CITY OF OLMOS PARK

120 WEST EL PRADO DRIVE
OLMOS PARK, TEXAS 78212
(210) 824-3281

ECONOMIC DEVELOPMENT CORPORATION
MEETING AGENDA

Notice is hereby given that the Economic Development Corporation for the City of Olmos Park, Texas will hold a meeting, open to the public, at Olmos Park City Hall at 120 W. El Prado Drive in Olmos Park, Texas on Wednesday, May 6, 2026 at 6:00 PM where the following items will be discussed:

CALL MEETING TO ORDER

1. Roll Call

CITIZENS TO BE HEARD

Citizens wishing to address the Economic Development Corporation for items not on the agenda will be received at this time. All members of the public wishing to speak during Citizens to be Heard must sign-up to speak prior to the start of the meeting. In accordance with the Texas Open Meetings Act, no action can or will be taken on issues raised under this portion of the meeting. Please state your name and address for the record and limit your remarks to a period not to exceed three minutes. All remarks shall be addressed to the Economic Development Corporation as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Economic Development Corporation may be requested to leave the meeting.

REGULAR AGENDA

2. Discussion and possible action on the minutes from the April 14, 2026 EDC meeting

3. Presentation thanking Travis Block for his service on the Olmos Park Economic Development Corporation

4. Discussion and possible action to appoint a Treasurer for the Olmos Park Economic Development Corporation

5. Discussion and update on the McCullough Beautification

6. Discussion and possible action on OPEDC Resolution 2026-05-06-06 regarding HdL Companies and Budget Amendment

7. Discussion and possible action on the recurring EDC meeting date

FINANCIALS

8. EDC Financials through April 2026

ADJOURN

CERTIFICATE OF NOTICE

I hereby certify that the above Notice of Meeting was posted on the bulletin board at Olmos Park City Hall and to the City website at www.olmospark.org at 5:00 PM on April 30, 2026.

____

Irma Duran
City Secretary

The Economic Development Corporation reserves the right to adjourn into executive session at any time to discuss any of the matters listed on the agenda as authorized by the Texas Government Code §551.071, Consultation with Attorney, §551.072, Deliberations about Real Property, §551.073, Deliberations about Gifts and Donations, §551.074, Personnel Matters, §551.076, Deliberations about Security Devices. Action, if any, will be taken in open session.

OLMOS PARK ECONOMIC DEVELOPMENT CORPORATION
MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS
HELD ON April 14, 2026

The Board of Directors of the Olmos Park Economic Development Corporation met on Tuesday, April 14, 2026, at 6:00 p.m. at City Hall in the City of Olmos Park at 120 West El Prado Drive, Olmos Park, Texas to consider the following agenda:

1. Call meeting to order and determination of quorum.

   Present Members: Dr. Kenneth Kirlin, Travis Block, Ashley Glotzer, and Christopher Smithson

   Also Present: City Manager Ashley Maus, City Secretary Irma Duran

   President Kirlin called the meeting to order at 6:00 p.m.

   Citizens to be Heard

   There were no citizens to be heard.

2. Discussion and possible action to approve the minutes from the March 10, 2026 OPEDC meeting

   President Kirlin noted a correction to attendance. Full attendance was recorded, but two members were not present.

   Travis Block moved to approve the minutes from the March 10, 2026 OPEDC meeting as amended. Christopher Smithson seconded the motion. The motion passed with 4 in favor and 0 against.

3. Discussion and possible action regarding a Consulting Services Agreement between HdL Companies and the OPEDC

   City Manager Maus provided an update on the draft agreement included in the meeting packet. She noted that the agreement was not yet being presented for City Council approval due to the limited time between the OPEDC meeting and the City Council meeting. However, she requested direction regarding the method of payment for the commission to HdL related to property tax recovery.

   President Kirlin inquired about the frequency of the commission payments. City Manager Maus explained that the commission would be equal to 30 percent of the sales tax recovered for a period of two years. President Kirlin expressed his preference that the City be responsible for payment of the commission, as the City would be the direct recipient of the recovered sales tax.

   City Manager Maus stated that she would present the matter to the City Council and inquire whether there would be any concerns from Council regarding the OPEDC's willingness to pay its proportionate share, which would be one-sixth of the total amount.

The item would be presented at the April 15, 2026, City Council meeting. If approved, the item would then return to both the May OPEDC meeting and a subsequent City Council meeting for consideration and execution of a resolution and the associated agreement.

4. Discussion and possible action on the recurring EDC meeting date

   City Manager Maus summarized the most favored alternative for changing the recurring meeting dates, noting that the City Attorney is unable to attend Tuesday meetings. Based on a survey of the Board, the first and second Wednesdays emerged as the preferred options. She explained that if the OPEDC were to move its meetings to the second Wednesday, they would be held immediately following the Board of Adjustment meeting. Staff expressed a preference for the second Wednesday, as it would allow for one week without agenda postings.

   President Kirlin asked whether the matter needed to be resolved at the current meeting or if it could be deferred until a full dais was present. City Manager Maus explained that the board had responded with their preferences prior to the meeting.

   Member Glotzer expressed her preference for the first Wednesday due to various conflicts.

   Christopher Smithson made a motion to move the OPEDC meetings to the first Wednesday of the month. Kenneth Kirlin seconded the motion. The motion passed with 4 in favor and 0 against.

   Member Glotzer came back to the item prior to adjourning to request an amendment to the motion.

   Ashley Glotzer made a motion to make the move to the first Wednesday of the month temporarily for the month of May. Christopher Smithson seconded the motion. The motion passed with 4 in favor and 0 against.

5. Update, discussion and possible action about membership on a subcommittee to review the substantive Chapter 40 Zoning amendments.

   City Manager Maus presented the background information regarding the proposed zoning amendments and outlined the structure of the associated subcommittee. She requested that any OPEDC members interested in participating notify her prior to the May City Council meeting.

   Member Smithson expressed interest in serving on the subcommittee but noted concern regarding his lack of zoning expertise. City Manager Maus clarified that prior zoning knowledge was not required, as City staff and the City Planner would provide the subcommittee with all necessary information and guidance.

   President Kirlin stated he was interested and requested that staff email the OPEDC members to formally solicit interest in participating on the subcommittee.

6. Discussion and possible action on the quarterly investment report for Q2 of Fiscal Year 2025-2026

   City Manager Maus stated that the reports going forward would be in the packets. In the last couple months, over $3,000 in interest was accrued.

Financials

7. Discussion and possible action on the EDC Financials through March 31, 2026
   Travis Block presented and stated that OPEDC was well ahead of the planned budget in terms of revenue. $150,000 of revenue was budgeted for fiscal year 2026 and the budget exceeded $100,000 in revenue.

Adjourn meeting

There being no further business, the meeting was adjourned at 6:23 p.m.

Minutes approved on the _______ day of __________________, 2026.

Kenneth Kirlin, President

Irma Duran, City Secretary

RESOLUTION NO. 2026-05-06-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OLMOS PARK ECONOMIC DEVELOPMENT CORPORATION ("OPEDC") APPROVING THE AGREEMENT WITH HDL COMPANIES; AND AUTHORIZING THE BOARD PRESIDENT OR HIS DESIGNEE TO ACT ON BEHALF OF THE EDC ON ALL MATTERS THERETO AND RELATED TO THE CONSULTING SERVICES AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Olmos Park Economic Development Corporation ("OPEDC") is a Type B Economic Development Corporation duly established and operating under Texas Local Government Code, Chapter 501 and 505, *et seq* amended, known as the Development Corporation Act of 1979 (the "ACT"); and

WHEREAS, the OPEDC finds it necessary to hire a company that can assist them in maximizing revenue and supporting strategic finance objectives; and

WHEREAS, the Board of Directors determined HDL Companies is a highly qualified provider based on competence and qualifications and negotiated a fair and reasonable price which meets the qualifications for providing the necessary services; and

WHEREAS, the Board of Directors hereby finds that it is in the best interest of the City to approve a new Consulting Services Agreement by and between HDL Companies and the Olmos Park Economic Development Corporation, for the purpose of assisting the EDC in maximizing revenue and supporting strategic finance objectives.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE OLMOS PARK ECONOMIC DEVELOPMENT CORPORATION THAT:

Section 1. The Board of Directors hereby approves and accepts the Consulting Services Agreement as set out in **Exhibit "A"**.

Section 2. The Board President, or his designee, is hereby authorized to execute the Consulting Services Agreement, on behalf of the EDC, and such other documents and instruments reasonably necessary to conclude the transaction.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution was adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

Approved and adopted, this the _______ day of ___________, 2026.

CITY OF OLMOS PARK, TEXAS

____
Kenneth Kirlin, President

ATTEST:

____
Irma Iris Duran de Rodriguez, OPEDC Secretary

Exhibit A
Consulting Services Agreement

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made by and between HdL COMPANIES, whose mailing address is 9821 Katy Freeway, Suite 440, Houston, TX 77024, hereinafter referred to as "HDL" and the CITY OF OLMOS PARK ECONOMIC DEVELOPMENT CORPORTATION, whose mailing address is 120 West El Prado Drive, Olmos Park, Texas 78212, hereinafter referred to as "CLIENT."

WHEREAS, CLIENT desires to engage HDL, as an independent contractor, to provide CLIENT consulting services related to its sales and use tax and;

WHEREAS, HDL desires to consult with CLIENT to assist CLIENT with its sales and use collections;

NOW, THEREFORE, it is agreed as follows:

1. **Term**. The respective duties and obligations of the Agreement parties shall be for a period of twelve (12) months, commencing on May 1, 2026 (Commencement Date). The Agreement automatically renews in twelve (12) month increments unless terminated in accordance with Section 10. Notifications by either party shall be according to Section 12 F.

2. **Consulting Services**. HDL will provide consulting services as defined in Exhibit I and will include audit/recovery and reports.

A. **Sales Tax Administration**. HDL will provide Sales Tax Administration consulting and reporting services as defined in Exhibit I beginning on the Commencement Date.

B. **Economic Development.** HDL will provide Economic Development consulting and reporting services as defined in Exhibit I beginning on the Commencement Date.

C. **Incorrectly Received Tax Research Services Authorization.** HDL's Consulting Services have the potential to identify businesses which have reported, are reporting, or could report significant sales or use tax in error to CLIENT. Identification and correction of incorrectly reported tax could lead to CLIENT returning incorrectly received tax. CLIENT (authorizes _________) (does not authorize_________) HDL to conduct incorrectly received tax research. With authorization to conduct incorrectly received tax research HDL will initiate corrective actions without prior consultation with CLIENT and will keep CLIENT informed of any potential repayments.

D. **Additional Services.** CLIENT may request HDL provide additional consulting services at any time during the term of the Agreement. If CLIENT and HDL mutually agree on the scope of the additional consulting, then HDL will provide those services on a Time and Materials basis, or otherwise, as the parties agree. Hourly rates will vary depending on the scope and structure of the work and the personnel required. Any additional consulting services shall be agreed in writing by the parties prior to any services being performed. HDL will invoice monthly any fees and expenses for additional consultation services.

3. Fees.

A. Reports and Consultation Fee An annual reports and consultation fee of six thousand one hundred dollars ($6,100.00) is due and payable for the twelve (12) month period of the agreement. The fee is broken out into sales tax reporting and consultation at three thousand six hundred dollars ($3,600.00); and Economic Development at two thousand five hundred dollars ($2,500.00). The reports and consultation fee of six thousand one hundred dollars ($6,100.00) is due and payable on the Commencement date of the agreement and at the beginning of each subsequent twelve (12) month period of the Agreement.

B. CPI Adjustment. Fees may be increased as of the renewal date for the Sales Tax Administration Services each contract year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPIU), South Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, 2 then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

4. Commission Fee. HDL is due a commission fee only if HDL work or recommendations made during the term of this Agreement, or any extensions thereof, resulted in Recovered, Future, or Increased Taxes actually being received by CLIENT. Any commissions earned during the Agreement or extensions thereof survive termination of the Agreement and CLIENT's commission fee obligations remain until completed.

A. Definitions.

(1) **Recovered Taxes.** Recovered Taxes are taxes incorrectly paid to another jurisdiction which are, as a result of HDL recommendations or work, subsequently re-allocated to CLIENT; or are taxes that were not collected and paid to CLIENT for historical periods but are subsequently paid as a result of HDL recommendations or work.

(2) **Future Taxes.** Future Taxes are taxes received by CLIENT as a result of HDL finding and fixing errors which result in taxes received forward from the error correction.

(a) An error correction can result in both Recovered Taxes and Future Taxes.

(3) **Increased Taxes.** Increased Taxes are taxes received by CLIENT as a result of HDL finding and fixing errors which result in an increase in taxes received above historic levels from the point of error correction.

B. Commission Fees. Commission fees are calculated based on the sales and use tax specific businesses or individuals reported to the Texas Comptroller of Public Accounts

(TCPA) and were allocated to CLIENT and are documented by data and reports received from the TCPA.

(1) **Recovered Taxes Commission.** HDL is due a commission of thirty percent (30%) of Recovered Taxes.

(2) **Future Taxes Commission.** HDL is due a commission of thirty percent (30%) of Future Taxes received by the CLIENT for a period of twenty-four (24) months, which period begins upon CLIENT's first receipt of the correct Future Taxes.

(3) **Increased Taxes Commission.** HDL is due a commission of thirty percent (30%) of Increased Taxes received by the CLIENT for a period of twenty-four (24) months, which period begins upon CLIENT's first receipt of the correct Increased Taxes.

C. Commission Fees Determinations. Commissions fees due are determined and invoiced on an Agreement quarter basis.

D. Commission Refund. If HDL received commissions based on Taxes that are subsequently found to have been incorrectly paid to CLIENT and which Taxes are subsequently re-allocated from CLIENT or CLIENT is required to return those taxes to the TCPA, HDL will to return to or credit to CLIENT any commissions related to those taxes. HDL and CLIENT agree to negotiate a mutually agreeable commission repayment schedule on a case-by-case basis.

E. Cooperation after Termination. CLIENT agrees to cooperate and to provide HDL necessary authorizations or provide HDL access to reports or information necessary to allow HDL to calculate its commission fees for the Recovered Taxes, Future Taxes, and/or Increased Taxes until such time as CLIENT's obligations for those are complete.

5. Expenses. Expenses incurred by HDL in providing services in Exhibit I are the responsibility of HDL. If approved in advance in writing by CLIENT, HDL shall be reimbursed for any expenses, including travel, incurred by HDL beyond the scope of services included in Exhibit I. HDL shall invoice those expenses quarterly and they are due on receipt of invoice.

6. Client Obligations.

A. Authorizations.

(1) **Information.** CLIENT authorizes HDL to request, receive and discuss tax information, whether or not confidential, related to CLIENT from the Texas Comptroller of Public Accounts (TCPA) officials, from County or other appraisal district officials and any other individuals or parties who are or may be obligated to collect sales and use tax on behalf of CLIENT. CLIENT authorizes HDL to initiate, request and to represent CLIENT in any discussions or reviews with parties obligated to collect sales and use

tax on behalf of CLIENT but in no circumstance may these actions be construed to be, or HDL represent that HDL is an employee of CLIENT. CLIENT agrees and understands that the Texas Comptroller of Public Accounts has the exclusive authority and responsibility to administer and collect sales and use taxes on behalf of CLIENT and agrees that in retaining HDL, CLIENT is not delegating any of its responsibilities or authority to administer and enforce its sales and use taxes.

(2) **Transmission of Confidential Information.** CLIENT will designate a person or location (CONTACT POINT) to whom or which HDL is authorized to transmit CLIENT specific reports and information, some of which may be confidential. CLIENT acknowledges that on receipt of any confidential information from HDL, CLIENT assumes responsibility for assuring compliance with Section 9A. CLIENT will designate who is authorized to establish and/or change the CONTACT POINT and will communicate it or any change in CONTACT POINT in writing to HDL.

B. Map. CLIENT will provide HDL a detailed map of CLIENT's jurisdiction boundaries and its sales tax boundaries, if different from its jurisdiction boundaries. If CLIENT cannot provide a detailed map HDL will arrange for one to be made and the costs for the map will be billed to CLIENT.

C. Coordination. CLIENT will designate a person to serve as the coordination point for CLIENT with HDL for sales/use tax issues related to CLIENT and who will be available to discuss with and provide HDL information, in a timely manner, to resolve questions related to CLIENT's jurisdiction boundaries. CLIENT agrees HDL will be the principal communications point related to sales tax between CLIENT and the TCPA and businesses and agrees to refer all contacts from the TCPA or businesses related to sales tax to HDL.

D. Boundary Changes. CLIENT will promptly notify HDL of any annexations or de-annexations of its territory or of any other jurisdiction boundary changes during the term of this Agreement.

7. Copyrights and License. HDL retains all the rights, title, and interest in to the processes, procedures, software, ideas, and know-how, whether patentable, copyrightable, or proprietary that HDL may develop or utilize in performing services for CLIENT. HDL grants CLIENT a non-exclusive license to reproduce for CLIENT's sole internal use and benefit any copyrighted materials provided by HDL to CLIENT under the Agreement as long as the copyright mark and any confidentiality notices, if applicable, are not removed in the copying process.

8. Data Source and Accuracy. In performing services under this Agreement HDL will rely on data and information from the Texas Comptroller of Public Accounts (TCPA) and potentially other public and private sources. In relying on such data and information HDL will exercise reasonable due diligence as to its accuracy; however HDL makes no warranties or representations as to its accuracy.

9. Parties Document Retention and Confidentiality Obligations. HDL, its principals, employees, agents, contractors and associates agree to maintain confidential, for a period of 5 years or any other period as required by statute, any information marked or designated as confidential by CLIENT or received for CLIENT'S benefit, and agree to destroy, at the written request of the CLIENT, all such documents and any other documents obtained by HDL on CLIENT's behalf, whether or not confidential, within 30 days of termination of this Agreement. CLIENT, its officers, employees, associates, agents, or contractors agree, except as required by the Texas Open Records Act or other legal process, to maintain confidential any HDL contacts disclosed to CLIENT, any proprietary analytical methods, procedures, or any software disclosed to and/or used on behalf of CLIENT.

A. CLIENT and HDL acknowledge certain data received from the TCPA and utilized by HDL in providing services under this Agreement is made confidential by Texas Tax Code, ¶ 321.3022, 322.2022, 323.2022, as applicable, and may be used only for the purpose of economic forecasting and internal audit. Unauthorized distribution or disclosure of confidential information by an individual or employee of a company or an officer or employee of a government agency is punishable by six (6) months in jail and a $1,000 fine (Texas Government Code ¶ 552.352). CLIENT agrees any confidential information provided CLIENT by HDL will be maintained confidential and will not be utilized in any manner inconsistent with the law. HDL agrees it will not use confidential information in any manner other than for providing services to CLIENT for CLIENT's internal audit and economic forecasting.

10. Termination. This Agreement may be terminated during its initial term by CLIENT if HDL is or has not fulfilled its obligations in Exhibit I, has been notified in writing HDL is in material breach of the Agreement and HDL has not corrected the breach within 30 days of notice. This Agreement may be terminated after the initial twelve (12) month term by either party by giving ninety (90) days' written notice to the other party at the address above or at an address chosen subsequent to the execution of this Agreement and communicated in writing. If CLIENT terminates this Agreement before a term's expiration, HDL will not refund any reports and consultation fee paid to HDL. If HDL terminates this Agreement prior to a term's expiration, HDL will return to CLIENT, pro-rata, the portion of the reports and consultation fee paid to HDL based upon the proportionate number of days remaining in the Agreement period for which the prior payment was due, but any payments due HDL as defined in Section 4 continue until fulfilled.

11. Dispute Resolution. If a dispute arises out of this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The fees for the mediation will be borne equally by the parties.

12. General Provisions.

A. Fee Payments. Fee payments are governed by Texas Government Code, Title 10, Subtitle F, Chapter 2251 - Payment for Goods and Services. All fees (retainer, report, or commissions) due to HDL will be paid out of CLIENT'S General Revenue Fund. HDL acknowledges funds for payment of service provided by HDL under the Agreement are provided for or approved by CLIENT only for its current fiscal year. HDL further acknowledges Texas Statutes prohibit obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. HDL further acknowledges and agrees HDL has no recourse against CLIENT for CLIENT's failure to appropriate funds for this agreement for any fiscal year other than the year in which the Agreement was executed. Should CLIENT fail to appropriate funds for payment of work in any fiscal year for which this Agreement applies, CLIENT must notify HDL in writing by the beginning of that fiscal year, and HDL may immediately terminate this Agreement without any recourse by CLIENT.

B. Non-Waiver. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its rights pursuant to the Texas Tort Claims Act or other applicable statute, law, rule, or regulation.

C. Assignment; No Third-Party Beneficiaries. This Agreement shall bind and benefit the Parties hereto. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and their legal successors and assigns and shall not be construed to confer any rights upon any third party. Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

D. Choice of Law and Venue. This Agreement shall be governed by and interpreted in accordance with laws of the State of Texas, without giving effect to any conflict-of-laws provisions. Venue shall be in the County of Texas in which CLIENT is located.

E. Insurance. HDL will maintain general business liability insurance of not less than $1,000,000 from an A+ or better carrier and will provide CLIENT a Certificate of Insurance on request.

F. Notices. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered, sent by facsimile or electronic mail with evidence of receipt, sent by reputable overnight courier with signature of recipient required or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to HDL to: HdL Companies
9821 Katy Freeway, Suite 440
Houston, Texas 77024
Attention: Richard Fletcher

If to CLIENT to: City of Olmos Park Economic Development Corporation
120 West El Prado Drive
Olmos Park, Texas 78212
Attention:

or to such other names or addresses as HDL or CLIENT, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section.

G. Counterparts. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of CLIENT and HDL. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.

13. Compliance With Texas Government Code Section 2271.002. As required by Section 2271.002 of the Texas Government Code, HDL hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the phrase "boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

14. Compliance With Texas Government Code Chapter 2252 Subchapter F. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization, HDL represents it is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code.

15. Compliance with Texas Government Code Section 2274. Pursuant to Section 2274 of the Texas Government Code, HDL hereby verifies it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

16. Compliance with Texas Government Code Section 2276. Pursuant to Section 2276 of the Texas Government Code, HDL hereby verifies that it does not boycott or will not boycott energy companies. "Boycott energy HDL" has the meaning provided in section 809.001 of the Texas Government Code.

17. Compliance with Texas Government Code 2252.908. Pursuant to Section 2252.908, Texas Government Code, the Form 1295 filing requirement applies to this Agreement and HDL shall furnish a Form 1295 to District.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the dates set forth below.

CITY OF OLMOS PARK ECONOMIC DEVELOPMENT CORPORATION

____

By:

Authorized Agent

Date:

HdL COMPANIES

____

By: Richard Fletcher

V.P. of Operations and Client Services

Date: March 16, 2026

Exhibit I

A. Sales/Use Tax Compliance Consulting Services

In providing CLIENT comprehensive sales/use tax review, compliance and recovery services HDL will:

Serve as the primary contact point for CLIENT with the TCPA and businesses collecting sales/use tax for benefit of CLIENT,

1. Provide coordination and information as appropriate with and to the TCPA and businesses in order for CLIENT to receive its correct sales/use tax payments,
2. Research and review businesses reporting sales tax to CLIENT to assure they should be and are collecting and paying sales tax appropriately to CLIENT,
3. Research new businesses established in CLIENT's locale and fix any not registered appropriately to collect sales tax for the CLIENT,
4. Develop the requisite information and work with certain out-of-jurisdiction services and sales providers to assure the appropriate tax is collected and reported for CLIENT,
5. Review monthly details of CLIENT's sales tax receipts and research any anomalies which could result in missing tax,
6. Provide CLIENT <u>monthly</u> a series of reports, individually or aggregated in a package, as listed below. HDL may from time-to-time include additional reports, modify reports, or eliminate reports.
    a. Monthly Sales Tax Graphic (MSTG)
    b. Sales Tax Payment Detail (STPD
    c. Sales Tax Snapshot (STS)
    d. Top 100 Taxpayers (TOP100)
    e. Top 30 Taxpayers (TOP 30)
    f. Monthly Variance (MVAR)
    g. Fiscal Year-to-Date Variance (FYTDVAR)
    h. Industry Segment Rank and Distribution (ISRD)
    i. Industry Segment Rank and Change (ISRC)
    j. Industry Segment Trend (IST)
    k. Telecom Sales Tax Graphic (TST)
    l. STAR Summary Package (all reports above in a pdf file)
    m. Taxpayer Payment History (TPH)
    n. NAICS Range Report (NRR)
    o. Sales Tax Forecast (STF)
    p. STAR Detail (all reports below in an Excel workbook)
        i. Major TPs Historic Rank
        ii. Major Juris TPs Rank
        iii. Juris Lrg. Co._Loc. Cross Ref
        iv. Top 100 TPs Rank
        v. NAICS Major TP Rank
        vi. NAICS Segments Analysis
7. Provide special reports and analyses of issues not included in the above reports but are within the scope of the Agreement,
8. Provide CLIENT's governing officials and management consultations as appropriate.

B. Economic Development Services

1. **RETAIL MARKET ANALYTICS REPORTS AND CONSULTATION – Delivered 1-2 times per year:**

   a. Consumer Demographic Profile – An HdL profile uses Synergos Technologies, Inc. (STI) PopStats database with over 1,200 variables with a bottom-up methodology to deliver the highest accuracy level and dependable demographic data. The side-by-side comparison helps users visualize consumer changes as the market size differs.

   b. Household Segmentation Profile – An HdL profile provides a deep understanding of consumer preferences, behaviors, and habits. Utilizing Personicx Lifestage database the report segments 70 household clusters into one of 21 Lifestage Groups and ranks the top 10 individual clusters allowing the user to identify the most concentrated groups with ease. The document includes links to the Personicx Online Guide, which provides an in-depth summary of each group and cluster.

   c. Employment Profile – An HdL profile provides insight on the employment market located within a specific trade area. The profile breaks down industry groups, as well as Occupational sectors, to allow an accurate evaluation of the daytime population and workforce for the defined region. Understanding the types of businesses and the types of workers that are positioned near key areas of interest can greatly influence decisions.

   d. Consumer Demand and Market Profile (GAP Analysis) – An HdL profile examines opportunity-surplus gaps across 31 retail segments and 40 major product and service lines to provide insight on potential opportunities within a defined market. The assessment evaluates the overall trade area, not just jurisdictional boundaries, making it a more useful tool to assist in development planning, recruitment strategies, and overall market analysis.

   e. Void Analysis – An HdL analysis provides trade area supply and demand (surplus and leakage) data for nearly 60 retail store and product categories to identify which goods and services are in demand in your trade area. Unlike traditional approaches that only look at which tenants are missing from the trade area, an HdL void analysis also scores your site against the typical location profile of thousands of potential brands. The tool enables quick evaluation opportunities to show prospects that a site presents a strong business opportunity. The void analysis also determines which co-tenants they co-locate with and whether your location is a logical fit for their network, which leads to more vibrant retail trade areas and an optimized sales tax base.

2. **COMMUNITY PROFILE—Updated annually.**

CITY OF OLMOS PARK
120 WEST EL PRADO DRIVE
OLMOS PARK, TEXAS 78212

May 1, 2026

The Honorable Kelly Hancock
Acting Texas Comptroller of Public Accounts
Post Office Box 13528, Capitol Station
Austin, Texas 78711-3528

Re: AUTHORIZATION TO RECEIVE INFORMATION
CITY OF OLMOS PARK

Dear Mr. Hancock:

Please be advised that the CITY (CITY) has retained HDL COMPANIES (HDL) to provide CITY administrative assistance related to its sales and use tax. CITY hereby authorizes HDL, its principals, employees, and associates, to discuss, request, and receive any data, reports, and information, including any that may be confidential, which CITY would normally be entitled to receive, and which are pertinent to CITY sales and use taxes. This authorization applies to the State of Texas Comptroller's Office and to any entities which collect taxes on behalf of CITY. This authorization is effective on the date of this notification and continues three hundred sixty-five (365) days from the date of this notification unless cancelled, in writing, by CITY.

Sincerely,

____
Signature

____
Printed Name

____
Title

Cc: HdL Companies

CITY OF OLMOS PARK
120 WEST EL PRADO DRIVE
OLMOS PARK, TEXAS 78212

May 1, 2026

Re: AUTHORIZATION TO RECEIVE INFORMATION
CITY OF OLMOS PARK

To whom it may concern:

Please be advised that the CITY (CITY) has retained HDL COMPANIES (HDL) to provide CITY administrative assistance related to its tax revenue. CITY hereby authorizes HDL, its principals, employees, and associates to discuss, request, and receive any data, reports, and information, including any that may be confidential, which CITY would normally be entitled to receive, and which are pertinent to CITY property or sales taxes. This authorization is effective on the date of this notification and continues until cancelled, in writing, by CITY.

Sincerely,

____
Signature

____
Printed Name

____
Title

Cc: HdL Companies

CITY OF OLMOS PARK
120 WEST EL PRADO DRIVE
OLMOS PARK, TEXAS 78212

May 1, 2026

HdL COMPANIES
9821 KATY FREEWAY, SUITE 440
HOUSTON, TX 77024

Re: CONTACT POINT FOR TRANSMITTAL OF INFORMATION

FISCAL YEAR: ______________________ (beginning month-ending month)

CITY OF OLMOS PARK (CLIENT) authorizes HdL COMPANIES (HDL) to transmit information, some of which may be confidential, to the following:

CONTACT POINT NAME OR DESCRIPTION: __________________________________
CONTACT POINT TITLE OR AFFILIATION: __________________________________
CONTACT E-MAIL ADDRESS: ____
CONTACT PHONE NUMBER: ____

CONTACT POINT NAME OR DESCRIPTION: __________________________________
CONTACT POINT TITLE OR AFFILIATION: __________________________________
CONTACT E-MAIL ADDRESS: ____
CONTACT PHONE NUMBER: ____

CONTACT POINT NAME OR DESCRIPTION: __________________________________
CONTACT POINT TITLE OR AFFILIATION: __________________________________
CONTACT E-MAIL ADDRESS: ____
CONTACT PHONE NUMBER: ____

CLIENT authorizes HDL to change CONTACT POINT only when directed in writing from:
NAME: ____
TITLE: ____
E-MAIL ADDRESS: ____
CONTACT PHONE NUMBER: ______________________________

Sincerely,

____
Signature

____
Printed Name

____
Title

***The CLIENT is responsible for notifying HdL of any changes to this authorization. All updated Contact Point Authorizations will supersede any prior versions.**