



# City of Richmond

*Where History Meets Opportunity*

## Special Scheduled City Commission Meeting (in person)

**600 Morton Street**

**Richmond, Texas 77469**

Monday, February 9, 2026 at 4:30 P.M.

And

Join Zoom Meeting

<https://us06web.zoom.us/j/87924728307>

Meeting ID: 879 2472 8307

One tap mobile

+13462487799,,87924728307# US (Houston)

Mayor Rebecca K. Haas

Commissioner Terry Gaul

Commissioner Barry Beard

Commissioner Carl Drozd

Commissioner Alex BeMent

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### AGENDA

- A1. Call to Order, Quorum Determined and Meeting Declared Open.
- A2. Recite the Pledge of Allegiance to the U. S. Flag and the Texas Flag.
- A3. Review and consider taking action on Ordinance No. 2026-04, calling a general election for the purpose of electing the Mayor on May 2, 2026.
- A4. Review and consider taking action on Resolution No. 37-2026, Joint Election Agreement and Contract for Election Services with Fort Bend County.
- A5. Review and consider discussing funding downtown sidewalk projects.
- A6. Adjourn to Executive Session, as authorized by Texas Government Code, Sections

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*

City Commission Meeting Agenda

February 9, 2026

Page 1 of 3

551.072 and 551.087, Deliberation regarding Real Property and Economic Development Negotiations.

### **EXECUTIVE SESSION**

In accordance with Chapter 551, Government Code, Vernon's Texas Code Annotated (V.T.C.A) (Open Meetings Law), "The City Commission may meet in a Closed Executive Meeting pursuant to provisions of the Open Meetings Law, Chapter 551, Government Code, V.T.C.A. in accordance with the authority contained in the following sections"; Sections 551.072 and 551.087, Deliberation regarding Real Property and Economic Development Negotiations.

- E1. Deliberation regarding Real Property.
- E2. Deliberation regarding Grant Agreements.
  - a. Project Bread
  - b. Project Fire House.

### **OPEN MEETING**

- C1. Reconvene into Open Meeting, and take action on items, if necessary.
- C2. Review and consider taking action on Resolution No. 38-2026 authorizing the Development Corporation of Richmond to enter into an Economic Development Grant Agreement for Project Bread.
- C3. Review and consider taking action on Resolution No. 39-2026 authorizing the Development Corporation of Richmond to enter into an Economic Development Grant Agreement for Fire House.
- C4. Adjournment.

If, during the course of the meeting covered by this Agenda, the Commission shall determine that an executive session of the Commission, should be held or is required in relation to any item included in this Agenda, then such executive session, as authorized by the Texas Open Meetings Act, will be held by the Board at the date, hour, and place given in this Agenda concerning any and all subjects and for any and all purposes permitted by Sections 551.071-551.090 of the Texas Government Code, including, but not limited to, Section 551.071 – for purpose of consultation with attorney, on any or all subjects or matters authorized by law.

### **NOTICE OF ASSISTANCE AT THE PUBLIC MEETING**

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*

The City of Richmond City Commission meetings are available to all persons regardless of disability. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary's office at (281) 342-5456 ex. 505 for needed accommodations.

If you have any questions, please let me know.  
Terri Vela

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



# City of Richmond

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Monday, February 9, 2026 at 4:30 P.M.

- A1. Call to Order, Quorum Determined, Meeting Declared Open



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**600 Morton Street**

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Monday, February 9, 2026 at 4:30 P.M.

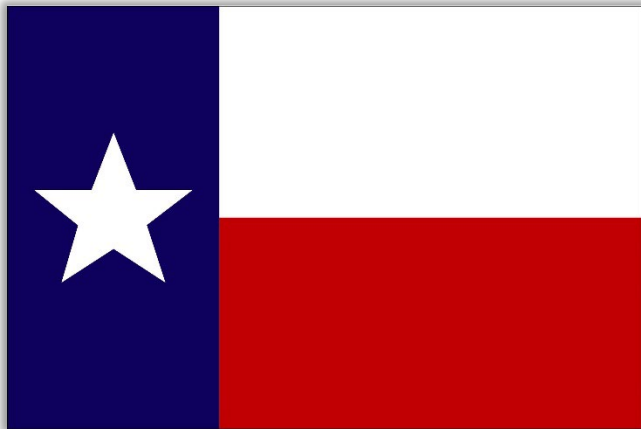
- A2. Recite the Pledge of Allegiance to the U. S. Flag and the Texas Flag.

## The US Pledge of Allegiance



I pledge allegiance to the flag of the United States of America, And to the Republic for which it stands, one Nation Under God, indivisible, with liberty and justice for all.

## Pledge to the Texas Flag



Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.



# City of Richmond

*Where History Meets Opportunity*

## **Special Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, February 9, 2026 at 4:30 P.M.

- A3. Review and consider taking action on Ordinance No. 2026-04, calling a general election for the purpose of electing the Mayor on May 2, 2026.



**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: February 9, 2026**

**Staff Review:**

City Manager \_\_\_\_\_  
City Attorney \_\_\_\_\_  
Finance \_\_\_\_\_  
Fire Department \_\_\_\_\_  
Police Department \_\_\_\_\_  
Public Works \_\_\_\_\_

**AGENDA ITEM:** Review and consider taking action on Ordinance No. 2026-04, calling a general election for the purpose of electing the Mayor on May 2, 2026.

**SYNOPSIS**

This ordinance calls the May 2, 2026 general election for Mayor and provides for the administration of the election in coordination with Fort Bend County.

**COMPREHENSIVE PLAN GOALS ADDRESSED**

Ensure transparent governance and civic participation through the lawful conduct of municipal elections.

**BACKGROUND**

Ordinance No. 2026-04 formally calls the City of Richmond's general election and authorizes Fort Bend County to administer the election as the contracting authority.

Final polling locations and early voting sites are subject to approval by Fort Bend County Commissioners Court, which is anticipated to occur on February 26, 2026. Early Voting is scheduled for April 20 through April 28, 2026.

As of this date, two applications for a place on the ballot have been received. The last day to apply for a place on the ballot is February 13, 2026, at 5:00 p.m., and the last day to file a Declaration of Write-In Candidacy is Tuesday, February 17, 2026, at 5:00 p.m. The ballot drawing will be held on February 19, 2026, at 10:00 a.m. at the City Hall Annex.

**SUPPORTING MATERIALS**

- Ordinance No. 2026-04
- Proposed Early Voting and Election Day polling locations

**STAFF'S RECOMMENDATION**

Approve Ordinance No. 2026-04 calling a general election to be held on May 2, 2026.



## ORDINANCE NO. 2026-04

**AN ORDINANCE OF THE CITY OF RICHMOND, TEXAS, PROVIDING FOR A GENERAL ELECTION TO BE HELD ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING THE MAYOR FOR A TERM OF OFFICE FROM 2026 TO 2029; PROVIDING FOR A JOINT ELECTION ON MAY 2, 2026, WITH OTHER ENTITIES CONTRACTING WITH FORT BEND COUNTY FOR THIS JOINT ELECTION; PROVIDING FOR ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND SETTING AN EFFECTIVE DATE.**

The term of Mayor is set to expire in May 2026 and the City Commission of the City of Richmond, Texas (the "City") has determined that a general election should be held in the City for the purpose of electing the Mayor; and

The Texas Constitution, the *Texas Election Code* (the "Code"), and the City Charter are applicable to said General Election (hereinafter referred to as the "election"), and in order to comply with applicable laws, an ordinance is required to call the elections and establish procedures consistent with the Constitution, the Code, and the Charter; and

The City has made provision to contract with Fort Bend County to conduct the City's election, pursuant to *Chapter 31, Tex. Elec. Code*, and *Chapter 791, Tex. Gov't Code*, and such contract provides for political subdivisions subject to the contract that hold election on the same day in all or part of the same territory to hold a joint election as authorized in *Chapter 271, Tex. Elec. Code*; and

The City Commission wishes to proceed with ordering such election and the City Commission has determined that holding such election on a uniform election date is in the public interest; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:**

**Section 1.** That a general municipal election is hereby called and ordered for the 2<sup>nd</sup> day of May, 2026, at which election all qualified voters residing within the corporate limits of the City of Richmond may vote for the purpose of electing the Mayor for a full three-year term. Said election shall be held in accordance with the Texas Election Code.

**Section 2.** That for the general election called and ordered for the purpose of electing the Mayor, the Fort Bend County Elections Administrator shall act as Contracting Officer. The election officials for each City of Richmond precinct in Fort Bend County shall be designated by the Fort Bend County Elections Administrator; and such election officials shall conduct the City’s general election in accordance with a “Joint Election Agreement and Contract” to be approved and entered into. The Fort Bend County Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies for all City precincts. The official mailing address of the Fort Bend County Elections Administrator is 301 Jackson Street, Richmond, Texas 77469, and the physical address is 3730 Bamore Road, Rosenberg, Texas 77471. Voting at such election shall be upon the EVS 6020 voting system by Election Systems & Software.

**Section 3.** That the polling places for the voting precincts in the City of Richmond shall be at the locations as set forth in Exhibit A, attached hereto and made a part hereof, and shall include the Water Maintenance Facility, 108 N. 8<sup>th</sup> Street, Richmond and the George Memorial Library, 1001 Golfview, Richmond, if available.

**Section 4.** That the polls of each of the polling places on election day shall be open from 7:00 a.m. to 7:00 p.m.

**Section 5.** That early voting by personal appearance shall be at the locations, dates, and times as set forth in Exhibit A, attached hereto and made a part hereof, and shall include the Water Maintenance Facility, 108 N. 8<sup>th</sup> Street, Richmond and the George Memorial Library, 1001 Golfview, Richmond, if available. Exhibit A may be automatically modified without the necessity of further action of the City Commission to include additional or different early voting locations, dates, and times designated by the Fort Bend County Elections Administrator to conform to the Joint Election Agreement and Contract.

**Section 6.** Early voting by personal appearance shall be by the EVS 6020 voting system by Election Systems & Software. Early voting by mail shall be by paper ballot processed through the EVS 6020 voting system by Election Systems & Software by an Early Voting Ballot Board.

**Section 7.** The Fort Bend County Elections Administrator shall receive applications for ballots to be voted by mail until the close of business on Monday, April 20, 2026. Requests for applications should be delivered in person to 3730 Bamore Road, Rosenberg, Texas 77471; mailed to the Fort Bend County Elections Administrator, 301 Jackson Street, Richmond, Texas 77469; or faxed to 281-341-4418.

**Section 8.** The results shall be canvassed, and the returns shall be declared in accordance with state law.

**Section 9.** It is further found and determined that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Commission was posted at a place convenient to the public at the City Hall of the City and on the City’s website for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered, and formally acted upon. The City Commission further ratifies, approves, and confirms such written notice and the contents and posting thereof.

**Section 10.** The Mayor shall have the authority to take, or cause to be taken, all actions reasonable and necessary to ensure that the election is fairly held and returns properly counted and tabulated for the canvass of the election returns by the City Commission in accordance with state law.

**Section 11.** *Repeal.* Any ordinance or other part of any other ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

**Section 12.** *Severability.* In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Commission of the City of Richmond, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**SECTION 13. Effective Date.** This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

PASSED AND APPROVED on this the 9<sup>th</sup> day of February, 2026.

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Barry Beard, Mayor Pro Tem

ATTEST:

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Lasha Gillespie, City Secretary

**Fort Bend County Early Voting Schedule**  
**May 2, 2026 Municipal Election**  
**Horario de Votación Temprana del condado de Fort Bend**  
**Elecciones municipales del 2 de mayo de 2026**

Early Voting Locations	Monday - Friday April 20 – 24, 2026 (lunes - viernes ) (20 - 24 de abril de 2026)	Saturday April 25, 2026 (sábado ) (25 de abril de 2026)	Sunday April 26, 2026 (domingo ) (26 de abril de 2026)	Monday - Tuesday April 27 - 28, 2026 (lunes - martes ) (27 - 28 de abril de 2026)
<b>Cinco Ranch Branch Library</b> 2620 Commercial Center Blvd, Katy	<i>All sites are</i>	<i>All sites are</i>	<i>All sites are</i>	<i>All sites are</i>
<b>Commonwealth Clubhouse</b> 4330 Knightsbridge Blvd, Sugar Land	<i>Open 7:00 A.M.</i>	<i>Open 7:00 A.M.</i>	<i>Open 12:00 Noon</i>	<i>Open 7:00 A.M.</i>
<b>Elections Office</b> <b>(MAIN EARLY VOTING SITE)</b> 3730 Bamore Rd, Rosenberg	<i>To</i>	<i>To</i>	<i>To</i>	<i>To</i>
<b>FBC ESD No. 4 Admin. Bldg.</b> 33301 FM 1093 Rd, Fulshear	<i>7:00 PM</i>	<i>7:00 PM</i>	<i>6:00 PM</i>	<i>7:00 PM</i>
<b>Four Corners Community Center</b> 15700 Old Richmond Rd, Sugar Land	<i>(Todos los sitios</i>	<i>(Todos los sitios</i>	<i>(Todos los sitios</i>	<i>(Todos los sitios</i>
<b>Jacks Conference Center</b> 3232 Austin Pkwy, Sugar Land	<i>están abiertos</i>	<i>están abiertos</i>	<i>están abiertos</i>	<i>están abiertos</i>
<b>Kroger Riverstone</b> 18861 University Blvd, Sugar Land	<i>7:00 A.M.</i>	<i>7:00 A.M.</i>	<i>12:00 Mediodía</i>	<i>7:00 A.M.</i>
<b>Meadows Place City Hall</b> 1 Troyan Dr, Meadows Place	<i>Para</i>	<i>Para</i>	<i>Para</i>	<i>Para</i>
<b>Road and Bridge (Needville)</b> 3743 School St, Needville	<i>7:00 PM)</i>	<i>7:00 PM)</i>	<i>6:00 PM)</i>	<i>7:00 PM)</i>
<b>Rosenberg Annex</b> 4520 Reading Rd, Rosenberg				
<b>Sienna Annex</b> 5855 Sienna Springs Way, Missouri City				
<b>Beasley City Hall</b> 319 3rd Street, Beasley	<i>All sites are</i>	<i>All sites are</i>		<i>All sites are</i>
<b>Bowie Middle</b> 700 Plantation Dr, Richmond	<i>Open 7:00 A.M.</i>	<i>Open 7:00 A.M.</i>	<i>All sites are</i>	<i>Open 7:00 A.M.</i>
<b>Chasewood Clubhouse</b> 7622 Chasewood Dr, Missouri City	<i>To</i>	<i>To</i>	<i>Closed</i>	<i>To</i>
<b>Crawford High School</b> 801 Caldwell Ranch Blvd, Rosharon	<i>7:00 P.M.</i>	<i>7:00 P.M.</i>		<i>7:00 P.M.</i>
<b>Crockett Middle School</b> 19001 Beechnut Dt, Richmond	<i>(Todos los sitios</i>	<i>(Todos los sitios</i>		<i>(Todos los sitios</i>
<b>Fulshear Branch Library</b> 6350 GM Library Road, Fulshear	<i>están abiertos</i>	<i>están abiertos</i>		<i>están abiertos</i>
<b>George Memorial Library</b> 1001 Golfview Dr, Richmond	<i>7:00 A.M.</i>	<i>7:00 A.M.</i>	<i>(Todos los sitios</i>	<i>7:00 A.M.</i>
<b>Great Oaks Baptist Church</b> 7101 FM 2759 Rd, Richmond	<i>Para</i>	<i>Para</i>		<i>Para</i>
<b>Hightower HS</b> 3333 Harmonie Ln, Missouri City	<i>7:00 P.M.)</i>	<i>7:00 P.M.)</i>	<i>están cerrado)</i>	<i>7:00 P.M.)</i>
<b>Lost Creek Conference Center</b> 3703 Lost Creek Blvd, Sugar Land				
<b>Quail Valley Fund Office</b> 3603 Glenn Lakes Ln, Missouri City				
<b>Reese Technical Center</b> 12300 University Dr, Sugar Land				
<b>Richmond Water Maintenance Facility</b> 110 N 8th Street, Richmond				
<b>Sugar Land Branch Library</b> 550 Eldridge Rd, Sugar Land				

Total Early Voting Sites = 25

**Fort Bend County Election Day Schedule**  
**May 2, 2026 Municipal Election**  
*Horario del dia de Elecciones del condado de Fort Bend*  
*Elecciones municipales del 2 de mayo de 2026*

<i>Polls Open 7:00 AM- 7:00 PM</i>				
<b>COUNTYWIDE POLLING PLACE</b>	<b>Voting Location</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>
Beasley City Hall	CITY HALL BACK BOARDROOM	319 S. Third ST	BEASLEY	77417
Bowie Middle School	Main Hallway by Gym	700 Plantation DR	RICHMOND	77406
Brazos Bend Baptist Church	Education Building	22311 FM 762 RD	NEEDVILLE	77461
Calvary Baptist Church	Fellowship Hall	4111 Airport AVE	ROSENBERG	77471
Chasewood Clubhouse	Level 1 (Clubhouse Facility)	7622 Chasewood DR	MISSOURI CITY	77489
Cinco Ranch Branch Library	Meeting Room	2620 Commercial Center BLVD	KATY	77494
Commonwealth Clubhouse	Clubhouse	4330 Knightsbridge BLVD	SUGAR LAND	77479
Crawford High School	TBD	801 Caldwell Ranch BLVD	ROSHARON	77583
Crockett Middle School	Girls Gym	19001 Beechnut ST	RICHMOND	77407
Dickenson Elementary School		7110 Greatwood PKWY	SUGAR LAND	77479
Election Office	Training Room	3730 Bamore Road	Rosenberg	77471
Elkins High School	Front lobby	7007 Knights CT	MISSOURI CITY	77459
Farmhouse at Harvest Green	Event Hall	3400 Harvest Corner DR	RICHMOND	77406
FBC ESD No. 4 Admin. Bldg.	Training Room	33301 FM 1093	Fulshear	77441
Firethorne Clubhouse	Main Room	28100 N Firethorne Road	KATY	77494
First Baptist Church Fresno	TBD	4501 FM 521 RD	FRESNO	77545
Fort Settlement Middle School	TBD	5440 Elkins RD	SUGAR LAND	77479
Four Corners Community Center	Community Center	15700 Old Richmond RD	SUGAR LAND	77498
Fulshear Branch Library	Meeting Room	6350 GM Library RD	FULSHEAR	77441
Gallery Furniture	Atrium	7227 W Grand PKWY S	RICHMOND	77407
Garcia Middle School	Gym Area Hallway	18550 Old Richmond RD	SUGAR LAND	77498
George Bush High School	Gym Foyer	6707 FM 1464 RD	RICHMOND	77407
George Memorial Library	Large Meeting Room, 1st Floor	1001 Golfview DR	RICHMOND	77469
Great Oaks Baptist Church	Fellowship Building	7101 FM 2759 RD	RICHMOND	77469
Hightower High School	Front Lobby	3333 Hurricane LN	MISSOURI CITY	77459
Hunters Glen Elementary School	Gym	695 Independence BLVD	MISSOURI CITY	77459
Jacks Conference Center	Main Room	3232 Austin PKWY	SUGAR LAND	77479
Jones Creek Ranch Park	Main Room	7714 FM 359 RD	RICHMOND	77406
Jordan High School	PAC Lobby	27500 Fulshear Bend DR	FULSHEAR	77441
Joy Lutheran Church	Parish Hall	717 FM 359 RD	RICHMOND	77406
Kempner High School	503	14777 Voss RD	SUGAR LAND	77498
Kendleton Church of God	ED Building	619 FM 2919 RD	KENDLETON	77417
Kroger Riverstone	Community Room	18861 University BLVD	SUGAR LAND	77479
Lake Olympia Clubhouse	Ballroom	180 Island BLVD	MISSOURI CITY	77459
Lakes of Bella Terra Recreation Center	TBD	11620 W Torino Reale DR	RICHMOND	77406
Lantern Lane Elementary School	cafeteria	3323 Mission Valley DR	MISSOURI CITY	77459
Lexington Creek Elementary School	Gymnasium	2335 Dulles AVE	MISSOURI CITY	77459
Living Word Lutheran Church	Life Center - Courtyard Side	3700 S Mason RD	KATY	77450
Lost Creek Conference Center	Meeting Room	3703 Lost Creek BLVD	SUGAR LAND	77478
M.R. Massey Admin. Bldg.	Event Space	1570 W. Sycamore RD	FRESNO	77545
Maryam Islamic Center	Multi-purpose Area/Room	504 Sartartia RD	SUGAR LAND	77479
Meadows Place City Hall	Council Chambers	1 Troyan DR	MEADOWS PLACE	77477
Merrell Center	Meeting Rooms	6301 S Stadium LN	KATY	77494
Mission Bend Branch Library	Main Room	8421 Addicks Clodine RD	HOUSTON	77083
Missouri City Baptist Church	Multipurpose Building	16816 Quail Park DR	MISSOURI CITY	77489
Missouri City Parks and Recreation	Multipurpose Room 1	2701 Cypress Point DR	MISSOURI CITY	77459
Oak Lake Baptist Church	Church Sanctuary	15555 W Airport BLVD	SUGAR LAND	77498
Orchard City Hall	Room # 7	9714 Kibler ST	ORCHARD	77464
Pinnacle Senior Center	Multi-purpose Room	5525 Hobby ST	HOUSTON	77053
Quail Valley Elementary School	Gym	3500 Quail Village DR	MISSOURI CITY	77459
Quail Valley Fund Office	Board Room	3603 Glenn Lakes LN	MISSOURI CITY	77459

**Fort Bend County Election Day Schedule**  
**May 2, 2026 Municipal Election**  
*Horario del dia de Elecciones del condado de Fort Bend*  
*Elecciones municipales del 2 de mayo de 2026*

<i>Polls Open 7:00 AM- 7:00 PM</i>				
<b>COUNTYWIDE POLLING PLACE</b>	<b>Voting Location</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>
Reese Technical Center	T107	12300 University BLVD	SUGAR LAND	77479
Richmond Water Mnt. Facility	1st room to the right	110 N 8th ST	RICHMOND	77469
Ridge Point High School	Gym Foyer	500 Waters Lake BLVD	MISSOURI CITY	77459
Ridgegate Community Association	Main Room	5855 W Ridgecreek DR	HOUSTON	77489
Ridgemont Early Childhood Center	Extended Day Room	5353 Ridge Creek CIR	HOUSTON	77053
River Park Recreation Center	Rec Center	5875 Summit Creek DR	SUGAR LAND	77479
Road and Bridge (Needville)	Meeting Room	3743 School ST	NEEDVILLE	77461
Rosenberg Annex Building	Meeting Room A or B	4520 Reading RD	ROSENBERG	77471
Rosenberg City Hall	Council Chambers	2110 4th ST	ROSENBERG	77471
Seven Lakes High School	PAC Lobby	9251 S Fry RD	KATY	77494
Sienna Annex	Community Room	5855 Sienna Springs WAY	MISSOURI CITY	77459
Stafford City Hall	Large Conference Room	2610 S Main ST	STAFFORD	77477
Sugar Lakes Clubhouse	Clubhouse	930 Sugar Lakes DR	SUGAR LAND	77478
Sugar Land Branch Library	Meeting Room	550 Eldridge RD	SUGAR LAND	77478
Sugar Land Church of God	Fellowship Hall	1716 Eldridge RD	SUGAR LAND	77478
Sugar Land City Hall	Main Room	2700 Town Center BLVD N	SUGAR LAND	77479
T. E. Harman Center	Meeting Room	226 Matlage WAY	SUGAR LAND	77478
Thompsons City Hall	Community Center	520 Thompson Oil Field RD	THOMPSONS	77481
Tompkins High School	PAC Lobby	4400 Falcon Landing BLVD	KATY	77494
Townewest Towne Hall	Main Room	10322 Old Towne LN	SUGAR LAND	77498
University Branch Library	Meeting Room 2	14010 University BLVD	SUGAR LAND	77479
Vadtal Dham Shree Swaminarayan Temple	TBD	10825 Clodine RD	RICHMOND	77407

Total Sites = 73

PRELIMINARY  
DRAFT



# City of Richmond

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## **Special Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, February 9, 2026 at 4:30 P.M.

- A4. Review and consider taking action on Resolution No. 37-2026, Joint Election Agreement and Contract for Election Services with Fort Bend County.



**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: February 9, 2026**

**Staff Review:**

City Manager \_\_\_\_\_  
City Attorney \_\_\_\_\_  
Finance \_\_\_\_\_  
Fire Department \_\_\_\_\_  
Police Department \_\_\_\_\_  
Public Works \_\_\_\_\_

**AGENDA ITEM:** Review and consider taking action on Resolution No. 37-2026, authorizing a Joint Election Agreement and Contract for Election Services with Fort Bend County.

**SYNOPSIS**

The proposed resolution authorizes the City Manager to execute a Joint Election Agreement and Contract for Election Services with Fort Bend County for the administration of the City's May 2, 2026 general election.

**COMPREHENSIVE PLAN GOALS ADDRESSED**

Promote efficient and cost-effective municipal operations through intergovernmental cooperation.

**BACKGROUND**

The City of Richmond contracts with Fort Bend County to administer municipal elections. Under the Joint Election Agreement, the Fort Bend County Elections Administrator will coordinate and conduct all aspects of the May 2, 2026 election, including staffing, equipment, Early Voting, Election Day operations, and tabulation of results.

The deadline for entities to enter into a joint election contract with Fort Bend County is February 13, 2026. Final costs are calculated after the election based on actual expenses and participation.

**SUPPORTING MATERIALS**

- Joint Election Agreement and Contract for Election Services with Fort Bend County.

**STAFF'S RECOMMENDATION**

Approve Resolution No. 37-2026 authorizing the City Manager to execute the Joint Election Agreement and Contract for Election Services with Fort Bend County.



## RESOLUTION NO. 37-2026

### **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH FORT BEND COUNTY, TEXAS FOR A JOINT ELECTION AGREEMENT AND CONTRACT ELECTION SERVICES**

Chapter 791 of the Texas Government Code authorizes local governmental entities to enter into Interlocal Agreements for greater efficiency and effectiveness in the performance of their functions.

The City of Richmond and Fort Bend County desire to enter into an Interlocal Agreement for a joint election agreement and contract election services.

The City Commission of the City of Richmond deems it in the public interest to enter into the Interlocal Agreement with Fort Bend County for a joint election agreement and contract election services; **NOW, THEREFORE,**

#### **BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:**

Section 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. The City Commission of the City of Richmond authorizes the City Manager to sign an Interlocal Agreement with Fort Bend County for a joint election agreement and contract election services as set forth in the joint election agreement attached hereto as Exhibit A.

Section 3. *Effective Date.* This Resolution shall be effective from and after its adoption.

PASSED AND APPROVED on this the 9<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
Barry Beard, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Lasha Gillespie, City Secretary

## Exhibit A

THE STATE OF TEXAS  
COUNTY OF FORT BEND

## JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through the Fort Bend County Elections Administrator pursuant to Texas Election Code Section 31.092, hereinafter referred to as the "County", and the City of Richmond hereinafter referred to as "Political Subdivision," for a joint May 2, 2026 election pursuant to Texas Election Code Section 271.002 .

### *RECITAL*

The City of Richmond is holding a General Election on May 2, 2026 (at the expense of the Political Subdivision) for the purpose of election Municipal Officers.

The County owns the Election Systems & Software EVS 6020 Voting System consisting of the ExpressVote Ballot Marking Device, the ExpressTouch electronic tabulation device, the DS-200 Precinct Tabulator, and the DS-450 Central Scanner and tabulator, which have been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

#### I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator", shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay the County for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the County may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that the County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the County's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

**Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

## III. VOTING LOCATIONS

The County has adopted a countywide polling place program. Voters who reside in Fort Bend County who wish to participate in this Joint Election may cast a ballot at any polling place open for this election. Voters who do not reside in Fort Bend County but within the boundaries of Political Subdivision and wish to participate in this Joint Election shall be assigned to one Early Voting and one Election Day polling location. The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 2, 2026 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, the County agrees to post a notice no later than May 2, 2026 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and addresses in effect for the May 2, 2026 election.

## IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by the County pursuant to Texas Election Code Section 32.091. Judges and Clerks will be compensated for actual time working at a polling place, time spent preparing the polling location prior to Election Day, and time spent attending any training classes required to successfully conduct the election. The election judge will receive an additional sum of \$25.00 for picking up the election

supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by the County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the City of Richmond as determined by the Human Resources Department of the City of Richmond.

## V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVI. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

If the boundaries of the political subdivision extend into another county, it shall be the responsibility of the political subdivision to request a poll book from the voter registrar of those counties and provide to the Elections Administrator within five calendar days before the start of Early Voting. It shall also be the responsibility of the Political Subdivision to request copies of Ballot by Mail applications from the Early Voting Clerk of those counties. Applications for ballot should be provided the latter of 45 days prior to Election Day, or 5 days after the calling of the election by the governing body of the political subdivision.

## VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating

authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by the County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing. Political Subdivision shall provide to the Elections Administrator copies of all ballot by mail applications submitted by voters who do not reside in Fort Bend County but within the boundaries of Political Subdivision.

Upon request, the Elections Administrator shall provide Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

## VII. EARLY VOTING BALLOT BOARD

The County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

## VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Chase Wilson, Elections Administrator
Tabulation Supervisor:	Veronica Fernandez, Assistant Elections Administrator
Presiding Judge:	Maria Rose Gonzalez, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "[www.fortbendvotes.org](http://www.fortbendvotes.org)".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

## IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision and the elections Administrator shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

## X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated among the participants to this agreement.

Any expenses incurred in the rental of polling place facilities shall be pro-rated among the participants to this agreement.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants to this agreement.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay the County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

## XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by the County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by Political Subdivision shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

## XII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of Political Subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with Political Subdivision.

### XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

### XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. The parties agree that under the Constitution and laws of the State of Texas, neither the County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend or Harris Counties, Texas.
7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

**XV. COST ESTIMATES AND DEPOSIT OF FUNDS**

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$12,624.00. The Political Subdivision agrees to pay to the County a deposit of \$7,580.40, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to the County within ten (10) days of the City's receipt of this agreement, authorized by the governing bodies of both parties and fully executed by both parties. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 2, 2026, election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to the County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, the County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

**XVI. RESULT OF NON-COMPLIANCE OF DEADLINES**

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 66th day (February 25, 2026) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 61<sup>st</sup> day before the election (March 2, 2026) that the Elections Office may impose a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 58th day before Election Day (March 5, 2026), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 been executed on behalf of Fort Bend County by the Elections Administrator pursuant to the Texas Election Code Section 31.092 so authorizing.
- (2) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 been executed on behalf of the City of Richmond by its Presiding Officer or authorized representative, pursuant to an action by the Governing Body of the City of Richmond.

**FORT BEND COUNTY**

By \_\_\_\_\_  
Chase Wilson  
Elections Administrator

**CITY OF RICHMOND:**

By \_\_\_\_\_



# City of Richmond

*Where History Meets Opportunity*

## **Special Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, February 9, 2026 at 4:30 P.M.

- A5. Review and consider discussing funding downtown sidewalk projects.



**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: 02/09/2026**

**Staff Review:**

City Manager \_\_\_\_\_  
City Attorney \_\_\_\_\_  
Finance \_\_\_\_\_  
Fire Department \_\_\_\_\_  
Police Department \_\_\_\_\_  
Public Works \_\_\_\_\_

**AGENDA ITEM: Review and provide direction regarding funding options for the Downtown Public Right-of-Way Sidewalk Improvements Capital Improvement Project.**

**SUBMITTED BY: Howard Christian and Isaias Preza**

**SYNOPSIS**

**Consider review and direction on funding options for the Downtown Public Right-of-Way Sidewalk Improvements Capital Improvement Project.**

**COMPREHENSIVE PLAN GOALS ADDRESSED**

**BACKGROUND**

**EXECUTIVE SUMMARY:**

The Downtown Public Right-of-Way (ROW) Sidewalk Improvements project was originally developed with a limited scope focused on sidewalk improvements along Morton Street only. The original cost estimate for the project was prepared prior to the COVID-19 pandemic and reflected construction pricing and conditions at that time.

As the project advanced into design, the scope was expanded to create a more cohesive and functional downtown improvement. Third Street was added to the project to provide continuity and to address several challenging ADA accessibility requirements that could not be adequately resolved within the original limits. In addition, decorative street lighting and associated electrical infrastructure were incorporated, and improvements to the Myrtle Street parking lot were added to bring that area into ADA compliance.

The project also now includes milling and overlay work along Morton Street. This work is driven primarily by ADA requirements rather than aesthetics. A simple overlay would not allow the City to achieve compliant grades and accessible routes; therefore, the street must be milled and re-overlaid to meet current standards.

As a result of these scope changes, the latest consultant estimate places the total project cost at approximately \$2.5 million. With about \$1.0 million currently available, the project faces a funding shortfall of roughly \$1.5 million. Potential funding options to address this gap are provided in Exhibit A for consideration.

**BUDGET ANALYSIS**

BUDGET AMENDMENT REQUIRED? YES  NO

Requested Amendment:

Budgeted funds estimated for FY2026:

Purchasing Review:

**Financial/Budget Review:**

FORM CIQ: \_\_\_\_\_

FORM 1295 \_\_\_\_\_

**SUPPORTING MATERIALS**

Exhibit A – Funding Options

**STAFF'S RECOMMENDATION**

City Manager Approval: \_\_\_\_\_

Exhibit A

Downtown Public ROW Sidewalks	
2,500,000.00	New Project Budget Estimate
1,008,250.00	Available Project Funding
<b>1,491,750.00</b>	<b>Shortage</b>

**Option 1 - DCR Inter-Fund Loan (10 Year loan at 3% Interest)**  
 Fiscal Year 2027 - 2036 (10 years) 174,878.61 Per Year

Pros	Cons
City can payoff early	Initial DCR Fund Balance drawdown
Set interest rate	Opportunity cost for 4B
Faster and more flexible	Debt category on City financials

**Option 2 - Standard Debt (20 Year Loan at 4%)**  
 Fiscal Year 2027 2047 (20 Years) 110,700.03 Per Year

Pros	Cons
Lower annual payments	City cannot payoff early
Possible DCR debt categorization	Higher interest paid + bond issuance cost
Faster and more flexible	Debt category on City financials

**Option 3 - Utility and General Fund Contingency with DCR Inter-Fund Loan**  
 100-6109-58000 300,000.00 1X Cost  
 300-6269-58000 300,000.00 1X Cost  
 Fiscal Year 2027 - 2036 (10 years) 104,540.30 Per Year

Pros	Cons
City can payoff early	Opportunity cost for 4B
Set interest rate + lower payments than option 1	Use of contingency early in the year
Faster and more flexible	Debt category on City financials

**Option 4 - Utility and General Fund Contingency and DCR Contribution**  
 100-6109-58000 300,000.00 1X Cost  
 300-6269-58000 300,000.00 1X Cost  
 800-6291-56080 891,750.00 1X Cost

Pros	Cons
No debt	DCR Fund Balance drawdown
Project is fully funded	Use of contingency early in the year
One-Time Cost	

**Option 5 - Utility and General Fund Contingency with DCR Inter-Fund Loan and DCR Contribution**  
 100-6109-58000 300,000.00 1X Cost  
 300-6269-58000 300,000.00 1X Cost  
 800-6291-56080 300,000.00 1X Cost  
 Fiscal Year 2027 - 2036 69,371.15 Per Year

Pros	Cons
Set interest rate + lower payments than option 1 & 3	Use of contingency early in the year
Faster and more flexible	DCR Fund Balance drawdown
City can payoff early	Debt category on City financials



# City of Richmond

*Where History Meets Opportunity*

## **Special Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, February 9, 2026 at 4:30 P.M.

- A6. Adjourn to Executive Session, as authorized by Texas Government Code, Sections 551.072 and 551.087, Deliberation regarding Real Property and Economic Development Negotiations.



# City of Richmond

*Where History Meets Opportunity*

## **Special Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

**Monday, February 9, 2026 at 4:30 P.M.**

### **EXECUTIVE SESSION**

In accordance with Chapter 551, Government Code, Vernon's Texas Code Annotated (V.T.C.A) (Open Meetings Law), "The City Commission may meet in a Closed Executive Meeting pursuant to provisions of the Open Meetings Law, Chapter 551, Government Code, V.T.C.A. in accordance with the authority contained in the following sections"; Sections 551.072 and 551.087, Deliberation regarding Real Property and Economic Development Negotiations.

- E1. Deliberation regarding Real Property.
- E2. Deliberation regarding Grant Agreements.
  - a. Project Bread
  - b. Project Fire House.

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



# City of Richmond

*Where History Meets Opportunity*

## **Special Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, February 9, 2026 at 4:30 P.M.

### **OPEN MEETING**

- C1. Reconvene into Open Meeting, and take action on items, if necessary.
- C2. Review and consider taking action on Resolution No. 38-2026 authorizing the Development Corporation of Richmond to enter into an Economic Development Grant Agreement for Project Bread.
- C3. Review and consider taking action on Resolution No. 39-2026 authorizing the Development Corporation of Richmond to enter into an Economic Development Grant Agreement for Fire House.
- C4. Adjournment.

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*

**RESOLUTION NO. 38-2026**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS AUTHORIZING AN ECONOMIC DEVELOPMENT GRANT AGREEMENT FOR PROJECT BREAD; AUTHORIZING EXPENDITURES PURSUANT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Richmond created the Development Corporation of Richmond pursuant to Texas Local Government Code, Chapters 501, 502, and 505 to encourage the promotion and development of new and expanded business enterprises in the City; and

**WHEREAS**, the Development Corporation of Richmond has negotiated an Economic Development Grant Agreement for Project Bread to facilitate improvements to an existing business within the City; and

**WHEREAS**, Project Bread proposes improvements to a property located within the City of Richmond, including building upgrades and the purchase and installation of commercial equipment, representing a minimum private investment of \$300,000; and

**WHEREAS**, the project is anticipated to result in the creation of at least four (4) full-time equivalent primary jobs and increased sales tax revenue for the City; and

**WHEREAS**, to encourage completion of the project and achievement of the stated economic objectives, the Development Corporation of Richmond has proposed a Chapter 380 economic development grant in an amount not to exceed \$24,339, subject to the terms and conditions of the Economic Development Grant Agreement; and

**WHEREAS**, the proposed agreement sets forth the respective rights, duties, obligations, and responsibilities of the parties; and

**WHEREAS**, the City Commission of the City of Richmond finds that authorizing the Economic Development Grant Agreement for Project Bread serves a valid public purpose and is in the best interest of the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:**

**Section 1.**

The City Commission hereby finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct.

**Section 2.**

The City Commission authorizes the Development Corporation of Richmond to enter into the Economic Development Grant Agreement for Project Bread, substantially in the

form attached hereto as Exhibit "A," with a grant amount not to exceed \$24,339, payable in accordance with the terms of the agreement.

**Section 3.**

The City Commission hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted as required by law and that the meeting was open to the public at all times in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code.

This Resolution is PASSED AND APPROVED on this the 9th day of February, 2026, and shall take effect immediately upon its passage.

\_\_\_\_\_  
Rebecca K. Haas, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lasha Gillespie, City Secretary

\_\_\_\_\_

**THE DEVELOPMENT CORPORATION OF RICHMOND AND  
JOSEPH CHAVEZ AND KAITLYN CHAVEZ  
ECONOMIC DEVELOPMENT AGREEMENT**

STATE OF TEXAS

§  
§  
§

**KNOW ALL BY THESE PRESENTS:**

COUNTY OF FORT BEND

**THIS ECONOMIC DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into by and between the **DEVELOPMENT CORPORATION OF RICHMOND** (the “DCR”) and **JOSEPH CHAVEZ AND KAITLYN CHAVEZ**, Individuals, the owners of Truffle & Rye Market and Cafe, (the “Developer”) (DCR and Developer collectively referred to as the “Parties”), to be effective on this the \_\_\_ day of February, 2026.

**RECITALS**

**WHEREAS**, the Developer is the lessee of certain real property located within the corporate limits of the City of Richmond, Texas, located at 107 S 3<sup>rd</sup> Street, Lots 13 and 14, Block 119, plat of Richmond, as more fully described on **Exhibit “A”** attached hereto (hereinafter referred to as the “Property”);

**WHEREAS**, the Developer intends to redevelop the Property to upgrade to a commercial kitchen facility suitable for use as a restaurant by purchase and installation of the equipment described in **Exhibit “B”** (the “Development”);

**WHEREAS**, the successful development of the Property will enhance the City’s sales tax, will create new employment opportunities in primary jobs as defined by Section 501.002, Texas Local Government Code, and will stimulate business and economic growth of the City;

**WHEREAS**, City and the DCR have determined that the economic incentives provided herein will directly serve a public purpose, being the promotion of the economic welfare of the City and surrounding areas, and that the Agreement contains the necessary controls to ensure the public purposes stated herein will be accomplished;

**WHEREAS**, City has concluded and hereby finds that this Agreement promotes economic development in the City, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State;

**WHEREAS**, the use of the Property and the other terms hereof are consistent with promoting local economic development and will stimulate local business and commercial activity;

**WHEREAS**, the City and the DCR intend, and in connection with such intention, approve this Economic Development Agreement for improvements to the Property and new and retained primary jobs on the property for the purpose of encouraging business expansion and the creation of new jobs in the City; and

**WHEREAS**, it is in the public interest of the City of Richmond that this Agreement be entered with the Developer to encourage the development of new and expanded business in the City, the refurbishing of existing business buildings, the creation of new and retention of primary jobs, and the increase of the tax base (ad valorem and sales taxes) within the City.

**NOW, THEREFORE**, in consideration of the representations made by the Developer to the DCR, and the covenants and agreements of the Developer set forth herein, the receipt and sufficiency of which is hereby acknowledged, the City and the DCR have approved and authorized this Agreement for development reimbursements and economic incentives as follows:

### **DEFINITIONS**

- A. **"Business Operations"** refers to the commercial restaurant and other business operations located on the Property.
- B. **"Commencement Date"** is defined to mean the effective date established in the preamble to this agreement.
- C. **"Maximum Grant Amount"** is defined as a total of \$24,339.00.
- D. **"Property"** is defined to mean Lots 13 and 14, Block 119, plat of Richmond, as more fully described on Exhibit "A" attached hereto (hereinafter referred to as the "Property").
- E. **"Real Property Improvements"** are defined as the upgrade of the building located at 107 S 3<sup>rd</sup> Street, Richmond, Texas to include a commercial kitchen facility suitable for use as a restaurant, including the purchase and installation of the equipment described in **Exhibit "B;"** such improvements to the Property and shall include buildings, structures or fixtures erected or affixed to land and that are included in the definition of real property set forth in Section 1.04(2), Texas Tax Code, as amended.
- F. **"Threshold Documentation"** is defined as: (1) the certificate of occupancy; (2) the Developer's project management systems records showing the budgeted costs, actual expenditures, and the outstanding expenditures; and (3) the annual certification and report required under Article 2.02F.
- G. **"Threshold Grant Criteria"** is defined as the criteria Developer is required to achieve in order for the payment of the incentives described in Article 3 herein to begin, which criteria are set forth in Article 2.

### **Article 1. General Provisions**

1.01. **Term.** This Agreement shall become enforceable upon the Effective Date, as hereinafter established, and shall continue until the Expiration Date, as hereinafter established, unless terminated sooner by mutual agreement of the Parties.

1.02. **No Conflict of Interest.** The Property is not owned or leased by any member of the DCR or the Richmond City Commission or any family member of either.

1.03 **Recitals.** The recitals in this Agreement are represented by the Parties to be accurate and incorporated for all purposes as part of the Agreement.

1.05 **Representations and Warranties.**

- A. The DCR hereby represents and warrants to the Developer that the DCR has the lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary the DCR proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the DCR, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.
- B. The Developer hereby represents and warrants to the DCR that the Developer has lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the Developer, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

## Article 2. Performance Criteria

2.01 **Threshold Grant Criteria.** The Parties acknowledge and agree that the Developer must achieve the following criteria to be eligible to receive the grant funds contemplated under this Agreement:

- A. The Developer agrees to remodel the entire space as submitted for permitting as depicted in the plans attached as Exhibit “B” and to maintain a lease-hold interest in the Property for use as a commercial restaurant and in accordance with the terms of this Agreement.
- B. The construction of the restaurant improvements on the Property and the installation of the equipment will conform to the building standards set forth by the Building Codes of the City of Richmond. The use of the Property must comply with the City’s Unified Development Code. All regulations, codes, and ordinances of the City of Richmond will be adhered to during construction of the building improvements to the property.
- C. The Developer must submit plans for the redevelopment of the Property within 60 days of the Commencement Date and shall diligently pursue the issuance of the permits required for the improvements of the Property.
- D. The Developer must start construction within four (4) months of the Commencement Date of this Agreement and complete construction and occupied for operation of a restaurant within twelve (12) months of the Commencement Date. As evidence of completion, the Developer will submit to the DCR a certificate of occupancy allowing use of the property as a commercial restaurant as proof of completion of construction.
- E. During construction of the Property improvements, the Developer may submit documentation to the DCR demonstrating its actual project costs of not less than \$39,500 for the grant payment of \$24,339 and a total of not less than \$300,000 for the entire project. The Developer’s documentation will be supported by paid invoices or statements and such additional records reasonably demonstrating to the DCR of the Developer’s actual project costs.

In the event Developer fails to satisfy any of the above-listed criteria, then the DCR may terminate this Agreement by written notice to the Developer. Upon such notice, the Parties will be mutually released from this Agreement and without any liability under the Agreement.

**2.02. Ongoing Grant Criteria.** The Parties acknowledge and agree that the Developer must achieve the following criteria to be eligible to receive the grant funds contemplated under this Agreement:

A. The Developer agrees that as a result of the improvements described herein that a total of 4 full-time equivalent employees. The Developer agrees that the 4 full-time equivalent employees will be employed within 10 months of the Commencement Date and shall maintain such employment during the term of this Agreement. Full-time equivalent employment means 1,645 hours per calendar year.

B. The Developer shall maintain the equipment described in Exhibit “B” on the Property for the term of this Agreement.

C. The Developer agrees that it will maintain a lease-hold interest and operate Developer’s business on the Property meeting the above terms and obligation for a period of five years from the Commencement Date.

D. The Developer must provide an annual written certification to the DCR that the Developer is in compliance with the terms of this Agreement. The certification shall be in the form of the Annual Grant Report (the “Report”) attached hereto as Exhibit C. The Report shall be filed every year for which a Grant payment is due and must be filed not later than April 30 during the term of this Agreement. The Report for the first year a Grant payment is due must be accompanied by the Threshold Criteria Documentation. A failure to submit the Report by this date shall be an Event of Default and subject to the remedies in Article 6.

E. The Developer agrees that if any terms and conditions of this Agreement are not met or are violated throughout the term of this Agreement, that all grant payments received by the Developer during the years they were out of compliance with the terms and conditions of this Agreement will be reimbursed to the City.

### Article 3. **Grants and Term**

**3.01 Grant.** Upon the Developer’s satisfaction of the criteria in Section 2.01A, B, C, and D, above; and upon Developer’s satisfaction of the Ongoing Grant Criteria in Section 2.02, above, and certification of satisfaction of the Ongoing Grant Criteria by submission of the Annual Grant Report, the Developer is entitled to and will be paid a Grant in an amount equal to \$24,359 in actual expenditures made and proven to the DCR, related to the Real Property Improvements, such Grant estimated to be \$24,359 (the “Grant”). The Grant shall be equal to the actual purchase price of the 5 pieces of equipment described in Exhibit “B.”

**3.02 Term and Maximum Grant Amount.** The term of the Chapter 380 Grant will be for a period beginning during the 2025-2026 fiscal year and ending on the earlier of (a) the end of the 2030-2031 fiscal year. The payment schedule is as follows:

Payment within 90 days after proof of expenditures as set forth in Sec. 2.01 E, herein.

3.03. The DCR shall have the right, if it deems necessary, to examine the appropriate business records of the Developer.

3.04. The City joins as a party to this Agreement for the limited purposes of approving the Agreement as required by Section 505.158, Texas Local Government Code.

#### **Article 4. Effect of Sale and Assignment**

4.01. The Developer may transfer or assign this Agreement without the DCR's written consent as evidenced by an action duly enacted by Board of Directors after receipt by the DCR of the Developer's written notification of such proposed transfer at least sixty (60) days before the effective date thereof, provided that the DCR's consent shall not unreasonably be withheld, conditioned, or delayed.

4.02. Any attempted transfer or assignment of this Agreement in violation of the terms set forth in this Article 5 shall be void ab initio and shall entitle the DCR to terminate this Agreement by written notice to the Developer, whereupon the parties hereto shall be relieved of all duties hereunder. Provided, however, that such termination shall not be effective if, within ten (10) days after its receipt of the DCR's termination notice, the Developer shall notify the DCR that the Developer has rescinded such attempted transfer or assignment.

4.03 Effective as of the effective date of a transfer or assignment pursuant to Section 4.01 above, the Developer will be released from any further duties or obligations under this Agreement, provided however, that the transferee or assignee must agree in writing to assume and be bound by the terms of this Agreement before the Developer will be so released.

#### **Article 5. Independent Contractor/Indemnity**

5.01. In executing this Agreement and in performing their respective obligations hereunder, the DCR and the Developer are acting independently and not in any form of partnership or joint venture. The Developer is an independent contractor. The DCR assumes no responsibilities or liabilities to any third parties in connection with this Agreement.

#### **Article 6. Events of Default, Notice of Default, Remedies.**

6.01. It will be an Event of Default upon the occurrence of the following:

- i. The Developer's use of the Property not in compliance with the City of Richmond's Unified Development Code;
- ii. The Developer's failure to develop the Property in compliance with the building standards set forth by the Building Codes of the City of Richmond; or
- iii. The Developer's failure to pay real property taxes on the Property, but excluding the Developer's appeal or disputed tax assessments; or
- iv. Failure of the Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the property; or
- v. The dissolution or termination of the Developer's existence as a going business, Developer insolvency, appointment of receiver for any part of its property, any assignment of all or substantially all of the assets of the Developer for the benefit of

- creditors of the Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Developer; or
- vi. Any warranty, representation or statement made or furnished to the DCR by or on behalf of the Developer under this Agreement which was false or misleading in any material respect, either now or at the time made or furnished, and the Developer fails to cure same within thirty (30) days after written notice from the DCR describing the violation, or if such violation cannot be cured within such 30-day period in the exercise of all due diligence, then if the Developer fails to commence such cure within such 30-day period or fails to continuously thereafter diligently prosecute the cure of such violation; or if the Developer learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and the Developer fails to provide written notice to the DCR of the false and misleading nature of such warranty, representation or statement within ten (10) days after the Developer learns of its false or misleading nature; or
  - vii. The Developer vacates or abandons all or any substantial portion of the Property without making reasonable efforts to sell, lease, or assign the Property to an entity that would make reasonable efforts to continue to operate same.

## **6.02 Notice of Default.**

### **A. Developer's Default.**

1. Upon the occurrence of an Event of Default by the Developer, then the DCR may notify the Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity.
2. The Developer shall, within sixty (60) days after receipt of such notice or such longer period of time as the DCR may specify in such notice, either cure such alleged failure or, in a written response to the DCR, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.
3. The DCR will review the Developer's response, if any, and determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the Developer. The Developer agrees to cooperate with the DCR's inquiry and to make available and deliver to the DCR, if requested, any records, documents, or other information necessary to address the issues raised in the notice of default to the Developer.
4. In the event that the DCR determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the DCR, or that such failure is excusable, such determination shall conclude the investigation.
5. If the DCR determines that a failure to comply with a provision has occurred and

that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer in a manner and in accordance with a schedule reasonably satisfactory to the DCR, then the DCR Board may take any appropriate action to enforce this Agreement at law or in equity.

## **B. DCR's Default**

Notwithstanding anything herein to the contrary, the DCR will not be deemed to be in default hereunder until the passage of 60 calendar days after receipt by the DCR of written notice of default from the Developer, or if such default cannot be cured within such period, then such additional period as shall be reasonable and agreed to, provided the DCR commences to cure such default within such period and proceeds diligently to prosecute such cure to completion.

### **6.03 Remedies**

#### **A. Developer's Default**

In the event of the Developer's uncured default of this Agreement, then the DCR may terminate this Agreement and pursue all other remedies at law or in equity.

#### **B. DCR's Default**

In the event of the DCR's uncured default to this Agreement, then the Developer's sole and exclusive remedy will be to terminate this Agreement. Upon such termination, the DCR will be relieved of all obligations under this Agreement.

### **Article 7. Notice**

7.01. All notices required or permitted by this Agreement will be delivered either by: (a) certified mail, postage prepaid, effective five (5) days after mailing; or (b) by hand delivery, effective upon signed and receipted delivery, in either case addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

**As to Joseph Chavez and Kaitlyn**

**Chavez:**

Joseph Chavez and Kaitlyn Chavez  
1077 S 3<sup>rd</sup> Street  
Richmond, TX 77469

**As to the DCR:**

Development Corporation of Richmond  
Attn: Economic Development Director  
402 Morton Street  
Richmond, TX 77469

**As to the City:**

City of Richmond, Texas  
Attn: City Manager  
402 Morton Street  
Richmond, Texas 77469

## Article 8. **DCR Authorization**

By action taken by the Board of Directors of the DCR on the 21st day of January, 2026 this Agreement was approved and its President was authorized to sign this Agreement and take other action to make this Agreement effective.

## Article 9. **Severability**

In the event any section, subsection, paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete only said invalid section, subsection, paragraph, sentence, phrase, or word.

## Article 10. **Applicable Law**

This Agreement shall be construed under the laws of the State of Texas, without regard to conflict of law provisions. Venue for any action under this Agreement shall be the State District Court of Fort Bend County, Texas.

## Article 11. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

## Article 12. **Amendments**

This Agreement embodies the complete Agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be amended without written agreement of the parties to be attached to and made a part of this Agreement.

## Article 13. **Covenants running with the Property**

The provisions of this Agreement are hereby mutually declared to be covenants running with the Property and are fully binding on all successors, heirs, and assigns of the Developer as current Owner, who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title, or interest in such Property.

## Article 14. **Recordation of Agreement**

It is mutually hereby agreed that a certified copy of this Agreement shall be recorded by the City of Richmond City Secretary in the Records of the City of Richmond, Fort Bend County, Texas and in the records of the DCR.

## Article 15. **Incorporation of Recitals**

The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

## Article 16. **Incorporation of Exhibits**

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**EXECUTED** in triplicate (3) originals, this the \_\_\_\_ day of \_\_\_\_\_, 2026.

**DEVELOPMENT CORPORATION OF RICHMOND**

By: \_\_\_\_\_  
Rebecca K. Haas  
President

**EXECUTED** in triplicate originals this the \_\_\_\_ day of \_\_\_\_\_, 2026.

**Joseph Chavez**

By: \_\_\_\_\_  
Joseph Chavez

**Kaitlyn Chavez**

By: \_\_\_\_\_  
Kaitlyn Chavez

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE**  
**See Attached for Description of REAL ESTATE**

107 S 3<sup>rd</sup> Street, Lots 13 and 14, Block 119, plat of Richmond, as recorded at Vol. A, Page 62,  
Deed Records of Fort Bend County, Texas.

**EXHIBIT “B”**  
**Development Plans**

# Equipment Details

1. Cooking Performance Group 36EGU36CB Ultra Series Electric 36" Chrome Griddle with Refrigerated Base  
Price: \$4,359.99



- 1" chrome plated griddle plate
- Thermostatic controls (150–450°F)
- Two refrigerated drawers for ingredients
- Base uses R-290 refrigerant; 1/3 hp, 115V
- Requires 208/240V electrical connection

Justification: Allows storage, prep, and cooking in one station for efficient operations.

Link: <https://www.webstaurantstore.com/cooking-performance-group-36egu36cb-ultra-series-electric-36-countertop-chrome-griddle-with-thermostatic-controls-and-36-refrigerated-base-208-240v-12-000w/35136EGU36CB.html>

2. Cooking Performance Group ER36-240-1 36" 6-Burner Electric Range with Standard Oven  
Price: \$2,839.00

- Stainless steel front and top with aluminized steel sides
- Six individually controlled French-style burners
- Oven with thermostatic controls (122–500°F)
- Two adjustable oven racks
- Convertible to 3-phase unit

Justification: Provides versatility and high-capacity cooking for an expanded menu.

Link: <https://www.webstaurantstore.com/cooking-performance-group-er36-240-1-36-6-burner-electric-range-with-standard-oven-240v-1-phase/351ER36SD.html>



# Equipment Details

3. Imperial Range Pro Series IR-10-E 60" Electric Range with 10 Round Plates and 2 Standard Ovens - 208V, 1 Phase

Price: \$14,449.00

- Features 10 solid 9" plate elements that heat evenly and prevent spills from entering the unit
- Unique burner baffle distributes heat evenly throughout the oven cavity
- Each oven accommodates standard 18" x 26" sheet pans left-to-right and front-to-back
- Porcelainized oven interiors and stainless steel exterior are durable and easy to clean
- Requires a 208V, 1 phase electrical connection for operation

Justification: Allows storage, prep, and cooking in one station for efficient operations.

Link: <https://www.webstaurantstore.com/imperial-range-pro-series-ir-10-e-60-electric-range-with-10-round-plates-and-2-standard-ovens-208v-1-phase/974IR10EB.html>



4. Endura 3925A02LO Lo-Pro 50 lb. 25 GPM Low Profile Grease Trap with 2" Hub

Price: \$449.99

- Made from injection molded thermoplastic that is easy to clean and resists corrosion
- Lo-Pro design is only 11" tall for on-floor installation in tight spaces; 2" hub
- Silicone seal and EZ-Open lid latches; full top access and removable baffles
- Includes a flow control device for efficient operation
- 50 lb. total grease capacity; 25 GPM flow rate

Link: <https://www.webstaurantstore.com/ipex-endura-3925a02lo-lo-pro-50-lb-25-gpm-low-profile-grease-trap-with-2-hub/4543925A02LO.html>



5. Moyer Diebel 601HTG Undercounter High Temperature Glass Washer with Booster - 208-240V

Price: \$5065.79

- Shear Energy technology reduces energy requirements while maximizing performance
- Built-in booster ensures 180 degree Fahrenheit rinse cycle
- StemSure soft start feature prevents dishes and glassware from breaking
- Multi-Power allows for infield conversion to 208-240V and/or single to three phase in field
- 141 second cycle hour cleans 25 racks/hr using 1.8 gal/rack

Link: <https://www.webstaurantstore.com/moyer-diebel-601htg-undercounter-high-temperature-glass-washer-with-booster-208-240v/253601HTG.html>



# Installation Quote

Vendor: Total Comfort Solutions, LLC

Quote #: 6502013

Date: September 5, 2025

Description: Installation of self-contained exhaust hood, wall mount, electrical runs, flue, roof penetration, permits, and 5-year parts warranty.

Total Cost: \$12,389.17

Total Comfort Solutions LLC  
 1007 Hidden Canyon Rd  
 Katy TX 77450  
 Service@totalcomforttexas.com  
 Office: 713-714-7228  
 Call: 832-815-7295  
 www.totalcomforttexas.com  
 TACLA00078359c



**QUOTE**

truffle and rye  
 107 s 3rd st  
 richmond TX 77469  
 714-299-8970  
 Joey@thehiddenruffletx.com

Quote # 6502013  
 Quote Date 08/05/2025

Item	Description	Unit Price	Quantity	Amount
	Install: Self contained exhaust hood. Wall mount Electrical and dedicated breaker 8 inch exhaust flue ceiling and roof penetration and roof adapter all permits required and all electrical runs for unit 5 year warranty all parts	12389.17	1.00	12,389.17
<b>Subtotal</b>				12,389.17
<b>Total</b>				12,389.17
<b>Amount Paid</b>				0.00
<b>Quote</b>				\$12,389.17

**EXHIBIT C**

**ANNUAL GRANT REPORT FORM**

**Annual Grant Certification - Tax Year \_\_\_\_\_**

**PROJECT STATUS**

Commence construction of Real Property Improvements \_\_\_\_\_

**Please provide each of the following documents as an attachment to this Certification (first year only):**

- Issuance of a building permit from the City of Richmond
- Certificate of Occupancy

**FULL-TIME EMPLOYMENT EQUIVALENT REPORT**

Average number of full-time job equivalents \_\_\_\_\_.

Total number of hours worked by employees \_\_\_\_\_.

**CERTIFICATION**

I certify that to the best of my knowledge and belief, the information and attached documents provided in this Annual Grant Certification are true and accurate and in compliance with the terms of the Agreement with the Development Corporation of Richmond.

## RESOLUTION NO. 39-2026

### **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS AUTHORIZING AN ECONOMIC DEVELOPMENT GRANT AGREEMENT FOR PROJECT FIRE HOUSE; AUTHORIZING EXPENDITURES PURSUANT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Richmond created the Development Corporation of Richmond pursuant to Texas Local Government Code, Chapters 501, 502, and 505 to encourage the promotion and development of new and expanded business enterprises in the City; and

**WHEREAS**, the Development Corporation of Richmond has negotiated an Economic Development Grant Agreement for Project Fire House to facilitate the redevelopment and expansion of an existing business within the City; and

**WHEREAS**, Project Fire House proposes substantial improvements to a property located within the City of Richmond, including building upgrades, mechanical and plumbing improvements, and the purchase and installation of furniture, fixtures, and equipment, representing a minimum private investment of \$1,250,000; and

**WHEREAS**, the project is anticipated to result in the creation of at least fifteen (15) full-time equivalent primary jobs and increased sales tax and ad valorem tax revenue for the City; and

**WHEREAS**, to encourage completion of the project and achievement of the stated economic objectives, the Development Corporation of Richmond has proposed a Chapter 380 economic development grant in an amount not to exceed \$700,000, subject to the terms and conditions of the Economic Development Grant Agreement; and

**WHEREAS**, the proposed agreement sets forth the respective rights, duties, obligations, and responsibilities of the parties; and

**WHEREAS**, the City Commission of the City of Richmond finds that authorizing the Economic Development Grant Agreement for Project Fire House serves a valid public purpose and is in the best interest of the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:**

#### **Section 1.**

The City Commission hereby finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct.

**Section 2.**

The City Commission authorizes the Development Corporation of Richmond to enter into the Economic Development Grant Agreement for Project Fire House, substantially in the form attached hereto as Exhibit "A," with a grant amount not to exceed \$700,000, payable in accordance with the terms of the agreement.

**Section 3.**

The City Commission hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted as required by law and that the meeting was open to the public at all times in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code.

This Resolution is PASSED AND APPROVED on this the 9th day of February, 2026, and shall take effect immediately upon its passage.

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Rebecca K. Haas, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lasha Gillespie, City Secretary

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**THE DEVELOPMENT CORPORATION OF RICHMOND AND  
JAMES E. CANTU, d/b/a PIER 36 SEAFOOD & OYSTER BAR  
ECONOMIC DEVELOPMENT AGREEMENT**

**STATE OF TEXAS**

§  
§  
§

**KNOW ALL BY THESE PRESENTS:**

**COUNTY OF FORT BEND**

**THIS ECONOMIC DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into by and between the **DEVELOPMENT CORPORATION OF RICHMOND** (the “DCR”) and **JAMES E. CANTU**, Individual, the owner of Pier 36 Seafood & Oyster Bar, (the “Developer”) (DCR and Developer collectively referred to as the “Parties”), to be effective on this the \_\_\_ day of February, 2026.

**RECITALS**

**WHEREAS**, the Developer is the lessee of certain real property located within the corporate limits of the City of Richmond, Texas, located at 112 Jackson Street, All of Reserve “A” of City of Richmond Block 107 Replat, an addition in Fort Bend County according to the map or plat thereof recorded in Plat No. 20200214, of the Plat Records of Fort Bend County, Texas (hereinafter referred to as the “Property”);

**WHEREAS**, the Developer intends to redevelop the Property into an expanded home for Pier 36 Seafood & Oyster Bar, key elements include the full buildout with upgraded mechanical, plumbing, and kitchen systems; installation of new furniture, fixtures, and equipment; creation of a large outdoor patio for dining and live entertainment; and design and preservation efforts to maintain the historic integrity of the structure described in **Exhibit “B”** (the “Development”);

**WHEREAS**, the successful redevelopment of the Property will enhance the City’s ad valorem tax base and sales tax, will create new employment opportunities in primary jobs as defined by Section 501.002, Texas Local Government Code, and will stimulate business and economic growth of the City;

**WHEREAS**, City and the DCR have determined that the economic incentives provided herein will directly serve a public purpose, being the promotion of the economic welfare of the City and surrounding areas, and that the Agreement contains the necessary controls to ensure the public purposes stated herein will be accomplished;

**WHEREAS**, City has concluded and hereby finds that this Agreement promotes economic development in the City, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State;

**WHEREAS**, the use of the Property and the other terms hereof are consistent with promoting local economic development and will stimulate local business and commercial activity;

**WHEREAS**, the City and the DCR intend, and in connection with such intention, approve this Economic Development Agreement for improvements to the Property and new and retained primary jobs on the property for the purpose of encouraging business expansion and the creation of new jobs in the City; and

**WHEREAS**, it is in the public interest of the City of Richmond that this Agreement be entered with the Developer to encourage the development of new and expanded business in the City, the refurbishing of existing business buildings, the creation of new and retention of primary jobs, and the increase of the tax base (ad valorem and sales taxes) within the City.

**NOW, THEREFORE**, in consideration of the representations made by the Developer to the DCR, and the covenants and agreements of the Developer set forth herein, the receipt and sufficiency of which is hereby acknowledged, the City and the DCR have approved and authorized this Agreement for development reimbursements and economic incentives as follows:

### **DEFINITIONS**

- A. **"Business Operations"** refers to the commercial restaurant and other business operations located on the Property.
- B. **"Commencement Date"** is defined to mean the effective date established in the preamble to this agreement.
- C. **"Maximum Grant Amount"** is defined as a total of \$700,000.00.
- D. **"Property"** is defined to mean all of Reserve "A" of City of Richmond Block 107 Replat, an addition in Fort Bend County according to the map or plat thereof recorded in Plat No. 20200214, of the Plat Records of Fort Bend County, Texas (hereinafter referred to as the "Property").
- E. **"Real Property Improvements"** are defined as the upgrade of the building located at 112 Jackson Street, Richmond, Texas redevelop the Property into an expanded home for Pier 36 Seafood & Oyster Bar, key elements include the full buildout with upgraded mechanical, plumbing, and kitchen systems; installation of new furniture, fixtures, and equipment; creation of a large outdoor patio for dining and live entertainment; and design and preservation efforts to maintain the historic integrity of the structure; to include a commercial kitchen facility suitable for use as a restaurant, including the purchase and installation of the equipment described in **Exhibit "B;"** such improvements to the Property and shall include buildings, structures or fixtures erected or affixed to land and that are included in the definition of real property set forth in Section 1.04(2), Texas Tax Code, as amended.
- F. **"Threshold Documentation"** is defined as: (1) the certificate of occupancy; (2) the Developer's project management systems records showing the budgeted costs, actual expenditures, and the outstanding expenditures; and (3) the annual certification and report required under Article 2.02F.
- G. **"Threshold Grant Criteria"** is defined as the criteria Developer is required to achieve in order for the payment of the incentives described in Article 3 herein to begin, which criteria are set forth in Article 2.

#### Article 1. General Provisions

1.01. **Term.** This Agreement shall become enforceable upon the Effective Date, as hereinafter established, and shall continue until the Expiration Date, as hereinafter established, unless terminated sooner by mutual agreement of the Parties.

1.02. **No Conflict of Interest.** The Property is not owned or leased by any member of the DCR or the Richmond City Commission or any family member of either.

1.03 **Recitals.** The recitals in this Agreement are represented by the Parties to be accurate and incorporated for all purposes as part of the Agreement.

**1.05 Representations and Warranties.**

- A. The DCR hereby represents and warrants to the Developer that the DCR has the lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary the DCR proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the DCR, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.
- B. The Developer hereby represents and warrants to the DCR that the Developer has lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the Developer, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

**Article 2. Performance Criteria**

2.01 **Threshold Grant Criteria.** The Parties acknowledge and agree that the Developer must achieve the following criteria to be eligible to receive the grant funds contemplated under this Agreement:

- A. The Developer agrees to remodel the space as submitted for permitting as depicted in the plans attached as Exhibit “B” and to maintain a lease-hold interest in the Property for use as a commercial restaurant and in accordance with the terms of this Agreement.
- B. The construction of the restaurant improvements on the Property and the installation of the equipment will conform to the building standards set forth by the Building Codes of the City of Richmond. The use of the Property must comply with the City’s Unified Development Code. All regulations, codes, and ordinances of the City of Richmond will be adhered to during construction of the building improvements to the property.
- C. The Developer must submit plans for the redevelopment of the Property within 60 days of the Commencement Date and shall diligently pursue the issuance of the permits required for the improvements of the Property.
- D. The Developer must start construction within four (4) months of the Commencement Date of this Agreement and complete construction and occupied for operation of a restaurant within twelve (12) months of the Commencement Date. As evidence of

completion, the Developer will submit to the DCR a certificate of occupancy allowing use of the property as a commercial restaurant as proof of completion of construction.

- E. During construction of the Property improvements, the Developer may submit documentation to the DCR demonstrating its actual project costs of not less than \$1,250,000 for the entire project for the grant payment of \$700,000. The Developer's documentation will be supported by paid invoices or statements and such additional records reasonably demonstrating to the DCR of the Developer's actual project costs.

In the event Developer fails to satisfy any of the above-listed criteria, then the DCR may terminate this Agreement by written notice to the Developer. Upon such notice, the Parties will be mutually released from this Agreement and without any liability under the Agreement.

**2.02. Ongoing Grant Criteria.** The Parties acknowledge and agree that the Developer must achieve the following criteria to be eligible to receive the grant funds contemplated under this Agreement:

A. The Developer agrees that as a result of the improvements described herein that a total of 15 additional full-time equivalent employees. The Developer agrees that the 15 full-time equivalent employees will be employed within 10 months of the Commencement Date and shall maintain such employment during the term of this Agreement. Full-time equivalent employment means 1,645 hours per calendar year.

B. The equipment described in Exhibit "B" shall be kept on the Property for the term of this Agreement, unless removal is authorized in writing by the DCR.

C. The Developer agrees that it will maintain a lease-hold interest and operate Developer's business on the Property meeting the above terms and obligation for a period of fifteen (15) years from the Commencement Date.

D. The Developer must provide an annual written certification to the DCR that the Developer is in compliance with the terms of this Agreement. The certification shall be in the form of the Annual Grant Report (the "Report") attached hereto as Exhibit C. The Report shall be filed every year for which a Grant payment is due and must be filed not later than April 30 during the term of this Agreement. The Report for the first year a Grant payment is due must be accompanied by the Threshold Criteria Documentation. A failure to submit the Report by this date shall be an Event of Default and subject to the remedies in Article 6.

E. The Developer agrees that if any terms and conditions of this Agreement are not met or are violated throughout the term of this Agreement, that 1/15<sup>th</sup> of all grant payment received by the Developer for each year they were out of compliance with the terms and conditions of this Agreement will be reimbursed to the City.

### Article 3. Grants and Term

**3.01 Grant.** Upon the Developer's satisfaction of the criteria in Section 2.01A, B, C, D, and E above; and upon Developer's satisfaction of the Ongoing Grant Criteria in Section 2.02, above, and certification of satisfaction of the Ongoing Grant Criteria by submission of the Annual Grant Report, the Developer is entitled to and will be paid a Grant in an amount equal to \$700,000 in anticipation of actual expenditures to be made and proven to the DCR, related to the

Real Property Improvements, such Grant shall not exceed a Grant total not to exceed \$700,000 (the “Grant”).

**3.02 Term and Maximum Grant Amount.** The term of the Chapter 380 Grant will be for a period beginning during the 2025-2026 fiscal year and ending on the earlier of (a) the end of the 2040-2041 fiscal year. The Grant payment shall be paid within 90 days after proof of expenditures as set forth in Sec. 2.01 D, herein.

3.03. The DCR shall have the right, if it deems necessary, to examine the appropriate business records of the Developer.

3.04. The City joins as a party to this Agreement for the limited purposes of approving the Agreement as required by Section 505.158, Texas Local Government Code.

#### **Article 4. Effect of Sale and Assignment**

4.01. The Developer may transfer or assign this Agreement without the DCR’s written consent as evidenced by an action duly enacted by Board of Directors after receipt by the DCR of the Developer’s written notification of such proposed transfer at least sixty (60) days before the effective date thereof, provided that the DCR’s consent shall not unreasonably be withheld, conditioned, or delayed.

4.02. Any attempted transfer or assignment of this Agreement in violation of the terms set forth in this Article 5 shall be void ab initio and shall entitle the DCR to terminate this Agreement by written notice to the Developer, whereupon the parties hereto shall be relieved of all duties hereunder. Provided, however, that such termination shall not be effective if, within ten (10) days after its receipt of the DCR’s termination notice, the Developer shall notify the DCR that the Developer has rescinded such attempted transfer or assignment.

4.03 Effective as of the effective date of a transfer or assignment pursuant to Section 4.01 above, the Developer will be released from any further duties or obligations under this Agreement, provided however, that the transferee or assignee must agree in writing to assume and be bound by the terms of this Agreement before the Developer will be so released.

#### **Article 5. Independent Contractor/Indemnity**

5.01. In executing this Agreement and in performing their respective obligations hereunder, the DCR and the Developer are acting independently and not in any form of partnership or joint venture. The Developer is an independent contractor. The DCR assumes no responsibilities or liabilities to any third parties in connection with this Agreement.

#### **Article 6. Events of Default, Notice of Default, Remedies.**

6.01. It will be an Event of Default upon the occurrence of the following:

- i. The Developer’s use of the Property not in compliance with the City of Richmond’s Unified Development Code;
- ii. The Developer's failure to develop the Property in compliance with the building standards set forth by the Building Codes of the City of Richmond; or
- iii. The Developer’s failure to pay real property taxes on the Property, but excluding the

- Developer's appeal or disputed tax assessments; or
- iv. Failure of the Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the property; or
  - v. The dissolution or termination of the Developer's existence as a going business, Developer insolvency, appointment of receiver for any part of its property, any assignment of all or substantially all of the assets of the Developer for the benefit of creditors of the Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Developer; or
  - vi. Any warranty, representation or statement made or furnished to the DCR by or on behalf of the Developer under this Agreement which was false or misleading in any material respect, either now or at the time made or furnished, and the Developer fails to cure same within thirty (30) days after written notice from the DCR describing the violation, or if such violation cannot be cured within such 30-day period in the exercise of all due diligence, then if the Developer fails to commence such cure within such 30-day period or fails to continuously thereafter diligently prosecute the cure of such violation; or if the Developer learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and the Developer fails to provide written notice to the DCR of the false and misleading nature of such warranty, representation or statement within ten (10) days after the Developer learns of its false or misleading nature; or
  - vii. The Developer vacates or abandons all or any substantial portion of the Property without making reasonable efforts to sell, lease, or assign the Property to an entity that would make reasonable efforts to continue to operate same.

## **6.02 Notice of Default.**

### **A. Developer's Default.**

1. Upon the occurrence of an Event of Default by the Developer, then the DCR may notify the Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity.
2. The Developer shall, within sixty (60) days after receipt of such notice or such longer period of time as the DCR may specify in such notice, either cure such alleged failure or, in a written response to the DCR, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.
3. The DCR will review the Developer's response, if any, and determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the Developer. The Developer agrees to cooperate with the DCR's inquiry and to make available and deliver to the DCR, if requested, any records, documents, or other information necessary to address the issues raised in the notice of default to

the Developer.

- 4, In the event that the DCR determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the DCR, or that such failure is excusable, such determination shall conclude the investigation.
5. If the DCR determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer in a manner and in accordance with a schedule reasonably satisfactory to the DCR, then the DCR Board may take any appropriate action to enforce this Agreement at law or in equity.

#### **B. DCR's Default**

Notwithstanding anything herein to the contrary, the DCR will not be deemed to be in default hereunder until the passage of 60 calendar days after receipt by the DCR of written notice of default from the Developer, or if such default cannot be cured within such period, then such additional period as shall be reasonable and agreed to, provided the DCR commences to cure such default within such period and proceeds diligently to prosecute such cure to completion.

#### **6.03 Remedies**

##### **A. Developer's Default**

In the event of the Developer's uncured default of this Agreement, then the DCR may terminate this Agreement and pursue all other remedies at law or in equity.

##### **B. DCR's Default**

In the event of the DCR's uncured default to this Agreement, then the Developer's sole and exclusive remedy will be to terminate this Agreement. Upon such termination, the DCR will be relieved of all obligations under this Agreement.

#### **Article 7. Notice**

- 7.01. All notices required or permitted by this Agreement will be delivered either by: (a) certified mail, postage prepaid, effective five (5) days after mailing; or (b) by hand delivery, effective upon signed and receipted delivery, in either case addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

**As to James E. Cantu Chavez:**

James E. Cantu

Richmond, TX 77469

**As to the DCR:**

Development Corporation of Richmond

Attn: Economic Development Director

402 Morton Street

Richmond, TX 77469

**As to the City:**  
City of Richmond, Texas  
Attn: City Manager  
402 Morton Street  
Richmond, Texas 77469

#### **Article 8. DCR Authorization**

By action taken by the Board of Directors of the DCR on the 21<sup>st</sup> day of January, 2026 this Agreement was approved and its President was authorized to sign this Agreement and take other action to make this Agreement effective.

#### **Article 9. Severability**

In the event any section, subsection, paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete only said invalid section, subsection, paragraph, sentence, phrase, or word.

#### **Article 10. Applicable Law**

This Agreement shall be construed under the laws of the State of Texas, without regard to conflict of law provisions. Venue for any action under this Agreement shall be the State District Court of Fort Bend County, Texas.

#### **Article 11. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

#### **Article 12. Amendments**

This Agreement embodies the complete Agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be amended without written agreement of the parties to be attached to and made a part of this Agreement.

#### **Article 13. Covenants running with the Property**

The provisions of this Agreement are hereby mutually declared to be covenants running with the Property and are fully binding on all successors, heirs, and assigns of the Developer as current Owner, who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title, or interest in such Property.

#### **Article 14. Recordation of Agreement**

It is mutually hereby agreed that a certified copy of this Agreement shall be recorded by the City of Richmond City Secretary in the Records of the City of Richmond, Fort Bend County, Texas and in the records of the DCR.

#### **Article 15. Incorporation of Recitals**

The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Article 16. Incorporation of Exhibits

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**EXECUTED** in triplicate (3) originals, this the \_\_\_\_ day of \_\_\_\_\_, 2026.

**DEVELOPMENT CORPORATION OF RICHMOND**

By: \_\_\_\_\_  
Rebecca K. Haas  
President

**EXECUTED** in triplicate originals this the \_\_\_\_ day of \_\_\_\_\_, 2026.

**James E. Cantu**

By: \_\_\_\_\_  
James E. Cantu

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE**  
**See Attached for Description of REAL ESTATE**

All of Reserve "A" of City of Richmond Block 107 Replat, an addition in Fort Bend County according to the map or plat thereof recorded in Plat No. 20200214, of the Plat Records of Fort Bend County, Texas

**EXHIBIT “B”**  
**Development Plans**

Exhibit "B"

**EXHIBIT C**

**ANNUAL GRANT REPORT FORM**

**Annual Grant Certification - Tax Year \_\_\_\_\_**

**PROJECT STATUS**

Commence construction of Real Property Improvements \_\_\_\_\_

**Please provide each of the following documents as an attachment to this Certification (first year only):**

- Issuance of a building permit from the City of Richmond
- Certificate of Occupancy

**FULL-TIME EMPLOYMENT EQUIVALENT REPORT**

Average number of full-time job equivalents \_\_\_\_\_.

Total number of hours worked by employees \_\_\_\_\_.

**CERTIFICATION**

I certify that to the best of my knowledge and belief, the information and attached documents provided in this Annual Grant Certification are true and accurate and in compliance with the terms of the Agreement with the Development Corporation of Richmond.



# City of Richmond

*Where History Meets Opportunity*

## **Special Scheduled City Commission Meeting**

**600 Morton Street**

**Richmond, Texas 77469**

Monday, February 9, 2026 at 4:30 P.M.

C4. Adjournment.