

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
October 23, 2025 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.**
- 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: October 9, 2025
- b. Department Reports
- c. Correspondence

4. REGULAR AGENDA:

- a. Presentation, possible action, and discussion on the approval of Resolution 25-899, a resolution designating a representative and alternate to the Houston-Galveston Area Council 2026 General Assembly.
- b. Presentation, possible action, and discussion to approve the recommended 2026 City of Humble Group Insurance plan.
- c. Presentation, possible action, and discussion on the approval of the purchase of two (2) M420B Base Stations for Water Well #1 and Water Well #6 from Aqua Metric in the total amount of \$74,526.00 for the Public Works Department.
- d. Presentation, possible action, and discussion on the authorization to Rebuild Chiller #1 for the Humble Civic Center from Hunton Services in the amount of \$182,647.25, through Choice Partners Contract #22/049MF-11.
- e. Presentation, possible action, and discussion on the authorization to demo and install 555 linear feet of Cedar Fence located on the Northside of Fire Station #2 and the Parks Department Property with Foster Fence in the amount of \$60,857.00, through Buy Board Contract #757-24.

- f. Presentation, possible action, and discussion on the authorization to restore the Humble Civic Center Arena Roof in the amount of \$1,147,968.00 from Garland/DBS, through OMINA MICPA Contract #PW1925.
- g. Presentation, possible action, and discussion on the approval of a General Permit Application for the City of Humble Annual Christmas Parade, to be held on Tuesday, December 2, 2025, from 2:00 p.m. to 12:00 a.m., to include street closures on S. Bender Avenue, Main Street, Railroad Avenue, S. Houston Avenue, Avenues A through H, and N. Houston Avenue; and the closure of B-Lot and/or Wildcat Den Park for a market, by the Beautification Committee.
- h. Presentation, possible action, and discussion on the approval of the purchase of nineteen (19) RISE patrol carriers, twenty (20) RISE stealth carriers, one (1) RISE armor package, and forty-four (44) Truth SNAP plate bundles, from Angel Armor in the amount of \$56,103.44 for the Humble Police Department, through Buy Board Contract #698-23.
- i. Presentation, possible action, and discussion on the renewal payment of annual ONESolution software licenses to Central Square in the total amount of \$194,820.79 for the Humble Police Department.
- j. Presentation, possible action, and discussion on the approval of a Final Plat of SOHO Industrial Park a subdivision of 16.4915 acres (718,370 square feet) of land, situated in the Wherry B. Adams Survey, Abstract No. 95, City of Humble, Harris County, Texas.
- k. Presentation, possible action, and discussion on the approval of a Development Plat of SOHO Industrial Park a subdivision of 16.4915 acres (718,370 square feet) of land, situated in the Wherry B. Adams Survey, Abstract No. 95, City of Humble, Harris County, Texas.

5. 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.

6. ADJOURN.

I, the undersigned, certify that the foregoing Notice of Meeting of the Governing Body of the City of Humble, Texas, is a true and correct copy. I further certify that a true and correct copy of this Notice was posted on the bulletin board at City Hall, located at 114 West Higgins, Humble, Texas, and on the City's website at www.cityofhumbletx.gov, where it is accessible to the public at all times. Pursuant to Section 551.043(a) of the Texas Government Code, this Notice and Agenda were posted on October 17, 2025 by 5:00 p.m. and remained continuously posted for at least three (3) business days prior to the scheduled meeting date.

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: October 23, 2025

ITEM TYPE: Consent

AGENDA SECTION: **CONSENT AGENDA:**

SUBJECT: Minutes: October 9, 2025

ATTACHMENTS:
[10-09-2025 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
Regular Meeting Minutes
Thursday, October 9, 2025 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
Mayor Pro Tem Bruce Davidson
Council Member Mike Marshall
Council Member Paula Settle
Council Member Rick Swanson

Members Absent: Council Member Andy Curry

Staff Present: City Manager Jason Stuebe, City Secretary Maria Jackson, Civic Center Director Jennifer Wooden, Senior Code Enforcement Officer Fidel Martinez, Chief Court Clerk Teresa Diaz, Finance Director Christina Collins, Chief Fire Marshal/Emergency Management Coordinator James Nykaza, Public Works Director Mark Arnold, Police Chief Dan Zientek, Lieutenant Twyla Kimberlin, and Sergeant Jesse Wheeler.

Also present: Owen Rock, Executive VP Economic Development, and Mark Mitchell, Interim Chief Economic Development Officer, Partnership Lake Houston; and, Sarah Wallaert, Senior Consultant, Ryan, LLC.

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: September 25, 2025
- b. Correspondence

Upon a motion by Mayor Funderburk, the City Council voted five (5) 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 25-1001, an ordinance of the City of Humble, Texas, amending Chapter 9 “Planning and Development Regulations”, Article 05 “Buffer Fencing”, by requiring buffer walls on certain properties; providing for savings and severability; and providing an effective date after publication.

Upon a motion by Council Member Settle, the City Council voted five (5) for and none (0) opposed to approving the proposed ordinance. **MOTION PASSED UNANIMOUSLY.**

- b. Presentation, possible action, and discussion on the approval of Resolution 25-896, a resolution of the City Council of the City of Humble, Texas, casting its ballot for the Texas Municipal League Region 14 Board of Director election.

Upon a motion by Council Member Swanson, the City Council voted five (5) for and none (0) opposed to approving the proposed resolution. **MOTION PASSED UNANIMOUSLY.**

- c. Presentation, possible action, and discussion on the approval of Resolution 25-897, a resolution of the City Council of the City of Humble, Texas, nominating a candidate to be placed on the ballot for a position on the Board of Directors of the Harris County Appraisal District.

Upon a motion by Council Member Marshall, the City Council voted five (5) for and none (0) opposed to approving the proposed resolution. **MOTION PASSED UNANIMOUSLY.**

- d. Presentation, possible action, and discussion on the approval of Resolution 25-898, a resolution of the City Council of the City of Humble, Texas, authorizing the nomination of Tecnofil USA LLC (“Tecnofil”) as an enterprise Project Pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (“Act”).

Ms. Wallaert provided an overview of the Texas Enterprise Zone Program (TEZP) as an economic development tool that enables local communities to partner with the State of Texas to promote job

creation, job retention, and significant private investment. The TEZP has been instrumental in attracting \$79 billion in capital investment, creating more than 156,000 projected new jobs, and retaining more than 273,000 jobs across the state. TEZP sales and use tax refunds are based on the level of investment and job activity.

Upon a motion by Mayor Pro Tem Davidson, the City Council voted five (5) for and none (0) opposed to approving the proposed resolution. **MOTION PASSED UNANIMOUSLY.**

- e. Presentation, possible action, and discussion on the approval of the City of Humble 2026 Holiday Schedule.

Upon a motion by Mayor Funderburk, the City Council voted five (5) for and none (0) opposed to approving the proposed 2026 holiday schedule. **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 6:40 p.m.

APPROVED BY THE HUMBLE TEXAS CITY COUNCIL THIS 23RD DAY OF OCTOBER 2025.

Norman Funderburk, Mayor

ATTEST:

Maria Jackson, City Secretary



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 23, 2025

ITEM TYPE: Department Report

AGENDA SECTION: **CONSENT AGENDA:**

SUBJECT: Department Reports

ATTACHMENTS:

September 30 Financial Statement

Third Qtr Investment Report 10.10.25 signed

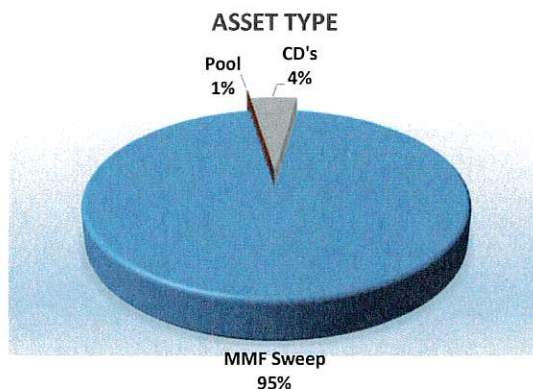
OCA Sept 2025

Fiscal Year 2025 Statement of Cash Position
September 1 to September 30, 2025

	<u>Fiscal YTD</u> <u>Earnings</u>	<u>Balance as of</u> <u>9/30/2025</u>
<u>General Fund:</u>		
Cash & MMF Sweep	356,907	16,269,092
Cash & MMF Sweep - Metro	1,263,478	28,630,808
Cash & MMF Sweep - Court Building Security Fund	12,968	326,697
Cash & MMF Sweep - Court Technology Fund	16,348	439,575
Total	1,649,701	45,666,172
 <u>Water & Sewer Operating Fund:</u>		
Cash & MMF Sweep	1,339,141	34,530,233
Total	1,339,141	34,530,233
 <u>Photo Traffic Safety Fund:</u>		
Cash & MMF Sweep	386,721	9,057,479
Total	386,721	9,057,479
 <u>Hotel Tax Fund:</u>		
Cash & MMF Sweep	91,879	2,209,049
Total	91,879	2,209,049
 <u>Capital Projects Fund:</u>		
CASH-ARPA	-	3,618,418
CASH-CAPITAL PROJECTS	-	1,500,000
Cash-USDA	-	193,349
Total	-	5,311,767
 <u>Sewer Plant Construction Fund:</u>		
Cash & MMF Sweep - Sewer Plant construction	356	52,404
Cash & MMF Sweep - Sewer Rehab	75,173	573,240
Total	75,529	625,644
 <u>Total All Funds:</u>		
	3,542,971	97,400,344

Quarterly Investment Summary Report
July 1, 2025 to September 30, 2025

Account Description	Beginning Value 7/1/2025	Ending Value 9/30/2025	Interest Earned 9/30/2025
Wells Fargo			
General fund	7,277,609	10,920,619	81,166
METRO Congestion	31,797,260	28,630,808	332,883
Court Building Security	314,826	326,697	3,359
Court Technology	427,850	439,575	4,543
General fund	39,817,544	40,317,699	421,951
Enterprise Fund	32,339,354	34,385,326	351,049
Sewer Plant construction	3,875	52,404	232
Sewer Rehab-SSO	2,289,337	573,240	11,437
Sewer Plant Construction	2,293,213	625,644	11,669
Special Revenue-Museum Fund	2,289,337	2,209,049	22,880
Photo Traffic Safety	8,441,941	9,057,479	89,684
Special Revenue Fund	10,731,278	11,266,528	112,564
Total Sweep Accounts	85,181,389	86,595,197	897,233
TexSTAR			
TexSTAR - July	5,054	5,072	18
TexSTAR - August	5,091	5,108	18
TexSTAR - September	5,072	5,091	18
Total TexSTAR	5,054	5,091	55
MBS			
City Hall - July	2,999,065	2,998,998	8,952
City Hall - August	2,998,998	3,003,435	7,329
City Hall - September	3,003,435	3,005,195	7,325
Water & Sewer - July	1,249,705	1,249,540	822
Water & Sewer - August	1,249,540	1,251,258	3,622
Water & Sewer - September	1,251,258	1,252,760	6,332
Total MBS	4,248,770	4,257,955	34,383
Total Other Investments	4,253,824	4,263,046	34,437



Note: The quarterly report is in full compliance with the investment strategy as established in the City's investment policy and the Public Funds Investment Act, Chapter 2256, Texas Government Code.

Christina Collins

Municipal Courts

Activity Detail

September 1, 2025 to September 30, 2025

100.0 Percent Reporting Rate

1 Reports Received Out of a Possible 1

Court: Humble

CRIMINAL CASES							
	Traffic Misdemeanors			Non-Traffic Misdemeanors			
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance	Total
Cases Pending 9/1/2025:							
Active Cases	6,134	278	7	3,749	6,705	184	17,057
Inactive Cases	4,833	152	1	1,101	9,805	89	15,981
Docket Adjustments	0	0	0	0	0	0	0
Cases Added:							
New Cases Filed	786	0	0	98	429	34	1,347
Cases Reactivated	148	0	0	46	82	5	281
All Other Cases Added	0	0	0	0	0	0	0
Total Cases on Docket	7,068	278	7	3,893	7,216	223	18,685
Dispositions:							
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions	220	0	0	23	132	21	396
Dismissed by Prosecution	83	1	0	9	40	6	139
Total Dispositions Prior to Court Appearance or Trial	303	1	0	32	172	27	535
Dispositions at Court Appearance or Trial:							
Convictions:							
Guilty Plea or Nolo Contendere	95	0	0	13	73	6	187
By the Court	93	0	0	13	73	6	185
By the Jury	0	0	0	0	0	0	0
Acquittals:							
By the Court	0	0	0	0	0	0	0
By the Jury	0	0	0	0	0	0	0
Dismissed by Prosecution	4	0	0	2	2	0	8
Total Dispositions at Court Appearance or Trial	192	0	0	28	148	12	380
Compliance Dismissals:							
After Driver Safety Course	39	---	---	---	---	---	39
After Deferred Disposition	89	0	0	16	8	1	114
After Teen Court	0	0	0	0	0	0	0
After Tobacco Awareness Course	---	---	---	---	0	---	0
After Treatment for Chemical Dependency	---	---	---	0	0	---	0
After Proof of Financial Responsibility	34	---	---	---	---	---	34
All Other Transportation Code Dismissals	32	0	0	1	80	0	113
Total Compliance Dismissals	194	0	0	17	88	1	300
All Other Dispositions	0	0	0	0	0	0	0
Total Cases Disposed	689	1	0	77	408	40	1,215
Cases Placed on Inactive Status	507	0	0	223	322	9	1,061
Cases Pending 9/30/2025:							
Active Cases	5,872	277	7	3,593	6,486	174	16,409
Inactive Cases	5,192	152	1	1,278	10,045	93	16,761
Show Cause and Other Required Hearings Held	23	0	0	1	1	1	26
Cases Appealed:							
After Trial	0	0	0	0	0	0	0
Without Trial	0	0	0	0	0	0	0

Municipal Courts

Activity Detail

September 1, 2025 to September 30, 2025

100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1

Court: Humble

CIVIL/ADMINISTRATIVE CASES	
	Total
Cases Pending 9/1/2025:	
Active Cases	0
Inactive Cases	0
Docket Adjustments	0
Cases Added:	
New Cases Filed	0
Cases Reactivated	0
All Other Cases Added	0
Total Cases on Docket	0
Dispositions:	
Uncontested Civil Fines or Penalties	0
Default Judgments	0
Agreed Judgments	0
Trial/Hearing by Judge/Hearing Officer	0
Trial by Jury	0
Dismissed for Want of Prosecution	0
All Other Dispositions	0
Total Cases Disposed	0
Cases Placed on Inactive Status	0
Cases Pending 9/30/2025:	
Active Cases	0
Inactive Cases	0
Cases Appealed:	
After Trial	0
Without Trial	0
JUVENILE/MINOR ACTIVITY	
	Total
Transportation Code Cases Filed.....	6
Non-Driving Alcoholic Beverage Code Cases Filed.....	0
Driving Under the Influence of Alcohol Cases Filed.....	0
Drug Paraphernalia Cases Filed.....	0
Tobacco Cases Filed.....	0
Truant Conduct Cases Filed.....	0
Education Code (Except Failure to Attend) Cases Filed.....	0
Violation of Local Daytime Curfew Ordinance Cases Filed.....	0
All Other Non-Traffic Fine-Only Cases Filed.....	1
Transfer to Juvenile Court:	
Mandatory Transfer.....	0
Discretionary Transfer.....	0
Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct).....	0
Held in Contempt by Criminal Court (Fined or Denied Driving Privileges).....	0
Juvenile Statement Magistrate Warning:	
Warnings Administered.....	0
Statements Certified.....	0
Detention Hearings Held.....	0
Orders for Non-Secure Custody Issued.....	0
Parent Contributing to Nonattendance Cases Filed.....	0

Municipal Courts

Activity Detail

September 1, 2025 to September 30, 2025

100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1

Court: Humble

ADDITIONAL ACTIVITY

	Number Given	Number Requests for Counsel
Magistrate Warnings:		
Class C Misdemeanors	0	---
Class A and B Misdemeanors	0	0
Felonies	0	0
		Total
Arrest Warrants Issued:		
Class C Misdemeanors		1,061
Class A and B Misdemeanors		0
Felonies		0
Capiases Pro Fine Issued		162
Search Warrants Issued		0
Warrants for Fire, Health and Code Inspections Filed		0
Examining Trials Conducted		0
Emergency Mental Health Hearings Held		0
Magistrate's Orders for Emergency Protection Issued		0
Magistrate's Orders for Ignition Interlock Device Issued		0
All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
Driver's License Denial, Revocation or Suspension Hearings Held		12
Disposition of Stolen Property Hearings Held		0
Peace Bond Hearings Held		0
Cases in Which Fine and Court Costs Satisfied by Community Service:		
Partial Satisfaction		0
Full Satisfaction		0
Cases in Which Fine and Court Costs Satisfied by Jail Credit		61
Cases in Which Fine and Court Costs Waived for Indigency		4
Amount of Fines and Court Costs Waived for Indigency		\$ 2,032
Fines, Court Costs and Other Amounts Collected:		
Kept by City		\$ 135,700
Remitted to State		\$ 51,141
Total		\$ 186,842



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 23, 2025

ITEM TYPE: Consent

AGENDA SECTION: **CONSENT AGENDA:**

SUBJECT: Correspondence

ATTACHMENTS:

[TML 39](#)

[TML 40](#)

TML LEGISLATIVE UPDATE



October 10, 2025
Number 39

Comptroller Issues Guidance on City Debt Reporting

In an email to cities and other taxing units on October 2, the comptroller's office provided initial guidance on how taxing units are to report historical debt information to the comptroller in order to comply with new reporting requirements in [H.B. 103](#).

As a reminder, H.B. 103 passed during the 89th Regular Session and requires the comptroller to maintain a database of current and historical information regarding property tax rate elections and bonds issued by each taxing unit in the state. In order to build the database, cities must report to the comptroller detailed information related to each bond proposed or issued by the city, as well as information related to any tax rate election held by the city to approve a property tax rate exceeding the voter-approval tax rate or the de minimis tax rate, as applicable. This includes historical tax and bond data for the years 2015-2025, which must be reported to the comptroller by **January 1, 2026**. This historical information includes:

1. For each bond proposed or issued by the city between 2015 and 2025:
 - The language of the ballot proposition to approve the bond;
 - The projected debt service tax rate associated with a proposed bond, a description of any increase in the debt service tax rate resulting from the bond's issuance, and an estimate of the minimum dollar amount required to be spent annually for debt service resulting from the bond's issuance;
 - The result of any election held for the purpose of approving a proposed bond;
 - A list of the projects to be funded by the bond; and

- An accounting of the use of the bond proceeds, including a description of any project paid for with the proceeds.
2. Information related to a property tax rate election held under Chapter 26 of the Tax Code between 2015 and 2025 to approve a rate exceeding the voter-approval rate or de minimis rate, as applicable, including:
- The city's adopted tax rate and voter-approval tax rate and the difference between the two;
 - The city's tax rate for the preceding tax year;
 - The number of votes cast in the election in favor of the proposition and against the proposition; and
 - If the proposition is not approved by the voters, the taxing unit's tax rate for the tax year.

According to the comptroller's email, taxing units will have a month to report their 2015-2025 data to the comptroller beginning on December 1, 2025. A link to the online reporting form for cities to use, along with the city's Texas Taxpayer ID and local government assistance access code, will be sent to the city in a separate email before the reporting period begins on December 1, 2025. City officials with questions are encouraged to reach out to Dan Knight at the comptroller's office at dan.knight@cpa.texas.gov or 512-475-0248.

The League will provide additional updates when the reporting window begins on December 1. More information on H.B. 103 can be found in [this article](#) from a previous issue of the *Legislative Update*.

AG Sends Notice to Certain Cities on Annual Audit Bill Penalties

[S.B. 1851](#), which took effect September 1, provides that if the attorney general determines that a city fails to conduct its annual audit or fails to file its financial statement within 180 days after the last day of the fiscal year, the city may not adopt an ad valorem tax rate that exceeds the city's no-new-revenue tax rate. At least four cities, Odessa, Tom Bean, La Marque, and Whitesboro recently received letters from Attorney General Ken Paxton regarding complaints that each city failed to conduct an annual financial audit and file the required financial statement before the 2025 deadline. The letters announce a formal investigation into the matter and demand that "the new tax rate not be implemented" until the investigation is complete. The "new tax rate" refers to the rate adopted for the 2025 tax year, which in part funds the budget adopted for the 2025-26 fiscal year. The attorney general's press release is available [here](#).

The City of Odessa responded to Attorney General Paxton, arguing that his interpretation of the bill as applying to the 2025 tax year is not supported by the language in the bill and is impermissibly retroactive. Odessa's press release is available [here](#).

Much of the legal confusion appears to stem from the difference between a tax year and a fiscal year. Cities can adopt any fiscal year, though most cities adopt a fiscal year running from October 1 through September 30. A tax year, on the other hand, is defined in Section 1.04 of the Tax Code as the calendar year. The 2025 tax year began on January 1, 2025, and the 2026 tax year begins on January 1, 2026. Section 2 of S.B. 1851 provides that the act applies only to the adoption of a property tax rate for a tax year that begins on or after the effective date of the act. Therefore, the first tax rate adoption affected by this bill is likely the 2026 tax year. The League believes a court would likely hold that the provisions of S.B. 1851 do not apply to the tax rate already adopted for the 2025 tax year, and there is no clear authority in state law for a city to halt implementation of an adopted tax rate as requested in the above-mentioned letter from the attorney general.

The League previously published an [in-depth analysis](#) of S.B. 1851.

Ask a Lawyer at the TML Annual Conference

Come meet the TML legal staff and hear the answers to questions you've always wanted to have answered in a fun, insightful, and informal Legal Q&A session. The session will be held at 3:30 - 4:45 p.m. on Wednesday, October 29, at the TML Annual Conference in Fort Worth. City officials can submit their questions [here](#) or by going to [slido.com](#) and entering meeting code 2827438. Questions with the most upvotes will be answered first.

Resolutions Submitted for Consideration at TML Annual Conference and Exhibition

Several legislative resolutions were submitted for consideration at the 2025 TML Annual Conference in Fort Worth. The topics relate, among other things, to:

1. Citizen Comment Period
2. Regulation of Electric Bicycles
3. Proposed Budget Required Posting Period
4. Polling Locations
5. Type A General Law Cities Accepting Donations
6. Public Works Professionals as First Responders
7. Preemption of Food Regulation

Other non-legislative resolutions to be considered at the TML business meeting include resolutions dealing with TML business, including increases to membership service fees and three amendments to the TML Constitution.

The full resolutions packet can be found [here](#). The resolutions will be debated at the TML business meeting on **October 30 at 3:30 p.m.**

Each city is entitled to one voting delegate at the business meeting. The delegate isn't required to have any expertise, and an elected official delegate is encouraged but not required. The delegate can sign up in person at a table outside of the meeting room. All city officials are welcome to attend the meeting, whether or not they are a voting delegate.

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.

TML LEGISLATIVE UPDATE



October 17, 2025
Number 40

TxDOT to Enforce Compliance with Pavement Markings on City Streets

Last week, Governor Abbott [directed](#) the Texas Department of Transportation (TxDOT) to ensure cities and counties are in compliance with federal and state guidelines regarding roadway safety.

According to a [memo sent by TxDOT](#), “Pavement markings such as decorative crosswalks, murals, or markings conveying artwork or other messages are prohibited on travel lanes, shoulders, intersections, and crosswalks unless they serve a direct traffic control or safety function. This prohibition includes the use of symbols, flags, or other markings conveying any message or communications.”

Cities must be in compliant with regulations within 30 days. Failure to comply may result in:

- Withholding or denial of state or federal funding;
- Suspension of agreements between TxDOT and the local jurisdiction; or
- Required removal or modification of non-compliant markings on roads that are part of the state highway system or funded through TxDOT-administered programs.

City officials with questions should seek information from the city’s local [TxDOT District Engineer](#).

BDO Opens Final BEAD Proposal for Public Comment

The Texas Broadband Development Office (BDO) has released the draft of its [Final Proposal](#) developed as part of the federal Broadband Equity, Access, and Deployment Program (BEAD). The final draft proposal describes BDO's implementation of the BEAD program, the solicitation, evaluation and provisional selection of subgrantees.

The BDO is now accepting public comment on the proposal until October 22 at 2:00 p.m. Public comment will only be accepted by the BDO's [online form](#).

City officials can email questions on the public comment process to broadband@cpa.texas.gov.

Comptroller Releases Certification Revenue Estimate

Acting Comptroller Kelly Hancock [released](#) the [Certification Revenue Estimate](#) (CRE) for the 2026-2027 biennium. The CRE is provided after a legislative session ends and revises projections to reflect legislative activity and current economic information. The comptroller projects the state to have a total of \$203.63 billion in General Revenue-related funds available. The revenue will support the general-purpose spending of \$198.97 billion for the 2026-2027 biennium.

The Economic Stabilization Fund, commonly known as the Rainy Day Fund, will reach its constitutional cap after a \$2.05 billion transfer from severance taxes at the start of the FY 2026 and will not receive a transfer in FY 2027 due to the cap. A portion of the revenue meant for the ESF, \$475 million, will remain in General Revenue. The ESF is projected to have a balance of \$28.48 billion at the end of fiscal year 2027. The State Highway Fund will receive a transfer of \$2.5 billion in FY 2026 and \$2.46 billion in FY 2027.

Lt. Governor and Speaker Announce Committee on July Flooding Events

On Monday, Lt. Governor Patrick and Speaker Burrows announced the creation of the House and Senate General Investigating Committees on the July 2025 Flooding Events. The committee was created by [Senate Resolution 2](#) and [House Resolution 177](#) from the second-called special session of the 89th Legislature. The committee is tasked to provide a complete and thorough examination of the facts and circumstances surrounding the July 2025 flooding events.

The following members have been appointed to the joint committee:

House

Morgan Meyer, Chair (R – University Park)

Joe Moody, Vice-Chair (D – El Paso)

Drew Darby (R – San Angelo)

Paul Dyson (R – College Station)
Erin Gámez (D – Brownsville)

Senate

Pete Flores, Chair (R – Pleasanton)
Charles Perry, Vice Chair (R – Lubbock)
Bryan Hughes (R – Mineola)
Sen. Lois Kolkhorst (R – Brenham)
Sen. José Menéndez (D – San Antonio)

Ask a Lawyer at the TML Annual Conference

Come meet the TML legal staff and hear the answers to questions you've always wanted to have answered in a fun, insightful, and informal Legal Q&A session. The session will be held at 3:30 - 4:45 p.m. on Wednesday, October 29, at the TML Annual Conference in Fort Worth. City officials can submit their questions [here](#) or by going to [slido.com](#) and entering meeting code 2827438. Questions with the most upvotes will be answered first.

Resolutions Submitted for Consideration at TML Annual Conference and Exhibition

Several legislative resolutions were submitted for consideration at the 2025 TML Annual Conference in Fort Worth. The topics relate, among other things, to:

1. Citizen Comment Period
2. Regulation of Electric Bicycles
3. Proposed Budget Required Posting Period
4. Polling Locations
5. Type A General Law Cities Accepting Donations
6. Public Works Professionals as First Responders
7. Preemption of Food Regulation

Other non-legislative resolutions to be considered at the TML business meeting include resolutions dealing with TML business, including increases to membership service fees and three amendments to the TML Constitution.

The full resolutions packet can be found [here](#). The resolutions will be debated at the TML business meeting on **October 30 at 3:30 p.m.**

Each city is entitled to one voting delegate at the business meeting. The delegate isn't required to have any expertise, and an elected official delegate is encouraged but not required. The delegate can sign up in person at a table outside of the meeting room. All city officials are welcome to attend the meeting, whether or not they are a voting delegate.

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: October 23, 2025

ITEM TYPE: Resolution

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the approval of Resolution 25-899, a resolution designating a representative and alternate to the Houston-Galveston Area Council 2026 General Assembly.

ATTACHMENTS:
[Resolution 25-899 HGAC City Designations 2026](#)

CITY OF HUMBLE, TEXAS

RESOLUTION NO. 25-899

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUMBLE, TEXAS, DESIGNATING A REPRESENTATIVE AND ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL 2026 GENERAL ASSEMBLY.

* * * * *

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

- Section 1.** That Bruce Davidson be, and is hereby designated as its Representative to the General Assembly of the Houston-Galveston Area Council for the year 2026.
- Section 2.** That the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he resign, is Mike Marshall.
- Section 3.** That the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED, APPROVED, AND RESOLVED this 23rd day of October, 2025.

APPROVED:

Norman Funderburk
Mayor

ATTEST:

Maria Jackson
City Secretary



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 23, 2025

ITEM TYPE: Group Health Insurance Plans

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion to approve the recommended 2026 City of Humble Group Insurance plan.

ATTACHMENTS:
[2026 Group Insurance Recommendations](#)
[COH 2026 City Council Presentation](#)



CITY of HUMBLE

114 West Higgins • Humble, Texas 77338 • (281) 446-3061

NORMAN FUNDERBURK MAYOR

COUNCIL MEMBERS

Charles "Andy" Curry
Bruce Davidson
Mike Marshall
Paula Settle
Rick Swanson

CITY MANAGER

Jason Stuebe

CITY SECRETARY

Maria Jackson

TO: Mayor and City Council

FROM: Jason Stuebe, City Manager
Victoria Nielsen, HR and Benefits Manager

RE: 2026 Group Health Insurance Plans

The City of Humble Insurance Committee would like to make the following Recommendations for the 2026 City of Humble Group Health Insurance Plans:

Medical & Stop Loss:

- **Medical Administrator:** The City completed a Self-Funded and Fully-Insured Request for Proposal for the 2026 plan year. We recommend renewing with Aetna as the medical administrator. We still believe Aetna offers a competitive financial arrangement, network discounts & superior network for the City compared to the other carriers in the market. The ASO fee is not changing compared to current – it is locked in for 3 years (until 1/1/2028).
- **Stop Loss:** We recommend renewing with Aetna for the Stop Loss insurance. Overall projected renewal increase is 4.0% (negotiated down from the original renewal of 11.6%). This includes a 50% rate cap and No New Laser at renewal provision. Twelve other carriers were solicited from the marketplace. Only two carriers were slightly below the renewal; however, their proposals were not firm and would need several more weeks to finalize their quotes. The main reason for the renewal acceptance is the ability to have immediate stop loss reimbursements from the carrier (cash flow concerns as it pertains to outside reinsurance).
- **Active Class:**
 - **Medical/Rx Plan Designs:** On the Base CDHP plan we recommend increasing the In-Network Embedded Individual Deductible to \$3,400 to remain in compliance with the IRS. In addition, we recommend increasing the In-Network Embedded Family Deductible to \$6,800 (2x Ind. Deductible) to maintain consistency across plans. Similarly, the PPO plan will increase the deductible to \$550 individual / \$1,100 family to keep pace with trend.
 - **Next Level PRIME:** We recommend renewing with Next Level PRIME to meet members primary and urgent care needs seven days a week, with access to virtual care 24/7. The cost is \$60 Per Employee Per Month (PEPM) to the City (for a 3-year contract beginning January 1, 2026). The benefit to the City is that services completed at a Next Level location would not be paid under the self-funded medical plan. If a service is completed at a Next Level location, it is now free for all members enrolled in a City medical plan.
 - **Medical Contributions / COBRA Rates:** The Budget/COBRA rates would increase by 7.0% to keep pace with trend. This also includes the cost of Next Level PRIME. The employee contributions will have the same cost share as current for all plans and tiers.
 - **Medical Premium Discount:** We recommend maintaining the medical premium discount. For 2026, if employees got their annual physical prior to October 31, 2025, they would receive the \$50 monthly medical premium discount. Employees hired/rehired on or after August 1, 2025, would be grandfathered for 2026.

- **Employer HSA Funding:** We recommend no changes to the \$1,000 lump sum contribution to employee's individual Health Savings Accounts if they are enrolled in the Base CDHP. This will be pro-rated monthly based on the employee's hire date.
- **Active Class Dependent Audit:**
 - We recommend utilizing Dependent Specialists, Inc. (DSI) to conduct a medical dependent audit. This would ensure that the City maintains compliance and provides an excellent benefit program to our valued employees. The project cost would be \$10,000 but the projected return on investment is upwards of \$87,209 (assuming 8% of members are found to be ineligible).
- **Retiree Class:**
 - **Medical:** Retirees will still use Alliant Individual Health Solutions to find affordable coverage through the Marketplace. The City will provide a monthly contribution to a Health Reimbursement Arrangement (HRA) equal to \$791.64 per month (increase from \$770.83 in 2025). The HRA subsidy is only available while the Retiree has ACA qualified medical coverage and will terminate once the Retiree reaches age 65.
 - **Other Ancillary Coverages:** Retirees can still remain on the City Dental, Vision and Basic Life plans.

Ancillary Coverage Lines:

- **Dental Plan:** We recommend renewing with Delta Dental. The recommendation is to add a new D&P Waiver Benefit – this would ensure that any diagnostic & preventive services would not apply towards the annual maximum & members would have an enhanced benefit compared to current. Employee contributions would increase slightly.
- **Vision Plan:** We do not recommend any changes to Vision. Rates are under a 4-year rate guarantee beginning January 1, 2024.
- **Life & AD&D:** We recommend renewing with Voya. Rates are under a 2-year rate guarantee beginning January 1, 2025. For this year only, we secured a true open enrollment for Voluntary Life (employees and dependents can get up to the guarantee issue).
- **New Employee Assistance Plan (EAP):** We recommend implementing a new EAP plan through Aetna. Members would get up to 6 face-to-face sessions per issue per year and this is geared to assist with first responders. The City can use Aetna's wellness allowance money to offset the cost.
- **New Voluntary Legal & ID Theft Plan:** We recommend implementing a new voluntary Legal plan through LegalShield & an Identity and Fraud Protection plan through IDTheft. This would enhance our benefits package. Premiums would be deducted on a post-tax basis and be paid for by the employee.
- **HSA/HRA Administration:** We recommend renewing with Inspira Financial. The City received a 1-year rate pass.
- **COBRA Administration:** We recommend renewing with WEX. Rates are guaranteed until January 1, 2027.

Aetna Negotiated Allowances

- **Wellness Budget:** \$15,000 allowance
 - The group will continue with Noom Weight & Mood as part of the wellness program. The City will purchase a minimum of 5 licenses. The cost of each license is \$230 & are 1-year subscriptions. The cost to the member will be \$25 post-tax for the 1-year subscription.
- **Communication Budget & Data Analytics Budget:** \$10,750 allowance
 - The City will renew the Text Messaging platform.
 - The City will renew the Jellyvision decision support tool for 2025-26 Open Enrollment & have it available for new hires.
 - A portion of the funds above will be used to pay for CedarGate (data analytics platform through Alliant).

2026
City Council
City of Humble

October 23, 2025



Contributions include the medical premium discount - assumes employees completed their annual physical

Proposed Medical Budget Rates & Contributions

City of Humble

2026 Funding Rate Projections



Medical/Rx	Enrollment		2025			2026		
	Current	Projected	Rates	EE	ER	Rates	EE	ER
Active PPO								
EE Only	75	75	\$956.13	\$80.25	\$875.88	\$1,023.06	\$85.87	\$937.19
EE + Spouse	14	14	\$1,997.21	\$480.24	\$1,516.97	\$2,137.01	\$513.86	\$1,623.16
EE + Child(ren)	31	31	\$1,778.75	\$364.44	\$1,414.31	\$1,903.26	\$389.95	\$1,513.31
EE + Family	35	35	\$2,832.76	\$681.15	\$2,151.61	\$3,031.05	\$728.83	\$2,302.22
Annual Costs	155	155	\$3,047,502	\$574,560	\$2,472,942	\$3,260,828	\$614,780	\$2,646,048
PEPM Costs			\$1,638.44			\$1,753.13		
Active HDHP								
EE Only	43	43	\$817.75	\$0.00	\$817.75	\$874.99	\$0.00	\$874.99
EE + Spouse	5	5	\$1,708.18	\$204.95	\$1,503.23	\$1,827.75	\$219.30	\$1,608.46
EE + Child(ren)	12	12	\$1,521.32	\$182.54	\$1,338.78	\$1,627.81	\$195.31	\$1,432.50
EE + Family	16	16	\$2,422.80	\$290.70	\$2,132.10	\$2,592.40	\$311.05	\$2,281.35
Annual Costs	76	76	\$1,208,697	\$94,396	\$1,114,301	\$1,293,306	\$101,004	\$1,192,303
PEPM Costs			\$1,325.33			\$1,418.10		
Annual Cost								
Total	231	231	\$4,256,200	\$668,956	\$3,587,244	\$4,554,134	\$715,783	\$3,838,351
\$ Increase						\$297,934	\$46,827	\$251,107
% Increase						7.0%	7.0%	7.0%

EE Cost Share	
2025	2026
8%	8%
24%	24%
20%	20%
24%	24%

2025	2026
0%	0%
12%	12%
12%	12%
12%	12%

Does not take into consideration the employer funding to the Health Savings Account.



The Base CDHP deductible change is required by the IRS

Proposed Medical Plan Changes

	Base CDHP	Buy-Up PPO
HSA Dollars from The City	\$1,000 per year – prorated for new hires (no change for 2025)	n/a
Embedded Deductible (In-Network)	\$3,400 Individual \$6,800 Family (was \$3,300 / \$6,600)	\$550 Individual \$1,100 Family (was \$500 / \$1,000)
Embedded Out-of-Pocket Maximum (In-Network)	\$4,000 Individual \$8,000 Family	\$4,000 Individual \$8,000 Family
Prescription Drugs (Retail 30-day supply)	Drugs covered under the Preventive Drug List are covered at coinsurance with the deductible waived For all other drugs, you pay 20% after deductible	Generic: \$15 Preferred Brand: \$40 Non-Preferred Brand: \$75 Specialty: 20% up to \$250



Next Level PRIME

- Recommend renewing with Next Level PRIME with a 3-year contract
- Termination penalty if the group terms early
- \$60 PEPM - built into the Medical Budget Rates



2026 ASO & Stop Loss Renewal

Enrollment is based on the marketing census

NOTE: This report is for information purposes only and does not amend, extend, or alter the policy in any way. Please refer to the policy for complete coverage and exclusion information.

Proposed rates are based on the current enrollment. Should the enrollment change by +/- 10% in participation or demographics at any time, the carrier reserves the right to re-rate and could rescind any rate cap provisions.

Enrollment is based on the Marketing Census	Aetna Current		Aetna Original Renewal - Not Firm		Aetna Negotiated Renewal - Firm	
Assumed Enrollment						
EE Only	117		117		117	
EE + Spouse	17		17		17	
EE + Child(ren)	43		43		43	
EE + Family	51		51		51	
Total Enrollment	228		228		228	
Contract Basis	Paid with TLO (6 mos)		Paid with TLO (6 mos)		Paid with TLO (6 mos)	
Contract Coverage	Medical, Rx		Medical, Rx		Medical, Rx	
Specific Deductible	\$140,000		\$140,000		\$140,000	
Specific Advance	Included		Included		Included	
Administrative Fee	\$28.75		\$28.75		\$28.75	
Specific Premium	TLO- 6 mos		TLO- 6 mos		TLO- 6 mos	
EE Only	\$327.96	\$347.47	\$367.32	\$387.87	\$341.41	\$361.50
EE + Spouse	\$327.96		\$367.32		\$341.41	
EE + Child(ren)	\$327.96		\$367.32		\$341.41	
EE + Family	\$327.96		\$367.32		\$341.41	
Maximum Reimbursement per Policy Period	Unlimited		Unlimited		Unlimited	
Maximum Lifetime Reimbursement per Person	Unlimited		Unlimited		Unlimited	
Aggregate Premium						
EE Only	\$19.51		\$20.55		\$20.09	
EE + Spouse	\$19.51		\$20.55		\$20.09	
EE + Child(ren)	\$19.51		\$20.55		\$20.09	
EE + Family	\$19.51		\$20.55		\$20.09	
Aggregate Corridor	125%		125%		125%	
Maximum Annual Reimbursement	\$1,000,000		\$1,000,000		\$1,000,000	
Aggregate Monthly Attachment Factors	TLO		TLO		TLO	
EE Only	\$1,648.12	Projected TLO Claims Liability \$4,756,474	\$1,754.28	Projected TLO Claims Liability \$5,245,287	\$1,721.04	Projected TLO Claims Liability \$5,168,287
EE + Spouse	\$1,648.12		\$1,754.28		\$1,721.04	
EE + Child(ren)	\$1,648.12		\$1,754.28		\$1,721.04	
EE + Family	\$1,648.12		\$1,754.28		\$1,721.04	
Estimated Annual Fixed Costs						
Administrative Premium	\$78,660		\$78,660		\$78,660	
Specific Premium	\$897,299		\$1,004,988		\$934,098	
Aggregate Premium	\$53,379		\$56,225		\$54,966	
Total Estimated Annual Fixed Costs (Admin + Stop Loss)	\$1,029,338		\$1,139,872		\$1,067,724	
\$ Difference Over Current		Excludes TLO	\$110,534	Excludes TLO	\$38,386	Excludes TLO
% Difference Over Current			10.7%		3.7%	
Annual Aggregate Attachment Point (Maximum Claims)	\$4,509,248		\$4,799,710		\$4,708,765	
Total Estimated Annual Fixed (Admin + Stop Loss) + Claims Cost - DOES NOT INCLUDE TERMINALS	\$5,538,586		\$5,939,582		\$5,776,489	
\$ Difference Over Current		Excludes TLO	\$400,996	Excludes TLO	\$237,903	Excludes TLO
% Difference Over Current			7.2%		4.3%	
Other Comments / Contingencies	Includes 50% rate cap with NNL provision Data Analytics Allowance: \$5,750 Wellness Allowance: \$15,000 Communication Allowance: \$5,000 Does not take into account 2025 admin fee credit Retirees are excluded		ILLUSTRATIVE - Can firm within 120 days of the effective date Includes 50% rate cap with NNL provision Data Analytics & Communication Allowance: \$10,750 (\$5,000 is for Data Warehouse but leftover can go back to the City) Wellness Allowance: \$15,000 Retirees are excluded		Firm and Final Includes 50% rate cap with NNL provision Data Analytics & Communication Allowance: \$10,750 (\$5,000 is for Data Warehouse but leftover can go back to the City) Wellness Allowance: \$15,000 Retirees are excluded	
Lasered Claimants	NONE		NONE		NONE	

Run out admin fees are not included if applicable. TLO is elected at termination.



New - Dependent Audit - DSI

Employees in Project

111

Estimated Project Investment

\$10,000

Deposit

33%

Project minimum bill is \$10,000.

Return on Investment

ROI Guarantee

One adult dependent shall be removed from medical coverage, or total fee will be reduced by 50%.*

ROI guarantee is subject to confirmation that no previous audit has been completed for 3 years, and no measures are taken currently or during Open Enrollments to verify dependents or inform employees that dependent relationship may be verified. ROI is based on recommended dependent removals, including passive removals.

Your Estimated Savings

4% Ineligible

\$43,604

6% Ineligible

\$65,407

8% Ineligible

\$87,209

Savings estimates based on national averages of 2.2 dependents per employee and \$4,464 per annual dependent cost to employer.

Project Options

- **Paperless Audit:** \$4 Discount per EE
- **Working Spouse Provision:** \$3 per EE
- **Spanish Letters:** \$3 per EE
- **Supplemental Life Review:** \$5 per EE
- **Supplemental Life Communication:** \$8 per EE
- **Student Status Verification:** \$1 per EE
- **Outbound Calls:** \$5 per EE Called (3 Calls)
- **Census Format:** \$100 per Hour (2 Hours Free)



2026 Retiree HRA Contribution

Retiree Medical Structure

The City would use Alliant Individual Health Solutions to help Retirees find affordable health insurance.

Retirees can schedule an appointment at alliantindividualhealthsolutions.com or call (877) 328-1195 to speak with a licensed insurance agent.

Retirees Would:

1. Schedule an appointment or call AIHS
2. Review coverage options through the Marketplace, secure that coverage, and then notify Human Resources
3. Work with AIHS to decide if the Retiree is eligible for subsidies - they may wish to opt out of the Retiree-Only HRA if they get more subsidies without it. If they want to elect the HRA, complete an HRA Enrollment Form and return it to Human Resources

Facts about the HRA:

- They will receive a debit card in the mail. The card functions like a normal debit card and can be used for eligible expenses at qualified merchants. If they don't use the debit card, they can pay out of pocket and submit for reimbursement. For medical premiums specifically, they will pay out-of-pocket and submit for reimbursement.
- HRA funds rollover from month to month (but not year-to-year).
- The HRA subsidy is only available while the Retiree has qualified medical insurance.
- Once the Retiree becomes Medicare eligible, the HRA subsidy will terminate at the end of the month.
- The HRA subsidy is tied to the Retiree's eligibility.

Retirees can still maintain Dental, Vision & Basic Life coverage through the City

Retirees can now add dependents to the Dental & Vision plans even if they were not enrolled immediately prior to Retirement

2025: The City currently subsidizes \$770.83 per month into a Retiree-Only Health Reimbursement Arrangement

2026: Increase HRA by 2.7% = \$791.64 per month



Dental D&P Waiver Plan

With this option, diagnostic & preventive services would NOT apply towards the annual maximum

City of Humble Dental Contribution Modeler

2026 Premium Projection

Enrollment is based on the 2025 marketing census

Base MAC Plan	Current Enrollment	2025		
		Rates	EE	ER
Active Plan				
EE Only	79	\$22.00	\$0.00	\$22.00
EE + Spouse	11	\$43.42	\$23.80	\$19.62
EE + Child(ren)	21	\$65.66	\$48.50	\$17.16
EE + Family	36	\$97.74	\$84.15	\$13.59
Annual Costs	147	\$85,357	\$51,718	\$33,640

Buy-Up DPPO				
Active Plan				
EE Only	33	\$32.67	\$11.84	\$20.83
EE + Spouse	10	\$61.95	\$44.39	\$17.56
EE + Child(ren)	9	\$89.33	\$74.80	\$14.53
EE + Family	19	\$133.13	\$123.48	\$9.65
Annual Costs	71	\$60,373	\$46,250	\$14,123

Base MAC Plan				
Retiree Plan				
EE Only	15	\$22.00	\$5.50	\$16.50
EE + Spouse	5	\$43.42	\$26.92	\$16.50
EE + Child(ren)	0	\$65.66	\$49.16	\$16.50
EE + Family	2	\$97.74	\$81.24	\$16.50
Annual Costs	22	\$8,911	\$4,556	\$4,355

Buy-Up DPPO				
Retiree Plan				
EE Only	24	\$32.67	\$16.17	\$16.50
EE + Spouse	14	\$61.95	\$45.45	\$16.50
EE + Child(ren)	2	\$89.33	\$72.83	\$16.50
EE + Family	0	\$133.13	\$116.63	\$16.50
Annual Costs	40	\$21,960	\$14,042	\$7,919

Total Annual Costs	280	\$176,601	\$116,565	\$60,036
\$ Difference Over Current				
% Difference Over Current				

Adding the Preventive Waiver				
Base MAC Plan	Projected Enrollment	2026		
		Rates	EE	ER
Active Plan				
EE Only	79	\$22.08	\$0.00	\$22.08
EE + Spouse	11	\$43.57	\$23.95	\$19.62
EE + Child(ren)	21	\$65.79	\$48.63	\$17.16
EE + Family	36	\$97.96	\$84.37	\$13.59
Annual Costs	147	\$85,581	\$51,866	\$33,715

Buy-Up DPPO				
Active Plan				
EE Only	33	\$35.10	\$14.27	\$20.83
EE + Spouse	10	\$66.56	\$49.00	\$17.56
EE + Child(ren)	9	\$94.59	\$80.06	\$14.53
EE + Family	19	\$141.42	\$131.77	\$9.65
Annual Costs	71	\$64,346	\$50,223	\$14,123

Base MAC Plan				
Retiree Plan				
EE Only	15	\$22.08	\$5.52	\$16.56
EE + Spouse	5	\$43.57	\$27.01	\$16.56
EE + Child(ren)	0	\$65.79	\$49.23	\$16.56
EE + Family	2	\$97.96	\$81.40	\$16.56
Annual Costs	22	\$8,940	\$4,569	\$4,371

Buy-Up DPPO				
Retiree Plan				
EE Only	24	\$35.10	\$18.54	\$16.56
EE + Spouse	14	\$66.56	\$50.00	\$16.56
EE + Child(ren)	2	\$94.59	\$78.03	\$16.56
EE + Family	0	\$141.42	\$124.86	\$16.56
Annual Costs	40	\$23,561	\$15,614	\$7,947

Total Annual Costs	280	\$182,428	\$122,271	\$60,157
\$ Difference Over Current		\$5,826	\$5,706	\$120
% Difference Over Current		3.3%	4.9%	0.2%

\$ Increase in EE Contributions	% Increase in EE Contributions	EE Cost Share
\$0.00	0.0%	0.0%
\$0.15	0.6%	55.0%
\$0.13	0.3%	73.9%
\$0.22	0.3%	86.1%

\$2.43	20.5%	40.7%
\$4.61	10.4%	73.6%
\$5.26	7.0%	84.6%
\$8.29	6.7%	93.2%

\$0.02	0.4%	25.0%
\$0.09	0.3%	62.0%
\$0.07	0.1%	74.8%
\$0.16	0.2%	83.1%

\$2.37	14.7%	52.8%
\$4.55	10.0%	75.1%
\$5.20	7.1%	82.5%
\$8.23	7.1%	88.3%



Vision

- No changes to carrier (Aetna) or rates - under a rate guarantee until January 1, 2028

Plan	Monthly Rate	Monthly ER Contribution	Monthly EE Contribution	Weekly EE Contribution	Semi-Monthly Contribution	COBRA Rate (102%)
Aetna Vision Plan (Active)						
Employee Only	\$4.85	\$4.85	\$0.00	\$0.00	\$0.00	\$4.95
Employee + Spouse	\$9.22	\$5.61	\$3.61	\$0.83	\$1.80	\$9.40
Employee + Child(ren)	\$9.71	\$5.66	\$4.05	\$0.93	\$2.02	\$9.90
Employee + Family	\$14.27	\$5.92	\$8.35	\$1.93	\$4.18	\$14.56
Aetna Vision Plan (Retiree)						
Employee Only	\$4.85	\$3.64	\$1.21	\$0.28	\$0.61	\$4.95
Employee + Spouse	\$9.22	\$3.64	\$5.58	\$1.29	\$2.79	\$9.40
Employee + Child(ren)	\$9.71	\$3.64	\$6.07	\$1.40	\$3.04	\$9.90
Employee + Family	\$14.27	\$3.64	\$10.63	\$2.45	\$5.32	\$14.56



Life & AD&D

- No changes to carrier (Voya) or rates - under a rate guarantee until January 1, 2027
- True Open Enrollment for Voluntary Life - previously declined employees would not be eligible

Plan	Monthly Rate	Monthly ER Contribution	Monthly EE Contribution
Voya - Basic Life/AD&D - Pre-65 Retirees can elect Basic Life for \$1.88 per month			
Basic Life Rate per \$1,000 (Actives & Retirees)	\$0.100	100%	0%
Basic AD&D Rate per \$1,000	\$0.020	100%	0%
Combined Rate	\$0.120		
Voya - Voluntary Life & AD&D (Rates include \$0.030 for AD&D) - If member elects voluntary life they will automatically be enrolled for the same amount of voluntary AD&D			
<u>Voluntary Life Rates per \$1,000 (Spouse Rate Based on Spouse Age)</u>		<u>Employee/Spouse</u>	
Under Age 20		\$0.110	
Age 20 - 24		\$0.110	
Age 25 - 29		\$0.110	
Age 30 - 34		\$0.120	
Age 35 - 39		\$0.140	
Age 40 - 44		\$0.160	
Age 45 - 49		\$0.250	
Age 50 - 54		\$0.340	
Age 55 - 59		\$0.630	
Age 60 - 64		\$0.850	
Age 65 - 69		\$1.380	
Age 70 - 74		\$2.550	
Age 75 +		\$8.160	
Child Rate (Life Only - Not Eligible for AD&D)		\$0.500	



New - Aetna Living EAP

Services for Employers

Management consultation

A specialized team of licensed clinicians assist your managers and supervisors with crisis response, management referrals, substance use prevention and treatment, and other workplace issues.

Trainings

Through workplace training and awareness sessions, employers respond to workplace events and promote psychologically healthy workplaces, empathy, resilience and support initiatives.

Account management

HR benefit assets are integrated under one platform and an account executive assists with any needs.

Crisis response services

We customize services to meet personalized needs, minimize damage and return employees to previous levels of productivity. Unlimited incidents are included, with up to 10 hours per incident.

Rates are determined by the number of sessions:

3 sessions per issue per year, for an unlimited number of issues	\$1.38 PEPM
6 sessions per issue per year, for an unlimited number of issues	\$1.63 PEPM
8 sessions per issue per year, for an unlimited number of issues	\$1.89 PEPM

Rates and benefits do not apply to current EAP plan sponsors.

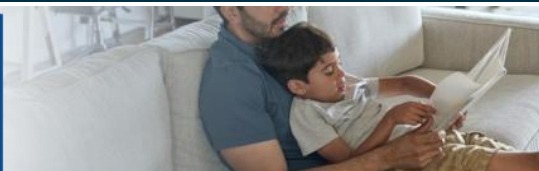
Can use Aetna Wellness Allowance to cover the cost of the EAP program

Implementing the 6 session model effective January 1, 2026
\$4,538 annually for 6 sessions (based on 232 employees)



New - Aetna Living EAP

Services for Employees



Phone consultation

Unlimited phone access to Resources for Living call center staff, including clinicians, available 24/7/365 to help with member needs and refer them to appropriate solutions.

Counseling sessions, including Talkspace

Whether members are looking for in-person or virtual (video, phone or message-based) guidance, therapy sessions per issue are provided at no additional cost.

Common counseling topics include:

- Stress, anxiety, depression and substance use
- Family conflict
- Work/life balance

Members can send unlimited text, audio and video messages to a dedicated therapist through Talkspace. Responses are provided within one working day, up to five days a week. One week of message-based services counts as one visit. Members can also schedule live 30-minute tele-video, telephonic or chat sessions.

Access Plus

Offers enhanced access and search options for providers. Members have quick and easy access to a provider through self-service scheduling and automated authorizations.

Members can search and filter based on their individual preferences, view provider biographies online and schedule a consultation to find a best fit provider. Access Plus is an outcomes-driven clinical network partnering with diverse counselors who offer a broad range of clinical interventions using best-in-class assessments.

Identity theft resources

Members receive a 60-minute telephonic consultation with a highly trained Fraud Resolution Specialist™ who provides seven emergency response activities, as well as a free ID Theft Emergency Response Kit™.

Worklife support

Members have access to specialists who provide qualified referrals for child care, elder care and everyday personal, household and family issues.

Member website

Access to a full range of web-based tools and resources on a variety of mental health, work/life balance and healthy living topics are available on the member website.

Content including:

- Articles and topical messaging on work/life balance, building resilience, addressing burnout, social isolation, depression, anxiety and substance use.
- A video library including the “Let’s Talk” video series and e-Health videos.
- Interactive online self-assessments and self-guided resources.
- Live and on-demand webinars.

Digital cognitive behavioral therapy (CBT)

CBT is a type of individualized evidence-based talk therapy that challenges the way people think and helps employees with mild or moderate depression and anxiety improve their symptoms. The program offers practical solutions to improve emotional and total well-being through interactive online activities, tools, resources and daily motivation.

Legal resources

Members receive a 30-minute in-person or telephonic attorney consultation per new issue. There’s also a 25 percent discount available for a legal professional beyond the initial call.

Financial resources

Members receive a 30-minute telephonic financial consultation. Members can also access online resources such as articles and calculators.



New - LegalShield & IDShield

The monthly rates below assume the group offers the LegalShield Enhanced plan with IDShield:

- LegalShield Only - \$20.30
- Employee IDShield Only (1 Bureau) - \$6.50
- Employee + Family IDShield Only (1 Bureau) - \$11.25
- LegalShield + EE Only IDShield - \$25.80
- LegalShield + Family IDShield (1 Bureau) - \$29.55



2026 HSA & HRA Fixed Costs

1-Year Rate Pass

Inspira Financial Health Savings Account

City of Humble

January 1, 2026 – December 31, 2026

	<u>Fee</u>
Implementation Fee	\$0.00
*Annual Fee	\$0.00
**Monthly Fee	
Monthly Administration Fee Per Member	\$2.50
Minimum Monthly Billing	\$0.00 per employer per month

<u>Optional Service Fees</u>	
Types of Communication Assistance	
Onsite Enrollment Meeting Support Less than 500 eligible or more than one meeting for groups with 500 plus eligible 500-5,000 eligibles 5,001+ eligibles	\$500.00 per event One free day based on availability, then \$500/day for each additional day As negotiated
Customized Website (with or without single sign on from another site) Lead time: 90 days Cut-off for January 1 business is September 15	\$150 per hour Statement of Work required.
Single Sign On (SSO) to Generic Inspira Member Website (assumes Inspira standard for web service call) Lead time: 60 days	No charge
Customized Member Flyers (revisions to generic member flyers) Lead time: 5 weeks	\$1,000 per flyer Includes two rounds of edits, plus printing and shipping costs, if needed.
Customized Member Letters Lead time: 5 weeks *System-generated • HSA Vetting Communications • Vetting success confirmation email* • Vetting failure letter - first letter • Vetting failure letter - second letter • Vetting failure letter - final letter	\$1,500 per letter, plus mailing costs. Includes two rounds of edits.
Co-Branded Debit Card Lead time: 5 weeks Cut-off for January 1 business is October 15	\$500 for front logo. Custom URL/phone on the back of the card is an additional \$500. Rush request and/or requests after 10/15 for 1/1 fulfillment is an additional \$150 per hour. Minimum of three hours charged. \$10 per card for plan sponsor requested re-issues due to plan changes.



2026 HSA & HRA Fixed Costs

1-Year Rate Pass

Inspira Financial Health Reimbursement Arrangement

City of Humble

January 1, 2026 – December 31, 2026

	Fee
Implementation Fee	\$0.00
*Annual Fee	\$0.00
**Monthly Fee	
Monthly Administration Fee Per Member	\$3.25
Minimum Monthly Billing	\$0.00per employer per month

Optional Service Fees									
Types of Communication Assistance									
Onsite Enrollment Meeting Support (Less than 500 eligible or more than one meeting for groups with 500 plus eligible)	\$500.00 per event								
Customized Website (with or without single sign on from another site) Lead time: 90 days Cut-off for January 1 business is September 15	Optional, included only for NA with 3,000+ eligible and \$50k+ revenue								
Single Sign On (SSO) to Generic Inspira Member Website (assumes Inspira standard for web service call) Lead time: 60 days	No charge								
Customized Member Flyers and Quick Reference Guides (QRGs) (revisions to generic member flyers) Lead time: 5 weeks	\$1,000 per flyer Includes two rounds of edits, plus printing and shipping costs, if needed.								
Customized Member Communication Lead time: 5 weeks Examples: • One page flyer • Letter • E-Card/Email • System generated communications (if applicable)	Cost based on Statement of Work, plus printing and shipping costs if needed. Includes two rounds of edits.								
Customized Inspira Cards Co-branded with Inspira logo Lead time: 5 weeks Cut-off for January 1 business is October 15	\$500 for front logo. Custom URL/phone on the back of the card is an additional \$500. Rush request and/or requests after 10/15 for 1/1 fulfillment is an additional \$150 per hour. Minimum of three hours charged. \$10 per card for plan sponsor requested re-issues due to plan changes.								
Customized Inspira Card Carrier / Revisions to standard card carrier Lead time: 5 weeks Cut-off for January 1 business is October 15 Rush requests and/or requests after October 15 for January 1 fulfillment is an additional \$150/hour (minimum of three hours charged) *Quantity determined based on number of Members. Upon restocking, quantity may be re-evaluated	\$3,000 flat fee Includes two rounds of edits, plus recurring printed/fulfillment fees. Minimum order is 10k. <table> <tr> <th>Quantity*</th><th>Price Per Thousand</th></tr> <tr> <td>10,000 to 24,000</td><td>\$250 / M</td></tr> <tr> <td>25,000 to 50,000</td><td>\$150 / M</td></tr> <tr> <td>51,000 +</td><td>\$100 / M</td></tr> </table>	Quantity*	Price Per Thousand	10,000 to 24,000	\$250 / M	25,000 to 50,000	\$150 / M	51,000 +	\$100 / M
Quantity*	Price Per Thousand								
10,000 to 24,000	\$250 / M								
25,000 to 50,000	\$150 / M								
51,000 +	\$100 / M								



WEX COBRA Administration

- Renew with WEX for COBRA
- \$0.75 PEPM
- Rates guaranteed until January 1, 2027



Renewing Jellyvision & Trumpia

Reminder: Negotiated
Communication funds for 2026

ALEX by Jellyvision

- Renew with JellyVision for the 2025-26 plan year
 - Highly engaging decision support tool
 - Increases health literacy through conversational style and humor
 - Helps employees make informed enrollment decisions
 - Influences behavior to save costs
 - **Cost: \$18 PEPY + sales tax**

Text Messages

- Renew with Trumpia for the 2025-26 plan year
 - OE Text Reminders
 - Annual Physical Text Messages
 - Additional reminders as needed during the year
 - **Cost: \$1,200 for the year**



Health & Productivity

Decision:

- **Medical Premium Discount**
 - The discount will increase from \$25 to \$50 per month starting January 1, 2026
 - Employees have from November 1, 2024 - October 31, 2025 to get an annual physical or their contributions will increase by \$50 per month
 - New Hires NOT enrolled as of August 1st or later are grandfathered for the 2026 incentive
- **Noom**
 - License renewals (\$230 per license for a minimum of 5 licenses - can use Aetna Allowance money)

Appendix



One Big Beautiful Bill Act

- July 4th, 2025, President Trump signed into law the [One Big Beautiful Bill Act](#) (OBBBA), a sweeping, budget-related legislation with significant implications for defense spending, corporate and individual taxes, energy policy, and health care.
- For employer-sponsored plans, the key provisions of the new law include:
 - **Permanent Telehealth Relief:** Effective for 2025 plan years and beyond, first dollar coverage for telehealth and other remote care services may be offered alongside a HDHP plan, without sacrificing HSA eligibility.
 - **Direct Primary Care (DPC) Flexibility:** Effective January 1, 2026, DPC arrangements will not disqualify individuals from contributing to an HSA, provided the DPC monthly fees do not exceed \$150/month for individuals or \$300/month for families and do not include certain specified procedures.
 - **Dependent Care Assistance Program (DCAP) Increase:** Effective January 1, 2026, the annual contribution limit for DCAPs increases from \$5,000 to \$7,500.
- **Action Items:** Plan sponsors should consider adopting (or extending) the HDHP flexibility now permitted related to Telehealth and DPC arrangements and should plan for an increase to DCAP contributions for future years. This includes updating plan documents and employee communications.



Benchmarking



Benchmarking Results

Based on Active enrollment & contributions

Assumes wellness premium discount has been applied to contributions

COH has an embedded CDHP

Benchmarking

Medical Plan Financial Impact of Plan & Contribution Variance

	City of Humble		Government/Public Sector	
	Buy-Up PPO	Base CDHP	PPO	HDHP
Plan Design (Median)				
Deductible				
Individual	\$500	\$3,300	\$500	\$2,500
Family	\$1,000	\$6,600	\$1,000	\$5,400
Coinsurance	20%	20%	20%	10%
Out of Pocket Maximum				
Individual	\$4,000	\$4,000	\$3,000	\$4,000
Family	\$8,000	\$8,000	\$6,000	\$8,000
Office Visit				
PCP	\$25	20%	\$20	10%
Specialist	\$50	20%	\$30	10%
Prescription Drugs				
Generic	\$15	20%	\$10	10%
Preferred Brand	\$40	20%	\$30	10%
Non-Preferred Brand	\$75	20%	\$50	10%
Specialty	20% (up to \$250)	20%	\$150	10%
ER-HSA Funding				
Individual	\$0	\$1,000	\$0	\$700
Family	\$0	\$1,000	\$0	\$1,200
Actuarial Value (Claros)	87.8%	80.0%	90.0%	82.2%
Premium Rates				
Employee Only	\$956.13	\$817.75	\$980.64	\$840.60
EE + Spouse	\$1,997.21	\$1,708.18	\$2,048.40	\$1,755.91
EE + Child(ren)	\$1,778.75	\$1,521.32	\$1,824.34	\$1,563.83
EE + Family	\$2,832.76	\$2,422.80	\$2,905.37	\$2,490.50
Employee Contributions				
Employee Only	\$80.25	\$0.00	\$80.25	\$19.00
EE + Spouse	\$480.24	\$204.95	\$320.53	\$264.83
EE + Child(ren)	\$364.44	\$182.54	\$276.44	\$182.54
EE + Family	\$681.15	\$290.70	\$494.69	\$370.90
Assumed Enrolled				
Employee Only	76	44	76	44
EE + Spouse	13	5	13	5
EE + Child(ren)	31	12	31	12
EE + Family	35	16	35	16
Annual Costs				
Total Cost	\$3,035,010	\$1,218,510	\$3,112,803	\$1,252,559
Employee Contributions	\$569,760	\$94,396	\$433,796	\$123,420
Net Employer Cost	\$2,465,249	\$1,124,114	\$2,679,006	\$1,129,139
ER-HSA Expense	\$0	\$77,000	\$0	\$70,400

Impact of Variance - Increase/(Decrease) in ER Net Costs

Increase due to Plan Design (Actuarial Value Adjustment)	\$111,842
Increase due to change in Employer Contributions	\$106,940
Decrease due to change in ER-funded HSA contributions	(\$6,600)
Estimated Annual Differential in City of Humble (Net) Annual Medical Cost and Benchmark	\$212,182



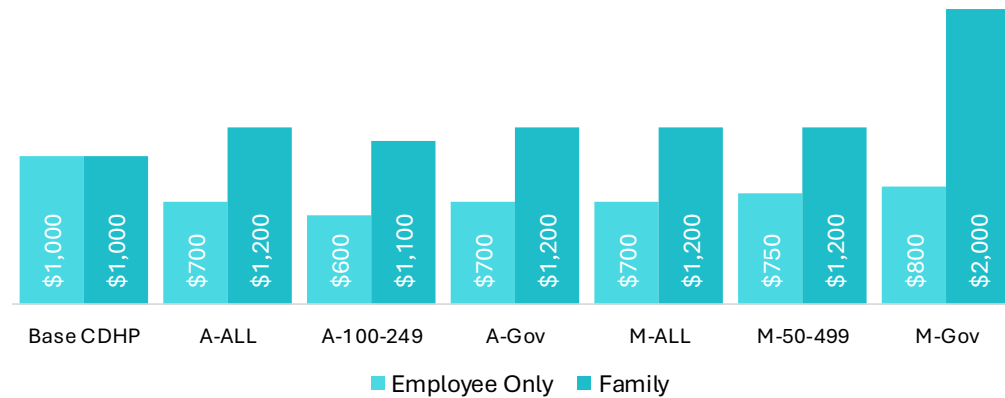
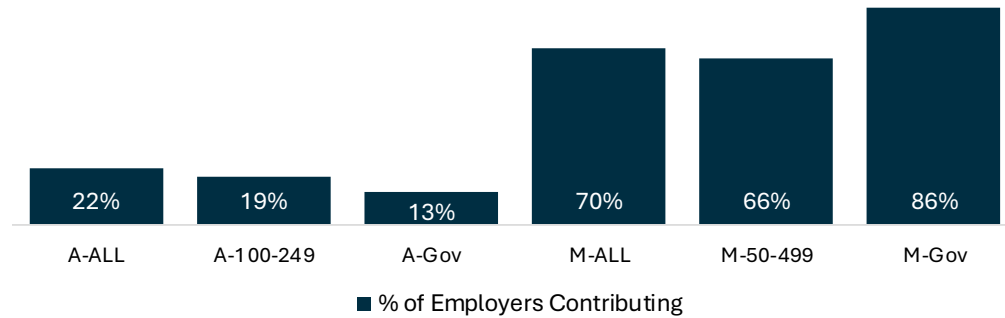
Benchmarking

Medical Plan: HSA-Qualified HDHP

Employer Funded HSA

ER Contributes

Base CDHP





Benchmarking

Other Benefits Offered

In addition to the traditional benefits identified in this report, employees offer a host of other voluntary programs.

	Location All Employers	Size 50-499	Industry Government
Voluntary Benefits Offered			
Accident	62.7%	59.1%	67.5%
Cancer / Critical Illness	57.5%	53.5%	66.5%
Hospital indemnity	45.1%	41.2%	36.3%
Vision	85.8%	84.9%	78.9%
Individual Disability Insurance	21.0%	20.3%	43.0%
Whole / Universal Life	23.4%	22.1%	49.3%
Long-Term Care	14.4%	13.7%	24.2%
Auto / Homeowners	7.5%	3.9%	0.0%
ID Theft	31.2%	27.3%	11.8%
Legal Benefits	31.5%	26.3%	24.1%
Discount Purchase Program	20.0%	16.8%	21.8%
Student Loan Refinancing / Repayment	5.0%	3.1%	7.1%
Pet Insurance	24.4%	19.8%	11.5%
None of the Above	5.3%	6.3%	2.7%
Lifestyle Spending Account	2.2%	1.8%	0.0%



Benchmarking Assumptions

ASSUMPTIONS and METHODOLOGY

Benchmarking data is taken from a variety of sources including:

- Alliant Insurance Services client data
- 2024 Mercer National Survey of Employer-Sponsored Health Plans

If data set is incomplete or too small (<10 responses), the respective "All Employers" benchmarking results are utilized

Unless otherwise stated, illustrated plan provisions, rates and costs represent the:

- Alliant: Median value (50th percentile)
- Mercer: Median value (50th percentile)

Selected benchmarks include:

	Alliant		Mercer	
	Description	Companies	Description	Companies
■ Location	A-ALL: All Employers	2,683	M-ALL: National All (50+)	2,162
■ Size	A-100-249: 100-249	833	M-50-499: 50-499 employees	726
■ Industry	A-Gov: Government/Public Sector	223	M-Gov: Government 500+	59

R/Y/G traffic light based on comparison of Client program to Alliant Benchmark

- Represents the relative position of BM
- Green is better/above, Red is worse/below and Yellow is within 10% of BM

Trend of 7.7% has been applied to the Mercer survey results

Alliant BOB results based on following:

- Plans reported and in effect February 1, 2025
- Executive, Partner, Owner, Union and International/Global programs and/or benefit plans have been excluded
- Up to three plans per type have been illustrated for a client; if more plans are available, most prevalent utilized
- Industries, size and location based on client information contained internally
- Where limited information is available, the entire BOB result is utilized
- HRA and Offset plans have been eliminated from the dataset; they represent less than 5% of the plans evaluated
- For age-related benefit offerings, results based on 42 year old
- For service-related benefit offerings, results based on 4 years of service

Specialty Pharmacy Results (Alliant Book of Business)

- Limited data was available for separate specialty tier prescriptions (4th tier)
- Results illustrated represent average copay or maximum copay as indicated for plans with a separate specialty 4th tier only
- In most cases, specialty drugs are represented in the standard 2nd or 3rd tier (preferred brand or non-preferred respectively)
- In other cases, specialty drugs are subject to a different coinsurance level
- Some programs utilize specialty management programs reducing the cost to participants to a low copay (none or \$5 for instance); these copays have not been included in the calculation of the average costs.

The weighted average cost of Alliant BOB plans calculated based on estimated enrollment

- Employee only: 50%
- Employee + Spouse: 10%
- Employee + Children: 10%
- Employee + Family: 30%

Mercer Specific Assumptions and Caveats

- The national, regional and select industry results in the Mercer Survey are weighted to represent all US employers - not just the actual respondents - in the group being examined. All other results are unweighted and represent only those employers responding. In many cases data is provided on groups with as few as 10 respondents (and in some cases some results are based on fewer than 10 respondents).
- Mercer does not review the results for any unweighted data (including results for custom groups).
- Family coverage is the coverage level for an employee, spouse and two children.
- Mercer only provides pharmacy copays on a consolidated basis; i.e. not split by medical plan type
- Mercer provides dental rates and contributions on a consolidated bases; i.e. not split by dental plan type
- Total health benefit cost is the total gross costs for all medical, dental, prescription drug, MH/SA, vision and hearing benefits for all covered active employees and their dependents divided by the number of enrolled employees. Total gross cost includes employee contributions but not employee out-of-pocket expenses.
- Medical plan cost is the total gross cost for medical and prescription drug benefits divided by the number of enrolled employees. Mental health, vision and hearing benefits for all active employees and their covered dependents are included if part of the plan. Dental benefits, even if a part of the plan, are not included in these costs. HSA-eligible plan costs includes any employer account contributions.



Disclosures

- Plans and rates presented are generally effective **January 1, 2026- December 31, 2026.**
- Rates quoted assume current employee contribution levels and participation levels unless otherwise states. Final rates will be based upon final enrollment underwriting. Updated claims experience or other information may be required to finalize rates. If group demographics, enrollment levels or employer contributions change, rates may change or the quote may be withdrawn.
- In general, employees must be actively at work on the effective date of the plan. When implementing new coverage, employees who are not actively at work will not be covered under the plan until they return to active state. It may be possible to waive the actively at work provision upon approval of the carrier.
- This proposal should not be interpreted as inclusive of all plan provisions and limitations. For further details, refer to the insurance carrier proposals and carrier plan documents. Benefit coverage and eligibility provisions for fully insured health plans may vary from state to state, based on state mandates. Illustrated enrollment is based on the information provided (employee census, current premium statement and or carrier renewal).
- Coverage is not in effect until it is approved by the insurance carrier's underwriter.
- This proposal is for information purposes only and does not amend, extend or alter the policy in any way. Please refer to the policy form for completed coverage and exclusion information.
- All Alliant Employee Benefits produced materials are privileged and confidential and cannot be distributed without the expressed written consent of Alliant Employee Benefits.
- Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliantinsurance.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.
- Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.



Disclosures

- A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.
- To learn more about companies doing business in your state, visit the Department of Insurance website of that state.

NY REGULATION 194 DISCLOSURE

- Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.
- Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.
- The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.



Thank you

alliant.com

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Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 23, 2025

ITEM TYPE: Authorization

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the approval of the purchase of two (2) M420B Base Stations for Water Well #1 and Water Well #6 from Aqua Metric in the total amount of \$74,526.00 for the Public Works Department.

ATTACHMENTS:

[City of Humble - PW 20251009 143231](#)



Humble Public Works Department

Mark K. Arnold

Director of Public Works

October 9, 2025

Jason Stuebe, City Manager
City of Humble

I am requesting authorization from Council to purchase Two (2) M420B Base Stations for Water Well # 1 and Water Well #6, from Aqua Metric in the amount of \$37,263.00 each totaling \$74,526.00. This was part of the approved 2025-2026 Budget. These base stations are replacement units for aging equipment and are needed for the auto read meter system.

Should you have any further questions, please give me a call.

Respectfully,

Mark K. Arnold
Director of Public Works
City of Humble



Aqua-Metric Sales Company
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

October 8, 2025

Client: City of Humble, Texas
Attention:
Address
City, State, Zip:
Phone:
Email:

Line No.	Item	Quantity	Tariff Total	Unit	Extended
Well 1 Quote					
Product					
	M420B Basestation with SPM-900	1	\$729.67	\$26,533.33	\$26,533.33
	M420B Basestation Magnetic Mount for OMNI Antenna, if Required			\$7,187.50	
	M420B Basestation Magnetic Mount for Panel Antenna, if Required			\$21,087.50	
	M420B Basestation Chain Mount for OMNI Antenna, if Required			\$3,125.00	
	Communication Backhaul			\$1,000.00	
	M420B Basestation Installation	1		\$10,000.00	\$10,000.00
	Decommission Old Base Station and Install New at Well 1				
	Swap S50 Base Station for M420				

This quote for the product and services named above is subject to the following terms:

Subtotal: \$36,533.33

1. All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties.

Terms of Sale can be found online at www.aqua-metric.com

Tariffs: \$729.67

2. Quote is valid for thirty days.

Sales Tax: \$0.00

3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.

Total: \$37,263.00

4. Freight allowed on single Sensus Product orders exceeding \$80,000.00.

5. Net Thirty Days to Pay

6. Returned product may be subject to a 25% restocking fee. Additional details apply.

7. Sales Tax and/or Freight charges are not included.

8. TAXES AND FEES: All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.

9. 3% Annual Increase for All Subscription and Support Services

10. Customer to provide electricity to basestations and basestation mounting hardware

11. Customer to provide static IP address and monthly data (SIM) for backhaul communication - Aqua-Metric suggests Verizon Wireless or AT&T

12. Pricing does not include staging, product storage, or consumer outreach program

13. Pricing does not include bonding

14. Any items beyond quote above subject to price negotiations

Thirkettle Corporation General Terms of Sale

1. DEFINITIONS.

- 1.1. "Customer" means the party purchasing goods or services pursuant to these Terms of Sale ("Terms").
- 1.2. "Company" means Thirkettle Corporation, including without limitation wholly owned subsidiaries Aqua-Metric Sales Company™ and Utiliuse™, who is the authorized reseller of certain Goods provided to Customer.
- 1.3. "Goods" broadly means the collective Products and/or Services sold or otherwise provided by the Company.
- 1.4. "Product" means any tangible material, object, or software offered for sale by the Company.
- 1.5. "Service" means a business act or task as performed by an individual at a predetermined billable rate.
- 1.6. "Supplier" refers to a third-party business entity who manufactures or supplies various Goods furnished by the Company.

2. CONTRACT OF SALE. All Goods offered for sale are subject to the prices and terms specified in (i) the Terms outlined herein, (ii) an applicable Company quotation, bid, or proposal (collectively, the "Proposal"), and/or (iii) separate agreement duly executed by and between the Company and Customer; all of which are subject to change. A Customer's purchase order or similar writing shall constitute an acceptance of the offer to sell (the "Agreement"); however, any inconsistent, additional or different terms to the Proposal contained in a Customer's request for quotation or purchase order (collectively, "Additional Terms") are hereby objected to and rejected by the Company. Such Additional Terms will not become part of the Agreement unless accepted by the Company in a writing. Notwithstanding anything to the contrary herein, these Terms may be incorporated by reference or otherwise modified, in whole or in part, into a mutually acceptable agreement duly executed between the Company and the Customer.

3. PROPOSALS. Proposals are inclusive of only the Goods detailed within a formal Company quotation form. Proposals will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to change based on the manufacturer's suggested retail price. The Company reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by the Company's Suppliers. Any supplemental or incidental Goods required but not included will be subject to additional costs to the Customer. THE COMPANY MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL PRICING IS ALL INCLUSIVE.

4. ANNUAL SERVICES. Annual Services are the recurring fees for software or Services required to operate, maintain, or support Customer's product and/or software; including but not limited to annual support fees, Software-as-a-Service (or "SaaS") licensing fees, server or data hosting and licensing fees, or any fee requiring a fee for service. Unless otherwise agreed upon in writing between the Company and Customer, annual subscription services will automatically renew annually and will be subject to an automatic annual escalation to the antecedent annual fee imposed by the Supplier.

5. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all Taxes and Fees imposed upon the Goods purchased under this Agreement. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees during this Agreement may result in adjustments to the final invoice accordingly.

6. PAYMENT TERMS. Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. The Company reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Goods. All payments shall be made via credit card (VISA or MasterCard), check or electronic ACH payment. In the event of dispute, Customer must notify the Company, in

writing, within seven (7) days of receipt of an invoice. Notwithstanding, if Customer fails to pay any non-disputed invoice within 30 days of the invoice date, the Company may, in its sole discretion, 1) assess late fees in the amount of one (1) percent per calendar day past due or the highest rate permitted by law, 2) place Customer on "credit hold" and withhold or suspend, in whole or in part, current or future orders or business Services, including without limitation the Annual Services; until Customer has paid all delinquent amounts plus any applicable late fees to the Company. Further, the Company may, in its sole discretion, transfer delinquent invoices to a third-party collections agency. In such event, Customer will be responsible for all fees assessed, including reasonable attorney fees, to collect Customer debts.

7. PRODUCT LEAD TIMES. All purchase orders will be prioritized and fulfilled in the order received. Stock orders will be fulfilled in the most expeditious means available. Non-stock or special order Goods delivery times will be subject to availability and Supplier lead times.

8. PACKAGING. The Company reserves the right to select the manner in which Products are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.

9. SHIPPING AND HANDLING. All Products will be shipped Freight on Board (FOB) Destination Freight Prepaid and Added. The Company will ship all Products using the most economical ground transportation service. Expedited shipments, such as "next day" or "second day", will be at the Customer's expense unless otherwise agreed upon by the Company. All applicable shipping and handling charges will be included on the Company's invoice to the Customer. The Company does not guarantee and therefore will not be liable for any delays in shipment.

10. FREIGHT. Oversized Product(s) or bulk orders will be shipped on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform the Company in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.

11. FREIGHT ALLOWANCE. Single Sensus product orders exceeding \$80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. The Company reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.

12. TITLE. Title of Product(s) shall transfer to customer on the date of delivery to Customer's premises.

13. LOSS OR DAMAGE CLAIMS. The Customer is responsible for reporting lost or damaged Products as a result of improper packaging and/or handling to the Company within fifteen (15) business days. Claims may become void if made more than fifteen (15) business days after the product shipment date. Damaged Product(s) will be returned to the point of origin for inspection. The Company reserves the right to repair or replace product(s) damaged in shipment.

14. CHANGES OR CANCELLATIONS. Orders submitted to the Company must be canceled or changed by Customer in writing prior to the shipment of Product(s). The Company reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.

15. RETURNS. No Product(s) may be returned for refund without the prior written authorization of the Company. The Company reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized returns must be received by the Company within six (6) months of the delivery date to the Customer, in "like-new" condition to the Company's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including the Company's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. Customer will be responsible for returning the product(s) to the Company's designated distribution warehouse and any cost(s) incurred to repackage and/or shipping carrier fees. Customer will be responsible

Thirkettle Corporation General Terms of Sale

for any damages incurred during shipment. The Company reserves the right to refuse Product(s) which have been installed, used, or otherwise returned in any condition other than new. The Company reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any return.

- 16. **RESTOCKING FEE.** Return Product(s) are subject to a twenty-five percent (25%) restocking fee. Special order Product(s), including but not limited to: meter reading equipment, infrastructure, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.
- 17. **OBSOLESCENCE.** The Company shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any Supplier.
- 18. **PRODUCT WARRANTIES.**

18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; HOWEVER, ANY SUPPLIER WARRANTIES RECEIVED BY THE COMPANY FROM ITS SUPPLIERS SHALL BE PASSED ONTO CUSTOMER.

18.2. The Company warrants that the Services provided by the Company will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the Goods will substantially conform to the Goods specified in the applicable Proposal.

18.3. The Company further warrants that the Product(s) furnished shall be provided to the best of the Company's reasonable ability and in accordance with the information and data provided by Customer in the preparation of the Proposal. The Company makes no representation, warranty, or covenants that the Product(s) furnished will be fully identical or compatible with the make, model, or type required by Customer's specifications.

18.4. **Standard Supplier's Warranty.** Where available, standard Supplier warranties shall apply to all software, service(s), and product(s) furnished by the Company's third-party Suppliers. Nothing in these Terms shall be construed to amend, extend, enhance, or limit the supplier warranties offered unless such change has been expressly offered by the Supplier in writing and duly accepted by the parties under separate agreement.

18.5. **Meter Services Warranty.** This Meter Services Limited Warranty covers the Meter Services (defined below) furnished under Agreement and in accordance with the terms and conditions as follows:

A. Definitions.

- I. "Meter Services" means the installation or exchange of certain residential, commercial, or industrial water, electric, or gas utility meter(s) as provided by the Company or its subcontractor and pursuant to the services performed under agreement.
- II. "Service Account" means Customer's physical property to which Customer provides a Utility Service.
- III. "Utility Service" means the water, electric, and/or gas service offered and provided by Customer as applicable.
- IV. "Worksite" means the actual area of work at the Service Account where the utility meter is located.

B. General Conditions.

- I. The Company warrants that the Meter Services will be performed in a professional and workmanlike manner, exercising discretion in determining the appropriate degree of care, skill, and competence, and aligning with industry standards and codes to the extent reasonably practicable for similar type work.

- II. The warranty is valid for a period of thirty (30) calendar days from the date the Meter Services were performed (the "Warranty Period").
- III. The warranty is limited to the actual work performed by the Company or its subcontractors and does not include work performed by third parties not hired by the Company.
- IV. The Company reserves the right, at its sole discretion, to inspect the Worksite and determine the appropriate course of action to address any warranty defect. If a claim for damage or defect is determined not to be covered by the warranty, the Company may invoice the Customer for any and all costs incurred in inspecting the Worksite. The Company's liability to the Customer under this warranty is strictly limited to, at the Company's option, the repair or correction of the defective Meter Services, and the Company shall not be liable for any other damages or costs.
- V. This warranty is limited to the labor provided to perform the Meter Services and does not include labor to replace manufacturer defects unless such defect was actually caused by the Company's or its subcontractor's negligence.

C. Water Utility Service.

- I. The warranty is limited to the actual area of work: 1) within the meter box (exterior meter sets); or 2) end-to-end between the meter couplings (interior meter sets).
- II. Customer acknowledges and agrees the Company may be unable to reasonably identify the presence or threat of potential or pre-existing damages or defects to the Customer's or property owner's service line. The Company does not warrant against damage or defect(s), whether or not such damage or defect was known, of the materials currently installed at the Service Account; including but not limited to the utility meter, service line piping, meter couplings, fittings, galvanized lines or fittings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, adjacent utilities lines in or around the utility meter, or other similar materials installed by others which have or may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, deflection caused by ground shift, service line spring, high pressure or repressurizing of the water service, non-compliance with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance.
- III. Customer acknowledges and agrees that the temporary disconnection of the water Utility Service to conduct the Meter Services, and any subsequent restoration or pressurization of the water service, may introduce dirt or loosen service line debris (including but not limited to hard water, scale, sediment, etc.) into the service line. Such occurrences shall not constitute a material breach of this Agreement or negligence on the part of the Company. The Company shall not be liable for any damage or defects to household fixtures, including but not limited to water heaters, water softening or filtration systems, Sloan valves, appliances, water pressure, electronics, or any other related appurtenances that rely on the water Utility Service provided by Customer. Customer further agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or damages arising from such occurrences.

D. Electric Utility Service.

- I. The warranty is limited to the actual area of work contained within the electrical meter box.

Thirkettle Corporation General Terms of Sale

- II. The Company does not warrant against damage or defect to electrical equipment including but not limited to wiring, conduit, wire nuts, relays, sockets, main switch, fuses and circuit breakers such as the residual current device (RCD), or other similar materials installed by others and contained within the meter box which may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, non-compliant with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance. Further, the Company does not warrant against damage or defect caused by hot sockets, overcurrent, electrical arcing, or external factors such as electrical surges.
 - III. Customer acknowledges and agrees that the electric Utility Service will be temporarily disconnected to conduct the Meter Services. The Company shall not be liable for any damage, defect, or loss to household fixtures, including but not limited to fuse and circuit panels, wiring, receptacles and switches, appliances, electronics, lighting, or any other related appurtenances that rely on the electric Utility Service provided by Customer and may become damaged, defective, or otherwise affected due to the electrical Utility Service disruption. Customer assumes all risks associated with such disruption and agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or losses arising therefrom.
- E. Gas Utility Service.
- I. The warranty is limited to the actual work performed to exchange or retrofit a gas index or SmartPoint to the existing gas meter. The Company will not disconnect the gas Utility Service or perform any other service to the existing gas utility meter during the Meter Service.
- F. Limitations.
- I. The Company does not warrant against defects to the work resulting from tamper, vandalism, negligence, "Acts-of-God", pre-existing or uncontrollable conditions, or any service work or repair performed by third parties not hired by the Company.
 - II. Unless otherwise expressly provided herein, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, warrants that the operation of the services will be uninterrupted or error free. Further, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where "In/Out Costs means any and all costs and expense incurred by Customer in transporting goods between Customer's warehouse and Service Account, including any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.
 - III. The Company, nor any of its suppliers, vendors, subcontractors, or assigns including employees, agents, or assigns thereof, shall not be responsible for any Service Account in which it's occupant(s) rely on the Utility Service for medical reasons, including proper function of certain medical equipment, and such Service Accounts have not been previously disclosed by Customer to the Company. In avoidance of doubt, the Company expressly disclaims liability for Service Accounts which require Utility Services to operate certain medical equipment including but not limited to breathing machines, respiratory devices, ventilators, cardiac pumps, apnea monitors, feeding equipment, dialysis, communication devices, or other similar devices. Customer will provide the Company with a list of all known or suspect Service Accounts which rely on constant Utility Services to operate medical equipment in advance of the Meter Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE STATE LAW(S), CLIENT SHALL HOLD THE COMPANY, ITS SUPPLIERS, SUBCONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND ASSIGNS HARMLESS FROM ANY AND ALL LOSSES, COSTS, FINES, PENALTIES, DAMAGES, AND OTHER AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) INCURRED BY, ASSESSED AGAINST, OR IMPOSED ON THE COMPANY AND ARISING FROM OR IN CONNECTION WITH ANY AND ALL THIRD PARTY SUITS, CLAIMS, ACTIONS OR DEMANDS FOR (I) PERSONAL INJURIES, DEATH OR (II) DAMAGE TO TANGIBLE PERSONAL AND REAL PROPERTY CAUSED BY CLIENT'S FAILURE TO COMPLY WITH THIS SECTION.
- G. LIMITATIONS AND DISCLAIMERS OF LIABILITY.
- I. LIMITATIONS. Unless otherwise expressly provided herein, neither the Company nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. The Company will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services, except to the extent such damages are directly caused by the Company's gross negligence or willful misconduct.
 - II. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, EXCEPT TO THE EXTENT SUCH DAMAGES ARE DIRECTLY CAUSED BY THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
19. RETURN MATERIAL AUTHORIZATION. Product(s) returned for warranty and in accordance with Standard Supplier's Warranty will be returned directly to the Supplier unless otherwise instructed by the Company. Customer shall submit a list of defective items with description of failure, Product(s) type(s), model(s), serial number(s) or identification number(s), and any additional pertinent information requested by the Company to identify the product in Excel format to rma-norcal@aquametric.com; rma-social@aquametric.com; rma-texas@aquametric.com; or rma-louisiana@aquametric.com. The Company will generate a Return Material Authorization ("RMA") form for the Customer to include with the Product(s) shipment to the Supplier. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Supplier for warranty claims.
 20. FORCE MAJEURE. The Company shall not be held liable for delay, suspension, or cancellation in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the Company's reasonable control, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, shortages of transportation, fuel, labor, or materials, inability to produce or procure the products or raw materials, or any other circumstance or cause, including unforeseen cost(s) imposed upon the Company by its Suppliers or governmental mandate to furnish the Goods which may arise from circumstances beyond the Company's reasonable control.
 21. LIMITATION OF LIABILITY.
 - 21.1. THE COMPANY'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR

Thirkettle Corporation General Terms of Sale

TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE CLAIM IS BROUGHT, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

- 21.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, THE COMPANY'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.
- 21.3. The limitations on liability set forth in this Agreement are fundamental inducements to the Company entering into this Agreement. They apply unconditionally and in all respects and shall be interpreted as broadly as possible to afford the Company the maximum protection permitted under law. To the fullest extent permitted by law, no Cause of Action may be instituted by Customer against the Company more than six (6) months after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than six (6) months prior to the filing of the Cause of Action shall be recoverable. If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that the Company is given the benefit of the exclusions and limitations set out in these Terms. To the maximum extent permitted by law, Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses, including attorney's fees, arising from or related to any Owner's claims, to the extent that the Company would not be liable to Customer under these Terms if the claim had been made by Customer.
22. INDEMNIFICATION. To the maximum extent permitted by law, Customer agrees to defend, indemnify, and hold the Company harmless from any and all losses, costs, fines, penalties, damages, and other amounts, including reasonable attorney fees (collectively the "Losses"), incurred by, assessed against, or imposed on the Company arising from or in connection with Customer's use of the Goods, regardless of whether such Losses were caused in part by the Company's actions or omissions, except to the extent such Losses were solely and directly caused by the Company's willful misconduct or gross negligence.
23. CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by one party to another party in connection with this Agreement, whether in written, oral, electronic, or any other form. Confidential Information includes without limitation business plans, strategies, financial data, pricing, contracts, trade secrets, proprietary technology, software, technical specifications, Customer data (such as billing account data, payment information), Supplier information, employee information, and any other work product or information marked or reasonably understood to be confidential. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the public, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Company Confidential Information, and the Company will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, and at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.
24. ASSIGNMENT. Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of the Company. Any attempted assignment in violation of this section shall be null and void.
25. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. In the event of any dispute arising out of or relating to this Agreement, the parties agree that jurisdiction and venue shall be proper in the state and federal courts of California, or, where applicable, in the state where the transaction giving rise to the dispute occurred. The parties shall first attempt to resolve the matter through an informal dispute resolution process by making a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties shall submit the matter to non-binding mediation. If no resolution is reached after having completed these steps in good faith, any legal action shall be brought in the state or federal courts located in California, and both parties consent to the exclusive jurisdiction and venue of such courts unless otherwise agreed.
26. COMPLIANCE WITH LAWS. Customer shall at all times comply with all applicable laws and regulations, as they exist at the time of acceptance and as they may be amended, changed, or supplemented. Customer shall not take any action or permit any action by a third party that could result in the Company being held liable for any violation of applicable laws. Customer shall perform its obligations under this Agreement in strict compliance with all Laws applicable to Customer's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal, or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound. Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to Customer's failure to comply with this clause.
27. SEVERABILITY. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
28. NON-WAIVER. The failure, delay, or partial exercise by the Company in exercising any right, power, or privilege under this Agreement shall not be construed as a waiver of any such right, power, or privilege, nor shall it preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver by the Company must be in writing and signed by an authorized representative of the Company to be effective.



Aqua-Metric Sales Company
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

October 8, 2025

Client: City of Humble, Texas
Attention:
Address
City, State, Zip:
Phone:
Email:

Line No.	Item	Quantity	Tariff Total	Unit	Extended
Well 6 Quote					
Product					
	M420B Basestation with SPM-900	1	\$729.67	\$26,533.33	\$26,533.33
	M420B Basestation Installation	1		\$10,000.00	\$10,000.00
	Decommission Old Base Station and Install New at Well 6 (Rankin Road)				
	Swap S50 Base Station for M420				

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties. Terms of Sale can be found online at www.aqua-metric.com
2. Quote is valid for thirty days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus Product orders exceeding \$80,000.00.
5. Net Thirty Days to Pay
6. Returned product may be subject to a 25% restocking fee. Additional details apply.
7. Sales Tax and/or Freight charges are not included.

Subtotal: \$36,533.33

Tariffs: \$729.67

Sales Tax: \$0.00

Total: \$37,263.00

8. TAXES AND FEES: All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.

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- 1.3. "Goods" broadly means the collective Products and/or Services sold or otherwise provided by the Company.
- 1.4. "Product" means any tangible material, object, or software offered for sale by the Company.
- 1.5. "Service" means a business act or task as performed by an individual at a predetermined billable rate.
- 1.6. "Supplier" refers to a third-party business entity who manufactures or supplies various Goods furnished by the Company.

2. CONTRACT OF SALE. All Goods offered for sale are subject to the prices and terms specified in (i) the Terms outlined herein, (ii) an applicable Company quotation, bid, or proposal (collectively, the "Proposal"), and/or (iii) separate agreement duly executed by and between the Company and Customer; all of which are subject to change. A Customer's purchase order or similar writing shall constitute an acceptance of the offer to sell (the "Agreement"); however, any inconsistent, additional or different terms to the Proposal contained in a Customer's request for quotation or purchase order (collectively, "Additional Terms") are hereby objected to and rejected by the Company. Such Additional Terms will not become part of the Agreement unless accepted by the Company in a writing. Notwithstanding anything to the contrary herein, these Terms may be incorporated by reference or otherwise modified, in whole or in part, into a mutually acceptable agreement duly executed between the Company and the Customer.

3. PROPOSALS. Proposals are inclusive of only the Goods detailed within a formal Company quotation form. Proposals will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to change based on the manufacturer's suggested retail price. The Company reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by the Company's Suppliers. Any supplemental or incidental Goods required but not included will be subject to additional costs to the Customer. THE COMPANY MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL PRICING IS ALL INCLUSIVE.

4. ANNUAL SERVICES. Annual Services are the recurring fees for software or Services required to operate, maintain, or support Customer's product and/or software; including but not limited to annual support fees, Software-as-a-Service (or "SaaS") licensing fees, server or data hosting and licensing fees, or any fee requiring a fee for service. Unless otherwise agreed upon in writing between the Company and Customer, annual subscription services will automatically renew annually and will be subject to an automatic annual escalation to the antecedent annual fee imposed by the Supplier.

5. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all Taxes and Fees imposed upon the Goods purchased under this Agreement. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees during this Agreement may result in adjustments to the final invoice accordingly.

6. PAYMENT TERMS. Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. The Company reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Goods. All payments shall be made via credit card (VISA or MasterCard), check or electronic ACH payment. In the event of dispute, Customer must notify the Company, in

writing, within seven (7) days of receipt of an invoice. Notwithstanding, if Customer fails to pay any non-disputed invoice within 30 days of the invoice date, the Company may, in its sole discretion, 1) assess late fees in the amount of one (1) percent per calendar day past due or the highest rate permitted by law, 2) place Customer on "credit hold" and withhold or suspend, in whole or in part, current or future orders or business Services, including without limitation the Annual Services; until Customer has paid all delinquent amounts plus any applicable late fees to the Company. Further, the Company may, in its sole discretion, transfer delinquent invoices to a third-party collections agency. In such event, Customer will be responsible for all fees assessed, including reasonable attorney fees, to collect Customer debts.

7. PRODUCT LEAD TIMES. All purchase orders will be prioritized and fulfilled in the order received. Stock orders will be fulfilled in the most expeditious means available. Non-stock or special order Goods delivery times will be subject to availability and Supplier lead times.

8. PACKAGING. The Company reserves the right to select the manner in which Products are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.

9. SHIPPING AND HANDLING. All Products will be shipped Freight on Board (FOB) Destination Freight Prepaid and Added. The Company will ship all Products using the most economical ground transportation service. Expedited shipments, such as "next day" or "second day", will be at the Customer's expense unless otherwise agreed upon by the Company. All applicable shipping and handling charges will be included on the Company's invoice to the Customer. The Company does not guarantee and therefore will not be liable for any delays in shipment.

10. FREIGHT. Oversized Product(s) or bulk orders will be shipped on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform the Company in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.

11. FREIGHT ALLOWANCE. Single Sensus product orders exceeding \$80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. The Company reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.

12. TITLE. Title of Product(s) shall transfer to customer on the date of delivery to Customer's premises.

13. LOSS OR DAMAGE CLAIMS. The Customer is responsible for reporting lost or damaged Products as a result of improper packaging and/or handling to the Company within fifteen (15) business days. Claims may become void if made more than fifteen (15) business days after the product shipment date. Damaged Product(s) will be returned to the point of origin for inspection. The Company reserves the right to repair or replace product(s) damaged in shipment.

14. CHANGES OR CANCELLATIONS. Orders submitted to the Company must be canceled or changed by Customer in writing prior to the shipment of Product(s). The Company reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.

15. RETURNS. No Product(s) may be returned for refund without the prior written authorization of the Company. The Company reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized returns must be received by the Company within six (6) months of the delivery date to the Customer, in "like-new" condition to the Company's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including the Company's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. Customer will be responsible for returning the product(s) to the Company's designated distribution warehouse and any cost(s) incurred to repackage and/or shipping carrier fees. Customer will be responsible

Thirkettle Corporation General Terms of Sale

for any damages incurred during shipment. The Company reserves the right to refuse Product(s) which have been installed, used, or otherwise returned in any condition other than new. The Company reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any return.

16. **RESTOCKING FEE.** Return Product(s) are subject to a twenty-five percent (25%) restocking fee. Special order Product(s), including but not limited to: meter reading equipment, infrastructure, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.
17. **OBSOLESCENCE.** The Company shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any Supplier.
18. **PRODUCT WARRANTIES.**

18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; HOWEVER, ANY SUPPLIER WARRANTIES RECEIVED BY THE COMPANY FROM ITS SUPPLIERS SHALL BE PASSED ONTO CUSTOMER.

18.2. The Company warrants that the Services provided by the Company will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the Goods will substantially conform to the Goods specified in the applicable Proposal.

18.3. The Company further warrants that the Product(s) furnished shall be provided to the best of the Company's reasonable ability and in accordance with the information and data provided by Customer in the preparation of the Proposal. The Company makes no representation, warranty, or covenants that the Product(s) furnished will be fully identical or compatible with the make, model, or type required by Customer's specifications.

18.4. **Standard Supplier's Warranty.** Where available, standard Supplier warranties shall apply to all software, service(s), and product(s) furnished by the Company's third-party Suppliers. Nothing in these Terms shall be construed to amend, extend, enhance, or limit the supplier warranties offered unless such change has been expressly offered by the Supplier in writing and duly accepted by the parties under separate agreement.

18.5. **Meter Services Warranty.** This Meter Services Limited Warranty covers the Meter Services (defined below) furnished under Agreement and in accordance with the terms and conditions as follows:

A. Definitions.

- I. "Meter Services" means the installation or exchange of certain residential, commercial, or industrial water, electric, or gas utility meter(s) as provided by the Company or its subcontractor and pursuant to the services performed under agreement.
- II. "Service Account" means Customer's physical property to which Customer provides a Utility Service.
- III. "Utility Service" means the water, electric, and/or gas service offered and provided by Customer as applicable.
- IV. "Worksite" means the actual area of work at the Service Account where the utility meter is located.

B. General Conditions.

- I. The Company warrants that the Meter Services will be performed in a professional and workmanlike manner, exercising discretion in determining the appropriate degree of care, skill, and competence, and aligning with industry standards and codes to the extent reasonably practicable for similar type work.

- II. The warranty is valid for a period of thirty (30) calendar days from the date the Meter Services were performed (the "Warranty Period").
- III. The warranty is limited to the actual work performed by the Company or its subcontractors and does not include work performed by third parties not hired by the Company.
- IV. The Company reserves the right, at its sole discretion, to inspect the Worksite and determine the appropriate course of action to address any warranty defect. If a claim for damage or defect is determined not to be covered by the warranty, the Company may invoice the Customer for any and all costs incurred in inspecting the Worksite. The Company's liability to the Customer under this warranty is strictly limited to, at the Company's option, the repair or correction of the defective Meter Services, and the Company shall not be liable for any other damages or costs.
- V. This warranty is limited to the labor provided to perform the Meter Services and does not include labor to replace manufacturer defects unless such defect was actually caused by the Company's or its subcontractor's negligence.

C. Water Utility Service.

- I. The warranty is limited to the actual area of work: 1) within the meter box (exterior meter sets); or 2) end-to-end between the meter couplings (interior meter sets).
- II. Customer acknowledges and agrees the Company may be unable to reasonably identify the presence or threat of potential or pre-existing damages or defects to the Customer's or property owner's service line. The Company does not warrant against damage or defect(s), whether or not such damage or defect was known, of the materials currently installed at the Service Account; including but not limited to the utility meter, service line piping, meter couplings, fittings, galvanized lines or fittings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, adjacent utilities lines in or around the utility meter, or other similar materials installed by others which have or may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, deflection caused by ground shift, service line spring, high pressure or repressurizing of the water service, non-compliance with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance.
- III. Customer acknowledges and agrees that the temporary disconnection of the water Utility Service to conduct the Meter Services, and any subsequent restoration or pressurization of the water service, may introduce dirt or loosen service line debris (including but not limited to hard water, scale, sediment, etc.) into the service line. Such occurrences shall not constitute a material breach of this Agreement or negligence on the part of the Company. The Company shall not be liable for any damage or defects to household fixtures, including but not limited to water heaters, water softening or filtration systems, Sloan valves, appliances, water pressure, electronics, or any other related appurtenances that rely on the water Utility Service provided by Customer. Customer further agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or damages arising from such occurrences.

D. Electric Utility Service.

- I. The warranty is limited to the actual area of work contained within the electrical meter box.

Thirkettle Corporation General Terms of Sale

- II. The Company does not warrant against damage or defect to electrical equipment including but not limited to wiring, conduit, wire nuts, relays, sockets, main switch, fuses and circuit breakers such as the residual current device (RCD), or other similar materials installed by others and contained within the meter box which may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, non-compliant with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance. Further, the Company does not warrant against damage or defect caused by hot sockets, overcurrent, electrical arcing, or external factors such as electrical surges.
 - III. Customer acknowledges and agrees that the electric Utility Service will be temporarily disconnected to conduct the Meter Services. The Company shall not be liable for any damage, defect, or loss to household fixtures, including but not limited to fuse and circuit panels, wiring, receptacles and switches, appliances, electronics, lighting, or any other related appurtenances that rely on the electric Utility Service provided by Customer and may become damaged, defective, or otherwise affected due to the electrical Utility Service disruption. Customer assumes all risks associated with such disruption and agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or losses arising therefrom.
- E. Gas Utility Service.
- I. The warranty is limited to the actual work performed to exchange or retrofit a gas index or SmartPoint to the existing gas meter. The Company will not disconnect the gas Utility Service or perform any other service to the existing gas utility meter during the Meter Service.
- F. Limitations.
- I. The Company does not warrant against defects to the work resulting from tamper, vandalism, negligence, "Acts-of-God", pre-existing or uncontrollable conditions, or any service work or repair performed by third parties not hired by the Company.
 - II. Unless otherwise expressly provided herein, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, warrants that the operation of the services will be uninterrupted or error free. Further, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where "In/Out Costs means any and all costs and expense incurred by Customer in transporting goods between Customer's warehouse and Service Account, including any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.
 - III. The Company, nor any of its suppliers, vendors, subcontractors, or assigns including employees, agents, or assigns thereof, shall not be responsible for any Service Account in which it's occupant(s) rely on the Utility Service for medical reasons, including proper function of certain medical equipment, and such Service Accounts have not been previously disclosed by Customer to the Company. In avoidance of doubt, the Company expressly disclaims liability for Service Accounts which require Utility Services to operate certain medical equipment including but not limited to breathing machines, respiratory devices, ventilators, cardiac pumps, apnea monitors, feeding equipment, dialysis, communication devices, or other similar devices. Customer will provide the Company with a list of all known or suspect Service Accounts which rely on constant Utility Services to operate medical equipment in advance of the Meter Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE STATE LAW(S), CLIENT SHALL HOLD THE COMPANY, ITS SUPPLIERS, SUBCONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND ASSIGNS HARMLESS FROM ANY AND ALL LOSSES, COSTS, FINES, PENALTIES, DAMAGES, AND OTHER AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) INCURRED BY, ASSESSED AGAINST, OR IMPOSED ON THE COMPANY AND ARISING FROM OR IN CONNECTION WITH ANY AND ALL THIRD PARTY SUITS, CLAIMS, ACTIONS OR DEMANDS FOR (I) PERSONAL INJURIES, DEATH OR (II) DAMAGE TO TANGIBLE PERSONAL AND REAL PROPERTY CAUSED BY CLIENT'S FAILURE TO COMPLY WITH THIS SECTION.
- G. LIMITATIONS AND DISCLAIMERS OF LIABILITY.
- I. LIMITATIONS. Unless otherwise expressly provided herein, neither the Company nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. The Company will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services, except to the extent such damages are directly caused by the Company's gross negligence or willful misconduct.
 - II. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, EXCEPT TO THE EXTENT SUCH DAMAGES ARE DIRECTLY CAUSED BY THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
19. RETURN MATERIAL AUTHORIZATION. Product(s) returned for warranty and in accordance with Standard Supplier's Warranty will be returned directly to the Supplier unless otherwise instructed by the Company. Customer shall submit a list of defective items with description of failure, Product(s) type(s), model(s), serial number(s) or identification number(s), and any additional pertinent information requested by the Company to identify the product in Excel format to rma-norcal@aquametric.com; rma-socal@aquametric.com; rma-texas@aquametric.com; or rma-louisiana@aquametric.com. The Company will generate a Return Material Authorization ("RMA") form for the Customer to include with the Product(s) shipment to the Supplier. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Supplier for warranty claims.
20. FORCE MAJEURE. The Company shall not be held liable for delay, suspension, or cancellation in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the Company's reasonable control, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, shortages of transportation, fuel, labor, or materials, inability to produce or procure the products or raw materials, or any other circumstance or cause, including unforeseen cost(s) imposed upon the Company by its Suppliers or governmental mandate to furnish the Goods which may arise from circumstances beyond the Company's reasonable control.
21. LIMITATION OF LIABILITY.
- 21.1. THE COMPANY'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR

Thirkettle Corporation General Terms of Sale

TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE CLAIM IS BROUGHT, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

- 21.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, THE COMPANY'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.
- 21.3. The limitations on liability set forth in this Agreement are fundamental inducements to the Company entering into this Agreement. They apply unconditionally and in all respects and shall be interpreted as broadly as possible to afford the Company the maximum protection permitted under law. To the fullest extent permitted by law, no Cause of Action may be instituted by Customer against the Company more than six (6) months after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than six (6) months prior to the filing of the Cause of Action shall be recoverable. If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that the Company is given the benefit of the exclusions and limitations set out in these Terms. To the maximum extent permitted by law, Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses, including attorney's fees, arising from or related to any Owner's claims, to the extent that the Company would not be liable to Customer under these Terms if the claim had been made by Customer.
22. INDEMNIFICATION. To the maximum extent permitted by law, Customer agrees to defend, indemnify, and hold the Company harmless from any and all losses, costs, fines, penalties, damages, and other amounts, including reasonable attorney fees (collectively the "Losses"), incurred by, assessed against, or imposed on the Company arising from or in connection with Customer's use of the Goods, regardless of whether such Losses were caused in part by the Company's actions or omissions, except to the extent such Losses were solely and directly caused by the Company's willful misconduct or gross negligence.
23. CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by one party to another party in connection with this Agreement, whether in written, oral, electronic, or any other form. Confidential Information includes without limitation business plans, strategies, financial data, pricing, contracts, trade secrets, proprietary technology, software, technical specifications, Customer data (such as billing account data, payment information), Supplier information, employee information, and any other work product or information marked or reasonably understood to be confidential. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality,

when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the public, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Company Confidential Information, and the Company will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, and at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.

24. ASSIGNMENT. Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of the Company. Any attempted assignment in violation of this section shall be null and void.
25. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. In the event of any dispute arising out of or relating to this Agreement, the parties agree that jurisdiction and venue shall be proper in the state and federal courts of California, or, where applicable, in the state where the transaction giving rise to the dispute occurred. The parties shall first attempt to resolve the matter through an informal dispute resolution process by making a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties shall submit the matter to non-binding mediation. If no resolution is reached after having completed these steps in good faith, any legal action shall be brought in the state or federal courts located in California, and both parties consent to the exclusive jurisdiction and venue of such courts unless otherwise agreed.
26. COMPLIANCE WITH LAWS. Customer shall at all times comply with all applicable laws and regulations, as they exist at the time of acceptance and as they may be amended, changed, or supplemented. Customer shall not take any action or permit any action by a third party that could result in the Company being held liable for any violation of applicable laws. Customer shall perform its obligations under this Agreement in strict compliance with all Laws applicable to Customer's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal, or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound. Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to Customer's failure to comply with this clause.
27. SEVERABILITY. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
28. NON-WAIVER. The failure, delay, or partial exercise by the Company in exercising any right, power, or privilege under this Agreement shall not be construed as a waiver of any such right, power, or privilege, nor shall it preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver by the Company must be in writing and signed by an authorized representative of the Company to be effective.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 23, 2025

ITEM TYPE: Authorization

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the authorization to Rebuild Chiller #1 for the Humble Civic Center from Hunton Services in the amount of \$182,647.25, through Choice Partners Contract #22/049MF-11.

ATTACHMENTS:

[City of Humble - PW_20251010_124915](#)



Humble Public Works Department

Mark K. Arnold

Director of Public Works

October 10, 2025

Jason Stuebe, City Manager
City of Humble

I am requesting authorization from Council for Hunton Services to Rebuild Chiller #1 at the Humble Civic Center in the amount of \$182,647.25. This was part of the approved 2025-2026 Budget and will be performed under Choice Partners Contract # 22/049MF-11.

Please see attached Project overview and Proposal

Should you have any further questions, please give me a call.

Respectfully,

Mark K. Arnold
Director of Public Works
City of Humble

Hunton Trane Chiller #1 Rebuild Proposal for Humble Civic Center

Project Overview

This proposal details the rebuild of Chiller #1 at the Humble Civic Center, per the provided specification sheet. The scope of work includes:

- Replacement of all condenser coils
- Replacement of all fan motors and support blades
- Replacement of insulation on the chiller barrel
- Rebuilding of both compressors
- Cleaning, testing, and calibration of the electrical system and components

Contract Details

- **Contract:** Choice Partners Contract 22/049MF-114
- **Fiscal Year:** Capitalized for FY 2025-26

Project Budget

- **Total Cost:** \$182,647.25
- **Funding Split:**
 - Civic Center Account (100-40-400-00-0000-6926): \$180,000
 - Building Maintenance Account (100-30-320-82-5400): \$2,647.25



High Performance Buildings for Life

City of Humble - Humble Civic Center CH 1 R'newal Proposal

Authorized Warranty Service
TACLA009290C
MPL38267



5622 Luce St
Houston, TX 77087

p. 713.643.8336
f. 713.583.6519

customerservice@huntongroup.com
www.huntonservices.com



Quote No. QUO-64795-X8V5M7
Date: 9/5/2025

To: City of Humble - Humble Civic Center
8233 Will Clayton Pkwy,
Humble, TX 77338

Choice Partners Contract 22/049MF-11
Maintenance

Brett Nielsen,

As the Trane™ Company's authorized service provider for southeast Texas, we are pleased to offer the following proposal:

Unit Type: Trane

Unit Model No: RTAC185

Unit Serial No: (CH-1) U10D07081

Scope of work:

Replace all condenser coils. Replace all condenser fans motors, motor supports & fan blades. Replace insulation on the evaporator chiller barrel and piping with 1" Armaflex. Perform "Non-failed" compressor R'newals on Compressor-1A (85-ton) & Compressor-2A (100-ton). See attached scope of work. The compressors must be in running order to qualify for a "non-failed" compressor R'newal. Price includes a 2-year warranty on the compressors. This coverage applies only to the repair/replacement of the parts in the motor/compressor assembly that fail due to a defect in material or manufacture.

Total price for labor and materials for above scope \$182,647.25

Option for Heresite baked & dipped coating on coils will be an additional \$19,314.00.

Option for a 3rd-7th year warranty will be an additional \$17,443.50.

A Trane Service Agreement (**not included in this price**) is required for the 3rd through 7th year warranty to be in force.

Exclusions:

1. The above price does not include sales tax. Taxes will be billed in addition at the time of job completion unless Hunton Services is furnished a Tax Exemption Certificate.
2. This quotation is based on straight time labor unless indicated otherwise.
3. Any additional work not covered by the scope of this proposal will require written authorization by the customer before Hunton Services can proceed.
4. All freight charges incurred by Hunton Services will be billed with a 15% surcharge.
5. This proposal is firm for fifteen (15) days unless stated otherwise.
6. See 'Service Terms and Conditions' for terms and conditions of sale.



Brennan Oliver

Commercial Sales Representative
5622 Luce St., Houston, TX 77087
Office: 713-643-8336
Mobile: 281-635-6476
Email: B.Oliver@huntongroup.com



High Performance Buildings for Life

The proposal and the terms and conditions contained herein are accepted and Huntton Services is authorized to proceed with the work.

Customer: _____

By: _____

Title: _____

Date: _____

P.O. Number: _____

Scope of work for Trane R-Newal program

Replacement of each compressor:

Supply all labor and materials necessary to rebuild compressor:

- Take oil and refrigerant sample for analysis prior to rebuild. Meg Motor to detect motor issues. This is part of the R-newal Qualification process.
- De-energize unit, lock, and tag out at switchgear.
- Recover refrigerant and charge into recovery tanks.
- Drain oil and dispose of per EPA requirements.
- Maintain a continuous nitrogen purge during entire disassembly and reassembly process.
- Provide all rigging necessary to disassemble the chiller.
- Replace oil filter- This comes new already in the replacement compressor.
- Charge unit with new OEM oil.
- Pressurize units with dry nitrogen and leak test.
- Evacuate chiller to 2mm Hg vacuum and perform overnight standing vacuum test to confirm integrity of all gaskets.
- Recharge the chiller with recovered refrigerant.
- Additional refrigerant not included.
- Test and calibrate all Trane™ OEM operational controls to factory specification.
- Clean starter and control panels.
- Inspect and clean motor contacts.
- Tighten all electrical connections in the starter and control panels.
- Touch up paint on area affected by work with OEM paint. (Excluding insulation paint)
- Set chilled water to flow to design specifications.
- Start chiller, verify operation, and perform operational running log.
- Clean work area.
- Provide a 2-year parts and labor warranty on the compressor assembly.



SERVICE TERMS & CONDITIONS

GENERAL:

This transaction is expressly limited to the terms and conditions stated herein. No other warranty may be offered or modified without the express written consent of an officer of Hunton Services, hereafter referred to as "the Company".

ACCEPTANCE:

The company reserves the right to review credit prior to acceptance. If credit is not approved and/or alternative terms cannot be agreed to, the order shall be cancelled without liability.

PAYMENT:

Payment terms for goods and services provided herein will be due in net 30 days from invoice. The company reserves the right to add a surcharge of 1½% of the principal per month, or the maximum allowable amount, for each month the invoice is past due. Should legal action be necessary to enforce the payment of any monies due from the purchaser, purchaser agrees to pay all reasonable attorney's fees and costs incurred.

SHIPPING:

All goods and materials provided are the property of the purchaser upon delivery to the carrier. Freight claims are therefore to be handled by the purchaser with the carrier.

CANCELLATIONS:

Orders cannot be cancelled without the written permission of an officer of the company. In the event of such cancellation, a reasonable charge will be applied to all cancellations to cover the cost incurred by the company for processing the order, restocking charges, etc.

LIMITED LIABILITY:

No liability or warranty whatsoever shall exist until the company has been paid complete. Then said liability and warranty shall be limited to the amount of the purchase price of the parts, materials, and labor shown to be defective. In no event shall the company be liable for any incidental or consequential damages.

LIMITED WARRANTY:

The warranties set forth herein are in lieu of all other warranties, expressed or implied, whether written or oral, including warranties of merchantability and fitness for a particular purpose.

In general, the company warrants its workmanship and materials to be free of defects for all purchases under normal use. The warranty does not cover damages due to acts of God, misuse, neglect, corrosion, erosion, and deterioration. Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, fungus, wet or dry rot and any resulting loss is always excluded under this contract, however caused. In the event of a warranty claim, the company shall repair or correct such defect during normal working hours, Monday thru Friday, excluding holidays, from 7:30 am to 4:00 pm. All warranty calls are to be limited to normal working hours. Emergency, after-hours service is available, provided customer agrees to pay the difference between the standard labor rate and the overtime labor rate. Regular freight charges for warranty materials are included. Expedited freight or delivery is available provided customer agrees to pay the differential between normal and expedited delivery. See below for specific warranty term for type of sale:

Type of Sale

Equipment/Parts: The Company warrants equipment/parts for the period as covered by the manufacturer.

Labor: The Company warrants its workmanship for a period of 60 days from the date of completion.

SEVERABILITY:

Should any of the terms and qualifications set forth herein be contrary to, prohibited by, or be determined to be inapplicable under the laws of the court of jurisdiction, then such provisions shall be omitted, but shall not invalidate any other remaining provisions.

GOVERNING LAWS:

This shall be construed as an agreement in accordance with the laws of the State of Texas. Texas licenses TACLA00929C. Regulated by The Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us.



Chillers: Air & Water Cooled

- Routine maintenance/Coil cleaning
- Complete turnkey replacements
- Vibration & oil analysis
- Eddy current testing
- Controls
- Routine operations log
- Annual stop inspection
- Tube brushing
- Major & minor repair work

Air Handling Units

- Complete Refurbishment vs Replacement
- Maintenance/Coil cleaning
- Alignment & vibration analysis
- Annual stop inspection
- Drain line & P-trap maintenance
- Major & minor repair work
- Annual pressure wash
- Complete turnkey retrofits

Air Distribution

- Variable air volume (VAV) maintenance
- All air handler types (AHU) R&M
- Fan coil repair & maintenance
- Laboratory fume hoods
- Spot coolers
- Complete turnkey retrofits

Plumbing

- Pipe Fabrication and Installation
- Water Efficiency Retrofits
- Service and Repairs
- Maintenance
- Preventative Maintenance
- Backflow Prevention
- Boiler Maintenance

Cooling Towers

- Routine maintenance
- Major & minor repair work/cleaning
- Annual stop inspection
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

Building Automation Systems

- Open protocol, Internet based systems
- Connected buildings through fiber optics
- Hunton Smart Services
- Complete turnkey retrofits
- Building automation systems R&M
- Internet remote access
- Building control units (BCU)
- Thermostats/sensors
- Digital electronic/pneumatic
- Software programming
- Variable frequency drives (VFD)
- Retro-recommissioning
- Energy management services

Rental Services

- Rental chillers
- Air conditioning units w/electric heat
- Portable air conditioning units
- Air handling units
- Cooling towers
- Diesel generators
- Transformers, pumps, flexible duct & hose
- Heaters, humidifiers & compressors

Refrigeration

- Ice machines
- Freezers/coolers - cafeterias & labs

Indoor Air Quality (IAQ)

- Air filtration - filters & maintenance
- Internal air duct inspection (robot)
- Air duct cleaning & sanitation
- Ultraviolet lighting
- Photo-catalytic filtration
- Dust collection & exhaust

Pumps and Valves

- Routine maintenance
- Chilled/condenser water valves
- Annual stop inspection
- Major & minor repair work
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

Fabrication/Modification

- Explosion proofing Class I, Division II
- Weather proofing
- Structural skids & protective coatings
- Custom designed air handling systems
- & pressurization
- Packaged central plants
- Custom fabrication/modification

Industrial Plant Services

- Unitary HVAC Comfort Cooling
- Process Absorption Chillers
- Process Ammonia Chillers
- Process Centrifugal, Scroll and Screw Chillers
- Compound and Cascade Systems
- Multi-stage Centrifugal Systems (nominal and low pressure)
- Cooling Tower Repair
- Multi-stage Gas Compression

OEM Benefits

- We coordinate with National Trane to support you and your needs
- Firm and/or expedited delivery schedules
- Packaging with value added services/rebates
- Issue(s) or problem resolution
- Technical assistance (factory direct)
- Awareness of latest equipment and controls upgrades/updates
- OEM exclusive distributor and Trane Warranty Service Provider

Full Service Provider Benefits

- Energy solutions achieves greater value received yielding sustainable future value
- Increased coordination and tighter control through engineered systems integration
- Reduced operating costs
- Reduced downtime cost man hours spend by owner in oversight
- Extensive amount of expertise, knowledge, and experience; making Hunton Services a true full-service turnkey solutions and service provider



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 23, 2025

ITEM TYPE: Authorization

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the authorization to demo and install 555 linear feet of Cedar Fence located on the Northside of Fire Station #2 and the Parks Department Property with Foster Fence in the amount of \$60,857.00, through Buy Board Contract #757-24.

ATTACHMENTS:

[City of Humble - PW_20251010_131047](#)



Humble Public Works Department

Mark K. Arnold
Director of Public Works

October 10, 2025

Jason Stuebe, City Manager
City of Humble

I am requesting authorization from Council for Foster Fence to demo and install 555 linear feet of Cedar Fence located on the Northside of Fire Station #2 and Parks Department property in the amount of \$60,857.00. This was part of the approved 2025-2026 Budget and will be performed under Buy Board Contract # 757-24.

This will be funded out of two separate accounts as listed below.

1. Fire Department (100-20-200-00-0000-6926) \$ 30,428.50
2. Parks Department (100-40-410-00-0000-6926) \$ 30,428.50

Please see attached Project overview and Proposal

Should you have any further questions, please give me a call.

Respectfully,

Mark K. Arnold
Director of Public Works
City of Humble

Foster Fence Fire Station#2 Proposal

Project Overview

This project outlines the removal and replacement of damaged fencing on the north side of fire station#2 property, approximately 555 feet in length, with an 8-foot cedar fence supported by steel posts

Contract Details

- **Contract:** Buy Board Contract#757-24
- **Fiscal Year:** Capitalized for FY 2025-26

Project Budget

- **Total Cost:** \$60,857
- **Funding split :**
 - Fire Department Account (100-20-200-00-0000-6926): \$30,428.50
 - Parks Department Account (100-40-410-00-00006926): \$30,428.50



Quote Number: 3PB1JUL25-1

To: City of Humble

Attention: Brett Nielsen

Project: Station 2/ Parks Department Wood Fence Replacement

Date: 07-Oct-2025

Buy Board # 757-24

Foster Fence will provide and install the following:

- Demo 555 linear feet of existing cedar fence.
- Install 555 linear feet of 8' tall cedar fence with 3" schedule 40 steel posts, cap, trim and beveled rot board.
(please see attached drawings, all cedar pickets will be # 2 or better)
- Mobilization to and from jobsite, management and supervision required for complete installation.

Total \$60,857.00 Tax not included

Estimated Taxes \$ *If applicable

***Quote is good for 30 days**

Parker Brown - pbrown@fosterfence.com - 832-851-0949

Members of: Avetta, ISNetworld, Houston Area Safety Council and C3 accredited

*Lead times are projected after submittals are approved



(281) 456-7273
(281) 456-0221 Fax

FOSTER FENCE LTD
P.O. Box 96116
Houston, TX 77213

www.fosterfence.com
info@fosterfence.com



Standard Exclusions- unless specifically included in the quote:

- Work to be performed during standard business hours, 7am-5pm Monday through Friday. Any work that needs to be performed after hours or on the weekend will come at an added cost and will need to be quoted accordingly.
- Demolition, clearing & grubbing, spoil removal.
- Electrical work, access controls, and conduits.
- Fence and controls grounding.
- Engineered drawings and Building Information Modeling (BIM).
- Fence of fire department permitting.
- Property surveying and site layout. The final location of the fence installation is to be verified with the customer/agent and Foster Fence staff before starting the installation.
- Tree protection, silt fence, temporary fence.
- Hand digging, hydro-excavation, core drilling, rock drilling, and probing.
- Concrete & asphalt breaks.
- Signage, bollards, concrete mow strip.
- Painting, staining and galvanizing after fabrication.
- Utility locates beyond 811 One call, location of water lines. Private utility lines are not covered by 811. Locating private lines is the responsibility of the property owner.
- OQ training, OSHA 30 Training, site, or hazard-specific training greater than 30 minutes.
- Re-mobilizations, downtime, standby time.
- OCIP, CCIP, Builders Risk, Payment, and Performance Bonds.

Commercial Conditions:

- All projects requiring special fabrication as well as contracts with a value greater than \$75,000 will require signed and approved submittals before Foster Fence, Ltd. proceeds with construction.
- Lead times are projected after submittals are approved.
- Terms – Net 30, unless otherwise expressly negotiated.
- All standby/downtime of more than 30 minutes will be billed at a rate of \$400 per hour.
- Restocking fee for standard stock materials 25%, non-stock materials 100%.
- Foster Fence Ltd. agrees to guarantee all materials are free from defects in materials and workmanship. for a period of one year from installation. This guarantee does not cover abuse, Acts of God, nature, or other external sources.

Customer Signature

Date

(281) 456-7273
(281) 456-0221 Fax

FOSTER FENCE LTD
P.O. Box 96116
Houston, TX 77213

www.fosterfence.com
info@fosterfence.com



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 23, 2025

ITEM TYPE: Authorization

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the authorization to restore the Humble Civic Center Arena Roof in the amount of \$1,147,968.00 from Garland/DBS, through OMINA MICPA Contract #PW1925.

ATTACHMENTS:

[City of Humble - PW_20251010_134758](#)

[OMNIA Proposal 25-TX-250856 - City of Humble - Arena Roof](#)

[City_of_Humble_-_Arena_Fluid_Applied_Restoration_Roof_Project_Manual](#)



Humble Public Works Department

Mark K. Arnold
Director of Public Works

October 10, 2025

Jason Stuebe, City Manager
City of Humble

I am requesting authorization from Council for Garland/DBS, Inc. to restore the Humble Civic Center Arena Roof in the amount of \$1,147,968.00. This was part of the approved 2025-2026 Budget and will be performed under OMINA MICPA Contract # PW1925.

This will be funded out of account listed below.

1. Humble Civic Center Arena (100-40-400-10-0000-6926)

Please see attached Project overview, OMNIA Partners National Cooperative Contract Executive Summary, Proposal and Project Manual

Should you have any further questions, please give me a call.

Respectfully,

Mark K. Arnold
Director of Public Works
City of Humble

Humble Civic Center Arena Roof Restoration Summary

Project Overview

This proposal is for the restoration of the Humble Civic Center arena roof to ensure a durable, watertight system through comprehensive repairs, cleaning, and coating.

Replacing unsalvageable or unsafe metal, tightening or replacing loose fasteners, patching gaps, holes, and joints, removing 46 fiberglass skylights and replacing them with matching R-panel metal, and installing new low-profile ridge vents.

Surfaces cleaned to remove dirt, debris, oils, and contaminants and corroded metal surfaces treated

Preparation by sanding glossy surfaces, wiping galvanized surfaces with MEK, and priming rusted

The sealing and coating process includes applying urethane hybrid sealant to fastener heads, closing large gaps with self-tapping screws, backer rod, foam strips, or urethane foam, and applying brush-grade seam sealer to laps, transitions, and penetrations.

The entire roof to be coated with gray base coat, followed by two applications of white topcoat. Gutter laps and interiors sealed and coated with high-performance sealant.

The project includes a 2-year workmanship warranty and a 10-year complete system warranty.

Contract Details

- **Contract:** OMINA MICPA # PW1925
- **Fiscal Year:** Capitalized for FY 2025-26

Project Budget

- **Total Cost:** \$ 1,147,968
- **Funding :**
 - Civic Center Arena Account (100-40-400-10-0000-6926)



ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019

Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: Invitation for Bid #PW1925

IFB Issued: August 7, 2019

Pre-Bid Date: August 15, 2019

Bids Due: September 9, 2019

Bids Received: 2

Awarded to: Garland/DBS, Inc.

Racine County, Wisconsin issued IFB #PW1925 on August 7, 2019 to establish a national cooperative contract for Roofing Supplies and Services, Waterproofing, and Related Products and Services contract.

The solicitation included cooperative purchasing language in Section B. Terms and Conditions, item 5. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment B – National Cooperative Contract to be Administered by OMNIA Partners, intends to partner with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). Attachment B – National Cooperative Contract to be Administered by OMNIA Partners contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County, WI website
- Tallahassee Democrat, FL
- Arizona Business Gazette, AZ
- Desert News, UT
- Helena Independent Record, TN
- Houston Community Newspapers, Cy Creek Mirror, TX
- Montgomery Advertiser, AL
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- OMNIA Partners, Public Sector website
- Times Union, NY
- Daily Journal of Commerce, OR
- Herald-News, City of Joliet, Illinois
- Honolulu Star-Advertiser, HI
- Las Vegas Review-Journal, NV
- New Jersey Herald, NJ
- San Bernardino Sun, CA
- The Advocate – New Orleans, LA



- USA Today, nationwide

On September 9, 2019 bids were received from the following:

- CentiMark Corporation
- Garland/DBS, Inc.

Garland/DBS, Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on August 30 2019 by the Racine County Commissioners, approved the contract award. The contract was executed on September 27, 2019 with an effective date of October 15, 2019.

Contract includes:

- Roofing supplies and services, waterproofing, and related products and services.

Term:

- October 15, 2019 to October 14, 2024 with 1 additional 5-year term.

Pricing/Discount:

- Price as stated for all schedules included in the Project Manual.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Humble
Arena
8233 Will Clayton Pkwy
Humble, TX 77338

Date Submitted: 09/29/2025
Proposal #: 25-TX-250856
MICPA # PW1925

Texas General Contractor License #: Not Required

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. All necessary repairs must be done according to good construction practices, including the replacement of all metal that is deemed unsalvageable or unsafe. All panel fasteners must be checked and any loose fasteners must be tightened or, if necessary, replaced with oversized fasteners with neoprene washers.
2. Remove all fiberglass sky lights and replace with like for like r-panel metal (46 total).
3. Replace existing die ridge vents with new low-profile vents.
4. All dirt, debris, oils and contaminants must be removed by the most effective method possible. High-pressure water washing (2000 psi minimum) is the preferred method when appropriate. When pressure washing is used, it should be done at a pressure suitable to remove embedded dirt and contaminants without damaging the substrate that is being cleaned. Care must also be taken to ensure that water does not intrude into the building. It is very important to note that inadequate preparation of corroded metal surfaces can lead to premature failure of the coating system.
5. After cleaning with Clean Shield, ponding areas should be rinsed at least twice to be sure all contaminants are removed.
6. Repair gaps, holes and joints in the metal roof and building masonry with appropriate patching materials. Dull all glossy surfaces by sanding to assure maximum adhesion. Wipe galvanized surfaces clean with MEK prior application. Remove all existing failed repair material.

7. After rust or oxidation has been removed, rusted surfaces should be primed immediately after cleaning to prevent rust or oxidation from reoccurring. Primer should be applied at the rate of 1/4 gallon per 100 sq. ft. (0.11 l/m2) over the rusted areas.
8. Create a watertight seal on all fastener heads by applying a heavy dab of urethane hybrid sealant to the tops of all fastener heads and allow to dry.
9. All large or excessive gaps between end laps and vertical seams must be closed or made flush with self-tapping screws. Backer rod, foam strips or urethane foam may be used to pre-fill voids larger than 1/4".
10. Apply brush grade seam sealer with 6" wide Grip Polyester to all laps, rake transitions, gutter joints, Penetrations, fastener rows, ridge details, etc. ensuring saturation of Grip Polyester.
11. Apply gray base coat at rate of 1.5 gal/sq over entire roof surface and .5 gal/sq over vertical metal surfaces including all details previously treated with seam sealer.
12. Apply white top coat in a uniform manner at minimum application rate of 1.5 gal/sq and .5 gal/sq over vertical metal surfaces. Repeat on vertical surfaces until minimum thickness achieved.
13. Apply high performance sealant to gutter laps and coat the inside of the existing gutters.
14. Provide pictures of all work areas on a daily basis.
15. At all times a non working foreman is to be on site. Foreman shall have a copy of all construction documents and be capable of effective communication with all owner employees and representative.
16. Contractor to provide (2) Year workmanship warranty to owner and (10) Year Complete system warranty to Owner.

Proposal Price Based Upon Market Experience:

\$ 1,147,968

Garland/DBS Price Based Upon Local Market Competition:

Brazos Urethane	\$	1,147,968
Vogler Sheet Metal	\$	1,171,713
FW Walton	\$	1,235,155
Atlas Universal	\$	1,475,997

Brazos Urethane - Unforeseen Site Conditions:

Decking Replacement	\$	6.84 per Sq. Ft.
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Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are included.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is included to which it obtains to the scope of work.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Benjamin Schaefer

Benjamin Schaefer
Garland/DBS, Inc.
(216) 302-3788

PROJECT MANUAL

Including Technical Specifications and Drawings

FOR:

The City of Humble
Arena Fluid Applied Restoration Roofing Project
8233 Will Clayton Parkway
Humble, TX 77338

August 18, 2025



OWNER:

City of Humble
114 West Higgins
Humble, TX 77338

OWNER'S REPRESENTATIVE:

Brett Nielsen
102 Granberry St.
Humble, TX 77338
Phone: (661) 494-4107
Email: bnielsen@cityofhumble.net

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SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

Project: CITY OF HUMBLE - ARENA FLUID APPLIED RESTORATION ROOF PROJECT

Receipt and Opening of Bids:

The Owner invites bids on the form indicated in Section 00 41 13 for the above referenced project.

The Owner shall not consider any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of the bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof.

1. Preparation of bid: Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. Each bid must be electronically and emailed to dbsbids@garlandind.com with the subject line "CITY OF HUMBLE - ARENA FLUID APPLIED RESTORATION ROOF PROJECT". Failure of these guidelines will cause bid to be rejected and considered nonresponsive.
2. Telegraphic Modification: Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to closing time. The telegraph communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.
3. Method of bid: The Owner invites the following bid(s):
 - a. BASE BID #1: CITY OF HUMBLE - ARENA FLUID APPLIED RESTORATION ROOF PROJECT
4. Qualifications of Bidder: The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
5. Previous Work Completed: Each Contractor is to provide at least three previously completed projects with similar size and scope with their bid. Provide photographs from before and after that represents the firm's capabilities.

6. Time of Completion: Time of completion of this Contract is of importance to the Owner and may be considered in the award of the Contract. The Contractor shall state on his proposal the number of calendar days he will require to complete the project in its entirety. Payments on the Contract will be made as provided by the Contract. No payment will be made on the Contract within 30 days prior to the completion date set by the Contractor, unless there is an extended unforeseen delay, over which the Contractor has no control, such as severe or unseasonable weather, it shall be the Contractor's responsibility to request any extensions in time within the above time limit shall void any possible extension of the Contract time of completion. The Owner will be the judge as to whether a time extension is to be granted and so notify the Contractor.
 - a. **Project Timeline:** The project will begin promptly once approved and will be completed before January 2026 before the start of the Rodeo season. Work conducted during these periods shall adhere to all stipulated terms and conditions in this Contract. Any changes to this timeline must be approved by the Owner and may be subject to conditions as set forth in this Contract.
7. Conditions of Work: Each bidder must inform himself fully of the condition relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.
8. Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre bid documents will be made to any bidder orally. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be provided to all prospective bidders not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.
9. Laws and Regulations: The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities that have jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
10. Method of Evaluation: The monetary basis used for evaluating the bids will be the lowest total, including the bid item chosen by the Owner, or bid items that the Owner might elect to choose. Time of completion of this project, contractor's references, and previous experience with the owner may be considered in the award of this contract.

11. Obligation of bidder: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect of this bid.
12. Failure of Timely Order: The contractor is responsible for assuring the timely order of all materials specified. If a specified material or color of material cannot be delivered by the contract completion date, due to failure to order the material in a timely manner, the contractor will be responsible for supplying an equal or better material. The owner will be the sole determinant of the approved substitute material. The contractor will also be charged an amount equal to 5% of the value of the specified material. This amount will be credited to the owner through a change order to the contract. The word "material", as used in this section, includes all items specified in the specifications or shown on the drawings.
13. Sub-bid Time Limit: So that Contractors may have adequate opportunity to evaluate sub-bids, it is recommended that the "Time Limit Plan" be honored; sub and material bids must have been submitted to Contractors four (4) hours prior to the time set for bid opening.
14. Pre-bid Conference: TBD
15. Access to building(s):
 - a. During quoting the site will be available by appointment with the Owner's Representative only.
 - b. During construction special care should be taken as the building will be in operation during construction.
16. Partial Payment for Materials: Ninety percent (90%) of cost of materials delivered to the site will be paid if the materials are in good condition and properly stored and protected. Payment will be made only if a notarized copy of actual materials invoice is submitted with the Contractor's payment request.
17. Hazardous Materials: Do not bid or provide or install hazardous materials or products containing asbestos, polychlorinated biphenyl (PCB), lead in water piping, etc.
18. Pre-Construction Conference: A pre-construction conference will be held two weeks (14 days) prior to the beginning any work on this project. After full execution of the contract and insurance certificate, the Contractor shall contact the Owner and set up a date, time and place to meet on site with the Contractor, his major subcontractors, Owner and Manufacturer. The purpose of this meeting will be to discuss schedules, procedures, special considerations, and any other pertinent items related to this project.

19. Buildings in Use: All areas will be in use during construction. Particular care for the safety of the occupants of the building shall be taken while working on site and in the vicinity of the building. Coordinate the work process with the Owner to avoid conflicts and potential hazards.

END OF SECTION 00 21 13

SECTION 00 41 13 - PROPOSAL FORM

PROJECT: City of Humble – Arena Fluid Applied Restoration Roof Project

PLACE: Civic Center - Arena
8233 Will Clayton Parkway
Humble, TX 77338

DATE: September 26, 2025 by 3:00 pm

TO: Brett Nielsen
bnielsen@cityofhumble.net

1. Pursuant to and in compliance with the Invitation to Proposal and the proposed Contract Documents dated August 29, 2025 relating to the above referenced project, the undersigned, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and Addenda thereto, for the following sum of money:

- a. BASE PROPOSAL, ITEM #1 CITY OF HUMBLE – ARENA FLUID APPLIED RESTORATION ROOF PROJECT

on the All labor, materials, services, and equipment necessary for completion of the work shown drawings and in the Specifications as Proposal Item #1.

_____ DOLLARS(\$ _____)
(Amount in Words Governs)

2. The Offeror attests to and affirms that he and his subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related Proposal Documents and, that he has carefully reviewed the plans, specifications, addenda and related Proposal Documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soils reports and the site of the work, and, through his own person observations, has satisfied himself as to the nature, location and requirements of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his proposal solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than those written and issued by the Owner.
3. UNIT PRICES: The undersigned agrees, in case of variation of quantities from those shown or specified, the following unit prices will be used in adjusting the Contract price. If additional quantities are authorized in advance by the Owner. The following amount will be added to the Contract:

- a. Cost per 100 sq ft Metal Deck Repair \$ _____
- b. Cost per board foot wood nailer \$ _____

4. If awarded this Contract the undersigned will execute a satisfactory Construction Contract and proof of insurance coverage, with the Owner for the entire work as per the Contract Documents within 10 days after notice of award. It is agreed that this proposal is subject to the Owners acceptance for a period of thirty (30) days from the above date.
5. The undersigned agrees to the following:
 - a. To furnish all labor and materials as shown and specified.
 - b. To complete Proposal Item #1 in _____ calendar days.
 - c. To work _____ working days per week.
 - d. To begin work _____ days after notice of award of contract.
6. Receipt is acknowledged of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

7. The Offeror attests to and affirms that he and his subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related Proposal Documents and, that he has carefully reviewed the plans, specifications, addenda and related Proposal Documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soils reports and the site of the work, and, through his own person observations, has satisfied himself as to the nature, location and requirements of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his proposal solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than whose written and issued by the Owner.

Offeror agrees that the Owner has the right to accept or reject any or all proposals and to waive all informalities.

Respectfully Submitted,

By: _____	Date _____, 20 _____
(Signature)	
_____	_____
(Printed Name)	(Title)

(Company)	

SECTION 00 52 13 - AGREEMENT FORM

Agreement (Stipulated Price)

The Agreement will be executed on AIA Document Number A-101 "Standard Form of Agreement between Owner and Contractor", Current Edition.

OR

Form as approved by City of Humble.

END OF SECTION 00 52 13

SECTION 00 72 00 - GENERAL CONDITIONS

PART 1 - GENERAL

1.01 DEFINITIONS

- A. The contract documents consist of the Agreement, the General Conditions of the contract, the Supplemental Conditions, the Drawings and the Specifications, including all revisions thereto.
- B. The Owner, the Contractor, and the representatives shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the roof replacement contract for the various work is awarded. The term Owner shall be understood to be CITY OF HUMBLE.

1.02 OWNERS REPRESENTATIVE STATUS

- A. The owner's representative shall have general supervision and direction of the work and are the agents of the Owner in all matters pertaining to the work as provided in the Contract Documents. They have authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

1.03 PERMITS AND LICENSES

- A. All permits and licenses of a temporary nature necessary to the lawful prosecution of the work shall be secured and paid for by the Contractor.

1.04 CONDITIONS OF THE SITE

- A. The bidders shall visit the site before submitting their bids and determine the field conditions affecting their work. In considering the bids the owner will assume that the bidders are aware of all items pertinent to their work and have made allowance for same in their bids.

1.05 VERIFICATION OF DIMENSIONS AND ELEVATIONS

- A. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the owner and the owner will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels, or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor, or any of his sub-contractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work, as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

1.06 SUPERINTENDENT

- A. The Contractor shall keep a competent superintendent, satisfactory to the Owner, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the owner unless the superintendent ceases to be in the employment of the Contractor.
- B. The superintendent shall represent the Contractor in his absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
- C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his attention by the Owner.

1.07 CONTINUATION OF OWNER'S OPERATIONS

- A. The Contractor shall erect such barriers, tarpaulins, doors, etc. As maybe necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations. A completion date will be established at the preconstruction meeting.

1.08 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall maintain adequate protection of all his work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his workmen from any dangers inherent with or created by the work in progress. He shall hold the Owner harmless from any loss arising due to injury or accident to the public or his workmen, or from theft of materials stored at the job site. All materials will be stored in locations other than on roof surfaces except as necessary and shall then be placed on plywood or other type material to protect roof surfaces at all times.
- B. Before starting any work protect all grounds, copings, paving and the exterior of all building surfaces where work will be performed.
- C. In those areas where materials and/or hot asphalt will be raised to the roof area a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This covering shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.
- D. Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced prior to the final inspection. The method of repair used must be acceptable to both the Owner and the Owner's Consultant.
- E. At no time will any equipment, materials or any other items be set on or stored on a new complete roofing section.

1.09 MATERIAL STORAGE AND CLEANUP

- A. The contractor shall keep the premises free from rubbish at all times and shall arrange his material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove his debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and charged to the Contractor.
- B. The Contractor shall also remove drippage of bitumen or adhesive from all walls, window, floors, ladders and finished surfaces. Failure to do so when asked by the Owner will result in the work being done and charged to the Contractor

1.10 INSPECTION OF WORK

- A. If the drawings or specifications require the inspection and approval of any work or process by the owner, the Contractor shall give the owner ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If any work should be covered up by the Contractor without required inspection or approval by the owner it shall be uncovered at the Contractor's expense.
- B. Uncovering of work not originally inspected, or uncovering of questioned work may be ordered by the owner and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the examination. If the work is proven correctly installed, all such expense shall be borne by the Owner.

1.11 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION

- A. As directed by the Owner's Representative, the contractor shall cut not more than 1 core, of approximately 144 square inches each, from every newly constructed built-up roof area, in order to establish the amount of materials used per square foot, and shall restore all such areas to sound and watertight conditions.
- B. In the event that such core cuts disclose any deficiency in materials, or soundness of construction, the contractor shall, at his own expense, apply additional materials or other wise correct the deficiencies to the satisfaction of the Owner's Representative.
- C. Non-compliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner. The Contractor understands that no materials containing asbestos will be used on this project.
- D. Furthermore, damages caused by water infiltration resulting from the failure of the contractor to secure each day's work in a weather tight manner, will be corrected at the contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.
- E. The Owner will authorize the Owner's representative to periodically examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the current published instructions of the Manufacturer.
- F. The manufacturer's field representative or consultant shall be responsible for:

1. Keeping the Owner's Representative informed on a periodic basis as to the progress and quality of the work.
 2. Calling to the attention of the contractor those matters, which he considers to be in violation of the contract requirements.
 3. Reporting to the Owner's Representative any failure or refusal of the Contractor to correct unacceptable practices.
 4. Conducting preliminary and subsequent job site meetings with the contractor's official job representatives.
 5. Supervising the taking of test cuts, and the restoration of such areas.
 6. Rendering any other inspection services which the Owner's Representative may designate.
 7. Certifying, after completion of the work, the extent to which the contractor has complied with these specifications as well as to the current published instructions of the Manufacturing Company.
 8. Inspections of work in progress by manufacturer's representative minimum of three (3) times per week and producing weekly reports to owner.
 9. The Manufacturers field representative shall be an full-time employee of the manufacturer, and not a distributor, or agent.
- G. The presence and activities of the manufacturer's field representative or consultant shall in no way relieve the Contractor of his contractual responsibilities.

1.12 SEPARATE CONTRACTS

- A. The Owner reserves the right to do work or to let other contracts in connection with the work. The Contractor shall afford other such contractors a reasonable opportunity to store their material and shall cooperate with them to the best of his ability to expedite the rapid completion of the work.
- B. If any portion of the Contractor's work depends upon the Owner's or other contractor's work, the Contractor shall inspect and approve such work before proceeding with his own. He shall promptly notify the Owner of any defects in such work that will render subsequent work unsuitable. His failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the execution of his work, except as for such defects that were not at that time observable and shall subsequently develop.

1.13 MISCELLANEOUS UTILITIES

- A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor. Any temporary lights necessary to the work shall be furnished by the Roofing contractor.
- B. Water for concrete, mortar, and washing purposes will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his work.
- D. Toilet facilities will be provided by the Contractor. Temporary toilets shall be the responsibility of the Contractor, unless the Owner approves otherwise at the Pre-

construction meeting. The Contractors workmen shall gain access to the roof from the exterior only.

1.14 CHANGES OR EXTRA WORK

- A. The Owner may, without invalidating the original contractor, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted as stated below with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the owner. The value of such extra work shall be determined in one of the following ways:
1. By firm price adjustment.
 2. By cost plus with a guaranteed maximum.
 3. By cost with a fixed fee.
 4. By unit cost.
- B. If agreement is reached that the extra cost shall be handled as per methods, 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the owner's representatives. The owner's representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve material additional cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.

1.15 CORRECTION OF WORK PRIOR TO FINAL PAYMENT

- A. The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the owner's representative as failing to meet the intention of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

1.16 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. If the owner's representative deems it inexpedient to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur, not his ability for correcting them, and damage caused by them, as specified in Article 1.15.

1.17 LIENS

- A. The Contractor shall furnish the Owner a release in full of all liens arising out of this contract. The Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may at his option furnish a bond to indemnify the Owner against all hazards of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any lien remains un-discharged, the Contractor shall refund to the Owner necessary funds to discharge such a lien including all cost and attorney's fees.

1.18 JOB CONDITIONS

- A. All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Pumping equipment shall be located on the ground at a safe distance from building; the location being subject to the approval of the Owner. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site.
- B. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard. Loads placed on the roof at any point shall not exceed the safe load for which the roof is designed.
- C. There is NO SMOKING allowed inside or outside the building and the Contractor shall be responsible for enforcement of this job rule at all times with his personnel. The Owner shall designate safe places for smoking at the preconstruction meeting.
- D. Under certain conditions it will be necessary and desirable to incorporate one or more of the following methods for removal of dirt, silt, gravel, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions and protect building surfaces.
 - 1. Roof vacuum systems.
 - 2. Crane and hopper with dump truck system.
 - 3. Enclosed chutes with protective shrouds on building and ground surfaces and shrubbery.
- E. These contingencies will be specified at the preconstruction conference.
- F. Ladders: When ladders are used on this project they must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- G. The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant.

1.19 WORKMANSHIP

- A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which employed. All work shall be done in accordance with these specifications and shall meet the approval in the field of the Owner or his representative. Contractor's representative, job supervisor, shall have a complete copy of specifications and drawings on job site at all times.

1.20 SAFETY

- A. Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.
- B. Contractor and all on-site personnel must undergo Site-Specific Safety Training and shall at all times act in strict accordance with all NRCA recommended safety compliance rules and regulations.

1.21 COLD MATERIALS

- A. All cold materials, including sealants and roofing cements, shall be approved by the owner.

1.22 SUBSTITUTION OF SPECIFIED MATERIALS

- A. Whenever a particular make of material or trade name is shown or specified herein, it shall be regarded as being indicative of the standard required. A Bidder who proposed to quote on the basis of an alternate material or system shall submit to the Owner's representative the following information, at least seven (7) days prior to the scheduled bid opening date. All tests listed in this specification must be performed between the standard system, and the proposed substitute. If any tests are not completed then only the standard system shall be accepted. Refer to Section 01 25 13 Product Substitution Procedures.

1.23 ROOF DECK

- A. Contractor shall notify the Owner of his designate on the job site of any unforeseen areas of defective decking. Where the damage is serious and extensive, it will be the Owner's responsibility to authorize removal and replacement of deteriorated decking. Where damage to the roof deck is found, the Owner shall ask the Roofing Contractor to make the necessary repairs at the unit cost established in the quote.

1.24 INSURANCE

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by Contractors for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.

- B. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Sub-contractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
- C. If any work provided for or to be performed under any specifications is sub-let (as otherwise permitted by the terms of such specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence Workmen's Compensation, Employers' Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
- D. In accordance with Item II, the Contractor shall maintain the following insurance:
1. Workmen's Compensation and Employer's Liability Insurance affording, (a) protection under the Workmen's Compensation Law of the States in which the work is performed, and (b) Employer's Liability protection subject to a minimum limit of \$100,000.
 2. Comprehensive General Liability Insurance in amounts not less than \$2,000,000.00.
 - a. Bodily Injury: \$500,000 Each Occurrence; \$500,000 Annual Aggregate.
 - b. Property Damage: \$500,000 Each Occurrence; \$500,000 Annual Aggregate.
 3. Contractual Liability:
 - a. Bodily Injury: \$500,000 Each Occurrence; \$500,000 Annual Aggregate.
 - b. Property Damage: \$500,000 Each Occurrence; \$500,000 Annual Aggregate.
 4. Personal Injury, with employment exclusion deleted:
 - a. \$1,000,000 Annual Aggregate.
 - b. This insurance shall:
 - 1) Include coverage for the liability assumed by the Contractor under Item I (Indemnity);
 - 2) Include completed operation coverage which is to be kept in force by the Contractor for a period of not less than one year after completion of the work provided for or performed under these specifications;
 - 3) Not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
 - 4) Not be subject to any exclusion of property used by the insured or property in the case, custody or control of the insured or property as to which the insured for any purpose is exercising physical control; and the Certificates of Insurance furnished by the contractor shall show by specific reference that each of the foregoing items have been provided for.
 5. Comprehensive Automobile Liability Insurance in the following minimum amounts:
 - a. Bodily Injury: \$250,000 per person; \$500,000 per accident.
 - b. Property Damage: \$250,000 per accident.

- E. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the owner thirty (30) days prior written notice for cancellation of any material change in the insurance.

1.25 SAFETY AND ECOLOGY

- A. Contractor shall conform to requirements as designated by the United States Federal Government (OSHA) and or other applicable safety codes or regulations.

1.26 ANTI-DISCRIMINATION IN EMPLOYMENT

- A. Contractors and Subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his contract, with respect to his hire, tenure, terms, conditions or privileges of employment because of his race, color, religion, national origin, or ancestry.

1.27 RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES

- A. The Bidding Contractors shall be solely responsible for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

1.28 PRE-JOB MEETING

- A. A pre-job meeting shall be held prior to the start of this project. This meeting shall include the Contractor and the Owner's representative. The condition of the buildings and related grounds areas shall be recorded and the contractor shall be responsible for the correction and/or repair of any additional damage to the facilities resulting from the related work and in addition to the conditions noted at the pre-job meeting.

1.29 DISCREPANCIES AND ADDENDA

- A. Should a Bidder and any discrepancies in the Drawings and Specifications, or should he be in doubt as to their meaning, he shall notify the Owner at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addendum, will not be considered valid, or legal or binding.
- B. No extra will be authorized because of failure of the Contractor to include work called for in the Addenda in his bid.

1.30 COMPETENCY OF THE BIDDER

- A. To enable the Owner to evaluate the competency and financial responsibility of Contractor, the low Bidder shall, when requested by the Owner, furnish the following information which shall be sworn to under oath by him or by a properly authorized representative of the Bidder:
 - 1. The address and description of the Bidder's plant and place of business.
 - 2. The name and/or Articles of co-partnership or incorporation.
 - 3. Itemized list of equipment available for use on the project.
 - 4. A certified or authenticated financial statements, dated within sixty (60) days prior to the openings of the bids. The Owner may require that any items of such statements be further verified.
 - 5. A list of present contracts, including dollar values, percentage of completion and the names of all owners involved.
 - 6. A statement regarding any past, present or pending litigation with an Owner.

7. Such additional information as may be required that will satisfy the Owner that the Bidder is adequately prepared in technical experience, or otherwise to fulfill the Contract.
8. Sufficient documents to ensure that the Contractor is in compliance with the current Fair Employment Practice requirements of the Owner.

1.31 DISQUALIFICATION OF BIDDERS

- A. Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his bid or bids:
 1. Failure to attend the mandatory pre-bid meeting.
 2. Evidence of collusion among bidders.
 3. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
 4. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
 5. Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
 6. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.
 7. Failure to comply with the submittals section of the specification.
 8. Contractor not operating under the same name or ownership for a minimum of five years.

1.32 PAYMENT

- A. At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the schedule of values. Prior to this submittal, the Contractor shall contact the Owner's Representative for on-site review of the proposed application. Upon approval by the Owners Representative, the Application for Payment shall be submitted to the Owner. Included shall be the data required to support the Contract's right to payment as may be required by the Owner, such as copies of requisitions from subcontractors and material suppliers, and reflecting retainage, if provided for elsewhere in the Contract Documents.
- B. Contract shall submit application in duplicate using AIA Document G702, Application and Certificate for Payment, May 1983 Edition. All blanks in the form must be completed and signature of Contractor and Notary Public must be original on each form.
- C. Progress Payments: Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follow:
 1. On or about the fifteenth (15th) day of each month ninety percent (90%) of the proportion of the Contractor Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the first (1st) day of that month; less the aggregate of previous payments in each case; and upon Substantial Completion of the entire work, a sum sufficient to increase the total entire work, a sum sufficient to increase the total payments to ninety percent

(90%) of the Contract Sum less such retainage as the Owner's Representative shall determine for all incomplete work and unsettled claims.

D. Final Completion and Final Payment: Prior to final payment, the Contractor shall submit in duplicate to the Owner the following completed forms:

1. Contractors Affidavit of Release of Liens, AIA Document G706A.
2. Consent of Surety to Final Payment, AIA G707.
3. Contractor's Guarantee.
4. Manufacturer' Guarantee.

PART 2 - PRODUCTS – Not applicable to this section.

PART 3 - EXECUTION – Not applicable to this section.

END OF SECTION 00 72 00

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 – GENERAL

1.01 SUMMARY

- A. Project Identification: City of Humble – Arena Fluid Applied Restoration Roof Project
- B. Project Summary: Roofing Contractor shall act as Prime Contractor in re-roofing and waterproofing the above referenced facility as indicated in the General Conditions, Specifications, and Drawings.

1.02 SCOPE OF WORK

- A. Humble Arena - Fluid Applied Restoration Roof Project
 - 1. All necessary repairs must be done according to good construction practices, including the replacement of all metal that is deemed unsalvageable or unsafe. All panel fasteners must be checked and any loose fasteners must be tightened or, if necessary, replaced with oversized fasteners with neoprene washers.
 - 2. Remove all fiberglass sky lights and replace with like for like r-panel metal (46 total).
 - 3. Replace existing die ridge vents with new low-profile vents and extremely rusted existing panels with new r-panel sheets approximately (30).
 - 4. All dirt, debris, oils and contaminants must be removed by the most effective method possible. High-pressure water washing (2000 psi minimum) is the preferred method when appropriate. When pressure washing is used, it should be done at a pressure suitable to remove embedded dirt and contaminants without damaging the substrate that is being cleaned. Care must also be taken to ensure that water does not intrude into the building. It is very important to note that inadequate preparation of corroded metal surfaces can lead to premature failure of the coating system.
 - 5. After cleaning with Clean Shield, ponding areas should be rinsed at least twice to be sure all contaminants are removed.
 - 6. Repair gaps, holes and joints in the metal roof and building masonry with appropriate patching materials. Dull all glossy surfaces by sanding to assure maximum adhesion. Wipe galvanized surfaces clean with MEK prior application. Remove all existing failed repair material.
 - 7. After rust or oxidation has been removed, rusted surfaces should be primed immediately after cleaning to prevent rust or oxidation from reoccurring. Primer should be applied at the rate of 1/4 gallon per 100 sq. ft. (0.11 l/m²) over the rusted areas.
 - 8. Create a watertight seal on all fastener heads by applying a heavy dab of urethane hybrid sealant to the tops of **all** fastener heads and allow to dry.
 - 9. All large or excessive gaps between end laps and vertical seams must be closed or made flush with self-tapping screws. Backer rod, foam strips or urethane foam may be used to pre-fill voids larger than 1/4".

10. Apply brush grade seam sealer with 6" wide Unibond to all laps, rake transitions, gutter joints, Penetrations, fastener rows, ridge details, etc. ensuring saturation of Unibond.
11. Apply gray base coat at rate of 1.5 gal/sq over entire roof surface and .5 gal/sq over vertical metal surfaces including all details previously treated with seam sealer.
12. Apply white top coat in a uniform manner at minimum application rate of 1.5 gal/sq and .5 gal/sq over vertical metal surfaces. Repeat on vertical surfaces until minimum thickness achieved.
13. Apply high performance sealant to gutter laps and coat the inside of the existing gutters with CPR top coat.
14. Provide pictures of all work areas on a daily basis.
15. At all times a non working foreman is to be on site. Foreman shall have a copy of all construction documents and be capable of effective communication with all owner employees and representative.
16. Contractor to provide (2) Year workmanship warranty to owner and (10) Year Complete system warranty to Owner.

1.03 PROJECT REQUIREMENTS

- A. Existing site conditions and restrictions: The building will be occupied at the time of construction and care must be taken not to disturb normal operations of the occupants. A man must be staged on ground at all times.
- B. The roofing contractor will be responsible for coordination of uplift testing of existing roof decks, including adhesion tests and pull tests.
- C. Roof Material Edge Protection: Precaution shall be taken to ensure that no materials, debris or tools are able to fall from the roof at any point.
- D. Permits: Apply for, obtain, and pay for permits required to perform the work. Submit copies to Owner.
- E. Codes: Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to Owner.
- F. Dimensions: Verify dimensions and quantities indicated in scope of work with field dimensions before fabrication or ordering of materials.
- G. Existing Conditions: Notify owner's representative or consultant of existing conditions differ from those indicated in the scope of work. Do not remove or alter structural components without prior written approval.
- H. Definition for terms used in the Specifications:
 1. Provide: Furnish and install, complete with all necessary accessories, ready for intended use. Pay for all related costs.
 2. Approved: Acceptance of item submitted for approval. Not a limitation or release for compliance with the Contract Documents or regulatory requirements. Refer to limitations of "Approved" in General and Supplementary Conditions.
 3. Match Existing: Match existing as acceptable to the Owner.
 4. Intent: Specifications are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonable implied or necessary for proper performance of the project shall be included.

5. Writing Style: Specifications are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, "Provide tile" means Contractor shall provide tile.

PART 2 - PRODUCTS - Not applicable to this section.

PART 3 - EXECUTION - Not applicable to this section.

END OF SECTION 01 11 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Comply with project format for submittals.
- B. Provide types of submittals listed in individual sections and number of copies required.
 - 1. Shop drawing, reviewed and annotated by the Contractor (two prints).
 - 2. Product data (two copies).
 - 3. Samples (two), plus extra samples as required to indicate range of color, finish, and texture to be expected.
 - 4. Warranties (two copies).
- C. Provide required re-submittals if original submittals are not approved. Provide distribution of approved copies including modifications after submittals have been approved.
- D. Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note special coordination required. Note any deviations from requirements of the Contract Documents.
- E. Provide warranties as specified in Section 07 56 00 Fluid-Applied Roofing. Owner requires single source responsibility for all roof assemblies. Multiple manufacturers are not acceptable.

PART 2 - PRODUCTS - Not applicable to this section.

PART 3 - EXECUTION - Not applicable to this section.

END OF SECTION 01 33 00

SECTION 01 50 00 - TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide temporary services and utilities, including utility costs:
 - 1. Telephone. (As required)
 - 2. Toilet facilities.
 - 3. Material storage.
- B. Provide security and protection requirements:
 - 1. Fire extinguisher.
 - 2. Site enclosure barricades.
 - 3. Environmental protection.
- C. Provide personnel support facilities:
 - 1. Sanitary facilities.
 - 2. Drinking water.
 - 3. Cleaning and trash removal.

PART 2 - PRODUCTS - Not applicable to this section.

PART 3 - EXECUTION - Not applicable to this section.

END OF SECTION 01 50 00

SECTION 01 62 00 - PRODUCT OPTIONS

PART 1 - GENERAL

1.01 PRODUCT LIST

- A. Within 14 days after date of Contract, submit to the Owner complete list of all products which are proposed for installation.
 - 1. Tabulate list by each specification section.
- B. For products specified under Reference Standards, include with listing of each product:
 - 1. Name and Address of Manufacturer.
 - 2. Trade Name.
 - 3. Manufacturer's Data.
 - 4. Model or Catalog Designation.

1.02 CONTRACTORS OPTIONS

- A. For products specified only by Reference Standards, select any product meeting standards, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any product and manufacturer named.
- C. For products specified by naming one or more products, but indicating the option of selecting equivalent products e.g., by stating "or pre-approved substitution" after specified product, Contractor must submit request as required for substitution, for any product not specifically named.
- D. For products specified by naming only one manufacturer, contractor shall use only the manufacturer and product as specified.

1.03 SUBSTITUTION

- A. During bidding, the Owner will consider only written request from prime bidders for substitutions that don't meet these performance requirements or make up, received at least 7 days prior to bid date; request received after that time will not be considered. In the event a substitution is accepted, all bidders shall be notified of the acceptable alternate within three (3) days prior to bid date. Requests for substitution shall include five (5) copies of:
 - 1. Complete data substantiating compliance of proposed substitution with Contract Documents.
 - 2. For products: Substitutions will only be considered if submitted by a prime bidder who attends the mandatory pre-bid conference.
 - a. Product identification, including manufacturer's literature, manufacture's name, address and location of manufacturing facility or facilities.
 - b. Current certificate from an accredited testing laboratory comparing the physical and performance attributes of the proposed material with those of the specified.
 - c. Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed

in the state in which the installation is to take place. This report shall show that the submitted equal meets the Design and Performance criteria in this specification. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.

- d. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.
 - e. List of at least five (5) local jobs, where the proposed alternate material was used under similar conditions. These jobs must be available for inspection by the Owner. Names and phone numbers are required for verification.
3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 4. Itemized comparison of proposed substitution with product or method specified.
 5. Data related to changes in construction schedule.
 6. Relation to separate contracts.
- B. In making request for substitution, Bidder/Contractor represents:
1. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 2. He will provide the same guarantee for substitution as for product or method specified.
 3. He will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
 4. He waives all claims for additional cost related to substitution that consequently becomes apparent.
 5. Cost data is complete and includes all related cost under his contract or other contracts, which may be affected by the substitution.
 6. He will reimburse the Owner for all redesign cost substitute may require.
- C. Substitution will not be considered if:
1. Product or method to be considered does not have a minimum of fifteen (15) years of successful performance in the United States.
 2. Any discrepancies in the test data, or if the tests or submittals are incomplete.
 3. They are indicated or implied on Shop Drawings or Project Data Submittals without formal request submitted in accordance with Article 1.3, Paragraph A of this specification section.
- D. Acceptance will require substitution revision of Contract Documents.

PART 2 - PRODUCTS – Not applicable to this section.

PART 3 - EXECUTION – Not applicable to this section.

END OF SECTION 01 62 00

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. The following are pre-requisites to substantial completion. Provide the following:
 - 1. Punch list.
 - 2. Supporting documentation.
 - 3. Certification.
- B. Final payment request with supporting affidavits.
 - 1. Final payment request with supporting affidavits.
 - 2. Completed punch list.
 - 3. Warranties.
 - 4. Final release of liens.
 - 5. Release of surety.
- C. Provide a marked-up set of drawings including changes which occurred during construction.
- D. Provide the following closeout procedures:
 - 1. Submission of record documents.
 - 2. Submission of maintenance manuals.
 - 3. Final cleaning and touch up.
 - 4. Removal of temporary facilities.

PART 2 - PRODUCTS - Not applicable to this section.

PART 3 - EXECUTION - Not applicable to this section.

END OF SECTION 01 77 00

SECTION 07 56 03 - FLUID APPLIED ROOFING RESTORATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Metal Surface Roof Restoration
- B. Accessories
- C. Edge Treatment and Roof Penetration Flashings

1.02 REFERENCES

- A. ASTM C 92 - Standard Test Methods for Sieve Analysis and Water Content of Refractory Materials.
- B. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
- C. ASTM D 93 - Standard Test Methods for Flash Point by Pensky-Martens Closed Cup Tester.
- D. ASTM D 562 - Standard Test Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer.
- E. ASTM D 624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
- F. ASTM D 1002 - Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal).
- G. ASTM D 1475 - Standard Test Method For Density of Liquid Coatings, Inks, and Related Products.
- H. ASTM D 2196 - Standard Test Methods for Rheological Properties of Non-Newtonian Materials by Rotational (Brookfield type) Viscometer.
- I. ASTM D 4212 - Standard Test Method for Viscosity by Dip-Type Viscosity Cups.
- J. ASTM D 4402 - Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer.
- K. ASTM E 1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces
- L. SRI - Solar Reflectance Index calculated according to ASTM E 1980.
- M. SMACNA Architectural Sheet Metal Manual.
- N. National Roofing Contractors Association (NRCA) - Roofing and Waterproofing Manual.

1.03 SYSTEM DESCRIPTION

- A. Metal Surface Roof Restoration: Renovation work includes:
 - 1. Surface preparation: Remove loose flaking rust, dust, dirt, debris, secure all gaped panels and replace all loose fasteners with the next size larger.

2. Metal Flashings: Repair/Replace metal flashings, pitch pockets, etc.
3. Primer: Spot prime rusted areas only. (For Revitalizer Metal and CPR systems only)
4. Preparation: Apply CPR Seam Sealer BG on seams, fasteners and around penetrations
5. Base Coat: Apply CPR Base Coat over entire roof surface
6. Top Coat: Apply CPR White over entire roof surface

1.04 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 1. Preparation instructions and recommendations.
 2. Storage and handling requirements and recommendations.
 3. Installation methods.
- C. Shop Drawings: Submit shop drawings including installation details of fluid applied roofing and flashing prior to job start.
- D. LEED Submittals: Provide documentation of how the requirements of Credit will be met:
 1. List of proposed materials with recycled content. Indicate post-consumer recycled content and pre-consumer recycled content for each product having recycled content.
 2. Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content.
 3. Product reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.
- E. Verification Samples: For each product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, and color.
- F. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with manufacturer's current Application and Installation Guidelines and the NRCA Roofing and Waterproofing Manual.

- B. Manufacturer Qualifications: Manufacturer: Company specializing in manufacturing products specified in this section with documented ISO 9001 certification and minimum twelve years and experience.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on the job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Source Limitations: Obtain all components of the roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.06 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.
- C. Objectives include:
 - 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 - 2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
 - 3. Review structural loading limitations of the deck and inspect the deck for loss of flatness and for required attachment.
 - 4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
 - 5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 - 6. Review required inspection, testing, certifying procedures.
 - 7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
 - 8. Record conference including decisions and agreements reached. Furnish a

copy of records to each party attending.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Storage temperatures should be between 60 degrees F to 80 degrees F (15.6 degrees to 26.7 degrees C). Indoor ventilated storage is recommended. Ensure jobsite storage is in a shaded and ventilated area. Do not store in direct sunlight. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.

1.08 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by the manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Weather Condition Limitations: Product application must not be done when rain or other conditions such as fog or heavy dew are possible within a 24-hour period. Roof surface must be at least 6 Fahrenheit degrees or 3 Celsius degrees above the dew point and rising.
- C. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during the same day.
- E. When applying materials with spray equipment, take precautions to prevent over spray from damaging or defacing surrounding walls, building surfaces, vehicles or other property. Care should be taken to do the following:
 - 1. Close air intakes into the building.
 - 2. Have a dry chemical fire extinguisher available at the jobsite.
 - 3. Post and enforce "No Smoking" signs.
- F. Avoid inhaling spray mist; take precautions to ensure adequate ventilation.
- G. Protect completed roof sections from foot traffic for a period of at least 48 hours at 75 degrees F (24 degrees C) and 50 percent relative humidity or until fully cured.
- H. Take precautions to ensure that materials do not freeze.

- I. Minimum temperature for application for most products is 40 degrees F (4 degrees C) and rising for solvent based materials and 50 degrees F (10 degrees C) and rising for water based.

1.09 WARRANTY

- A. Warranty Period: 10 years.
 - 1. Upon completion of the work, provide the Manufacturer's written and signed limited labor and materials Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 - a. Metal Surface Roof Restoration:
- B. Warranty Period: Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. 2 years from date of acceptance.

PART 2 - PRODUCTS

1.01 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: <http://www.garlandco.com>.
 - 1) Representative - Brent Heppler
(713) 817-9276
bheppler@garlandco.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

1.02 METAL SURFACE ROOF RESTORATION

- A. CPR:
 - 1. Primer: Rust-Go Primer:
 - 2. Base: CPR Base Coat
 - 3. Coating: CPR White:
 - 4. Flashing: CPR Seam Sealer BG on seams, penetrations and fasteners.
 - 5. Reinforcement: Partial reinforcement on metal panel seams only.
 - a. UniBond ST

1.03 Accessories

- A. Roof Insulation: In accordance with Section 07220.

- B. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless-steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel, Fasteners shall be self-clinching type of penetrating type as recommended by the deck manufacturer. Fasten nails and fasteners flush-driven through flat metal discs not less than 1 inch (25 mm) diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than 1 inch (25 mm) diameter are used.
- C. Silicone Dampproofing - Seal-A-Pore HP: Transparent and colorless solution designed to damp-proof above grade masonry surfaces as recommended and furnished by the membrane manufacturer.
 - 1. Density @77 degrees F 8.4 lb/gal min.
 - 2. Viscosity (Zahn #2 cup) Typical 14 sec.
- D. Acrylic Damp-Proofing Tuff-Coat: Damp-proofing that provides heavy body protection while bridging small hair line cracks and masonry imperfections as recommended and furnished by the membrane manufacturer.
 - 1. Density @77 degrees F 12.25 lb/gal typical
 - 2. Viscosity, ASTM D 562: 95 KU
- E. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.
- F. Non-Shrink Grout: GarRock all-weather fast setting chemical action concrete material to fill pitch pans.
 - 1. Flexural Strength, ASTM C 78: (modified) 7 days 1100psi
 - 2. High Strength, ASTM C 109: (modified) 24 days 8400lbs (3810kg)
- G. Pitch Pocket Sealer - Universal Pitch-Pocket Sealer: Two-part, 100% solids, self-leveling, polyurethane sealant.
- H. Glass Fiber Cant - Glass Cant: Continuous triangular cross Section made of inorganic fibrous glass used as a cant strip as recommended and furnished by the membrane manufacturer.

1.04 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

- A. Flashing Boot - Rubbertite Flashing Boot: Neoprene pipe boot for sealing single or multiple pipe penetrations adhered in approved adhesives as recommended and furnished by the membrane manufacturer.
- B. Vents and Breathers: Heavy gauge aluminum and fully insulated vent that allows moisture and air to escape but not enter the roof system as recommended and furnished by the membrane manufacturer.
- C. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design.
- D. Drain Flashing should be 4lb (1.8kg) sheet lead formed and rolled.
- E. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.

- F. Fabricated Flashing: Fabricated flashings and trim are specified in Section 07620.
 - 1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the CDA Copper Development Association "Copper in Architecture - Handbook" as applicable.
- G. Manufactured Roof Specialties: Manufactured copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are specified in Section 07710.
 - 1. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the NRCA "Roofing and Waterproofing Manual" as applicable.

PART 3 - EXECUTION

1.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- C. If substrate preparation is the responsibility of another installer, notify the Architect of unsatisfactory preparation before proceeding.

1.02 ROOF PREPARATION AND REPAIR

- A. General: All necessary field and flashing repairs must be done according to good construction practices, including the removal of all wet insulation and defective materials as identified through a moisture detection survey such as an infrared scan and replacement with like-materials.
 - 1. Remove damaged roof flashings from curbs and parapet walls down to the surface of the roof. Remove damaged existing flashings at roof drains and roof penetrations.
 - 2. Existing roof surfaces shall be primed as necessary and allowed to dry prior to installing the roofing system.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Repair all defects such as deteriorated roof decks, saturated materials, loose or brittle membrane or membrane flashings, etc. Verify that existing conditions meet the following requirements:
 - 1. Existing membrane is either fully adhered or that the membrane's mechanical fasteners are secured and functional.
 - 2. Application of roofing materials over a brittle, damaged or poor condition roof membrane is not permitted.
- D. Remove all loose dirt and foreign debris from the roof surface. Do not damage the roof membrane in the cleaning process.

- E. Clean and seal all parapet walls, gutters and coping caps, and repair any damaged metal where necessary. Seal watertight all fasteners, pipes, drains, vents, joints and penetrations where water could enter the building envelope.
- F. Confirm local water run-off ordinances and restrictions prior to cleaning the roof. Clean the entire roof surface by removing all dirt, algae, mold, moss, paint, oil, talc, rust or other foreign substance. Use a biodegradable cleaner like Simple Green Oxy Solve when necessary and warm water. Scrub heavily soiled areas with a brush. Power wash roof thoroughly with an industrial surface cleaner equipped with one-piece balanced spray rotating jets for streak free close contact cleaning. Rinse with fresh water to completely remove all residuals. Allow the roof to dry thoroughly before continuing.
- G. Repair existing roof membrane as necessary to provide a sound substrate for the liquid membrane. All surface defects must be repaired/renovated and be made watertight. Any repairs must be only with materials compatible with the fluid-applied roofing restoration system.
- H. Power washing of metal roof surfaces to remove all loose rust or scale is mandatory before application. Use a high-volume air broom or compressed air to remove residual dust rust perforations, etc. Deteriorated metal roof decks must be repaired or replaced prior to the application of the coating system.

1.03 INSTALLATION

- A. General Installation Requirements:
 - 1. Install in accordance with manufacturer's current Application and Installation Guidelines and the NRCA Roofing and Waterproofing Manual.
 - 2. Adequate coating thickness is essential to performance. If the applicator is unfamiliar in gauging application rates, we suggest that a controllable area be measured and the specified material be applied. In all cases, all minimum specified material must be applied and proper minimum dry film thicknesses must be achieved. Care must be taken to ensure that all areas completed including all flashings, roof penetrations, etc. are coated sufficiently to ensure a watertight seal.
 - 3. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
 - 4. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
 - 5. Protect work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore adjacent work damaged by installation of the roofing system.
 - 6. All primers must be top coated within 24 hours after application, preferably immediately after drying. Clean and re-prime if more time passes after priming.

7. Coordinate counter flashing, cap flashings, expansion joints and similar work with work specified in other Sections under Related Work.
 8. Coordinate roof accessories and miscellaneous sheet metal accessory items, including piping vents and other devices with work specified in other Sections under Related Work.
- B. Metal Surface Roof Restoration: Renovation work includes:
1. Surface Preparation: Remove loose flaking rust, dust, dirt, debris, secure all gaped panels and replace all loose fasteners with next size larger.
 - a. Remove rust by the most rigorous method suitable for the particular project and as approved by Garland.
 - b. Tighten all fasteners and verify that neoprene washers are in place.
 - c. Replace missing fasteners using oversize fasteners as necessary.
 - d. Seal all fastener heads by applying a heavy dab of compatible sealant to the tops and around of all fastener heads.
 - e. Repair gaps, holes and joints in the metal roof with appropriate patching materials.
 - f. Completely remove existing seam coatings, mastics and sealants.
 - g. Ensure skylights, scuppers, gutters, penetrations and structures are firmly secured, watertight and in good working condition.
 - h. Where necessary, install water deflecting crickets behind rooftop mechanical units.
 - i. All roof areas must promote positive drainage.
 2. Flashing: Repair/Replace metal flashings, pitch pockets, etc.
 3. Primer:
 - a. Spot prime surfaces with Rust-Go Primer rust inhibitive primer over properly prepped rusted areas only at 1/4 gallon per 100 SF.
 4. Reinforcement: Treatment of field seams and around penetrations:
 - a. Application of UniBond ST seam tape with CPR Seam Sealer on metal panel end laps, flashings and around penetrations.
 - 1) Verify that the surface to be coated is properly prepared.
 - 2) Remove the clear release liner from the back in workable sections
 - 3) Center 6-inch wide UniBond ST over the middle of the lap.
 - 4) Use care to install the tape uniformly. Do not stretch or cause air pockets, wrinkles or fishmouths.
 - 5) Apply pressure to tape starting at the center and work toward the outside edge with a steel roller to activate the bonding process.

- 6) Inspect the tape to ensure that it is properly installed. Verify edges are tightly fixed to the surface. If any discrepancies are present, repair before the coating is applied.
- 7) Saturate the tape with seam sealer BG.
- b. Application of CPR Base Coat on uncrimped metal panel side laps:
 - 1) Verify that the surface to be coated is properly prepared.
 - 2) Restore the surface to a suitable condition if the roof surface becomes contaminated with dirt, dust or other materials that will interfere with adhesion of the coatings.
 - 3) Apply materials at specified dry film thickness.
 - 4) Apply Base Coat at minimum 6-inch-wide stripes over all seams, flashings and around penetrations at 2.0 gallons per 100 SF.
 - 5) Use fabric reinforcement when panels are gapped and cannot be drawn tightly together.
 - 6) Allow to dry for a minimum of 24 hours before applying finish coats.
 - 7) On vertical surfaces to achieve proper application rate cut your application into two coats to avoid sagging.
5. Coating: Ensure the fluid-applied coverage rates are obtained throughout the entire roof surface.
 - a. Material: Apply CPR White in a uniform manner at 1.5 gallons per 100 SF over the entire roof surface. Allow to cure thoroughly, but no more than 72 hours. Apply a top coating over base coat at 1.5 gallons per 100 SF.
 - b. Use special attention to coating flashings and other critical areas to build adequate membrane thickness.
 - c. Use multiple coats on verticals or steep slopes to prevent sagging.
 - d. Apply to minimum recommended membrane thickness over the entire roof surface.

1.04 REPAIR OF EDGE TREATMENT AND ROOF PENETRATION FLASHING

A. General

1. Repair flashing in accordance with the requirements/recommendations of the Membrane manufacturer and as indicated on the manufacturer's standard drawings. Provide a system with base flashing, edge flashing, penetration flashing, counter flashing, and all other flashings required for a complete watertight system.
2. Install and repair flashings concurrently with the roofing as the job progresses.
3. Terminate flashings as required by the membrane manufacturer.

- B. Manufactured Roof Specialties: Manufactured copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are provided as specified in Section 07710.
 - 1. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual " and/or the National Roofing Contractors Association "Roofing and Waterproofing Manual" as applicable.

1.05 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove coating markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

1.06 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.

1.07 FIELD QUALITY CONTROL

- A. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system minimum of 3 days per week.
- B. Perform field inspection and [and testing] as required under provisions of Section 01410.
- C. Correct defects or irregularities discovered during field inspection.

1.08 FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Contractor, installer, installer of associated work, roofing system manufacturer's representative and others directly concerned with performance of roofing system.
- B. Walk roof surface areas, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. Identify all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation that is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

1.09 SCHEDULES

- A. Primers:

1. Rust-Go Metal Primer:
 - a. Flash Point: 40 degrees F (4.4 degrees C) min
 - b. Solids by Weight: 69.9% plus/minus 2.0%
 - c. Solids by Volume: 52.5% plus/minus 2.0%
 - d. Viscosity @ 77 degrees F (25 degrees C): 70 plus/minus 5 KU
- B. Base:
 1. Base Coating: Cool-Sil SG Gray Silicone Coating (Spray Grade): Single-component 100 % silicone, liquid waterproofing membrane.
 - a. VOC: < 50 g/l
 - 1) Tensile Strength: ASTM D 412, 200 psi
 - 2) Elongation: ASTM D 412, 200%
 - 3) Density @ 77 degrees F (25 degrees C, ASTM D 1475) 9.0 lb./gal
 - 4) Flash Point: ASTM D 93, 105 degrees F min. (40.6 degrees C)
 - 5) Non-Volatile: ASTM D 1644, Typical 75%
 - 6) VOC: 430 g/l
- C. Reinforcement:
 1. UniBond ST: Fatigue resistant, polyester-faced adhesive tape.
 - a. Tensile Strength 4500 psi.
 - b. Elongation, 500%
 - c. Low Temperature Flexibility, -70 degrees F (-56.6 degrees C).
 - d. Service Temperature, -30 to 200 degrees F (-34.4 to 93.3 degrees C).
 - e. Permeance ASTM 96b, .001 perms.
 - f. Adhesion Greater than 20 lbs./in.
- D. Coatings:
 1. Coating: CPR White: Highly reflective multi-purpose, single-component solvent based SEBS, liquid waterproofing membrane.
 - a. Tensile Strength: ASTM D 412, 200 psi
 - b. Elongation: ASTM D 412, 200%
 - c. Density @ 77 degrees F (25 degrees C, ASTM D 1475) 9.0 lb./gal
 - d. Flash Point: ASTM D 93, 105 degrees F min. (40.6 degrees C)
 - e. Non-Volatile: ASTM D 1644, Typical 75%
 - f. VOC: 430 g/l
 - g. Reflectance: 0.77

- h. Emittance: 0.86
- i. SRI: 95
- 2. Coating: CPR Base Coat: Multi- purpose, single-component solvent based SEBS, liquid waterproofing membrane.
 - a. Tensile Strength: ASTM D 412, 200 psi
 - b. Elongation: ASTM D 412, 200%
 - c. Density @ 77 degrees F (25 degrees C, ASTM D 1475) 9.0 lb./gal
 - d. Flash Point: ASTM D 93, 105 degrees F min. (40.6 degrees C)
 - e. Non-Volatile: ASTM D 1644, Typical 75%
 - f. VOC: 400 g/l
- E. Liquid Flashings
 - 1. Coating: CPR Seam Sealer BG: Brush grade multi- purpose, single-component solvent based SEBS, liquid waterproofing sealer for details on a metal roof system.
 - a. Tensile Strength: ASTM D 412, 200 psi
 - b. Elongation: ASTM D 412, 200%
 - c. Density @ 77 degrees F (25 degrees C). ASTM D 1475 9.12 lb./gal
 - d. Flash Point: ASTM D 93, 105 degrees F min. (40.6 degrees C)
 - e. Non-Volatile: ASTM D 1644, Typical 75%
 - f. VOC: 420 g/l
 - 2. Coating: CPR Seam Sealer TG: Trowel grade multi- purpose, single-component solvent based SEBS, liquid waterproofing sealer for details on a metal roof system.
 - a. Tensile Strength: ASTM D 412, 600 psi
 - b. Elongation: ASTM D 412, 400%
 - c. Density @ 77 degrees F (25 degrees C, ASTM D 1475) 8.9 lb./gal
 - d. Flash Point: ASTM D 93, 105 degrees F min. (40.6 degrees C)
 - e. Non-Volatile: ASTM D 1644, Typical 60%
 - f. VOC: 300 g/l

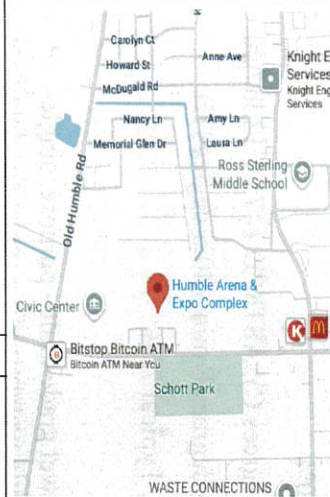
END OF SECTION 07 56 03

PROVIDED BY:



THE GARLAND COMPANY
BRENT HEPPLER
(713) 817-9276
BHEPPLER@GARLANDCO.COM

LOCATION MAP



CITY OF HUMBLE
ARENA FLUID APPLIED
RESTORATION ROOF PROJECT
8233 WILL CLAYTON PARKWAY
HUMBLE, TX 77338



SITE MAP



NOTES

1. STORE AND HANDLE ROOFING SHEETS IN A DRY, WELL-VENTILATED, WEATHER-RESISTANT PLACE. STORE ROLLS OF FELT AND OTHER SHEET MATERIALS ON RAISED SURFACE. STAND ALL ROLL MATERIALS ON END. COVER ROLL GOODS WITH A CANVAS TARPULIN OR OTHER BREATHABLE MATERIAL (NOT POLYETHYLENE).
2. DO NOT LEAVE UNUSED MATERIALS ON THE ROOF WHEN ROOFING WORK IS NOT IN PROGRESS UNLESS PROTECTED FROM WEATHER AND OTHER MOISTURE SOURCES.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE ALL MATERIAL AND EQUIPMENT ON THE JOB SITE. IF ANY MATERIAL OR EQUIPMENT IS STORED ON THE ROOF, THE CONTRACTOR MUST MAKE SURE THAT THE INTEGRITY OF THE DECK IS NOT COMPROMISED AT ANY TIME.
4. DO NOT APPLY ROOFING INSULATION OR MEMBRANE TO DAMP DECK SURFACE.
5. FULLY COMPLETE ALL MODIFIED BITUMINOUS MEMBRANE ROOFING FIELD ASSEMBLY WORK EACH DAY. PHASED CONSTRUCTION WILL NOT BE ACCEPTED.

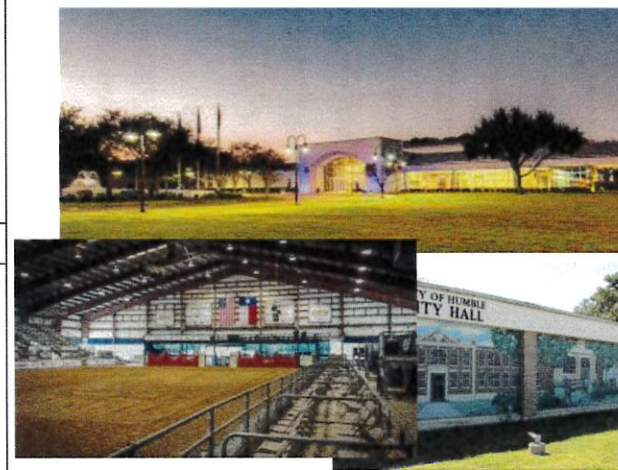
CUSTOMER NOTE:

1. ALL OF GARLAND'S SHOP FABRICATED MATERIAL WILL BE MANUFACTURED TO THE DIMENSIONS SHOWN, UNLESS OTHERWISE NOTED.
2. IT IS ESSENTIAL THAT ANY NECESSARY CHANGES, NOTATIONS OR REQUESTED INFORMATION BE CLEARLY NOTED ON THE SHOP DRAWINGS.
3. NO MATERIAL WILL BE CONSIDERED RELEASED FOR FABRICATION UNTIL ALL PERTINENT INFORMATION (i.e. COLOR, DIMENSIONS, MATERIAL CONFIGURATION) HAS BEEN RECEIVED.

DRAWING INDEX

- | | |
|----|------------|
| A1 | COVERSHEET |
| A2 | INFO SHEET |
| A3 | ROOF PLAN |
| A4 | DETAILS |

CITY OVERVIEW



REROOF
DRAWINGS

CITY OF HUMBLE
ARENA FLUID APPLIED RESTORATION ROOF
PROJECT
8233 WILL CLAYTON PARKWAY
HUMBLE, TX 77338

SHEET TITLE:

**COVER
SHEET**

SHEET NO:

A1

1. CONDITIONS AND COMPONENTS RELATED TO THE WORK DESCRIBED BY THESE DOCUMENTS, AFTER AWARD OF THE CONTRACT, CHANGE ORDER REQUEST FOR ADDITIONAL MONEY SHALL NOT BE APPROVED IF THE WORK COULD HAVE BEEN ANTICIPATED DURING THE SITE VISIT BY THE CONTRACTOR. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ACCEPTED MANUFACTURERS' PRINTED INSTRUCTIONS AND WARRANTY REQUIREMENTS.
2. DIMENSIONS, DETAILS, EQUIPMENT SIZE AND LOCATION SHOWN IN THESE CONSTRUCTION DOCUMENTS ARE FOR CONVEYANCE OF DESIGN INTENT ONLY. EXACT SIZE, LOCATION, TYPE OF MATERIAL AND TYPE OF CONSTRUCTION OF EXISTING CONDITIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR TO ASCERTAIN AND CONFIRM.
3. REFER TO EXISTING ROOF ASSEMBLIES FOR TYPE OF ROOF SYSTEM. ROOF AREAS ARE MARKED WITH DESIGNATED LETTER ON ROOF PLAN.
4. NOTE THAT SOME OF THE DETAILS DRAWN ARE GENERIC IN NATURE AND ARE NOT NECESSARILY LOCATED AND KEYS TO THE ROOF PLANS.
5. ALL NEW CRICKETS AND TAPERED INSULATION SHALL BE INSTALLED WITH A FINISHED 1/8" PER FOOT MIN. SLOPE. CRICKET THE UP SLOPE SIDE OF ALL SQUARE CURBS AND PROJECTIONS OVER 20" IN WIDTH.
6. REMOVE ALL ABANDONED EQUIPMENT IDENTIFIED ON SITE AND AS SHOWN ON OTHERWISE ON THESE DOCUMENTS.
7. REPLACE ROTTED AND/OR OTHERWISE DETERIORATED ROOF DECK MATERIAL WITH LIKE MATERIAL AND THICKNESS.
8. REPLACE ROTTED AND/OR OTHERWISE DETERIORATED WOOD NAILER MATERIAL WITH LIKE MATERIAL AND THICKNESS.
9. PATCH EXISTING ROOF DECK FOR HOLES LESS THAN 10" WIDE BY ANCHORING 22 GA. STAINLESS STEEL SHEET METAL TO BOTTOM OF EXISTING GYPSUM ROOF DECK AND POURING NEW LIGHTWEIGHT GYPSUM TO MATCH THICKNESS. PATCH EXISTING ROOF DECK FOR HOLES GREATER THAN 10" WIDE BY ANCHORING 22 GA. STAINLESS STEEL SHEET METAL TO BOTTOM OF EXISTING GYPSUM ROOF DECK SPANNING FROM JOIST TO JOIST.
10. AS APPLICABLE, ALL HVAC AND/OR DX UNITS, ELECTRICAL TRANSFORMERS, ROOF TOP EQUIPMENT, ETC. THAT ARE ON SLEEPERS SHALL BE DISCONNECTED/ REMOVED, RAISED, AND PLACED ON NEW CURBED PLATFORMS AS DETAILED AND REINSTALLED/RECONNECTED. ALL CURB MOUNTED HVAC UNITS, EQUIPMENT, ETC. SHALL HAVE A MINIMUM 10" CURB HEIGHT AND ARE TO BE RAISED AS REQUIRED.
11. ALL DISCONNECTS AND RECONNECTS SHALL BE PERFORMED BY A LICENSED ELECTRICIAN.
12. WORK TO ANY EXISTING UTILITY CONDUIT OR PIPE SHALL BE PERFORMED BY SPECIFIC LICENSED SUBCONTRACTORS SPECIALIZING IN HVAC, PLUMBING AND ELECTRICAL WORK. PERMITS AND INSPECTIONS ARE REQUIRED. REROUTE AND/OR MODIFY UTILITY CONDUIT OR PIPE AS REQUIRED TO BE INSTALLED AS DETAILED.
13. UNLESS INDICATED OTHERWISE ON THE CONSTRUCTION DOCUMENTS, REPLACE AND RAISE (AS REQUIRED) ALL EXISTING EXPANSION JOINTS/AREA DIVIDERS/CURB MOUNTED
14. ALL SOIL STACK FLASHING SHALL BE A MIN. 8" ABOVE FINISHED ROOF SURFACE. COUPLE PVC PIPE ABOVE DECK AND COUPLE CAST IRON PIPE BELOW DECK.
15. ALL PIPING/ CONDUIT/ ETC. SHALL BE A MIN. 10" ABOVE ROOF SURFACE AT PENETRATION. PROVIDE PORTABLE PIPE HANGERS WITH PROTECTION PADS.
16. PROVIDE SHEET METAL HOODED (WITH METAL FACE CLOSURE) CAPS, WOOD CURB, BOX COVER AT ALL GAS AND WATER PIPE ROOF PENETRATIONS AS DETAILED. PROVIDE POSITIVE SLOPE AWAY FROM FACE COVER.
17. PROVIDE WALKWAY PROTECTION PADS AS SPECIFIED AROUND ALL ROOF HATCHES, HVAC ROOFTOP UNITS, DOORS THAT OPEN ONTO ROOF AND AT TOP AND BOTTOM OF ALL ROOF TOP ACCESS LOCATIONS.
18. INSTALL NEW SPLASH PAN AT ALL LOCATIONS WHERE ROOF DRAINAGE DISCHARGES ONTO ROOF AREA. INSTALL NEW SPLASH BLOCKS WHERE ROOF DRAINAGE DISCHARGES ON GROUND.
19. ISOLATE ALL HEAT PIPE/ FLUES AS DETAILED AND RECOMMENDED AND OUTLINED IN THE NRCA MANUAL FOR HOT STACK FLASHING.
20. ALL OUTSIDE AIR INTAKES SHALL BE COVERED TO ELIMINATE ODORS AND FUMES FROM ENTERING INTO THE BUILDING DURING CONSTRUCTION WORK.
21. EXAMINE AND CLEAN EXISTING DRAIN LINES OF DEBRIS AND BLOCKAGE. FLUSH WITH WATER TO ENSURE THAT DRAINS FLOW FREELY. REPAIR EXISTING DRAINS AS REQUIRED.
22. OWNER WILL VERIFY PROPER OPERATION OF ALL ROOF TOP EQUIPMENT BEFORE AND AFTER THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL INOPERABLE EQUIPMENT PRIOR TO RELEASE OF RETAINAGE.
23. REPLACE ALL RUSTED AND/OR DETERIORATED EXISTING METAL VENT FLASHING AND FLUES.
24. PRIOR TO COMMENCEMENT OF WORK, COORDINATE WALK OF ENTIRE ROOF WITH ROOFING MANUFACTURERS TECHNICAL REPRESENTATIVE TO IDENTIFY AND LOCATE ALL AREAS OF HIGH SLOPE OR OTHER CONDITIONS WHICH MIGHT REQUIRE SPECIAL PROCEDURES FOR SYSTEM ATTACHMENT.
25. PAINT ALL EXPOSED GAS PIPE TO REMAIN.
26. PROVIDE 4"x4" SUMPED RETROFIT KITS WITH TAPERED INSULATION AT ALL DRAINS.

IBC 2021/2024
IEBC 2021/2024
ASCE 7-16/7-22
ASTM C920
OSHA 1926

HUMBLE ARENA - FLUID APPLIED RESTORATION ROOF PROJECT

1. ALL NECESSARY REPAIRS MUST BE DONE ACCORDING TO GOOD CONSTRUCTION PRACTICES, INCLUDING THE REPLACEMENT OF ALL METAL THAT IS DEEMED UNSALVAGEABLE OR UNSAFE. ALL PANEL FASTENERS MUST BE CHECKED AND ANY LOOSE FASTENERS MUST BE TIGHTENED OR, IF NECESSARY, REPLACED WITH OVERSIZED FASTENERS WITH NEOPRENE WASHERS.
2. REMOVE ALL FIBERGLASS SKY LIGHTS AND REPLACE WITH LIKE FOR LIKE R-PANEL METAL (46 TOTAL).
3. REPLACE EXISTING DIE RIDGE VENTS WITH NEW LOW-PROFILE VENTS AND EXTREMELY RUSTED EXISTING PANELS WITH NEW R-PANEL SHEETS APPROXIMATELY (30).
4. ALL DIRT, DEBRIS, OILS AND CONTAMINANTS MUST BE REMOVED BY THE MOST EFFECTIVE METHOD POSSIBLE. HIGH-PRESSURE WATER WASHING (2000 PSI MINIMUM) IS THE PREFERRED METHOD WHEN APPROPRIATE. WHEN PRESSURE WASHING IS USED, IT SHOULD BE DONE AT A PRESSURE SUITABLE TO REMOVE EMBEDDED DIRT AND CONTAMINANTS WITHOUT DAMAGING THE SUBSTRATE THAT IS BEING CLEANED. CARE MUST ALSO BE TAKEN TO ENSURE THAT WATER DOES NOT INTRUDE INTO THE BUILDING. IT IS VERY IMPORTANT TO NOTE THAT INADEQUATE PREPARATION OF CORRODED METAL SURFACES CAN LEAD TO PREMATURE FAILURE OF THE COATING SYSTEM.
5. AFTER CLEANING WITH CLEAN SHIELD, PONDING AREAS SHOULD BE RINSED AT LEAST TWICE TO BE SURE ALL CONTAMINANTS ARE REMOVED.
6. REPAIR GAPS, HOLES AND JOINTS IN THE METAL ROOF AND BUILDING MASONRY WITH APPROPRIATE PATCHING MATERIALS. DULL ALL GLOSSY SURFACES BY SANDING TO ASSURE MAXIMUM ADHESION. WIPE GALVANIZED SURFACES CLEAN WITH MEK PRIOR APPLICATION. REMOVE ALL EXISTING FAILED REPAIR MATERIAL.
7. AFTER RUST OR OXIDATION HAS BEEN REMOVED, RUSTED SURFACES SHOULD BE PRIMED IMMEDIATELY AFTER CLEANING TO PREVENT RUST OR OXIDATION FROM REOCCURRING. PRIMER SHOULD BE APPLIED AT THE RATE OF 1/4 GALLON PER 100 SQ. FT. (0.11 L/M2) OVER THE RUSTED AREAS.
8. CREATE A WATERTIGHT SEAL ON ALL FASTENER HEADS BY APPLYING A HEAVY DAB OF URETHANE HYBRID SEALANT TO THE TOPS OF ALL FASTENER HEADS AND ALLOW TO DRY.
9. ALL LARGE OR EXCESSIVE GAPS BETWEEN END LAPS AND VERTICAL SEAMS MUST BE CLOSED OR MADE FLUSH WITH SELF-TAPPING SCREWS. BACKER ROD, FOAM STRIPS OR URETHANE FOAM MAY BE USED TO PRE-FILL VOIDS LARGER THAN 1/4".
10. APPLY BRUSH GRADE SEAM SEALER WITH 6" WIDE UNIBOND TO ALL LAPS, RAKE TRANSITIONS, GUTTER JOINTS, PENETRATIONS, FASTENER ROWS, RIDGE DETAILS, ETC. ENSURING SATURATION OF UNIBOND.
11. APPLY GRAY BASE COAT AT RATE OF 1.5 GAL/SQ OVER ENTIRE ROOF SURFACE AND .5 GAL/SQ OVER VERTICAL METAL SURFACES INCLUDING ALL DETAILS PREVIOUSLY TREATED WITH SEAM SEALER.
12. APPLY WHITE TOP COAT IN A UNIFORM MANNER AT MINIMUM APPLICATION RATE OF 1.5 GAL/SQ AND .5 GAL/SQ OVER VERTICAL METAL SURFACES. REPEAT ON VERTICAL SURFACES UNTIL MINIMUM THICKNESS ACHIEVED.
13. APPLY HIGH PERFORMANCE SEALANT TO GUTTER LAPS AND COAT THE INSIDE OF THE EXISTING GUTTERS WITH CPR TOP COAT.
14. PROVIDE PICTURES OF ALL WORK AREAS ON A DAILY BASIS.
15. AT ALL TIMES A NON WORKING FOREMAN IS TO BE ON SITE. FOREMAN SHALL HAVE A COPY OF ALL CONSTRUCTION DOCUMENTS AND BE CAPABLE OF EFFECTIVE COMMUNICATION WITH ALL OWNER EMPLOYEES AND REPRESENTATIVE.
16. CONTRACTOR TO PROVIDE (2) YEAR WORKMANSHIP WARRANTY TO OWNER AND (10) YEAR COMPLETE SYSTEM WARRANTY TO OWNER.

2 BUILDING CODES		3 SCOPE OF WORK	
AREA	APPROX. SQ. FOOTAGE	EXISTING NOMENCLATURE	REMARKS
A1	117,639	PURL; R PANEL	1, 2
TOTAL	117,639		
NOTE: SQUARE FOOTAGES AND EXISTING NOMENCLATURE SHOWN ARE FOR REFERENCES ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS AND FOR ENSURING THAT NEW CONDITIONS ADHERE TO ALL LOCAL AND FEDERAL CODES ALONG WITH INDUSTRY STANDARD GUIDELINES AND REMAIN IN A WATERTIGHT CONDITION.			
ABBREVIATIONS:			
GYP: GYPSUM BOARD		G: GRAVEL	
P: PERLITE		SP: SINGLE PLY MEMBRANE	
TCT: TECTUM		BS: BASE SHEET	
XPS: EXTRUDED POLYSTYRENE		CONC: CONCRETE DECK	
BP: BASE PLY		BUR-C: BUILT-UP COAL TAR	
CS: CAP SHEET		BUR-G: BUILT-UP ASPHALT	
PLY: PLYWOOD		PURL: OPEN PURLIN	
		R PANEL: R PANEL METAL PANELS	
REMARKS:			
4 EXISTING NOMENCLATURE		5 KEYED NOTES & GENERAL NOTES	



REROOF
DRAWINGS

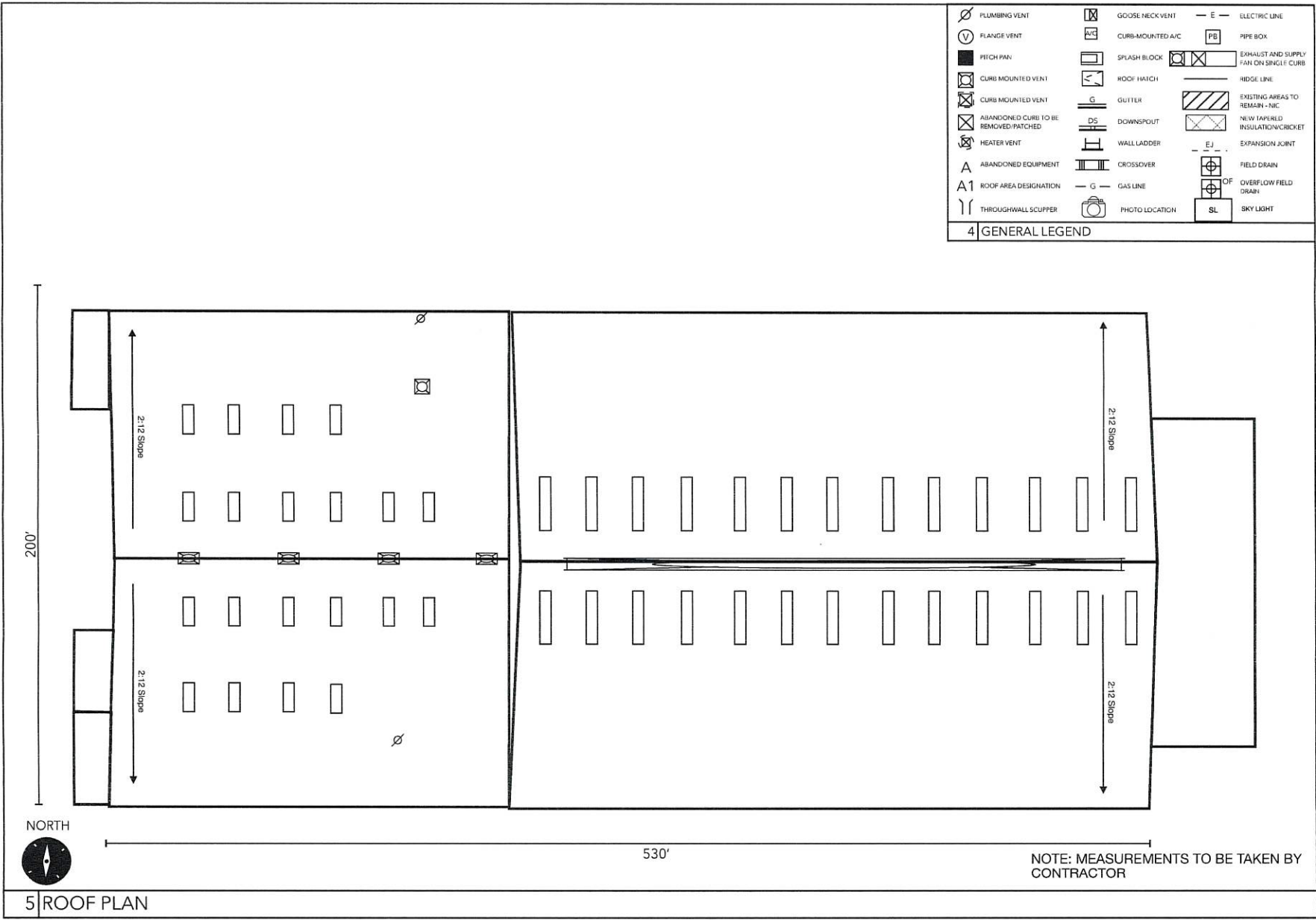
CITY OF HUMBLE
ARENA FLUID APPLIED RESTORATION ROOF
PROJECT
8233 WILL CLAYTON PARKWAY
HUMBLE, TX 77338

SHEET TITLE:

INFO
SHEET

SHEET NO:

A2



REROOF
DRAWINGS

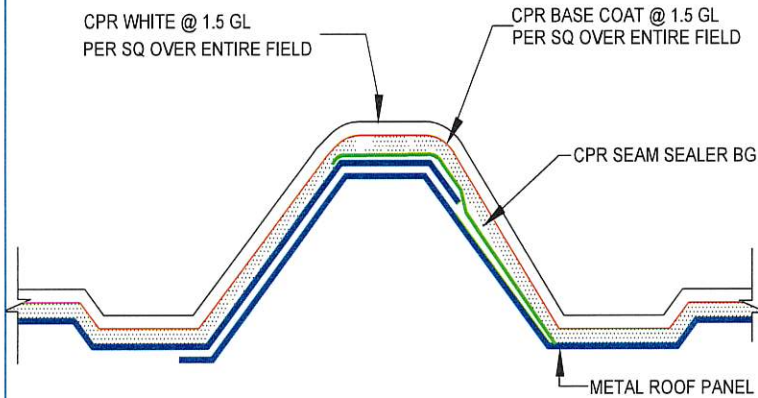
CITY OF HUMBLE
ARENA FLUID APPLIED RESTORATION ROOF
PROJECT
8233 WILL CLAYTON PARKWAY
HUMBLE, TX 77338

SHEET TITLE:
ROOF
PLAN

SHEET NO.
A3

FILENAME: CPRM-01

CPR TYPICAL ROOF PANEL



NOTES:
RUSTED AREAS MUST BE PRIMED WITH RUST-GO PRIMER
REINFORCEMENT MUST BE USED WITH CPR SEAM SEALER ON ANY GAPS LARGER THAN AN 1/8"



THE GARLAND COMPANY, INC.
GARLAND CANADA, INC.
THE GARLAND COMPANY UK, LTD

DETAIL:

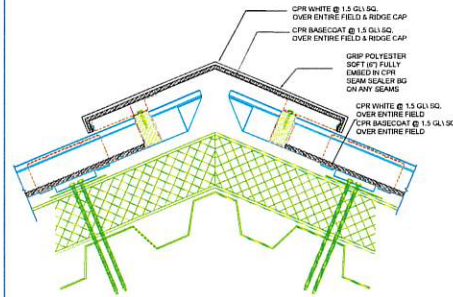
CPR TYPICAL ROOF PANEL

CPR FLUID APPLIED METAL

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FILENAME: CPR-03

CPR RIDGE VENT DETAIL



NOTES:
RUSTED AREAS MUST BE PRIMED WITH RUST-GO PRIMER
REINFORCEMENT MUST BE USED WITH CPR SEAM SEALER ON ANY GAPS LARGER THAN AN 1/8"



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GARLAND CANADA, INC.
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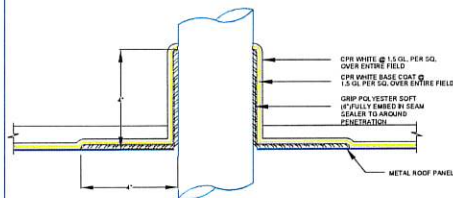
CPR RIDGE VENT DETAIL

CPR FLUID APPLIED METAL

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FILENAME: CPR-06

CPR PIPE DETAIL



NOTES:
RUSTED AREAS MUST BE PRIMED WITH RUST-GO PRIMER
REINFORCEMENT MUST BE USED WITH CPR SEAM SEALER ON ANY GAPS LARGER THAN AN 1/8"



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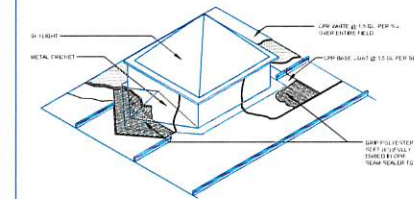
CPR PIPE DETAIL

CPR FLUID APPLIED METAL

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FILENAME: CPR-03

CPR CURB DETAIL



NOTES:
RUSTED AREAS MUST BE PRIMED WITH RUST-GO PRIMER
REINFORCEMENT MUST BE USED WITH CPR SEAM SEALER ON ANY GAPS LARGER THAN AN 1/8"



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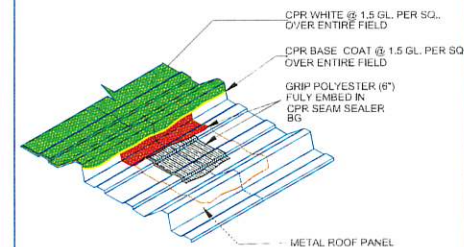
CPR CURB DETAIL

CPR FLUID APPLIED METAL

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FILENAME: CPR-02

CPR TYPICAL SEAM DETAIL



NOTE:
RUSTED AREAS MUST BE PRIMED WITH RUST-GO PRIMER
REINFORCEMENT MUST BE USED WITH CPR SEAM SEALER ON ANY GAPS LARGER THAN AN 1/8"



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CPR TYPICAL SEAM DETAIL

CPR FLUID APPLIED METAL

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REROOF
DRAWINGS

CITY OF HUMBLE
ARENA FLUID APPLIED RESTORATION ROOF
PROJECT
8233 WILL CLAYTON PARKWAY
HUMBLE, TX 77338

SHEET TITLE:

DETAILS

SHEET NO:

A4



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 23, 2025

ITEM TYPE: General Permit

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the approval of a General Permit Application for the City of Humble Annual Christmas Parade, to be held on Tuesday, December 2, 2025, from 2:00 p.m. to 12:00 a.m., to include street closures on S. Bender Avenue, Main Street, Railroad Avenue, S. Houston Avenue, Avenues A through H, and N. Houston Avenue; and the closure of B-Lot and/or Wildcat Den Park for a market, by the Beautification Committee.

ATTACHMENTS:

[Parade Permit Application - 2025 Annual Christmas Parade](#)



**CITY OF HUMBLE
BUILDING DEPARTMENT
114 W. HIGGINS ST., HUMBLE, TX 77338**

ASSEMBLY/PARADE PERMIT APPLICATION

I, FIDEL MARTINEZ (DIR of Revelry), do hereby make an application for an Assembly of Parade (choose respectively) along the (circle ALL that apply) City Streets, Side Walks, Rights-of-Way, Public Grounds (grounds open to or where the public may assemble shall be considered public grounds) or Other _____ (Be Specific), in the City of Humble, Texas. The Assembly/Parade will be held on (date) DEC 2nd, Beginning Time 2pm and Ending Time 11⁰⁰ pm.

The Assembly area will be held at and in the following manner:

(Describe and identify the location, area(s), vendors, tents, events at the assembly, etc. – attach addendum if needed)

Identify beginning and ending locations of Parade and the involved Streets, Sidewalks, Rights-of-way, Public Grounds

2025 ANNUAL CHRISTMAS PARADE OF LIGHTS (12 DAYS OF CHRISTMAS)
TUESDAY DEC 2nd 2025. ASSEMBLY AREA @ HUMBLE PD
+ 31 W MAIN. PARADE ROUTE STARTING FROM BENDER
CROSSING RAILROAD AVE PASSING AVE A TO H and MAKING A
RIGHT ON TOWNSHIP AVE, ENDING @ 548 S TOWNSHIP AVE GOSPEL
ASSEMBLY CHURCH. ASSEMBLY FOR MARKET @ B LOT OR WILDCAT
DEN PARK AVE D

Relevant to this application:

- It shall be unlawful for any number of persons, delegation or association of persons or for any company, circus or group to parade or assemble on the streets or public grounds within the city without first having obtained a written permit. (Code 1973, § 30-342; Code 1991, § 17-456)
- Proof of comprehensive general liability insurance policy must be attached herewith. The statement should include the name of the insured, the policy number and term of policy. (Minimum \$500,000 insurance policy required)
- A site plan, depicting placement of vendors, tents, etc., and parking plan for the property upon which the assembly is to be located. (drawing and written proposal for traffic flow)
- A permit shall not be issued under the provisions of this division for any person to start any assembly between the hours of 7:00 a.m. and 9:00 a.m.; between the hours of 11:00 a.m. and 1:00 p.m.; and between the hours of 3:30 p.m. and 6:00 p.m., except Sundays and on days that the city council shall declare legal holidays. (Code 1973, § 30-343; Code 1991, § 17-457)

Organization: Beautification Committee

Applicant: FIDEL MARTINEZ - GWEN KEY

Primary Contact: F. MARTINEZ

Telephone: 281-908-4311

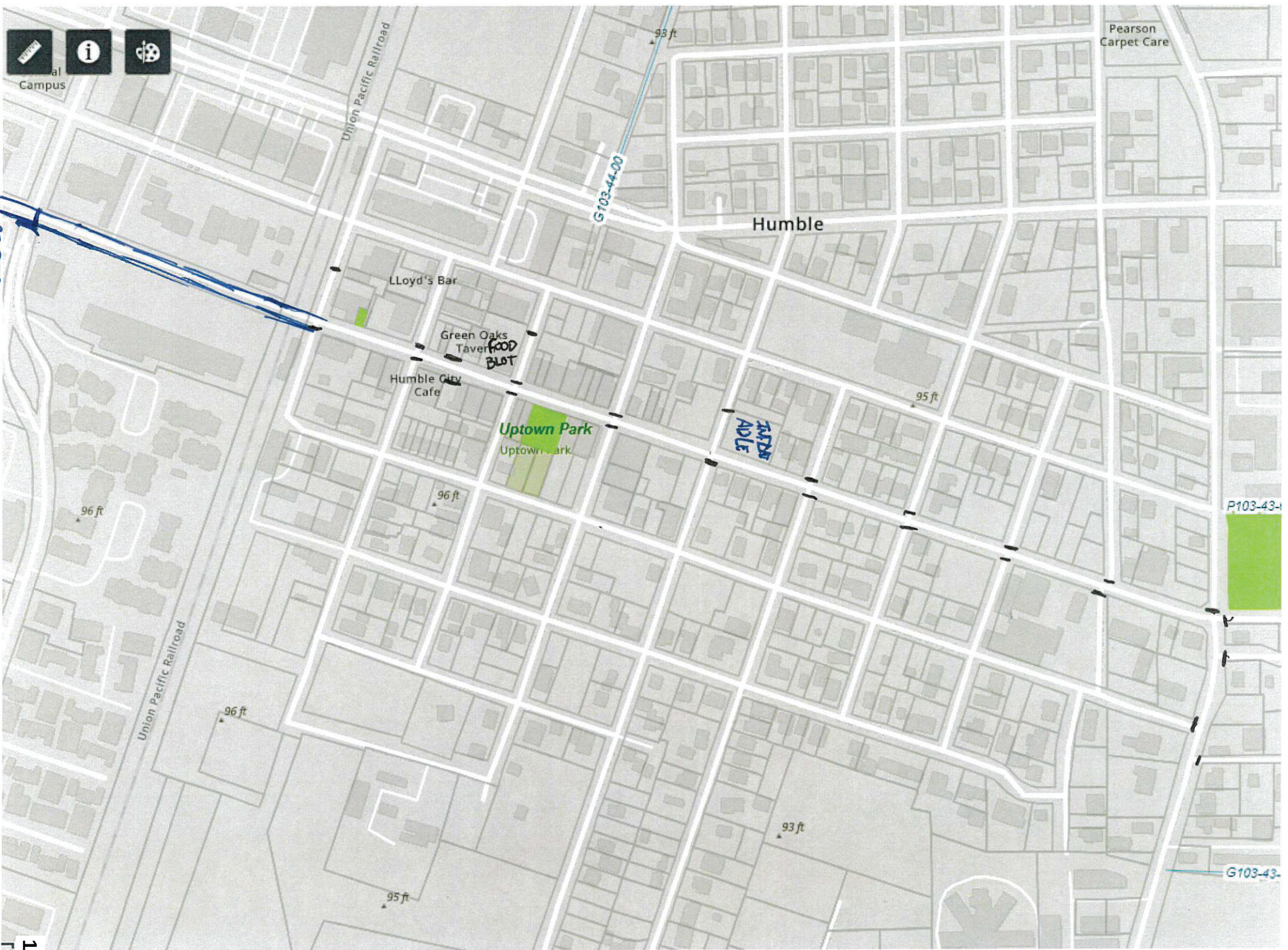
Email: fmartinez@cityofhumble.net

Signature: _____

Approved: _____

Date: _____

Denied: _____



CHRISTMAS PARADE



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 23, 2025

ITEM TYPE: Purchase Request

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the approval of the purchase of nineteen (19) RISE patrol carriers, twenty (20) RISE stealth carriers, one (1) RISE armor package, and forty-four (44) Truth SNAP plate bundles, from Angel Armor in the amount of \$56,103.44 for the Humble Police Department, through Buy Board Contract #698-23.

ATTACHMENTS:

[Vests.pdf](#)



Customer Quote

JM - Jake Moomau
(785) 817-5779

Quote #	QUO82958-BB
Quote Date	6/6/2025
Expires:	11/30/2025

Buy Board #698-23 Expires 3/31/2026

Bill To Humble Texas 310 BENDER HUMBLE TX 77338 United States
--

Ship To Humble Texas 310 BENDER HUMBLE TX 77338 United States
--

Shipping Co...

Part Number	Description	Qty	Unit Price	Amount
01-00411-02	RISE, Patrol Carrier, Dark Navy, Carrier Only Name: Gunnels, Jaylee Serial: Front: 2214 Back: 2014 C: None Front Option: PLM -Back Option: PL Belly Band: S QC360:M Name: Gutierrez, Joseph Serial: Front: 2513 Back: 2214 C: None Front Option: PLM -Back Option: PL Belly Band: S QC360:L Name: King, Robert Serial: Front: 2517 Back: 2517 C: None Front Option: PLM -Back Option: PL Belly Band: M QC360:L Name: Lambert, Jessica Serial: Front: 2514 Back: 2814 C: None Front Option: PLM -Back Option: PL Belly Band: M QC360:L Name: Landrum, Darling Serial: Front: 2515 Back: 2514 C: None Front Option: PLM -Back Option: PL Belly Band: M QC360:L Name: Manning, Jesse Serial: Front: 2515 Back: 2515 C: None Front Option: PLM -Back Option: PL Belly Band: M QC360:L Name: Martin, Gregory Serial: Front: 3516 Back: 3017 C: None Front Option: PLM -Back Option: PL Belly Band: L QC360:3XL Name: Martinez, Aaron Serial: Front: 2214 Back: 2215 C: None Front Option: PLM -Back Option: PL Belly Band: S QC360:M Name: Martinez, Josh Serial: Front: 2213 Back: 2214 C: None Front	19	468.18	8,895.42

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



ANGEL ARMOR®

760 SE FRONTAGE RD,

Customer Quote

Quote #

QUO82958-BB

Part Number	Description	Qty	Unit Price	Amount
	Option: PLM -Back Option: PL Belly Band: S QC360:M Name: Montague, John Serial: Front: 2214 Back: 2215 C: None Front Option: PLM -Back Option: PL Belly Band: S QC360:M Name: Morgan, Thomas Serial: Front: 2815 Back: 2515 C: None Front Option: PLM -Back Option: PL Belly Band: M QC360:XL Name: Rojas, Yesenia Serial: Front: 2211 Back: 2012 C: None Front Option: PLM -Back Option: PL Belly Band: S QC360:M Name: Rubio, Joanna Serial: Front: 2013 Back: 2014 C: None Front Option: PLM -Back Option: PL Belly Band: S QC360:S Name: Scott, David Serial: Front: 2515 Back: 2515 C: None Front Option: PLM -Back Option: PL Belly Band: M QC360:L Name: Squier, Eric Serial: Front: 2814 Back: 2515 C: None Front Option: PLM -Back Option: PL Belly Band: M QC360:XL Name: Stout, Scott Serial: Front: 2514 Back: 2515 C: None Front Option: PLM -Back Option: PL Belly Band: M QC360:L Name: Toscano, Maritza Serial: Front: 1712 Back: 2013 C: None Front Option: PLM -Back Option: PL Belly Band: S QC360:S Name: Waldroup, Brian Serial: Front: 2817 Back: 2816 C: None Front Option: PLM -Back Option: PL Belly Band: M QC360:XL Name: Zientek, Dan Serial: Front: 2516 Back: 2516 C: None Front Option: PLM -Back Option: PL Belly Band: M QC360:L			
01-00650-01	RISE, Stealth Carrier, Black, 2XL & Larger, Elite IIIA Name: Martin, Gregory Serial: Front: 3516 Back: 3017 C: None G-Hook Belt: 2XL Belly Band: L Name: Morgan, Thomas Serial: Front: 2815 Back: 2515 C: None	5	1,147.50	5,737.50

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



ANGEL ARMOR™

760 SE FRONTAGE RD.

Customer Quote

Quote #

QUO82958-BB

Part Number	Description	Qty	Unit Price	Amount
01-00518-01	G-Hook Belt:L Belly Band:M			
	Name: Olvera, Ariel Serial: Front: 2814 Back: 2514 C: None G-Hook Belt:L Belly Band:M			
	Name: Squier, Eric Serial: Front: 2814 Back: 2515 C: None G-Hook Belt:L Belly Band:M			
	Name: Waldroup, Brian Serial: Front: 2817 Back: 2816 C: None G-Hook Belt:L Belly Band:M			
01-00518-01	RISE, Armor Package, Black, Elite IIIA	1	871.08	871.08
	Name: Krezinski, Johnnie Serial: Front: 2514 Back: 2515 C: None			
01-00655	Truth SNAP, Plate Bundle, 308 Standard + 855, AAS302, 9x11", SC, III	35	550.80	19,278.00
01-00657	Truth SNAP, Plate Bundle, 308 Standard + 855, AAS302, 8x10", SC, III	5	459.00	2,295.00

Subtotal	37,077.00
Shipping Cost (UPS® Ground)	686.09
Total	\$37,763.09

Accounts Payable

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



ANGEL ARMOR™

760 SE FRONTAGE RD,
FORT COLLINS, CO 80524

ANGELARMOR.COM

JM - Jake Moomau
(785) 817-5779

Customer Quote

Quote #	QUO84671-BB
Quote Date	9/30/2025
Expires:	10/30/2025

Buy Board #698-23 Expires 3/31/2026

Bill To
Attn: Christopher Haroun Humble Texas 310 BENDER HUMBLE TX 77338 United States

Ship To
Attn: Christopher Haroun Humble Texas 310 BENDER HUMBLE TX 77338 United States

Shipping Co...

Part Number	Description	Qty	Unit Price	Amount
01-00632-01	RISE, Stealth Carrier, Black, Elite IIIA Name: Gunnels, Jaylee Serial: Front: 2214 Back: 2014 C: None G-Hook Belt:S Belly Band:S Name: Gutierrez, Joseph Serial: Front: 2513 Back: 2214 C: None G-Hook Belt:M Belly Band:S Name: King, Robert Serial: Front: 2517 Back: 2517 C: None G-Hook Belt:M Belly Band:M Name: Landrum, Darling Serial: Front: 2515 Back: 2514 C: None G-Hook Belt:M Belly Band:M Name: Manning, Jesse Serial: Front: 2515 Back: 2515 C: None G-Hook Belt:M Belly Band:M Name: Martinez, Aaron Serial: Front: 2214 Back: 2215 C: None G-Hook Belt:S Belly Band:S Name: Martinez, Josh Serial: Front: 2213 Back: 2214 C: None G-Hook Belt:S Belly Band:S Name: Montague, John Serial: Front: 2214 Back: 2215 C: None G-Hook Belt:S Belly Band:S Name: Peters, Richard Serial: Front: 2212 Back: 2013 C: None G-Hook	15	1,096.50	16,447.50

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



ANGEL ARMOR™

760 SE FRONTAGE RD,

Customer Quote

Quote #

QUO84671-BB

Part Number	Description	Qty	Unit Price	Amount
	Belt:S Belly Band:S Name: Rojas, Yesenia Serial: Front: 2211 Back: 2012 C: None G-Hook Belt:S Belly Band:S Name: Rubio, Joanna Serial: Front: 2013 Back: 2014 C: None G-Hook Belt:XS Belly Band:S Name: Scott, David Serial: Front: 2515 Back: 2515 C: None G-Hook Belt:M Belly Band:M Name: Stout, Scott Serial: Front: 2514 Back: 2515 C: None G-Hook Belt:M Belly Band:M Name: Toscano, Maritza Serial: Front: 1712 Back: 2013 C: None G-Hook Belt:XS Belly Band:S Name: Zientek, Dan Serial: Front: 2516 Back: 2516 C: None G-Hook Belt:M Belly Band:M			
01-00658	Truth SNAP, Plate Bundle, 308 Standard + 855, AAS302, 7x9", FC, III	4	408.00	1,632.00

Subtotal	18,079.50
Shipping Cost (UPS® Ground)	260.85
Total	\$18,340.35

Accounts Payable

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 23, 2025

ITEM TYPE: Agreement

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the renewal payment of annual ONESolution software licenses to Central Square in the total amount of \$194,820.79 for the Humble Police Department.

ATTACHMENTS:

[Central Square annual maintenance](#)



Invoice

Invoice No
445688

Date
9/3/2025

Page
1 of 7

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Humble Police Department
City of Humble (OSSI)
Daniel Zientek
Accounts Payable
114 W. Higgins
Humble TX 77338
United States

Ship To
Humble Police Department
City of Humble (OSSI)
Daniel Zientek
Accounts Payable
114 W. Higgins
Humble TX 77338
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5807LG	Humble Police Department		USD	10/3/2025

Invoice Sequence Number 1 of 1

Description	Units	Rate	Extended
Quote No. Q-222465			
1 ONESolution Field Training Online - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	888.98	888.98
2 ONESolution MCT Client AVL Site License Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:9/16/2025, End: 6/9/2026	1	2,338.90	2,338.90
3 ONESolution MCT Client-Digital Dispatch Site License Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:9/16/2025, End: 6/9/2026	1	27,564.56	27,564.56
4 ONESolution MFR Client-Accident Reporting Site License Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:9/16/2025, End: 6/9/2026	1	9,660.46	9,660.46
5 ONESolution MFR Client-Arrest Site License Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:9/16/2025, End: 6/9/2026	1	6,733.64	6,733.64
6 ONESolution MFR Client-Citation Site License Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:9/16/2025, End: 6/9/2026	1	9,660.46	9,660.46
7 ONESolution MFR Client-Daily Activity Site License Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:9/16/2025, End: 6/9/2026	1	4,385.15	4,385.15
8 ONESolution MFR Client-Fleet Maintenance Site License Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:9/16/2025, End: 6/9/2026	1	3,406.28	3,406.28



Invoice

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445688

Date
9/3/2025

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2 of 7

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Humble Police Department
City of Humble (OSSI)
Daniel Zientek
Accounts Payable
114 W. Higgins
Humble TX 77338
United States

Ship To
Humble Police Department
City of Humble (OSSI)
Daniel Zientek
Accounts Payable
114 W. Higgins
Humble TX 77338
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5807LG	Humble Police Department		USD	10/3/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
9	ONESolution MFR Client-MOBLAN Version Site License Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:9/16/2025, End: 6/9/2026	1	8,685.88	8,685.88
10	ONESolution MFR Client-Racial Profiling Site License Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:9/16/2025, End: 6/9/2026	1	5,785.41	5,785.41
11	ONESolution MFR Client Site License Annual Subscription Fee - Annual Subscription Fee ONESolution MFR Client Site License Annual Subscription Fee Maintenance: Start:9/16/2025, End: 6/9/2026	1	19,287.63	19,287.63
12	OneSolution Freedom Server Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,163.55	1,163.55
13	OneSolution Freedom Premium Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:10/1/2025, End: 6/9/2026	15	132.97	1,994.55
14	ONESolution Animal Control Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	2,825.55	2,825.55
15	ONESolution Residential Security Watch Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	797.85	797.85
16	ONESolution Police-to-Police - Annual Subscription Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	0.00	0.00
17	ONESolution Accident Wizard - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	68	31.85	2,165.80



Invoice

Invoice No
445688

Date
9/3/2025

Page
3 of 7

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Humble Police Department
City of Humble (OSSI)
Daniel Zientek
Accounts Payable
114 W. Higgins
Humble TX 77338
United States

Ship To
Humble Police Department
City of Humble (OSSI)
Daniel Zientek
Accounts Payable
114 W. Higgins
Humble TX 77338
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5807LG	Humble Police Department		USD	10/3/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
18	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	50	71.65	3,582.50
19	ONESolution Daily Activity - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	146.47	146.47
20	ONESolution Fleet Vehicle Maintenance - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	146.47	146.47
21	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	2	238.81	477.62
22	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	20	238.81	4,776.20
23	ONESolution Fleet Vehicle Maintenance - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	318.38	318.38
24	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	338.55	338.55
25	ONESolution CAD Console License - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	620.86	620.86
26	ONESolution Accident - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	742.94	742.94



Invoice

Invoice No

445688

Date

9/3/2025

Page

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Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Humble Police Department
City of Humble (OSSI)
Daniel Zientek
Accounts Payable
114 W. Higgins
Humble TX 77338
United States

Ship To

Humble Police Department
City of Humble (OSSI)
Daniel Zientek
Accounts Payable
114 W. Higgins
Humble TX 77338
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5807LG	Humble Police Department		USD	10/3/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
27	ONESolution Barcoding Server License - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	742.94	742.94
28	ONESolution RMS Training Module - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	742.94	742.94
29	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	835.81	835.81
30	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	849.10	849.10
31	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,061.37	1,061.37
32	ONESolution E911 Interface - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,074.64	1,074.64
33	ONESolution Property & Evidence - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,167.48	1,167.48
34	ONESolution Quartermaster - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,167.48	1,167.48
35	ONESolution Remote Lineup - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,167.48	1,167.48



Invoice

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445688

Date
9/3/2025

Page
5 of 7

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Humble Police Department
City of Humble (OSSI)
Daniel Zientek
Accounts Payable
114 W. Higgins
Humble TX 77338
United States

Ship To
Humble Police Department
City of Humble (OSSI)
Daniel Zientek
Accounts Payable
114 W. Higgins
Humble TX 77338
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5807LG	Humble Police Department		USD	10/3/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
36	ONESolution Mugshot Capture Station Software - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,313.44	1,313.44
37	ONESolution Notification - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,443.43	1,443.43
38	ONESolution CAD to CryWolf Interface - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,500.79	1,500.79
39	ONESolution Crime Analysis Plus - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,592.03	1,592.03
40	ONESolution CAD OpCenter - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,592.03	1,592.03
41	ONESolution RMS OpCenter - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,592.03	1,592.03
42	ONESolution Police-to-Citizen - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,592.03	1,592.03
43	ONESolution State Livescan Interface - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,804.32	1,804.32
44	ONESolution PS&J Development & Maintenance - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	2,041.06	2,041.06
45	JMS-MS DISPLAY - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	2,388.04	2,388.04



Invoice

Invoice No
445688

Date
9/3/2025

Page
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Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Humble Police Department
City of Humble (OSSI)
Daniel Zientek
Accounts Payable
114 W. Higgins
Humble TX 77338
United States

Ship To
Humble Police Department
City of Humble (OSSI)
Daniel Zientek
Accounts Payable
114 W. Higgins
Humble TX 77338
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5807LG	Humble Police Department		USD	10/3/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
46	ONESolution Crime Analysis - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	2,653.38	2,653.38
47	ONESolution PS&J Development & Maintenance - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	3,061.60	3,061.60
48	ONESolution Sex Offender - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	3,184.06	3,184.06
49	ONESolution Jail Management System - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	3,582.07	3,582.07
50	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	3,714.73	3,714.73
51	ONESolution Professional Standards - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	3,714.73	3,714.73
52	ONESolution Mobile Server Software - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	4,776.09	4,776.09
53	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	4,776.09	4,776.09
54	ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	6,519.37	6,519.37



Invoice

Invoice No	Date	Page
445688	9/3/2025	7 of 7

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Humble Police Department
City of Humble (OSSI)
Daniel Zientek
Accounts Payable
114 W. Higgins
Humble TX 77338
United States

Ship To

Humble Police Department
City of Humble (OSSI)
Daniel Zientek
Accounts Payable
114 W. Higgins
Humble TX 77338
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5807LG	Humble Police Department		USD	10/3/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
55	ONESolution Records Management System - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	8,267.98	8,267.98
56	ONESolution CAD Client AVL License - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	5	274.25	1,371.27
57	ONESolution AVL Server Host License - Annual Maintenance Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	3,729.85	3,729.85
58	ONESolution Law ProQA/Paramount Interface - Annual Maintenance Fee ONESolution Law ProQA/Paramount Interface Maintenance: Start:10/1/2025, End: 6/9/2026	1	1,306.49	1,306.49
59	ONESolution OSMCT Upgrade Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:10/1/2025, End: 6/9/2026	1	0.00	0.00

Please include invoice number(s) on your remittance advice.

ACH:

Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal 194,820.79

Tax 0.00

Invoice Total 194,820.79

Payments Applied 0.00

Balance Due USD 194,820.79



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 23, 2025

ITEM TYPE: Final Plat

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the approval of a Final Plat of SOHO Industrial Park a subdivision of 16.4915 acres (718,370 square feet) of land, situated in the Wherry B. Adams Survey, Abstract No. 95, City of Humble, Harris County, Texas.

ATTACHMENTS:
[SOHO Industrial Park - final plat precouncil - 20250930](#)



LINE TABLE

NO.	BEARING	DIST.
L1	N 02°55'39" W	60.68'
L2	N 04°03'39" W	101.50'
L3	S 87°04'21" W	183.79'
L4	S 81°28'43" E	25.88'
L5	S 80°32'29" E	19.43'
L6	S 63°52'06" E	5.22'
L7	N 05°33'25" W	148.64'

CURVE TABLE

NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING AND DISTANCE
C1	60.00'	01°06'42"	14.78'	S 88°30'04" E - 14.74'
C2	60.00'	01°18'53"	12.20'	S 86°21'55" E - 12.18'

GENERAL NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON BASED ON THE TEXAS COORDINATE SYSTEM (NAD83), SOUTH CENTRAL ZONE. NO ADJUSTMENTS ARE REQUIRED. DISTANCES ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING THE FOLLOWING COMBINED SCALE FACTOR: 0.999995014.
2. ACCORDING TO SURVEYOR'S INTERPRETATION OF INFORMATION SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) "FLOOD INSURANCE RATE MAP" (FIRM), COMMUNITY PANEL NO. 4802000000, DATED JUNE 8, 2014, THE PROPERTY APPEARS TO LIE WITHIN ZONE "X" AND NO PORTION OF THIS PROPERTY LIES WITHIN A "SPECIAL FLOOD HAZARD AREA" (SFHA) INUNDATED BY THE 1% ANNUAL CHANCE (100-YEAR) FLOOD ZONE" AS DEFINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION, OR THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
3. BASED UPON HISTORIC FLOODING, THE CITY OF HUMBLE PROHIBITS THE FLOOR OF ANY HABITABLE AREA OF A STRUCTURE TO BE CONSTRUCTED AT LESS THAN TWO FEET ABOVE THE 0.2% ANNUAL CHANCE (500-YEAR) BASE FLOOD ELEVATION.
4. THESE RESERVES ARE SUBJECT TO THOSE CELESTIAL RESTRICTIVE COORDINATES RECORDED UNDER CLERK'S FILE NO. RP-2025-321752 OF THE H.C.O.P.R.R.P.

LEGEND:

- IR - IRON ROD
- IP - IRON PIPE
- F.C. - FIRM CODE
- P.O.B. - POINT OF BEGINNING
 P.A.E. - PERMANENT ACCESS EASEMENT |- C.F. - CLERK'S FILE
- FOUND - FOUND
- R.O.W. - RIGHT-OF-WAY
- H.C.R. - HARRIS COUNTY MAP RECORDS
- H.C.D.R. - HARRIS COUNTY DEED RECORDS
- H.C.O.P.R.R.P. - HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

RESERVE TABLE

RESERVE	ACREAGE	SQ. FT.	RESTRICTED USE
A	0.5874	25,588	UNRESTRICTED
B	0.5356	23,331	UNRESTRICTED
C	0.4218	18,372	UNRESTRICTED
D	0.5286	23,026	UNRESTRICTED
E	0.4215	18,362	UNRESTRICTED
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N	1.3978	60,886	UNRESTRICTED
O	2.1747	94,728	UNRESTRICTED
P	3.4216	149,044	DETENTION/DRAINAGE

SOHO INDUSTRIAL PARK

A SUBDIVISION OF 16.4915 ACRES (718,370 SQUARE FEET) OF LAND, SITUATED IN THE WHERRY B. ADAMS SURVEY, ABSTRACT NO. 95, CITY OF HUMBLE, HARRIS COUNTY, TEXAS.

1 BLOCK 16 RESERVES

OWNERS:
SOHO II, LP
2110 GRANDWAY DRIVE
KATY, TEXAS 77449
713-339-5380

SURVEYOR:
THE PINNELL GROUP, LLC
25207 OAKHURST DRIVE
SPRING, TEXAS 77389
281-363-8700
FIRM REG. #10039600

DATE: SEPTEMBER, 2025 SCALE: 1" = 60' PROJECT NO. 24-218

STATE OF TEXAS
COUNTY OF HARRIS

We, SOHO II, LP by WGAD LLC, acting by and through Don Weaver, Manager, owners hereinafter referred to as Owners of the 16.4915 acre tract described in the above and foregoing map of SOHO INDUSTRIAL PARK, do hereby make and establish said subdivision and development plan of said property according to all laws, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed, and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gulches, ravines, ditches, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Humble, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way is hereby restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such stubbing property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

IN TESTIMONY WHEREOF, the SOHO II, LP by WGAD LLC has caused these presents to be signed by

Don Weaver its Manager, thereunto authorized, this 24th day of September, 2025.

SOHO II, LP
By: WGAD LLC

By: Don Weaver
Don Weaver, Manager

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Don Weaver, 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 considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this
24th day of September, 2025.



Notary Public in and for the State of Texas

My Commission Expires: 09/01/2027

I, Daniel N. Pinnett, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate, was prepared from an actual survey of the property made under my supervision on the ground. That, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods with an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

Daniel N. Pinnett 09-30-2025
Daniel N. Pinnett
Registered Professional Land Surveyor
Texas Registration No. 5549



This is to certify that the City of Humble has approved this plat and subdivision of SOHO INDUSTRIAL PARK, as shown herein in testimony whereof, witness the official signatures of the Mayor and City Secretary of the City of Humble

This _____ day of _____, 2025.

By: Norman Funderburk, Mayor

By: Maria Jackson, City Secretary

FIELD NOTES:

All that certain 16.4915 acres of land situated in the Wherry B. Adams Survey, Abstract No. 95, Harris County, Texas, being all of that certain 16.4915 acre tract conveyed to Oliver Truman, Jr., as described in the deed recorded under Clerk's File No. 074984 of the Harris County Official Public Records of Real Property (H.C.O.P.R.P.), SAVE & EXCEPT the following five (5) tracts of land: a called 5000 acre of land conveyed to Danny Mitrog, as described in the deed recorded under Clerk's File No. 020643; H.C.O.P.R.P., a called 5000 square feet of land conveyed to Charley Fortberry and wife, Betty Fortberry, as described in the deed recorded under Clerk's File No. 057027; H.C.O.P.R.P., a called 0.3433 acre of land conveyed to Charles H. Fortberry and wife, Betty W. Fortberry, as described in the deed recorded under Clerk's File No. 200542; H.C.O.P.R.P., a called 0.2913 acre of land conveyed to J.K.-RE Holdings, LP, as described in the deed recorded under Clerk's File No. 2007033435; H.C.O.P.R.P., and a 50. feet wide strip of land to be retained by Oliver Truman, Jr., said 16.4915 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap at the original southwest corner of the Truman 50 acres, as described in the deed recorded in Volume 67, Page 221 of the Harris County Deed Records, same being the deed recorded under Clerk's File No. 100184 HUMBLE COMMERCE, according to the map or plat thereof recorded in Film Code No. 612227 of the Harris County Map Records (H.C.M.R.), and being situated in the east right-of-way line of South Houston Avenue (a.k.a. 04 Humble Road, with varies; no record found; called 60 feet wide and 80 feet wide in various deeds and plots; monumented 60 feet wide);

THENCE North 09 deg. 24 min. 29 sec. East (called North 11 deg. 47 min. 12 sec. East), along and with said east right-of-way line of South Houston Avenue, at a distance of 300.0 feet pass the apparent northwest corner of said Lot 1, same being the southwest corner of the residue of a called 2.75 acres of land (Tract 1) conveyed to Citywide Investment Group, as described in the deed recorded under Clerk's File No. 20100256073 of the H.C.O.P.R.P., at a distance of 388.36 feet pass a 5/8 inch iron rod found at the northwest corner of said residue of 2.75 acres and being the southwest corner of a called 0.8456 acre of land now or formerly owned by James N. Patterson, as described in the deed recorded under Clerk's File No. V339537 of the H.C.O.P.R.P., at a distance of 429.07 feet pass the common northeast corner of said 0.8456 acre of land, same being the southwest corner of a called 0.5895 acre of land (Tract 3) conveyed to HOV Holding, LLC, as described in the deed recorded under Clerk's File No. RP-2019-347033 of the H.C.O.P.R.P., at a distance of 584.97 feet pass a 3/8 inch iron rod (bent) found at the southwest corner of Reserve "N", Block 1, SOUTH HOUSTON COMMERCE CENTER, according to the map or plat thereof recorded in Film Code No. 706489 of the H.C.M.R., at a distance of 895.18 feet pass a 5/8 inch iron rod found at the original southeast corner of said 17.64566 acres of land, same being the northeast corner of Reserve "X", Block 1, SOUTH HOUSTON COMMERCE CENTER, and the southwest corner of a called 0.2913 acre of land conveyed to Betty Lou Clarke (a.k.a. Betty Mitrog), as described in the deed recorded under Clerk's File No. RP-2016-319533 of the H.C.O.P.R.P., continuing along and with the east right-of-way line of South Houston Avenue and said east line of the 17.64566 acres of land, a distance of 1,083.46 feet to a 5/8 inch iron rod with cap set at the upper southwest corner and POINT OF BEGINNING of the herein described 16.4915 acres of land, same being the northwest corner of a called 0.4583 acre of land conveyed to Dale Alan Kyrer, as described in the deed recorded under Clerk's File No. 1748041 of the H.C.O.P.R.P., from which a found 5/8 inch iron rod bears witness North 74 deg. West, a distance of 1.35 feet;

THENCE North 09 deg. 24 min. 29 sec. East (called North 11 deg. 47 min. 12 sec. East), continuing along and with the east right-of-way line of South Houston Avenue and said east line of the 17.64566 acres, a distance of 353.12 feet to a point at the common northeast corner of the 17.64566 acres and the herein described tract of land, same being the southwest corner of a called 1.743 acres of land conveyed to Tammy J. Lorkovic, as described in the deed recorded under Clerk's File No. 1667020 of the H.C.O.P.R.P., from which a found 5/8 inch iron rod bears witness North 86 deg. East, a distance of 0.29 feet;

THENCE North 84 deg. 33 min. 27 sec. East (called North 87 deg. 02 min. 28 sec. East), departing the east right-of-way line of South Houston Avenue, along the upper north line of the 17.64566 acres, same being the south line of said 1.743 acres, with a 5" chain line fence, at a distance of 94.20 feet pass the southeast corner of the 1.743 acres, from which a 5/8 inch iron rod with cap found at the southeast corner of a called 0.49998 acre of land conveyed to Betty Lou Clarke (a.k.a. Betty Mitrog), as described in the deed recorded under Clerk's File No. V89560 of the H.C.O.P.R.P., bears witness North 05 deg. West, a distance of 0.93 feet, continuing along said upper north line of the 17.64566 acres, with a 5' hogwire fence, at a distance of 456.26 feet pass the southwest corner of Lot 1, Block 1, HUERTA ESTATES, according to the map or plat thereof recorded in Film Code No. 699224 of the H.C.M.R., from which a 5/8 inch iron rod with cap found at the southeast corner of said 0.49998 acre of land bears witness North 05 deg. West, a distance of 1.00 foot, continuing along the upper north line of the 17.64566 acres and the south line of Lots 1 and 2 of said HUERTA ESTATES, with a 5' pipe fence with hogwire and a 4' hogwire and barbed-wire fence, in all a total distance of 1,119.08 feet (called 1,116.79 feet) to a 5/8 inch iron rod found at the common upper northeast corner of the 17.64566 acres and the herein described tract of land, same being the southeast corner of said Lot 2, HUERTA ESTATES and being situated in the west line of a called 3.632 acres of land conveyed to David Green & Gayle Green, as described in the deed recorded under Clerk's File No. RP-2018-45001 of the H.C.O.P.R.P.;

THENCE South 05 deg. 36 min. 38 sec. East (called South 03 deg. 07 min. 37 sec. East), along the upper east line of the 17.64566 acres, same being said west line of the 3.632 acres, with a 4' pipe and fieldwire fence, at a distance of 305.72 feet pass the re-entrant corner in the 17.64566 acres, same being the original northeast corner of said Danny Mitrog 0.5000 acre of land, continuing along the west line of the 3.632 acres and the original west line of the 0.5000 acre of land, with a 4' livestock fence, in all a total distance of 279.34 feet to a 5/8 inch iron rod with cap set at a re-entrant corner in the herein described tract of land, same being the southwest corner of the 3.632 acres and the original southwest corner of the 0.5000 acre of land;

THENCE North 84 deg. 21 min. 43 sec. East, along the south line of the 3.632 acres, same being the original south line of the 0.5000 acre of land, with a 4' fieldwire and barbed-wire fence, at a distance of 292.51 feet pass the calculated lower east line of the 17.64566 acres, at a distance of 283.47 feet pass the southeast corner of the 3.632 acres and the original southeast corner of the 0.5000 acre of land, at a distance of 287.92 feet pass a 5/8 inch iron rod found at a fence corner situated in a 4' barbed-wire fence line running north and south, continuing in all a total distance of 316.50 feet to a 5/8 inch iron rod with cap set in the east line of said Wherry B. Adams Survey at the lower northeast corner of the herein described tract of land, same being situated in the west line of the H. E. & W. T. Railroad Company Survey, Block 5, Section 5, Abstract No. 1046, Harris County, Texas, and situated in the lower west line of a called 136.3435 acres of land conveyed to Hannover Estates, Ltd., as described in the deed recorded under Clerk's File No. 20140266181 of the H.C.O.P.R.P.;

THENCE South 01 deg. 40 min. 57 sec. East (called South 00 deg. 01 min. 14 sec. West), along and with said east line of the Wherry B. Adams Survey, same being said west line of the H. E. & W. T. Railroad Company Survey and said lower west line of the 136.3435 acres, a distance of 275.23 feet to a 5/8 inch iron rod with cap set at the southeast corner of the herein described tract of land, same being the occupied southeast corner of the 17.64566 acres and the northeast corner of Reserve "N", Block 1, SOUTH HOUSTON COMMERCE CENTER;

THENCE North 89 deg. 47 min. 55 sec. West (called North 87 deg. 12 min. 04 sec. West), along the occupied south line of the 17.64566 acres, same being the north line of Reserve B through K, Block 1, SOUTH HOUSTON COMMERCE CENTER, with a 4' barbed-wire fence, at a distance of 20.21 feet pass the calculated southeast corner of the 17.64566 acres, at a distance of 34.89 feet pass a 5/8 inch iron rod with cap set at the common corner of Reserves G and H, at a distance of 653.17 feet pass a 5/8 inch iron rod with cap set at the common corner of Reserves E and F, at a distance of 1,027.85 feet pass a 5/8 inch iron rod with cap set at the common corner of Reserves D and C, at a distance of 1,229.31 feet pass a 5/8 inch iron rod with cap set at the common corner of Reserves C and B, at a distance of 1,326.31 feet pass a 5/8 inch iron rod with cap set at the common corner of Reserves B and G, in all a total distance of 1,339.70 feet to a point at the lower southwest corner of the herein described tract of land, same being the southeast corner of the aforementioned 0.2913 acre of land, from which a found 5/8 inch iron rod bears witness South 32 deg. East, a distance of 0.62 feet;

THENCE North 02 deg. 55 min. 39 sec. West, along the east line of the 0.2913 acre of land, with a 4' hogwire and barbed-wire fence, a distance of 60.68 feet to a 5/8 inch iron rod found at the northeast corner of the 0.2913 acre of land, same being the southeast corner of the aforementioned 0.4583 acre of land and the original southeast corner of the aforementioned 5,000 square feet tract of land;

THENCE North 04 deg. 03 min. 39 sec. West, along the east line of the 0.4583 acre of land, with a 4' barbed-wire fence, a distance of 101.50 feet to a PK nail with shiner set at a re-entrant corner in the herein described tract of land, same being the northeast corner of the 0.4583 acre of land and the original northeast corner of the 5,000 square feet tract of land;

THENCE South 87 deg. 04 min. 21 sec. West, along and with the north line of the 0.4583 acre of land, same being the original north line of the 5,000 square feet tract of land and the original north line of the aforementioned 3,443.31 acre of land, a distance of 183.79 feet to the POINT OF BEGINNING and containing within these metes and bounds 16.4915 acres (718,370 square feet) of land.

I, Teneahia Hudspeth, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office

on _____, 2025, at _____ o'clock _____ M., and duly recorded on

_____, 2025, at _____ o'clock _____ M., and in Film Code

Number _____ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.

Teneahia Hudspeth
County Clerk
of Harris County, Texas

By: _____
Deputy

SOHO INDUSTRIAL PARK

A SUBDIVISION OF 16.4915 ACRES (718,370 SQUARE FEET)
OF LAND, SITUATED IN THE WHERRY B.
ADAMS SURVEY, ABSTRACT NO. 95,
CITY OF HUMBLE, HARRIS COUNTY, TEXAS.

1 BLOCK

16 RESERVES

OWNERS:
SOHO II, LP
2100 GRANDVIEW DRIVE
KATY, TEXAS 77459
713-338-5980

SURVEYOR:
THE PINNETT GROUP, LLC
25207 GARDENVIEW DRIVE
SPRING, TEXAS 77386
281-363-8700
FIRM REG. #10039600

DATE: SEPTEMBER, 2025

SCALE: 1" = 60'

PROJECT NO. 24-216



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 23, 2025

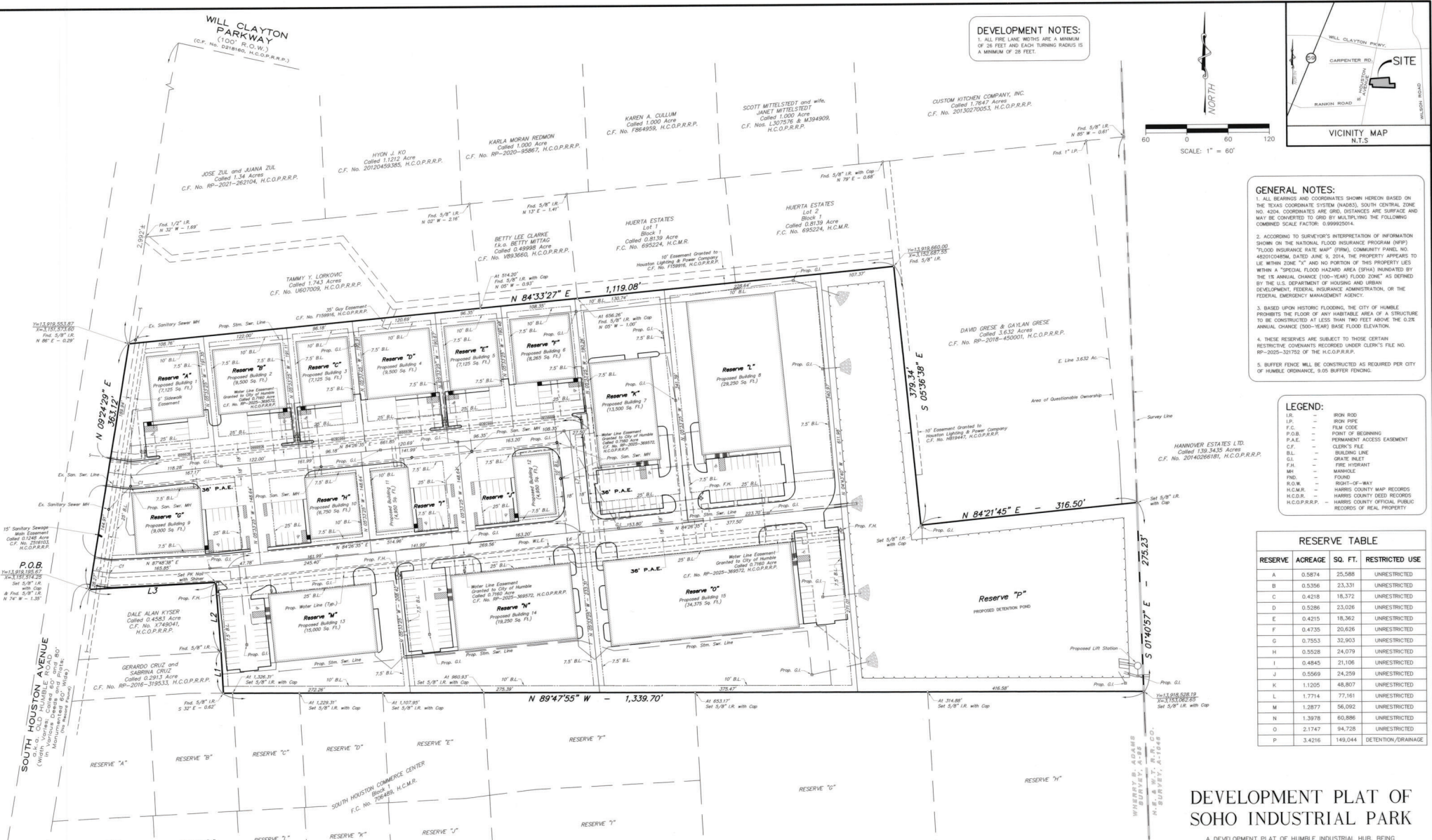
ITEM TYPE: Development Plat

AGENDA SECTION: REGULAR AGENDA:

SUBJECT: Presentation, possible action, and discussion on the approval of a Development Plat of SOHO Industrial Park a subdivision of 16.4915 acres (718,370 square feet) of land, situated in the Wherry B. Adams Survey, Abstract No. 95, City of Humble, Harris County, Texas.

ATTACHMENTS:

[SOHO Industrial Park - Development plat precouncil - 20250930](#)



DEVELOPMENT NOTES:
1. ALL BEARINGS AND COORDINATES SHOWN HEREON BASED ON THE TEXAS COORDINATE SYSTEM (NAD83), SOUTH CENTRAL ZONE. NO. 4204. COORDINATES ARE GRID DISTANCES ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING THE FOLLOWING COMBINED SCALE FACTOR: 0.99992504.

GENERAL NOTES:
1. ALL BEARINGS AND COORDINATES SHOWN HEREON BASED ON THE TEXAS COORDINATE SYSTEM (NAD83), SOUTH CENTRAL ZONE. NO. 4204. COORDINATES ARE GRID DISTANCES ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING THE FOLLOWING COMBINED SCALE FACTOR: 0.99992504.
2. ACCORDING TO SURVEYOR'S INTERPRETATION OF INFORMATION SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) "FLOOD INSURANCE RATE MAP" (FIRM), COMMUNITY PANEL NO. 4800000000, DATED JUNE 1, 2014, THE PROPERTY APPEARS TO BE WITHIN ZONE "X" AND NO PORTION OF THIS PROPERTY LIES WITHIN A "SPECIAL FLOOD HAZARD AREA (SFHA)" BOUNDARIES BY THE 1% ANNUAL CHANCE (100-YEAR) FLOOD "ZONE" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION, OR THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
3. BASED UPON HISTORIC FLOODING, THE CITY OF HUMBLE PROHIBITS THE FLOOR OF ANY HABITABLE AREA OF A STRUCTURE TO BE CONSTRUCTED AT LEAST TWO FEET ABOVE THE 0.2% ANNUAL CHANCE (500-YEAR) BASE FLOOD ELEVATION.
4. THESE RESERVES ARE SUBJECT TO THOSE CERTAIN RESTRICTIVE COVENANTS RECORDED UNDER CLERK'S FILE NO. RP-2025-307752 OF THE H.C.O.P.R.R.P.
5. BUFFER FENCE WILL BE CONSTRUCTED AS REQUIRED PER CITY OF HUMBLE ORDINANCE, 9.05 BUFFER FENCING.

LEGEND:
L.R. -- IRON ROD
L.P. -- IRON PIPE
F.C. -- FILM CODE
P.O.B. -- POINT OF BEGINNING
P.A.E. -- PERMANENT ACCESS EASEMENT
C.F. -- CLERK'S FILE
B.L. -- BUILDING LINE
G.I. -- GRATE INLET
F.H. -- FIRE HYDRANT
P.H. -- POND
R.O.W. -- RIGHT-OF-WAY
H.C.M.R. -- HARRIS COUNTY MAP RECORDS
H.C.D.R. -- HARRIS COUNTY DEED RECORDS
H.C.O.P.R.R.P. -- HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

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CURVE TABLE			
NO.	RADIUS	DELTA	ARC LENGTH
C1	60.00'	01°40'42"	14.78'
C2	60.00'	01°13'53"	12.20'

DEVELOPMENT PLAT OF SOHO INDUSTRIAL PARK

A DEVELOPMENT PLAT OF HUMBLE INDUSTRIAL, HUMB, BEING 16.4915 ACRES (718,370 SQUARE FEET) OF LAND, SITUATED IN THE WHERRY B. ADAMS SURVEY, ABSTRACT NO. 95, CITY OF HUMBLE, HARRIS COUNTY, TEXAS.

1 BLOCK 16 RESERVES
OWNERS: SOHO II, LP
2110 GRANDVIEW DRIVE
KATY, TEXAS 77449
713-339-5380
SURVEYOR: THE PINNELL GROUP, LLC
5207 CHAMBERST DRIVE
SPRING, TEXAS 77386
281-363-8700
FIRM REG. #100396000

DATE: SEPTEMBER, 2025 SCALE: 1" = 60' PROJECT NO. 24-216

STATE OF TEXAS
COUNTY OF HARRIS

We, SOHO II, LP by WGAD LLC, acting by and through Don Weaver, Manager, owners hereinafter referred to as Owners of the 16.4915 acre tract described in the above and foregoing map of DEVELOPMENT PLAT OF SOHO INDUSTRIAL PARK, do hereby make and establish said subdivision and development plan of said property according to all laws, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public for ways of streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed, and do hereby bind ourselves, our heirs, successors and assigns, to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bays, creeks, gullies, ravines, ditches, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Humble, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way is hereby restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such ducting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

IN TESTIMONY WHEREOF, the SOHO II, LP by WGAD LLC has caused these presents to be signed by

Don Weaver its Manager, thereunto authorized, this 29th day of September, 2025.

SOHO II, LP
By: WGAD LLC,

By: Don Weaver
Don Weaver, Manager

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Don Weaver, 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 considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this
29th day of September, 2025.



Notary Public in and for the State of Texas

My Commission Expires: 12/28/25

I, Daniel N. Pinnell, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate, was prepared from an actual survey of the property made under my supervision on the ground, that, except as shown on boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods with an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

Daniel N. Pinnell
Registered Professional Land Surveyor
Texas Registration No. 5349



This is to certify that the City of Humble has approved this plat and subdivision of DEVELOPMENT PLAT OF SOHO INDUSTRIAL PARK, as shown hereon in testimony whereof, witness the official signature of the Mayor and City Secretary of the City of Humble

this _____ day of _____, 2025.

By: Norman Funderbark
Mayor

By: Maria Jackson
City Secretary

FIELD NOTES:

All land within 16.4915 acres of land situated in the Wherry B. Adams Survey, Abstract No. 95, Harris County, Texas, being all of that certain called 17.4566 acres of land conveyed to Brian Trahan, Jr., as described in the deed recorded under Clerk's File No. 074984 of the Harris County Official Public Records of Real Property (H.C.O.P.R.P.), SAME & EXCEPT the following line (3) tracts of land: a called 5.0000 acre of land conveyed to Denny Mitlog, as described in the deed recorded under Clerk's File No. 0906430, H.C.O.P.R.P., a called 5.0000 square feet of land conveyed to Charles Fortberry and wife, Betty Fortberry, as described in the deed recorded under Clerk's File No. 0875727, H.C.O.P.R.P., a called 0.34433 acre of land conveyed to Charles H. Fortberry and wife, Betty M. Fortberry, as described in the deed recorded under Clerk's File No. 0505543, H.C.O.P.R.P., a called 0.2913 acre of land conveyed to J.C. Holdings, LP, as described in the deed recorded under Clerk's File No. 2007059325, H.C.O.P.R.P., and a 50 feet wide strip of land to be retained by Brian Trahan, Jr., said 16.4915 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap at the original southwest corner of the Triton 50 acres, as described in the deed recorded in Volume 67, Page 221 of the Harris County Deed Records, same being the apparent southwest corner of Lot 1, Block 1, NORTH HUMBLE CONDOMINIUM, according to the map or plat thereof recorded in Film Code No. 012217 of the Harris County Map Records (H.C.M.R.), and being situated in the east right-of-way line of South Houston Avenue (a.k.a. Old Humble Road, with varies; no record found; called 60 feet wide and 80 feet wide in various deeds and plats; monumented 60 feet wide);

THENCE North 09 deg. 24 min. 29 sec. East (called North 11 deg. 47 min. 12 sec. East), along and with said east right-of-way line of South Houston Avenue, at a distance of 300.0 feet pass the apparent northeast corner of said Lot 1, some being the southwest corner of the residue of a called 2.75 acres of land (Tract 1) conveyed to Clyde Investment Group, as described in the deed recorded under Clerk's File No. 2000020073 of the H.C.O.P.R.P., at a distance of 398.36 feet pass a 5/8 inch iron rod found at the northwest corner of said residue of 2.75 acres and being the southwest corner of a called 0.8456 acre of land now or formerly owned by James N. Patterson, as described in the deed recorded under Clerk's File No. V39537 of the H.C.O.P.R.P., at a distance of 429.07 feet pass the common northeast corner of said 0.8456 acre of land, same being the southwest corner of a called 0.5880 acre of land (Tract 2) conveyed to HCV Holdings, LLC, as described in the deed recorded under Clerk's File No. RP-2019-347033 of the H.C.O.P.R.P., at a distance of 548.47 feet pass a 5/8 inch iron rod (bent) found at the southwest corner of Reserve "B", Block 1, SOUTH HOUSTON COMMERCIAL CENTER, according to the map or plat thereof recorded in Film Code No. 706489 of the H.C.M.R., at a distance of 888.18 feet pass a 5/8 inch iron rod found at the original southwest corner of said 17.4566 acres of land, same being the northeast corner of Reserve "A", Block 1, SOUTH HOUSTON COMMERCIAL CENTER, and the southwest corner of a called 0.913 acre of land conveyed to Gerardo Cruz and Sabina Cruz, as described in the deed recorded under Clerk's File No. RP-2018-288323 of the H.C.O.P.R.P., continuing along and with the east right-of-way line of South Houston Avenue and the west line of the 17.4566 acres in all a total distance of 1,063.46 feet to a 5/8 inch iron rod with cap set at the upper southwest corner and POINT OF BEGINNING of the herein described 16.4915 acres of land, same being the northwest corner of a called 0.4583 acre of land conveyed to Dale Alan Kyer, as described in the deed recorded under Clerk's File No. 1748041 of the H.C.O.P.R.P., from which a found 5/8 inch iron rod bears witness North 74 deg. West, a distance of 1.35 feet;

THENCE North 09 deg. 24 min. 29 sec. East (called North 11 deg. 47 min. 12 sec. East), continuing along and with the east right-of-way line of South Houston Avenue and said west line of the 17.4566 acres, a distance of 353.12 feet to a point on the common northwest corner of the 17.4566 acres and the herein described tract of land, same being the southwest corner of a called 1.743 acres of land conveyed to Tammy Y. Lorkovic, as described in the deed recorded under Clerk's File No. 1807029 of the H.C.O.P.R.P., from which a found 5/8 inch iron rod bears witness North 86 deg. East, a distance of 0.29 feet;

THENCE North 84 deg. 33 min. 27 sec. East (called North 87 deg. 02 min. 28 sec. East), departing the east right-of-way line of South Houston Avenue, along the upper north line of the 17.4566 acres, same being the south line of said 1.743 acres, with a 5' chain link fence, at a distance of 54.20 feet pass the southeast corner of the 1.743 acres, from which a 5/8 inch iron rod with cap found at the southeast corner of a called 0.49998 acre of land conveyed to Betty Lee Clark (f.k.a. Betty Mitlog), as described in the deed recorded under Clerk's File No. V09360 of the H.C.O.P.R.P., bears witness North 05 deg. West, a distance of 0.82 feet, continuing along said upper north line of the 17.4566 acres, with a 5' hogwire fence, at a distance of 656.26 feet pass the southeast corner of Lot 1, Block 1, HUERTA ESTATES, according to the map or plat thereof recorded in Film Code No. 692524 of the H.C.M.R., from which a 5/8 inch iron rod with cap found at the southeast corner of said 0.49998 acre of land bears witness North 05 deg. West, a distance of 1.00 feet, continuing along the upper north line of the 17.4566 acres and the south line of Lots 1 and 2 of said HUERTA ESTATES, with a 5' pipe fence with hogwire and a 4' hogwire and barbed-wire fence, in all a total distance of 1,119.08 feet (called 1,119.79 feet) to a 5/8 inch iron rod found at the common upper northeast corner of the 17.4566 acres and the herein described tract of land, same being the southeast corner of said Lot 2, HUERTA ESTATES and being situated in the west line of a called 3.632 acres of land conveyed to David Green & Gaylen Green, as described in the deed recorded under Clerk's File No. RP-2018-450001 of the H.C.O.P.R.P.;

THENCE South 05 deg. 36 min. 38 sec. East (called South 03 deg. 07 min. 37 sec. East), along the upper east line of the 17.4566 acres, same being said west line of the 3.632 acres, with a 4' pipe and fieldwire fence, at a distance of 305.72 feet pass the re-entrant corner in the 17.4566 acres, same being the original northeast corner of said Denny Mitlog 0.5000 acre of land, continuing along the west line of the 3.632 acres and the original west line of the 0.5000 acre of land, with a 4' livestock fence, in all a total distance of 379.34 feet to a 5/8 inch iron rod with cap set at a re-entrant corner in the herein described tract of land, same being the southwest corner of the 3.632 acres and the original southwest corner of the 0.5000 acre of land;

THENCE North 84 deg. 31 min. 45 sec. East, along the south line of the 3.632 acres, same being the original south line of the 0.5000 acre of land, with a 4' fieldwire and barbed-wire fence, at a distance of 292.53 feet pass the calculated lower east line of the 17.4566 acres, at a distance of 283.47 feet pass the southeast corner of the 3.632 acres and the original southeast corner of the 0.5000 acre of land, at a distance of 287.82 feet pass a 5/8 inch iron rod found at a fence corner situated in a 4' barbed-wire fence line running north and south, continuing in all a total distance of 316.50 feet to a 5/8 inch iron rod with cap set at the east line of said Wherry B. Adams Survey at the lower northeast corner of the herein described tract of land, same being situated in the west line of the H. E. & W. T. Railroad Company Survey, Block 5, Section 5, Abstract No. 1046, Harris County, Texas, and situated in the lower west line of a called 138.34520 acres of land conveyed to Harrower Estates, Ltd., as described in the deed recorded under Clerk's File No. 2014026181 of the H.C.O.P.R.P.;

THENCE South 01 deg. 40 min. 57 sec. East (called South 00 deg. 01 min. 14 sec. West), along and with said east line of the Wherry B. Adams Survey, same being said west line of the H. E. & W. T. Railroad Company Survey and said lower west line of the 138.34520 acres, a distance of 275.23 feet to a 5/8 inch iron rod with cap set at the southeast corner of the herein described tract of land, same being the occupied southwest corner of the 17.4566 acres and the northeast corner of Reserve "H", Block 1, SOUTH HOUSTON COMMERCIAL CENTER;

THENCE North 89 deg. 47 min. 55 sec. West (called North 87 deg. 12 min. 04 sec. West), along the occupied south line of the 17.4566 acres, same being the north line of Reserves B through H, Block 1, SOUTH HOUSTON COMMERCIAL CENTER, with a 4' barbed-wire fence, at a distance of 20.21 feet pass the calculated southeast corner of the 17.4566 acres, at a distance of 34.88 feet pass a 5/8 inch iron rod with cap set at the common corner of Reserves G and H, at a distance of 653.17 feet pass a 5/8 inch iron rod with cap set at the common corner of Reserves F and G, at a distance of 965.83 feet pass a 5/8 inch iron rod with cap set at the common corner of Reserves E and F, at a distance of 1,107.95 feet pass a 5/8 inch iron rod with cap set at the common corner of Reserves D and E, at a distance of 1,229.31 feet pass a 5/8 inch iron rod with cap set at the common corner of Reserves C and D, at a distance of 1,326.30 feet pass a 5/8 inch iron rod with cap set at the common corner of Reserves B and C, in all a total distance of 1,339.70 feet to a point at the lower southwest corner of the herein described tract of land, same being the southeast corner of the aforementioned 0.2913 acre of land, from which a found 5/8 inch iron rod bears witness South 32 deg. East, a distance of 0.82 feet;

THENCE North 02 deg. 55 min. 39 sec. West, along the east line of the 0.2913 acre of land, with a 4' hogwire and barbed-wire fence, a distance of 60.68 feet to a 5/8 inch iron rod found at the northeast corner of the 0.2913 acre of land, same being the southeast corner of the aforementioned 0.4583 acre of land and the original southwest corner of the aforementioned 5,000 square feet tract of land;

THENCE North 04 deg. 03 min. 39 sec. West, along the east line of the 0.4583 acre of land, with a 4' barbed-wire fence, a distance of 101.50 feet to a 7/8 inch rod with silver set at a re-entrant corner in the herein described tract of land, same being the northeast corner of the 0.4583 acre of land and the original northeast corner of the 5,000 square feet tract of land;

THENCE South 87 deg. 04 min. 21 sec. West, along and with the north line of the 0.4583 acre of land, same being the original north line of the 5,000 square feet tract of land and the original north line of the aforementioned 0.34433 acre of land, a distance of 183.79 feet to the POINT OF BEGINNING and containing within these metes and bounds 16.4915 acres (716,370 square feet) of land.

DEVELOPMENT PLAT OF SOHO INDUSTRIAL PARK

A DEVELOPMENT PLAT OF HUMBLE INDUSTRIAL HUB, BEING
16.4915 ACRES (716,370 SQUARE FEET) OF LAND, SITUATED
IN THE WHERRY B. ADAMS SURVEY, ABSTRACT NO. 95,
CITY OF HUMBLE, HARRIS COUNTY, TEXAS.

1 BLOCK 16 RESERVES
SURVEYOR:
OWNERS:
SOHO II, LP
2110 GRANADAY DRIVE
KATY, TEXAS 77149
713-239-5380
FIRM REG. #10039600
THE PINNELL GROUP, LLC
25201 DAKHURST DRIVE
SPRING, TEXAS 77389
281-363-8700
FIRM REG. #10039600

DATE: SEPTEMBER, 2025 SCALE: 1" = 60' PROJECT NO. 24-218