

Mayor
Norman Funderburk

Mayor Pro Tem
Bruce Davidson

Council Member, Place 1
Andy Curry

Council Member, Place 2
Mike Marshall



Council Member, Place 4
Paula Settle

Council Member, Place 5
Rick Swanson

City Manager
Jason Stuebe

City Secretary
Maria Jackson

**Humble City Council
Regular Meeting Agenda
July 11, 2024 at 6:30 PM
City Hall Council Chambers
114 W. Higgins St.
Humble, Texas 77338**

1. CALL TO ORDER.

2. INVOCATION AND PLEDGE OF ALLEGIANCE.

- a. Chad Wright, Pastor of Gospel Assembly Church, will lead the Invocation.

3. HEAR VISITORS:

During this time a citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available at the meeting and on our website. This form should be completed and returned to the City Secretary no later than ten (10) minutes prior to the beginning of the meeting. Upon stepping to the podium, the speaker must state their name, and city of residence. Each speaker's remarks are limited to three (3) minutes. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operation concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council Members or staff.

4. CONSENT AGENDA:

Ministerial or "housekeeping" items that can be voted on in one motion as allowed by law. Items may be removed from the Consent Agenda for individual consideration and discussed or acted upon by a majority vote of the Council.

- a. Minutes: June 25, 2024 and June 27, 2024
- b. Department Reports
- c. Correspondence

5. REGULAR AGENDA:

- a. Presentation, possible action, and discussion on the approval of Resolution 24-876, a resolution adjusting the City of Humble Water and Sewer Rates for residential and commercial customers, and providing an effective date.
- b. Presentation, possible action, and discussion on the approval of a Settlement Agreement and Release of all Claims between the City of Humble, Texas and ECS Development Company, LLC.
- c. Presentation, possible action, and discussion on the approval of a Change Order for the

Senior Activity Center Construction Contract between the City of Humble and Purcell Construction, Inc. in the amount of \$133,803.00 for the purposes of constructing a new driveway.

- d. Presentation, possible action, and discussion on the approval of an Interlocal Agreement between the City of Humble and the Northeast Hospital Authority to provide funding in the amount of \$29,429.30 for the purchase of exercise equipment for the Senior Activity Center.
- e. Presentation, possible action, and discussion on the approval of a contract between the City of Humble and Harris County Emergency Corps to provide Fire/EMS dispatch services in the amount of \$10,675 per month plus equipment and unit pricing on a per-call basis.
- f. Presentation, possible action, and discussion on the approval of a Development Plat of Wellspire Medical Office Building a commercial development of 4.1126 acres of land situated in Unrestricted Reserve "A" and Unrestricted Reserve "C" of the Air 59 Commerce Center replat and extension, being a subdivision in the W.B. Adams Survey, City of Humble, Harris County, Texas.

6. COMMUNITY ANNOUNCEMENTS:

The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of Humble; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of Humble that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of Humble; and announcements involving an imminent threat to the public health and safety of people in the City of Humble that has arisen after posting the agenda.

7. ADJOURN.

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Humble, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall, 114 West Higgins, Humble, Texas.

The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on July 8, 2024, by 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting. The Agenda and Notice are also available on the City's website, www.cityofhumbletx.gov.

Submitted:



Jason Stuebe, City Manager



Maria Jackson, City Secretary

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE CITY OF HUMBLE WILL PROVIDE YOU WITH REASONABLE ACCOMMODATIONS FOR PERSONS ATTENDING CITY COUNCIL MEETINGS. THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE FACILITY MANAGER AT (281) 446-3061 FOR FURTHER INFORMATION.

I certify that the attached notice and agenda of items to be considered by the City of Humble City Council was posted on the official posting board at the Humble City Hall and removed by me on this the _____ day of _____, 20____ at _____.

Signed: _____ Title: _____



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 11, 2024

ITEM TYPE: Presentation

AGENDA SECTION: INVOCATION AND PLEDGE OF ALLEGIANCE.

SUBJECT: Chad Wright, Pastor of Gospel Assembly Church, will lead the Invocation.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 11, 2024

ITEM TYPE: Consent

AGENDA SECTION: CONSENT AGENDA:

SUBJECT: Minutes: June 25, 2024 and June 27, 2024

ATTACHMENTS:

[06-25-2024 Special CC Mtg Minutes](#)

[06-27-2024 Regular CC Mtg Minutes](#)

Mayor
Norman Funderburk

Mayor Pro Tem
Bruce Davidson

Council Member, Place 1
Andy Curry

Council Member, Place 2
Mike Marshall



Council Member, Place 4
Paula Settle

Council Member, Place 5
Rick Swanson

City Manager
Jason Stuebe

City Secretary
Maria Jackson

**Humble City Council
Special Meeting Minutes
Tuesday, June 25, 2024 at 10:00 AM
Humble Civic Center
8233 Will Clayton Pkwy.
Humble, TX 77338**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Members Present: Mayor Norman Funderburk, Presiding
Council Member Andy Curry
Council Member Mike Marshall
Council Member Bruce Davidson
Council Member Paula Settle
Council Member Rick Swanson

Members Absent: None

Staff Present: City Manager Jason Stuebe, City Secretary Maria Jackson, Deputy City Secretary Elanna Killian, Civic Center Director Jennifer Wooden, Senior Code Enforcement Officer Fidel Martinez, Court Administrator Sandra Elliott, Finance Director Christina Collins, Accounting Supervisor Jessica Dyess, Fire/EMS Chief David Langenberg, Assistant Fire Chief Wyatt Watkins, Chief Fire Marshal/Emergency Management Coordinator James Nykaza, HR Coordinator MiJea Burns, Police Chief Ken Theis, Building Inspector Ray Pearson, Building and Inspection Development Coordinator Tim Morgan, and Public Works Director Mark Arnold.

Also present: Ben Rosenberg, Managing Director, U.S. Capital Advisors; and, Clay Holland, Partner, and Justin Hicks, Associate, Hunton Andrews Kurth.

1. CALL TO ORDER.

With a quorum present, the Special Meeting of the Humble City Council was called to order by Mayor Funderburk at 10:00 a.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE.

Mayor Funderburk led the Invocation and the Pledge of Allegiance.

3. SPECIAL AGENDA:

- a. Presentation and discussion with the City's Financial Advisor and Bond Counsel regarding finance options for future potential capital projects.

Mayor Funderburk stated the purpose of the meeting was to become familiarized with the different financial opportunities available to the City for future potential capital projects. As there were no current projects to act on quickly at this time, this meeting was called to become familiar with that process. City Manager Stuebe added that with this meeting, the City Council may become better acquainted with the concepts, terminology, and processes, as well as review the City's financial condition.

Mr. Ben Rosenberg presented the municipal financial advisory services for governmental entities, including financing instruments commonly used, methods of finance, and the individuals and processes involved with the debt issuance process. He continued to discuss the Municipal Advisory Council of Texas (MAC) Texas Municipal Report (TMR) and associated data tables as of January 31, 2019, for the City of Humble.

City Manager Stuebe asked if the 1980s general obligation unissued bonds could be expunged. Mr. Rosenberg responded that it was likely and that there might be official action associated with the issuance of new debt that could dissolve the intention of using the 1980s unissued bonds.

Mr. Rosenberg proceeded to discuss the City of Humble's operating fund history, existing debt, and potential borrowing amount examples. He highlighted the general fund history from 2011 to the present, noting excess revenues over expenditures intended to cover the City's operations and build up a surplus of three to four months or 35 percent. To date, the City has well over a 100 percent surplus in the fund balance. He acknowledged that the City was saving for projects and recommended that before borrowing money, some of the fund balance should be spent since it was in excess of what was needed. Furthermore, Mr. Rosenberg added that the City's general fund was very healthy, with excess funds available to reduce any future borrowing. He also provided an overview of the City's operating income and net revenues for the Water and Sewer funds, noting that this account was also very healthy for any future borrowing needs.

City Manager Stuebe reiterated that no decisions would be made at this time. Discussions ensued regarding the City's current fund reserves, capital expenses, maintenance and operations, and financial options available to the City.

Mayor Funderburk thanked Mr. Rosenberg, Mr. Holland, and Mr. Hicks for joining the City and leading discussions on finance options for future potential capital projects.

4. COMMUNITY ANNOUNCEMENTS:

Mayor Pro Tem Davidson announced various items of community interest.

5. ADJOURN.

With no further business to discuss, Council Member Marshall moved to adjourn. Mayor Funderburk adjourned the meeting at 10:43 a.m.

APPROVED BY THE HUMBLE TEXAS CITY COUNCIL THIS 11TH DAY OF JULY 2024.

Norman Funderburk, Mayor

ATTEST:

Maria Jackson, City Secretary

Mayor
Norman Funderburk

Mayor Pro Tem
Bruce Davidson

Council Member, Place 1
Andy Curry

Council Member, Place 2
Mike Marshall



Council Member, Place 4
Paula Settle

Council Member, Place 5
Rick Swanson

City Manager
Jason Stuebe

City Secretary
Maria Jackson

**Humble City Council
Regular Meeting Minutes
Thursday, June 27, 2024 at 6:30 PM
City Hall Council Chambers
114 W. Higgins St.
Humble, Texas 77338**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Members Present: Mayor Norman Funderburk, Presiding
Council Member Andy Curry
Council Member Mike Marshall
Council Member Bruce Davidson
Council Member Paula Settle
Council Member Rick Swanson

Members Absent: None

Staff Present: City Manager Jason Stuebe, City Secretary Maria Jackson, Senior Code Enforcement Officer Fidel Martinez, Court Administrator Sandra Elliott, Finance Director Christina Collins, EMS Division Chief Royce Worrell, Chief Fire Marshal/Emergency Management Coordinator James Nykaza, Public Works Director Mark Arnold, Police Chief Ken Theis, and Patrol Sergeant Brian Waldroup.

Also Present: Stephanie Wiggins, Chief Economic Development Officer, Partnership Lake Houston.

1. CALL TO ORDER.

With a quorum present, the Regular Meeting of the Humble City Council was called to order by Mayor Funderburk at 6:30 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE.

Council Member Marshall led the Invocation and the Pledge of Allegiance.

3. **CONSENT AGENDA:**

Ministerial or “housekeeping” items that can be voted on in one motion as allowed by law. Items may be removed from the Consent Agenda for individual consideration and discussed or acted upon by a majority vote of the Council.

- a. Minutes: June 13, 2024
- b. Department Reports
- c. Correspondence

Upon a motion by Mayor Funderburk, the City Council voted six (6) for and none (0) opposed to approving the Consent Agenda. **MOTION PASSED UNANIMOUSLY.**

4. **REGULAR AGENDA:**

- a. Presentation, possible action, and discussion on the approval of Ordinance 24-969, an ordinance of the City of Humble, Texas amending Chapter 6 “Fire Prevention and Protection”, Article 04 “Fire Code” Section 001 “Adopted; Amendments”, Subsection B “Modifications” by amending a local amendment to the Fire Code requiring fire protection sprinkler systems in Group A, E, F, H, I, M and S Building Classifications with a fire area of 5,000 or more square feet in order to enhance public safety in the City; providing a penalty up to \$2,000 per day for each violation; and making other findings and provisions related thereto.

Upon a motion by Council Member Settle, the City Council voted six (6) for and none (0) opposed to approving proposed Ordinance 24-969 as presented. **MOTION PASSED UNANIMOUSLY.**

- b. Presentation, possible action, and discussion approving Resolution 24-875, a resolution amending the City of Humble’s Downtown Improvement Program to establish an approved color palette and eligibility for funding.

Upon a motion by Council Member Swanson, the City Council voted six (6) for and none (0) opposed to approving proposed Resolution 24-875 as presented. **MOTION PASSED UNANIMOUSLY.**

- c. Presentation, possible action, and discussion regarding the annual report from Partnership Lake Houston on 2023-2024 economic development activities and authorization to release \$50,000 in funding per the funding agreement.

Ms. Stephanie Wiggins presented on the Partnership Lake Houston 2023-2024 economic development objectives, activities, projects, GIS program, incentive projections, economic development tools, retail strategy marketing materials, downtown initiatives, and recommendations for economic growth and Downtown Reimagination project for Humble.

Upon a motion by Council Member Curry, the City Council voted six (6) for and none (0) opposed to authorizing the release of \$50,000 in funding per the proposed funding agreement. **MOTION PASSED UNANIMOUSLY.**

- d. Presentation, possible action, and discussion approving the 2024-2025 funding agreement between the City of Humble and Partnership Lake Houston to provide Economic Development services in the amount of \$100,000.

Upon a motion by Mayor Pro Tem Davidson, the City Council voted six (6) for and none (0) opposed to approving the proposed funding agreement. **MOTION PASSED UNANIMOUSLY.**

- e. Presentation, possible action, and discussion on the approval of RFP 2024-02 and the contract between the City of Humble and DRC Emergency Services based upon unit pricing for the purposes of providing disaster debris removal and emergency response products, equipment, and services.

Upon a motion by Council Member Settle, the City Council voted six (6) for and none (0) opposed to approving RFP 2024-02 and the contract between the City of Humble and DRC Emergency Services based upon unit pricing for the purposes of providing disaster debris removal and emergency response products, equipment, and services. **MOTION PASSED UNANIMOUSLY.**

- f. Presentation, possible action, and discussion on approving a secondary provider contract between the City of Humble and Ceres Environmental based upon unit pricing for the purposes of providing disaster debris removal and emergency response products, equipment, and services.

Upon a motion by Council Member Marshall, the City Council voted six (6) for and none (0) opposed to approving a secondary provider contract between the City of Humble and Ceres Environmental based upon unit pricing for the purposes of providing disaster debris removal and emergency response products, equipment, and services. **MOTION PASSED UNANIMOUSLY.**

- g. Presentation, possible action, and discussion on the approval of an Interlocal Agreement between the Texas Municipal League Intergovernmental Risk Pool and the City of Humble, Texas, to form and join the Joint Cyber Liability and Data Breach Response Self-Insurance Fund.

Upon a motion by Council Member Swanson, the City Council voted six (6) for and none (0) opposed to approving the proposed interlocal agreement. **MOTION PASSED UNANIMOUSLY.**

- h. Presentation, possible action, and discussion approving a software as a service contract between the City of Humble and Tyler Technologies to provide financial system management and municipal court system management products, software, and services in the amount of \$532,538.00.

Upon a motion by Council Member Curry, the City Council voted six (6) for and none (0) opposed to approving the proposed service contract. **MOTION PASSED UNANIMOUSLY.**

- i. Presentation, possible action, and discussion on approval of a Variance Request for relief from ordinance previously identified as Ordinance No. 09-670, Chapter 16, Section 202, subsection (d)(2) of the Code of Ordinance of the City of Humble, which requires a buffer wall, exception for a vegetative barrier between commercial property and adjacent residential property, at the Cedar Pond development located in the 7841 N Cypress Cir. and 7842 S Cypress Cir. and abuts the J.L. Ranchland residential subdivision.

Upon a motion by Mayor Pro Tem Davidson, the City Council voted six (6) for and none (0) opposed to approving the proposed variance request. **MOTION PASSED UNANIMOUSLY.**

5. COMMUNITY ANNOUNCEMENTS:

Mayor Pro Tem Davidson announced various items of community interest.

6. ADJOURN.

With no further business to discuss, Council Member Marshall moved to adjourn. Mayor Funderburk adjourned the meeting at 7:15 p.m.

APPROVED BY THE HUMBLE TEXAS CITY COUNCIL THIS 11TH DAY OF JULY 2024.

Norman Funderburk, Mayor

ATTEST:

Maria Jackson, City Secretary



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 11, 2024

ITEM TYPE: Department Report

AGENDA SECTION: CONSENT AGENDA:

SUBJECT: Department Reports

ATTACHMENTS:

[Public Works Monthly Report - June 2024](#)
[Municipal Court Monthly Council June 2024 Report](#)

CITY OF HUMBLE
PUBLIC WORKS DEPARTMENT

MONTHLY REPORT
JUNE 2024



MARK K. ARNOLD
DIRECTOR OF PUBLIC WORKS

PUBLIC WORKS DEPARTMENT

JUNE 2024

MONTHLY PROJECT REPORTS

TABLE OF CONTENTS

Project Summary	page 2
<u>Special Projects</u>	
Dennis St / Jordan's Gully Drainage Improvements	page 3
Northshire LS upgrades and New Force Main & Gravity Line	page 4
2023 Drainage Improvements ARPA-SLFRF	page 5
Main at S. Houston Intersection Improvements	page 6
Wilson Road Utility Improvements (Private Road)	page 7
City of Houston Inter-Connect #2	page 8
LCRR Water Service Material Inventory Project	page 9
Fire Hydrant Maintenance Program	page 10
Humble Drainage Maintenance	page 11

PROJECT SUMMARY

<i>Project</i>	<i>Engineer</i>	<i>Contractor</i>	<i>Cost</i>	<i>Dates</i>
Dennis St / Jordan's Gully Drainage Improvements	ARKK Engineers		\$ 110,000.00 Eng. \$ 1,224,170.00 Est <u>1,334,170.00</u>	Engineering 90% complete Survey Complete – August 2021 Working on HCFC Approval
Northshire LS upgrades, New Force Main & Gravity Line	RPS – Klotz & Associates		\$ 8,306,000.00 Est \$ 1,040,830.00 Eng. <u>\$ 9,346,830.00</u>	Plans are 100% complete In process of obtaining easements
2023 Drainage Improvements / ARPA-SLFRF	HDR, Inc.		\$ 3,900,000.00 Total	Received 100% of funds Topographical Survey and Geotechnical Services have begun. Engineering Proposal for Drainage Study, Environmental Services, Approved – July 13, 2023
Main St @ S Houston Intersection Improvements	ARKK Engineers		\$ 1,202,750.00	Construction began June 24
Wilson Road Improvements (Private Road)	ARKK Engineers		\$ 831,700.00 Est. Engineer Project Cost	Engineering 100% Complete Survey Complete In process of obtaining easements
City of Houston Inter-Connect #2	ARKK Engineers		\$ 2,459,930.00 Engineer Estimated Project Cost	Survey 100% Complete Engineering 95% Complete
LCRR Water Service Material Inventory Project	HDR, Inc.	RJN Group	\$ 92,000.00	Council Awarded Contract - July 2023 Project is 100% Complete

Under Construction	\$1,632,870.00
Under Bid	\$0.00
Under Design	\$17,872,630.00
Total	\$19,505,500.00

Dennis St / Jordan's Gully Drainage Improvements

Project Description –

Drainage ditch improvements from Wilson Road up and alongside Dennis St.

Engineers – ARKK Engineers

Contractor –

Status –

Survey completed in August 2021.
Engineering started in August 2021 and is 90% complete.
Working on HCFC Approval

Northshire LS Upgrade, New Force Main, New Gravity Sewer Line

Project Description -

This project includes Wastewater System Improvements for providing sewer service for anticipated growth in the northwest area of Humble around West Townsen. It includes the upgrades to the Northshire Lift Station including electrical work and new piping and valves, construction of approximately 10,000 linear feet of 16" force main, 5,600 linear feet of 24" gravity sewer line, and replacement of 2,300 linear feet of 27" gravity sanitary sewer line. The improvements also include replacing the siphon that crosses Garner's Bayou into the Wastewater Plant

Engineers – RPS – Klotz Associate, Inc.

Contractor –

Status –

Plans are 100% complete and City is in the process of obtaining easements.

2023 Drainage Improvements ARPA-SLFRF

Project Description -

Drainage Improvements:

1. 7th Street to FM 1960 Bypass
2. Wilson Rd to Treble Drive

Engineers – HDR, Inc.

Contractor –

Status –

Engineering Proposal from HDR, Inc.
for Drainage Study, Environmental Services
Approved on July 13, 2023
Topographical Survey and Geotechnical Services
have begun.

Environmental Study – 33% Complete
Drainage Study – 34% Complete

Main Street @ South Houston Intersection Improvements

Project Description -

Intersection improvements at
Main Street @ South Houston Ave.

Engineers – ARKK Engineers

Contractor –

Status –

For the month of June Miranda Trucking and Construction was given the notice to proceed June 24, 2024. Miranda started demo of the North bound lane. A week into the project due to safety concerns we decided to allow a complete road closure, at that time they began demo of the South bound lanes.



Wilson Road Utilities Improvements **(Private Road)**

Project Description -

Utility Improvements on
Wilson Road (Private Road)

Engineers – ARKK Engineers

Contractor –

Status –

Engineering is 100% Complete
Survey is complete

92% of easements obtained.
The City is working on obtaining
the remaining easement.

City of Houston
Inter-Connect #2

Project Description -

Engineers – ARKK Engineers

Contractor –

Status –

Survey 100% complete

Engineering 95% Complete

LCRR Water Service
Material Inventory Project

Project Description -

Testing all service lines for type of
Material due to US EPA Mandate

Engineers – HDR, Inc.

Contractor – RJN Group

Status –

Council Approved Contract
July 13, 2023

Project is 100% Complete

Fire Hydrant Maintenance Program

Project Description -

Testing all fire hydrants and performing maintenance as needed

Contractor – RNR Services

Status –

100% of hydrants have been flushed and assessed.

38% of hydrants have been pressure washed and painted.



Humble Drainage Maintenance

Project Description -

Testing all fire hydrants and performing maintenance as needed

Contractor – Specialized Maintenance

Status –

For the month of June Specialized Maintenance jetted and vacuumed all storm lines and manholes on Houston from Will Clayton to 1960, Isaacks from Wilson to Houston. Sharron Dr., Lakeland Dr., Windswept Dr., and Sammon Dr. at Isaacks. Downtown from 59 frontage road to Houston, Staitti to First St. Burdon, Township, Willow and Davis and East Main as well. We also cleaned storm lines at Sharron dip to Wilson Road out fall and some minor dredging of the flood control ditch by Humble staff.



CITY OF HUMBLE

JUNE 2024

MONTHLY GASOLINE REPORT

CITY OF HUMBLE

MONTHLY GASOLINE REPORT

June-24

DEPARTMENT	UNLEADED	DIESEL	TOTAL	UNLEADED	DIESEL
ADMINISTRATION	0		0	0.00%	0.00%
STREET	882.8	572.4	1455.2	8.94%	34.67%
FIRE / EMS	458.9	982.6	1441.5	4.65%	59.52%
POLICE	4846.3		4846.3	49.10%	0.00%
TRAFFIC CONTROL	726.1		726.1	7.36%	0.00%
PARK	666.1	18.9	685	6.75%	1.14%
ANIMAL CONTROL	50.3		50.3	0.51%	0.00%
INSPECTIONS	345		345	3.50%	0.00%
VEH MAINT	20.6		20.6	0.21%	0.00%
FIRE MARSHAL	470.4	27.1	497.5	4.77%	1.64%
BLD MAINT	112.4		112.4	1.14%	0.00%
WATER	535.6	50	585.6	5.43%	3.03%
SEWER	485.6		485.6	4.92%	0.00%
SENIOR ACTIVITY	147.9		147.9	1.50%	0.00%
CIVIC CENTER	121.9		121.9	1.24%	0.00%
TOTAL	9869.9	1651	11520.9	100.00%	100.00%

PUBLIC WORKS DEPARTMENT

JUNE 2024

OVERTIME / COMPTIME

MONTHLY REPORT

Monthly Overtime / Comptime Report
City of Humble Public Works Department
June 2024

Water & Wastewater Treatment						
Employee				On-Call Time	Total O.T.	Total Comp
Jason Campbell				14	23.5	4
Kyle Elliott						
Steve Filmore					17	10
Tommy Hosler						
Louis Johnson				15	15.5	
Leroy Naquin						
Matt Watters				15	17	
Total:				44	73	
Water & Wastewater Distribution						
Employee				On-Call Time	Total O.T.	Total Comp
Billy Baucom				14		
Mason Bradshaw				15		
Angel Cuellar				10.5	1.5	
Ray Flores						
Kevin Gunn				15	4	
Gordon Meadows						
Mike Richard					4	
Brandon Wehunt				4.5	3.75	
Total:				59	13.25	0
Street Department						
Employee				On-Call Time	Total O.T.	Total Comp
Vincent Allen				7	21	
Chase Anderson					44	
Justin Brown					33	
Isaias Cardona					1	
Shane Gunn				15		
Jack Lemoine					2	
Armando Salazar						
Jarred Thomas						
Joel Villa				15		
David Wehunt				15	29	
Total:				52	130	0
Vehicle Maintenance						
Employee				On-Call Time	Total O.T.	Total Comp
Frank Alexander						
Ryan Killion						
Bill Neeley						
Total:					0	0

Building Maintenance						
Employee				On-Call Time	Total O.T.	Total Comp
George McCaa						
Fred Hawkins						
Total:					0	0

WATER DEPARTMENT

JUNE 2024

MONTHLY REPORT

City of Humble Water Pumpage Report 2024							
							4106
Month	Total Monthly Pumpage	Total Well Pumpage	Total City of Houston	Peak Daily Pumpage	Low Daily Pumpage	Average Daily Pumpage	Total Monthly Connections
January	87,280	58,705	28,575	3,556	2,464	2,815	4,111
February	81,290	52,227	29,063	3,208	2,402	2,803	4,101
March	93,204	61,843	31,361	5,519	2,519	3,007	4,135
April	89,580	66,157	23,423	3,683	2,298	2,986	4,065
May	92,229	69,015	23,214	4,151	2,268	2,975	4,095
June	95,190	73,404	21,786	3,916	2,561	3,173	4,097
July							
August							
September							
October							
November							
December							
Total	538,773	381,351	157,422	24,033	14,512	17,759	(9)
Maximum	95,190	73,404	31,361	5,519	2,561	3,173	
Minimum	81,290	52,227	21,786	3,208	2,268	2,803	
Average	89,796	63,559	26,237	4,006	2,419	2,960	

[illegible]

TCEQ MONTHLY REPORT
Water Works Operation for
Ground Water Supplies

SEND REPORT TO: TCEQ
P.O. BOX 13087
Austin, Tx. 78711-3087

(1) Name of System: CITY OF HUMBLE County: HARRIS

(1a) System I.D. No.: 1010014 Month of: June-24

Day	PUMPAGE TO DISTRIBUTION SYSTEM IN THOUSAND GALS.					(6) PURCHASED	(7) SOLD
	(2) DIRECT	(3) FROM GND.	(4) TOTAL	(5) DISINFECTION		FROM C/O	TO C/O
	FROM WELLS	STORAGE	PUMPAGE	Cl2 Lbs.	NH3N Gal.	HOUSTON	HOUSTON
1	914	2111	3916	89	22.4	891	189
2	753	1103	2561	50	12	705	198
3	871	1973	3643	98	22.8	799	168
4	831	1260	2842	60	14.7	751	178
5	812	1635	3096	82	18.2	649	268
6	945	1586	3180	86	19.1	649	297
7	975	1613	3237	76	18.1	649	468
8	869	1938	3455	77	18.1	648	427
9	1014	1312	2974	78	18.2	648	428
10	420	1204	2876	52	10.6	1252	78
11	917	1747	3227	78	19.3	563	81
12	765	1040	2724	61	12.8	919	74
13	210	937	3000	34	8	1853	74
14	894	1876	3409	88	19.4	639	96
15	1343	1274	3124	80	16.6	507	388
16	1041	1329	3019	69	15	649	427
17	1104	1394	3147	82	17.2	649	473
18	1478	1743	3721	86	21	500	467
19	960	1487	2946	87	17.6	499	474
20	1229	1566	3294	77	18.5	499	122
21	1144	1629	3273	90	19.2	500	717
22	1155	1754	3408	88	19.8	499	461
23	958	2039	3496	91	20	499	436
24	905	1193	2597	64	14	499	67
25	1302	1523	3604	82	21.4	779	197
26	1023	966	2807	57	16.8	818	105
27	992	1592	3402	82	20.9	818	105
28	956	1163	2937	65	15.7	818	115
29	1180	1212	3211	74	19.6	819	98
30	930	1315	3064	0	0	819	103
TOTAL	28890	44514	95190	2183	507	21786	7779
AVG.	963	1484	3173	73	17	726	259
MAX.	1478	2111	3916	98	22.8	1853	717
MIN.	210	937	2561	0	0	499	67

(10) No. of active water services: 4097

(11) Chemical analysis: June-24

(12) Dates and results of distribution bacteriological analyses: 15 Samples, 15 Good Samples.

(13) Dates and results of raw unchlorinated well water samples:

(14) Reservoirs or tanks cleaned: None (15) Dead ends flush: 06/04/24

(16) Over-flow Site / Amount: Well # 9 - 55,000 / Well # 7 - 417,000 / Tower's (1) - 25,000 / (2) - 25,000 / (3) - 1,795,000 / (6) - 350,000

(17) Submitted by / Cert.#: THOMAS E. HOSLER WG0016273 (18) Total Monthly Combined Over-flows: 2,667,000

WASTEWATER DEPARTMENT

JUNE 2024

MONTHLY REPORT

**City of Humble
Wastewater Pumpage Report 2024**

Month	Total Monthly Treated	Peak Daily Treated	Low Daily Treated	Average Daily Treated
January	77,175	5,393	1,771	2,489
February	64,305	3,674	1,960	2,217
March	67,024	3,780	1,883	2,162
April	65,326	3,152	1,948	2,177
May	84,644	5,905	1,961	2,730
June	71,697	4,068	2,027	2,389
July				
August				
September				
October				
November				
December				
Total	430,171	25,972	11,550	14,164
Maximum	84,644	5,905	2,027	2,730
Minimum	64,305	3,152	1,771	2,162
Average	71,695	4,329	1,925	2,361

**Difference Between
Water Pumped vs.
Wastewater Treated**

Total Water Pumped	Wastewater Treated	Pumped vs. Treated	Percent Treated
87,280	77,175	10,105	88.42%
81,290	64,305	16,985	79.11%
93,204	67,024	26,180	71.91%
89,580	65,326	24,254	72.92%
92,229	84,644	7,585	91.78%
95,190	71,697	23,493	75.32%
538,773	430,171	108,602	79.84%

EPA- TX0034401
TCEQ-0010763-002

**City Of Humble
Southwest Wasterwater Treatment Facility
June-24**

Date	Temp.	Rain	Flow Meter	Total Flow	Effluent							Sample Flow	Belt Press Water	Non Potable Water	Bleach
LROP			12,906,160		CBOD	T.S.S.	NH3N	Ecoli	pH	DO	Temp.				
1-Jun	75.2	0.17	12,910,228	4,068,000								2.1	30,851	141,444	5.3
2-Jun	70.7	0.55	12,913,309	3,081,000								1.6		98,000	3.3
3-Jun	72.2	0.01	12,915,510	2,201,000								2.28		97,026	3.3
4-Jun	74.6		12,917,885	2,375,000								1.27	34,007	144,942	2.3
5-Jun	74.2		12,920,188	2,303,000						7.46	29.1	1.73	32,404	132,000	3.3
6-Jun	67.1	0.32	12,922,556	2,368,000					7.22	7.54	28.5	2.69	29,061	141,240	4.9
7-Jun	68.6		12,924,926	2,370,000								3.59	36,152	128,616	6.9
8-Jun	69		12,927,154	2,228,000								2.09	31,242	94,193	5.4
9-Jun	68.9		12,929,292	2,138,000								1.44		52,489	5.7
10-Jun	71.1		12,931,350	2,058,000								1.59	108	102,960	4.9
11-Jun	69	0.45	12,933,790	2,440,000								1.99	34,746	121,365	1.9
12-Jun	68.6	1.87	12,935,832	2,042,000						7.42	28.9	2.08	30,844	133,423	2.9
13-Jun	70.1		12,939,094	3,262,000					7.2	7.68	29.2	1.89	27,353	126,929	0
14-Jun	70.8		12,941,349	2,255,000								1.81	32,606	148,948	0
15-Jun	69.1		12,943,529	2,180,000								2.77	32,721	143,140	3.5
16-Jun	69.5		12,945,600	2,071,000								1.39		110,963	0
17-Jun	72	0.05	12,947,784	2,184,000								3.14		107,121	0
18-Jun	70.4	0.19	12,950,206	2,422,000								1.51	33,868	176,488	0.3
19-Jun	70.1	0.14	12,952,412	2,206,000						7.61	29.5	1.77	17,028	142,351	0.4
20-Jun	71	0.75	12,955,396	2,984,000					7.24	7.36	29.1	2.67	33,538	164,345	5.9
21-Jun	70		12,957,849	2,453,000								1.67	29,402	175,274	4.9
22-Jun	71.2	0.01	12,960,197	2,348,000								2.28		116,729	4
23-Jun	70		12,962,413	2,216,000								1.95		101,640	3.5
24-Jun	71.3		12,964,545	2,132,000								2.07		101,640	1.4
25-Jun	71.7		12,966,797	2,252,000								1.41	30,637	158,203	2.7
26-Jun	73.1		12,969,027	2,230,000						7.55	30.2	1.72	32,641	156,248	3.4
27-Jun	73.8		12,971,261	2,234,000					7.17	7.54	30.2	1.71		116,774	2.3
28-Jun	74.8		12,973,502	2,241,000								1.56	31,948	159,082	4
29-Jun	74		12,975,830	2,328,000								1.06		121,324	2.3
30-Jun	72.6		12,977,857	2,027,000								1.51		101,640	4.3
Total	2134.7	4.51		71,697,000					28.83	60.16	234.7	58.34	561,157	3,816,537	93
Avg	71	0		2,389,900					7.21	7.52	29	2	29535	127,218	3.10
Min.	67.1	0.01		2,027,000					7.17	7.36	28.5	1.06	108	52,489	0
Max.	75.2	1.87		4,068,000					7.24	7.68	30.2	3.59	36,152	176,488	6.9

Service Request List

Closed

Req #	Date	Status	Type	Assignee	Caller	SR Location	Description
631	06/04/24	Closed	Sand filter maint & re	Johnson, Louis	, Dispatch	Southwest WasteWater Ti	Chlorinate north sand filter.
634	06/07/24	Closed	SCADA maint & repai	Johnson, Louis		Southwest WasteWater Ti	Run new coax and install new antenna for the water SCADA on the comms tower at the plant.
635	06/07/24	Closed	Lift pump maint & rej	Johnson, Louis	, Dispatch	Wilson Road Lift Station	Pump Solutions will install new pump on 6/10/24. Pick up the old pump from their shop and put on the scrap trailer.
636	06/07/24	Closed	Aeration Blower Mair	Johnson, Louis	, Dispatch	Southwest WasteWater Ti	Change the oil in blowers #1 and #3.
640	06/07/24	Closed	Chlorinator maint & r	Campbell, Jason	, Dispatch	Water Well #9	Chlorinator maintenance came out to inspect why the left injector was not feeding the rotameter past 70 so they ordered a new injector took roughly a month and a half to get they came and installed on June 6, 2024 at 3:00 PM. Chlorinator maintenance also
643	06/07/24	Closed	Water well maint & re	Johnson, Louis		Water Well #7	Gm Services needs to perform well sample testing to determine the sample contents in the water and discover if there is other issues that might be affecting the pumping of the well.
645	06/09/24	Closed	Step screen maint & i	Johnson, Louis	, Dispatch	Southwest WasteWater Ti	Water line for the primary step screen is leaking at the ball valve. Tighten or replace fitting.
646	06/09/24	Closed	WWTP maint & repai	Johnson, Louis	, Dispatch	Southwest WasteWater Ti	Bleach and rinse off algae spots by the UV sampler
647	06/09/24	Closed	Step screen maint & i	Watters, Matt		Southwest WasteWater Ti	Put a pad lock on the control panel for the primary step screen
648	06/09/24	Closed	Lift pump maint & rej	Johnson, Louis	, Dispatch	Townsen Blvd Lift Station	Inspect and troubleshoot the operation of pump #1. The pump safe was "red" on the thermal and contact jumps when pump is in hand. Thermal was reset. Call electrician if needed or pull pump and take to the shop if needed.
650	06/10/24	Closed	Non-potable water pi	Johnson, Louis	, Dispatch	Southwest WasteWater Ti	Non pot pump #1 was tripped. Need to pull pump to check for any blockage around the screen. Pump is making a humming noise possibly need an electrician to look at it.
655	06/10/24	Closed	Non-potable water pi	Johnson, Louis	, Dispatch	Southwest WasteWater Ti	EFS will need to install new contacts for pumps #1 & #2
658	06/11/24	Closed	Water well maint & re	Johnson, Louis		Water Well #7	Super chlorinate well.
659	06/11/24	Closed	Lift pump maint & rej	Johnson, Louis	, Dispatch	Timberwood Lift Station	Have an electrician meg pump #1
661	06/11/24	Closed	Lift pump maint & rej	Johnson, Louis	, Dispatch	Dennis Street Lift Station	Have a top clean done.

Service Request List

Closed

Req #	Date	Status	Type	Assignee	Caller	SR Location	Description
662	06/11/24	Closed	Digester blower main	Johnson, Louis	, Dispatch	Southwest WasteWater T	Grease and inspect back bearings on Digester blowers 2 and 3.
663	06/11/24	Closed	Liftstation maint & re	Johnson, Louis	, Dispatch	Pheasant Run Lift Station	Need to have a top clean done.
666	06/13/24	Closed	Dennis St Sand Trap	Naquin, Leroy		200 DENNIS ST a	Clean out sand trap.
667	06/13/24	Closed	Lift pump maint & re	Johnson, Louis	, Dispatch	South Houston Ave Lift St	Need to pull pump #1 due to high hours.
670	06/14/24	Closed	Liftstation maint & re	Johnson, Louis	, Dispatch	Costco Lift Station	Spray Roundup on weeds inside the fence.
671	06/14/24	Closed	Liftstation maint & re	Johnson, Louis	, Dispatch	Dennis Street Lift Station	Spray round up on weeds around the lift station.
672	06/14/24	Closed	Liftstation maint & re	Johnson, Louis	, Dispatch	J & L Ranchland Lift Static	Spray round up on weeds around lift station.
673	06/14/24	Closed	Liftstation maint & re	Johnson, Louis	, Dispatch	Northshire Lift Station	Spray round up on weeds around lift station.
674	06/14/24	Closed	Liftstation maint & re	Johnson, Louis	, Dispatch	Pheasant Run Lift Station	Spray Roundup on weeds around the lift station.
675	06/14/24	Closed	Liftstation maint & re	Johnson, Louis	, Dispatch	South Houston Ave Lift St	Spray round up on weeds around lift station.
676	06/14/24	Closed	Liftstation maint & re	Naquin, Leroy		South Wilson Road Lift St	Spray round up on weeds around lift station.
677	06/14/24	Closed	Liftstation maint & re	Johnson, Louis	, Dispatch	Townsen West Lift Station	Spray round up on weeds around lift station.
694	06/20/24	Closed	Lift pump maint & re	Fillmore, Steve		FM 1960 Bypass Lift Static	Pump #2 tripped and pulling high amps need to pull and inspect.
700	06/20/24	Closed	Generator PM service	Johnson, Louis	, Dispatch	Public Works Facility	Annual generator inspection.
701	06/20/24	Closed	Generator PM service	Johnson, Louis		Police Department	Annual generator inspection.
703	06/20/24	Closed	Generator PM service	Johnson, Louis	, Dispatch	Water Well #7	Annual generator inspection.
705	06/20/24	Closed	Generator PM service	Johnson, Louis	, Dispatch	City Hall	Annual generator inspection.
706	06/20/24	Closed	Generator PM service	Johnson, Louis		Dennis Street Lift Station	Annual generator inspection.
707	06/20/24	Closed	Generator PM service	Johnson, Louis		Water Well #8	Annual generator inspection.
708	06/20/24	Closed	Generator PM service	Johnson, Louis	, Dispatch	Fire Marshall	Annual generator inspection.
709	06/20/24	Closed	Generator PM service	Johnson, Louis	, Dispatch	EMS / Fire Station #1	Annual generator inspection.
710	06/20/24	Closed	Generator PM service	Johnson, Louis		Fire Station #2	Annual generator inspection.
720	06/24/24	Closed	Bypass pump maint & re	Johnson, Louis	, Dispatch	Northshire Lift Station	Battery dead on bypass pump need to jump off and check battery.
726	06/25/24	Closed	Electrical maint & rep	Campbell, Jason		Water Well #9	Senses ACT-PAK That reads the well meter and G.P.M,S is not working
727	06/25/24	Closed	Chlorinator maint & re	Campbell, Jason	, Dispatch	Water Well #8	Ammonia pump tube need replacement
733	06/28/24	Closed	Chlorinator maint & re	Campbell, Jason		Water Well #9	Change pump tube and roller on a ammonia pump

Service Request List

Closed

Req #	Date	Status	Type	Assignee	Caller	SR Location	Description
-------	------	--------	------	----------	--------	-------------	-------------

Closed41

Service Request List

Open

Req #	Date	Status	Type	Assignee	Caller	SR Location	Description
637	06/07/24	Open	Liftstation maint & re	Naquin, Leroy		Dennis Street Lift Station	Have Pro Coats repaint discharge piping "hunter green"
638	06/07/24	Open	Liftstation maint & re	Naquin, Leroy		Wilson Road Lift Station	Have Pro Coats repaint discharge piping for pumps.
656	06/10/24	Open	Non-potable water pi	Fillmore, Steve		Southwest WasteWater Ti	Install new 6" submersible pump for slot #1 for the non-pot system.
695	06/20/24	Open	Liftstation maint & re	Fillmore, Steve		Dennis Street Lift Station	Pump #2 check valve leaking needs to inspect and fix .
702	06/20/24	Open	Generator PM service	Fillmore, Steve		Water Well #9	Annual generator inspection.
704	06/20/24	Open	Generator PM service	Fillmore, Steve		Southwest WasteWater Ti	Annual generator inspection.
711	06/20/24	Open	Generator maint & re	Fillmore, Steve		Southwest WasteWater Ti	Annual fuel testing.
712	06/20/24	Open	Generator maint & re	Fillmore, Steve		Dennis Street Lift Station	Annual fuel testing.
713	06/20/24	Open	Generator maint & re	Fillmore, Steve		Water Well #7	Annual fuel testing.
714	06/20/24	Open	Generator maint & re	Fillmore, Steve		Water Well #9	Annual fuel testing.
715	06/20/24	Open	Generator maint & re	Fillmore, Steve		Fire Station #2	Annual fuel testing.

Open

11

Service Request List

Open

Req #	Date	Status	Type	Assignee	Caller	SR Location	Description
-------	------	--------	------	----------	--------	-------------	-------------

Total Requests: 52

STREET DEPARTMENT

JUNE 2024

MONTHLY REPORT

Service Request List

Closed

Req #	Date	Status	Type	Assignee	Caller	SR Location	Description
629	06/03/24	Closed	Misc request	Wehunt, David		316 Main St 300-399	Grid no parking xs
639	06/07/24	Closed	Liftstation maint & re	Thomas, Jarred		Wilson Road Lift Station	Pick up old basketball goal on side of lift station.
679	06/17/24	Closed	Low hanging limbs	Anderson, Chase		2662 Lark Ln 2600-2677	Low limbs.
680	06/17/24	Closed	Fallen tree / limbs	Wehunt, David		1223 Glen Hollow Dr 1211	Limbs piled up at end of road
681	06/17/24	Closed	Replace broken sidewalk	Anderson, Chase		7515 N Hollow Cir 7500-7	Replace sidewalk
682	06/17/24	Closed	Drainage issue	Wehunt, David		Townsen Blvd E 19400-19	Clean drainage
683	06/17/24	Closed	Fallen tree / limbs	Wehunt, David		715 S HOUSTON AVE	Trees need to be removed from fence line
687	06/18/24	Closed	Pothole	Allen, Vince		117 N AVENUE F	Pothole in asphalt roadway
688	06/18/24	Closed	Pothole	Allen, Vince		902 HERMAN ST	Pothole in asphalt roadway
689	06/19/24	Closed	Low hanging limbs	Anderson, Chase		2819 Pheasant Run 2800-	Low hanging limbs.
690	06/19/24	Closed	High grass	Allen, Vince		240 DENNIS ST	Animal shelter
696	06/20/24	Closed	Pothole	Anderson, Chase		2642 Hummingbird Ln 26	Pot holes.
716	06/21/24	Closed	Misc	Wehunt, David		1299 Indiana St 1200-129	Clean drains from high grass
721	06/24/24	Closed	Pothole	Allen, Vince		110 W MAIN ST	Pothole in chamber commerce/ PD parking lot
722	06/24/24	Closed	High grass	Allen, Vince		102 GRANBERRY ST	City R.O.W's
724	06/24/24	Closed	Fallen tree / limbs	Allen, Vince	Arnold, Mark	409 MAIN ST	Fallen limbs
729	06/26/24	Closed	High grass	Allen, Vince		102 GRANBERRY ST	Mow/weeded high grass on City's R.O.W.
730	06/26/24	Closed	High grass	Allen, Vince		102 GRANBERRY ST	Mow/weed City row

Closed

18

Service Request List

Open

Req #	Date	Status	Type	Assignee	Caller	SR Location	Description
686	06/18/24	Open	Low hanging limbs	Thomas, Jarred		7502 LIVE OAK DR	Customer would like to know if trees overhang the street could be trimmed. Customer is at 7503.

Open

1

Service Request List

Open

Req #	Date	Status	Type	Assignee	Caller	SR Location	Description
-------	------	--------	------	----------	--------	-------------	-------------

Total Requests: 19

BUILDING MAINTENANCE

JUNE 2024

MONTHLY REPORT

Service Request List

Open

Req #	Date	Status	Type	Assignee	Caller	SR Location	Description
633	06/06/24	Open	Carpentry	Nielsen, Brett		Police Department	Secure small safe to counter top in Jail.
641	06/07/24	Open	Plumbing	Nielsen, Brett		Elevated Storage Tower #	Sheet rock on the ceiling is wet and damp there may be a leak from the water line in the towers bathroom area
642	06/07/24	Open	HVAC	Nielsen, Brett		Southwest WasteWater Tl	The vents in the bathroom stalls in the plant's main office building has alot of condensation and water holding on the vents needs to be looked at.
691	06/19/24	Open	Lighting	Hawkins, Fred		Public Works	Lights out in front office kitchen
692	06/19/24	Open	Staff support	Hawkins, Fred		Police Department	(2) new office chairs that need to be put together for Cindy and Taryn in the detective secretaries office. Once the new ones are assembled, the old ones will need to be taken to the trash please.
693	06/19/24	Open	Lighting	Nielsen, Brett		Bender Performing Arts C	Thanks. Lights not working on east side of building
697	06/20/24	Open	Carpentry	Hawkins, Fred		EMS / Fire Station #1	tried to repair our toilet paper holder in the mens restroom multiple times. Drywall just won't hold it. Probably need a beefier backing or something. thanks
699	06/20/24	Open	HVAC	Hawkins, Fred		Police Department	The Hold Facility as a ceiling leak from one of the air vents, in the booking in area I first noticed it late yesterday afternoon! Wasn't 100% sure but it looks like condensation
717	06/24/24	Open	Carpentry	Hawkins, Fred		Chamber of Commerce	Can we get maintenance to check it out please ? Install TV in office
718	06/24/24	Open	Carpentry	Hawkins, Fred		Fire Marshall	Build wall in fire marshals office to create a storage room.
728	06/26/24	Open	Plumbing	Hawkins, Fred		Court House	The jury restroom seems to be clogged up not wanting to flush also we have 2 chairs that need to be assembled.

Service Request List

Open

Req #	Date	Status	Type	Assignee	Caller	SR Location	Description
731	06/28/24	Open	Staff support	Hawkins, Fred		City Hall	Can you have George or Fred come over and do a maintenance on the orange dolly we have over here, the tires are low on air..
732	06/28/24	Open	Carpentry	Hawkins, Fred		Public Works	Thank you Mark rewuested some come look at his door hinges on his cabinet in his office

Open13

Service Request List

Closed

Req #	Date	Status	Type	Assignee	Caller	SR Location	Description
630	06/03/24	Closed	Plumbing	Hawkins, Fred		City Hall	Toilet not flushing properly city hall womens upstairs two wire shelves that need to be put up; one in front of the Crime lab and the other in the Property Room. This is a request to assist with hanging two plaques in the City Secretary's Office. One on the wall between Elanna & Maria's office. The other is in Elanna's office. Urgency - Low, anytime within this month (June) or early next month will suffice. Blue Iron needs assistance with installing some mounts to a wall for a computer and a UPS at court- Broken Toilet Seat in the Red Light Office mens
649	06/10/24	Closed	Staff support	Hawkins, Fred		Police Department	
654	06/10/24	Closed	Carpentry	Hawkins, Fred		City Hall	
668	06/13/24	Closed	Staff support	Hawkins, Fred		Court House	
678	06/17/24	Closed	Plumbing	Hawkins, Fred		Police Department	

Closed 5

Service Request List

Open

Req #	Date	Status	Type	Assignee	Caller	SR Location	Description
-------	------	--------	------	----------	--------	-------------	-------------

Total Requests: 18

VEHICLE MAINTENANCE

JUNE 2024

MONTHLY REPORT

City of Humble

Reporting Dates 06/01/2024 06/30/2024

Fleet Maintenance Equipment Work Order Summary

Grouped By Equipment/Vehicle Code

Equipment Code / Name		Work Order		WO	In House			Out Side			Total Cost (\$)
		Date Range		Count	Hours	Labor (\$)	Parts (\$)	Hours	Labor (\$)	Parts (\$)	
1220	2016 Chevy Silverado #1220	06/04/24	- 06/04/24	1	1.0	21.51	33.25	0.0	0.00	0.00	54.76
1224	1998 ArmyTruck #1224	06/10/24	- 06/10/24	1	1.0	21.51	25.50	0.0	0.00	0.00	47.01
1234	2022 Chevy Tahoe #1234	06/20/24	- 06/20/24	1	1.0	21.51	25.50	0.0	0.00	0.00	47.01
1303	2018 Chevy #1303	06/20/24	- 06/20/24	1	1.0	14.99	3.86	0.0	0.00	0.00	18.85
1307	2014 Chevy Silverado #1307	06/07/24	- 06/07/24	1	2.0	44.97	582.92	0.0	0.00	0.00	627.89
1308	2015 Chevy Silverado #248	06/04/24	- 06/04/24	1	1.0	21.51	0.00	0.0	0.00	0.00	21.51
1523	2019 Ford Transil Bus #1523	06/06/24	- 06/17/24	2	3.0	107.53	440.77	0.0	0.00	0.00	548.30
2052	2014 Chevy Silverado #2052	06/03/24	- 06/03/24	1	2.0	59.96	19.44	0.0	0.00	0.00	79.40
2059	2020 Ford F-550 #2059	06/06/24	- 06/17/24	2	3.0	81.47	302.98	0.0	0.00	0.00	384.45
2060	2022 Ford F-550 #2060	06/17/24	- 06/17/24	1	1.0	14.99	32.41	0.0	0.00	0.00	47.40
2061	2023 GMC 2500 #2061	06/17/24	- 06/17/24	1	1.0	14.99	33.25	0.0	0.00	0.00	48.24
230	2003 Case 580 Super M #230	06/20/24	- 06/20/24	1	1.0	29.98	7.72	0.0	0.00	0.00	37.70
238	2013 Chevy Silverado #238	06/19/24	- 06/19/24	1	1.0	14.99	3.86	0.0	0.00	0.00	18.85
242	2008 Chevy Silverado #242	06/03/24	- 06/07/24	2	4.0	111.45	211.72	0.0	0.00	0.00	323.17
250	2016 Ford F-550 #250	06/03/24	- 06/03/24	1	1.0	43.01	17.32	0.0	0.00	0.00	60.33
253	2002 Chevy #253	06/21/24	- 06/21/24	1	1.0	21.51	0.00	0.0	0.00	25.50	47.01
261	Ferris #261	06/06/24	- 06/06/24	1	1.0	29.98	212.50	0.0	0.00	0.00	242.48
263	2022 International Sweeper	06/24/24	- 06/24/24	1	2.0	86.02	180.50	0.0	0.00	0.00	266.52
264	2022 Ferris Mower #264	06/17/24	- 06/24/24	2	2.0	59.96	130.31	0.0	0.00	0.00	190.27
268	2023 Scag Turf Tiger #268	06/27/24	- 06/27/24	1	1.0	14.99	3.86	0.0	0.00	0.00	18.85
302	2014 Chevy Tahoe #302	06/28/24	- 06/28/24	1	1.0	14.99	14.89	0.0	0.00	0.00	29.88
3026	2016 Chevy Silverado #3026	06/10/24	- 06/11/24	2	4.0	165.53	201.36	0.0	0.00	0.00	366.89
3033	2022 Chevy Silverado #3033	06/13/24	- 06/20/24	2	1.0	43.02	25.50	0.0	0.00	0.00	68.52
331	2013 Chevy Ambulance #331	06/04/24	- 06/04/24	1	3.0	139.80	69.41	0.0	0.00	0.00	209.21
342	2016 Ford Expedition #342	06/06/24	- 06/06/24	1	1.0	43.02	0.00	0.0	0.00	0.00	43.02
346	2021 Dodge Ram Ambulance #346	06/05/24	- 06/10/24	2	3.0	87.98	766.80	0.0	0.00	0.00	854.78
351	2024 Ford Expedition #351	06/11/24	- 06/11/24	1	1.0	21.51	3.86	0.0	0.00	0.00	25.37
402	2020 Chevy Tahoe #402	06/27/24	- 06/27/24	1	1.0	29.98	178.01	0.0	0.00	0.00	207.99
405	2020 Chevy Tahoe #405	06/17/24	- 06/17/24	1	1.0	21.51	25.50	0.0	0.00	0.00	47.01
407	2020 Chevy Tahoe #407	06/19/24	- 06/19/24	1	3.0	92.94	286.68	0.0	0.00	0.00	379.62
408	2020 Chevy Tahoe #408	06/06/24	- 06/24/24	3	6.0	190.95	514.30	0.0	0.00	0.00	705.25
409	2020 Chevy Tahoe #409	06/18/24	- 06/18/24	1	1.0	14.99	123.43	0.0	0.00	0.00	138.42
421	2022 Chevy Tahoe #421	06/26/24	- 06/26/24	1	1.0	14.99	121.75	0.0	0.00	0.00	136.74
435	2023 Chevy Tahoe #435	06/12/24	- 06/26/24	2	3.0	81.47	0.00	0.0	0.00	0.00	81.47
437	2023 Chevy Tahoe #437	06/17/24	- 06/20/24	2	3.0	87.98	33.25	0.0	0.00	0.00	121.23
439	2023 Chevy Tahoe #439	06/05/24	- 06/05/24	1	1.0	36.50	32.58	0.0	0.00	0.00	69.08
455	2015 Chevy Tahoe #455	06/11/24	- 06/13/24	2	2.0	51.49	166.46	0.0	0.00	0.00	217.95

Fleet Maintenance Equipment Work Order Summary

Grouped By Equipment/Vehicle Code

Equipment Code / Name		Work Order		WO	In House			Out Side			Total Cost (\$)
		Date Range		Count	Hours	Labor (\$)	Parts (\$)	Hours	Labor (\$)	Parts (\$)	
459	2015 Chevy Tahoe #459	06/18/24	- 06/27/24	2	2.0	59.96	243.96	0.0	0.00	0.00	303.92
460	2016 Chevy Tahoe #460	06/14/24	- 06/14/24	1	3.0	107.53	90.26	0.0	0.00	0.00	197.79
461	2016 Chevy Tahoe #461	06/12/24	- 06/14/24	2	4.0	126.44	394.91	0.0	0.00	0.00	521.35
463	2016 Chevy Tahoe #463	06/11/24	- 06/11/24	1	1.0	21.51	25.50	0.0	0.00	0.00	47.01
464	2016 Chevy Tahoe #464	06/05/24	- 06/26/24	2	7.0	217.36	1,537.51	0.0	0.00	0.00	1,754.87
466	2016 Chevy Tahoe #466	06/10/24	- 06/25/24	3	6.0	178.91	757.79	0.0	0.00	0.00	936.70
467	2016 Chevy Tahoe #467	06/12/24	- 06/25/24	3	2.0	58.01	58.75	0.0	0.00	0.00	116.76
469	2017 Ford Expedition #469	06/19/24	- 06/20/24	2	1.0	43.02	25.50	0.0	0.00	0.00	68.52
474	2017 Chevy Tahoe #474	06/17/24	- 06/17/24	1	1.0	29.98	151.10	0.0	0.00	0.00	181.08
476	2017 Chevy Tahoe #476	06/19/24	- 06/19/24	1	12.0	352.27	743.12	0.0	0.00	0.00	1,095.39
480	2018 Chevy Tahoe #480	06/06/24	- 06/06/24	1	3.0	89.94	513.66	0.0	0.00	0.00	603.60
481	2018 Chevy Tahoe #481	06/04/24	- 06/04/24	1	1.0	14.99	33.25	0.0	0.00	0.00	48.24
484	2018 Chvey Tahoe #484	06/03/24	- 06/26/24	2	3.0	89.94	174.14	0.0	0.00	0.00	264.08
486	2018 Chevy Tahoe #486	06/07/24	- 06/27/24	3	8.0	324.54	845.36	0.0	0.00	0.00	1,169.90
487	2018 Chevy Tahoe #487	06/13/24	- 06/13/24	1	4.0	119.92	360.14	0.0	0.00	0.00	480.06
492	2019 Chevy Tahoe #492	06/24/24	- 06/24/24	1	4.0	150.55	305.77	0.0	0.00	0.00	456.32
498	2013 Chevy Tahoe #498	06/14/24	- 06/14/24	1	3.0	74.95	325.10	0.0	0.00	0.00	400.05
499	2020 Chevy Tahoe #499	06/20/24	- 06/20/24	1	1.0	21.51	25.50	0.0	0.00	0.00	47.01
625	2018 Ford F-550 #625	06/10/24	- 06/10/24	1	1.0	21.51	25.50	0.0	0.00	0.00	47.01
629	2019 Ford F-350 #629	06/27/24	- 06/27/24	1	1.0	21.51	150.02	0.0	0.00	0.00	171.53
632	2021 Ford F-350 #632	06/27/24	- 06/27/24	1	1.0	21.51	0.00	0.0	0.00	0.00	21.51
927	2016 Chevy Silverado #927	06/26/24	- 06/26/24	1	2.0	75.28	345.28	0.0	0.00	0.00	420.56
928	2017 Chevy Silverado #928	06/25/24	- 06/25/24	1	3.0	89.94	203.06	0.0	0.00	0.00	293.00
930	2022 Interstate Victory #930	06/21/24	- 06/21/24	1	3.0	129.03	0.00	0.0	0.00	0.00	129.03
932	2024 GMC Sierra	06/05/24	- 06/05/24	1	7.0	216.38	1,093.12	0.0	0.00	457.00	1,766.50
62		06/03/24	- 06/28/24	85	134.0	4,631.97	13,259.75	0.0	0.00	482.50	18,374.22

Units Listed:	62	06/03/24 - 06/28/24	85	134.0	4,631.97	13,259.75	0.0	0.00	482.50	18,374.22
---------------	----	---------------------	----	-------	----------	-----------	-----	------	--------	-----------

		Labor	Parts	Total
Cost / Unit:	62 Units	\$74.71	\$221.65	\$296.36
Cost / WO:	85 Work Orders	\$54.49	\$161.67	\$216.17

Monthly Council Report

June 2024

Printed: 7/3/2024

Cases Filed

Penal Count	82	Ordinance Count	27
Traffic Count	387	Parking Count	13
Other Count	236	STEP Count	0

Total Filed 745

Amounts Collected

Tech Fund	\$2,158.86	Building Security Fund	\$2,524.39
State	\$46,280.48	Fine	\$67,851.19
City	\$49,987.11	Warrant Fee	\$8,898.36

Total Amount \$168,802.03

Warrants

Issued	309	Recalled	297
Served	107	Outstanding Amount	\$15,310,136.94

Total Amount \$71,823.07

Dispositions

Paid in Full	406	Credit for Time Served	58
Paid Partial	358	Dismissed	706
Appealed	0	Total Disposed	1,170

Trials

Jury	0	Total	1,317
Bench	1,317		



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 11, 2024

ITEM TYPE: Consent

AGENDA SECTION: CONSENT AGENDA:

SUBJECT: Correspondence

ATTACHMENTS:

[TML 25](#)



June 28, 2024
Number 25

Lt. Governor Appoints Senators to Sunset Commission

Last week, Lt. Governor Dan Patrick [announced](#) the appointment of four senators to the Texas Sunset Advisory Commission. The Sunset Commission is a state agency led by a group of state representatives and senators. The sunset process is a periodic review of state agencies to ensure that they are performing efficiently and to determine whether they should be changed or eliminated. Sunset staff “performs extensive research and analysis to evaluate the need for, performance of, and improvements to the agency under review.” The following senators were appointed:

- Senator Tan Parker (R – Flower Mound)
- Senator Cesar Blanco (D – El Paso)
- Senator Mayes Middleton (R – Galveston)
- Senator Kevin Sparks (R – Midland)

The full membership can be found [here](#).

CISA Releases Election Security Guide

The Cybersecurity & Infrastructure Security Agency (CISA) has released a new election security guide on public communication to help election officials apply best practices to election processes, including providing a suite of templates to support officials in developing a communication plan. Interested city officials can find the guide [here](#).

Reminder: Resolutions for the 2024 TML Annual Conference

Resolutions for consideration at the Annual Conference are due no later than **5:00 p.m. on August 26, 2024**. The TML Constitution provides that resolutions must be submitted by any member city, TML region, or TML affiliate to the TML headquarters 45 calendar days prior to the first day of the Annual Conference.

The TML Board of Directors has adopted several procedures governing the resolutions process. Please review the following items carefully and thoroughly.

1. No resolution may be considered at the annual TML business meeting unless it has prior approval of: (a) the governing body of a TML member city; (b) the governing body or membership of a TML affiliate, or (c) the membership of a TML region at a regional meeting.
2. TML member cities, regions, and affiliates that wish to submit a resolution **must** complete a resolution cover sheet. The cover sheet is available [here](#).
3. It is recommended that any resolution state one of four categories to better direct League staff. Those categories are:
 - **Seek Introduction and Passage** means that the League will attempt to find a sponsor, will provide testimony, and will otherwise actively pursue passage. Bills in this category are known as “TML bills.”
 - **Support** means the League will attempt to obtain passage of the initiative if it is introduced by a city or some other entity.
 - **Oppose**.
 - **Take No Position**.
4. Resolutions submitted will be thoroughly discussed at the TML Annual Conference. Each city is asked to provide one delegate to serve as its liaison at the annual business meeting at which resolutions will be considered. The delegate isn't required to have any special expertise, and an elected official representative is encouraged but not required. The delegate must sign up electronically [here](#) prior to the meeting or can sign up in person at a table outside of the meeting room. Cities are encouraged to sign up their delegate early.

5. The city, region, or affiliate that submits a resolution is encouraged to send a representative to the business meeting to explain the resolution. The business meeting will meet at 3:30 p.m. on Thursday, October 10, 2024, at the George R. Brown Convention Center in Houston.

If your city is interested in submitting a resolution, details can be found [here](#). Resolutions can be emailed to JJ Rocha, TML Grassroots and Legislative Services Manager at jj@tml.org.

Interested city officials can learn how the resolutions process fits within the League's Legislative Policy Process [here](#). The proposed 2025-2026 TML Legislative Program which includes resolutions passed in 2023 can be viewed [here](#).

House and Senate Committee Hearings

The Texas House and Senate Committees have begun their committee work to study interim charges outlined by Speaker Dade Phelan and Lt. Governor Dan Patrick. Below is a listing of committee hearings that have been set for city-related charges. All upcoming hearings will be held at the Texas Capitol unless otherwise indicated.

House State Affairs

The committee will meet on Monday, July 8 at 9:00 a.m. to hear invited testimony on the following interim charge:

- **Monitoring:** Monitor the agencies and programs under the Committee's jurisdiction and oversee the implementation of relevant legislation passed by the 88th Legislature. Conduct active oversight of all associated rulemaking and other governmental actions taken to ensure the intended legislative outcome of all legislation, including the following:
 - [H.B. 9](#), relating to the development and funding of broadband and telecommunications services.

Information on the hearing including how to submit written testimony can be found [here](#).

House Homeland Security & Public Safety

The committee will meet on Monday, July 8 at 1:00 p.m. to hear invited testimony on the following interim charges:

- **Use of Less-Lethal Devices in Law Enforcement:** Study the use of less-lethal devices in law enforcement encounters, including recent incidents, and their potential to reduce the risk of death or injury to officers and suspects. Consider methods to increase the use of less-lethal devices for the safety and benefit of all parties.
- **Communications Interoperability:** Study the communication challenges of first responders and emergency personnel. Make recommendations, considering the need for a cross-agency communications upgrade or statewide interoperability plan, to increase reliable, available, and modern communications for public safety and emergency response purposes in communities across the state.

Information on the hearing including how to submit written testimony can be found [here](#).

Federal Infrastructure Bill Update

In November 2021, the federal Infrastructure Investment and Jobs Act (IIJA) was signed into law. The IIJA is altogether a \$1.2 trillion bill that will invest in the nation's core infrastructure priorities including roads, bridges, rail, transit, airports, ports, energy transmission, water systems, and broadband.

The League will monitor state and federal agencies and work with the National League of Cities (NLC) to access the latest information relating to the IIJA. We will provide periodic updates in the Legislative Update on resources for Texas cities on how to access IIJA funding for local infrastructure projects.

U.S. Department of Transportation (DOT)

The DOT is accepting applications for its Wildlife Crossings Pilot Program (WCPP). The WCPP provides grant funding to state and local governments for construction and non-construction projects designed to reduce wildlife vehicle collisions.

Eligible construction projects include:

- Designing and constructing wildlife crossing underpasses or overpasses and fencing;
- Wildlife crossing-related environmental, permitting, and right-of-way acquisition activities;
- Adapting or replacing bridge structures and culverts for wildlife crossings; and
- Land or water species habitat preservation or restoration related to wildlife crossings

Eligible non-construction projects include:

- Identifying wildlife crossing needs;
- Researching wildlife vehicle collisions (WVC) safety innovations;
- Developing wildlife and WVC mapping tools;
- Analyzing WVC mitigation measures and best practices; and
- WVC outreach activities.

Eligible costs include planning, design, monitoring, feasibility studies, environmental studies, permitting, real property acquisition, construction, equipment, operations, and public outreach.

Interested city officials may find more information about the program [here](#).

Applicants must submit FY 2024-2025 applications by **10:59 central** on **September 4**. Applications must be submitted [here](#).

TML member cities may use the material herein for any purpose. No other person or entity may reproduce, duplicate, or distribute any part of this document without the written authorization of the Texas Municipal League.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 11, 2024

ITEM TYPE: Resolution

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the approval of Resolution 24-876, a resolution adjusting the City of Humble Water and Sewer Rates for residential and commercial customers, and providing an effective date.

ATTACHMENTS:
[Resolution 24-876 2024 Water Sewer Rate Adjustment](#)

CITY OF HUMBLE

RESOLUTION NO. 24-876

A RESOLUTION OF THE CITY OF HUMBLE, TEXAS ADJUSTING THE CITY OF HUMBLE WATER AND SEWER RATES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS, the City of Humble is required to participate in the ground water reduction program as implemented by the Harris Galveston Subsidence District; and
- WHEREAS, accordingly, the City of Humble must receive at minimum thirty percent (30%) of its water from surface water sources and contracts with the City of Houston to provide the surface water; and
- WHEREAS, the City of Houston notified the City of Humble that effective April 1, 2024, it was increasing its water rate by eight percent (2.56%) as required by City Ordinance and per the contract between the two cities; and
- WHEREAS, the City of Humble, as part of its participation in the ground water reduction program will need to increase its use of surface water to a minimum of sixty percent (60%) by 2026, which requires the City to construct a new water interconnect with the City of Houston; and
- WHEREAS, the City of Humble must also replace and upgrade an existing aging sanitary sewer force main and lift station that services the northwest quadrant of the city to adequately provide service to current and future customers; and
- WHEREAS, the City of Humble continues to face increased costs to effectively maintain and operate the water and waste water systems; and
- WHEREAS, the City of Humble has historically maintained healthy fund reserves to construct the necessary capital projects without having to issue debt but has determined that it is in the best interest of sustainability of the Water and Wastewater Fund and thereby the best interest of the City to increase the current water and sewer rates for residential and commercial customers; now, therefore

BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HUMBLE TEXAS:

Section 1: That the Residential Water Rates shall be:

0 to 3,000 Gallons: \$15.61

Per 1,000 Gallons

Over 3,000 Gallons: \$2.63

That the Residential Senior Citizens Water Rates shall be:

0 to 5,000 Gallons: \$5.63

Per 1,000 Gallons
Over 5,000 Gallons
Under 10,000 Gallons: \$2.12

Per 1,000 Gallons
Over 10,000 Gallons: \$2.63

That the Commercial Water Rates shall be:

Size of Tap	0 to 3,000 Gallons	Per 1,000 Gallons Over 3,000 Gallons
5/8" – 3/4"	\$26.62	\$5.02
1"	\$38.68	\$5.02
1 1/2"	\$69.49	\$5.02
2"	\$107.338	\$5.02
3"	\$157.77	\$5.02
4"	\$189.29	\$5.02
6"	\$252.34	\$5.02
8"	\$315.37	\$5.02
Greater than 8"	\$378.18	\$5.02
Bulk Water	\$94.68	\$6.80

That the Residential Sewer Rates shall be

0 to 3,000 Gallons: \$32.10

Per 1,000 Gallons
Over 3,000 Gallons: \$1.55

That the Commercial Sewer Rates shall be

Size of Tap	0 to 3,000 Gallons	Per 1,000 Gallons Over 3,000 Gallons
5/8" – 3/4"	\$43.22	\$4.81
1"	\$49.39	\$4.81
1 1/2"	\$67.91	\$4.81
2"	\$86.43	\$4.81
3"	\$104.97	\$4.81
4"	\$135.82	\$4.81
6"	\$172.87	\$4.81
8"	\$242.29	\$4.81
Greater than 8"	\$308.69	\$4.81

Section 2: That the aforementioned adjusted residential and commercial water rates and sewer rates shall be charged and shall be effective as of August 1, 2024.

PASSED, APPROVED, AND RESOLVED this the 11th day of July, 2024.

APPROVED:

Norman Funderburk
Mayor

ATTEST:

Maria Jackson
City Secretary



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 11, 2024

ITEM TYPE: Agreement

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the approval of a Settlement Agreement and Release of all Claims between the City of Humble, Texas and ECS Development Company, LLC.

ATTACHMENTS:

[Settlement Agreement & Release of All Claims - ECS Development](#)

SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (the “Agreement”) is made and entered into by and between the City of Humble, Texas (“Humble”) and ECS Development Company, LLC (“ECS Development”), all collectively referred to as the “Parties.”

WHEREAS, Humble, is a home-rule municipal corporation duly incorporated and operating under the laws of the State of Texas, and having the right of eminent domain and power of condemnation; and

WHEREAS, ECS Development owns 0.373 acres of land situated in the John M. Wilson Survey A-940, Harris County, Texas over which the City of Humble, Texas seeks to acquire a thirty-foot (30’) wide right of way easement for the construction, of improvements and maintenance of the Wilson Road Extension Project, which is more particularly described in the metes and bounds description attached hereto as “*Exhibit A*” and incorporated herein for all purposes (the “Property”); and

WHEREAS, the Parties want to resolve all claims, including but not limited to, any and all claims and causes of action relating to or arising out of any contention that could be asserted by any of the Parties.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Parties have agreed to the following terms:

1. ECS Development hereby releases and forever discharges Humble, its respective officials, agents, servants, employees, and attorneys, of and from any and all claims, demands, damages (both pecuniary and non-pecuniary), actions, causes of actions, attorneys’ fees, expenses, court costs, compensation, and all consequential damages, including diminution in value, and all

costs and expenses incurred by ECS Development its agents, servants, employees, and attorneys, including attorneys' fees and expert witness fees, purchase or construction costs, engineering, surveying, or land-planning fees or costs, or suits in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing or whether or not now known or not known to the Parties' in connection with Humble's acquisition of the easement from the Property.

2. ECS Development agrees to convey the Property to Humble by Special Warranty Deed attached hereto as "**Exhibit B**," and incorporated herein by this reference ("Easement").

3. Upon receipt and approval of the Easement as provided above, Humble agrees to pay to ECS Development the total sum of \$65,579.00. Said payment shall be made by a check in the amount of \$65,579.00 from the City of Humble, Texas payable to ECS Development Company, LLC.

4. Additionally, Humble agrees to provide a water and sewer tap to Property at no cost to ECS Development within thirty (30) days of ECS Development making an application for said water and sewer tap.

5. Each Party to this Agreement is acting voluntarily and on its or her own free will; and is in no way relying upon any promise, warranty, representation, or agreement of any kind whatsoever, made directly or indirectly, by any agent, employee, or attorney of the Party being released or any person or firm in privity with the Party being released; and both Humble and ECS Development understand that this is a full, final and complete settlement of all claims of any kind or character whatsoever, both known or unknown, arising out of those matters described herein.

6. This Agreement is made solely for the purpose of avoiding costly litigation and for making peace under the facts and circumstances of this particular case, and in entering into this Agreement, Humble is in no way admitting liability, but is expressly denying liability.

7. ECS Development hereby covenants and agrees not to sue or institute or cooperate in the institution, commencement, filing or prosecution of any suit, administrative proceeding, demand, claim, or cause of action, whether asserted individually or derivatively, against Humble relating to any and all matters made the subject of this Agreement, including specifically issues over the right to take or the amount of compensation paid to ECS Development under the terms of this Agreement, unless litigation is necessary to enforce the terms of said Agreement.

8. Each Party to this Agreement warrants and represents that it has read the above and foregoing Agreement, and every word of it, and each Party to this Agreement understands that it is a full, final, and complete settlement and release of all claims held, owned, or possessed in any capacity whatsoever by each releasing Party as against each released Party.

9. Contemporaneous with the final settlement of all claims by the execution of this Agreement, and delivery of a \$65,579.00 check by Humble as set forth under the terms in Paragraph 3. It is the express intent of the Parties to this Agreement that, except as may be necessary to enforce the terms of this Agreement, Humble shall not be exposed to any further liabilities, including claims and suits for damages relating to the matters herein described, by ECS Development or their successors or assigns, or legal representatives.

10. The Parties warrant that no claims, demands, damages, actions, causes of action or suits in equity hereby released have been assigned to any third party, and that this Agreement is executed without reliance on any statement or representation made by any third party that is not contained herein.

11. The undersigned each warrant that no inducements have been made to any of them on behalf of the Parties released hereby, and that in deciding to release its claims and to execute

this Agreement, the Parties have relied solely and only upon their own judgment, and their attorneys' legal expertise.

12. This Agreement shall be deemed to have been jointly prepared by all Parties hereto, and no ambiguity of this Agreement shall be construed against any Party based upon the identity of the author of this Agreement or any portion thereof.

13. This Agreement shall be governed, construed, interpreted, and the rights of the Parties determined, in accordance with the laws of the State of Texas.

14. The statements and representations contained herein are to be considered contractual in nature and not merely recitations of fact.

15. In the event any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity shall not affect any other provision herein.

16. All references herein in the singular shall be construed to include the plural where applicable, the masculine to include the feminine and neuter genders, and all covenants, agreements, and obligations herein assumed by the Parties shall be deemed to be joint and several covenants, agreements, and obligations of the several persons named herein.

17. This Agreement shall be binding on each and every Party to this Agreement, and their successors, officers, directors, employees, assigns, heirs, executors, administrators, agents, legal representatives, and any of the companies or entities associated with them as owners, subsidiaries, or any other related capacity with respect to any and all of the claims that each Party may have or has brought against the other Party.

18. Each of the signatories signing this Agreement represents and warrants that it is authorized to execute this Agreement and bind its or his principals to the terms and provisions

hereof. Each Party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

19. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties hereto.

20. The representations, warranties, covenants, and agreements set forth herein shall survive the execution hereof.

21. This Agreement may be executed in multiple counterparts, each which taken together shall constitute one and the same instrument. The Parties agree that this Agreement contains the entire understanding of the Parties and that no prior agreements, representations, warranties, or understandings, whether written or oral, will be enforceable.

22. Each Party hereto acknowledges that it has read and understands the effect of the above and foregoing mutual Agreement, and executes same of its own free will and accord for the purposes and consideration set forth.

23. Each Party hereto agrees to bear its own attorney's fees and expenses incurred in connection with this action.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective this _____ day of _____, 2024.

THE CITY OF HUMBLE, TEXAS

By: _____
Norman Funderburk, Mayor

ATTEST:

Maria Jackson, City Secretary

ECS DEVELOPMENT COMPANY, LLC

By: _____
(Printed Name)

Title: _____

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Norman Funderburk, Mayor of the City of Humble, Texas, 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, in the capacity therein stated, and as the act and deed of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 2024.

Notary Public In and For the State of Texas

My Commission Expires: _____

(SEAL)

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ for ECS Development Company, LLC 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 on behalf of said LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 2024.

Notary Public In and For the State of _____

My Commission Expires: _____

(SEAL)

Exhibit A

EXHIBIT "A"
Pg. 1 of 4

ECS DEVELOPMENT COMPANY LLC
CITY OF HUMBLE
WILSON ROAD EXTENSION
30' WIDE RIGHT OF WAY EASEMENT
HARRIS COUNTY, TEXAS

BEING a 0.373 acre (16,254 square feet) tract of land situated in the John M. Wilson Survey A-940, Harris County, Texas and being a part of and out of that certain called 3.618 acre tract as described in conveyance to ECS Development Company LLC recorded at Harris County Deeds Records File No. (H.C.D.R.) RP-2016-217762, said 0.373 acre parcel being more fully described by metes and bounds as follows;

COMMENCING at a capped iron rod found for the southeast corner of Wilson Road Industrial Complex Partial Replat No. 2 as per the map or plat thereof recorded in Volume 676, Page 706 of the Harris County Maps Records (H.C.M.R.), same being the northwest corner of a five foot road easement as described in conveyance to the Harris County Right of Way District recorded at Harris County Clerk's File No. (H.C.C.F.) E319714 and being the northeast corner of that certain 2.250 acre tract as described in conveyance to Kane Services, LLC, H.C.D.R. No. 20130040765;

THENCE S03° 02' 36"E along the west line of said five foot road easement, same being the west line of Wilson Road (85' Right of Way Harris County Clerks File No. E319714 & C591729), a distance of 336.5 feet to a point for a corner and being THE PLACE OF BEGINNING;

THENCE S49° 24' 33"W, a distance of 61.75 feet to a point of curvature to the right;

THENCE, along a tangent curve to the right with a radius of 125.00 feet, the chord of which bears S68° 18' 40"W for a chord distance of 80.99 feet, along the arc of said curve for a distance of 82.47 feet to the point of tangency;

THENCE S87° 12' 47"W a distance of 399.27 feet to a point for a corner, being the northeast corner of that certain called 5.0 acre tract described in conveyance to 2626 Wilson Road LTD, H.C.D.R. File No. RP-2021-710995 and being the northwest corner of the tract herein described;

THENCE S02° 58' 13"E along the east line of said 5.0 acre tract, a distance of 30.00 feet to a capped iron rod (CIR) stamped "RD Ellis - 4006", set for the southeast corner of the tract herein described;

THENCE N87° 12' 47"E a distance of 399.17 feet to a capped iron rod (CIR) stamped "RD Ellis - 4006", set at a point of curvature to the left;

THENCE, along a tangent curve to the left with a radius of 155.00 feet, the chord of which bears N68° 18' 40"E for a distance of 100.42 feet, along the arc of said curve for a distance of 102.27 feet to set a capped iron rod (CIR) stamped "RD Ellis - 4006";

THENCE N49° 24' 33"E a distance of 38.69 feet to a capped iron rod (CIR) stamped "RD Ellis - 4006" set in the west line of said Wilson Road;

THENCE N03° 02' 36"W a distance of 37.84 feet to THE PLACE OF BEGINNING.

BASIS OF BEARING: Grid North Texas State Coordinate System, NAD83, South Central Zone.

This property description has been prepared based on a survey made on the ground under the direction of Robert D. Ellis Registered Professional Land Surveyor Reg. No. 4006 dated 4/18 as depicted on survey plat attached hereto and to which reference is hereby made.



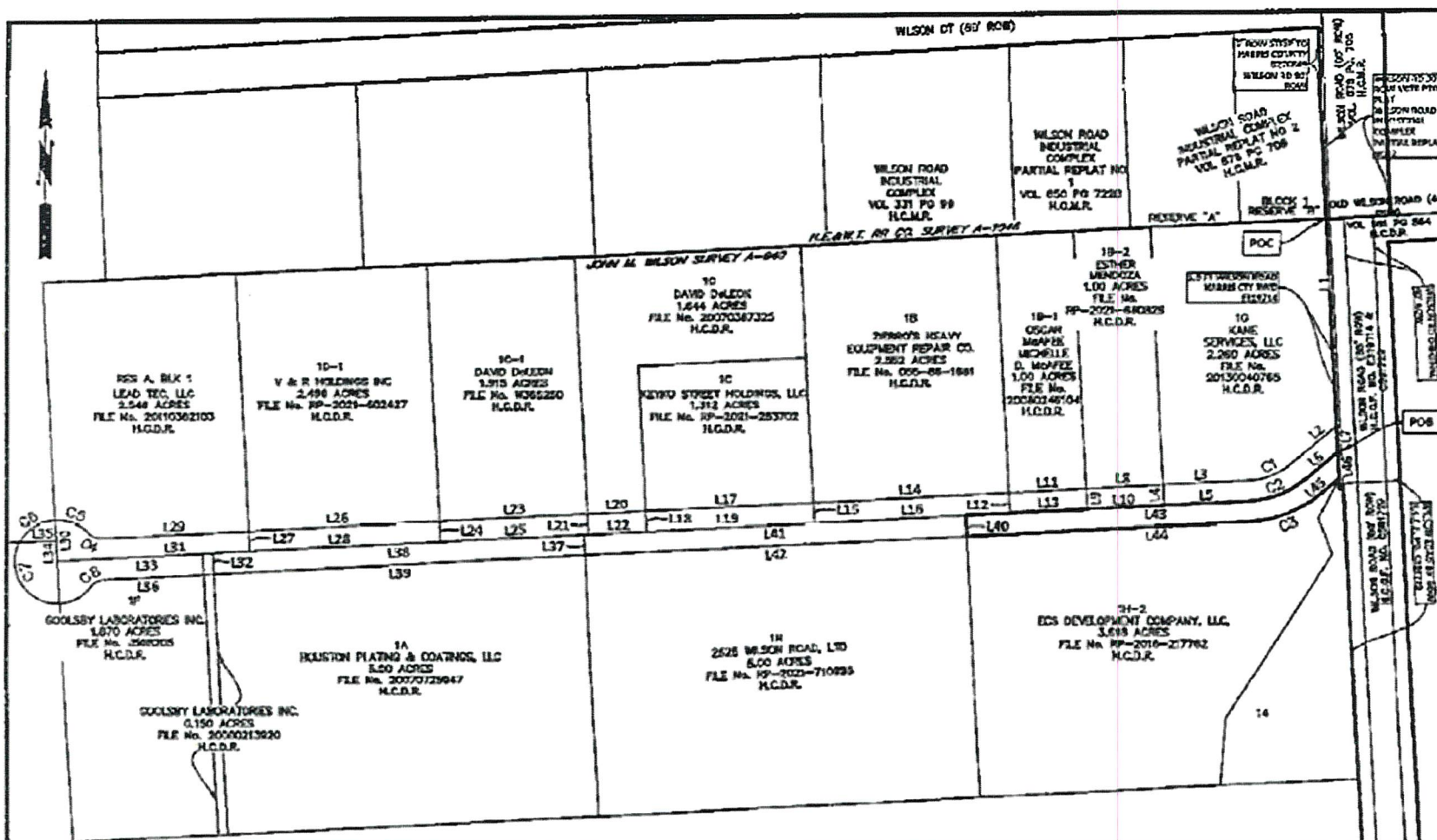
A handwritten signature in black ink, appearing to read "R. D. Ellis", written over a horizontal line.

Ellis Surveying Services, LLC.
2805 25th Avenue North
Texas City, TX 77590
Tel: (409) 938-8700 Fax (866) 678-7685
Texas Firm Reg. No. 100340-00

EXHIBIT "A"
PAGE 1 OF 4 METES AND BOUNDS
ECS DEVELOPMENT COMPANY LLC
CITY OF HUMBLE
WILSON ROAD EXTENSION
30' WIDE RIGHT OF WAY EASEMENT
HARRIS COUNTY, TEXAS

BEING A 0.373 ACRE TRACT LOCATED IN THE
JOHN M. WILSON SURVEY, A-940 HARRIS
COUNTY, TEXAS

PROJ. NO. 3137 DATE: 4/17/2023



*Ellis Surveying Services, LLC.
2805 25th Avenue North
Texas City, TX 77590
Tel: (409) 938-8700 Fax (866) 678-7685
Texas Firm Reg. No. 100340-00*

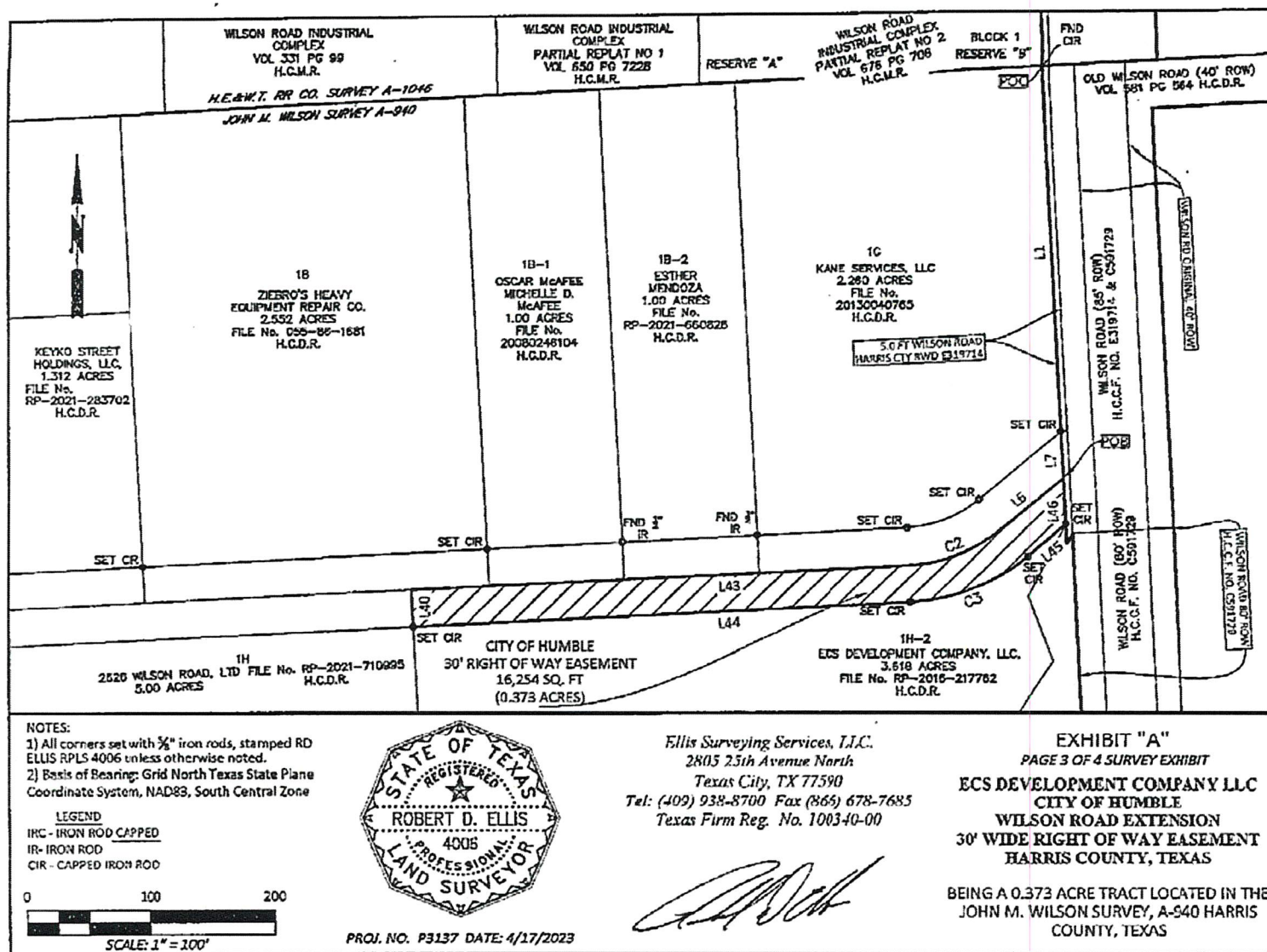
PROJ. NO. P3137 DATE: 4/17/2023

EXHIBIT "A"

PAGE 2 OF 4 SITE EXHIBIT

**ECS DEVELOPMENT COMPANY LLC
CITY OF HUMBLE
WILSON ROAD EXTENSION
30' WIDE RIGHT OF WAY EASEMENT
HARRIS COUNTY, TEXAS**

BEING A 0.373 ACRE TRACT LOCATED IN THE
JOHN M. WILSON SURVEY, A-940 HARRIS
COUNTY, TEXAS



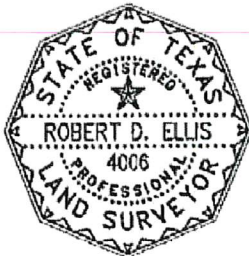
Line Table		
Line #	Direction	Length
L1	N03° 02' 36"W	298.66'
L2	S49° 24' 33"W	84.81'
L3	S87° 12' 47"W	120.56'
L4	S02° 58' 13"E	30.00'
L5	N87° 12' 47"E	120.47'
L6	N49° 24' 33"E	61.75'
L7	N03° 02' 36"W	37.84'
L8	S87° 12' 47"W	108.23'
L9	N02° 58' 13"W	30.00'
L10	N87° 12' 47"E	108.23'
L11	S87° 12' 47"W	108.22'
L12	N02° 58' 13"W	30.00'
L13	N87° 12' 47"E	108.22'
L14	S87° 12' 47"W	276.20'
L15	S02° 58' 13"E	30.00'
L16	N87° 12' 47"E	276.20'
L17	N87° 12' 47"E	237.87'

Line Table		
Line #	Direction	Length
L18	S02° 58' 13"E	30.00'
L19	S87° 12' 47"W	237.87'
L20	N87° 12' 47"E	82.15'
L21	S02° 58' 13"E	30.00'
L22	S87° 12' 47"W	82.15'
L23	N87° 12' 47"E	210.37'
L24	S02° 58' 13"E	30.00'
L25	S87° 12' 47"W	210.37'
L26	N87° 12' 47"E	269.88'
L27	N02° 58' 13"W	30.00'
L28	S87° 12' 47"W	269.88'
L29	S87° 12' 46"W	208.37'
L30	S02° 58' 13"E	60.00'
L31	N87° 12' 47"E	273.28'
L32	S02° 58' 13"E	30.00'
L33	N87° 12' 47"E	220.51'
L34	S02° 58' 13"E	30.00'

Line Table		
Line #	Direction	Length
L35	N87° 47' 24"E	51.56'
L36	S87° 12' 46"W	155.80'
L37	S02° 58' 13"E	30.00'
L38	N87° 12' 47"E	526.26'
L39	S87° 12' 47"W	526.26'
L40	S02° 58' 13"E	30.00'
L41	S87° 12' 47"W	540.64'
L42	N87° 12' 47"E	540.64'
L43	S87° 12' 47"W	399.27'
L44	N87° 12' 47"E	399.17'
L45	N49° 24' 33"E	38.69'
L46	N03° 02' 36"W	37.84'

Curve Table				
Curve #	Radius	Length	C. Bearing	C. Length
C1	95.00'	62.68'	S68°18'40"W	61.55
C2	125.00'	82.47'	N68°18'40"E	80.99
C3	155.00'	102.27'	N68°18'40"E	100.42
C4	25.00'	21.68'	N67°55'46"W	21.00

Curve Table				
Curve #	Radius	Length	C. Bearing	C. Length
C5	60.00'	52.22'	N68°02'18"W	50.59
C6	60.00'	62.04'	N57°24'31"E	59.31
C7	60.00'	178.29'	N57°20'21"W	119.57
C8	25.00'	21.68'	S62°22'25"W	21.00



Ellis Surveying Services, LLC.
2805 25th Avenue North
Texas City, TX 77590
Tel: (409) 938-8700 Fax (866) 678-7685
Texas Firm Reg. No. 100340-00

EXHIBIT "A"

PAGE 4 OF 4 LINE TABLE
ECS DEVELOPMENT COMPANY LLC
CITY OF HUMBLE
WILSON ROAD EXTENSION
30' WIDE RIGHT OF WAY EASEMENT
HARRIS COUNTY, TEXAS

BEING A 0.373 ACRE TRACT LOCATED IN THE
JOHN M. WILSON SURVEY, A-940 HARRIS
COUNTY, TEXAS

PROJ. NO. P3137 DATE: 4/17/2023

Exhibit B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: _____, 2024

GRANTOR: ECS DEVELOPMENT COMPANY, LLC

GRANTOR'S MAILING ADDRESS: _____
(including County) _____

GRANTEE: CITY OF HUMBLE, TEXAS

GRANTEE'S MAILING ADDRESS: 114 W. Higgins
(including County) Humble, Texas 77338
Harris County

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

0.373 acres (16,254 square feet) of land situated in the John M. Wilson Survey A-940, Harris County, Texas.

GRANTOR reserves unto herself, her successors and assigns, any and all oil, gas and other minerals in, on or under the premises conveyed herein; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the GRANTOR and GRANTEE that any production of such minerals shall be from the surface of other adjacent property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's heirs, executors and administrators, to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

ECS DEVELOPMENT COMPANY LLC

By: _____
(Printed Name)

Title: _____

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF _____ §

 This instrument was acknowledged before me by _____ on the
_____ day of _____, 2024, for ECS DEVELOPMENT COMPANY LLC.

NOTARY PUBLIC in and for State of Texas

EXHIBIT "A"
Pg. 1 of 4

ECS DEVELOPMENT COMPANY LLC
CITY OF HUMBLE
WILSON ROAD EXTENSION
30' WIDE RIGHT OF WAY EASEMENT
HARRIS COUNTY, TEXAS

BEING a 0.373 acre (16,254 square feet) tract of land situated in the John M. Wilson Survey A-940, Harris County, Texas and being a part of and out of that certain called 3.618 acre tract as described in conveyance to ECS Development Company LLC recorded at Harris County Deeds Records File No. (H.C.D.R.) RP-2016-217762, said 0.373 acre parcel being more fully described by metes and bounds as follows;
COMMENCING at a capped iron rod found for the southeast corner of Wilson Road Industrial Complex Partial Replat No. 2 as per the map or plat thereof recorded in Volume 676, Page 706 of the Harris County Maps Records (H.C.M.R.), same being the northwest corner of a five foot road easement as described in conveyance to the Harris County Right of Way District recorded at Harris County Clerk's File No. (H.C.C.F.) E319714 and being the northeast corner of that certain 2.260 acre tract as described in conveyance to Kane Services, LLC, H.C.D.R. No. 20130040765;

THENCE S03° 02' 36"E along the west line of said five foot road easement, same being the west line of Wilson Road (85' Right of Way Harris County Clerks File No. E319714 & C591729), a distance of 336.5 feet to a point for a corner and being THE PLACE OF BEGINNING;
THENCE S49° 24' 33"W, a distance of 61.75 feet to a point of curvature to the right;
THENCE, along a tangent curve to the right with a radius of 125.00 feet, the chord of which bears S68° 18' 40"W for a chord distance of 80.99 feet, along the arc of said curve for a distance of 82.47 feet to the point of tangency;
THENCE S87° 12' 47"W a distance of 399.27 feet to a point for a corner, being the northeast corner of that certain called 5.0 acre tract described in conveyance to 2626 Wilson Road LTD, H.C.D.R. File No. RP-2021-710995 and being the northwest corner of the tract herein described;
THENCE S02° 58' 13"E along the east line of said 5.0 acre tract, a distance of 30.00 feet to a capped iron rod (CIR) stamped "RD Ellis - 4006", set for the southeast corner of the tract herein described;
THENCE N87° 12' 47"E a distance of 399.17 feet to a capped iron rod (CIR) stamped "RD Ellis - 4006", set at a point of curvature to the left;
THENCE, along a tangent curve to the left with a radius of 155.00 feet, the chord of which bears N68° 18' 40"E for a distance of 100.42 feet, along the arc of said curve for a distance of 102.27 feet to set a capped iron rod (CIR) stamped "RD Ellis - 4006";
THENCE N49° 24' 33"E a distance of 38.69 feet to a capped iron rod (CIR) stamped "RD Ellis - 4006" set in the west line of said Wilson Road;
THENCE N03° 02' 36"W a distance of 37.84 feet to THE PLACE OF BEGINNING.

BASIS OF BEARING: Grid North Texas State Coordinate System, NAD83, South Central Zone.

This property description has been prepared based on a survey made on the ground under the direction of Robert D. Ellis Registered Professional Land Surveyor Reg. No. 4006 dated 4/18 as depicted on survey plat attached hereto and to which reference is hereby made.



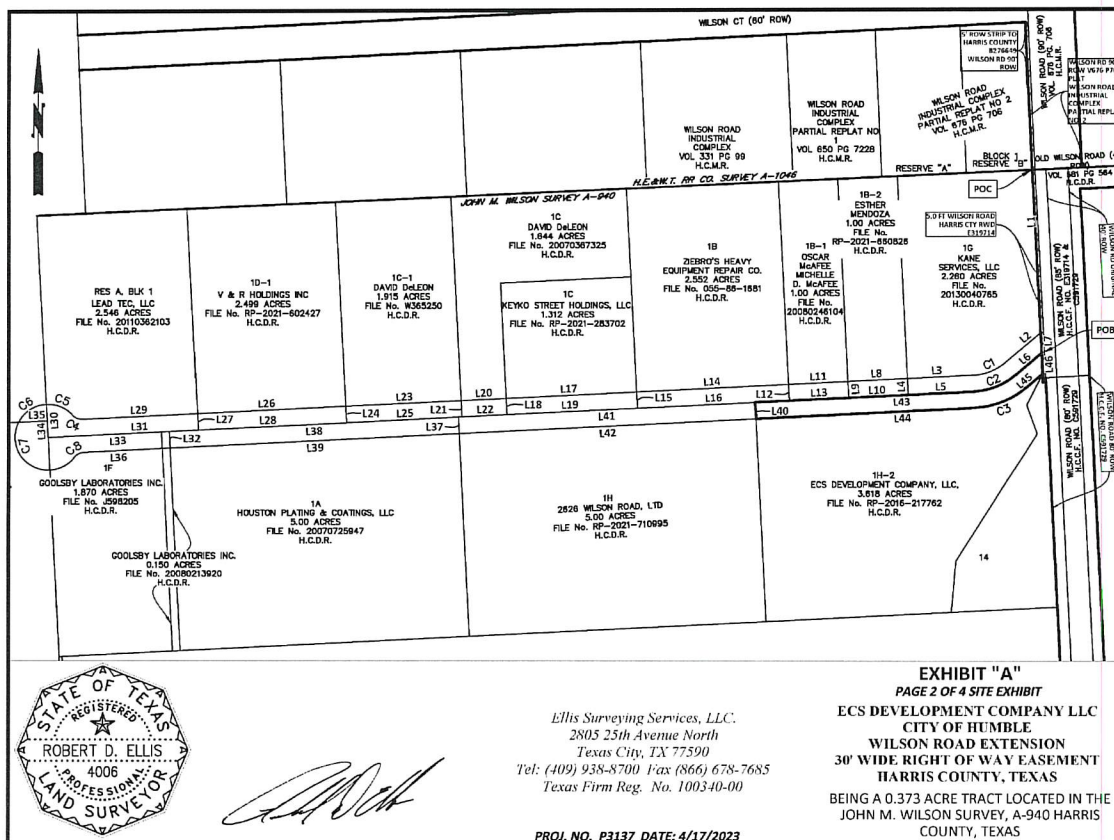
A handwritten signature in black ink, appearing to read "Robert D. Ellis".

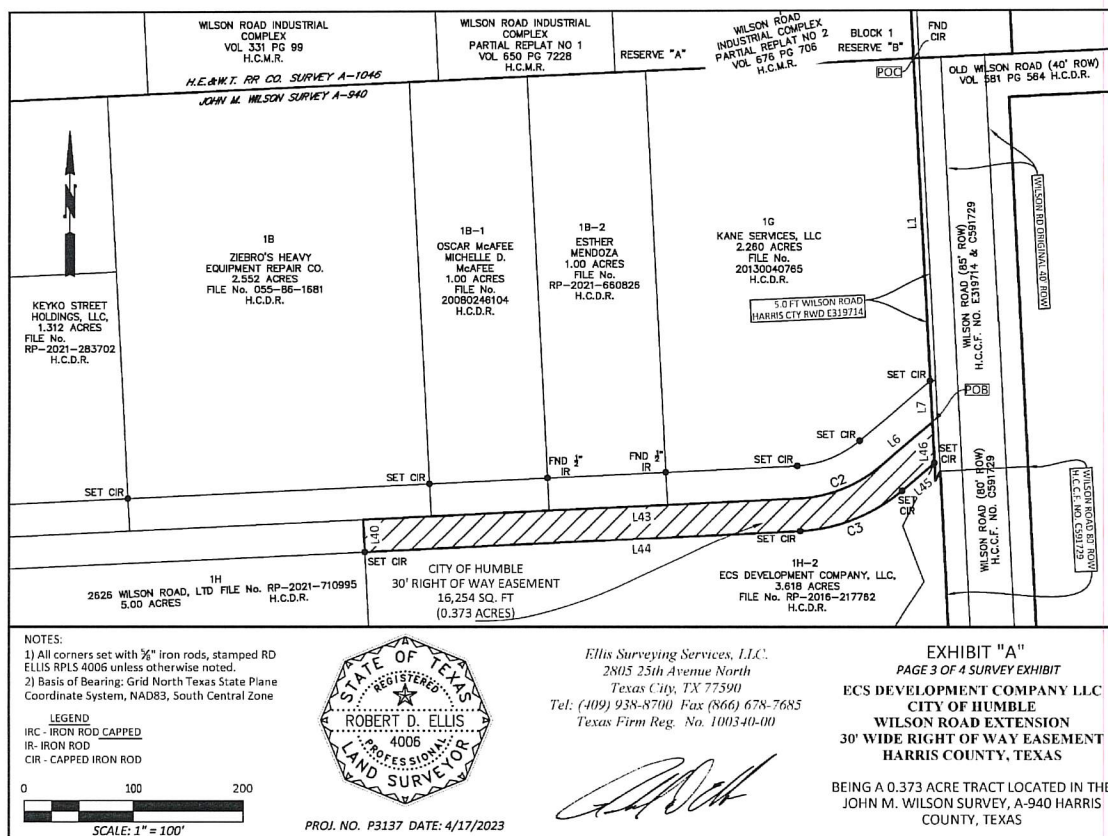
Ellis Surveying Services, L.L.C.
2805 25th Avenue North
Texas City, TX 77390
Tel: (409) 938-8700 Fax (866) 678-7685
Texas Firm Reg. No. 100340-00

EXHIBIT "A"
PAGE 1 OF 4 METES AND BOUNDS
ECS DEVELOPMENT COMPANY LLC
CITY OF HUMBLE
WILSON ROAD EXTENSION
30' WIDE RIGHT OF WAY EASEMENT
HARRIS COUNTY, TEXAS

BEING A 0.373 ACRE TRACT LOCATED IN THE
JOHN M. WILSON SURVEY, A-940 HARRIS
COUNTY, TEXAS

PROJ. NO. 3137 DATE: 4/17/2023





Line Table		
Line #	Direction	Length
L1	N03° 02' 36"W	298.66'
L2	S49° 24' 33"W	84.81'
L3	S87° 12' 47"W	120.56'
L4	S02° 58' 13"E	30.00'
L5	N87° 12' 47"E	120.47'
L6	N49° 24' 33"E	61.75'
L7	N03° 02' 36"W	37.84'
L8	S87° 12' 47"W	108.23'
L9	N02° 58' 13"W	30.00'
L10	N87° 12' 47"E	108.23'
L11	S87° 12' 47"W	108.22'
L12	N02° 58' 13"W	30.00'
L13	N87° 12' 47"E	108.22'
L14	S87° 12' 47"W	276.20'
L15	S02° 58' 13"E	30.00'
L16	N87° 12' 47"E	276.20'
L17	N87° 12' 47"E	237.87'

Line Table		
Line #	Direction	Length
L18	S02° 58' 13"E	30.00'
L19	S87° 12' 47"W	237.87'
L20	N87° 12' 47"E	82.15'
L21	S02° 58' 13"E	30.00'
L22	S87° 12' 47"W	82.15'
L23	N87° 12' 47"E	210.37'
L24	S02° 58' 13"E	30.00'
L25	S87° 12' 47"W	210.37'
L26	N87° 12' 47"E	269.88'
L27	N02° 58' 13"W	30.00'
L28	S87° 12' 47"W	269.88'
L29	S87° 12' 46"W	208.37'
L30	S02° 58' 13"E	60.00'
L31	N87° 12' 47"E	273.28'
L32	S02° 58' 13"E	30.00'
L33	N87° 12' 47"E	220.51'
L34	S02° 58' 13"E	30.00'

Line Table		
Line #	Direction	Length
L35	N87° 47' 24"E	51.56'
L36	S87° 12' 46"W	155.80'
L37	S02° 58' 13"E	30.00'
L38	N87° 12' 47"E	526.26'
L39	S87° 12' 47"W	526.26'
L40	S02° 58' 13"E	30.00'
L41	S87° 12' 47"W	540.64'
L42	N87° 12' 47"E	540.64'
L43	S87° 12' 47"W	399.27'
L44	N87° 12' 47"E	399.17'
L45	N49° 24' 33"E	38.69'
L46	N03° 02' 36"W	37.84'

Curve Table				
Curve #	Radius	Length	C. Bearing	C. Length
C1	95.00'	62.68'	S68°18'40"W	61.55
C2	125.00'	82.47'	N68°18'40"E	80.99
C3	155.00'	102.27'	N68°18'40"E	100.42
C4	25.00'	21.68'	N67°56'46"W	21.00

Curve Table				
Curve #	Radius	Length	C. Bearing	C. Length
C5	60.00'	52.22'	N68°02'18"W	50.59
C6	60.00'	62.04'	N57°24'31"E	59.31
C7	60.00'	178.29'	N57°20'21"W	119.57
C8	25.00'	21.68'	S62°22'25"W	21.00



[Signature]

Ellis Surveying Services, LLC.
2805 25th Avenue North
Texas City, TX 77390
Tel: (409) 938-8700 Fax (866) 678-7685
Texas Firm Reg. No. 100340-00

EXHIBIT "A"
PAGE 4 OF 4 LINE TABLE
ECS DEVELOPMENT COMPANY LLC
CITY OF HUMBLE
WILSON ROAD EXTENSION
30' WIDE RIGHT OF WAY EASEMENT
HARRIS COUNTY, TEXAS

BEING A 0.373 ACRE TRACT LOCATED IN THE
JOHN M. WILSON SURVEY, A-940 HARRIS
COUNTY, TEXAS

PROJ. NO. P3137 DATE: 4/17/2023



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 11, 2024

ITEM TYPE: Change Order

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the approval of a Change Order for the Senior Activity Center Construction Contract between the City of Humble and Purcell Construction, Inc. in the amount of \$133,803.00 for the purposes of constructing a new driveway.

ATTACHMENTS:

[Humble Sr. CTR - Side Driveway Replacement](#)



PURCELL
CONSTRUCTION, INC.

June 14, 2024

Mr. Mike Richards
City of Humble
114 W. Higgins
Humble, Texas 77338

VIA: E-Mail

RE: Humble Senior Center – Side Driveway Replacement

Mike:

As per the drawing provided to Purcell Construction and as per the scope of work listed on the drawing provide attached is the cost proposal to replace the existing side driveway.
The proposed scope of work would cost \$133,803.00 for the replacement of the driveway.

Please be advised that we cannot proceed with this change unless we have signed acknowledgement as outlined below.

ARKK Engineers

City of Humble

ARKK Engineers recommends the cost for this change:
Owner Change Order _____

Sincerely,

Greg Goodwin

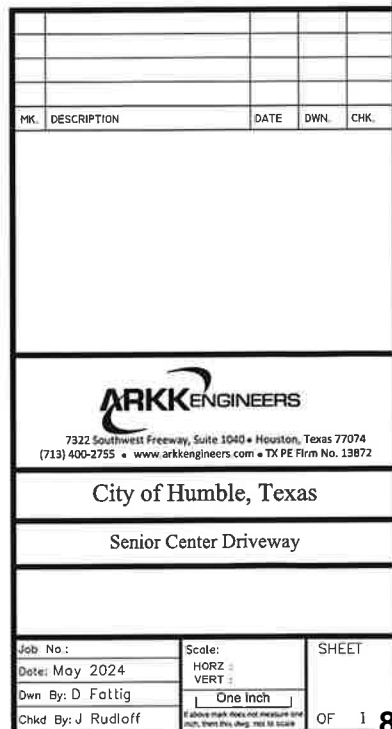
Greg Goodwin
Project Manager

cc: file

Provide and install 1 row of sod along drive on pond side, remaining areas to be seeded

Provide and install inlet and storm pipe as shown

Provide and install concrete pad in detention pond outfall



CHANGE PROPOSAL REQUEST

SUBMIT TO: City of Humble
 JOB NAME: New Senior Center
 PCI # 3564
 DATE: 6/14/2024



277 Dennis Street
 Humble, Texas 77338
 ph 281.548.1000
 fax 281.548.2998
 www.purcellc.com

DESCRIPTION OF WORK:

Replace side concrete drive not part of scope of work.

DIRECT LABOR EXPENSES

LINE	DESCRIPTION	STRAIGHT TIME		OVER TIME		AMOUNT
		HOURS	RATE	HOURS	RATE	
1	Laborer	0	\$21.00	0	\$31.50	\$0.00
2	Carpenter	0	\$27.00	0	\$40.50	\$0.00
3	Project Superintendent	0	\$45.00	0	\$67.50	\$0.00
4	Operator	0	\$32.00	0	\$48.00	\$0.00
5	Project Manager	0	\$58.00	0	\$87.00	\$0.00
6		0.0	Total (ST) Hours	0	Total (OT) Hours	
7	Labor Subtotal			SUB-TOTAL	\$0.00	
LABOR-RELATED EXPENSES						
8	Payroll Taxes, Insurance and Fringes (holiday pay, sick pay, etc.)		43%		\$0.00	
9	Small Tools		4.5%		\$0.00	
10	Labor-Related Subtotal			SUB-TOTAL	\$0.00	
11	TOTAL LABOR COST					\$0.00

MATERIALS & EQUIPMENT EXPENSES

12					\$	-
13					\$	-
14					\$	-
15	Consumables @ 3.75% of Materials				\$	-
16	Sales Tax on Material	0.00%		Sales Tax	\$0.00	
17	TOTAL MATERIALS & EQUIPMENT COST					\$0.00

JOB RELATED EXPENSES

18						\$0.00
19						\$0.00
20	Job Related Expense Subtotal			SUB-TOTAL	\$0.00	

SUBCONTRACTOR EXPENSES

21	Civil - Demo, Earthwork, Stabilization, Storm					\$52,300.00
22	Concrete - paving					\$65,063.00
23	Landscape -sod edge and hydro seed					\$4,000.00
24						\$0.00
25						\$0.00
26						\$0.00
27						\$0.00
28						\$0.00
29						\$0.00
30	Subcontractor Expense Subtotal			SUB-TOTAL	\$121,363.00	

\$0.00

PROPOSAL RECAP

31	Total Labor Cost (including direct labor & labor-related burden expenses)					\$0.00
32	Total Materials & Equipment Cost (including applicable sale / use tax)					\$0.00
33	Total Job Related Expense Cost					\$0.00
34	Special Insurance					\$0.00
35	Total Subcontractor Expense					\$121,363.00

SUBTOTAL COST		\$121,363.00
OVERHEAD	5.00%	\$6,068.15
SUBTOTAL		\$127,431.15
PROFIT	5.00%	\$6,371.56
SUBTOTAL		\$133,802.71
BONDS	0.00%	\$0.00

TOTAL PROPOSAL AMOUNT

\$133,802.71

Submitted By: Greg Goodwin
 Purcell Construction Inc.

Date: 6/14/2024 Approved By: Architect

Date:

RSW Construction LLC

PO Box 905 Pinehurst, TX 77362

www.rsw-llc.com

6/13/2024

Proposal

RSW Construction LLC proposes to provide all materials, labor, equipment, supervision, insurance, etc. to perform the following scopes of work for **Humble Senior Center 1419 S Houston Ave Humble, TX**

1. Sawcut and demo concrete, haul off debris
2. Strip site, haul off excess
4. Paving Area: Cut to grade, proof roll subgrade, stabilize top 6" with 6% lime, compact, grade to +/- 10th
5. Backfill curbs
6. Grade area to drain
7. Engineering & layout
8. Furnish and install storm pipe and inlet

Sitework Total : \$52,300

***Please note this is a budget price, we will need a grading plan to provide an accurate proposal (we need proposed grades)**

***No storm, seeding, sod, concrete, SWPPP**

Clarifications and Exclusions :

-This Proposal includes only work shown on CIVIL DRAWINGS

3 mobilizations included, any additional are priced at sitework \$3,000, stabilization \$10,000

Proposal Exclusion: Clearing, Building area stabilization, final grading, testing, permits, grading permits for excavations and fill, leveling sand, landscaping, concrete, dewatering, asphalt and limestone, topsoil, seeding and hydro mulch, spoils haul off from other trades, barricades, any buried debris, re-grade site that has been disturbed by other trades, chemical treatment of soil to dry and underground utilities, any damages to existing utilities, erosion control and SWPPP, GC responsible for furnishing a 2" water connection, damage to underground utilities

Andy Rickett arickett@rsw-llc.com

Texas Premier

CONCRETE SYSTEMS

Change Order Request

Requested By: **Carter Ullrich**

RFC# 001

PROJECT NAME: Humble Senior Center

DATE: 6/13/2024

ITEMIZED COST BREAKDOWN

DESCRIPTION	Connector Drive Lane with Mono Curb			
Labor				\$ 15,166.60
Material				\$ 35,265.37
Equipment				\$ 3,990.00
Sub				\$ 2,400.00
Other				\$ 360.00
ADDITIONAL DAYS REQUESTED FOR COMPLETION OF THIS CHANGE ORDER REQUEST.			7	
			DAYS	
Subtotal				\$ 57,181.97
Sales Tax (Equipment)				8.25%
Subtotal				\$ 329.18
Contractor Markup				5.00%
Contractor Overhead				5.00%
Bond Costs				0.00%
Total				\$ 63,262.26

Attachments:

Pricing Worksheet

Signature

Date

Texas Premier

CONCRETE SYSTEMS

Pricing Worksheet

RFC# 001

Date: 6/13/2024

Job Name: **Humble Senior Center**

Description: Connector Drive Lane with Mono Curb

									Labor	Material	Equipment	Sub	Other	Total
Prep Labor	8	Ea	30	Hrs/Ea	240	T/MH	\$ 42.00	P/Hr	\$ 10,080.00					\$ 10,080.00
Insurance	1	LS			1	LS	\$ 360.00	LS					\$ 360.00	\$ 360.00
Concrete	163	CY			152	P/CY				\$ 24,776.00				\$ 24,776.00
Pour	163	Cy	3	CY/MH	54	T/MH	\$ 46.00	P/Hr	\$ 2,499.33					\$ 2,499.33
Formwork	655	LF			2.2	PP/LF				\$ 1,441.00				\$ 1,441.00
Redwood	180	LF			4.25	P/LF				\$ 765.00				\$ 765.00
Rebar	73.9	CW			85	P/CW				\$ 6,283.37				\$ 6,283.37
Rebar Labor	73.9	CW			35	P/CW			\$ 2,587.27					\$ 2,587.27
Misc. Material	1	LS			1	LS	\$ 2,000.00	LS		\$ 2,000.00				\$ 2,000.00
Pump	1	Ea			1	Ea	\$ 2,500.00	Ea			\$ 2,500.00			\$ 2,500.00
Fuel	40	GL			6	P/GAL					\$ 240.00			\$ 240.00
Equipment	1	Ea			1	Ea	\$ 1,250.00	Ea			\$ 1,250.00			\$ 1,250.00
Mono Curb	600	lf			600	lf	\$ 4.00	lf				\$ 2,400.00		\$ 2,400.00
									\$ 15,166.60	\$ 35,265.37	\$ 3,990.00	\$ 2,400.00	\$ 360.00	\$ 57,181.97

Notes:

Paving based upon 3500 PSI concrete with #4 rebar on 18" centers.

Labor	\$ 15,166.60
Material	\$ 35,265.37
Equipment	\$ 3,990.00
Sub	\$ 2,400.00
Other	\$ 360.00
	\$ 57,181.97



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 11, 2024

ITEM TYPE: Agreement

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the approval of an Interlocal Agreement between the City of Humble and the Northeast Hospital Authority to provide funding in the amount of \$29,429.30 for the purchase of exercise equipment for the Senior Activity Center.

ATTACHMENTS:

UPDATED 07/09/2024: NHA -- ILA w Humble Senior Center

**INTERLOCAL AGREEMENT BETWEEN THE NORTHEAST HOSPITAL
AUTHORITY AND THE CITY OF HUMBLE, TEXAS TO PROVIDE
FUNDING FOR FITNESS EQUIPMENT, SHIPPING, AND
INSTALLATION AT THE HUMBLE SENIOR ACTIVITY CENTER.**

This Interlocal Agreement (the “Agreement”) is entered into between the **Northeast Hospital Authority** (the “Authority”) acting by and through its Board of Directors (the “Board”) and the **City of Humble, Texas** (the “City”), acting by and through its City Council, each a “Party” and collectively, the “Parties”.

Purpose. This Agreement is for the provision of funds to purchase a CORE STAR TRAC S SERIES TRC TREADMILL W/ LCD, a SPIRIT CT800 TREADMILL, a SPIRIT CT800/CT850 w/ MEDICAL HANDRAILS, a CORE STAR TRAC SERIES CROSS TRAINER W/ LCD, a NUSTEP T6 PRO RECUMBENT CROSS TRAINER, and a BODY SOLID12 NEOPRENE RACK W/ DUMBELLS (the “Equipment”) for use in the Humble Senior Activity Center. The provision of funds also includes the cost of Shipping and Installation. Per the Quote provided to the Authority, the purchase includes Bi-Annual Preventative Maintenance for 1 Year at no additional cost.

WHEREAS, Chapter 262 of the Texas Health and Safety Code authorizes the creation of the Authority to provide expenditure of funds for public health initiatives; and

WHEREAS, the City provided for the construction of the Humble Senior Activity Center (the “Center”) in order to provide for the public health of seniors 55 and older in the City’s jurisdiction; and

WHEREAS, the Humble Senior Activity Program, in use of the Humble Senior Activity Center, provides seniors 55 and older multiple activities focused on physical, mental, and emotional health and wellness; and

WHEREAS, the Board and the Council deem it to be the best interest of the health and general welfare of the residents of the Service Area to enter into this Agreement to provide funding for the purchase of the Equipment; and

WHEREAS, the Parties desire to enter into this Agreement as permitted by Texas Government Code Chapter 791 for the purposes of furthering governmental functions in which the Parties are mutually interested and to set forth the terms and conditions upon which the Parties will provide the funding for the Equipment;

NOW, THEREFORE, the Authority and the Council mutually agree to the following terms, rights and duties of the Parties as follows:

The Gift. The Authority hereby agrees to fund as a gift to the City the amount of twenty thousand, four hundred twenty-nine and 30/100 dollars (\$29,429.30) for the purchase of the Equipment detailed as follows:

**CORE STAR TRAC S SERIES TRC TREADMILL W/LCD
Spirit CT800 Treadmill**

Spirit CT800/CT850 Medical Handrails
CORE STAR TRAC S SERIES CROSS TRAINER W/ LCD
NuStep PRO RECUMBENT CROSS TRAINER
Body Solid12 Pair Neoprene Rack with Rack, Includes GDR24
Gold Biannually Preventative Maintenance Agreement 0-10 pieces of equipment (Free)
Shipping
Installation

The City hereby acknowledges the Gift and agrees to use the funds to purchase said Equipment for the use in the Humble Senior Activity Center. The Parties acknowledge that following receipt of funding, the City will make reasonable efforts to procure the aforementioned items under applicable local and state laws, consistent with the City's routine procurement methods. In the event that the items are unavailable or cannot be procured despite efforts (in whole or in part), the City will notify the Authority and return the unexpended donation funds, prior to the expiration of the Agreement. The Agreement will commence on the Effective Date, being the date in which both Parties have executed the Agreement and expire naturally one (1) year from said Effective Date.

Acknowledgement. The City understands and acknowledges that the Authority is a Hospital Authority created by Ordinance of the City of Humble, Texas, pursuant to the Hospital Authority Act, Chapter 262 of Texas Health and Safety Code (the "Act"). The City further understands that the Authority's ability to expend funds is subject to the provisions of Section 262.0331 of the Act, and the City agrees to use all funds provided by the Authority in accordance with this Agreement and in compliance with the Act.

Disbursement of Funds. Following the Effective Date herein, the Authority shall timely provide the Gift funds to the City upon ten (10) days' written notice to the Authority requesting the disbursement via means identified and detailed by the City. This transfer may include wire or physical check. The City is responsible for providing the details to the Authority to receive said Gift Funds.

Audit. The City agrees that, during the course of the Agreement, the Authority shall be entitled, when requested by the Authority during regular business hours upon reasonable notice and at the Authority's expense, to audit the books and records of the City solely with respect to the use of Gift funds in connection with the purchase of the Equipment as contemplated herein.

Title. Complete title and ownership of all equipment use to fulfill the requirements of this Agreement shall remain in the name of the City or the City's designee. Any required permits or operations shall remain in such name. Maintenance and operational funds for the aforementioned property shall be provided by the City or the City's designee. The Authority shall not be in any way responsible for any part of the operations, maintenance, liability, or upkeep of the Humble Senior Activity Center or its use of the Gift.

THE PARTIES INDIVIDUALLY AGREE, TO THE EXTENT ALLOWED BY LAW, TO INDEMNIFY, SAVE HARMLESS, AND DEFEND EACH OTHER, AND THE OTHER PARTY'S OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, CAUSES OF ACTION AND DAMAGES OF EVERY KIND ARISING FROM THE

OPERATIONS OF THE EQUIPMENT DESCRIBED HEREIN, INCLUDING ALL REASONABLE EXPENSES IN LITIGATION, COURT COSTS, EXPERT FEES AND REASONABLE ATTORNEY'S FEES.

Government Immunity. Reserved and Non-appropriation. By entering into this Agreement, the Parties, individually and collectively, shall not be construed as having consented to suit, to a waiver of their governmental immunity, or to a waiver of any remedies they may have lawfully available to them pursuant to applicable law. No debt shall be incurred by either Party as a result of, or pursuant to, this Agreement. To the extent applicable, in the event the City of Humble fails to appropriate funding for this Agreement during budget planning and adoption for the fiscal year following the Effective Date herein, the City may terminate this Agreement with a thirty (30) days written notice to Authority, without incurring a breach hereto.

Amendments to Agreement. This Agreement may only be amended in a written amendment to the Agreement executed by the Authority and the City. This Agreement replaces and supersedes any previous oral or written representations or agreements in connection with or relating to the Gift, except as may be otherwise specifically provided in this Agreement.

No Estoppel. Failure upon the party of a party to enforce any provision of this Agreement shall not act as a waiver of compliance or estoppel against that party.

Best Efforts. The Parties to this Agreement concede to using their best efforts to mutually negotiate and resolve all questions and problems if and when they arise.

Attorney's Fees. Each party shall be responsible for its own attorney's fees in any matter arising out of this Agreement.

No Assignment. This Agreement, and all the rights, duties and obligations thereunder, are not and shall not be assignable by any Party.

Venue. This agreement shall be construed under the laws of the State of Texas and venue for any action arising of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

Severability. Any covenant, condition or provision of this Agreement that is held to be invalid by any Court of competent jurisdiction shall be deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision contained in this Agreement.

No official liability; relationship of the Parties. The Parties hereto agree that in no event shall any member of their respective governing bodies nor their officers, agents, or employees ever be held individually liability for this Agreement, any activities associated therewith, or any breach thereof. No Party shall be considered the agent, partner, fiduciary or employee or any other party, in its performance of any and all the duties under any transactions covered by this Agreement. No Party shall be deemed to have any fiduciary relationship to any other party other than those stated herein.

Execution by Counterparts. This Agreement is being executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together shall constitute one and the same Agreement.

Effective Date. This Agreement shall become effective immediately upon its approval by the governing bodies of all the Parties (“Effective Date”). Each official signing this Agreement does so on behalf of a governing body of an entity that has approved this Agreement.

ACCEPTED AND AGREED TO:

NORTHEAST HOSPITAL AUTHORITY

CITY OF HUMBLE, TEXAS

By: _____

By: _____

Name: Roy Hearnberger

Name: Norman Funderburk

Title: President

Title: Mayor

Date: _____

Date: _____

Attest:

Maria Jackson, City Secretary



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 11, 2024

ITEM TYPE: Contract

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the approval of a contract between the City of Humble and Harris County Emergency Corps to provide Fire/EMS dispatch services in the amount of \$10,675 per month plus equipment and unit pricing on a per-call basis.

ATTACHMENTS:

[2024 CONTRACT - Dispatch - Humble FD](#)
[PO 50962](#)

EMERGENCY COMMUNICATION CENTER
DISPATCH SERVICE AGREEMENT

This agreement is made on this ____ day of _____, 20____, between Harris County Emergency Corps, hereinafter referred to as "HCEC", and City of Humble Fire Department, hereinafter referred to as a "Dispatch Client."

RECITALS:

- A. WHEREAS, HCEC provides emergency dispatch and communication services; and
- B. WHEREAS Dispatch Client is an all hazards emergency service provider for a geographic area of the State of Texas the boundaries of which Dispatch Client has provided to HCEC; and
- C. WHEREAS Dispatch Client desires to obtain emergency dispatch and communications services as well as Computer Aided Dispatching (CAD) information and monthly reporting data pushes (for Firehouse, ESO ePCR, and current MDTs) for its operations; and
- D. WHEREAS HCEC desires to provide such services and has the necessary equipment, training, and expertise to do so,

NOW, THEREFORE, in consideration of mutual covenants and promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Responsibilities of HCEC.* During the term of this Agreement, HCEC agrees to provide the following services to the Dispatch Client:
 - (a) Receive and dispatch all calls for emergency services within Dispatch Client's geographic boundaries as provided to HCEC and mutual aid requests submitted from any geographical area outside of the Dispatch Client's geographical boundaries;
 - (b) Maintain a computer dispatch record of all calls received and pertinent time records of those calls;
 - (c) Maintain an audio library of all radio/telephone traffic of calls to Dispatch Client for review by the designated Dispatch Client representative;
 - (d) Coordinate communications needs of Dispatch Client based upon the capabilities of HCEC's communications system;
 - (e) Provide Dispatch Client with certain periodic reports as more specifically identified in Exhibit A; and

- (f) Provide Dispatch Client an invoice monthly for billing and auditing purposes.

2. *Responsibilities of the Dispatch Client.* In consideration of the services to be provided to the Dispatch Client by HCEC, it is mutually agreed and consented to that the Dispatch Client shall provide HCEC with the following:

- (a) A detailed description of Dispatch Client's response area, which may include metes and bounds, physical descriptions, or maps of the area;
- (b) The installation and operations readiness of two radios (with two backup) with tone remote control capability and external roof mounted antenna with a back-up unit. The charges for the use of the lines shall be billed to the Dispatch Client including 911 incoming emergency lines;
- (c) As Dispatch Client does not operate under its own independent FCC license, Dispatch Client will supply to HCEC a copy of the FCC license used by Dispatch Client;
- (d) Record of Dispatch Client's adoption of all reasonable current and future operating procedures and policies that are being used by HCEC within 60 days of Dispatch Client's receipt of said procedures and policies from HCEC; and
- (e) A signed copy of HCEC's Standard Operating Procedures for emergency medical dispatch within 60 days of Dispatch Client's receipt of said procedures from HCEC.

3. *Consideration for Services Provided by HCEC.* The Dispatch Client shall pay HCEC based on EXHIBIT A for services being rendered due and payable on the first day of each month. This monthly flat fee is based on Dispatch Client's average call volume billed at \$30/call/month. After December 31, 2026, HCEC may reasonably change the monthly flat-fee amount to be charged with 90 days' notice to Dispatch Client. In the event Dispatch Client finds such a change unacceptable, Dispatch Client may terminate this agreement subject to the provisions of Paragraph 5.

4. *Assignment.* The interest, obligations and duties of the parties and the rights under this Agreement may be transferred only with prior written consent of the parties hereto. Any assignment or attempted assignment not in accordance with this provision shall be void.

5. *Term & Termination.* This Agreement is for an initial term of one (1) year, commencing as of January 1, 2024. The Agreement shall automatically renew for additional one-year periods unless otherwise terminated as provided herein. In addition, either party may terminate this Agreement without cause at any time by giving the other party ninety (90) days' advance written notice of termination and either party may terminate this Agreement for cause for a breach of any term of this Agreement upon

providing fifteen (15) days advance written notice to the breaching party, setting forth the nature of the breach, if the party receiving such notice does not cure the breach within the fifteen (15) day period. Dispatch Client shall pay any amounts due to HCEC within thirty (30) days after termination of this Agreement. HCEC shall return all equipment owned by Dispatch Client (if any) within thirty (30) days after termination of this Agreement.

6. *Notices.* All notices or requests provided for or permitted to be given pursuant to this Agreement must be in writing and may be given or served by depositing the same in the United States mail, addressed to the party to be notified, post-paid, and registered, or certified with return receipt requested, or by delivering such notice in person to such party. Notices given or served pursuant hereto shall be effective upon receipt by the party to be notified. All notices shall be addressed to HCEC or the Dispatch Client at the following respective address:

In the case of HCEC:

Harris County Emergency Corps
ATTN: Jeremy Hyde
2800 Aldine Bender Rd.
Houston, Texas 77032

With copy to:

Mark Smith
2800 Aldine Bender Rd.
Houston, TX 77032
mark@jmsmithlaw.com

In the case of the Dispatch Client:

[INSERT CONTACT INFORMATION]

By giving HCEC and/or the Dispatch Client at least 10 days' written notice thereof, HCEC and/or the Dispatch Client and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

7. *Mediation of Disputes.* The parties agree any and all disputes, controversies, claims, causes of action or demands arising out of or relating to this Agreement or any of its provisions, whether in contract, tort, or otherwise, at law or in equity, including but not limited to any action for breach of contract, for damages or any other relief, first shall be

submitted to mediation prior to filing any claims with the appropriate legal authority, either judicial or administrative. Mediation shall be conducted by a mutually agreeable mediator. In the event the parties cannot agree on a mediator, the American Arbitration Association shall choose a mediator for the dispute. The parties agree to share the costs of mediation evenly.

8. *Exclusive Terms.* This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he or it has relied on his or its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

9. *Contract Governed by Texas Law.* This agreement and performance hereunder shall be construed in accordance with the laws of the State of Texas.

10. *Contract Binding.* This agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors, and assigns.

11. *Entire Agreement.* This Agreement contains the entire Agreement between HCEC and the Dispatch Client relative to the operation of the communication center. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

12. *Severability.* If any provision of the Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13. *Independent Contractor.* Each party is an independent contractor and nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between the parties. Each party shall control and direct the methods by which it performs its responsibilities hereunder. Except as provided herein,

neither party is authorized to act on behalf of the other in any other matter whatsoever.

14. *Force Majeure*. Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, terrorism, explosion or inability due to any of the aforementioned causes to obtain labor, materials, roadways or facilities. In addition to the above, Provider shall be excused for failures and delays in performance of its obligations under this Agreement due to adverse weather conditions, natural physical barriers, such as mountains, hills or washes, traffic conditions, natural disasters and/or other limitations of access to the person requiring Services. Such conditions may impede or effect or block Provider's efforts to provide Services and/or ability to utilize some or all of its Services' equipment. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.

AGREED and entered into this ____ day of _____, 20__:

Harris County Emergency Corps

City of Humble Fire Department

By: Jeremy Hyde
President/EMS Director

By:
Title:

EXHIBIT A

FEES:

2024 Calendar year: \$10,675/month

2025-2026 Calendar year: \$30/call based on prior year call volume

***MDT or Dispatch Client requested specialty software-related fees will be billed to the client without markup with prior written consent.

FIRST YEAR: \$400/MDT/year for initial license

Second year and beyond support for MDT charges are \$200/MDT/year for CAD software support.

RADIOS: One-time pass through cost to procure radio equipment for our dispatch center is \$17,991.96.

HCEC shall provide Dispatch Client with the following reports:

Monthly Call Volume Reports

These reports shall be provided at no additional charge to Dispatch Client. If Dispatch Client requests additional reports, HCEC may charge additional fees for such reports.

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made and entered into by and between Harris County Emergency Corps (collectively referred to herein as "Covered Entity") and the City of Humble Fire Department, a political subdivision of the State of Texas ("Business Associate").

RECITALS

- A. Covered Entity may disclose or make available to Business Associate, and Business Associate may use, disclose, receive, transmit, maintain or create from or on behalf of Covered Entity, certain information in conjunction with services being provided by Business Associate to or on behalf of Covered Entity.
- B. The parties are committed to compliance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under, including the HITECH Act, as amended from time to time (collectively "HIPAA").
- C. The purpose of this Agreement is to satisfy the obligations of Covered Entity under HIPAA and to ensure the integrity and confidentiality of "Protected Health Information" Disclosed or made available to Business Associate and certain information that Business Associate uses, discloses, receives, transmits, maintains or creates from or on behalf of Covered Entity.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

- A. "Business Associate" shall generally have the same meaning as the term "business associate" at HIPAA 45 CFR 160.103, and in reference to the party to this agreement, shall mean [INSERT NAME].
- B. "Covered Entity" shall generally have the same meaning as the term "covered entity" at HIPAA 45 CFR 160.103, and in reference to the party to this agreement, shall mean Harris County Emergency Corps.
- C. "Breach Notification Rule" shall mean the provisions of 45 C.F.R. Part 160 and 164, Subpart D, entitled "Notification in the Case of Breach of Unsecured Protected Health Information."
- D. "Breach" shall have the same meaning as that term is defined and used within the Breach Notification Rule.
- E. "Discovery" shall mean, with respect to a Use or Disclosure by Business Associate a. not provided for by this Agreement including, without limitation, any Breach, the earlier to occur of: (1) Business Associate's actual knowledge of such Use or Disclosure; (2) the first day on which Business Associate, by exercising reasonable diligence, reasonably would have known of such Use or Disclosure; or (3) the first day on which such Use or Disclosure reasonably would have been known, by exercising reasonable diligence, to any person, other than the person committing the Use or Disclosure, who is an employee, officer or other agent of the Business Associate.
- F. "Covered Account" shall mean (1) any account Covered Entity maintains, or Business Associate maintains on Covered Entity's behalf, primarily for personal, family or household purposes that

involves or is designed to permit multiple payments or transactions, including one or more deferred payments; and (2) any other account Covered Entity maintains, or Business Associate maintains on Covered Entity's behalf, for which there is a reasonably foreseeable risk to individuals (e.g., patients, employees) or to the safety and soundness of the Covered Entity from Identity Theft.

- G. "Electronic Protected Health Information" or "ePHI" shall have the same meaning as the term "electronic protected health information" in the Security Rule, to the extent such information is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity.
- H. "Identify Theft" shall mean a fraud committed or attempted using the Identifying Information of another person without authority.
- I. "Identifying Information" shall mean a Person's name, address, telephone number, social security number, date of birth, driver's license number or other state issued identification number, alien registration number, government passport number, employer or taxpayer identification number, student identification number, computer's Internet Protocol address or routing code, credit card number (in whole or in part) and credit card expiration date.
- J. "Individual" shall have the same meaning as the term "individual" in the Privacy Rule, and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.
- K. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Information at 45 C.F.R. part 160 and part 164, subparts A and E, as amended from time to time.
- L. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in the Privacy Rule, to the extent such information is created, maintained, received, or transmitted by Business Associate from or on behalf of Covered Entity.
- M. "Required by Law" shall have the same meaning as "required by law" as used in the Privacy Rule.
- N. "Security Breach" shall mean an incident of unauthorized access to or Disclosure of unencrypted and/or un-redacted records or data containing Identifying Information or where illegal use of Identifying Information has occurred or is reasonably likely to occur or that creates a material risk of harm to an individual. Breach shall also include the acquisition, access, use, or disclosure of protected health information in a manner not permitted under HIPAA subpart E, which compromises the security or privacy of the protected health information. Good faith acquisition of Identifying Information by an authorized employee or individual of the Covered Entity or Business Associate for a legitimate purpose is not considered a Security Breach, provided that the information is not used for a purpose other than a lawful purpose and is not considered an unauthorized Disclosure under the Privacy Rule.
- O. "Security Incident" shall have the same meaning as the term "security incident" in the Security Rule.
- P. "Security Rule" shall mean the Health Insurance Reform: Security Standards at 45 C.F.R. Part 160 and Part 164, subparts A and C, as amended from time to time.

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are given in the Privacy Rule and the Security Rule.

2. Scope. This Agreement applies to all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any

form or medium whatsoever. As of the effective date of this Agreement, this Agreement automatically extends to and amends all existing agreements between Covered Entity and Business Associate involving the Use or Disclosure of PHI. This Agreement shall automatically be incorporated into all subsequent agreements between Covered Entity and Business Associate involving the creation, maintenance, Use or Disclosure of PHI, whether or not expressly referenced therein.

3. Purpose; General Rules. This Agreement sets forth the terms and conditions pursuant to which PHI that is Used, Disclosed, received, transmitted, maintained, or created by Business Associate from or on behalf of Covered Entity will be handled by Business Associate. Business Associate hereby provides to Covered Entity its assurance that all such PHI shall be appropriately safeguarded, and Business Associate shall comply with HIPAA subpart C of 45 CFR Part 164 (Security Rule) with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement. Except as otherwise specified herein, Business Associate may make all Uses and Disclosures of PHI necessary to perform its obligations to Covered Entity under any written agreement with Covered Entity or pursuant to Covered Entity's written instruction, provided that such Use or Disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity. All other Uses and Disclosures not Required by Law, authorized by this Agreement or authorized by any other written agreement with Covered Entity or Covered Entity's written instructions are prohibited. Business Associate may disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors, and agents, in accordance with Section 5(e) below; (ii) as directed by Covered Entity; or (iii) as otherwise permitted by the terms of this Agreement or as Required by Law.

4. Minimum Necessary. Business associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.

5. Permitted Activities of Business Associate. Unless otherwise limited by this Agreement, Business Associate may:

- A. Use PHI in its possession if necessary for its proper management and administration of Business Associate and to fulfill any present or future legal responsibilities provided that such Uses are permitted under federal and state confidentiality laws;
- B. Disclose PHI in its possession if necessary for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities provided that: such Disclosures are permitted under federal and state confidentiality laws; Covered Entity has been provided prior notice and opportunity to object to the Disclosure; and: (i) the Disclosures are Required by Law, as provided for in the Privacy Rule; or (ii) Business Associate has received from the third party(ies) reasonable assurances regarding its confidential handling of such PHI, and their compliance with HIPAA subpart C of 45 CFR Part 164 (Security Rule) and that the PHI will be Used or further Disclosed only as Required by Law or for the purpose for which it was disclosed to the third party(ies), as required under the Privacy Rule;
- C. Except as otherwise limited in this Agreement, Use PHI to provide Data Aggregation services relating to the health care operations of the Covered Entity as permitted by the Privacy Rule; and
- D. De-identify any and all PHI provided that the de-identification conforms to the requirements of the Privacy Rule and further provided that Business Associate provides to Covered Entity the documentation required by the Privacy Rule. Information so de-identified does not constitute "PHI" and is not subject to the terms of this Agreement.
- E. Business Associate may Use PHI to report violations of law to appropriate federal and state authorities consistent with 42 C.F.R. §164.502U)(1).

6. Protection of PHI by Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

- A. Not Use or further Disclose PHI other than as permitted or required by this Agreement or as Required by Law. Notwithstanding anything contained in this Agreement or any other agreement or understanding between Covered Entity and Business Associate to the contrary, Business Associate shall not further disclose PHI to any third party for purposes other than "treatment," "payment" or "health care operations," as those terms are used and defined within the Privacy Rule, without the prior, written consent of Covered Entity. To the extent Covered Entity's written consent is given to make such Disclosures, Business Associate shall: (a) Maintain records of each such Disclosure containing, at a minimum, the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the Disclosure; and (b) Provide, upon request, to Covered Entity or to the Individual to whom the PHI relates an accounting of all such Disclosures in accordance with the Privacy Rule and 45 C.F.R. § 164.528. Business Associate shall keep Covered Entity informed of all Disclosures of PHI covered by this Agreement made by Business Associate. In the event Business Associate Discloses PHI to any third party for purposes other than "treatment," "payment" or "health care operations," as those terms are used and defined within the Privacy Rule, Business Associate shall provide prompt notice of the date and purpose of such Disclosure as well as the name and address of the recipient.
- B. Use appropriate, commercially reasonable safeguards in compliance with HIPAA subpart C of 45 CFR Part 164 (Security Rule) to prevent the Use or Disclosure of PHI other than as provided for by this Agreement.
- C. Report to the designated privacy officer of Covered Entity any Use or Disclosure of PHI not provided for by this Agreement, including without limitation: (i) any Breach; or (ii) any Disclosure of PHI to any unauthorized subcontractor, within ten (10) days of its discovery. Such report shall include, to the extent possible, the identification of each individual who's PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used or Disclosed. Further, Business Associate shall provide such other available information as may be required to permit Covered Entity to comply with its obligations under the Breach Notification Rule (including the results of any risk assessment to determine the probability that the PHI had been compromised) as soon as such information is reasonably available to Business Associate, but in no event later than twenty (20) days following the date the Breach is discovered.

Business Associate will notify Covered Entity prior to any communication with individuals affected by any Breach and will reasonably coordinate with Covered Entity regarding the contents of such communication.

- D. Establish procedures for mitigating any deleterious effects of any improper Use and/or Disclosure of PHI of which Business Associate becomes aware.
- E. Ensure that any agents, including a subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply to Business Associate with respect to such information.
- F. Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a "Designated Record Set," to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under the Privacy Rule.
- G. Make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to the Privacy Rule at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

- H. Make its internal practices, books, agreements, policies, procedures and records relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, as well as the Secretary of the Department of Health and Human Services, at a time and in the manner designated by Covered Entity, for purposes of determining Covered Entity's compliance with the Privacy Rule, subject to attorney-client and other applicable privileges.
- I. Make available, upon prior request and during normal business hours, all records, books, agreements, policies and procedures relating to the Use/Disclosure of PHI to Covered Entity for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Agreement.

7. Covered Entity. With regard to the Use and Disclosure of PHI by Business Associate, Covered Entity agrees to:

- A. Provide Business Associate with the notice of privacy practices that it produces in accordance with the Privacy Rule, as well as inform Business Associate of any changes in said notice.
- B. Inform Business Associate of any changes in, or revocation of, permission by the Individual to Use or Disclose PHI, if such changes affect Business Associate's permitted or required Uses or Disclosures.
- C. Notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with the Privacy Rule.

8. Security Safeguards. In the event that Business Associate creates, maintains, receives, transmits, discloses, Uses or otherwise exchanges data electronically, in addition to the other provisions of this Agreement, Business Associate shall abide by the terms and conditions of this Section.

- A. Information Safeguards. Business Associate shall develop, implement, maintain and use, at its own expense, such appropriate administrative, technical and physical safeguards as may be required from time to time to maintain compliance with HIPAA, the HITECH Act, and any other applicable law and regulation, and to preserve the availability, integrity and confidentiality of PHI that it receives, maintains and transmits on behalf of Covered Entity and to prevent non-permitted or violating Use or Disclosure of PHI. Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides PHI implements reasonable and appropriate safeguards to protect PHI as required under this subsection A of this Section and documents such safeguards in writing and makes such written safeguards available to Covered Entity upon Covered Entity's request.

Business Associate shall immediately report to the designated privacy officer of Covered Entity any successful Security Incident of which Business Associate or any agent or subcontractor of Business Associate becomes aware, including any unauthorized access, Use, Disclosure, modification, or destruction of PHI or interference with system operations in an information system affecting an Individual's PHI. For other Security Incidents (e.g., an attempted, but unsuccessful, unauthorized access or use), Business Associate shall document such incidents, (including the results of any risk assessment to determine the probability that the PHI had been compromised) and any changes or remedial procedures adopted to address such incidents, and provide aggregate reports of the same to Covered Entity from time to time and at Covered Entity's request.

- B. Standard Transactions. If Business Associate conducts "Standard Transactions," as that term is defined within 45 C.F.R. Part 162, for or on behalf of Covered Entity, Business Associate will comply and will require each subcontractor or agent involved with such Standard Transactions, to comply, with each applicable requirement of 45 C.F.R. Part 162. Business Associate will not enter

into, or permit its subcontractors or agents to enter into, any agreement in connection with the Standard Transactions conducted for or on behalf of Covered Entity that: (i) changes the definition, data condition, or use of a data element or segment in a Standard transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.

9. Identity Theft Protection / "Red Flag" Rule Compliance. To the extent Business Associate has access to Covered Accounts, Business Associate will maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of Identity Theft including notification to Covered Entity of any Security Breach. Business Associate will provide access to these policies and procedures to the Covered Entity for review upon request to validate their existence.

10. Term. This Agreement shall be effective as of the later of «ADD date here > or the date Business Associate first held, transmitted, disclosed, received or created PHI from or on behalf of Covered Entity. The term of this Agreement shall commence on the effective date hereto and shall continue in effect until terminated as provided in this Agreement.

11. Termination. This Agreement shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is returned or destroyed (as directed by Covered Entity) to Covered Entity, or, if it is infeasible to return or destroy (as directed by Covered Entity) all of the PHI, protections are extended to such information in accordance with the provisions of subsection B of this Section.

- A. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement, along with any other written agreement between Covered Entity and Business Associate that relate to the act or omission constituting the material breach, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity. If a cure is not reasonably possible, Covered Entity may immediately terminate this Agreement and any such other agreement upon its knowledge of the material breach.
- B. Effect of Termination. Except as provided in this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy (as directed by Covered Entity) all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, including such PHI that is in the hands of agents or subcontractors, and Business Associate shall retain no copies of the PHI. In the event Business Associate determines that returning or destroying (as directed by Covered Entity) the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. The respective rights and obligations of Business Associate set forth within this Section shall survive the termination of this Agreement, for whatever reason.

12. Indemnification. Business Associate will indemnify, defend and hold harmless Covered Entity and any of Covered Entity's affiliates, and their respective officers, directors, employees and agents ("Indemnitees") from and against any claim, cause of action, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees and court costs) arising out of or in connection with any unauthorized or prohibited Use or Disclosure of PHI or any other breach of this Agreement by Business Associate or any subcontractor, agent or person under Business Associate's control. In the event claim is made against an Indemnitee for any such claim, cause of action, liability, damage, cost or expense, Covered Entity may, at its sole option: (i) tender the defense to Business Associate, who shall provide

qualified and competent counsel to represent the Indemnitee's interest at Business Associate's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Business Associate responsible for all reasonable costs thereof. In any event, Covered Entity shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.

13. Injunctive Relief; Acknowledgment. Business Associate acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate professional and business interests of Covered Entity and to ensure Covered Entity's compliance with the HIPAA Privacy Rule, Security Rule, the HITECH Act and other applicable laws and regulations. Business Associate further acknowledges and agrees that a breach of the covenants contained in this Agreement will cause irreparable harm to Covered Entity and that damages arising from any such breach may be difficult to ascertain and no adequate legal remedy exists. Accordingly, Covered Entity shall be entitled to receive injunctive relief and/or specific performance and damages, as well as any and all legal or equitable remedies to which it may be entitled.

14. Audit. Covered Entity reserves the right to audit Business Associate's use and disclosure of PHI, as well as Business Associate's safeguards to protect said Information, during regular business hours with forty-eight hours written prior notice. Covered entity also reserves the right to delegate this audit right to a third party; and alternatively, covered entity reserves the right to require Business Associate to have an audit performed by a third party and provide the results to Covered Entity.

15. Awareness & Training. Business Associate agrees to provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement. Business Associate agrees to review and understand all applicable HIPAA and HITECH Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA and HITECH Rule, as well as any applicable amendments

16. Ineligible Persons. Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

17. Personnel Changes. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

18. Miscellaneous.

- A. No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement. Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.
- B. References. A reference in this Agreement to a section in the Privacy Rule or a section in the Security Rule means the section as in effect or as amended, and for which compliance is required.

- C. Amendment. No amendment to this Agreement shall be effective until reduced to writing and signed by the parties. Notwithstanding the foregoing, this Agreement shall be deemed automatically amended to the extent necessary for Covered Entity to continue to comply with the requirements of HIPAA and its implementing regulations, including, without limitation, the Privacy Rule, the Security Rule and the Breach Notification Rule, as those requirements may be amended from time to time.
- D. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity, in the opinion of its counsel, to comply with the Privacy Rule and the Security Rule.
- E. Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
- F. Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- G. Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement shall govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of Business Associate to Covered Entity shall apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.
- H. Headings. The headings of each section are inserted solely for purposes of convenience and shall not alter the meaning of this Agreement.
- I. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the effective date set forth above.

“Covered Entity”

“Business Associate”

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Issue Date: _____

Issue Date: _____

Humble Fire Rescue

108 West Main
Humble, TX 77338
Phone: 8326712337
Requested By: Wyatt Watkins



Humble Fire/Rescue Purchase Order

Date: 07/02/2024
P.O. #: 50962
Customer:

Supplier
Harris County Emergency Corps

Ship To
MAIN SUPPLY ROOM
108 West Main
Humble, TX 77338
Phone: 8326712337

Comments
01-6131-03-00

Quantity	Part Number	Description	Cost	Total
1.	7 1 (1)	MDT	MDT Annual Maintenance	\$400.00 \$2,800.00
2.	1 1 (1)	monthly-dispatch-fee	Monthly Dispatch Fee	\$10,675.00 \$10,675.00
3.	1 1 (1)	Radio Fee (one time)	One time radio set up fees	\$17,991.96 \$17,991.96

Total Parts: \$31,466.96

Order Total	
Part Total:	\$31,466.96
Tax:	\$0.00
Shipping:	\$0.00

Total: \$31,466.96

Approved by:

Signature: _____

Date: _____

Signature: _____

Date: _____



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 11, 2024

ITEM TYPE: Development Plat

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the approval of a Development Plat of Wellspire Medical Office Building a commercial development of 4.1126 acres of land situated in Unrestricted Reserve "A" and Unrestricted Reserve "C" of the Air 59 Commerce Center replat and extension, being a subdivision in the W.B. Adams Survey, City of Humble, Harris County, Texas.

ATTACHMENTS:

[18234 HWY 59- WELLSPIRE MEDICAL PLAT](#)
[Application for Development Plat](#)



BENCHMARK ENGINEERING CORPORATION
ENGINEERING • PLANNING • LAND SURVEYING

TEXAS BOARD OF PROFESSIONAL ENGINEERS
REGISTRATION NUMBER F-6788
2401 FOUNTAINVIEW DRIVE, SUITE 500
HOUSTON, TEXAS 77057
(713) 266-9930

CONSULTING ENGINEERS

FAX (713) 266-3804

A Development Plat of Wellspire Medical Office Building
RE: Request to be put on the addenda for July 11, 2024

To: Maria Jackson
City Secretary, City of Humble
114 W Higgins St.
Humble, TX 77338

Ms. Jackson,

Benchmark Engineering, on behalf of the owners, developers, and agents of Wellspire Medical, respectfully request to be out on the addenda for City Council meeting to be held on Thursday, July 11, 2024 for review and approval for the development plat titled "A Development Plat of Wellspire Medical Office Building". This development is located on Will Clayton Pkwy east of I-59 and has been assigned the address of 18234 Hwy 59, Humble, TX 77338.

Sincerely,

Robin M French



APPLICATION FOR SUBDIVISION PLAT APPROVAL

Contact Information:

Name: Akash Gupta

(if, company or corporation, name of officer)

Developer: Wellspire Medical

Phone: 281-747-9162

Address: 1702 FM 1960 Bypass Rd E. Humble, TX 77338

Architect or Engineer: Benchmark Engineering Corp.

Phone: 713-266-9930

Address: 2401 Fountainview Dr, Suite 500, Houston, TX 77057

Applicant: Robin French - Benchmark Engineering Corp.

Phone: 713-266-9930

Address: 2401 Fountainview Dr, Suite 500, Houston, TX 77057

Plat Name: A Development Plat of
Wellspire Medical Office Building

Plat Location: 18210 Eastex Fwy, Humble, TX 77338

Survey: _____ Abstract No.: _____

Res "A" Block 1 - Air 59 Commerce Center R/P & Extn

Geographic Location: (List only major streets, bayous or creeks)

Will Clayton Pkwy

detention pond

I-69

railroad tracks

North of

South of

East of

West of

Council Action Requested:

☐ Final

☐ Preliminary

☐ Street Dedication

☐ Amending Plat

☐ Replat

☒ Development

☐ Street Pattern Only

☐ Vacating Subdivision

Plat Type:

☐ Residential

☒ Commercial/Industrial

☐ Private Street Plats

Planned Improvements:

Streets: ☐ Public

☐ Private

☒ Concrete C&G

Drainage System: ☒ Storm Sewer

Sanitary System: ☒ City

Water Systems: ☒ City

Existing Easements – Fee Strips:

5' Landscape Setback, 10' Bldg & Parking Setback, 10' Landscape & Parking Setback, 25' Bldg Setback - HCCF RP-2017-65131

20' Landscape & Parking Setback, - HCCF RP2017-65131, Access & Drainage Easement (No. 5) - HCCF RP-2016-26979 15' Sanitary Sewer Easement - HCCF 20130386030

Plat Data:

Regular Subdivision
Acreage:
Lots:
Acres in reserve (Restricted/Unrestricted):
Typical Lot Size:
Public Street Footage (Final Plat Only):
Major Thoroughfare Footage (Final Only):
Open Space Acreage:
Parking Provided:

Private Street Plat
Acreage:
Lots:
Dwelling Units:
Typical Lot Size:
Density (DU/AC):
Acres in Reserve:
Open Space:
Public Street (Final)
Major Street (New)
Major Street (Widening)
Private Street
Parking Required

I CERTIFY THAT THE INFORMATION ON THIS FORM IS COMPLETE, TRUE AND CORRECT AND THE UNDERSIGNED IS AUTHORIZED TO MAKE THIS APPLICATION.

Applicant Signature: _____ Date: _____

For Department Use Only

() Form Completed () Base Fee: \$25.00 () Title Opinion () Encumbrance Statement

Application Accepted By: _____

Application Date: _____

City Manager or Designee

TAX CERTIFICATE



ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR
1001 PRESTON, SUITE 100
HOUSTON, TEXAS 77002

Issued To:

ASC LAND VENTURES LLC
1702 FM 1960 BYPASS RD E
HUMBLE, TX 77338-3916
USA

Legal Description

RES A BLK 1
AIR 59 COMMERCE CENTER R/P & EXTN

Parcel Address: 18210 EASTEX FWY

Legal Acres: 2.4630

Account Number: 137-451-001-0001

Certificate No: 12326620

Certificate Fee: \$10.00

Print Date: 05/02/2024 11:20:48 AM

Paid Date:

Issue Date: 05/02/2024

Operator ID: EAVILA

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2023. AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:

Certified Owner:

ASC LAND VENTURES LLC
1702 FM 1960 BYPASS RD E
HUMBLE, TX 77338-3916
USA

Certified Tax Unit(s):

40 Harris County
41 Harris County Flood Control Dist
42 Port of Houston Authority
43 Harris County Hospital District
44 Harris County Dept. of Education
45 Lone Star College System
62 City of Humble

2023 Value:	1,050,000
2023 Levy:	\$9,324.45
2023 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00



Reference (GF) No: N/A

Issued By:

ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR

TAX CERTIFICATE



ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR
1001 PRESTON, SUITE 100
HOUSTON, TEXAS 77002

Issued To:

MEHTA TEJAS
1702 FM 1960 BYPASS RD E
HUMBLE, TX 77338-3916
USA

Legal Description

RES C BLK 1
AIR 59 COMMERCE CENTER R/P & EXTN

Parcel Address: 0 WILL CLAYTON DR

Legal Acres: 1.6500

Account Number: 137-451-001-0003

Certificate No: 12326621

Certificate Fee: \$10.00

Print Date: 05/02/2024 11:21:03 AM

Paid Date:

Issue Date: 05/02/2024

Operator ID: EAVILA

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2023. AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:

Certified Owner:

MEHTA TEJAS
1702 FM 1960 BYPASS RD E
HUMBLE, TX 77338-3916
USA

Certified Tax Unit(s):

40 Harris County
41 Harris County Flood Control Dist
42 Port of Houston Authority
43 Harris County Hospital District
44 Harris County Dept. of Education
45 Lone Star College System
62 City of Humble

2023 Value:	700,000
2023 Levy:	\$6,216.29
2023 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00



Reference (GF) No: N/A

Issued By:

ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR

TAX CERTIFICATE FOR ACCOUNT : 137-451-001-0001

AD NUMBER: 1374510010001

GF NUMBER:

CERTIFICATE NO : 7167351

COLLECTING AGENCY

MELODY S. JONES

P.O. BOX 4020

HUMBLE ISD

HOUSTON TX 77210

REQUESTED BY

ASC LAND VENTURES LLC

1702 FM 1960 BYPASS RD E

HUMBLE TX 77005

PAGE 1 OF 1

DATE : 5/2/2024

FEE : \$10.00

PROPERTY DESCRIPTION

RES A BLK 1|AIR 59 COMMERCE CE

NTER R/P & EXTN

0018210 EASTEX FWY

2.463 ACRES

PROPERTY OWNER

ASC LAND VENTURES LLC

1702 FM 1960 BYPASS RD E

HUMBLE TX 773383916

THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE HUMBLE ISD TAX ASSESSOR-COLLECTOR REFLECT THE TAX, INTEREST, AND OTHER STATUTORY FEES THAT HAVE BEEN ASSESSED AND ARE NOW DUE TO THE TAXING ENTITIES AND FOR THE YEARS SET OUT BELOW FOR THE DESCRIBED PROPERTY HEREIN. THE HUMBLE ISD TAX ASSESSOR-COLLECTOR MAKES NO CERTIFICATION AS TO THE AMOUNT OF TAX, PENALTY, INTEREST, OR OTHER FEES ASSESSED BY OR DUE ANY TAXING ENTITY FOR THE YEAR OR YEARS FOR WHICH THE HUMBLE ISD TAX ASSESSOR-COLLECTOR DID NOT HAVE THE STATUTORY DUTY TO COLLECT OR KEEP RECORDS OF SUCH COLLECTION. ADDITIONAL TAXES MAY BECOME DUE ON THE DESCRIBED PROPERTY, WHICH ARE NOT REFLECTED HEREIN, IF THE SAID DESCRIBED PROPERTY HAS OR IS RECEIVING ANY SPECIAL STATUTORY VALUATIONS THAT MAY TRIGGER TAX ROLLBACK PROVISIONS. THIS CERTIFICATE APPLIES TO ADVALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVIES.

CURRENT VALUES			
LAND MKT VALUE:	1,050,000	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	1,050,000	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2023	HUMBLE I.S.D	0.00	0.00	0.00	0.00	0.00	0.00
2023 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 5/2024 : \$0.00

ISSUED TO :

ASC LAND VENTURES LLC

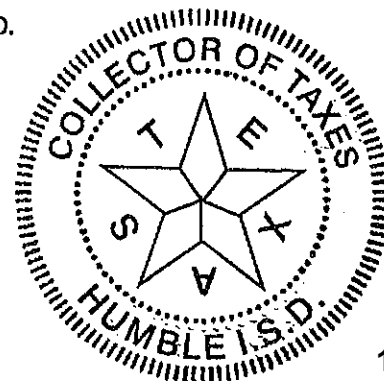
ACCOUNT NUMBER:

137-451-001-0001

CERTIFIED BY : _____



, HUMBLE I. S. D.



TAX CERTIFICATE FOR ACCOUNT : 137-451-001-0003

AD NUMBER: 1374510010003

GF NUMBER:

CERTIFICATE NO : 7167352

COLLECTING AGENCY

MELODY S. JONES

P.O. BOX 4020

HUMBLE ISD

HOUSTON TX 77210

REQUESTED BY

ASC LAND VENTURES LLC

1702 FM 1960 BYPASS RD E

HUMBLE TX 77005

PAGE 1 OF 1

DATE : 5/2/2024

FEE : \$10.00

PROPERTY DESCRIPTION

RES C BLK 1|AIR 59 COMMERCE CE

NTER R/P & EXTN

0000000 WILL CLAYTON DR

1.65 ACRES

PROPERTY OWNER

MEHTA TEJAS

1702 FM 1960 BYPASS RD E

HUMBLE TX 773383916

THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE HUMBLE ISD TAX ASSESSOR-COLLECTOR REFLECT THE TAX, INTEREST, AND OTHER STATUTORY FEES THAT HAVE BEEN ASSESSED AND ARE NOW DUE TO THE TAXING ENTITIES AND FOR THE YEARS SET OUT BELOW FOR THE DESCRIBED PROPERTY HEREIN. THE HUMBLE ISD TAX ASSESSOR-COLLECTOR MAKES NO CERTIFICATION AS TO THE AMOUNT OF TAX, PENALTY, INTEREST, OR OTHER FEES ASSESSED BY OR DUE ANY TAXING ENTITY FOR THE YEAR OR YEARS FOR WHICH THE HUMBLE ISD TAX ASSESSOR-COLLECTOR DID NOT HAVE THE STATUTORY DUTY TO COLLECT OR KEEP RECORDS OF SUCH COLLECTION. ADDITIONAL TAXES MAY BECOME DUE ON THE DESCRIBED PROPERTY, WHICH ARE NOT REFLECTED HEREIN, IF THE SAID DESCRIBED PROPERTY HAS OR IS RECEIVING ANY SPECIAL STATUTORY VALUATIONS THAT MAY TRIGGER TAX ROLLBACK PROVISIONS. THIS CERTIFICATE APPLIES TO ADVALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVIES.

CURRENT VALUES			
LAND MKT VALUE:	700,000	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	700,000	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2023	HUMBLE I.S.D	0.00	0.00	0.00	0.00	0.00	0.00
2023 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 5/2024 : \$0.00

ISSUED TO :

ASC LAND VENTURES LLC

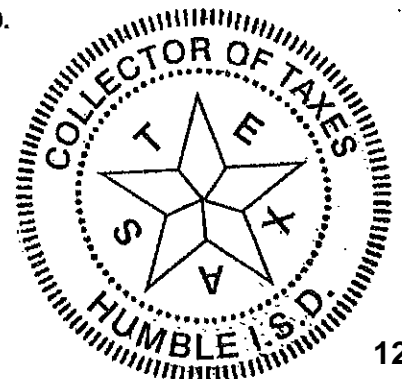
ACCOUNT NUMBER:

137-451-001-0003

CERTIFIED BY :



HUMBLE I. S. D.





Fidelity National Title
 National Commercial Services
 1900 West Loop South, Suite 200
 Houston, TX 77027
 Phone: (713)622-5732 Fax: (713)966-4059

Settlement Statement

Settlement Date: October 31, 2022
GF Number: FAH22005208A
Escrow Officer: Debbie Barela
Buyer: ASC Land Ventures LLC, a Texas limited liability company
 1702 FM 1960 Bypass Rd E
 Humble, TX 77338
Seller: Air 59 Commerce Center, LTD., a Texas limited partnership
 13100 Northwest Freeway, Suite 340
 Houston 77040
Lender:
Property: Reserve A
 Houston, TX 77093

Seller			Buyer	
Debit	Credit		Debit	Credit
		Total Consideration		
	1,050,000.00	Purchase Price	1,050,000.00	
		Deposit or Earnest Money ASC Land Ventures LLC, a Texas limited liability company		25,000.00
30,000.00		1st & 2nd extension released to Seller Released to seller 8/18/22		30,000.00
		Prorations/Adjustments		
20,110.37		County Taxes 304 days @ 66.152548 per day at \$24,145.68 01/01/22-10/31/22		20,110.37
		Total Commissions		
31,500.00		Listing Agent Commission to NewQuest Properties \$1,050,000.00 @ 3.0000% = \$31,500.00		
31,500.00		Selling Agent Commission to Dapar, Inc. dba McAlpine Interests \$1,050,000.00 @ 3.0000% = \$31,500.00		
		Title/Escrow Charges		
71.00		Tax Search fee to National Tax Net		
500.00		Escrow Fee to Fidelity National Title Agency, Inc.		
5,792.00		Owner's Policy Premium to Fidelity National Title Agency, Inc. Coverage: \$1,050,000.00 Version: Owner's Policy of Title Insurance (T-1) - 2014		
2.00		Guaranty Fee to Texas Title Insurance Guaranty Association		
		T-3 Amendment of Survey Exception for T-1 (T-3 or	868.80	

TNM

Settlement Statement

Seller			Buyer	
Debit	Credit		Debit	Credit
		Title/Escrow Charges (continued)		
		Deletion) to Fidelity National Title Agency, Inc.		
		T-23 Access Endorsement to Fidelity National Title Agency, Inc.	100.00	
		T-19.1 Restrictions, Encroachments, Minerals Endorsement-Owner's Policy - 2014 to Fidelity National Title Agency, Inc.	579.20	
		Recording Charges		
58.00		Recording Fees - Special Warranty Deed to Fidelity National Title Agency, Inc.		
5.30		eRecord Fees - Special Warranty Deed to Fidelity National Title Agency, Inc.	0.00	
		Miscellaneous Charges		
		Attorney Fee to Weycer, Kaplan, Pulaski & Zuber, PC		
		P.O.C.\$4,367.50		
119,538.67	1,050,000.00	Subtotals	1,051,548.00	75,110.37
		Balance Due FROM Buyer		976,437.63
930,461.33		Balance Due TO Seller		
1,050,000.00	1,050,000.00	Totals	1,051,548.00	1,051,548.00

See signature page to follow

Twm

Settlement Statement

APPROVED AND ACCEPTED

The Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller. In the event a Real Estate Agent negotiated the transaction such Agent may be furnished a copy of this statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BUYER

ASC Land Ventures LLC,
a Texas limited liability company

By: 
Tejas Mehta, Manager

APPROVED AND ACCEPTED

The Seller's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller. In the event a Real Estate Agent negotiated the transaction such Agent may be furnished a copy of this statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER

AIR 59 COMMERCE CENTER, LTD.,
a Texas limited partnership

By Donald E. Dennis, Jr. Inc.,
a Texas corporation,
its sole general partner

By: _____
Benjamin H. Allen, Vice President

Settlement Statement

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

BY: _____

Fidelity National Title
Settlement Agent

SIGNATURE PAGE TO BE ATTACHED TO THE FOLLOWING DOCUMENT:
Closing Statement


BUYER(S):

APPROVED AND ACCEPTED

The Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance proratons and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller. In the event a Real Estate Agent negotiated the transaction such Agent may be furnished a copy of this statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

ASC Land Ventures LLC,
a Texas limited liability company

By: 
Tejas Mehta, Manager

SELLER(S):

APPROVED AND ACCEPTED

The Seller's signatures hereon acknowledge their approval and signify their understanding that tax and insurance proratons and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller. In the event a Real Estate Agent negotiated the transaction such Agent may be furnished a copy of this statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

AIR 59 COMMERCE CENTER, LTD.,
a Texas limited partnership

By Donald E. Dennis, Jr. Inc.,
a Texas corporation,
its sole general partner

By: _____
Benjamin H. Allen, Vice President

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

That, **AIR 59 COMMERCE CENTER, LTD.**, a Texas limited partnership ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration this day paid by **ASC LAND VENTURES LLC**, a Texas limited liability company ("**Grantee**"), whose mailing address is 1702 FM 1960 BYPASS RD E HUMBLE, TX 77338, the receipt and sufficiency of which consideration are hereby confessed and acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee (a) that certain real property more particularly described on Exhibit "A" attached hereto; and (b) all rights, privileges and appurtenances of Grantor pertaining thereto, if any, including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys, easements or rights-of-way, including all sewer and wastewater discharge capacity allocated or reserved to, all potable water capacity allocated or reserved thereto, all other utility rights allocated or reserved thereto, and all development rights with respect thereto.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to as the "**Property**."

The conveyance of the Property is made by Grantor and accepted by Grantee subject to (a) real estate taxes for the year 2022 (which have been prorated as of the date hereof and assumed by Grantee) and subsequent years, (b) the covenants, conditions and restrictions set forth in Exhibit "B" attached hereto and incorporated herein by this reference (collectively, the "**Permitted Exceptions**"), and (c) the exceptions, conditions, reservations and agreements set forth in Exhibit "C" attached hereto and incorporated herein by this reference (collectively, the "**Deed Restrictions**"). GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE PRIOR TO THE DATE HEREOF INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. GRANTEE ACKNOWLEDGES THAT GRANTEE, PRIOR TO THE DATE HEREOF THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND GRANTEE ACKNOWLEDGES THAT EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE CONTRACT DATED MAY 3, 2022 EXECUTED BY SELLER AND BUYER (THE "**CONTRACT**"), GRANTEE IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS REPRESENTATIVES OTHER THAN THE REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN THIS DEED OR THE CONTRACT. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTEE HEREBY

Turn

AGREES TO ACCEPT THE PROPERTY ON THE DATE HEREOF IN ITS "AS-IS, WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN THIS DEED OR IN THE CONTRACT. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN THIS DEED OR IN THE CONTRACT, THE GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to (a) the Permitted Exceptions, (b) real estate taxes for the year 2022 which have been prorated as of the date hereof and payment of which is assumed by Grantee, and (c) the Deed Restrictions.

Grantee joins in the execution hereof to evidence its agreement to the covenants, reservations, exceptions, conditions, restrictions, terms and provisions hereinabove set forth, all of which shall be binding upon Grantee and its successors and assigns.

[SIGNATURE PAGES FOLLOW]

Handwritten signature

EXECUTED this ____ day of _____, 2022.

GRANTOR:

Air 59 Commerce Center, Ltd.,
a Texas limited partnership

By: Donald E. Dennis, Jr. Inc., a Texas corporation
its general partner

By: _____
Benjamin H. Allen, Vice-President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this ____ day of _____, 2022 by Benjamin H. Allen, Vice-President of Donald E. Dennis, Jr. Inc., a Texas corporation, the general partner of Air 59 Commerce Center, Ltd., a Texas limited partnership, on behalf of said partnership.

NOTARY PUBLIC, STATE OF TEXAS

GRANTEE:

ASC LAND VENTURES LLC,
a Texas limited liability company

By: _____

Tejas Mehta, Manager

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me this 26 day of October,
2022 by Tejas Mehta, Manager of ASC Land Ventures LLC, a Texas limited liability company,
on behalf of said limited liability company.

[Signature]

NOTARY PUBLIC, STATE OF TEXAS

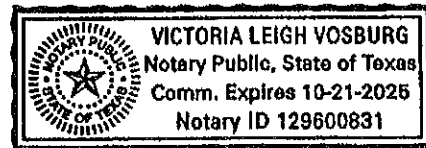


Exhibit A
(Attached to Special Warranty Deed)

PROPERTY DESCRIPTION

UNRESTRICTED RESERVE "A", AIR 59 COMMERCE CENTER REPLAT AND EXTENSION, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code Number 681808 of the Map Records of said County.

Turn

EXHIBIT B
(Attached to Special Warranty Deed)

PERMITTED EXCEPTIONS

1. Restrictive covenants record in Film Code Number 681808 of the Map Records and under Harris County Clerk's File No(s) 20130631927, as amended under First Amendment 2016-314982, Second RP-2017-65131, Third RP-2018-415351, Fourth RP-2021-33202 and Fifth RP-2021-95025.
2. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to City of Humble, for sanitary sewer easement, recorded on July 31, 2013, as Document No. Harris County Clerk's File No. 20130385030, affects fifteen feet wide along Will Clayton Drive, 0.238 of an acre, as defined by metes and bounds therein.
3. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to "Partnerships' Land" as defined therein , for access and drainage, recorded on January 21, 2016, as Document No. Harris County Clerk's File No. RP-2016-25979, as affected by Partial Release under RP-2017-55630, affects six parcels as defined by metes and bounds therein.
4. Building set back lines and landscape easements as reflected by the recorded plat under Film Code Number 681808 of the Map Records and under Clerk's File No(s). 20130631927, RP-2016-314982 and RP-2017-65131 of Harris County, Texas.
5. Easement(s) for the purpose(s), drainage, and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat; affects 15 feet wide along either side of the centerline of all natural drainage courses in the addition, recorded as Film Code Number 681808 Map Records Harris County, Texas.
6. A 1/32nd royalty interest in and to a 24/576th interest in and to all oil, gas and other minerals, by Edna Bender Harless as set forth in Deed, recorded in Volume 1876, Page 149, Deed Records of Harris County, Texas.
7. A 1/32nd royalty interest in and to a 24/576th interest in and to all oil, gas and other minerals as reserved by Bertha Bender Powell and set forth in Deed recorded in Volume 1876, Page 149, Deed Records of Harris County, Texas.
8. An undivided 1/32nd non-participating royalty interest in and to an undivided 3/576th mineral interest reserved by Dave Franklin Russell, as set forth in instrument recorded in Volume 2000, Page 544, of the Deed Records of Harris County, Texas, and corrected by instrument recorded in Volume 2528, Page 623, of the Deed Records of Harris County, Texas.
9. An undivided 1/32nd non-participating royalty interest in and to an undivided 3/576th mineral interest reserved by Vera Russell Elder, as set forth in instrument recorded in

volume 2434, Page 727, of the Deed Records of Harris County, Texas, as corrected by instrument recorded in Volume 2586, Page 689, of the Deed Records of Harris County, Texas.

10. An undivided 1/8th royalty interest in and to any existing well located on the premises as of August 191 1939, in and to an undivided 1/24th interest in said property, and a 1/32nd Royalty Interest in and to all oil, gas and other minerals, in and to an undivided 1/24th interest in said property as reserved by William C. Muihausen in Deed recorded in Volume 3968, Page 567 (B151037). Deed Records, Harris County, Texas, which interest has now passed to Mack Edward Lee, III, and Marilyn Lee, now Marilyn Lee Pierce, under the Will of Florence Bender Muhlhausen, Deceased, under Probate 37902 and upon the death of William. C. Muhlhausen, which occurred June 6, 1961, Probate 73670 in Harris County, Texas.
11. An undivided one-half (1/2) of the minerals then owned by Grantors, as reserved to the Grantors in Deed from Chas. A. Bahr, Sr., at al, to Humble Chamber of Commerce, as recorded in Volume 6852, Pages 130 (C541491), 136 (C541492), 142 (C541493), 147 (C541494), 154 (C541495), and 162 (C541496) of the Deed Records of Harris County, Texas.
12. Undivided 1/64th nonparticipating royalty interest retained in deed dated December 21, 1979, from William A. Wilkerson and wife, Bobbie Faye Wilkerson, to H. Spencer Stone, et al, filed for record in the Office of the County Clerk of Harris County, Texas under Harris County Clerk's File No. G374456.
13. An undivided 1/64th non-participating royalty interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document Recording No.: Harris County Clerk's File No. H775388.
14. An undivided 1/128th perpetual non-participating royalty interest in and to all oil, gas and other minerals as reserved by Mrs. Miriam Campbell, A. E. Anerman, and The Second National Bank of Houston, Trustee and W. N. Foster in Deed recorded in Volume 2626, Page 43 of the Deed Records of Harris County, Texas.
15. An undivided 1/4th interest in and to all oil, gas and other minerals as reserved by Mat Sayers in Deed recorded in Volume 2447, Page 471 of the Deed Records of Harris County, Texas, and as clarified by Correction Deed recorded in Volume 4566, Page 84 of the Deed Records of Harris County, Texas.
16. A 1/4 of minerals as reserved by Mamie Shelton in Deed recorded in Volume 5928, Page 180 (C091043) of the Deed Records of Harris County, Texas.
17. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document Recording No.: Volume 6238, Page 620 (C246633), Deed Records Harris County, Texas.

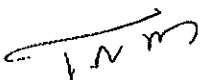
18. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document Recording No.: Harris County Clerk's File No. RP-2020-37944.
19. Assessments, charges and liens as set forth in the document, Entitled: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AIR 59 COMMERCE CENTER Recording Date: December 19, 2013 Recording No: Harris County Clerk's File No. 20130631927, as amended under First Amendment 2016-314982, Second RP-2017-65131, Third RP-2018-415351, Fourth RP-2021-33202 and Fifth RP-2021-95025.
20. The property covered herein is within the City Limits of Humble, Texas, and is subject to any building and zoning ordinances in force in that city by instrument recorded in Volume 8188, Page 288, of the Deed Records of Harris County, Texas.

Tnm

EXHIBIT C
(Attached to Special Warranty Deed)

DEED RESTRICTIONS

1. **Use Restriction.** The Property shall be used by Grantee exclusively for the construction, maintenance and operation of (i) a medical office and related administrative uses, (ii) professional offices, (iii) the headquarters of a durable medical equipment ("DME") company and related DME-services, and/or (iv) a bank, with related banking facilities including an ATM, drive-through and teller facilities.
2. **Restriction Terms.** The Use Restriction shall run with and bind the Property for a term commencing on the date hereof and ending 10 years from such date.
3. **Enforcement.** These Deed Restrictions may be enforced by Grantor, its successors and assigns, and One Air 59 Property Owners Association.
4. **Amendment.** These Deed Restrictions may be altered, amended or terminated only by the approval of Grantor and the fee owner of the Property and upon the execution and recordation in the appropriate records of Harris County, Texas of an instrument so amending, modifying or terminating the provisions thereof.



BILL OF SALE/ASSIGNMENT OF INTANGIBLES

(ASC - Reserve A)

THIS BILL OF SALE/ASSIGNMENT OF INTANGIBLES is made this ____ day of _____, 2022, by and between AIR 59 COMMERCE CENTER, LTD. ("Assignor"), and ASC LAND VENTURES LLC ("Assignee").

1. For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns and conveys to Assignee, the following (collectively, the "Personal Property");

a. All of Assignor's tangible personal property located on and used in connection with the operation of that certain tract of land and the improvements thereon, as more particularly described in Exhibit A attached hereto and made a part hereof ("Real Property");

b. All right, title and interest of Assignor in and to all licenses, permits, approvals and certificates of occupancy related to the Real Property, if applicable;

c. All right, title and interest of Assignor in and to all third party warranties or guaranties, if transferrable, relating to the Real Property or any fixtures thereon; and

d. All right, title and interest of Assignor in and to any trade names, if transferrable, used in connection with the Real Property.

2. This Bill of Sale is given pursuant to that certain Commercial Contract – Unimproved Property (and as amended) dated May 3, 2022, between Assignor and Assignee, as assignee from Tejas Mehta.

3. The Personal Property conveyed hereunder is conveyed by Assignor subject to the Permitted Encumbrances described in that certain Special Warranty Deed of even date herewith, from Assignor to Assignee regarding the Real Property, but only to the extent that such Permitted Encumbrances are valid, subsisting and, in fact, affect title to the Personal Property.

4. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signature Page Follows]

tm

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date first above written.

ASSIGNOR:

AIR 59 COMMERCE CENTER, LTD.

By: Donald E. Dennis, Jr. Inc.,
its general partner

By: _____
Benjamin H. Allen, Vice-President

ASSIGNEE:

ASC LAND VENTURES LLC

By:  _____
Tejas Mehta, Manager

EXHIBIT A
to
Bill of Sale

PROPERTY DESCRIPTION

UNRESTRICTED RESERVE "A", AIR 59 COMMERCE CENTER REPLAT AND EXTENSION, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code Number 681808 of the Map Records of said County

tm

**NOTICE TO PURCHASERS
DEED RESTRICTIONS**

GF No.: FTH-18-FAH22005208A

STATE OF TEXAS

_____ OF _____

The real property described below, which you are purchasing, is subject to deed restrictions recorded in Harris County, Texas.

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Film Code Number 681808 of the Map Records and under Harris County Clerk's File No(s) 20130631927, as amended under First Amendment 2016-314982, Second RP-2017-65131, Third RP-2018-415351, Fourth RP-2021-33202 and Fifth RP-2021-95025.

THE RESTRICTIONS LIMIT YOUR USE OF THE PROPERTY. THE CITY OF HOUSTON IS AUTHORIZED BY STATUTE TO ENFORCE COMPLIANCE WITH CERTAIN DEED RESTRICTIONS. You are advised that, in the absence of a declaratory judgment that the referenced restrictions are no longer enforceable, the City of Houston may sue to enjoin a violation of such restrictions. ANY PROVISIONS THAT RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY ON THE BASIS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN ARE UNENFORCEABLE; however, the inclusion of such provisions does not render the remainder of the deed restrictions invalid. The legal description and street address to the property you are acquiring are as follows:

Street Address: Reserve A, Houston, TX 77093

UNRESTRICTED RESERVE "A", AIR 59 COMMERCE CENTER REPLAT AND EXTENSION, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code Number 681808 of the Map Records of said County.

AIR 59 COMMERCE CENTER, LTD.,
a Texas limited partnership

By Donald E. Dennis, Jr. Inc.,
a Texas corporation,
its sole general partner

Date

By: _____

Benjamin H. Allen, Vice President

NOTICE TO PURCHASERS
DEED RESTRICTIONS
(Continued)

The undersigned admit receipt of the foregoing notice at or prior to closing the purchase of property above described.

ASC Land Ventures LLC,
a Texas limited liability company

10/28/22
Date

By: [Signature]
Tejas Mehta, Manager

State of Texas
_____ of _____

This instrument was acknowledged before me on the 10/28/2022, by Tejas Mehta
_____ of ASC Land Ventures LLC, a Texas limited liability company, a Texas limited liability
company.

(Personalized Seal)



[Signature]
Notary Public for the State of Texas
My Commission Expires: 10/21/2025

State of _____
_____ of _____

This instrument was acknowledged before me on the _____, by Benjamin H. Allen, Vice
President of Air 59 Commerce Center, LTD., a Texas limited partnership, a Texas limited partnership.

(Personalized Seal)

Notary Public for the State of _____
My Commission Expires: _____

TAX AGREEMENT

Date: October 31, 2022
GF#: FTH-18-FAH22005208A
Property: Reserve A, Houston, TX 77093

We, the undersigned, hereby acknowledge that the tax prorations on the above captioned file were based on the most accurate information available at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Fidelity National Title Agency, Inc., upon notification.

Purchaser recognizes their responsibility for current year taxes. Further, purchaser agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

The Appraisal District assesses property values for the current year as of the beginning of the year. Seller(s) assume no responsibility for the assessed value for the current year. It is the purchaser(s) responsibility, should they so desire, to protest such assessed value if the allowed time for such protests have not expired.

It is hereby agreed between the parties that should the actual taxes for the current year differ, all adjustments will be handled directly between the Seller(s) and Purchaser(s).

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (i) the tax information obtained by Fidelity National Title Agency, Inc. was procured only for the benefit of Fidelity National Title Agency, Inc. and only for the purpose of determining the insurability of the property, (ii) that no party other than Fidelity National Title Agency, Inc. is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Fidelity National Title Agency, Inc. from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Fidelity National Title Agency, Inc. shall not be held responsible for such tax prorations in any event.

SELLER(S)

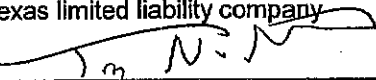
AIR 59 COMMERCE CENTER, LTD.,
a Texas limited partnership

By Donald E. Dennis, Jr. Inc.,
a Texas corporation,
its sole general partner

By: _____
Benjamin H. Allen, Vice President

PURCHASER(S)

ASC Land Ventures LLC,
a Texas limited liability company

By: 
Tejas Mehta, Manager

**ASSIGNMENT AND ASSUMPTION OF COMMERCIAL CONTRACT - UNIMPROVED
PROPERTY**

THIS ASSIGNMENT AND ASSUMPTION OF COMMERCIAL CONTRACT - UNIMPROVED PROPERTY (this "**Assignment**") dated effective as of September 19, 2022, is made by and between **Tejas Mehta**, an individual ("**Assignor**"), and **ASC Land Ventures LLC**, a Texas limited liability company ("**Assignee**").

RECITALS:

A. Assignor entered into that certain Commercial Contract - Unimproved Property with an effective date of May 3, 2022, as amended, between **Air 59 Commerce Center, Ltd.**, a Texas limited partnership, as Seller, and Assignor, as Purchaser therein (the "**Agreement**"). All initially capitalized terms used but not defined herein have the meaning ascribed to them in the Agreement.

B. Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in and to Unrestricted Reserve "A", Air 59 Commerce Center Replat and Extension, as such tract is more fully described under the Agreement, as hereinafter provided.

C. Assignee desires to assume the duties and obligations of Assignor under the Agreement as set forth below.

NOW THEREFORE, in accordance with the terms of this Assignment and in consideration of the sum of \$10.00, the sufficiency and receipt of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor assigns, transfers, sets over and delivers to Assignee, effective as of the date of this Assignment, all of Assignor's right, title and interest in and to Unrestricted Reserve "A", Air 59 Commerce Center Replat and Extension, as such tract is more fully described under the Agreement.

2. Assignee accepts this Assignment and agrees to assume and perform each and every obligation and duty of Assignor under the Agreement, all with the same force and effect as if Assignee had signed the Agreement originally, as the Purchaser named therein.

3. Assignor and Assignee represent that Assignee is under common control with Assignor.

4. This Assignment embodies the entire agreement of Assignor and Assignee with respect to the subject matter of this Assignment and supersedes any prior agreements, whether written or oral, with respect to the subject matter of this Assignment. There are no agreements or understandings which are not set forth in this Assignment.

5. This Assignment shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State of Texas.

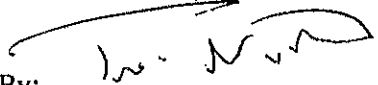
[Signature page follows]

Tm

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the parties as of the date first above written.

ASSIGNOR:

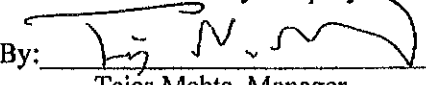
TEJAS MEHTA, an individual

By: 

Tejas Mehta

ASSIGNEE:

ASC LAND VENTURES LLC,
a Texas limited liability company

By: 

Tejas Mehta, Manager



Fidelity National Title
 National Commercial Services
 1900 West Loop South, Suite 200
 Houston, TX 77027
 Phone: (713)622-5732 Fax: (713)966-4059

Settlement Statement

Settlement Date: October 31, 2022
GF Number: FAH22005208B
Escrow Officer: Debbie Barela
Buyer: Tejas Mehta
 1702 FM 1960 BYPASS RD E
 Humble, TX 77338
Seller: Air 59 Commerce Center, LTD., a Texas limited partnership
 13100 Northwest Freeway, Suite 340
 Houston 77040
Lender:
Property: Reserve C
 Houston, TX 77093

Seller		Buyer	
Debit	Credit	Debit	Credit
	Total Consideration		
	700,000.00 Purchase Price	700,000.00	
	Prorations/Adjustments		
13,472.27	County Taxes 304 days @ 44.316685 per day at \$16,175.59 01/01/22-10/31/22		13,472.27
	Total Commissions		
21,000.00	Listing Agent Commission to NewQuest Properties \$700,000.00 @ 3.0000% = \$21,000.00		
21,000.00	Selling Agent Commission to Dapar, Inc. dba McAlpine Interests \$700,000.00 @ 3.0000% = \$21,000.00		
	Title/Escrow Charges		
71.00	Tax Search fee to National Tax Net		
500.00	Escrow Fee to Fidelity National Title Agency, Inc.		
3,994.00	Owner's Policy Premium to Fidelity National Title Agency, Inc. Coverage: \$700,000.00 Version: Owner's Policy of Title Insurance (T-1) - 2014		
2.00	Guaranty Fee to Texas Title Insurance Guaranty Association		
	T-3 Amendment of Survey Exception for T-1 (T-3 or Deletion) to Fidelity National Title Agency, Inc.	599.10	
	T-23 Access Endorsement to Fidelity National Title Agency, Inc.	100.00	
	T-19.1 Restrictions, Encroachments, Minerals	399.40	

TJN

Settlement Statement

Seller			Buyer	
Debit	Credit		Debit	Credit
		Title/Escrow Charges (continued) Endorsement-Owner's Policy - 2014 to Fidelity National Title Agency, Inc.		
		Recording Charges Recording Fees - Special Warranty Deed to Fidelity National Title Agency, Inc.		
58.00		eRecord Fees - Special Warranty Deed to Fidelity National Title Agency, Inc.		
5.30				
60,102.57	700,000.00	Subtotals	701,098.50	13,472.27
		Balance Due FROM Buyer		687,626.23
639,897.43		Balance Due TO Seller		
700,000.00	700,000.00	Totals	701,098.50	701,098.50

Tnn

See signature page to follow

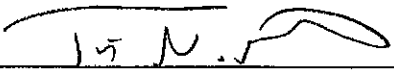
Settlement Statement

APPROVED AND ACCEPTED

The Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller. In the event a Real Estate Agent negotiated the transaction such Agent may be furnished a copy of this statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BUYER


Tejas Mehta

APPROVED AND ACCEPTED

The Seller's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller. In the event a Real Estate Agent negotiated the transaction such Agent may be furnished a copy of this statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER

AIR 59 COMMERCE CENTER, LTD.,
a Texas limited partnership

By Donald E. Dennis, Jr. Inc.,
a Texas corporation,
its sole general partner

By: _____
Benjamin H. Allen, Vice President

Settlement Statement

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

BY: _____
Fidelity National Title
Settlement Agent

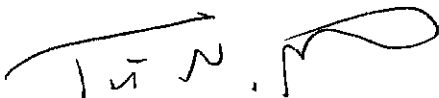
SIGNATURE PAGE TO BE ATTACHED TO THE FOLLOWING DOCUMENT:
Closing Statement

BUYER(S):

APPROVED AND ACCEPTED

The Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller. In the event a Real Estate Agent negotiated the transaction such Agent may be furnished a copy of this statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.



Tejas Mehta

SELLER(S):

APPROVED AND ACCEPTED

The Seller's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller. In the event a Real Estate Agent negotiated the transaction such Agent may be furnished a copy of this statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

AIR 59 COMMERCE CENTER, LTD.,
a Texas limited partnership

By Donald E. Dennis, Jr. Inc.,
a Texas corporation,
its sole general partner

By: _____
Benjamin H. Allen, Vice President

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

That, **AIR 59 COMMERCE CENTER, LTD.**, a Texas limited partnership ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration this day paid by **TEJAS MEHTA**, an individual ("**Grantee**"), whose mailing address is 1702 FM 1960 BYPASS RD E HUMBLE, TX 77338, the receipt and sufficiency of which consideration are hereby confessed and acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee (a) that certain real property more particularly described on Exhibit "A" attached hereto; and (b) all rights, privileges and appurtenances of Grantor pertaining thereto, if any, including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys, easements or rights-of-way, including all sewer and wastewater discharge capacity allocated or reserved to, all potable water capacity allocated or reserved thereto, all other utility rights allocated or reserved thereto, and all development rights with respect thereto.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to as the "**Property**."

The conveyance of the Property is made by Grantor and accepted by Grantee subject to (a) real estate taxes for the year 2022 (which have been prorated as of the date hereof and assumed by Grantee) and subsequent years, (b) the covenants, conditions and restrictions set forth in Exhibit "B" attached hereto and incorporated herein by this reference (collectively, the "**Permitted Exceptions**"), and (c) the exceptions, conditions, reservations and agreements set forth in Exhibit "C" attached hereto and incorporated herein by this reference (collectively, the "**Deed Restrictions**"). GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE PRIOR TO THE DATE HEREOF INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. GRANTEE ACKNOWLEDGES THAT GRANTEE, PRIOR TO THE DATE HEREOF THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND GRANTEE ACKNOWLEDGES THAT EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE CONTRACT DATED MAY 3, 2022 EXECUTED BY SELLER AND BUYER (THE "**CONTRACT**"), GRANTEE IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS REPRESENTATIVES OTHER THAN THE REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN THIS DEED OR THE CONTRACT. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTEE HEREBY

AGREES TO ACCEPT THE PROPERTY ON THE DATE HEREOF IN ITS "AS-IS, WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN THIS DEED OR IN THE CONTRACT. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN THIS DEED OR IN THE CONTRACT, THE GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to (a) the Permitted Exceptions, (b) real estate taxes for the year 2022 which have been prorated as of the date hereof and payment of which is assumed by Grantee, and (c) the Deed Restrictions.

Grantee joins in the execution hereof to evidence its agreement to the covenants, reservations, exceptions, conditions, restrictions, terms and provisions hereinabove set forth, all of which shall be binding upon Grantee and its successors and assigns.

[SIGNATURE PAGES FOLLOW]

tm

EXECUTED this _____ day of _____, 2022.

GRANTOR:

Air 59 Commerce Center, Ltd.,
a Texas limited partnership

By: Donald E. Dennis, Jr. Inc., a Texas corporation
its general partner

By: _____
Benjamin H. Allen, Vice-President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____, 2022 by Benjamin H. Allen, Vice-President of Donald E. Dennis, Jr. Inc., a Texas corporation, the general partner of Air 59 Commerce Center, Ltd., a Texas limited partnership, on behalf of said partnership.

NOTARY PUBLIC, STATE OF TEXAS

GRANTEE:

TEJAS MEHTA, an individual

By:

Tejas Mehta

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me this 20th day of October, 2022 by Tejas Mehta, an individual.

[Signature]

NOTARY PUBLIC, STATE OF TEXAS

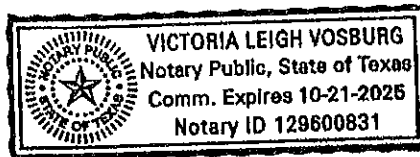


Exhibit A
(Attached to Special Warranty Deed)

PROPERTY DESCRIPTION

UNRESTRICTED RESERVE "C", AIR 59 COMMERCE CENTER REPLAT AND EXTENSION, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code Number 681808 of the Map Records of said County.

TUM

EXHIBIT B
(Attached to Special Warranty Deed)

PERMITTED EXCEPTIONS

1. Restrictive covenants record in Film Code Number 681808 of the Map Records and under Harris County Clerk's File No(s) 20130631927, as amended under First Amendment 2016-314982, Second RP-2017-65131, Third RP-2018-415351, Fourth RP-2021-33202 and Fifth RP-2021-95025.
2. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to City of Humble, for sanitary sewer easement, recorded on July 31, 2013, as Document No. Harris County Clerk's File No. 20130385030, affects fifteen feet wide along Will Clayton Drive, 0.238 of an acre, as defined by metes and bounds therein.
3. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to "Partnerships' Land" as defined therein , for access and drainage, recorded on January 21, 2016, as Document No. Harris County Clerk's File No. RP-2016-25979, as affected by Partial Release under RP-2017-55630, affects six parcels as defined by metes and bounds therein.
4. Building set back lines and landscape easements as reflected by the recorded plat under Film Code Number 681808 of the Map Records and under Clerk's File No(s). 20130631927, RP-2016-314982 and RP-2017-65131 of Harris County, Texas.
5. Easement(s) for the purpose(s), drainage, and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat; affects 15 feet wide along either side of the centerline of all natural drainage courses in the addition, recorded as Film Code Number 681808 Map Records Harris County, Texas.
6. A 1/32nd royalty interest in and to a 24/576th interest in and to all oil, gas and other minerals, by Edna Bender Harless as set forth in Deed, recorded in Volume 1876, Page 149, Deed Records of Harris County, Texas.
7. A 1/32nd royalty interest in and to a 24/576th interest in and to all oil, gas and other minerals as reserved by Bertha Bender Powell and set forth in Deed recorded in Volume 1876, Page 149, Deed Records of Harris County, Texas.
8. An undivided 1/32nd non-participating royalty interest in and to an undivided 3/576th mineral interest reserved by Dave Franklin Russell, as set forth in instrument recorded in Volume 2000, Page 544, of the Deed Records of Harris County, Texas, and corrected by instrument recorded in Volume 2528, Page 623, of the Deed Records of Harris County, Texas.
9. An undivided 1/32nd non-participating royalty interest in and to an undivided 3/576th mineral interest reserved by Vera Russell Elder, as set forth in instrument recorded in

volume 2434, Page 727, of the Deed Records of Harris County, Texas, as corrected by instrument recorded in Volume 2586, Page 689, of the Deed Records of Harris County, Texas.

10. An undivided 1/8th royalty interest in and to any existing well located on the premises as of August 191 1939, in and to an undivided 1/24th interest in said property, and a 1/32nd Royalty Interest in and to all oil, gas and other minerals, in and to an undivided 1/24th interest in said property as reserved by William C. Muihausen in Deed recorded in Volume 3968, Page 567 (B151037). Deed Records, Harris County, Texas, which interest has now passed to Mack Edward Lee, III, and Marilyn Lee, now Marilyn Lee Pierce, under the Will of Florence Bender Muhlhausen, Deceased, under Probate 37902 and upon the death of William. C. Muhlhausen, which occurred June 6, 1961, Probate 73670 in Harris County, Texas.
11. An undivided one-half (1/2) of the minerals then owned by Grantors, as reserved to the Grantors in Deed from Chas. A. Bahr, Sr., at al, to Humble Chamber of Commerce, as recorded in Volume 6852, Pages 130 (C541491), 136 (C541492), 142 (C541493), 147 (C541494), 154 (C541495), and 162 (C541496) of the Deed Records of Harris County, Texas.
12. Undivided 1/64th nonparticipating royalty interest retained in deed dated December 21, 1979, from William A. Wilkerson and wife, Bobbie Faye Wilkerson, to H. Spencer Stone, et al, filed for record in the Office of the County Clerk of Harris County, Texas under Harris County Clerk's File No. G374456.
13. An undivided 1/64th non-participating royalty interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document Recording No.: Harris County Clerk's File No. H775388.
14. An undivided 1/128th perpetual non-participating royalty interest in and to all oil, gas and other minerals as reserved by Mrs. Miriam Campbell, A. E. Anerman, and The Second National Bank of Houston, Trustee and W. N. Foster in Deed recorded in Volume 2626, Page 43 of the Deed Records of Harris County, Texas.
15. An undivided 1/4th interest in and to all oil, gas and other minerals as reserved by Mat Sayers in Deed recorded in Volume 2447, Page 471 of the Deed Records of Harris County, Texas, and as clarified by Correction Deed recorded in Volume 4566, Page 84 of the Deed Records of Harris County, Texas.
16. A 1/4 of minerals as reserved by Mamie Shelton in Deed recorded in Volume 5928, Page 180 (C091043) of the Deed Records of Harris County, Texas.
17. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document Recording No.: Volume 6238, Page 620 (C246633), Deed Records Harris County, Texas.

18. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document Recording No.: Harris County Clerk's File No. RP-2020-37944.
19. Assessments, charges and liens as set forth in the document, Entitled: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AIR 59 COMMERCE CENTER Recording Date: December 19, 2013 Recording No: Harris County Clerk's File No. 20130631927, as amended under First Amendment 2016-314982, Second RP-2017-65131, Third RP-2018-415351, Fourth RP-2021-33202 and Fifth RP-2021-95025.
20. The property covered herein is within the City Limits of Humble, Texas, and is subject to any building and zoning ordinances in force in that city by instrument recorded in Volume 8188, Page 288, of the Deed Records of Harris County, Texas.

7/2/21

EXHIBIT C
(Attached to Special Warranty Deed)

DEED RESTRICTIONS

1. **Use Restriction.** The Property shall be used by Grantee exclusively for the construction, maintenance and operation of (i) a medical office and related administrative uses, (ii) professional offices, (iii) the headquarters of a durable medical equipment ("DME") company and related DME-services, and/or (iv) a bank, with related banking facilities including an ATM, drive-through and teller facilities.
2. **Restriction Terms.** The Use Restriction shall run with and bind the Property for a term commencing on the date hereof and ending 10 years from such date.
3. **Enforcement.** These Deed Restrictions may be enforced by Grantor, its successors and assigns, and One Air 59 Property Owners Association.
4. **Amendment.** These Deed Restrictions may be altered, amended or terminated only by the approval of Grantor and the fee owner of the Property and upon the execution and recordation in the appropriate records of Harris County, Texas of an instrument so amending, modifying or terminating the provisions thereof.

Term

BILL OF SALE/ASSIGNMENT OF INTANGIBLES

(Tejas Mehta - Reserve C)

THIS BILL OF SALE/ASSIGNMENT OF INTANGIBLES is made this ____ day of _____, 2022, by and between **AIR 59 COMMERCE CENTER, LTD. ("Assignor")**, and **TEJAS MEHTA ("Assignee")**.

1. For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns and conveys to Assignee, the following (collectively, the "**Personal Property**"):

a. All of Assignor's tangible personal property located on and used in connection with the operation of that certain tract of land and the improvements thereon, as more particularly described in Exhibit A attached hereto and made a part hereof ("**Real Property**");

b. All right, title and interest of Assignor in and to all licenses, permits, approvals and certificates of occupancy related to the Real Property, if applicable;

c. All right, title and interest of Assignor in and to all third party warranties or guaranties, if transferrable, relating to the Real Property or any fixtures thereon; and

d. All right, title and interest of Assignor in and to any trade names, if transferrable, used in connection with the Real Property.

2. This Bill of Sale is given pursuant to that certain Commercial Contract – Unimproved Property (and as amended) dated May 3, 2022, between Assignor and Assignee.

3. The Personal Property conveyed hereunder is conveyed by Assignor subject to the Permitted Encumbrances described in that certain Special Warranty Deed of even date herewith, from Assignor to Assignee regarding the Real Property, but only to the extent that such Permitted Encumbrances are valid, subsisting and, in fact, affect title to the Personal Property.

4. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signature Page Follows]

Turn

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date first above written.

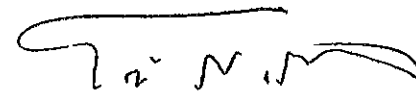
ASSIGNOR:

AIR 59 COMMERCE CENTER, LTD.

By: Donald E. Dennis, Jr. Inc.,
its general partner

By: _____
Benjamin H. Allen, Vice-President

ASSIGNEE:



Tejas Mehta

EXHIBIT A
to
Bill of Sale

PROPERTY DESCRIPTION

UNRESTRICTED RESERVE "C", AIR 59 COMMERCE CENTER REPLAT AND EXTENSION, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code Number 681808 of the Map Records of said County.

wm

NOTICE TO PURCHASERS
DEED RESTRICTIONS

GF No.: FTH-18-FAH22005208B

STATE OF TEXAS

OF

The real property described below, which you are purchasing, is subject to deed restrictions recorded in Harris County, Texas.

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Film Code Number 681808 of the Map Records and under Harris County Clerk's File No(s) 20130631927, as amended under First Amendment 2016-314982, Second RP-2017-65131, Third RP-2018-416351, Fourth RP-2021-33202 and Fifth RP-2021-95025.

THE RESTRICTIONS LIMIT YOUR USE OF THE PROPERTY. THE CITY OF HOUSTON IS AUTHORIZED BY STATUTE TO ENFORCE COMPLIANCE WITH CERTAIN DEED RESTRICTIONS. You are advised that, in the absence of a declaratory judgment that the referenced restrictions are no longer enforceable, the City of Houston may sue to enjoin a violation of such restrictions. ANY PROVISIONS THAT RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY ON THE BASIS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN ARE UNENFORCEABLE; however, the inclusion of such provisions does not render the remainder of the deed restrictions invalid. The legal description and street address to the property you are acquiring are as follows:

Street Address: Reserve C, Houston, TX 77093

UNRESTRICTED RESERVE "C", AIR 59 COMMERCE CENTER REPLAT AND EXTENSION, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code Number 681808 of the Map Records of said County.

AIR 59 COMMERCE CENTER, LTD.,
a Texas limited partnership

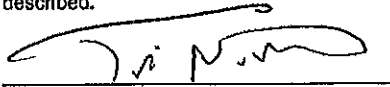
By Donald E. Dennis, Jr. Inc.,
a Texas corporation,
its sole general partner

Date

By: _____

Benjamin H. Allen, Vice President

The undersigned admit receipt of the foregoing notice at or prior to closing the purchase of property above described.

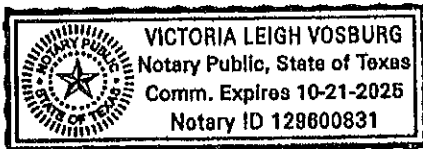

Tejas Mehta

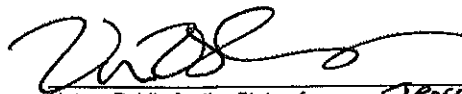
10/28/22
Date

State of Texas
of _____

This instrument was acknowledged before me on 10/28/2022 by Tejas Mehta.

(Personalized Seal)




Notary Public for the State of Texas
My Commission Expires: 10/21/2025

NOTICE TO PURCHASERS
DEED RESTRICTIONS
(Continued)

State of _____
_____ of _____

This instrument was acknowledged before me on the _____, by Benjamin H. Allen, Vice President of Air 59 Commerce Center, LTD., a Texas limited partnership, a Texas limited partnership.

(Personalized Seal)

Notary Public for the State of _____
My Commission Expires: _____

TAX AGREEMENT

Date: October 31, 2022
GF#: FTH-18-FAH22005208B
Property: Reserve C, Houston, TX 77093

We, the undersigned, hereby acknowledge that the tax prorations on the above captioned file were based on the most accurate information available at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Fidelity National Title Agency, Inc., upon notification.

Purchaser recognizes their responsibility for current year taxes. Further, purchaser agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

The Appraisal District assesses property values for the current year as of the beginning of the year. Seller(s) assume no responsibility for the assessed value for the current year. It is the purchaser(s) responsibility, should they so desire, to protest such assessed value if the allowed time for such protests have not expired.

It is hereby agreed between the parties that should the actual taxes for the current year differ, all adjustments will be handled directly between the Seller(s) and Purchaser(s).

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (i) the tax information obtained by Fidelity National Title Agency, Inc. was procured only for the benefit of Fidelity National Title Agency, Inc. and only for the purpose of determining the insurability of the property, (ii) that no party other than Fidelity National Title Agency, Inc. is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Fidelity National Title Agency, Inc. from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Fidelity National Title Agency, Inc. shall not be held responsible for such tax prorations in any event.

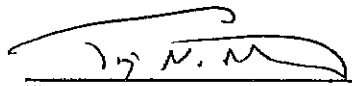
SELLER(S)

AIR 59 COMMERCE CENTER, LTD.,
a Texas limited partnership

By Donald E. Dennis, Jr. Inc.,
a Texas corporation,
its sole general partner

By: _____
Benjamin H. Allen, Vice President

PURCHASER(S)



Tejas Mehta