of the judgment plus post-judgment taxes, penalties, and interest owing against the property exceeds the market value, and each taxing unit entitled to receive proceeds of the sale consents to the sale for that amount.

Section 2. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

PASSED and APPROVED this 20th day of April 2026 by the Hutchins City Council, Hutchins, Texas.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED AS TO FORM:

CITY ATTORNEY

*******ATTACH EXHIBIT "A"*******



STAFF REPORT

MEETING DATE: April 20, 2026

MEETING TYPE: Hutchins City Council

SUBMITTED BY: Guy Brown

AGENDA CAPTION: Discuss and consider a RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AN ACKNOWLEDGMENT AND CONSENT TO ASSIGNMENT OF AN AMENDED AND RESTATED TAX ABATEMENT AGREEMENT TO PROVIDENT REALTY EXCHANGE III LP; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Presented by: Guy Brown, HEDC Executive Director

Background Information

On April 15, 2014, the City entered into an Amended and Restated Tax Abatement Agreement (the "Agreement") to provide economic development incentives for property located within the City. The Agreement was subsequently assigned to BPREP Commerce 45 I L.P for Property located at 1100 and 1150 East Cleveland Road in Hutchins.

The project has received the benefit of tax abatement for ten (10) years, consistent with the original intent of the incentive to support development and economic growth. At this stage, the abatement period has effectively run its course but there are considerations that the owner must maintain until 2031.

BPREP Commerce 45 I L.P is selling the building to Provident Realty Exchange III LP and staff is recommending assigning the agreement to Provident so that the city may still require minimum taxable value and employment at the location. The buildings are currently leased by Georgia Pacific.

Budget Implications

While the tax abatement for the property located at 1100 and 1150 East Cleveland Road is complete the owner will be required to adhere to minimum staffing and taxable value until 2031.

Operational Impact

No operation impact.

Legal Review

The City Attorney has drafted the attached Assignment Agreement.

Staff Recommendation

Staff recommends approval.

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2026-04-1342**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AN ACKNOWLEDGMENT AND CONSENT TO ASSIGNMENT OF AN AMENDED AND RESTATED TAX ABATEMENT AGREEMENT TO PROVIDENT REALTY EXCHANGE III LP; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutchins, Texas (the "City") previously entered into that certain Amended and Restated Tax Abatement Agreement effective April 15, 2014 (the "Agreement") with Commerce 45 Development, LLC, predecessor-in-interest to BPREP COMMERCE 45 I L.P. (the "Assignor"); and

WHEREAS, pursuant to Section 8.9 of the Agreement, the Agreement may be assigned with the prior written consent of the City; and

WHEREAS, Assignor has requested the City's consent to assign the Agreement to PROVIDENT REALTY EXCHANGE III LP (the "Assignee"); and

WHEREAS, the City Council finds that approving the assignment is in the best interest of the City and will ensure the continued compliance and performance of the obligations under the Agreement; and

WHEREAS, the City desires to consent to such assignment and authorize execution of the related Acknowledgment and Consent to Assignment of Amended and Restated Tax Abatement Agreement (the "Assignment Agreement").

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

SECTION 1. The City Administrator is hereby authorized to execute the Agreement, which is attached hereto as Exhibit "A," on behalf of the City of Hutchins.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 20th day of April 2026.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(250303-gb)

EXHIBIT "A"
ACKNOWLEDGMENT AND CONSENT TO ASSIGNMENT AGREEMENT

ACKNOWLEDGMENT AND CONSENT TO ASSIGNMENT
(TAX ABATEMENT AGREEMENT)

STATE OF TEXAS

§
§
§
§
§
§

ACKNOWLEDGMENT AND
CONSENT TO ASSIGNMENT OF
AMENDED AND RESTATED TAX
ABATEMENT AGREEMENT

COUNTY OF DALLAS

This Acknowledgment and Consent to Assignment of Amended and Restated Tax Abatement Agreement is entered into by and among the City of Hutchins, Texas (the "City"), BPREP COMMERCE I 45 L.P., a Delaware limited partnership (the "Assignor"), and PI DFW E CLEVELAND ST TIC 1 LP, a Texas limited partnership, and PI DFW E CLEVELAND ST TIC 2 LP, a Texas limited partnership (collectively, and jointly and severally, the "Assignee"), acting by and through their respective authorized officers or general partners, as applicable.

WITNESSETH:

WHEREAS, the City and Commerce 45 Development, LLC, predecessor-in-interest of Assignor, entered into that certain Amended and Restated Tax Abatement Agreement dated effective April 15, 2014 (as assigned, the "Tax Abatement Agreement"); and

WHEREAS, Assignor desires to assign the Tax Abatement Agreement to Assignee; and

WHEREAS, Section 8.9 of the Tax Abatement Agreement provides for the assignment of the Tax Abatement Agreement with the prior written consent of the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. The City hereby consents to the assignment of the Tax Abatement Agreement to Assignee effective as of the date of closing of the sale and transfer of the Property (the "Effective Date") which shall occur on or before May 5, 2026, and agrees to look solely to the Assignee for the proper performance of that Agreement. Further, to the best of the City's knowledge, (a) no default currently exists under the Tax Abatement Agreement, and (b) no facts exist that would constitute, upon the lapse of time or the giving of notice or both, a basis for any default by Assignor under the Tax Abatement Agreement.
2. The Assignee, by execution of this Agreement, acknowledges all terms, provisions, and covenants of the Tax Abatement Agreement by and between the City and the Assignor and agrees to assume and perform each and every duty, obligation and covenant of the Assignor under the Tax Abatement Agreement arising from and after

the Effective Date.

3. The Assignor does hereby assign all of its rights, responsibilities and obligations as the Owner under the Tax Abatement Agreement to the Assignee, and Assignee does hereby expressly assume all the rights, duties, responsibilities and obligations of Assignee under the Tax Abatement Agreement effective on the Effective Date.
4. The City recognizes and acknowledges it is executing this Acknowledgement and Consent to Assignment of Amended and Restated Tax Abatement Agreement with the intent that Assignor, Assignee and Assignee's lenders may rely hereon.
5. This Agreement may be executed in numbers of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
6. This Agreement is governed by the laws of the State of Texas; and venue for any action shall be in State District Court of Dallas County, Texas.
7. Following the Effective Date, Assignee's notice address shall be as follows:

c/o Provident Realty Advisors, Inc.
10210 N. Central Expressway, Suite 300
Dallas, TX 75201
Attn: Chris Martin; Case Van Lare

with a copy to:

Winstead PC
2728 N. Harwood Street, 5th Floor
Dallas, Texas 75201
Attn: Michael F. Alessio; Evan Gordon

*REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE(S) FOLLOWS.*

EXECUTED in duplicate originals this the ____ day of April, 2026.

CITY

CITY OF HUTCHINS, TEXAS

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

ASSIGNOR:

BPREP COMMERCE 45 I L.P.,
a Delaware limited partnership

By: BPREP COMMERCE 45 I GP, LLC
a Delaware limited liability company,
its general partner

By: _____
Name: _____
Title: _____

ASSIGNEE:

PI DFW E CLEVELAND ST TIC 1 LP,
a Texas limited partnership

By: Provident Data Center Investor GP LLC,
a Texas limited liability company

By: _____
Name: Brent Wille
Title: Vice President

PI DFW E CLEVELAND ST TIC 2 LP,
a Texas limited partnership

By: Provident Industrial Investor GP LLC,
a Texas limited liability company

By: _____
Name: Brent Wille
Title: Vice President