



**CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA**

**Monday, October 05, 2026 at 6:30 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 Regular Meeting of the Hutchins City Council to be held on Monday, October 5, 2026, 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. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CITIZEN COMMENTS - *This agenda item provides an opportunity for citizens to address the City Council on any matter that is not posted on the agenda. Anyone wishing to address the City Council should complete a Citizen Comments Form and submit it to the City Secretary prior to the start of the City Council meeting. There is a three (3) minute time limit for each citizen to speak. However, in accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decision at this time.*

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

1. Discuss and consider Resolution of the CITY COUNCIL OF THE City of HUTCHINS, TEXAS AUTHORIZING THE EXECUTION OF DAAA AGREEMENT WITH THE TIME PERIOD OF OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027; AND PROVIDING AN EFFECTIVE DATE.
Resolution R2026-10-1362

E. PRESENTATIONS

2. Discussion Commercial Motor Vehicle Enforcement Unit. Presented by Steve Perry, Police Chief

F. PUBLIC HEARINGS

3. A. Conduct a public hearing regarding an amendment to the Code of Ordinance repealing Chapter 10 Subdivision Regulations in its entirety and amending Chapter 10 Subdivision Regulations of the City of Hutchins.

B. Open Public Hearing and Receive Comment.

C. Consider AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING CHAPTER 10 SUBDIVISION REGULATIONS OF THE CITY OF HUTCHINS CODE OF ORDINANCES REPEALING CHAPTER 10 IN ITS ENTIRETY AND REPLACING CHAPTER 10 SUBDIVISION REGULATIONS; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

Ordinance 10-1235

4. A. Conduct a public hearing regarding a voluntary annexation request submitted by Shoal Creek Capital Partners for territory consisting of a 3.126± acre tract of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, and a 9.597 acre± tract of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, located at 1101 S. IH-45, currently within the City of Hutchins Extraterritorial Jurisdiction.

B. Open Public Hearing and Receive Comment.

C. Consider an Ordinance of the City of Hutchins, Texas for territory consisting of a 3.126± acre tract of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, and a 9.597 acre± tract of land situated in the William Gatlin Survey, Abstract No. 499.

Ordinance 2026-10-1236

5. A. Conduct a public hearing regarding a request by Wilson Bauer of Shoal Creek Capital partners for a total acreage of approximately 19.17± acres on 3 tracts of land located in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, and also being part of Lot 1 and Lot 3 of the L 6 S Industrial Park, an addition to the City of Hutchins, Texas. The three tracts of land are located at 1101 S. Interstate 45. A portion of the property is located in the City of Hutchins Extra-Territorial Jurisdiction. The zoning request is to change the zoning from AG Agriculture upon annexation and from HC Highway Commercial to LI Light Industrial.

B. Open Public Hearing and receive comments.

C. Consider an Ordinance of CITY OF HUTCHINS, TEXAS; GRANTING A CHANGE IN ZONING FROM HIGHWAY COMMERCIAL (HC) TO LIGHT INDUSTRIAL (LI) AND ALLOWING SPECIFIC USE PERMITS WITHOUT SPECIAL CONDITIONS ON THREE (3) TRACTS OF LAND CONSISTING OF 19.17± ACRES WITH TRACT 1 BEING A 6.447 ACRE TRACT OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF LOT 1 AND LOT 3, L 6 S INDUSTRIAL PARK, AN ADDITION TO THE CITY OF HUTCHINS, DALLAS COUNTY, TEXAS, TRACT 2 BEING 3.126 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS, AND TRACT 3 BEING 9.597 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS.

Ordinance 2026-10-1237

6. A. Conduct a public hearing regarding a request by Wilson Bauer of Shoal Creek Capital partners for a total acreage of approximately 19.17± acres on 3 tracts of land located in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, and also being part of Lot 1 and Lot 3 of the L 6 S Industrial Park, an addition to the City of Hutchins, Texas. The three tracts of land are located at 1101 S. Interstate 45. A portion of the property is located in the City of Hutchins Extra-Territorial Jurisdiction. The zoning request is to change the zoning from AG Agriculture upon annexation and from HC Highway Commercial to LI Light Industrial.

B. Open Public Hearing and receive comments.

C. Conduct a public hearing regarding a request for a SUP request by Wilson Bauer of Shoal Creek Capital partners for a total acreage of approximately 19.17± acres on 3 tracts of land located in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, and also being part of Lot 1 and Lot 3 of the L 6 S Industrial Park, an addition to the City of Hutchins, Texas. The three tracts of land are located at 1101 S. Interstate 45. A portion of the property is located in the City of Hutchins Extra-Territorial Jurisdiction. The SUP request is to allow the uses “Motor Freight Company/Terminal”, “Heavy Machinery Sales/Storage”, “Truck Sales & Storage”, and “Low Risk Industrial Manufacturing Not Wholly Enclosed Within a Building” in the Light Industrial District.

D. Open Public Hearing and Receive Comment.

C. Consider an Ordinance of CITY OF HUTCHINS, TEXAS; GRANTING A CHANGE IN ZONING FROM HIGHWAY COMMERCIAL (HC) TO LIGHT INDUSTRIAL (LI) AND ALLOWING SPECIFIC USE PERMITS WITHOUT SPECIAL CONDITIONS ON THREE (3) TRACTS OF LAND CONSISTING OF 19.17± ACRES WITH TRACT 1 BEING A 6.447 ACRE TRACT OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF LOT 1 AND LOT 3, L 6 S INDUSTRIAL PARK, AN ADDITION TO THE CITY OF HUTCHINS, DALLAS COUNTY, TEXAS, TRACT 2 BEING 3.126 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS, AND TRACT 3 BEING 9.597 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS.

Ordinance 2026-10-1237

7. A. Conduct a public hearing regarding a request for a rezone request by Sylvia Johnson with QSC Services, representing the property owner Dr. Cynthia Mickens Ross for a total acreage of approximately 3 acres on 3 tracts of land located in the Hutchins Acreage, and being part of Lots 19, 21, and 29. The three tracts of land are located at 105 Mills, 302 & 304 W. Palestine St. The rezone request is to change the zoning from the current (Single Family Residential 8.5) to a Planned Development (PD).

B. Open Public Hearing and receive comments.

G. ITEMS OF COMMUNITY INTEREST

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

Community Fall Festival, Saturday, October 10, 2026, 12:00 p.m. - 3:30 p.m., Campbell Park, 200 S. Denton St.

City Council Meeting, Monday, October 21, 2026, 6:30 p.m., City Hall, 400 N. JJ Lemmon Rd.

Planning and Zoning Commission Meeting, Monday, October 26, 2026, 6:00 p.m., City Hall, 400 N. JJ Lemmon Road.

H. ADJOURN

CERTIFICATION

I certify that a copy of the October 5, 2026, agenda of items to be considered by the Hutchins City Council was posted at City Hall and to the City's website in accordance with Chapter 551 of the Texas Government Code. Posted on Tuesday, September 29, 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@cityofhutchinstx.gov.



STAFF REPORT

MEETING DATE:	October 05th , 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Wanda Randle
AGENDA CAPTION:	Discuss and consider Resolution _____ of the CITY COUNCIL OF THE City of HUTCHINS, TEXAS AUTHORIZING THE EXECUTION OF DAAA AGREEMENT WITH THE TIME PERIOD OF OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027; AND PROVIDING AN EFFECTIVE DATE.

Background Information

The Dallas Area Agency on Aging (DAAA), a project of the Community Council of Greater Dallas (CCGD), is the agency designated by the Texas Health and Human Services (HHS) as responsible for planning and developing a system of service delivery for persons 60 years of age and older residing in Dallas County. DAAA annually subcontracts federal and state funds to several local governments, private non-profit and private for-profit organizations to provide nutrition and social services to older individuals and their caregivers.

The City of Hutchins has assumed the role of subcontractor for over 20 years and currently receives funding to support the below services offered via the Hutchins Senior Center:

Congregate Meals

- Home-delivered Meals
- Instruction & Training
- Mental Health Services

Service Recipients: Programs must be open to all person’s 60+. There is no means testing for participant eligibility. Membership in any specific private organization, group,

association, or fraternal organization cannot be required for participation in services.

Although providers may not charge fees to participants, they are required to develop policies and procedures to elicit contributions from participants. Participants cannot be denied service based on unwillingness/inability to contribute to the cost of their services.

“Program Income,” as these client contributions are called, must be budgeted, tracked, and used to expand the program. The provision of all services must comply with the Civil Rights Act of 1964 and with Section 504 of the Rehabilitation Act of 1973 as amended, related legislation, and the Americans with Disabilities Act.

DAAA is requesting that the City of Hutchins review and consider extending the Agreement that shall become effective on October 1, 2026, and remain in effect through September 30, 2027, unless terminated earlier by the parties.

Budget Implications

DAAA will pay the City of Hutchins on a unit rate basis for services rendered at a unit rate of \$13.18 for Title III units. Title III compensation for the provision of services shall not exceed \$52,290.74

Operational Impact

NA

Legal Review

NA

Staff Recommendation

Staff recommends approval of resolution.

Supporting Documentation and Attachments

DAAA TITLE III Federal Funding Agreement FY27

Resolution

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2026-10-1362**

**A RESOLUTION OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING
THE EXECUTION OF A TITLE III FEDERAL SERVICE AGREEMENT
WITH THE DALLAS AREA AGENCY ON AGING FOR THE TIME
PERIOD OF OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027.**

WHEREAS, the City Council for the City of Hutchins, Texas desires to enter into an Interlocal Agreement with Dallas Area Agency on Aging (DAAA) for Title III Federal Services ("Agreement");

WHEREAS, pursuant to said Agreement, Dallas Area Agency on Aging will compensate the City of Hutchins on a unit rate basis for services rendered at a unit rate of **\$13.18** for Title III units;

WHEREAS, pursuant to said Agreement, Title III compensation for the provision of services to the City of Hutchins shall not exceed **\$52,290.74** for said agreement period;

WHEREAS, Dallas Area Agency on aging will provide the persons 60 years of age and older residing in Dallas County access to Congregate Meals, Home-delivered Meals, Instruction & Training, Mental Health Services; and

WHEREAS, the City Council for the City of Hutchins, Texas has reviewed the Interlocal Agreement and has determined it to be in the best interest of the City of Hutchins to enter said Agreement for Title III Federal Funding.

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

SECTION 1. The City Council authorizes Mayor Vasquez to sign the Interlocal Agreement with Dallas Area Agency on Aging, attached hereto and incorporated as Exhibit A.

SECTION 2. The Agreement is effective from October 1, 2026, through September 30, 2027, unless otherwise stated in the Agreement.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THE 5th DAY OF OCTOBER 2026.

APPROVED:

MARIO VASQUEZ, MAYOR

ATTEST:

CYNTHIA OLGUIN, CITY SECRETARY

EXHIBIT “A’

**INTERLOCAL AGREEMENT FOR TITLE III FEDERAL FUNDING BETWEEN THE
CITY OF HUTCHINS AND DALLAS AREA AGENCY ON AGING FOR THE PERIOD
OF OCTOBER 1ST, 2026 THROUGH SEPTEMBER 30TH, 2027.**



**Community Council of Greater Dallas
Dallas Area Agency on Aging**

Fiscal Year 2027 Agreement Amendment and Extension

Checklist – Please complete and/or sign the attached documents (including this sheet) and return to us via e-mail at your earliest convenience to remain compliance with the State of Texas.

1. ☐ Checklist
2. ☐ Cover Letter
3. ☐ Fiscal Year 2027 Agreement Amendment and Extension
4. ☐ Service Projections
5. ☐ Certificate of Liability Insurance (refer to notes below for requirements)
6. ☐ Work's Compensation Form (Fill out; if not included on Certificate of Liability Insurance)
7. ☐ Debarment Certification
8. ☐ W-9 Form – Taxpayer Identification Number
9. ☐ DUA Data Use Agreement Signature Page
10. ☒ Budget Worksheet Calculation of the per Meal Unit Rate (CM and HDM only)
11. ☐ Dietitian Statement and Certification (CM and HDM only)
12. ☐ Dietitian Approved Meal Menus and Calendars for the current period (CM and HDM only)

In order for you to continue as a subrecipient, you will need to add the **Community Council, 1341 W. Mockingbird Ln., Suite 1000W, Dallas, TX 75247**, as Additional Insured in the additional insured box or comments section. Please verify that your liability insurance coverage levels are adequate. Our current requirements for subrecipients are:

General liability coverage of at least: \$2,000,000 General Aggregate \$1,000,000 Products Completed Operations Aggregate \$1,000,000 Occurrence \$1,000,000 Personal Injury/Advertising Injury	In addition, we are looking for workers' compensation coverage with employer's liability limits of at least: \$500,000 per occurrence bodily injury; \$500,000 each employee occupational disease; \$500,000 policy limit occupational disease
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In addition, if you do not indicate on your certificate of liability insurance that you carry workers' compensation coverage, we have attached a form with a box to check that your company is an independent contractor and not an employee.

Please retain **One Copy** for your files, and return **One Copy** via e-mail to:

Nancy Wilson, Contracts Department
nwilson@ccadvance.org

If you have any questions, please email me.

Community Council

Moving families forward, leaving poverty behind.



September 15, 2026

Wanda Randle
Senior Center Director
City of Hutchins
500 W Hickman,
Hutchins, Texas 75141

Dear Ms. Wanda Randle

Attached please find the **FY2027** Agreement Amendment and Extension, by and between the Dallas Area Agency on Aging, a program of Community Council and **City of Hutchins**, containing the signature of Mr. Jafferli Jamal, Interim CEO-CFO and Mrs. Doris Soler, Dallas Area Agency on Aging, Director. Once all documents are signed by the proper authority, keep one copy for your files and return one to me via e-mail.

Should you have any questions, please feel free to email me.

Sincerely,

Nancy Wilson

Nancy Wilson, Contracts Department
Community Council/ Dallas Area Agency on Aging.



FISCAL YEAR 2027 AGREEMENT AMENDMENT AND EXTENSION

This Fiscal Year 2027 Agreement Extension is made and entered into as an extension of the Fiscal Year 2026 Agreement for Title III Federal Services dated October 1, 2025, by and between the Dallas Area Agency on Aging, a program of Community Council of Greater Dallas, hereafter referred to as the DAAA, and **City of Hutchins**, hereinafter referred to as SUBRECIPIENT.

WITNESSETH

WHEREAS the SUBRECIPIENT and DAAA executed an Agreement dated **November 05, 2025**, for the provision of Title III Federal Services and,

WHEREAS, Section IV of that Agreement contemplated contract extensions for a specific period, subject to SUBRECIPIENT's satisfactory performance;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the SUBRECIPIENT and DAAA agree as follows:

Contract Term: This Agreement Extension shall become effective on October 1, 2026, and remain in effect through September 30, 2027, unless earlier terminated by the parties.

SUBRECIPIENT shall provide **Congregate Meals** to eligible participants. A unit of service is defined as **one meal**. The number of units of service under this project for this Agreement Extension period shall be approximately **4,500** meals. The number of unduplicated persons receiving services shall be approximately **55** eligible participants.

Compensation: DAAA will pay the SUBRECIPIENT on a **Congregate Meal** unit rate basis for services rendered at a unit rate of **\$11.86** for Title III units. Title III compensation for the provision of services shall not exceed **\$52,290.74**. The SUBRECIPIENT will provide a mandatory match of at least **\$5,819.88**. The unit rate for meals purchased with match funds shall be **\$13.18**.

Program Income: **Congregate Meals** units of service will be purchased with program income at a unit rate of **\$13.18** per unit. The goal for the program income shall be **\$1,199.38**.

The above figures are based on the attached documents; FY2027 Congregate Meal Budget Worksheet Calculation of The Per Meal Unit Rate and Service Projections FY2027.

Coordination with Fiscal Year 2026 Agreement: This Fiscal Year 2027 Agreement Extension is an extension of those contractual provisions, attachments, assurances, etc. of the Fiscal Year 2026 Agreement, and those prior terms and conditions shall remain unchanged and in full force and effect unless otherwise stated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as set forth below.

City of Hutchins.

COMMUNITY COUNCIL OF
GREATER DALLAS / DALLAS AREA
AGENCY ON AGING

Name / Title

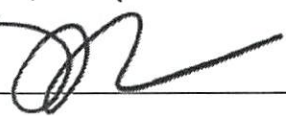


Jafferali Jamal,
Interim CEO- CFO

Signature

9/15/2024
Date

Date



Doris Soler
Director of Dallas Area Agency on Aging

9/15/2024
Date

Service Projections FY2027

Agency Name:
The City of Hutchins

- a. Provide
Fill out service projections including number of unduplicated persons to be served and service units to be provided for each service proposed under the project.

Double click the table chart to insert your projections:

Proposed Service #1: CM	Projected FY2026 Final	FY2027 Performance Projections	Variance from Current Year Projected	Explanation of Variance +/- 5%
Unduplicated Persons	55	55	0%	
Services Units	5,500	4,500	-18%	Reduced participation
Proposed Service #2:	Projected FY2026 Final	FY 2027 Performance Projections	Variance from Current Year Projected	Explanation of Variance +/- 5%
Unduplicated Persons	0	0		
Services Units	0	0		

Standardized Cost Sheet for Nutrition Programs

Instructions:

1. Enter the budgeted revenue for Congregate meals in column E and the budgeted revenue for Home Delivered meals in column G for each fund source.
2. Enter the expenses for each category for Congregate meal in column E and expenses for Home Delivered meal in column G.
3. Select the cost type in Column D for each expense line item.
4. Enter the projected number of Congregate meals to be served in cell C113.
5. Enter the projected number of Home Delivered meals to be served in cell C114.
6. Enter the negotiated rate per meal for Congregate meals in cell G116.
7. Enter the negotiated rate per meal for Home Delivered meals in cell G117.

REVENUE

		Congregate Meal	Home Delivered Meal
Older Americans Act Funds	Title III-C1 Congregate Nutrition	\$52,290.74	
	Title III-C2 Home Delivered Meals		
	Nutrition Services Incentive Program		
State Funds	State General Revenue		
	Other State Funds (Specify):		
Other Funding Sources	Local Match (Cash)	\$0.00	
	Local Match (Third-Party In-Kind)		
	Program Income (Participant Contributions)	\$1,199.38	
	Donations		
	Other (Specify): Mandatory Match	\$5,819.88	
	Other (Specify):		
Total Revenue		\$59,510.00	\$ -
Total Revenue (Congregate & Home Delivered)		\$59,510.00	\$59,510.00

EXPENSES

		Total Cost	Cost Type	Congregate	Percentage of Total Cost	Home Delivered	Percentage of Total Cost
Personnel and Labor Cost (Including Fringe Benefits)	Kitchen/Nutrition Managers	\$ -		\$ -	0%	\$ -	0%
	Cooks	\$ -			0%		0%
	Meal Driver	\$ -		\$ -	0%		0%
	Kitchen Aides/ Food Service Workers	\$ 11,119.00	Management & Support	\$ 11,119.00	100%		0%
	Custodial	\$ -		\$ -	0%		0%
	Other Kitchen Workers	\$ -			0%		0%
	Maintenance or Repair Staff	\$ -			0%		0%
	Program Coordinators	\$ 11,119.00	Management & Support	\$ 11,119.00	100%		0%
	Program Dietitian/ Nutritionist	\$ -			0%		0%
	Outreach/ Volunteer Coordinators	\$ -			0%		0%
	Office Support Staff	\$ -			0%		0%
	Bookkeeper/ Business Manager	\$ -			0%		0%
	Site Managers	\$ -			0%		0%
	Center Director	\$ -			0%		0%
	Volunteer Stipends, etc.	\$ -			0%		0%
	Volunteer Recognition	\$ -			0%		0%
	Other (specify): Nutrition Education	\$ 4,600.00	Direct Meal Cost	\$ 4,600.00	100%		0%
Travel	Mileage Reimbursement	\$ -			0%		0%
	Delivery Cost	\$ -			0%	\$ -	0%
	Gas & Oil	\$ -		\$ -	0%	\$ -	0%
	Other (Specify):	\$ -			0%		0%
Vehicle Cost	Repairs	\$ -			0%	\$ -	0%
	Insurance	\$ -		\$ -	0%	\$ -	0%
	Depreciation/Lease	\$ -		\$ -	0%	\$ -	0%
	Interest	\$ -		\$ -	0%	\$ -	0%
	Tags & Licenses	\$ -		\$ -	0%	\$ -	0%
	Other (Specify):	\$ -			0%		0%
		\$ -			0%		0%
Supplies	Disposable/Paper Goods	\$ -			0%		0%
	Linens/Uniforms	\$ 400.00	Direct Meal Cost	\$ 400.00	100%	\$ -	0%
	Kitchen Supplies	\$ -		\$ -	0%	\$ -	0%
	Cleaning Supplies	\$ 750.00	Management & Support	\$ 750.00	100%	\$ -	0%
	Office Supplies	\$ 1,250.00	Management & Support	\$ 1,250.00	100%	\$ -	0%
	Printing/Publications	\$ -		\$ -	0%	\$ -	0%
	Books/Subscriptions	\$ 250.00	Management & Support	\$ 250.00	100%	\$ -	0%
	Postage	\$ 100.00	Management & Support	\$ 100.00	100%	\$ -	0%
	Other (specify)	\$ -		\$ -	0%	\$ -	0%
	Other (specify)	\$ -		\$ -	0%	\$ -	0%
		\$ -		\$ -	0%	\$ -	0%
		\$ -		\$ -	0%	\$ -	0%
Food Cost	Purchased Meal Costs (catered operation)	\$ 22,725.00	Direct Meal Cost	\$ 22,725.00	100%	\$ -	0%
	Raw Food Costs (cooking operation)	\$ -		\$ -	0%	\$ -	0%
	Freight/Shipping	\$ -		\$ -	0%	\$ -	0%
	Other (specify)	\$ -		\$ -	0%	\$ -	0%
		\$ -		\$ -	0%	\$ -	0%
Facility & Utilities	Rent/Lease	\$ -		\$ -	0%	\$ -	0%
	Depreciation	\$ -		\$ -	0%	\$ -	0%
	Real Estate Taxes	\$ -		\$ -	0%	\$ -	0%
	Utilities	\$ 2,900.00	Direct Meal Cost	\$ 2,900.00	100%	\$ -	0%
	Construction	\$ -		\$ -	0%	\$ -	0%
	Renovation	\$ -		\$ -	0%	\$ -	0%
	Security	\$ -		\$ -	0%	\$ -	0%
	Pest Control	\$ -		\$ -	0%	\$ -	0%
	Building Maintenance	\$ 1,250.00	Direct Meal Cost	\$ 1,250.00	100%	\$ -	0%
	Other (specify)	\$ -		\$ -	0%	\$ -	0%
		\$ -		\$ -	0%	\$ -	0%
		\$ -		\$ -	0%	\$ -	0%
		\$ -		\$ -	0%	\$ -	0%
Communications	Phone/Fax	\$ 600.00	Management & Support	\$ 600.00	100%	\$ -	0%
	Internet/Email	\$ -		\$ -	0%	\$ -	0%
	Marketing/ Promotion	\$ -		\$ -	0%	\$ -	0%
	Other (Specify):	\$ -		\$ -	0%	\$ -	0%
Equipment (Non-Vehicle)	Capital Equipment Purchases	\$ -			0%		0%
	Repairs/Maintenance	\$ -		\$ -	0%	\$ -	0%
	Rent/Lease of Equipment	\$ -		\$ -	0%	\$ -	0%
	Depreciation (non-vehicle)	\$ -		\$ -	0%	\$ -	0%

Provider Name:	City of Hutchins
Fiscal Year:	FY2027

Other Operating Costs	Smallwares	\$ -		\$ -	0%	\$ -	0%
	Computers/ Hardware	\$ 2,250.00	Management & Support	\$ 2,250.00	100%	\$ -	0%
	Other (Specify):	\$ -			0%		0%
	Licenses/Permits	\$ -		\$ -	0%	\$ -	0%
	Insurance (non-vehicle)	\$ -		\$ -	0%	\$ -	0%
	Taxes	\$ -		\$ -	0%	\$ -	0%
	Audit	\$ -		\$ -	0%	\$ -	0%
	Accounting	\$ -		\$ -	0%	\$ -	0%
	Indirect Costs Paid	\$ -		\$ -	0%	\$ -	0%
	Computer Software	\$ -		\$ -	0%	\$ -	0%
	Other (Specify):	\$ -		\$ -	0%	\$ -	0%
	Other (Specify):	\$ -		\$ -	0%	\$ -	0%

SUMMARY DATA						
Total Cost Per Category	Total	Congregate	Percentage of Total Cost	Home Delivered	Percentage of Total Cost	
Personnel & Labor	\$ 26,838.00	\$ 26,838.00	100%	\$ -	0%	
Travel	\$ -	\$ -	0%	\$ -	0%	
Vehicle Cost	\$ -	\$ -	0%	\$ -	0%	
Supplies	\$ 2,750.00	\$ 2,750.00	100%	\$ -	0%	
Food Cost	\$ 22,725.00	\$ 22,725.00	100%	\$ -	0%	
Facility & Utilities	\$ 4,150.00	\$ 4,150.00	100%	\$ -	0%	
Communications	\$ 600.00	\$ 600.00	100%	\$ -	0%	
Equipment (Non-Vehicle)	\$ 2,250.00	\$ 2,250.00	100%	\$ -	0%	
Other Operating Cost	\$ -	\$ -	0%	\$ -	0%	
Total Project Cost	\$ 59,313.00	\$ 59,313.00	100%	\$ -	0%	
	Total	Congregate	Percentage of Total Cost	Home Delivered	Percentage of Total Cost	
Total Direct Meal Cost	\$ 31,875.00	\$ 31,875.00	100%	\$ -	0%	
Total Management & Support Cost	\$ 27,438.00	\$ 27,438.00	100%	\$ -	0%	
		Nutrition Education	\$ 4,600.00	Projected NE units	520	
		Calculated NE Cost per unit	\$ 8.85			
Total # of Congregate Meals to be Served	4,500	Mandatory Match 10%	\$1.32	Total Cost	\$5,819.88	
Total # of Home Delivered meals to be Served		TIII Unit Rate	\$11.86	Total TIII Cost	\$52,290.74	
Total Number of Meals (Congregate & Home Delivered)	4,500	Program Income	\$1,199.38	Projected Program Income Units	91	
Cost Per Meal (Congregate Meal)	\$ 13.18	Negotiated Cost Per Meal (Congregate Meal)		\$	11.86	
Cost Per Meal (Home Delivered Meal)	#DIV/0!	Negotiated Cost Per Meal (Home Delivered Meal)				
Breakdown of meals to be served by funding source		Total Revenue	\$ 59,310.00	What we would grant.		
Program Income Proposed meals:			1,199.38			
TIII-Match Required Proposed meals:			\$2,290.74			
Local Match Funds Proposed meals:			0.00			
Total # of Meals to be served						
		Mandatory Match	5,819.88	Difference of \$3		
		Actual Grand Total	59,310.00			

Attach copies of your current Certificate of Liability Insurance

coverage of at least:

\$2,000,000 General Aggregate

\$1,000,000 Products Completed Operations Aggregate

\$500,000 per occurrence bodily injury;

With employers' liability limits of at least:

\$1,000,000 Occurrence

\$500,000 each employee occupational disease;

\$1,000,000 Personal Injury/Advertising Injury

Please list:

Community Council of Greater Dallas, 1341 W. Mockingbird Ln., Suite 1000W, Dallas, TX 75247, as Additional Insured in the additional insured box or comment section.

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

Section D, Item 1.

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK ☐ BOX OF STATEMENT THAT APPLIES

☒ JOINT AGREEMENT TO AFFIRM INDEPENDENT
RELATIONSHIP FOR CERTAIN BUILDING
AND CONSTRUCTION WORKERS

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor, and
- (B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS DECLARATION TAKES EFFECT UPON RECEIPT BY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION. THIS DECLARATION APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR DURING THE YEAR AFTER THIS DECLARATION IS FILED UNLESS A SUBSEQUENT HIRING AGREEMENT IS MADE TO WHICH THE DECLARATION DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS DECLARATION DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO WORKERS' COMPENSATION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

☐ AGREEMENT TO ESTABLISH EMPLOYER-
EMPLOYEE RELATIONSHIP FOR CERTAIN
BUILDING AND CONSTRUCTION WORKERS

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor ☐ will withhold ☐ will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: _____
TO: _____

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: _____

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier change during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

Federal Tax I.D. Number _____

Signature of Hiring Contractor _____

Date _____

Address (Street) _____

Printed Name of the Hiring Contractor _____

Address (City, State, Zip) _____

Independent Contractor's Affirmation

Federal Tax I.D. Number _____

✕ Signature of Independent Contractor _____ ✕ Date _____

✕ Address (Street) _____

✕ Printed Name of the Independent Contractor _____

✕ Address (City, State, Zip) _____

The Hiring Contractor should retain the original. Legible copies of this agreement should be filed with the hiring contractor's workers' compensation insurance carrier and the Division within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. Filing may be accomplished by mail or facsimile transmission. The Independent Contractor should also retain a copy of the agreement.

Division Date Stamp Here



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, may pursue available remedies, including suspension and/or debarment.
 2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is defined in the attachment.
 4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United State Department of Agriculture or other federal department or agency, as applicable.
- ✕ Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? YES NO
5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification in all covered subcontracts and in solicitations for covered subcontracts.
 6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily

CCGD – Dallas Area Agency on Aging
FY2027

excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these items, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of agriculture, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

X Indicate which statement applies to the covered potential contractor/grantee:

_____ The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

_____ The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

City of Hutchins

NAME OF POTENTIAL CONTRACTOR/GRANTEE:

75-6005082

VENDOR ID NO. / FEDERAL EMPLOYER'S ID NO.

Signature of Authorized Representative

Printed/Typed Name of Authorized Representative

Date

Title of Authorized Representative

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
	- -
or	
Employer identification number	
	-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

X

Sign Here Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"Authorized Purpose" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this

DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Destroy”, “Destruction”, for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

“Discover, Discovery” means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

“Legally Authorized Representative” of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

“Required by Law” means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

“Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

“Workforce” means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

- (1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.
- (2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.
- (3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.
- (4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.
- (5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.
- (6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

- (1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.
- (2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.
- (3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor

shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's

security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code, Chapter 521;
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

- (a) Disclosure is Required by Law;
- (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
 1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
 2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
 3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

- (1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.
- (2) Engage in prohibited marketing or sale of Confidential Information.
- (3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information *obtained from a federal system of records*, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing*. Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

- a. The date the Breach occurred;
- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including

Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.
- (C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.
- (D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

- (A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.
- (B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.
- (C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

HHS Data Use Agreement v.8.5 October 23, 2019

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER
HHS000874100009

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

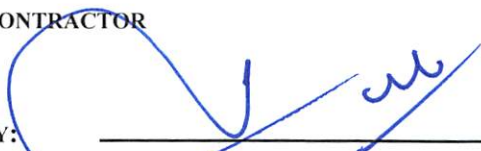
Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

- 1. Take reasonable steps to cure the violation or end the violation, as applicable;
- 2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
- 3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

BY: 
NAME: Jaffer Ali Jamal

TITLE: Interim CEO- CFO

DATE 9/15/2020

SUBCONTRACTOR

BY: _____
NAME: _____

TITLE: _____

DATE: _____



STAFF REPORT

MEETING DATE:	October 5, 2026
MEETING TYPE:	Regular Council Meeting
SUBMITTED BY:	Steve Perry (Police Chief)
AGENDA CAPTION:	[Discussion Commercial Motor Vehicle Enforcement Unit] Presented by [Steve Perry, Police Chief]

Background Information

Request for Legislative Support: Commercial Motor Vehicle Enforcement in Hutchins

Current Texas law allows local police officers to enforce state statutes, including moving and equipment violations.

However, local law enforcement agencies do not automatically have the authority or certification necessary to enforce all commercial motor vehicle safety regulations.

For example, if a Hutchins police officer stops a commercial motor vehicle within the City of Hutchins and has probable cause to believe the vehicle is unsafe and presents a danger to the traveling public, the officer may need to request assistance from another agency with the appropriate commercial motor vehicle enforcement authority. This could include the Dallas County Sheriff's Office, Texas Department of Public Safety, Dallas Police Department, or another qualifying law enforcement agency to conduct the necessary commercial vehicle safety inspection.

This presents a significant public-safety challenge for the City of Hutchins.

Hutchins has a population of approximately 8,400 residents and has experienced substantial growth in industrial, manufacturing, warehousing, and logistics activity. The city currently has approximately **25 million square feet of warehouse space**, resulting in a significant volume of commercial truck traffic through the community.

According to TxDOT data, approximately **112,000 commercial vehicles travel on I-20 through the city each day**, while approximately **105,000 commercial trucks travel on I-45 through the city each day**.

Despite this level of commercial traffic, Hutchins currently does not meet the population-related qualifications necessary under **Section 644.101 of the Texas Administrative Code** to establish a commercial motor vehicle enforcement program within the Hutchins Police Department.

The result is a gap in local enforcement capability. Hutchins police officers are often the first law enforcement personnel to encounter potentially unsafe commercial vehicles, yet the City does not have the authority, certification, or specialized training necessary to conduct the full range of commercial motor vehicle safety inspections.

Commercial motor vehicle crashes have increased in Hutchins. Crash data shows that accidents have increased by approximately **13% to 20% annually over the past five years**. Given the City's concentration of logistics and industrial activity and the volume of commercial traffic traveling through Hutchins, strengthening local commercial vehicle enforcement capability should be an important public-safety consideration.

On **September 14, 2026**, I met with **State Representative Aicha Davis** to discuss this issue, and the challenges Hutchins faces as a result of the substantial increase in commercial vehicle traffic throughout the City.

I have asked Representative Davis to support the City of Hutchins pursuing legislative change that would address the current population-based limitation and provide an opportunity for Hutchins to establish the necessary commercial motor vehicle enforcement capabilities.

With support from state and local leaders, such legislation could allow the Hutchins Police Department to obtain specialized training and certification and coordinate more directly with the Texas Department of Motor Public Safety to establish a commercial motor vehicle safety unit.

The goal is straightforward: **to give Hutchins law enforcement the tools, training, and authority necessary to address unsafe commercial motor vehicles within our community and help reduce commercial motor vehicle crashes.**

Hutchins has become a major logistics and industrial hub in North Texas. Our local enforcement capabilities should reflect the realities of the commercial traffic our residents, businesses, and roadways experience every day.

Budget Implications

If allowed this program CAP is 110% of what the program cost is to the city annually.

Personnel \$ 100,000.00

Court Personnel Cost \$ 25,000.00

Equipment \$ 150,000.00 amortized over 5 years \$ 30,000.00

Program cost annually \$ 155,000.00

Operational Impact

Safety on Hutchins and State of Texas Roadways

Legal Review

N/A

Staff Recommendation

Staff is requesting that the City Council support staff's efforts to request legislation amending Article 644.101 of the Texas Administrative Code.

Supporting Documentation and Attachments

Texas administrative code (Article 644.101)

SUBCHAPTER C. ADMINISTRATIVE ENFORCEMENT**Sec. 644.101. CERTIFICATION OF CERTAIN PEACE OFFICERS.**

(a) The department shall establish procedures, including training, for the certification of municipal police officers, sheriffs, and deputy sheriffs to enforce this chapter.

(b) A police officer of any of the following municipalities is eligible to apply for certification under this section:

(1) a municipality with a population of 50,000 or more;

(2) a municipality with a population of 25,000 or more any part of which is located in a county with a population of 500,000 or more;

(3) a municipality with a population of less than 25,000:

(A) any part of which is located in a county with a population of 3.3 million; and

(B) that contains or is adjacent to an international port;

(4) a municipality with a population of at least 34,000 that is located in a county that borders two or more states;

(5) a municipality any part of which is located in a county bordering the United Mexican States;

(6) a municipality with a population of less than 5,000 that is located:

(A) adjacent to a bay connected to the Gulf of Mexico; and

(B) in a county adjacent to a county with a population greater than 3.3 million;

(7) a municipality that is located:

(A) within 25 miles of an international port;
and

(B) in a county that does not contain a highway that is part of the national system of interstate and defense highways and is adjacent to a county with a population greater than 3.3 million;

(8) a municipality with a population of less than 8,500 that:

(A) is the county seat; and

(B) contains a highway that is part of the national system of interstate and defense highways;

(9) a municipality located in a county with a population between 60,000 and 69,000 adjacent to a bay connected to the Gulf of Mexico;

(10) a municipality with a population of more than 40,000 and less than 50,000 that is located in a county with a population of more than 285,000 and less than 300,000 that borders the Gulf of Mexico;

(11) a municipality with a population between 32,000 and 50,000 that is located entirely in a county that:

(A) has a population of less than 250,000;

(B) is adjacent to two counties that each have a population of more than 1.2 million; and

(C) contains two highways that are part of the national system of interstate and defense highways;

(12) a municipality with a population of more than 4,500 and less than 10,000 that:

(A) contains a highway that is part of the national system of interstate and defense highways; and

(B) is located in a county with a population between 175,000 and 190,000;

(13) a municipality with a population of less than 75,000 that is located in three counties, at least one of which has a population greater than 3.3 million;

(14) a municipality with a population between 13,900 and 17,000 that:

(A) contains three or more numbered United States highways; and

(B) is located in a county that is adjacent to a county with a population of more than 200,000;

(15) a municipality with a population of less than 50,000 that is located in:

(A) a county that generated \$20 million or more in tax revenue collected under Chapters 201 and 202, Tax Code, from oil and gas production during the preceding state fiscal year; or

(B) a county that is adjacent to two or more counties described by Paragraph (A);

(16) a municipality with a population of more than 2,000 that is located in a county:

(A) with a population of less than 200,000; and

(B) that borders:

(i) another state; and

(ii) the Gulf Intracoastal Waterway; or

(17) a municipality that is located:

(A) within 20 miles of an international airport; and

(B) in a county that:

(i) contains an active quarry;

(ii) has a population of more than 150,000 but less than 170,000; and

(iii) is adjacent to a county with a population of more than two million.

(c) A sheriff or a deputy sheriff of any of the following counties is eligible to apply for certification under this section:

(1) a county bordering the United Mexican States;

(2) a county with a population of less than 1,000, part of which is located within 75 miles of an international border;

(3) a county with a population of 700,000 or more;

(4) a county with a population of 400,000 or more that borders the county in which the State Capitol is located;

(5) a county with a population of less than 250,000 that:

(A) is adjacent to two counties that each have a population of more than 1.2 million; and

(B) contains two highways that are part of the national system of interstate and defense highways;

(6) a county:

(A) any part of which is within 30 miles of New Mexico; and

(B) that is adjacent to two or more counties that generated \$100 million or more in tax revenue collected under Chapters 201 and 202, Tax Code, from oil and gas production during the preceding state fiscal year;

(7) a county with a population of more than 40,000 and less than 300,000 that is adjacent to a county described by Subdivision (4); or

(8) a county with a population of more than 50,000 and less than 90,000 that is adjacent to a county with a population of more than 4,000,000.

(d) A sheriff, a deputy sheriff, or any peace officer that does not attend continuing education courses on the enforcement of traffic and highway laws and on the use of radar equipment as prescribed by Subchapter F, Chapter 1701, Occupations Code, shall not enforce traffic and highway laws.

(e) The department by rule shall establish reasonable fees sufficient to recover from a municipality or a county the cost of certifying its peace officers under this section.



STAFF REPORT

MEETING DATE:	October 5, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Blake Moore
AGENDA CAPTION:	Hold a public hearing and consider a recommendation to the City Council on Ordinance XXX repealing Chapter 10 Subdivision Regulations in its entirety and amending Chapter 10 Subdivision Regulations of the City of Hutchins.

Background Information

The City of Hutchins is undertaking a comprehensive update of its Subdivision Regulations. The project follows completion of a Diagnostic Report in April 2025 and subsequent preparation of amendments to the regulations in order to streamline the subdivision platting processes and to ensure that the City of Hutchins remains compliant with current Texas Local Government Code. The overall goal of the project is to modernize the City's development processes, improve usability, and align regulations with the City's 2024 Comprehensive Plan, and ensure compliance with current Texas law.

Throughout the review process, several recurring themes emerged from stakeholder and staff feedback. Throughout the review process, stakeholders and staff emphasized the need for clearer definitions and development standards, more streamlined approval processes and review timelines,

The proposed subdivision regulations update seeks to create a clear, modern, and user-friendly platting process while implementing the vision established in the 2024 Comprehensive Plan. The draft also aims ensure the city has appropriate processes in place in regard to development issues with vested rights of property owners and if a question of dedication of private land for public purposes has a rough proportionality to the public need

Budget Implications

N/A

Operational Impact

N/A

Legal Review

The City Attorney has reviewed the proposed Subdivision Ordinance and approved.

Staff Recommendation

Staff recommends that the City Council recommend approval of Ordinance XXX.

Supporting Documentation and Attachments

Subdivision Ordinance

CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2026-10-1235

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING CHAPTER 10 SUBDIVISION REGULATIONS OF THE CITY OF HUTCHINS CODE OF ORDINANCES REPEALING CHAPTER 10 IN ITS ENTIRETY AND REPLACING CHAPTER 10 SUBDIVISION REGULATIONS; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has conducted a public hearing on September 28, 2026, in conjunction with the proposed zoning ordinance, and has rendered a recommendation to the City Council with respect to this case; and,

WHEREAS, the City Council has conducted a public hearing on October 5, 2026, and has considered the recommendation of the Planning and Zoning Commission and has determined that the proposed change is in the best interest of the general welfare of the City of Hutchins.

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

SECTION 1

Chapter 10 Subdivision Regulations in the City of Hutchins, Texas Code of Ordinances be replaced in their entirety by Exhibit “A” attached hereto and included within this Ordinance.

SECTION 2

That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 3

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 4

All rights or remedies of the City of Hutchins, Texas, are expressly saved as to any and all violations of the city's zoning ordinance, as amended, or any other ordinance affecting zoning and land use thereto that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 5

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of

the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

The City Secretary of the City of Hutchins, Texas, is hereby directed to publish in the official newspaper of the City of Hutchins, the caption, penalty clause, publication clause, and effective date clause of this Ordinance for two (2) days as required by section 52.012 of the Texas Local Government Code.

SECTION 7

This Ordinance shall take effect from and after its date of passage and publication in accordance with law, and it is so ordained.

PASSED AND APPROVED ON THIS 5th day of OCTOBER 2026.

Mario Vasquez
Mayor, City of Hutchins

ATTEST:

Cynthia Olguin
City Secretary, City of Hutchins

EXHIBIT A
Chapter 10 Subdivision Regulations
City of Hutchins, Texas Code of Ordinances



STAFF REPORT

MEETING DATE: October 5, 2026

MEETING TYPE: Council Meeting

SUBMITTED BY: Blake Moore

AGENDA CAPTION: Discuss and consider accepting a voluntary annexation request submitted by Shoal Creek Capital Partners for approximately 12.723 acres located at 1101 S. IH-45, currently within the City of Hutchins Extraterritorial Jurisdiction.

Presented by: Chief Building Official Blake Moore

Background Information

On August 27, 2026, Wilson Bauer, representing Shoal Creek Capital Partners, submitted a written request for the voluntary annexation of approximately 12.723 acres located at 1101 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), which is part of the McNeilus Truck and Manufacturing Inc. parcels.

The applicant states that annexation is desired to bring the entire former 19.20-acre site under one municipal jurisdiction and to support separately submitted requests for Light Industrial (LI) zoning and Specific Use Permit (SUP) approvals.

The northernmost parcel contains existing improvements and an existing tenancy that will continue as-is; no change to that operation is proposed as part of this request. The current tenant is Siddons Martin emergency Group LLC. On the balance of the property, their intent is to develop a new tilt-wall industrial building with accompanying outdoor storage space. The concept plan reflects one potential development scenario and is subject to refinement through the City’s site plan, platting, and permitting processes; it is not intended to commit the project to specific building dimensions or specifications at this stage.

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 of the voluntary annexation request.

Supporting Documentation and Attachments

Shoal Creek Capital Voluntary Annexation and Zoning Request.

Zoning & SUP Request Letter

(Light Industrial with Outdoor Storage)

August 31st, 2026

City of Hutchins
City Hall
Attn: Planning & Zoning Commission
321 N. Main Street
Hutchins, Texas 75141

RE: 1101 S IH 45 (Three Parcels) – Zoning & Specific Use Permit Application

To Whom It May Concern:

We respectfully submit this request for Light Industrial (LI) zoning and the Specific Use Permits (SUPs) described herein for the subject property, consisting of three contiguous parcels totaling approximately 19.20 acres, each commonly addressed as 1101 S IH 45, Hutchins, Texas.

Project Summary

The subject property comprises approximately 19.20 acres of land with frontage along the southbound service road of Interstate 45, a strategic infill location within an established industrial corridor offering excellent access to both I-45 and I-20. The northernmost parcel contains existing improvements and an existing tenancy that will continue as-is; no change to that operation is proposed as part of this request.

On the balance of the property, our intent is to develop a new tilt-wall industrial building with accompanying outdoor storage space. An example conceptual site plan is included with this application for illustrative purposes. The concept plan reflects one potential development scenario and is subject to refinement through the City's site plan, platting, and permitting processes; it is not intended to commit the project to specific building dimensions or specifications at this stage.

The location, interstate frontage, and site characteristics are ideal for modern industrial development, and our objective is to bring a well-designed, well-maintained project that is compatible with the City's long-term land use goals while meaningfully improving the appearance, functionality, and tax base of the site.

Application Description

The three parcels that comprise the subject property are currently zoned Highway Commercial (HC), with a portion of the property located within the City's extraterritorial jurisdiction (ETJ). *As part of this request, the applicant commits to pursuing voluntary annexation of the ETJ portion into the City of Hutchins. Upon annexation, that portion will initially carry the City's default zoning, and this application accordingly serves to establish uniform Light Industrial (LI) zoning, together with the SUPs described below, across all three parcels.*

Intended Uses

Our focus is to attract high-quality industrial users to the property, including warehousing, distribution, logistics, light manufacturing, assembly and fabrication, and service-based industrial tenants, contractors, and suppliers — including users that may require outdoor storage in connection with their operations. These are the categories of users for which the Light Industrial district is intended, and the requested zoning and SUPs are designed to provide the flexibility needed to secure well-capitalized, well-maintained tenancies that operate compatibly within the surrounding industrial corridor.

Site Improvements & Commitments

Redevelopment of the property will bring comprehensive improvements, including new Class A construction, paved parking and maneuvering areas, stormwater detention, and landscaping and screening consistent with City requirements. The development team looks forward to working collaboratively with the City of Hutchins Planning and Zoning team throughout the entitlement and site plan process. These improvements will materially enhance the site's visual quality and ensure it reflects positively on the surrounding area.

Specific Use Permits (SUP)

The following SUPs are hereby requested to afford the property additional compatible uses and to effectuate successful tenancy. These are the same uses recently approved by the City on comparable Light Industrial property along the I-45 corridor, and they are believed to be reasonable and in line with the long-term land use goals of the City of Hutchins planning and zoning leadership team.

Category	Land Use	HC	LI	HI	Definitions
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.
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	

**CITY OF HUTCHINS
ORDINANCE NUMBER 2026-10-1036**

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 3.126± ACRE± TRACT OF LAND AND A 9.597± 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 3.126± acre tract of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, and a 9.597 acre± tract of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, 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 3.126± acre tract of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, and a 9.597± acre tract of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, 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 ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 5th DAY OF OCTOBER 2026.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida Jr., City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION (METES AND BOUNDS)

3.126 Acre Tract

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Southwest line of S. Interstate 45 Service Road, at the North corner of a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota Corporation, recorded in Volume 86213, Page 3136 (D.R.D.C.T.), being the East corner of herein described tract of land;

THENCE South 59 deg. 00 min. 39 sec. West, a distance of 1365.01 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Northeast line of a railroad right of way;

THENCE North 19 degrees 56 minutes 50 seconds West, a distance of 101.91 feet to a 1/2 inch red capped iron rod found stamped "Windrose" for corner at the South corner of a tract of land described in deed to AG-Trep I-45 Hutchins Property Owner, L.P., a Delaware limited partnership, recorded under Instrument No. 202200197374 (D.R.D.C.T.);

THENCE North 59 deg. 00 min. 47 sec. East, a distance of 1358.27 feet to a 1/2 inch iron rod found in the Southwest line of said S. Interstate 45 Service Road, at the East corner of a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota corporation, recorded in Volume 77251, Page 1912 (D.R.D.C.T.);

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 100.79 feet to the PLACE OF BEGINNING and containing 136,172 square feet or 3.126 acres of land.

EXHIBIT "A"
LEGAL DESCRIPTION (METES AND BOUNDS)

9.597 Acre Tract

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota Corporation, recorded in Volume 86213, Page 3136, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "5310" found for corner in the Southwest line of S. Interstate 45 Service Road, at the North corner of a tract of land described in deed to Consolidated Casting LLC, a Delaware limited liability company, recorded under Instrument No. 201800103719 (D.R.D.C.T.), being the East corner of herein described tract of land;

THENCE South 59 deg. 11 min. 52 sec. West, a distance of 1384.73 feet to a 1/2 inch iron rod found for corner in the Northeast line of a railroad right of way, at the West corner of a tract of land described in deed to Union Pacific Railroad Company, a Delaware corporation, recorded in Volume 2004244, Page 10829 (D.R.D.C.T.);

THENCE North 19 deg. 56 min. 50 sec. West, with the Northeast line of said railroad right of way a distance of 307.40 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set at the South corner of a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037 (D.R.D.C.T.);

THENCE North 59 deg. 00 min. 39 sec. East, a distance of 1365.01 feet to a 1/2 inch iron rod found in the Southwest line of said South Interstate 45 Service Road, at the East corner of said McNeilus Truck and Manufacturing, Inc. tract (Vol. 98042, Pg. 4037);

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 308.72 feet to the PLACE OF BEGINNING and containing 418,028 square feet or 9.597 acres of land.

ANNEXATION SERVICE PLAN FOR THE CITY OF HUTCHINS, TEXAS

For the territory consisting of a 3.126 acre tract of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, and a 9.597 acre tract of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, 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.

**EXHIBIT “B”
SERVICE PLAN**

Section F, Item 4.

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.

**EXHIBIT “B”
SERVICE PLAN**

Section F, Item 4.

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.



STAFF REPORT

MEETING DATE:	October 5, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Blake Moore
AGENDA CAPTION:	Discuss and consider a recommendation for a rezone request by Wilson Bauer of Shoal Creek Capital partners for a total acreage of approximately 19.20 acres on 3 tracts of land located in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, and also being part of Lot 1 and Lot 3 of the L 6 S Industrial Park, an addition to the City of Hutchins, Texas. The three tracts of land are located at 1101 S. Interstate 45. A portion of the property is located in the City of Hutchins Extra-Territorial Jurisdiction. The zoning request is to change the zoning from AG Agriculture upon annexation and from HC Highway Commercial to LI Light Industrial.

Presented by: Chief Building Official Blake Moore

Background Information

Wilson Bauer with Shoal Creek Capital Partners has submitted a rezone application for 1101 S IH 45 and 2 tracts of land that are currently in the City of Hutchins ETJ. The subject property comprises approximately 19.20 acres of land with frontage along the southbound service road of Interstate 45. The tract of land that is in the City is Zoned HC "Highway Commercial" and the 2 tracts of land in the ETJ once annexed will be Zoned AG "Agriculture". The application is to rezone all 3 tracts of land to LI "Light Industrial" to attract high-quality industrial users to the property, including warehouse, distribution, logistics, light manufacturing, assembly and fabrication, and service-based industrial tenants, contractors and suppliers including users that may require outdoor storage in connection with their operations.

Their commitment to the city is to pursue voluntary annexation of the ETJ portion into the city of Hutchins with the approval of the rezone to LI "Light Industrial" and to redevelop the property with comprehensive improvements including New Construction, paved parking and maneuvering areas, stormwater detention and meeting the landscaping and screening requirements for the City of Hutchins.

LI – LIGHT INDUSTRIAL DISTRICT.

28.1

GENERAL PURPOSE AND DESCRIPTION:

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.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

Reviewed by the City Attorney.

Staff Recommendation

Staff recommends making a motion to approve the rezone subject to the approval of the voluntary annexation.

Supporting Documentation and Attachments

Map of Tract 1, Tract 2, Tract 3

Concept Plan

Legal Description



Zoning & SUP Request Letter
(Light Industrial with Outdoor Storage)

August 31st, 2026

City of Hutchins
City Hall
Attn: Planning & Zoning Commission
321 N. Main Street
Hutchins, Texas 75141

RE: 1101 S IH 45 (Three Parcels) – Zoning & Specific Use Permit Application

To Whom It May Concern:

We respectfully submit this request for Light Industrial (LI) zoning and the Specific Use Permits (SUPs) described herein for the subject property, consisting of three contiguous parcels totaling approximately 19.20 acres, each commonly addressed as 1101 S IH 45, Hutchins, Texas.

Project Summary

The subject property comprises approximately 19.20 acres of land with frontage along the southbound service road of Interstate 45, a strategic infill location within an established industrial corridor offering excellent access to both I-45 and I-20. The northernmost parcel contains existing improvements and an existing tenancy that will continue as-is; no change to that operation is proposed as part of this request.

On the balance of the property, our intent is to develop a new tilt-wall industrial building with accompanying outdoor storage space. An example conceptual site plan is included with this application for illustrative purposes. The concept plan reflects one potential development scenario and is subject to refinement through the City's site plan, platting, and permitting processes; it is not intended to commit the project to specific building dimensions or specifications at this stage.

The location, interstate frontage, and site characteristics are ideal for modern industrial development, and our objective is to bring a well-designed, well-maintained project that is compatible with the City's long-term land use goals while meaningfully improving the appearance, functionality, and tax base of the site.

Application Description

The three parcels that comprise the subject property are currently zoned Highway Commercial (HC), with a portion of the property located within the City's extraterritorial jurisdiction (ETJ). *As part of this request, the applicant commits to pursuing voluntary annexation of the ETJ portion into the City of Hutchins. Upon annexation, that portion will initially carry the City's default zoning, and this application accordingly serves to establish uniform Light Industrial (LI) zoning, together with the SUPs described below, across all three parcels.*

Intended Uses

Our focus is to attract high-quality industrial users to the property, including warehousing, distribution, logistics, light manufacturing, assembly and fabrication, and service-based industrial tenants, contractors, and suppliers — including users that may require outdoor storage in connection with their operations. These are the categories of users for which the Light Industrial district is intended, and the requested zoning and SUPs are designed to provide the flexibility needed to secure well-capitalized, well-maintained tenancies that operate compatibly within the surrounding industrial corridor.

Site Improvements & Commitments

Redevelopment of the property will bring comprehensive improvements, including new Class A construction, paved parking and maneuvering areas, stormwater detention, and landscaping and screening consistent with City requirements. The development team looks forward to working collaboratively with the City of Hutchins Planning and Zoning team throughout the entitlement and site plan process. These improvements will materially enhance the site's visual quality and ensure it reflects positively on the surrounding area.

Specific Use Permits (SUP)

The following SUPs are hereby requested to afford the property additional compatible uses and to effectuate successful tenancy. These are the same uses recently approved by the City on comparable Light Industrial property along the I-45 corridor, and they are believed to be reasonable and in line with the long-term land use goals of the City of Hutchins planning and zoning leadership team.

Category	Land Use	HC	LI	HI	Definitions
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.
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	

Zoning Application

- ☐ General Zoning Request
☒ Standard Zoning or Rezoning
☐ Planned Development
☐ Site Plan - New or Amended
☐ Planned Development Concept Plan - New or Amended
☐ SUP

PROPERTY INFORMATION

CITY OF HUTCHINS
 321 N. Main
 Hutchins, Texas 75141
 (972) 225-6121



FILE NO: 26-14

Address/Location: 3 Lots Located at 1101 S IH 45		Existing Use: Highway Commerical
Lot(s): WILLIAM GATLIN ABST 499 PG 811 TR 37 ACS 3.127-WILLIAM GATLIN ABST 499 PG 81 1 TR 37.1 ACS 9.609L & S INDUSTRIAL PARK ACS 6.458	Block: WILLIAM GATLIN ABST 499 PG 811 TR 37 ACS 3.127-WILLIAM GATLIN ABST 499 PG 81 1 TR 37.1 ACS 9.609L & S INDUSTRIAL PARK ACS 6.458	Current Zoning: Highway Commerical + ETJ
# of Acres: 19.20	# of Lots: 3	# of Units: 1

APPLICANT INFORMATION

Name: Shoal Creek Capital Partners		Company: Shoal Creek Capital	
Mailing Address: 3800 Maple Ave STE 360			
City: Dallas	State: TX	Zip: 75219	
Phone: 512-963-3911	Fax: -	Email: wilson@shoalcreekcap.com	

OWNER INFORMATION

Name: MCNEILUS TRUCK & MFG INC		Company: MCNEILUS TRUCK & MFG INC	
Mailing Address: PO BOX 70			
City: Dodge Center	State: MN	Zip: 55927	
Phone:	Fax:	Email:	

Applications must be complete and have all supporting documents turned in no later than 2:00 pm on submittal day.

ZONING APPLICATION SUBMITTAL REQUIREMENTS

(See Fee Schedule For All Amounts)

☒ Concept Plan 24"x36", 4 copies (folded)

☒ Site Plan / Concept Plan Checklist

☒ Legal Description

☒ Letter stating reason for request

☒ CD of electronic version (pdf) of proposed plans

Fee: _____

APPLICANT AUTHORIZATION:

☐ I will represent the application myself; or

☒ I authorize Shoal Creek Capital Partners (name of applicant) to represent this application on my behalf. The named applicant shall be the principal person for responding to all requests and to attend all meetings.

McNeillus Truck and Manufacturing, Inc.

Owner's Signature: [Signature]

Date: 8/27/26

Name/Title: Lee Dreas, President

STATE OF ~~TEXAS~~ Minnesota

COUNTY OF: Waseca

BEFORE ME, a Notary Public, on this day personally appeared Lee Dreas
the above signed, who, under oath, stated the following: "I hereby certify that I am the owner or authorized corporate representative for the purposes of this application; that all information submitted herein is true and accurate."

Subscribed and sworn to before me this 27th day of August, 20 26.



[Signature]
Notary Public in and for the State of Texas mn

This application is not considered accepted by the City until the Building Official or his designee has signed below.

CITY OF HUTCHINS:

Acknowledged By: Haley Taylor Date: 8/31/2026

STATE OF TEXAS:

COUNTY OF DALLAS:

TRACT #1

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, and also being part of Lot 1 and Lot 3 of the L 6 S Industrial Park, an addition to the City of Hutchins, Texas, according to the Map thereof recorded in Volume 74167, Page 1899, Map Records, Dallas County, Texas (M.R.D.C.T.), being a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota corporation, recorded in Volume 77251, Page 1912, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set for corner in the Southwest line of S. Interstate 45 Service Road, at the Northerly East corner of a tract of land described in deed to AG-Trep I-45 Hutchins Property Owner, L.P., a Delaware limited partnership, recorded under Instrument No. 202200197374 (D.R.D.C.T.), being the North corner of herein described tract of land, from which a 1/2 inch iron rod found for reference bears South 53 deg . 16 min. 39 sec. West, a distance of 1.23 feet;

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said S. Interstate 45 Service Road a distance of 319.96 feet to a 1/2 inch iron rod found at the North corner of a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037 (D.R.D.C.T.);

THENCE South 59 deg. 00 min. 49 sec. West, a distance of 896.54 feet to a point at the Southerly East corner of said AG-Trep I-45 Hutchins Property Owner, L.P. tract;

THENCE North 19 deg. 46 min. 53 sec. West, a distance of 323.15 feet to a 1/2 inch red-capped iron rod stamped "Windrose" found at an ell corner of said AG-Trep I-45 Hutchins Property Owner, L.P. tract;

THENCE North 58 deg. 59 min. 18 sec. East, a distance of 874.32 feet to the PLACE OF BEGINNING and containing 280,835 square feet or 6.447 acres of land.

TRACT #2

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Southwest line of S. Interstate 45 Service Road, at the North corner of a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota Corporation, recorded in Volume 86213, Page 3136 (D.R.D.C.T.), being the East corner of herein described tract of land;

THENCE South 59 deg. 00 min. 39 sec. West, a distance of 1365.01 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Northeast line of a railroad right of way;

THENCE North 19 degrees 56 minutes 50 seconds West, a distance of 101.91 feet to a 1/2 inch red capped iron rod found stamped "Windrose" for corner at the South corner of a tract of land described in deed to AG-Trep I-45 Hutchins Property Owner, L.P., a Delaware limited partnership, recorded under Instrument No. 202200197374 (D.R.D.C.T.);

THENCE North 59 deg. 00 min. 47 sec. East, a distance of 1358.27 feet to a 1/2 inch iron rod found in the Southwest line of said S. Interstate 45 Service Road, at the East corner of a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota corporation, recorded in Volume 77251, Page 1912 (D.R.D.C.T.);

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 100.79 feet to the PLACE OF BEGINNING and containing 136,172 square feet or 3.126 acres of land.

TRACT #3

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota Corporation, recorded in Volume 86213, Page 3136, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "5310" found for corner in the Southwest line of S. Interstate 45 Service Road, at the North corner of a tract of land described in deed to Consolidated Casting LLC, a Delaware limited liability company, recorded under Instrument No. 201800103719 (D.R.D.C.T.), being the East corner of herein described tract of land;

THENCE South 59 deg. 11 min. 52 sec. West, a distance of 1384.73 feet to a 1/2 inch iron rod found for corner in the Northeast line of a railroad right of way, at the West corner of a tract of land described in deed to Union Pacific Railroad Company, a Delaware corporation, recorded in Volume 2004244, Page 10829 (D.R.D.C.T.);

THENCE North 19 deg. 56 min. 50 sec. West, with the Northeast line of said railroad right of way a distance of 307.40 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set at the South corner of a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037 (D.R.D.C.T.);

THENCE North 59 deg. 00 min. 39 sec. East, a distance of 1365.01 feet to a 1/2 inch iron rod found in the Southwest line of said South Interstate 45 Service Road, at the East corner of said McNeilus Truck and Manufacturing, Inc. tract (Vol. 98042, Pg. 4037);

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 308.72 feet to the PLACE OF BEGINNING and containing 418,028 square feet or 9.597 acres of land.

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090
This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at 1101 S. INTERSTATE 45 SERVICE ROAD, in the City of HUTCHINS, DALLAS County, Texas.
STATE OF TEXAS.
COUNTY OF DALLAS:

TRACT #1

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, and also being part of Lot 1 and Lot 3 of the L 6 S Industrial Park, an addition to the City of Hutchins, Texas, according to the Map thereof recorded in Volume 74167, Page 1899, Map Records, Dallas County, Texas (M.R.D.C.T.), being a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota corporation, recorded in Volume 77251, Page 1912, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set for corner in the Southwest line of S. Interstate 45 Service Road, at the Northerly East corner of a tract of land described in deed to AG-Trep I-45 Hutchins Property Owner, L.P., a Delaware limited partnership, recorded under Instrument No. 202200197374 (D.R.D.C.T.), being the North corner of herein described tract of land, from which a 1/2 inch iron rod found for reference bears South 53 deg. 16 min. 39 sec. West, a distance of 1.23 feet;

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said S. Interstate 45 Service Road a distance of 319.96 feet to a 1/2 inch iron rod found at the North corner of a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037 (D.R.D.C.T.);

THENCE South 59 deg. 00 min. 49 sec. West, a distance of 896.54 feet to a point at the Southerly East corner of said AG-Trep I-45 Hutchins Property Owner, L.P. tract;

THENCE North 19 deg. 46 min. 53 sec. West, a distance of 323.15 feet to a 1/2 inch red-capped iron rod stamped "Windrose" found at an ell corner of said AG-Trep I-45 Hutchins Property Owner, L.P. tract;

THENCE North 58 deg. 59 min. 18 sec. East, a distance of 874.32 feet to the PLACE OF BEGINNING and containing 280,835 square feet or 6.447 acres of land.

TRACT #2

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Southwest line of S. Interstate 45 Service Road, at the North corner of a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota Corporation, recorded in Volume 86213, Page 3136 (D.R.D.C.T.), being the East corner of herein described tract of land;

THENCE South 59 deg. 00 min. 39 sec. West, a distance of 1365.01 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Northeast line of a railroad right of way;

THENCE North 19 degrees 56 minutes 50 seconds West, a distance of 101.91 feet to a 1/2 inch red capped iron rod found stamped "Windrose" for corner at the South corner of a tract of land described in deed to AG-Trep I-45 Hutchins Property Owner, L.P., a Delaware limited partnership, recorded under Instrument No. 202200197374 (D.R.D.C.T.);

THENCE North 59 deg. 00 min. 47 sec. East, a distance of 1358.27 feet to a 1/2 inch iron rod found in the Southwest line of said S. Interstate 45 Service Road, at the East corner of a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota corporation, recorded in Volume 77251, Page 1912 (D.R.D.C.T.);

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 100.79 feet to the PLACE OF BEGINNING and containing 136,172 square feet or 3.126 acres of land.

TRACT #3

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota Corporation, recorded in Volume 86213, Page 3136, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

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THENCE South 59 deg. 11 min. 52 sec. West, a distance of 1384.73 feet to a 1/2 inch iron rod found for corner in the Northeast line of a railroad right of way, at the West corner of a tract of land described in deed to Union Pacific Railroad Company, a Delaware corporation, recorded in Volume 2004244, Page 10829 (D.R.D.C.T.);

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THENCE North 59 deg. 00 min. 39 sec. East, a distance of 1365.01 feet to a 1/2 inch iron rod found in the Southwest line of said South Interstate 45 Service Road, at the East corner of said McNeilus Truck and Manufacturing, Inc. tract (Vol. 98042, Pg. 4037);

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 308.72 feet to the PLACE OF BEGINNING and containing 418,028 square feet or 9.597 acres of land.

NOTES:

There is direct Access to the subject property via SOUTH INTERSTATE 45 SERVICE ROAD (300' public R.O.W.)

There was no observable evidence of an encroachment over and across subject property.

There was no observable evidence of site use as a solid waste dump, sump or sanitary landfill.

There was no observable evidence of site use as a cemetery or burial ground.

No known evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

This map or plat and the survey on which it is based were made in accordance with laws regulating surveying in the State of Texas.

No known proposed changes in street right of way lines, no known information is made available to the surveyor by the controlling jurisdiction. No known evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

No known plannable officials (i.e., apparent) easements or servitudes disclosed in documents provided to or obtained by the surveyor as a part of the survey pursuant to Sections 5 and 6 (and applicable selected Table A thereof (Optional Survey Responsibilities and Specifications)) unless otherwise shown.

Party walls not observed.
Professional liability insurance policy obtained by the surveyor in the minimum amount of \$1,000,000 to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.

The accompanying survey was made on the ground and correctly shows the location of all buildings, structures and other improvements situated on the above premises; that there are no visible encroachments on the subject property or upon the land abutting said property except as shown hereon.

Except as shown, all visible utilities serving the subject property enter through adjoining public street(s) and/or recorded public utility easement(s).

TRACT #1: Total square feet 152,362 or 3.498 acres of land

TRACT #2: Total square feet 126,965 or 2.915 acres of land

TRACT #3: Total square feet 108,265 or 2.486 acres of land

(COMBINED AREA=387,622 or 8.899 acres of land)

TRACT #1: 133 regular parking spaces and 8 handicap parking spaces

TRACT #2: 105 regular parking spaces and 6 handicap parking spaces

TRACT #3: 98 regular parking spaces and 5 handicap parking spaces

(COMBINED PARKING=332 regular spaces and 19 handicap spaces)

EASEMENTS:

10b. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: IF sanitary sewer easement

Affects: as shown

Recording No.: Volume 74167, Page 1899, Map Records, Dallas County, Texas, (UNABLE TO PLOT)

10c. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Texas Power & Light Company

Purpose: As provided in said document

Recording Date: July 3, 1948

Recording No.: Volume 3801, Page 95, Deed Records, Dallas County, Texas.

Affects: as therein described (UNABLE TO PLOT)

10d. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Texas Power & Light Company

Purpose: As provided in said document

Recording Date: January 14, 1949

Recording No.: Volume 3881, Page 488, Deed Records, Dallas County, Texas.

Affects: as therein described (BLANKET IN NATURE)

10e. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: American Telephone and Telegraph Co.

Purpose: As provided in said document

Recording Date: May 1, 1950

Recording No.: Volume 3301, Page 399, Deed Records, Dallas County, Texas.

Affects: as therein described (BLANKET IN NATURE)

SURVEYORS CERTIFICATION

To: Fidelity National Title Insurance Company; McNeilus Truck and Manufacturing, Inc., a Minnesota corporation.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2026 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items A: 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(a), 13, 14, 16, 17, 18, 19, 20 and 21 of Table A thereof. The fieldwork was completed on August 17, 2026.

ACCEPTED BY: _____

LEGEND

WOOD FENCE --- IRON FENCE ---

BOUNDARY LINE --- EASEMENT ---

1/2" YELLOW-CAPPED IRON ROD SET

STAMPED "BURNS SURVEYING"

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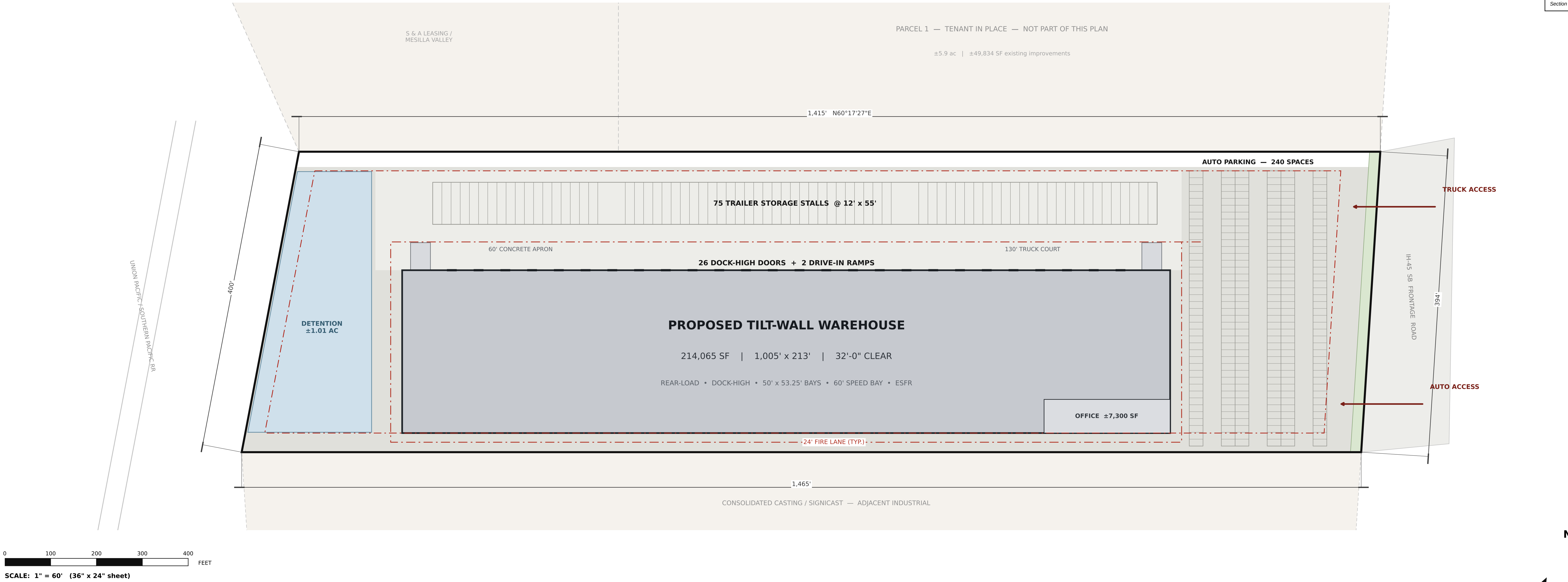
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SITE DATA — TILT-WALL DISTRIBUTION

Gross site area (southern 2 parcels)	±12.99 ac / 565,920 SF
Building area	214,065 SF
Building footprint	1,005' x 213'
Building coverage	37.8% (HC 50% / LI 65% max)
Clear height	32'-0" (±42' to parapet)
Office	±7,300 SF at east end
Dock-high doors	26 @ 9' x 10'
Drive-in ramps	2
Truck court	130' (60' apron + 55' trailer + 15')
Trailer storage stalls	75 @ 12' x 55'
Doors per 1,000 SF	0.12
Auto parking required (1 / 1,000 SF)	215 spaces
Auto parking shown	240 spaces
Loading spaces req'd (Sec. 33.10)	4 @ 10' x 60' — met by docks
Detention shown	±1.01 ac
Estimated impervious	±80%
Fire lane	24' continuous loop

ZONING & CODE BASIS

Jurisdiction	City of Hutchins
Existing zoning	HC — Highway Commercial
City limits	part of assemblage shown unincorporated
Recommended entitlement	PD district, LI base (Sec. 30)
PD minimum acreage	1 acre (Sec. 30.3D)
HC front / side / rear yard	30' / 25' / 25'
LI front / side / rear yard	50' / 25' / 25'
Yards adjacent to any street	treated as front yard
HC / LI max lot coverage	50% / 65%
HC / LI max height	8 stories / 3 stories or 45'
Masonry, HC & LI	80%; painted or fluted tilt-wall qualifies
Fire lane	24' min (Sec. 33.9)
Parking stall	9' x 20', or 9' x 18' w/ 2' overhang
Landscape buffer at thoroughfare	10' (Sec. 34.6B)
Street yard landscaped	15% min (Sec. 34.6A)
Open storage screen	6' min, not visible from street (36.2E)
Storage over 8' tall	SUP required (Sec. 36.2F.4)
Barbed wire	prohibited (Sec. 36.3F)

ENTITLEMENT PATH

- Survey the boundary and confirm exactly where the city-limit line falls; petition for voluntary annexation of any part of the site that is unincorporated.
- Rezone HC → PD district with a Light Industrial base (Sec. 30). PD minimum is 1 acre.
- Concept Plan: P&Z public hearing and recommendation, then City Council ordinance.
- Detailed Site Plan within one year of Concept Plan approval (Sec. 30.4A.2.a, Sec. 12).
- Replat the parcels into a single lot; dedicate any required easements.
- TxDOT driveway permit for access to the IH-45 southbound frontage road.
- Civil engineering, drainage and detention design under Chapter 10 and City standards.

PD DEVIATIONS TO REQUEST

- HEIGHT. LI and HI cap building height at 3 stories or 45' (Sec. 28.3A.1). A 32' clear building runs ±42' to parapet — it fits, but 36'-40' clear does not. Ask for 55'.
- PARKING. Sec. 33.5A.49 requires 1 space per 1,000 SF → 215 spaces for this building, roughly 3x what a bulk distribution tenant uses. Ask for 0.4 / 1,000 plus trailer stalls.
- DOCK ORIENTATION. Sec. 33.10B bars loading docks facing or visible from a public street in every district except HI, and requires a 10' masonry screen wall where exposed. The east end of the truck court is visible from the frontage road. Screen it, or use an HI base.
- FRONT SETBACK. LI requires 50' where HC requires 30'. Fix the frontage setback in the PD.

LEGEND

	Property line
	Building setback — LI basis (50' front / 25' side & rear)
	Proposed building
	Concrete truck court / trailer storage
	Auto parking / drives
	Detention
	Landscape buffer (10', Sec. 34.6B)
	24' fire lane

CONCEPTUAL SITE PLAN

OPTION A — TILT-WALL DISTRIBUTION

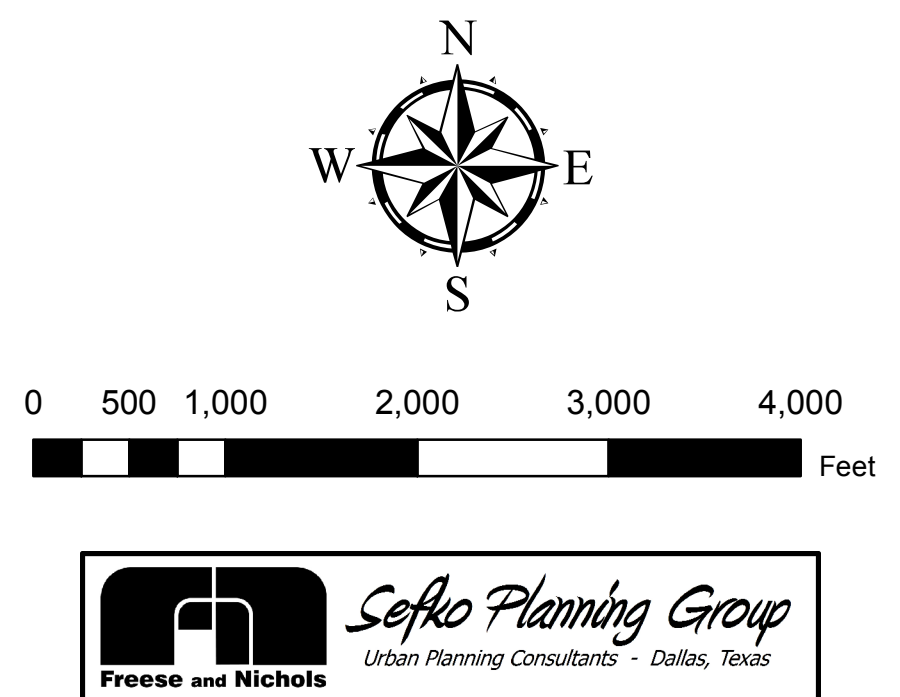
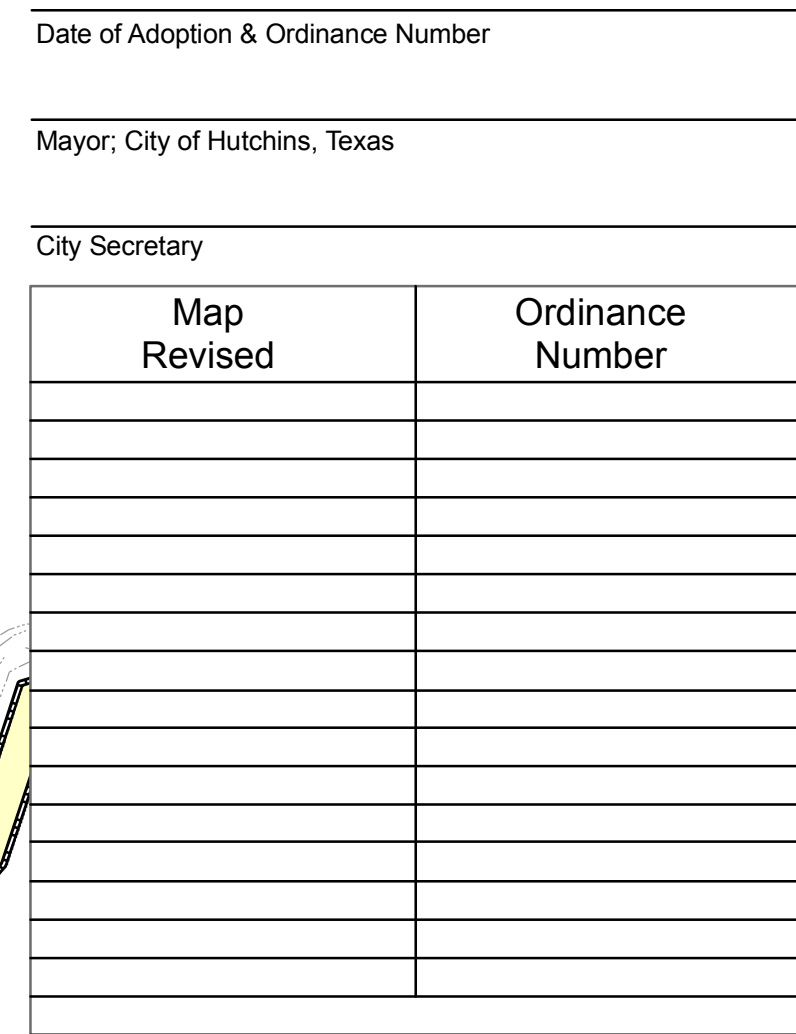
1101 S. INTERSTATE 45
HUTCHINS, DALLAS COUNTY, TEXAS
SOUTHERN TWO PARCELS — ±13.0 ACRES

PREPARED FOR: GTC INTERESTS
DATE: 18 AUGUST 2026 SHEET 1 OF 2

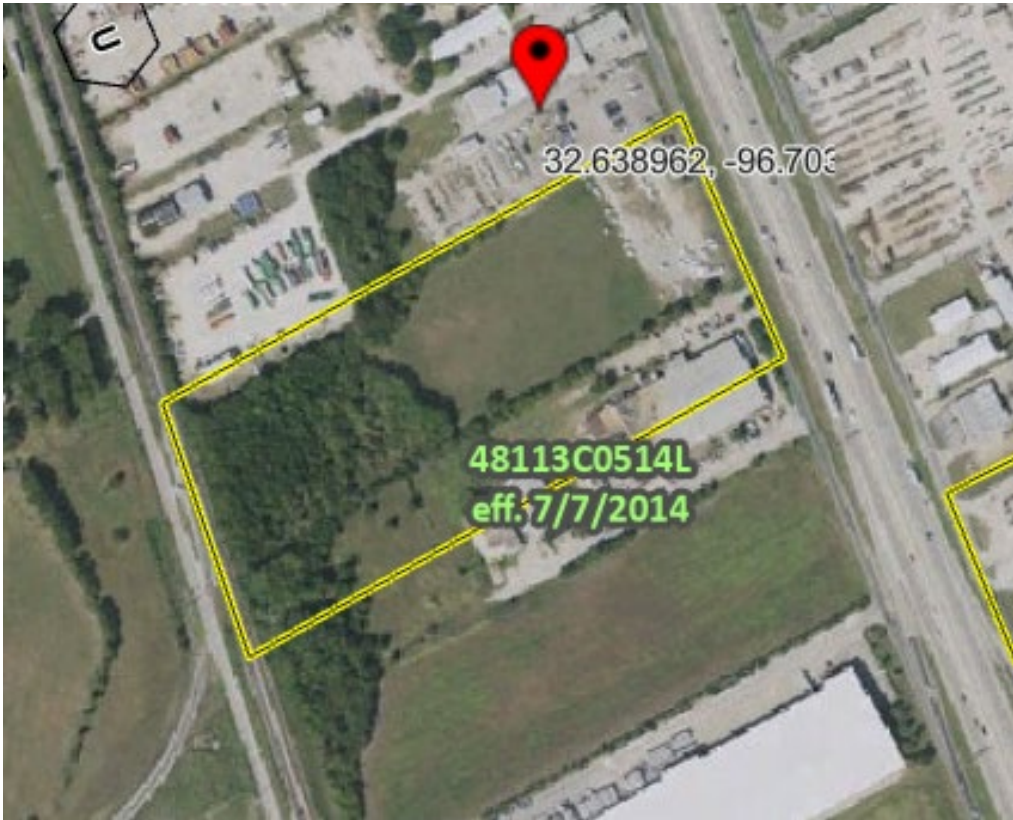
NOT FOR CONSTRUCTION — CONCEPT ONLY

Aerial Photo





Flood Map



Parcels Map



Zoning & SUP Request Letter
(Light Industrial with Outdoor Storage)

August 31st, 2026

City of Hutchins
City Hall
Attn: Planning & Zoning Commission
321 N. Main Street
Hutchins, Texas 75141

RE: 1101 S IH 45 (Three Parcels) – Zoning & Specific Use Permit Application

To Whom It May Concern:

We respectfully submit this request for Light Industrial (LI) zoning and the Specific Use Permits (SUPs) described herein for the subject property, consisting of three contiguous parcels totaling approximately 19.20 acres, each commonly addressed as 1101 S IH 45, Hutchins, Texas.

Project Summary

The subject property comprises approximately 19.20 acres of land with frontage along the southbound service road of Interstate 45, a strategic infill location within an established industrial corridor offering excellent access to both I-45 and I-20. The northernmost parcel contains existing improvements and an existing tenancy that will continue as-is; no change to that operation is proposed as part of this request.

On the balance of the property, our intent is to develop a new tilt-wall industrial building with accompanying outdoor storage space. An example conceptual site plan is included with this application for illustrative purposes. The concept plan reflects one potential development scenario and is subject to refinement through the City's site plan, platting, and permitting processes; it is not intended to commit the project to specific building dimensions or specifications at this stage.

The location, interstate frontage, and site characteristics are ideal for modern industrial development, and our objective is to bring a well-designed, well-maintained project that is compatible with the City's long-term land use goals while meaningfully improving the appearance, functionality, and tax base of the site.

Application Description

The three parcels that comprise the subject property are currently zoned Highway Commercial (HC), with a portion of the property located within the City's extraterritorial jurisdiction (ETJ). *As part of this request, the applicant commits to pursuing voluntary annexation of the ETJ portion into the City of Hutchins. Upon annexation, that portion will initially carry the City's default zoning, and this application accordingly serves to establish uniform Light Industrial (LI) zoning, together with the SUPs described below, across all three parcels.*

Intended Uses

Our focus is to attract high-quality industrial users to the property, including warehousing, distribution, logistics, light manufacturing, assembly and fabrication, and service-based industrial tenants, contractors, and suppliers — including users that may require outdoor storage in connection with their operations. These are the categories of users for which the Light Industrial district is intended, and the requested zoning and SUPs are designed to provide the flexibility needed to secure well-capitalized, well-maintained tenancies that operate compatibly within the surrounding industrial corridor.

Site Improvements & Commitments

Redevelopment of the property will bring comprehensive improvements, including new Class A construction, paved parking and maneuvering areas, stormwater detention, and landscaping and screening consistent with City requirements. The development team looks forward to working collaboratively with the City of Hutchins Planning and Zoning team throughout the entitlement and site plan process. These improvements will materially enhance the site's visual quality and ensure it reflects positively on the surrounding area.

Specific Use Permits (SUP)

The following SUPs are hereby requested to afford the property additional compatible uses and to effectuate successful tenancy. These are the same uses recently approved by the City on comparable Light Industrial property along the I-45 corridor, and they are believed to be reasonable and in line with the long-term land use goals of the City of Hutchins planning and zoning leadership team.

Category	Land Use	HC	LI	HI	Definitions
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.
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	

Category	Land Use	HC	LI	HI	Definitions
Industrial & Related Uses	Low Risk Industrial Manufacturing Wholly Enclosed Within a Building		S	P	

Conclusion

This request respects the City's policy direction and positions an underutilized, interstate-fronting property for **high-quality industrial redevelopment** with improved site aesthetics.

We believe the proposed request is **reasonable, context-sensitive, and in the City's best interest**, and we welcome continued dialogue with staff and the Commission to address any questions or conditions.

Thank you for your time and consideration.

Respectfully submitted,

Wilson Bauer
Shoal Creek Capital Partners
3800 Maple Ave., Suite 360
Dallas, TX 75219
Ph: 512-963-3911
Email: wilson@shoalcreekcap.com

**CITY OF HUTCHINS
ORDINANCE NO. 2026-10-1037**

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) AND ALLOWING SPECIFIC USE PERMITS WITHOUT SPECIAL CONDITIONS ON THREE (3) TRACTS OF LAND CONSISTING OF 19.17± ACRES WITH TRACT 1 BEING A 6.447 ACRE TRACT OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF LOT 1 AND LOT 3, L 6 S INDUSTRIAL PARK, AN ADDITION TO THE CITY OF HUTCHINS, DALLAS COUNTY, TEXAS, TRACT 2 BEING 3.126 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS, AND TRACT 3 BEING 9.597 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS; 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 Highway Commercial District (HC) and Agricultural District (A) to Light Industrial District (LI), on three (3) tracts of land consisting of 19.17± acres with Tract 1 being a 6.447 acre tract of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, and being part of Lot 1 and Lot 3, L 6 S Industrial Park, an addition to the City of Hutchins, Dallas County, Texas (“Tract 1”) currently zoned Highway Commercial District (HC), Tract 2 being 3.126 acres of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas (“Tract 2”), currently zoned Agricultural District (A), and Tract 3 being 9.597 acres of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas

(“Tract 3”), currently zoned Agricultural District (A) each tract of land being more particularly described in Exhibit “A,” attached hereto and incorporated herein (Tract 1, Tract 2, and Tract 3 collectively, the “Property”), and by granting a Specific Use Permit (“SUP”) for the Property, without special conditions, for the uses set forth in Section 2 of this Ordinance.

SECTION 2. That the Property shall be developed and used in accordance with the development regulations as established under the Zoning Ordinance for Light Industrial District (“LI”) and shall be granted an SUP, without special conditions, for the following uses:

- (a) *Motor Freight Company/Terminal;*
- (b) *Heavy Machinery Sales/Storage;*
- (c) *Truck Sales & Storage;*
- (d) *Low Risk Industrial Manufacturing Not Wholly Enclosed Within a Building; and*
- (e) *Low Risk Industrial Manufacturing Wholly Enclosed Within a Building.*

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 5th DAY OF OCTOBER 2026.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida Jr., City Attorney

EXHIBIT "A"
PROPERTY DESCRIPTION

Tract 1 - 6.447 acres

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, and also being part of Lot 1 and Lot 3 of the L 6 S Industrial Park, an addition to the City of Hutchins, Texas, according to the Map thereof recorded in Volume 74167, Page 1899, Map Records, Dallas County, Texas (M.R.D.C.T.), being a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota corporation, recorded in Volume 77251, Page 1912, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set for corner in the Southwest line of S. Interstate 45 Service Road, at the Northerly East corner of a tract of land described in deed to AG-Trep I-45 Hutchins Property Owner, L.P., a Delaware limited partnership, recorded under Instrument No. 202200197374 (D.R.D.C.T.), being the North corner of herein described tract of land, from which a 1/2 inch iron rod found for reference bears South 53 deg. 16 min. 39 sec. West, a distance of 1.23 feet;

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said S. Interstate 45 Service Road a distance of 319.96 feet to a 1/2 inch iron rod found at the North corner of a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037 (D.R.D.C.T.);

THENCE South 59 deg. 00 min. 49 sec. West, a distance of 896.54 feet to a point at the Southerly East corner of said AG-Trep I-45 Hutchins Property Owner, L.P. tract;

THENCE North 19 deg. 46 min. 53 sec. West, a distance of 323.15 feet to a 1/2 inch red-capped iron rod stamped "Windrose" found at an ell corner of said AG-Trep I-45 Hutchins Property Owner, L.P. tract;

THENCE North 58 deg. 59 min. 18 sec. East, a distance of 874.32 feet to the PLACE OF BEGINNING and containing 280,835 square feet or 6.447 acres of land.

EXHIBIT "A"
PROPERTY DESCRIPTION

Section F, Item 5.

Tract 2 - 3.126 acres

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Southwest line of S. Interstate 45 Service Road, at the North corner of a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota Corporation, recorded in Volume 86213, Page 3136 (D.R.D.C.T.), being the East corner of herein described tract of land;

THENCE South 59 deg. 00 min. 39 sec. West, a distance of 1365.01 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Northeast line of a railroad right of way;

THENCE North 19 degrees 56 minutes 50 seconds West, a distance of 101.91 feet to a 1/2 inch red capped iron rod found stamped "Windrose" for corner at the South corner of a tract of land described in deed to AG-Trep I-45 Hutchins Property Owner, L.P., a Delaware limited partnership, recorded under Instrument No. 202200197374 (D.R.D.C.T.);

THENCE North 59 deg. 00 min. 47 sec. East, a distance of 1358.27 feet to a 1/2 inch iron rod found in the Southwest line of said S. Interstate 45 Service Road, at the East corner of a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota corporation, recorded in Volume 77251, Page 1912 (D.R.D.C.T.);

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 100.79 feet to the PLACE OF BEGINNING and containing 136,172 square feet or 3.126 acres of land.

EXHIBIT "A"
PROPERTY DESCRIPTION

Section F, Item 5.

Tract 3 - 9.597 acres

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota Corporation, recorded in Volume 86213, Page 3136, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "5310" found for corner in the Southwest line of S. Interstate 45 Service Road, at the North corner of a tract of land described in deed to Consolidated Casting LLC, a Delaware limited liability company, recorded under Instrument No. 201800103719 (D.R.D.C.T.), being the East corner of herein described tract of land;

THENCE South 59 deg. 11 min. 52 sec. West, a distance of 1384.73 feet to a 1/2 inch iron rod found for corner in the Northeast line of a railroad right of way, at the West corner of a tract of land described in deed to Union Pacific Railroad Company, a Delaware corporation, recorded in Volume 2004244, Page 10829 (D.R.D.C.T.);

THENCE North 19 deg. 56 min. 50 sec. West, with the Northeast line of said railroad right of way a distance of 307.40 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set at the South corner of a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037 (D.R.D.C.T.);

THENCE North 59 deg. 00 min. 39 sec. East, a distance of 1365.01 feet to a 1/2 inch iron rod found in the Southwest line of said South Interstate 45 Service Road, at the East corner of said McNeilus Truck and Manufacturing, Inc. tract (Vol. 98042, Pg. 4037);

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 308.72 feet to the PLACE OF BEGINNING and containing 418,028 square feet or 9.597 acres of land.



STAFF REPORT

MEETING DATE:	October 5, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Blake Moore
AGENDA CAPTION:	Discuss and consider a recommendation for a rezone request by Wilson Bauer of Shoal Creek Capital partners for a total acreage of approximately 19.20 acres on 3 tracts of land located in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, and also being part of Lot 1 and Lot 3 of the L 6 S Industrial Park, an addition to the City of Hutchins, Texas. The three tracts of land are located at 1101 S. Interstate 45. A portion of the property is located in the City of Hutchins Extra-Territorial Jurisdiction. The zoning request is to change the zoning from AG Agriculture upon annexation and from HC Highway Commercial to LI Light Industrial.

Presented by: Chief Building Official Blake Moore

Background Information

Wilson Bauer with Shoal Creek Capital Partners has submitted a rezone application for 1101 S IH 45 and 2 tracts of land that are currently in the City of Hutchins ETJ. The subject property comprises approximately 19.20 acres of land with frontage along the southbound service road of Interstate 45. The tract of land that is in the City is Zoned HC "Highway Commercial" and the 2 tracts of land in the ETJ once annexed will be Zoned AG "Agriculture". The application is to rezone all 3 tracts of land to LI "Light Industrial" to attract high-quality industrial users to the property, including warehouse, distribution, logistics, light manufacturing, assembly and fabrication, and service-based industrial tenants, contractors and suppliers including users that may require outdoor storage in connection with their operations.

Their commitment to the city is to pursue voluntary annexation of the ETJ portion into the city of Hutchins with the approval of the rezone to LI "Light Industrial" and to redevelop the property with comprehensive improvements including New Construction, paved parking and maneuvering areas, stormwater detention and meeting the landscaping and screening requirements for the City of Hutchins.

LI – LIGHT INDUSTRIAL DISTRICT.

28.1

GENERAL PURPOSE AND DESCRIPTION:

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.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

Reviewed by the City Attorney.

Staff Recommendation

Staff recommends making a motion to approve the rezone subject to the approval of the voluntary annexation.

Supporting Documentation and Attachments

Map of Tract 1, Tract 2, Tract 3

Concept Plan

Legal Description





STAFF REPORT

MEETING DATE:	October 5, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Blake Moore
AGENDA CAPTION:	Discuss and consider a recommendation for a SUP request by Wilson Bauer of Shoal Creek Capital partners for a total acreage of approximately 19.20 acres on 3 tracts of land located in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, and also being part of Lot 1 and Lot 3 of the L 6 S Industrial Park, an addition to the City of Hutchins, Texas. The three tracts of land are located at 1101 S. Interstate 45. A portion of the property is located in the City of Hutchins Extra-Territorial Jurisdiction. The SUP request is to allow the uses "Motor Freight Company/Terminal", "Heavy Machinery Sales/Storage", "Truck Sales & Storage", and "Low Risk Industrial Manufacturing Not Wholly Enclosed Within a Building" in the Light Industrial District.

Presented by: Chief Building Official Blake Moore

Background Information

Wilson Bauer representing Shoal Creek Capital Partners is requesting a Specific Use Permit (SUP) for future tenants at 1101 S IH 45 on 3 tracts of land. The SUPs granted will provide the flexibility needed to secure well-capitalized, well- maintained tenancies that operate compatibly within the surrounding industrial corridor.

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 placing all the uses under one SUP.

Specific Use Permits (SUP)s

The Following SUPs are hereby requested to afford the property additional compatible uses to effectively attract future tenancy successfully.

Category	Land Use	HC	LI	HI	Definitions
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.
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	

Budget Implications

N/A

Operational Impact

N/A

Legal Review

Review By the City Attorney

Staff Recommendation

Staff recommends making a motion to approve the SUP subject to the approval of the voluntary annexation.

Supporting Documentation and Attachments

Map of Tract 1, Tract 2, Tract 3

Concept Plan
Legal Description



Zoning & SUP Request Letter
(Light Industrial with Outdoor Storage)

August 31st, 2026

City of Hutchins
City Hall
Attn: Planning & Zoning Commission
321 N. Main Street
Hutchins, Texas 75141

RE: 1101 S IH 45 (Three Parcels) – Zoning & Specific Use Permit Application

To Whom It May Concern:

We respectfully submit this request for Light Industrial (LI) zoning and the Specific Use Permits (SUPs) described herein for the subject property, consisting of three contiguous parcels totaling approximately 19.20 acres, each commonly addressed as 1101 S IH 45, Hutchins, Texas.

Project Summary

The subject property comprises approximately 19.20 acres of land with frontage along the southbound service road of Interstate 45, a strategic infill location within an established industrial corridor offering excellent access to both I-45 and I-20. The northernmost parcel contains existing improvements and an existing tenancy that will continue as-is; no change to that operation is proposed as part of this request.

On the balance of the property, our intent is to develop a new tilt-wall industrial building with accompanying outdoor storage space. An example conceptual site plan is included with this application for illustrative purposes. The concept plan reflects one potential development scenario and is subject to refinement through the City's site plan, platting, and permitting processes; it is not intended to commit the project to specific building dimensions or specifications at this stage.

The location, interstate frontage, and site characteristics are ideal for modern industrial development, and our objective is to bring a well-designed, well-maintained project that is compatible with the City's long-term land use goals while meaningfully improving the appearance, functionality, and tax base of the site.

Application Description

The three parcels that comprise the subject property are currently zoned Highway Commercial (HC), with a portion of the property located within the City's extraterritorial jurisdiction (ETJ). *As part of this request, the applicant commits to pursuing voluntary annexation of the ETJ portion into the City of Hutchins. Upon annexation, that portion will initially carry the City's default zoning, and this application accordingly serves to establish uniform Light Industrial (LI) zoning, together with the SUPs described below, across all three parcels.*

Intended Uses

Our focus is to attract high-quality industrial users to the property, including warehousing, distribution, logistics, light manufacturing, assembly and fabrication, and service-based industrial tenants, contractors, and suppliers — including users that may require outdoor storage in connection with their operations. These are the categories of users for which the Light Industrial district is intended, and the requested zoning and SUPs are designed to provide the flexibility needed to secure well-capitalized, well-maintained tenancies that operate compatibly within the surrounding industrial corridor.

Site Improvements & Commitments

Redevelopment of the property will bring comprehensive improvements, including new Class A construction, paved parking and maneuvering areas, stormwater detention, and landscaping and screening consistent with City requirements. The development team looks forward to working collaboratively with the City of Hutchins Planning and Zoning team throughout the entitlement and site plan process. These improvements will materially enhance the site's visual quality and ensure it reflects positively on the surrounding area.

Specific Use Permits (SUP)

The following SUPs are hereby requested to afford the property additional compatible uses and to effectuate successful tenancy. These are the same uses recently approved by the City on comparable Light Industrial property along the I-45 corridor, and they are believed to be reasonable and in line with the long-term land use goals of the City of Hutchins planning and zoning leadership team.

Category	Land Use	HC	LI	HI	Definitions
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.
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	

Zoning Application

- ☐ General Zoning Request
☒ Standard Zoning or Rezoning
☐ Planned Development
☐ Site Plan - New or Amended
☐ Planned Development Concept Plan - New or Amended
☐ SUP

PROPERTY INFORMATION

CITY OF HUTCHINS
 321 N. Main
 Hutchins, Texas 75141
 (972) 225-6121



FILE NO: 26-14

Address/Location: 3 Lots Located at 1101 S IH 45		Existing Use: Highway Commerical
Lot(s): WILLIAM GATLIN ABST 499 PG 811 TR 37 ACS 3.127-WILLIAM GATLIN ABST 499 PG 81 1 TR 37.1 ACS 9.609L & S INDUSTRIAL PARK ACS 6.458	Block: WILLIAM GATLIN ABST 499 PG 811 TR 37 ACS 3.127-WILLIAM GATLIN ABST 499 PG 81 1 TR 37.1 ACS 9.609L & S INDUSTRIAL PARK ACS 6.458	Current Zoning: Highway Commerical + ETJ
# of Acres: 19.20	# of Lots: 3	# of Units: 1

APPLICANT INFORMATION

Name: Shoal Creek Capital Partners		Company: Shoal Creek Capital	
Mailing Address: 3800 Maple Ave STE 360			
City: Dallas	State: TX	Zip: 75219	
Phone: 512-963-3911	Fax: -	Email: wilson@shoalcreekcap.com	

OWNER INFORMATION

Name: MCNEILUS TRUCK & MFG INC		Company: MCNEILUS TRUCK & MFG INC	
Mailing Address: PO BOX 70			
City: Dodge Center	State: MN	Zip: 55927	
Phone:	Fax:	Email:	

Applications must be complete and have all supporting documents turned in no later than 2:00 pm on submittal day.

ZONING APPLICATION SUBMITTAL REQUIREMENTS

(See Fee Schedule For All Amounts)

- ☒ Concept Plan 24"x36", 4 copies (folded)
☒ Site Plan / Concept Plan Checklist
☒ Legal Description
☒ Letter stating reason for request
- ☒ CD of electronic version (pdf) of proposed plans
- Fee: _____

APPLICANT AUTHORIZATION:

☐ I will represent the application myself; or

☒ I authorize Shoal Creek Capital Partners (name of applicant) to represent this application on my behalf. The named applicant shall be the principal person for responding to all requests and to attend all meetings.

McNeillus Truck and Manufacturing, Inc.

Owner's Signature: [Signature]

Date: 8/27/26

Name/Title: Lee Dreas, President

STATE OF ~~TEXAS~~ Minnesota

COUNTY OF: Waseca

BEFORE ME, a Notary Public, on this day personally appeared Lee Dreas
the above signed, who, under oath, stated the following: "I hereby certify that I am the owner or authorized corporate representative for the purposes of this application; that all information submitted herein is true and accurate."

Subscribed and sworn to before me this 27th day of August, 20 26.



[Signature]
Notary Public in and for the State of Texas mn

This application is not considered accepted by the City until the Building Official or his designee has signed below.

CITY OF HUTCHINS:

Acknowledged By: [Signature]

Date: 8/31/2026

STATE OF TEXAS:

COUNTY OF DALLAS:

TRACT #1

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, and also being part of Lot 1 and Lot 3 of the L 6 S Industrial Park, an addition to the City of Hutchins, Texas, according to the Map thereof recorded in Volume 74167, Page 1899, Map Records, Dallas County, Texas (M.R.D.C.T.), being a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota corporation, recorded in Volume 77251, Page 1912, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set for corner in the Southwest line of S. Interstate 45 Service Road, at the Northerly East corner of a tract of land described in deed to AG-Trep I-45 Hutchins Property Owner, L.P., a Delaware limited partnership, recorded under Instrument No. 202200197374 (D.R.D.C.T.), being the North corner of herein described tract of land, from which a 1/2 inch iron rod found for reference bears South 53 deg . 16 min. 39 sec. West, a distance of 1.23 feet;

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said S. Interstate 45 Service Road a distance of 319.96 feet to a 1/2 inch iron rod found at the North corner of a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037 (D.R.D.C.T.);

THENCE South 59 deg. 00 min. 49 sec. West, a distance of 896.54 feet to a point at the Southerly East corner of said AG-Trep I-45 Hutchins Property Owner, L.P. tract;

THENCE North 19 deg. 46 min. 53 sec. West, a distance of 323.15 feet to a 1/2 inch red-capped iron rod stamped "Windrose" found at an ell corner of said AG-Trep I-45 Hutchins Property Owner, L.P. tract;

THENCE North 58 deg. 59 min. 18 sec. East, a distance of 874.32 feet to the PLACE OF BEGINNING and containing 280,835 square feet or 6.447 acres of land.

TRACT #2

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Southwest line of S. Interstate 45 Service Road, at the North corner of a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota Corporation, recorded in Volume 86213, Page 3136 (D.R.D.C.T.), being the East corner of herein described tract of land;

THENCE South 59 deg. 00 min. 39 sec. West, a distance of 1365.01 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Northeast line of a railroad right of way;

THENCE North 19 degrees 56 minutes 50 seconds West, a distance of 101.91 feet to a 1/2 inch red capped iron rod found stamped "Windrose" for corner at the South corner of a tract of land described in deed to AG-Trep I-45 Hutchins Property Owner, L.P., a Delaware limited partnership, recorded under Instrument No. 202200197374 (D.R.D.C.T.);

THENCE North 59 deg. 00 min. 47 sec. East, a distance of 1358.27 feet to a 1/2 inch iron rod found in the Southwest line of said S. Interstate 45 Service Road, at the East corner of a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota corporation, recorded in Volume 77251, Page 1912 (D.R.D.C.T.);

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 100.79 feet to the PLACE OF BEGINNING and containing 136,172 square feet or 3.126 acres of land.

TRACT #3

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota Corporation, recorded in Volume 86213, Page 3136, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "5310" found for corner in the Southwest line of S. Interstate 45 Service Road, at the North corner of a tract of land described in deed to Consolidated Casting LLC, a Delaware limited liability company, recorded under Instrument No. 201800103719 (D.R.D.C.T.), being the East corner of herein described tract of land;

THENCE South 59 deg. 11 min. 52 sec. West, a distance of 1384.73 feet to a 1/2 inch iron rod found for corner in the Northeast line of a railroad right of way, at the West corner of a tract of land described in deed to Union Pacific Railroad Company, a Delaware corporation, recorded in Volume 2004244, Page 10829 (D.R.D.C.T.);

THENCE North 19 deg. 56 min. 50 sec. West, with the Northeast line of said railroad right of way a distance of 307.40 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set at the South corner of a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037 (D.R.D.C.T.);

THENCE North 59 deg. 00 min. 39 sec. East, a distance of 1365.01 feet to a 1/2 inch iron rod found in the Southwest line of said South Interstate 45 Service Road, at the East corner of said McNeilus Truck and Manufacturing, Inc. tract (Vol. 98042, Pg. 4037);

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 308.72 feet to the PLACE OF BEGINNING and containing 418,028 square feet or 9.597 acres of land.

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090
This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at 1101 S. INTERSTATE 45 SERVICE ROAD, in the City of HUTCHINS, DALLAS County, Texas.
STATE OF TEXAS.
COUNTY OF DALLAS:

TRACT #1

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, and also being part of Lot 1 and Lot 3 of the L 6 S Industrial Park, an addition to the City of Hutchins, Texas, according to the Map thereof recorded in Volume 74167, Page 1899, Map Records, Dallas County, Texas (M.R.D.C.T.), being a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota corporation, recorded in Volume 77251, Page 1912, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set for corner in the Southwest line of S. Interstate 45 Service Road, at the Northerly East corner of a tract of land described in deed to AG-Trep I-45 Hutchins Property Owner, L.P., a Delaware limited partnership, recorded under Instrument No. 202200197374 (D.R.D.C.T.), being the North corner of herein described tract of land, from which a 1/2 inch iron rod found for reference bears South 53 deg. 16 min. 39 sec. West, a distance of 1.23 feet;

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said S. Interstate 45 Service Road a distance of 319.96 feet to a 1/2 inch iron rod found at the North corner of a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037 (D.R.D.C.T.);

THENCE South 59 deg. 00 min. 49 sec. West, a distance of 896.54 feet to a point at the Southerly East corner of said AG-Trep I-45 Hutchins Property Owner, L.P. tract;

THENCE North 19 deg. 46 min. 53 sec. West, a distance of 323.15 feet to a 1/2 inch red-capped iron rod stamped "Windrose" found at an ell corner of said AG-Trep I-45 Hutchins Property Owner, L.P. tract;

THENCE North 58 deg. 59 min. 18 sec. East, a distance of 874.32 feet to the PLACE OF BEGINNING and containing 280,835 square feet or 6.447 acres of land.

TRACT #2

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Southwest line of S. Interstate 45 Service Road, at the North corner of a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota Corporation, recorded in Volume 86213, Page 3136 (D.R.D.C.T.), being the East corner of herein described tract of land;

THENCE South 59 deg. 00 min. 39 sec. West, a distance of 1365.01 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Northeast line of a railroad right of way;

THENCE North 19 degrees 56 minutes 50 seconds West, a distance of 101.91 feet to a 1/2 inch red capped iron rod found stamped "Windrose" for corner at the South corner of a tract of land described in deed to AG-Trep I-45 Hutchins Property Owner, L.P., a Delaware limited partnership, recorded under Instrument No. 202200197374 (D.R.D.C.T.);

THENCE North 59 deg. 00 min. 47 sec. East, a distance of 1358.27 feet to a 1/2 inch iron rod found in the Southwest line of said S. Interstate 45 Service Road, at the East corner of a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota corporation, recorded in Volume 77251, Page 1912 (D.R.D.C.T.);

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 100.79 feet to the PLACE OF BEGINNING and containing 136,172 square feet or 3.126 acres of land.

TRACT #3

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota Corporation, recorded in Volume 86213, Page 3136, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "5310" found for corner in the Southwest line of S. Interstate 45 Service Road, at the North corner of a tract of land described in deed to Consolidated Casting LLC, a Delaware limited liability company, recorded under Instrument No. 201800103719 (D.R.D.C.T.), being the East corner of herein described tract of land;

THENCE South 59 deg. 11 min. 52 sec. West, a distance of 1384.73 feet to a 1/2 inch iron rod found for corner in the Northeast line of a railroad right of way, at the West corner of a tract of land described in deed to Union Pacific Railroad Company, a Delaware corporation, recorded in Volume 2004244, Page 10829 (D.R.D.C.T.);

THENCE North 19 deg. 56 min. 50 sec. West, with the Northeast line of said railroad right of way a distance of 307.40 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set at the South corner of a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037 (D.R.D.C.T.);

THENCE North 59 deg. 00 min. 39 sec. East, a distance of 1365.01 feet to a 1/2 inch iron rod found in the Southwest line of said South Interstate 45 Service Road, at the East corner of said McNeilus Truck and Manufacturing, Inc. tract (Vol. 98042, Pg. 4037);

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 308.72 feet to the PLACE OF BEGINNING and containing 418,028 square feet or 9.597 acres of land.

NOTES:

There is direct Access to the subject property via SOUTH INTERSTATE 45 SERVICE ROAD (300' public R.O.W.)

There was no observable evidence of an encroachment over and across subject property.

There was no observable evidence of site use as a solid waste dump, sump or sanitary landfill.

There was no observable evidence of site use as a cemetery or burial ground.

No known evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

This map or plat and the survey on which it is based were made in accordance with laws regulating surveying in the State of Texas.

No known proposed changes in street right of way lines, no known information is made available to the surveyor by the controlling jurisdiction. No known evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

No known plannable officials (i.e., apparent) easements or servitudes disclosed in documents provided to or obtained by the surveyor as a part of the survey pursuant to Sections 5 and 6 (and applicable selected Table A thereof (Optional Survey Responsibilities and Specifications)) unless otherwise shown.

Party walls not observed.

Professional liability insurance policy obtained by the surveyor in the minimum amount of \$1,000,000 to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.

The accompanying survey was made on the ground and correctly shows the location of all buildings, structures and other improvements situated on the above premises; that there are no visible encroachments on the subject property or upon the land abutting said property except as shown hereon.

Except as shown, all visible utilities serving the subject property enter through adjoining public street(s) and/or recorded public utility easement(s).

TRACT #1: Total square feet 152,362 or 3.498 acres of land

TRACT #2: Total square feet 126,985 or 2.915 acres of land

TRACT #3: Total square feet 108,265 or 2.486 acres of land

(COMBINED AREA=387,622 or 8.899 acres of land)

TRACT #1: 133 regular parking spaces and 8 handicap parking spaces

TRACT #2: 105 regular parking spaces and 6 handicap parking spaces

TRACT #3: 98 regular parking spaces and 5 handicap parking spaces

(COMBINED PARKING=332 regular spaces and 19 handicap spaces)

EASEMENTS:

10b. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: 10' sanitary sewer easement

Affects: as shown

Recording No.: Volume 74167, Page 1899, Map Records, Dallas County, Texas, (UNABLE TO PLOT)

10c. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Texas Power & Light Company

Purpose: As provided in said document

Recording Date: July 3, 1948

Recording No.: Volume 3801, Page 95, Deed Records, Dallas County, Texas.

Affects: as therein described (UNABLE TO PLOT)

10d. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Texas Power & Light Company

Purpose: As provided in said document

Recording Date: January 14, 1949

Recording No.: Volume 3881, Page 488, Deed Records, Dallas County, Texas.

Affects: as therein described (BLANKET IN NATURE)

10e. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: American Telephone and Telegraph Co.

Purpose: As provided in said document

Recording Date: May 1, 1950

Recording No.: Volume 3301, Page 399, Deed Records, Dallas County, Texas.

Affects: as therein described (BLANKET IN NATURE)

SURVEYORS CERTIFICATION

To: Fidelity National Title Insurance Company; McNeilus Truck and Manufacturing, Inc., a Minnesota corporation.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2026 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items A: 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(a), 13, 14, 16, 17, 18, 19, 20 and 21 of Table A thereof. The fieldwork was completed on August 17, 2026.

Drawn by: BM

Scale: 1" = 100'

Date: 08-17-2026

G. F. No.: 782601841

Job no.: 202608742

THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR CBE 2100

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDER SIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

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THENCE South 59 deg. 00 min. 39 sec. West, a distance of 1365.01 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Northeast line of a railroad right of way;

THENCE North 19 degrees 56 minutes 50 seconds West, a distance of 101.91 feet to a 1/2 inch red capped iron rod found stamped "Windrose" for corner at the South corner of a tract of land described in deed to AG-Trep I-45 Hutchins Property Owner, L.P., a Delaware limited partnership, recorded under Instrument No. 202200197374 (D.R.D.C.T.);

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THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 100.79 feet to the PLACE OF BEGINNING and containing 136,172 square feet or 3.126 acres of land.

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NOTES:

There is direct Access to the subject property via SOUTH INTERSTATE 45 SERVICE ROAD (300' public R.O.W.)

There was no observable evidence of an encroachment over and across subject property.

There was no observable evidence of site use as a solid waste dump, sump or sanitary landfill.

There was no observable evidence of site use as a cemetery or burial ground.

No known evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

This map or plat and the survey on which it is based were made in accordance with laws regulating surveying in the State of Texas.

No known proposed changes in street right of way lines, no known information is made available to the surveyor by the controlling jurisdiction. No known evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

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Party walls not observed.

Professional liability insurance policy obtained by the surveyor in the minimum amount of \$1,000,000 to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.

The accompanying survey was made on the ground and correctly shows the location of all buildings, structures and other improvements situated on the above premises; that there are no visible encroachments on the subject property or upon the land abutting said property except as shown hereon.

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TRACT #2: Total square feet 126,985 or 2.915 acres of land

TRACT #3: Total square feet 108,265 or 2.486 acres of land

(COMBINED AREA=387,622 or 8.899 acres of land)

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(COMBINED PARKING=332 regular spaces and 19 handicap spaces)

EASEMENTS:

10b. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: 10' sanitary sewer easement

Affects: as shown

Recording No.: Volume 74167, Page 1899, Map Records, Dallas County, Texas, (UNABLE TO PLOT)

10c. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Texas Power & Light Company

Purpose: As provided in said document

Recording Date: July 3, 1948

Recording No.: Volume 3801, Page 95, Deed Records, Dallas County, Texas.

Affects: as therein described (UNABLE TO PLOT)

10d. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Texas Power & Light Company

Purpose: As provided in said document

Recording Date: January 14, 1949

Recording No.: Volume 3881, Page 488, Deed Records, Dallas County, Texas.

Affects: as therein described (BLANKET IN NATURE)

10e. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: American Telephone and Telegraph Co.

Purpose: As provided in said document

Recording Date: May 1, 1950

Recording No.: Volume 3301, Page 399, Deed Records, Dallas County, Texas.

Affects: as therein described (BLANKET IN NATURE)

SURVEYORS CERTIFICATION

To: Fidelity National Title Insurance Company; McNeilus Truck and Manufacturing, Inc., a Minnesota corporation.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2026 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items A: 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(a), 13, 14, 16, 17, 18, 19, 20 and 21 of Table A thereof. The fieldwork was completed on August 17, 2026.

Drawn by: BM

Scale: 1" = 100'

Date: 08-17-2026

G. F. No.: 782601841

Job no.: 202608742

THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR CBE 2100

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NOTES:

There is direct Access to the subject property via SOUTH INTERSTATE 45 SERVICE ROAD (300' public R.O.W.)

There was no observable evidence of an encroachment over and across subject property.

There was no observable evidence of site use as a solid waste dump, sump or sanitary landfill.

There was no observable evidence of site use as a cemetery or burial ground.

No known evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

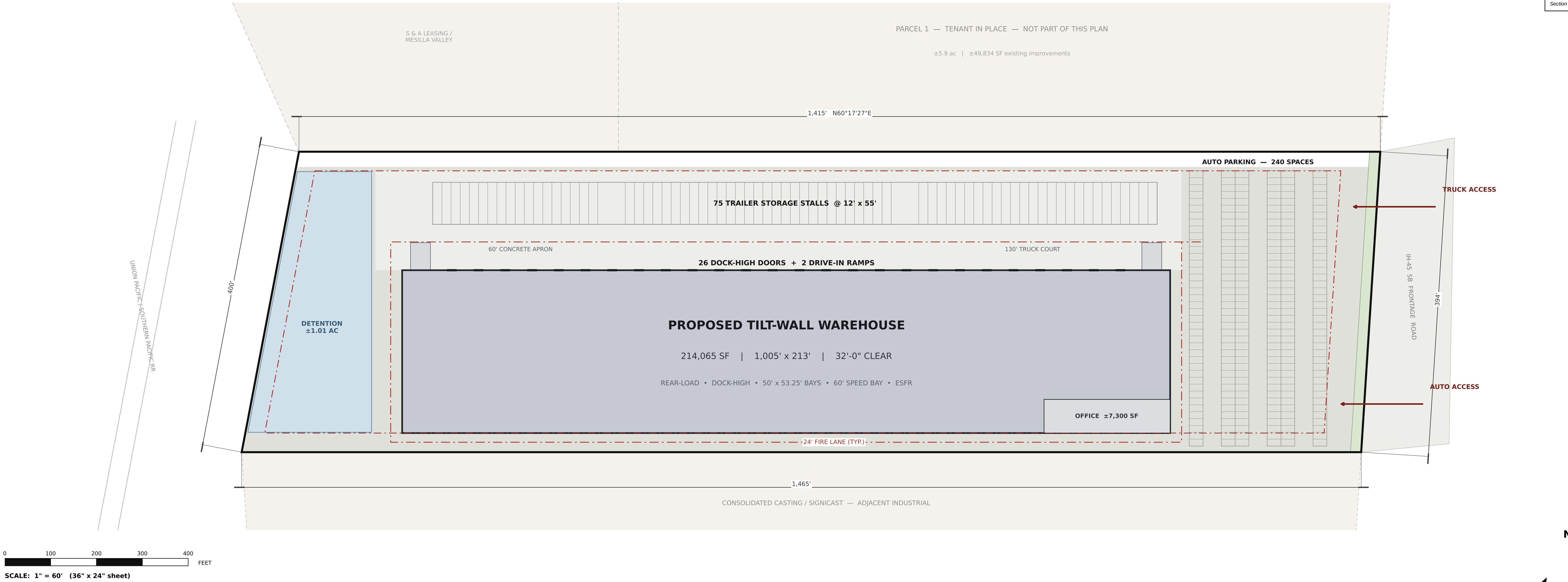
This map or plat and the survey on which it is based were made in accordance with laws regulating surveying in the State of Texas.

No known proposed changes in street right of way lines, no known information is made available to the surveyor by the controlling jurisdiction. No known evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

No known plannable officials (i.e., apparent) easements or servitudes disclosed in documents provided to or obtained by the surveyor as a part of the survey pursuant to Sections 5 and 6 (and applicable selected Table A thereof (Optional Survey Responsibilities and Specifications)) unless otherwise shown.

Party walls not observed.

Professional liability insurance policy obtained by the surveyor in the minimum amount of \$1,000,000



SITE DATA — TILT-WALL DISTRIBUTION

Gross site area (southern 2 parcels)	±12.99 ac / 565,920 SF
Building area	214,065 SF
Building footprint	1,005' x 213'
Building coverage	37.8% (HC 50% / LI 65% max)
Clear height	32'-0" (±42' to parapet)
Office	±7,300 SF at east end
Dock-high doors	26 @ 9' x 10'
Drive-in ramps	2
Truck court	130' (60' apron + 55' trailer + 15')
Trailer storage stalls	75 @ 12' x 55'
Doors per 1,000 SF	0.12
Auto parking required (1 / 1,000 SF)	215 spaces
Auto parking shown	240 spaces
Loading spaces req'd (Sec. 33.10)	4 @ 10' x 60' — met by docks
Detention shown	±1.01 ac
Estimated impervious	±80%
Fire lane	24' continuous loop

ZONING & CODE BASIS

Jurisdiction	City of Hutchins
Existing zoning	HC — Highway Commercial
City limits	part of assemblage shown unincorporated
Recommended entitlement	PD district, LI base (Sec. 30)
PD minimum acreage	1 acre (Sec. 30.3D)
HC front / side / rear yard	30' / 25' / 25'
LI front / side / rear yard	50' / 25' / 25'
Yards adjacent to any street	treated as front yard
HC / LI max lot coverage	50% / 65%
HC / LI max height	8 stories / 3 stories or 45'
Masonry, HC & LI	80%; painted or fluted tilt-wall qualifies
Fire lane	24' min (Sec. 33.9)
Parking stall	9' x 20', or 9' x 18' w/ 2' overhang
Landscape buffer at thoroughfare	10' (Sec. 34.6B)
Street yard landscaped	15% min (Sec. 34.6A)
Open storage screen	6' min, not visible from street (36.2E)
Storage over 8' tall	SUP required (Sec. 36.2F.4)
Barbed wire	prohibited (Sec. 36.3F)

ENTITLEMENT PATH

- Survey the boundary and confirm exactly where the city-limit line falls; petition for voluntary annexation of any part of the site that is unincorporated.
- Rezone HC → PD district with a Light Industrial base (Sec. 30). PD minimum is 1 acre.
- Concept Plan: P&Z public hearing and recommendation, then City Council ordinance.
- Detailed Site Plan within one year of Concept Plan approval (Sec. 30.4A.2.a, Sec. 12).
- Replat the parcels into a single lot; dedicate any required easements.
- TxDOT driveway permit for access to the IH-45 southbound frontage road.
- Civil engineering, drainage and detention design under Chapter 10 and City standards.

PD DEVIATIONS TO REQUEST

- HEIGHT. LI and HI cap building height at 3 stories or 45' (Sec. 28.3A.1). A 32' clear building runs ±42' to parapet — it fits, but 36'-40' clear does not. Ask for 55'.
- PARKING. Sec. 33.5A.49 requires 1 space per 1,000 SF — 215 spaces for this building, roughly 3x what a bulk distribution tenant uses. Ask for 0.4 / 1,000 plus trailer stalls.
- DOCK ORIENTATION. Sec. 33.10B bars loading docks facing or visible from a public street in every district except HI, and requires a 10' masonry screen wall where exposed. The east end of the truck court is visible from the frontage road. Screen it, or use an HI base.
- FRONT SETBACK. LI requires 50' where HC requires 30'. Fix the frontage setback in the PD.

LEGEND

- Property line
- Building setback — LI basis (50' front / 25' side & rear)
- Proposed building
- Concrete truck court / trailer storage
- Auto parking / drives
- Detention
- Landscape buffer (10', Sec. 34.6B)
- 24' fire lane

CONCEPTUAL SITE PLAN

OPTION A — TILT-WALL DISTRIBUTION

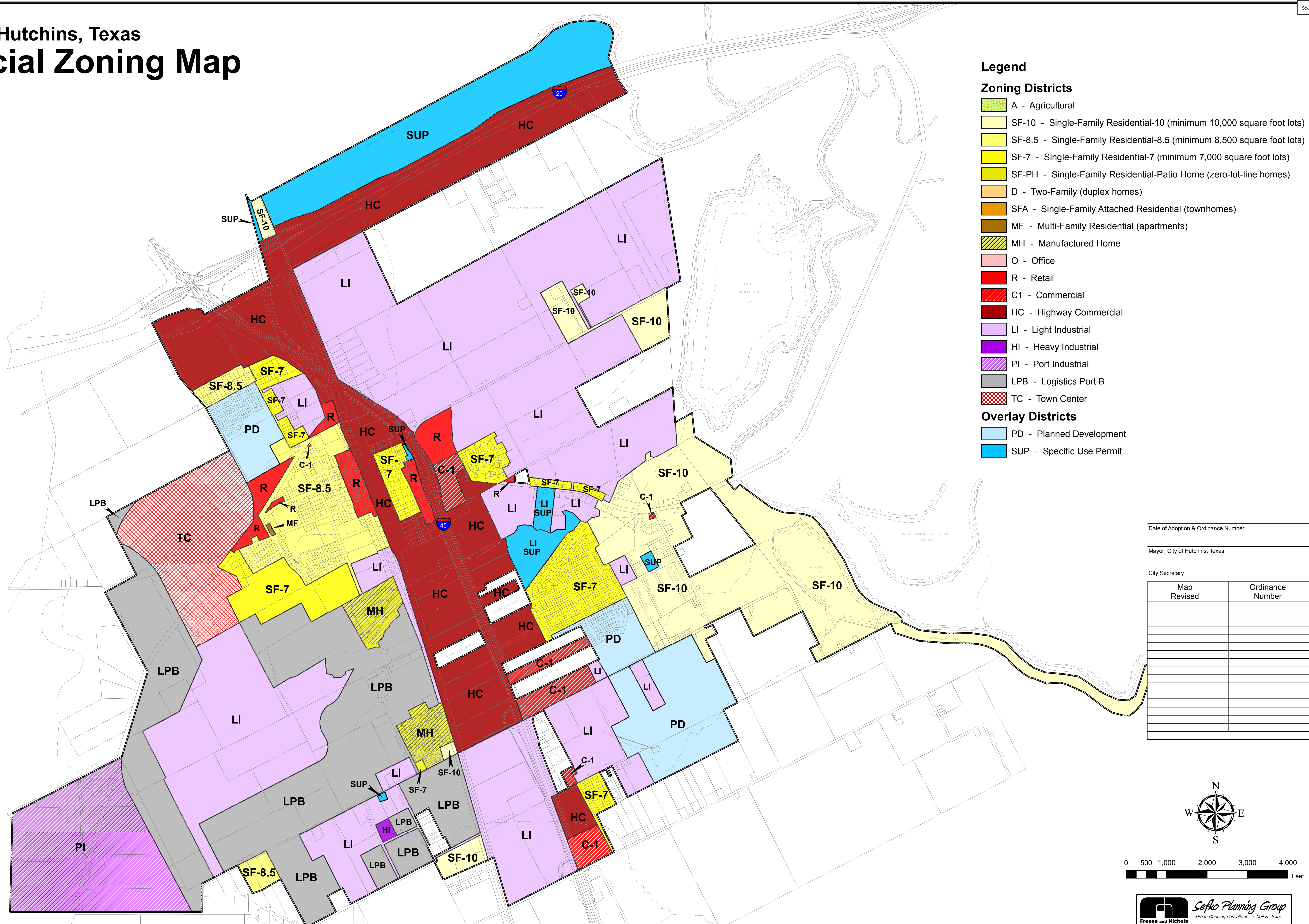
1101 S. INTERSTATE 45
HUTCHINS, DALLAS COUNTY, TEXAS
SOUTHERN TWO PARCELS — ±13.0 ACRES

PREPARED FOR: GTC INTERESTS
DATE: 18 AUGUST 2026 SHEET 1 OF 2

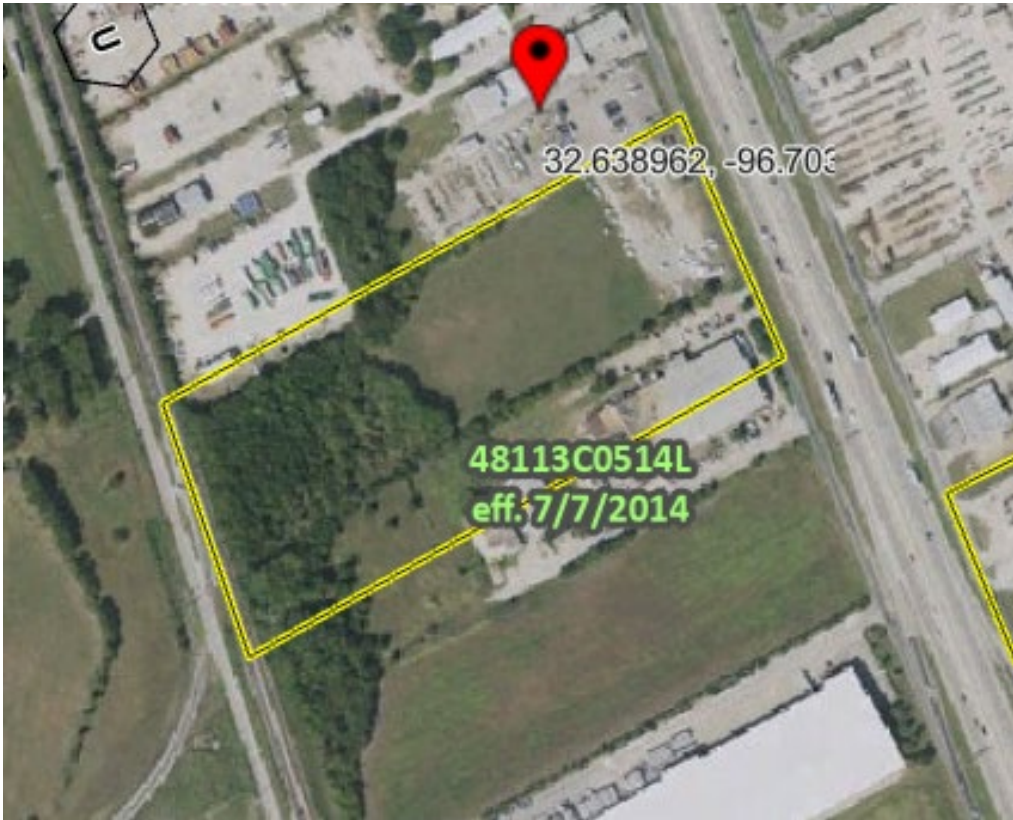
NOT FOR CONSTRUCTION — CONCEPT ONLY

Aerial Photo





Flood Map



Parcels Map



Zoning & SUP Request Letter
(Light Industrial with Outdoor Storage)

August 31st, 2026

City of Hutchins
City Hall
Attn: Planning & Zoning Commission
321 N. Main Street
Hutchins, Texas 75141

RE: 1101 S IH 45 (Three Parcels) – Zoning & Specific Use Permit Application

To Whom It May Concern:

We respectfully submit this request for Light Industrial (LI) zoning and the Specific Use Permits (SUPs) described herein for the subject property, consisting of three contiguous parcels totaling approximately 19.20 acres, each commonly addressed as 1101 S IH 45, Hutchins, Texas.

Project Summary

The subject property comprises approximately 19.20 acres of land with frontage along the southbound service road of Interstate 45, a strategic infill location within an established industrial corridor offering excellent access to both I-45 and I-20. The northernmost parcel contains existing improvements and an existing tenancy that will continue as-is; no change to that operation is proposed as part of this request.

On the balance of the property, our intent is to develop a new tilt-wall industrial building with accompanying outdoor storage space. An example conceptual site plan is included with this application for illustrative purposes. The concept plan reflects one potential development scenario and is subject to refinement through the City's site plan, platting, and permitting processes; it is not intended to commit the project to specific building dimensions or specifications at this stage.

The location, interstate frontage, and site characteristics are ideal for modern industrial development, and our objective is to bring a well-designed, well-maintained project that is compatible with the City's long-term land use goals while meaningfully improving the appearance, functionality, and tax base of the site.

Application Description

The three parcels that comprise the subject property are currently zoned Highway Commercial (HC), with a portion of the property located within the City's extraterritorial jurisdiction (ETJ). *As part of this request, the applicant commits to pursuing voluntary annexation of the ETJ portion into the City of Hutchins. Upon annexation, that portion will initially carry the City's default zoning, and this application accordingly serves to establish uniform Light Industrial (LI) zoning, together with the SUPs described below, across all three parcels.*

Intended Uses

Our focus is to attract high-quality industrial users to the property, including warehousing, distribution, logistics, light manufacturing, assembly and fabrication, and service-based industrial tenants, contractors, and suppliers — including users that may require outdoor storage in connection with their operations. These are the categories of users for which the Light Industrial district is intended, and the requested zoning and SUPs are designed to provide the flexibility needed to secure well-capitalized, well-maintained tenancies that operate compatibly within the surrounding industrial corridor.

Site Improvements & Commitments

Redevelopment of the property will bring comprehensive improvements, including new Class A construction, paved parking and maneuvering areas, stormwater detention, and landscaping and screening consistent with City requirements. The development team looks forward to working collaboratively with the City of Hutchins Planning and Zoning team throughout the entitlement and site plan process. These improvements will materially enhance the site's visual quality and ensure it reflects positively on the surrounding area.

Specific Use Permits (SUP)

The following SUPs are hereby requested to afford the property additional compatible uses and to effectuate successful tenancy. These are the same uses recently approved by the City on comparable Light Industrial property along the I-45 corridor, and they are believed to be reasonable and in line with the long-term land use goals of the City of Hutchins planning and zoning leadership team.

Category	Land Use	HC	LI	HI	Definitions
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.
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	

Category	Land Use	HC	LI	HI	Definitions
Industrial & Related Uses	Low Risk Industrial Manufacturing Wholly Enclosed Within a Building		S	P	

Conclusion

This request respects the City's policy direction and positions an underutilized, interstate-fronting property for **high-quality industrial redevelopment** with improved site aesthetics.

We believe the proposed request is **reasonable, context-sensitive, and in the City's best interest**, and we welcome continued dialogue with staff and the Commission to address any questions or conditions.

Thank you for your time and consideration.

Respectfully submitted,

Wilson Bauer
Shoal Creek Capital Partners
3800 Maple Ave., Suite 360
Dallas, TX 75219
Ph: 512-963-3911
Email: wilson@shoalcreekcap.com

**CITY OF HUTCHINS
ORDINANCE NO. 2026-10-1037**

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) AND ALLOWING SPECIFIC USE PERMITS WITHOUT SPECIAL CONDITIONS ON THREE (3) TRACTS OF LAND CONSISTING OF 19.17± ACRES WITH TRACT 1 BEING A 6.447 ACRE TRACT OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF LOT 1 AND LOT 3, L 6 S INDUSTRIAL PARK, AN ADDITION TO THE CITY OF HUTCHINS, DALLAS COUNTY, TEXAS, TRACT 2 BEING 3.126 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS, AND TRACT 3 BEING 9.597 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS; 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 Highway Commercial District (HC) and Agricultural District (A) to Light Industrial District (LI), on three (3) tracts of land consisting of 19.17± acres with Tract 1 being a 6.447 acre tract of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas, and being part of Lot 1 and Lot 3, L 6 S Industrial Park, an addition to the City of Hutchins, Dallas County, Texas (“Tract 1”) currently zoned Highway Commercial District (HC), Tract 2 being 3.126 acres of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas (“Tract 2”), currently zoned Agricultural District (A), and Tract 3 being 9.597 acres of land situated in the William Gatlin Survey, Abstract No. 499, Dallas County, Texas

(“Tract 3”), currently zoned Agricultural District (A) each tract of land being more particularly described in Exhibit “A,” attached hereto and incorporated herein (Tract 1, Tract 2, and Tract 3 collectively, the “Property”), and by granting a Specific Use Permit (“SUP”) for the Property, without special conditions, for the uses set forth in Section 2 of this Ordinance.

SECTION 2. That the Property shall be developed and used in accordance with the development regulations as established under the Zoning Ordinance for Light Industrial District (“LI”) and shall be granted an SUP, without special conditions, for the following uses:

- (a) *Motor Freight Company/Terminal;*
- (b) *Heavy Machinery Sales/Storage;*
- (c) *Truck Sales & Storage;*
- (d) *Low Risk Industrial Manufacturing Not Wholly Enclosed Within a Building; and*
- (e) *Low Risk Industrial Manufacturing Wholly Enclosed Within a Building.*

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 5th DAY OF OCTOBER 2026.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida Jr., City Attorney

EXHIBIT "A"
PROPERTY DESCRIPTION

Tract 1 - 6.447 acres

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, and also being part of Lot 1 and Lot 3 of the L 6 S Industrial Park, an addition to the City of Hutchins, Texas, according to the Map thereof recorded in Volume 74167, Page 1899, Map Records, Dallas County, Texas (M.R.D.C.T.), being a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota corporation, recorded in Volume 77251, Page 1912, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set for corner in the Southwest line of S. Interstate 45 Service Road, at the Northerly East corner of a tract of land described in deed to AG-Trep I-45 Hutchins Property Owner, L.P., a Delaware limited partnership, recorded under Instrument No. 202200197374 (D.R.D.C.T.), being the North corner of herein described tract of land, from which a 1/2 inch iron rod found for reference bears South 53 deg. 16 min. 39 sec. West, a distance of 1.23 feet;

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said S. Interstate 45 Service Road a distance of 319.96 feet to a 1/2 inch iron rod found at the North corner of a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037 (D.R.D.C.T.);

THENCE South 59 deg. 00 min. 49 sec. West, a distance of 896.54 feet to a point at the Southerly East corner of said AG-Trep I-45 Hutchins Property Owner, L.P. tract;

THENCE North 19 deg. 46 min. 53 sec. West, a distance of 323.15 feet to a 1/2 inch red-capped iron rod stamped "Windrose" found at an ell corner of said AG-Trep I-45 Hutchins Property Owner, L.P. tract;

THENCE North 58 deg. 59 min. 18 sec. East, a distance of 874.32 feet to the PLACE OF BEGINNING and containing 280,835 square feet or 6.447 acres of land.

EXHIBIT "A"
PROPERTY DESCRIPTION

Section F, Item 6.

Tract 2 - 3.126 acres

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Southwest line of S. Interstate 45 Service Road, at the North corner of a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota Corporation, recorded in Volume 86213, Page 3136 (D.R.D.C.T.), being the East corner of herein described tract of land;

THENCE South 59 deg. 00 min. 39 sec. West, a distance of 1365.01 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the Northeast line of a railroad right of way;

THENCE North 19 degrees 56 minutes 50 seconds West, a distance of 101.91 feet to a 1/2 inch red capped iron rod found stamped "Windrose" for corner at the South corner of a tract of land described in deed to AG-Trep I-45 Hutchins Property Owner, L.P., a Delaware limited partnership, recorded under Instrument No. 202200197374 (D.R.D.C.T.);

THENCE North 59 deg. 00 min. 47 sec. East, a distance of 1358.27 feet to a 1/2 inch iron rod found in the Southwest line of said S. Interstate 45 Service Road, at the East corner of a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota corporation, recorded in Volume 77251, Page 1912 (D.R.D.C.T.);

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 100.79 feet to the PLACE OF BEGINNING and containing 136,172 square feet or 3.126 acres of land.

EXHIBIT "A"
PROPERTY DESCRIPTION

Section F, Item 6.

Tract 3 - 9.597 acres

BEING all that certain lot, tract or parcel of land situated in the William Gatlin Survey, Abstract No. 499, in the City of Hutchins, Dallas County, Texas, being a tract of land described in deed to McNEILUS TRUCK AND MANUFACTURING, INC., a Minnesota Corporation, recorded in Volume 86213, Page 3136, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "5310" found for corner in the Southwest line of S. Interstate 45 Service Road, at the North corner of a tract of land described in deed to Consolidated Casting LLC, a Delaware limited liability company, recorded under Instrument No. 201800103719 (D.R.D.C.T.), being the East corner of herein described tract of land;

THENCE South 59 deg. 11 min. 52 sec. West, a distance of 1384.73 feet to a 1/2 inch iron rod found for corner in the Northeast line of a railroad right of way, at the West corner of a tract of land described in deed to Union Pacific Railroad Company, a Delaware corporation, recorded in Volume 2004244, Page 10829 (D.R.D.C.T.);

THENCE North 19 deg. 56 min. 50 sec. West, with the Northeast line of said railroad right of way a distance of 307.40 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set at the South corner of a tract of land described in deed to McNeilus Truck and Manufacturing, Inc., a Minnesota Corporation, recorded in Volume 98042, Page 4037 (D.R.D.C.T.);

THENCE North 59 deg. 00 min. 39 sec. East, a distance of 1365.01 feet to a 1/2 inch iron rod found in the Southwest line of said South Interstate 45 Service Road, at the East corner of said McNeilus Truck and Manufacturing, Inc. tract (Vol. 98042, Pg. 4037);

THENCE South 23 deg. 42 min. 06 sec. East, with the Southwest line of said South Interstate 45 Service Road a distance of 308.72 feet to the PLACE OF BEGINNING and containing 418,028 square feet or 9.597 acres of land.



STAFF REPORT

MEETING DATE:	October 5, 2026
MEETING TYPE:	City Council
SUBMITTED BY:	Blake Moore
AGENDA CAPTION:	Discuss and Consider a PD presented by Cythia Mickens Ross to develop a community hub located at 302 W. Palestine which has approximately 3 acres of site area.

Presented by: Blake Moore Chief Building Official

Background Information

The Cynthia Mickens Ministries Campus Project aims to expand housing opportunities, increase dedicated community occupancy space, provide dedicated community space, optimize pantry distribution, meet parking requirements, enhance garden areas, retail and entrepreneurial space, incorporate functional program spaces within the event facility, and address stormwater retention needs. They are here tonight to present their conceptual PD. If approved by P&Z and Council they will have 1 year to submit a detail site plan for the PD development.

Comprehensive Plan Priorities

EXPAND HOUSING CHOICE & AVAILABILITY

Increase the supply of single-family homes, introduce more variety in lot sizes, and allow targeted medium-density housing to meet the needs of different household types and income levels

- ✦ The CMM Project offers an opportunity to fulfill the medium-density vision with the capacity to support various household types at all income levels through the plan’s multi-family housing development.

REZONE UNDERUTILIZED INDUSTRIAL LAND

Convert selected industrial parcels to residential and mixed-use districts to enable more housing opportunities in proximity to existing services and infrastructure.

- ✦ The CMM Project provides a mixed-use development in proximity to existing residential areas to offer potential commercial amenities to the surrounding community and create a node-like commercial/mixed-use development.

PRESERVE NEIGHBORHOOD CHARACTER

Maintain low-density development patterns in established residential areas and along key corridors like East Wintergreen, Trout, and JJ Lemmon, while integrating new developments.

INCENTIVIZE QUALITY DEVELOPMENT

Offer tools such as tax abatement, density/FAR bonuses, and expedited permitting for projects that meet city standards, incorporate amenities, or achieve LEED/NGBS standards.

- ✦ The CMM Project provides 32 new housing units to the area, providing for the density incentive without requiring the density bonus.

SUPPORT AFFORDABLE HOUSING

Encourage mixed-income neighborhoods and housing types that can serve local workers, seniors, and young families to reduce the high percentage of the workforce community in Hutchins.

- ✦ The CMM Project seeks to develop medium-density housing that would allow for 32 new units in the area. These units are intended as an attainable housing community.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends approval.

Supporting Documentation and Attachments

- 1) Conceptual PD Packet



Zoning Application

- ☐ General Zoning Request
☐ Standard Zoning or Rezoning
☐ Planned Development
☐ Site Plan - New or Amended
☒ Planned Development Concept Plan -
 New or Amended
☐ SUP
PROPERTY INFORMATION

CITY OF HUTCHINS
 321 N. Main
 Hutchins, Texas 75141
 (972) 225-6121



FILE NO: _____

Address/Location: 302 W Palestine St. Hutchins, TX 75141		Existing Use: Commercial
Lot(s): 19, 21, 29	Block: 8	Current Zoning: SF-8.5
# of Acres: 3	# of Lots: 3	# of Units:

APPLICANT INFORMATION

Name: Cynthia Mickens Ross		Company: Cynthia Mickens Ministries, INC	
Mailing Address: 302 W Palestine St.			
City: Hutchins	State: TX	Zip: 75141	
Phone: 888-419-0957	Fax: N/A	Email: info@cynthiamickensministries.org	

OWNER INFORMATION

Name: Cynthia Mickens Ross		Company: Cynthia Mickens Ministries, INC	
Mailing Address: 302 W Palestine St.			
City: Hutchins	State: TX	Zip: 75141	
Phone: 888-419-0957	Fax: N/A	Email: info@cynthiamickensministries.org	

Applications must be complete and have all supporting documents turned in no later than 2:00 pm on submittal day.

ZONING APPLICATION SUBMITTAL REQUIREMENTS

- ☐ Concept Plan 24"x36", 4 copies (folded)
☒ Site Plan / Concept Plan Checklist
☐ Legal Description
☒ Letter stating reason for request

(See Fee Schedule For All Amounts)

Fee: _____

☒ CD of electronic version (pdf) of proposed plans

APPLICANT AUTHORIZATION:

- ☒ I will represent the application myself; or
- ☐ I authorize _____ (name of applicant) to represent this application on my behalf. The named applicant shall be the principal person for responding to all requests and to attend all meetings.

Owner's Signature:

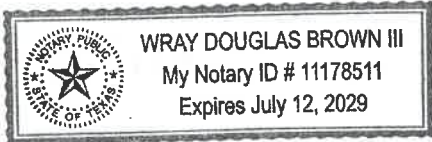
Cynthia M. Ross Date: 9/11/2020

STATE OF TEXAS

COUNTY OF: Dallas

BEFORE ME, a Notary Public, on this day personally appeared Cynthia Mickens Ross
 the above signed, who, under oath, stated the following: "I hereby certify that I am the owner or authorized corporate representative for the purposes of this application; that all information submitted herein is true and accurate."

Subscribed and sworn to before me this 11th day of September, 20 20.



Wray Douglas Brown III
 Notary Public in and for the State of Texas

This application is not considered accepted by the City until the Building Official or his designee has signed below.

CITY OF HUTCHINS:

Acknowledged By: _____ Date: _____