

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

MILLIS EQUIPMENT, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

CLAUDE ANELLO

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?



Yes



No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?



Yes



No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. MILLIS EQUIPMENT, A RELATED MILLIS COMPANY, RENTED A LOT TO USE AS A STAGING YARD FOR A PROJECT ON SABINE ST. COPY OF LEASE AGREEMENT IS ATTACHED.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SHORT TERM LEASE AGREEMENT

This Short Term Lease Agreement ("Lease") is made and effective as of the Commencement Date, defined below, by and between Claude Anello ("Landlord"), and Millis Development and Construction, LLC ("Tenant").

Landlord is the owner of a residential lot commonly known as Lot 2 of the Renner Addition of Harris County, Texas. Landlord desires to lease such land (the "Property") to Tenant, and Tenant desires to lease the Property from Landlord for the Term, upon the terms herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term and Use.** A. Landlord hereby leases the Property to Tenant for a "Term" beginning **January 15, 2018** ("Commencement Date") and ending when Tenant vacates the Property on or around **August 15, 2014** (the "Expiration Date"). Tenant shall only use the Property as construction staging area.

2. **Rent.** Tenant shall pay monthly rent of **\$800.00** per calendar month. Partial months shall result in pro-rata payments according to the number of days in such month.

3. **Repairs, Maintenance and Alterations.** Tenant hereby accepts the Property in its current "AS IS" "WHERE-IS" condition, with all faults, as being suitable for the use and occupancy by Tenant in accordance with the terms hereof. Landlord does not make any representation or warranty, express or implied, as to the structural soundness, suitability, safety or habitability of the Property. Tenant shall be fully responsible for the condition of the Property and shall promptly maintain and restore the Property to the condition as it existed on the Commencement Date following expiration of this Lease. Tenant shall not place any equipment or any other item or material in the area of the Property designated by Landlord as being potentially unsafe.

4. **Utilities.** Tenant will pay all charges for water, gas, electricity and all other utilities used at the Property.

5. **Insurance and Indemnity.** Tenant shall be solely responsible for insuring Tenant's personal property. Tenant shall maintain (i) General Liability insurance in an amount of not less than a combined single limit of \$1,000,000 per occurrence, and (ii) Workers' Compensation insurance in statutory amounts as required by applicable law. Tenant shall provide Landlord with a Certificate of Insurance evidencing such coverages, and naming Landlord an Additional Insured on coverage (i) above. Tenant agrees to indemnify and save Landlord harmless from all third-party claims (including the reasonable costs and expenses of defending against such claims) arising or alleged to arise from any negligent or intentionally wrongful act or omission of Tenant or Tenant's agents, employees, contractors, customers, or invitees (collectively, "Tenant Parties") occurring, or arising out of or relating to the the Property. Tenant releases from, and shall indemnify Landlord for, all claims of Tenant Parties arising out of or relating to the condition of the Property. The terms of this Section survive any termination of this Lease.

6. **Entire Agreement.** This Lease constitutes the entire agreement between Landlord and Tenant relating to the lease of the Property and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Lease may not be amended, modified, extended, or supplemented except by written instrument executed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year above written.

Landlord: Claude Anello

Tenant: ^{EQUIPMENT} Millis ~~Development and Construction~~, LLC

By: _____

Name: _____

Title: _____

CHB
CODY H. BURGIN
Sr. Project Manager