



**CITY OF HUTCHINS  
CITY COUNCIL MEETING  
AGENDA**

**Monday, March 16, 2026**

**Work Session at 5:15 PM      Regular Meeting 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 Work Session beginning at 5:15 p.m. and a Regular Meeting of the Hutchins City Council to begin at 6:30 p.m. on Monday, March 16, 2026, at Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Road, Hutchins, Texas, at which time the following items will be discussed and considered.

**A. WORK SESSION 5:15 p.m.**

1. Presentation by Stephen Cook with Dunaway. Presented by: Chief Building Official Blake Moore

**B. REGULAR MEETING 6:30 p.m.**

**City Council Members**

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

**C. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

**D. INVOCATION AND PLEDGE OF ALLEGIANCE**

- E. 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.*

**F. PRESENTATIONS**

2. Annual Financial Audit Report. Presented by: Maria Joyner, Director of Finance
3. Introduce new employees. Presented by Steve Perry, Police Chief
4. Discuss the Langdon Project with Bill Pletch. Presented by: Chief Building Official Blake Moore
5. Savvy Citizen Presentation. Presented by Stacey Hickson, Fire Chief

## G. PUBLIC HEARINGS

6. A. Conduct a public hearing, discuss and consider a request by John Gonzales with RTG Capital for a Rezone from Highway Commercial (HC) to Light Industrial (LI) for Tract 49, 10.4903 acres in the William Gatlin ABST, Tract 18.2, 7.8516 acres in the Thomas Freeman ABST, Tract 48, 5.00 acres in the William Gatlin ABST, commonly addressed as 1300, 904 & 1310 S IH 45.

B. Open Public Hearing & Receive Comment.

7. A. Conduct a public hearing, discuss and consider a request by John Gonzales with RTG Capital for a SUP request to allow "Motor Freight Company/Terminal; Heavy Machinery Sales/Storage; Truck Sales & Storage; Low Risk Industrial Manufacturing Not Wholly Enclosed Within A Building; Low Risk Industrial Manufacturing Wholly Enclosed Within A Building" in the Light Industrial District for Tract 49, 10.4903 acres in the William Gatlin ABST, Tract 18.2, 7.8516 acres in the Thomas Freeman ABST, Tract 48, 5.00 acres in the William Gatlin ABST, commonly addressed as 1300, 904 & 1310 S IH 45.

B. Open Public Hearing and Receive Comment.

C. Discuss and consider an ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS; GRANTING A CHANGE IN ZONING FROM HIGHWAY COMMERCIAL (HC) TO LIGHT INDUSTRIAL (LI) AND ALLOWING SPECIFIC USE PERMITS WITHOUT SPECIAL CONDITIONS ON THREE (3) TRACTS OF LAND WITH TRACT 2 CONSISTING OF ±10.4903 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS AND BEING A TRACT OF LAND CONVEYED TO T.S. MILLER LTD., RECORDED IN VOLUME 98237, PAGE 5044, DEED RECORDS, DALLAS COUNTY TEXAS; TRACT 3 CONSISTING OF ±5.000 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY ABST. NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF A CERTAIN TRACT OF LAND AS DESCRIBED IN DEED TO T.F. CAMPBELL, RECORDED IN VOLUME L, PAGE 412 OF THE DEED RECORDS OF DALLAS COUNTY TEXAS; TRACT 4 CONSISTING OF ±7.8516 ACRES OF LAND SITUATED IN THE THOMAS FREEMAN SURVEY, ABSTRACT NO. 453, AND THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, AND SAID TRACT OF LAND BEING A PART OF TRACTS 1 AND 3 IN A WARRANTY DEED CONVEYED TO J.R. Presented by Blake More, Chief Building Official.  
Ordinance 2026-03-1221

8. A. Conduct a Public Hearing, discuss and consider a request by the City of Hutchins for a replat of the Hutchins Addition, Lot 1R Block A, 7.340 tract of land in the Benjamin Matthews Survey ABST NO. 898 located East of N JJ Lemmon Road, North of Kanady Street commonly described as 800 North Denton Street. Presented by Blake Moore, Chief Building Official

B. Open Public Hearing and Receive Comment.

C. Discuss and consider a request by the City of Hutchins for a replat of the Hutchins Addition, Lot 1R Block A, 7.340 tract of land in the Benjamin Matthews Survey ABST NO. 898 located East of N JJ Lemmon Road, North of Kanady Street commonly described as 800 North Denton Street.

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

9. Discuss and consider appointments to the Hutchins Animal Services Advisory Commission. Presented by: Cynthia Olguin, City Secretary
10. Discuss and consider a Resolution AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF HUTCHINS AND ECS SOUTHWEST, LLP, IN AN AMOUNT NOT TO EXCEED \$161,065.00, FOR CONSTRUCTION MATERIALS TESTING AND OBSERVATION SERVICES FOR THE CITY'S NEW RECREATION CENTER AND LIBRARY. Presented by Blake Moore, Chief Building Official  
Resolution R2026-03-1332
11. Discuss and consider a Resolution AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF HUTCHINS AND SAFE BUILT TEXAS, LLC, IN AN AMOUNT NOT TO EXCEED \$100,000.00 ANNUALLY, FOR PLAN REVIEWS AND INSPECTION SERVICES ON AN AS-NEEDED BASIS. Presented by Blake Moore, Chief Building Official.  
Resolution R2026-03-1333.
12. Discuss and consider a Resolution APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF A MASTER AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC. ("KIMLEY HORN") FOR THE (1) SPEED SAFETY STUDY ALONG TROUT DRIVE FROM DOWDY FERRY ROAD TO WINTERGREEN ROAD AND (2) SIGNAL WARRANT ANALYSIS AT TROUT DRIVE AND DOWDY FERRY ROAD. Presented by Steve Perry, Police Chief  
Resolution R2026-03-1334
13. Discuss and consider a Resolution AUTHORIZING MEMBERSHIP IN THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FOUR CENTS PER CAPIT TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION. Presented by Katherine Lindsey, Assistant to the City Administrator.  
Resolution R2026-03-1335

**I. EXECUTIVE SESSION**

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

**J. RECONVENE INTO REGULAR SESSION**

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

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

**K. ITEMS OF COMMUNITY INTEREST**

16. Keep Hutchins Beautiful Spring Cleanup, Saturday, March 21, 2026, 8:30 a.m. - 12:30 p.m., Valley View Park and MLK Jr. Park.

Planning and Zoning Commission Meeting, Monday, March 23, 2026, 6:00 p.m., Hutchins City Hall - Council Chamber, 400 N. JJ Lemmon Rd., Hutchins.

Annual Easter Egg Hunt, Saturday, March 28, 2026, 1:00 p.m. - 3:00 p.m., Campbell Park, 200 S. Denton St., Hutchins.

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

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

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

**L. ADJOURN**

**CERTIFICATION**

I certify that a copy of the March 16, 2026, agenda of items to be considered by the Hutchins City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website [www.cityofhutchinstx.gov](http://www.cityofhutchinstx.gov), in accordance with Chapter 551 of the Texas Government Code. Posted on Tuesday, March 10, 2026.

*Cynthia Olguin*

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](mailto:colguin@cityofhutchinstx.gov).



# STAFF REPORT

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**MEETING DATE:** March 16, 2024

**MEETING TYPE:** City Council

**SUBMITTED BY:** Blake Moore

**AGENDA CAPTION:** Presentation by Stephen Cook with Dunaway

Presented by: Chief Building Official Blake Moore

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### Background Information

Stephen Cook with Dunaway has been working on revising our Zoning Ordinance and will be presenting to City Council the rough draft to be approved for adopting.

### Budget Implications

### Operational Impact

### Legal Review

### Staff Recommendation

Staff Recommend Approval

### Supporting Documentation and Attachments

Rough Draft Zoning Ordinance.

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# STAFF REPORT

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<b>MEETING DATE:</b>	March 16, 2025
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Maria Joyner
<b>AGENDA CAPTION:</b>	Annual Financial Audit Report Presented by: Maria Joyner, Director of Finance

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## **Background Information**

The Annual Financial Audit presentation summarizes the city's financial health. The objective of the audit is to express an opinion as to whether the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles, are free from material misstatement, and to report on the fairness of supplementary information when considered in relation to the basic financial statements as a whole. In addition, the City Staff has carefully examined the audit report, financial statements, and management letter. A representative from the Certified Public Accounting Firm, BrooksWatson and Company, PLLC will present the report to City Council. A hard copy of the report will be distributed during the City Council meeting.

## **Staff Recommendation**

There is no action required.



# STAFF REPORT

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**MEETING DATE:** March 16, 2026

**MEETING TYPE:** Regular Council Meeting

**SUBMITTED BY:** Chief Perry

**AGENDA CAPTION:** [Introduce new employees] Presented by [Steve Perry, Police Chief]

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## **Background Information**

Introduction of new employees:

Danetta Allridge

D'Angelo Wilder

Natalie Turner

## **Budget Implications**

## **Operational Impact**

## **Legal Review**

## **Staff Recommendation**

## **Supporting Documentation and Attachments**



# STAFF REPORT

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**MEETING DATE:** March 16, 2026

**MEETING TYPE:** City Council

**SUBMITTED BY:** Blake Moore

**AGENDA CAPTION:** Discuss the Langdon Project with Bill Pletch.

Presented by: Chief Building Official Blake Moore

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## **Background Information**

Presentation by Bill Pletch on Langdon Road project as requested by City Council.

## **Budget Implications**

## **Operational Impact**

## **Legal Review**

## **Staff Recommendation**

## **Supporting Documentation and Attachments**

*Paid  
4/15/15*



321 North Main  
Hutchins, Texas 75141  
(972) 225-6121

# EARTH DISTURBANCE PERMIT APPLICATION

Permit No. \_\_\_\_\_

This permit allows the owner to fill, grade, excavate, or otherwise disturb the surface of the property described below, in accordance with the Hutchins Development Manual Sec. 3C

PROJECT NAME: LANGDON ROAD LIGHT INDUSTRIAL WAREHOUSES  
PLAT NAME: WUTHERICK SURVEY  
PROPERTY LOCATION: 0 LANGDON ROAD, HUTCHINS, TEXAS 75141  
PROPERTY OWNER: SEPHARDI INVESTMENTS LLC

PERMIT FEE (NON-REFUNDABLE): \$100.00

**Requirements and conditions of this permit:**

- Grading plans have been submitted and approved by the City.
- Submission of a notarized statement from the property owner giving permission to the contractor to fill, grade, excavate, or otherwise disturb the property.
- For projects disturbing 1 acre or more of land, submission of a Storm Water pollution Prevention Plan (SWPPP) in accordance with City, TCEQ and EPA regulations and requirements.
- For projects disturbing 5 acres or more of land submit a copy of the Notice OF Intent (NOI).
- When applicable submit a copy of the tree preservation plan.
- When applicable (floodplain encroachment), provide a copy of a Conditional Letter of Map Revision (CLOMR) from FEMA.

At any time the City determines that the project is in non-compliance with this permit or any other applicable permits and/or letters of permission, this permit shall be revoked and a stop work order shall be issued to the Developer and/or Contractor.

Permit Issued By: \_\_\_\_\_  
Name: *Haley Taylor*  
Date: *4/15/15*

**PROPERTY OWNER'S PERMISSION STATEMENT  
FOR EARTH DISTURBANCE ACTIVITIES**

I, the undersigned, hereby state the following:

1. Property Owner: **Sephardi Investments LLC**
2. Authorized Representative: Pablo Calatrava, as duly authorized agent or member of Sephardi Investments LLC.
3. Property Address: 0 Langdon Road, Hutchins, Texas 75141
4. Legal Description:

Being a part of the U. Wutherick Survey, Abstract No. 1518, in Dallas County, Texas, and being a part of a tract of land conveyed to Diann Tessman Slaton by Gift Warranty Deed recorded in Instrument No. 20080190941 of the Official Public Records, Dallas County, Texas, and more particularly described as follows:

Beginning at a 1/2" iron rod found at the southeasterly corner of that tract of land conveyed to Confiar Real Estate, Inc. according to Instrument Number 202400222856 of said Official Public Records, same being along the northerly line of Langdon Road;

Thence North 29° 59' 58" West, departing said northerly line, a distance of 486.21 feet to a 1/2" iron rod found at the northeasterly corner of said Confiar Real Estate tract, same being along the southerly line of a proposed right-of-way;

Thence North 60° 00' 02" East a distance of 254.86 feet to a 1/2" capped iron rod found for corner;

Thence North 67° 48' 48" East a distance of 679.05 feet to a 1/2" capped iron rod found for corner;

Thence North 59° 59' 34" East a distance of 83.79 feet to a called "X" blazed in 18 inch elm tree for corner, same being the southwesterly corner of a tract of land conveyed to the City of Dallas for right-of-way purposes;

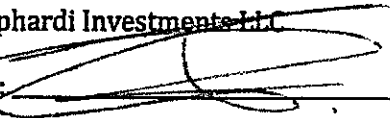
Thence South 57° 53' 38" East a distance of 434.81 feet to a point in the aforementioned northerly right-of-way line of Langdon Road for corner;

Thence South 59° 32' 48" West a distance of 1214.87 feet to the point of beginning, and containing 488,171 square feet or 11.2069 acres of land, more or less. Sephardi Investments LLC is the legal owner of the above-referenced property located within the City of Hutchins, Texas.

By this instrument, **Sephardi Investments LLC** grants **Whiskey River Land and Cattle Company Corp**, its employees, contractors, agents, and representatives, full permission to access, fill, grade, excavate, or otherwise disturb the land at the above location for purposes related to construction or site development.

This statement is provided in support of Whiskey River Land and Cattle Company Corp's application for an Earth Disturbance Permit from the City of Hutchins, Texas.

IN WITNESS WHEREOF, I have executed this statement on behalf of Sephardi Investments LLC on this 14th day of April, 2025.

Sephardi Investments LLC  
By: 

Name: Pablo Calatrava


Title: Managing Member

Date: 04/14/2025

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14 day of April, 2025, by Pablo Calatrava, who is personally known to me or who has produced Driver License as identification, as [Title] of Sephardi Investments LLC, a Florida limited liability company, on behalf of the company.

  
\_\_\_\_\_



Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

Notary ID Number: \_\_\_\_\_

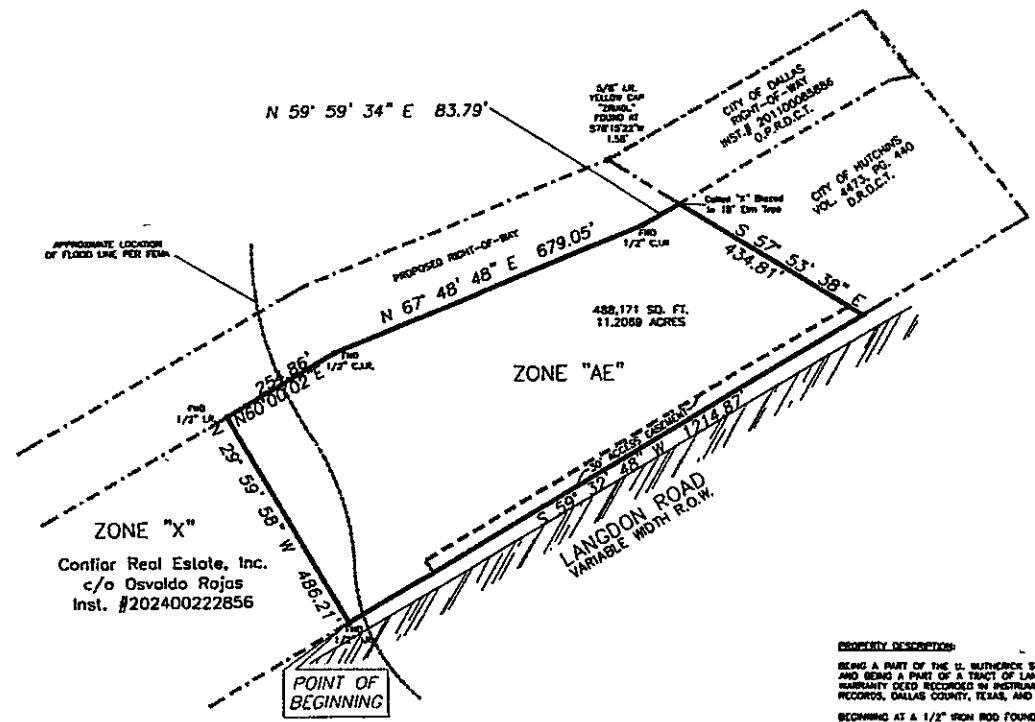
GRAPHIC SCALE



( IN FEET )

1 inch = 300 ft.

- NOTES:
1. BEARINGS BASED ON STATE PLANE COORDINATES SYSTEM NORTH COORDINATE ZONE 4202 NORTH AMERICAN DATUM 83.
  2. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT OWNERS AND THAT NO LICENSE HAS BEEN GRANTED, EXPRESS OR IMPLIED, TO COPY THE SURVEY AS IS NECESSARY IN CONNECTION WITH THE ORIGINAL TRANSACTION.
  3. CONDUITS AND BUILDING LINES PER RECORDS PLAN.
  4. EASEMENT TO TEXAS POWER & LIGHT COMPANY, DATED DECEMBER 3, 1940, FILED FEBRUARY 4, 1941, EXECUTED BY A.C. TESSMAN AND BIRD TESSMAN, RECORDED IN VOLUME 2061, PAGE 40, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  5. EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, DATED APRIL 24, 1950, FILED OCTOBER 14, 1950, EXECUTED BY A.C. TESSMAN AND BIRD TESSMAN, RECORDED IN VOLUME 2304, PAGE 350, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  6. EASEMENT TO THE CITY OF HUTCHINS, DATED FEBRUARY 10, 1954, FILED APRIL 10, 1954, EXECUTED BY W.S. BIRD TESSMAN ET AL., RECORDED IN VOLUME 4012, PAGE 544, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  7. EASEMENT TO THE UNITED STATES OF AMERICA, DATED FEBRUARY 15, 1956, FILED APRIL 4, 1956, EXECUTED BY W.S. BIRD TESSMAN ET AL., RECORDED IN VOLUME 4122, PAGE 502, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  8. EASEMENT TO THE CITY OF HUTCHINS, DATED MARCH 13, 1970, FILED JULY 10, 1970, EXECUTED BY W.S. BIRD TESSMAN ET AL., RECORDED IN VOLUME 7122, PAGE 1152, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  9. EASEMENT GRANTED TO THE STATE OF TEXAS IN CONDOMINIUM PROCEEDING, CAUSE NO. 02-71-3071-A COUNTY COURT AT LAW NO. 1, DALLAS COUNTY, TEXAS, FILED MARCH 16, 1971, RECORDED IN VOLUME 7194, PAGE 1494, DEED RECORDS, DALLAS COUNTY, TEXAS. (0003 NOT APPLIC)
  10. EASEMENT TO TEXAS POWER & LIGHT COMPANY, DATED JANUARY 8, 1971, FILED JULY 1, 1971, EXECUTED BY W.S. BIRD TESSMAN, RECORDED IN VOLUME 7122, PAGE 518, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  11. CONDUITS, TRENCH, CONDITIONS, AND COMMENTS SET FORTH IN COMMON ACCESS AND NEIGHBOR FACILITIES EASEMENT AND RESTRICTIVE COVENANT AGREEMENT DATED OCTOBER 23, 1914, FILED APRIL 19, 1915, RECORDED UNDER CLIENT'S FILE NO. 2019080001, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND AMENDMENT DATED JULY 6, 2022, FILED JULY 20, 2022, RECORDED UNDER CLIENT'S FILE NO. 2022020270, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)



Confirar Real Estate, Inc.  
c/o Osvaldo Rojas  
Inst. #202400222856

**PROPERTY DESCRIPTION:**

BEING A PART OF THE U. WUTHERICK SURVEY, ABSTRACT NO. 1518, IN DALLAS COUNTY, TEXAS, AND BEING A PART OF A TRACT OF LAND CONVEYED TO DAVID TESSMAN SLAYTON BY GIFT WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 20080180941 OF THE OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SOUTHEASTERLY CORNER OF THIS TRACT OF LAND CONVEYED TO CONFIRAR REAL ESTATE, INC. ACCORDING TO INSTRUMENT NUMBER 202400222856 OF SAID OFFICIAL PUBLIC RECORDS, SAME BEING ALONG THE NORTHERLY LINE OF LANGDON ROAD;

THENCE NORTH 20° 56' 58" WEST, DEPARTING SAID NORTHERLY LINE A DISTANCE OF 480.21 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEASTERLY CORNER OF SAID CONFIRAR REAL ESTATE TRACT, SAME BEING ALONG THE SOUTHERLY LINE OF A PROPOSED RIGHT-OF-WAY;

THENCE NORTH 67° 00' 02" EAST A DISTANCE OF 254.86 FEET TO A 1/2" CHIPPED IRON ROD FOUND FOR CORNER;

THENCE NORTH 67° 48' 48" EAST A DISTANCE OF 679.05 FEET TO A 1/2" CHIPPED IRON ROD FOUND FOR CORNER;

THENCE NORTH 59° 59' 58" EAST A DISTANCE OF 83.79 FEET TO A POINT BLAZED "X" BLAZED IN 18 INCH ELM TREES FOR CORNER, SAME BEING THE SOUTHWESTERLY CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF DALLAS FOR RIGHT OF WAY PURPOSES;

THENCE SOUTH 87° 53' 39" EAST A DISTANCE OF 434.87 FEET TO A POINT IN THE ADMONISHED NORTHERLY RIGHT-OF-WAY LINE OF LANGDON ROAD FOR CORNER;

THENCE SOUTH 59° 33' 48" WEST A DISTANCE OF 1214.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 480,171 SQUARE FEET OR 11,208 ACRES OF LAND MORE OR LESS.

**BOUNDARY SURVEY OF**  
A PART OF THE U. WUTHERICK SURVEY, ABSTRACT NO. 1518, IN DALLAS COUNTY, TEXAS, AND BEING A PART OF A TRACT OF LAND CONVEYED TO DAVID TESSMAN SLAYTON BY GIFT WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 20080180941 OF THE OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

Seth Ephraim Osabutey  
RPLSGEODESIST@GMAIL.COM

F.J.R.L. NO. 48113C PANEL - 0512 L  
REVISED DATE: 07/07/18 ZONE - S.B.A.E.

FLOOD INFORMATION PROVIDED HEREON IS BASED ON BEARING THE LOCATION OF THE SUBJECT TRACT ON THE FLOOD INSURANCE RATE MAPS. THE INFORMATION SHOULD BE USED TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS. WE ARE NOT RESPONSIBLE FOR THE F.J.R.L.'S ACCURACY.

SURVEYED FOR: CONFIRAR REAL ESTATE, INC.

ADDRESS: 0 LANGDON ROAD, HUTCHINS, TEXAS 75141

TITLE CO: BENCHMARK TITLE

CP. NO: PL25-37931

E.F. EFFECTIVE DATE: DECEMBER 30, 2024

JOB NO: 2024-283

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAN CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY SHOWING ANY IMPROVEMENTS, FROM LEGAL DESCRIPTIONS SUPPLIED BY CLIENT. THIS SURVEY IS ONLY CERTIFIED FOR BOUNDARY AND THIS TRANSACTION. SURVEYOR DID NOT ABSTRACT PROPERTIES, EASEMENTS, BUILDING LINES, ETC. SHOWN ARE AS DESCRIBED BY THE TITLE COMMITMENT.

*Seth Ephraim Osabutey*

STATE OF TEXAS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
6083

4TH REV. 02/04/2025  
S EPHRAIM OSABUTEY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6083

Brooke T. Paup, *Chairwoman*  
Bobby Janecka, *Commissioner*  
Catarina R. Gonzales, *Commissioner*  
Kelly Keel, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

April 14, 2025

Dear Applicant:

Re: TPDES General Permit for Construction Stormwater Runoff (TXR150000)  
Notice of Intent Authorization

Your Notice of Intent (NOI) application for authorization under the general permit for discharge of stormwater associated with construction activities has been received. Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Division Deputy Director of the Water Quality Division has issued the enclosed Certificate.

Please refer to the attached certificate for the authorization number that was assigned to your project/site and the effective date. Please use this number to reference this project/site for future communications with the Texas Commission on Environmental Quality (TCEQ).

Authorization under the Edwards Aquifer Protection Program is required before construction can begin where the site is located within the Edwards Aquifer Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone. See <https://www.tceq.texas.gov/permitting/eapp/viewer.html> for additional information.

**It is the responsibility of the Operator to notify the TCEQ Stormwater Processing Center of any change in address supplied on the original Notice of Intent by submitting a Notice of Change.**

A Notice of Termination must be submitted when permit coverage is no longer needed.

For questions related to processing of your application you may contact the Stormwater Processing Center by email at [SWPERMIT@tceq.texas.gov](mailto:SWPERMIT@tceq.texas.gov) or by telephone at (512) 239-3700. If you have any technical questions regarding the general permit, you may contact the stormwater technical staff by email at [SWGP@tceq.texas.gov](mailto:SWGP@tceq.texas.gov) or by telephone at (512) 239-4671. Also, you may obtain information on the stormwater web site at <https://www.tceq.texas.gov/permitting/stormwater>.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Sadlier".

Robert Sadlier, Deputy Director  
Water Quality Division



**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
Texas Pollutant Discharge Elimination System  
Stormwater Construction General Permit**

The Notice of Intent (NOI) for the facility listed below was received on April 14, 2025. The intent to discharge stormwater associated with construction activity under the terms and conditions imposed by the Texas Pollutant Discharge Elimination System (TPDES) stormwater Construction General Permit (CGP) TXR150000 is acknowledged. Your facility's unique TPDES CGP stormwater authorization number is:

**TXR1549UG**

Coverage Effective: April 14, 2025

The TCEQ's stormwater CGP requires certain stormwater pollution prevention and control measures, possible monitoring and reporting, and periodic inspections. Among the conditions and requirements of this permit, you must have prepared and implemented a stormwater pollution prevention plan (SWP3) that is tailored to your construction site. As a facility authorized to discharge under the stormwater CGP, all terms and conditions must be complied with to maintain coverage and avoid possible penalties.

**Project/Site Information:**

RN112194097  
Langdon Road Site  
From The Intersection of E. Langdon Road And Buena Vida Way  
Continue East On Langdon Road For .3 Miles, Site Entrance Is On  
The Left  
Hutchins, TX 75241  
Dallas County

**Operator:**

CN606375293  
Whiskey River Land And Cattle Company Corp  
18240 Midway Rd Apt 1205  
Dallas, TX 75287

**This CGP and all authorizations expire on March 5, 2028, unless otherwise amended.** If you have any questions related to processing of your application, you may contact the Stormwater Processing Center by email at SWPERMIT@tceq.texas.gov or by telephone at (512) 239-3700. For technical issues, you may contact the stormwater technical staff by email at SWGP@tceq.texas.gov or by telephone at (512) 239-4671. Also, you may obtain information on the TCEQ web site at <https://www.tceq.texas.gov/goto/wq-dpa>. A copy of this document should be kept with your SWP3.

FOR THE COMMISSION

Issued Date: April 14, 2025

Texas Commission on Environmental Quality  
Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	Langdon Road Site
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	From the intersection of E. Langdon Road and Buena Vida Way continue east on Langdon Road for .3 miles, site entrance is on the left
City	Hutchins
State	TX
ZIP	75241
County	DALLAS
Latitude (N) (##.#####)	32.673417
Longitude (W) (-###.#####)	-96.69947
Primary SIC Code	1794
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	Langdon Road Site
Does the RE site have a physical address?	No
Because there is no physical address, describe how to locate this site:	From the intersection of E. Langdon Road and Buena Vida Way continue east on Langdon Road for .3 miles, site entrance is on the left
City	Hutchins
State	TX
ZIP	75241
County	DALLAS
Latitude (N) (##.#####)	32.673417
Longitude (W) (-###.#####)	-96.69947
Facility NAICS Code	
What is the primary business of this entity?	

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	

Type of Customer

Corporation

**Full legal name of the applicant:**

Legal Name

WHISKEY RIVER LAND AND CATTLE COMPANY CORP

Texas SOS Filing Number

0805844922

Federal Tax ID

State Franchise Tax ID

32098194221

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

0-20

Independently Owned and Operated?

Yes

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Yes

**Responsible Authority Contact**

Organization Name

WHISKEY RIVER LAND AND CATTLE COMPANY CORP

Prefix

First

David

Middle

Last

Wittwer

Suffix

Credentials

Title

Manager

**Responsible Authority Mailing Address**

Enter new address or copy one from list:

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

18240 MIDWAY RD APT 1205

Routing (such as Mail Code, Dept., or Attn:)

City

DALLAS

State

TX

ZIP

75287

Phone (###-###-####)

9725202577

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

davidwhiskeyriver25@gmail.com

**Application Contact**

**Person TCEQ should contact for questions about this application:**

Same as another contact?

Organization Name	Elm Creek Environmental LLC
Prefix	
First	Daniel
Middle	
Last	Gardner
Suffix	
Credentials	
Title	Project Manager
Enter new address or copy one from list:	
<b>Mailing Address</b>	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	611 S HIGHWAY 78 STE 132
Routing (such as Mail Code, Dept., or Attn:)	
City	WYLIE
State	TX
ZIP	75098
Phone (###-###-####)	4699468195
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	daniel@elmcreekenv.com

## CNOI General Characteristics

1 Is the project or site located on Indian Country Lands?	No
2 Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3 Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4 Is the project or site associated to a quarrying facility that is located within either the John Graves Scenic Riverway or Coke Stevenson Scenic Riverway, as defined in 30 TAC 311.71?	No
5 What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1629
6 If applicable, what is the Secondary SIC Code(s)?	
7 What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	11
8 What is the construction project or site type?	Commercial
9 Is the project part of a larger common plan of development or sale?	No
10 What is the estimated start date of the project?	04/14/2025
11 What is the estimated end date of the project?	04/14/2026
12 Will concrete truck washout be performed at the site?	No

- |   |               |
|---|---------------|
| 13 What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?  | Trinity River |
| 14 What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?  | 0805          |
| 15 Is the discharge into a Municipal Separate Storm Sewer System (MS4)?   | No            |
| 16 Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?   | No            |
| 17 I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator. | Yes           |
| 18 I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).  | Yes           |
| 19 I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.   | Yes           |

## Certification

I certify that I am authorized under 30 Texas Administrative Code Subchapter 305.44 to sign this document and can provide documentation in proof of such authorization upon request.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

1. I am David E Wittwer, the owner of the STEERS account ER090868.
2. I have the authority to sign this data on behalf of the applicant named above.
3. I have personally examined the foregoing and am familiar with its content and the content of any attachments, and based upon my personal knowledge and/or inquiry of any individual responsible for information contained herein, that this information is true, accurate, and complete.
4. I further certify that I have not violated any term in my TCEQ STEERS participation agreement and that I have no reason to believe that the confidentiality or use of my password has been compromised at any time.
5. I understand that use of my password constitutes an electronic signature legally equivalent to my written signature.
6. I also understand that the attestations of fact contained herein pertain to the implementation, oversight and enforcement of a state and/or federal environmental program and must be true and complete to the best of my knowledge.
7. I am aware that criminal penalties may be imposed for statements or omissions that I know or have reason to believe are untrue or misleading.
8. I am knowingly and intentionally signing Construction Notice of Intent.
9. My signature indicates that I am in agreement with the information on this form, and authorize its submittal to the TCEQ.

OPERATOR Signature: David E Wittwer OPERATOR

Customer Number:

Legal Name: WHISKEY RIVER LAND AND CATTLE COMPANY CORP

Account Number: ER090868

Signature IP Address: 12.75.178.109

Signature Date: 2025-04-14

Signature Hash: AA679304FC3BF8D359FF156D2C4C7311D0AF6EB0BDA0781C470586C41B9698C7

Form Hash Code at time of Signature: D439C916A7D2E617AE80C3E44F0E8EA9DA6D9D175A332222CF406897FBAA4808

### Fee Payment

Transaction by: The application fee payment transaction was made by ER090868/David E Wittwer

Paid by: The application fee was paid by DAVID E WITTWER

Fee Amount: \$225.00

Paid Date: The application fee was paid on 2025-04-14

Transaction/Voucher number: The transaction number is 582EA000663597 and the voucher number is 762083

### Submission

Reference Number: The application reference number is 777647

Submitted by: The application was submitted by ER055893/Daniel Gardner

Submitted Timestamp: The application was submitted on 2025-04-14 at 08:53:53 CDT

Submitted From: The application was submitted from IP address 47.186.112.54

Confirmation Number: The confirmation number is 645945

Steers Version: The STEERS version is 6.89

### Additional Information

Application Creator: This account was created by Daniel Gardner

Your transaction is complete. Thank you for using TCEQ ePay.

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt and the vouchers for your records. An email receipt has also been sent.

Important: This is a receipt for FEE PAYMENT ONLY. If you paid for an ePermits application, your STEERS ePermits application is NOT complete. Please return to STEERS ePermits to submit your application to TCEQ.

**Transaction Information**

Trace Number: 582EA000663597  
Date: 04/14/2025 05:42 AM  
Payment Method: CC - Authorization 0000084206  
ePay Actor: DAVID E WITTTWER  
Actor Email: davidwhiskeyriver25@gmail.com  
IP: 12.75.178.109  
TCEQ Amount: \$225.00  
Texas.gov Price: \$230.32\*

\* This service is provided by Texas.gov, the official website of Texas. The price of this service includes funds that support the ongoing operations and enhancements of Texas.gov, which is provided by a third party in partnership with the State.

**Payment Contact Information**

Name: DAVID E WITTTWER  
Company: WHISKEY RIVER LAND & CATTLE CORP  
Address: 18240 MIDWAY ROAD 1205, DALLAS, TX 75287  
Phone: 972-520-2577

**Cart Items**

Click on the voucher number to see the voucher details.

Voucher	Fee Description	AR Number	Amount
762083	GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE ELECTRONIC NOI APPLICATION (REF 777647)		\$225.00
<b>TCEQ Amount:</b>			<b>\$225.00</b>

[Return to STEERS](#)

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt for your records.

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TCEQ Amount: \$225.00  
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Phone: 972-520-2577

Cart Items

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Voucher	Fee Description	AR Number	Amount
762083	GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE ELECTRONIC NOI APPLICATON (REF 777647)		\$225.00
<b>TCEQ Amount:</b>			<b>\$225.00</b>

[Return to STEERS](#)

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt for your records.

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[Return to STEERS](#)

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Do not use web browser back button when filling out application.



## Activities

I want to:

**Fill Out**

a new, notice of change, renewal, delegation or termination application

**Access**

an application by password

Or choose one or more pending applications below:

The application 777647 is in 'Ready to Submit' status and needs to be submitted.

**Reset Filter**

S E	Ref Number	App Type	Regulated Entity	Site Location	Customer	Status	Req
	777647	CNOI	Langdon Road Site	From the intersection of E. Langdon Road and Buena Vida Way continue east on Langdon Road for .3 miles, site entrance is on the left, Hutchins, 75241	WHISKEY RIVER LAND AND CATTLE COMPANY CORP	Ready To Submit	

10

(1 of 1)

**Sign**

**Pay**

**Submit**

**Set Access Rights**

**Delete**

**History**

Do not use web browser back button when filling out application.



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10

(1 of 1)

**Sign**

**Pay**

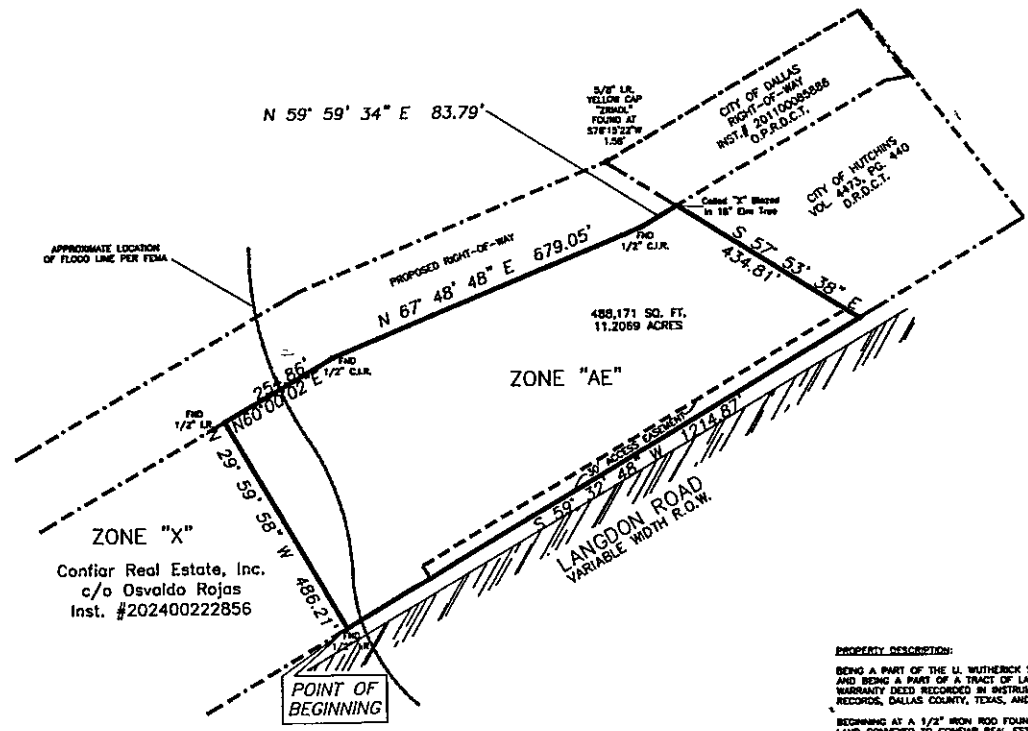
**Submit**

**Set Access Rights**

**Delete**

**History**

GRAPHIC SCALE  
 0 100 200 300  
 ( IN FEET )  
 1 inch = 300 ft.



- NOTES:
1. BEARINGS BASED ON STATE PLANE COORDINATES SYSTEM NORTH CENTRAL ZONE 4302 NORTH AMERICAN DATUM 83.
  2. THIS SURVEY IS BEING PROMISED SOLELY FOR THE USE OF THE CURRENT PARTIES AND THAT NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED, TO COPY THE SURVEY AS IS NECESSARY IN CONNECTION WITH THE ORIGINAL TRANSACTION.
  3. EASEMENTS AND BUILDING LINES FOR RECORDED PLAT.
  4. EASEMENT TO TEXAS POWER & LIGHT COMPANY, DATED DECEMBER 5, 1940, FILED FEBRUARY 4, 1941, EXECUTED BY A.C. TESSMAN AND BIRD TESSMAN, RECORDED IN VOLUME 2261, PAGE 40, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  5. EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, DATED APRIL 24, 1950, FILED OCTOBER 18, 1950, EXECUTED BY A.C. TESSMAN AND BIRD TESSMAN, RECORDED IN VOLUME 3363, PAGE 358, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  6. EASEMENT TO THE CITY OF HUTCHINS, DATED FEBRUARY 10, 1958, FILED APRIL 10, 1958, EXECUTED BY MRS. BIRD TESSMAN, ET AL., RECORDED IN VOLUME 4473, PAGE 644, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  7. EASEMENT TO THE UNITED STATES OF AMERICA, DATED FEBRUARY 15, 1968, FILED APRIL 4, 1968, EXECUTED BY MRS. BIRD TESSMAN, ET AL., RECORDED IN VOLUME 68087, PAGE 804, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  8. EASEMENT TO THE CITY OF HUTCHINS, DATED MARCH 12, 1970, FILED JULY 10, 1970, EXECUTED BY MRS. BIRD TESSMAN, ET AL., RECORDED IN VOLUME 70137, PAGE 1192, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  9. EASEMENT HERETO TO THE STATE OF TEXAS IN CONNECTION PROCEEDING, CASE NO. 22-71-591-A, COUNTY COURT AT LAW NO. 1, DALLAS COUNTY, TEXAS, FILED MARCH 10, 1971, RECORDED IN VOLUME 71048, PAGE 1496, DEED RECORDS, DALLAS COUNTY, TEXAS. (DOES NOT AFFECT)
  10. EASEMENT TO TEXAS POWER & LIGHT COMPANY, DATED JANUARY 8, 1971, FILED JULY 1, 1971, EXECUTED BY MRS. TESSMAN, RECORDED IN VOLUME 71128, PAGE 518, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  11. COVENANTS, TERMS, CONDITIONS AND EASEMENTS SET FORTH IN COMMON ACCESS AND WATER FACILITIES EASEMENT AND RESTRICTIVE COVENANT AGREEMENT DATED OCTOBER 13, 1948, FILED JUNE 19, 2018, RECORDED UNDER CLIENT'S FILE NO. 201800197879, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND AMENDMENT DATED JULY 8, 2022, FILED JULY 29, 2022, RECORDED UNDER CLIENT'S FILE NO. 202200033770, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)

**BOUNDARY SURVEY OF**  
 A PART OF THE U. WUTHERICK SURVEY, ABSTRACT NO. 1518, IN DALLAS COUNTY, TEXAS, AND BEING A PART OF A TRACT OF LAND CONVEYED TO DIANN TESSMAN SLAYTON BY GIFT WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 20080190941 OF THE OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

Seth Ephraim Osabutey  
 RPLSGEODESIST@GMAIL.COM

F.A.R.M. NO. 481136 PANEL 0812 1  
 REVISED DATE: 02/02/19 ZONE X & AE

FLOOD INFORMATION PROVIDED HEREON IS BASED ON SCALING THE LOCATION OF THE SUBJECT TRACT ON THE FLOOD INSURANCE RATE MAPS. THE INFORMATION SHOULD BE USED TO DETERMINE FLOODING RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS. WE ARE NOT RESPONSIBLE FOR THE F.I.R.M.'S ACCURACY.

SURVEYED FOR: CONFIAR REAL ESTATE, INC.

ADDRESS: 0 LANGDON ROAD, HUTCHINS, TEXAS 75141

TITLE CO: BENCHMARK TITLE

CF. NO: PL23-37851

CF. EFFECTIVE DATE: DECEMBER 30, 2024

JOB NO.: 2024-285

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY SHOWING ANY IMPROVEMENTS, FROM LEGAL DESCRIPTIONS SUPPLIED BY CLIENT. THIS SURVEY IS ONLY CERTIFIED FOR BOUNDARY AND THIS TRANSACTION. SURVEYOR DID NOT ABSTRACT PROPERTY, EASEMENTS, BUILDING LINES, ETC. SHOWN ARE AS IDENTIFIED BY THE TITLE COMMITMENT.

*Seth Ephraim Osabutey*

STATE OF TEXAS  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 S. EPHRAIM OSABUTEY  
 0063

4TH REV. 02/04/2025

S. EPHRAIM OSABUTEY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 0063

**PROPERTY DESCRIPTION:**

BEING A PART OF THE U. WUTHERICK SURVEY, ABSTRACT NO. 1518, IN DALLAS COUNTY, TEXAS, AND BEING A PART OF A TRACT OF LAND CONVEYED TO DIANN TESSMAN SLAYTON BY GIFT WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 20080190941 OF THE OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO CONFIAR REAL ESTATE, INC. ACCORDING TO INSTRUMENT NUMBER 202400221858 OF SAID OFFICIAL PUBLIC RECORDS, SAME BEING ALONG THE NORTHERLY LINE OF LANGDON ROAD;

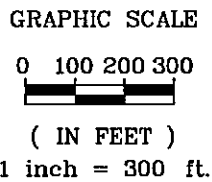
THENCE NORTH 28° 56' 58" WEST, DEPARTING SAID NORTHERLY LINE A DISTANCE OF 488.21 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEASTERLY CORNER OF SAID CONFIAR REAL ESTATE TRACT, SAME BEING ALONG THE SOUTHERLY LINE OF A PROPOSED RIGHT-OF-WAY;

THENCE NORTH 07° 03' 02" EAST A DISTANCE OF 254.86 FEET TO A 1/2" CAPPED IRON ROD FOUND FOR CORNER;

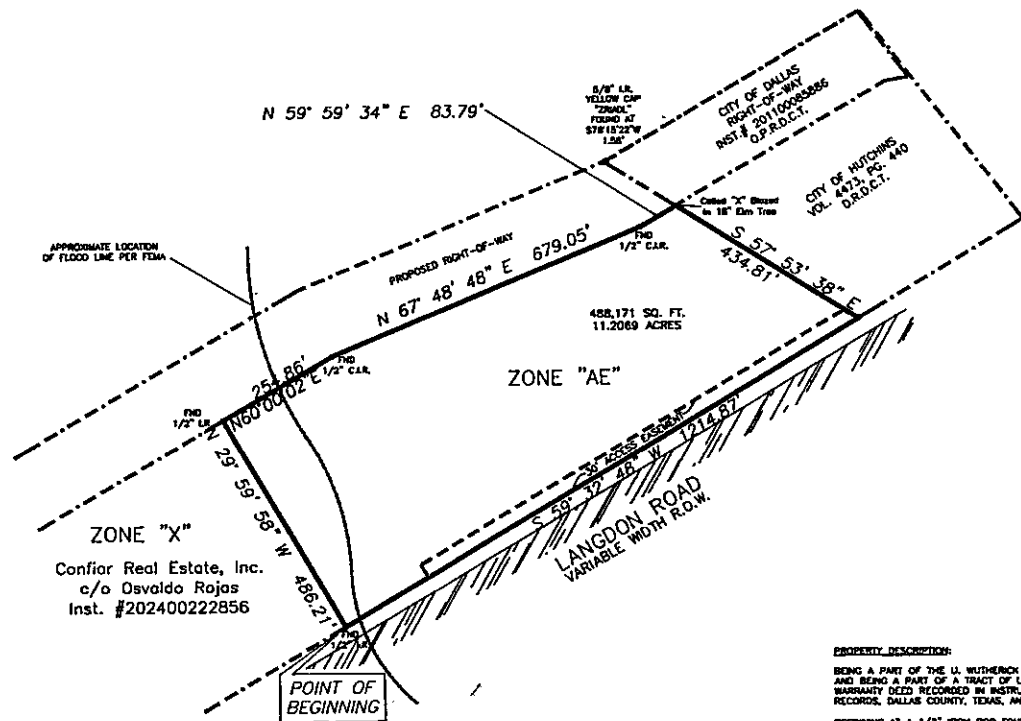
THENCE NORTH 67° 48' 48" EAST A DISTANCE OF 679.05 FEET TO A 1/2" CAPPED IRON ROD FOUND FOR CORNER;

THENCE NORTH 59° 59' 34" EAST A DISTANCE OF 83.79 FEET TO A CALLED "X" BEING IN 18" OIL PIPE;

THENCE NORTH 59° 52' 48" WEST A DISTANCE OF 1214.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 488,171 SQUARE FEET OR 11.2068 ACRES OF LAND MORE OR LESS.



- NOTES:**
1. BEARINGS BASED ON STATE PLANE COORDINATES SYSTEM NORTH CENTRAL, ZONE 4202 NORTH AMERICAN DATUM 83.
  2. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND THAT NO LICENSE HAS BEEN OBTAINED, EXPRESS OR IMPLIED, TO COPY THE SURVEY AS IS NECESSARY IN CONNECTION WITH THE ORIGINAL TRANSACTION.
  3. EASEMENTS AND BUILDING LINES PER RECORDED PLAT.
  4. EASEMENT TO TEXAS POWER & LIGHT COMPANY, DATED DECEMBER 5, 1940, FILED FEBRUARY 4, 1941, EXECUTED BY A.C. TESSMAN AND BRIG TESSMAN, RECORDED IN VOLUME 2281, PAGE 40, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  5. EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, DATED APRIL 24, 1900, FILED OCTOBER 16, 1904, EXECUTED BY A.C. TESSMAN AND BRIG TESSMAN, RECORDED IN VOLUME 1383, PAGE 306, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  6. EASEMENT TO THE CITY OF HUTCHINS, DATED FEBRUARY 10, 1926, FILED APRIL 10, 1926, EXECUTED BY MRS. BRIG TESSMAN, ET AL., RECORDED IN VOLUME 4473, PAGE 444, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  7. EASEMENT TO THE UNITED STATES OF AMERICA, DATED FEBRUARY 18, 1969, FILED APRIL 4, 1969, EXECUTED BY MRS. BRIG TESSMAN, ET AL., RECORDED IN VOLUME 88087, PAGE 806, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  8. EASEMENT TO THE CITY OF HUTCHINS, DATED MARCH 12, 1976, FILED JULY 19, 1976, EXECUTED BY MRS. BRIG TESSMAN, ET AL., RECORDED IN VOLUME 1182, PAGE 1192, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  9. EASEMENT AWARDED TO THE STATE OF TEXAS IN CONDOMINIUM PROCEEDING, CAUSE NO. CC-71-501-A, COUNTY COURT AT LAW NO. 1, DALLAS COUNTY, TEXAS, FILED MARCH 16, 1971, RECORDED IN VOLUME 71048, PAGE 1488, DEED RECORDS, DALLAS COUNTY, TEXAS. (DOES NOT AFFECT)
  10. EASEMENT TO TEXAS POWER & LIGHT COMPANY, DATED JANUARY 8, 1971, FILED JULY 1, 1971, EXECUTED BY MRS. BRIG TESSMAN, RECORDED IN VOLUME 71026, PAGE 516, DEED RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)
  11. CONFORMED, TERMS, CONDITIONS, AND EASEMENTS SET FORTH IN COMMON ACCESS AND WATER FACILITIES EASEMENT AND RESTRICTIVE COVENANTS AGREEMENT DATED OCTOBER 23, 1918, FILED JUNE 18, 2019, RECORDED UNDER CLIENT'S FILE NO. 20190197878, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND AMENDMENT DATED JULY 6, 2022, FILED JULY 25, 2022, RECORDED UNDER CLIENT'S FILE NO. 20220202570, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. (SUBJECT TO)



CONFAR Real Estate, Inc.  
c/o Osvaldo Rojas  
Inst. #202400222856

**PROPERTY DESCRIPTION:**

BEING A PART OF THE U. WUTHERICK SURVEY, ABSTRACT NO. 1518, IN DALLAS COUNTY, TEXAS, AND BEING A PART OF A TRACT OF LAND CONVEYED TO DIANN TESSMAN SLAYTON BY GIFT WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 20080190941 OF THE OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SOUTHEASTERN CORNER OF THAT TRACT OF LAND CONVEYED TO CONFAR REAL ESTATE, INC. ACCORDING TO INSTRUMENT NUMBER 202400222858 OF SAID OFFICIAL PUBLIC RECORDS, SAME BEING ALONG THE NORTHERLY LINE OF LANGDON ROAD;

THENCE NORTH 29° 59' 58" WEST, DEPARTING SAID NORTHERLY LINE A DISTANCE OF 488.21 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEASTERN CORNER OF SAID CONFAR REAL ESTATE TRACT, SAME BEING ALONG THE SOUTHERLY LINE OF A PROPOSED RIGHT-OF-WAY;

THENCE NORTH 67° 48' 48" EAST A DISTANCE OF 254.86 FEET TO A 1/2" CAPPED IRON ROD FOUND FOR CORNER;

THENCE NORTH 57° 53' 38" EAST A DISTANCE OF 679.05 FEET TO A 1/2" CAPPED IRON ROD FOUND FOR CORNER;

THENCE NORTH 59° 59' 34" EAST A DISTANCE OF 83.78 FEET TO A CALLED "X" BLAZED IN 18 INCH ELM TREE FOR CORNER, SAME BEING THE SOUTHWESTERN CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF DALLAS FOR RIGHT OF WAY PURPOSES;

THENCE SOUTH 57° 53' 38" EAST A DISTANCE OF 434.81 FEET TO A POINT IN THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF LANGDON ROAD FOR CORNER;

THENCE SOUTH 59° 32' 48" WEST A DISTANCE OF 1214.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 488,171 SQUARE FEET OR 11.2068 ACRES OF LAND MORE OR LESS.

**BOUNDARY SURVEY OF**  
A PART OF THE U. WUTHERICK SURVEY, ABSTRACT NO. 1518, IN DALLAS COUNTY, TEXAS, AND BEING A PART OF A TRACT OF LAND CONVEYED TO DIANN TESSMAN SLAYTON BY GIFT WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 20080190941 OF THE OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

Seth Ephraim Osabutey  
RPLSGEODESIST@GMAIL.COM

F.I.R.M. NO. 481130 PANEL 0912 L  
REVISED DATE: 02/02/14 ZONE 7 R 2 E

FLOOD INFORMATION PROVIDED HEREON IS BASED ON SCALING THE LOCATION OF THE SUBJECT TRACT ON THE FLOOD INSURANCE RATE MAPS. THE INFORMATION SHOULD BE USED TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO INDICATE SPECIFIC FLOODING CONDITIONS. WE ARE NOT RESPONSIBLE FOR THE F.I.R.M.'S ACCURACY.

SURVEYED FOR: CONFAR REAL ESTATE, INC.

ADDRESS: 0 LANGDON ROAD, HUTCHINS, TEXAS 75141

TITLE CO. BENCHMARK TITLE

CF. NO: PL25-37951

D.F. EFFECTIVE DATE: DECEMBER 30, 2024

JOB NO: 2024-285

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY SHOWING ANY IMPROVEMENTS, FROM LEGAL DESCRIPTIONS SUPPLIED BY CLIENT. THIS SURVEY IS ONLY CERTIFIED FOR BOUNDARY AND THIS TRANSACTION. SURVEYOR DID NOT ABSTRACT PROPERTY EASEMENTS, BUILDING LINES, ETC. SHOWN ARE AS IDENTIFIED BY THE TITLE COMMITMENT.

4TH REV. 02/04/2025  
S EPHRAIM OSABUTEY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 8063



321 North Main  
Hutchins, Texas 75141  
(972) 225-6121

# EARTH DISTURBANCE PERMIT APPLICATION

Permit No. \_\_\_\_\_

This permit allows the owner to fill, grade, excavate, or otherwise disturb the surface of the property described below, in accordance with the Hutchins Development Manual Sec. 3C

PROJECT NAME: LANGDON ROAD LIGHT INDUSTRIAL WAREHOUSES

PLAT NAME: WUTHERICK SURVEY

PROPERTY LOCATION: 0 LANGDON ROAD, HUTCHINS, TEXAS 75141

PROPERTY OWNER: SEPHARDI INVESTMENTS LLC

PERMIT FEE (NON-REFUNDABLE): \$100.00

### Requirements and conditions of this permit:

- Grading plans have been submitted and approved by the City.
- Submission of a notarized statement from the property owner giving permission to the contractor to fill, grade, excavate, or otherwise disturb the property.
- For projects disturbing 1 acre or more of land, submission of a Storm Water pollution Prevention Plan (SWPPP) in accordance with City, TCEQ and EPA regulations and requirements.
- For projects disturbing 5 acres or more of land submit a copy of the Notice OF Intent (NOI).
- When applicable submit a copy of the tree preservation plan.
- When applicable (floodplain encroachment), provide a copy of a Conditional Letter of Map Revision (CLOMR) from FEMA.

At any time the City determines that the project is in non-compliance with this permit or any other applicable permits and/or letters of permission, this permit shall be revoked and a stop work order shall be issued to the Developer and/or Contractor.

Permit Issued By:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Earthwork Permit Application Checklist (For Development Projects)

### Applicant Information

- Completed Permit Application Form
- Owner's Name and Contact Information
- Contractor/Engineer Contact Information
- Project Address and Legal Description
- Project Narrative / Scope of Work

### Required Plans and Documents

- Grading and Drainage Plan (sealed by a licensed engineer)
- Erosion and Sediment Control Plan (in compliance with local/NPDES standards)
- Site Plan (including boundaries, existing/proposed contours, structures, utilities)
- Cut and Fill Calculations (signed/stamped by engineer)
- Haul Route Map (if applicable)
- Stormwater Pollution Prevention Plan (SWPPP)
- Tree Preservation/Removal Plan (if applicable)

### Compliance and Approvals

- Zoning Compliance or Planning Approval
- Floodplain Development Permit (if applicable)
- Wetlands or Environmental Approvals (if applicable)
- Utility Clearance or Coordination Letters
- HOA or other local approvals (if required)

### Fees and Bonds

- Application Fee (paid receipt)
- Performance Bond or Security (if required)
- Inspection Fee (if separate)

### Additional Items (if applicable)

- Dust Control Plan
- Noise Mitigation Plan
- Traffic Control Plan
- Construction Schedule / Duration of Earthwork
- Certification of No Impact to Adjacent Properties

**Signatures**

- Property Owner's Signature
- Engineer/Contractor Certification
- Notarized Authorization (if agent is applying on owner's behalf)

**Submit To**

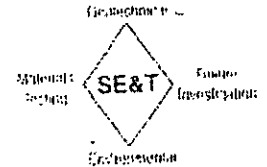
- [Jurisdiction/Agency Name]
- [Address / Online Submission Portal]
- [Contact Information for Questions]

# SAM ENGINEERING & TESTING, LP

Serving The GEO-Industry Since 1974  
1115 Luke Street Suite 100

★ Irving, Texas 75061 ★  
www.sameng.net

Phone (972) 790-1910 • Fax (972) 790-0967



April 16, 2025

Whiskey River Land & Cattle  
18240 Midway Road, Suite 1205  
Dallas, Texas 75287

Attention: Mr. David E. Wittwer, Project Manager  
DavidWhiskeyRiver25@GMail.Com

Subject: GEOTECHNICAL ENGINEERING OPINIONS ON  
Proposed Developments At  
Excavation & Backfilled Area, 11.28 Acre Site  
0 Langdon Road  
Hutchins, Dallas County, Texas  
SE&T Project No: 81E31K25

Gentlemen:

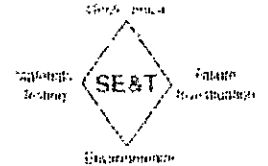
SAM Engineering & Testing, LP (SE&T) is pleased to submit this report of geotechnical engineering opinions on the subject project.

1. THE FOLLOWING DATA WERE SUPPLIED BY THE CLIENT:

- A) We understand that the sandy soils at subject area will be excavated to the top of the gray shale.
- B) Based on previous test pit excavations, the depth of the gray shale is deeper than 20' below the existing grade.
- C) The excavated sandy soils will be hauled away from the site.
- D) THEN: the excavation will be backfilled with compacted & tested suitable fill soils.
- E) THEN: the site will be used for the construction of the proposed developments (residential & or commercial) which will be supported on piers foundation system.

2. SE&T GEOTECHNICAL ENGINEERING OPINIONS-The following geotechnical engineering opinions are based on the above supplied data and our experience with similar projects:

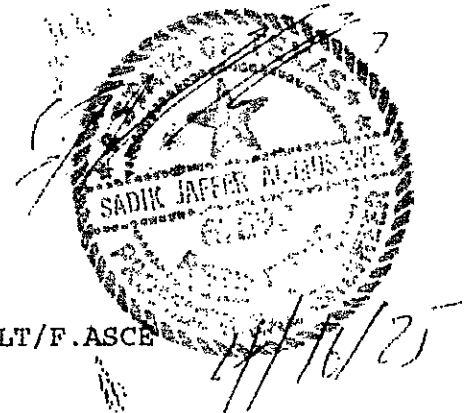
SE&T#81E31K25  
4-16-2025  
Page 2 of 2



- A) Drilling piers through sandy soils & sand WILL WELL require temporary steel casing & ESPECIALLY IN: DEEP PIERS & PIERS THROUGH SANDY SOILS & SAND BELOW WATER LEVEL.
- B) Considering the thick nature of the proposed fill soils, suitable foundation systems for the proposed developments at this site will consist of: Pier & beams OR Structural post-tension & or rebar waffle slabs on piers AND ON PREPARED-COMPACTED-TESTED SUBGRADE. Depth of the piers will be at few feet INTO THE HARD/VERY HARD GRAY SHALE.
- C. ALL suitable fill soils at all PROPOSED FOUNDATION, PAVEMENT & UTILITIES SHOULD BE: selected & placed per the geotechnical report on the project.
- D. The above proposed developments with SE&T opinions are considered reasonable & sound steps at this stage of the project.

It has been a pleasure working with you on this project and if you have any question please call.

Very truly yours,  
SAM Engineering & Testing, LP (SE&T)



Sadik (Sam) Al-musawe, M.Sc, Ph.D, P.E, BC.GE, LT/F.ASCE  
 Civil & Environmental Engineer  
 Texas Professional Registration No. 61893  
 Texas Professional Firm Registration No. F-001587  
 2-10 Home Buyers Warranty (HBW) No. 8827  
 Home of Texas/Rwc No. 633  
 Bonded Builders Home Warranty No. TXG025

Email & two hard copies submitted.  
Email: Mr. Mamun Yusuf, P.E., Director of Public Works  
MYusuf@CityOfHutchins.Org.

**PROPERTY OWNER'S PERMISSION STATEMENT  
FOR EARTH DISTURBANCE ACTIVITIES**

I, the undersigned, hereby state the following:

- 1. Property Owner: **Sephardi Investments LLC**
- 2. Authorized Representative: Pablo Calatrava, as duly authorized agent or member of Sephardi Investments LLC.
- 3. Property Address: 0 Langdon Road, Hutchins, Texas 75141
- 4. Legal Description:

Being a part of the U. Wutherick Survey, Abstract No. 1518, in Dallas County, Texas, and being a part of a tract of land conveyed to Diann Tessman Slaton by Gift Warranty Deed recorded in Instrument No. 20080190941 of the Official Public Records, Dallas County, Texas, and more particularly described as follows:

Beginning at a 1/2" iron rod found at the southeasterly corner of that tract of land conveyed to Confiar Real Estate, Inc. according to Instrument Number 202400222856 of said Official Public Records, same being along the northerly line of Langdon Road;

Thence North 29° 59' 58" West, departing said northerly line, a distance of 486.21 feet to a 1/2" iron rod found at the northeasterly corner of said Confiar Real Estate tract, same being along the southerly line of a proposed right-of-way;

Thence North 60° 00' 02" East a distance of 254.86 feet to a 1/2" capped iron rod found for corner;

Thence North 67° 48' 48" East a distance of 679.05 feet to a 1/2" capped iron rod found for corner;

Thence North 59° 59' 34" East a distance of 83.79 feet to a called "X" blazed in 18 inch elm tree for corner, same being the southwesterly corner of a tract of land conveyed to the City of Dallas for right-of-way purposes;

Thence South 57° 53' 38" East a distance of 434.81 feet to a point in the aforementioned northerly right-of-way line of Langdon Road for corner;

Thence South 59° 32' 48" West a distance of 1214.87 feet to the point of beginning, and containing 488,171 square feet or 11.2069 acres of land, more or less. Sephardi Investments LLC is the legal owner of the above-referenced property located within the City of Hutchins, Texas.

By this instrument, **Sephardi Investments LLC** grants **Whiskey River Land and Cattle Company Corp**, its employees, contractors, agents, and representatives, full permission to access, fill, grade, excavate, or otherwise disturb the land at the above location for purposes related to construction or site development.

This statement is provided in support of Whiskey River Land and Cattle Company Corp's application for an Earth Disturbance Permit from the City of Hutchins, Texas.

IN WITNESS WHEREOF, I have executed this statement on behalf of Sephardi Investments LLC on this 14th day of April, 2025.

Sephardi Investments LLC  
By: [Signature]

Name: Pablo Calatrava

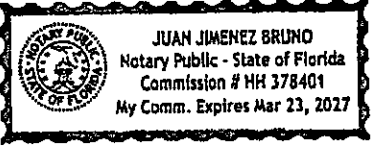
Title: Managing Member

Date: 04/14/2025

STATE OF FLORIDA  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14 day of April, 2025, by Pablo Calatrava, who is personally known to me or who has produced DRIVER LICENSE as identification, as [Title] of Sephardi Investments LLC, a Florida limited liability company, on behalf of the company.

[Signature]  
\_\_\_\_\_



Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

Notary ID Number: \_\_\_\_\_



Brooke T. Paup, *Chairwoman*  
 Bobby Janecka, *Commissioner*  
 Catarina R. Gonzales, *Commissioner*  
 Kelly Keel, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

April 14, 2025

Dear Applicant:

Re: TPDES General Permit for Construction Stormwater Runoff (TXR150000)  
 Notice of Intent Authorization

Your Notice of Intent (NOI) application for authorization under the general permit for discharge of stormwater associated with construction activities has been received. Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Division Deputy Director of the Water Quality Division has issued the enclosed Certificate.

Please refer to the attached certificate for the authorization number that was assigned to your project/site and the effective date. Please use this number to reference this project/site for future communications with the Texas Commission on Environmental Quality (TCEQ).

Authorization under the Edwards Aquifer Protection Program is required before construction can begin where the site is located within the Edwards Aquifer Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone. See <https://www.tceq.texas.gov/permitting/eapp/viewer.html> for additional information.

**It is the responsibility of the Operator to notify the TCEQ Stormwater Processing Center of any change in address supplied on the original Notice of Intent by submitting a Notice of Change.**

A Notice of Termination must be submitted when permit coverage is no longer needed.

For questions related to processing of your application you may contact the Stormwater Processing Center by email at [SWPERMIT@tceq.texas.gov](mailto:SWPERMIT@tceq.texas.gov) or by telephone at (512) 239-3700. If you have any technical questions regarding the general permit, you may contact the stormwater technical staff by email at [SWG@tceq.texas.gov](mailto:SWG@tceq.texas.gov) or by telephone at (512) 239-4671. Also, you may obtain information on the stormwater web site at <https://www.tceq.texas.gov/permitting/stormwater>.

Sincerely,

Robert Sadlier, Deputy Director  
 Water Quality Division



**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
Texas Pollutant Discharge Elimination System  
Stormwater Construction General Permit**

The Notice of Intent (NOI) for the facility listed below was received on April 14, 2025. The intent to discharge stormwater associated with construction activity under the terms and conditions imposed by the Texas Pollutant Discharge Elimination System (TPDES) stormwater Construction General Permit (CGP) TXR150000 is acknowledged. Your facility's unique TPDES CGP stormwater authorization number is:

**TXR1549UG**

Coverage Effective: April 14, 2025

The TCEQ's stormwater CGP requires certain stormwater pollution prevention and control measures, possible monitoring and reporting, and periodic inspections. Among the conditions and requirements of this permit, you must have prepared and implemented a stormwater pollution prevention plan (SWP3) that is tailored to your construction site. As a facility authorized to discharge under the stormwater CGP, all terms and conditions must be complied with to maintain coverage and avoid possible penalties.

**Project/Site Information:**

RN112194097  
Langdon Road Site  
From The Intersection of E. Langdon Road And Buena Vida Way  
Continue East On Langdon Road For .3 Miles, Site Entrance Is On  
The Left  
Hutchins, TX 75241  
Dallas County

**Operator:**

CN606375293  
Whiskey River Land And Cattle Company Corp  
18240 Midway Rd Apt 1205  
Dallas, TX 75287

**This CGP and all authorizations expire on March 5, 2028, unless otherwise amended.** If you have any questions related to processing of your application, you may contact the Stormwater Processing Center by email at [SWPERMIT@tceq.texas.gov](mailto:SWPERMIT@tceq.texas.gov) or by telephone at (512) 239-3700. For technical issues, you may contact the stormwater technical staff by email at [SWG@tceq.texas.gov](mailto:SWG@tceq.texas.gov) or by telephone at (512) 239-4671. Also, you may obtain information on the TCEQ web site at <https://www.tceq.texas.gov/goto/wq-dpa>. A copy of this document should be kept with your SWP3.

Issued Date: April 14, 2025

FOR THE COMMISSION

Texas Commission on Environmental Quality  
Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?

Langdon Road Site

Does the site have a physical address?

No

Because there is no physical address, describe how to locate this site:

From the intersection of E. Langdon Road and Buena Vida Way continue east on Langdon Road for .3 miles, site entrance is on the left

City

Hutchins

State

TX

ZIP

75241

County

DALLAS

Latitude (N) (##.#####)

32.673417

Longitude (W) (-###.#####)

-96.69947

Primary SIC Code

1794

Secondary SIC Code

Primary NAICS Code

Secondary NAICS Code

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?

What is the name of the Regulated Entity (RE)?

Langdon Road Site

Does the RE site have a physical address?

No

Because there is no physical address, describe how to locate this site:

From the intersection of E. Langdon Road and Buena Vida Way continue east on Langdon Road for .3 miles, site entrance is on the left

City

Hutchins

State

TX

ZIP

75241

County

DALLAS

Latitude (N) (##.#####)

32.673417

Longitude (W) (-###.#####)

-96.69947

Facility NAICS Code

What is the primary business of this entity?

Customer (Applicant) Information

How is this applicant associated with this site?

Operator

What is the applicant's Customer Number (CN)?

Type of Customer

Corporation

**Full legal name of the applicant:**

Legal Name

WHISKEY RIVER LAND AND CATTLE  
COMPANY CORP

Texas SOS Filing Number

0805844922

Federal Tax ID

State Franchise Tax ID

32098194221

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

0-20

Independently Owned and Operated?

Yes

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Yes

**Responsible Authority Contact**

Organization Name

WHISKEY RIVER LAND AND CATTLE  
COMPANY CORP

Prefix

First

David

Middle

Last

Wittwer

Suffix

Credentials

Title

Manager

**Responsible Authority Mailing Address**

Enter new address or copy one from list:

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

18240 MIDWAY RD APT 1205

Routing (such as Mail Code, Dept., or Attn:)

City

DALLAS

State

TX

ZIP

75287

Phone (###-###-####)

9725202577

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

davidwhiskeyriver25@gmail.com

**Application Contact**

**Person TCEQ should contact for questions about this application:**

Same as another contact?

Organization Name Elm Creek Environmental LLC  
 Prefix  
 First Daniel  
 Middle  
 Last Gardner  
 Suffix  
 Credentials  
 Title Project Manager  
 Enter new address or copy one from list:  
**Mailing Address**  
 Address Type Domestic  
 Mailing Address (Include Suite or Bldg. here, if applicable) 611 S HIGHWAY 78 STE 132  
 Routing (such as Mail Code, Dept., or Attn:)  
 City WYLIE  
 State TX  
 ZIP 75098  
 Phone (###-###-####) 4699468195  
 Extension  
 Alternate Phone (###-###-####)  
 Fax (###-###-####)  
 E-mail daniel@elmcreekenv.com

## CNOI General Characteristics

1 Is the project or site located on Indian Country Lands? No  
 2 Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72? No  
 3 Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility? No  
 4 Is the project or site associated to a quarrying facility that is located within either the John Graves Scenic Riverway or Coke Stevenson Scenic Riverway, as defined in 30 TAC 311.71? No  
 5 What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site? 1629  
 6 If applicable, what is the Secondary SIC Code(s)?  
 7 What is the total number of acres that the construction project or site will disturb under the control of the primary operator? 11  
 8 What is the construction project or site type? Commercial  
 9 Is the project part of a larger common plan of development or sale? No  
 10 What is the estimated start date of the project? 04/14/2025  
 11 What is the estimated end date of the project? 04/14/2026  
 12 Will concrete truck washout be performed at the site? No

- 13 What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site? Trinity River
- 14 What is the segment number(s) of the classified water body(s) that the discharge will eventually reach? 0805
- 15 Is the discharge into a Municipal Separate Storm Sewer System (MS4)? No
- 16 Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213? No
- 17 I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator. Yes
- 18 I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). Yes
- 19 I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. Yes

### Certification

I certify that I am authorized under 30 Texas Administrative Code Subchapter 305.44 to sign this document and can provide documentation in proof of such authorization upon request.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

1. I am David E Wittwer, the owner of the STEERS account ER090868.
2. I have the authority to sign this data on behalf of the applicant named above.
3. I have personally examined the foregoing and am familiar with its content and the content of any attachments, and based upon my personal knowledge and/or inquiry of any individual responsible for information contained herein, that this information is true, accurate, and complete.
4. I further certify that I have not violated any term in my TCEQ STEERS participation agreement and that I have no reason to believe that the confidentiality or use of my password has been compromised at any time.
5. I understand that use of my password constitutes an electronic signature legally equivalent to my written signature.
6. I also understand that the attestations of fact contained herein pertain to the implementation, oversight and enforcement of a state and/or federal environmental program and must be true and complete to the best of my knowledge.
7. I am aware that criminal penalties may be imposed for statements or omissions that I know or have reason to believe are untrue or misleading.
8. I am knowingly and intentionally signing Construction Notice of Intent.
9. My signature indicates that I am in agreement with the information on this form, and authorize its submittal to the TCEQ.

OPERATOR Signature: David E Wittwer OPERATOR

Customer Number:

4/14/25, 8:57 AM

Copy of Record

Section F, Item 4.

Legal Name: WHISKEY RIVER LAND AND CATTLE COMPANY CORP

Account Number: ER090868

Signature IP Address: 12.75.178.109

Signature Date: 2025-04-14

Signature Hash: AA679304FC3BF8D359FF156D2C4C7311D0AF6EB0BDA0781C470586C41B9698C7

Form Hash Code at time of Signature: D439C916A7D2E617AE80C3E44F0E8EA9DA6D9D175A332222CF406897FBAA4808

### Fee Payment

Transaction by: The application fee payment transaction was made by ER090868/David E Wittwer

Paid by: The application fee was paid by DAVID E WITTWER

Fee Amount: \$225.00

Paid Date: The application fee was paid on 2025-04-14

Transaction/Voucher number: The transaction number is 582EA000663597 and the voucher number is 762083

### Submission

Reference Number: The application reference number is 777647

Submitted by: The application was submitted by ER055893/Daniel Gardner

Submitted Timestamp: The application was submitted on 2025-04-14 at 08:53:53 CDT

Submitted From: The application was submitted from IP address 47.186.112.54

Confirmation Number: The confirmation number is 645945

Steers Version: The STEERS version is 6.89

### Additional Information

Application Creator: This account was created by Daniel Gardner

Your transaction is complete. Thank you for using TCEQ ePay.

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt and the vouchers for your records. An email receipt has also been sent.

Important: This is a receipt for FEE PAYMENT ONLY. If you paid for an ePermits application, your STEERS ePermits application is NOT complete. Please return to STEERS ePermits to submit your application to TCEQ.

**Transaction Information**

Trace Number: 582EA000663597  
 Date: 04/14/2025 05:42 AM  
 Payment Method: CC - Authorization 0000084206  
 ePay Actor: DAVID E WITTTWER  
 Actor Email: davidwhiskeyriver25@gmail.com  
 IP: 12.75.178.109  
 TCEQ Amount: \$225.00  
 Texas.gov Price: \$230.32\*

\* This service is provided by Texas.gov, the official website of Texas. The price of this service includes funds that support the ongoing operations and enhancements of Texas.gov, which is provided by a third party in partnership with the State.

**Payment Contact Information**

Name: DAVID E WITTTWER  
 Company: WHISKEY RIVER LAND & CATTLE CORP  
 Address: 18240 MIDWAY ROAD 1205, DALLAS, TX 75287  
 Phone: 972-520-2577

**Cart Items**

Click on the voucher number to see the voucher details.

Voucher	Fee Description	AR Number	Amount
762083	GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE ELECTRONIC NOI APPLICATON (REF 777647)		\$225.00
<b>TCEQ Amount:</b>			<b>\$225.00</b>

**Return to STEERS**

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt for your records.

Do not use Web browser Back button when filling out application.



### Activities

- I want to:
- a new, notice of change, renewal, delegation or termination application
  - an application by password

Or choose one or more pending applications below:

S E	Ref Number	App Type	Regulated Entity	Site Location	Customer	Status	Req
	777647	CNOI	Langdon Road Site	From the intersection of E. Langdon Road and Buena Vida Way continue east on Langdon Road for .3 miles, site entrance is on the left, Hutchins, 75241	WHISKEY RIVER LAND AND CATTLE COMPANY CORP	Ready To Submit	<input type="button" value=""/>

10

(1 of 1)

- 
- 
- 
- 
- 
-



**Fw: Maintenance Bond**

From william pletch <showcasepletch@yahoo.com>  
Date Thu 4/17/2025 1:15 PM  
To Mamun Yusuf <myusuf@cityofhutchins.org>

You don't often get email from showcasepletch@yahoo.com. [Learn why this is important](#)

Mr. Yusuf, Please find the attached email from the insurance group for the maintenance bond. He is thinking he would have hopefully by tomorrow but for sure on Monday. I am in Wilmer and was going to head back to your office in 20 minutes. Bill Pletch 469-230-6919

----- Forwarded Message -----

From: David Wittwer <davidwhiskeyriver25@gmail.com>  
To: william pletch <showcasepletch@yahoo.com>  
Sent: Thursday, April 17, 2025 at 12:54:34 PM CDT  
Subject: Fwd: Maintenance Bond

----- Forwarded message -----

From: **John Prochaska** <jprochaska@graygroupins.com>  
Date: Thu, Apr 17, 2025 at 12:44 PM  
Subject: Maintenance Bond  
To: David Wittwer <davidwhiskeyriver25@gmail.com>

David,

I have submitted your application for the maintenance bond for 250K for 0 Landon Road Huchins Texas.

I will update you with the progress as I find out.

**John Prochaska**  
Agency Manager

**The Gray Group Insurance Brokerage**  
111 N Preston Rd  
Gunter, TX 75058  
**Cell: (214) 926-5207**  
**Office: (903) 433-2365**  
www.graygroupins.com

**A Texas Veteran proudly serving your insurance needs**

## Fwd: Maintenance Bond

From: David Wittwer (davidwhiskeyriver25@gmail.com)

To: showcaseplech@yahoo.com

Date: Thursday, April 17, 2025 at 12:54 PM CDT

----- Forwarded message -----

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Date: Thu, Apr 17, 2025 at 12:44 PM

Subject: Maintenance Bond

To: David Wittwer <davidwhiskeyriver25@gmail.com>

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I will update you with the progress as I find out.

**John Prochaska**  
*Agency Manager*

***The Gray Group Insurance Brokerage***

*111 N Preston Rd*

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**Office: (903) 433-2365**

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

**A Texas Veteran proudly serving your insurance needs**











Mult-Fri +am-5pm / Sat +am-

# ! Notice!

We are now paying CASH  
for Clean Concrete!

Rubble concrete at our  
3002 post oak Rd, Willmer, TX

5 cy Trailer - \$20 / load

10 cy Trailer - \$30 / load

15 cy Trailer - \$35 / load

20 cy Trailer - \$50 / load

1/2 PRICE (MIXED)



# STAFF REPORT

---

**MEETING DATE:** March 16, 2026  
**MEETING TYPE:** City Council  
**SUBMITTED BY:** Stacey Hickson  
**AGENDA CAPTION:** Savvy Citizen Presentation

---

**Background Information** Presentation showing the emergency and non-emergency alerting and notification system for the City of Hutchins.

**Budget Implications** N/A

**Operational Impact** N/A

**Legal Review** N/A

**Staff Recommendation**

**Supporting Documentation and Attachments** Attached

# Introducing Savvy Citizen

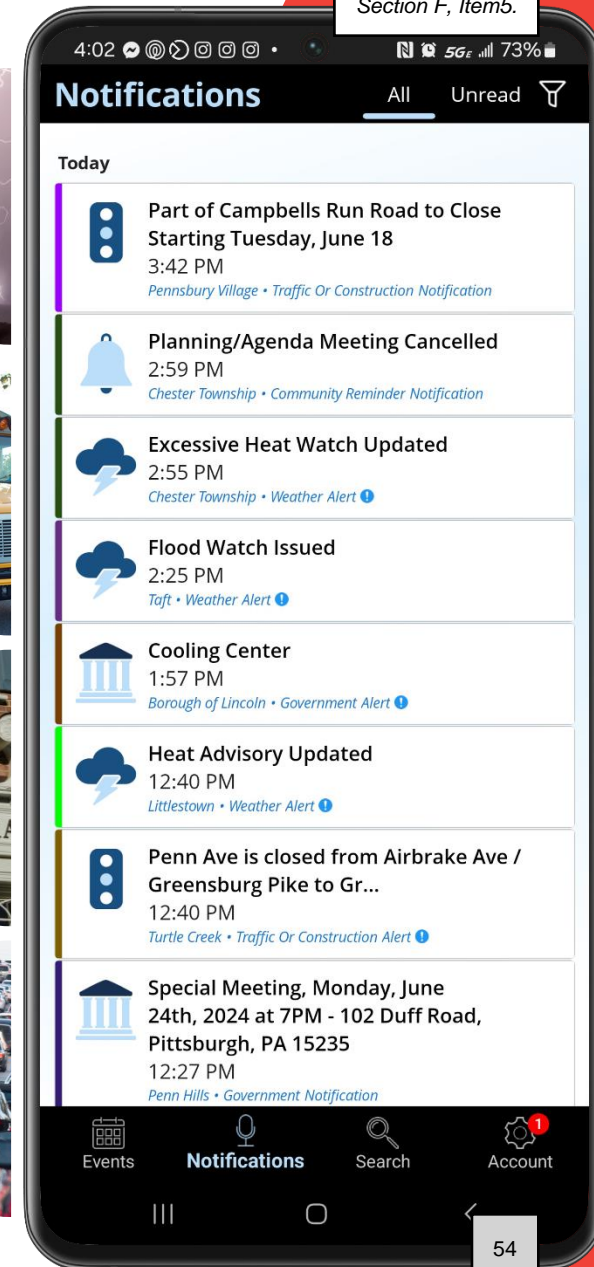
Powerful communication for local governments



Presentation for the Residents of the City of Hutchins



Powered by **msa** Management Science Associates, Inc.





# Welcome to Savvy Citizen, City of Hutchins!

Section F, Item 5.






The City of Hutchins now uses Savvy Citizen to send direct, real-time information to residents.

We encourage all residents, and neighbors, of Hutchins to sign up today for FREE.



# Residents can choose how to receive information

Residents can choose how they want to receive information from the City of Hutchins. They may download the app (push notification), or receive a text message or email.

Push Notifications	Text Messages	Website or E-mails
<p>Residents can download the free app and have information delivered directly to their smartphone.</p> 	<p>If you have a basic phone, no worries. You can opt in to receive text messages.</p> 	<p>Or residents can just use the website. They can sign up for emails if desired.</p> 



# Easy resident signup

Download the Savvy Citizen app (push notifications) for FREE:



OR



Scan on your phone camera

The Savvy Citizen app has the best user experience. Benefits of the app include instant access to notifications and calendar of events, as well as quick adjustment of settings for the information you receive.

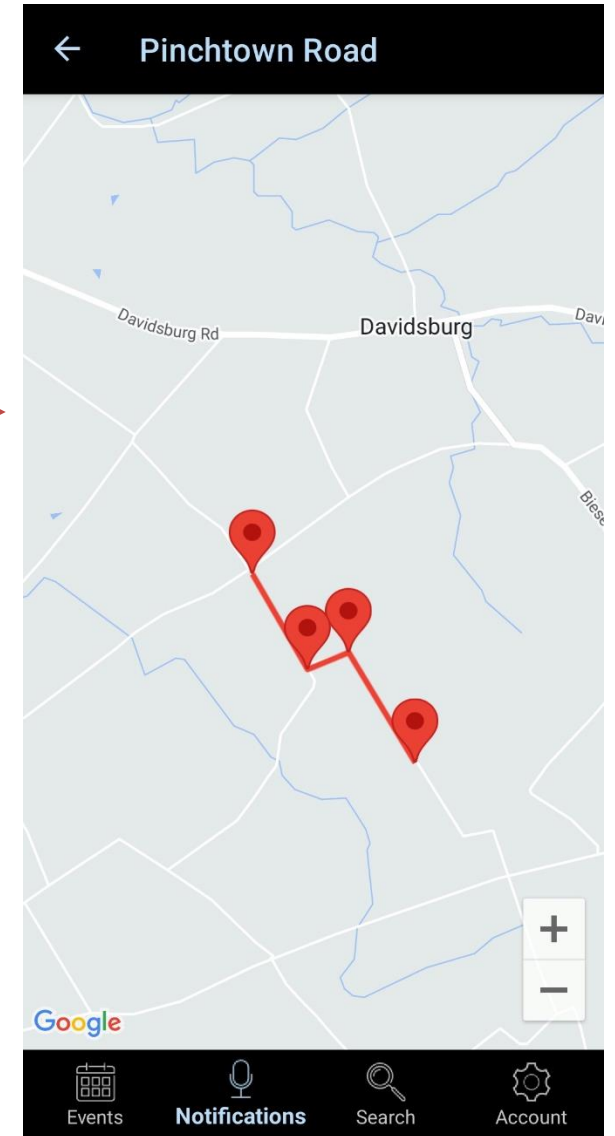
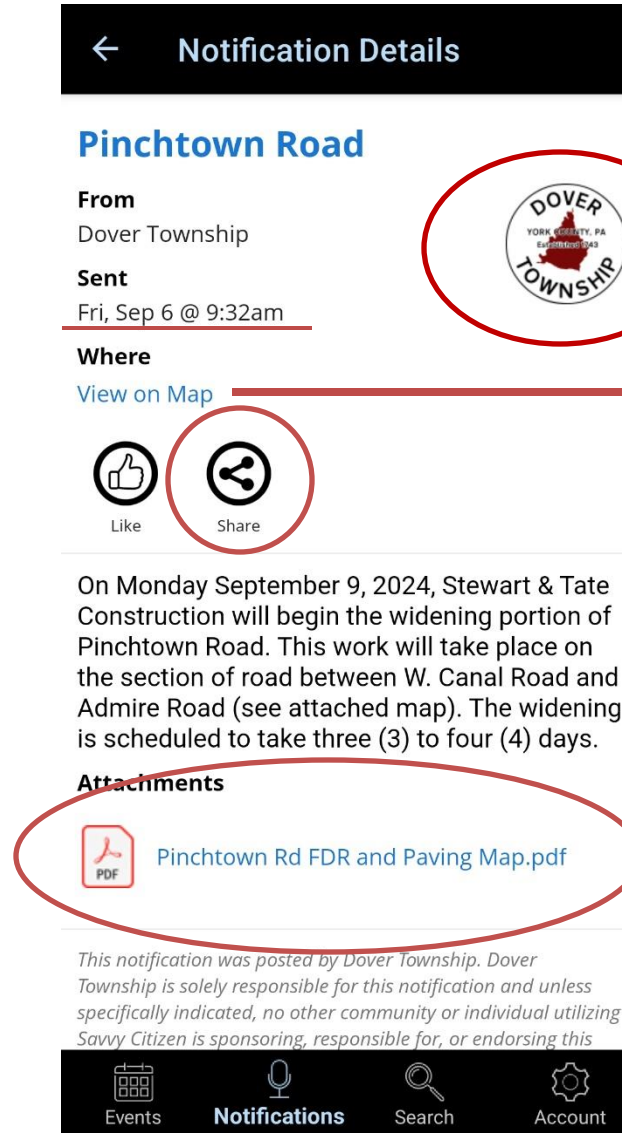
Or, visit our website for emails or text messages:

<https://savvycitizenapp.com/signup>



# Notification features

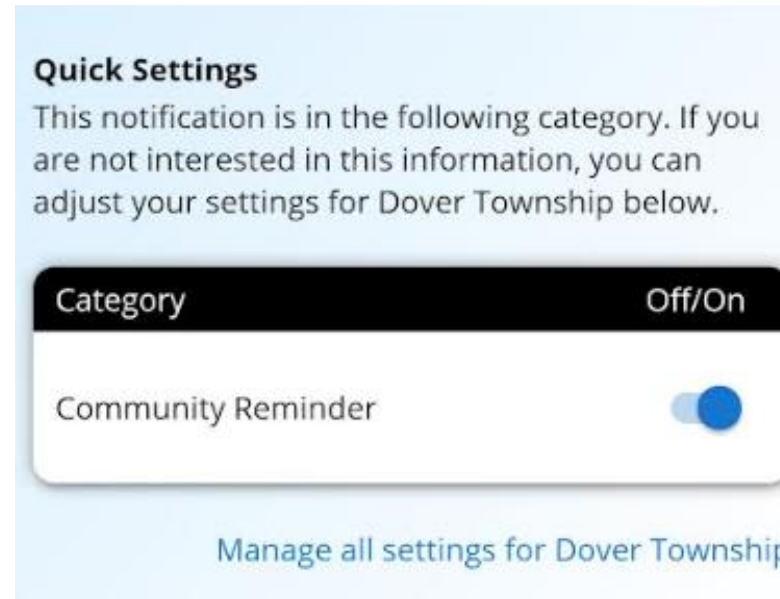
- ◆ This screenshot is an example of a **road closure** as seen via the Savvy Citizen App.
- ◆ Residents will see:
  - ◆ Who the notification is from
  - ◆ When it was sent
  - ◆ Details/description
  - ◆ Attachments can be sent
  - ◆ Ability to share this information with others via different channels
  - ◆ See the location displayed via Google Maps.





# Notification features – “Quick Settings”

Each notification and event contains the following “Quick Settings” section. If you receive a notification that does not interest you, you can easily turn off that category, so you do not receive those types of notifications again:

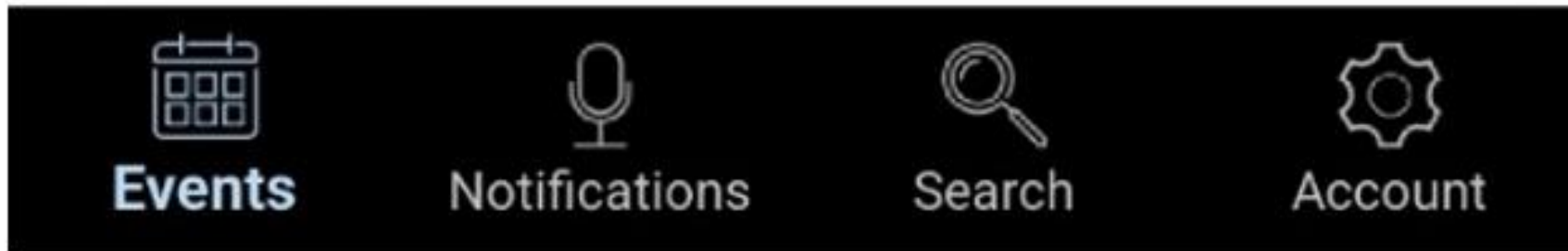


You can easily click “Manage all settings for City of Hutchins” to change other settings.



# Notification features (continued)

App navigation is very easy. In the footer of the app, residents can toggle between events, notifications and their account settings. They can also search for specific events and notifications.





# Event calendar

There are 3 types of calendar views available in the app: Agenda, Month and Week. Residents can click on an event to view more details about the event.

**Events** Agenda Month Week

June 19, 2024 - Wednesday

- 7pm Council Meeting  
Forest Hills

June 20, 2024 - Thursday

- All Day 2nd Quarter Sewage Due  
Forest Hills
- 7pm Environmental Advisory Council Meeting  
Forest Hills

June 21, 2024 - Friday

- 4pm Farmers Market  
Forest Hills

June 27, 2024 - Thursday

- 7pm Planning Commission Meeting  
Forest Hills

June 28, 2024 - Friday

- 4pm Farmers Market  
Forest Hills
- 7pm Free Outdoor Concert Aris Band  
Forest Hills

Events Notifications Search Account

**Events** Agenda Month Week

< June 2024 >

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27 1	28	29	30 1	31 1	1 1
2	3 1	4 1	5 1	6	7 1	8 1
9	10 1	11 1	12 1	13	14 1	15
16	17	18	19 1	20 2	21 1	22
23	24	25	26	27 1	28 2	29 1
30	1	2 1	3	4	5 1	6

Events Notifications Search Account

**Events** Agenda Month Week

June 2024

< 17 18 19 20 21 22 23 >

Mon Tue Wed Thu Fri Sat Sun

Wednesday, 6/19/2024

- 7pm Council Meeting  
Forest Hills

Thursday, 6/20/2024

- 12am 2nd Quarter Sewage Due  
Forest Hills
- 7pm Environmental Advisory Council Meeting  
Forest Hills

Friday, 6/21/2024

- 4pm Farmers Market  
Forest Hills

Events Notifications Search Account



# Become a Savvy Citizen today!

Feel free to message the Savvy Citizen support team through the app with any questions you may have.

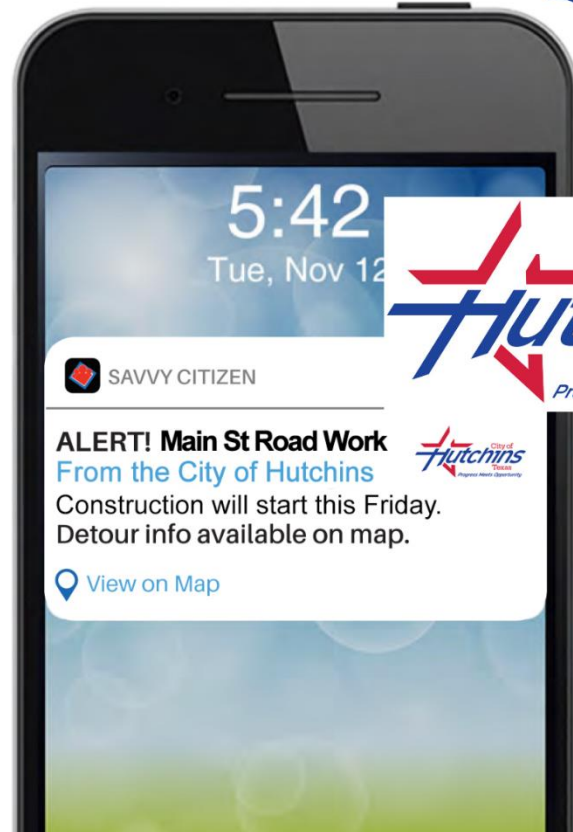
**Become a Savvy Citizen!**



## Want to know what's going on in the City of Hutchins?

Our new Savvy Citizen app will keep you better informed of important news and happenings in our city.

- Sign-up for Apple and Android users is simple and free. Become more savvy and receive useful updates, community news, and event reminders by downloading today.



or visit [SavvyCitizenApp.com](https://SavvyCitizenApp.com) for more info and download links



# STAFF REPORT

**MEETING DATE:** March 16, 2026

**MEETING TYPE:** City Council

**SUBMITTED BY:** Blake Moore

**AGENDA CAPTION:** Discuss and consider a rezone by John Gonzalez of RTG Capital for 904 S IH 45:  
**TRACT 2:** CONTAINING 10.4903 ACRES (456, 956 SQ.FT.) OF LAND, MORE OR LESS.  
**TRACT 3:** BEING A TRACT OF 5.000 ACRES OF LAND IN THE WILLIAM GATLIN SURVEY ABST. NO. 499, DALLAS COUNTY, TEXAS.  
**TRACT 4:** BEING A TRACT OF LAND SITUATED IN THE THOMAS FREEMAN SURVEY, ABSTRACT NO. 453, AND THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, AND SAID TRACT OF LAND BEING A PART OF TRACTS 1 AND 3 IN A WARRANTY DEED CONVEYED TO J.R. TO THE POINT OF BEGINNING AND CONTAINING 7.8516 ACRES (342,016 SQUARE FEET) OF LAND, MORE OR LESS.

Presented by: Chief Building Official Blake Moore

### Background Information

John Gonzalez of RTG Capital is looking at purchasing the LKQ property and has approached the city about rezoning and feels like it would be more suited for future tenants if the zoning of the property was changed from Highway Commercial (HC) to Light industrial (LI). Their focus is to attract **low-intensity, Light Industrial users** such as contractors, service based industrial tenants, or suppliers—that may require **incidental outdoor storage** without generating excessive traffic, noise, or nuisance impacts.

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

- Commercial fencing & gate systems
- Architectural metal / railings
- Precast architectural elements
- Decorative concrete / masonry products
- Shade structures & canopies
- Roofing systems manufacturers
- Commercial window & glazing suppliers
- Curtain wall / façade subcontractors

- Solar mounting systems (non-retail) Architectural millwork shops
- Truss or LVL component fabricators
- Custom cabinetry shops (commercial)
- Engineered wood products distributor
- Electrical apprenticeship programs
- Welding schools
- HVAC training centers
- Utility workforce training yards
- Electrical co-op staging
- Fiber maintenance yards
- Water district service centers
- Traffic signal maintenance facilities
- Agricultural equipment
- Compact construction equipment
- Trailers for sale only (not storage)
- Specialized vehicles (utility, service bodies)

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

- Comprehensive **site cleanup and maintenance**
- **Exterior paint** and aesthetic upgrades where applicable
- **Landscaping enhancements** along visible frontages and boundaries
- Continued upkeep of the **existing paved frontage**, which already provides approximately **132 striped parking spaces** for employees and customers and access to 27 warehouse bays.

As part of the rezone RTG Capital has agreed to annex the portions that are in the ETJ into the City Of Hutchins and replat the property. RTG Capital is also meeting the ZBOA to ask for a variance to the special off street parking provisions in the ordinance to ask for relief on paving the entire site to instead create lanes for trucks to pull up and unload.

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

**Budget Implications**

N/A

**Operational Impact**

N/A

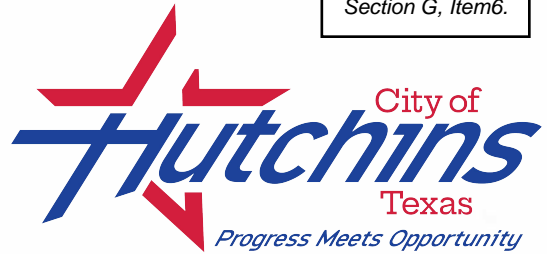
**Legal Review**

N/A

**Staff Recommendation**

Staff Recommends Approval

**Supporting Documentation and Attachments**



# 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: Multiple Addresses - See Attached	Existing Use: Vacant - Auto Salvage
Lot(s): Multiple Legal Descriptions - See Attached	Current Zoning: Highway Commercial (HC)- SUP Auto Storage Facility
# of Acres: 28.3	# of Lots: 5 total
	# of Units: N/A

## APPLICANT INFORMATION

Name: John Gonzalez	Company: RTG Capital
Mailing Address: 8235 Douglas Ave., Suite 350	
City: Dallas	State: TX
	Zip: 75225
Phone: 214.578.1760	Email: jgonzalez@rtgcapital.com

## OWNER INFORMATION

Name: Robert Gunby	Company: RTG Capital
Mailing Address: 8235 Douglas Ave. Suite 350	
City: Dallas	State: TX
	Zip: 75225
Phone:	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: \$750 \_\_\_\_\_

**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.

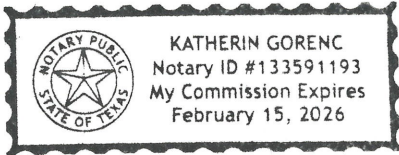
Owner's Signature: Robert T. Gunby Date: 12/19/25

STATE OF TEXAS

COUNTY OF: Dallas

BEFORE ME, a Notary Public, on this day personally appeared Robert T. Gunby 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 19th day of December, 2025.



[Signature]  
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: \_\_\_\_\_

### LKQ Addresses and Legal Description

1300 IH-45 – Highway Commercial

- 1: THOMAS FREEMAN ABST 453 PG 497
- 2: TR 18.2 **ACS 7.8516**
- 3:
- 4: VOL99182/1912 DD09081999 CO-DC

904 S IH-45 – Highway Commercial Zoning

- 1: WILLIAM GATLIN ABST 499 PG 811
- 2: TR 49 **ACS 10.4903**
- 3:
- 4: VOL2004035/03224 DD02112004 CO-DC
- 5: 0499811104900 2CU04998111

1310 S IH-45 - Highway Commercial Zoning

- 1: WILLIAM GATLIN ABST 499 PG 811
- 2: TR 48 **ACS 5.00**
- 3:
- 4: INT200600189049 DD04192006 CO-DC

## Current Legal Description <sup>1</sup>

### TRACT 2:

BEING A TRACT OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS AND BEING A TRACT OF LAND CONVEYED TO T.S. MILLER, LTD., RECORDED IN VOLUME 98237, PAGE 5044, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID MILLER TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF S. INTERSTATE 45 (300' R.O.W.), SAID POINT BEING N 22°46'00" W 891.33 FT. FROM THE NORTHWEST CORNER OF MILTON TRUCK LINE ADDITION, AN ADDITION TO THE CITY OF HUTCHINS RECORDED IN VOLUME 93117, PAGE 1437, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE N 22°46'00" W, ALONG THE NORTHEAST LINE OF SAID S. INTERSTATE 45, A DISTANCE OF 490.64 FT. TO A 3/4 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID MILLER TRACT;

THENCE N 59°40'00" E, LEAVING THE NORTHEAST LINE OF SAID S. INTERSTATE 45 AND ALONG THE NORTH LINE OF SAID MILLER TRACT, A DISTANCE OF 910.50 FT. TO A 1/2 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF SAID MILLER TRACT;

THENCE S 27°48'00" E, ALONG THE EAST LINE OF SAID MILLER TRACT, A DISTANCE OF 494.49 FT. TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID MILLER TRACT;

THENCE S 60°07'33" W, ALONG THE SOUTH LINE OF SAID MILLER TRACT, A DISTANCE OF 953.28 FT. TO THE POINT OF BEGINNING AND CONTAINING 10.4903 ACRES (456, 956 SQ. FT.) OF LAND, MORE OR LESS.

### TRACT 3:

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

---

<sup>1</sup> See Attached Survey to tie out legal descriptions and tract numbers. Subject will be re-platted subject to zoning change approval.

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN TRACT OF LAND DESCRIBED IN DEED TO T.F. CAMPBELL IN VOLUME O, PAGE 321, DEED RECORDS, DALLAS COUNTY, TEXAS, A FENCE CORNER;

THENCE NORTH 27 DEGREES 48 MINUTES WEST, ALONG THE NORTHEAST LINE OF SAID CAMPBELL TRACTS, 431.69 FEET, TO THE POINT OF BEGINNING OF THE 5.000 ACRE TRACT DESCRIBED HEREIN;

THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, 993.15 FEET TO A POINT IN THE NORTHEAST LINE OF U.S. HIGHWAY NO. 75;

THENCE NORTH 22 DEGREES 46 MINUTES 00 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID HIGHWAY, 223.27 FEET;

THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, 973.55 FEET TO THE NORTHEAST LINE OF SAID CAMPBELL TRACT;

THENCE SOUTH 27 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID CAMPBELL TRACT, 221.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.000 ACRES OF LAND.

**TRACT 4:**

BEING A TRACT OF LAND SITUATED IN THE THOMAS FREEMAN SURVEY, ABSTRACT NO. 453, AND THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, AND SAID TRACT OF LAND BEING A PART OF TRACTS 1 AND 3 IN A WARRANTY DEED CONVEYED TO J.R.

MARRIOTT AND B.O. MARRIOTT RECORDED IN VOLUME 85121, PAGE 5536, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2 INCH IRON ROD WITH ALBERT HALFF CAP AT THE SOUTHWEST CORNER OF SAID TRACT 3, SAID POINT BEING NORTH 60 DEGREES 45 MINUTES 34 SECONDS EAST, 69.56 FEET FROM A FOUND 3/4 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF INTERSTATE HIGHWAY 45 (300 FOOT R.O.W.), SAID BEGINNING POINT ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO D.R. TURNER, DATED 5/25/66, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 18 DEGREES 08 MINUTES 43 SECONDS WEST, (DEED-NORTH 18 DEGREES 52 MINUTES WEST), ALONG THE COMMON LINE OF SAID TRACT 3 AND SAID TURNER TRACT, A DISTANCE OF 188.28 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF RAWLINS BRANCH;

THENCE ALONG THE CENTERLINE OF RAWLINS BRANCH THE FOLLOWING CALLS:

THENCE NORTH 80 DEGREES 50 MINUTES 15 SECONDS EAST, A DISTANCE OF 229.82 FEET TO A POINT FOR CORNER; THENCE NORTH 11 DEGREES 59 MINUTES 48 SECONDS EAST, A DISTANCE OF 136.39 FEET TO A POINT FOR CORNER; THENCE NORTH 16 DEGREES 44 MINUTES 04 SECONDS EAST, A DISTANCE OF 439.13 FEET TO A POINT FOR CORNER; THENCE NORTH 38 DEGREES 27 MINUTES 41 SECONDS EAST, A DISTANCE OF 110.67 FEET TO A POINT FOR CORNER; THENCE NORTH 3 DEGREES 54 MINUTES 23 SECONDS WEST, A DISTANCE OF 41.11 FEET TO A POINT FOR CORNER; THENCE SOUTH 88 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 91.86 FEET TO A POINT FOR CORNER; THENCE SOUTH 75 DEGREES 38 MINUTES 29 SECONDS EAST, A DISTANCE OF 146.23 FEET TO A POINT FOR CORNER;

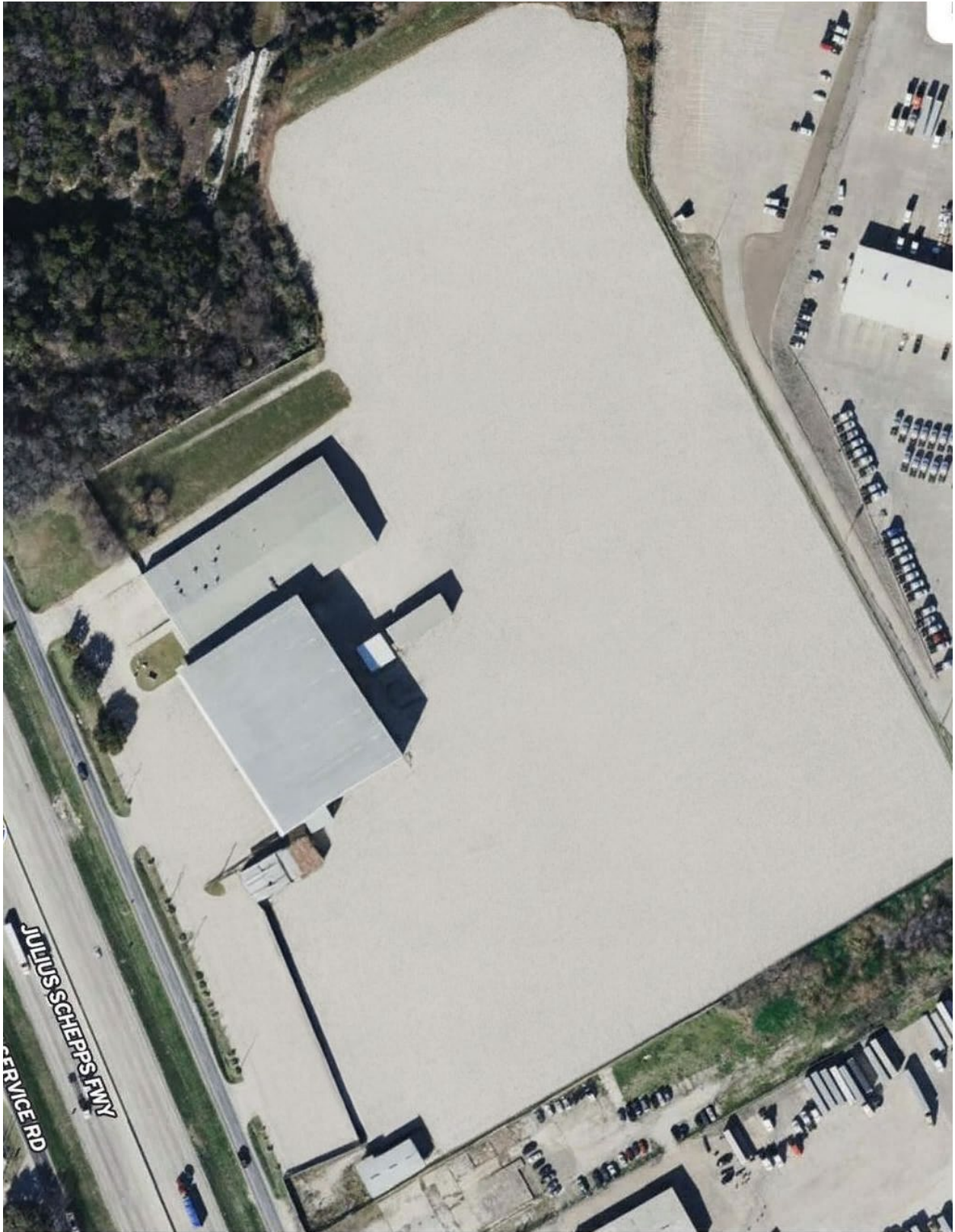
THENCE SOUTH 62 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 167.88 FEET TO A POINT FOR CORNER ON A SOUTHEAST LINE OF SAID TRACT 1;

THENCE SOUTH 3 DEGREES 23 MINUTES 08 SECONDS WEST, (DEED-SOUTH 2 DEGREES 45 MINUTES WEST), LEAVING THE

CENTERLINE OF SAID RAWLINS BRANCH AND ALONG A SOUTHEAST LINE OF SAID TRACT 1, A DISTANCE OF 395.10 FEET TO A FOUND THREADED IRON ROD FOR THE SOUTHEAST CORNER OF SAID TRACT 1, SAID POINT ALSO BEING ON THE NORTHEAST LINE OF SAID MILLER TRACT;

THENCE SOUTH 62 DEGREES 44 MINUTES 54 SECONDS WEST, ALONG THE COMMON LINE OF SAID TRACTS 1 AND 3 WITH SAID MILLER TRACT, A DISTANCE OF 840.96 FEET (DEED-848.00 FEET), TO THE POINT OF BEGINNING AND CONTAINING 7.8516 ACRES (342,016 SQUARE FEET) OF LAND, MORE OR LESS.

Site Plan



### Concept Plan



# Aerial Photo (Surrounding Uses)





**Zoning Request Letter**  
*(Light Industrial with Outdoor Storage / Paving Waiver Request)*

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

RE: Former LKQ Site - 1300 IH-45 - Rezoning Application

To Whom It May Concern:

We respectfully submit this request for a zoning change to **Light Industrial (LI) with outdoor storage**, along with a **waiver of the full-site paving requirement**, for the subject property located within the City of Hutchins.

**Project Summary**

The LKQ Former Site currently consists of a ±87,000 square foot warehouse facility situated on 28.3 acres along Interstate 45 in Hutchins, TX, a strategic infill location with excellent access to I-20 and I-45. The asset includes two distinct areas: ±41,000 SF serviced by 7 grade-level doors and ±46,000 SF with 20 dock-high doors. With 40' clear height, secured perimeter fencing, a stabilized yard, and zoning that permits outside storage, **the property is well-suited for logistics, transportation, and industrial users**. The facility benefits from its interstate frontage and significant yard-to-building ratio. The location and site characteristics are ideal for tenants requiring both warehousing and large-format outdoor storage

The site has been **vacant for over a year** and currently represents an underutilized asset within an established industrial corridor. Our objective is to tenant the property with **low-impact, well-maintained light industrial users** that are compatible with the City’s long-term land use goals while improving the appearance and functionality of the site.

**Site Improvements & Commitments**

We are committed to working collaboratively with the City, and we are willing to undertake the following improvements as part of this zoning request:

- Comprehensive **site cleanup and maintenance**
- **Exterior paint** and aesthetic upgrades where applicable
- **Landscaping enhancements** along visible frontages and boundaries
- Continued upkeep of the **existing paved frontage**, which already provides approximately **132 striped parking spaces** for employees and customers and access to 27 warehouse bays.

These improvements will materially enhance the site’s visual quality and ensure it reflects positively on the surrounding area.

**Intended Uses**

Our focus is to attract **low-intensity, Light Industrial users** such as contractors, service-based industrial tenants, or suppliers—that may require **incidental outdoor storage** without generating excessive traffic, noise, or nuisance impacts.

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

<ul style="list-style-type: none"> <li>• Commercial fencing &amp; gate systems</li> <li>• Architectural metal / railings</li> <li>• Precast architectural elements</li> <li>• Decorative concrete / masonry products</li> <li>• Shade structures &amp; canopies</li> <li>• Roofing systems manufacturers</li> <li>• Commercial window &amp; glazing suppliers</li> <li>• Curtain wall / façade subcontractors</li> <li>• Solar mounting systems (non-retail)</li> <li>• Architectural millwork shops</li> <li>• Truss or LVL component fabricators</li> <li>• Custom cabinetry shops (commercial)</li> </ul>	<ul style="list-style-type: none"> <li>• Engineered wood products distributor</li> <li>• Electrical apprenticeship programs</li> <li>• Welding schools</li> <li>• HVAC training centers</li> <li>• Utility workforce training yards</li> <li>• Electrical co-op staging</li> <li>• Fiber maintenance yards</li> <li>• Water district service centers</li> <li>• Traffic signal maintenance facilities</li> <li>• Agricultural equipment</li> <li>• Compact construction equipment</li> <li>• Trailers for sale only (not storage)</li> <li>• Specialized vehicles (utility, service bodies)</li> </ul>
--	--

**Specific Use Permits (SUP)s**

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

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

**Outdoor Storage & Paving Waiver Request**

The City has indicated a preference or potential ordinance requirement for **full-site concrete paving**. We believe that concrete paving will not help facilitate the desired uses, and moreover may inhibit the desired tenancy. We respectfully request a **variance or waiver** from this requirement for the portions of the site intended for outdoor storage.

The reasoning is practical and site-specific:

- The existing **crushed aggregate base is extremely compacted, stable, and in good condition**, and is better suited to the intended use.
- The outdoor storage areas are intended primarily for **material laydown**, not vehicle circulation or parking.
- Full concrete paving in these areas would be **functionally counterproductive**, as heavy materials and repeated loading activity would rapidly damage the pavement.
- Retaining aggregate in these areas allows flexibility for future tenants while avoiding unnecessary infrastructure costs that may provide no public benefit.
- Importantly, the **frontage and operational parking areas are already paved**, maintaining a clean and orderly appearance along public rights-of-way.

**Use Clarifications**

We want to be clear regarding intended uses:

- **No truck or trailer storage** is proposed as part of this zoning request.
- The City has expressed that it does not desire truck- or trailer-storage oriented businesses at this location, and we fully respect and align with that position.

Our focus is on **attractive, low-intensity Light Industrial users**—such as contractors, service-based industrial tenants, or suppliers—that may require **incidental outdoor storage** without generating excessive traffic, noise, or nuisance impacts.

**Conclusion**

This request represents a balanced approach: it **reactivates a long-vacant property**, improves site aesthetics, respects the City’s policy direction, and allows practical flexibility for Light Industrial users without overbuilding or over-paving the site.

We believe the proposed zoning and paving waiver are **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,

  
John Gonzalez  
RTG Capital  
8235 Douglas Ave., Suite 350  
Dallas, TX 75225  
Ph: [214.578.1760](tel:214.578.1760)  
Email: [jgonzalez@rtgcapital.com](mailto:jgonzalez@rtgcapital.com)

**As-Built Survey**

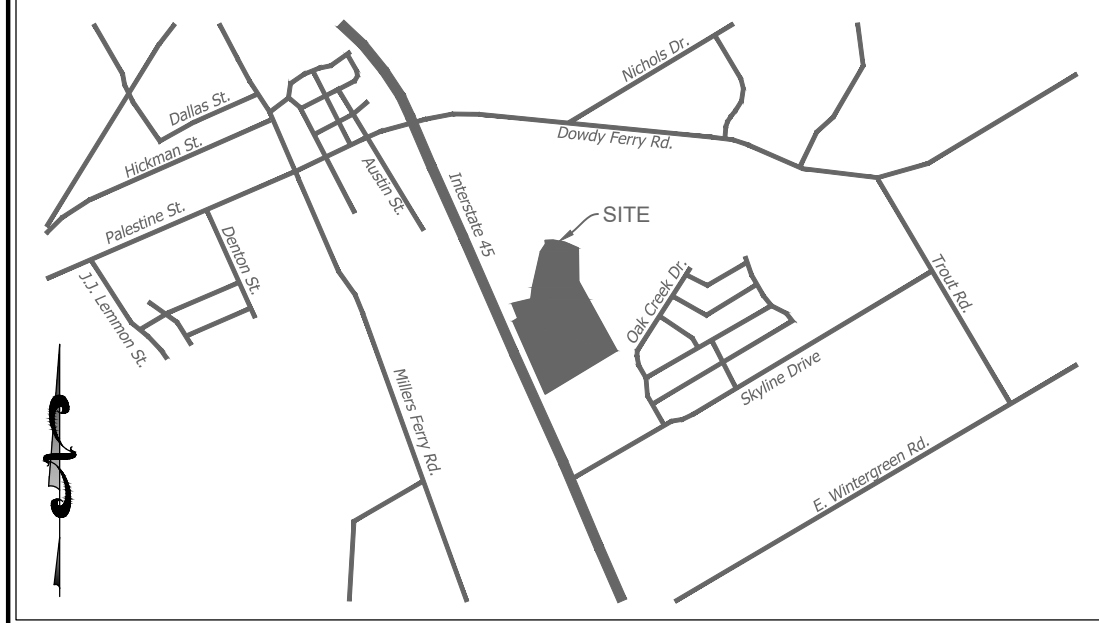
ITEMS CORRESPONDING TO SCHEDULE B-II

- The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
THE FOLLOWING AFFECTS TRACTS 1, 2 AND 3
Easement: Electric transmission and distribution
Recorded: 11/14/1933 in Volume 1817, Page 566, of the Deed Records, Dallas County, Texas.
Unable to determine location given provided document information.
Easement: Electric transmission and distribution
Recorded: 3/5/1935 in Volume 1873, Page 603, of the Deed Records, Dallas County, Texas.
Unable to determine location given provided document information.
Easement: Electric transmission and/or distribution
Recorded: 7/8/1948 in Volume 3001, Page 95, of the Deed Records, Dallas County, Texas.
Unable to determine location given provided document information.
Easement: Electric transmission and/or distribution
Recorded: 1/18/1949 in Volume 3081, Page 488, of the Deed Records, Dallas County, Texas.
Unable to determine location given provided document information.
Easement: Communication systems
Recorded: 5/10/1950 in Volume 3301, Page 399, of the Deed Records, Dallas County, Texas.
Not shown, blanket in nature; Unable to identify location of easement.
Easement: Communication systems
Recorded: 5/15/1950 in Volume 3304, Page 600, of the Deed Records, Dallas County, Texas.
Not shown, blanket in nature; Unable to identify location of easement.
Easement: Communication systems
Recorded: 8/16/1950 in Volume 3360, Page 108, of the Deed Records, Dallas County, Texas.
Not shown, does not affect.
Easement: Communication systems
Recorded: 8/16/1950 in Volume 3360, Page 110, of the Deed Records, Dallas County, Texas.
Not shown, does not affect.
THE FOLLOWING AFFECTS TRACT 1 ONLY
Mineral and/or royalty interest
Recorded: 1/12/2012 in County Clerk's File No. 201200009798 of the Official Public Records of Dallas County, Texas.
Not shown, blanket in nature.
THE FOLLOWING AFFECTS TRACT 3 ONLY
Easement: Overhead electric supply and communications lines
Recorded: 9/2/1992 in Volume 92172, Page 87, of the Real Property Records, Dallas County, Texas.
Shown hereon.
THE FOLLOWING AFFECTS TRACT 4 ONLY
Easement: Drainage
Recorded: 10/10/1977 in Volume 77202, Page 754, of the Real Property Records, Dallas County, Texas.
Not shown, does not affect.
Easement: Communication systems
Recorded: 10/10/1977 in Volume 77202, Page 771, of the Real Property Records, Dallas County, Texas.
Not shown, does not affect.
Terms, conditions, provisions and stipulations contained in the document entitled Affidavit to the Public evidencing an on-site wastewater treatment system or on-site sewage facility (OSSF), as recorded on 12/28/1999, in Volume 99256, Page 2475, Real Property Records, Dallas County, Texas.
Not shown, blanket in nature.

ZONING INFORMATION

Table with 3 columns: Item, Required, Conforming Y/N. Row 1: FRONT SETBACK, LI: 50 FEET, YES. Row 2: SIDE/REAR SETBACK, LI: 25 FEET, YES. Row 3: BUILDING HEIGHT, LI: 3 stories/45 FEET; HC: 8 stories, YES. Row 4: MINIMUM LOT AREA, LI: 20,000 SF; HC: 10,000 SF, YES. Row 5: MINIMUM LOT WIDTH, LI: 100 FEET; HC: 80 FEET, YES. Row 6: MAXIMUM LOT COVERAGE, LI: 65%; HC: 50%, YES. Row 7: PARKING, 1 per 500 SF (min. 5); 1 truck; 1 bay; 1 tow, YES.

VICINITY MAP - NOT TO SCALE



UTILITY NOTE

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that utilities are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

MISCELLANEOUS NOTES

- MN1 Survey prepared by Golden Land Surveying, 4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120, (405) 802-7883, troy@goldens.com.
MN2 Pursuant to Table A Item 2, The address of 904, 1080, 1300 & 1310 S. Interstate 45 Service Road, Hutchins, Texas 75141 was posted on signage on the surveyed property.
MN3 Pursuant to Table A Item 4, The surveyed property contains a total area of 1,233,670 Sq. Ft. or 28.3212 Acres, more or less.
MN4 Only observable surface and above ground structures were located. No underground improvements, such as foundation footings, located. All dimensions shown are in feet and decimals thereof.
MN5 The Property has direct access to S. Interstate 45 Service Road, being a dedicated public street.
MN6 Pursuant to Table A Item 9, The total number of striped parking spaces on the subject property is 153, including 2 designated handicap spaces.
MN7 Pursuant to Table A Items 10, There are no division or party walls with respect to adjoining properties.
MN8 Pursuant to Table A Item 13, Adjoiner information shown hereon was obtained from the county's property appraiser web site.
MN9 The surveyor was not provided with a specified street from the client pursuant to Table A Item 14. The intersection of S. Interstate 45 Service Road and Skyline Drive is located 1009' from the S/E corner of subject property.
MN10 Pursuant to Table A Item 16, There is no observed evidence of current earth moving work, building construction or building additions.
MN11 Pursuant to Table A Item 17, There are no proposed changes in street right of way lines, to the best of my knowledge. There is no observed evidence of recent street or sidewalk construction or repairs.
MN12 Pursuant to Table A Item 18, Plottable easement or servitudes provided to the surveyor are shown hereon.
MN13 At the time of the survey, there was no observed evidence of substantial areas of refuse.
MN14 Ownership of fences, if any, was not determined under the scope of this survey.
MN15 At the time of this survey, there was no observable evidence of site use as a burial ground or cemetery.
MN16 The parcels are contiguous along their common boundary lines with no gaps, gores or strips.
MN17 A assumed bearing of North 23° 51' 05" East as the Southwest line of the subject property per Texas State Plane Grid Texas North Central was used as the basis of bearing for this survey.
MN18 All unit of measurements are US Survey feet (Ground).

RECORD DESCRIPTION

TRACT 1: BEING A TRACT OF 5.000 ACRES OF LAND IN THE WILLIAM GATLIN SURVEY ABST. NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF A CERTAIN TRACT OF LAND AS DESCRIBED IN DEED TO T.F. CAMPBELL, RECORDED IN VOLUME L, PAGE 412 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND SAID 5.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN TRACT OF LAND DESCRIBED IN DEED TO T.F. CAMPBELL RECORDED IN VOLUME O, PAGE 321, DEED RECORDS, DALLAS COUNTY, TEXAS, AN IRON ROD AT A FENCE CORNER; THENCE N 27° 48' 00" W, ALONG AN OLD FENCE AND HEDGE ON THE NORTHEAST LINES OF SAID CAMPBELL TRACTS, 653.35 FT. TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN;
THENCE S 60° 00' 00" W, 973.55 FT. TO A POINT IN THE NORTHEAST LINE OF US HIGHWAY NO. 75;
THENCE N 22° 46' 00" W, ALONG THE NORTHEAST LINE OF SAID HIGHWAY, 227.85 FT;
THENCE N 60° 00' 00" E, 953.54 FT. TO A POINT IN THE NORTHEAST LINE OF SAID CAMPBELL TRACT, THENCE S 27° 48' 00" E, ALONG THE NORTHEAST LINE OF SAID CAMPBELL TRACT, 226.21 FT. TO THE POINT OF BEGINNING AND CONTAINING 5.000 ACRES OF LAND.
SAID PROPERTY ALSO BEING DESCRIBED AS FOLLOWS:
BEING A 5.00 ACRE TRACT OF LAND SITUATED IN THE WILLIAM GATLIN 1,476.13 ACRE SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TOMMIE LOIS PHELPS, AS RECORDED IN INSTRUMENT NO. 201100189400, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A FOUND 1/2-INCH IRON ROD AT THE WEST CORNER OF SAID PHELPS TRACT AND THE SOUTH CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO LKQ AUTO PARTS OF NORTH TEXAS, L.P., AS RECORDED IN VOLUME 2004035, PAGE 3224, SAID DEED RECORDS, SAID IRON ROD BEING ON THE NORTHEAST LINE OF INTERSTATE 45 S.;
THENCE NORTH 60° 00' 00" EAST, A DISTANCE OF 953.54 FEET ALONG THE COMMON LINE OF SAID PHELPS AND LKQ TRACTS TO A POINT FROM WHICH A FOUND 1/2-INCH IRON ROD BEARS NORTH 81° 01' 12" EAST, A DISTANCE OF 0.64 OF ONE FOOT, SAID POINT BEING THE NORTH CORNER OF SAID PHELPS TRACT AND THE EAST CORNER OF SAID LKQ TRACT, AND BEING ON THE SOUTHWEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO COVENANT TRANSPORT, INC., AS RECORDED IN VOLUME 2003078, PAGE 12512, SAID DEED RECORDS;
THENCE SOUTH 27° 48' 00" WEST, A DISTANCE OF 226.21 FEET ALONG THE COMMON LINE OF SAID PHELPS AND COVENANT TRANSPORT TRACTS TO A SET 1/2-INCH IRON ROD AT THE EAST CORNER OF SAID PHELPS TRACT AND THE NORTH CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO LKQ AUTO PARTS OF NORTH TEXAS, L.P., AS RECORDED IN INSTRUMENT NO. 200600189049, SAID DEED RECORDS;
THENCE SOUTH 60° 00' 00" WEST, A DISTANCE OF 973.55 FEET ALONG THE COMMON LINE OF SAID PHELPS AND LKQ (200600189049) TRACTS TO A UTILITY POLE AT THE SOUTH CORNER OF SAID PHELPS TRACT AND THE WEST CORNER OF SAID LKQ TRACT (200600189049), SAID POLE BEING ON THE AFORESAID NORTHEAST LINE OF INTERSTATE 45 S.;
THENCE NORTH 22° 46' 00" WEST (BASIS OF BEARING FROM AFORESAID DEED 201100190400), A DISTANCE OF 227.85 FEET ALONG SAID NORTHEAST LINE TO THE POINT OF BEGINNING AND CONTAINING 217.797 SQUARE FEET OR 5.00 ACRES OF LAND.
TRACT 2: BEING A TRACT OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS AND BEING A TRACT OF LAND CONVEYED TO T. S. MILLER, LTD., RECORDED IN VOLUME 98237, PAGE 6044, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID MILLER TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF S. INTERSTATE 45 (300' R.O.W.), SAID POINT BEING N 22°46'00" W 891.33 FT. FROM THE NORTHWEST CORNER OF MILTON TRUCK LINE ADDITION, AN ADDITION TO THE CITY OF HUTCHINS RECORDED IN VOLUME 93117, PAGE 1437, MAP RECORDS, DALLAS COUNTY, TEXAS;
THENCE N 22°46'00" W, ALONG THE NORTHEAST LINE OF SAID S. INTERSTATE 45, A DISTANCE OF 490.64 FT. TO A 3/4 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID MILLER TRACT;
THENCE N 89°40'00" E, LEAVING THE NORTHEAST LINE OF SAID S. INTERSTATE 45 AND ALONG THE NORTH LINE OF SAID MILLER TRACT, A DISTANCE OF 910.50 FT. TO A 1/2 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF SAID MILLER TRACT;
THENCE S 27°48'00" E, ALONG THE EAST LINE OF SAID MILLER TRACT, A DISTANCE OF 494.49 FT. TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID MILLER TRACT;
THENCE S 60°07'33" W, ALONG THE SOUTH LINE OF SAID MILLER TRACT, A DISTANCE OF 953.28 FT. TO THE POINT OF BEGINNING AND CONTAINING 10.4903 ACRES (456, 956 SQ. FT.) OF LAND, MORE OR LESS.

LEGEND OF SYMBOLS & ABBREVIATIONS

- POWER POLE, LIGHT POLE, GUY ANCHOR, ELECTRIC METER, ELECTRIC BOX, ELEC. TRANSFORMER, ELEC. MANHOLE, ELEC. PEDESTAL, ELEC. PULL BOX, SPOT LIGHT, SANITARY SEWER MANHOLE, SANITARY SEWER CLEANOUT, STORM SEWER MANHOLE, TELEPHONE MARKER, TELEPHONE RISER, TELEPHONE MANHOLE, TELEPHONE PULL BOX, CABLE TV PEDESTAL, CABLE TV MARKER, CABLE TV PULL BOX, FIBER OPTIC MARKER, IRRIGATION CONTROL VALVE, SPRINKLER HEAD, BOLLARD, FIRE DEPARTMENT CONNECT, PROPANE TANK, WATER LINE, GAS LINE, SANITARY SEWER LINE, TELEPHONE LINE, ELECTRIC LINE, OVERHEAD POWERLINE, BARBED WIRE FENCE, IRON FENCE, S.I.P.-SET IRON PIN, I.P.-IRON PIN, F.I.P.-FOUND IRON PIN, H.C.-HANDICAP, R.C.P.-REINFORCED CONCRETE PIPE, B.U.L.-BUILDING LIMIT LINE, U.E.-UTILITY EASEMENT.
GAS METER, GAS VALVE, GAS MARKER, OIL PIPELINE MARKER, SIGN, FIRE HYDRANT, WATER MANHOLE, WATER VALVE, WATER METER, DOWN SPOUT, AIR CONDITIONER, TRAFFIC SIGNAL, TRAFFIC SIGNAL BOX, PEDESTRIAN CROSSING SIGNAL, GREASE TRAP, MAIL BOX, FLAG POLE, SECTION CORNER, QUARTER CORNER, SET IRON PIN W/CAP, SET MAG NAIL W/WASHER, FOUND MONUMENT, RIGHT OF WAY MARKER, TREE, BUSH, YARD HYDRANT/SPICKET, BENCHMARK, FIBER OPTIC LINE, PROPERTY LINE, LOT LINE, EASEMENT LINE, SECTION LINE, CHAIN LINK FENCE, WOOD PANEL FENCE, GUARD RAIL, CGMP-CORRUGATED METAL PIPE, RCP-REINFORCED CONCRETE PIPE, U/E-UTILITY EASEMENT.
NOTE: ALL MONUMENTS SET ARE CAPPED 1/2" IRON PINS OR MAG NAILS WITH WADERS BOTH BEING STAMPED "D&E RPLS 6904" UNLESS NOTED OTHERWISE.

FLOOD NOTE

Pursuant to Table A Item 3, Said described property is, by graphical plotting only, located within an area having a Zone Designation "X", "AE", & "Floodway" by FEMA, on Flood Insurance Rate Map No. 48113C0514L, dated 7/7/2014, and is in a special flood hazard area. No field surveying was performed to determine this zone.

PROJECT REVISION RECORD

Table with 4 columns: DATE, DESCRIPTION, DATE, DESCRIPTION. Row 1: 02/08/2024, FIRST DRAFT, , . Row 2: 02/16/2024, NETWORK COMMENTS, , . Row 3: 02/21/2024, ZONING, , . Row 4: FIELD WORK, DRAFTED: BT, CHECKED BY: TD, FB & PG.

SIGNIFICANT OBSERVATIONS

No significant observations were made at the time of the survey.

LEGAL

THIS SURVEY WAS PREPARED FOR THE PURPOSE OF THIS REAL ESTATE TRANSACTION ONLY AND NO FURTHER PARTIES OTHER THAN THOSE CERTIFIED ABOVE SHALL RELY ON IT FOR ANY OTHER PURPOSE OR TRANSACTION

ALTA/NSPS LAND TITLE SURVEY

for Alterra - Hutchins NV5 Project No. 202304488-001

904, 1080, 1300 & 1310 S. Interstate 45 Service Road, Hutchins, TX 75141

Based upon Title Commitment No. 23-1550-TX of First American Title Insurance Company Bearing an effective date of November 21, 2023

Surveyor's Certification

To: First American Title Insurance Company; and Bock & Clark Corporation, an NV5 Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed on 2/6/2024.

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 3, Land Title Survey.

PRELIMINARY

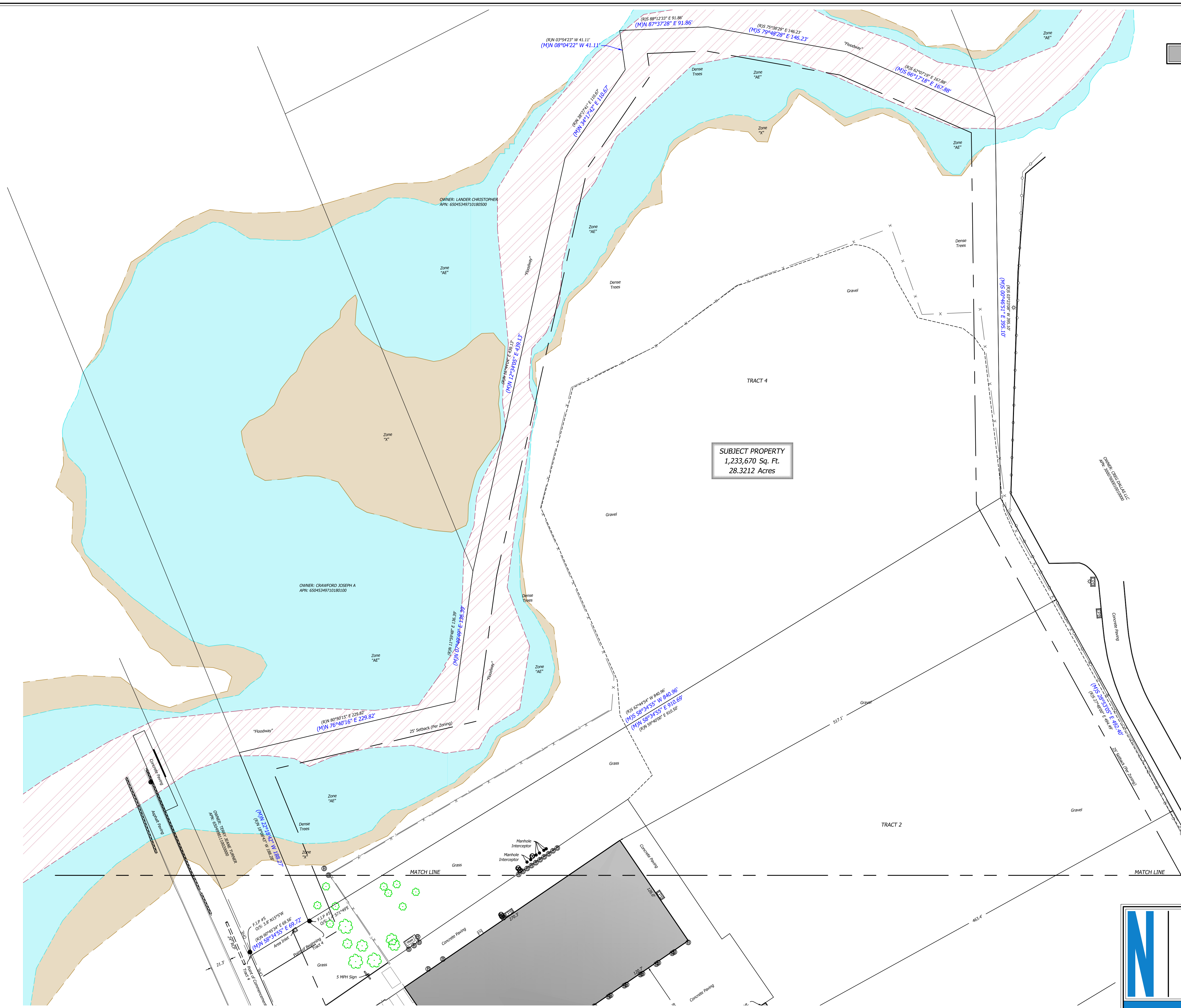
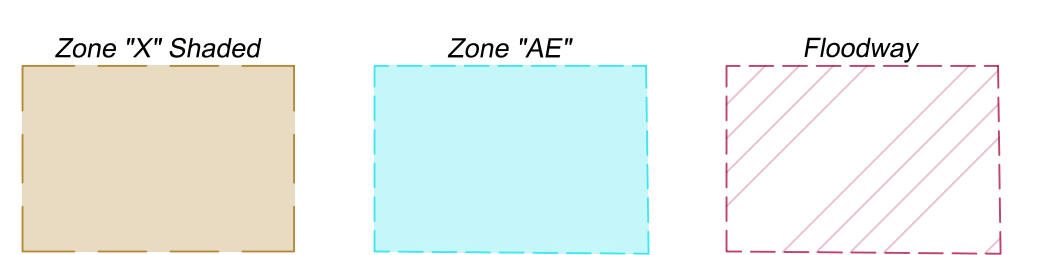
Troy Dee Registration No. 6904 In the State of Texas Date of survey: February 8, 2024 Date of last revision: February 21, 2024 Network Project No. 202304488-001-RLS

Prepared By GOLDEN LAND SURVEYING Golden Job No: 241181

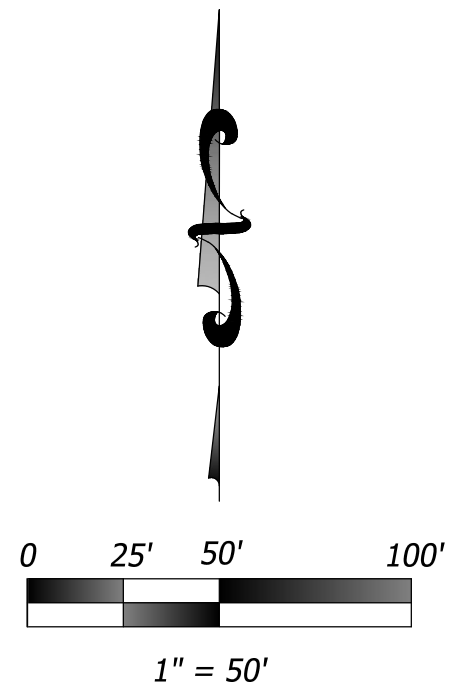
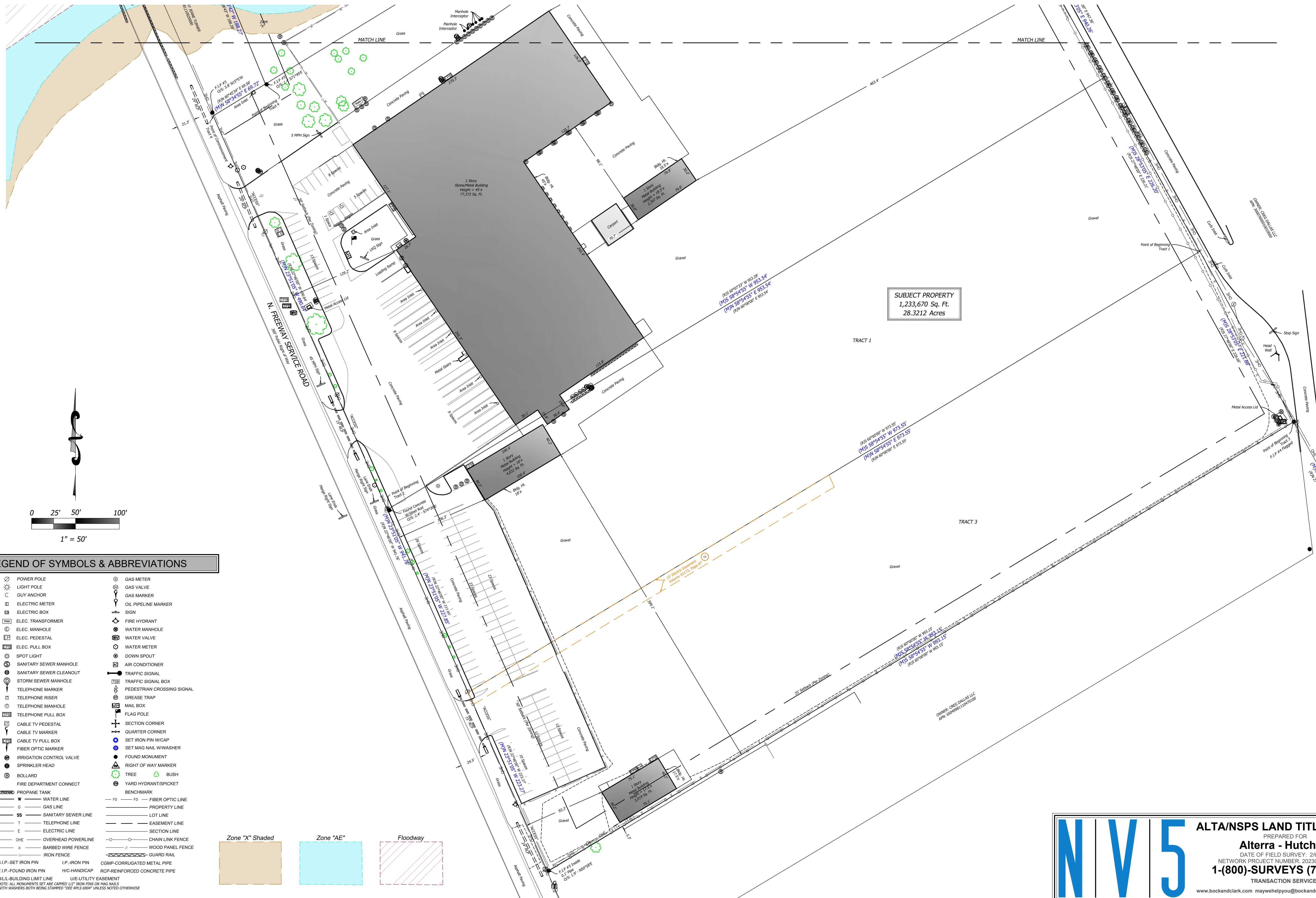
Bock & Clark Corporation an NV5 Company NV5 Transaction Services 1-800-SURVEYS (787-8397) 3550 W. Market Street, Suite 200, Akron, Ohio 44333 www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

LEGEND OF SYMBOLS & ABBREVIATIONS

- ☉ POWER POLE
- ☼ LIGHT POLE
- ⊕ GUY ANCHOR
- ⊞ ELECTRIC METER
- ⊞ ELECTRIC BOX
- ⊞ ELEC. TRANSFORMER
- ⊞ ELEC. MANHOLE
- ⊞ ELEC. PEDESTAL
- ⊞ ELEC. PULL BOX
- ⊞ SPOT LIGHT
- ⊞ SANITARY SEWER MANHOLE
- ⊞ SANITARY SEWER CLEANOUT
- ⊞ STORM SEWER MANHOLE
- ⊞ TELEPHONE MARKER
- ⊞ TELEPHONE RISER
- ⊞ TELEPHONE MANHOLE
- ⊞ TELEPHONE PULL BOX
- ⊞ CABLE TV PEDESTAL
- ⊞ CABLE TV MARKER
- ⊞ CABLE TV PULL BOX
- ⊞ FIBER OPTIC MARKER
- ⊞ IRRIGATION CONTROL VALVE
- ⊞ SPRINKLER HEAD
- ⊞ BOLLARD
- ⊞ FIRE DEPARTMENT CONNECT
- ⊞ PROpane TANK
- ⊞ W WATER LINE
- ⊞ G GAS LINE
- ⊞ SS SANITARY SEWER LINE
- ⊞ T TELEPHONE LINE
- ⊞ E ELECTRIC LINE
- ⊞ OHE OVERHEAD POWERLINE
- ⊞ X BARBED WIRE FENCE
- ⊞ IRON FENCE
- S.I.P.-SET IRON PIN
- F.I.P.-FOUND IRON PIN
- B.L.L.-BUILDING LIMIT LINE
- ⊞ GAS METER
- ⊞ GAS VALVE
- ⊞ GAS MARKER
- ⊞ OIL PIPELINE MARKER
- ⊞ SIGN
- ⊞ FIRE HYDRANT
- ⊞ WATER MANHOLE
- ⊞ WATER VALVE
- ⊞ WATER METER
- ⊞ DOWN SPOUT
- ⊞ AIR CONDITIONER
- ⊞ TRAFFIC SIGNAL
- ⊞ TRAFFIC SIGNAL BOX
- ⊞ PEDESTRIAN CROSSING SIGNAL
- ⊞ GREASE TRAP
- ⊞ MAIL BOX
- ⊞ FLAG POLE
- ⊞ SECTION CORNER
- ⊞ QUARTER CORNER
- ⊞ SET IRON PIN W/CAP
- ⊞ SET MAG NAIL W/WASHER
- ⊞ FOUND MONUMENT
- ⊞ RIGHT OF WAY MARKER
- ⊞ TREE
- ⊞ BUSH
- ⊞ YARD HYDRANT/SPICKET
- ⊞ BENCHMARK
- FO FIBER OPTIC LINE
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- GUARD RAIL
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- RCP-REINFORCED CONCRETE PIPE

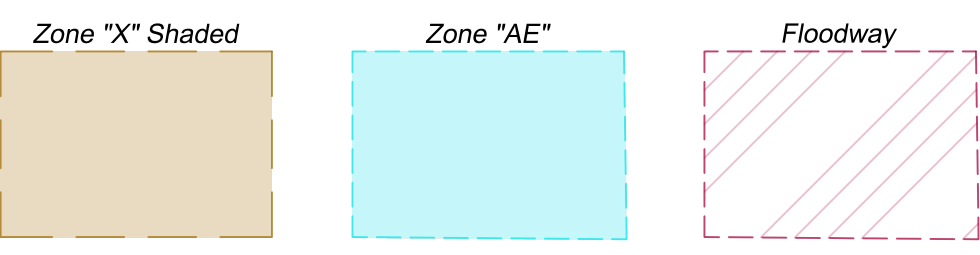


**NV5** ALTA/NSPS LAND TITLE SURVEY  
 PREPARED FOR  
**Alterra - Hutchins**  
 DATE OF FIELD SURVEY: 2/6/2024  
 NETWORK PROJECT NUMBER: 202304488-001-RLS  
**1-(800)-SURVEYS (787-8397)**  
 TRANSACTION SERVICES  
 www.bockandclark.com maynehelppyou@bockandclark.com www.NV5.com



**LEGEND OF SYMBOLS & ABBREVIATIONS**

- |                            |                                |
|----------------------------|--------------------------------|
| ⊙ POWER POLE               | ⊙ GAS METER                    |
| ⊙ LIGHT POLE               | ⊙ GAS VALVE                    |
| ⊙ GUY ANCHOR               | ⊙ GAS MARKER                   |
| ⊙ ELECTRIC METER           | ⊙ OIL PIPELINE MARKER          |
| ⊙ ELECTRIC BOX             | ⊙ SIGN                         |
| ⊙ ELEC. TRANSFORMER        | ⊙ FIRE HYDRANT                 |
| ⊙ ELEC. MANHOLE            | ⊙ WATER MANHOLE                |
| ⊙ ELEC. PEDESTAL           | ⊙ WATER VALVE                  |
| ⊙ ELEC. PULL BOX           | ⊙ WATER METER                  |
| ⊙ SPOT LIGHT               | ⊙ DOWN SPOUT                   |
| ⊙ SANITARY SEWER MANHOLE   | ⊙ AIR CONDITIONER              |
| ⊙ SANITARY SEWER CLEANOUT  | ⊙ TRAFFIC SIGNAL               |
| ⊙ STORM SEWER MANHOLE      | ⊙ TRAFFIC SIGNAL BOX           |
| ⊙ TELEPHONE MARKER         | ⊙ PEDESTRIAN CROSSING SIGNAL   |
| ⊙ TELEPHONE RISER          | ⊙ GREASE TRAP                  |
| ⊙ TELEPHONE MANHOLE        | ⊙ MAIL BOX                     |
| ⊙ TELEPHONE PULL BOX       | ⊙ FLAG POLE                    |
| ⊙ CABLE TV PEDESTAL        | ⊙ SECTION CORNER               |
| ⊙ CABLE TV MARKER          | ⊙ QUARTER CORNER               |
| ⊙ CABLE TV PULL BOX        | ⊙ SET IRON PIN W/CAP           |
| ⊙ FIBER OPTIC MARKER       | ⊙ SET MAG NAIL W/WASHER        |
| ⊙ IRRIGATION CONTROL VALVE | ⊙ FOUND MONUMENT               |
| ⊙ SPRINKLER HEAD           | ⊙ RIGHT OF WAY MARKER          |
| ⊙ BOLLARD                  | ⊙ TREE                         |
| ⊙ FIRE DEPARTMENT CONNECT  | ⊙ BUSH                         |
| ⊙ PROpane TANK             | ⊙ BENCHMARK                    |
| — W — WATER LINE           | — F — FIBER OPTIC LINE         |
| — G — GAS LINE             | — P — PROPERTY LINE            |
| — SS — SANITARY SEWER LINE | — L — LOT LINE                 |
| — T — TELEPHONE LINE       | — E — EASEMENT LINE            |
| — E — ELECTRIC LINE        | — S — SECTION LINE             |
| — OHE — OVERHEAD POWERLINE | — C — CHAIN LINK FENCE         |
| — X — BARBED WIRE FENCE    | — W — WOOD PANEL FENCE         |
| — I — IRON FENCE           | — G — GUARD RAIL               |
| S.I.P. - SET IRON PIN      | I.P. - IRON PIN                |
| F.I.P. - FOUND IRON PIN    | H.C. - HANDICAP                |
|                            | CGMP - CORRUGATED METAL PIPE   |
|                            | RCP - REINFORCED CONCRETE PIPE |
| B/L - BUILDING LIMIT LINE  | U/E - UTILITY EASEMENT         |
- NOTE: ALL MONUMENTS SET ARE CAPPED 1/2" IRON PINS OR HOAG NAILS WITH WASHERS BOTH BEING STAMPED "D&S 6904" UNLESS NOTED OTHERWISE



**NV5** ALTA/NSPS LAND TITLE SURVEY  
 PREPARED FOR  
**Alterra - Hutchins**  
 DATE OF FIELD SURVEY: 2/6/2024  
 NETWORK PROJECT NUMBER: 20230488-001-RLS  
**1-(800)-SURVEYS (787-8397)**  
 TRANSACTION SERVICES  
 www.bockandclark.com maywehelpyou@bockandclark.com www.NV5.com

**Former Site Specific Use Permit  
(for reference only)**

ORDINANCE NO. 835

**AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF HUTCHINS, GRANTING A ZONING CHANGE FROM HC, HIGHWAY COMMERCIAL, TO HC, HIGHWAY COMMERCIAL WITH A SPECIFIC USE PERMIT FOR AUTO STORAGE, SUBJECT TO SPECIAL CONDITIONS, FOR THE TRACT OF LAND, CONSISTING OF 4.996 ACRES OF LAND LOCATED AT 1310 I-45 SOUTH IN HUTCHINS, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Planning Commission of the City of Hutchins and the governing body of the City of Hutchins, in compliance with state laws with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and all persons interested in and situated in the affected area and in the vicinity thereof, the governing body of the City of Hutchins is of the opinion that said zoning change should be granted and the Comprehensive Zoning Ordinance 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 of the City of Hutchins, Texas be, and the same is hereby amended by amending the Comprehensive Zoning Ordinance and Zoning Map of the City of Hutchins so as to grant a special use permit on property presently zoned HC, Highway Commercial District zoning classification to HC Highway Commercial with a special use permit for an Auto Storage Facility, subject to special conditions. The property is more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

**SECTION 2.** That the special use permit for an Auto Storage Facility on property presently zoned HC Highway Commercial District zoning classification is granted subject to the following conditions and restrictions, to wit:

1. That the property owner shall construct and maintain in good condition a double slatted fence eight (8) feet in height around the outside boundary of the property.
2. That the Specific Use Permit granted herein is non-transferable and may be used only by the applicant, LKQ Auto Parts of North Texas, L.P.

**SECTION 3.** Should any paragraph, sentence, 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 4** That all ordinances of the City of Hutchins in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City of Hutchins not in conflict with the provisions of the ordinance shall remain in full force and effect.

**SECTION 5.** That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Hutchins, as amended herein by the granting of the special use permit.

**SECTION 6.** 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 as amended hereby and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 7.** This ordinance shall take effect immediately from and after its passage and publication of the caption of said ordinance as the law in such case provides.

**DULY PASSED** by the City Council of the City of Hutchins, Texas, on the 18<sup>th</sup> day of December, 2006.

**APPROVED:**

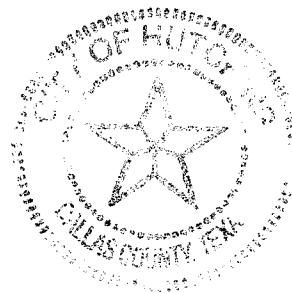
*Steve Johnson*  
**MAYOR**

**APPROVED AS TO FORM:**

*H. Louis Nichols*  
**CITY ATTORNEY**  
(HLN/mew 11-01-06)(ORD1332)

**DULY RECORDED:**

*James G. Daniel*  
**CITY SECRETARY**



## LEGAL DESCRIPTION

Being a tract of land situated in the William Gatlin Survey, Abstract No. 499, City of Hutchins, Dallas County, Texas and being a tract of land conveyed by deed to KGG Enterprises, a Partnership, recorded in Volume 80245, Page 2588, Deed Records, Dallas County, Texas and being more particularly described as follows:

Beginning at a 3/8 inch iron rod found for the most westerly corner of said KGG tract, said point also being the most southerly corner of a tract of land conveyed to Ernest L. Phelps, recorded in Volume 82080, Page 37, Deed Records, Dallas County, Texas, said point also being on the northeast line of Interstate 45 (300' R.O.W.), said point also being S 22°41'13" E, 222.60 ft. from a 1/2 inch (slipk) iron rod found for the most southerly corner of a tract of land conveyed to LKQ Auto Parts of North Texas, LP, recorded in Volume 2004035, Page 3224, Deed Records, Dallas County, Texas;

THENCE N 60°07'33" E, leaving the northeast line of said Interstate 45 and along the common line of said KGG and Phelps tracts, a distance of 647.62 ft. to a 1/2 inch iron rod set for corner on a southwesterly line of a tract of land conveyed to Covenant Transport, Inc., recorded in Volume 2003078, Page 12512, Deed Records, Dallas County, Texas;

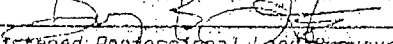
THENCE S 28°31'40" E, along the common line of said KGG and Covenant Transport tracts, a distance of 221.29 ft. to a 1/2 inch iron rod set for corner, same being the most northerly corner of a tract of land conveyed to Bestplate, Inc., said point bears S 50°07'33" W, 2.81 ft. from a found 1/2 inch iron rod;

THENCE S 60°07'33" W, along the common line of said KGG and Bestplate tracts, a distance of 993.67 ft. to a 1/2 inch iron rod set for corner on the northeast line of said Interstate 45;

THENCE N 22°42'20" W, along the northeast line of said Interstate 45, a distance of 222.97 ft. to the Point of Beginning and containing 4.996 acres (217, 612 Sq. Ft.) of land.

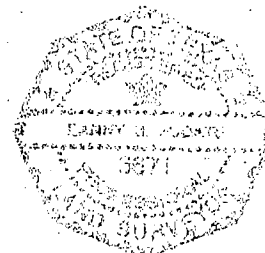
## CERTIFICATION

This survey was performed in connection with the property described in GF No. 000427115 of Chicago Title Company. USE OF THIS SURVEY FOR ANY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM. I, Danny B. Fugate, Registered Professional Land Surveyor, State of Texas, do certify to that this plat represents measurements performed upon the ground under my supervision, and indicates set back lines (if any), apparent easements or encumbrances that I have been made aware of in connection with this GF. No., and fences as they are visible on the ground, and that the visible improvements, if any, are wholly within the boundary lines of the property, and that there are no encroachments, protrusions, or overlapping of improvements except as shown hereon. This is a true and correct survey.

By:   
Registered Professional Land Surveyor No. 3671  
State of Texas

DATE: 4-11-2006

1310 INTERSTATE 45



EXHIBIT

A

87



# STAFF REPORT

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**MEETING DATE:** March 16, 2026

**MEETING TYPE:** City Council

**SUBMITTED BY:** Blake Moore

**AGENDA CAPTION:** Discuss and consider a request by John Gonzalez representing RTG Capital for a Specific Use Permit (SUP) to allow Motor Freight Company/Terminal, Heavy Machinery Sales/Storage, Truck Sales & Storage, Low Risk Industrial Manufacturing Not Wholly Enclosed Within A Building and Low Risk Industrial Manufacturing Not Wholly Enclosed Within A Building under 1 SUP in the Light Manufacturing district.

Presented by: Chief Building Official Blake Moore

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## Background Information

John Gonzalez representing RTG Capital is requesting a Specific Use Permit (“SUP”) for future tenants at 904 S IH 45. There is a possible tenant Frederick Companies <https://www.frederickcompanies.com/> — a logistics company headquartered in Houston—offers trucking, warehousing, and industrial storage solutions. It currently occupies 160,000 to 180,000 square feet in Wilmer on a site with three acres of outside storage. They are out of room and will need space for data storage related construction materials. They have a 3rd party logistics subsidiary called Drange Company that is expected to be housed here. They will have the need to store large spools of cabling/ wiring amongst other materials for data centers. This is a possible future tenant that has conveyed interest. This SUP was approved at P&Z February 16<sup>th</sup>.

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

**Specific Use Permits (SUP)s**

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

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

**Budget Implications**

N/A

**Operational Impact**

N/A

**Legal Review**

N/A

**Staff Recommendation**

Staff Recommends Approval

**Supporting Documentation and Attachments**



### 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: Multiple Addresses - See Attached		Existing Use: Vacant - Auto Salvage	
Lot(s): Multiple Legal Descriptions - See Attached		Block: Current Zoning: Light Industrial (Proposed)	
# of Acres: 28.3	# of Lots: 5 Total	# of Units: N/A	

### APPLICANT INFORMATION

Name: John Gonzalez		Company: RTG Capital	
Mailing Address: 8235 Douglas Ave., Suite 350			
City: Dallas	State: TX	Zip: 75225	
Phone: 214.578.1760	Fax:	Email: jgonzalez@rtgcapital.com	

### OWNER INFORMATION

Name: Robert Gunby		Company: RTG Capital	
Mailing Address: 8235 Douglas Ave., Suite 350			
City: Dallas	State: TX	Zip: 75225	
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:       \$750

**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: *Robert T. Gumbly* Date: 2/2/26

STATE OF TEXAS  
COUNTY OF: Dallas

BEFORE ME, a Notary Public, on this day personally appeared Robert T. Gumbly 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 2nd day of February, 2026.



*Moni D. Smith*  
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: \_\_\_\_\_

## Current Legal Description <sup>1</sup>

### TRACT 2:

BEING A TRACT OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS AND BEING A TRACT OF LAND CONVEYED TO T.S. MILLER, LTD., RECORDED IN VOLUME 98237, PAGE 5044, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID MILLER TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF S. INTERSTATE 45 (300' R.O.W.), SAID POINT BEING N 22°46'00" W 891.33 FT. FROM THE NORTHWEST CORNER OF MILTON TRUCK LINE ADDITION, AN ADDITION TO THE CITY OF HUTCHINS RECORDED IN VOLUME 93117, PAGE 1437, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE N 22°46'00" W, ALONG THE NORTHEAST LINE OF SAID S. INTERSTATE 45, A DISTANCE OF 490.64 FT. TO A 3/4 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID MILLER TRACT;

THENCE N 59°40'00" E, LEAVING THE NORTHEAST LINE OF SAID S. INTERSTATE 45 AND ALONG THE NORTH LINE OF SAID MILLER TRACT, A DISTANCE OF 910.50 FT. TO A 1/2 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF SAID MILLER TRACT;

THENCE S 27°48'00" E, ALONG THE EAST LINE OF SAID MILLER TRACT, A DISTANCE OF 494.49 FT. TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID MILLER TRACT;

THENCE S 60°07'33" W, ALONG THE SOUTH LINE OF SAID MILLER TRACT, A DISTANCE OF 953.28 FT. TO THE POINT OF BEGINNING AND CONTAINING 10.4903 ACRES (456, 956 SQ. FT.) OF LAND, MORE OR LESS.

### TRACT 3:

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

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<sup>1</sup> See Attached Survey to tie out legal descriptions and tract numbers. Subject will be re-platted subject to zoning change approval.

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN TRACT OF LAND DESCRIBED IN DEED TO T.F. CAMPBELL IN VOLUME O, PAGE 321, DEED RECORDS, DALLAS COUNTY, TEXAS, A FENCE CORNER;

THENCE NORTH 27 DEGREES 48 MINUTES WEST, ALONG THE NORTHEAST LINE OF SAID CAMPBELL TRACTS, 431.69 FEET, TO THE POINT OF BEGINNING OF THE 5.000 ACRE TRACT DESCRIBED HEREIN;

THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, 993.15 FEET TO A POINT IN THE NORTHEAST LINE OF U.S. HIGHWAY NO. 75;

THENCE NORTH 22 DEGREES 46 MINUTES 00 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID HIGHWAY, 223.27 FEET;

THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, 973.55 FEET TO THE NORTHEAST LINE OF SAID CAMPBELL TRACT;

THENCE SOUTH 27 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID CAMPBELL TRACT, 221.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.000 ACRES OF LAND.

**TRACT 4:**

BEING A TRACT OF LAND SITUATED IN THE THOMAS FREEMAN SURVEY, ABSTRACT NO. 453, AND THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, AND SAID TRACT OF LAND BEING A PART OF TRACTS 1 AND 3 IN A WARRANTY DEED CONVEYED TO J.R.

MARRIOTT AND B.O. MARRIOTT RECORDED IN VOLUME 85121, PAGE 5536, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2 INCH IRON ROD WITH ALBERT HALFF CAP AT THE SOUTHWEST CORNER OF SAID TRACT 3, SAID POINT BEING NORTH 60 DEGREES 45 MINUTES 34 SECONDS EAST, 69.56 FEET FROM A FOUND 3/4 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF INTERSTATE HIGHWAY 45 (300 FOOT R.O.W.), SAID BEGINNING POINT ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO D.R. TURNER, DATED 5/25/66, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 18 DEGREES 08 MINUTES 43 SECONDS WEST, (DEED-NORTH 18 DEGREES 52 MINUTES WEST), ALONG THE COMMON LINE OF SAID TRACT 3 AND SAID TURNER TRACT, A DISTANCE OF 188.28 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF RAWLINS BRANCH;

THENCE ALONG THE CENTERLINE OF RAWLINS BRANCH THE FOLLOWING CALLS:

THENCE NORTH 80 DEGREES 50 MINUTES 15 SECONDS EAST, A DISTANCE OF 229.82 FEET TO A POINT FOR CORNER; THENCE NORTH 11 DEGREES 59 MINUTES 48 SECONDS EAST, A DISTANCE OF 136.39 FEET TO A POINT FOR CORNER; THENCE NORTH 16 DEGREES 44 MINUTES 04 SECONDS EAST, A DISTANCE OF 439.13 FEET TO A POINT FOR CORNER; THENCE NORTH 38 DEGREES 27 MINUTES 41 SECONDS EAST, A DISTANCE OF 110.67 FEET TO A POINT FOR CORNER; THENCE NORTH 3 DEGREES 54 MINUTES 23 SECONDS WEST, A DISTANCE OF 41.11 FEET TO A POINT FOR CORNER; THENCE SOUTH 88 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 91.86 FEET TO A POINT FOR CORNER; THENCE SOUTH 75 DEGREES 38 MINUTES 29 SECONDS EAST, A DISTANCE OF 146.23 FEET TO A POINT FOR CORNER;

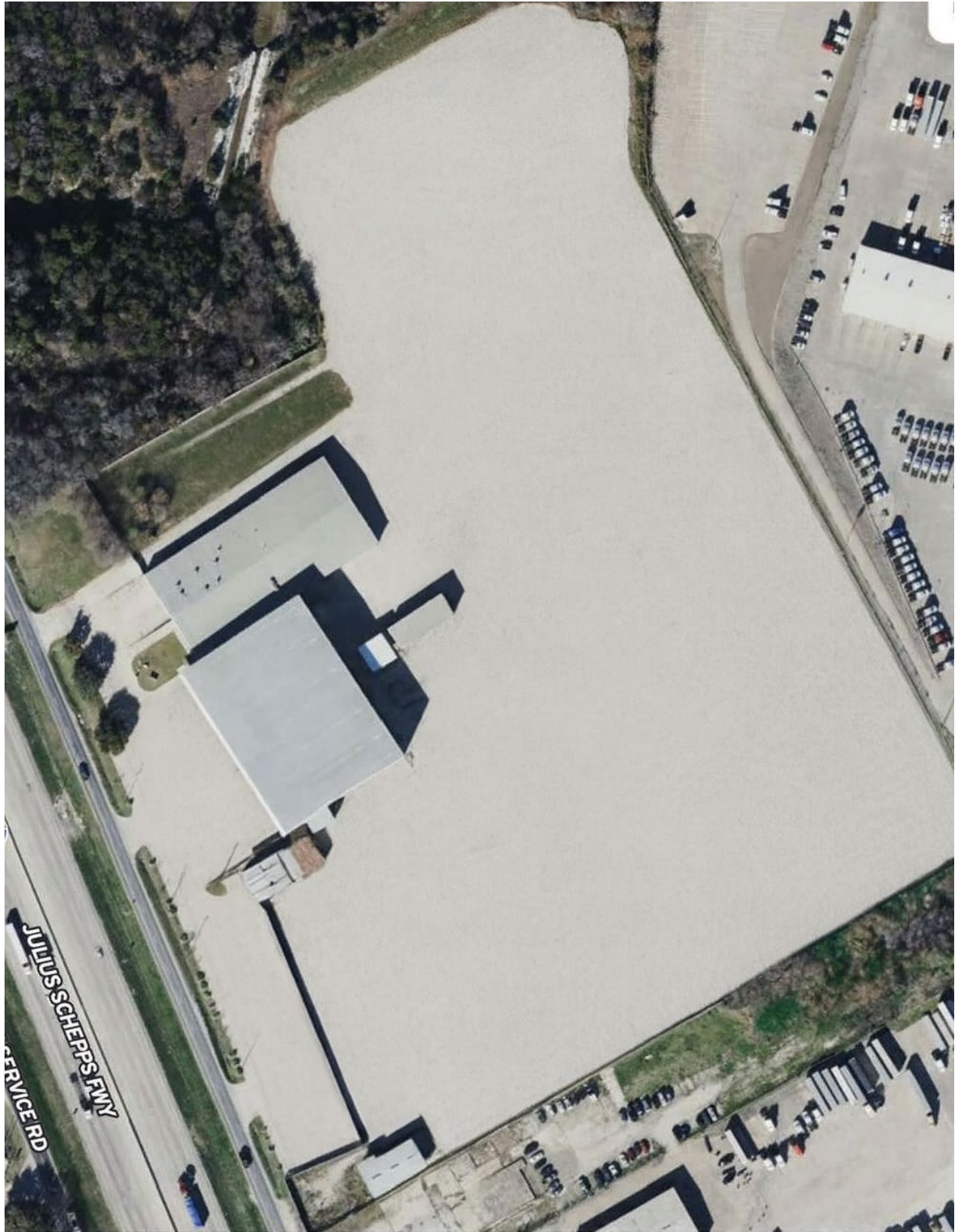
THENCE SOUTH 62 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 167.88 FEET TO A POINT FOR CORNER ON A SOUTHEAST LINE OF SAID TRACT 1;

THENCE SOUTH 3 DEGREES 23 MINUTES 08 SECONDS WEST, (DEED-SOUTH 2 DEGREES 45 MINUTES WEST), LEAVING THE

CENTERLINE OF SAID RAWLINS BRANCH AND ALONG A SOUTHEAST LINE OF SAID TRACT 1, A DISTANCE OF 395.10 FEET TO A FOUND THREADED IRON ROD FOR THE SOUTHEAST CORNER OF SAID TRACT 1, SAID POINT ALSO BEING ON THE NORTHEAST LINE OF SAID MILLER TRACT;

THENCE SOUTH 62 DEGREES 44 MINUTES 54 SECONDS WEST, ALONG THE COMMON LINE OF SAID TRACTS 1 AND 3 WITH SAID MILLER TRACT, A DISTANCE OF 840.96 FEET (DEED-848.00 FEET), TO THE POINT OF BEGINNING AND CONTAINING 7.8516 ACRES (342,016 SQUARE FEET) OF LAND, MORE OR LESS.

# Site Plan



### Concept Plan



**Aerial Photo (Surrounding Uses)**





**SUP Request Letter**  
*(Light Industrial with Outdoor Storage / Paving Waiver Request)*

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

RE: Former LKQ Site - 1300 IH-45 - Rezoning Application

To Whom It May Concern:

We respectfully submit this request for the following Specific Use Permits (SUP) for the subject property located within the City of Hutchins. This specific use application is complementary with our recent Light Industrial zoning application for this site, and it bookends that request with the several compatible uses we have found that were not automatically permissive within the Light Industrial Zoning designation alone.

**Project Summary**

The LKQ Former Site currently consists of a ±87,000 square foot warehouse facility situated on 28.3 acres along Interstate 45 in Hutchins, TX, a strategic infill location with excellent access to I-20 and I-45. The asset includes two distinct areas: ±41,000 SF serviced by 7 grade-level doors and ±46,000 SF with 20 dock-high doors. With 40' clear height, secured perimeter fencing, a stabilized yard, and zoning that permits outside storage, **the property is well-suited for logistics, transportation, and industrial users.** The facility benefits from its interstate frontage and significant yard-to-building ratio. The location and site characteristics are ideal for tenants requiring both warehousing and large-format outdoor storage

The site has been **vacant for over a year** and currently represents an underutilized asset within an established industrial corridor. Our objective is to tenant the property with **low-impact, well-maintained light industrial users** that are compatible with the City's long-term land use goals while improving the appearance and functionality of the site.

**Site Improvements & Commitments**

We are committed to working collaboratively with the City, and we are willing to undertake the following improvements as part of this request:

- Comprehensive **site cleanup and maintenance**
- **Exterior paint** and aesthetic upgrades where applicable
- **Landscaping enhancements** along visible frontages and boundaries
- Continued upkeep of the **existing paved frontage**, which already provides approximately **132 striped parking spaces** for employees and customers and access to 27 warehouse bays.

These improvements will materially enhance the site’s visual quality and ensure it reflects positively on the surrounding area.

**Intended Uses**

Our focus is to attract **low-intensity, Light Industrial users** such as contractors, service-based industrial tenants, or suppliers—that may require **incidental outdoor storage** without generating excessive traffic, noise, or nuisance impacts.

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

<ul style="list-style-type: none"> <li>• Commercial fencing &amp; gate systems</li> <li>• Architectural metal / railings</li> <li>• Precast architectural elements</li> <li>• Decorative concrete / masonry products</li> <li>• Shade structures &amp; canopies</li> <li>• Roofing systems manufacturers</li> <li>• Commercial window &amp; glazing suppliers</li> <li>• Curtain wall / façade subcontractors</li> <li>• Solar mounting systems (non-retail)</li> <li>• Architectural millwork shops</li> <li>• Truss or LVL component fabricators</li> <li>• Custom cabinetry shops (commercial)</li> </ul>	<ul style="list-style-type: none"> <li>• Engineered wood products distributor</li> <li>• Electrical apprenticeship programs</li> <li>• Welding schools</li> <li>• HVAC training centers</li> <li>• Utility workforce training yards</li> <li>• Electrical co-op staging</li> <li>• Fiber maintenance yards</li> <li>• Water district service centers</li> <li>• Traffic signal maintenance facilities</li> <li>• Agricultural equipment</li> <li>• Compact construction equipment</li> <li>• Trailers for sale only (not storage)</li> <li>• Specialized vehicles (utility, service bodies)</li> </ul>
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**Specific Use Permits (SUP)s**

The petitioners wish to enable the property to attract logistical fleet, warehousing, and industrial storage solution companies that may have the need for warehousing and data storage related construction materials. Items such as large cabling or wiring spools may be among the outdoor storage needs for such a company.

The following compatible uses are believed to be reasonable and in line with the long-term land use goals of P&Z leadership.

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

**Outdoor Storage & Paving Waiver Request**

The City has indicated a preference or potential ordinance requirement for **full-site concrete paving**. We believe that concrete paving will not help facilitate the desired uses, and moreover may inhibit the desired tenancy. The petitioners intend to request a **variance or waiver** from this requirement for the portions of the site intended for outdoor storage.

The reasoning is practical and site-specific:

- The existing **crushed aggregate base is extremely compacted, stable, and in good condition**, and is better suited to the intended use.
- The outdoor storage areas are intended primarily for **material laydown**, not vehicle circulation or parking.
- Full concrete paving in these areas would be **functionally counterproductive**, as heavy materials and repeated loading activity would rapidly damage the pavement.
- Retaining aggregate in these areas allows flexibility for future tenants while avoiding unnecessary infrastructure costs that may provide no public benefit.
- Importantly, the **frontage and operational parking areas are already paved**, maintaining a clean and orderly appearance along public rights-of-way.

**Use Clarifications**

We want to be clear regarding intended uses:

- **No truck or trailer storage** is proposed as part of this SUP request.

- The City has expressed that it does not desire truck- or trailer-storage oriented businesses at this location, and we fully respect and align with that position.

Our focus is on **attractive, low-intensity Light Industrial users**—such as contractors, service-based industrial tenants, or suppliers—that may require **incidental outdoor storage** without generating excessive traffic, noise, or nuisance impacts.

**Conclusion**

This request represents a balanced approach: it **reactivates a long-vacant property**, improves site aesthetics, respects the City’s policy direction, and allows practical flexibility for Light Industrial users without overbuilding or over-paving the site.

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,



John Gonzalez  
RTG Capital  
8235 Douglas Ave., Suite 350  
Dallas, TX 75225  
Ph: [214.578.1760](tel:214.578.1760)  
Email: [jgonzalez@rtgcapital.com](mailto:jgonzalez@rtgcapital.com)

**As-Built Survey**

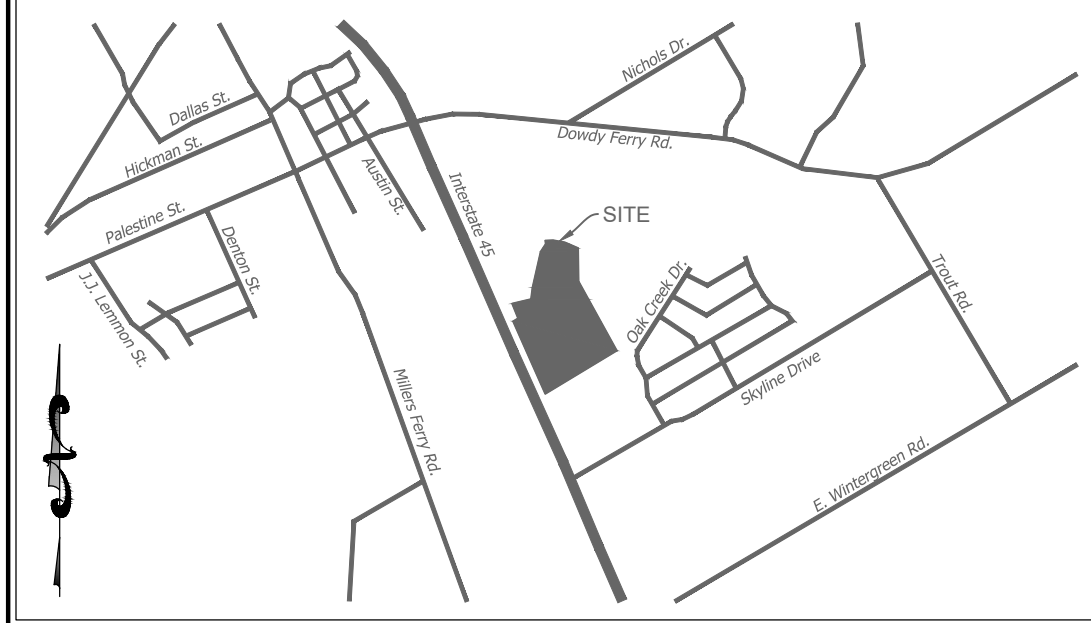
ITEMS CORRESPONDING TO SCHEDULE B-II

- The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
THE FOLLOWING AFFECTS TRACTS 1, 2 AND 3
Easement: Electric transmission and distribution
Recorded: 11/14/1933 in Volume 1817, Page 566, of the Deed Records, Dallas County, Texas.
Unable to determine location given provided document information.
Easement: Electric transmission and distribution
Recorded: 3/5/1935 in Volume 1873, Page 603, of the Deed Records, Dallas County, Texas.
Unable to determine location given provided document information.
Easement: Electric transmission and/or distribution
Recorded: 7/8/1948 in Volume 3001, Page 95, of the Deed Records, Dallas County, Texas.
Unable to determine location given provided document information.
Easement: Electric transmission and/or distribution
Recorded: 1/18/1949 in Volume 3081, Page 488, of the Deed Records, Dallas County, Texas.
Unable to determine location given provided document information.
Easement: Communication systems
Recorded: 5/10/1950 in Volume 3301, Page 399, of the Deed Records, Dallas County, Texas.
Not shown, blanket in nature; Unable to identify location of easement.
Easement: Communication systems
Recorded: 5/15/1950 in Volume 3304, Page 600, of the Deed Records, Dallas County, Texas.
Not shown, blanket in nature; Unable to identify location of easement.
Easement: Communication systems
Recorded: 8/16/1950 in Volume 3360, Page 108, of the Deed Records, Dallas County, Texas.
Not shown, does not affect.
Easement: Communication systems
Recorded: 8/16/1950 in Volume 3360, Page 110, of the Deed Records, Dallas County, Texas.
Not shown, does not affect.
THE FOLLOWING AFFECTS TRACT 1 ONLY
Mineral and/or royalty interest
Recorded: 1/12/2012 in County Clerk's File No. 201200009798 of the Official Public Records of Dallas County, Texas.
Not shown, blanket in nature.
THE FOLLOWING AFFECTS TRACT 3 ONLY
Easement: Overhead electric supply and communications lines
Recorded: 9/2/1992 in Volume 92172, Page 87, of the Real Property Records, Dallas County, Texas.
Shown hereon.
THE FOLLOWING AFFECTS TRACT 4 ONLY
Easement: Drainage
Recorded: 10/10/1977 in Volume 77202, Page 754, of the Real Property Records, Dallas County, Texas.
Not shown, does not affect.
Easement: Communication systems
Recorded: 10/10/1977 in Volume 77202, Page 771, of the Real Property Records, Dallas County, Texas.
Not shown, does not affect.
Terms, conditions, provisions and stipulations contained in the document entitled Affidavit to the Public evidencing an on-site wastewater treatment system or on-site sewage facility (OSSF), as recorded on 12/28/1999, in Volume 99256, Page 2475, Real Property Records, Dallas County, Texas.
Not shown, blanket in nature.

ZONING INFORMATION

Table with 3 columns: Item, Required, Conforming Y/N. Row 1: FRONT SETBACK, LI: 50 FEET, YES. Row 2: SIDE/REAR SETBACK, LI: 25 FEET, YES. Row 3: BUILDING HEIGHT, LI: 3 stories/45 FEET; HC: 8 stories, YES. Row 4: MINIMUM LOT AREA, LI: 20,000 SF; HC: 10,000 SF, YES. Row 5: MINIMUM LOT WIDTH, LI: 100 FEET; HC: 80 FEET, YES. Row 6: MAXIMUM LOT COVERAGE, LI: 65%; HC: 50%, YES. Row 7: PARKING, 1 per 500 SF (min. 5); 1 truck; 1 bay; 1 tow, YES.

VICINITY MAP - NOT TO SCALE



UTILITY NOTE

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that utilities are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

MISCELLANEOUS NOTES

- MN1 Survey prepared by Golden Land Surveying, 4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120, (405) 802-7883, troy@goldens.com.
MN2 Pursuant to Table A Item 2, The address of 904, 1080, 1300 & 1310 S. Interstate 45 Service Road, Hutchins, Texas 75141 was posted on signage on the surveyed property.
MN3 Pursuant to Table A Item 4, The surveyed property contains a total area of 1,233,670 Sq. Ft. or 28.3212 Acres, more or less.
MN4 Only observable surface and above ground structures were located. No underground improvements, such as foundation footings, located. All dimensions shown are in feet and decimals thereof.
MN5 The Property has direct access to S. Interstate 45 Service Road, being a dedicated public street.
MN6 Pursuant to Table A Item 9, The total number of striped parking spaces on the subject property is 153, including 2 designated handicap spaces.
MN7 Pursuant to Table A Items 10, There are no division or party walls with respect to adjoining properties.
MN8 Pursuant to Table A Item 13, Adjoiner information shown hereon was obtained from the county's property appraiser web site.
MN9 The surveyor was not provided with a specified street from the client pursuant to Table A Item 14. The intersection of S. Interstate 45 Service Road and Skyline Drive is located 1009' from the S/E corner of subject property.
MN10 Pursuant to Table A Item 16, There is no observed evidence of current earth moving work, building construction or building additions.
MN11 Pursuant to Table A Item 17, There are no proposed changes in street right of way lines, to the best of my knowledge. There is no observed evidence of recent street or sidewalk construction or repairs.
MN12 Pursuant to Table A Item 18, Plottable easement or servitudes provided to the surveyor are shown hereon.
MN13 At the time of the survey, there was no observed evidence of substantial areas of refuse.
MN14 Ownership of fences, if any, was not determined under the scope of this survey.
MN15 At the time of this survey, there was no observable evidence of site use as a burial ground or cemetery.
MN16 The parcels are contiguous along their common boundary lines with no gaps, gores or strips.
MN17 A assumed bearing of North 23° 51' 05" East as the Southwest line of the subject property per Texas State Plane Grid Texas North Central was used as the basis of bearing for this survey.
MN18 All unit of measurements are US Survey feet (Ground).

RECORD DESCRIPTION

TRACT 1: BEING A TRACT OF 5.000 ACRES OF LAND IN THE WILLIAM GATLIN SURVEY ABST. NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF A CERTAIN TRACT OF LAND AS DESCRIBED IN DEED TO T.F. CAMPBELL, RECORDED IN VOLUME L, PAGE 412 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND SAID 5.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN TRACT OF LAND DESCRIBED IN DEED TO T.F. CAMPBELL RECORDED IN VOLUME O, PAGE 321, DEED RECORDS, DALLAS COUNTY, TEXAS, AN IRON ROD AT A FENCE CORNER; THENCE N 27° 48' 00" W, ALONG AN OLD FENCE AND HEDGE ON THE NORTHEAST LINES OF SAID CAMPBELL TRACTS, 653.35 FT. TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN;
THENCE S 60° 00' 00" W, 973.55 FT. TO A POINT IN THE NORTHEAST LINE OF US HIGHWAY NO. 75;
THENCE N 22° 46' 00" W, ALONG THE NORTHEAST LINE OF SAID HIGHWAY, 227.85 FT;
THENCE N 60° 00' 00" E, 953.54 FT. TO A POINT IN THE NORTHEAST LINE OF SAID CAMPBELL TRACT, THENCE S 27° 48' 00" E, ALONG THE NORTHEAST LINE OF SAID CAMPBELL TRACT, 226.21 FT. TO THE POINT OF BEGINNING AND CONTAINING 5.000 ACRES OF LAND.
SAID PROPERTY ALSO BEING DESCRIBED AS FOLLOWS:
BEING A 5.00 ACRE TRACT OF LAND SITUATED IN THE WILLIAM GATLIN 1,476.13 ACRE SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TOMMIE LOIS PHELPS, AS RECORDED IN INSTRUMENT NO. 201100189400, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A FOUND 1/2-INCH IRON ROD AT THE WEST CORNER OF SAID PHELPS TRACT AND THE SOUTH CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO LKQ AUTO PARTS OF NORTH TEXAS, L.P., AS RECORDED IN VOLUME 2004035, PAGE 3224, SAID DEED RECORDS, SAID IRON ROD BEING ON THE NORTHEAST LINE OF INTERSTATE 45 S.;
THENCE NORTH 60° 00' 00" EAST, A DISTANCE OF 953.54 FEET ALONG THE COMMON LINE OF SAID PHELPS AND LKQ TRACTS TO A POINT FROM WHICH A FOUND 1/2-INCH IRON ROD BEARS NORTH 81° 01' 12" EAST, A DISTANCE OF 0.64 OF ONE FOOT, SAID POINT BEING THE NORTH CORNER OF SAID PHELPS TRACT AND THE EAST CORNER OF SAID LKQ TRACT, AND BEING ON THE SOUTHWEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO COVENANT TRANSPORT, INC., AS RECORDED IN VOLUME 2003078, PAGE 12512, SAID DEED RECORDS;
THENCE SOUTH 27° 48' 00" WEST, A DISTANCE OF 226.21 FEET ALONG THE COMMON LINE OF SAID PHELPS AND COVENANT TRANSPORT TRACTS TO A SET 1/2-INCH IRON ROD AT THE EAST CORNER OF SAID PHELPS TRACT AND THE NORTH CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO LKQ AUTO PARTS OF NORTH TEXAS, L.P., AS RECORDED IN INSTRUMENT NO. 200600189049, SAID DEED RECORDS;
THENCE SOUTH 60° 00' 00" WEST, A DISTANCE OF 973.55 FEET ALONG THE COMMON LINE OF SAID PHELPS AND LKQ (200600189049) TRACTS TO A UTILITY POLE AT THE SOUTH CORNER OF SAID PHELPS TRACT AND THE WEST CORNER OF SAID LKQ TRACT (200600189049), SAID POLE BEING ON THE AFORESAID NORTHEAST LINE OF INTERSTATE 45 S.;
THENCE NORTH 22° 46' 00" WEST (BASIS OF BEARING FROM AFORESAID DEED 201100190400), A DISTANCE OF 227.85 FEET ALONG SAID NORTHEAST LINE TO THE POINT OF BEGINNING AND CONTAINING 217.797 SQUARE FEET OR 5.00 ACRES OF LAND.
TRACT 2: BEING A TRACT OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS AND BEING A TRACT OF LAND CONVEYED TO T. S. MILLER, LTD., RECORDED IN VOLUME 98237, PAGE 6044, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID MILLER TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF S. INTERSTATE 45 (300' R.O.W.), SAID POINT BEING N 22°46'00" W 891.33 FT. FROM THE NORTHWEST CORNER OF MILTON TRUCK LINE ADDITION, AN ADDITION TO THE CITY OF HUTCHINS RECORDED IN VOLUME 93117, PAGE 1437, MAP RECORDS, DALLAS COUNTY, TEXAS;
THENCE N 22°46'00" W, ALONG THE NORTHEAST LINE OF SAID S. INTERSTATE 45, A DISTANCE OF 490.64 FT. TO A 3/4 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID MILLER TRACT;
THENCE N 59°40'00" E, LEAVING THE NORTHEAST LINE OF SAID S. INTERSTATE 45 AND ALONG THE NORTH LINE OF SAID MILLER TRACT, A DISTANCE OF 910.50 FT. TO A 1/2 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF SAID MILLER TRACT;
THENCE S 27°48'00" E, ALONG THE EAST LINE OF SAID MILLER TRACT, A DISTANCE OF 494.49 FT. TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID MILLER TRACT;
THENCE S 60°07'33" W, ALONG THE SOUTH LINE OF SAID MILLER TRACT, A DISTANCE OF 953.28 FT. TO THE POINT OF BEGINNING AND CONTAINING 10.4903 ACRES (456, 956 SQ. FT.) OF LAND, MORE OR LESS.

LEGEND OF SYMBOLS & ABBREVIATIONS

- POWER POLE, LIGHT POLE, GUY ANCHOR, ELECTRIC METER, ELECTRIC BOX, ELEC. TRANSFORMER, ELEC. MANHOLE, ELEC. PEDESTAL, ELEC. PULL BOX, SPOT LIGHT, SANITARY SEWER MANHOLE, SANITARY SEWER CLEANOUT, STORM SEWER MANHOLE, TELEPHONE MARKER, TELEPHONE RISER, TELEPHONE MANHOLE, TELEPHONE PULL BOX, CABLE TV PEDESTAL, CABLE TV MARKER, CABLE TV PULL BOX, FIBER OPTIC MARKER, IRRIGATION CONTROL VALVE, SPRINKLER HEAD, BOLLARD, FIRE DEPARTMENT CONNECT, PROPANE TANK, WATER LINE, GAS LINE, SANITARY SEWER LINE, TELEPHONE LINE, ELECTRIC LINE, OVERHEAD POWERLINE, BARBED WIRE FENCE, IRON FENCE, S.I.P.-SET IRON PIN, I.P.-IRON PIN, F.I.P.-FOUND IRON PIN, H.C.-HANDICAP, R.C.P.-REINFORCED CONCRETE PIPE, B.U.L.-BUILDING LIMIT LINE, U.E.-UTILITY EASEMENT. NOTE: ALL MONUMENTS SET ARE CAPPED 1/2" IRON PINS OR MAG NAILS WITH WADERS BOTH BEING STAMPED "D&E RPLS 6904" UNLESS NOTED OTHERWISE.

FLOOD NOTE

Pursuant to Table A Item 3, Said described property is, by graphical plotting only, located within an area having a Zone Designation "X", "AE", & "Floodway" by FEMA, on Flood Insurance Rate Map No. 4811X130514L, dated 7/7/2014, and is in a special flood hazard area. No field surveying was performed to determine this zone.

PROJECT REVISION RECORD

Table with 4 columns: DATE, DESCRIPTION, DATE, DESCRIPTION. Row 1: 02/08/2024, FIRST DRAFT, 02/16/2024, NETWORK COMMENTS, 02/21/2024, ZONING. Row 2: FIELD WORK, DRAFTED: BT, CHECKED BY: TD, FB & PG.

SIGNIFICANT OBSERVATIONS

No significant observations were made at the time of the survey.

LEGAL

THIS SURVEY WAS PREPARED FOR THE PURPOSE OF THIS REAL ESTATE TRANSACTION ONLY AND NO FURTHER PARTIES OTHER THAN THOSE CERTIFIED ABOVE SHALL RELY ON IT FOR ANY OTHER PURPOSE OR TRANSACTION

ALTA/NSPS LAND TITLE SURVEY

for Alterra - Hutchins NV5 Project No. 202304488-001

904, 1080, 1300 & 1310 S. Interstate 45 Service Road, Hutchins, TX 75141

Based upon Title Commitment No. 23-1550-TX of First American Title Insurance Company Bearing an effective date of November 21, 2023

Surveyor's Certification

To: First American Title Insurance Company; and Bock & Clark Corporation, an NV5 Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed on 2/6/2024.

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 3, Land Title Survey.

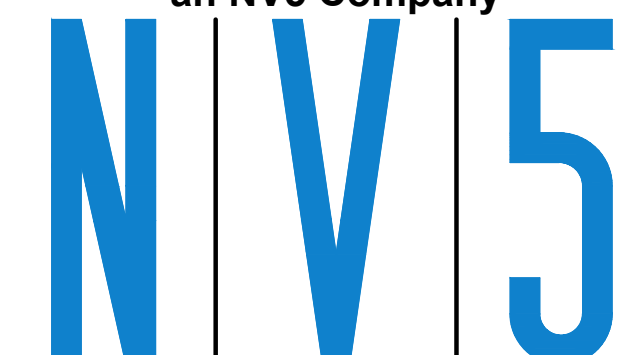
PRELIMINARY

Troy Dee Registration No. 6904 In the State of Texas Date of survey: February 8, 2024 Date of last revision: February 21, 2024 Network Project No. 202304488-001-RLS

Golden Job No: 241181



Bock & Clark Corporation an NV5 Company

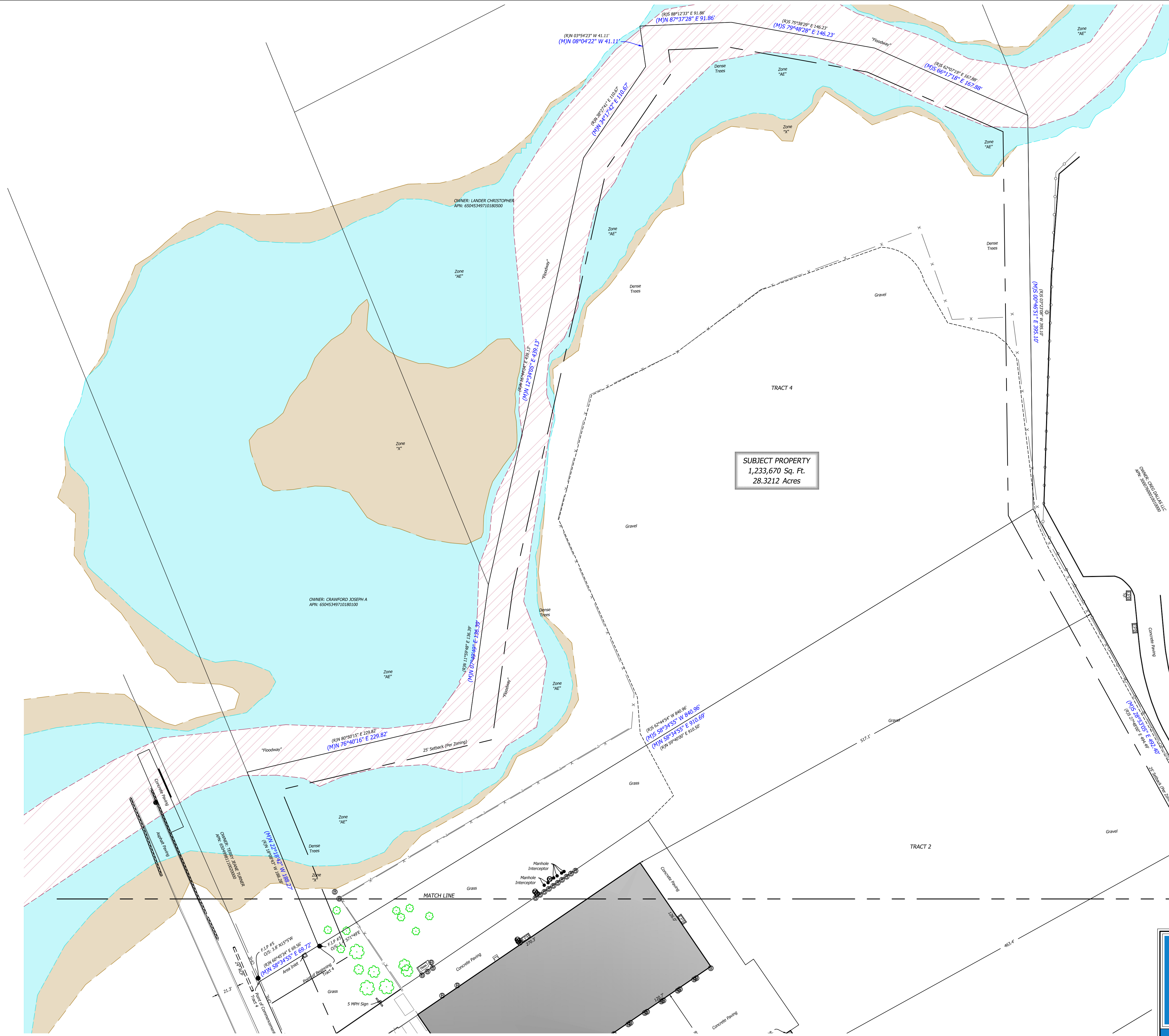
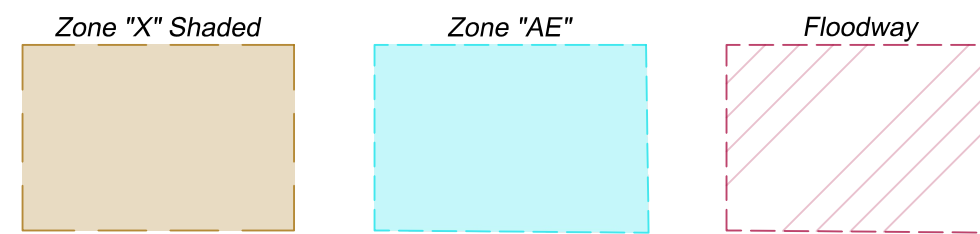


Transaction Services 1-800-SURVEYS (787-8397) 3550 W. Market Street, Suite 200, Akron, Ohio 44333 www.BockandClark.com mayhelpyou@bockandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

LEGEND OF SYMBOLS & ABBREVIATIONS

- ☉ POWER POLE
- ☼ LIGHT POLE
- ⊕ GUY ANCHOR
- ⊞ ELECTRIC METER
- ⊞ ELECTRIC BOX
- ⊞ ELEC. TRANSFORMER
- ⊞ ELEC. MANHOLE
- ⊞ ELEC. PEDESTAL
- ⊞ ELEC. PULL BOX
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- ⊞ SANITARY SEWER MANHOLE
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- ⊞ BOLLARD
- ⊞ FIRE DEPARTMENT CONNECT
- ⊞ PROPANE TANK
- ⊞ GAS METER
- ⊞ GAS VALVE
- ⊞ GAS MARKER
- ⊞ OIL PIPELINE MARKER
- ⊞ SIGN
- ⊞ FIRE HYDRANT
- ⊞ WATER MANHOLE
- ⊞ WATER VALVE
- ⊞ WATER METER
- ⊞ DOWN SPOUT
- ⊞ AIR CONDITIONER
- ⊞ TRAFFIC SIGNAL
- ⊞ TRAFFIC SIGNAL BOX
- ⊞ PEDESTRIAN CROSSING SIGNAL
- ⊞ GREASE TRAP
- ⊞ MAIL BOX
- ⊞ FLAG POLE
- ⊞ SECTION CORNER
- ⊞ QUARTER CORNER
- ⊞ SET IRON PIN W/CAP
- ⊞ SET MAG NAIL W/WASHER
- ⊞ FOUND MONUMENT
- ⊞ RIGHT OF WAY MARKER
- ⊞ TREE
- ⊞ BUSH
- ⊞ YARD HYDRANT/SPICKET
- ⊞ BENCHMARK
- ⊞ FIBER OPTIC LINE
- ⊞ PROPERTY LINE
- ⊞ LOT LINE
- ⊞ EASEMENT LINE
- ⊞ SECTION LINE
- ⊞ CHAIN LINK FENCE
- ⊞ WOOD PANEL FENCE
- ⊞ GUARD RAIL
- ⊞ I.P. - SET IRON PIN
- ⊞ I.P. - IRON PIN
- ⊞ CGMP - CORRUGATED METAL PIPE
- ⊞ F.I.P. - FOUND IRON PIN
- ⊞ H.C. - HANDICAP
- ⊞ R.C.P. - REINFORCED CONCRETE PIPE
- ⊞ B.U.L. - BUILDING LIMIT LINE
- ⊞ U.E. - UTILITY EASEMENT



**NV5** ALTA/NSPS LAND TITLE SURVEY  
 PREPARED FOR  
**Alterra - Hutchins**  
 DATE OF FIELD SURVEY: 2/6/2024  
 NETWORK PROJECT NUMBER: 202304488-001-RLS  
**1-(800)-SURVEYS (787-8397)**  
 TRANSACTION SERVICES  
 www.bockandclark.com maywehelpyou@bockandclark.com www.NV5.com



**Former Site Specific Use Permit  
(for reference only)**

ORDINANCE NO. 835

**AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF HUTCHINS, GRANTING A ZONING CHANGE FROM HC, HIGHWAY COMMERCIAL, TO HC, HIGHWAY COMMERCIAL WITH A SPECIFIC USE PERMIT FOR AUTO STORAGE, SUBJECT TO SPECIAL CONDITIONS, FOR THE TRACT OF LAND, CONSISTING OF 4.996 ACRES OF LAND LOCATED AT 1310 I-45 SOUTH IN HUTCHINS, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Planning Commission of the City of Hutchins and the governing body of the City of Hutchins, in compliance with state laws with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and all persons interested in and situated in the affected area and in the vicinity thereof, the governing body of the City of Hutchins is of the opinion that said zoning change should be granted and the Comprehensive Zoning Ordinance 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 of the City of Hutchins, Texas be, and the same is hereby amended by amending the Comprehensive Zoning Ordinance and Zoning Map of the City of Hutchins so as to grant a special use permit on property presently zoned HC, Highway Commercial District zoning classification to HC Highway Commercial with a special use permit for an Auto Storage Facility, subject to special conditions. The property is more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

**SECTION 2.** That the special use permit for an Auto Storage Facility on property presently zoned HC Highway Commercial District zoning classification is granted subject to the following conditions and restrictions, to wit:

1. That the property owner shall construct and maintain in good condition a double slatted fence eight (8) feet in height around the outside boundary of the property.
2. That the Specific Use Permit granted herein is non-transferable and may be used only by the applicant, LKQ Auto Parts of North Texas, L.P.

**SECTION 3.** Should any paragraph, sentence, 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 4** That all ordinances of the City of Hutchins in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City of Hutchins not in conflict with the provisions of the ordinance shall remain in full force and effect.

**SECTION 5.** That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Hutchins, as amended herein by the granting of the special use permit.

**SECTION 6.** 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 as amended hereby and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 7.** This ordinance shall take effect immediately from and after its passage and publication of the caption of said ordinance as the law in such case provides.

**DULY PASSED** by the City Council of the City of Hutchins, Texas, on the 18<sup>th</sup> day of December, 2006.

**APPROVED:**

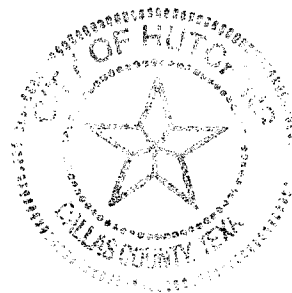
*Steve Johnson*  
**MAYOR**

**APPROVED AS TO FORM:**

*H. Louis Nichols*  
**CITY ATTORNEY**  
(HLN/mew 11-01-06)(ORD1332)

**DULY RECORDED:**

*James G. Daniel*  
**CITY SECRETARY**



## LEGAL DESCRIPTION

Being a tract of land situated in the William Gatlin Survey, Abstract No. 499, City of Hutchins, Dallas County, Texas and being a tract of land conveyed by deed to KGG Enterprises, a Partnership, recorded in Volume 80245, Page 2588, Deed Records, Dallas County, Texas and being more particularly described as follows:

Beginning at a 3/8 inch iron rod found for the most westerly corner of said KGG tract, said point also being the most southerly corner of a tract of land conveyed to Ernest L. Phelps, recorded in Volume 82080, Page 37, Deed Records, Dallas County, Texas, said point also being on the northeast line of Interstate 45 (300' R.O.W.), said point also being S 22°41'13" E, 222.60 ft. from a 1/2 inch (slipk) iron rod found for the most southerly corner of a tract of land conveyed to LKQ Auto Parts of North Texas, LP, recorded in Volume 2004035, Page 3224, Deed Records, Dallas County, Texas;

THENCE N 60°07'33" E, leaving the northeast line of said Interstate 45 and along the common line of said KGG and Phelps tracts, a distance of 647.62 ft. to a 1/2 inch iron rod set for corner on a southwesterly line of a tract of land conveyed to Covenant Transport, Inc., recorded in Volume 2003078, Page 12512, Deed Records, Dallas County, Texas;


THENCE S 28°31'40" E, along the common line of said KGG and Covenant Transport tracts, a distance of 221.29 ft. to a 1/2 inch iron rod set for corner, same being the most northerly corner of a tract of land conveyed to Bestplate, Inc., said point bears S 50°07'33" W, 2.81 ft. from a found 1/2 inch iron rod;

THENCE S 60°07'33" W, along the common line of said KGG and Bestplate tracts, a distance of 993.67 ft. to a 1/2 inch iron rod set for corner on the northeast line of said Interstate 45;

THENCE N 22°42'20" W, along the northeast line of said Interstate 45, a distance of 222.97 ft. to the Point of Beginning and containing 4.996 acres (217, 612 Sq. Ft.) of land.

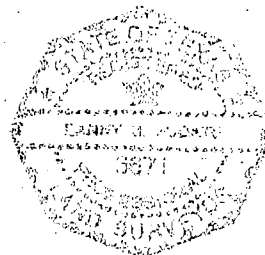
## CERTIFICATION

This survey was performed in connection with the property described in GF No. 000427115 of Chicago Title Company. USE OF THIS SURVEY FOR ANY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM. I, Danny B. Fugate, Registered Professional Land Surveyor, State of Texas, do certify to that this plat represents measurements performed upon the ground under my supervision, and indicates set back lines (if any), apparent easements or encumbrances that I have been made aware of in connection with this GF. No., and fences as they are visible on the ground, and that the visible improvements, if any, are wholly within the boundary lines of the property, and that there are no encroachments, protrusions, or overlapping of improvements except as shown hereon. This is a true and correct survey.

By:   
Registered Professional Land Surveyor No. 3671  
State of Texas

DATE: 4-11-2006

1310 INTERSTATE 45



EXHIBIT

tabbles

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**CITY OF HUTCHINS  
ORDINANCE NO. 2026-02-1221**

**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 WITH TRACT 2 CONSISTING OF ±10.4903 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS AND BEING A TRACT OF LAND CONVEYED TO T.S. MILLER LTD., RECORDED IN VOLUME 98237, PAGE 5044, DEED RECORDS, DALLAS COUNTY TEXAS; TRACT 3 CONSISTING OF ±5.000 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY ABST. NO. 499, DALLAS COUNTY, TEXAS, AND BEING PART OF A CERTAIN TRACT OF LAND AS DESCRIBED IN DEED TO T.F. CAMPBELL, RECORDED IN VOLUME L, PAGE 412 OF THE DEED RECORDS OF DALLAS COUNTY TEXAS; TRACT 4 CONSISTING OF ±7.8516 ACRES OF LAND SITUATED IN THE THOMAS FREEMAN SURVEY, ABSTRACT NO. 453, AND THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, AND SAID TRACT OF LAND BEING A PART OF TRACTS 1 AND 3 IN A WARRANTY DEED CONVEYED TO J.R.; EACH TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”; 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, be and the same are hereby amended to grant a change in zoning from Highway Commercial (HC) to Light Industrial (LI) and allowing for Specific Use Permits on three (3) tracts of land with Tract Two consisting of ±10.4903 acres of land situated in the William Gatlin Survey, Abstract No.

499, Dallas County, Texas and being a tract of land conveyed to T.S. Miller Ltd., recorded in Volume 98237, Page 5044, Deed Records, Dallas County, Texas; Tract 3 consisting of ±5.000 acres of land situated in the William Gatlin Survey Abst. No. 499, Dallas County, Texas, and being part of a certain tract of land as described in Deed to T.F. Campbell, recorded in Volume L, Page 412 of the Deed Records of Dallas County, Texas; Tract 4 consisting of ±7.8516 acres of land; situated in the Thomas Freeman Survey, Abstract No. 453, and the William Gatlin Survey, Abstract No. 499, and said tract of land being a part of Tracts 1 and 3 in a Warranty Deed conveyed to J.R.; each tract of land being more particularly described in Exhibit “A” (the “Property”); and allowing for Specific Use Permits without special conditions.

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

**SECTION 3.** The Property will allow for Specific Use Permits (SUPs) without special conditions as follows:

- (a) Transportation Uses for a motor freight company/terminal;
- (b) Commercial Uses for heavy machinery sales and storage;
- (c) Commercial Uses for truck sales and storage;
- (d) Industrial and Related Uses for low risk industrial manufacturing not wholly enclosed within a building; and
- (e) Industrial and Related Uses for low risk industrial manufacturing wholly enclosed within a building.

**SECTION 4.** 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 5.** 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 6.** 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 7.** 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 8.** 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 9.** 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 10.** 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 16th DAY OF MARCH 2026.**

**CITY OF HUTCHINS, TEXAS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joseph J. Gorfida Jr., City Attorney  
(02-26-2026: 4933-5372-1234, v. 1)

**EXHIBIT "A"**  
**Description**

**Current Legal Description <sup>1</sup>**

**TRACT 2:**

BEING A TRACT OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, DALLAS COUNTY, TEXAS AND BEING A TRACT OF LAND CONVEYED TO T.S. MILLER, LTD., RECORDED IN VOLUME 98237, PAGE 5044, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID MILLER TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF S. INTERSTATE 45 (300' R.O.W.), SAID POINT BEING N 22°46'00" W 891.33 FT. FROM THE NORTHWEST CORNER OF MILTON TRUCK LINE ADDITION, AN ADDITION TO THE CITY OF HUTCHINS RECORDED IN VOLUME 93117, PAGE 1437, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE N 22°46'00" W, ALONG THE NORTHEAST LINE OF SAID S. INTERSTATE 45, A DISTANCE OF 490.64 FT. TO A 3/4 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID MILLER TRACT;

THENCE N 59°40'00" E, LEAVING THE NORTHEAST LINE OF SAID S. INTERSTATE 45 AND ALONG THE NORTH LINE OF SAID MILLER TRACT, A DISTANCE OF 910.50 FT. TO A 1/2 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF SAID MILLER TRACT;

THENCE S 27°48'00" E, ALONG THE EAST LINE OF SAID MILLER TRACT, A DISTANCE OF 494.49 FT. TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID MILLER TRACT;

THENCE S 60°07'33" W, ALONG THE SOUTH LINE OF SAID MILLER TRACT, A DISTANCE OF 953.28 FT. TO THE POINT OF BEGINNING AND CONTAINING 10.4903 ACRES (456, 956 SQ. FT.) OF LAND, MORE OR LESS.

**TRACT 3:**

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

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<sup>1</sup> See Attached Survey to tie out legal descriptions and tract numbers. Subject will be re-platted subject to zoning change approval.

**EXHIBIT "A"**

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN TRACT OF LAND DESCRIBED IN DEED TO T.F. CAMPBELL IN VOLUME O, PAGE 321, DEED RECORDS, DALLAS COUNTY, TEXAS, A FENCE CORNER;

THENCE NORTH 27 DEGREES 48 MINUTES WEST, ALONG THE NORTHEAST LINE OF SAID CAMPBELL TRACTS, 431.69 FEET, TO THE POINT OF BEGINNING OF THE 5.000 ACRE TRACT DESCRIBED HEREIN;

THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, 993.15 FEET TO A POINT IN THE NORTHEAST LINE OF U.S. HIGHWAY NO. 75;

THENCE NORTH 22 DEGREES 46 MINUTES 00 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID HIGHWAY, 223.27 FEET;

THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, 973.55 FEET TO THE NORTHEAST LINE OF SAID CAMPBELL TRACT;

THENCE SOUTH 27 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID CAMPBELL TRACT, 221.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.000 ACRES OF LAND.

**TRACT 4:**

BEING A TRACT OF LAND SITUATED IN THE THOMAS FREEMAN SURVEY, ABSTRACT NO. 453, AND THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 499, AND SAID TRACT OF LAND BEING A PART OF TRACTS 1 AND 3 IN A WARRANTY DEED CONVEYED TO J.R.

MARRIOTT AND B.O. MARRIOTT RECORDED IN VOLUME 85121, PAGE 5536, DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2 INCH IRON ROD WITH ALBERT HALFF CAP AT THE SOUTHWEST CORNER OF SAID TRACT 3, SAID POINT BEING NORTH 60 DEGREES 45 MINUTES 34 SECONDS EAST, 69.56 FEET FROM A FOUND 3/4 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF INTERSTATE HIGHWAY 45 (300 FOOT R.O.W.), SAID BEGINNING POINT ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO D.R. TURNER, DATED 5/25/66, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 18 DEGREES 08 MINUTES 43 SECONDS WEST, (DEED-NORTH 18 DEGREES 52 MINUTES WEST), ALONG THE COMMON LINE OF SAID TRACT 3 AND SAID TURNER TRACT, A DISTANCE OF 188.28 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF RAWLINS BRANCH;

THENCE ALONG THE CENTERLINE OF RAWLINS BRANCH THE FOLLOWING CALLS:

**EXHIBIT "A"**

THENCE NORTH 80 DEGREES 50 MINUTES 15 SECONDS EAST, A DISTANCE OF 229.82 FEET TO A POINT FOR CORNER; THENCE NORTH 11 DEGREES 59 MINUTES 48 SECONDS EAST, A DISTANCE OF 136.39 FEET TO A POINT FOR CORNER; THENCE NORTH 16 DEGREES 44 MINUTES 04 SECONDS EAST, A DISTANCE OF 439.13 FEET TO A POINT FOR CORNER; THENCE NORTH 38 DEGREES 27 MINUTES 41 SECONDS EAST, A DISTANCE OF 110.67 FEET TO A POINT FOR CORNER; THENCE NORTH 3 DEGREES 54 MINUTES 23 SECONDS WEST, A DISTANCE OF 41.11 FEET TO A POINT FOR CORNER; THENCE SOUTH 88 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 91.86 FEET TO A POINT FOR CORNER; THENCE SOUTH 75 DEGREES 38 MINUTES 29 SECONDS EAST, A DISTANCE OF 146.23 FEET TO A POINT FOR CORNER;

THENCE SOUTH 62 DEGREES 07 MINUTES 19 SECONDS EAST, A DISTANCE OF 167.88 FEET TO A POINT FOR CORNER ON A SOUTHEAST LINE OF SAID TRACT 1;

THENCE SOUTH 3 DEGREES 23 MINUTES 08 SECONDS WEST, (DEED-SOUTH 2 DEGREES 45 MINUTES WEST), LEAVING THE

CENTERLINE OF SAID RAWLINS BRANCH AND ALONG A SOUTHEAST LINE OF SAID TRACT 1, A DISTANCE OF 395.10 FEET TO A FOUND THREADED IRON ROD FOR THE SOUTHEAST CORNER OF SAID TRACT 1, SAID POINT ALSO BEING ON THE NORTHEAST LINE OF SAID MILLER TRACT;

THENCE SOUTH 62 DEGREES 44 MINUTES 54 SECONDS WEST, ALONG THE COMMON LINE OF SAID TRACTS 1 AND 3 WITH SAID MILLER TRACT, A DISTANCE OF 840.96 FEET (DEED-848.00 FEET), TO THE POINT OF BEGINNING AND CONTAINING 7.8516 ACRES (342,016 SQUARE FEET) OF LAND, MORE OR LESS.



# STAFF REPORT

**MEETING DATE:** March 16, 2026

**MEETING TYPE:** City Council

**SUBMITTED BY:** Blake Moore

**AGENDA CAPTION:** Discuss and consider a Replat for 800 N Denton St. recently acquired by the City of Hutchins.

Presented by: Chief Building Official Blake Moore

### **Background Information**

The City of Hutchins has recently purchased the land east of the New City Hall which backs up to the Little Flock Church. This property is Zoned Retail and is a heavily wooded area. Chris Howard with Geonav has done the survey of the land and combing it with the City Hall Property gives us 7.340 Acres.

Staff has reviewed the re-plat and all corrections requested have been made.

### **Budget Implications**

### **Operational Impact**

### **Legal Review**

### **Staff Recommendation**

Staff Recommends Approval

### **Supporting Documentation and Attachments**

Property Legal description Attached

WHEREAS, the City of Hutchins and Hutchins Sunrise, LP are the owners of a 5.00 acres tract of land situated in the Benjamin Matthews Survey, Abstract Number 898, Town of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A of Hutchins Addition, an addition to the City of Hutchins as recorded in Instrument Number 202400056602 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being part of Kanady's Addition, an addition to the Town of Hutchins as recorded in Volume Q, Page 281 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being all of a tract of land described in a deed to the City of Hutchins, as recorded in Instrument Numbers 202300097741 and 20230021005"1, O.P.R.D.C.T. and being part of that tract of land described in deed to Hutchins Sunrise, LP, as recorded in Volume 2003041, Page 5081, D.R.D.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the north end of a corner clip at the intersection of the northeast right-of-way line of J.J. Lemmon Street (a 100-foot wide right-of-way) with the northwesterly line of Lancaster Hutchins Road (a variable width right-of-way), said corner being the most southerly southwest corner of said Hutchins Sunrise tract;

THENCE North 30 degrees 51 minutes 58 seconds West, along the common said northeasterly right-of-way line of N. J.J. Lemmon Street and the southwest line of said City stamped "GEONAV"(hereinafter referred to as "with cap") set for the northwest corner of the herein described tract;

THENCE North 59 degrees 08 minutes 02 seconds East, along the north line of said City of Hutchins tract and over and across said Hutchins Sunrise, LP, tract, a distance of 544.52 feet to a 5/8-inch iron rod with a cap stamped "KHA"found for corner for the northeast corner of said Lot 1, Block A;

THENCE North 39 degrees 02 minutes 39 seconds East, continuing over and across said Hutchins Sunrise tract, a distance of 242.80 feet to a 5/8-inch iron rod with a cap stamped "KHA"found for corner;

THENCE North 58 degrees 34 minutes 43 seconds East, continuing over and across said Hutchins Sunrise tract, a distance of 365.09 feet to a 1/2-inch iron rod with cap set for corner on the common east line of said Hutchins Sunrise tract and the west line of that tract of land described in deed to Little Flock Baptist Church, as recorded in Volume 310, page 346, D.R.D.C.T.;

THENCE South 30 degrees 59 minutes 07 seconds East, along the common east line of said Hutchins Sunrise tract and said west line, a distance of 33.61 feet to a point for the common most easterly southeast corner of said Hutchins Sunrise tract and the southwest corner of said Little Flock tract, said corner being on the aforementioned northwesterly right-of-way line of Lancaster Hutchins Road

THENCE South 31 degrees 17 minutes 02 seconds West, along the common south line of said Hutchins Sunrise tract and said Lot 1, Block A and said northwesterly right-of-way line, a distance of 1,239.29 feet to a 1/2-inch iron rod set for the south end of the aforementioned corner clip;

THENCE North 84 degrees 43 minutes 58 seconds West, along said corner clip, a distance of 51.93 feet to the POINT OF BEGINNING AND CONTAINING 320,762 square feet or 7.340 acres of land, more or less.

**SURVEYOR'S NOTES:**

- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot) with a combined scale factor of 1.000136506.
- Per FEMA Flood Insurance Rate Map Number 48113C0513L, dated July 7, 2014, the subject property lies within Zone X (unshaded), designated as those areas outside the 0.2% annual chance floodplain.
- Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
- The purpose of this plat is to replat into a single lot for development.

**OWNER'S CERTIFICATE**

STATE OF TEXAS  
COUNTY OF DALLAS

WHEREAS, the City of Hutchins and Hutchins Sunrise, LP are the owners of a 5.00 acres tract of land situated in the Benjamin Matthews Survey, Abstract Number 898, Town of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A of Hutchins Addition, an addition to the City of Hutchins as recorded in Instrument Number 20240056602 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being part of Kanady's Addition, an addition to the Town of Hutchins as recorded in Volume Q, Page 281 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being all of a tract of land described in a deed to the City of Hutchins, as recorded in Instrument Numbers 20230097741 and 202300210051, O.P.R.D.C.T., and being part of that tract of land described in deed to Hutchins Sunrise, LP, as recorded in Volume 2003041, Page 5081, D.R.D.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the north end of a corner clip at the intersection of the northeast right-of-way line of J.J. Lemmon Street (a 100-foot wide right-of-way) with the northwesterly line of Lancaster Hutchins Road (a variable width right-of-way), said corner being the most southerly southwest corner of said Hutchins Sunrise tract;

THENCE North 30 degrees 51 minutes 58 seconds West, along the common said northeasterly right-of-way line of N. J. Lemmon Street and the southwest line of said City of Hutchins tract, a distance of 495.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "GEONAV" (hereinafter referred to as "with cap") set for the northwest corner of the herein described tract;

THENCE North 59 degrees 08 minutes 02 seconds East, along the north line of said City of Hutchins tract and over and across said Hutchins Sunrise, LP, tract, a distance of 544.52 feet to a 5/8-inch iron rod with a cap stamped "KHA" found for corner for the northeast corner of said Lot 1, Block A;

THENCE North 39 degrees 02 minutes 39 seconds East, continuing over and across said Hutchins Sunrise tract, a distance of 242.80 feet to a 5/8-inch iron rod with a cap stamped "KHA" found for corner;

THENCE North 58 degrees 34 minutes 43 seconds East, continuing over and across said Hutchins Sunrise tract, a distance of 365.09 feet to a 1/2-inch iron rod with cap set for corner on the common east line of said Hutchins Sunrise tract and the west line of that tract of land described in deed to Little Flock Baptist Church, as recorded in Volume 310, page 346, D.R.D.C.T.;

THENCE South 30 degrees 59 minutes 07 seconds East, along the common east line of said Hutchins Sunrise tract and said west line, a distance of 33.61 feet to a point for the common most easterly southeast corner of said Hutchins Sunrise tract and the southwest corner of said Little Flock tract, said corner being on the aforementioned northwesterly right-of-way line of Lancaster Hutchins Road

THENCE South 31 degrees 17 minutes 02 seconds West, along the common south line of said Hutchins Sunrise tract and said Lot 1, Block A and said northwesterly right-of-way line, a distance of 1,239.29 feet to a 1/2-inch iron rod set for the south end of the aforementioned corner clip.

THENCE North 84 degrees 43 minutes 58 seconds West, along said corner clip, a distance of 51.93 feet to the POINT OF BEGINNING AND CONTAINING 320,762 square feet or 7.340 acres of land, more or less.

**OWNER'S DEDICATION**

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, CITY OF HUTCHINS AND HUTCHINS SUNRISE, LP, acting through its undersigned agent, does hereby adopt this plat designating the herein above described property as, HUTCHINS ADDITION, LOT 1R, BLOCK A, an addition to the City of Hutchins, Dallas County, Texas, and does hereby dedicate to the public use forever, the streets and alleys shown hereon; and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of the City of Hutchins and all public utilities desiring to use, or using same. No buildings, fences, trees, shrubs, signs or other improvements shall be constructed or placed upon, over or across the easement strips on said plat. The City of Hutchins and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, signs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective system in said Easement strips and The City of Hutchins and public utility entities shall at all times have the full right of ingress and egress to and from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing from all or parts of their respective systems without the necessity at any time of procuring permission from anyone. A Blanket Easement of a five (5) foot radius from the center point of all fire hydrants and a five (5) foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes, street lights) is hereby granted to the City of Hutchins for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Hutchins, Texas.

WITNESS my hand, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF HUTCHINS

City of Hutchins, Owner

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of 2025.

Notary Public in and for the State of Texas

HUTCHINS SUNRISE, LP

Hutchins Sunrise, LP, Owner

STATE OF TEXAS  
COUNTY OF DALLAS

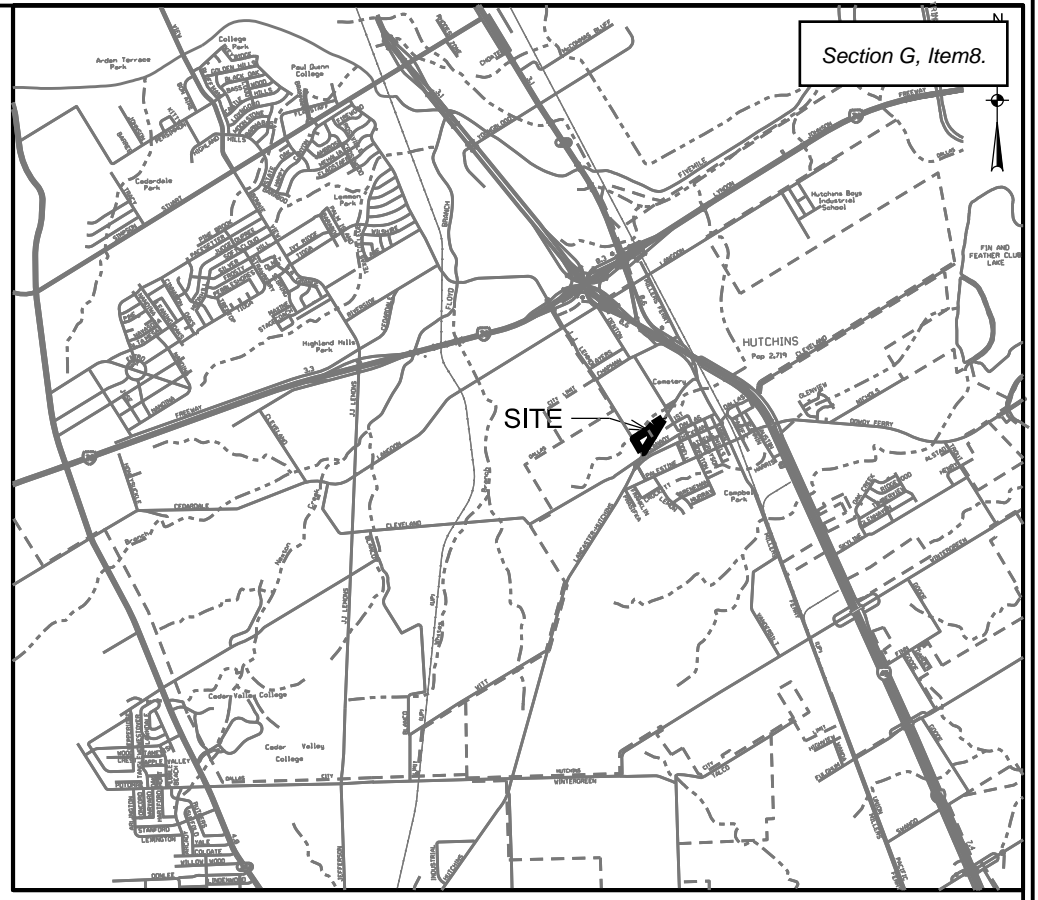
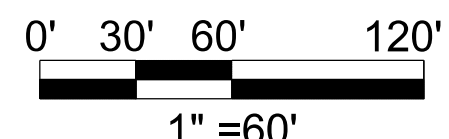
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of 2025.

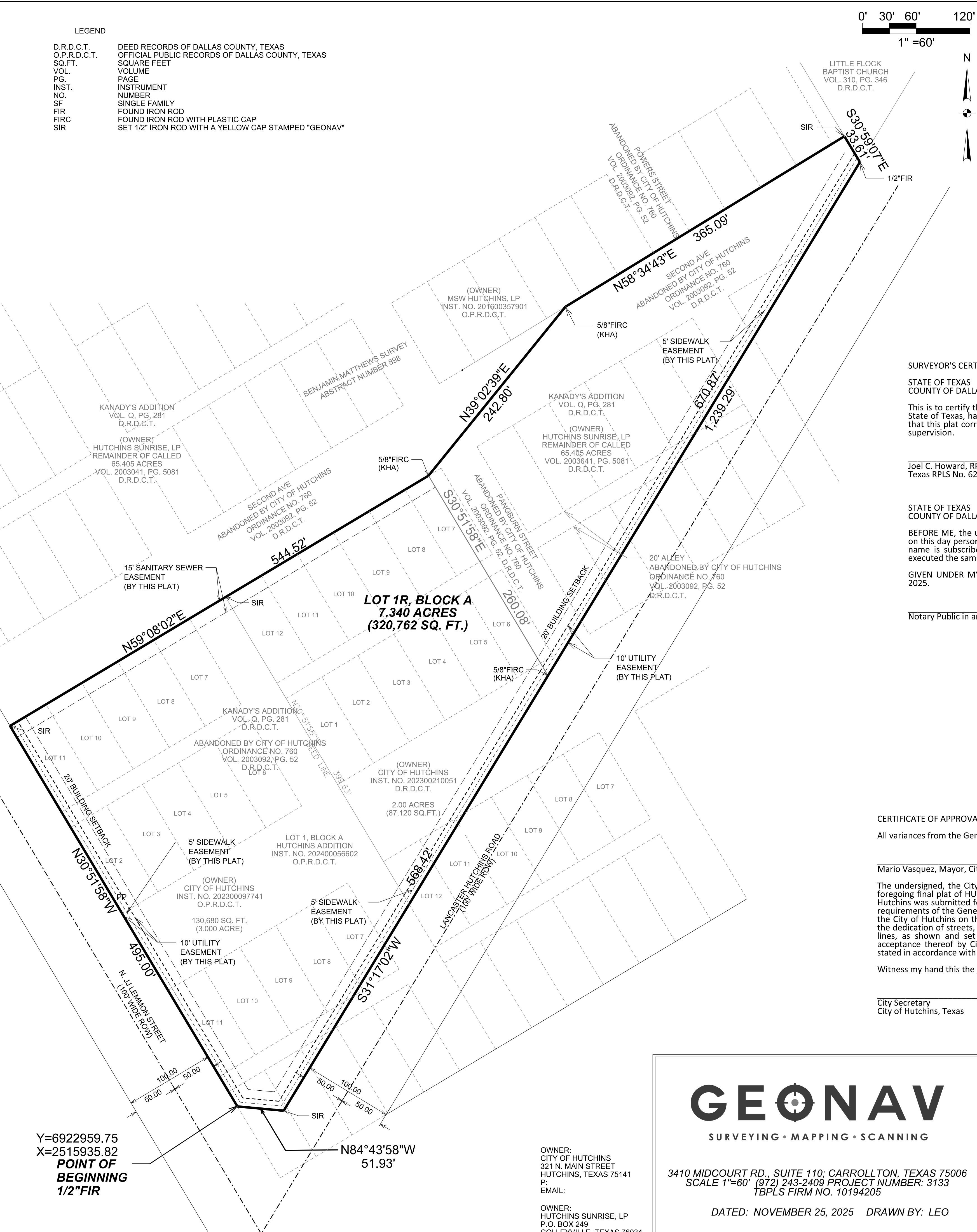
Notary Public in and for the State of Texas

LEGEND

D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
SQ.FT.	SQUARE FEET
VOL.	VOLUME
PAGE	PAGE
INST.	INSTRUMENT
NO.	NUMBER
SF	SINGLE FAMILY
FIR	FOUND IRON ROD
FIRC	FOUND IRON ROD WITH PLASTIC CAP
SIR	SET 1/2" IRON ROD WITH A YELLOW CAP STAMPED "GEONAV"



VICINITY MAP  
NOT TO SCALE

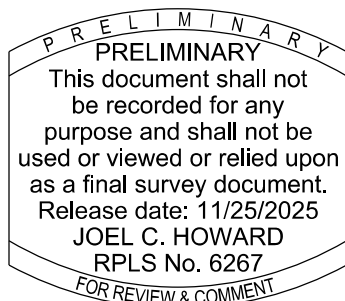


**SURVEYOR'S CERTIFICATE**

STATE OF TEXAS  
COUNTY OF DALLAS

This is to certify that I, Joel C. Howard, a Registered Professional Land Surveyor of the State of Texas, have platted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

Joel C. Howard, RPLS, PLS  
Texas RPLS No. 6267



STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Joel C. Howard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public in and for the State of Texas

**CERTIFICATE OF APPROVAL BY THE CITY OF HUTCHINS**

All variances from the General Development Ordinance Approved by City Council.

Mario Vasquez, Mayor, City of Hutchins

The undersigned, the City Secretary of the City of Hutchins, hereby certifies that the foregoing final plat of HUTCHINS ADDITION, LOT 1R, BLOCK A, Addition to the City of Hutchins was submitted for review and approved as a Preliminary Plat meeting all the requirements of the General Development Ordinance as set forth by the ordinances of the City of Hutchins on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and including acceptance of the dedication of streets, alleys, parks, easements, public places and water and sewer lines, as shown and set forth in and upon said plat, and further authorized the acceptance thereof by City Staff, signing as hereinabove subscribed in the capacity stated in accordance with City Ordinances.

Witness my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

City Secretary  
City of Hutchins, Texas

**GEONAV**  
SURVEYING • MAPPING • SCANNING

3410 MIDCOURT RD., SUITE 110; CARROLLTON, TEXAS 75006  
SCALE 1"=60' (972) 243-2409 PROJECT NUMBER: 3133  
TBPLS FIRM NO. 10194205

DATED: NOVEMBER 25, 2025 DRAWN BY: LEO

OWNER:  
CITY OF HUTCHINS  
321 N. MAIN STREET  
HUTCHINS, TEXAS 75141  
P:  
EMAIL:

OWNER:  
HUTCHINS SUNRISE, LP  
P.O. BOX 249  
COLLEYVILLE, TEXAS 76034  
P:  
EMAIL:

Y=6922959.75  
X=2515935.82  
**POINT OF BEGINNING**  
1/2" FIR

N84°43'58"W  
51.93'



# STAFF REPORT

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**MEETING DATE:** March 16, 2026

**MEETING TYPE:** City Council

**SUBMITTED BY:** Cynthia Olguin

**AGENDA CAPTION:** Discuss and consider appointments to the Hutchins Animal Services Advisory Commission. Presented by: Cynthia Olguin, City Secretary

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**Background Information**

On August 18, 2025, the Hutchins City Council adopted Ordinance 2025-08-1210, amending the Code of Ordinances by establishing the Animal Services Advisory Commission in compliance with V.T.C.A. Health and Safety Code Chapter 823.

The commission shall act in an advisory capacity to the city council with respect to matters concerning regulations for adoption by the city council and recommendations regarding the city’s animal shelter and animal services.

The commission is required to meet at least three (3) times a year.

The commission shall make recommendations to the police chief or his designee for the betterment of the community concerning operations, policies, procedures, new programs, and the improvement of existing programs.

**Composition; Terms; Qualifications:**

The commission shall consist of five (5) members appointed by the city council for a term of two (2) years and shall serve until their successor is appointed. The commission shall consist of the following representatives:

1. Licensed veterinarian
2. Municipal Officer
3. Citizen who is a resident of the city of Hutchins
4. Representative from an animal welfare organization
5. Person whose duties shall include the daily operation of an animal shelter.

**Chairperson and Vice Chairperson:**

The city council shall appoint a chairperson and a vice chairperson.

**Staff Recommendation**

Staff recommend the following appointments:

1. Dr. Caroline Brown – Licensed Veterinarian
2. Steve Nichols – Municipal Officer
3. Margaret Davis – Community Member
4. Chad Chamberlain, Duncanville ACO/Animal Welfare
5. Vanessa Guevara – Animal Shelter Operator

**RECOMMENDED MOTIONS: TWO (2) MOTIONS REQUIRED**

1. *I make a motion to appoint...*

*Dr. Caroline Brown, Steve Nichols, Margaret Davis, Chad Chamberlain and Vanessa Guevara*

*..to the Animal Services Advisory Commission for a two (2) year term.*

2. *I make a motion to appoint...*

\_\_\_\_\_

*..as Chairperson to the Animal Services Advisory Commission*

*And*

\_\_\_\_\_

*..as Vice Chairperson to the Animal Services Advisory Commission.*



### CITY OF HUTCHINS BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141  
or email to colguin@cityofhutchinstx.gov

**APPLICANTS MUST MEET THE FOLLOWING THE MINIMUM REQUIREMENTS:**

1. LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS
2. A REGISTERED VOTER IN THE CITY OF HUTCHINS
3. THERE MAY BE ADDITIONAL REQUIREMENTS AS REQUIRED BY THE RESOLUTION OR ORDINANCE ESTABLISHING EACH BOARD

**Board or Commission you wish to serve: Check One (1):**

<input type="checkbox"/>	Atwell Public Library Board	<input type="checkbox"/>	Building and Standards Commission
<input type="checkbox"/>	Economic Development Corporation	<input type="checkbox"/>	Historical Society Board
<input type="checkbox"/>	Parks and Recreation Board	<input type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	TIRZ – Tax Increment Financing Zone	<input type="checkbox"/>	Zoning Board of Adjustment
<input type="checkbox"/>	Keep Hutchins Beautiful Advisory Board	<input checked="" type="checkbox"/>	Animal Services Advisory Commission

**Applicant Information:**

Nichols (Ms./Mrs./Mr.) (Last Name)      Stephen (First Name)      P (MI)

[Redacted] Home Address      75141 Zip Code

[Redacted] Home Phone Number      [Redacted] Cell Phone Number      Thaplumner@icloud.com Email Address

1. Resident of the City for 50 years. Are you a Qualified Registered Voter?  YES  NO
2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?  
 1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?  
 YES  NO If yes, please explain: \_\_\_\_\_
3. Please list any education, experience or special knowledge that qualifies you to serve: \_\_\_\_\_  
 \_\_\_\_\_
4. List any civic or community activities in which you have been involved. City Council
5. Have you or are you currently serving on another Board or Commission?  YES  NO  
 If yes, please list and include approximate dates of service. City Councilman  
TIF Board EDC Board

- 6. Are you an existing Board/Commission member desiring to remain on the same board?  YES  NO
- 7. Have you attended a City Council meeting before?  YES  NO
- 8. Have you attended a Board or Commission meeting for which you have applied?  YES  NO
- 9. Do you have knowledge regarding the Board/Commission you are applying to serve?  YES  NO

**PUBLIC INFORMATION NOTICE**

Certain information submitted on the Boards and Commission Application is subject to the Texas Information Act and may be disclosed to anyone requesting this information. The act allows a board member of a governmental body to choose whether to allow public access to the information in the custody of the city that relates to the **home address and phone numbers**.

I, Stephen Nichols, applicant for City of Hutchins Boards and  
(PRINT NAME HERE)

Commissions, choose the following:

- ALLOW public access to my home address and telephone number(s).
- DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board or commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & and the Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature Stephen Nichols Date Submitted 01/26/2025

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Application Verified by: \_\_\_\_\_ Forwarded to council: \_\_\_\_\_

Appointed by council: YES  NO  Date Appointed: \_\_\_\_\_

Regular Member:  Alternate Member:  Full Term:  Unexpired Term:  Term Dates: \_\_\_\_\_

Oath of Office on file: \_\_\_\_\_ PIA Training – Date Completed: \_\_\_\_\_ OMA Training – Date Completed: \_\_\_\_\_



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Board or Commission you wish to serve: Check One (1):

<input type="checkbox"/> Atwell Public Library Board	<input type="checkbox"/> Building and Standards Commission
<input type="checkbox"/> Economic Development Corporation	<input type="checkbox"/> Historical Society Board
<input type="checkbox"/> Parks and Recreation Board	<input type="checkbox"/> Planning and Zoning Commission
<input type="checkbox"/> TIRZ - Tax Increment Financing Zone	<input type="checkbox"/> Zoning Board of Adjustment
<input type="checkbox"/> Keep Hutchins Beautiful Advisory Board	<input type="checkbox"/> Animal Services Advisory Commission

**Applicant Information:**

Dr. Brown Caroline J  
 (Ms./Mrs./Mr.) (Last Name) (First Name) (MI)

[Redacted] 75154  
 Home Address Zip Code

[Redacted] Caroline Brown Dum@gmail.com  
 Home Phone Number Cell Phone Number Email Address

1. Resident of the City for 0 years. Are you a Qualified Registered Voter?  YES  NO
2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?  
 1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?  
 YES  NO If yes, please explain: \_\_\_\_\_
3. Please list any education, experience or special knowledge that qualifies you to serve:  
Practicing DVM for over 10 years. at VCA DeWitt Animal Hospital.
4. List any civic or community activities in which you have been involved. Member of Tri-city and Cancer Shelter boards. Frequent Volunteer of many local shelters.
5. Have you or are you currently serving on another Board or Commission?  YES  NO  
 If yes, please list and include approximate dates of service. \_\_\_\_\_

- 6. Are you an existing Board/Commission member desiring to remain on the same board?  YES  NO
- 7. Have you attended a City Council meeting before?  YES  NO
- 8. Have you attended a Board or Commission meeting for which you have applied?  YES  NO
- 9. Do you have knowledge regarding the Board/Commission you are applying to serve?  YES  NO

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I, Caroline Brown, DM., applicant for City of Hutchins Boards and  
(PRINT NAME HERE)

Commissions, choose the following:

- ALLOW public access to my home address and telephone number(s).**
- DO NOT ALLOW public access to my home address and telephone number(s).**

All individuals appointed to serve on a board or commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & and the Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature [Handwritten Signature] Date Submitted 1/12/26

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Application Verified by: \_\_\_\_\_ Forwarded to council: \_\_\_\_\_

Appointed by council: YE  NC  Date Appointed: \_\_\_\_\_

Regular Member:  Alternate Member  Full Term  Unexpired Ter  Term Dates: \_\_\_\_\_

Oath of Office on file: \_\_\_\_\_ PIA Training – Date Completed: \_\_\_\_\_ OMA Training – Date Completed: \_\_\_\_\_



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Board or Commission you wish to serve: Check One (1):

<input type="checkbox"/>	Atwell Public Library Board	<input type="checkbox"/>	Building and Standards Commission
<input type="checkbox"/>	Economic Development Corporation	<input type="checkbox"/>	Historical Society Board
<input type="checkbox"/>	Parks and Recreation Board	<input type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	TIRZ – Tax Increment Financing Zone	<input type="checkbox"/>	Zoning Board of Adjustment
<input type="checkbox"/>	Keep Hutchins Beautiful Advisory Board	<input checked="" type="checkbox"/>	Animal Services Advisory Commission

**Applicant Information:**

Davis MARGARET J  
 (Ms./Mrs./Mr.) (Last Name) (First Name) (MI)

[Redacted] TX 75141  
 Zip Code

[Redacted] [Redacted] mjoannadavis@sbcglobal.net  
 Home Phone Number Cell Phone Number Email Address

1. Resident of the City for 32 years. Are you a Qualified Registered Voter?  YES  NO
2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?  
 1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?  
 YES  NO If yes, please explain: [Redacted]
3. Please list any education, experience or special knowledge that qualifies you to serve: I have served on the Parks & Recreation Board I have knowledge of how a Board works somewhat, I have never served on Animal Control But I'm really looking to learn more about it.
4. List any civic or community activities in which you have been involved. Captain of the Neighborhood Watch Group
5. Have you or are you currently serving on another Board or Commission?  YES  NO  
 If yes, please list and include approximate dates of service. [Redacted]

- 6. Are you an existing Board/Commission member desiring to remain on the same board?  YES  NO
- 7. Have you attended a City Council meeting before?  YES  NO
- 8. Have you attended a Board or Commission meeting for which you have applied?  YES  NO
- 9. Do you have knowledge regarding the Board/Commission you are applying to serve?  YES  NO

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I, Margaret J. Davis, applicant for City of Hutchins Boards and  
(PRINT NAME HERE)

Commissions, choose the following:

- ALLOW public access to my home address and telephone number(s).
- DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board or commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & and the Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature Margaret J. Davis Date Submitted 01-09-2020

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Application Verified by: \_\_\_\_\_ Forwarded to council: \_\_\_\_\_

Appointed by council: YE  NC  Date Appointed: \_\_\_\_\_

Regular Member:  Alternate Member  Full Term  Unexpired Ter  Term Dates: \_\_\_\_\_

Oath of Office on file: \_\_\_\_\_ PIA Training – Date Completed: \_\_\_\_\_ OMA Training – Date Completed: \_\_\_\_\_



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Board or Commission you wish to serve: Check One (1):

<input type="checkbox"/>	Atwell Public Library Board	<input type="checkbox"/>	Building and Standards Commission
<input type="checkbox"/>	Economic Development Corporation	<input type="checkbox"/>	Historical Society Board
<input type="checkbox"/>	Parks and Recreation Board	<input type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	TIRZ – Tax Increment Financing Zone	<input type="checkbox"/>	Zoning Board of Adjustment
<input type="checkbox"/>	Keep Hutchins Beautiful Advisory Board	<input checked="" type="checkbox"/>	Animal Services Advisory Commission

**Applicant Information:**

CHAMBERLAIN (Ms./Mrs./Mr.) (Last Name)      CHAD (First Name)      M (MI)

[REDACTED] TX 76065  
 [REDACTED]      Zip Code

[REDACTED] Home Phone Number      [REDACTED] Cell Phone Number      CCHAMBERLAIN@DUNCANVILLETX.COM Email Address

1. Resident of the City for \_\_\_\_\_ years. Are you a Qualified Registered Voter?  YES  NO
2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?  
 1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?  
 YES  NO If yes, please explain: \_\_\_\_\_
3. Please list any education, experience or special knowledge that qualifies you to serve: SERVING 18 YEARS AS AN ANIMAL CONTROL OFFICER FOR THE CITY OF DUNCANVILLE
4. List any civic or community activities in which you have been involved. N/A
5. Have you or are you currently serving on another Board or Commission?  YES  NO  
 If yes, please list and include approximate dates of service. \_\_\_\_\_

- 6. Are you an existing Board/Commission member desiring to remain on the same board?  YES  NO
- 7. Have you attended a City Council meeting before?  YES  NO
- 8. Have you attended a Board or Commission meeting for which you have applied?  YES  NO
- 9. Do you have knowledge regarding the Board/Commission you are applying to serve?  YES  NO

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I, CHAD CHAMBERLAIN, applicant for City of Hutchins Boards and  
(PRINT NAME HERE)

Commissions, choose the following:

- ALLOW public access to my home address and telephone number(s).
- DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board or commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & and the Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature *Chad Chamberlain* Date Submitted 1/11/26

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Application Verified by: \_\_\_\_\_ Forwarded to council: \_\_\_\_\_

Appointed by council: YE  NC  Date Appointed: \_\_\_\_\_

Regular Member:  Alternate Member  Full Term  Unexpired Ter  Term Dates: \_\_\_\_\_

Oath of Office on file: \_\_\_\_\_ PIA Training – Date Completed: \_\_\_\_\_ OMA Training – Date Completed: \_\_\_\_\_



# STAFF REPORT

**MEETING DATE:** March 16, 2026

**MEETING TYPE:** City Council

**SUBMITTED BY:** Blake Moore

**AGENDA CAPTION:** Discuss and consider using ECS Southwest, LLP to do the material testing and observation services for the Rec Center/Library

Presented by: Blake Moore, Chief Building Official

**Background Information**

ECS Southwest, LLP has submitted a contract of services for us to discuss and consider their use of services for the duration of the Rec Center/Library. ECS is familiar with the site, they provided the Geotechnical services in September of 2025. Their Scope of services include the testing and observation associated with the planned development.

**SCOPE OF SERVICES:**

- 1) Shallow Foundation
- 2) Deep Foundations- Drilled Pier (Caissons)
- 3) Earthwork
- 4) Cast In Place Concrete
- 5) Rigid Concrete Pavement
- 6) Structural Steel
- 7) Masonry
- 8) Reinforcing Steel
- 9) Project Administration, Clerical, & Dispatching
- 10) Project Management

Total Estimated price for the project **\$161,065.00**. There is a fee schedule attached to the contract that gives hourly, test, trip and pickup rates that will be utilized if needed.

**Budget Implications**

**Operational Impact**

**Legal Review**

**Staff Recommendation**

Staff recommends that the City Council approves the proposal of ECS Southwest, LLP and award them the contract to provide their services for the construction of the Rec Center/Library.

**Supporting Documentation and Attachments**

The Proposal from ECS Southwest, LLP.

**CITY OF HUTCHINS  
RESOLUTION NO. R2026-03-1332**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF HUTCHINS AND ECS SOUTHWEST, LLP, IN AN AMOUNT NOT TO EXCEED \$161,065.00, FOR CONSTRUCTION MATERIALS TESTING AND OBSERVATION SERVICES FOR THE CITY’S NEW RECREATION CENTER AND LIBRARY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hutchins has been presented with a proposed Agreement between the City and ECS Southwest, LLP, in an amount not to exceed \$161,065.00, for construction materials testing and observation services for the City’s new Recreation Center and Library (the “Agreement”); and

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

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

**SECTION 1.** The City Administrator is authorized to negotiate and execute the Agreement and all related documents thereto, on behalf of the City of Hutchins with ECS Southwest, LLP, in amount not to exceed \$161,065.00, for construction materials testing and observation services for the City’s new Recreation Center and Library.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 16<sup>th</sup> day of March, 2026.

CITY OF HUTCHINS, TEXAS

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

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary  
(03-02-2026: 4919-2302-4531, v. 1)

**EXHIBIT "A"**  
**Agreement**

4919-2302-4531, v. 1



**Article III**  
**Scope of Services**

3.1 Standard of Care. Professional shall perform the services in connection with the Project as set forth in the Scope of Services. Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects, engineers, or professional land use planners, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, engineer, or professional land use planner as the case may be. If Professional is not a licensed engineer or registered architect, Professional shall perform the services: (i) with the skill and care ordinarily provided by similar professionals practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent professionals.

3.2 City Information. City shall, prior to commencement of services, provide Professional with the information set forth in the Scope of Services, if any.

3.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

3.4 Information/Confidentiality. City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in confidence all information with respect to the Project which is furnished to Professional by City in confidence and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the services for the Project.

3.5 Deliverables. Upon execution of this Agreement, City has the right to use Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations, or other deliverables for the Project, provided that City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. City's employees, agents, contractors, and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by Professional in connection with this Agreement shall become the property of City. City shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

3.6 Conflict of Interest. Professional agrees to notify City and seek City’s approval prior to Professional’s retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional’s services under this Agreement. City may deny any such approval for Professional’s retention set forth above, in the event City, in City’s sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional’s service under this Agreement.

**Article IV  
Schedule of Work**

Professional agrees to commence the services upon a Notice to Proceed from the City and to complete the required services in accordance with a work schedule mutually established by the City and Professional. Any work performed or expenses incurred by Professional prior to Professional’s receipt of a Notice to Proceed from the City shall be entirely at Professional’s own risk.

**Article V  
Compensation and Method of Payment**

5.1 Professional’s Fee. Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional’s monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional’s employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

5.2 Expenses. Unless otherwise provided in the Scope of Services Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

5.3 Hourly Rates. The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

**Article VI  
Devotion of Time; Personnel; and Equipment**

6.1 Devotion of Time and Personnel. Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall

make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

6.2 Engagement of Third Parties. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and obtain written approval from City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by City unless otherwise provided herein.

6.3 Professional's Facilities and Equipment. Professional shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

6.4 Progress Reports and Meetings. Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by City or more frequently as may be required by City from time to time based upon Project demands and as set forth in the Scope of Services. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

**Article VII  
Suspension of Work**

City shall have the right to immediately suspend work by Professional if City determines in its sole discretion that Professional has, or will fail to perform, in accordance with this Agreement. In such event, any payments due to the Professional shall be suspended until Professional has taken satisfactory corrective action.

**Article VIII  
Relationship of Parties**

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Professional is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of her services and shall be entitled to control the manner and means by which her services are to be performed, subject to the terms of this Agreement. As such, City shall not: train Professional, require Professional to devote her full-time services to City, or dictate Professional's sequence of work or location at which Professional performs her work.

**Article IX  
Availability of Funds**

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

**Article X  
Insurance**

Professional shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents, and employees as additional insureds), insurance coverage as set forth in Exhibit “B”. Professional shall provide signed Certificates of Insurance verifying that Professional has obtained the required insurance coverage for the City prior to the Effective Date of this Agreement.

**Article XI  
Indemnification**

**PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B). INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS’ FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL’S LIABILITY.**

**THE PROFESSIONAL’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**Article XII  
Termination**

12.1 Termination for Cause. The City may terminate this Agreement, with or without cause, by giving Professional thirty (30) days prior written notice. In the event of such termination, Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

12.2 Termination for Default. The City shall terminate this Agreement immediately in the event Professional fails to: (i) meet delivery schedules or (ii) otherwise conform to the specifications under this Agreement. Breach of contract or default authorizes the City to award the Agreement to another professional, purchase elsewhere, and charge the full increase in cost and handling to the defaulting Professional.

**Article XIII  
Miscellaneous**

13.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

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

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

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

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

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

13.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

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

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

13.10 No Waiver of Immunity. The Parties agree that City has not waived immunity by entering into and performing its respective obligations under this Agreement.

13.11 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of Hutchins, Texas  
James Quin  
400 North JJ Lemmon Road  
Hutchins, Texas 75141  
Telephone: (972) 225-6121  
[jquin@cityofhutchinstx.gov](mailto:jquin@cityofhutchinstx.gov)

With a copy to:

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

If intended for Professional:

ECS Southwest, LLP  
Attn: Raza Hussain Mir  
CMT Project Manager II  
3033 Kellway Drive, Suite 110  
Carrollton, TX 75006  
(972) 392-3222

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

\_\_\_\_\_

13.13 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform City.
- (c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform City of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this section is a material representation of fact relied upon by City in entering into this Agreement.

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

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

13.16 Conflicts of Interests. Professional represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

13.17 Compliance with Federal, State & Local Laws. Professional shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state, and local governments, including all applicable federal clauses.

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

13.19 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (b) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (c) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

13.20 Lone Star Infrastructure Protection Act Verification. If under this Agreement, Professional is granted direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Professional verifies pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature Regular Session), that neither Professional nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code. The term “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

13.21 Anti-Terrorism Verification. Professional hereby represents and warrants that at the time of this Agreement neither Professional, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a Company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code. For purposes of this paragraph, “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or other

business entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

13.22 No Excluded Nation or Foreign Terrorist Organization. Professional certifies that Professional is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

*[Signature page to follow]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**City of Hutchins, Texas**

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

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(03-04-2026:

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**ECS Southwest, LLP**

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

**EXHIBIT “A”  
Scope of Services**



**ECS Southwest, LLP**

Estimated Scope and Fee for Construction Materials Testing and Observation Services

**City of Hutchins Recreation Center and Library**  
401 North JJ Lemmon Road  
Hutchins, Texas 75141

ECS Proposal No. 19:16969-REV

February 10, 2026





**ECS SOUTHWEST, LLP**

Geotechnical • Construction Materials • Environmental • Facilities

February 10, 2026

Blake Moore  
City of Hutchins  
PO Box 500  
Hutchins, Texas 75141

Reference: Estimated Scope and Fee for Construction Materials Testing and Observation Services  
City of Hutchins Recreation Center and Library  
401 North JJ Lemmon Road  
Hutchins, Texas 75141  
ECS Proposal No. 19:16969 - REV

Dear Blake Moore:

ECS Southwest, LLP (ECS) appreciates to be selected to submit this scope and fee to provide Construction Materials Testing and Observation Services for the above-referenced project. This proposal contains our project understanding, proposed scope of services, fee estimate with applicable schedule of unit rates, and authorization requirements.

ECS provided Geotechnical services (Report No. 19:10040, dated September 9, 2025) for this project. We also perform the materials testing services for the new City of Hutchins City Hall. Our considerable experience with similar projects will help us provide efficient, cost-effective construction observation, materials testing, and engineering consulting services.

We look forward to the opportunity to work with you and the design team on this project, and to continue serving as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at (972) 392-3222.

Respectfully submitted,

ECS Southwest, LLP

Raza Hussain Mir  
CMT Project Manager II

Michael Batuna  
Vice President

3033 KELLWAY DRIVE, SUITE 110, CARROLLTON, TX 75006 • T: (972) 392-3222 • F: (214) 483-9684

ECS Florida, LLC • ECS Mid-Atlantic, LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP  
ECS New York Engineering, PLLC – An Associate of ECS Group of Companies • www.ecslimited.com

“ONE FIRM. ONE MISSION.”

ECS Southwest, LLP

February 10, 2026

**PROJECT UNDERSTANDING**

Our understanding of the project is that it will include a Recreation Center, a library, and an elevated level running track (~41,606 square feet), dumpster enclosure, parking spots, sidewalks, and fire lanes.

**SCOPE OF SERVICES**

The scope of services for this project includes the testing and observation associated with the planned development. The scope of services for this project is outlined in more detail in Appendix I of this proposal.

**FEES FOR SERVICES**

ECS proposes to conduct our scope of services on a unit rate basis in accordance with the fee schedule included in Appendix II. We have utilized this fee schedule along with the plans and specification to derive the estimated fees which are shown in Appendix III. Services provided for this project will be billed in accordance with the unit rate fee schedule provided in Appendix II of this proposal. Our professional judgment was used to determine the estimated fees; however, there are many factors that are not in ECS' control once the project starts, such as the contractor's working hours and intensity, which could affect over-time the estimated fees for our services. We will endeavor to work and invoice the client within the confines of our estimated fees; however, the estimated fees are not represented as a lump sum price or a not-to-exceed value.

Any and all deviations from the assumed quantities and timeframes detailed in the attached estimate are not included and will be considered as an addition to our proposed scope of service. We have assumed that the general contractor will provide the normal and customary concrete cylinder curing boxes and/or curing sheds as applicable and therefore costs associated with on-site concrete cylinder curing facilities have not been included in the estimated fees. Actual fees may be greater or less than the estimate based upon actual quantities that will be calculated using the enclosed schedule of unit rates.

Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance. All unit rates will remain in effect for the duration of the project.

ECS field services will be rendered portal-to-portal from our office in Carrollton, TX. Our unit rates are based on a normal 8 hour work day, Monday through Friday. Overtime beyond 8 hours per day, 40 hours per week, outside the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday and all ECS recognized Holidays will be invoiced at a rate of 1.5 times the normal hourly rate. [REFERENCE APPENDIX II]

**BILLING AND CONTRACT CONDITIONS**

Invoices will be issued on a monthly basis and will provide a breakdown of billing units. Upon request, ECS Southwest, LLP will provide a separate invoice for services provided outside of the proposed scope of work. Invoices are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will typically display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring expenses as they relate to job progress. We request that payment be rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

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ECS Southwest, LLP

February 10, 2026

**COMMUNICATIONS AND SCHEDULING**

Our service will be provided on an on-call basis. The appropriate contractor or owner representative should contact our Dispatch at [\\_19Scheduling@ECSLimited.com](mailto:_19Scheduling@ECSLimited.com)

Scheduling or cancellation should occur prior to 3:00 p.m. on the day before services are required. After that time, we will make every effort to schedule or cancel, but we cannot guarantee results. Services cancelled without advance notice will be assessed a minimum 4-hour charge upon arrival at the site. We reserve the right to charge up to a 2-hour minimum for cancellation requests received while the technician is enroute, plus mileage. Same day service will be billed at the overtime rate according to availability of personnel.

ECS requests that all materials proposed for compaction or fill placement be submitted to our laboratory for testing a minimum of one week in advance of their placement on the project.

ECS reports are distributed by e-mail. Please list those to whom the reports should be sent and provide their e-mail on the attached Proposal Acceptance Form [Appendix IV].

**ECS ADVANTAGES**

In addition to the standard services many local testing agencies provide, ECS has distinguished itself on multiple disciplines to allow us to "Set the Standard of Service" for you, our clients. Most notably:

- **Resources.** Our size allows us to maintain consistent staffing levels to meet your project's needs. We currently have 85+ offices and testing facilities, and 2,500+ employees.
- **Experience.** In 2023, ECS celebrated its 35th anniversary.
- **Technology.** Electronic Paperless reporting. All recorded data is stored digitally for ease or reproduction.
- **Efficiency.** Our paperless reporting allows us to save costs which we pass directly to our clients.

**AUTHORIZATION**

If the scope of work as outlined in this proposal and the attached Terms and Conditions of Service are acceptable to you, please sign the attached Proposal Acceptance Form as our client and return one copy of the Proposal Acceptance Form to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

By signing the Proposal Acceptance Form or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described, you are also accepting the Terms and Conditions of Service and making this proposal the agreement between ECS and our Client.

Fully completing and signing the attached Proposal Acceptance Form as our client will provide formal authorization for ECS to enter the site and perform the above work, as well as provide proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place for you to enter invoicing instructions and report distribution.

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ECS Southwest, LLP

February 10, 2026

- Attachments:
- Appendix I – Scope of Services and General Assumptions
  - Appendix II – Fee Schedule
  - Appendix III – Estimated Fees
  - Appendix IV – Proposal Acceptance Form
  - ECS Southwest, LLP Terms and Conditions of Service

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**APPENDIX I – SCOPE OF SERVICES AND GENERAL ASSUMPTIONS**

**A. Shallow Foundations**

- 1. Document the dimensions of building foundation elements, dumpster pad elements, and report compliance with the approved documentation.
- 2. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

**B. Deep Foundations – Drilled Pier (Caissons)**

- 1. Observe drilling operations and maintain accurate records for each pile.
- 2. Observe location, plumbness, diameter, bell dimension, length, embedment, and end bearing strata.
- 3. Observe reinforcing steel and document proper size, grade, spacing cover, cleanliness, length, location and type of splices, and report compliance with project plans and specifications.
- 4. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

**C. Earthwork**

- 1. Perform appropriate laboratory testing on materials proposed for use as fill, backfill in accordance with project specifications. Testing may include:
  - a. Grain Size Distribution
  - b. Liquid and Plastic (Atterberg) Limits
  - c. #200 Material Washed Sieve Analysis
  - d. Proctor Moisture Density Relationships
- 2. Observe condition of bottom of excavations prior to foundation preparation, note seepage of water, and suggest and observe corrective measures at problem areas.
- 3. Observe proof-rolling by means specified in the geotechnical report to identify weak areas in the native soil or prepared subgrade prior to structural fill placement or finishing courses.
- 4. Perform in-place density tests as required by project specifications and test each lift for compaction. per the Nuclear Test Method (ASTM D6938).
- 5. Where deficiencies are noted during fill or backfill placement, suggest and observe remedial actions, including reworking and recompacting of materials.
- 6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

**D. Cast-in-Place Concrete**

- 1. Test and report concrete for compliance with the provisions of ACI, local building codes, generally accepted construction practices, and specific project requirements.
- 2. Observe placement of reinforcing steel and accessories to document conditions and installation for general compliance with the project drawings and specifications.
- 3. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
  - a. Confirm mix design
  - b. Slump
  - c. Air Content
  - d. Temperature
  - e. Batch-to-placement time
  - f. Cast test cylinders

- 4. Sampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as needed in the event deficiencies are encountered. Compliance with extreme weather procedures will also be documented.
- 5. Curing and testing of concrete cylinders in the laboratory shall be performed in accordance with applicable ASTM guidelines and project requirements. Four-inch by eight-inch cylinders size is proposed.
- 6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

**E. Rigid Concrete Pavement**

- 1. Test and report concrete for compliance with the provisions of ACI, local building codes, generally accepted construction practices, and specific project requirements.
- 2. Observe placement of reinforcing steel and accessories (as applicable) to document conditions and installation for general compliance with the project drawings and specifications.
- 3. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
  - a. Confirm mix design
  - b. Slump
  - c. Air Content
  - d. Temperature
  - e. Batch-to-placement time
  - f. Cast test cylinders
- 4. Sampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as needed in the event deficiencies are encountered. Compliance with extreme weather procedures will also be documented.
- 5. Curing and testing of concrete cylinders in the laboratory shall be performed in accordance with applicable ASTM guidelines and project requirements. Four-inch by eight-inch cylinders size is proposed.
- 6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

**F. Structural Steel**

- 1. Document field welder certifications to confirm that welders have current certifications for welding operations that they perform.
- 2. Perform the following functions related to structural steel erection in the field:
  - a. Observation of welded and bolted connections for general compliance with project documents and specifications.
- 3. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

**G. Masonry**

- 1. Periodically observe procedures and materials to document general compliance with project documents and specifications.
- 2. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

ECS Southwest, LLP

February 10, 2026

**H. Reinforcing Steel**

1. Observe reinforcing steel (rebar, welded wire) placement for cast in place and site cast concrete components as well as masonry components to document conditions and installation for general compliance with the project drawings and specifications.
2. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

**I. Project Administration, Clerical, & Dispatching**

Project Administrators / Clerical Staff will work on the projects as follows:

1. Perform Field Services Dispatching.
2. Process Field Reports and Laboratory Test Result Reports.
3. Perform additional administrative and clerical duties to aid in project execution.

**J. Project Management**

Project Managers and Principal Engineers will manage the project as follows:

1. Attend the Pre-Construction meeting (if held).
2. Coordinate field and lab services with the project general contractor and dispatch our field staff as scheduled.
3. Process, finalize, and distribute all field and laboratory reports.
4. Manage our project operation and services delivery as well as provide general material engineering consultation.

Our field staff or project professionals will provide documentation of events in the field and notify the project general contractor and the client (as needed) upon recognition of deficiencies.

**GENERAL ASSUMPTIONS**

Based on the general project information and our scope of services outlined above, the general assumptions utilized in the preparation of our estimated fees are listed below:

1. All material sample pickups and transport to our Laboratory are separate trips, independent of scheduled services.
2. All reinforcing steel observation (as scheduled) will be performed on the same trip as the respective concrete placement event, immediately prior to concrete placement.
3. Concrete will generally be placed at 200 cubic yards per event (pour) where applicable. 200 cubic yards per pavement concrete placement event.
4. Utility trench excavation backfilling will be completed at a rate of 100 linear feet/day.
5. Building Pad Subgrade Moisture Conditioning will be completed at a rate of 1,000 to 1,500 cubic yards/day.
6. Pier drilling observations will be observed at a rate of 10 piers/day.

ECS Southwest, LLP

February 10, 2026

APPENDIX II – FEE SCHEDULE

FIELD SERVICES:

	<u>Unit Rate</u>
1. Engineering Technician	\$ 62.00/hour
2. Engineering Technician - OT	\$ 105.00/hour
3. Senior Engineering Technician	\$ 70.00/hour
4. Senior Engineering Technician OT	\$ 97.50/hour
5. Structural Steel Technician	\$ 85.00/hour
6. Material Pickup Technician	\$ 50.00/pickup
7. Standard Proctor Moisture/Density Relationship Test	\$ 155.00/test
8. Atterberg Limits Tests	\$ 85.00/test
9. Grain Size Analysis Washed	\$ 50.00/test
10 Nuclear Gauge Fee	\$ 55.00/day
11 Compressive Strength, Concrete Cylinders	\$ 16.00/each
12 Grout Prisms – Compressive Strength	\$ 20.00/each
13 Compressive Strength, Grout Cubes	\$ 18.00/each
14 Vehicle Charge	\$ 70.00/trip

ENGINEERING/PROJECT MANAGEMENT

1. Project Initiation / Startup	\$ 200.00/lump sum
2. Administrator / Clerical / Dispatch	\$ 50.00/hour
3. Project Manager	\$ 150.00/hour
4. Project Principal	\$ 220.00/hour

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4933-5797-6724, v. 1



# STAFF REPORT

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**MEETING DATE:** March 16, 2026

**MEETING TYPE:** City Council

**SUBMITTED BY:** Blake Moore

**AGENDA CAPTION:** Discuss and Consider SAFEbuilt LLC services for inspections and plan reviews.

Presented by: Chief Building Official Blake Moore

---

**Background Information**

The City Staff is currently using Bureau Veritas North America for 3<sup>rd</sup> party inspections and plan reviews, and we would like to terminate the contract with them and enter into a contractual agreement with SAFEbuilt LLC. We are gradually going digital for our plan reviews as it is more efficient, and Bureau does not accept digital submissions and SAFEbuilt does. SAFEbuilt also offers a more competitive price per inspection and per plan reviews for EX:

**Bureau Veritas North America:**

Residential is \$76.92

Commerical Is \$125

**SAFEBuilt:**

Residential is \$70

Commercial is \$85

SAFEbuilt LLC Also works with our current scheduling services IWorQ which will allow them to perform same day inspections and use our IWorq license to put in their notes and Pass/Fail inspections and directly email the contractor whereas right now Bureau does not offer that and is not efficient in their inspection process. 3<sup>rd</sup> party inspection services are "As Needed Basis" in the case that both Building inspectors are out of office due to Vacation and/or sick and/or in CE Classes. However, the plan review services are more utilized due to the incoming volume of projects in the city which makes it difficult to meet reasonable turnaround timeframes.

**Budget Implications**

**Operational Impact**

**Legal Review**

**Staff Recommendation**

City staff request City Council to approve terminating Bureau Veritas North America contract and enter a contractual agreement with SAFEbuilt LLC for additional residential & Commercial plan review and inspection services.

**Supporting Documentation and Attachments**

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF HUTCHINS, TEXAS AND SAFEbuilt TEXAS, LLC

CITY OF HUTCHINS RESOLUTION.

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R2026-03-1333**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF HUTCHINS AND SAFE BUILT TEXAS, LLC, IN AN AMOUNT NOT TO EXCEED \$100,000.00 ANNUALLY, FOR PLAN REVIEWS AND INSPECTION SERVICES ON AN AS-NEEDED BASIS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hutchins has been presented with a proposed agreement between the City of Hutchins and SAFEbuilt Texas, LLC, for Plan Reviews and Inspection Services on an as needed basis, in an amount not to exceed \$100,000.00 annually (the “Agreement”); and

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

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

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 16th day of Marchj 2026.

CITY OF HUTCHINS, TEXAS

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

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary  
(03-03-2026: 4938-8353-5251, v. 1)

**EXHIBIT "A"**  
**Agreement**

4938-8353-5251, v. 1

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF HUTCHINS, TEXAS  
AND SAFEbuilt TEXAS, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between the City of Hutchins, Texas, (“Municipality”) and SAFEbuilt Texas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. NOT-TO-EXCEED COMPENSATION

As compensation for performance of Services under this Agreement, Municipality will pay Consultant for work performed, in accordance with the rates set forth in Exhibit A, a sum not to exceed \$100,000.00 annually.

6. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for

subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

7. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

8. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

10. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

12. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate’s or subcontractor’s performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities (“Claims”) alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant’s compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER

ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 15, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

15. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 13, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the

Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (iii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

18. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

19. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

20. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

21. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

22. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from

using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

23. SOLICITATION/HIRING OF CONSULTANT’S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement (“Service Providers”), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant’s trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee’s annual salary including bonus and training certification.

24. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

James Quin, City Administrator  
City of Hutchins  
PO Box 500  
Hutchins, TX 75141-0500  
Email: [jquin@cityofhutchins.org](mailto:jquin@cityofhutchins.org)

If to Consultant:

Joe DeRosa, CRO  
SAFEbuilt Texas, LLC  
444 North Cleveland, Suite 444  
Loveland, CO 80537  
Email: [jderosa@safebuilt.com](mailto:jderosa@safebuilt.com)

25. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

26. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

27. ATTORNEY’S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney’s fees.

28. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

29. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

30. GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended. By signing below, the Consultant certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

31. GOVERNMENT CODE/PROHIBITION OF BOYCOTT FIREARMS AND AMMUNITION INDUSTRIES

Senate Bill 19, Effective September 1, 2021, amended Subtitle F, Title 10 of the Texas Government Code to add Chapter 2274 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against the firearms and ammunition industries. By signing below, Consultant certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract.

32. GOVERNMENT CODE/PROHIBITION OF BOYCOTT ENERGY COMPANIES

Senate Bill 13, effective September 1, 2022, amended Subtitle F, Title 10 of the Texas Government Code to add Section 2274.002 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against energy companies. By signing below, the Consultant certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

33. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

34. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

35. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

36. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

37. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt TEXAS, LLC

CITY OF HUTCHINS, TEXAS

By: **Matthew K. Causley** Digitally signed by Matthew K. Causley  
Date: 2026.02.26  
10:26:30 -05'00'

By: \_\_\_\_\_

Name: Matthew K. Causley

Name: \_\_\_\_\_

Title: Chief Operating Officer

Title: \_\_\_\_\_

Date: February 26, 2026

Date: \_\_\_\_\_

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## EXHIBIT A – LIST OF SERVICES AND FEES

### 1. FEE SCHEDULE

- 1.1. Beginning 24 months after the execution of this Agreement, and annually thereafter, the flat rates and lump sum rates listed shall be increased by 4.5% or based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4.5% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- 1.2. Consultant fees for Services provided pursuant to this Agreement are on an ***as-requested basis by the Municipality*** and will be as follows:

### 2. CODE REFERENCE

- 2.1. Plan Review and Inspection of commercial and residential construction to verify compliance with the Municipality’s locally adopted codes and amendments to those locally adopted codes and the International Code Council (ICC) series of I-Codes including the International Building Code, International Residential Code and all other ICC series of I-Codes adopted by the Municipality, and the current edition of the National Electrical Code (or later versions as adopted by the Municipality), as published by the National Fire Protection Association.

### 3. PLAN REVIEW – RESIDENTIAL / COMMERCIAL

- 3.1. Plan Review for residential projects shall be performed within five (5) days of notification by the Municipality, while fire and commercial projects shall be performed within ten (10) days of notification by the Municipality. All reasonable effort shall be made by the Consultant to perform plan reviews when, at the request of the Municipality, there is a need for immediate services.
- 3.2. Plan Review services are invoiced 100% of the listed fee at the time of plan review completion.

### 4. INSPECTIONS – RESIDENTIAL / COMMERCIAL / FIRE / HEALTH

- 4.1. Inspections requested by Municipality before 4pm shall be performed the next business day by Consultant. All reasonable effort shall be made by Consultant to perform inspections when, at the request of Municipality, there is a need for immediate services. Such inspections shall be performed at no additional cost to Municipality.
- 4.2. Residential and Commercial Inspection services will be provided on a per stop basis fee as detailed below. ***A stop is defined as all inspections being done at a single address during that timeframe. For example, if plumbing rough, electrical rough and mechanical rough are called for at a single address same day, it will be billed as a single stop.***
- 4.3. Inspection Services will be invoiced 100% at the completion of the first inspection performed for that service.

Supplemental Inspections	
Residential	\$ 70 per stop
Commercial & Multi-Family	\$ 85 per stop

Residential Plan Review - Projects (based on flat fees)	
Single-Family Home (New, Addition, or Model)	\$ 175 per plan review
Miscellaneous (Remodel, duplicate of Model previously reviewed or other residential plan review)	\$ 150 per plan review
Zoning Review (as requested by Municipality)	\$ 75 per plan review

Commercial Inspections (based on project valuation)	
\$1 to \$100,000	\$340
\$100,001 to \$500,000	\$340 for 1 <sup>st</sup> \$ 100,000 plus \$3.59 each add'l \$1,000
\$500,001 to \$1,000,000	\$1,776 for 1 <sup>st</sup> \$ 500,000 plus \$2.62 each add'l \$1,000
\$1,000,001 to \$5,000,000	\$3,086 for 1 <sup>st</sup> \$1,000,000 plus \$1.98 each add'l \$1,000
\$5,000,001 and up	\$11,006 for 1 <sup>st</sup> \$5,000,000 plus \$1.65 each add'l \$1,000

Commercial & Multi-Family Plan Review - Projects (based on project valuation)	
\$1 to \$100,000 project valuation	\$225
\$100,001 to \$500,000	\$225 for 1 <sup>st</sup> \$ 100,000 plus \$2.29 each add'l \$1,000
\$500,001 to \$1,000,000	\$1,141 for 1 <sup>st</sup> \$ 500,000 plus \$1.75 each add'l \$1,000
\$1,000,001 to \$5,000,000	\$2,016 for 1 <sup>st</sup> \$1,000,000 plus \$1.20 each add'l \$1,000
\$5,000,001 and up	\$6,816 for 1 <sup>st</sup> \$5,000,000 plus \$1.10 each add'l \$1,000
Zoning Review (as requested by municipality)	\$150 per hour

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# STAFF REPORT

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<b>MEETING DATE:</b>	March 16, 2026
<b>MEETING TYPE:</b>	Regular Council Meeting
<b>SUBMITTED BY:</b>	Chief Perry
<b>AGENDA CAPTION:</b>	[Traffic impact study Trout Rd] Presented by: [Steve Perry, Police Chief]

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**Background Information**

In response to traffic complaints on Trout Road and concerns expressed by area residents, staff has requested that Kimley-Horn provide a proposal to conduct a safety evaluation along Trout Road.

Additionally, staff has asked Kimley-Horn to include an option for a traffic signal warrant study at the intersection of Trout Road and Dowdy Ferry Road.

**Operational Impact**

Provide data regarding the need of traffic calming devices such as speed humps, and a traffic control signal at Trout and Dowdy Ferry.

**Legal Review**

Resolution prepared by City Attorney Joe Gorfida

**Staff Recommendation**

N/A

**Supporting Documentation and Attachments**

Resolution

Proposal from Kimley Horn engineering firm

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R2026-03-1334**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF A MASTER AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC. (“KIMLEY HORN”) FOR THE (1) SPEED SAFETY STUDY ALONG TROUT DRIVE FROM DOWDY FERRY ROAD TO WINTERGREEN ROAD AND (2) SIGNAL WARRANT ANALYSIS AT TROUT DRIVE AND DOWDY FERRY ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hutchins has been presented with a proposed Master Agreement for Continuing Professional Services between the City and Kimley-Horn and Associates, Inc. for (1) speed safety study along Trout Drive from Dowdy Ferry Road to Wintergreen Road as set forth in Individual Project Order Number 2026-1 and (2) signal warrant analysis at Trout Drive and Dowdy Ferry Road as set in Individual Project Order Number 2026-2 attached to the Master Agreement (the “Agreement”) and;

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

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

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 16th day of March 2026.

CITY OF HUTCHINS, TEXAS

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Mario Vasquez, Mayor

ATTEST:

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Cynthia Olguin, City Secretary  
(01-09-2026: 4902-3532-3796, v. 1)

**EXHIBIT "A"**  
**Master Lease Agreement**

4902-3532-3796, v. 1

**MASTER AGREEMENT BETWEEN CLIENT AND  
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made this 25th day of February, 2026, by and between City of Hutchins ("Client") and KIMLEY-HORN AND ASSOCIATES, INC. and affiliated companies ("Consultant"). This Agreement sets forth the terms whereby Consultant will provide professional services on one or more projects (with respect to each engagement, the "Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Consultant, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

- 1) Scope of Services and Additional Services. The Consultant will perform only the services set forth in IPOs ("Services"). Any services that are not set forth in the scope of Services described in an IPO(s) will constitute additional services ("Additional Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
  
- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
  - a) Designate in writing a person to act as the Client's representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b) Provide all criteria and information as to the Client's requirements, objectives, and expectations for the Project, and all standards of development, design, or construction.
  - c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
  - d) Arrange for access to the site and other property as required for the Consultant to provide its services.
  - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
  - f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
  - g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by the Client.

- h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.
- 3) Period of Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. This Agreement and the rates of compensation in IPOs are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such suspension or delay extends for more than six months, the Consultant's compensation shall be renegotiated.
- 4) Compensation for Services.
- a) The Consultant's compensation shall be as stated herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- b) If the Consultant's compensation is on an hourly basis, estimated fees and expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.
- 5) Method of Payment.
- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
- b) The Client will remit all payments electronically to:
- Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104  
Account Number: 2073089159554  
ABA#: 121000248
- c) The Client will send the project number, invoice number, and other remittance information by e-mail to [payments@kimley-horn.com](mailto:payments@kimley-horn.com) at the time of payment.

- d) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
  - e) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - f) If the Consultant initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - g) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 6) Use of Deliverables. All documents, data, and other deliverables prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of the Consultant's deliverables, or any reuse of the deliverables without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by the Consultant, the hardcopy shall govern.
- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for the Client pursuant to this Agreement and use of such deliverables is governed by section 6 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership

of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.

- 8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
  
- 9) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
  
- 10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
  
- 11) LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, ATTORNEYS' FEES (INCLUDING

ATTORNEYS' FEES OTHERWISE RECOVERABLE UNDER TEX. CIV. PRAC. & REM. CODE § 38.001), OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THE IPO OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

- 12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
  
- 13) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
  
- 14) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
  
- 15) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

16) Construction Phase Services.

- a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
- b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

17) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

18) Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon

billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

19) Confidentiality. The Client consents to the Consultant’s use and dissemination of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

20) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

City of Hutchins

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: \_\_\_\_\_

SIGNED: 

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Nathan New, P.E.

TITLE: \_\_\_\_\_

TITLE: Vice President

DATE: \_\_\_\_\_

DATE: February 25, 2026

**Request for Information**

*Please return this information with your signed contract; failure to provide this information could result in delay in starting your project*

**Client Identification**

Full, Legal Name of Client						
Mailing Address for Invoices						
Federal ID Number						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner	<input type="checkbox"/>

**Property Identification**

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

**Property Owner Identification**

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

**Project Funding Identification – List Funding Sources for the Project**


*Attach additional sheets if there are more than 4 parcels or more than 4 owners*

INDIVIDUAL PROJECT ORDER NUMBER 2026-2

This Individual Project Order describes a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant) and the City of Hutchins (the Client) pursuant to the Master Agreement for Continuing Professional Services dated February 25<sup>th</sup>, 2026, the terms of which are incorporated by reference.

Identification of Project and the Client:

Project: Signal Warrant Analysis at Trout Drive & Dowdy Ferry Road

Client: City of Hutchins

Scope of the Consultant's Services:

Kimley-Horn to perform a signal warrant analysis at the intersection of Trout Drive & Dowdy Ferry Road. This task consists of 24-hour turning movement count data collection, signal warrant analysis, the preparation of a memo with findings and conclusions, and coordination with the City.

Schedule to be met by the Consultant:

Services should be completed in a mutually agreed to upon schedule.

Consultant's Compensation:

The Consultant shall complete the scope of services for a lump sum fee of **\$8,600**.

CITY OF HUTCHINS

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_  
(signature)

By:  \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Print Name and Title)

Nathan New, P.E., Vice President  
(Print Name and Title)

\_\_\_\_\_  
(Date)

February 25, 2026  
(Date)

INDIVIDUAL PROJECT ORDER NUMBER 2026-1

This Individual Project Order describes a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant) and the City of Hutchins (the Client) pursuant to the Master Agreement for Continuing Professional Services dated February 25<sup>th</sup>, 2026, the terms of which are incorporated by reference.

Identification of Project and the Client:

Project: Speed Safety Study along Trout Drive from Dowdy Ferry Road to Wintergreen Road  
Client: City of Hutchins

Scope of the Consultant's Services:

Kimley-Horn to perform a safety evaluation along Trout Drive from Dowdy Ferry Road to Wintergreen Road. This task consists of crash data evaluation, speed data collection, the preparation of a memo and exhibit with safety recommendations, and coordination with the City.

Schedule to be met by the Consultant:

Services should be completed in a mutually agreed to upon schedule.

Consultant's Compensation:

The Consultant shall complete the scope of services for a lump sum fee of **\$10,400**.

CITY OF HUTCHINS

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_  
(signature)

By:  \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Print Name and Title)

Nathan New, P.E., Vice President  
(Print Name and Title)

\_\_\_\_\_  
(Date)

February 25, 2026  
(Date)

## Legal Q & A

By Heather M. Lockhart, TML Legal Counsel

### How are speed limits on city streets determined?

The Texas Transportation Code sets prima facie speed limits on Texas roads, including city streets. The speed limit on a street in an urban district is 30 miles per hour. TEX. TRANSP. CODE § 545.352. An "Urban district" is defined as the territory adjacent to and including a highway, if the territory is improved with structures that are used for business, industry, or dwelling houses and are located at intervals of less than 100 feet for a distance of at least one-quarter mile on either side of the highway. *Id.* The speed limit is 70 miles per hour on a highway numbered by the state or the United States outside an urban district. A highway that is not numbered by the state outside an urban district has a speed limit of 60 miles per hour.

### Can a city lower the state-mandated speed limit?

A city council may lower the state-mandated speed limit on a city street by performing an engineering and traffic investigation and determining that the prima facie speed limit is unreasonable or unsafe for that street. TEX. TRANSP. CODE § 545.353.

### Can a city lower the speed limit in a school zone?

A city can establish a "school crossing zone." A school crossing zone is a reduced-speed zone designated on a street to facilitate safe crossing of the street by children going to or leaving a public or private elementary or secondary school during the time the reduced speed limit applies. TEX. TRANSP. CODE § 541.302(13).

The Texas Department of Transportation requires that an engineering and traffic investigation be conducted to determine the need for a reduced school speed limit, as well as all appropriate traffic control devices to provide maximum safety.

If requested, the city council must hold a public hearing at least once each calendar year to consider prima facie speed limits on a highway in the city near a school or institution of higher education. TEX. TRANSP. CODE § 545.357. The council, on request, may hold one public hearing for all of the public and private elementary and secondary schools and institutions of higher education in its jurisdiction. *Id.* Typically, a city will declare a school crossing zone in the same ordinance as the reduction of speed limit.

### May the county maintain and repair streets within the city?

Yes. A county may enter into an interlocal contract with a city to finance the construction, improvement, maintenance, or repair of streets or alleys in a city. TEX. GOV'T CODE § 791.032. This can include portions of city streets that are not a connecting link to other roads or highways. *Id.*

### **When does a private roadway become a public street?**

There are several ways a private roadway can become a public street. Plats may be prepared, approved, and filed by private developers expressly dedicating streets to the public. 23 David B. Brooks, *Texas Practice: Municipal Law and Practice* § 20.05 (2014). Streets may be acquired for public use by prescriptive easement, in which the public has acquired the right to use a roadway as a consequence of continued use over a period of time in a manner adverse to the property owner. *Id.* A city can also acquire streets by purchase or condemnation. A city rarely acquires the outright title of property for street purposes. Generally, a city is given or acquires a surface right-of-way easement with the property owner retaining their ownership interest and the city enjoying the use of the property as a city street. *Id.*

### **May a city install “speed bumps” in city streets?**

A city has authority to install traffic calming devices under Sections 311.002 and 544.002 of the Texas Transportation Code. However, the Transportation Code requires that a city obtain the Texas Department of Transportation's permission to place or maintain a traffic-control device on a highway under the department's jurisdiction. TEX. TRANSP. CODE § 544.002. In addition, a traffic study is required prior to the installation of speed bumps. Tex. Att'y Gen. Op No. JC-0175.

The bigger issue that arises with speed bumps is the argument that they are “obstructions” in the road. Cities have a duty to keep public streets free from obstructions, and erecting or placing any object on a public street that interferes with the full and free use thereof might be considered an obstruction. This duty was originally found in Texas Revised Civil Statute Article 1016, and is now based on Transportation Code § 311.002 and *Dozier v. Austin*, 253 S.W.2d 554 (Tex. Civ. App.--Austin, 1923, writ dismissed w.o.j.). Several cases have been decided in which a city was held liable for damages for failure to remove an obstruction from a city street, from piles of gravel to ropes to wet paint stripes. See e.g., *City of Austin v. Daniels*, 335 S.W.2d 753 (Tex. 1960); *Crow v. City of San Antonio*, 301 S.W.2d 628 (Tex. 1957); *City of Texarkana v. Williams*, 146 S.W. 333 (Tex. Civ. App. 1912, writ refused). The risk involved with the use of speed bumps is that a city might be held liable for any injury or damage that can be attributed to their use and that a court would find that other traffic control devices, such as signs, flashing lights or reduced speed limits are a more reasonable method to control speeding.

### **Who has control over the public roadways in a city?**

Home rule cities have exclusive control over the public highways, streets, and alleys of the city. This authority includes the ability to control, regulate, or remove an encroachment or obstruction on a street, open or change a public street, and make improvements to streets. TEX. TRANSP. CODE § 311.001.

A general law city has exclusive control over the highways, streets, and alleys of the city. The municipality may abate or remove an encroachment or obstruction on a highway, street, or alley; open, change, regulate, or improve a street; or put a drain or sewer in a street, prevent the

obstruction of the drain or sewer, or protect the drain or sewer from encroachment or damage. TEX. TRANSP. CODE § 311.002.

### **May a city regulate parades or marches on city streets?**

A city has the authority to regulate the use of its streets and to impose reasonable restraints by ordinance to protect the safety and welfare of the public. *Id.*; TEX. LOC. GOV'T CODE § 51.001. In addition, a home rule city may regulate the movement of a structure on a city street. TEX. TRANSP. CODE § 311.005.

The Supreme Court of the United States has stated that parades are a form of expression entitled to constitutional first amendment protection. *Hurley v. Irish-American Gay, Lesbian and Bisexual Group of Boston*, 515 U.S. 557, 568 (1995). As such, city regulation of parades can cause numerous issues for a city if the permit process is not carefully drawn to provide reasonable time, place, and manner restrictions. Impermissible restrictions include conditioning use of city streets upon a city official's opinion as to the harmful consequence a parade may cause. *Shuttlesworth v. City of Birmingham*, 394 U.S. 147 (1968). A city cannot consider the threat of a hostile audience in issuing a parade permit. *Iranian Muslim Organization v. City of San Antonio*, 615 S.W. 2d 202 (1981). Likewise, a city cannot tie the cost of a permit to estimating the response of others to the speech content and judging the number of police officers necessary to meet the response. *Forsyth County, Ga. V. Nationalist Movement*, 505 U.S. 123, 134 (1992).

Parades may be subject to some reasonable restrictions that protect the public health, safety, and welfare. Any parade regulation should meet the following requirements:

1. The regulation must bear some substantial relation to a “weighty governmental interest” and must advance that interest. *Police Department of Chicago v. Mosely*, 408 U.S. 92 (1972).
2. The regulation must be the least drastic means available of protecting the governmental interest involved. *Schaumburg v. Citizens for a Better Environment*, 444 U.S. 620 (1980).
3. The regulation must be narrowly drawn to prevent discretionary action by licensing officials. *Hynes v. Mayor of Oradell*, 425 U.S. 610 (1976).
4. The regulation must not be based upon the content or subject matter of speech. *Heffron v. ISKCON*, 42 U.S. 640 (1981).

Ordinances drafted pursuant to these four principles should withstand legal challenge. You will want to work with local legal counsel if you are considering drafting a parade permit ordinance.

### **Can a city abandon a street?**

A general law city may vacate, abandon, or close a street by ordinance, if a petition signed by all of the owners of the property abutting the street is presented to the city council. TEX. TRANSP. CODE § 311.008. Unlike in a general law city, a petition to close a street is not required in a home rule city. TEX. TRANSP. CODE § 311.007. In the absence of a charter provision providing a

method for closing city streets, a home rule city's council has the authority to create a procedure for closing or vacating city streets.



# STAFF REPORT

**MEETING DATE:** March 16, 2026

**MEETING TYPE:** City Council

**SUBMITTED BY:** Katherine Lindsey

**AGENDA CAPTION:** Discuss and consider a Resolution AUTHORIZING MEMBERSHIIP IN THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FOUR CENTS PER CAPIT TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION. Presented by Katherine Lindsey, Assistant to the City Administrator.

**Background Information**

**Purpose of the Resolution:**

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee (“ACSC”) is composed of 188 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 188 ACSC member cities, which represent more than 70 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

**The ACSC Membership Assessment Supports Important Activities:**

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

**Explanation of Resolution Paragraphs:**

- I. This paragraph authorizes the continuation of the City’s membership in ACSC.

II. This paragraph authorizes payment of the City's assessment to the ACSC in the amount of four cents (\$0.04) per capita. This is a decrease of \$0.01 to the 2025 assessment.

III. This paragraph requires notification that the City has adopted the Resolution.

**Budget Implications**

The assessment payment check should be made out to "City of Arlington, C/O Atmos Cities Steering Committee" and mailed to City of Arlington, C/O Brandi Stigler, Atmos Cities Steering Committee, PO Box 90231, Arlington, Texas 76004

**Legal Review**

The Atmos Cities Steering Committee's attorney, Thomas Brocato with Lloyd Gosselink Attorneys at Law, drafted the resolution.

**Staff Recommendation**

Staff recommends that the City Council approves the resolution.

**Supporting Documentation and Attachments**

# 2025 ACSC Newsletter



## 2025 YEAR IN REVIEW ISSUE

This past year was a busy one for ACSC. This annual review highlights the significant events of 2025 that impacted ACSC and what's on the horizon in 2026.

## Dallas Joins ACSC in 2025 as Largest Member With Other New Member McGregor, Coalition Reaches 188

The City of Dallas, the state's third most populous city, was among two new members joining the Steering Committee of Cities Served by Atmos in 2025. With the addition of the second addition, the city of McGregor located in McLennan and Coryell counties, ACSC now has 188 members.

The Dallas City Council authorized the city's ACSC membership on Oct. 8. Dallas has a population of 1.3 million and is now the largest member of the coalition.

McGregor, meanwhile, joined in June. The city near Waco has a population of about 5,800. It also was the site of the World War II-era Bluebonnet Ordnance Plant and has been the location of several rocket-making companies. SpaceX now has a rocket engine development and test facility in McGregor.

ACSC undertakes activities on behalf of its city members and their citizens relating to gas utility regulatory matters. These activities include participation in rate cases, rulemakings at the Texas Railroad Commission, and legislative efforts that impact natural gas rates.

Welcome Dallas and McGregor!

## 89th Texas Legislature Considers Gas Utility Bills in 2025

Lawmakers during the 89th Texas Legislature considered hundreds of energy related bills, including a handful relating to gas utility issues. Most of the energy-related bills failed during the session, although a few made it to the governor's desk.

Below we describe five important gas utility bills, including those that made it to the finish line and those that did not. The 89th Texas Legislature adjourned in June.

- HB 2166, by John Bryant, "relating to the establishment of an independent market monitor

for the natural gas market by the Public Utility Commission of Texas and an independent organization certified for a power region." This bill died in the House State Affairs committee.

- HB 4042, "relating to the applicability of certain safety provisions and regulatory fees administered by the RRC to gas distribution pipelines." This bill allows the RRC to establish an annual safety compliance fee for operators, set at \$1 for each service line in gas distribution systems and \$100 for each master metered system. Significantly, this bill also removes the term "natural" when referencing

gas distribution pipelines, thereby broadening the legislation’s applicability to all gas distribution systems. This bill went to the governor on May 26 and became law without his signature.

- HB 4384, Rep. Drew Darby, “relating to the recovery of a gas utility’s gross plant placed in service not yet being recovered in rates.” This bill allows a gas utility to include additional items in interim rate filings that are not subject to substantial contemporaneous review by the RRC. This legislation made it through the process and was signed by Gov. Greg Abbott on June 20. It became effective immediately.
- HB 5475, Ryan Guillan, “relating to a study and report on the Underground Facility Damage

Prevention and Safety Act.” This bill establishes a framework for enhancing the Underground Facility Damage Prevention and Safety Act in Texas through a comprehensive study and subsequent report. It empowers the RRC to collaborate with the Texas Underground Facility Notification Corporation to assess the state’s current systems related to underground facility safety. This bill died in the House Energy Resources Committee.

- SB 2635, Nathan Johnson, “relating to the name and governance of the Railroad Commission of Texas.” This bill would have renamed the Railroad Commission the “Texas Oil, Gas and Minerals Commission.” This bill died in the Senate Natural Resources Committee.

## Legislature in 2025 Delivers Additional Dollars to RRC

The Texas Railroad Commission, the state agency responsible for overseeing the oil and gas industry — including gas utilities — has received a \$593 million appropriation from the Texas Legislature.

The appropriation will finance agency operations for the 2026-2027 biennium. It represents a 23 percent increase from the \$481 million of the previous biennium, according to figures included in an earlier agency release.

The new two-year appropriation includes \$100 million for oil and gas well plugging, an amount described by the agency as the largest ever appropriation from the Texas Legislature for that purpose. The RRC’s “State Managed Plugging Program” has been responsible for the plugging of 46,000 wells since its inception in 1984, according to the agency.

The new legislative appropriation also includes \$16.7 million for data reporting systems to track produced water, authorized pits registrations, oversight, and safety regulatory filing and permitting. More than \$2 million also was allocated for upgrades to the agency’s cloud-based geographic information systems.

The RRC will receive \$1.3 million to establish an Underground Injection Well Investigation Team to help ensure injected fluids remain confined to the disposal formations and safeguard ground and surface fresh water. This team will supplement the RRC’s ongoing measures to mitigate seismicity and protect residents in areas including West Texas, according to the Railroad Commission.

The new appropriation was included in the state’s biennial budget, which was adopted as Senate Bill 1 during the 89th Texas Legislature that adjourned in June.

## ACSC in 2025 Calls for HB 4384 Rules to Protect Ratepayers

The Texas Railroad Commission should take action to mitigate ratepayer fallout from a potentially expensive new gas utility law, including through the consideration of savings from infrastructure retirements to offset the costs of new utility infrastructure. That was among the messages delivered by the Steering Committee of Cities Served by Atmos, a municipal coalition, in comments it filed Nov. 17, 2025, at the agency.

At issue are provisions of the newly adopted House Bill

4384 that allow gas utilities to classify certain capital and tax expenditures as “regulatory assets” in rate proceedings. Under the law, utilities can then quickly begin charging their customers for these assets.

In October, the commission launched a rulemaking proceeding to implement HB 4384, and various interested parties, including ACSC, have now filed their recommendations. In its comments, ACSC reiterated its previously stated concerns about the law: that it encourages

the expensive use of piecemeal ratemaking, for example, and that it continues to allow gas utilities to charge ratepayers for capital expenditures prior to any substantive review of those expenditures.

But HB 4384 also would have the effect of further reducing the lag time between when a utility spends money on capital projects and when the utility profits from such expenditures by recovering them in rates, according to ACSC. This is a problem because some amount of “regulatory lag” creates incentives for utilities to spend money in a more efficient manner.

“While ACSC acknowledges and values the importance of safe and reliable infrastructure, it has concerns about the impairment of regulatory lag, which plays a longstanding and important role in the regulated system,” wrote ACSC general counsel Thomas Brocato in the organization’s Nov. 17, 2025 comments.

### Recommendations

ACSC enumerated several recommendations to guide the agency’s ongoing rulemaking efforts. Chief among them was a recommendation relating to the treatment of “regulatory assets” under HB 4384. By definition, a regulatory asset can refer to various costs incurred by a utility that are not immediately expensed but rather deferred for later recovery through future rate increases. HB 4384 allows utilities to classify certain capital expenditures and taxes as regulatory assets and then quickly recover those expenditures through annual interim rate proceedings

without substantive prior review.

ACSC recommended that offsetting capital retirements (along with capital expenditures) also should be included in any calculation of regulatory assets. Otherwise, “utilities could have the advantage of fully recovering new plant in the regulatory asset and also earning a return on the retired plant,” ACSC noted in its comments. Furthermore, the inclusion of capital retirements in regulatory asset calculations “aligns with the Federal Energy Regulatory Commission Uniform System of Accounts, which supports the concept that gas plants should be reduced to reflect retirements,” ACSC noted.

ACSC also made the following recommendations:

- The rule implementing HB 4384 should include more clarity on how regulatory assets are handled in existing interim rate filings.
- When creating regulatory assets, gas utilities should use only approved values for return, depreciation, and taxes as determined in their most recent substantive rate case. That is, HB 4384 rules should bar utilities from using estimates for these values.
- The rule should require that utilities provide documentation supporting the in-service date for capital projects it includes in new regulatory assets.

The Railroad Commission is expected to issue a final rule in the coming months.

## Atmos Financial Report Shows More Spending, Profits in 2025

Atmos Energy made \$3.6 billion in capital expenditures during the 2025 fiscal year — an increase from the \$2.9 billion in capital expenditures it made during the prior fiscal year. The company also expects to make another \$4.2 billion in capital expenditures during the 2026 fiscal year. The average customer bill was \$80 for the 2025 fiscal year, up from around \$50 during the 2020 fiscal year. It projects average bills will continue increasing over the decade, reaching as much as \$121 by 2030. Those top-line capital expenditure numbers were among the highlights of a conference call conducted by Atmos executives on Nov. 6. Other details include:

### Fiscal Year Data (Fiscal Year Ending on Sept. 30)

- Atmos reports that about \$1.3 billion in 2025 capital spending — or 44 percent of this year’s \$3.6 billion total — was used to repair and replace transmission and distribution pipelines.

- Atmos reported \$963.4 million in distribution income and \$596.6 million in pipeline income during the 2025 fiscal year. That compares to \$854.5 million in distribution income and \$500.9 million in pipeline income during the prior fiscal year.
- Some of the key income drivers in 2025 were a \$184.1 million net increase from rate adjustments, \$26.7 million from residential and industrial growth — primarily in the Mid-Tex divine — and other factors.

### Regulatory Actions

- Atmos said that with the adoption of House Bill 4384 from the most recent Texas Legislature, that the company now expects to begin receiving recovery of 95 percent of its capital expenditures within six months of making them. HB 4384, which adjusts the regulatory process at the Texas Railroad

Commission, also means the company will receive recovery of 99 percent of its capital expenditures within one year of making them, according to Atmos.

- The company reported that its pipeline division implemented, on Nov. 1, a System Safety & Integrity Rider that allows for the recovery of certain safety and integrity costs. The authorized recovery from the 2025 rider is \$23 million, according to Atmos.

## 2025 Analysis by ACSC Shows Long-Term Increases in Atmos Spending, Revenues, and Bills

During a 2025 earnings call with investment analysts, officials at Dallas-based Atmos Energy boasted of delivering years of consistent dividend increases for their shareholders. In fiscal 2025, for instance, the year-over-year increase was 8.1 percent. This represented “the 41st consecutive year of rising dividends” for shareholders, according to the company.

But dividends aren’t the only thing on the rise at Atmos. An ACSC review of multiple financial filings also shows that it is spending ratepayer money at an unprecedented clip and that average gas bills have increased steadily. Moreover, average monthly gas bills could rise by as much as 50 percent over the next five years.

### About Atmos

Atmos Energy, the country’s largest natural gas-only distributor, serves more than 3.3 million distribution customers in over 1,400 communities across eight states. Atmos also manages proprietary pipeline and storage assets. Its most substantial holdings are in Texas, where the Texas Railroad Commission oversees its rates and operations.

As a publicly traded company, Atmos also hosts quarterly financial update calls in which it regularly touts almost clockwork-like increases in both its revenues and capital expenditures. These increases always come as good news to shareholders: revenue increases because they contribute to earnings-per-share growth, and capital expenditure increases because utilities receive a regulated rate of return on such expenditures. This means that, as a general matter, the more a utility spends on capital projects, the more revenue it is authorized to collect from customers.

Atmos notes, however, that customers benefit from its capital spending programs because they finance system safety and integrity efforts and because they help the company keep up with customer growth. The company also notes that while its average residential bills are on the rise, they nonetheless remain lower than bills charged by electric utilities.

### Rate and Spending Analysis

As noted, Atmos’s spending and revenues — and its monthly consumer bills — all have gone up in recent years. In some cases, the increases are substantial, according to a recent analysis of the company’s financial statements over the last 10 years. Here are some of the findings from that analysis.

#### Income

- Atmos reported net income in 2025 of nearly \$2 billion. That is more than five and a half times of its reported net income of \$345 million in 2016.
- The company’s annual net income increased by 91 percent between 2024 and 2025.
- The company reported increases in net income of 10 percent every year since 2017.

#### Spending

- The company estimated capital spending in 2025 of \$3.6 billion. That is more than triple the \$1.1 billion it reported in 2017.
- The company’s capital spending went up 21 percent between 2024 and 2025.
- The company’s capital spending has increased every year since 2017.

#### Rates

- Average bills across the company’s multi-state system went from \$72 last year to \$80 this year.
- Average bills are expected to increase to \$121 by 2030, an increase of more than 50 percent in five years.
- The company reports that average bills increased every year except for one since 2019.

# Atmos “SSI” Riders Explained: \$23 Million in 2025 Interim Charges Finance Pipeline Leak Testing

The pipeline division of Atmos Energy, the North Texas gas utility, has collected more than \$40 million in extra charges since 2024 to finance system safety testing, according to a review of regulatory filings.

Assessed through “System Safety and Integrity” riders, these charges accrue on top of other interim assessments made by Atmos outside its general rate cases.

Through System Safety and Integrity riders, or SSI, Atmos recovers from customers certain system safety costs that it incurs each year to maintain its pipeline system. As noted in Atmos filings, SSI is calculated as a monetary amount above a benchmark set during a preceding rate case — in this case, a pipeline proceeding from 2023 (Case No. OS-23-00013758).

In 2024, the SSI rider (under Case No. 00017667) added \$18.7 million to annual system costs. In 2025, it amounted to \$23 million (Case No. OS-25-0002811). These costs flow indirectly into home bills based on usage.

**Why SSI?**

Federal law requires gas utilities to conduct intensive leak testing on their pipeline systems on a regular basis. This testing requires utilities to shut down individual lines on a rotating basis — typically every three to five years.

These integrity tests can cost millions of dollars on a systemwide basis, but they also vary widely from year to year. Gas utilities argue that these costs are too variable and unpredictable to include in relatively infrequent base rate cases and seek recovery through interim riders.

Under the SSI, Atmos receives authorization to collect system integrity costs on an annual basis, but these costs are subject to later refunds or surcharges to the extent they vary from actual costs as demonstrated through a subsequent true-up process. Atmos customers pay the SSI indirectly based on a calculation of both usage and the maximum daily quantity of gas flowing over the overall system.

Atmos does not receive a financial return on SSI expenditures. The Steering Committee of Cities Served by Atmos has not raised objections to Atmos’s use of safety-related SSI assessments.

**Other Charges**

Atmos assesses the SSI in addition to other interim charges, including those associated with its annual capital spending. Overall, capital spending by Atmos has more than tripled since 2017, according to company financial reports. (See separate article on page 2).

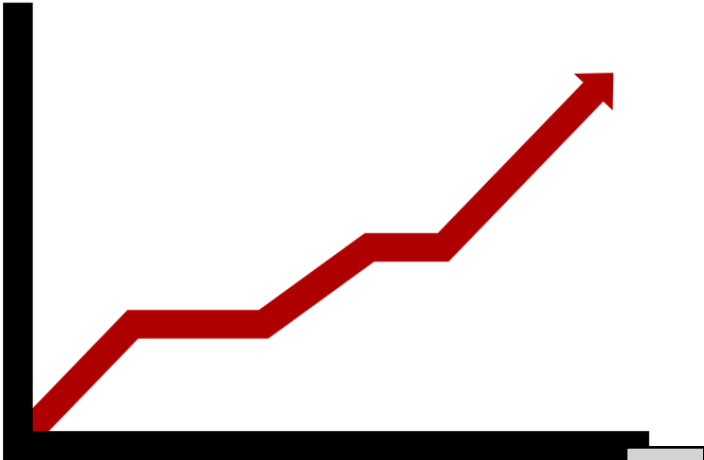
## 2025 Rate Case Roundup

**Atmos RRM Rate Increase Reduced After City Intervention**

In April, Atmos requested a \$245.2 million increase in revenues for its Mid-Tex Division, calculated on a system-wide basis. The request, made through the Rate Review Mechanism process, was subsequently reduced to \$225.6 million due to RRM tariff limitations.

Consultants with the Steering Committee of Cities Served by Atmos then prepared a report identifying additional potential reductions to the company’s rate request. After the intervention, Atmos agreed to settle the case for \$205.6 million — a reduction of almost \$40 million from the company’s initial request (and a \$20 million reduction from the company’s amended request). The settlement also includes payment of ACSC’s expenses.

The Rate Review Mechanism is a set of rules negotiated by ACSC cities that permit some regulatory oversight of utility rate



requests by cities. This contrasts with the parallel Gas Reliability Infrastructure Program (or “GRIP”) that exists under statute, but that does not allow meaningful advanced review of utility rate requests.

### Dallas Negotiates Smaller Atmos Rate Increase for Area Residents

The Dallas City Council has approved a negotiated 8 percent rate increase for residential Atmos Gas customers in the city, amounting to \$7.83 per month on average.

Atmos initially requested a total annual increase of \$31.4 million, but that amount was reduced to \$27.9 million after negotiations with the city. Atmos also will reimburse the city for its rate case expenses.

Atmos filed that initial request under the Dallas Area Rate Review process on Jan. 15, the Dallas City Council unanimously approved the settlement on May 28, and the rates went into effect on June 1.

Atmos Energy historically has been able to request a rate adjustment every year under the DARR process. However, unlike the separate Gas Reliability Infrastructure Process, DARR allows for substantive contemporaneous review of the rate filing by the city and negotiations.

### Atmos Receives “GRIP” Increase for Pipeline Division

On June 17, the Texas Railroad Commission approved an annual revenue increase of \$77,205,694 for Atmos Pipeline Texas under the rules of the state’s Gas Reliability Infrastructure Program, or “GRIP”.

In its initial Feb. 26 GRIP filing, the utility sought to recover costs for projects put in service during 2024. The GRIP tariffs will apply only to that portion of the system under the Railroad Commission’s original jurisdiction and will remain in effect until Atmos Pipeline-Texas’ next base rate case.

Under the Gas Reliability Infrastructure Program, the state’s monopoly gas utilities can hike rates without any substantive contemporaneous review. Cities have opposed GRIP because it allows gas utilities to increase rates even if the company’s overall spending is declining, or even if its revenues are increasing. Railroad Commissioners grant these hikes as a ministerial act.

More information can be found on the Railroad Commission website, under Case No. 00020448.

#### 2026 ACSC Meetings

March 5  
June 11 — Virtual  
September 10  
December 10— Virtual

#### 2025 Officers

Chair—Meg Jakubik (Flower Mound)  
Secretary—Chuong Phung (Grand Prairie)  
Treasurer—David Johnson (Arlington)

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato  
(512) 322-5857  
tbrocato@lglawfirm.com

Jamie Mauldin  
(512) 322-5890  
jmauldin@lglawfirm.com

ACSC Master List of Members (188 Total)

- |                            |                           |                           |
|----------------------------|---------------------------|---------------------------|
| 1. Abilene                 | 63. Everman               | 125. New Fairview         |
| 2. Addison                 | 64. Fairview              | 126. Newark               |
| 3. Albany                  | 65. Farmers Branch        | 127. Nocona               |
| 4. Allen                   | 66. Farmersville          | 128. North Richland Hills |
| 5. Alvarado                | 67. Fate                  | 129. Northlake            |
| 6. Angus                   | 68. Flower Mound          | 130. Oak Leaf             |
| 7. Anna                    | 69. Forest Hill           | 131. Ovilla               |
| 8. Archer City             | 70. Forney                | 132. Palestine            |
| 9. Argyle                  | 71. Fort Worth            | 133. Pantego              |
| 10. Arlington              | 72. Frisco                | 134. Paris                |
| 11. Aubrey                 | 73. Frost                 | 135. Parker               |
| 12. Azle                   | 74. Gainesville           | 136. Pecan Hill           |
| 13. Bartonville            | 75. Garland               | 137. Petrolia             |
| 14. Bedford                | 76. Garrett               | 138. Plano                |
| 15. Bellmead               | 77. Georgetown            | 139. Ponder               |
| 16. Belton                 | 78. Glenn Heights         | 140. Pottsboro            |
| 17. Benbrook               | 79. Grand Prairie         | 141. Prosper              |
| 18. Beverly Hills          | 80. Grapevine             | 142. Quitman              |
| 19. Blossom                | 81. Groesbeck             | 143. Red Oak              |
| 20. Blue Ridge             | 82. Gunter                | 144. Reno (Parker County) |
| 21. Bowie                  | 83. Haltom City           | 145. Rhome                |
| 22. Boyd                   | 84. Harker Heights        | 146. Richardson           |
| 23. Bridgeport             | 85. Haskell               | 147. Richland             |
| 24. Brownwood              | 86. Haslet                | 148. Richland Hills       |
| 25. Bryan                  | 87. Hewitt                | 149. River Oaks           |
| 26. Buffalo                | 88. Highland Park         | 150. Roanoke              |
| 27. Burkburnett            | 89. Highland Village      | 151. Robinson             |
| 28. Burleson               | 90. Honey Grove           | 152. Rockwall             |
| 29. Caddo Mills            | 91. Hurst                 | 153. Roscoe               |
| 30. Canton                 | 92. Hutchins              | 154. Rowlett              |
| 31. Carrollton             | 93. Hutto                 | 155. Royse City           |
| 32. Cedar Hill             | 94. Iowa Park             | 156. Sachse               |
| 33. Celeste                | 95. Irving                | 157. Saginaw              |
| 34. Celina                 | 96. Justin                | 158. Sansom Park          |
| 35. Centerville            | 97. Kaufman               | 159. Seagoville           |
| 36. Cisco                  | 98. Keene                 | 160. Seymour              |
| 37. Clarksville            | 99. Keller                | 161. Sherman              |
| 38. Cleburne               | 100. Kemp                 | 162. Snyder               |
| 39. Clyde                  | 101. Kennedale            | 163. Southlake            |
| 40. College Station        | 102. Kerens               | 164. Springtown           |
| 41. Colleyville            | 103. Kerrville            | 165. Stamford             |
| 42. Colorado City          | 104. Killeen              | 166. Stephenville         |
| 43. Comanche               | 105. Krum                 | 167. Sulphur Springs      |
| 44. Coolidge               | 106. Lake Dallas          | 168. Sweetwater           |
| 45. Coppel                 | 107. Lake Worth           | 169. Temple               |
| 46. Corinth                | 108. Lakeside             | 170. Terrell              |
| 47. Corral City, Town of   | 109. Lancaster            | 171. The Colony           |
| 48. Crandall               | 110. Lavon                | 172. Trophy Club          |
| 49. Cross Roads            | 111. Lewisville           | 173. Tyler                |
| 50. Crowley                | 112. Little Elm           | 174. University Park      |
| 51. Dallas                 | 113. Little River Academy | 175. Venus                |
| 52. Dalworthington Gardens | 114. Llano                | 176. Vernon               |
| 53. Denison                | 115. Lorena               | 177. Waco                 |
| 54. Denton                 | 116. Madisonville         | 178. Watauga              |
| 55. DeSoto                 | 117. Malakoff             | 179. Waxahachie           |
| 56. Duncanville            | 118. Mansfield            | 180. Westlake             |
| 57. Early                  | 119. McGregor             | 181. Westover Hills       |
| 58. Eastland               | 120. McKinney             | 182. Westworth Village    |
| 59. Edgecliff Village      | 121. Melissa              | 183. White Settlement     |
| 60. Emory                  | 122. Mesquite             | 184. Whitesboro           |
| 61. Ennis                  | 123. Midlothian           | 185. Wichita Falls        |
| 62. Euless                 | 124. Murphy               | 186. Wilmer               |

ACSC Master List of Members (188 Total)

Section H, Item 13.

- 187. Woodway
- 188. Wylie

City of Arlington  
C/O Atmos Cities Steering Committee  
Attn: Brandi Stigler  
PO Box 90231  
Arlington, TX 76004

# Invoice

Date	Invoice #
2/4/2026	26-82

Bill To
City of Hutchins

Item	Population	Per Capita	Amount
2026 Membership Assessment	6,149	0.04	245.96
Please make check payable to: City of Arlington, C/O Atmos Cities Steering Committee Attn: Brandi Stigler, PO Box 90231, Arlington, Texas 76004			<b>Total</b> \$245.96

## MEMORANDUM

TO: Atmos Cities Steering Committee  
FROM: Meg Jakubik, Chair, Atmos Cities Steering Committee  
DATE: January 12, 2026  
RE: **Action Needed - 2026 Atmos Cities Steering Committee Membership Assessment Invoice**

On December 11, 2026, the Atmos Cities Steering Committee (“ACSC”) held a quarterly meeting with representatives from Atmos Energy. During the meeting, the group held a discussion of upcoming natural gas issues and approved the assessment for ACSC membership. Using the population-based assessment protocol previously adopted by ACSC, the assessment for 2026 is a per capita fee of \$0.04. This is a decrease of \$0.01 to the 2025 assessment.

ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of the residential and small commercial customers within the cities. Cities are the only consumer advocates that work to keep natural gas rates reasonable. The work undertaken by ACSC has saved ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice at the Railroad Commission, at the Legislature, and in the courts, ACSC must have your support. Please take action to pay the membership assessment as soon as possible. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the ACSC participation agreement.

Although ACSC does not require that your city take action by resolution to approve the assessment, some members have requested a model resolution authorizing payment of the 2026 membership assessment. To assist you in the assessment process, we have provided the following documents for your use:

- ACSC 2025 Year in Review
- Model resolution approving the 2026 assessment (optional, provided for those cities that have requested a resolution to authorize payment)
- Model staff report supporting the resolution
- List of Atmos Cities Steering Committee members
- 2026 Assessment invoice
- 2025 Assessment invoice and statement (only included if not yet paid)
- Blank member contact form to update the distribution lists

Please forward the membership assessment fee and, if applicable, the signed resolution to Brandi Stigler, Atmos Cities Steering Committee, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Atmos Cities Steering Committee*.

If you have any questions, please contact ACSC Chairperson, Meg Jakubik ((972) 874-6082). ACSC’s counsel, Thomas Brocato (tbrocato@lglawfirm.com) at 512/322-5857 is also available to assist you.

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R2026-03-1335**

**A RESOLUTION AUTHORIZING MEMBERSHIP IN THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FOUR CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION.**

**WHEREAS**, the City of Hutchins is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

**WHEREAS**, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

**WHEREAS**, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

**WHEREAS**, the City is a member of the Steering Committee; and

**WHEREAS**, the City would like to continue its membership of ACSC; and

**WHEREAS**, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs.

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

**SECTION 1.** That the City is authorized to become a member in the Atmos Cities Steering Committee to protect the interests of the City of Hutchins and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

**SECTION 2.** The City is further authorized to pay its 2025 assessment to the ACSC in the amount of five cents (\$0.04) per capita.

**SECTION 3.** A copy of this Resolution and approved assessment fee payable to “City of Arlington, c/o Atmos Cities Steering Committee,” shall be sent to:

City of Arlington  
Attn: Brandi Stigler  
C/O Atmos Cities Steering Committee  
PO Box 90231  
Arlington, Texas 76004

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 16<sup>th</sup> day of March 2026.

CITY OF HUTCHINS, TEXAS

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

ATTEST:

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