

**TRES LAURELS SPECIAL
IMPROVEMENT DISTRICT
AGENDA MATERIALS**

BOARD MEETING

September 16, 2021, 4 pm

AGENDA ITEM 2

**TRES LAURELS SPECIAL IMPROVEMENT DISTRICT
MAY 11, 2021**

**THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §**

The Board of Directors of Tres Laurels Special Improvement District (“District”) met in a regularly scheduled meeting, open to the public, via videoconference as a result of COVID-19 pandemic as authorized by Governor Greg Abbott’s Order allowing for such “virtual” meetings. Meeting was called to order at **4:05 p.m. on the 11TH day of May, 2021**, and the roll was called of the duly appointed members of the Board, to-wit:

Allen Hoover	Chairman
John York	Vice-Chairman
Sarah Thompson	Secretary
Cassidy Patterson	Director
Patrick Dudley	Director
Lawrence Elliott Goudge	Director
Terry Page	Director

and all were present except Terry Page to establish a quorum of the Board.

Also present at the meeting were Frank Garza, General Counsel, Daniel Ortiz, Brown & Ortiz and Gabriel Perez, Perez Consulting.

No citizens signed up to be heard.

- 2. DISCUSSION AND ACTION TO APPROVE MINUTES OF FEBRUARY 2, 2021.**
Mr. Frank Garza opened up this agenda item up for discussion. The Minutes from February 2, 2021 were presented and were approved by the Board.

Following review and discussion, upon a motion made by Vice-Chairman John York and seconded by Secretary Sarah Thompson, the Board voted unanimously to approve the Minutes of February 2, 2021.

- 3. DISCUSSION AND ACTION TO ELECTION ON MAY 1, 2021.**
Mr. Frank Garza opened this agenda item for discussion. Mr. Frank Garza provided the report on the May 2021 election results, which are as follows:

<u>PROPOSITION</u>	<u>FOR:</u>	<u>AGAINST:</u>
PROPOSITION A:	2	0
PROPOSITION B:	2	0
PROPOSITION C:	2	0

PROPOSITION D:	2	0
PROPOSITION E:	2	0
PROPOSITION F:	2	0
PROPOSITION G:	2	0
PROPOSITION H:	2	0
PROPOSITION I:	2	0
PROPOSITION J:	2	0
PROPOSITION K:	2	0

Following review and discussion, upon a motion made by Vice-Chairman John York and seconded by Secretary Sarah Thompson, the Board voted unanimously to approve the canvassing of the election of May 1, 2021.

4. **DISCUSSION ON STATUS OF FINANCING AGREEMENT.**

Mr. Frank Garza opened up this agenda item for discussion and he and Mr. Daniel Ortiz provided a background explanation. The Financing Agreement it is between the District and the Developer and in the past for limited purposes the County primarily to lay out which type of expenses are reimbursable and in what order they are reimbursed in as revenue comes in whether it be via taxes or bonds or bond proceeds. The County is a party to the agreement for very limited purposes only essentially to insulate themselves from any liability. The Bexar County is now not to be a party to Agreement. It is not required that the County be a party to this Agreement. Mr. Garza stated that there is two versions for the Board to consider. The one attached is with the County as a party but there is also another version without the County and he is seeking approval from the Board with or without the County. Mr. Daniel Ortiz also stated that not having the County be a party to the agreement will not affect the enforceability process.

Following review and discussion, upon a motion to made by Vice-Chairman John York and seconded by Secretary Sarah Thompson, the Board voted unanimously to approve the Financing Agreement with or without the County in substantial final form.

5. **DISCUSSION AND ACTION TO REQUEST AN ADVANCEMENT OF FUNDS TO PAY FOR INITIAL AMINISTRATIVE COSTS FOR THE DISTRICT.**

Mr. Frank Garza opened up this agenda item for discussion. It will be a few years before the District has enough revenue to be self-sufficient. The District can ask for an advancement from the developer in the amount ranging anywhere from \$25,000 to \$50,000 over the next couple of years so that the District can pay its bills for administrative costs. The developer will also earn interest on that advancement so Board approval is needed to request a \$25,000 advancement from developer.

Following review and discussion, upon a motion made by Vice-Chairman John York and seconded by Director Cassidy Patterson, the Board voted unanimously to approve the advancement of funds to pay for initial administrative costs for the District, in the amount of \$25,000.00 from Developer.

6. **DISCUSSION AND ACTION TO SELECT A FIRM TO REVIEW DEVELOPER SUBMITTALS.**

Mr. Frank Garza opened this agenda item for discussion. Mr. Frank Garza stated that when the developer is ready to submit their first submittal, the District needs someone in place to review those submittals because that's when the interest starts accruing per the Finance Agreement. The current company that reviews submittals for all the other seven (7) Districts is Perez Consulting which is very familiar with how they work and work very closely with Pape Dawson. Mr. Garza stated he recommends Perez Consulting for the Boards approval as the firm to review developer submittals for the District for public improvements.

Following review and discussion, upon a motion made by Vice-Chairman John York and seconded by Director Cassidy Patterson, the Board voted unanimously to approve the hiring of Perez Consulting and execute a contract to review the developer submittals.

7. **DISCUSSION AND ACTION REGARDING PURCHASING OF OFFICER LIABILITY INSURANCE COVERAGE FOR BOARD OF DIRECTORS.**

Mr. Frank Garza opened up this agenda item for discussion and updated the Board on Officer Liability Insurance policy for errors and omissions. The policy has a limit of liability of \$1 million aggregate policy and the cost of the premium is \$1,500.00. The firm DTRG would pay for it and can be reimbursed by the District when the next billing statement goes out.

Following review and discussion, upon a motion made by Secretary Sarah Thompson and seconded by Vice-Chairman John York, the Board voted unanimously to approve the purchase of officer liability insurance coverage for Board of Directors in the amount of \$1,500.00.

8. **DISCUSSION AND ACTION REGARDING NEGOTIATION OF AGREEMENT WITH BEXAR COUNTY'S TO COLLECT PROPERTY TAXES FOR THE DISTRICT.**

Mr. Frank Garza opened this agenda item for discussion. Mr. Frank Garza stated that come September when the District has the next Board Meeting, the District will be approving 2 major things, the tax rate and the budget for the upcoming year. That tax rate once it is adopted, the District will need someone to collect those taxes, that are in the District. This agreement is with Bexar County Tax Assessor Collector's office and they collect the District's taxes. In Tab 8, this agreement needs to be approved by the Board by September 1st that by that date, when the tax rate is adopted the agreement will already be in place with Bexar County.

Following review and discussion, upon a motion made by Director Cassidy Patterson and seconded by Vice-Chairman John York, the Board voted unanimously to approve the negotiation of agreement with Bexar County's to collect property taxes for the District.

9. **DISCUSSION ON DATE OF NEXT MEETING.**

Jeff gave an update on the development of the District. He stated that currently under design on the Montgomery Road expansion from US 90 up to Grossenbaucher Rd. Also, currently working on Phases 1A, 1B and 1C. He also stated that the current schedule is we are looking to turn in some design documents to Bexar County at the end of May and then to go out to bid in late third quarter this year and we intend to be under contract by December of this year.

It was agreed that the next meeting date will be September 16, 2021.

ADJOURNMENT.

The Board officially adjourned at 4:31 p.m.

Sarah Thompson, Secretary

AGENDA ITEM 3 & 4

**Notice
Of Public Hearing and
Vote on 2022 Tax Year Tax Rate and
Notice
Of Public Hearing and
Vote on Budget**

The Tres Laurels Special Improvement District will conduct a public hearing on the 2022 proposed tax rate on September 16, 2021 at 4:00 PM at the law offices of Davidson Troilo Ream & Garza located at the Pyramid Building, 601 NW Loop 410, Suite 100, San Antonio, Texas 78216.

The Tres Laurels Improvement District is scheduled to vote on the tax rate that will result in the adoption of a tax rate no greater than *0.55827 cents per \$100 taxable valuation*.

The Tres Laurels Improvement District will also conduct a public hearing on a proposed budget for fiscal year 2021-2022 on September 16, 2021 at 4:00 P.M. The budget will be posted on <https://bexarcospecialimprovementdistricts.com/>

The Tres Laurels Improvement District is scheduled to vote on budget for fiscal year 2021-2022 on September 16, 2021 at 4:00 PM at the law offices of Davidson Troilo Ream & Garza located at the Pyramid Building, 601 NW Loop 410, Suite 100, San Antonio, Texas 78216.

AGENDA ITEM 5

RESOLUTION NO. 091621-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
TRES LAURELS SPECIAL IMPROVEMENT DISTRICT
APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR
2021-2022; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the proposed initial budget for FY 2021-2022 constitutes a spending plan for the fiscal year and is consistent with the Tres Laurels Special Improvement District's desire to maintain fiscal responsibility and sustainability, in addition, this action would authorize the Board to carry out the necessary requirements to meet expenditures; and

WHEREAS, the Tres Laurels Special Improvement District and consultants have outlined the anticipated sources and uses of funds in the "FY 2022 Budget" and will require Board approval and Tres Laurels Special Improvement District's will ensure that all funds are spent in accordance with all applicable laws, Tres Laurels policies and procedures; and

WHEREAS, the District properly published and held a public hearing on September 16, 2021 to obtain public input on the proposed budget; and

WHEREAS, the Budget provides that there is a source of funding adequate to cover all operating expenditures and all unexpended funds will be carried forward to the next fiscal year and be presented in the FY 2023 Operating Budget.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRES LAURELS SPECIAL IMPROVEMENT DISTRICT:

SECTION 1. The Budget for fiscal year 2021-2022 is hereby adopted and approved. Funding through FY 2022. The Budget is outlined in **Exhibit A** and all unexpended funds will be carried forward in the next fiscal year and be presented in the FY '23 Proposed Budget

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately following its passage.

PASSED, APPROVED, AND ADOPTED THIS 16th DAY OF SEPTEMBER 2021,
by the Board of Directors of the Tres Laurels Special Improvement District.

Allen Hoover, President

Attest:

Sarah Thompson, Secretary

DRAFT

**TRES LAURELS SPECIAL IMPROVEMENT DISTRICT
GENERAL FUND
BUDGET FOR 2021-2022**

	2021-2022 Proposed Budget	Reference
REVENUES		
Ad Valorem	\$ 42,499	2
Sales Tax	-	3
TOTAL REVENUES	<u>42,499</u>	
EXPENDITURES		
Appraisal Fees	50	
Insurance - D & O	1,500	
Auditing Services	-	
Legal Services	20,000	4
Consulting Services	-	
Engineering Services	-	
Accounting Services	4,800	
Banking Services	240	
Contingencies	-	
TOTAL EXPENDITURES	<u>26,590</u>	
NET INCREASE (DECREASE) IN FUND BALANCE	<u>\$ 15,909</u>	

1. Cash in the bank \$ -
2. Property tax is based upon tax rate of .55827 and Property Values of 2,055,450
3. Sales Tax is not expected in the budgeted year
4. Do not have the outstanding legal balance; need to complete an accurate budget

2021 CERTIFIED TOTALS

TLSID - TRES LAURELS SPECIAL IMPROVEMENT DISTRICT ARB Approved Totals

Property Count: 3

7/24/2021

2:02:44AM

Land		Value			
Homesite:		0			
Non Homesite:		1,636,080			
Ag Market:		9,221,170			
Timber Market:		0	Total Land	(+)	
				10,857,250	
Improvement		Value			
Homesite:		0			
Non Homesite:		408,120	Total Improvements	(+)	
				408,120	
Non Real		Count	Value		
Personal Property:	0		0		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
				Market Value	=
					11,265,370
Ag		Non Exempt	Exempt		
Total Productivity Market:	9,221,170		0		
Ag Use:	11,260		0	Productivity Loss	(-)
Timber Use:	0		0	Appraised Value	=
Productivity Loss:	9,209,910		0		2,055,460
				Homestead Cap	(-)
					0
				Assessed Value	=
					2,055,460
				Total Exemptions Amount	(-)
				(Breakdown on Next Page)	0
				Net Taxable	=
					2,055,460

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 0.00 = 2,055,460 * (0.000000 / 100)

Calculated Estimate of Market Value:	11,265,370
Calculated Estimate of Taxable Value:	2,055,460

Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

AGENDA ITEM 6

RESOLUTION NO. 091621-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRES LAURELS SPECIAL IMPROVEMENT DISTRICT LEVYING A TAX RATE FOR THE DISTRICT OF 0.55827 PER \$100 VALUATION FOR TAX YEAR 2021-2022.

BE IT ORDAINED BY THE TRES LAURELS SPECIAL IMPROVEMENT DISTRICT:

SECTION 1. That the property tax rate per \$100.00 valuation for the Tres Laurels Special Improvement District for tax year 2021-2022 is hereby levied and adopted as follows:

\$0.55827 cents Total Tax Rate for 2021-2022.

SECTION 2. That the recorded vote of the Board on this Resolution is:

	FOR	AGAINST	ABSENT
Allen Hoover	_____	_____	_____
John York	_____	_____	_____
Sarah Thompson	_____	_____	_____
Cassidy Patterson	_____	_____	_____
Patrick Dudley	_____	_____	_____
Lawrence Elliott Goudge	_____	_____	_____

SECTION 3. The Bexar County Tax Assessor Collector is authorized to assess and collect taxes pursuant to Interlocal Agreement and this Resolution.

SECTION 4. That this Resolution shall become effective immediately after passage.

PASSED, APPROVED, AND ADOPTED THIS 16th DAY OF SEPTEMBER 2021, by the Board of Directors of the Tres Laurels Special Improvement District.

Allen Hoover, President

Attest:

Sarah Thompson, Secretary

CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

I, the undersigned officer of the Board of Directors of Tres Laurels Special Improvement District, hereby certify as follows:

1. The Board of Directors of Tres Laurels Special Improvement District, convened in regular session on the 16th day of September, 2021, inside the boundaries of the District, and the roll was called of the duly constituted officers and members of the Board to-wit:

Allen Hoover	Chairman
John York	Vice-Chairman
Sarah Thompson	Secretary
Cassidy Patterson	Director
Patrick Dudley	Director
Lawrence Elliott Goudge	Director

and a quorum of the Directors were present. Whereupon, among other business, the following was transacted at the meeting:

Resolution Adopting the District’s Tax Rate for Fiscal Year 2021-2022

was introduced for the consideration of the Board. It was then duly moved and seconded that the document be adopted, and, after due discussion, the motion, carrying with it the adoption of the document, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board’s minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED on the 16^h day of September, 2021.

Sarah Thompson, Secretary

AGENDA ITEM 7

RESOLUTION NO. 091621-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRES LAURELS SPECIAL IMPROVEMENT DISTRICT TRES LAURELS APPROVING CONTRACT WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP FOR DELINQUENT TAX COLLECTION SERVICES.

WHEREAS, after having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Tax Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the Board President is authorized to execute this Agreement.

BE IT ORDAINED BY THE TRES LAURELS SPECIAL IMPROVEMENT DISTRICT:

SECTION 1. There is a substantial need for the legal services to be provided pursuant to the Agreement for Delinquent Tax Collection Services;

SECTION 2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the Tres Laurels Special Improvement District at a reasonable cost;

SECTION 3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the Tres Laurels Special Improvement District does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;

SECTION 4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;

SECTION 5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to similar Districts in the past and will be the first such service provider to Tres Laurels Special Improvement District beginning in 2022.

SECTION 6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the Tres Laurels Special Improvement District and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

PASSED, APPROVED, AND ADOPTED THIS 16th DAY OF SEPTEMBER 2021, by the Board of Directors of the Tres Laurels Special Improvement District.

Allen Hoover, President

Attest:

Sarah Thompson, Secretary

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and Tres Laurels Special Improvement District (hereinafter referred to as the "Client").

Article I

Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2

Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and to any other taxing unit whose taxes are assessed and collected by the Client, and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3

Compensation

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, as follows: twenty (20%) percent of the amount of all 2022 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided

for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4 *Intellectual Property Rights*

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5 *Costs*

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6 *Term and Termination*

6.01 This Agreement shall be effective on January 1, 2022 (The "Effective Date") and shall expire on December 31, 2025 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7 *Miscellaneous*

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Arbitration.* Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

7.05 *Retention of Files.* The Firm will retain the files created in the course of performing the Services specified in Article 2 above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is

undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant files: Five years from the date of issuance of a warrant.

Litigation files: Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy Files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

7.06. Compliance with Tx. Govt. Code §2270.002. In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

Tres Laurels Special Improvement District

Linebarger Goggan Blair & Sampson, LLP

By: _____
ALLEN HOOVER
President

By: _____
CLIFTON F. DOUGLASS III
Managing Partner

Date: _____

Date: _____

AGENDA ITEM 8

RESOLUTION NO. 091621-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRES LAURELS SPECIAL IMPROVEMENT DISTRICT TRES LAURELS AUTHORIZING THE IMPOSITION OF A 20% PENALTY FOR COLLECTION COSTS ON DELINQUENT TAXESFOR TAX YEAR 2022 AND SUBSEQUENT YEARS.

WHEREAS, Section 6.30 of the Texas Tax Code, as amended, authorizes Tres Laurels Special Improvement District to provide for compensating an attorney up to 20% of the delinquent tax, penalty, and interest collected by the attorney.

WHEREAS, Sections 33.07, 33.08, and 33.11 of the Texas Tax Code, as amended, authorize Tres Laurels Special Improvement District to impose additional penalties secured by a tax lien to defray the cost of collection, not to exceed the amount of the compensation specified in the contract with an attorney pursuant to section 6.30 of the Texas Tax Code.

WHEREAS, the Tres Laurels Special Improvement District has contracted with Linebarger Goggan Blair & Sampson, LLP ("Linebarger") to collect its delinquent taxes pursuant to section 6.30 of the Texas Tax Code, as amended.

WHEREAS, the contract provides that Linebarger's compensation shall be comprised of section 33.07 penalties, section 33.08 penalties, section 33.11 penalties and section 33.48 attorney fees awarded to and collected by Linebarger, pursuant to each statute of the Texas Tax Code.

WHEREAS, the Tres Laurels Special Improvement District has agreed in the contract to impose section 33.07, section 33.08, and section 33.11 penalties of 20% to offset the cost of delinquent tax collection efforts. Notwithstanding any other provision of this resolution, it is not intended to and it should not be construed so as to impose an additional penalty under Section 33.07 of the Texas Tax Code on any delinquent tangible personal property taxes that Section 33.11 of the Texas Tax Code forbids its application.

IT IS ORDERED, ADJUDGED AND DECREED BY THE TRES LAURELS SPECIAL IMPROVEMENT DISTRICT THAT:

Section 1. The matters and facts related in the preamble of this order are hereby found and determined to be true and correct.

Section 2. In connection with 2022 taxes that become delinquent before June 1, 2023, and subsequent years' taxes, the Tres Laurels Special Improvement District hereby affirmatively imposes an additional 20% penalty pursuant to Tex. Tax Code § 33.07.

Section 3. In connection with 2022 taxes that become delinquent on or after June 1, 2023, and subsequent years' taxes the Tres Laurels Special Improvement District hereby affirmatively imposes an additional 20% penalty pursuant to Tex. Tax Code § 33.08.

Section 4. In connection with 2022 taxes that become delinquent on or after February 1, 2023 and subsequent years' taxes imposed on tangible personal property, the Tres Laurels Special Improvement District hereby affirmatively imposes an additional 20% penalty pursuant to Tex. Tax Code § 33.11.

Section 5. The Tres Laurels Special Improvement District Tax Assessor-Collector is authorized to mail notice of the delinquency and of the penalty to each property owner in accordance with Tex. Tax Code sections 33.07, 33.08, and 33.11.

PASSED, APPROVED, AND ADOPTED THIS 16th DAY OF SEPTEMBER 2021, by the Board of Directors of the Tres Laurels Special Improvement District.

Allen Hoover, President

Attest:

Sarah Thompson, Secretary

AGENDA ITEM 9

RESOLUTION NO. 091621-005

A RESOLUTION AUTHORIZING PAYMENT OF ROUTINE INVOICES IN AN AMOUNT NOT TO EXCEED \$5,000 PER INVOICE UPON THE APPROVAL OF THE BOARD CHAIR AND THEN RATIFICATION BY THE FULL BOARD OF DIRECTORS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Tres Laurels Special Improvement District is a district created by an order of the Commissioners Court of the County (the "Court"), pursuant to Chapter 372, Subchapter C, Texas Local Government Code, as amended ("Chapter 372"), and a confirmation election for the District to approve its powers and taxing authority

WHEREAS, the District is meeting infrequently and calls for meetings when needed to conduct substantive business of the District, but certain invoices are still required to be paid by the District that become overdue before the next scheduled board meeting; and

WHEREAS, the District Board of Directors are familiar with these monthly invoices and wishes to pay invoices on a timely basis; and

WHEREAS, this action authorizes Lemon Creek's Board Chair to direct District's accountant (Armstrong, Vaughan & Associates, PC) to make payments for invoices that are included in the approved budget and do not exceed five thousand dollars (\$5,000) that will then be approved and ratified by the Board at the next scheduled board meeting; and

NOW THEREFORE BE IT RESOLVED BY THE TRES LAURELS SPECIAL IMPROVEMENT DISTRICT:

SECTION 1. Armstrong, Vaughan & Associates, PC is authorized to make payments for invoices that are budgeted and do not exceed five thousand dollars (\$5,000) that are authorized by Board Chair.

SECTION 2. RECITALS. The Board finds the recitals contained in the preamble to this resolution are true and correct and incorporates them as findings of fact.

SECTION 3. This Resolution shall be effective immediately upon the passage hereof.

PASSED, APPROVED, AND ADOPTED THIS 16th DAY OF SEPTEMBER 2021, by the Board of Directors of the Tres Laurels Special Improvement District.

Allen Hoover, President

Attest:

Sarah Thompson, Secretary