

PUBLIC HEARING & CITY COUNCIL MEETING



**306 WEST THIRD STREET
TUESDAY, JUNE 17, 2025
5:30 P.M.**

PUBLIC HEARING TO DISCUSS REGULARLY SCHEDULED MEETING TO (i) RE-ESTABLISH GUIDELINES AND CRITERIA AS REQUIRED BY CHAPTER 312 OF THE TEXAS TAX CODE; AND (ii) ESTABLISHING A REINVESTMENT ZONE FOR THE FOLLOWING SITE:

**GATX PROPERTY LOCATED AT W US HIGHWAY 79, HEARNE, TEXAS 77859
AND BEING A TRACT OF APPROXIMATELY 139.434 ACRES IN G.A. NIXON
ELEVEN GRANT, A-31, IN THE CITY OF HEARNE, ROBERTSON TEXAS**

MEETING CALLED TO ORDER

PUBLIC COMMENTS

AGENDA ITEMS: PUBLIC COMMENTS ON AGENDA ITEMS WILL BE TAKEN AT THE TIME THE ITEM IS UP FOR DISCUSSION FOLLOWING COUNCIL COMMENTS FOR A LENGTH OF TIME NOT TO EXCEED THREE MINUTES PER PERSON FROM THE VIEWING/LISTENING PUBLIC.

NON-AGENDA ITEMS: PUBLIC COMMENTS FOR NON-AGENDA ITEMS WILL BE TAKEN AT THE END OF THE COUNCIL MEETING FROM THE AUDIENCE FOR A LENGTH OF TIME NOT TO EXCEED THREE MINUTES PER PERSON FROM THE VIEWING/LISTENING PUBLIC.

1. CONSENT AGENDA

THE FOLLOWING ITEMS MAY BE ACTED UPON IN A SINGLE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THESE ITEMS WILL BE HELD UNLESS REQUESTED BY A MEMBER OF THE CITY COUNCIL. PUBLIC COMMENT ON CONSENT AGENDA ITEMS MAY BE HEARD WITHOUT REMOVING THE ITEM FROM THE CONSENT AGENDA. EACH PERSON PROVIDING PUBLIC COMMENT WILL BE LIMITED TO THREE (3) MINUTES.

- a. **APPROVE MINUTES FROM THE CITY OF HEARNE COUNCIL MEETING OF JUNE 3, 2025**
 - b. **APPROVE ACCOUNTS PAYABLE FROM JUNE 1, 2025, THROUGH JUNE 15, 2025**
 - c. **APPROVE A RESOLUTION OF THE CITY OF HEARNE, TEXAS (CITY), APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT WITH BRAZOS BRIDGE WEALTH PARTNERS L.L.C., PURSUANT TO SECTION 501-506 OF THE TEXAS LOCAL GOVERNMENT CODE AND AUTHORIZING AND APPROVING THE AGREEMENT, TO PROMOTE ECONOMIC AND COMMERCIAL ACTIVITY IN THE CITY, ESTABLISHING PERFORMANCE REQUIREMENTS, AND AUTHORIZING AND APPROVING THE ACTION OF THE HEARNE ECONOMIC DEVELOPMENT CORPORATION AND THE HEARNE COMMUNITY DEVELOPMENT AGREEMENT**
 - d. **APPROVE A RESOLUTION OF THE CITY OF HEARNE, TEXAS (CITY), ACCEPTING A GRANT FROM THE ECONOMIC DEVELOPMENT CORPORATION (TYPE A) AND THE HEARNE COMMUNITY DEVELOPMENT CORPORATION (TYPE B) PURSUANT TO SECTION 501-506 OF THE TEXAS LOCAL GOVERNMENT CODE AND AUTHORIZING AND APPROVING THE ACTION OF THE HEARNE ECONOMIC DEVELOPMENT CORPORATION AND THE HEARNE COMMUNITY DEVELOPMENT CORPORATION**
- END OF CONSENT AGENDA**

2. DISCUSSION OF "HEARNE, TEXAS DAY" BY OLA REDMON

3. DISCUSSION AND/OR ACTION FOR A RESOLUTION ADOPTING GUIDELINES AND CRITERIA AND DESIGNATING A REINVESTMENT ZONE FOR TEXAS TAX CODE CHAPTER 312 TAX ABATEMENT, TEXAS AND PROVIDING FOR AN EFFECTIVE DATE

4. **DISCUSSION AND/OR ACTION BETWEEN HEARNE ECONOMIC DEVELOPMENT CORPORATION & HEARNE COMMUNITY DEVELOPMENT CORPORATION (THE "EDC"), SECTION 4A AND 4B CORPORATIONS INCORPORATED UNDER THE DEVELOPMENT CORPORATION ACT OF 1979 (THE "ACT"), BRAZOS BRIDGE WEALTH PARTNERS, LLC, (BRADLEY E. ELY & GERALD GIESENSCHLAG), (HEREINAFTER COLLECTIVELY KNOW AS "BBWP")**
5. **DISCUSSION AND/OR ACTION FOR A RESOLUTION ADOPTING THE CITIZEN PARTICIPATION PLAN, INCLUDING COMPLAINT AND GRIEVANCE PROCEDURES, EXCESSIVE FORCE POLICY, AND SECTION 504 GRIEVANCE PROCEDURES**
6. **PUBLIC COMMENTS – NON-AGENDA ITEMS**

Pursuant To Council Rules, Comments Shall Be Limited To Three (3) Minutes. In Accordance With The Open Meetings Act, Council Is Prohibited From Acting Or Discussing (Other Than Factual Responses To Specific Questions) Any Items Brought Before Them At This Time



Alonzo Echavarria, City Manager



Quila Polk, City Secretary

Posted June 13, 2025 4:00 P.M.

The City Council reserves the right to retire in to Executive Session concerning any of the items listed on the agenda whenever considered necessary and legally justified under the Open Meeting Act (OMA) (Texas Government Code 551.001 ET. Seq.) If you plan to attend the Public Meeting and you have disability that requires special arrangements at the meeting, please contact City Hall, at 979-279-3461 no later than 8 business hours before the scheduled meeting. Reasonable accommodations will be made to assist your needs. Executive sessions held during this meeting will generally take place in Building A, at the discretion of the City Council.

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code.

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code. Action, if any, will be taken in open session.

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

Attendance By Other Elected or Appointed Officials:

It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission, or committee subject to the Texas Open Meetings Act.

Ruben Gomez, Mayor 

This is to certify that a copy of this agenda for this meeting was posted on the bulletin board located at the City Municipal Building on June 13, 2025, at 4:00 PM pursuant to Section 551.041, Government Code.

Quila Polk, City Secretary 

The City of Hearne is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary's Office at 979/279-3461 for information. Hearing-impaired or speech-disabled persons equipped with telecommunications devices for the deaf may call 7-1-1 or may utilize the statewide Relay Texas program at 1-800-735-2988.

MINUTES JUNE 3, 2025

CITY OF HEARNE COUNCIL MEETING

The City of Hearne Council Meeting was called to order on May 20, 2025, at 5:30 p.m. by Mayor Ruben Gomez. Councilmembers present were Ray Edwards, LaShunda White, Ben Luster, and Emmett Aguirre. Margaret Salvaggio was absent. A quorum was present.

Councilmember Edwards made the motion to approve the Consent Agenda: The Consent Agenda consisted of a) Approve the minutes from City of Hearne Council meeting on May 20, 2025, and b) Approve accounts payable from May 16, 2025, through May 31, 2025. Councilmember Luster seconded the motion. Motion passed unanimously.

Councilmember Aguirre made the motion to approve the Resolution of the City of Hearne as hereinafter referred to as "Applicant" designating certain officials as being responsible for, acting for, and on behalf of the applicant in dealing with the Texas Parks and Wildlife Department, hereinafter referred to as "Department" for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "Program", certifying that the application is eligible to receive program assistance; certifying that the applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreation uses to Bob Jones Park, Godfrey Gentry Park, and Ruben Gomez East Side Park. Councilmember White seconded the motion. Motion passed unanimously.

Councilmember White made the motion to approve the Resolution of the City Council of the City of Hearne authorizing funds from the Hearne Economic Development Corporation Type-A (HEDC) AND Hearne Community Development Corporation Type-B (HCDC) to the City of Hearne for fiscal year 2024-2025 for the public purpose of the acquiring equipment. Motion passed unanimously.

At 5:58 p.m., the city council went into Executive Session concerning consultation on personnel matters-Police Department-pursuant to Chapter 551.074 of Texas Government Code and Real Property-Hoyt's Property Downtown-pursuant to Chapter 551.072 of the Texas Government Code.

At 6:30 p.m., the city council returned to the Open Session concerning consultation on personnel matters-Police Department-pursuant to Chapter 551.074 of Texas Government Code and Real Property-Hoyt's Property Downtown-pursuant to Chapter 551.072 of the Texas Government Code.

With no further business, the City of Hearne Council Meeting was adjourned at 6:30 p.m. on June 3, 2025.

CITY OF HEARNE
Payment Report
6/1/2025 to 6/15/2025

6/13/2025 1:24 PM

Vendor Invoice # Account #	Invoice Date Account Description	Invoice Description	Invoice Amount	Payment Amount
A T And T Check #: 37796 05292025666 100-518-5771	Check date: 6/12/2025 5/29/2025 Utilities	Elevator Line 9263	462.71	
		Invoice Total	<u>462.71</u>	<u>462.71</u>
		Check Total	<u>462.71</u>	<u>462.71</u>
		Total	<u>462.71</u>	<u>462.71</u>
Total number of payments: 1				

Access Disposal/Frontier Waste Solutions LLC Check #: 37727 5902789 200-550-7025	Check date: 6/5/2025 5/18/2025 Roll-Off / Junk Disposal	Haul and Landfill Fees	936.22	
		Invoice Total	<u>936.22</u>	<u>936.22</u>
		Check Total	<u>936.22</u>	<u>936.22</u>
Check #: 37797 202505 200-550-5230	Check date: 6/12/2025 5/31/2025 Sanitation Contract	Frontier Waste Contract	65,180.49	
		Invoice Total	<u>65,180.49</u>	<u>65,180.49</u>
6067040 200-550-7025	5/31/2025 Roll-Off / Junk Disposal	Haul and Landfill Fees	5,796.91	
		Invoice Total	<u>5,796.91</u>	<u>5,796.91</u>
		Check Total	<u>70,977.40</u>	<u>70,977.40</u>
Check #: 37772 6224505 200-550-7025	Check date: 6/12/2025 6/8/2025 Roll-Off / Junk Disposal	Haul and Landfill Fees	2,231.32	
		Invoice Total	<u>2,231.32</u>	<u>2,231.32</u>
		Check Total	<u>2,231.32</u>	<u>2,231.32</u>
		Total	<u>74,144.94</u>	<u>74,144.94</u>
Total number of payments: 3				

AdCompSystems, Inc. Check #: 37773 27689 200-552-5045	Check date: 6/12/2025 6/1/2025 Service Charges / Fees	Gateway Fee Kiosk	100.00	
		Invoice Total	<u>100.00</u>	<u>100.00</u>
27619 200-552-5045	6/1/2025 Service Charges / Fees	Gateway Fee Kiosk	1,242.00	
		Invoice Total	<u>1,242.00</u>	<u>1,242.00</u>
		Check Total	<u>1,342.00</u>	<u>1,342.00</u>
		Total	<u>1,342.00</u>	<u>1,342.00</u>
Total number of payments: 1				

Amazon Capital Services, Inc. Check #: 37728 1GYM-KFJJ-63GD 200-540-5060	Check date: 6/5/2025 5/27/2025 Operating Supplies	DEXSIL Lead Test	44.06	
		Invoice Total	<u>44.06</u>	<u>44.06</u>
		Check Total	<u>44.06</u>	<u>44.06</u>
Check #: 37745 1VN3-G9DV-4TTW 310-500-5705	Check date: 6/5/2025 6/2/2025 City Promotions	Motorcycle Bundle 8K-Waterproof 360 Action	799.99	
		Invoice Total	<u>799.99</u>	<u>799.99</u>
		Check Total	<u>799.99</u>	<u>799.99</u>
Check #: 37774 1CCK-PPJY-QWMD 200-550-5060	Check date: 6/12/2025 6/6/2025 Operating Supplies	4 PCS Letter Open	15.88	
		Invoice Total	<u>15.88</u>	<u>15.88</u>
1GNR-WV36-JQL1 200-552-7010	6/9/2025 Holiday Decorations	Juneteenth Decorations	54.25	
		Invoice Total	<u>54.25</u>	<u>54.25</u>
1RXK-C3FV-RXP1 100-518-5060	6/10/2025 Operating Supplies	UPS Battery Backup and Surge Protector Ink	556.94	
		Invoice Total	<u>556.94</u>	<u>556.94</u>
		Check Total	<u>627.07</u>	<u>627.07</u>
		Total	<u>1,471.12</u>	<u>1,471.12</u>
Total number of payments: 3				

Aqua-Tech Laboratories, Inc. Check #: 37798 77408 200-540-5071	Check date: 6/12/2025 5/29/2025 Lab Services	Total Coliform DW	364.00	
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				Invoice Total	<u>364.00</u>	<u>364.00</u>
				Check Total	<u>364.00</u>	<u>364.00</u>
Total number of payments: 1				Total	364.00	364.00
Atmos Energy						
Check #: 37775	Check date: 6/12/2025					
06022025	6/2/2025	Gas Club House Acct#3032338647				
100-524-5771	Utilities			90.59		
				Invoice Total	<u>90.59</u>	<u>90.59</u>
060320257644	6/3/2025	Gas City Hall Bldg A Acct#4041167644		83.49		
100-513-5771	Utilities			83.49		
100-518-5771	Utilities					
				Invoice Total	<u>166.98</u>	<u>166.98</u>
06032025	6/3/2025	Gas New Library Acct#3032338898		87.77		
100-517-5771	Utilities					
				Invoice Total	<u>87.77</u>	<u>87.77</u>
060320258138	6/3/2025	Gas Fire Station Acct#3032338138		91.59		
100-520-5771	Utilities					
				Invoice Total	<u>91.59</u>	<u>91.59</u>
060320257871	6/3/2025	Gas City Hall Bldg B Acct#3032337871		56.23		
100-528-5771	Utilities			56.22		
200-552-5771	Utilities					
				Invoice Total	<u>112.45</u>	<u>112.45</u>
				Check Total	<u>549.38</u>	<u>549.38</u>
Total number of payments: 1				Total	549.38	549.38
Avinext						
Check #: 37746	Check date: 6/5/2025					
332747	6/1/2025	Monthly Hosted Backup				
100-528-5050	Computer Hardware & Software			150.00		
				Invoice Total	<u>150.00</u>	<u>150.00</u>
				Check Total	<u>150.00</u>	<u>150.00</u>
Total number of payments: 1				Total	150.00	150.00
Benjamin O Pascua Db a Vmicroservices LLC						
Check #: 37776	Check date: 6/12/2025					
323	6/5/2025	Office 365 Enterprise E1/E3				
100-528-5045	Software Maintenance			1,398.28		
				Invoice Total	<u>1,398.28</u>	<u>1,398.28</u>
				Check Total	<u>1,398.28</u>	<u>1,398.28</u>
Total number of payments: 1				Total	1,398.28	1,398.28
Bobcat Of Houston						
Check #: 37799	Check date: 6/12/2025					
31038772	5/27/2025	Gasket and Freight				
100-527-5040	Equipment Maintenance			17.21		
				Invoice Total	<u>17.21</u>	<u>17.21</u>
				Check Total	<u>17.21</u>	<u>17.21</u>
Total number of payments: 1				Total	17.21	17.21
Brazos Valley Groundwater						
Check #: 37800	Check date: 6/12/2025					
1240	5/1/2025	Permit				
200-540-6040	Water District Assessment Fee			886.73		
				Invoice Total	<u>886.73</u>	<u>886.73</u>
				Check Total	<u>886.73</u>	<u>886.73</u>
Check #: 37777	Check date: 6/12/2025					
1285	6/4/2025	Permit				
200-540-6040	Water District Assessment Fee			886.73		
				Invoice Total	<u>886.73</u>	<u>886.73</u>
1272	6/4/2025	1056 acre/ft@15.885200 per acre foot=total		1,398.28		
200-540-6040	Water District Assessment Fee					
				Invoice Total	<u>1,398.28</u>	<u>1,398.28</u>
				Check Total	<u>2,285.01</u>	<u>2,285.01</u>
Total number of payments: 2				Total	3,171.74	3,171.74
Brazos Valley L4 LLC						
Check #: 37729	Check date: 6/5/2025					
1019	5/20/2025	Concrete Intersection of 3rd and Magnolia St				
100-527-9115	Sidewalks/Curbs/Gutters/Ramps			13,000.00		
				Invoice Total	<u>13,000.00</u>	<u>13,000.00</u>
				Check Total	<u>13,000.00</u>	<u>13,000.00</u>
Check #: 37747	Check date: 6/5/2025					
06042025	6/4/2025	Revision for Draw 5 Sidewalks				
100-527-9115	Sidewalks/Curbs/Gutters/Ramps			5.43		
				Invoice Total	<u>5.43</u>	<u>5.43</u>

Check #: 37767 06052025 100-527-9115	Check date: 6/5/2025 6/5/2025 Sidewalks/Curbs/Gutters/Ramps	Draw 6	Check Total	5.43	5.43
			Invoice Total	96,689.56	
			Check Total	96,689.56	96,689.56
Total number of payments: 3			Total	109,694.99	109,694.99
Brazos WIFI Check #: 37748 202506000283 100-528-5770	Check date: 6/5/2025 6/1/2025 Telephone / Telecommunications	VoIP-Residential Unlimited Calling 2025-06-0	Invoice Total	43.30	
			Check Total	43.30	43.30
Total number of payments: 1			Total	43.30	43.30
Chaparral Lab, Inc. Check #: 37749 INV2506103 200-544-5071	Check date: 6/5/2025 6/1/2025 Lab Services	May WWTP Testing	Invoice Total	2,120.00	
			Check Total	2,120.00	2,120.00
Total number of payments: 1			Total	2,120.00	2,120.00
Cintas Corporation No 2 Check #: 37778 4232467238 100-519-5850 100-524-5850 100-527-5850 100-528-5020 200-540-5850 200-542-5850 200-544-5850 200-550-5850 200-552-5020	Check date: 6/12/2025 6/3/2025 Uniforms Uniforms Uniforms Building Maintenance Uniforms Uniforms Uniforms Uniforms Building Maintenance	Cintas Uniforms/Floor Mats	Invoice Total	794.82	794.82
			Check Total	794.82	794.82
Total number of payments: 1			Total	794.82	794.82
Corvian Workman Check #: 37726 05282025 100-527-5060	Check date: 6/4/2025 5/28/2025 Operating Supplies	Replacing Window Shattered on W. 2nd Street	Invoice Total	250.00	
			Check Total	250.00	250.00
Total number of payments: 1			Total	250.00	250.00
Coufal-Prater Equipment LLC dba United Ag and Turf Check #: 37801 13977548 100-524-5040	Check date: 6/12/2025 5/31/2025 Equipment Maintenance	Shield	Invoice Total	69.08	69.08
			Check Total	69.08	69.08
Total number of payments: 1			Total	69.08	69.08
CR Texas LLC Check #: 37730 410118160-01 200-542-5040	Check date: 6/5/2025 5/27/2025 Equipment Maintenance	Chevron Rando HDZ	Invoice Total	858.00	858.00
			Check Total	858.00	858.00
Total number of payments: 1			Total	858.00	858.00
Donald Rogers Check #: 37760 27-0445-04 200-2122	Check date: 6/5/2025 5/30/2025 Current Refunds Payable	Utility Refund	Invoice Total	49.36	49.36
			Check Total	49.36	49.36
Total number of payments: 1			Total	49.36	49.36
Entec Pest Management Inc Check #: 37756 836211	Check date: 6/5/2025 4/17/2025	Termite Inspection			

100-524-5180	Park Maintenance		150.00	
		Invoice Total	<u>150.00</u>	<u>150.00</u>
Check #: 37802	Check date: 6/12/2025	Check Total	<u>150.00</u>	<u>150.00</u>
840667	5/30/2025	Bait Station		
100-518-5020	Building Maintenance		559.70	
		Invoice Total	<u>559.70</u>	<u>559.70</u>
Check #: 37779	Check date: 6/12/2025	Check Total	<u>559.70</u>	<u>559.70</u>
841496	6/6/2025	PSB Quarterly		
100-518-5020	Building Maintenance		86.06	
		Invoice Total	<u>86.06</u>	<u>86.06</u>
		Check Total	<u>86.06</u>	<u>86.06</u>
Total number of payments: 3		Total	<u>795.76</u>	<u>795.76</u>
Entergy				
Check #: 37780	Check date: 6/12/2025			
130007026690	6/3/2025	Pilot Store Lift Station		
200-543-5050	Line / System Maintenance		47.07	
		Invoice Total	<u>47.07</u>	<u>47.07</u>
		Check Total	<u>47.07</u>	<u>47.07</u>
Total number of payments: 1		Total	<u>47.07</u>	<u>47.07</u>
Ferguson Enterprises # 1106				
Check #: 37731	Check date: 6/5/2025			
1348508-1	5/22/2025	4 Coll Leak Clamp 4.45-4.73		
200-540-5050	Line / System Maintenance		214.64	
		Invoice Total	<u>214.64</u>	<u>214.64</u>
1328226-4	5/22/2025	LF 1 CTS x PVC Comp		
200-540-5050	Line / System Maintenance		388.14	
		Invoice Total	<u>388.14</u>	<u>388.14</u>
		Check Total	<u>602.78</u>	<u>602.78</u>
Total number of payments: 1		Total	<u>602.78</u>	<u>602.78</u>
Fish Window Cleaning				
Check #: 37781	Check date: 6/12/2025			
2821-120511	6/3/2025	Window Cleaning Library		
100-528-5020	Building Maintenance		43.00	
		Invoice Total	<u>43.00</u>	<u>43.00</u>
		Check Total	<u>43.00</u>	<u>43.00</u>
Total number of payments: 1		Total	<u>43.00</u>	<u>43.00</u>
Frost Crushed Stone Inc				
Check #: 37732	Check date: 6/5/2025			
77121	5/22/2025	Base		
100-527-5095	Street Maintenance		469.44	
		Invoice Total	<u>469.44</u>	<u>469.44</u>
		Check Total	<u>469.44</u>	<u>469.44</u>
Total number of payments: 1		Total	<u>469.44</u>	<u>469.44</u>
Greenlander, LLC				
Check #: 37733	Check date: 6/5/2025			
3429	5/5/2025	Herbicide Application to Drainage		
100-527-5098	Drainage Maintenance (Special)		3,300.00	
		Invoice Total	<u>3,300.00</u>	<u>3,300.00</u>
3436	5/20/2025	Herbicide Application at Airport		
350-500-5030	Grounds Maintenance		4,945.00	
		Invoice Total	<u>4,945.00</u>	<u>4,945.00</u>
		Check Total	<u>8,245.00</u>	<u>8,245.00</u>
Total number of payments: 1		Total	<u>8,245.00</u>	<u>8,245.00</u>
GT Distributors Inc.				
Check #: 37782	Check date: 6/12/2025			
INV1047643	6/5/2025	12ga 5/bx 9mm 50/bx .223 Rem 20/bx 1st I		
100-518-5042	Ammunition		1,049.20	
100-518-5850	Uniforms		238.00	
100-518-9105	Equipment		341.94	
		Invoice Total	<u>1,629.14</u>	<u>1,629.14</u>
		Check Total	<u>1,629.14</u>	<u>1,629.14</u>
Total number of payments: 1		Total	<u>1,629.14</u>	<u>1,629.14</u>
Hearne Ace Hardware, LLC				
Check #: 37754	Check date: 6/5/2025			
033814/1	3/1/2025	1" Black Plug		
100-527-5060	Operating Supplies		2.79	

			Invoice Total	2.79	2.79
			Check Total	2.79	2.79
Check #: 37734	Check date: 6/5/2025				
033406/1	3/1/2025	Trufuel 50:1			
200-540-5100	Fuel/Oil/Diesel			26.99	
			Invoice Total	26.99	26.99
033394/1	5/8/2025	45 Degree Elbow Coupler PVC Bushing 2" Co		99.89	
200-540-5050	Line / System Maintenance			99.89	99.89
			Invoice Total	99.89	99.89
033429/1	5/9/2025	Raid Flying Insect		34.36	
200-540-5060	Operating Supplies			34.36	34.36
			Invoice Total	34.36	34.36
033419/1	5/9/2025	Pro Leaf Rake Head Spraypaint 2x Black		32.98	
200-544-5060	Operating Supplies			32.98	32.98
			Invoice Total	32.98	32.98
033463/1	5/12/2025	Block Caps		2.39	
200-540-5050	Line / System Maintenance			2.39	2.39
			Invoice Total	2.39	2.39
033464/1	5/12/2025	Ammonia Gatorade and Arizona Fruit Punch		6.86	
200-540-5060	Operating Supplies			6.86	6.86
			Invoice Total	6.86	6.86
033489/1	5/13/2025	Pre-Mix Fuel Refill		19.99	
100-527-5100	Fuel/Oil/Diesel			19.99	19.99
			Invoice Total	19.99	19.99
033480/1	5/13/2025	Bottled Water and Gatorade		5.87	
200-540-5060	Operating Supplies			5.87	5.87
			Invoice Total	5.87	5.87
033505/1	5/14/2025	Hose Bibb and Brass Shutoff Hose		45.97	
200-540-5050	Line / System Maintenance			45.97	45.97
			Invoice Total	45.97	45.97
033509/1	5/14/2025	Blue Shop Towel		7.98	
200-542-5060	Operating Supplies			7.98	7.98
			Invoice Total	7.98	7.98
033523/1	5/14/2025	Handy Crete		12.18	
200-543-5050	Line / System Maintenance			12.18	12.18
			Invoice Total	12.18	12.18
033578/1	5/16/2025	Galvanized Nipple		4.78	
200-542-5050	Line / System Maintenance			4.78	4.78
			Invoice Total	4.78	4.78
033630/1	5/19/2025	Mice Bait Station		27.98	
100-519-5060	Operating Supplies			27.98	27.98
			Invoice Total	27.98	27.98
033642/1	5/19/2025	Hex Bushings 1x3/4" Galvanized Female Ada		56.17	
200-542-5050	Line / System Maintenance			56.17	56.17
			Invoice Total	56.17	56.17
033641/1	5/19/2025	Conduit Adapter Female Str Liquid Tight Coni		280.16	
200-542-5050	Line / System Maintenance			280.16	280.16
			Invoice Total	280.16	280.16
033623/1	5/19/2025	Garden Sprayer 2 Gal Ace and Bleach		26.98	
200-544-5060	Operating Supplies			26.98	26.98
			Invoice Total	26.98	26.98
0336643/1	5/19/2025	Boots Men's Gray 12US and Pool Telescope P		98.98	
200-544-5060	Operating Supplies			98.98	98.98
			Invoice Total	98.98	98.98
033622/1	5/19/2025	Poly Clear Film		119.99	
200-544-5060	Operating Supplies			119.99	119.99
			Invoice Total	119.99	119.99
033676/1	5/20/2025	Dryer Vent Brush Plastic Bucket and Electric		50.55	
200-540-5050	Line / System Maintenance			50.55	50.55
			Invoice Total	50.55	50.55
033671/1	5/20/2025	Ace Scoop Grain Poly and Alum		73.98	
200-542-5050	Line / System Maintenance			73.98	73.98
			Invoice Total	73.98	73.98
033724/1	5/21/2025	Bleach Lysol and Palmolive Dish Oxy		63.11	
100-519-5060	Operating Supplies			63.11	63.11
			Invoice Total	63.11	63.11
033692/1	5/21/2025	2" Coupler Ball valve PVC Thred		8.77	
100-524-5170	Pool Maintenance			8.77	8.77
			Invoice Total	8.77	8.77
033748/1	5/22/2025	Alkaline Battery		20.99	
100-527-5060	Operating Supplies			20.99	20.99
			Invoice Total	20.99	20.99
033756/1	5/22/2025	Galvanized Nipple		16.57	
200-540-5050	Line / System Maintenance			16.57	16.57
			Invoice Total	16.57	16.57
033742/1	5/22/2025	Milwaukee Recip and Diab Recip		53.97	
200-540-5455	Small Tools			53.97	53.97
			Invoice Total	53.97	53.97

033767/1 200-540-5050	5/23/2025 Line / System Maintenance	24" Plastic Ace Level I-Beam Level Alum 48"	87.02	
		Invoice Total	87.02	87.02
033795/1 200-543-5050	5/23/2025 Line / System Maintenance	Cement Rain R Shine and Purple PVC Primer	34.98	
		Invoice Total	34.98	34.98
033844/1 200-542-5060	5/27/2025 Operating Supplies	Welded Ring and Truefuel 50:1 Mix	55.37	
		Invoice Total	55.37	55.37
033825/1 200-544-5060	5/27/2025 Operating Supplies	Rainsuit	63.98	
		Invoice Total	63.98	63.98
033853/1 100-527-5060	5/28/2025 Operating Supplies	Absorbent Oil 8lb Bag	3.99	
		Invoice Total	3.99	3.99
033867/1 200-540-5060	5/28/2025 Operating Supplies	Eng Hammer and 90 Deg Elbow	22.58	
		Invoice Total	22.58	22.58
033869/1 200-544-5060	5/28/2025 Operating Supplies	Men's Gray Boots 11	69.99	
		Invoice Total	69.99	69.99
033887/1 200-542-5050	5/29/2025 Line / System Maintenance	Misc. Fasteners	1.20	
		Invoice Total	1.20	1.20
033924/1 100-524-5040	5/30/2025 Equipment Maintenance	Threaded Rod and Steel Coupling Nut	34.94	
		Invoice Total	34.94	34.94
033931/1 100-524-5060	5/30/2025 Operating Supplies	Misc. Fasteners	27.31	
		Invoice Total	27.31	27.31
033933/1 100-524-5170	5/30/2025 Pool Maintenance	Elbow 22 PVC and 90 1.5" Coupler and Elbow	27.12	
		Invoice Total	27.12	27.12
		Check Total	1,626.92	1,626.92
Credit Memo #: CM Applied	Check date: 6/12/2025			
033376/1 100-524-5040	5/8/2025 Equipment Maintenance	Lubricant Oil Pressure Washer 32oz	12.99	
		Invoice Total	12.99	12.99
033379/1 200-542-5060	5/8/2025 Operating Supplies	Lock ENT Corn Lever and Stiff Angle Broom	78.98	
		Invoice Total	78.98	78.98
033644/1 200-542-5050	5/19/2025 Line / System Maintenance	Conduit	(269.99)	
		Invoice Total	(269.99)	(111.96)
033948/1 200-542-5060	5/30/2025 Operating Supplies	Insect Killer RTU 1.1Gal	19.99	
		Invoice Total	19.99	19.99
		Check Total	(158.03)	0.00
Total number of payments: 3		Total	1,471.68	1,629.71

Hearne Carquest	Check date: 6/5/2025			
Check #: 37735	5/1/2025	Blue Shop Towels Xtreme Hand Cleaner	38.98	
9211-763261 100-527-5060	Operating Supplies	Invoice Total	38.98	38.98
9211-763226 200-544-5070	5/1/2025 Vehicle Maintenance	Dual Tire Guage Transmission Fluid and 15W	93.87	
		Invoice Total	93.87	93.87
9211-763311 100-527-5040	5/2/2025 Equipment Maintenance	Windshield Washer Blue 0 Degree Reflective	67.47	
		Invoice Total	67.47	67.47
9211-763282 200-540-5070	5/2/2025 Vehicle Maintenance	Mobil 1 5W30	21.98	
		Invoice Total	21.98	21.98
9211-763440 200-540-5060	5/5/2025 Operating Supplies	Funnel 3PC-Set	5.79	
		Invoice Total	5.79	5.79
9211-763436 200-540-5060	5/5/2025 Operating Supplies	Duct Tape Gorilla Black Tape	42.25	
		Invoice Total	42.25	42.25
9211-763545 100-527-5070	5/6/2025 Vehicle Maintenance	Hi Mileage Fuel Treatment and Fuel Treatmer	16.98	
		Invoice Total	16.98	16.98
9211-763539 100-527-5070	5/6/2025 Vehicle Maintenance	22" Rainx Latitude Blade	49.98	
		Invoice Total	49.98	49.98
9211-763579	5/7/2025	Dexron/Mercon Trans Fluid		

100-527-5070	Vehicle Maintenance		6.99	
		Invoice Total	6.99	6.99
9211-763669	5/8/2025	Dexcool 50/50 Antifreeze Dex VI/Mercon-V F		
100-519-5070	Vehicle Maintenance		32.98	
		Invoice Total	32.98	32.98
9211-763974	5/13/2025	Oil Full Synthetic		
100-527-5040	Equipment Maintenance		27.99	
		Invoice Total	27.99	27.99
9211-764004	5/13/2025	3/8" Hex Bit Socket		
200-540-5060	Operating Supplies		5.99	
		Invoice Total	5.99	5.99
9211-764108	5/14/2025	Hose Clamp		
200-540-5060	Operating Supplies		7.96	
		Invoice Total	7.96	7.96
9211-764064	5/14/2025	Carb Spray Antifreeze Carquest Premium Day		
200-544-5090	Plant Maintenance		352.43	
		Invoice Total	352.43	352.43
9211-764176	5/15/2025	Green Antifreeze		
100-527-5070	Vehicle Maintenance		16.99	
		Invoice Total	16.99	16.99
9211-764183	5/15/2025	Rainx Washer Fluid -Green and Antifreeze		
200-542-5070	Vehicle Maintenance		25.97	
		Invoice Total	25.97	25.97
9211-764235	5/16/2025	Red Clearance LED WD40 EZ-Reach and Sho		
100-527-5060	Operating Supplies		30.97	
		Invoice Total	30.97	30.97
9211-764274	5/16/2025	Rags In A Box and Carquest Premium		
100-527-5070	Vehicle Maintenance		33.52	
		Invoice Total	33.52	33.52
9211-764487	5/20/2025	Blue Gasketmaker and Wire Brush		
100-527-5040	Equipment Maintenance		11.78	
		Invoice Total	11.78	11.78
9211-764519	5/21/2025	Bearings		
100-527-5040	Equipment Maintenance		12.49	
		Invoice Total	12.49	12.49
9211-764598	5/21/2025	DELO400 15W40 GL		
200-540-5070	Vehicle Maintenance		45.98	
		Invoice Total	45.98	45.98
9211-764698	5/23/2025	Mobil 1 5W30		
200-540-5070	Vehicle Maintenance		21.98	
		Invoice Total	21.98	21.98
9211-764739	5/23/2025	Engine Cleaner Bright and Premium Hydraul		
200-542-5060	Operating Supplies		73.97	
		Invoice Total	73.97	73.97
9211-764887	5/27/2025	Sydr Fitting 8-8FForx and 1/2" Hydraulic Hos		
100-527-5040	Equipment Maintenance		57.61	
		Invoice Total	57.61	57.61
9211-764837	5/27/2025	Diesel Exhaust Fluid 55Gal		
100-527-5040	Equipment Maintenance		249.99	
		Invoice Total	249.99	249.99
9211-765006	5/28/2025	Fuses		
100-527-5040	Equipment Maintenance		7.18	
		Invoice Total	7.18	7.18
9211-764923	5/28/2025	Rags In a Box Windshield Washer -Blue 0 De		
100-527-5070	Vehicle Maintenance		21.48	
		Invoice Total	21.48	21.48
9211-765002	5/28/2025	Barrel Pump		
200-544-5090	Plant Maintenance		49.99	
		Invoice Total	49.99	49.99
9211-765064	5/29/2025	Starting Fluid -50% Ether		
100-524-5040	Equipment Maintenance		6.99	
		Invoice Total	6.99	6.99
9211-765073	5/29/2025	Ignition Switch		
100-527-5070	Vehicle Maintenance		21.99	
		Invoice Total	21.99	21.99
9211-765027	5/29/2025	Battery		
200-540-5070	Vehicle Maintenance		229.87	
		Invoice Total	229.87	229.87
		Check Total	1,690.39	1,690.39
Total number of payments: 1		Total	1,690.39	1,690.39

Hearne Community Development Corporation
Check #: 37818
06132025
100-2101

Check date: 6/13/2025
6/13/2025
Note Payable

Sales Tax Transfer

	41,174.17	
Invoice Total	41,174.17	41,174.17
Check Total	41,174.17	41,174.17

Total number of payments: 1		Total	41,174.17	41,174.17
Hunton Services				
Check #: 37803	Check date: 6/12/2025			
SVC286546	5/29/2025	Trouble Shoot RTUS not Working		
100-518-5020	Building Maintenance		3,802.14	
		Invoice Total	3,802.14	3,802.14
		Check Total	3,802.14	3,802.14
Total number of payments: 1		Total	3,802.14	3,802.14
J & K Trucking				
Check #: 37736	Check date: 6/5/2025			
0764	5/16/2025	Hauling Materials		
100-527-5095	Street Maintenance		591.49	
		Invoice Total	591.49	591.49
		Check Total	591.49	591.49
Total number of payments: 1		Total	591.49	591.49
JAH-CON				
Check #: 37783	Check date: 6/12/2025			
2025882	6/9/2025	Meter Calibrations		
200-540-5054	Water Well Maintenance		1,140.00	
		Invoice Total	1,140.00	1,140.00
		Check Total	1,140.00	1,140.00
Total number of payments: 1		Total	1,140.00	1,140.00
Jason Penick				
Check #: 37770	Check date: 6/10/2025			
05142025	5/14/2025	Tree/Brush Removal		
200-542-5050	Line / System Maintenance		30,000.00	
		Invoice Total	30,000.00	30,000.00
		Check Total	30,000.00	30,000.00
Total number of payments: 1		Total	30,000.00	30,000.00
Julio Loya Construction				
Check #: 37721	Check date: 6/2/2025			
70010	5/29/2025	Concrete Job Ramp Landing and Slope City H		
100-527-5096	Sidewalk/Curb/Gutter Maintenan		3,180.00	
		Invoice Total	3,180.00	3,180.00
		Check Total	3,180.00	3,180.00
Check #: 37723	Check date: 6/2/2025			
70011	6/1/2025	Final Payment Saw Cut and Break Concrete a		
100-524-9232	Parks Improvements		3,000.00	
		Invoice Total	3,000.00	3,000.00
		Check Total	3,000.00	3,000.00
Check #: 37784	Check date: 6/12/2025			
70011,	6/1/2025	Concrete Intersection 4th Street Balanced Co		
100-527-9110	Street Improvements		29,522.00	
		Invoice Total	29,522.00	29,522.00
		Check Total	29,522.00	29,522.00
Total number of payments: 3		Total	35,702.00	35,702.00
Knife River Corp.-South				
Check #: 37757	Check date: 6/5/2025			
962765	4/29/2025	Hearne Golf Course		
100-527-9110	Street Improvements		507.31	
		Invoice Total	507.31	507.31
		Check Total	507.31	507.31
Total number of payments: 1		Total	507.31	507.31
Lashunda White				
Check #: 37771	Check date: 6/10/2025			
06102025	6/10/2025	Cheerleader Uniforms		
310-500-7040	Community Promotion		1,000.00	
		Invoice Total	1,000.00	1,000.00
		Check Total	1,000.00	1,000.00
Total number of payments: 1		Total	1,000.00	1,000.00
Lexipol				
Check #: 37816	Check date: 6/12/2025			
INVPRA11249386	2/25/2025	Grant Finder User Subscription		
100-528-5740	Dues/Subscriptions		1,495.00	
		Invoice Total	1,495.00	1,495.00
		Check Total	1,495.00	1,495.00
Total number of payments: 1		Total	1,495.00	1,495.00

Linde Gas & Equipment, Inc Check #: 37737 49988718 100-527-5060	Check date: 6/5/2025 5/28/2025 Operating Supplies	Cylinder Lease		988.00				
			Invoice Total	988.00	988.00			
			Check Total	988.00	988.00			
			Total number of payments: 1			Total	988.00	988.00
Lowe's Check #: 37755 988450-OROQCN 100-524-5180	Check date: 6/5/2025 3/31/2025 Park Maintenance	Red Mulch		399.00				
			Invoice Total	399.00	399.00			
			Check Total	399.00	399.00			
			Check #: 37758 986681-OVILAQ 200-540-5050	Check date: 6/5/2025 4/26/2025 Line / System Maintenance	Concrete Pad RD/CHR Holl Solid Cap Block 1'		41.70	
Invoice Total	41.70	41.70						
Check Total	41.70	41.70						
Total number of payments: 2						Total	440.70	440.70
MB&I Investments LLC Check #: 37761 31-0164-01 200-2122	Check date: 6/5/2025 5/30/2025 Current Refunds Payable	Utility Refund		50.00				
			Invoice Total	50.00	50.00			
			Check Total	50.00	50.00			
			Total number of payments: 1			Total	50.00	50.00
McCord Engineering, Inc. Check #: 37785 15973 200-542-5900	Check date: 6/12/2025 6/5/2025 Engineer / Consultant	Professional Fees HE:20 P.1 Surveing- Power		365.64				
			Invoice Total	365.64	365.64			
			15972 200-542-5900	6/5/2025 Engineer / Consultant	HE-1: General Work (HE-1)		481.25	
						Invoice Total	481.25	481.25
Check Total	846.89	846.89						
Total number of payments: 1						Total	846.89	846.89
Mid-American Res. Chem Check #: 37804 0849652-IN 200-542-5060	Check date: 6/12/2025 5/22/2025 Operating Supplies	Penetrating Red Grease and Pen-A-lube Pene		594.00				
			Invoice Total	594.00	594.00			
			Check Total	594.00	594.00			
			Total number of payments: 1			Total	594.00	594.00
Mike Hoyt Check #: 37786 06032025 100-518-5070	Check date: 6/12/2025 6/3/2025 Vehicle Maintenance	Remove Old Radar from Unit 5860 and Instal		425.00				
			Invoice Total	425.00	425.00			
			Check Total	425.00	425.00			
			Total number of payments: 1			Total	425.00	425.00
Nissan Motor Acceptance Corporation Check #: 37787 06122025 100-527-9104	Check date: 6/12/2025 6/12/2025 Transportation	Acct# 25011277684		1,118.30				
			Invoice Total	1,118.30	1,118.30			
			06132025 200-544-9104	6/13/2025 Transportation	00102415068620001		998.77	
						Invoice Total	998.77	998.77
06172025 100-527-9104	6/17/2025 Transportation	00102415074340001					1,114.75	
						Invoice Total	1,114.75	1,114.75
			Check Total	3,231.82	3,231.82			
			Total number of payments: 1			Total	3,231.82	3,231.82
Northern Safety Co, Inc Check #: 37805 906917470 100-524-5060	Check date: 6/12/2025 5/23/2025 Operating Supplies	All Sport Freezer Pop Gatorade Sticks and G		935.77				
			Invoice Total	935.77	935.77			

			Check Total	935.77	935.77
Total number of payments: 1			Total	935.77	935.77
Olameter Corporation					
Check #: 37806	Check date: 6/12/2025				
UNI021753	5/31/2025	Daily Data Collection			
200-542-5200	Reimbursable Expenses			250.00	
			Invoice Total	250.00	250.00
			Check Total	250.00	250.00
Total number of payments: 1			Total	250.00	250.00
Pioneer Steel And Pipe Co., Inc.					
Check #: 37814	Check date: 6/12/2025				
278632	4/29/2025	Flat 20 Foot and OD Standard SCH40 -2" ID			
100-527-5096	Sidewalk/Curb/Gutter Maintenan			484.65	
			Invoice Total	484.65	484.65
			Check Total	484.65	484.65
Total number of payments: 1			Total	484.65	484.65
Pitney Bowes Bank Inc Purchase Power					
Check #: 37788	Check date: 6/12/2025				
06012025	6/1/2025	Purchase Power Postage For Postage Meter			
100-528-5036	Postage			603.75	
			Invoice Total	603.75	603.75
			Check Total	603.75	603.75
Total number of payments: 1			Total	603.75	603.75
Prosperity Bank					
Check #: 37789	Check date: 6/12/2025				
8310464	6/5/2025	Loan Number 8310464			
100-528-9641	Bond Payment			11,909.74	
			Invoice Total	11,909.74	11,909.74
			Check Total	11,909.74	11,909.74
Total number of payments: 1			Total	11,909.74	11,909.74
R Plus G Construction					
Check #: 37762	Check date: 6/5/2025				
22-0572-00	5/30/2025	Refund Check			
200-2122	Current Refunds Payable			115.68	
			Invoice Total	115.68	115.68
			Check Total	115.68	115.68
Total number of payments: 1			Total	115.68	115.68
Ray Criswell Distributing Company					
Check #: 37738	Check date: 6/5/2025				
504831	5/27/2025	Granular Chlorine			
200-544-5080	Chemicals/Cleaners			699.90	
			Invoice Total	699.90	699.90
			Check Total	699.90	699.90
Total number of payments: 1			Total	699.90	699.90
Robb Holla					
Check #: 37790	Check date: 6/12/2025				
374727	6/13/2025	Magical Balloon Show 45 Minute Wacky and \			
100-517-5700	Childrens Programs			450.00	
			Invoice Total	450.00	450.00
			Check Total	450.00	450.00
Total number of payments: 1			Total	450.00	450.00
Robert Nelson					
Check #: 37724	Check date: 6/2/2025				
361595	6/2/2025	Working at Pool			
100-524-5170	Pool Maintenance			450.00	
			Invoice Total	450.00	450.00
			Check Total	450.00	450.00
Check #: 37791	Check date: 6/12/2025				
361599	6/12/2025	Working at Pool			
100-524-5170	Pool Maintenance			550.00	
			Invoice Total	550.00	550.00
			Check Total	550.00	550.00
Total number of payments: 2			Total	1,000.00	1,000.00
Robertson Central Appraisal District					
Check #: 37750	Check date: 6/5/2025				
25-300	6/1/2025	3rd Qtr Payment Appraisal District Contract			

100-528-5200	County Appr.District-Contract		17,445.07	
		Invoice Total	<u>17,445.07</u>	<u>17,445.07</u>
		Check Total	<u>17,445.07</u>	<u>17,445.07</u>
Total number of payments: 1		Total	<u>17,445.07</u>	<u>17,445.07</u>
Robertson County Striders				
Check #: 37792	Check date: 6/12/2025			
06102025	6/10/2025	Summer Track		
310-500-7040	Community Promotion		500.00	
		Invoice Total	<u>500.00</u>	<u>500.00</u>
		Check Total	<u>500.00</u>	<u>500.00</u>
Total number of payments: 1		Total	<u>500.00</u>	<u>500.00</u>
Robertson County Veterinary Services				
Check #: 37793	Check date: 6/12/2025			
90781	6/2/2025	Euthanasia Procedure		
100-519-5810	Animal Ordinance Expense		624.60	
		Invoice Total	<u>624.60</u>	<u>624.60</u>
		Check Total	<u>624.60</u>	<u>624.60</u>
Total number of payments: 1		Total	<u>624.60</u>	<u>624.60</u>
Rodriguez Tire Serv.				
Check #: 37807	Check date: 6/12/2025			
51003	5/30/2025	Tire Patches		
100-518-5070	Vehicle Maintenance		20.00	
		Invoice Total	<u>20.00</u>	<u>20.00</u>
		Check Total	<u>20.00</u>	<u>20.00</u>
Total number of payments: 1		Total	<u>20.00</u>	<u>20.00</u>
Science Heroes				
Check #: 37794	Check date: 6/12/2025			
21277	6/20/2025	Science Heroes: Adventure of the Missing Co		
100-517-5700	Childrens Programs		400.00	
		Invoice Total	<u>400.00</u>	<u>400.00</u>
		Check Total	<u>400.00</u>	<u>400.00</u>
Total number of payments: 1		Total	<u>400.00</u>	<u>400.00</u>
Shear Development				
Check #: 37739	Check date: 6/5/2025			
05232025	5/23/2025	Loads of Dirt		
200-544-5090	Plant Maintenance		450.00	
		Invoice Total	<u>450.00</u>	<u>450.00</u>
		Check Total	<u>450.00</u>	<u>450.00</u>
Total number of payments: 1		Total	<u>450.00</u>	<u>450.00</u>
Skyrider Communications				
Check #: 37751	Check date: 6/5/2025			
28168	6/1/2025	Monthly Internet Service Fee w/amounts 189		
100-528-5770	Telephone / Telecommunications		949.50	
200-552-5770	Telephone / Telecommunications		949.50	
		Invoice Total	<u>1,899.00</u>	<u>1,899.00</u>
		Check Total	<u>1,899.00</u>	<u>1,899.00</u>
Total number of payments: 1		Total	<u>1,899.00</u>	<u>1,899.00</u>
Southern Tire Mart LLC				
Check #: 37808	Check date: 6/12/2025			
4590158392	5/30/2025	Tires		
100-518-5070	Vehicle Maintenance		1,728.26	
		Invoice Total	<u>1,728.26</u>	<u>1,728.26</u>
		Check Total	<u>1,728.26</u>	<u>1,728.26</u>
Total number of payments: 1		Total	<u>1,728.26</u>	<u>1,728.26</u>
St. Joseph Regional Health				
Check #: 37740	Check date: 6/5/2025			
1757	5/23/2025	Drug Screen		
100-518-5905	Employment Expense		25.00	
		Invoice Total	<u>25.00</u>	<u>25.00</u>
		Check Total	<u>25.00</u>	<u>25.00</u>
Total number of payments: 1		Total	<u>25.00</u>	<u>25.00</u>
Star Freeland				
Check #: 37763	Check date: 6/5/2025			
27-0515-10	5/30/2025	Utility Refund		
200-2122	Current Refunds Payable		236.54	
		Invoice Total	<u>236.54</u>	<u>236.54</u>

		Check Total	236.54	236.54
Total number of payments: 1		Total	236.54	236.54
Star Tex Propane				
Check #: 37815	Check date: 6/12/2025	Service: Tank Set Leased		
335952	4/17/2025			
200-540-5060	Operating Supplies		1,284.29	
		Invoice Total	1,284.29	1,284.29
		Check Total	1,284.29	1,284.29
Check #: 37809	Check date: 6/12/2025	Finance Charge		
350835	5/31/2025			
200-540-5060	Operating Supplies		19.26	
		Invoice Total	19.26	19.26
		Check Total	19.26	19.26
Total number of payments: 2		Total	1,303.55	1,303.55
T- Mobile USA Inc Law Enforcement Relations Finance				
Check #: 37810	Check date: 6/12/2025	Timing Advance		
9604865231	5/15/2025			
100-518-5930	Investigations		50.00	
		Invoice Total	50.00	50.00
		Check Total		
9604865229	5/15/2025	Timing Advance	50.00	
100-518-5930	Investigations		50.00	
		Invoice Total	50.00	50.00
		Check Total		
9604865230	5/15/2025	Timing Advance	50.00	
100-518-5930	Investigations		50.00	
		Invoice Total	50.00	50.00
		Check Total	150.00	150.00
Total number of payments: 1		Total	150.00	150.00
Techline Inc.				
Check #: 37769	Check date: 6/10/2025	Water Meters		
1365179-00	3/25/2025			
200-540-5200	Meter Repairs/Maintenance		114,838.28	
		Invoice Total	114,838.28	114,838.28
		Check Total	114,838.28	114,838.28
Check #: 37811	Check date: 6/12/2025	SP-K7-2-9S-LED		
9926408-00	5/28/2025			
200-542-5050	Line / System Maintenance		467.78	
		Invoice Total	467.78	467.78
		Check Total	467.78	467.78
Total number of payments: 2		Total	115,306.06	115,306.06
Terry Thomas				
Check #: 37764	Check date: 6/5/2025	Refund Check		
20-0359-00	5/30/2025			
200-2122	Current Refunds Payable		56.25	
		Invoice Total	56.25	56.25
		Check Total	56.25	56.25
Total number of payments: 1		Total	56.25	56.25
Texas Excavation Safety				
Check #: 37741	Check date: 6/5/2025	Messages for		
25-08094	5/31/2025			
200-550-5775	Line Locates		57.50	
		Invoice Total	57.50	57.50
		Check Total	57.50	57.50
Total number of payments: 1		Total	57.50	57.50
The Bait Barn Fisheries				
Check #: 37752	Check date: 6/5/2025	Adult Catfish		
ESP 0217-0092	6/3/2025			
310-500-7040	Community Promotion		1,700.00	
		Invoice Total	1,700.00	1,700.00
		Check Total	1,700.00	1,700.00
Total number of payments: 1		Total	1,700.00	1,700.00
The Penworthy Co., Inc.				
Check #: 37812	Check date: 6/12/2025	Books/Movies/DVDs		
0608277-IN	5/14/2025			
100-517-5020	Books/Videos/Cd Roms		653.73	
		Invoice Total	653.73	653.73
		Check Total	653.73	653.73
Total number of payments: 1		Total	653.73	653.73

Thomas Williams					
Check #: 37725	Check date: 6/3/2025				
06022025	6/2/2025	Reimbursement for Overpayment for Boot Dr			
100-4752	Employee Cost Riembursement		2,170.45		
		Invoice Total	<u>2,170.45</u>	<u>2,170.45</u>	
		Check Total	<u>2,170.45</u>	<u>2,170.45</u>	
Total number of payments: 1		Total	<u>2,170.45</u>	<u>2,170.45</u>	
TK Sales Inc					
Check #: 37742	Check date: 6/5/2025				
042790	5/22/2025	Anti-Foam Agent			
200-544-5060	Operating Supplies		310.68		
		Invoice Total	<u>310.68</u>	<u>310.68</u>	
		Check Total	<u>310.68</u>	<u>310.68</u>	
Total number of payments: 1		Total	<u>310.68</u>	<u>310.68</u>	
TransUnion Risk and Alternative Data Solutions, Inc					
Check #: 37795	Check date: 6/12/2025				
6082630-202505-1	6/1/2025	Online Investigative Services 5/1/2025-05/3:			
100-518-5740	Dues/Subscriptions		75.00		
		Invoice Total	<u>75.00</u>	<u>75.00</u>	
		Check Total	<u>75.00</u>	<u>75.00</u>	
Total number of payments: 1		Total	<u>75.00</u>	<u>75.00</u>	
Tx Municipal Police Assoc					
Check #: 37817	Check date: 6/12/2025				
PY512025	5/1/2025	TMPA MEMBERSHIP DUES			
100-2163	Tx Municipal Police Payable		112.00		
		Invoice Total	<u>112.00</u>	<u>112.00</u>	
PY5152025	5/15/2025	TMPA MEMBERSHIP DUES			
100-2163	Tx Municipal Police Payable		112.00		
		Invoice Total	<u>112.00</u>	<u>112.00</u>	
		Check Total	<u>224.00</u>	<u>224.00</u>	
Total number of payments: 1		Total	<u>224.00</u>	<u>224.00</u>	
Tyler Technologies					
Check #: 37759	Check date: 6/5/2025				
025-455791	2/21/2025	Utility Bill Printing			
200-550-5045	Software Maintenance		1,474.00		
		Invoice Total	<u>1,474.00</u>	<u>1,474.00</u>	
		Check Total	<u>1,474.00</u>	<u>1,474.00</u>	
Total number of payments: 1		Total	<u>1,474.00</u>	<u>1,474.00</u>	
U.S. Postmaster					
Check #: 37722	Check date: 6/2/2025				
06022025	6/2/2025	Postage			
200-552-5036	Postage		3,000.00		
		Invoice Total	<u>3,000.00</u>	<u>3,000.00</u>	
		Check Total	<u>3,000.00</u>	<u>3,000.00</u>	
Total number of payments: 1		Total	<u>3,000.00</u>	<u>3,000.00</u>	
Ubeo Of East Texas, Inc					
Check #: 37813	Check date: 6/12/2025				
39291509	5/26/2025	Standard Payment			
100-518-5040	Equipment Maintenance		1,920.00		
		Invoice Total	<u>1,920.00</u>	<u>1,920.00</u>	
		Check Total	<u>1,920.00</u>	<u>1,920.00</u>	
Total number of payments: 1		Total	<u>1,920.00</u>	<u>1,920.00</u>	
Valley Valve & Pipe Supply Company Inc					
Check #: 37753	Check date: 6/5/2025				
412554	6/2/2025	2" Slip Ball Valve and LF25AUB-Z3 PRV			
100-524-5180	Park Maintenance		1,209.41		
		Invoice Total	<u>1,209.41</u>	<u>1,209.41</u>	
		Check Total	<u>1,209.41</u>	<u>1,209.41</u>	
Total number of payments: 1		Total	<u>1,209.41</u>	<u>1,209.41</u>	
Verizon					
Check #: 37768	Check date: 6/6/2025				
63100007258	6/2/2025	Verizon Connect Fleet			
100-518-5050	Computer Hardware & Software		222.21		
		Invoice Total	<u>222.21</u>	<u>222.21</u>	
		Check Total	<u>222.21</u>	<u>222.21</u>	
Total number of payments: 1		Total	<u>222.21</u>	<u>222.21</u>	

Versalift Southwest, LLC

Check #: 37743

175551

200-542-5040

Check date: 6/5/2025

5/29/2025

Equipment Maintenance

Repair to Upper Boom

974.82

Invoice Total

974.82974.82

Check Total

974.82974.82

Total number of payments: 1

Total**974.82****974.82**

Virgia Lopez Batalla

Check #: 37765

09-0445-11

200-2122

Check date: 6/5/2025

5/30/2025

Current Refunds Payable

Refund Check

172.41

Invoice Total

172.41172.41

Check Total

172.41172.41

Total number of payments: 1

Total**172.41****172.41**

Wex Enterprise

eCheck #: N/A

104891896

Check date: 6/12/2025

5/23/2025

Fuel

100-518-5100

Fuel/Oil/Diesel

2,711.11

100-519-5100

Fuel/Oil/Diesel

190.61

100-524-5100

Fuel/Oil/Diesel

1,228.58

100-527-5100

Fuel/Oil/Diesel

5,190.75

200-540-5100

Fuel/Oil/Diesel

630.92

200-542-5100

Fuel/Oil/Diesel

1,650.61

200-544-5100

Fuel/Oil/Diesel

976.13

200-550-5100

Fuel/Oil/Diesel

219.00

200-552-5100

Fuel/Oil/Diesel

1,295.47

Invoice Total

14,093.1814,093.18

Check Total

14,093.1814,093.18

Total number of payments: 1

Total**14,093.18****14,093.18**

Yescenia Jaramillo

Check #: 37766

03-0395-03

200-2122

Check date: 6/5/2025

5/30/2025

Current Refunds Payable

Refund Check

192.39

Invoice Total

192.39192.39

Check Total

192.39192.39

Total number of payments: 1

Total**192.39****192.39****Grand Total****518,977.31****519,135.34**

RESOLUTION NO.

A RESOLUTION OF THE CITY OF HEARNE, TEXAS (CITY), APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT WITH BRAZOS BRIDGE WEALTH PARTNERS L.L.C., PURSUANT TO SECTION 501-506 OF THE TEXAS LOCAL GOVERNMENT CODE AND AUTHORIZING AND APPROVING THE AGREEMENT, TO PROMOTE ECONOMIC AND COMMERCIAL ACTIVITY IN THE CITY, ESTABLISHING PERFORMANCE REQUIREMENTS, AND AUTHORIZING AND APPROVING THE ACTION OF THE HEARNE ECONOMIC DEVELOPMENT CORPORATION AND THE HEARNE COMMUNITY DEVELOPMENT AGREEMENT

WHEREAS, the City of Hearne is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the State of Texas Constitution and the Local Government Code, and

WHEREAS, the Texas Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the City, and

WHEREAS, the Texas Development Corporation Act of 1979 (the Act), now codified in Title 12, Subtitle C, of the Texas Local Government Code, authorizes communities to collect

Type A and Type B economic development sales and use taxes, and

WHEREAS the residents of the City of Hearne, Texas passed an election approving the collection of sales and use tax for the benefit of Economic Development and other municipal purposes, and

WHEREAS, the City recognizes the importance of retaining existing businesses, attracting new businesses, and providing for the redevelopment of sub-standard properties, and

WHEREAS, the City desires to protect and enhance the City's fiscal ability to provide high quality municipal services for the residents and businesses in the City, and

WHEREAS, Grantee has identified and committed to the performance requirements identified in the Agreement, and

WHEREAS, the City has concluded and hereby finds that Economic Development Performance Agreement (Agreement) attached hereto as Exhibit A, promotes economic development in the City and further finds it is in the best interest of the City, and

WHEREAS, the City Council of the City of Hearne, Texas, finds and determines that the expenditure as specified in the Economic Development Performance Agreement, will promote new or expanded business development, and otherwise meets the definition of "project," as that term is defined by Sections 501.103 and 505.158 of the Texas Local Government Code.

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

Section 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated herein in their entirety.

Section 2. The City Council hereby approves the Economic Development Performance Agreement, attached hereto as **Exhibit A**, pursuant to the City's Economic Development Policy, with **Brazos Bridge Wealth Partners L.L.C.**

Section 3. The Council hereby authorizes the Agreement on behalf of the City of Hearne, Texas.

Section 4. This Resolution shall become effective from and after its passage on the second reading thereof:

First Reading JUNE 17, 2025 PASSED AND APPROVED / DENIED

Second Reading JULY 1, 2025 PASSED AND APPROVED / DENIED

MAYOR, Ruben Gomez

Signed : July 1, 2025

ATTESTED TO:

City Secretary

RESOLUTION NO.

A RESOLUTION OF THE CITY OF HEARNE, TEXAS (CITY), ACCEPTING A GRANT FROM THE HEARNE ECONOMIC DEVELOPMENT CORPORATION (TYPE A) AND THE HEARNE COMMUNITY DEVELOPMENT CORPORATION (TYPE B) PURSUANT TO SECTION 501-506 OF THE TEXAS LOCAL GOVERNMENT CODE AND AUTHORIZING AND APPROVING THE GRANT, TO PROMOTE CAPITAL PARK IMPROVEMENTS AND AUTHORIZING AND APPROVING THE ACTION OF THE HEARNE ECONOMIC DEVELOPMENT CORPORATION AND THE HEARNE COMMUNITY DEVELOPMENT CORPORATION

WHEREAS, the City of Hearne is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the State of Texas Constitution and the Local Government Code, and

WHEREAS, the Texas Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the City, and

WHEREAS, the Texas Development Corporation Act of 1979 (the Act), now codified in Title 12, Subtitle C, of the Texas Local Government Code, authorizes communities to collect Type A and Type B economic development sales and use taxes, and

WHEREAS the residents of the City of Hearne, Texas passed an election approving the collection of sales and use tax for the benefit of Economic Development and other municipal purposes, and

WHEREAS, the City recognizes the importance of retaining existing businesses, attracting new businesses, and providing for the redevelopment of sub-standard properties, and

WHEREAS, the City desires to protect and enhance the City's fiscal ability to provide high-quality municipal services for the residents and businesses in the City, and

WHEREAS, the ACT allows for the use of these funds for Capital Park Improvements within the City and

WHEREAS, the City has concluded and hereby finds that this Grant for Capital Park Improvements will enhance the quality of life for the Citizens of Hearne, and

WHEREAS, the City Council of the City of Hearne, Texas, finds and determines that the expenditure will be used for playground equipment a Capital Park improvement within the meaning of the Texas Local Government Code.

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

Section1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated herein in their entirety.

Section 2. The City Council hereby approves the grants for Capital Park Improvements (Playground Equipment) in the amount of \$19,783.50 from Type A and \$19,783.50 from Type B for a total of \$39,567.00 on behalf of the City of Hearne, Texas.

Section 4. This Resolution shall become effective from and after its passage on the second reading thereof:

First Reading JUNE 17, 2025 PASSED AND APPROVED / DENIED

Second Reading JULY 1, 2025 PASSED AND APPROVED / DENIED

Signed : July 1, 2025

MAYOR, Ruben Gomez

ATTESED TO:

City Secretary

**RESOLUTION OF THE
CITY OF HEARNE**

A RESOLUTION ADOPTING GUIDELINES AND CRITERIA AND DESIGNATING A REINVESTMENT ZONE FOR TEXAS TAX CODE CHAPTER 312 TAX ABATEMENT, TEXAS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hearne, Texas (the “**City**”) desires to promote the development or redevelopment of a geographic area within its jurisdiction by the adoption of guidelines and criteria and the creation of a reinvestment zone as authorized by Chapter 312 of the Texas Tax Code, for the purpose of authorizing a Tax Abatement Agreement; and,

WHEREAS, the City desires to encourage the retention or expansion of primary employment and to attract major investment in the City that would be a benefit to property in the reinvestment zone created by the City and that would contribute to the economic development of the City;

WHEREAS, on **June 17, 2025**, the City Council held a hearing, such date being at least seven (7) days after the date of publication of the notice of such public hearing, and the delivery of written notice to the respective presiding officers of each taxing entity which includes within its boundaries real property that is to be included in the proposed reinvestment zone as described on **EXHIBIT B**; and,

WHEREAS, the City Council at such public hearing invited any interested person to appear and speak for or against (1) the adoption of Guidelines and Criteria for tax abatement agreements; (2) the creation of a reinvestment zone, and (3) acceptance of an Application for Tax Abatement by GATX Corporation, for the City to consider entering into a Tax Abatement Agreement with GATX;

WHEREAS, the City wishes to:

- (1) Re-adopt the Guidelines and Criteria attached hereto as **Exhibit A**;
- (2) Re-create the Reinvestment Zone consisting of the same real property as described on **EXHIBIT B** to be named the GATX Reinvestment Zone; and
- (3) Accept an Application for Tax Abatement by GATX Corporation which shall be included as an Exhibit to the Tax Abatement Agreement and which includes proposed improvements within such Reinvestment Zone.

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

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. That the Hearne City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on the adoption of Guidelines and Criteria and adoption of the GATX Reinvestment Zone has been properly called, held, and conducted, and that notices of such hearing have been published as required by law and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and,
- (b) That the Guidelines and Criteria attached hereto as **Exhibit A** are consistent with the City's economic development goals and Chapter 312 of the Texas Tax Code;
- (c) That the boundaries of the **GATX Reinvestment Zone** be and, by the adoption of this Resolution, are declared and certified to be, the area described in **EXHIBIT B**;
- (d) That creation of the GATX Reinvestment Zone will result in benefits to the City and to land included in the zone, and that the improvements sought are feasible and practical; and,
- (e) That the GATX Reinvestment Zone with boundaries as described in **EXHIBIT B**, meets the criteria set forth in Texas Tax Code §312.401 for the creation of a reinvestment zone as set forth in Chapter 312 of the Texas Tax Code, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and/or will attract major investment in the zone that will be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the City, Texas.

SECTION 3. That the City Council of Hearne, hereby adopts the Guidelines and Criteria attached as **Exhibit A**; creates the GATX Reinvestment Zone under the provisions of Texas Tax Code § 312.401, encompassing the area described by the description in **EXHIBIT A**, and such reinvestment zone is hereby designated and shall hereafter be referred to as the GATX Reinvestment Zone.

SECTION 4. That Guidelines and Criteria and the GATX Reinvestment Zone shall take effect upon today's adoption by the City Council and shall remain designated (i) as

Guidelines and Criteria for two (2) years and (ii) as a commercial-industrial reinvestment zone for a period of five (5) years from such date of such designations.

SECTION 5. That the City is hereby eligible to enter into tax abatement agreements.

SECTION 6. That the City accepts the Tax Abatement submitted by GATX Corporation.

SECTION 7. That if any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

SECTION 8. That it is hereby found, determined, and declared that a sufficient notice of the date, hour, place, and subject of the meeting of the City Council, at which this resolution was adopted, was posted at a place convenient and readily accessible at all times, as required by the Texas Open Government Act, Texas Government Code, as amended; and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was published in a newspaper of general circulation in the City; and that, furthermore, such notice was in fact delivered to the presiding officer of any effected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED, AND ADOPTED on this _____ day of June 2025.

CITY COUNCIL OF HEARNE, TEXAS

BY: _____
RUBEN GOMEZ
MAYOR

BY: _____
EMMET AGUIRRE
MAYOR PRO TEM

BY: _____
MARGARET SALVAGGIO
COUNCIL MEMBER

BY: _____
WHITE, LASHUNDA
COUNCIL MEMBER

BY: _____
RAY EDWARDS
COUNCIL MEMBER

BY: _____
BEN LUSTER
COUNCIL MEMBER

BY: _____
ALONZO EXHAVARRIA-GARZA
CITY MANAGER

**EXHIBIT A
CITY OF HEARNE
GUIDELINES AND CRITERIA**

GUIDELINES AND CRITERIA FOR TAX ABATEMENT IN CITY OF HEARNE, TEXAS
BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF HEARNE, TEXAS that the
following Guidelines and Criteria for Tax Abatement in the City of Hearne, Texas were
adopted by Resolution June ____, 2025:

Guidelines and Criteria Governing Tax Abatement Agreements in the City of Hearne:

1. The City Council of the City of Hearne, Texas adopts these guidelines and criteria governing tax abatement agreements in the City of Hearne, Texas pursuant to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

2. Abatement may be granted for new facilities and structures and improvements to existing facilities and structures for purposes of modernization or expansion.

3. The adoption of the guidelines and criteria does not limit the discretion of the City Council of the City of Hearne, Texas to enter into a specific tax abatement agreement; does not limit the discretion of the City Council of the City of Hearne, Texas to delegate to its officials or employees the authority to determine whether or not the City Council of the City of Hearne, Texas should consider a particular application or request for tax abatement; and does not create any property, contract or other legal right in any person to have the City Council of the City of Hearne, Texas consider or grant a specific application or request for tax abatement.

4. The City Council of the City of Hearne, Texas pursuant to these Guidelines and Criteria Governing Tax Abatement Agreements in the City of Hearne, Texas may consider an application for tax abatement, designate a reinvestment zone, and enter into a tax abatement agreement in accordance with these guidelines and criteria governing tax abatement agreements in the City of Hearne, Texas.

5. Any owner of property in the City of Hearne, Texas may request or apply for tax abatement.

6. Tax abatement may be granted for real property located in a reinvestment zone or for tangible personal property located on the real property located in a reinvestment zone (other than tangible personal property located on the real property at any time before the tax abatement is requested to the initial taxing entity) for a period not to exceed 10 years.

7. The tax abatement agreement shall require the owner of the real property to make specific improvements to the real property.

8. A tax abatement agreement may provide for the exemption of the real property in each year covered by the agreement only to the extent its value for that year exceeds its value of the year in which the agreement is executed.

9. A tax abatement agreement may take effect on January 1 of the next year after the date the improvements are substantially completed or on January 1 after the date of execution of the tax abatement agreement.

10. A tax abatement agreement must

- a. list the kind, number and location of all proposed improvements of the property;
- b. provide access to and authorize inspection of the property by the City of Hearne, Texas or its designated officials or employees to ensure that the improvements are made according to the specifications and conditions of the agreements;
- c. limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period the property tax exemptions are in effect;
- d. provide for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvement as provided by the agreement;
- e. contain each term agreed to by the owner of the property;
- f. require the owner of the property to certify annually to the City Council of the City of Hearne, Texas or its designated officials that the owner is in compliance with each applicable term of the agreement;
- g. provide that the City Council of the City of Hearne, Texas may cancel or modify the agreement if the property owner fails to comply with the agreement.

11. An application or request for tax abatement must contain

- a. a map and description of the real property;
- b. a description of the improvements to be made to the real property and general description of the tangible personal property to be located on the real property;
- c. a proposed tax abatement agreement.

12. Property that is owned by a member of the City Council of the City of Hearne, Texas may not be subject to a tax abatement agreement with the City of Hearne, Texas.

13. These guidelines and criteria governing tax abatement agreements by the City of Hearne, Texas are effective for 2 years from the date adopted.

EXHIBIT B LEGAL DESCRIPTION OF GATX REINVESTMENT ZONE

GATX RAIL YARD

**METES AND BOUNDS DESCRIPTION
OF A
139.434 ACRE TRACT
G. A. NIXON ELEVEN LEAGUE GRANT, A-31
HEARNE, ROBERTSON COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE G. A. NIXON ELEVEN LEAGUE GRANT, ABSTRACT NO. 31, HEARNE, ROBERTSON COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 1.77 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO GENERAL AMERICAN TRANSPORTATION CORP. RECORDED IN VOLUME 148, PAGE 496 OF THE DEED RECORDS OF ROBERTSON COUNTY, TEXAS, THE REMAINDER OF A CALLED 77.87 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO GENERAL AMERICAN TRANSPORTATION CORP. RECORDED IN VOLUME 148, PAGE 497 OF THE DEED RECORDS OF ROBERTSON COUNTY, TEXAS, ALL OF A CALLED 15.94 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO GENERAL AMERICAN TRANSPORTATION CORP. RECORDED IN VOLUME 251, PAGE 598 OF THE DEED RECORDS OF ROBERTSON COUNTY, TEXAS, AND THE REMAINDER OF A CALLED 47.36 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO GENERAL AMERICAN TRANSPORTATION CORP. RECORDED IN VOLUME 254, PAGE 43 OF THE DEED RECORDS OF ROBERTSON COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND (N:10297731.87, E:3468059.34) ON THE SOUTHWEST LINE OF A CALLED 13.926 ACRE TRACT OF LAND AS DESCRIBED AS TRACT TWO BY A DEED TO J&M RANCH PROPERTIES RECORDED IN VOLUME 854, PAGE 657 OF THE OFFICIAL PUBLIC RECORDS OF ROBERTSON COUNTY, TEXAS. SAID IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 77.87 ACRE TRACT AND THE NORTH CORNER OF A CALLED 1 ACRE CHURCH TRACT AS DESCRIBED BY A DEED RECORDED IN VOLUME 34, PAGE 225 OF THE DEED RECORDS OF ROBERTSON COUNTY, TEXAS. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 13.926 ACRE TRACT BEARS: S 33° 51' 15" E FOR A DISTANCE OF 1126.37 FEET. COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE OPUS REPORT SUBMITTED 06-24-16 AND AS ESTABLISHED BY GPS OBSERVATION;

THENCE: S 56° 22' 05" W ALONG THE COMMON LINE OF SAID 1 ACRE TRACT AND SAID 77.87 ACRE TRACT FOR A DISTANCE OF 207.22 FEET (DEED CALL: S 58° 30' 00" W - 208.33 FEET, 148/497) TO A 1/2 INCH IRON ROD FOUND BENT MARKING THE WEST CORNER OF SAID 1 ACRE TRACT;

THENCE: S 32° 50' 22" E CONTINUING ALONG THE COMMON LINE OF SAID 1 ACRE TRACT AND SAID 77.87 ACRE TRACT FOR A DISTANCE OF 209.05 FEET (DEED CALL: S 31° 30' 00" E - 208.33 FEET, 148/497) TO A CHAIN LINK FENCE CORNER POST FOUND ON THE NORTHWEST LINE OF A TRACT OF LAND AS DESCRIBED BY A DEED TO THE HEARNE COLORED CEMETERY ASSOCIATION RECORDED IN VOLUME 30, PAGE 433 OF THE DEED RECORDS OF ROBERTSON COUNTY, TEXAS. SAID FENCE POST FOUND MARKING THE SOUTH CORNER OF SAID 1 ACRE TRACT;

THENCE: S 56° 16' 17" W ALONG THE SOUTHEAST LINE OF SAID 77.87 ACRE TRACT FOR A DISTANCE OF 760.75 FEET (DEED CALL: S 58° 30' 00" W - 761.11 FEET, 148/497) TO A CHAIN LINK FENCE POST FOUND;

THENCE: S 57° 16' 08" W CONTINUING ALONG THE SOUTHEAST LINE OF SAID 77.87 ACRE TRACT FOR A DISTANCE OF 103.60 FEET (DEED CALL BEARING: S 59° 30' 00" W, 148/497) TO A 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET MARKING THE NORTH CORNER OF SAID REMAINDER OF 47.36 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 3 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO THE SAINT MANUEL BAPTIST CHURCH RECORDED IN VOLUME 143, PAGE 641 OF THE DEED RECORDS OF ROBERTSON COUNTY, TEXAS;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 47.36 ACRE TRACT AND SAID 3 ACRE TRACT FOR THE FOLLOWING CALLS:

S 34° 19' 28" E FOR A DISTANCE OF 548.26 FEET (DEED CALL: S 31° 30' 00" E - 541.00 FEET, 254/43)

TO A ½ INCH IRON ROD FOUND;

S 55° 40' 32" W FOR A DISTANCE OF 61.09 FEET (DEED CALL: S 58° 30' 00" W – 61.10 FEET, 254/43) TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET;

S 34° 19' 28" E, AT 386.49 FEET PASS A CHAIN LINK FENCE CORNER POST FOUND ON THE APPARENT NORTHWEST RIGHT-OF-WAY OF MUMFORD ROAD, CONTINUE ON FOR A TOTAL DISTANCE OF 417.56 FEET (DEED CALL: S 31° 30' 00" E – 416.70 FEET, 254/43) TO A POINT IN THE CENTERLINE OF THE PAVED ROADWAY OF MUMFORD ROAD MARKING THE EAST CORNER OF SAID REMAINDER OF 47.36 ACRE TRACT AND THE SOUTH CORNER OF SAID 3 ACRE TRACT;

THENCE: S 53° 53' 23" W ALONG THE CENTERLINE OF MUMFORD ROAD FOR A DISTANCE OF 160.86 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF A CALLED 2.18 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO GULF STATES UTILITIES CO. RECORDED IN VOLUME 147, PAGE 354 OF THE DEED RECORDS OF ROBERTSON COUNTY, TEXAS;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 47.36 ACRE TRACT AND SAID 2.18 ACRE TRACT FOR THE FOLLOWING CALLS:

N 29° 11' 54" W, AT 32.59 FEET PASS A POINT ON THE NORTHWEST LINE OF MUMFORD ROAD, FROM WHICH, A CONCRETE MONUMENT MARKED 'GSUCOR' BEARS: S 49° 06' 55" W FOR A DISTANCE OF 5.00 FEET AND ANOTHER CONCRETE MONUMENT MARKED 'GSUCOR' FOUND BEARS: N 37° 11' 16" W FOR A DISTANCE OF 5.00 FEET, CONTINUE ON FOR A TOTAL DISTANCE OF 283.59 FEET (DEED CALL: N 25° 31' 00" W – 280.00 FEET, 147/354) TO A POINT MARKING THE NORTHEAST CORNER OF SAID 2.18 ACRE TRACT. FOR REFERENCE, A CHAIN LINK FENCE CORNER POST FOUND BEARS: S 86° 18' 38" W FOR A DISTANCE OF 1.22 FEET;

S 51° 29' 39" W FOR A DISTANCE OF 113.28 FEET (DEED CALL: S 55° 29' 00" W – 112.50 FEET, 147/354) TO A POINT. FOR REFERENCE, A CONCRETE MONUMENT FOUND BEARS: N 46° 14' 36" E FOR A DISTANCE OF 5.00 FEET AND ANOTHER CONCRETE MONUMENT FOUND BEARS: N 48° 54' 48" W FOR A DISTANCE OF 5.00 FEET;

N 60° 34' 00" W FOR A DISTANCE OF 175.27 FEET (DEED CALL: N 57° 09' 00" W – 175.00 FEET, 147/354) TO A POINT. FOR REFERENCE, A CONCRETE MONUMENT FOUND BEARS: S 31° 59' 44" W FOR A DISTANCE OF 5.00 FEET AND FENCE CORNER POST FOUND BEARS: S 06° 52' 21" E FOR A DISTANCE OF 1.45 FEET;

S 29° 29' 23" W FOR A DISTANCE OF 199.75 FEET (DEED CALL: S 32° 51' 00" W – 200.00 FEET, 147/354) TO A POINT. FOR REFERENCE, A CONCRETE MONUMENT FOUND BEARS: N 37° 07' 02" E FOR A DISTANCE OF 5.00 FEET AND ANOTHER CONCRETE MONUMENT FOUND BEARS: S 58° 39' 16" E FOR A DISTANCE OF 5.00 FEET;

S 60° 42' 15" E, AT 359.87 FEET PASS A POINT ON THE NORTHWEST LINE OF MUMFORD ROAD, FROM WHICH, A CONCRETE MONUMENT MARKED 'GSUCORSW' BEARS: N 62° 13' 03" W FOR A DISTANCE OF 5.00 FEET AND ANOTHER CONCRETE MONUMENT MARKED 'GSUCORSW' FOUND BEARS: N 50° 17' 20" E FOR A DISTANCE OF 5.00 FEET, CONTINUE ON FOR A TOTAL DISTANCE OF 389.13 FEET (DEED CALL: S 57° 09' 00" E – 381.00 FEET, 147/354) TO A POINT IN THE CENTERLINE OF MUMFORD ROAD MARKING THE SOUTH CORNER OF SAID 2.18 ACRE TRACT;

THENCE: ALONG THE CENTERLINE OF MUMFORD ROAD FOR THE FOLLOWING CALLS:

S 53° 53' 23" W FOR A DISTANCE OF 125.79 FEET TO A POINT;

S 38° 05' 03" W FOR A DISTANCE OF 40.84 FEET TO A POINT ON THE NORTHWEST LINE OF A RAILROAD RIGHT-OF-WAY (R.O.W. WIDTH VARIES);

THENCE: S 55° 29' 03" W ALONG THE NORTHWEST LINE OF SAID RAILROAD R.O.W., BEING 60 FEET FROM

AND PARALLEL TO THE CENTERLINE OF THE EXISTING RAILROAD TRACKS, FOR A DISTANCE OF 34.90 FEET TO A POINT IN THE CENTERLINE OF AN EXISTING RAILROAD SPUR SERVICING THE GATX RAILYARD;

THENCE: S 85° 40' 10" W ALONG THE CENTERLINE OF SAID SPUR FOR A DISTANCE OF 39.78 FEET TO A POINT ON THE NORTHWEST LINE OF SAID VARIABLE WIDTH RAILROAD RIGHT-OF-WAY;

THENCE: S 55° 29' 03" W CONTINUING ALONG THE NORTHWEST LINE OF SAID RAILROAD R.O.W., BEING 80 FEET FROM AND PARALLEL TO THE CENTERLINE OF THE EXISTING RAILROAD TRACKS, FOR A DISTANCE OF 895.78 FEET TO A POINT ON THE Highbank OF THE LITTLE BRAZOS RIVER. SAID POINT MARKING THE SOUTHEAST CORNER OF SAID REMAINDER OF 47.36 ACRE TRACT;

THENCE: ALONG THE Highbank OF THE LITTLE BRAZOS RIVER FOR THE FOLLOWING CALLS:

N 44° 52' 36" W FOR A DISTANCE OF 136.84 FEET TO A POINT;

S 87° 26' 51" W FOR A DISTANCE OF 53.73 FEET TO A POINT;

S 78° 19' 55" W FOR A DISTANCE OF 34.19 FEET TO A POINT;

S 55° 23' 37" W FOR A DISTANCE OF 65.76 FEET TO A POINT;

S 16° 50' 34" W FOR A DISTANCE OF 64.26 FEET TO A POINT;

S 25° 01' 53" W FOR A DISTANCE OF 54.94 FEET TO A POINT;

S 44° 44' 11" W FOR A DISTANCE OF 107.07 FEET TO A POINT;

S 71° 53' 47" W FOR A DISTANCE OF 104.83 FEET TO A POINT;

S 77° 23' 07" W FOR A DISTANCE OF 57.52 FEET TO A POINT;

S 83° 38' 28" W FOR A DISTANCE OF 57.42 FEET TO A POINT;

N 83° 39' 15" W FOR A DISTANCE OF 85.11 FEET TO A POINT;

N 85° 36' 01" W FOR A DISTANCE OF 160.60 FEET TO A POINT;

S 84° 20' 21" W FOR A DISTANCE OF 159.64 FEET TO A POINT;

S 82° 08' 00" W FOR A DISTANCE OF 38.42 FEET TO A POINT;

S 89° 45' 53" W FOR A DISTANCE OF 53.57 FEET TO A POINT;

N 80° 54' 41" W FOR A DISTANCE OF 67.22 FEET TO A POINT;

N 69° 53' 34" W FOR A DISTANCE OF 158.69 FEET TO A POINT ON THE SOUTHEAST LINE OF US HIGHWAY 79 (R.O.W. WIDTH VARIES) MARKING THE SOUTHWEST CORNER OF SAID REMAINDER OF 47.36 ACRE TRACT;

THENCE: N 17° 57' 49" E ALONG THE SOUTHEAST LINE OF US HIGHWAY 79, BEING 185.00 FEET FROM AND PARALLEL TO THE CENTERLINE OF AN EXISTING SET OF RAILROAD TRACKS, FOR A DISTANCE OF 498.62 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET ON THE NORTHWEST LINE OF SAID REMAINDER OF 47.36 ACRE TRACT;

THENCE: N 55° 53' 24" E ALONG THE NORTHWEST LINE OF SAID REMAINDER OF 47.36 ACRE TRACT FOR A DISTANCE OF 81.00 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET

MARKING THE SOUTH CORNER OF SAID 15.94 ACRE TRACT;

THENCE: N 17° 58' 01" E ALONG THE NORTHWEST LINE OF SAID 15.94 ACRE TRACT FOR A DISTANCE OF 371.31 FEET (DEED CALL: N 22° 33' 00" E – 371.50 FEET, 251/598) TO A ½ INCH IRON ROD FOUND BENT;

THENCE: N 70° 35' 17" W CONTINUING ALONG THE NORTHWEST LINE OF SAID 15.94 ACRE TRACT FOR A DISTANCE OF 49.83 FEET (DEED CALL: N 67° 30' 00" W – 50.00 FEET, 251/598) TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET ON THE SOUTHEAST LINE OF US HIGHWAY 79;

THENCE: N 17° 57' 49" E ALONG THE SOUTHEAST LINE OF US HIGHWAY 79 FOR A DISTANCE OF 2153.38 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET;

THENCE: CONTINUING ALONG THE SOUTHEAST LINE OF US HIGHWAY 79, BEING THE SOUTHEAST LINE OF A TRACT OF LAND AS DESCRIBED IN A DEED FOR RIGHT-OF-WAY RECORDED IN VOLUME 206, PAGE 555 OF THE DEED RECORDS OF ROBERTSON COUNTY, TEXAS, FOR THE FOLLOWING CALLS:

N 20° 16' 25" E FOR A DISTANCE OF 245.57 FEET (DEED CALL: N 22° 21' 00" E – 245.60 FEET, 206/555) TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET;

N 22° 51' 30" E FOR A DISTANCE OF 242.07 FEET (DEED CALL: N 24° 51' 00" E – 242.10 FEET, 206/555) TO A BROKEN CONCRETE RIGHT-OF-WAY MARKER FOUND;

N 47° 13' 29" E FOR A DISTANCE OF 64.99 FEET (DEED CALL: N 52° 29' 00" E – 82.40 FEET, 206/555) TO A BROKEN CONCRETE RIGHT-OF-WAY MARKER FOUND;

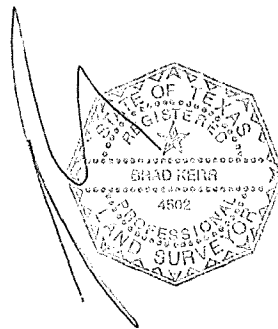
N 17° 51' 30" E FOR A DISTANCE OF 495.47 FEET (DEED CALL: N 19° 51' 00" E – 496.30 FEET, 206/555) TO A CONCRETE RIGHT-OF-WAY MARKER FOUND;

N 25° 22' 15" E FOR A DISTANCE OF 487.64 FEET (DEED CALL: N 27° 15' 00" E – 476.20 FEET, 206/555) TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET MARKING THE NORTH CORNER OF SAID REMAINDER OF 77.87 ACRE TRACT;

THENCE: S 34° 22' 04" E ALONG THE NORTHEAST LINE OF SAID REMAINDER OF 77.87 ACRE TRACT, AT 2.58 FEET PASS A CHAIN LINK FENCE CORNER POST FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 2170.17 FEET (DEED CALL: S 31° 30' 00" E – 2183.60 FEET, 206/555) TO THE POINT OF BEGINNING CONTAINING 139.416 ACRES AS MEASURED BY GRID DISTANCES, BEING 139.434 ACRES OF LAND (CALCULATED SURFACE) AS SURVEYED ON THE GROUND APRIL, 2017. SEE PLAT PREPARED APRIL, 2017, FOR MORE DESCRIPTIVE INFORMATION. DISTANCES SHOWN HEREIN ARE GRID DISTANCES. TO DETERMINE SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000128380 (CALCULATED USING GEOID12A).

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

\\JOBS\17-166\17-166.docx



PERFORMANCE AGREEMENT

This Performance Agreement (this "Agreement") is entered into by and between Hearne Economic Development Corporation & Hearne Community Development Corporation (the "EDC"), Section 4A & 4B corporations incorporated under the Development Corporation Act of 1979 (the "Act"), Brazos Bridge Wealth Partners, LLC, (Bradley E. Ely & Gerald Giesenschlag), (hereinafter collectively known as "BBWP").

RECITALS

EDC has determined that it is in the best interests of EDC and the City of Hearne, a Texas Home Rule City in Robertson County, Texas (the "City"), to facilitate BBWP's permanent Location of their business and improvements to BBWP's building into a BBWP Facility (lease and lease back) , at 304 & 306 Cedar Street within the City of Hearne as generally described on Exhibit "A" attached hereto. EDC has determined that the permanent location of this business within the city will provide significant economic benefits and will further economic development in the city. The economic benefits of BBWP to the City will include, without limitation, the proceeds received by the City from the ad valorem taxes levied upon the premises and equipment, including the relocation of the Franklin Office and staff to Hearne, adding to the growth of jobs in the City. In addition, this project provides ad valorem property tax to the City of Hearne and will enhance the esthetic appearance in downtown Hearne.

EDC and BBWP have agreed to enter into this Agreement in connection with BBWP's new facility to provide for certain incentives to BBWP and to further define certain obligations of the parties with respect to the new business and jobs. This Agreement is required pursuant to Section 40 of the Act.

AGREEMENT

I.

Performance Agreement

1. This Agreement serves as a performance agreement by the parties hereto.
2. BBWP agree that no later than December 31, 2025, BBWP will make all improvements and do all construction necessary to obtain a certificate of occupancy from the City of Hearne, Texas at its building located at 304 & 306 Cedar Street, Hearne, Texas.
3. BBWP hereby agrees to maintain BBWP operations in the City of Hearne for at least 3 years beginning on December 31, 2025.
4. BBWP agrees there will be a minimum of 2 new employees employed in the building at BBWP located within the corporate city limits of Hearne, Texas for up to 3 years from the date that it opens its operations on or before December 31, 2025
5. BBWP agrees there will be a minimum of 4 employees employed at the new facility until December 31, 2028.
6. BBWP agrees to average salaries of all employees shall be at least \$35,000.00.
7. BBWP agrees to keep the building and contents insured in the amount comparable with the value of the buildings for the structure and contents.

8. BBWP agrees that if BBWP owns the real property in this agreement or at any time, BBWP is in non-compliance with the terms of this Performance Agreement that a lien for any remaining amount owed may be placed on the building at 304 & 306 Cedar Street, Hearne, Texas.
9. BBWP agrees to provide a copy of the Certificate of Occupancy to HCDH no later than December 31, 2025.
10. BBWP must meet all requirements as listed in Scheduled with Due Dates (Exhibit C). Failure to meet due dates will result in non-compliance of Performance Agreement.

II.

Benefit

In consideration of BBWP 's agreement to satisfy the above-mentioned performance agreement, EDC hereby agrees to grant BBWP the following benefits:

1. EDC will provide funding in the total amount of \$50,000 for capital improvements to the building. Funding to be provided as projects are completed and the boards have received paid invoices for the capital improvements. EDC will withhold 10% or \$5,000.00 until the project is completed and inspected by EDC.
2. The total benefit shall be reduced by 1/3rd pro rata each year BBWP is in compliance with this agreement.

The above Benefit shall be paid directly to BBWP once the capital improvement is completed, and a paid invoice is received. BBWP will submit to EDC an Employment Certification substantially in the form attached hereto as Exhibit B.

III.

PENALTY

In the event that BBWP (i) fails to repair the building and open the business, or (ii) BBWP otherwise fails to comply with its obligations pursuant to this Agreement including its employment obligations, and such failure is not cured within 30 days of written notice thereof from EDC to BBWP then in any such event, BBWP shall no longer be eligible to receive the Benefit and shall immediately refund to EDC the full amount of the Benefit it has received to date. For the purposes of this agreement the benefit to BBWP shall be valued at \$50,000.00. The penalty shall be reduced by 1/3 pro rata per year annually if BBWP are in compliance with this agreement.

IV.

MISCELLANEOUS

Representations and Warranties. This Agreement is being entered into pursuant to Section 40 of the Act. EDC hereby represents and warrants to BBWP this Agreement is within its authority and that EDC has been duly authorized and empowered to enter into this Agreement. BBWP represents and warrants to EDC that this Agreement is within its authority and that BBWP has been duly authorized and empowered to enter into this Agreement. BBWP acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

Mutual Assistance. EDC and BBWP will each do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement.

Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties. Neither party hereto may assign this Agreement without the prior written consent of the other party hereto.

Payment of Debt or Delinquency to the Local or State Government. BBWP agrees that any payments owing to BBWP under an agreement with the City of Hearne may be applied directly toward any debt or delinquency that BBWP owes the State of Texas, Robertson County, the City of Hearne or any other political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Severability. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be given the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

Governing Law. This Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the State of Texas, and shall be performable with venue in Robertson County, Texas.

Fourth Party Beneficiaries. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a Fourth party beneficiary.

Amendments. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

Time. Time is of the essence in the performance of this Agreement.

Attorney's Fees. Should any party employ attorneys to enforce any of the provisions hereof, the party losing in any final judgment agrees to pay the prevailing party all reasonable costs, charges, and expenses, including reasonable attorneys' fees, expended, or incurred in connection therewith.

Notice and Payments. All notices hereunder must be in writing and shall be deemed delivered on the day personally delivered on the Fourth day from the day sent by registered mail or certified mail, return receipt requested with the U.S. Postal Service, or on the day after the day sent by national overnight courier, to the parties at the following addresses, or at such other addresses as shall be specified by notice.

If notice to EDC:
Hearne Community Development Corporation

Attention: President
P. O. Box 304
Hearne, Texas 77859

With copy to:

City Manager
City of Hearne
209 Cedar Street
Hearne, Texas 77859

If notice to BBWP

Brazos Bridge Wealth Partners, LLC
Bradley E. Ely/Gerald Giesnschlag
304 Cedar Street
Hearne, Texas 77859

With copy to:

All payments to EDC required under this agreement shall be made to:

EDC
Attention: President
P. O. Box 304
Hearne, Texas 77859

Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one Agreement.

Performance. Performance by EDC under the Agreement is dependent upon the approval of the City Council of the City of Hearne (Council). If the Council fails to approve this Agreement, then EDC shall issue written notice to BBWP and EDC may terminate the Agreement without further duty or obligation hereunder. BBWP acknowledges that the approval of this document is beyond the control of EDC.

Undocumented Workers. Pursuant to Chapter 2264 of the Texas Government Code, BBWP certifies that it will not knowingly employ any undocumented workers. BBWP further agrees that if the business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), BBWP shall repay the amount of the public subsidy with interest, at the rate of ten percent (10%) per annum from the date this agreement is entered into, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the business of the violation.

DATED this _____ day of _____, 2025

Brazos Bridge Wealth Partners LLC

By: _____

Name: Bradley E. Ely

Title: Managing Partner

By: _____

Name: Gerald Giesenschlag

Title: Managing Partner

HEARNE ECONOMIC DEVELOPMENT CORPORATION-Type A

A Texas Economic Development Corporation

By: _____

Name: Emmett Aguirre

Title: President

HEARNE COMMUNITY DEVELOPMENT CORPORATION-Type B

A Texas Economic Development Corporation

By: _____

Name: Virgil Blankenship

Title: President

STATE OF TEXAS,

COUNTY OF ROBERTSON.

BEFORE ME, the undersigned authority, on this day personally appeared Bradley E. Ely and Gerald Giesenschlag, known to me to be the person whose name is subscribed to the foregoing instrument and sworn and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the business.

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

Notary Public in and for
The State of Texas

STATE OF TEXAS,

COUNTY OF ROBERTSON.

BEFORE ME, the undersigned authority, on this day personally appeared Emmett Aguirre, President of the Hearne Economic Development Corporation Type A corporation incorporated under the Development Corporation Act of 1979, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated and as the act and deed of the Hearne Economic Development Corporation Type A.

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

Notary Public in and for
The State of Texas

STATE OF TEXAS,

COUNTY OF ROBERTSON.

BEFORE ME, the undersigned authority, on this day personally appeared Virgil Blankenship, President of the Hearne Community Development Corporation Type B corporation incorporated under the Development Corporation Act of 1979, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated and as the act and deed of the Hearne Community Development Corporation Type B.

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

Notary Public in and for
The State of Texas

EXHIBIT A

BBWP'S HEARNE LOCATION

304 & 306 Cedar Street Hearne Texas

EXHIBIT B

FORM OF EMPLOYMENT CERTIFICATION

EDC
Attention: President
P. O. Box 304
Hearne, Texas 77859

Re: PERFORMANCE AGREEMENT BETWEEN THE EDC AND BBWP

EMPLOYMENT CERTIFICATION

This Employment Certification is being delivered by BBWP in connection with the Performance Agreement between the EDC and BBWP _____, 2026 (the "Agreement"). All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

The undersigned authorized officers of BBWP hereby certify to the City that as of the date below, BBWP has 2 full time employees, within the building, and retains 2 full-time employees, within the building. As provided in the Agreement, the term "Employees" means full-time employees who perform a regular work schedule of at least thirty-five (35) hours per week.

The undersigned hereby certifies that I am a duly authorized representative of BBWP and am duly authorized to execute this Employment Certification.

BBWP

By: _____ or, By _____
Bradley E. Ely Gerald Giesenschlag

STATE OF TEXAS)
)
COUNTY OF ROBERTSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, Authorized authority of BBWP.

Notary Public

EXHIBIT C

SCHEDULED EVENTS WITH DUE DATES (Exhibit C)

DATE	EVENT	YR 1 DUE DATE	RECEIVED BY BOARD	YR 2 DUE DATE	RECEIVED BY BOARD	YR 3 DUE DATE	RECEIVED BY BOARD
12/31/2025	OCCUPANCY PERMIT	12/31/2025					
12/31/2025	INSURANCE POLICY DUE	12/31/2025		Upon Renewal		Upon Renewal	
12/31/2025	SALES TAX PERMIT (IF APPLICABLE)	12/31/2025		12/31/2026		12/31/2027	
N/A	EMPLOYMENT RECORD 1 EMPLOYEE	N/A		N/A		N/A	
12/31/2025	EMPLOYMENT RECORD 2 EMPLOYEES	12/31/2025		12/31/2026		12/31/2027	
12/31/2026	EMPLOYMENT RECORD 4 EMPLOYEES	N/A		12/31/2026		12/31/2027	
Approval Date							
	MAINTAIN OPERATIONS THREE YEARS						
	NO GAMBLING MACHINES						
	NON COMPLIANCE LIEN CAN BE PLACED						
	CAPITOL INVESTMENT OF \$						

RESOLUTION No. _____ Regarding Civil Rights -

The CITY OF HEARNE, Texas

Whereas, the CITY OF HEARNE, Texas, (hereinafter referred to as "CITY OF HEARNE") has been awarded under the U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program from the Texas General Land Office (hereinafter referred to as "GLO");

Whereas, the CITY OF HEARNE, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the CITY OF HEARNE, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the CITY OF HEARNE, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG project area;

Whereas, the CITY OF HEARNE, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the CITY OF HEARNE, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the CITY OF HEARNE, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the CDBG contract, to affirmatively further fair housing;

Whereas, the CITY OF HEARNE, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HEARNE, TEXAS, that the CITY OF HEARNE ADOPTS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures;
2. Excessive Force Policy;
3. Section 504 Policy and Grievance Procedures;

Passed and approved this _____ day of _____, 2025.

Ruben Gomez, Mayor
CITY OF HEARNE

Date

CITIZEN PARTICIPATION PLAN

THE CITY OF HEARNE

REGARDING THE USE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Citizen Participation Plan was prepared in accordance with Section 104(a) of the Housing and Community Development Act of 1974, as amended. The 24 CFR 91.105 federal regulations outline the "citizen participation" requirements.

The plan is to be used to address citizen participation in the Community Development Block Grant (CDBG) Program. With receipt of HOME Investment Partnerships (HOME) Program funds, the program will be included under this Citizen Participation Plan.

The Citizen Participation Plan (CPP) sets forth policies and procedures for citizen participation in the development of project specific applications and substantial amendments to these projects with funding.

CERTIFICATION OF COMPLIANCE

The CITY OF HEARNE is certifying to the U. S. Department of Housing and Urban Development (HUD) and State Agencies administering HUD programs that they have an approved Citizen Participation Plan, which:

- provides for and encourages citizen participation with emphasis on participation by persons who are residents of slum and blighted areas, by residents in low- and moderate-income neighborhoods, or targeted revitalization areas.
- provides for and encourages citizen participation of residents of public and assisted housing developments, as well as provides information to the public housing authorities within our jurisdiction activities related to these programs.
- provides for and encourages citizen participation of persons with disabilities as well as provides documents in a format accessible to persons with disabilities, upon request.
- provides for and encourages citizen participation of all citizens, including minorities and non-English speaking persons, and identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.
- provides citizens with reasonable and timely notification and access to local meetings, information, and records relating to the CITY OF HEARNE's proposed and actual use of federal Community Development Block Grant funds.
- provides for public hearings and/or public postings to obtain citizen views; to respond to proposals and questions at all stages of the community development program, including at least the development of needs; and the review of proposed activities, and review of program annual performance. If hearings are held, they shall be after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the disabled; and,
- provides for a timely written response to written complaints and grievances where applicable.

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the CDBG project, such citizens should have 'meaningful access' to all aspects of the CDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities. For more information, see LEP.gov.

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of HUD's CDBG Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the CITY OF HEARNE, 209 Cedar Street, Hearne, TX 77859, 979-279-3461, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG program.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG project, whether it is a proposed, ongoing, or completed CDBG project, may during regular business hours submit such complaint or grievance, in writing to the CITY OF HEARNE Civil Rights Officer, at 209 Cedar Street, Hearne, TX 77859 or may call 979-279-3461.
2. A copy of the complaint or grievance shall be transmitted by the Civil Rights Officer to the person/division that is the subject of the complaint or grievance and to the Mayor within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor or their representative shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within fifteen (15) days. The response may be a time extension to further review the complaint or grievance.
4. If the investigation cannot be completed within fifteen (15) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within twenty (20) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG Program Manager for their further review and comment.

If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the CITY OF HEARNE shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG funds. The CITY OF HEARNE, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH AND INVOLVEMENT

Citizens will be provided reasonable advance notice of, and opportunity to comment on proposed activities in an application to the state and for grants already made regarding activities which are proposed to be added, deleted, or substantially changed from the entity's application to the state. The public outreach and notification will be accomplished through one or more of the following methods:

- a) Publication of notice in a local newspaper—a published newspaper article may also be used so long as it provides sufficient information regarding program activities and relevant dates.
- b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
- c) Posting of notice on the local entity website (if available).
- d) Public Hearing; or
- e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods: Certified mail, Electronic mail or fax, First class (regular mail), Personal delivery (e.g., at a Council of Governments meeting).

These details will be included in the Public Comment Version of the Application, prior to submission.

Citizens, with emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals.

PUBLIC COMMENT PROVISIONS AS REQUIRED BY CERTAIN STATE AGENCIES IN THE ADMINISTRATION OF FEDERAL PROGRAMS

When public notice is the sole required notification process for the submission of an application from a State agency, the following provisions shall be observed the CITY OF HEARNE

A copy of a substantially complete application will be made available to allow for 14 days of public comment, but are not limited to:

1. The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and any anticipated program income).
2. The range of activities that may be undertaken with the CDBG funds.

3. The estimated amount of the CDBG- funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate- income persons.
4. The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under § 570.488.
5. The development of housing and community development needs

When a public hearing is required for submission of an application from a State agency, the following provisions shall be observed by the CITY OF HEARNE:

1. As stated in the COVID-19 Disaster Declaration Proclamation dated March 13th, 2020; public hearings may be held virtually or in person, pursuant to Section 418.017 of the code; "authorization to use all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster." Public notice of all hearings must be posted at least seventy-two (72) hours prior to the scheduled hearing.
2. When a significant number of non-English speaking residents are a part of the potential service area of the CDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens. An interpreter should be present to accommodate the needs of the non-English speaking residents at all public hearing where applicable.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the CITY OF HEARNE must plan for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing, when required by a Federal Program, shall be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. If the agency requires a public hearing for submission, then a public notice shall be posted at and the community's website notifying the public of the project selected at least 5 days prior to the submission of the application.

The CITY OF HEARNE shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Ruben Gomez, Mayor

Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the *CITY OF HEARNE* hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of CITY OF HEARNE to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of CITY OF HEARNE to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. CITY OF HEARNE will introduce and pass a resolution adopting this policy.

As officers and representatives of CITY OF HEARNE, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Ruben Gomez, Mayor

Date

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), CITY OF HEARNE hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. CITY OF HEARNE does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. CITY OF HEARNE's recruitment materials or publications shall include a statement of this policy in 1. above.
4. CITY OF HEARNE shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG program, CITY OF HEARNE shall ensure that they are provided with the information necessary to understand and participate in the CDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for CITY OF HEARNE to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to: **Ruben Gomez, Mayor, 979-279-3461, 209 Cedar Street, Hearne, TX 77859**, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by **Ruben Gomez, Mayor**. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by **Ruben Gomez, Mayor**, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the CITY OF HEARNE relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the CITY OF HEARNE within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the CITY OF HEARNE complies with Section 504 and HUD regulations.

Ruben Gomez/Mayor

Date