NOTICE OF WORKSHOP/REGULAR
CITY OF TOMBALL, TEXAS

Monday, November 16, 2026
5:00 P.M.

Notice is hereby given of a Workshop and Regular Meetings of the Tomball City Council, to be held on Monday, November 16, 2026 at 5:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location**): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 853 4029 5318 Passcode: 073439.** The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

A. Call to Order

B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

C. General Discussion

1. Tomball Economic Development Corporation activity update.

D. Proposed Future Agenda Items *[The following items are provided for informational purposes for City Council and public review. Any item may be pulled for separate discussion at Council's request.]*

1. Workshop Discussion Only – Approve a services agreement renewal with PVS DX, Inc. for the purchase of chlorine and sulfur dioxide gas for water treatment for Fiscal Year 2027, for a not-to-exceed amount of $225,000 (Bid No. 2024-04), approve the expenditure of funds therefor, and authorize the City Manager to

execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2026-2027 budget.

2. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2026-44, an Ordinance of the City of Tomball, Texas Amending Chapter 46, Article VI, Section 46-303 of the City of Tomball Code of Ordinances to increase the required distance for connection to City's water, wastewater, and natural gas utility systems to 1,000 feet; Providing for Severability; Making Findings of Fact; Providing for Enforcement; Providing an Effective Date; and Providing for Other Related Matters.

3. Workshop Discussion Only - Approve Resolution 2026-48, a Resolution of the City Council of the City of Tomball, Texas, approving the Gas Master Plan; and Providing an Effective Date.

E. Recess/Reconvene at 6:00 p.m.

F. Invocation led by Pastor Alonso Blanchet, Real Life Ministries

G. Pledges to U.S. and Texas Flags

H. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

I. Presentations

1. Holiday Heroes check presentation from Tomball Farmers Market to the Tomball Fire Department and Tomball Police Department Explorer Post #5451.

2. Presentation of donated funds from Resale with a Purpose to Tomball Fire Department and Explorer Post #5451 for the 2026 Holiday Heroes Event.

J. Reports and Announcements

1. Announcements

Upcoming Events:

- November 21, 2026 – 61st Annual Tomball Holiday Parade from 10:00 a.m.-Noon on Main St.
- December 5, 2026 – Holiday Heroes from 8 a.m.-Noon at St. Anne's Catholic Church and Tomball Walmart

- December 5, 2026 – Deck the Depot Tree Lighting from 4:00-8:00 p.m. at Tomball Depot Plaza.
- December 11-13, 2026 – Tomball German Christmas Market on Friday from 6-10 p.m., Saturday from 10 a.m.-10 p.m., and Sunday from 10 a.m.-6 p.m. in Downtown Tomball.

2. Reports by City staff and members of council about items of community interest on which no action will be taken:

K. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

1. Approve Minutes of November 2, 2026, Workshop/Regular City Council meeting.

2. Approve an agreement with H.E.A.T. Safety Equipment, LLC for the purchase of thirty-seven (37) 3M Scott Air-Pak X3 units and associated equipment through the Houston-Galveston Area Council cooperative purchasing agreement (H-GAC Contract # EE11-24), for a not-to-exceed amount of $416,000.00, authorize the expenditure of funds exceeding $100,000 therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2026-2027 budget.

3. Approve services agreement renewal with Senergy Petroleum, LLC for operating and emergency fuel purchases for an annual not-to-exceed amount of $600,000 (RFP No. 2025-17), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2026-2027 budget.

4. Approve a Professional Services Agreement with Dunham Engineering, LLC for the design of Ulrich Elevated Storage Tank Rehabilitation, Project Number 2027-10003, for a not-to-exceed amount of $127,500, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. The expenditure was included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

5. Approve Resolution 2026-48, a Resolution of the City Council of the City of Tomball, Texas, approving the Gas Master Plan; and Providing an Effective Date.

L. New Business

1. Approve Resolution No. 2026-47, a Resolution of the City Council of the City of Tomball, Texas, approving a partnership between the City of Tomball and the Collins Family.

2. Tomball Legacy Fund Board will convene for consideration and action on a partnership between the Board, City of Tomball, and Collins Family.

3. Consideration of and discussion on candidates for one (1) appointments to the Tomball Economic Development Corporation.

4. Consideration of and discussion on candidates for three (3) appointments to the Tourism Advisory Committee.

5. Consideration and possible action to approve, as a Project of the Corporation of the Tomball Economic Development Corporation, an agreement with IC Star Solar (USA), LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the expansion of its corporate headquarters located at 19200 Hamish Rd, Tomball, Texas 77377. The estimated amount of expenditures for such Project is $161,200.00.

6. Executive Session: The City Council will meet in Executive Session as authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the following purpose(s):

   Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney's duty requires to be discussed in closed session.

   Sec. 551.072 – Deliberations regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

   Sec. 551.087 – Deliberation regarding Economic Development Negotiations; to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

M. Adjournment

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, online at https://tomball-tx.municodemeetings.com, on the 9th day of November 2026 by 6:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

_____
Thomas Harris III, TRMC
City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (281) 290-1019 for further information.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Tomball Economic Development Corporation activity update.

Background:

Origination: Kelly Violette, Executive Director, Tomball Economic Development Corporation

Recommendation:

Discussion item only; no action required.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #

If no, funds will be transferred from account # To account #

Signed Kelly Violette Approved by

Executive Director-TEDC Date City Manager Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

November 16, 2026 City Council Update
(10/10/2026 – 11/5/2026)

Presentations, Events, & Meetings

- TEDC staff met with the developer of the FM 2920/FM2978 property (Tomball Corner) to discuss incentives on October 19, 2026 and October 29, 2026
- TEDC staff attended City of Tomball City Council Meeting to share activity update on October 19, 2026
- TEDC staff met with a developer to discuss project opportunities near South Live Oak
- TEDC hosted the annual Economic Outlook Luncheon on October 22, 2026
- TEDC staff attended the IEDC Annual Conference in New Orleans October 26-28, 2026
- TEDC staff attended City of Tomball City Council Meeting to discuss the alleyway project on November 2, 2026
- TEDC staff and GTACC representatives met with Edloe Ventures to discuss retail recruitment for the Shops at Cottage Place on November 3, 2026
- TEDC staff met with Edmonds & Co for potential project on November 4, 2026

TEDC Board Meetings

Regular TEDC Board Meeting – October 13 2026

- Discussed Future City Debt Service obligations and potential TEDC participation
- Approved a Request for Proposal for Selective Demolition, Preservation and Site Restoration at Tomball Legacy Square
- Discussed the proposed 2027 Board meeting calendar for future approval at the November 10, 2027 TEDC Board meeting
- Discussed the expiring terms and appointment process for the Tomball Legacy Square Advisory Committee
- Approved to leave the First Baptist Church Redevelopment Committee at 3 members
- Approved to keep the Summer Youth Employment Program Budget for Program Year 2027 at $260,000.00
- Discussed the TEDC FY 2026-2027 Strategic Work Plan – Annual Action Plan

Business Retention & Expansion (BRE) Committee

1 BR&E Committee Meeting on 10/29/26 - 4 Business Improvement Grants (BIG's) Approved

- Mundy Legal Services – Property Improvement – Approved - TEDC Grant: $6,000.00
- Tara Builders – (Nickson 1711 S. Persimmon LLC) – Property Improvement Approved - TEDC Grant: $3,498.10
- Tara Builders – (Nickson S. Persimmon LLC) – Property Improvement Approved - TEDC Grant: $3,329.77

- Tara Builders – (Nickson 1801 S. Persimmon LLC) – Property Improvement Approved - TEDC Grant: $3,345.47

Tomball Legacy Square (TLS)

- TEDC staff met with National Youth Theater on October 12, 2026
- TEDC staff, TLS Board Members Covington and Hall, and Committee Member Tom Condon, met with Texas Repertory Theater on October 12, 2026
- TEDC staff and TLS Board Members Covington and Hall met with Lone Star College – Tomball Music Department representative to discuss a Christmas Concert on October 12, 2026
- TEDC staff and Committee Member Tom Condon met with Vince Elder on October 13, 2026 regarding a Broker's Opinion of Price
- TEDC staff had a TLS presentation review with Paradigm Construction on October 13, 2026
- TEDC staff met with ERC to review the Asbestos Proposal Q-26118.02.09 on October 13, 2026
- TEDC staff issued the Selective Demolition, Preservation and Site Restoration RFP on October 14, 2026
- TEDC staff and Committee Member Tom Condon met with a potential Creative Arts Center representative on October 19, 2026
- TEDC staff, TLS Board Member Hall and Committee Member Tom Condon met on site with RFP Bidders on October 23, 2026
- TEDC staff and Committee Member Tom Condon met with a potential Creative Arts Center representative to discuss renovations on October 29, 2026
- TEDC staff sent out final addendum to the Selective Demolition, Preservation and Site Restoration RFP bidders on October 30, 2026
- TEDC staff, TLS Board Member Hall and Committee Member Tom Condon met on site with Creative Arts Center for a site walk on November 3, 2026

SYEP – Summer Youth Employment Program

- TEDC staff began planning for the 2027 Program
- Business application window opens November 6, 2026
- Student application window will open March 9, 2026

Upcoming Events

- TEDC Board Meeting – November 10, 2026
- BRE Committee Meeting – November 10, 2026
- BRE Committee Meeting – November 24, 2026
- Tomball Legacy Square Advisory Committee Meeting – November 19, 2026
- Joint TEDC & City Council Meeting– December 8, 2026
- BRE Committee Meeting – December 8, 2026
- Christmas Concert at Tomball Legacy Square – December 20, 2026 at 4:00 p.m.

Marketing & Communications

- TEDC staff prepared the event program, attendee communications, and follow-up survey for the October 22, 2026 Economic Outlook Luncheon.
- Developed and premiered the “Tomball, Together” impact video at the luncheon and shared it on YouTube.
- Distributed the fall newsletter, completed a content strategy brief and workbook, and developed graphics and a short video to support Assistant Director recruitment.
- Published 37 social media posts in October, generating approximately 29,000 impressions, 16,500 in post reach, and 49 new followers, excluding Instagram.
- Added 117 contacts, primarily through Economic Outlook Luncheon registration.
- Recorded 3,613 website sessions and 3,200 active users, increases of 8% and 9.9%, respectively, over September.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Workshop Discussion Only – Approve a services agreement renewal with PVS DX, Inc. for the purchase of chlorine and sulfur dioxide gas for water treatment for Fiscal Year 2027, for a not-to-exceed amount of $225,000 (Bid No. 2024-04), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2026-2027 budget.

Background:

The proposed services agreement renewal with PVS Chemicals, Inc. (formally DXI Industries, Inc.) is a one-year renewal, beginning December 4, 2026 and expiring December 3, 2027, with the option for two additional one-year renewals remaining. DXI Industries was selected through the competitive sealed bid process (Bid No. 2024-04), which allowed interested parties to submit sealed bids for the chemicals required for water treatment and one bid was received. The City had used DXI in the past to provide the required chemicals and had a positive experience with the services and products provided.

In December 2023, staff received notification that DX Group (DXI Industries) merged all entities under DX Group to streamline their organization to "PVS DX, Inc."

This item authorizes the renewal of the annual services agreement renewal with PVS DX, Inc. for the purchase of chlorine and sulfur dioxide gas based on the amount included in the adopted fiscal year 2027 budget and submitted pricing for chemicals. The proposed pricing per cylinder remains the same with no increase for the contract renewal period. In addition to the chemical cost, the required excise tax is accounted for in annual contract amount. The excise tax is an environmental tax that no entity is exempt for paying as it imposed on chemicals such as chlorine gas. Staff is proposing to leave the not-to-exceed contract amount at $225,000 with the allowance of $5,635 to account for additional chlorine required for higher pumping during summer months.

Chemical	Price per Cylinder	Estimated Quantity	Estimated Annual Purchases
Chlorine Gas (150 pounds)	$262.82	275	$72,275.00
Chlorine Gas (1 ton)	$2,097.00	50	$104,850.00
Sulfur Dioxide Gas (1 ton)	$2,097.00	20	$41,940.00
Other – Excise Tax	N/A	N/A	$300.00
Allowance for additional chemicals	N/A	N/A	$5,635.00
Estimated Annual Contract: $225,000 per year			

Origination: Public Works Department

Recommendation:

Staff recommends approving a services agreement renewal with PVS DX, Inc. for the purchase of chlorine and sulfur dioxide gas for an amount no-to-exceed $225,000.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #600-613-6110 & 600-614-6110

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

CITY OF TOMBALL
SERVICES AGREEMENT RENEWAL

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Chlorine & Sulfur Dioxide Gas

This Renewal is made and entered into by the **City of Tomball** (referred to as the "City"), with an office at 501 James Street, Tomball, TX and, **PVS DX, Inc (Formerly DXI)** (the "Company"), with an office at **300 Jackson Hill Street, Houston, Texas 77007** City hereby engages the services of Company as an independent contract for supplying chemicals, upon the following terms and conditions.

1. SCOPE OF AGREEMENT RENEWAL
   1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing, attached hereto and incorporated herein for all purposes.
   1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City's sole discretion, shall control.

2. TERM OF AGREEMENT RENEWAL; TERMINATION
   2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **December 5, 2026 through December 4, 2027,** with two (2) additional one-year renewal options remaining**.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
   2.2. The City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
   2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT RENEWAL
   This Agreement Renewal represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT
   Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed $275,000.

6. MODIFICATION OF RATES
Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY
7.1. DEFINITIONS
For the purpose of this section the following definitions apply:

a. "City" shall mean all officers, agents and employees of the City of Tomball.
b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
    i. injury or damage to any property or right
    ii. injury, damage, or death to any person or entity
    iii. attorneys' fees, witness fees, expert witness fees and expenses,
    iv. any settlement amounts; and
    v. all other costs and expenses of litigation
f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

7.2. Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.
THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation	(where required – Statutory by State Law)
Employer's Liability	$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

a. Premises/ Operations — Combined Single Limit
b. Independent Contractors
c. Personal Injury
d. Products/Completed Operations
e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at $500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

a. Owned/Leased Automobiles
b. Non-owned Automobiles
c. Hired Cars

All insured at combined single limits for bodily injury and property damage for $500,000 per occurrence.

8.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability polic

Company further agrees that with respect to the above required liability insurances, the City shall:

a. Be named as an additional insured;
b. Be provided with a waiver of subrogation, in favor of the City,
c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

9. PAYMENT AND PERFORMANCE
Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW
Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

11. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

12. NO WAIVER OF IMMUNITY
The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

13. NOTICES
Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

300 Jackson Hill Street
Houston, TX 77007

14. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas
Attn: Project Manager
501 James Street
Tomball, Texas 77375

AGREED to and ACCPETED this 3rd day of November, 2026.

PVS DX INC.
Company

Signature

Lenny Leal
Print Name

Regional Sales Mgr
Title

AGREED to and ACCPETED this ___ day of _____, 2026.

City of Tomball

_____
David Esquivel, PE
City Manager

Attest:

_____
Thomas Harris III
City Secretary

EXHIBIT A
CHLORINE AND SULFUR DIXOXIDE GAS

GENERAL DESCRIPTION:
The City of Tomball (City) is soliciting sealed bids for Bid Number 2024-04, for an annual agreement for the purchase of chlorine and sulfur dioxide gas for water treatment. Below are the General Specifications for all interested bidders.

The selected bidder will provide the chemicals required based on the full scope of the work.

GENERAL SPECIFICATIONS

It is the intention of the City of Tomball to enter into a contract with a reliable Vendor to furnish chlorine and sulfur dioxide gas in accordance with the following specifications for the Fiscal Year 2023-2024, beginning December 1, 2023 and ending November 30, 2024. The City of Tomball will have the right and option to extend the term for five (5) additional one (1) year period with the same terms and conditions. The City of Tomball will also have the right and option to terminate the Contract upon thirty (30) days written notice.

The services to be furnished in this agreement will be for the purchase and delivery of chlorine gas in 150-pound capacity cylinders and one (1) ton capacity cylinders and sulfur dioxide gas in one (1) ton capacity cylinders to be ordered as needed and delivered to the specified locations as deemed by the City according to the specifications listed below:

I. Chemicals to be supplied:
   - A. Chlorine shall be 100% gas
     - i. Packaging and delivery:
       1. 150-pound cylinders
       2. 1-ton cylinders
     - ii. Estimate Yearly Usage:
       1. 150-pound cylinders: 250
       2. 1-ton cylinders: 50
   - B. Sulfur Dioxide shall be 100% gas
     - i. Packaging and deliver:
       1. 1-ton cylinders
     - ii. Estimated Yearly Usage:
       1. 1-ton cylinders: 25

II. Vendor Requirements
   - A. Vendor agrees to provide an annual contract commencing on December 1, 2023 through November 30, 2024. All quoted prices will be effective for a period of one (1) year from the date of the contract with an option to renew for five (5) additional one-year terms.
   - B. All deliveries shall be made during normal business hours, Monday through Friday from 8 a.m. to 4 p.m. CST, where designated by the City of Tomball Public Works Department. No weekend deliveries will be permitted.

C. All chemicals shall be purchased upon demand and delivered to the specified destination within 24 hours of request. If a logistics issue will delay a scheduled delivery than the delivery must be made early.

III. Insurance Requirements

Vendors shall obtain and keep the duration of the contract insurance against claims for injuries to persons or damage to property, which arise from or in connection with the performance of the executed agreement. The Vendor shall pay the cost of such insurance.

A. The amount of insurance shall not be less than:
    i. Commercial General Liability: Minimum of $1,000,000 commercial general liability coverage with $1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent Vendor's liability (if applicable) written on an occurrence form.
    ii. Business Automobile Liability: $1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
    iii. Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of $1,000,000 per accident.

B. Each insurance policy required by this Agreement shall have the following clauses:
    i. "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City of Tomball".
    ii. "It is agreed that any insurance or self-insurance maintained by the City of Tomball, its elected or appointed officials, employees, agents and volunteers shall be excess of Vendor's insurance and shall not contribute with insurance provided by this policy."

C. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall have the following clause in a separate endorsement:
    i. "The City of Tomball, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with the City of Tomball."

D. Insurance is to be placed with insurers acceptable to and approved by the City of Tomball. Vendor's insurer must be authorized to do business in Texas at the time the license is executed and throughout the period the license is maintained, unless otherwise agreed to in writing by the City of Tomball. Failure to keep or renew coverage or to supply evidence of renewal will be treated as a material breach of contract.

E. City shall be given original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the city before work begins on the premises.

F. City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Any deductibles or self-insured retentions must be declared to and approved by the city. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents, and volunteers; or Vendor shall provide a financial guarantee satisfactory to the City

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

H. Vendor shall include all its Vendors as insured under its policies or shall furnish separate certificates and endorsements for each Vendor. All coverages for Vendor's Vendors shall be subject to all the requirements stated herein.

I. Nothing contained herein shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from the activities of Vendor or its agents, employees, invitees, or Vendors upon the Premises during the License Period.

Bid Number 2024-04: Chlorine & Sulfur Dioxide Gas
Exhibit B - Bid Form

Item	Chemical	Cylinder Amount	Price per Cylinder
1	Chlorine Gas	150 pound	$262.82
2	Chlorine Gas	1 ton	$2,097.00
3	Sulfur Dioxide Gas	1 ton	$2,297.00

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2026-44, an Ordinance of the City of Tomball, Texas Amending Chapter 46, Article VI, Section 46-303 of the City of Tomball Code of Ordinances to increase the required distance for connection to City's water, wastewater, and natural gas utility systems to 1,000 feet; Providing for Severability; Making Findings of Fact; Providing for Enforcement; Providing an Effective Date; and Providing for Other Related Matters.

Background:

Ordinance No. 2026-44 amends Chapter 46, Article VI, Section 46-303 of the City of Tomball Code of Ordinances to increase the required connection distance for new construction to the City's water, sewer, and natural gas utility systems to one thousand (1,000) feet.

The proposed amendment is intended to promote the orderly development and expansion of the City's utility infrastructure by requiring new developments located within 1,000 feet of available City-owned utility systems to connect to those systems in accordance with applicable City requirements. Increasing the connection distance will encourage the efficient utilization of existing infrastructure, support the coordinated extension of utility services, and reduce the potential for fragmented or duplicative utility facilities.

The amendment also supports the City's long-term utility planning objectives by promoting consistency with the adopted Water and Wastewater Master Plans, Capital Improvement Program, and Utility Design and Construction Standards. Establishing a uniform connection distance for water, sewer, and natural gas services will provide greater clarity and consistency in the development review process.

Adoption of this ordinance will establish a consistent 1,000-foot utility connection requirement for new construction, support the efficient use and planned expansion of City-owned utility infrastructure, and promote responsible growth and development within the City of Tomball.

Origination: Project Management

Recommendation:

Staff recommends adopting on first reading, Ordinance 2026-44 Amending Chapter 46, Article VI of the City of Tomball Code of Ordinances to increase the required distance for connection to City's water, wastewater, and natural gas utility systems to 1,000 feet.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

ORDINANCE NO. 2026-44

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING CHAPTER 46, ARTICLE VI, SECTION 46-303 OF THE CITY OF TOMBALL CODE OF ORDINANCES TO INCREASE THE REQUIRED DISTANCE FOR CONNECTION TO CITY'S WATER, WASTEWATER, AND NATURAL GAS UTILITY SYSTEMS TO 1,000 FEET; PROVIDING FOR SEVERABILITY; MAKING FINDINGS OF FACT; PROVIDING FOR ENFORCEMENT; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") is a home-rule municipality operating under the Constitution and laws of the State of Texas and is authorized to own, operate, maintain, regulate, and expand its public water, wastewater, and natural gas utility systems; and

WHEREAS, the City has adopted Water and Wastewater Master Plan, Gas Master Plan, a Capital Improvement Program, Utility Design and Construction Standards, and other planning documents to provide for the orderly growth, development, and expansion of the City's utility infrastructure; and

WHEREAS, Section 46-303 of the City of Tomball Code of Ordinances establishes requirements for the extension of City-owned utilities and connections to the City's water, sewer, and natural gas systems for new construction; and

WHEREAS, the City Council recognizes that requiring new development to connect to available City-owned utility infrastructure promotes the efficient utilization of existing facilities, supports the orderly expansion of the City's utility systems, and reduces the potential for fragmented or duplicative utility infrastructure; and

WHEREAS, the City Council desires to amend Section 46-303 to establish a uniform distance of 1,000 feet for required connections to the City's water, sewer, and natural gas utility systems for new construction, subject to the applicable provisions and requirements of the City Code; and

WHEREAS, the City Council finds that increasing the required utility connection distant to 1,000 feet will promote coordinated infrastructure development, encourage the efficient extension and utilization of City-owned utility systems, and support the City's long-term utility planning and service objectives; and

WHEREAS, the City Council finds that adoption of this Ordinance is in the best interest of the City and will promote the public health, safety, and welfare by establishing consistent requirements for utility connections and supporting the orderly growth and development of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

SECTION 1: That all matters stated herein above are found to be true and correct and are incorporated by reference as if copied in their entirety.

SECTION 2: The purpose of this Ordinance is to amend the City's requirements for connection to City-owned water, sewer, and natural gas utility systems by establishing a uniform connection distance of 1,000 feet for new construction, thereby promoting the efficient utilization and orderly expansion of public utility infrastructure consistent with the City's adopted utility planning objectives.

SECTION 3: That Chapter 46, Article VI – Water and Sewer Lines, Section46-303, entitled "Extension of city-owned utilities; requiring connections to city water, sewer, and gas lines for service of new construction," of the City of Tomball Code of Ordinance is hereby amended to read as follows:

ARTICLE VI. WATER AND SEWER LINES.

Sec. 46-303. Extension of city-owned utilities; requiring connections to city water, sewer and gas lines for service of new construction.

(a) *Utility extensions by the city.* It is the policy of the city to extend any or all municipally-owned utilities to unserved residences or businesses when budgeted and appropriated city funds for such extension are available, in accordance with the criteria below:

(1) Requests for extensions will be addressed in the order in which they are received. The availability of funds for that specific program will be the first requirement considered.

(2) Annual estimated revenue to the city over five years must equal or exceed the estimated cost of installation to be paid by the city, less applicable capital recovery fees. Revenue is estimated by the finance director, based on current average annual billings for the category of use. Construction cost is estimated by the public works director using current unit pricing for materials, equipment use and labor.

(3) Full payments of the required contribution to the city have all been received for the specific program.

(4) The city will extend water utility service if adequate service can be provided in compliance with the state water commission regulations and guidelines and as necessary to supply fire protection services, including the sizing of lines as determined appropriate by the city to meet anticipated future service needs. Sewer service will be extended consistent with available capacity, including the sizing of lines as determined appropriate by the city to meet anticipated future service needs. Gas service will be extended in a similar manner.

(5) This policy does not impose any obligation on the city to extend city utilities when such extensions are the responsibility of the owner, builder or developer.

(b) *Nondiscriminatory administration of policy.* It is the policy and goal of the city to provide utilities, in accordance with the guidelines of this article, to all citizens on an equal, nondiscriminatory basis. The city is committed to the furtherance of this policy and goal.

(c) *Water, sewer and gas connections required for new construction.* All new construction or new connection, residential or commercial, shall be connected to and use the city-owned water, sewer and gas utilities if such utility service lines are located within 1,000 feet of any property lines of the subject lot, tract or parcel of land at the time of construction. New construction does not include remodeling or add-ons to existing residential or commercial improvements.

SECTION 4: That if any provisions of this Ordinance or the application of any provisions to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinances which can be give effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5: That this Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances for the City of Tomball, Texas, as amended, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinances or such Code, in which event the conflicting provisions of such ordinances and Code are hereby repealed.

SECTION 6: That this Ordinance shall take effect immediately from and after its passage as the law in such case provides.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7th DAY OF DECEMBER, 2026.

COUNCILMEMBER MICHNA	_____
COUNCILMEMBER GARCIA	_____
COUNCILMEMBER DUNAGIN	_____
COUNCILMEMBER COVINGTON	_____
COUNCILMEMBER PARR	_____

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 4TH DAY OF JANUARY 2027.

COUNCILMEMBER MICHNA	_____
COUNCILMEMBER GARCIA	_____
COUNCILMEMBER DUNAGIN	_____
COUNCILMEMBER COVINGTON	_____
COUNCILMEMBER PARR	_____

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

_____
[NOTARY STAMP] Notary Public, State of Texas

Exhibit A

Sec. 46-303. Extension of city-owned utilities; requiring connections to city water, sewer and gas lines for service of new construction.

(a) *Utility extensions by the city.* It is the policy of the city to extend any or all municipally-owned utilities to unserved residences or businesses when budgeted and appropriated city funds for such extension are available, in accordance with the criteria below:

(1) Requests for extensions will be addressed in the order in which they are received. The availability of funds for that specific program will be the first requirement considered.

(2) Annual estimated revenue to the city over five years must equal or exceed the estimated cost of installation to be paid by the city, less applicable capital recovery fees. Revenue is estimated by the finance director, based on current average annual billings for the category of use. Construction cost is estimated by the public works director using current unit pricing for materials, equipment use and labor.

(3) Full payments of the required contribution to the city have all been received for the specific program.

(4) The city will extend water utility service if adequate service can be provided in compliance with the state water commission regulations and guidelines and as necessary to supply fire protection services, including the sizing of lines as determined appropriate by the city to meet anticipated future service needs. Sewer service will be extended consistent with available capacity, including the sizing of lines as determined appropriate by the city to meet anticipated future service needs. Gas service will be extended in a similar manner.

(5) This policy does not impose any obligation on the city to extend city utilities when such extensions are the responsibility of the owner, builder or developer.

(b) *Nondiscriminatory administration of policy.* It is the policy and goal of the city to provide utilities, in accordance with the guidelines of this article, to all citizens on an equal, nondiscriminatory basis. The city is committed to the furtherance of this policy and goal.

(c) *Water, sewer and gas connections required for new construction.* All new construction or connection, residential or commercial, shall be connected to and use the city-owned water, sewer and gas utilities if such utility service lines are located within ~~100~~ 1,000 feet of any property lines of the subject lot, tract or parcel of land at the time of construction. New construction does not include remodeling or add-ons to existing residential or commercial improvements.

(Code 1993, § 82-237; Ord. No. 93-08, §§ 3—6, 7-12-1993)

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Approve Resolution 2026-48, a Resolution of the City Council of the City of Tomball, Texas, approving the Gas Master Plan; and Providing an Effective Date.

Background:
Funding was allocated in the FY 2022-2023 budget to complete Phase I of the Gas Master Plan which was completed in September 2023. Additional funding was allocated in Fiscal Year 2023-2024 budget to complete Phase II of the Gas Master Plan, and a contract was executed with Engineered Utility Solutions, Inc. on February 5, 2024 to prepare the study and final report for adoption.

During the Fiscal Year 2025-2026 budget workshops, staff presented proposed Capital Improvement Projects that were included in the adopted 2026-2030 Capital Improvement Plan, adopted by City Council on August 18, 2025 (Resolution No. 2025-36). The final Gas Master Plan includes all projects included in the adopted Capital Improvement Plan over the next five years.

This Resolution approves the Gas Master Plan that serves to address the City's growth and helps the City adequately plan, prepare, and provide for the health, safety, and well-being of the City's citizens.

Origination: Project Management

Recommendation:

Staff recommends approving Resolution 2026-48 approving the Gas Master Plan.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

RESOLUTION NO. 2026-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS APPROVING THE GAS MASTER PLAN; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * *

WHEREAS, the City Council of the City of Tomball, Texas (the "City"), approved prior funding to complete a Gas Master Plan; and

WHEREAS, the City of Tomball completed Phase I of the Gas Master Plan in September 2023; and

WHEREAS, funding was allocated in the Fiscal Year 2023-2024 budget to complete Phase II of the Gas Master Plan, and a contract was executed with Engineered Utility Solutions, Inc. on February 5, 2024 to prepare the study and final report; and

WHEREAS, the City of Tomball included proposed Capital Improvement Projects in the Fiscal Year 2026 – 2030 Capital Improvement Plan and adopted by Resolution Number 2025-36 on August 18, 2025; and

WHEREAS, the City Council desires to adopt the completed Gas Master Plan, attached as Exhibit A, to address the City's growth rate and need to adequately plan, prepare, and provide for the health, safety, and well-being of the City's citizens;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS,

Section 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as fundings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. The City Council of the City of Tomball hereby approves the Gas Master Plan, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3. The City Council 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 and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND RESOLVED this ___ day of January 2026.

Lori Klein Quinn
Mayor

ATTEST:

Thomas Harris III
City Secretary

CONFIDENTIAL: FOR CITY PERSONNEL ONLY

Natural Gas System

Master Plan Phase II
Final Model & Master Plan Report
Volume I

August 26, 2025

Prepared by:

EUSI
Engineered Utility Solutions, Inc.
Texas Registered Firm F-20659

STATE OF TEXAS
DIANA PEROSSA
125384
LICENSED PROFESSIONAL ENGINEER

August 29, 2025

Table of Contents

Background 5
Scope of Work 5
Approach 6
Capital Improvement Plan 9
Overview of Capital Improvement Projects 64
CIP Category 1 Projects: System Strengthening 64
CIP Category 2 Projects: System Resiliency 66
CIP Category 3 System Growth Projects 66
System Needs and Recommendations 67
Station Design Requirements 67
Funding Mechanisms 68
System Growth 70
Generator Backup Supply 71
Station Maintenance 72
Field Verification 73
Remote Monitoring 73
GIS Best Practices 73
Construction and Design Best Practices 74
Master Plan Maintenance 76

See Volume II for Appendices

List of Exhibits

Exhibit 1: Existing System Map 10
Exhibit 2: Existing System Pressure Ranges 11
Exhibit 3: Risks with Existing System 12
Exhibit 4: Pressure Ranges after Adding Project 1 (City Gate 4) 13
Exhibit 5: Side by Side Comparison: System without CG4 and with CG4 14
Exhibit 6: What Happens after City Gate 4 is Added and North Station Goes Offline? 15
Exhibit 7: Side by Side Comparison with North Gate Offline: System without CG4 and with CG4 16
Exhibit 8: Project 2 (SH249 from Grand Pkwy/Rocky Rd to Holderreith) 17
Exhibit 9: Future System Pressures with Project 2 (SH249 from Grand Pkwy/Rocky Rd to Holderreith) 18
Exhibit 10: Project 3(Zion Rd. from Raleigh Creek Dr. & E. Huffsmith Rd.) 19
Exhibit 11: Future System Pressures with Project 3 (Zion Rd. from Raleigh Creek Dr. & E. Huffsmith Rd.) 20
Exhibit 12: Project 4 (FM2978 between Zion/E Hufsmith and FM2920) 21
Exhibit 13: Future System Pressures with Project 4 (FM2978 between Zion/E Hufsmith and FM2920) 22
Exhibit 14: Project 5 (SH249 from Brown Rd to FM2920) 23
Exhibit 15: System Pressures with Project 5 (SH249 from Brown Rd to FM2920) 24
Exhibit 16: Project 6 (SH249 from Service Center Rd to Holderreith) 25
Exhibit 17: Project 6 (SH249 from Service Center Rd to Holderreith) 26
Exhibit 18: Project 7 (Calvert Rd from FM 2920 to Humble Rd/Medical Complex Dr) 27
Exhibit 19: Future System Pressures with Project 7 (Calvert Rd from FM 2920 to Humble Rd/Medical Complex Dr) 28
Exhibit 20: Project 8 (Agg Rd from S Cherry St to S Persimmon St) 29
Exhibit 21: Future System Pressures with Project 8 (Agg Rd from S Cherry St to S Persimmon St) 30
Exhibit 22: Project 9 (W Hufsmith – Cherry St – E Hufsmith Interconnects) 31
Exhibit 23: Future System Pressures with Project 9 (W Hufsmith – Cherry St – E Hufsmith Interconnects 32
Exhibit 24: Project 10 (SH 249 6" North of Medical Complex to Alice Rd) 33
Exhibit 25: Future System Pressures with Project 10 (SH 249 N of Medical Complex Dr to Alice Rd) 34
Exhibit 26: Project 11 (Holderreith Rd 6" between SH 249 & Humble Rd) 35
Exhibit 27: Future System Pressures with Project 11 (Holderreith Rd 6" between SH 249 & Humble Rd) 36
Exhibit 28: Project 12 (Calvert Rd 6" from Medical Complex Dr to Humble Rd) 37
Exhibit 29: Future System Pressures with Project 12 (Calvert Rd 6" from Medical Complex Dr to Humble Rd) 38
Exhibit 30: Project 13 (Zion Rd between SH 249 and Alice Ln) 39
Exhibit 31: Future System Pressures with Project 13 (Zion Rd between SH 249 and Alice Ln) 40
Exhibit 32: Project 14 (School St. 4" Crossing at Medical Complex Dr.) 41
Exhibit 33: Future System Pressures with Project 14 (School St. 4" Crossing at Medical Complex Dr.) 42
Exhibit 34: Project 15 (W Main St at N Elm St Interconnect) 43
Exhibit 35: Future System Pressures with Project 15 (W Main St at N Elm St Interconnect) 44
Exhibit 36: Project 16 (S. Persimmon St. 6" between FM 2920/N Main St & Sutton Ln) 45
Exhibit 37: Future System Pressures with Project 16 (S. Persimmon St. 6" between FM 2920/N Main St & Sutton Ln) 46
Exhibit 38: Project 17 (Quinn Rd/Julia Rd 2" Interconnect) 47
Exhibit 39 :Future System Pressures with Project 17 (Quinn Rd/Julia Rd 2" Interconnect) 48
Exhibit 40: Project 18 (FM2920 6" from Telge Rd to SH249) 49
Exhibit 41: Future System Pressures with Project 18 (FM2920 6" from Telge Rd to SH249) 50
Exhibit 42: Project 19 (Tomball Cemetery Rd. 6" between Brown Rd. & FM 2920) 51
Exhibit 43: Future System Pressures with Project 19 (Tomball Cemetery Rd. 6" between Brown Rd. & FM 2920) 52
Exhibit 44:Project 20 (Baker Rd 6" from Tomball Cemetery Rd to Keen Rd) 53
Exhibit 45: Future System Pressures with Project 20 (Baker Rd 6" from Tomball Cemetery Rd to Keen Rd) 54
Exhibit 46: Project 21 (Boudreaux 6" between Hamish Rd and Telge Rd) 55

Exhibit 47: Future System Pressures with Project 21 (Boudreaux 6" between Hamish Rd and Telge Rd) *56*
Exhibit 48: Project 22 (Telge Rd 6" from SH 99 to FM2920) *57*
Exhibit 49: Future System Pressures with Project 22 (Telge Rd 6" from Boudreaux to FM2920) *58*
Exhibit 50: Project 23 (Humble Rd 6" from Calvert to Telge Rd) *59*
Exhibit 51: Future System Pressures with Project 23 (Humble Rd 6" from Calvert to Telge Rd) *60*
Exhibit 52: Project 24 (Park Rd. 2" between Brown Rd. & FM 2920) *61*
Exhibit 53: Future System Pressures with Project 24 (Park Rd. 2" between Brown Rd. & FM 2920) *62*
Exhibit 54: Overall Master Plan System Map *63*
Exhibit 55: System Map with Pipelines Included *64*
Exhibit 56: Category 1 Overall Layout *65*
Exhibit 57: Category 2 Overall Layout *66*
Exhibit 58: Category 3 Overall Project Layout *67*
Exhibit 59: Capacity Study Requirements *71*
Exhibit 60: System Updates Process Flow *76*

Background

Engineered Utility Solutions, Inc (EUSI) has been contracted by the City of Tomball to execute Phase 2 of the Natural Gas System Master Plan. Together with the City gas team, EUSI has extensively studied the existing natural gas system to further refine the preliminary hydraulic baseline model developed in the previous Phase 1 project. Several variables and qualifiers were utilized to derive the Phase I project.

Scope of Work

The scope of work for Phase 2 of the Natural Gas System Master Plan is outlined below

- Troubleshoot the existing natural gas system using the preliminary baseline model to identify target locations for in-depth research.
- Revise the preliminary baseline model to reflect research and field verification updates in order to reduce variables and qualifiers from the Phase I project.
- Generate strategic growth, replacement and improvement plan concepts for the natural gas system.
- Develop a comprehensive 5-Year Master Plan for the natural gas system.

A refined baseline model calibrated to real-world system performance was also a key objective of this project. This would yield a reliable system forecasting tool that would be utilized to perform capacity studies for the City on an as-needed basis under a separate contract to help support the City's continued strategic growth and improvements. The objective is a strategic 5-year master plan. The deliverable is based on the refined model system forecasts, anticipated system growth, weaknesses identified in the model and is intended to align with the water and wastewater master plans.

Additionally, our team collaborated closely with the City gas team during peak system conditions and extreme weather events to monitor the real-world system for the express purpose of calibrating the model to mirror real system responses. Below is an illustration of the pertinent system conditions:

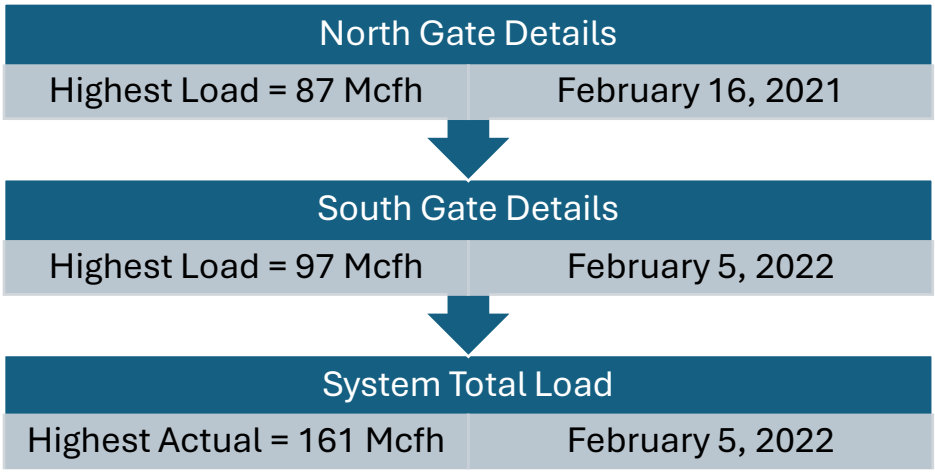


Figure 1: System Peak Condition Details

This natural gas distribution system is supplied by two City Gate Stations. The two stations have not experienced their peak demand at the same time. For modeling purposes, we focused on the average of the top five (5) system loads which yields an actual highest load of 180 Mcfh. This means the system has delivered an average of 180 Mcfh during peak demand conditions.

For purposes of this report, the City gas team refers to the Public Works Director, City Engineer, Assistant Public Works Director, Utilities Superintendent, Natural Gas Foreman, Project Manager and Project Assistant.

Approach

Our team kicked off this scope by requesting updated information for City Gate station load conditions (volumes and pressures received), GIS map updates and customer load conditions since Phase 1. Station Data was provided for August 2022 to March 2024. GIS shapefile was provided as current up to April 20, 2024. Customer Data was provided for May 2022 to March 2024. These items were incorporated into our files from the Phase 1 task to update all pertinent details of the model. It was noted that the GIS shapefile was not up to date since our team was aware of new facilities that were active as of April 2024 that were not represented in the GIS shapefile. For modeling purposes, our concepts focus on a natural gas load of 25% greater capacity than the system has experienced. This approach ensures adequate capacity for future growth is properly accounted for in our results and recommendations. Therefore, the maximum load condition modeled is 225 Mcfh.

Next, we reviewed the model closely with the City gas team to determine locations where the system map may not resemble the existing physical system accurately. We started by identifying key areas of concern which yield questionable results the EUSI team wanted to confirm during peak load conditions. Those areas are as follows:

- Lawrence Dr between Graham Dr and Medical Complex Dr
- Graham Dr from east of SH 249 (alley behind HEB) to Holderreith Blvd
- Medical Complex Dr from east of SH 249 to Commercial Park
- Quinn Rd at Zion Rd

City personnel realized the model incorrectly applied two large customer loads to the Lawrence Dr 2” main when they, in fact, were served respectively from the main on Graham Dr and Medical Complex Dr. This update to our model balanced the load and no longer showed the Lawrence Dr main as reaching or lacking capacity with the assigned loads. With this finding, we were able to emphasize a Phase 1 concern regarding the lack of detailed service records to accurately depict how the individual services are connected to the system mains. Our team used an automated process to assign the nearest mains adjacent to a service address. In this case, the addresses in question were Holderreith Dr addresses in a medical complex where the City gas team had working knowledge of meter locations and was able to assist us in accurately depicting the tap locations for the services in question. We then reviewed other weak areas of the system with the Gas Foreman to help identify other locations where service tap locations

may be inaccurate. At that time, no additional services were found to be incorrect per memory. Note: for the purposes of this report, system weaknesses refer to portions of the system that experience significant pressure drop when the model is loaded to a critical demand condition. It should also be noted that the City gas team did not have the personnel or monetary resources needed to evaluate the location of each service meter by field verification which would be the next appropriate method when service cards do not exist to document pertinent service information.

The EUSI team reviewed the existing City GIS to develop a list of plans and as-built records needed to thoroughly evaluate the accurate connectivity of system mains. This list was provided to the City gas team and is included in this report as Table 4. The City gas team researched their records and provided all available information. A large number of the mains reference a file path that does not exist and a file that is not known to the current City gas team members. The purpose of this extensive research was to confirm system ties, pipe diameters, material type and any other viable information that would affect the model. All information provided to our team was evaluated and the model was updated to reflect all findings. By verifying as much as possible in this manner, we were able to minimize the number of locations where field verification was needed. This was a cost-effective approach in order to minimize the time and money spent to field verify every main in the natural gas system.

Once we completed the records research, we generated a list of key system ties for the City to field verify. During the Phase 1 scope, we identified that the City GIS maps do not adequately track system ties; therefore, at every location where two main lines intersect an assumption had to be made. These assumptions were made with input from the Gas Foreman. The purpose of reviewing as-built plans was to confirm as many system ties as possible without the need to expose every main line intersection in the field to confirm if the lines are tied. We took the updated model and checked all main lines that we considered weak or critical to identify which assumptions warranted a field verification. Our team then generated a standard field verification form for use in documenting these requests and findings. A fillable PDF form was developed that has now become a City form to be used as a standard form to document all field verifications for all their utilities. Despite developing a standardized approach for documenting field verifications, we were not able to obtain any field verification for the three areas of interest that were submitted to the City. It is important to note that City personnel did attempt a field verification at each location; however, the locations in question were found to be under pavement or driveways. City staff did expose the mains but did so adjacent to the area needed and did not physically locate the tie-ins which was the target information needed. Therefore, we did not pursue further field verifications.

Due to budget deadlines for FY25, our team shifted focus to capital improvement project recommendations for FY25 based on the model updates at that time as well as numerous discussions regarding the operations and maintenance of the natural gas system since Phase 1. Our team prepared a list of recommendations for FY25 which would strengthen areas of concern in the model. We worked closely with the City gas team to identify the highest priority

concern that the master plan should address. The weakest portion of the system is the supply provided to the North City Gate and the immediate area served by this vulnerable station during peak demand conditions. It is in the City's best interest to design and build another City Gate station to offset system dependency on the North City Gate. At the time the FY25 budget was being developed, our team recommended six total projects which were taken under consideration by the City gas team and presented to Council for consideration. Refer to Table 5 for a list of these recommendations. Note: refer to Table 6 for the final approved FY25 budgeted projects.

With FY25 CIP budgeted, we continued to increase our confidence in the model by working closely with the gas superintendent to confirm the model reliability in forecasting the system like the real-world responses. Once we were confident the model mimics the real system, we began an extensive and iterative modeling process to develop a master plan for the system. Our team started this by identifying the system needs first and then modeling scenarios with the concept improvements individually to determine the most cost-effective sequencing of the concept improvements. We used the hydraulic modeling software to determine the most cost-effective pipe sizes as well. The results were then broken up strategically into a fiscal year and we presented the City gas team with a draft master plan concept that illustrated the improvements and their respective costs by fiscal year. After careful review and several discussions with the City gas team, we developed our master plan without assigning a fiscal year to the projects, but instead assigning a sequence since budget constraints will drive these projects. It became clear during these conversations that funding mechanisms for these projects will require guidance and a strategic plan as well. At this time, our team conducted extensive research to determine how other municipalities develop their rates to fund capital improvement projects. We discovered that very few municipalities strategically develop their rates to capture future projects. In fact, very few are strategically planning their growth and limit their system improvement to reacting to developer driven needs. In Texas, CPS Energy and the City of Corpus Christi are the municipalities that we are aware of who have a strategic plan driving their system growth. Investor-owned utilities and private local distribution companies (LDCs) strategically plan their growth and systematically review their rates to ensure the rates they receive not only fund the operating and maintenance needs but also their capital improvement needs. Details of our findings were discussed directly with the City gas team.

Since the detailed iterative modeling process, we used to develop a strategic master plan for the natural gas system was so extensive, we reached the FY26 budget deadline before our master plan was completed and ready to present to Council. Therefore, we focused on identifying our top 10 recommendations and presented an updated master plan concept that illustrated the ten highest system recommendations and their respective costs. As of the time of this report, we do not know what, if any, projects were approved and budgeted for FY26. Our recommendations were provided to the City gas team together with modeling results to help justify the need for each project.

Upon completing the FY26 budget recommendations for the natural gas system, we continued the iterative modeling process to prioritize all 24 recommended improvements. Our team then quality checked the final priority sequence as well as proposed pipe diameters to ensure the most cost-effective concepts are presented in this master plan.

Capital Improvement Plan

The following exhibits represent the natural gas system master plan. Each project contains a concept layout together with the modeling results that demonstrate the system impacts as well as the anticipated costs associated with each project. Our team has carefully analyzed the benefits from each recommendation to determine the most effective construction priorities to ensure a reliable gas system. These projects are divided into the following three categories:

- Category 1: System Strengthening Projects
- Category 2: System Resiliency Projects
- Category 3: System Growth Projects

A detailed explanation of each recommendation category follows the master plan exhibits.

Exhibit 1: Existing System Map

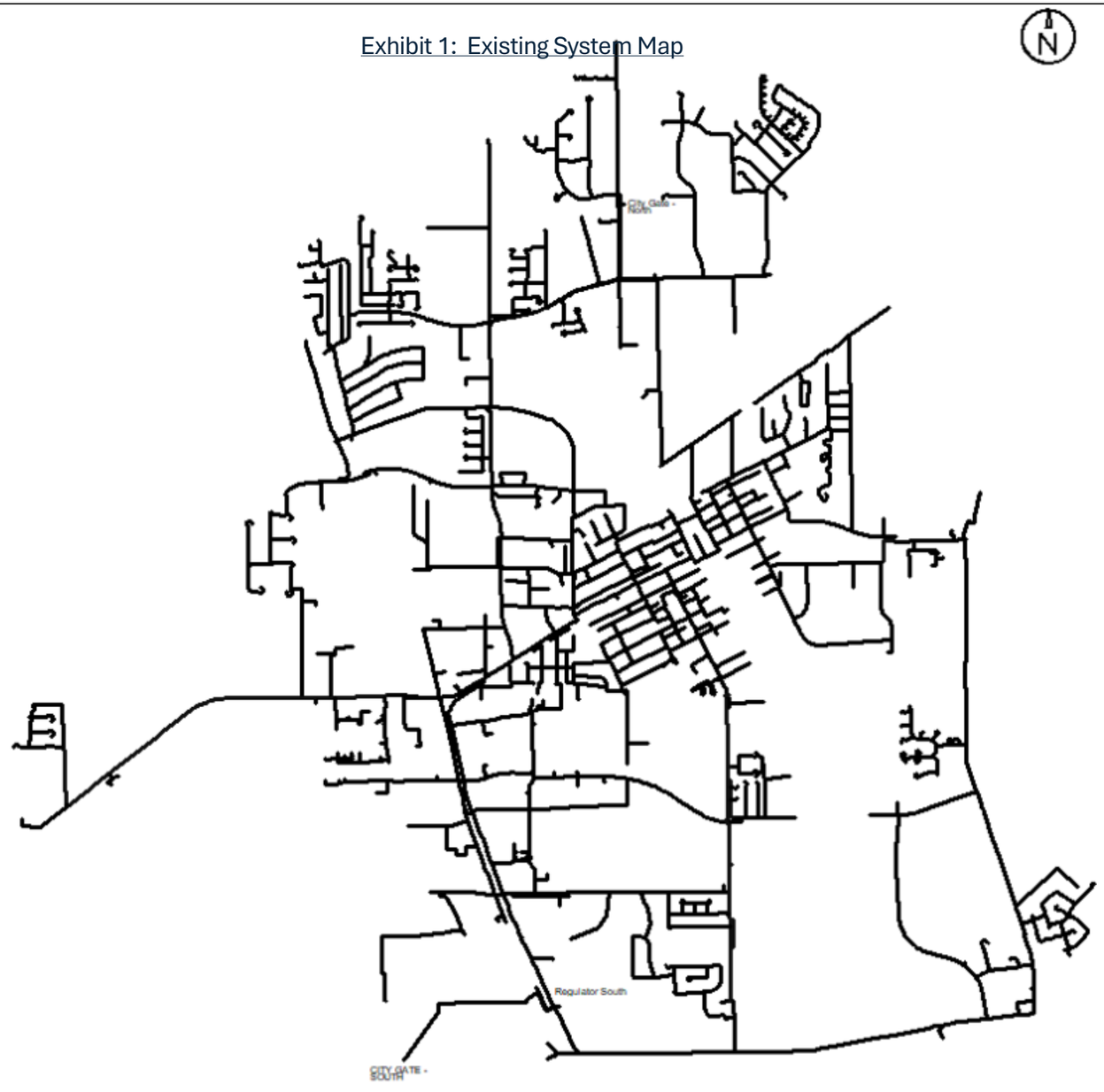
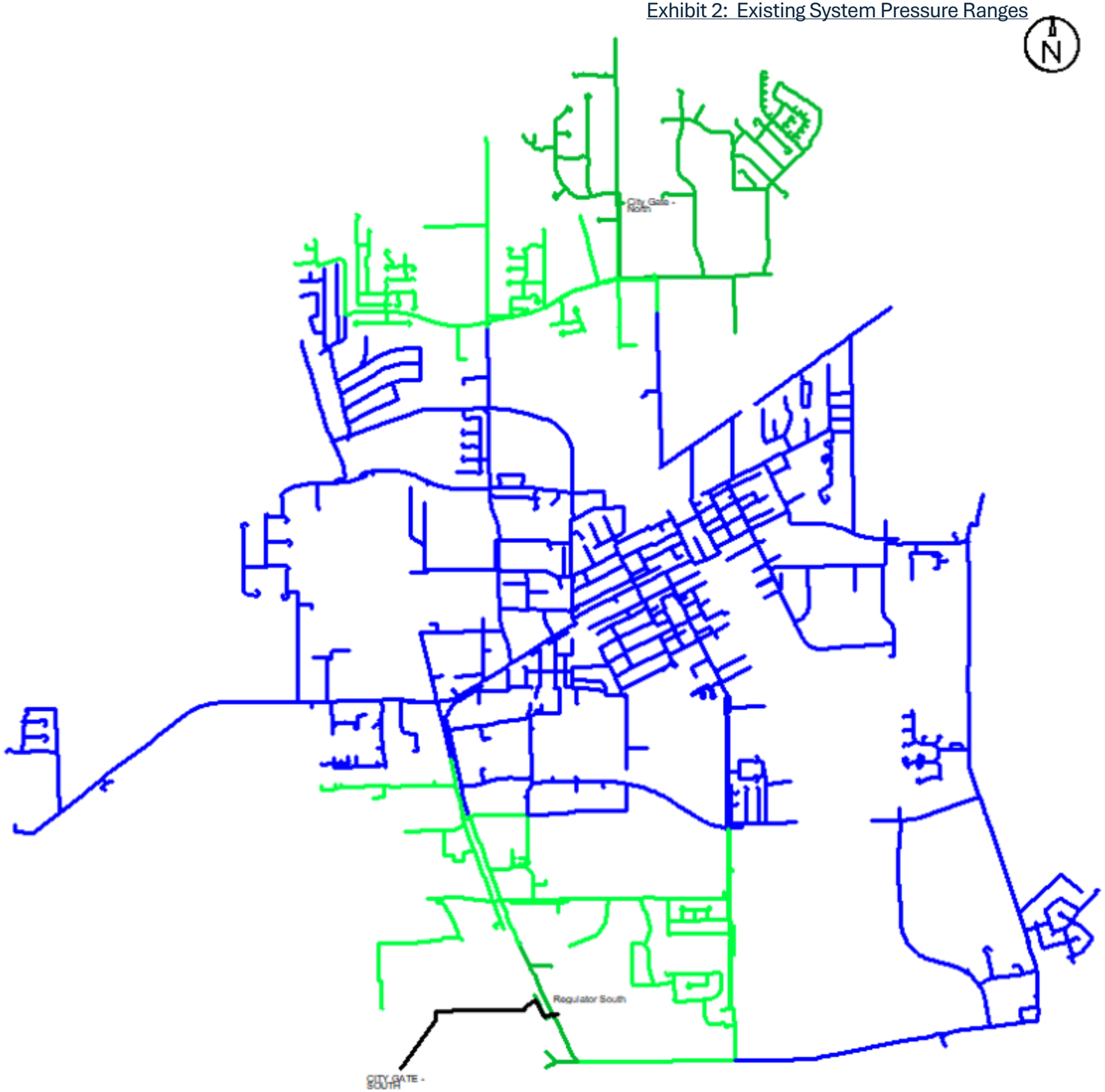


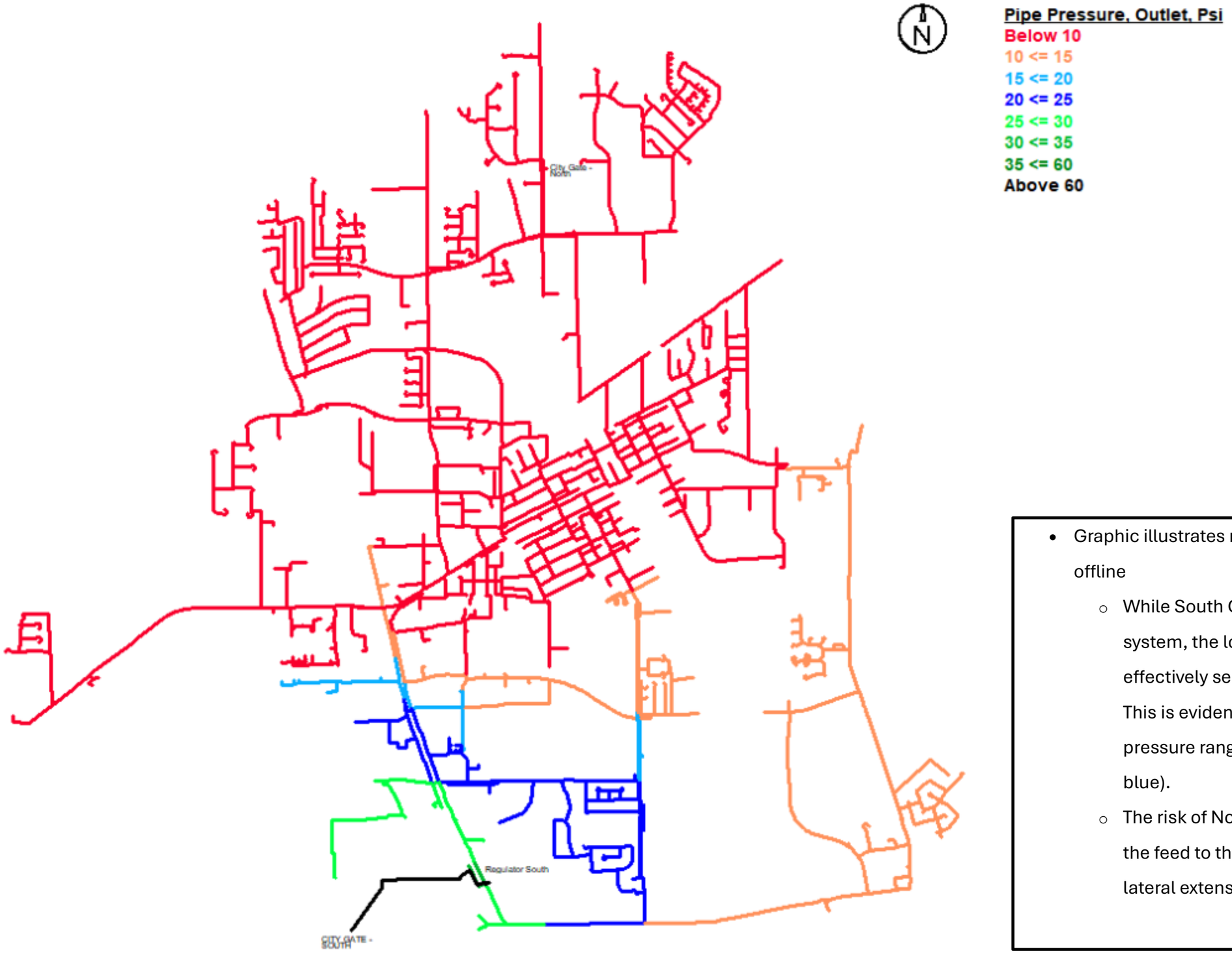
Exhibit 2: Existing System Pressure Ranges



- Graphic illustrates existing system under maximum load conditions
  - Growth is occurring in areas where the system operates at lower pressure ranges (blue color range)
  - As new industrial and commercial loads are added, we increase the potential of decreasing pressure ranges in the system.
  - Another trend that threatens the system is backup generators which are fueled by natural gas. These additional loads will also increase the potential of decreasing pressure ranges in the system.

Note: Grand Parkway CG portion not shown since it is not tied to main system.

Exhibit 3: Risks with Existing System



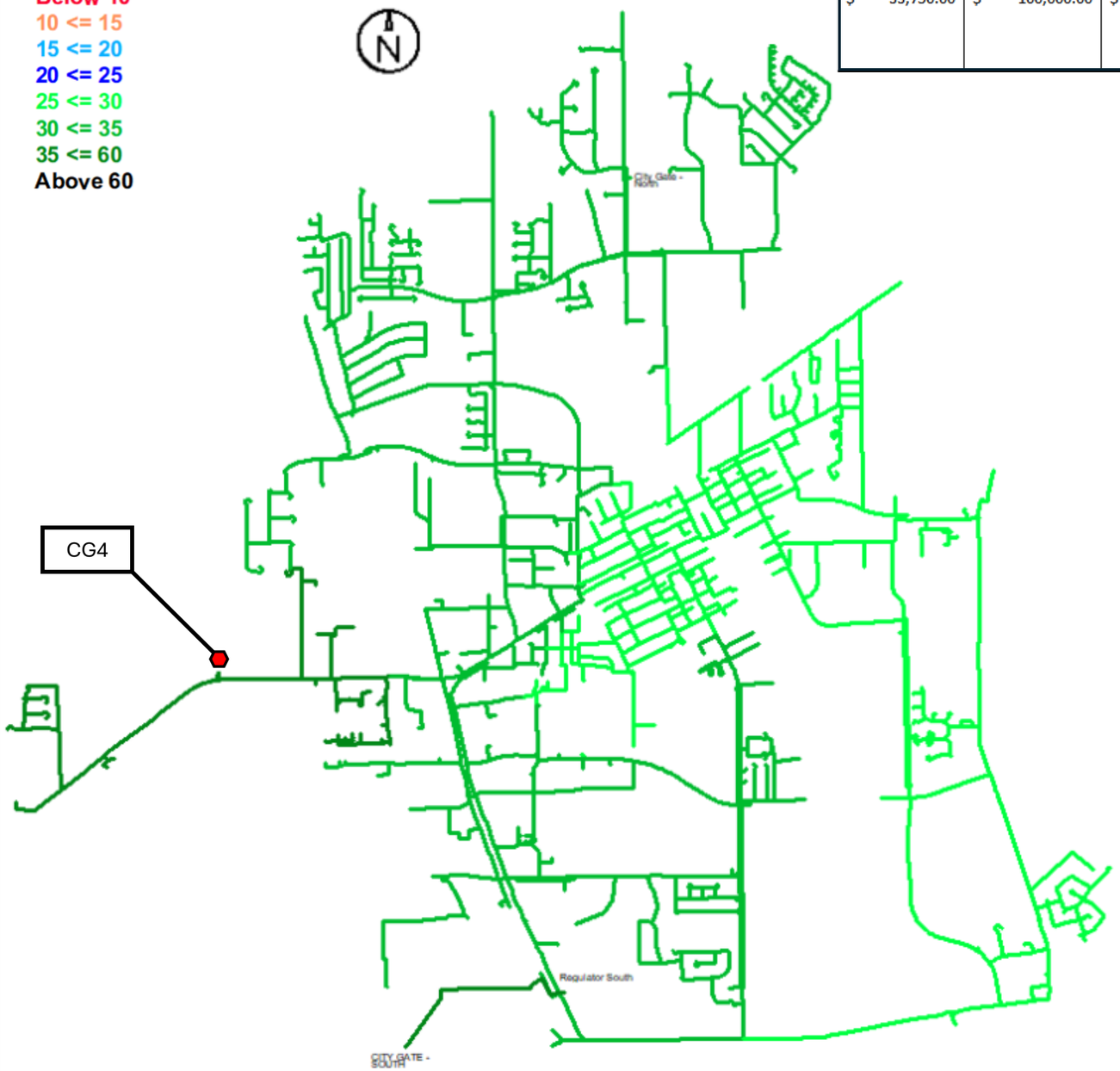
Pipe Pressure, Outlet, Psi

- Below 10
- 10 <= 15
- 15 <= 20
- 20 <= 25
- 25 <= 30
- 30 <= 35
- 35 <= 60
- Above 60

- Graphic illustrates results if North Gate goes offline
  - While South Gate can supply the entire system, the load is too great to effectively serve all customers reliably. This is evidenced by the drastic drop in pressure ranges (red, orange and light blue).
  - The risk of North Gate is moderate since the feed to the station is at the end of a lateral extension from a pipeline.

Exhibit 4

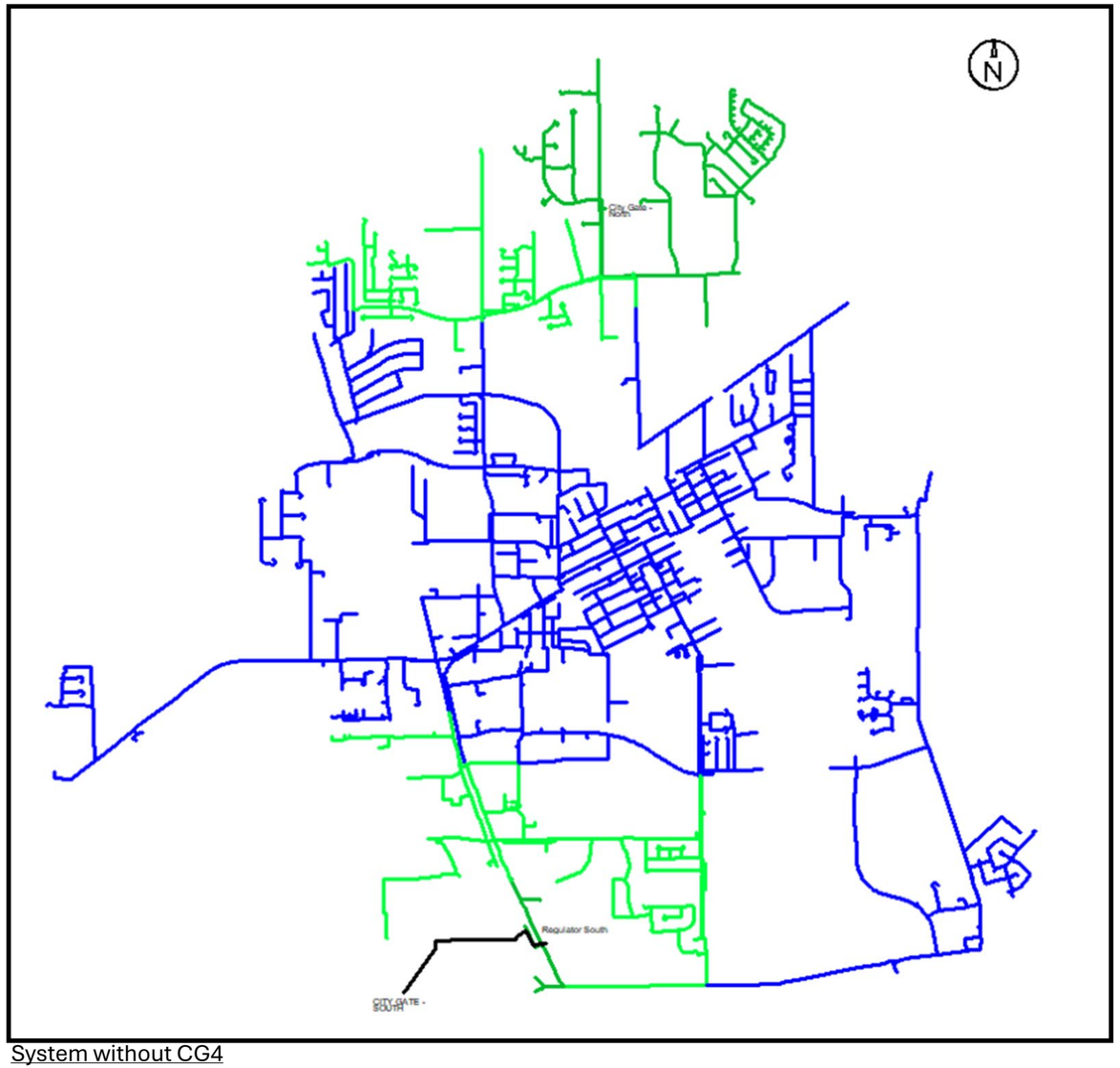
Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ 33,750.00	$ 100,000.00	$ 750,000.00	$ 220,937.50	$ 1,104,687.50	Acquire 50' x 50' site off FM2920. just west of Treichel Rd; Includes design, construction and commissioning of new station and system tie-in design. Engineering inludes coordinating design, tap, and tie-in with Kinder Morgan; prepare plans for new city gate station; engineering support with bidding, construction and as-built processes. Kinder Morgn tap costs included.



- Graphic illustrates results of adding a new city gate along FM 2920.
  - This strategic location is the most viable way to effectively introduce new gas feed into the City's system.
  - This is meant to counter the risk of North Gate going offline.
  - While other options to address this exist to counter the risk of losing the supply from North Gate; this one allows a solution to be activated within one fiscal year.
- We have proposed a maintenance project that will improve pressure limitations resulting from the DRS. Since this is a maintenance project, details of this are not incorporated in the master plan. Results shown assume these maintenance improvements are in effect when CG4 goes live.

Note: FY25 projects are also assumed live at the time CG4 is activated.

Exhibit 5: Side by Side Comparison: System without CG4 and with CG4



System without CG4

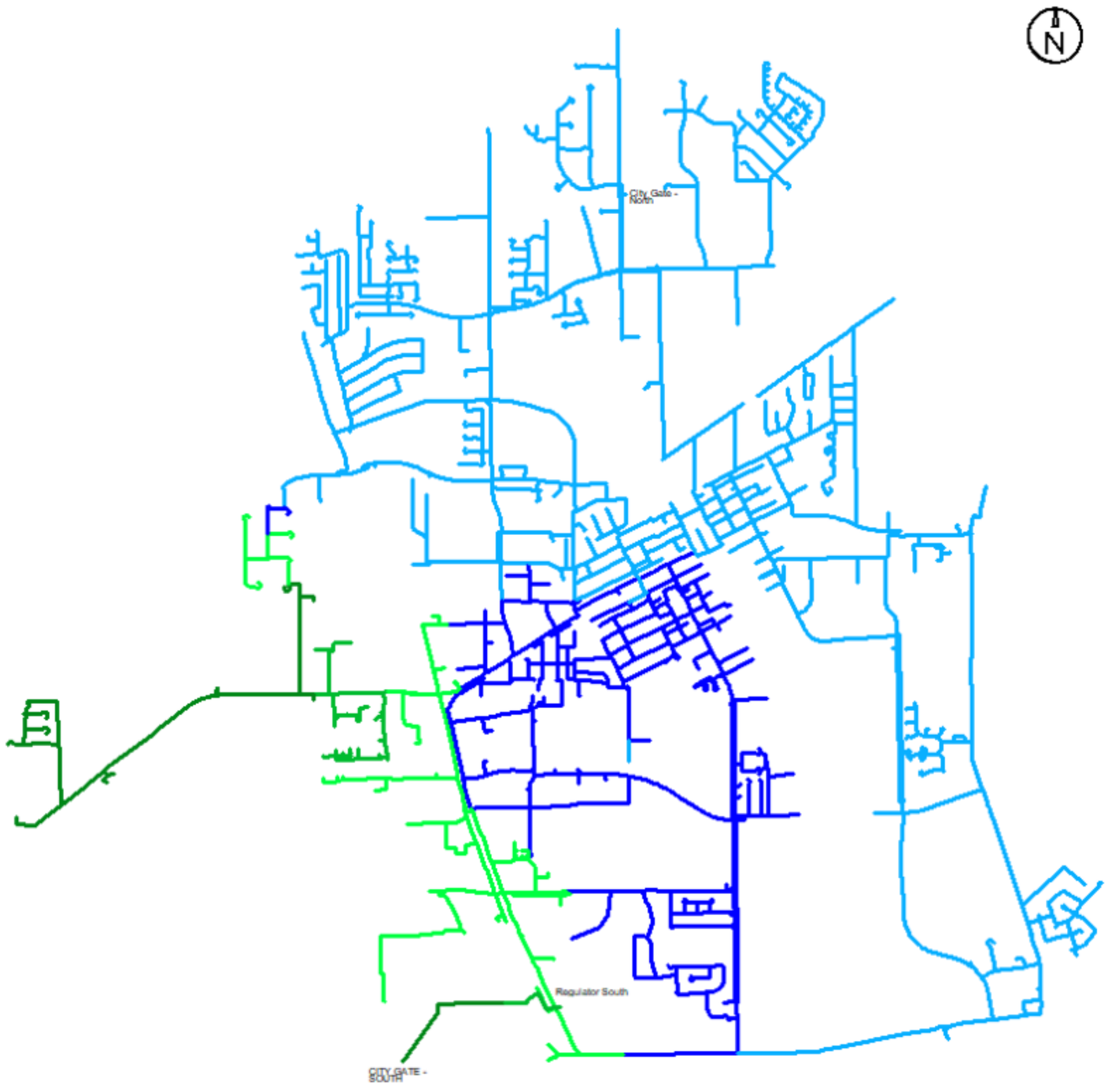


System with CG4

Pipe Pressure, Outlet, Psi

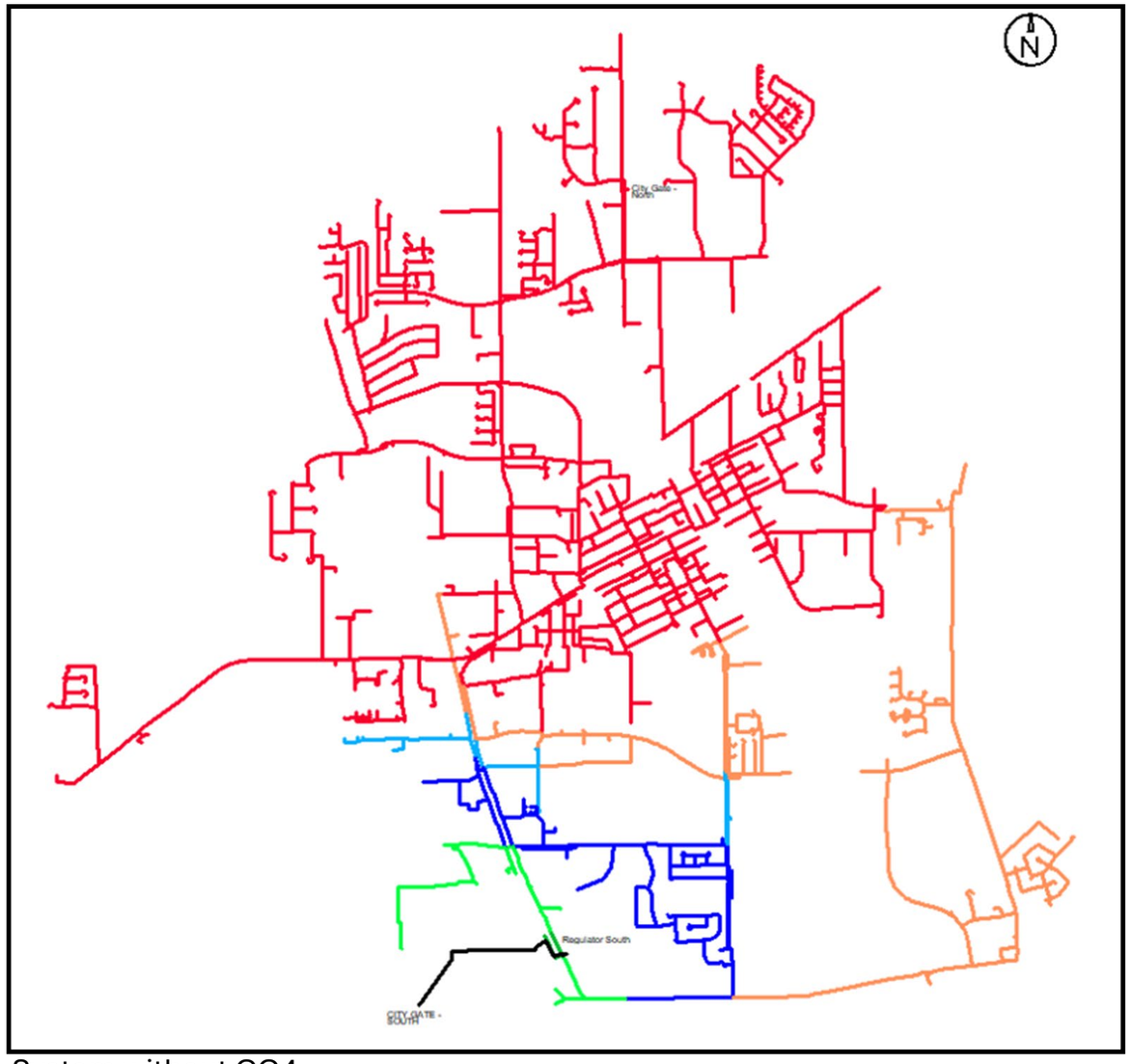
- Below 10
- 10 <= 15
- 15 <= 20
- 20 <= 25
- 25 <= 30
- 30 <= 35
- 35 <= 60
- Above 60

Exhibit 6: What Happens after City Gate 4 is Added and North Station Goes Offline?

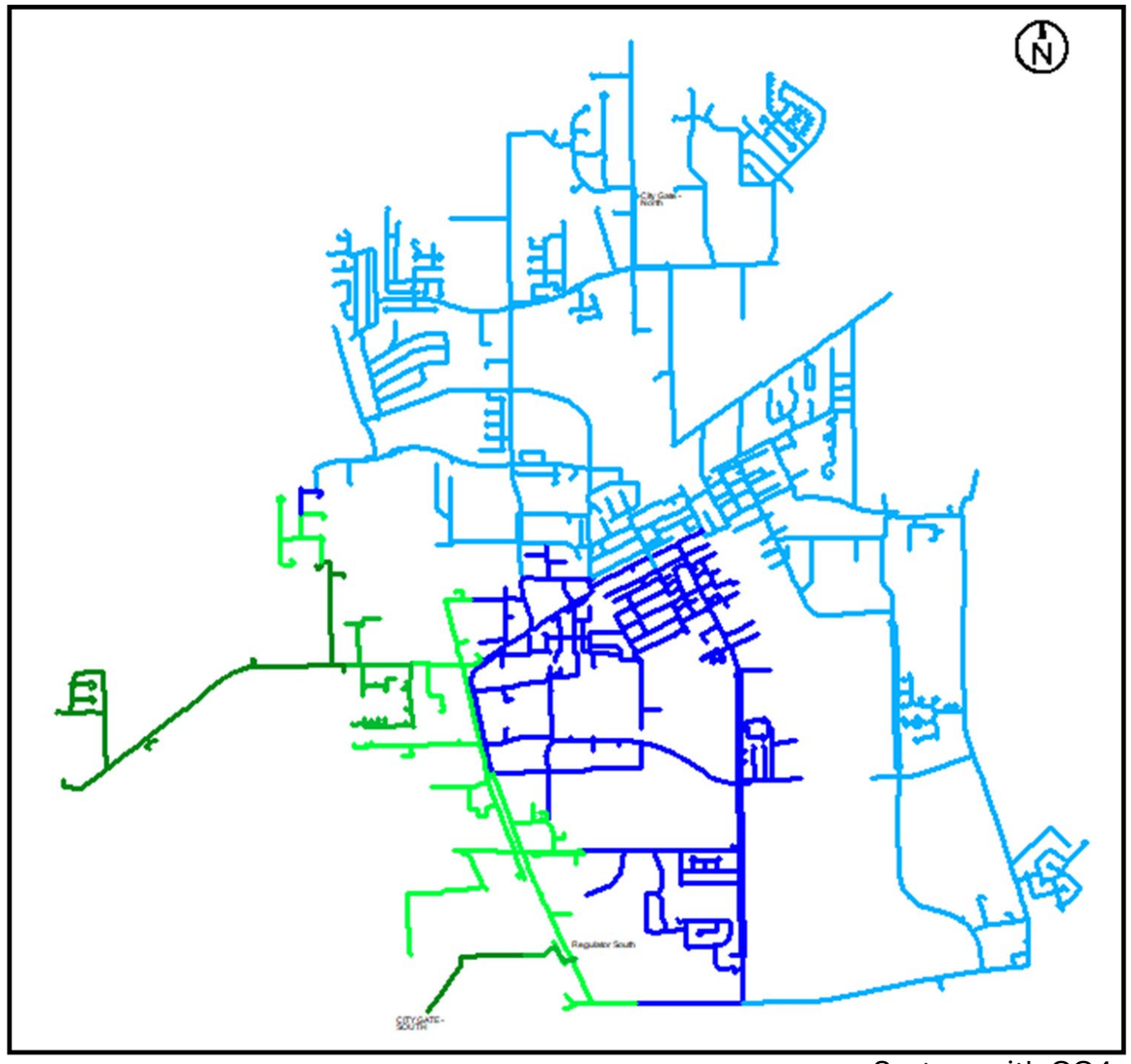


- Graphic simulates how the system will perform after City Gate 4 is activated if the North Gate goes offline.
  - This illustrates how effective this new source of gas makes the gas system.

Exhibit 7: Side by Side Comparison with North Gate Offline: System without CG4 and with CG4



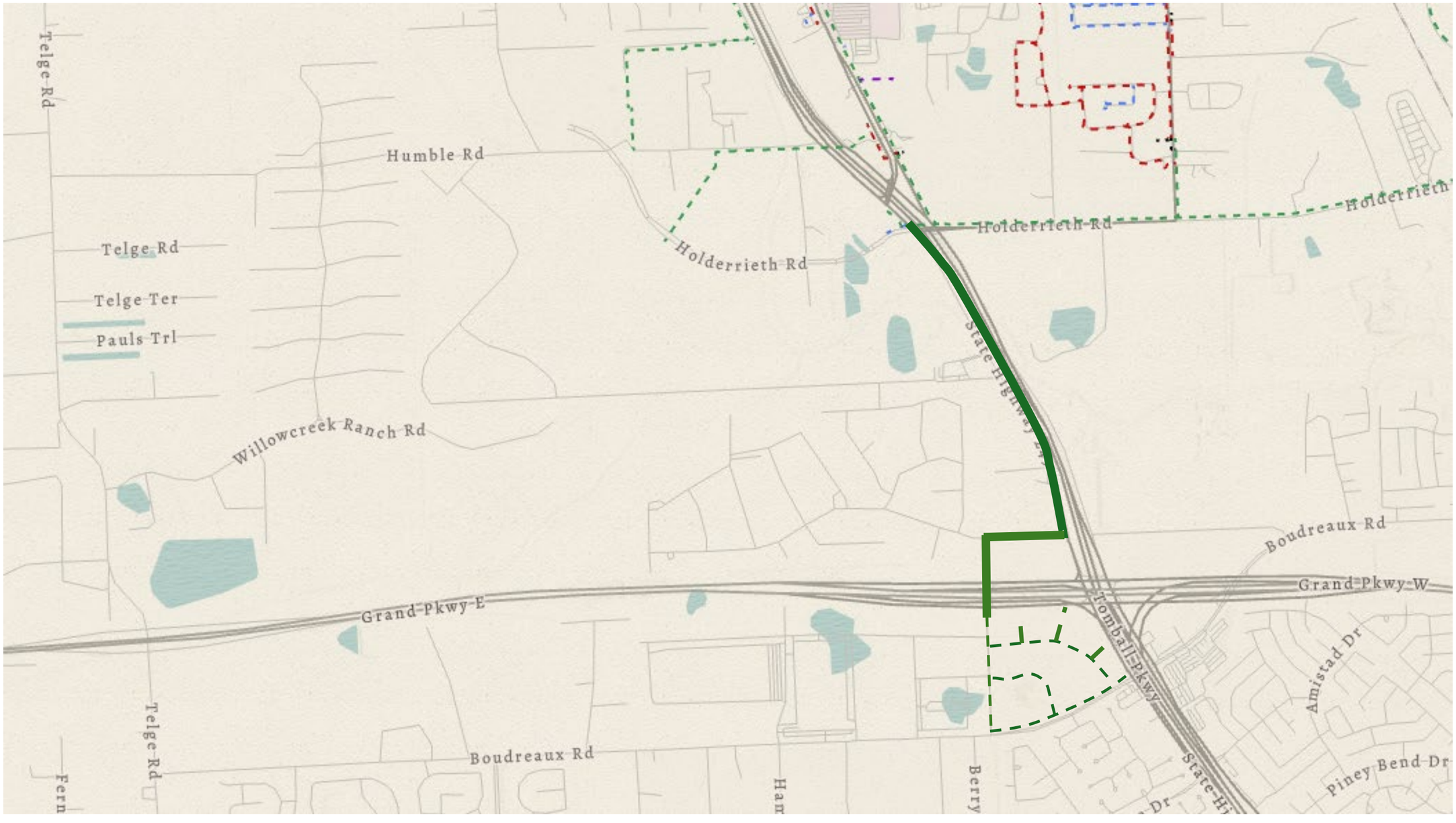
System without CG4



System with CG4

Pipe Pressure, Outlet, Psi
Below 10
10 <= 15
15 <= 20
20 <= 25
25 <= 30
30 <= 35
35 <= 60
Above 60

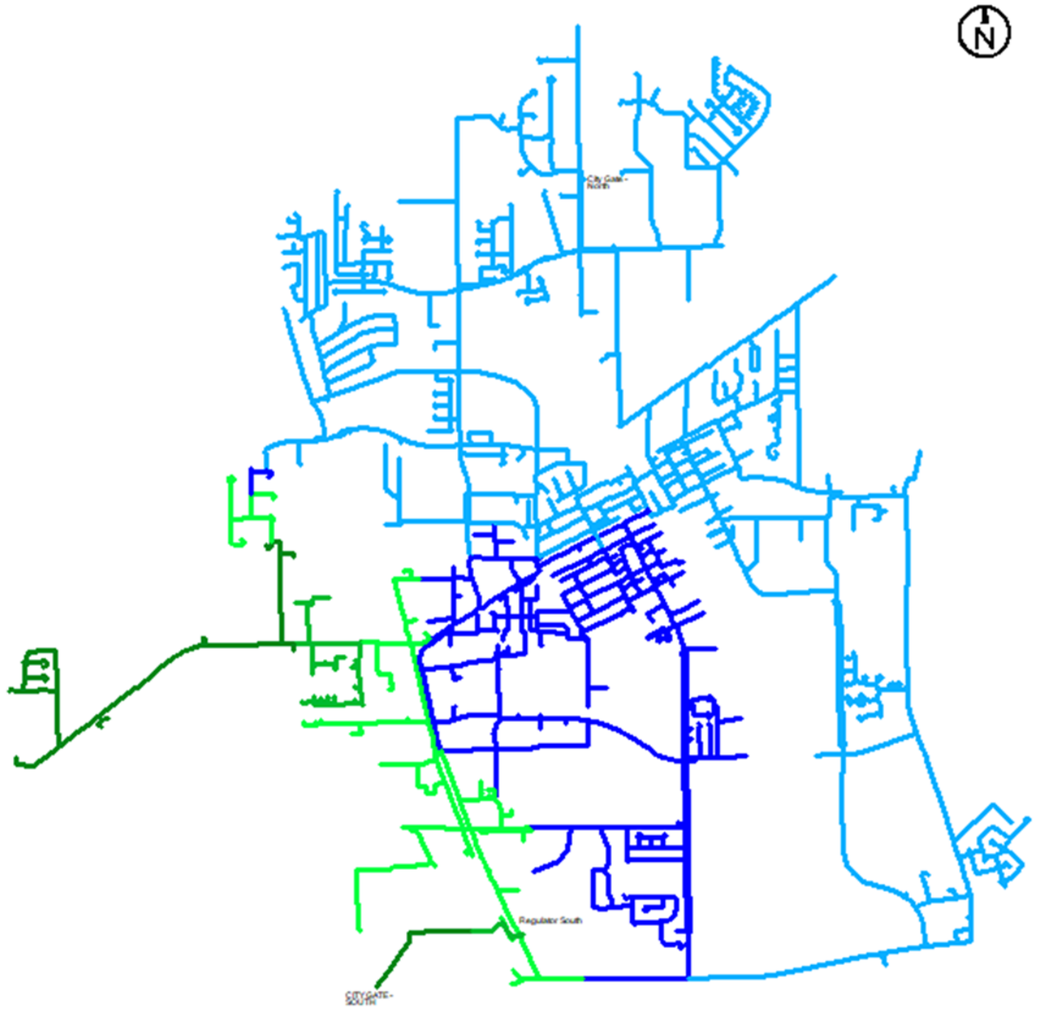
Exhibit 8: Project 2 (SH249 from Grand Pkwy/Rocky Rd to Holderreith)



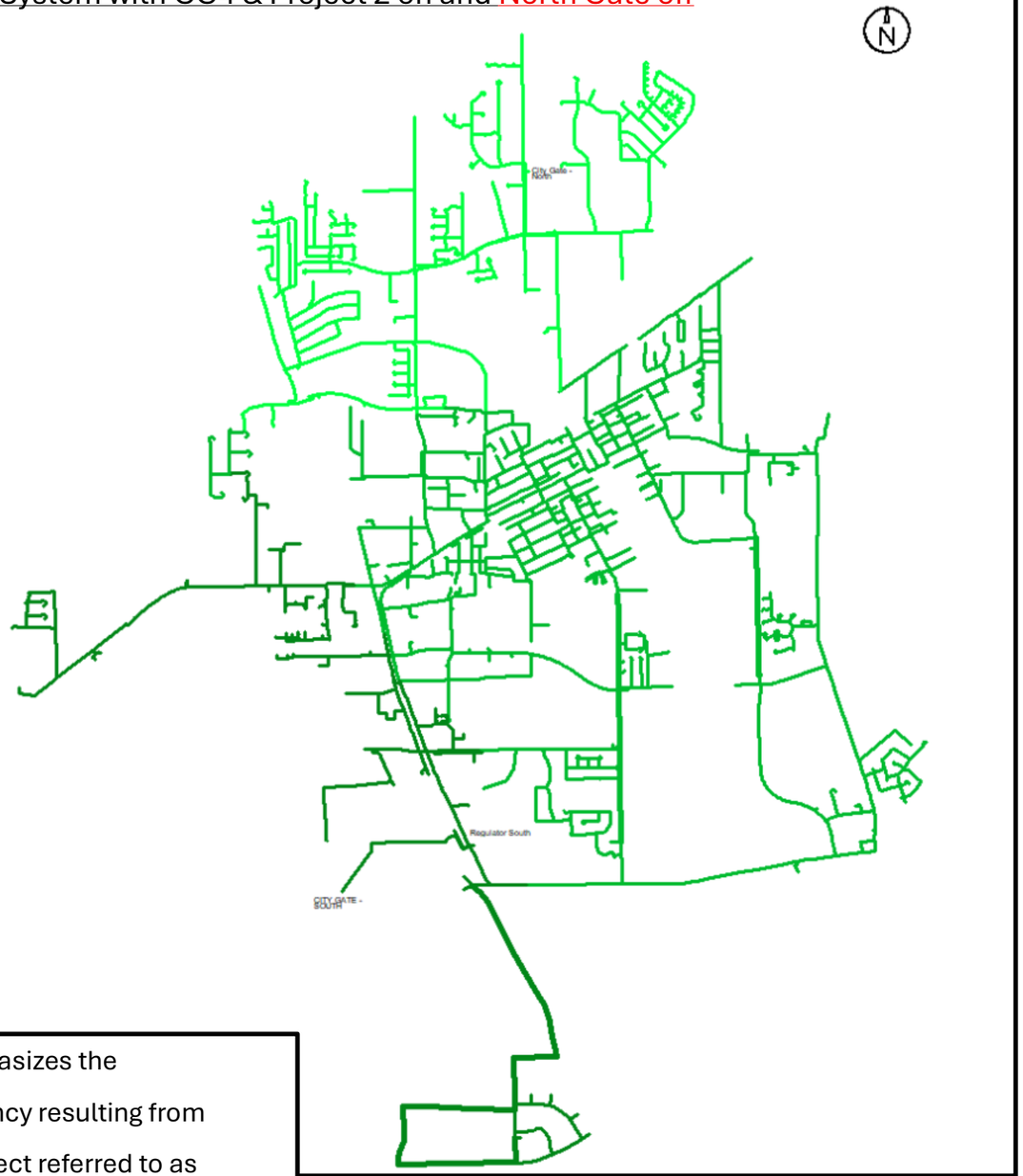
Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
	$ 202,150.00	$ 1,396,675.00	$ 399,706.25	$ 1,998,531.25	Design and construct 7,550 LF of 6" poly to allow Grand Pkwy Gate gas supply to feed into the main system as well as continue the 6" inner loop along SH 249; Engineering supports City with bid, construction and as-built phases. 6" inner loop addresses system reliability concerns.

Exhibit 9: Future System Pressures with Project 2 (SH249 from Grand Pkwy/Rocky Rd to Holderreith)

System with CG4 on (without Project 2) and North Gate off



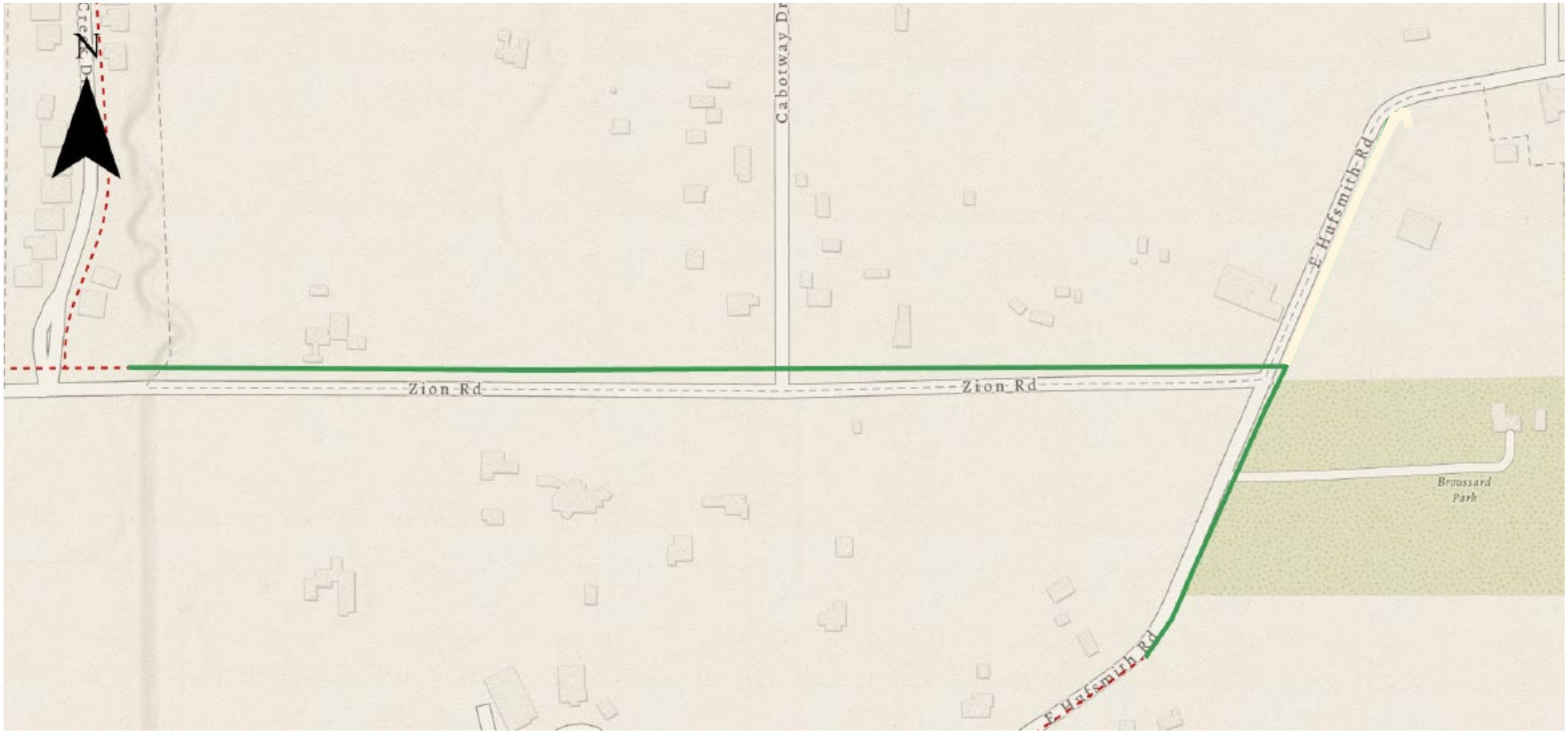
System with CG4 & Project 2 on and North Gate off



Pipe Pressure, Outlet, Psi
Below 10
10 <= 15
15 <= 20
20 <= 25
25 <= 30
30 <= 35
35 <= 60
Above 60

Side by side comparison emphasizes the improvement to system resiliency resulting from adding CG4 and this interconnect referred to as Project 2.

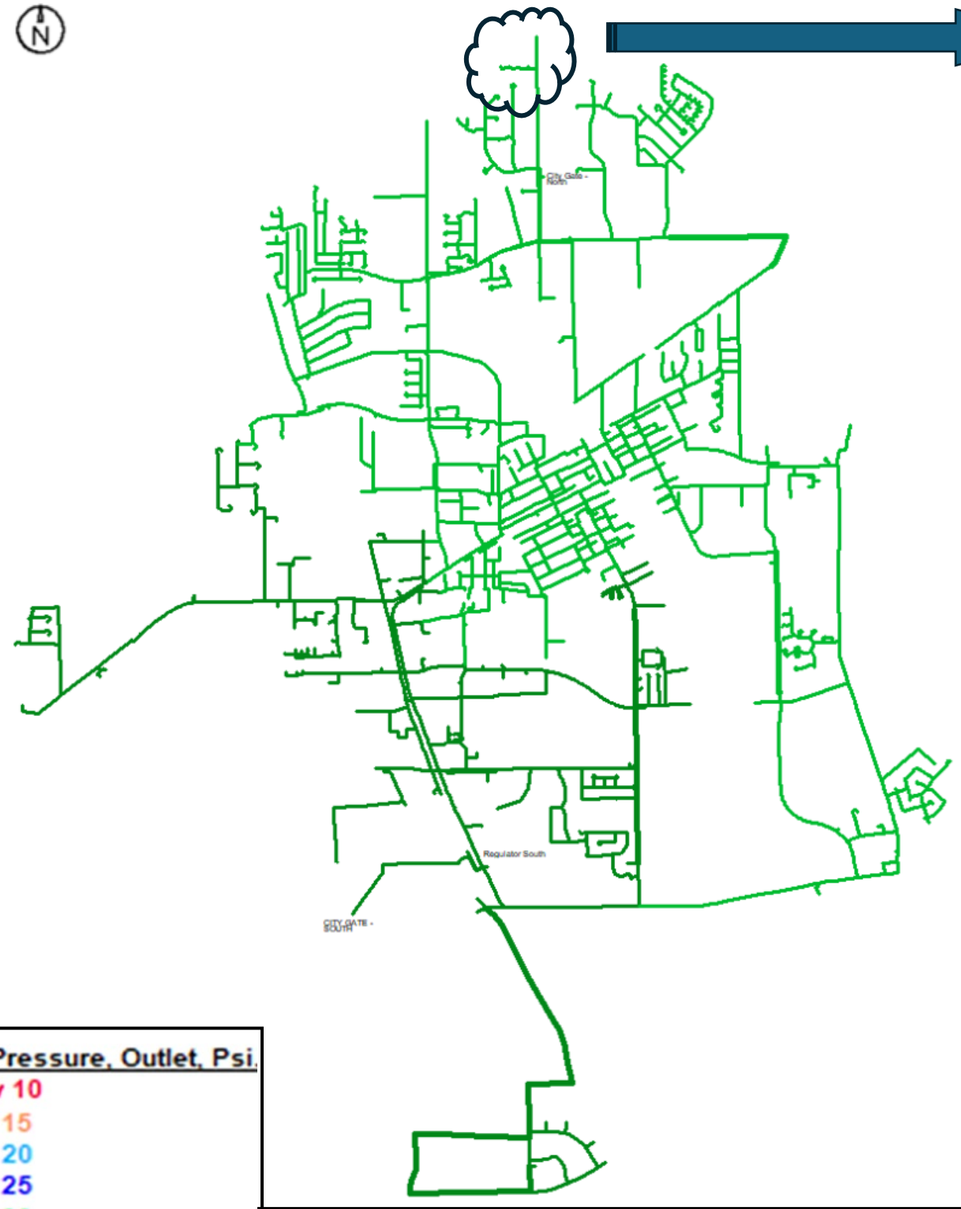
Exhibit 10: Project 3(Zion Rd. from Raleigh Creek Dr. & E. Huffsmith Rd.)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 106,250.00	$ 792,000.00	$ 224,562.50	$ 1,122,812.50	Design and construct 4,000 LF of 6" poly to create a 2-way feed on the northeast side of the City as well as a begin the process of completing the 6" outer loop on the east side of the City; Engineering supports City with bid, construction and as-built phases. Note: crosses two active pipelines.

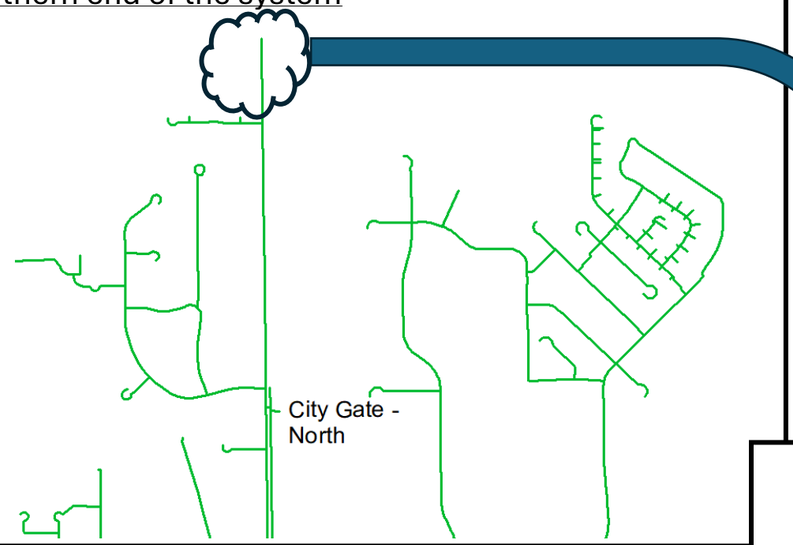
Exhibit 11: Future System Pressures with Project 3 (Zion Rd. from Raleigh Creek Dr. & E. Huffsmith Rd.)

System with Projects 1-3 on and North Gate active

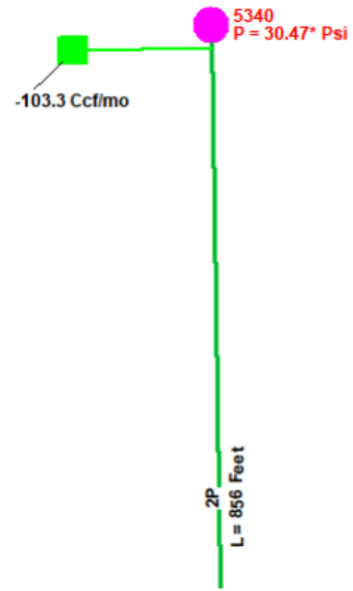


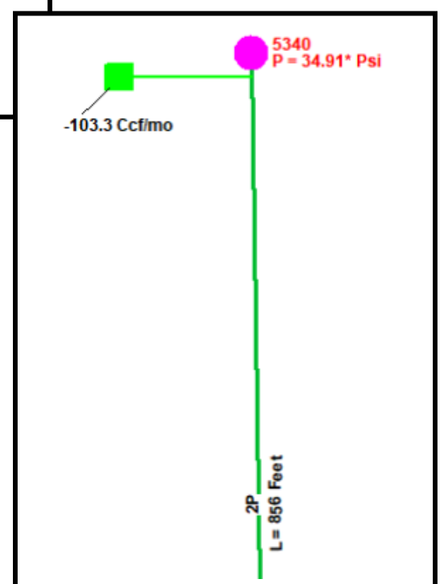
Pipe Pressure, Outlet, Psi.
Below 10
10 <= 15
15 <= 20
20 <= 25
25 <= 30
30 <= 35
35 <= 60
Above 60

Northern end of the system



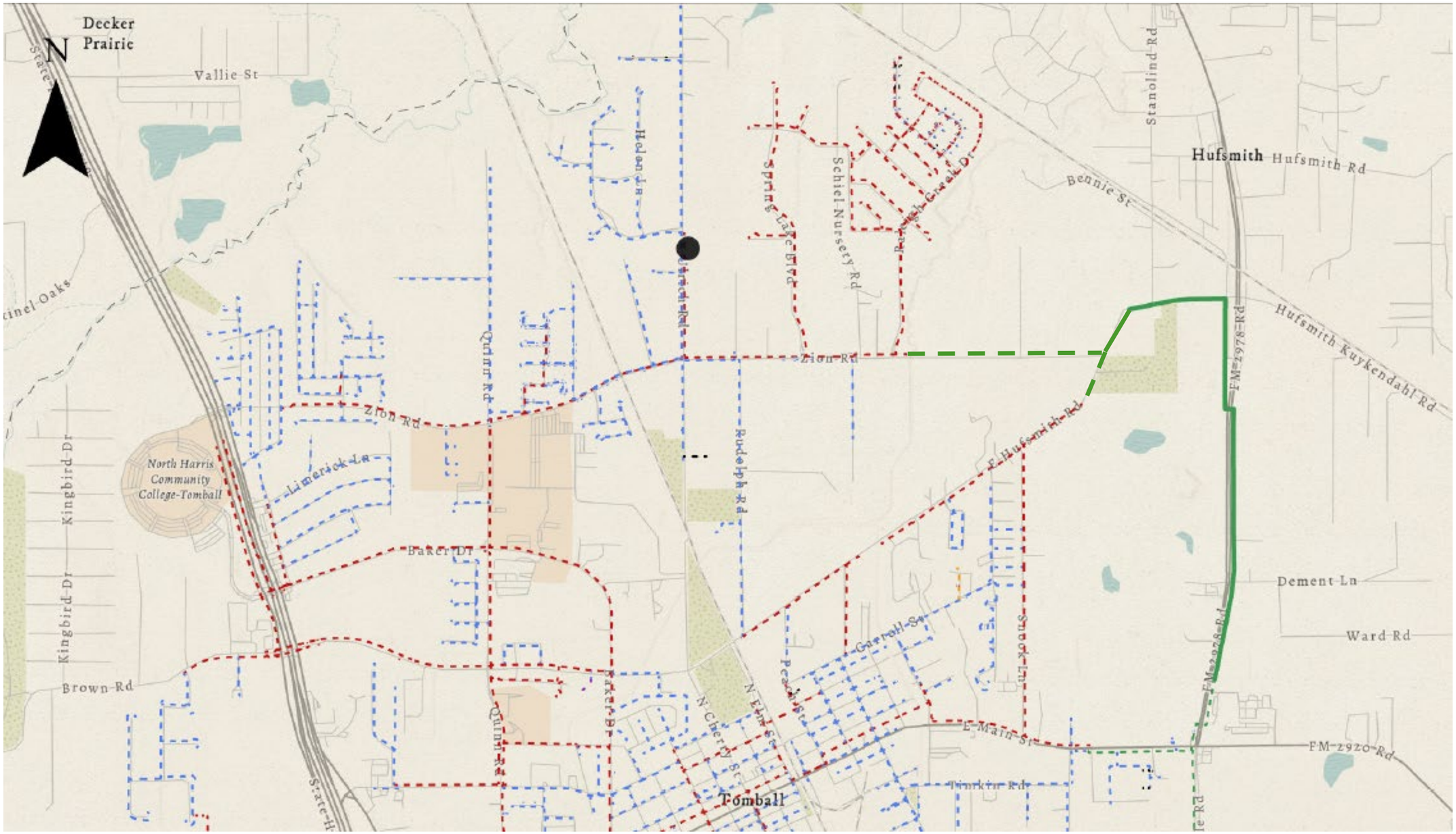
North Gate Inactive





North Gate Active

Exhibit 12: Project 4 (FM2978 between Zion/E Hufsmith and FM2920)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 200,700.00	$ 1,414,665.00	$ 403,841.25	$ 2,019,206.25	Design and construct 8,380 LF of 6" poly to support growth on the east side of system as well as create a 2-way feed and 6" inner loop development. Engineering supports City with bid, construction and as-built phases.

Exhibit 13: Future System Pressures with Project 4 (FM2978 between Zion/E Hufsmith and FM2920)

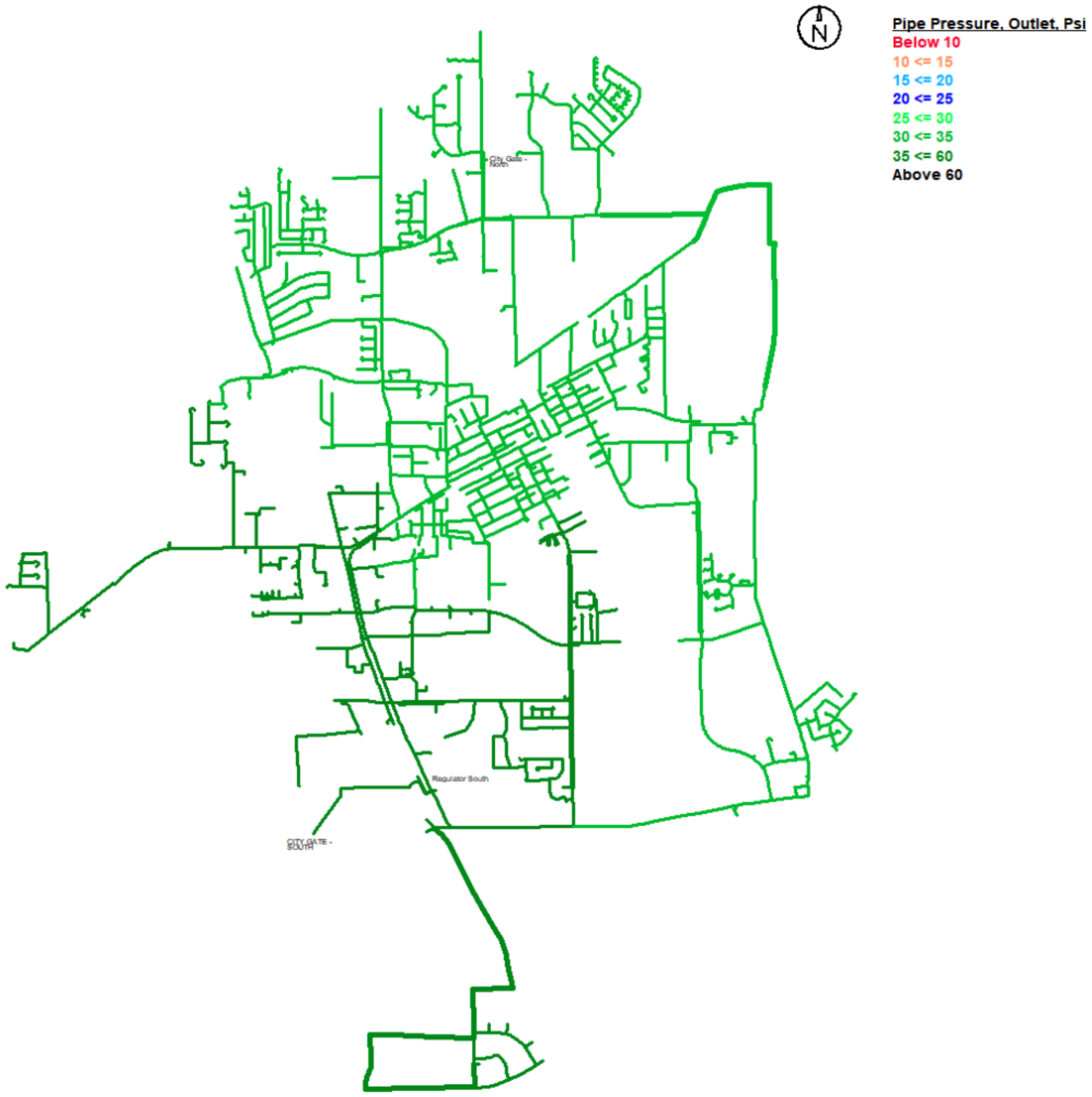
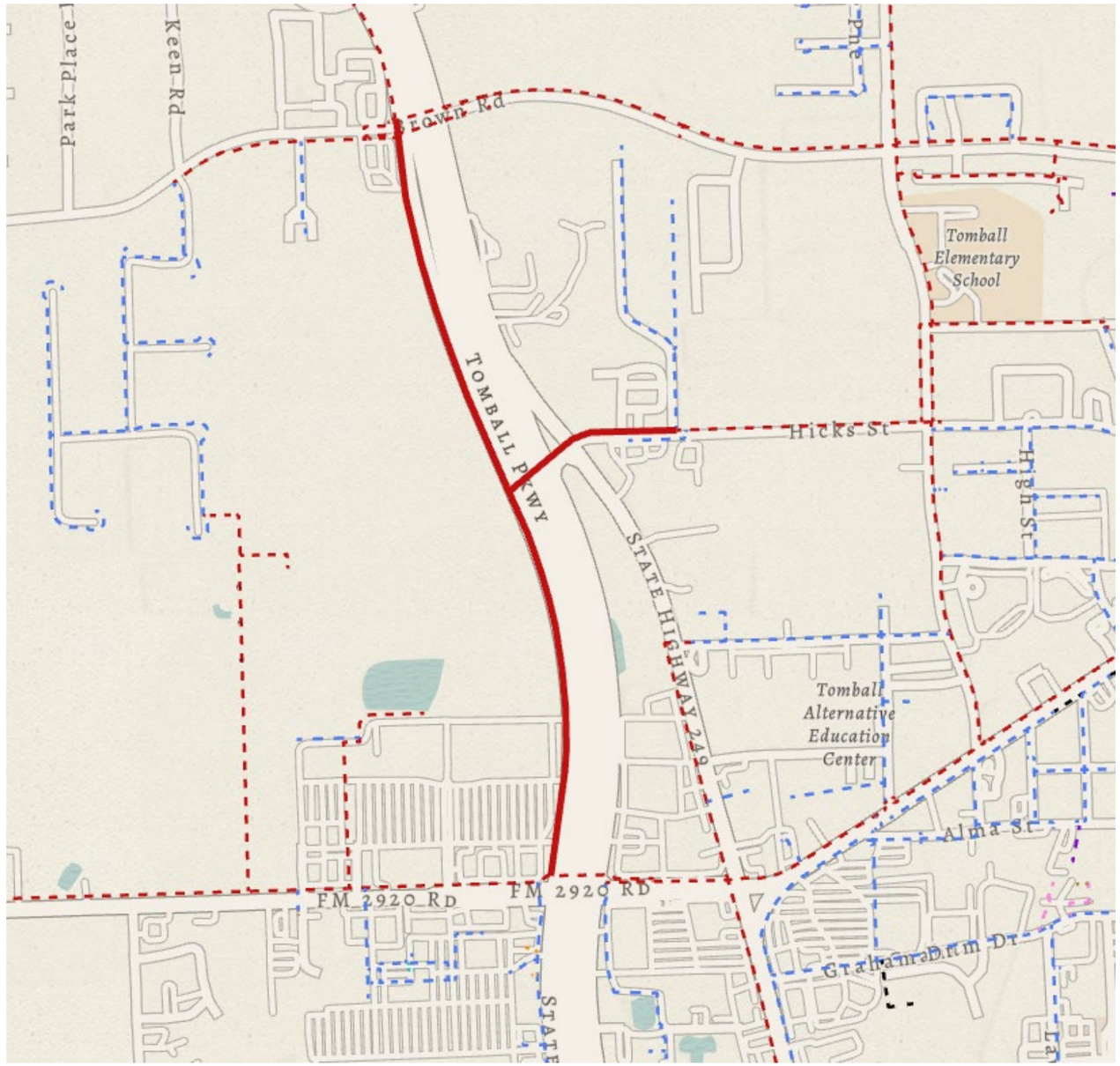


Exhibit 14: Project 5 (SH249 from Brown Rd to FM2920)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ 5,000.00	$ 152,445.00	$ 1,233,125.00	$ 347,642.50	$ 1,738,212.50	Design and construct 6,490 LF of 4" poly to fix a choke point along SH 249 on the northside of the system, includes a lateral connection at Hicks St. Engineering supports City with bid, construction and as-built phases. Includes temp construction easement costs for Hicks St lateral installation.

Exhibit 15: System Pressures with Project 5 (SH249 from Brown Rd to FM2920)

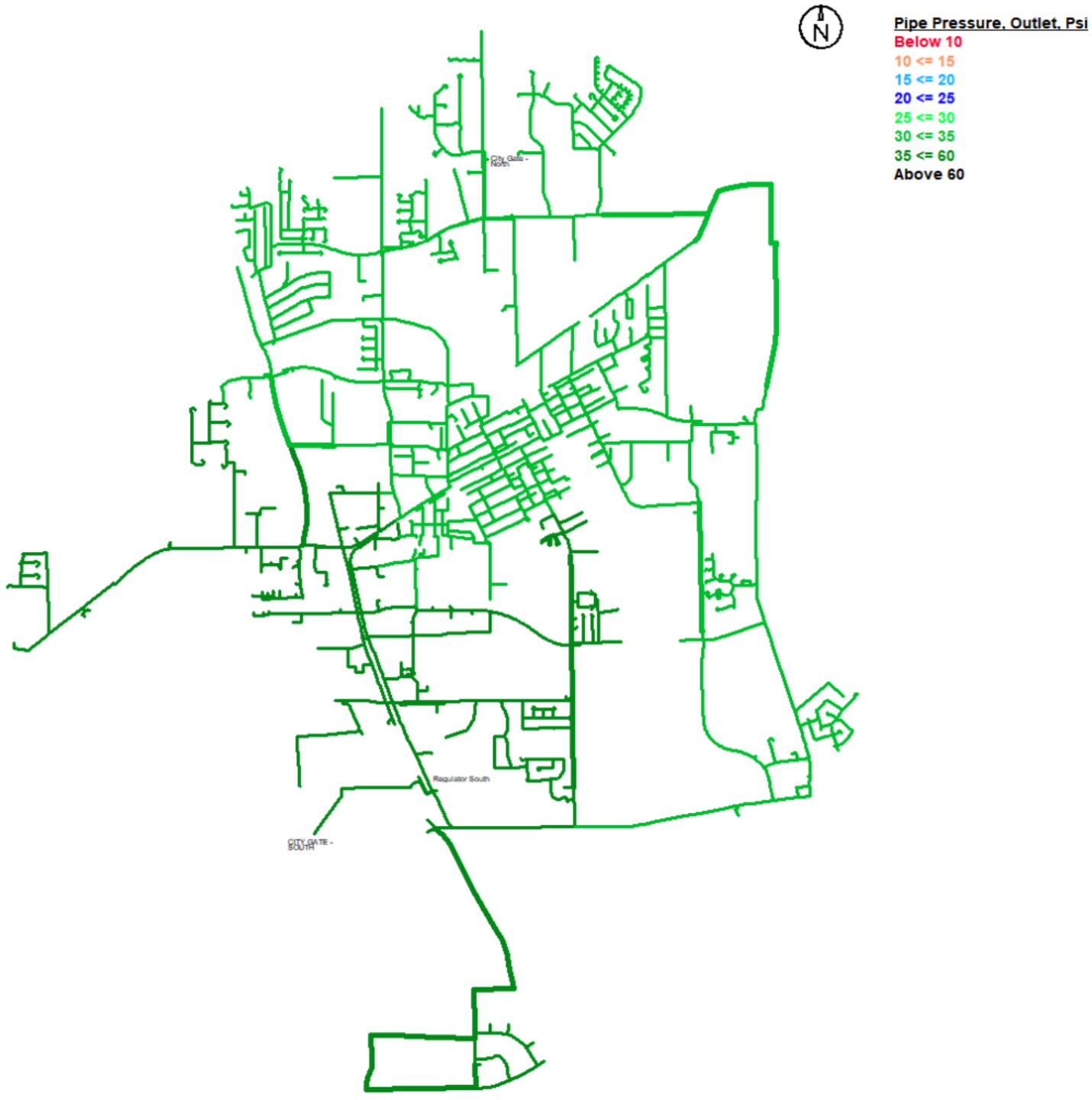
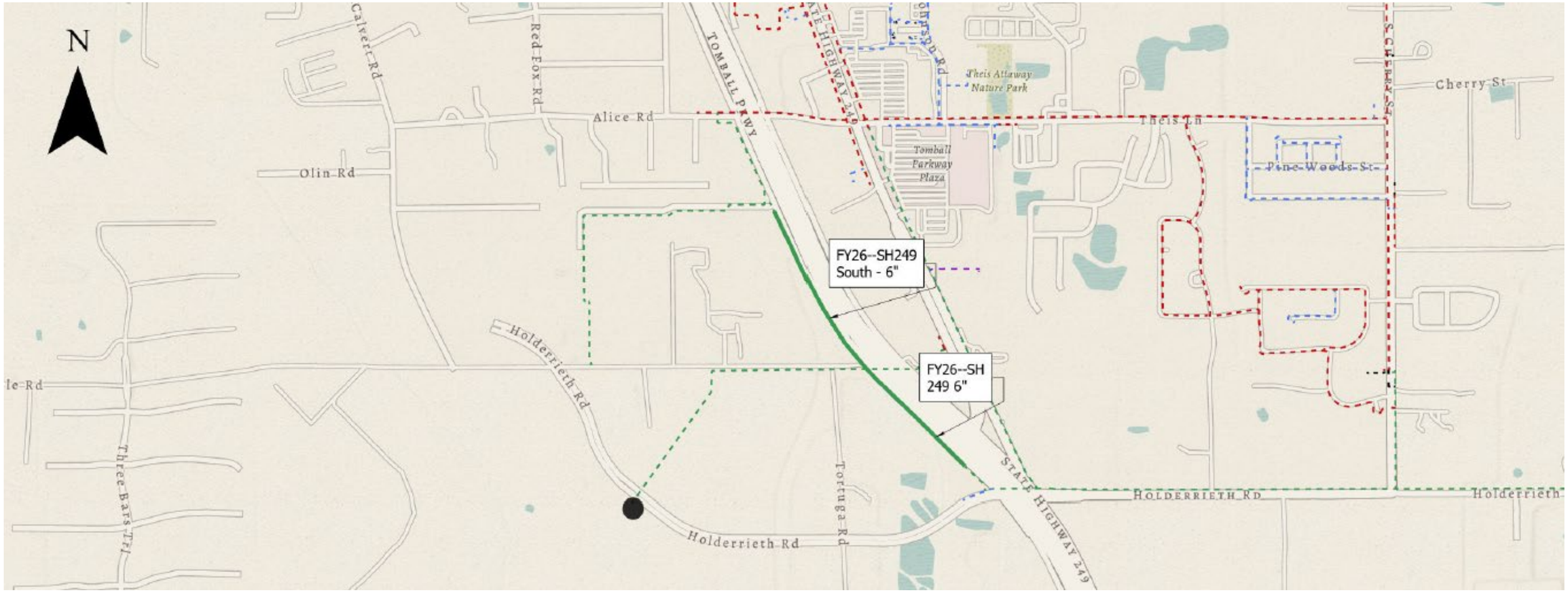


Exhibit 16: Project 6 (SH249 from Service Center Rd to Holderreith)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 96,250.00	$ 698,912.50	$ 198,790.63	$ 993,953.13	Design and construct 3,250 LF of 6" poly to allow South Gate gas supply to feed into the north system as well as a begin the process of completing a 6" inner loop along SH 249; Engineering supports City with bid, construction and as-built phases. 6" inner loop addresses system reliability concerns.

Exhibit 17: Project 6 (SH249 from Service Center Rd to Holderreith)

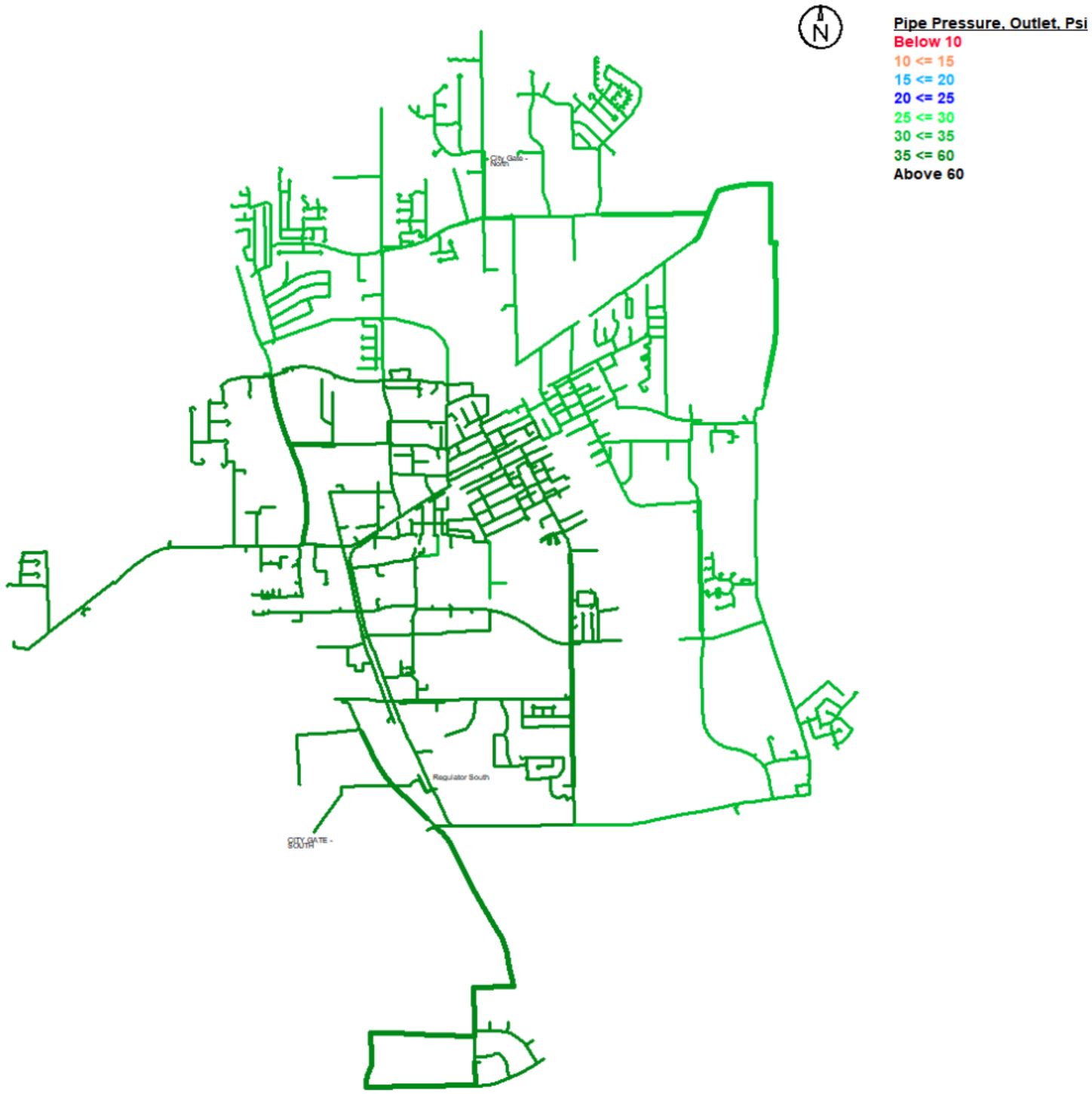
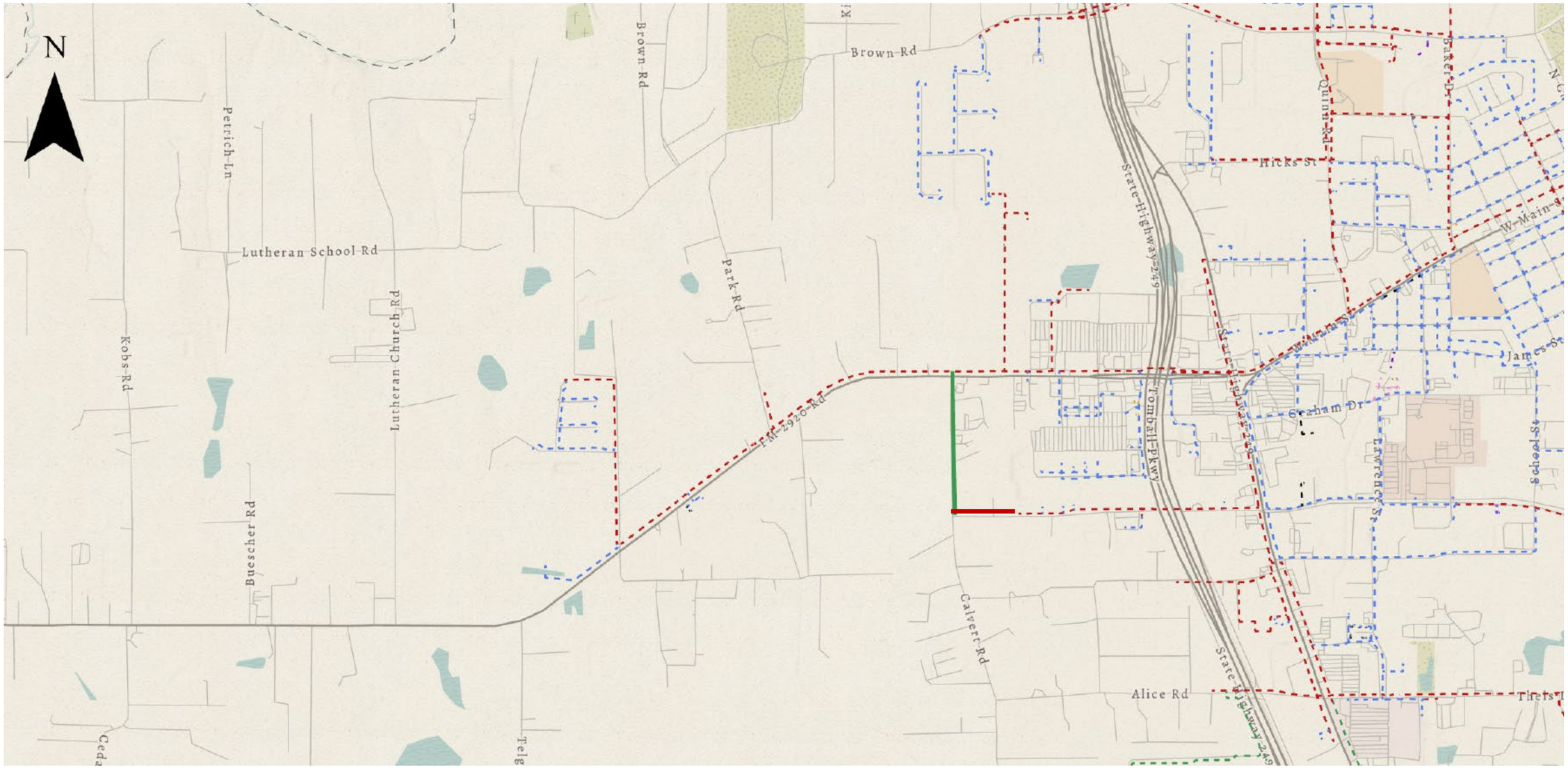


Exhibit 18: Project 7 (Calvert Rd from FM 2920 to Humble Rd/Medical Complex Dr)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
	$ 67,180.00	$ 495,496.00	$ 140,669.00	$ 703,345.00	Design and construct 2,112 LF of 6" poly to support growth on the west side of CIty as well as create a 2-way feed on the northwest side of the City with existing 4" lines on FM 2920 and Medical Complex; Continue with 6" inner loop development. Engineering supports City with bid, construction and as-built phases. Includes 950 LF of 4" poly on Medical Complex Dr.

Exhibit 19: Future System Pressures with Project 7 (Calvert Rd from FM 2920 to Humble Rd/Medical Complex Dr)

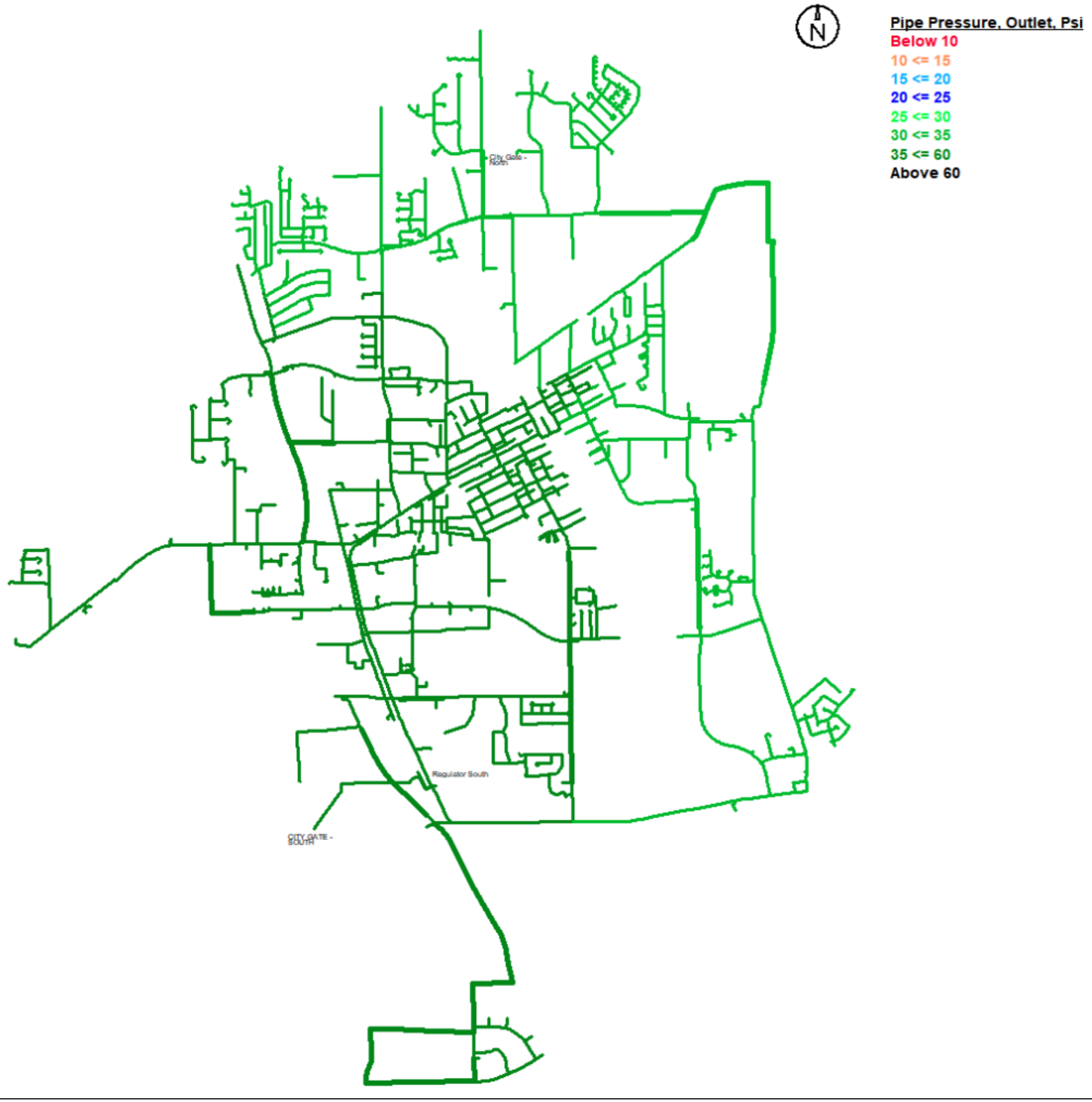
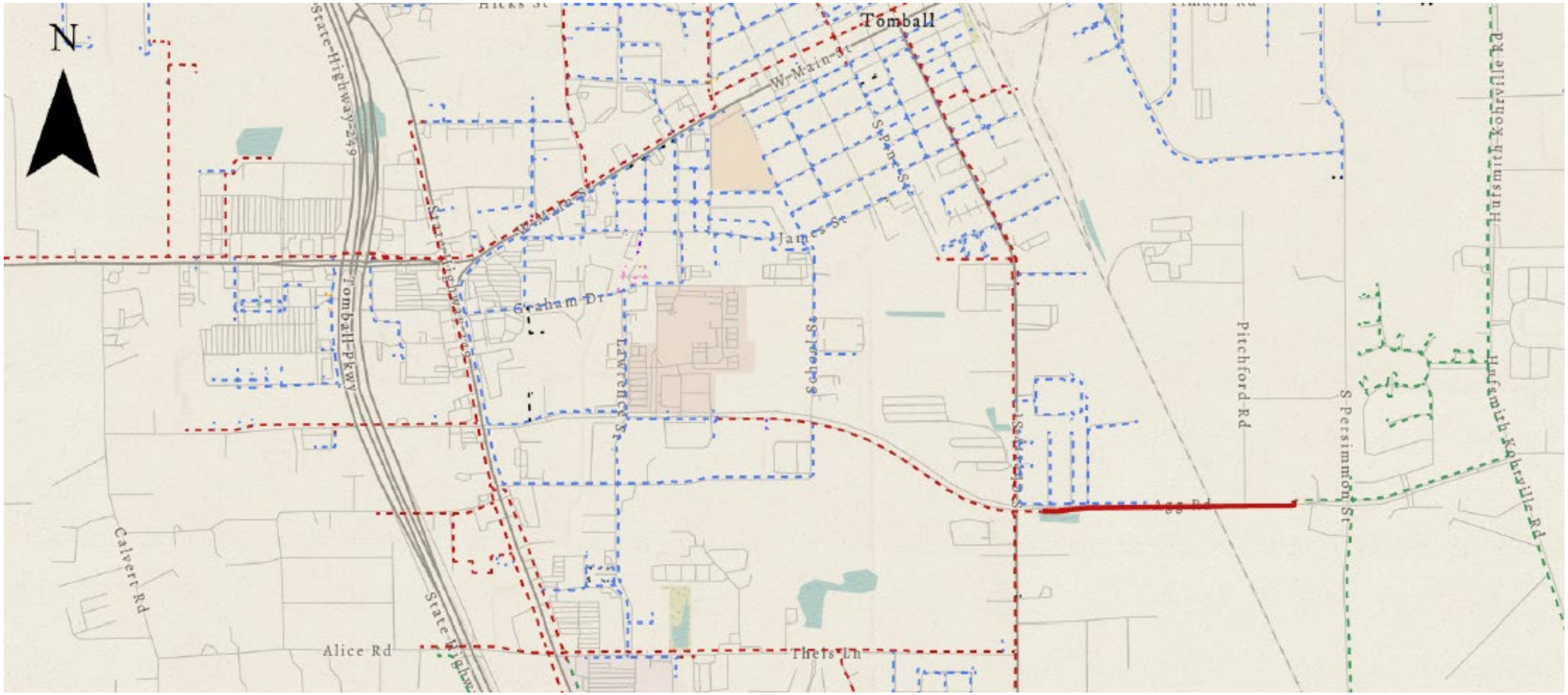


Exhibit 20: Project 8 (Agg Rd from S Cherry St to S Persimmon St)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
	$ 82,500.00	$ 576,725.00	$ 164,806.25	$ 824,031.25	Design and construct 3,000 LF of 4" poly to fix a choke point on the east side of the system. Engineering supports City with bid, construction and as-built phases. Includes RR crossing permit.

Exhibit 21: Future System Pressures with Project 8 (Agg Rd from S Cherry St to S Persimmon St)

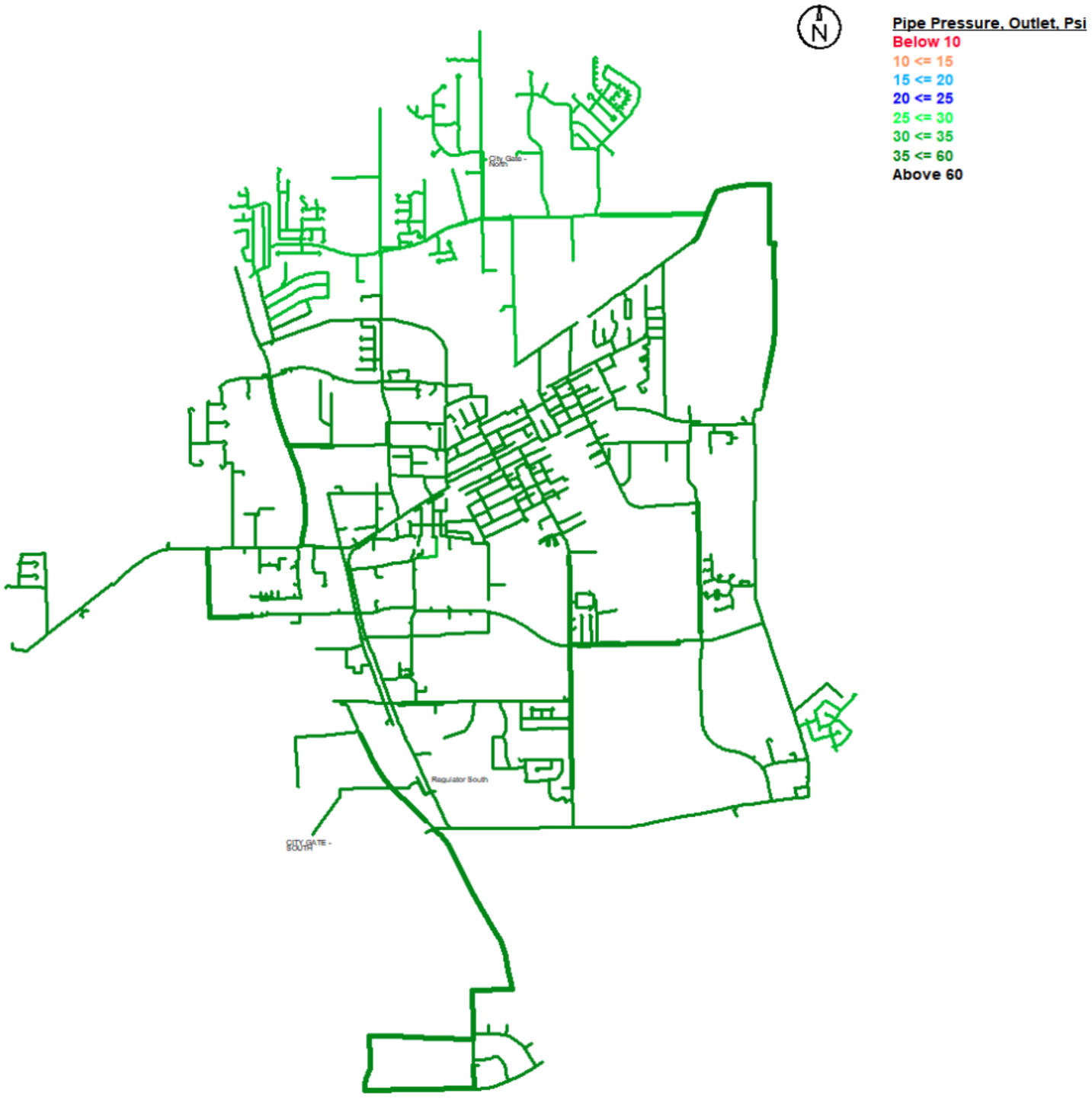


Exhibit 22: Project 9 (W Hufsmith – Cherry St – E Hufsmith Interconnects)





Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
	$ 133,500.00	$ 841,750.00	$ 243,812.50	$ 1,219,062.50	Connect system dead ends as follows: W. Huffsmith 4" between Baker Dr. & Rudolph Rd; S. Cherry St. 4" between W. Main St. & W. Hufsmith St.; and E. Hufsmith 4" between Hospital St. & Timber Trails. Design and construct,4,000 LF of 4" poly to improve system reliablity on the northside of the City; Abandon in-place the existing 2" poly; Engineering supports City with bid, construction and as-built phases. Construction traverses three abandoned pipelines and one RR).

Exhibit 23: Future System Pressures with Project 9 (W Hufsmith – Cherry St – E Hufsmith Interconnects

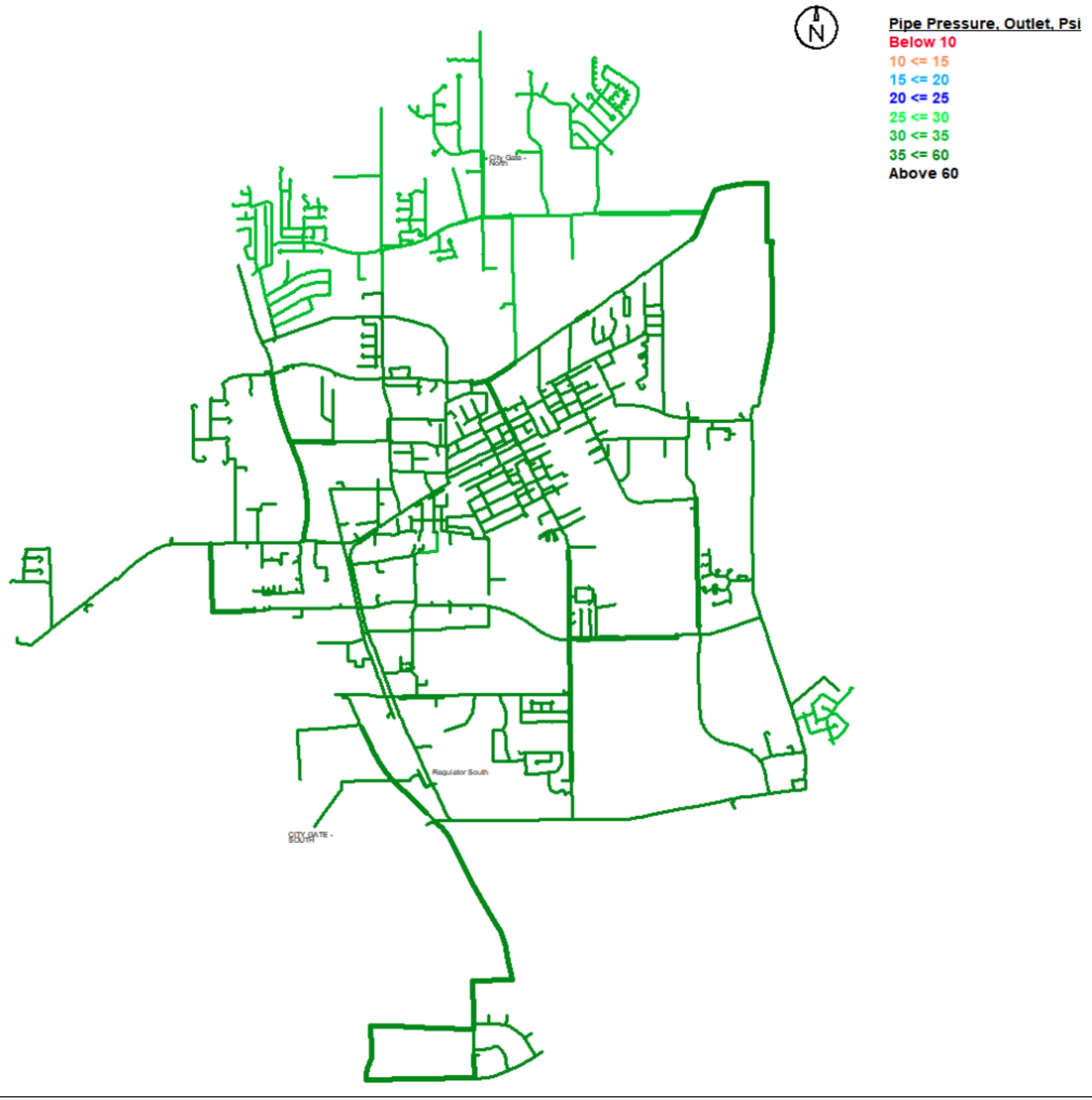
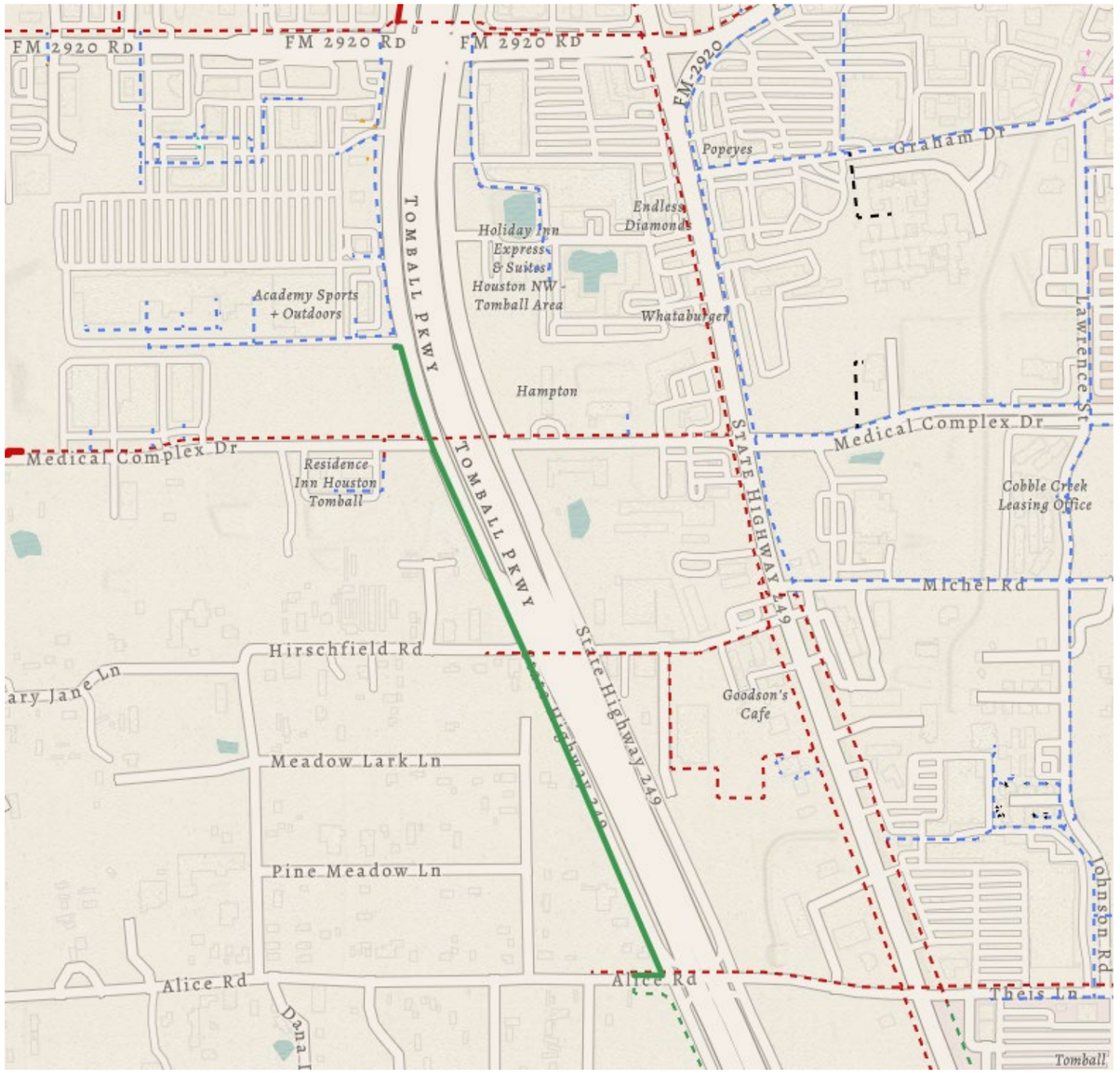


Exhibit 24: Project 10 (SH 249 6" North of Medical Complex to Alice Rd)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 98,450.00	$ 748,842.50	$ 211,823.13	$ 1,059,115.63	Design and construct 2,900 LF LF of 6" poly to complete a N-S loop system connection along SH 249 from Medical Center Dr to Alice Ln and 460 LF 2" poly from Medical Center Dr to north of Medical Center Dr to connect existing 2" poly to new loop. Engineering supports City with bid, construction and as-built phases.

Exhibit 25: Future System Pressures with Project 10 (SH 249 N of Medical Complex Dr to Alice Rd)

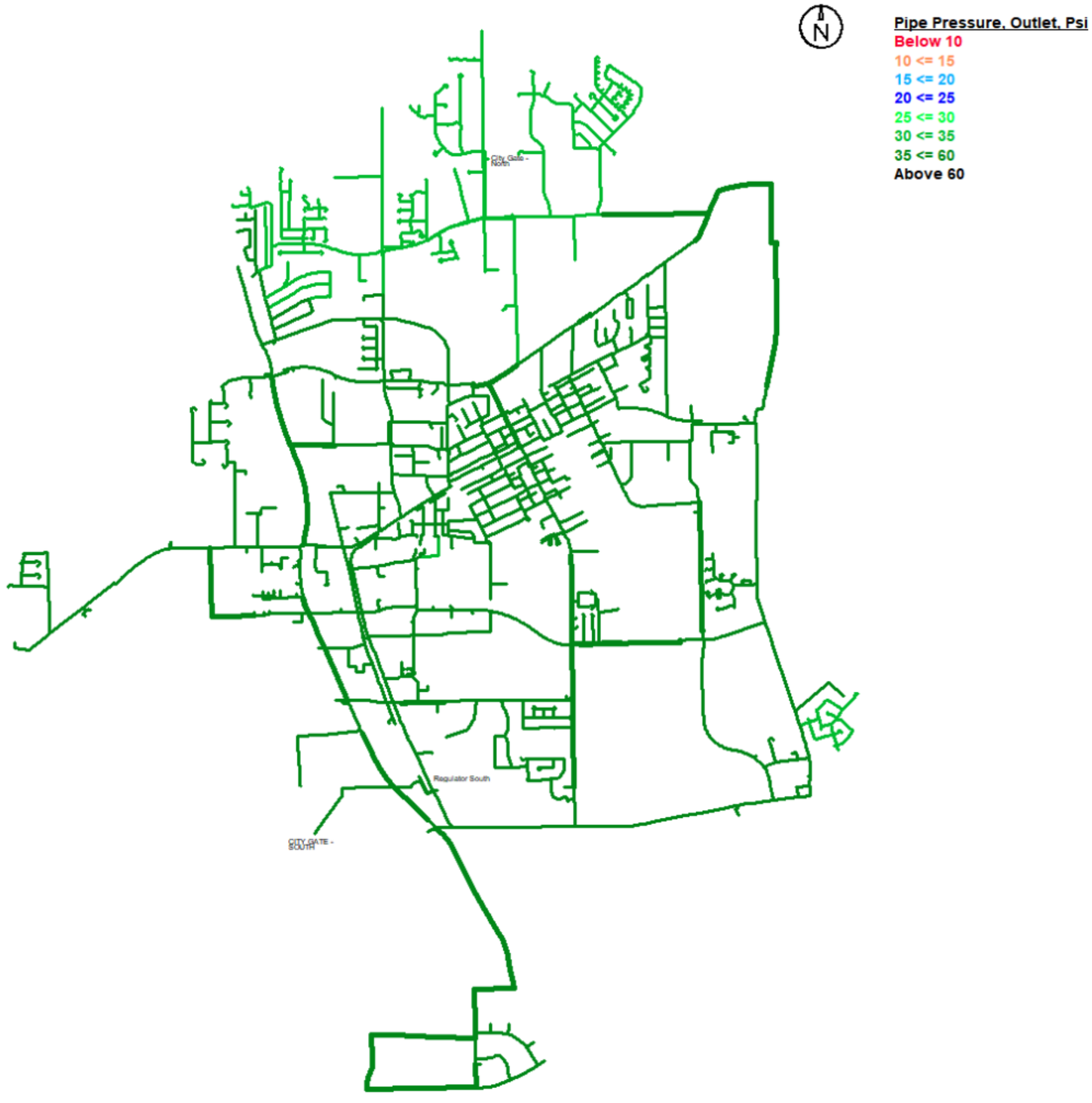
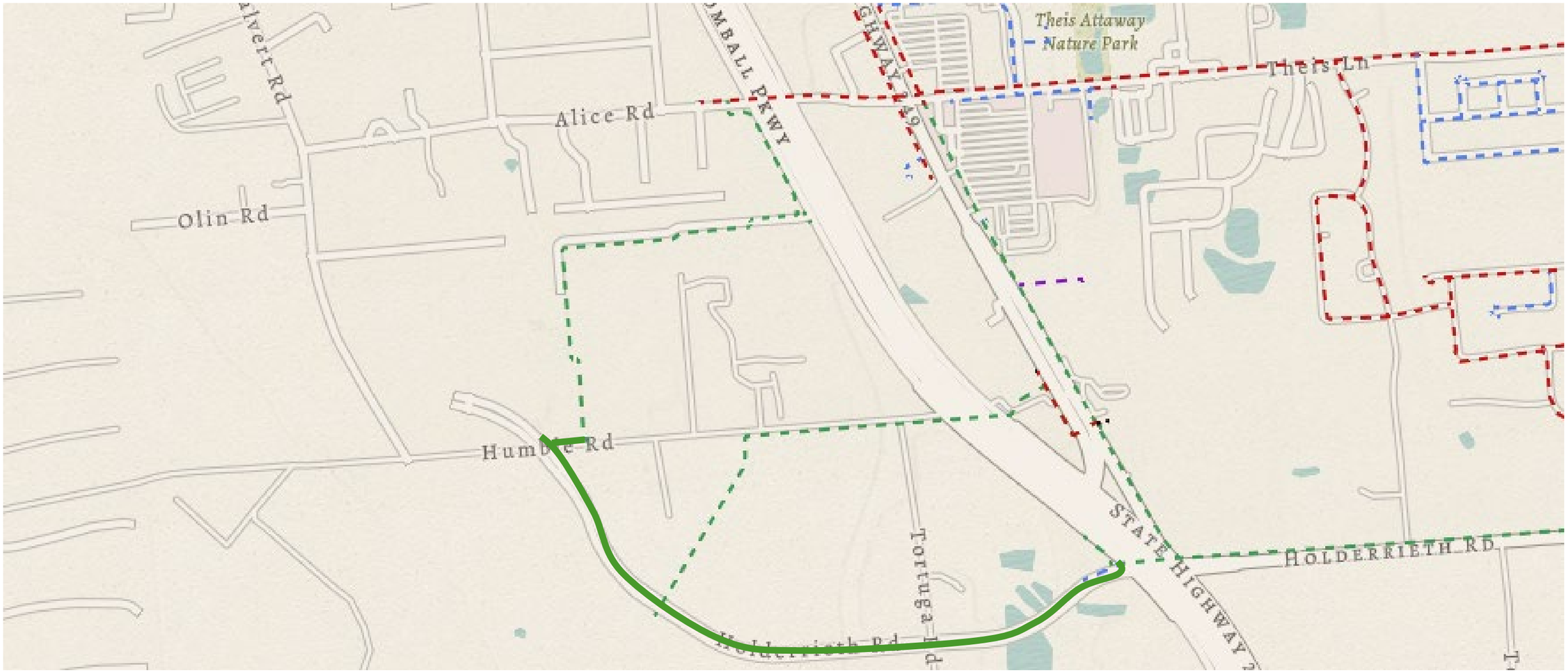


Exhibit 26: Project 11 (Holderreith Rd 6" between SH 249 & Humble Rd)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ 25,000.00	$ 148,830.00	$ 1,175,400.00	$ 337,307.50	$ 1,686,537.50	Design and construct 5,560 LF of 6" poly to support growth on the westside of the City as well as contnue building a 6" inner loop along the westside of the City, which boosts feed from South Gate and Grand Pkwy City Gate into the rest of the system. Engineering supports City with bid, construction and as-built phases.

Exhibit 27: Future System Pressures with Project 11 (Holderreith Rd 6" between SH 249 & Humble Rd)

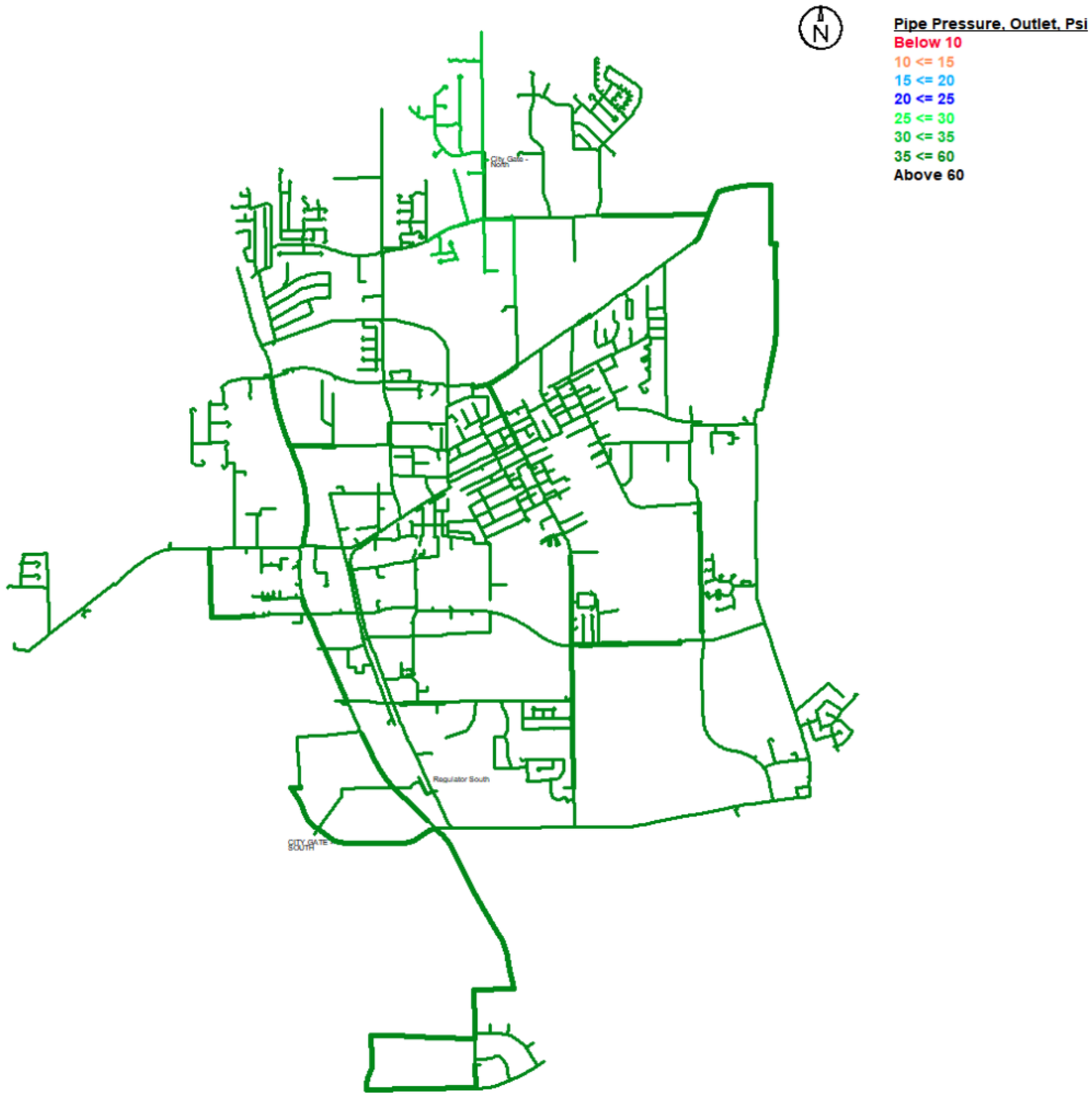
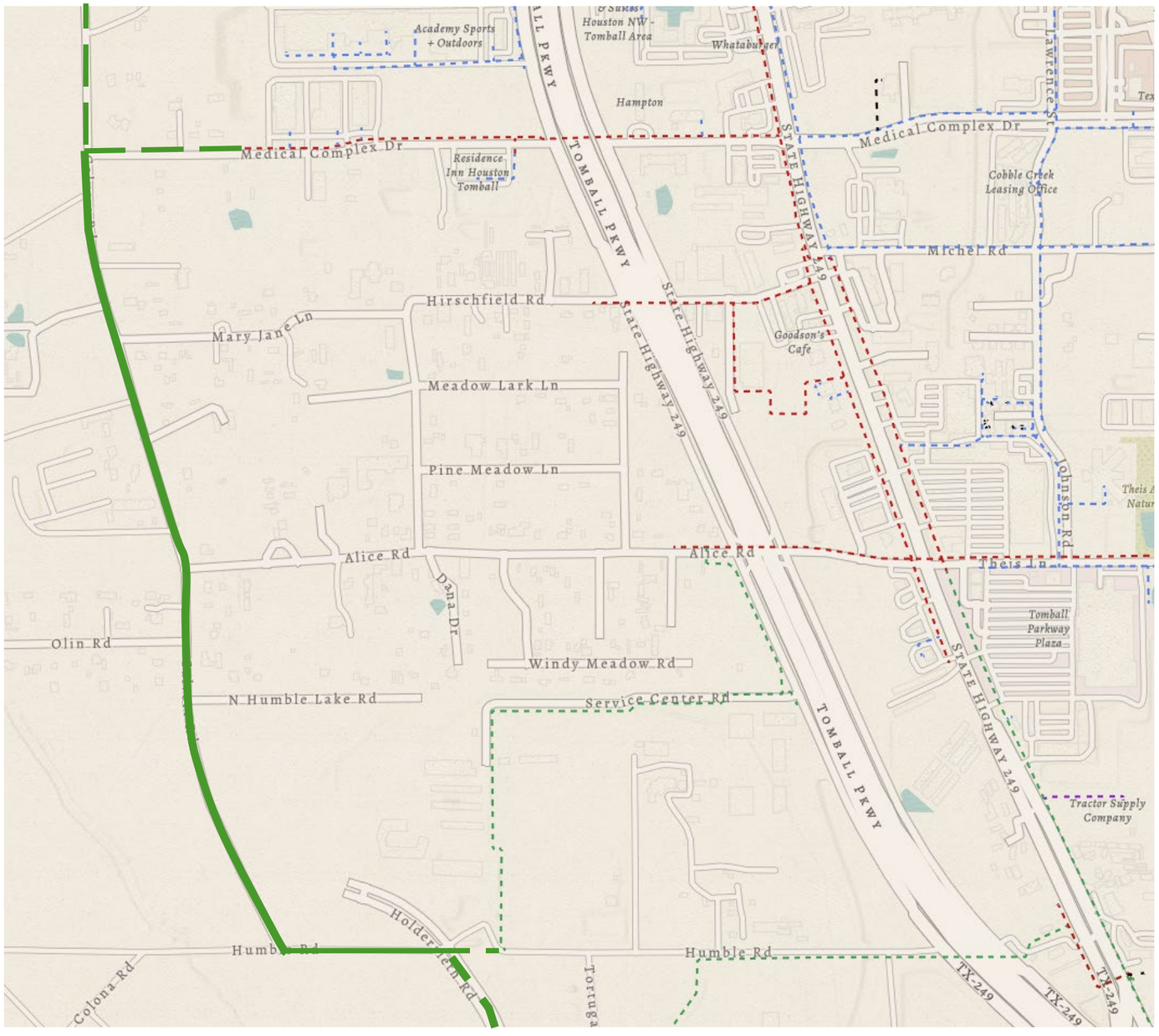


Exhibit 28: Project 12 (Calvert Rd 6" from Medical Complex Dr to Humble Rd)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ 25,000.00	$ 130,750.00	$ 1,185,250.00	$ 335,250.00	$ 1,676,250.00	Design and construct 6,300 LF of 6" poly to support growth on the west side of CIty as well as complete the 6" inner loop development. Engineering supports City with bid, construction and as-built phases.

Exhibit 29: Future System Pressures with Project 12 (Calvert Rd 6" from Medical Complex Dr to Humble Rd)

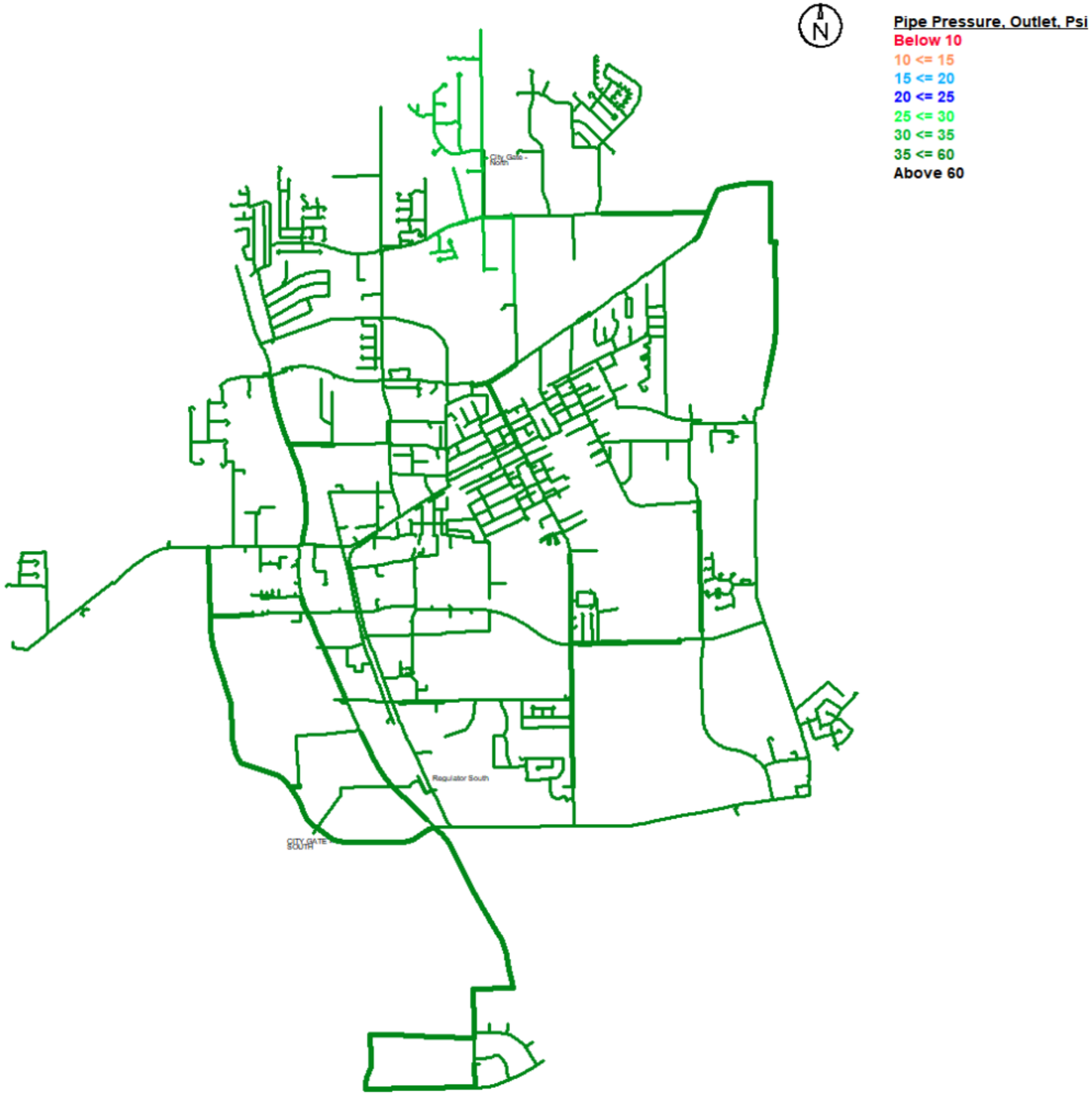
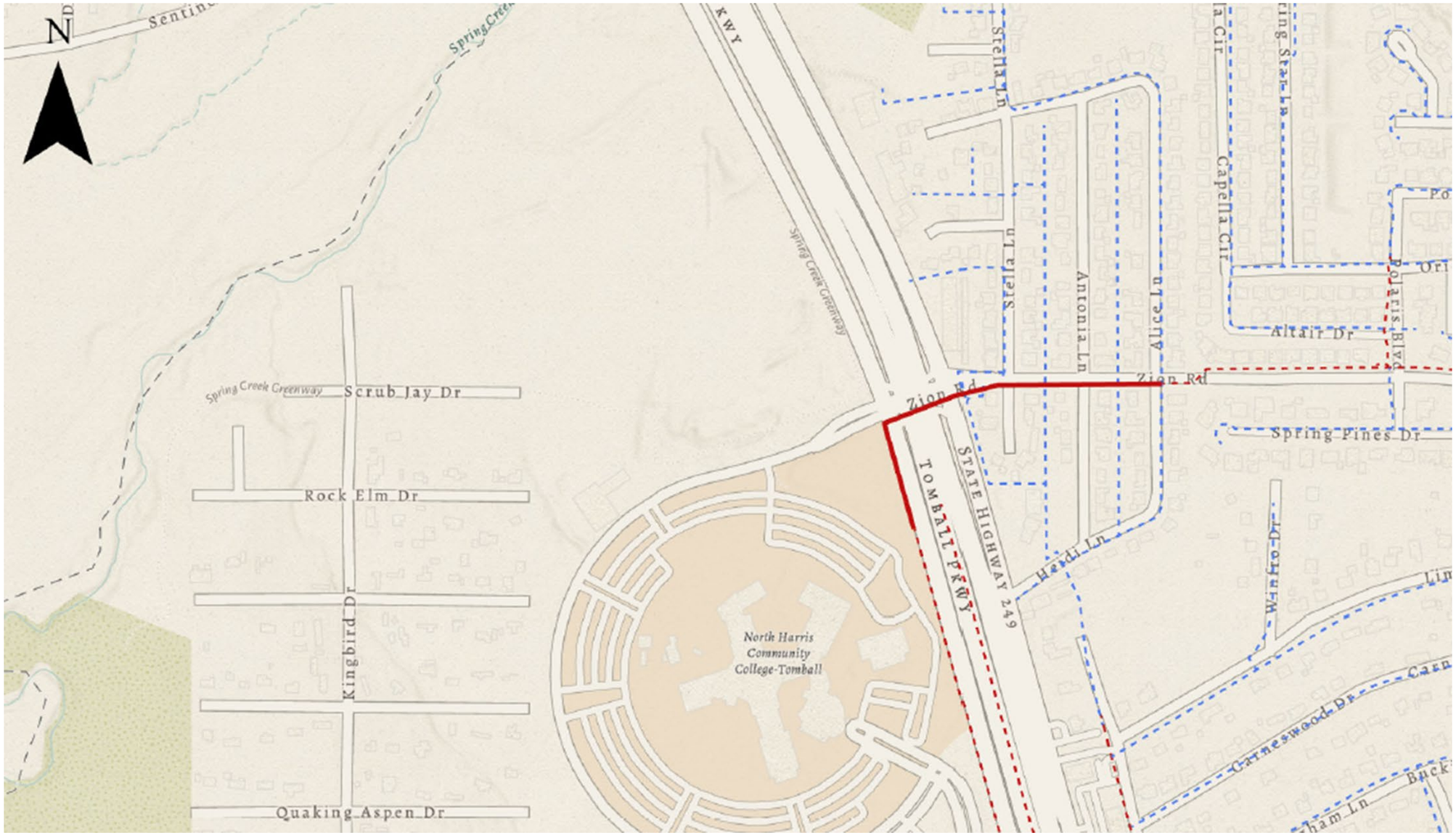


Exhibit 30: Project 13 (Zion Rd between SH 249 and Alice Ln)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 55,787.50	$ 358,758.75	$ 103,636.56	$ 518,182.81	Design and construct 1,635 LF of 4" poly to fix a choke point on the northside of the City; Abandon in-place the existing 2" poly and connect N-S laterals along Zion Rd. Engineering supports City with bid, construction and as-built phases.

Exhibit 31: Future System Pressures with Project 13 (Zion Rd between SH 249 and Alice Ln)

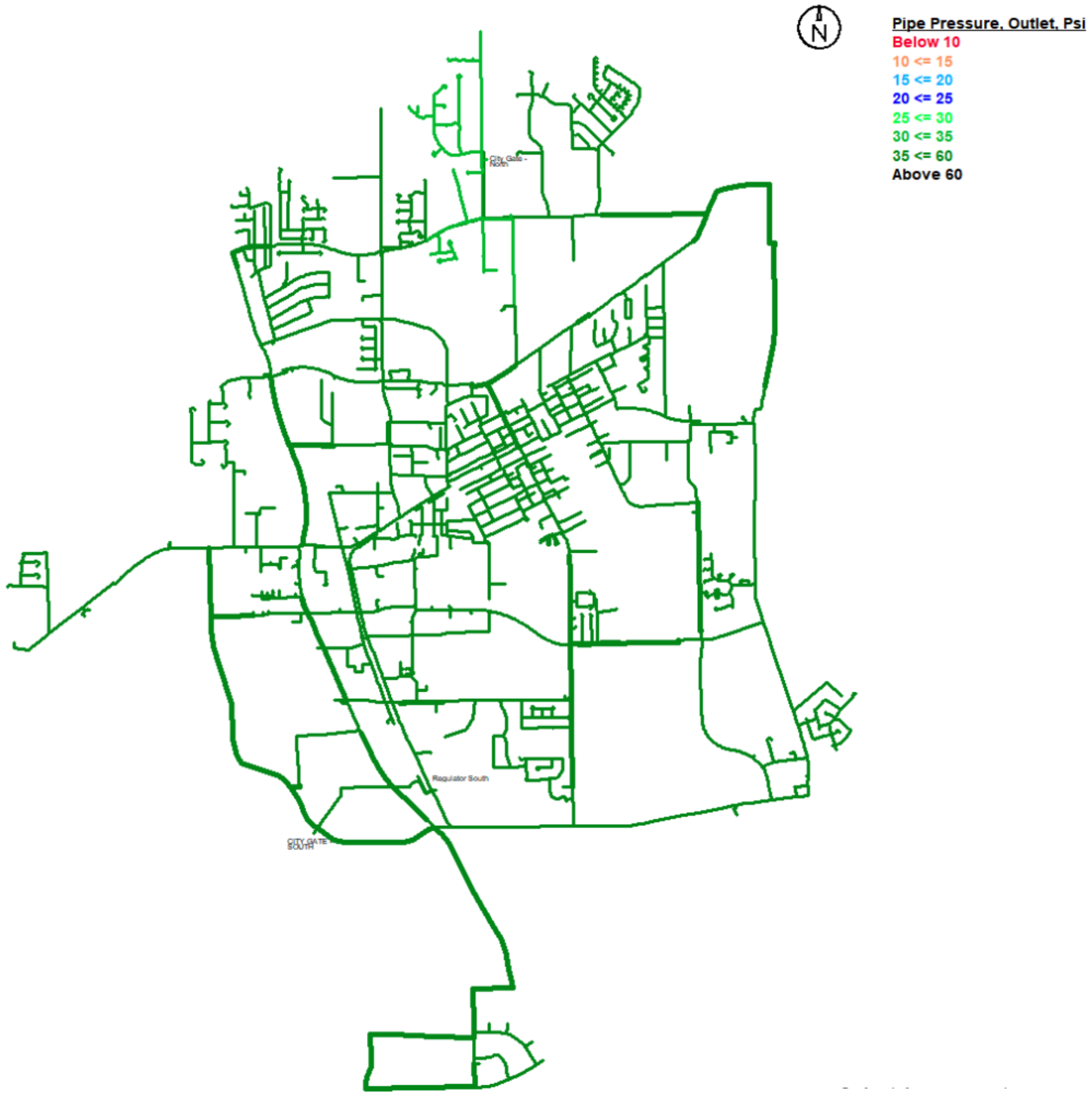
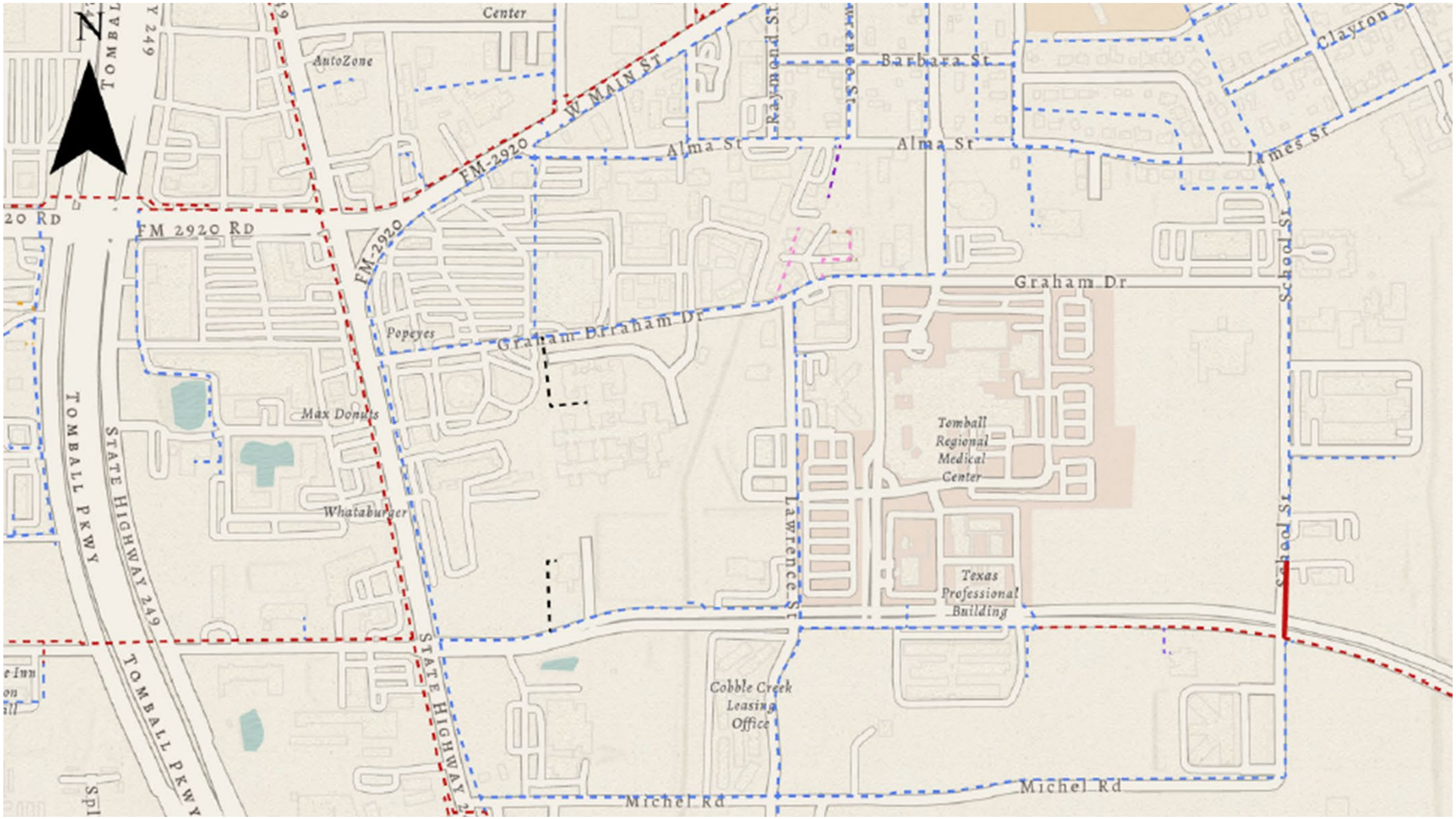


Exhibit 32: Project 14 (School St. 4" Crossing at Medical Complex Dr.)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 17,500.00	$ 107,887.50	$ 31,346.88	$ 156,734.38	Design and construct 375 LF of 4" poly to create a 2-way feed in the central part of the system, which fixes low points discovered when the model is stressed. Engineering supports City with bid, construction and as-built phases.

Exhibit 33: Future System Pressures with Project 14 (School St. 4" Crossing at Medical Complex Dr.)

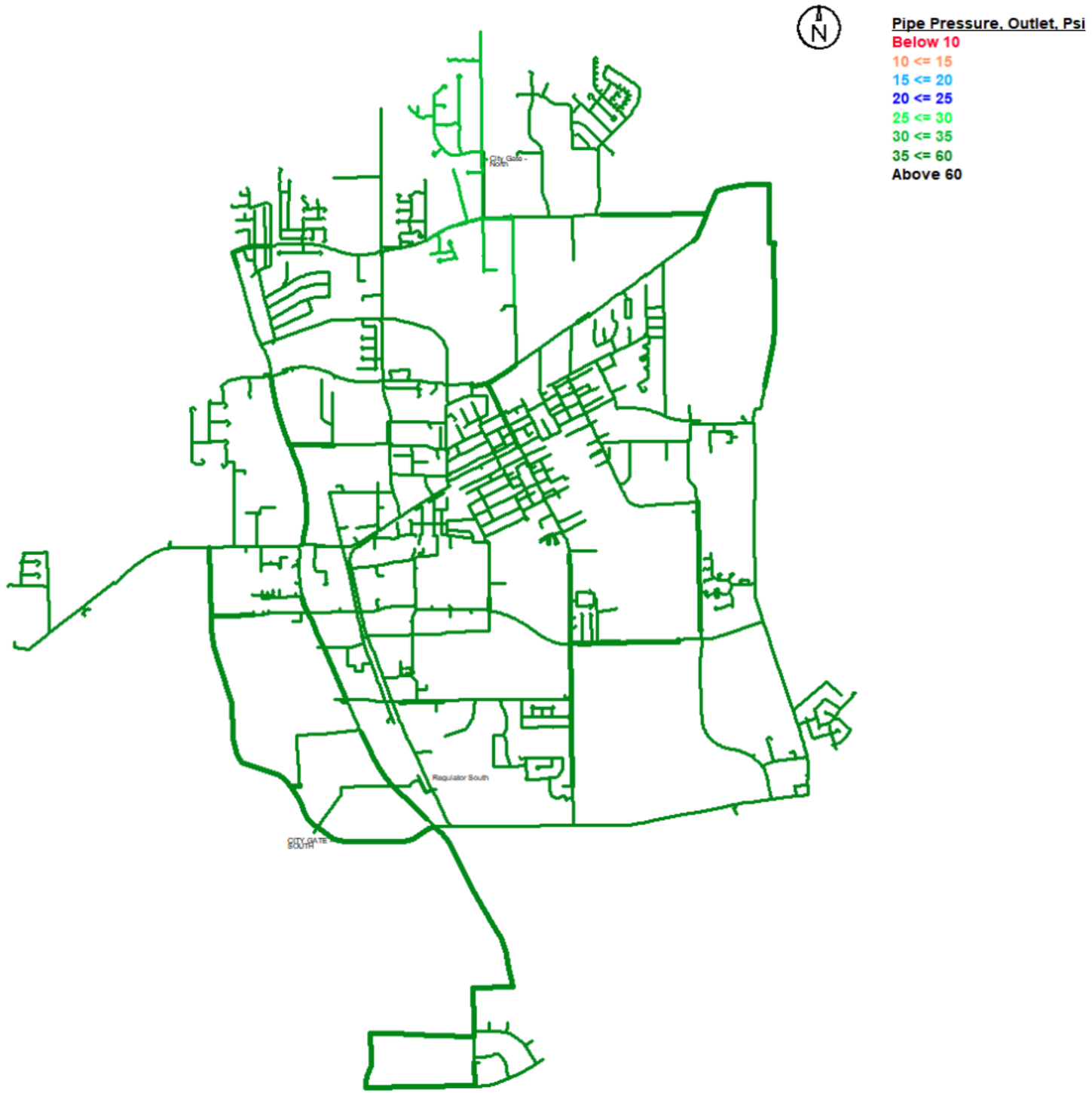
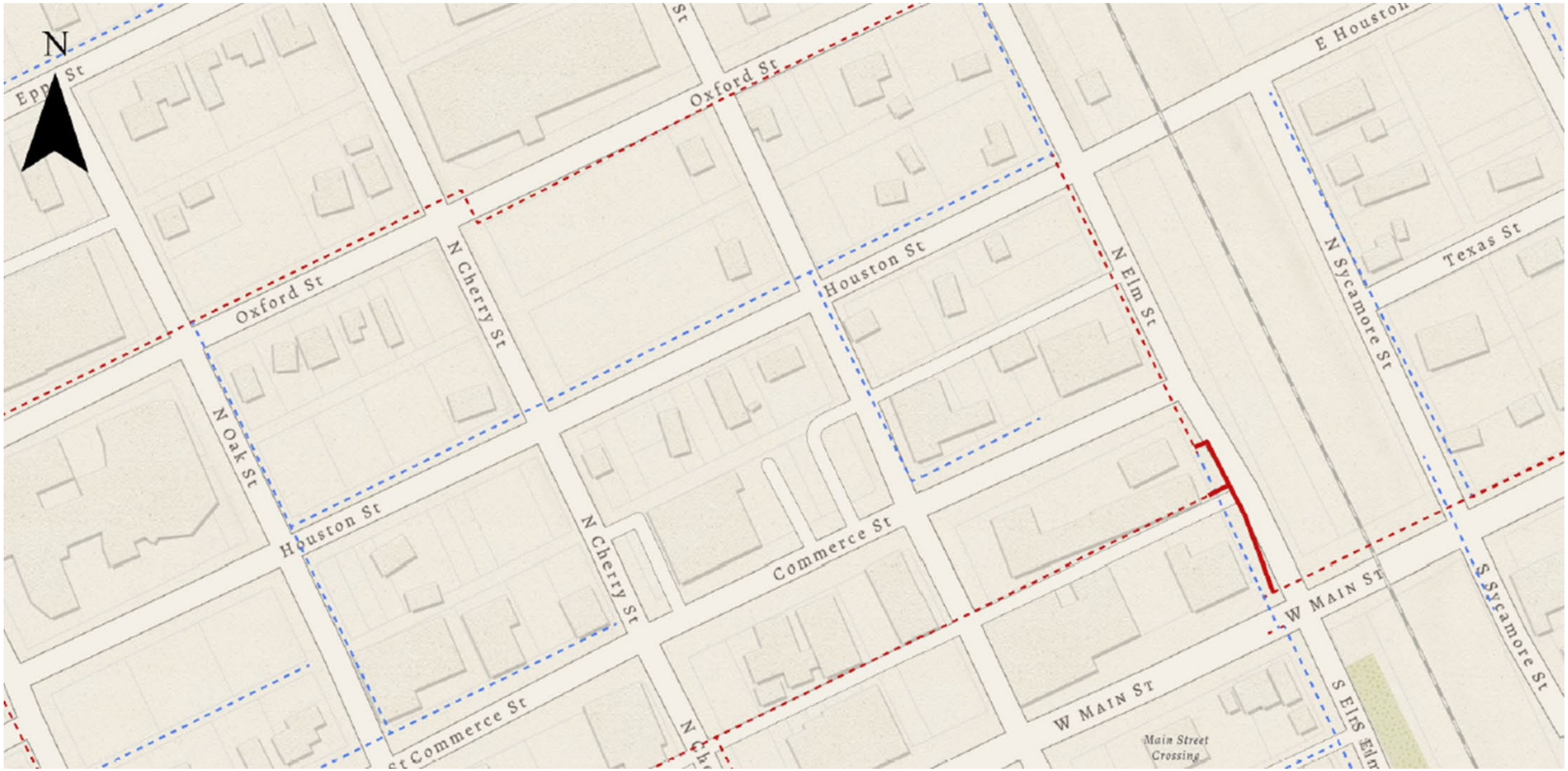


Exhibit 34: Project 15 (W Main St at N Elm St Interconnect)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 18,450.00	$ 59,125.00	$ 19,393.75	$ 96,968.75	Design and construct 215 LF of 4" poly to fix a choke point in the central area of the City; Abandon in-place the existing 2" poly; Engineering supports City with bid, construction and as-built phases.

Exhibit 35: Future System Pressures with Project 15 (W Main St at N Elm St Interconnect)

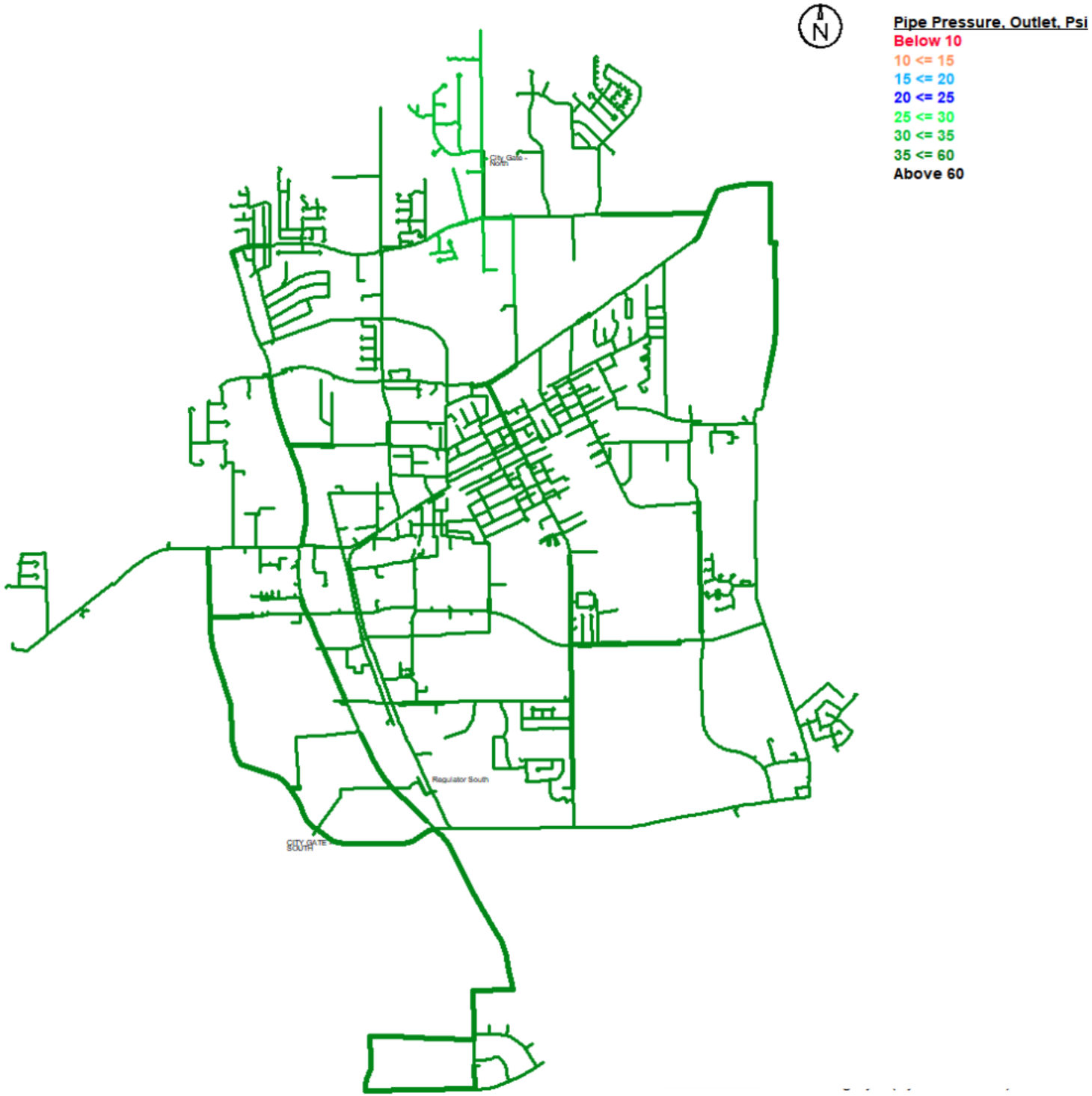
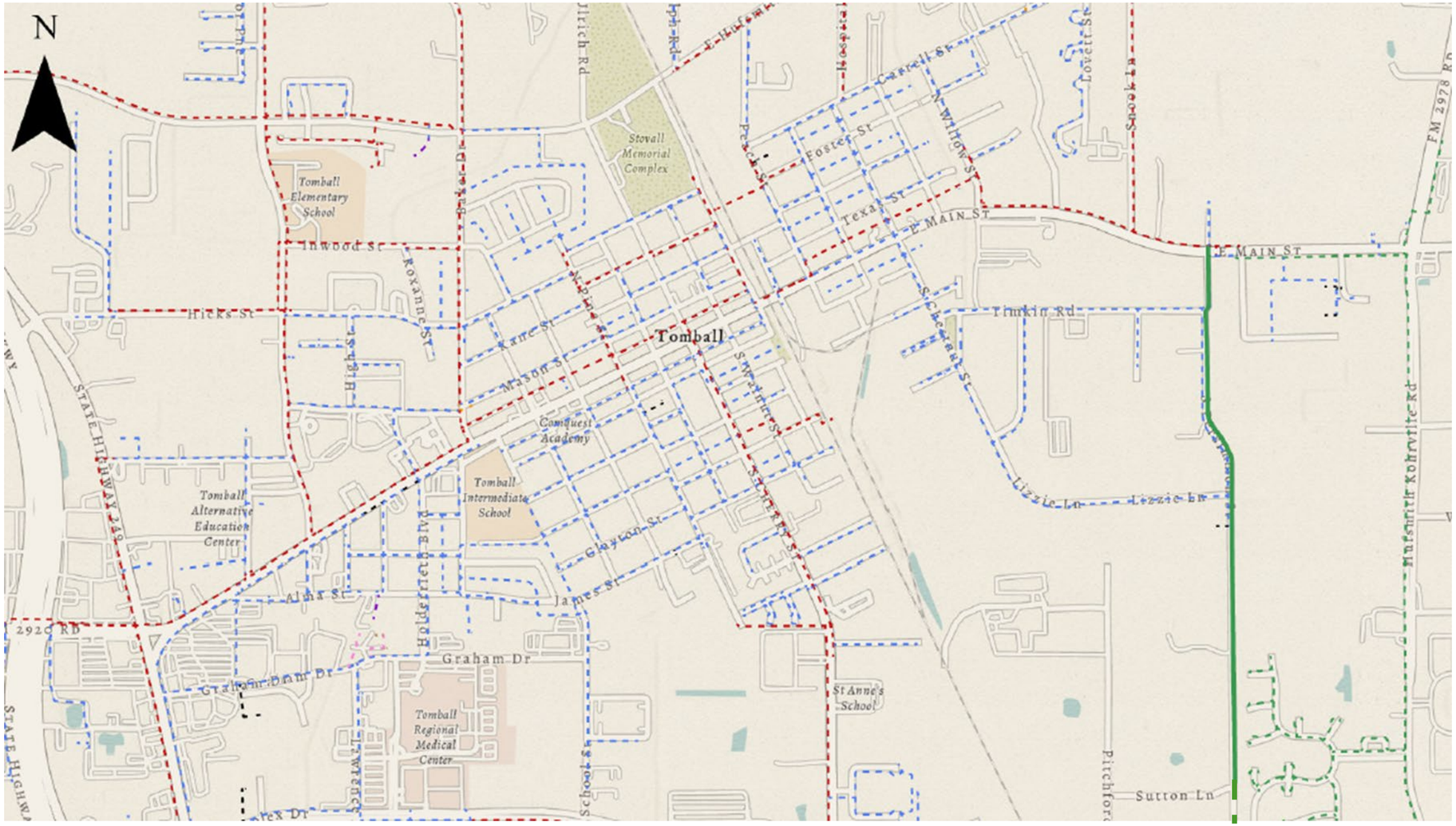


Exhibit 36: Project 16 (S. Persimmon St. 6" between FM 2920/N Main St & Sutton Ln)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 153,250.00	$ 1,065,900.00	$ 304,787.50	$ 1,523,937.50	Design and construct 5,195 LF of 6" poly to support growth on the east side of the system, boost a low point discovered in the model when stressed, and continue the process of completing a 6" outer loop along the eastside of the City; Abandon in-place the existing 2" poly; Engineering supports City with bid, construction and as-built phases.

Exhibit 37: Future System Pressures with Project 16 (S. Persimmon St. 6" between FM 2920/N Main St & Sutton Ln)

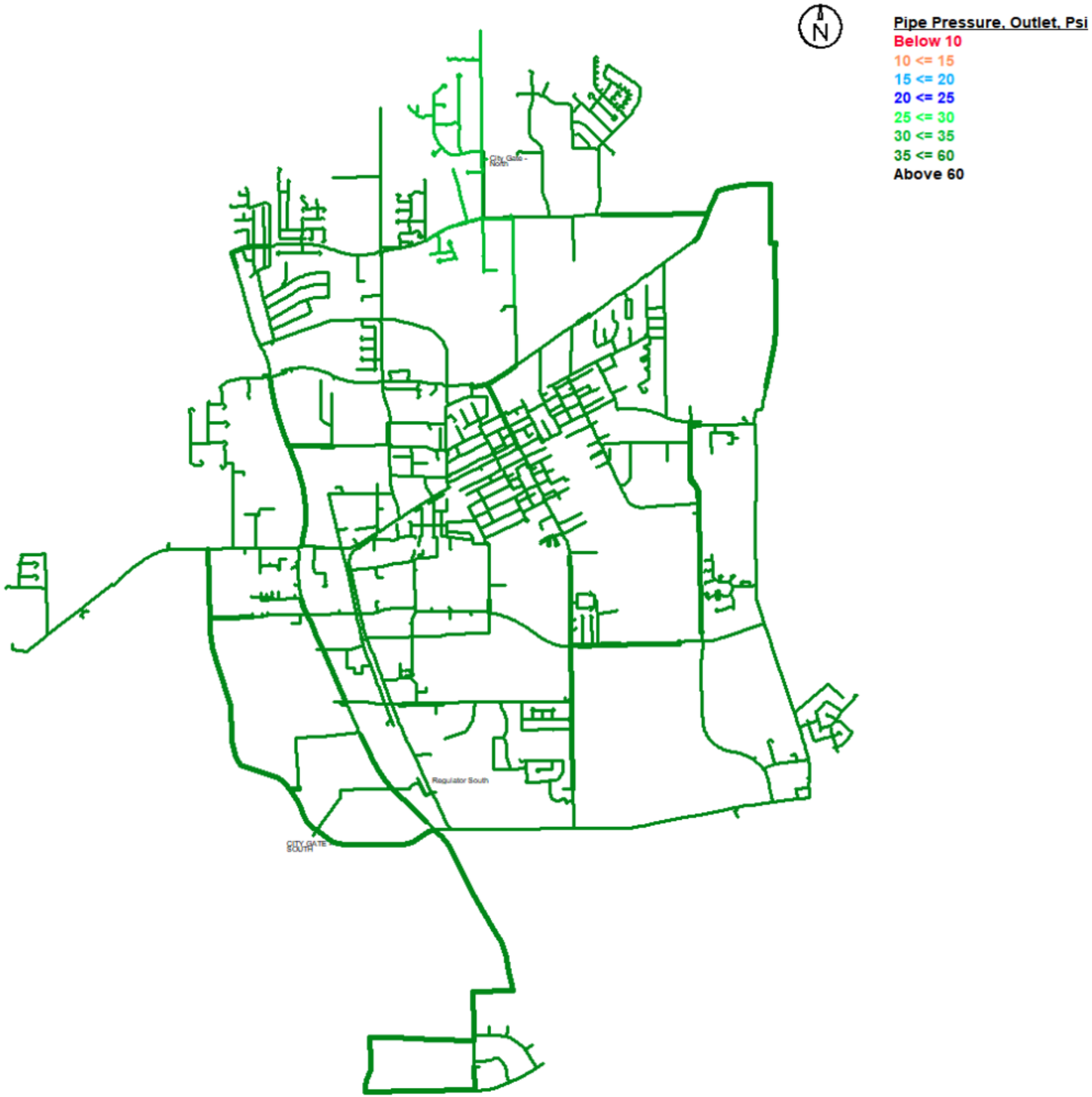
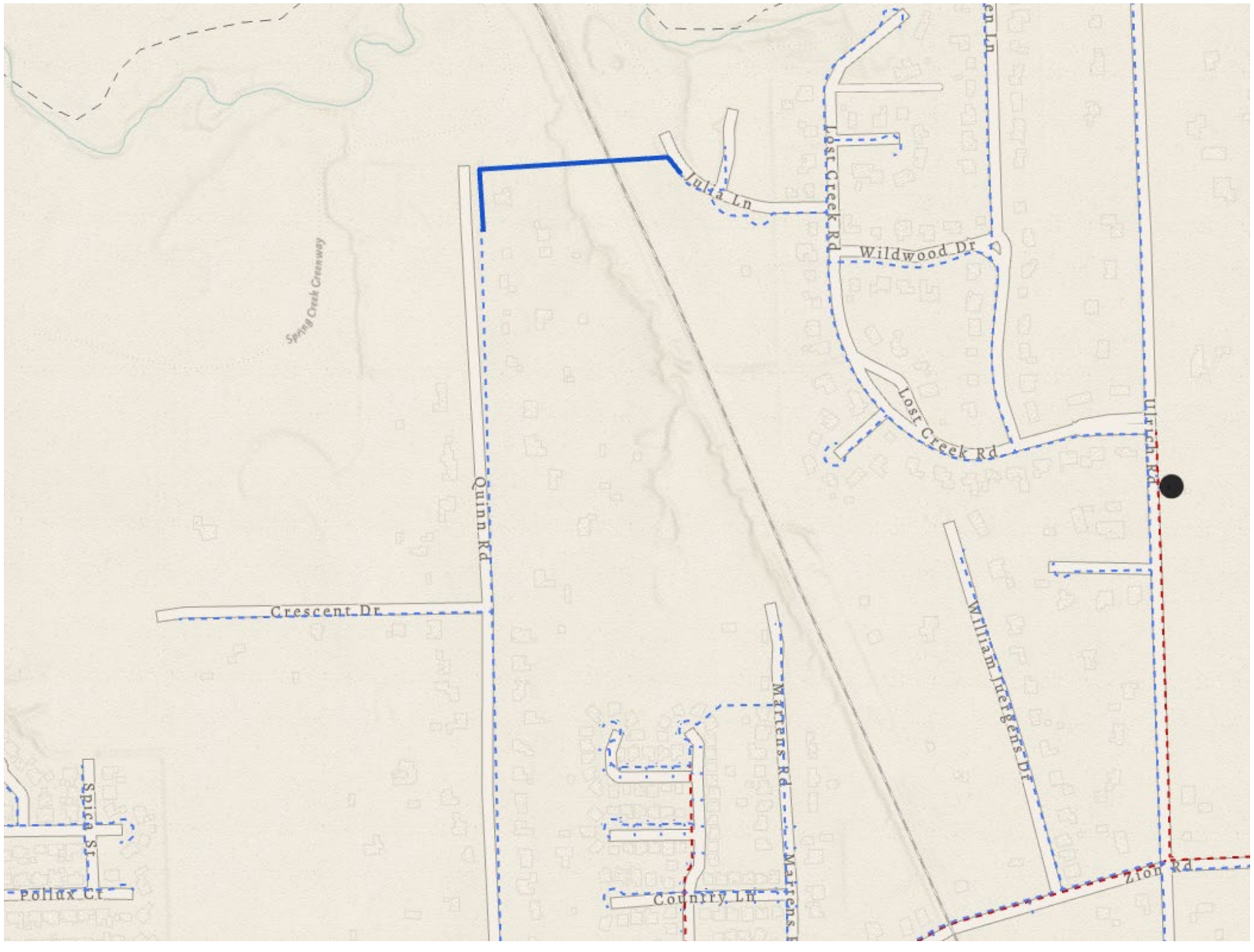


Exhibit 38: Project 17 (Quinn Rd/Julia Rd 2" Interconnect)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 40,437.50	$ 127,115.63	$ 41,888.28	$ 209,441.41	Design and construct 1,175 LF of 2" poly to create a 2-way feed on the northern end of the system. Engineering supports City with bid, construction and as-built phases.

Exhibit 39 :Future System Pressures with Project 17 (Quinn Rd/Julia Rd 2" Interconnect)

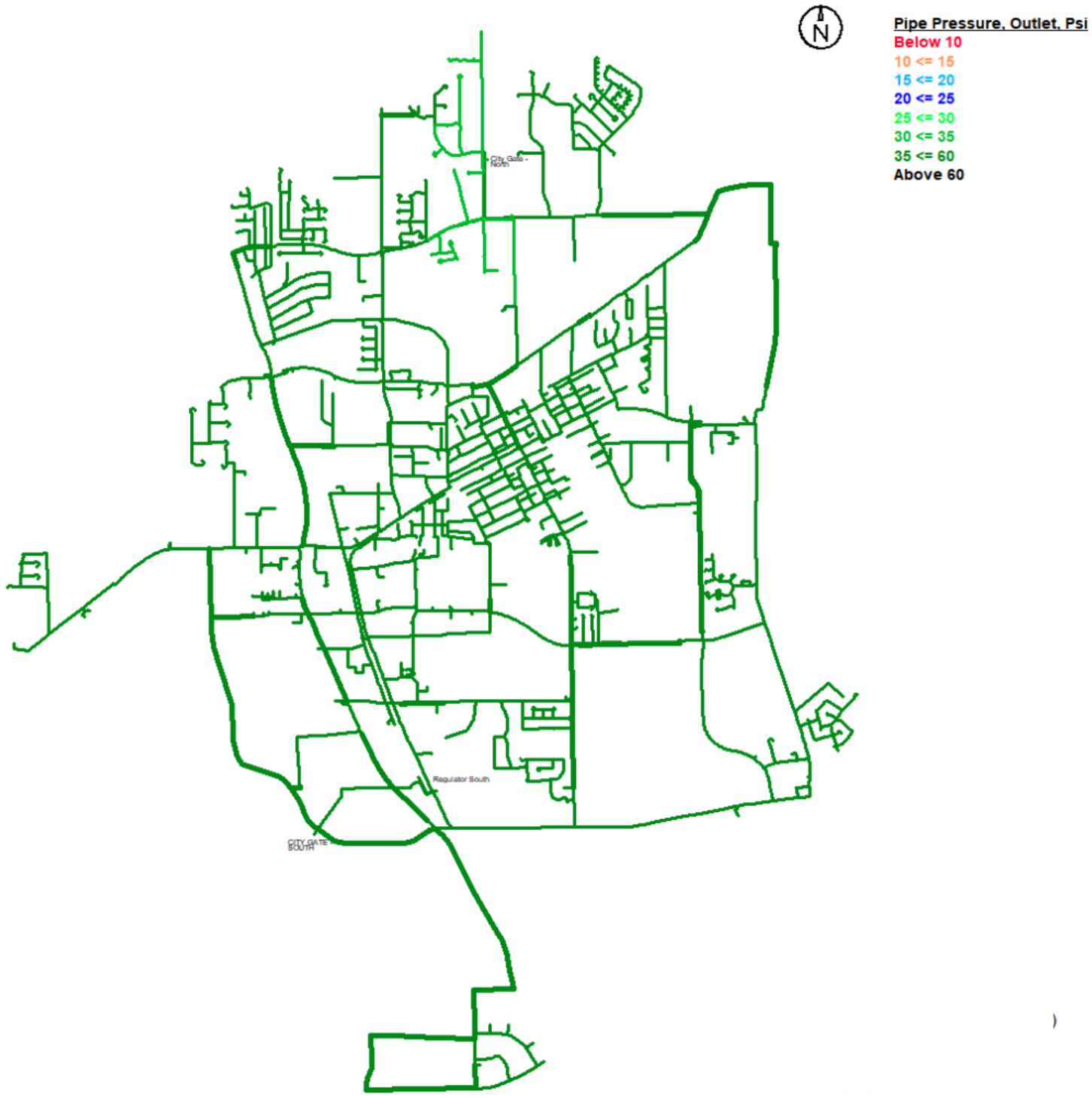
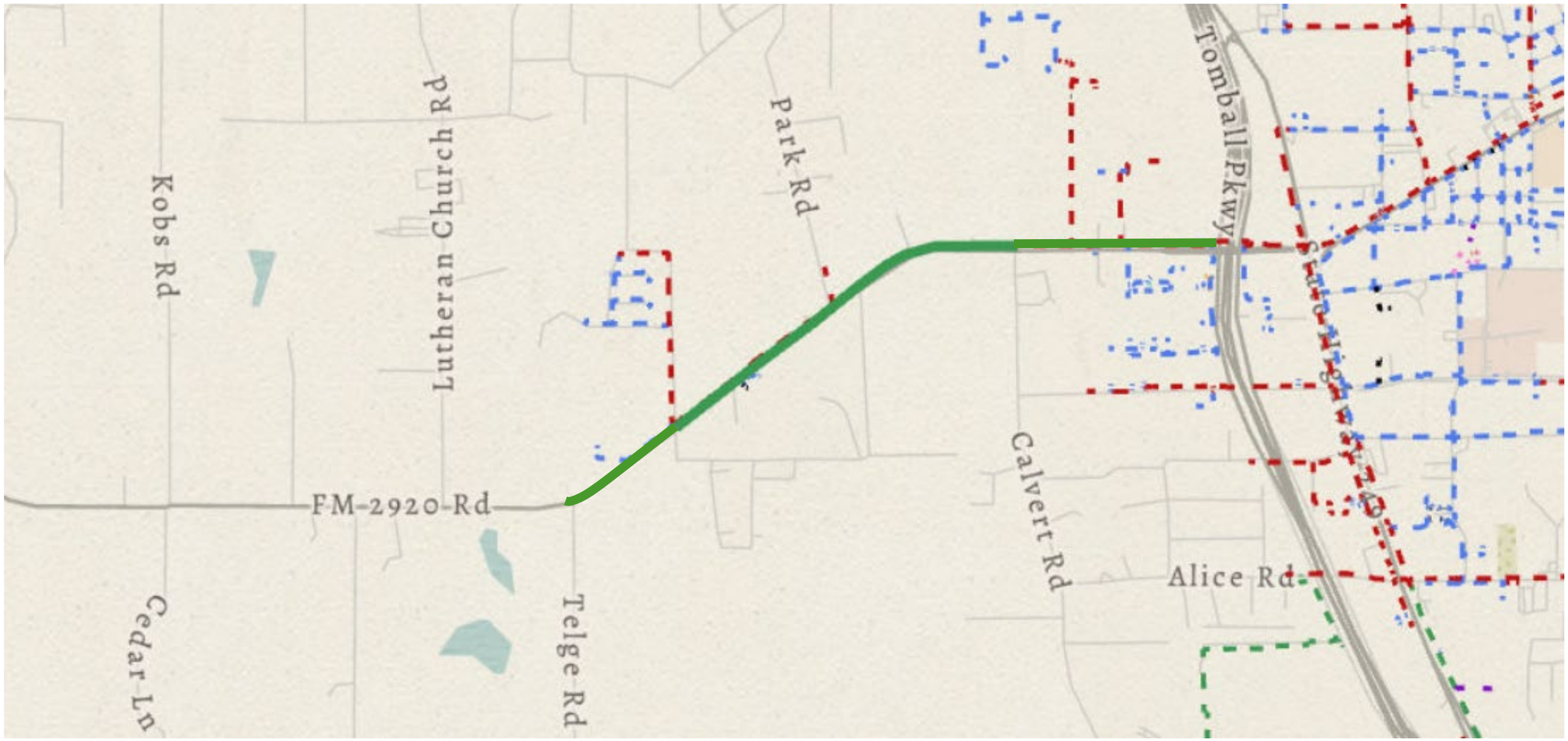


Exhibit 40: Project 18 (FM2920 6" from Telge Rd to SH249)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 243,250.00	$ 2,033,525.00	$ 569,193.75	$ 2,845,968.75	Design and construct 10,050 LF of 6" poly along FM2920 to improve system capacity from CG4; includes crossing FM2920 and SH249. Recommend completing this project through TxDOT's FM2920 project to allow for at least 60% reimbursement (proposing pipe size upgrade).

Exhibit 41: Future System Pressures with Project 18 (FM2920 6" from Telge Rd to SH249)

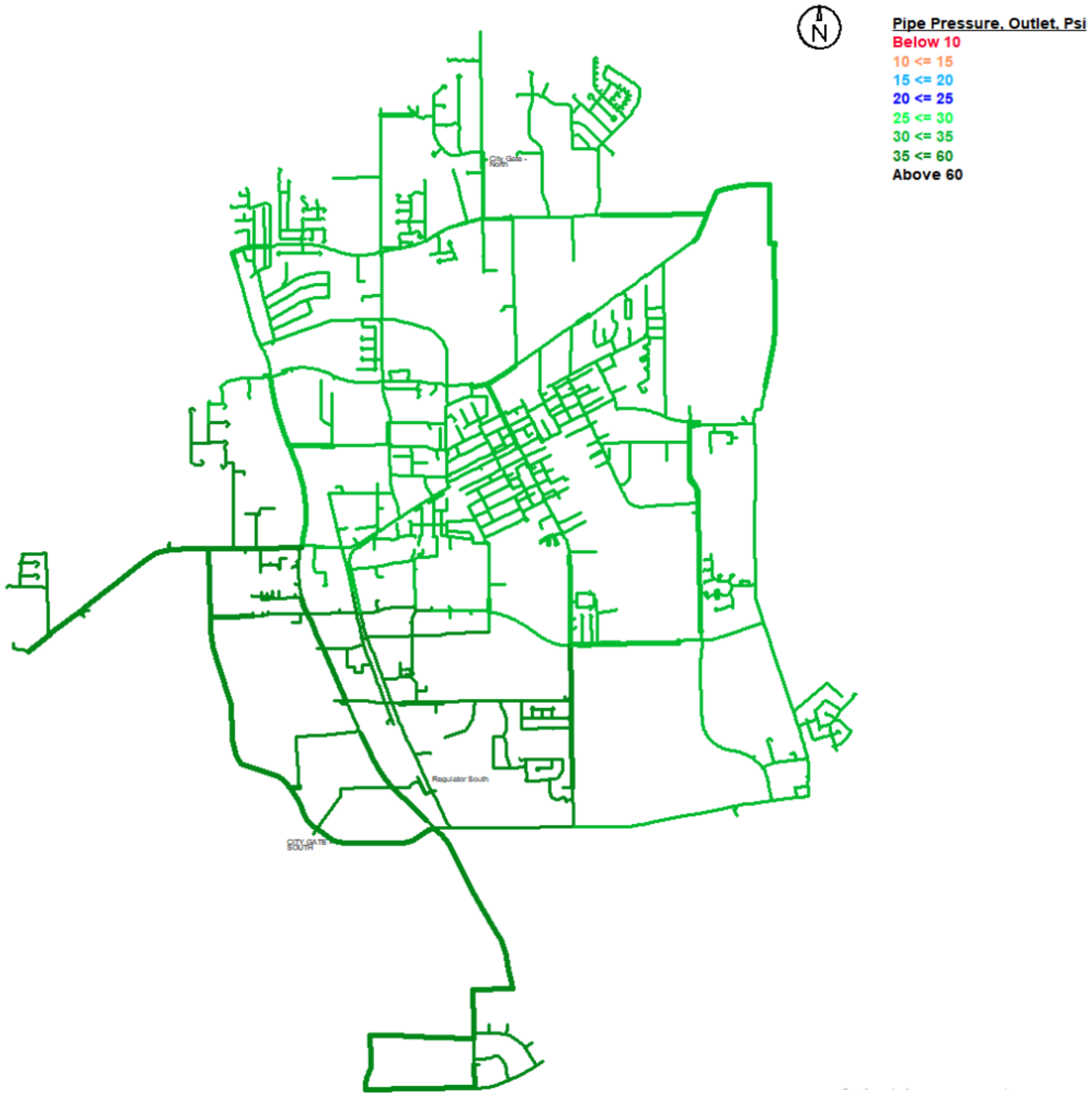
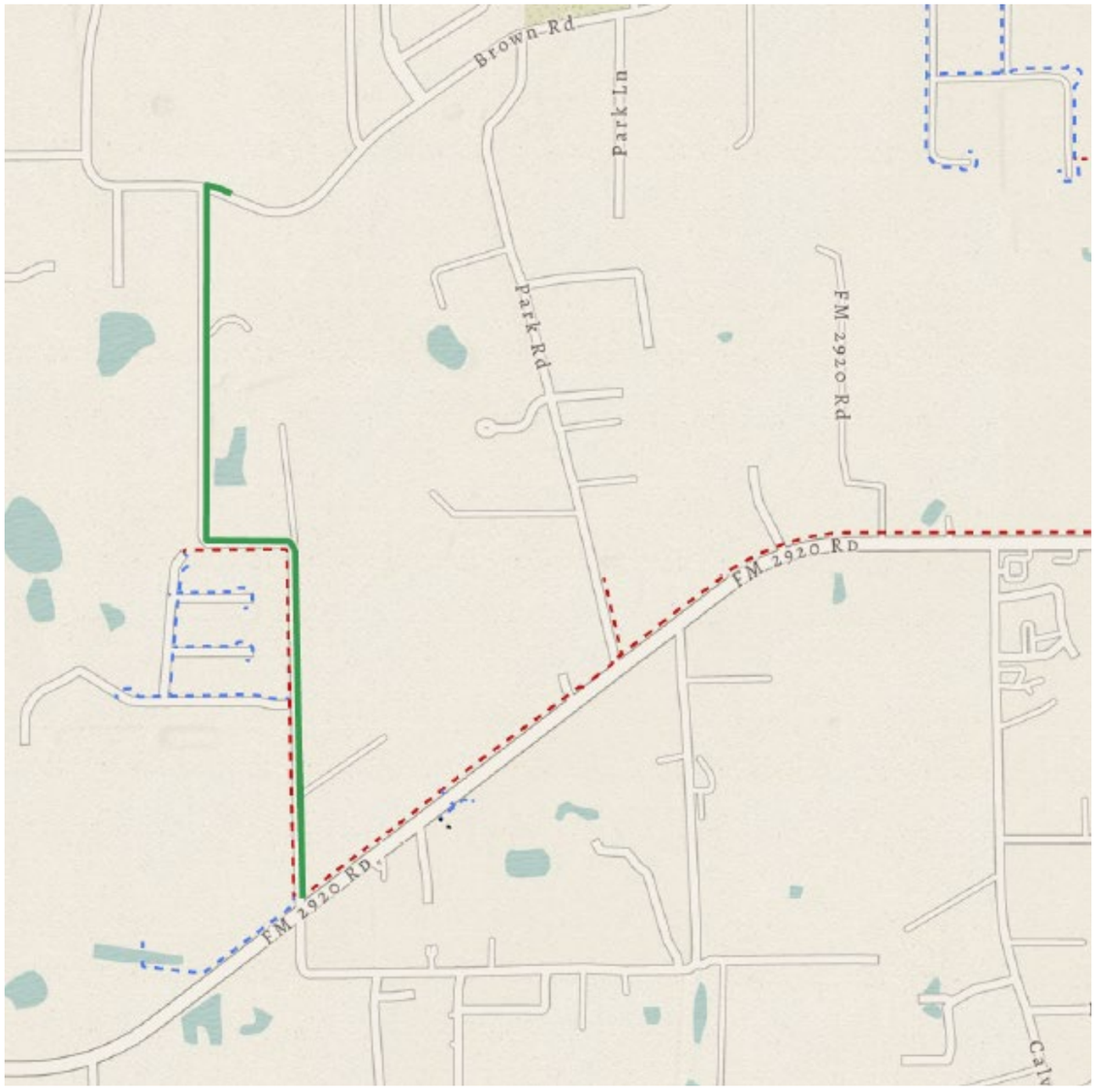


Exhibit 42: Project 19 (Tomball Cemetery Rd. 6" between Brown Rd. & FM 2920)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 150,970.00	$ 1,042,800.00	$ 298,442.50	$ 1,492,212.50	Design and construct 5,380 LF of 6" poly to create a 2-way feed on the northwest side of the City as well as continue the 6" outer loop on the west side of the system; Engineering supports City with bid, construction and as-built phases.

Exhibit 43: Future System Pressures with Project 19 (Tomball Cemetery Rd. 6" between Brown Rd. & FM 2920)

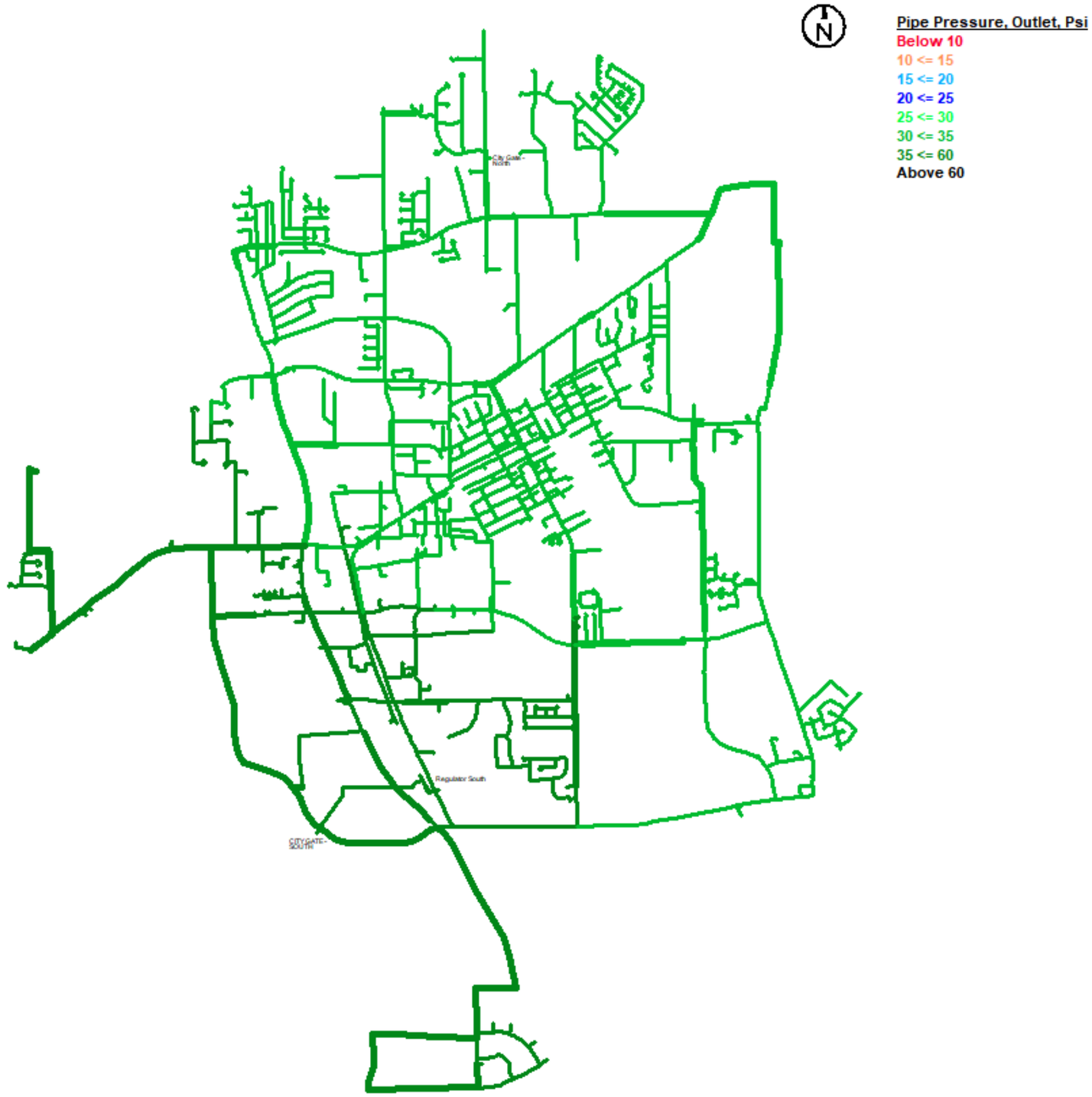
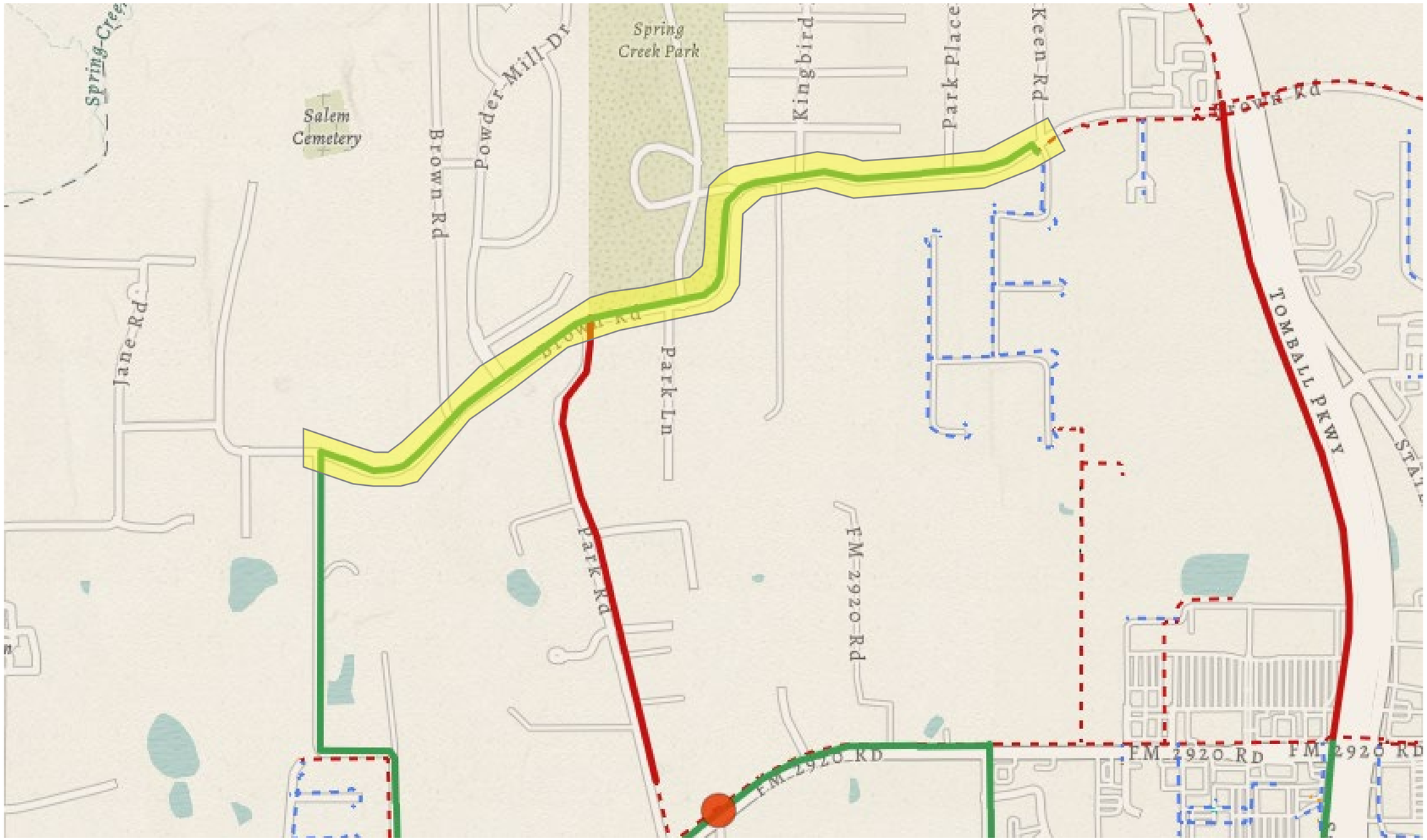


Exhibit 44:Project 20 (Baker Rd 6" from Tomball Cemetery Rd to Keen Rd)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 181,225.00	$ 1,285,556.25	$ 366,695.31	$ 1,833,476.56	Design and construct 6,775 LF of 6" poly to complete a two-way feed looped system on the western portion of the system where growth is expected. This will create resiliency in the system. Engineering supports City with bid, construction and as-built phases.

Exhibit 45: Future System Pressures with Project 20 (Baker Rd 6" from Tomball Cemetery Rd to Keen Rd)

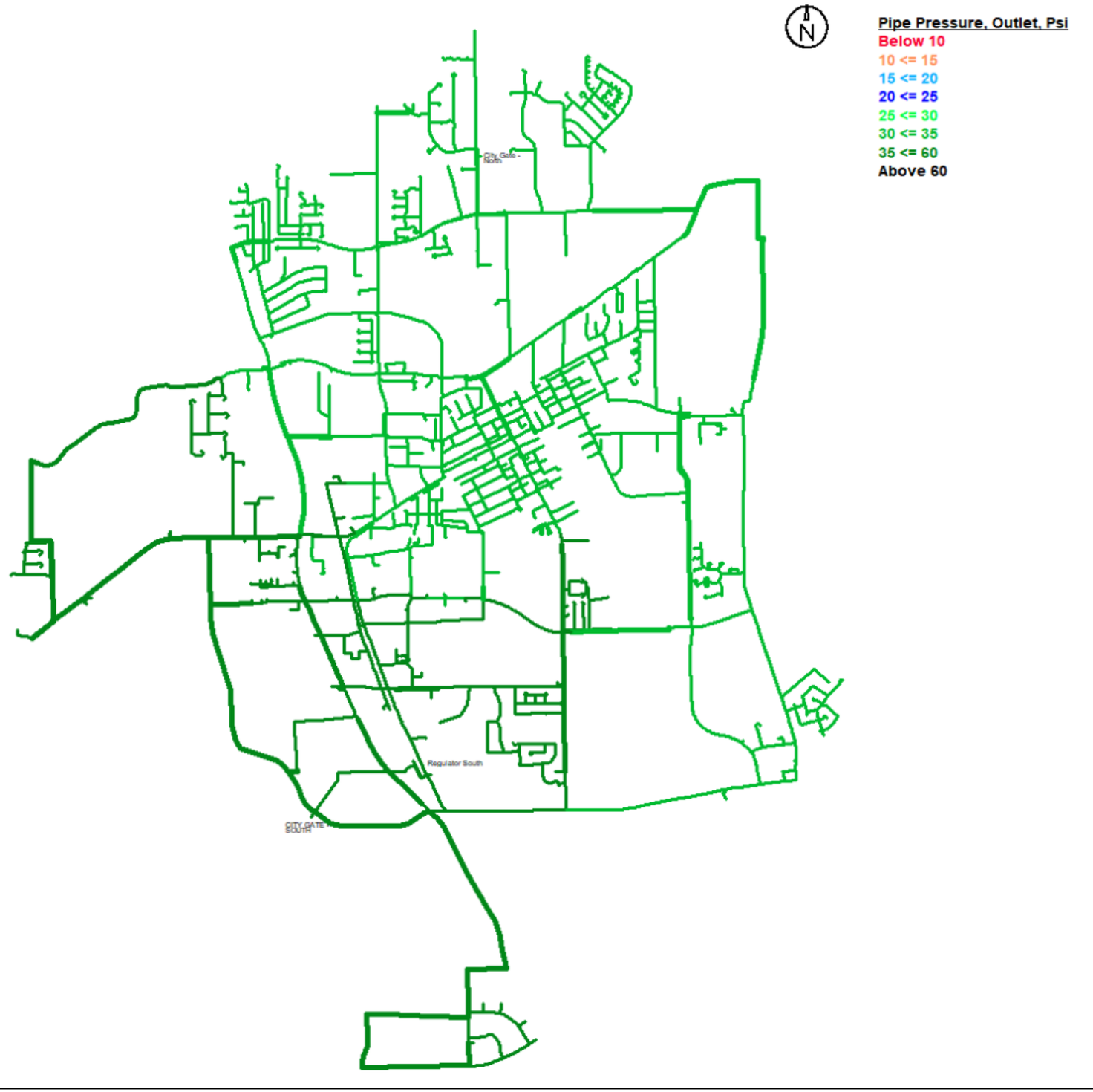
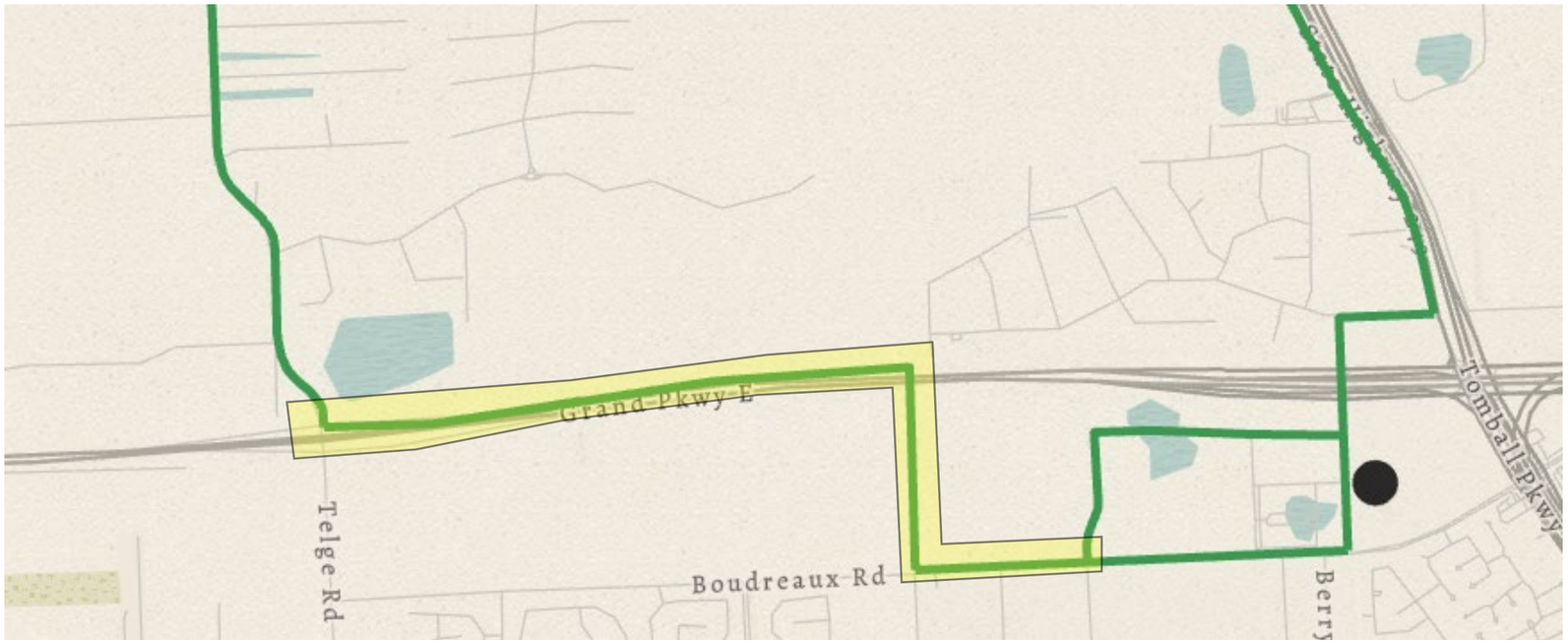


Exhibit 46: Project 21 (Boudreaux 6" between Hamish Rd and Telge Rd)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 239,950.00	$ 1,759,672.50	$ 499,905.63	$ 2,499,528.13	Design and construct 9,830 LF of 6" poly to complete an east-west backbone on the outer loop of the system. This will create resiliency in the system. Engineering supports City with bid, construction and as-built phases.

Exhibit 47: Future System Pressures with Project 21 (Boudreaux 6" between Hamish Rd and Telge Rd)

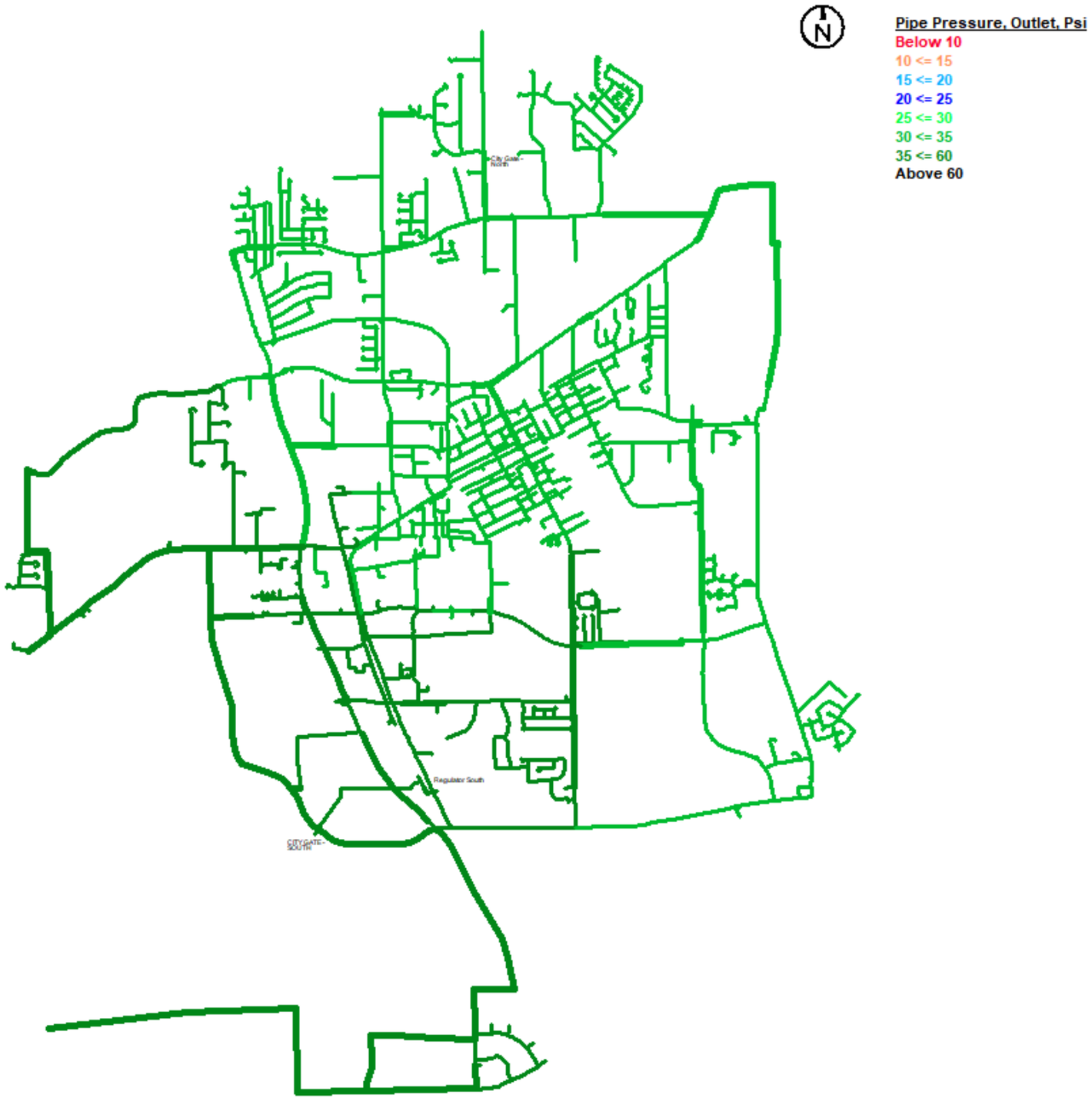
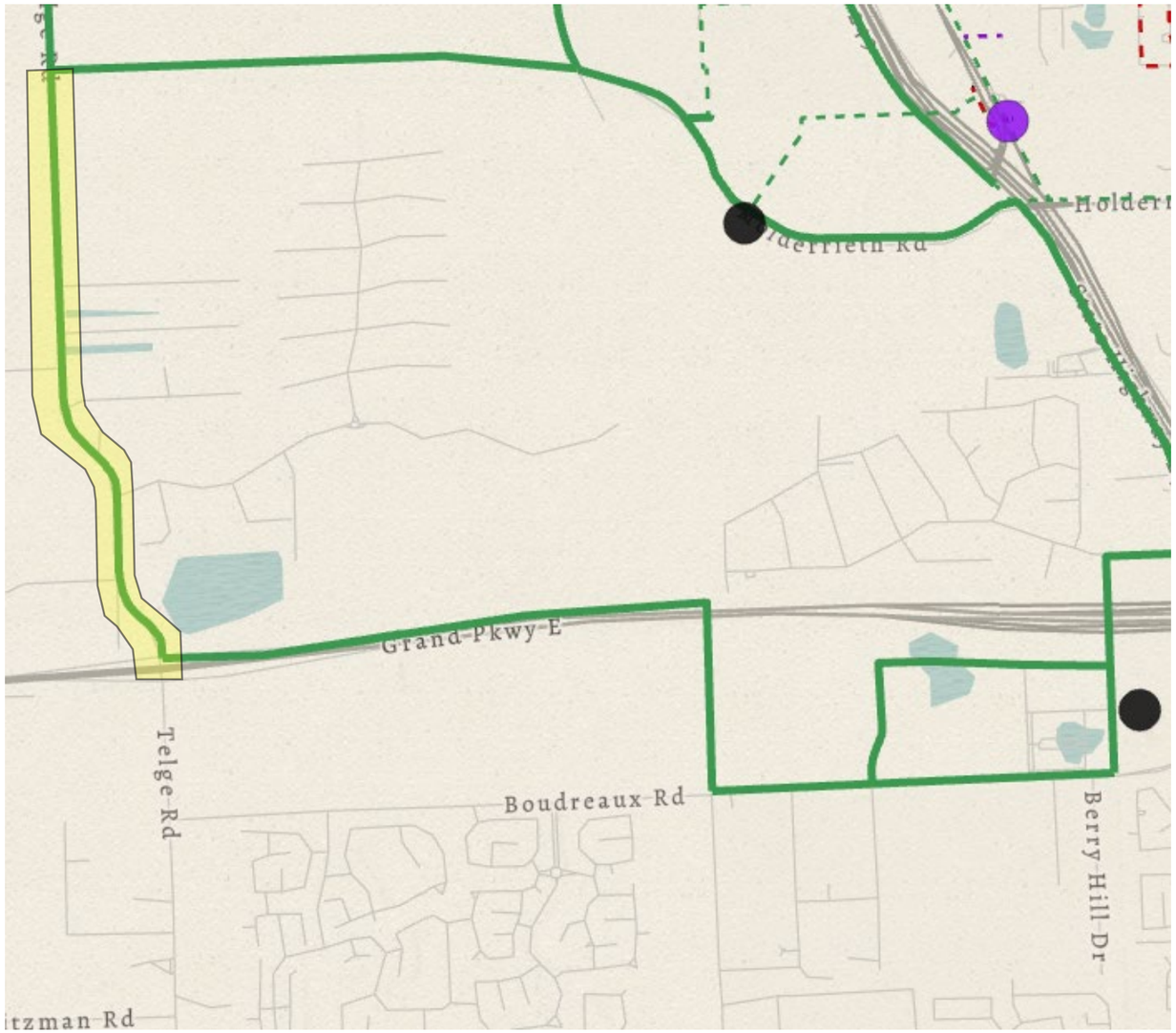


Exhibit 48: Project 22 (Telge Rd 6" from SH 99 to FM2920)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 256,000.00	$ 1,942,925.00	$ 549,731.25	$ 2,748,656.25	Design and construct 10,900 LF of 6" poly to complete a north-south backbone on the outer loop of the system. This will create resiliency in the system. Engineering supports City with bid, construction and as-built phases.

Exhibit 49: Future System Pressures with Project 22 (Telge Rd 6" from Boudreaux to FM2920)

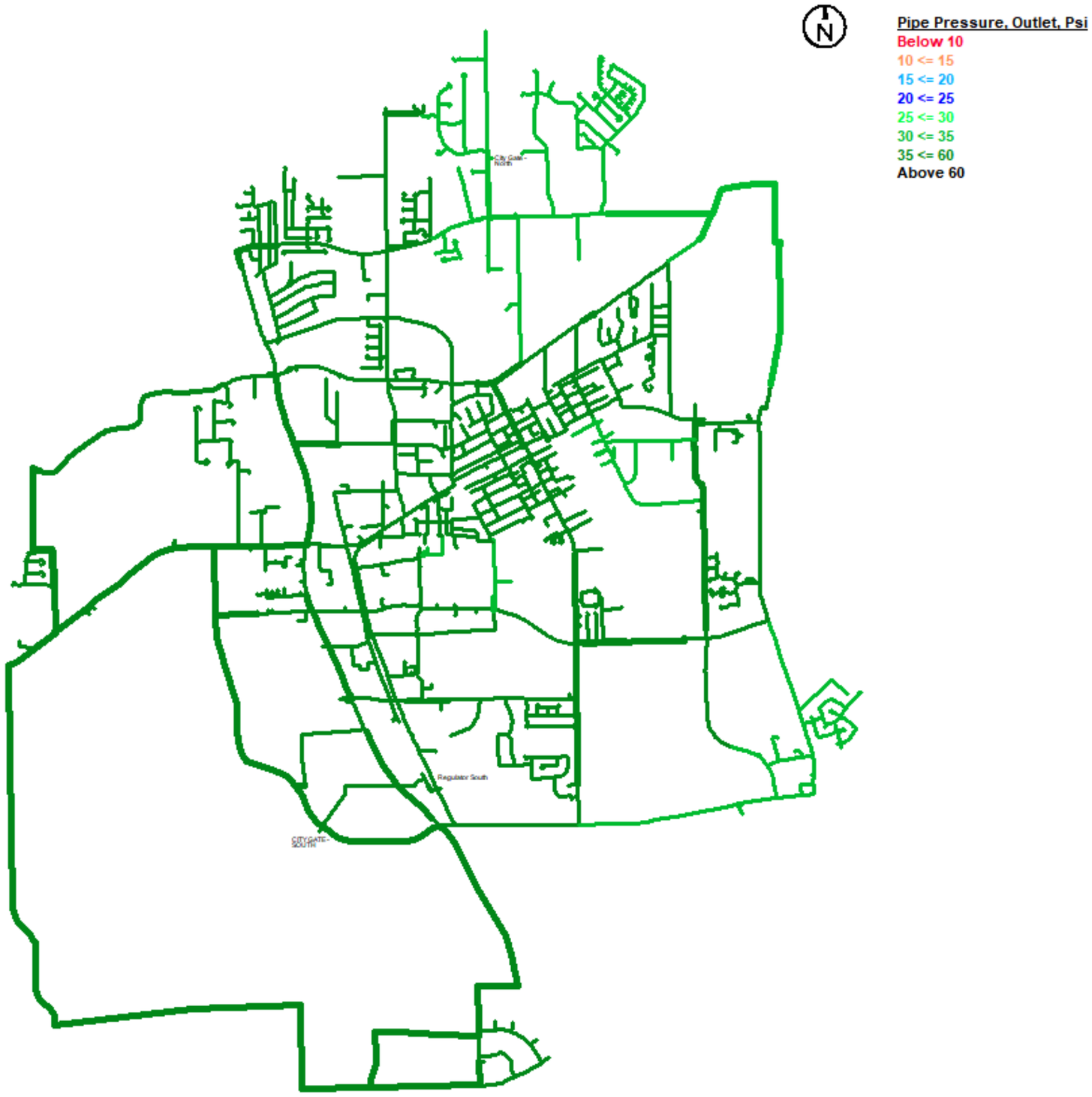
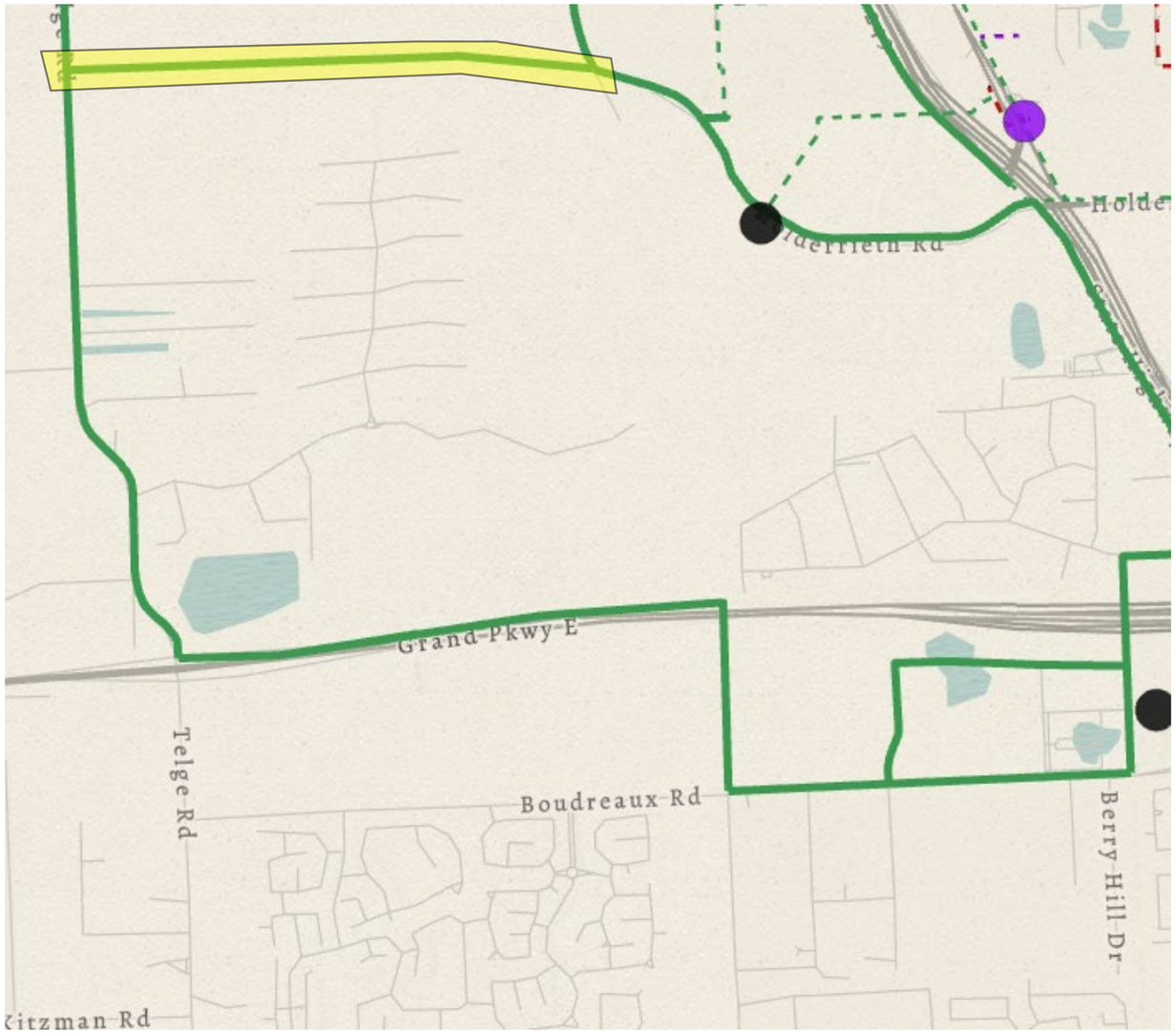
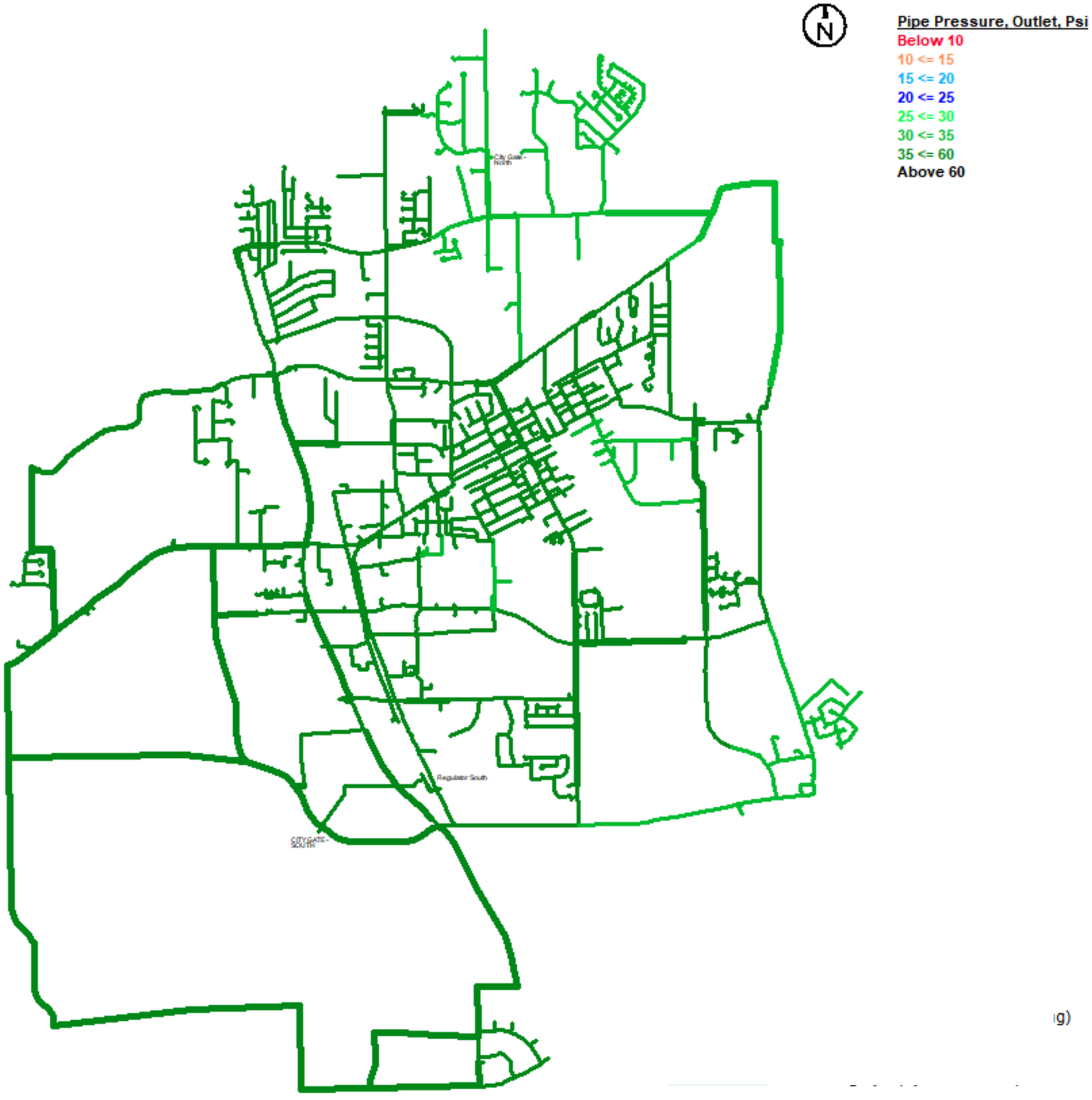


Exhibit 50: Project 23 (Humble Rd 6" from Calvert to Telge Rd)



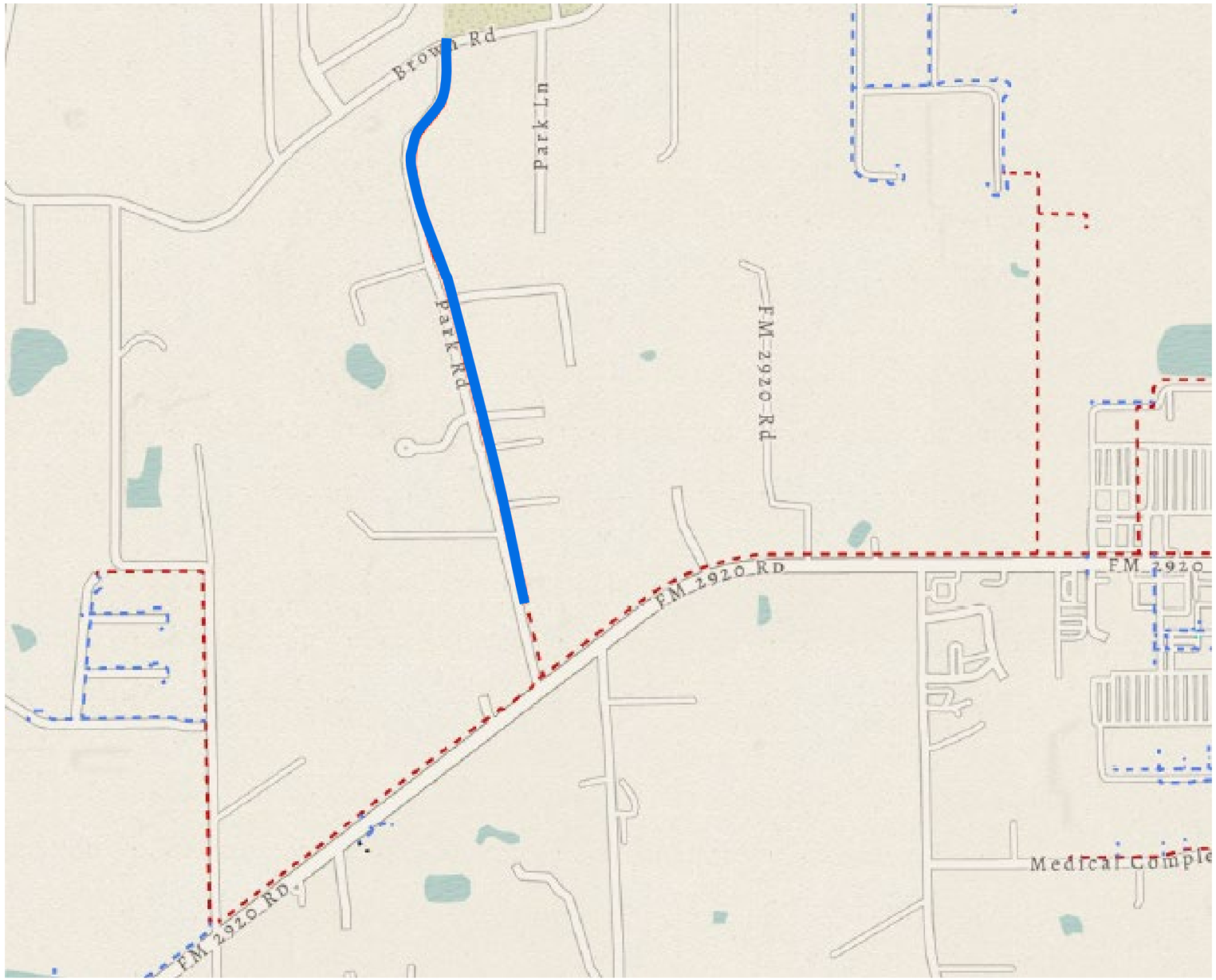
Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 193,730.00	$ 1,404,035.00	$ 399,441.25	$ 1,997,206.25	Design and construct 7,250 LF of 6" poly to complete a two-way feed looped system. This will create resiliency in the system. Engineering supports City with bid, construction and as-built phases.

Exhibit 51: Future System Pressures with Project 23 (Humble Rd 6" from Calvert to Telge Rd)



g)

Exhibit 52: Project 24 (Park Rd. 2" between Brown Rd. & FM 2920)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 108,650.00	$ 362,609.50	$ 117,814.88	$ 589,074.38	Design and construct 3,870 LF of 2" poly to create a 2-way feed in the northwest part of thesystem to help support future growth; Engineering supports City with bid, construction and as-built phases.

Exhibit 53: Future System Pressures with Project 24 (Park Rd. 2" between Brown Rd. & FM 2920)

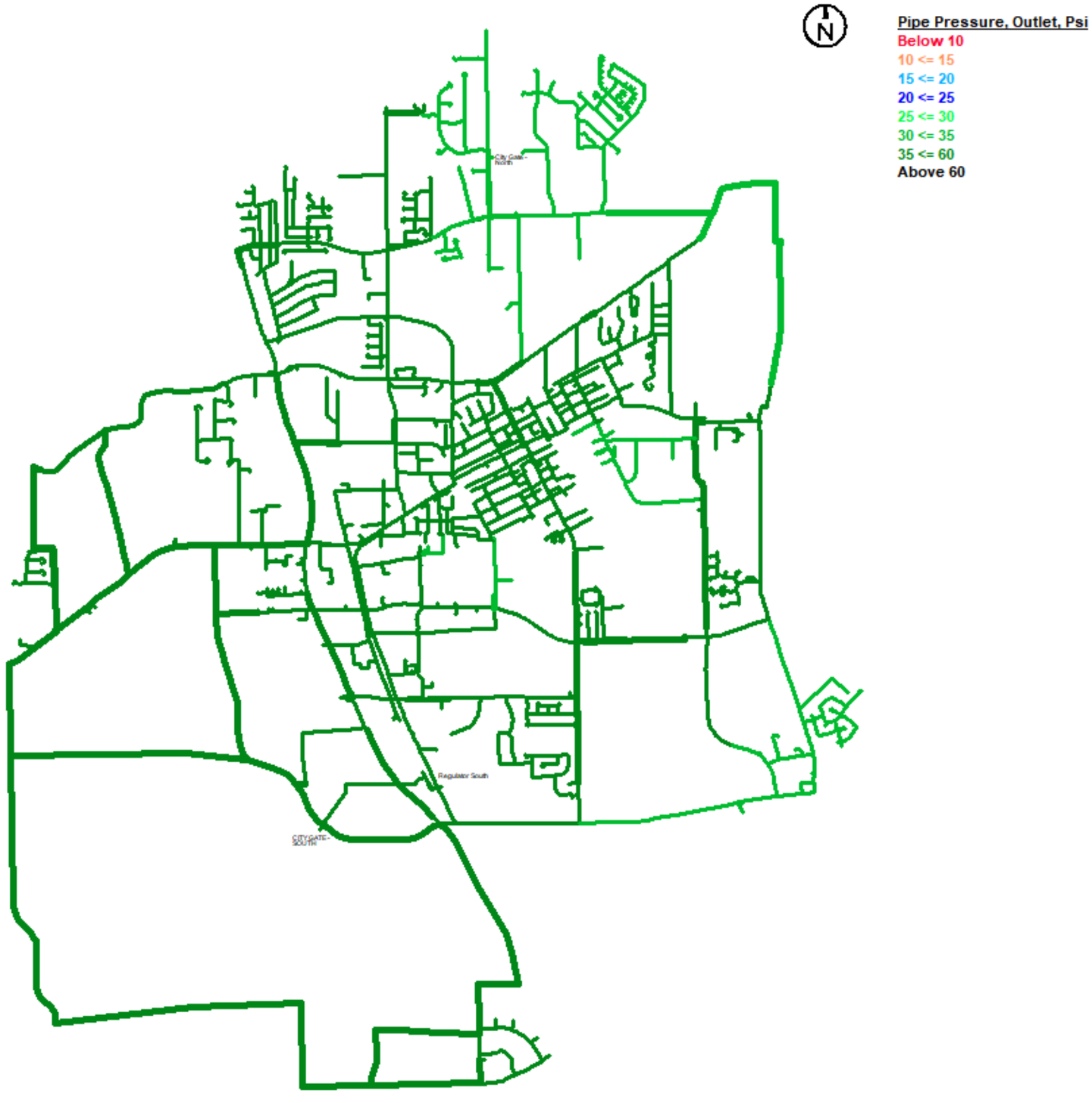
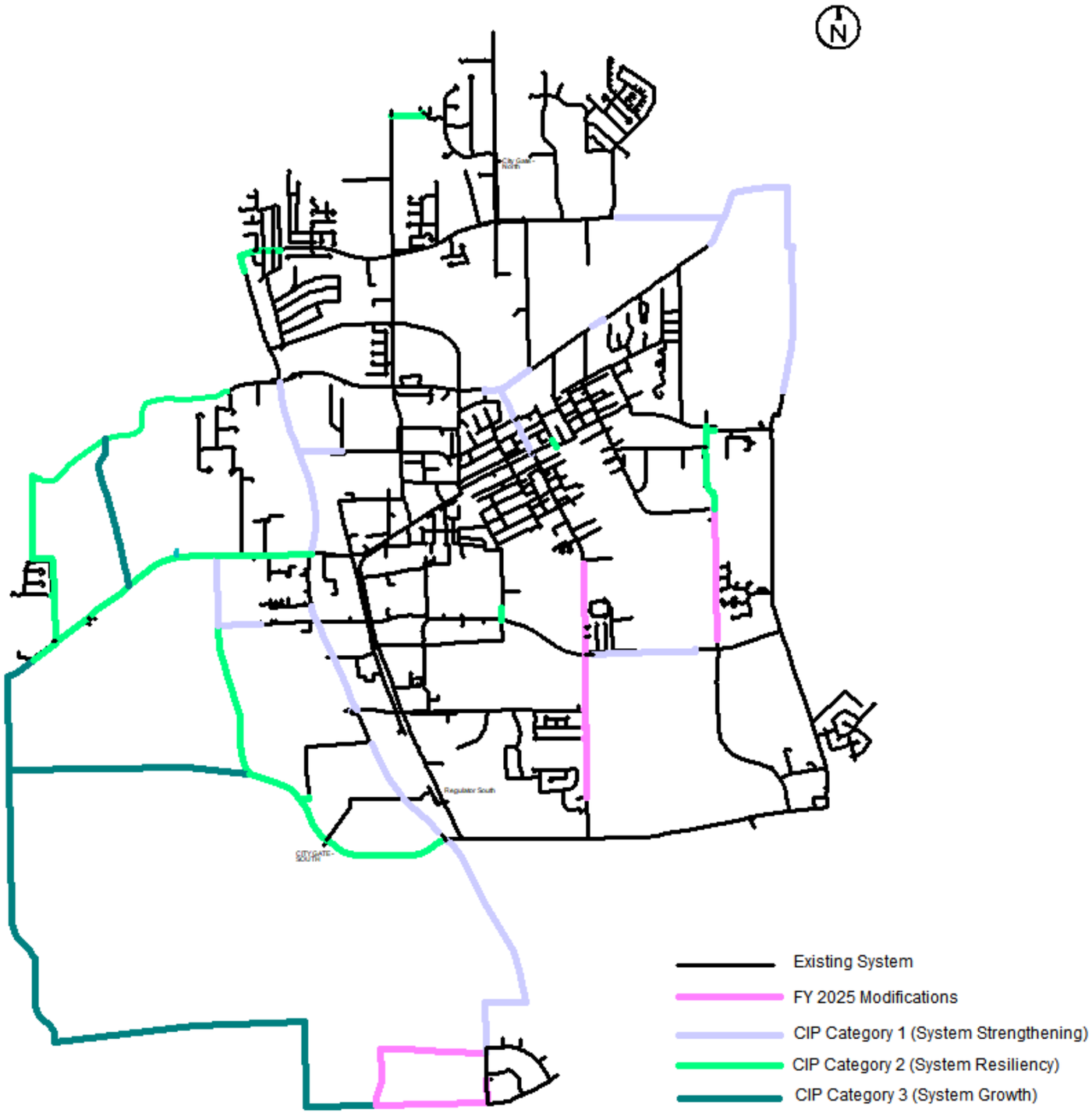


Exhibit 54: Overall Master Plan System Map



Overview of Capital Improvement Projects

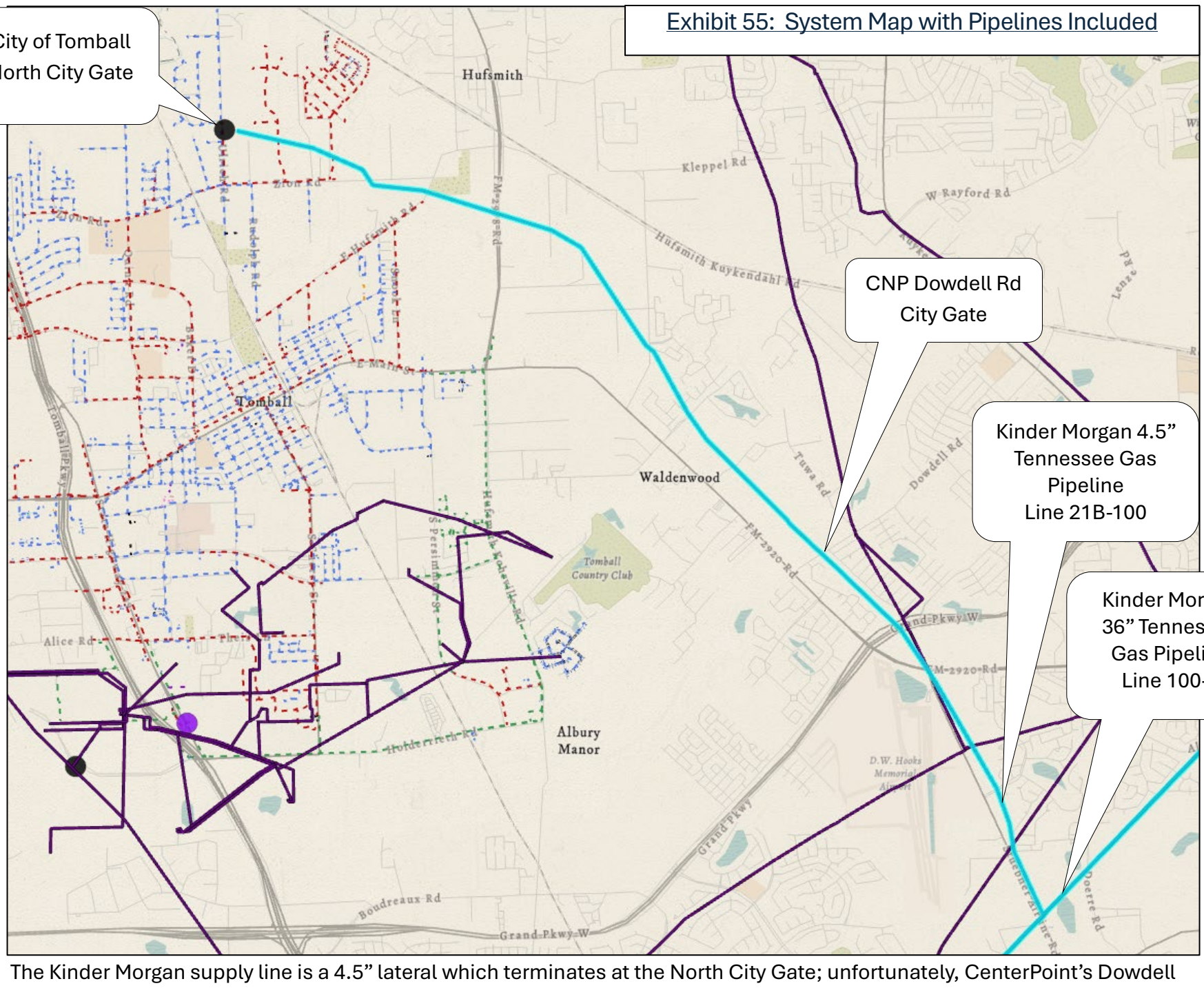
The preceding exhibits are graphical illustrations of the proposed projects, and their respective priorities based on the Phase 1 and Phase 2 evaluations completed by our team. These projects are divided into the following three categories:

- Category 1: System Strengthening Projects
- Category 2: System Resiliency Projects
- Category 3: System Growth Projects

CIP Category 1 Projects: System Strengthening

We recommend the City prioritize funding these projects to improve system vulnerabilities. Table 1.0 is a summary of Category 1 projects. Projects 1 through 10 fit in this category. These projects strengthen the existing system so that the City can strengthen reliability in order to maintain capacity to serve their existing customer base during peak conditions. If the system did not experience any growth, these projects would still be necessary. The biggest system concern is a vulnerability with the North City Gate. During Winter Storm Uri (February 2021), the system appeared to have performed with resiliency; the system remained operational and provided natural gas to all customers without low pressure concerns. However, during a January 2022 winter storm (in terms of low temperatures and the duration of low temperatures), the system did experience a system pressure loss and was not able to keep all natural gas customers active during the low temperatures. According to the pipeline supplier, there was an equipment failure on their part that caused the issue but because of the abnormal issues experienced during this storm we researched this concerning development together with the City gas team to better understand pipeline operations and risks to the City system. Our research determined that the pipeline feed into the North City Gate also supplies CenterPoint's Dowdell City Gate which had been upgraded since Winter Storm Uri for added capacity due to CenterPoint customer growth as well as to improve system resiliency during peak events. The exhibit below illustrates some key details.

Exhibit 55: System Map with Pipelines Included



The Kinder Morgan supply line is a 4.5" lateral which terminates at the North City Gate; unfortunately, CenterPoint's Dowdell Rd City Gate receives gas supply upstream of the North City Gate. The fact that there is growth in this region of CenterPoint's territory and their system takes all the volume they need first leaves the City of Tomball system at risk of an unforeseen drop in

capacity that cannot be monitored since the City cannot monitor the consumption by another utility. Additionally, there is an increased reliance on natural gas fueled backup generators in general due to the super storms Texas, and more specifically Houston and the surrounding region have experienced, that have compromised the electric grid. This means the City must take preventative measures to eliminate or minimize their ability to continue providing service to their natural gas customers. Refer to Exhibit 3 for a depiction of how the system would behave should the North City Gate go offline. Too much of the system is at risk if the pipeline were to lose pressure or have insufficient volume or pressure at the station inlet to keep the station active during an extreme weather event. Therefore, we propose a new city gate station, referred to as City Gate 4, as the top capital improvement priority. The station is strategically positioned along FM 2920 to facilitate a more expedited project schedule since the City already maintains a station in this area. There are two available pipelines in the target station vicinity, Kinder Morgan and SiEnergy (formerly EPCOR). By introducing this new station into the system, we begin a critical shift to strategically safeguard the system from the previously described risks. Refer to Exhibit 7 for a side-by-side comparison illustrating the system during an extreme demand event once this new station is active with and without a functioning North City Gate.

The 2nd priority is a project that connects the main system with the recently constructed Grand Parkway City Gate system. As illustrated in Exhibit 9, the system benefits by investing in this capital improvement are significant. This project completes the critical shift to strategically safeguard the system from the risks to the current supply line feeding North City Gate. The hydraulic model forecasts acceptable system pressures in a peak demand condition.

Once Project 2 is active, the remaining Category 1 projects focus on strengthening the system be installing system interconnects that convert one-way feeds into two-way feeds. Projects 3-10 are not the only interconnects recommended by our team; however, these strengthen the areas of highest concern. Refer to Exhibit 56 for an illustration of the Category 1

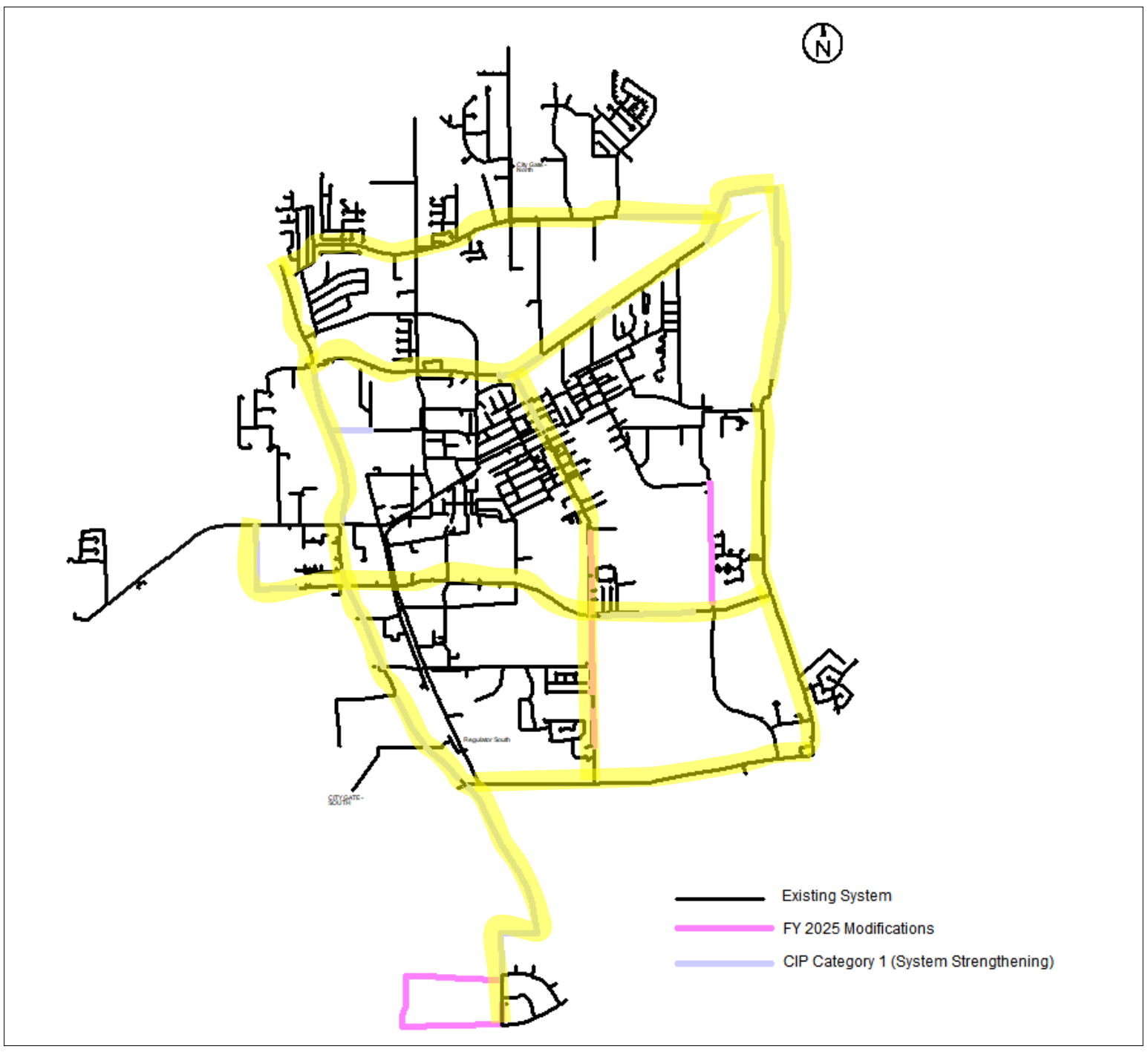


Exhibit 56: Category 1 Overall Layout

projects. The color coding applied to the projects helps differentiate them by location. As is evident by the yellow highlighted lines in Exhibit 56, the focus is to ensure a continuous feed exists on the north, south, east and west ends of the system. Additionally, there are continuous feeds looped east to west in the mid-regions of the system as well.

CIP Category 2 Projects: System Resiliency

Projects 11-20 create a deliberate two-way feed system in the areas where the existing system is not currently interconnected. This will make the system more resilient and improve capacity for added natural gas demands. Refer to Exhibit 57 for an illustration of the project concepts relative to the entire system. While one-way feeds remain in the system; we attempted to strategically identify the most impactful interconnects that help improve overall system performance during a peak demand condition.

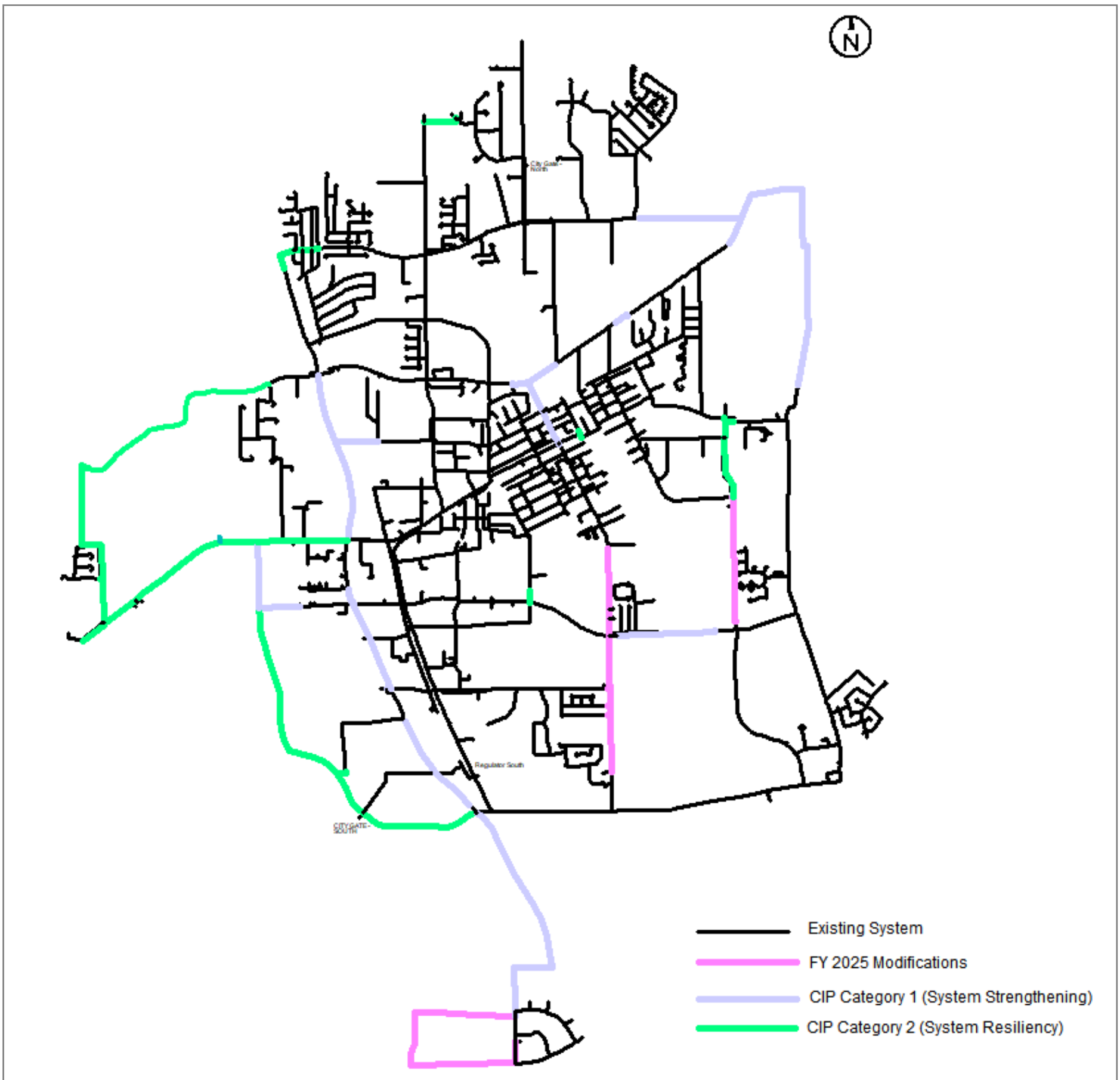


Exhibit 57: Category 2 Overall Layout

CIP Category 3 System Growth Projects

Projects 21-24 are targeted to address future growth. These projects continue the concept of a continuously looped system so that overall resiliency achieved in the Category 2 projects is not compromised. Refer to Exhibit 58 for an overall layout of the Category 3 projects. It should be noted that the projects conceptualized in this category are expected to be the primary main

lines to maintain the system backbone. As developments are permitted and constructed, the “open areas” will be filled in as needed to serve the development projects. Those ancillary mains can be designed as 2” mains as long as the primary mains are designed as noted in this master plan.

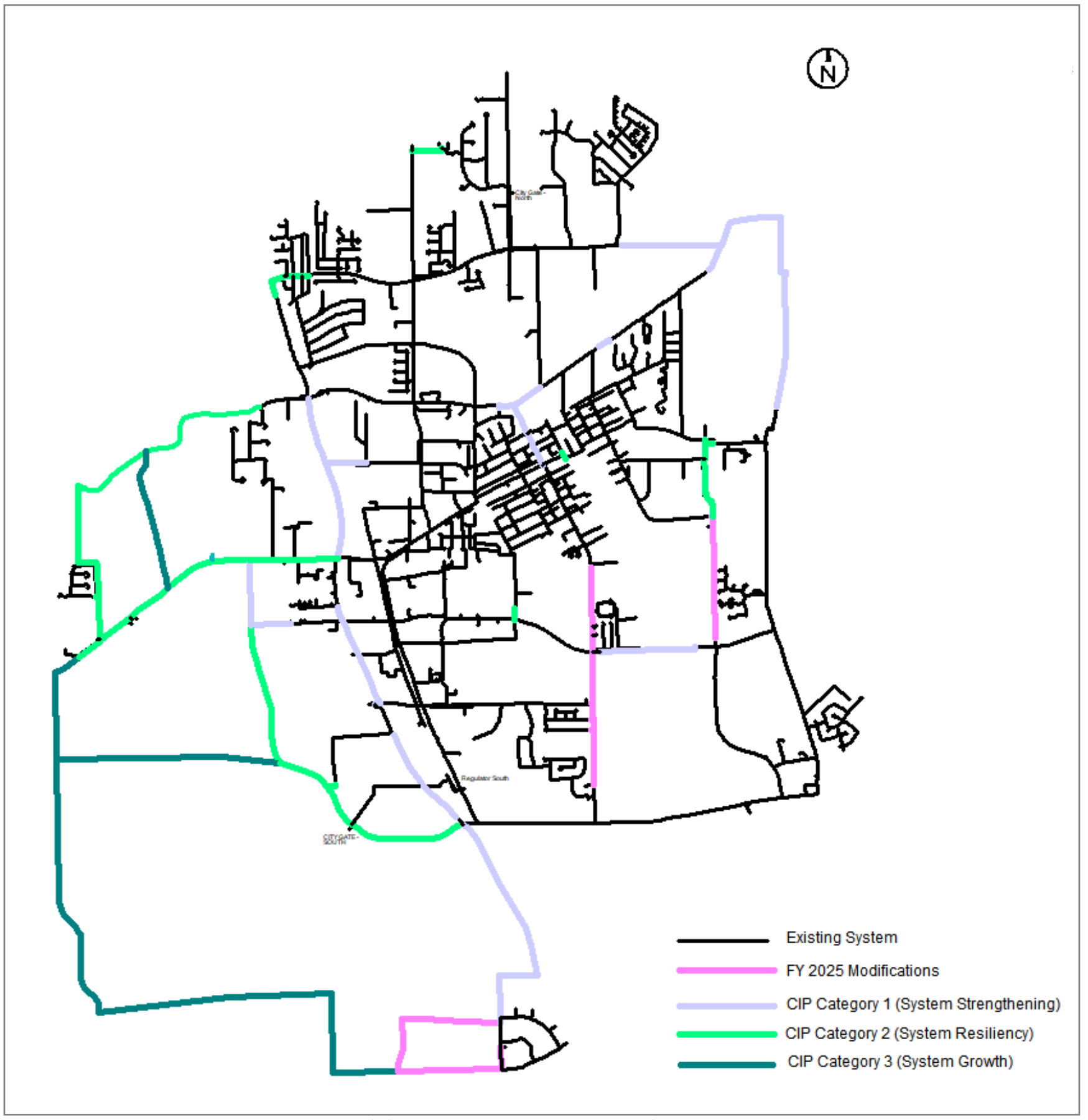


Exhibit 58: Category 3 Overall Project Layout

Refer to Appendix A for a list of projects and their respective estimated cost details by recommended category.

System Needs and Recommendations

Station Design Requirements

A new city gate station is needed to offset the system dependency on the North City Gate. Our team evaluated a few locations to identify the most expeditious and cost-effective placement of a new station. The model results we have provided emphasize the flow dynamics of a natural gas system and illustrate the fact that with a continuous primary system (or backbone) the location of the station does not necessarily have to be at the same quadrant of the existing station we are looking to replace. Due to the limited supply options, replacing the North City Gate in the same quadrant of the system is not in the City’s best interest. We recommend the final location of the new station, referred to as City Gate 4, be strategically positioned off FM 2920. Not only does this location support the anticipated growth to the north and west, but it also enables the City to maximize the future impact of a TxDOT project along FM 2920. This will provide an opportunity for upgrading the pipe diameter while receiving reimbursement from TxDOT for the original pipe diameter. In other words, designing a

betterment to the system will provide the City with a cost savings since the TxDOT project will offset the cost to replace the original pipe size/type. The station is the immediate need and should not be delayed. The City gas team is aware of the risks with the existing North Gate station. While every effort is being made in advance of a forecasted peak weather event, the risk of losing system pressure due to an offline North Gate is simply a matter of time. The meter at North Gate must be bypassed to ensure natural gas continues to flow during peak demand conditions. This is a Band-Aid that leaves us with an immeasurable impact since the actual volume of gas supplied during these critical times is literally not measured. Therefore, if the system experiences increasing demand, we are unable to monitor this development. Additionally, in the previous fiscal year and in this current fiscal year, the surrounding area has experienced electrical outages, increased gas demand upstream of North City Gate), which has the potential to choke the gas supply available to North City Gate. Therefore, at this time, our team cannot deem the existing system as safe and dependable during peak conditions; the vulnerability has been carefully handled without loss of supply during each peak operating condition experienced since February 2022 outage. It is imperative that the City prioritize allocating the funds necessary to build and activate a new City Gate as this is the only true action that will enable this system to become a safe and dependable system. We urge the City to consider this a critical and essential project whose impact will be immediate. Further, we recommend the City consider implementing this project with an aggressive turnaround schedule such that the new station is activated and in place prior to Winter 2026, To achieve this, the City should consider a design-build approach to allow for the most aggressive design, material procurement and construction schedule utilizing a similar design to that of the Grand Parkway City Gate. Incorporating the Grand Parkway station design would standardize the design which would yield operations and maintenance benefits; this includes but is not limited to increased proficiencies with standardized equipment, improved working knowledge of the equipment, ability to stock replacement parts and decrease any down time for said replacement parts. Further, while our team has engaged Kinder Morgan to verify the feasibility of a tap location at the recommended location, we recommend checking feasibility of tapping the adjacent SiEnergy (formerly EPCOR) line not only for possibly better cost of the supply but also for diversifying the source of gas supply. Otherwise, all city gate stations would be supplied by the same pipeline.

Funding Mechanisms

It is our understanding the City charges a flat rate per Mcf for all natural gas services. We understand the City's preference to not complicate their billing rates; however, we recommend the City consider categorizing their customers and developing additional fees that vary based on customer type. For example, Residential customers can even be divided into two categories to differentiate those that have natural gas fueled backup generators or outdoor appliances. This could be a rate that applies only when the customer loads or appliances exceed a standard allotment which could help deter customers from utilizing oversized equipment in their homes. Another example would be for industrial and commercial customers to be charged an additional fee for continuous or uninterrupted supply. We suggest the City consider implementing some of the fees listed below to help ensure the City is recovering not only the breakeven operation and maintenance costs but also the capital improvement needs. The fees we see other municipalities apply are as follows, listed in no particular order:

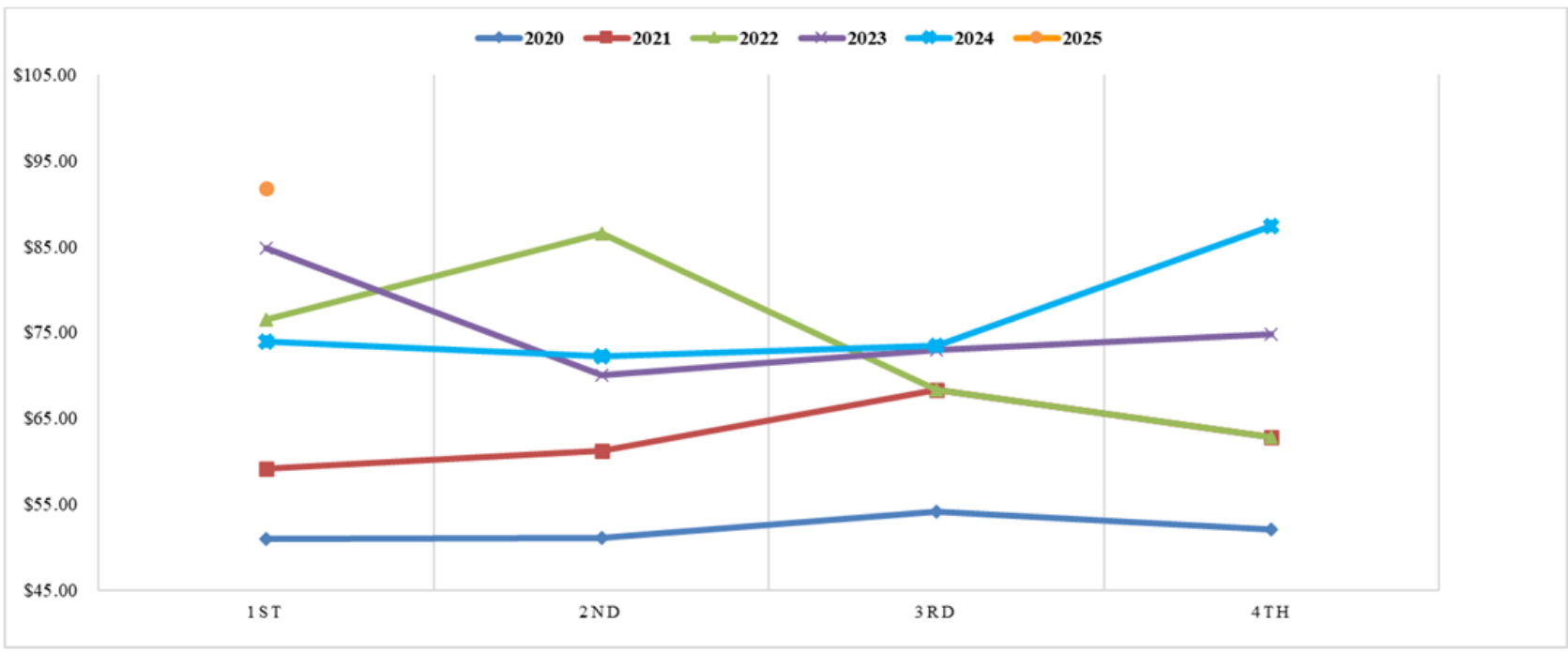
- Amortization of regulatory assets (note City ordinances authorize the regulatory asset and recovery of such costs; this approach may be feasible to help fund capital improvement projects that build resiliency and reliability into the natural gas system)**
- Additional rate per Ccf for consumption that exceeds 6000 Ccf +
- Backup generator surcharge
- On demand charge for uninterruptable services, note this fee varies between winter condition and non-winter and is charged per CCF
- An additional energy charge is imposed on high volume customers and is typically coupled with the demand charge
- Meter installation fee
- New service tap fee
- Meter read verification fee (customer convenience/request)
- Furnace lighting/re-lighting (customer convenience/request)
- Re-dispatch technician (imposed if City is unable to access customer meter and tech has to be rescheduled)
- Repeat service call (if customer continues to request same action)
- Disconnect fee
- Reconnect fee
- Notification fee

Some of the fees are minimal fees; for example, meter read verification fee may be $20 but having these fees helps curb the requests and at the same time offset the costs to the City.

**We strongly recommend the City consider adding a mechanism into the rates that helps recover capital improvement costs to fund the backbone of the system at the very least. Further, we suggest incorporating a pipeline safety and regulatory program fee surcharge as allowed by §8.201 Pipeline Safety and Regulatory Program Fees of the Texas Administrative Code Title 16 Part 1 Chapter 8 Subchapter C. Additionally, a utility can incorporate a fee for Construction Work in Progress (CWIP) in cases where the utility does not have the means to raise the needed capital, and the system would be compromised without the construction work. In contrast, an Allowance for Funds Used During Construction (AFUDC) can be capitalized once a new project is activated if the CWIP was not captured. For additional clarification and details, refer to the RRC Rate Review Handbook included in Appendix G.

+6000 Ccf (or 6 Mcf) is the "traditional approximate monthly average winter consumption of gas for a residential customer in the State of Texas" per the Texas Railroad Commission Six Mcf Report which is published quarterly. In general, the residential cost of gas is typically comprised of the cost of gas plus the cost of service. We recommend those determining the City's rates review the Six Mcf Report and compare the 5-year historical data against the City's average rates for the equivalent service. For reference, we offer the following chart excerpted from 2025 Quarter 1 report:

CHART 2 – TOTAL BILL AVERAGE BY YEAR*



* The total gas bill includes the Cost of Service and Cost of Gas.

Total Bill Average Historical Data				
Year	1st	2nd	3rd	4th
2020	$ 50.95	$ 51.10	$ 54.18	$ 52.08
2021	$ 59.08	$ 61.23	$ 68.28	$ 62.86
2022	$ 76.55	$ 86.46	$ 68.28	$ 62.86
2023	$ 84.78	$ 70.07	$ 72.92	$ 74.82
2024	$ 73.87	$ 72.24	$ 73.40	$ 87.35
2025	$ 91.82			

Figure 2: RRC 6 Mcf Report 2025 Q1 5 Year Comparison of Total Residential Cost of Gas

It should be noted that the RRC analyzes the residential costs of the following entities:

- Atmos Energy Corp., Mid-Tex Division and West Texas Division
- CenterPoint Energy Entex
- Summit Utilities Arkansas, Inc
- Texas Gas Service Company
- City of Corpus Christi
- City of San Antonio (better known as CPS Energy)
- West Texas Gas Utility, LLC

We should further note that for the purposes of the City of Tomball, our team has defined the residential load as 5 Mcf per month since it is a warmer region. However, our team has not performed a full analysis of the typical residential load in the City of Tomball.

Last, we recommend the City consider the following grants to assist in offsetting costs that would be borne by the taxpayers. By implementing any available resources such as these, the City would demonstrate considerable good faith to mitigate impacting taxpayers' rates.

- Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) Grant Program offered by the US Department of Transportation's Pipeline and Hazardous Materials Safety Administration (PHSMA) for installing the system backbone which would be a number of the projects so that the City can build the continuous backbone system around the exterior as well as the N-S interconnection.
- Pipeline Emergency Response Grant (PERG) offered by the US Department of Transportation's Pipeline and Hazardous Materials Safety Administration (PHSMA) for training City personnel and/or for the purchase of station upgrades for the existing South City Gate.
- Community Development Block Grant Program offered by the U.S. Department of Housing and Urban Development for the construction of public improvements.
- Community Facilities Direct Loan & Grant Program in Texas offered by the USDA Rural Development to determine grant eligibility for the purchase of new equipment such as a vacuum excavator to facilitate locating system tie-ins or for the construction of public improvements.
- Texas Community Development Block Grant Program (TxCDBG) offered by the Texas Department of Agriculture for utility infrastructure improvements.
- Public Works and Economic Adjustment Assistance Program offered by the U.S. Department of Commerce to possibly fund construction projects, equipment purchases or personnel training.

System Growth

Since our firm started providing natural gas engineering services to the City, we have noticed significant growth on the south side of town and south of Grand Parkway. We are also beginning to see substantial growth to the west. This is based on the capacity studies that have been completed by our firm. Additionally, since completing Phase 1 of this project, we have worked closely with the City gas team during 2 major winter events to ensure the gas team closely documents system performance in critical areas. As noted in earlier sections of this report, there is a significant need for a reliable gas supply on the north side of town to compensate for north gate supply vulnerabilities. It is our professional opinion, based on the various model scenarios, calculations, system performance during critical load and our general subject matter expertise that the absolute number one priority for the City of Tomball is to build a reliable gas supply for the north side of town. The scenarios we have modeled are based on supporting the existing demand plus an additional 25%.

Further, we recommend continuing to perform capacity assessments prior to introducing new services that supply more than 5 Mcf or requiring a deliver pressure of 2 psig or greater. This general recommendation will ensure both adequate supply as well as monitor the growth. At the time the capacity study is performed, the assessment should also evaluate any impact to the master plan concepts. Additionally, our team would like to closely monitor regions where the model pressures fluctuate and appear to be load-sensitive. We believe these areas may be near capacity, thereby warranting a capacity study regardless of delivery volume or pressure to ensure the existing mains can support the added load. Refer to the exhibit that follows for an illustration of the sensitive areas.

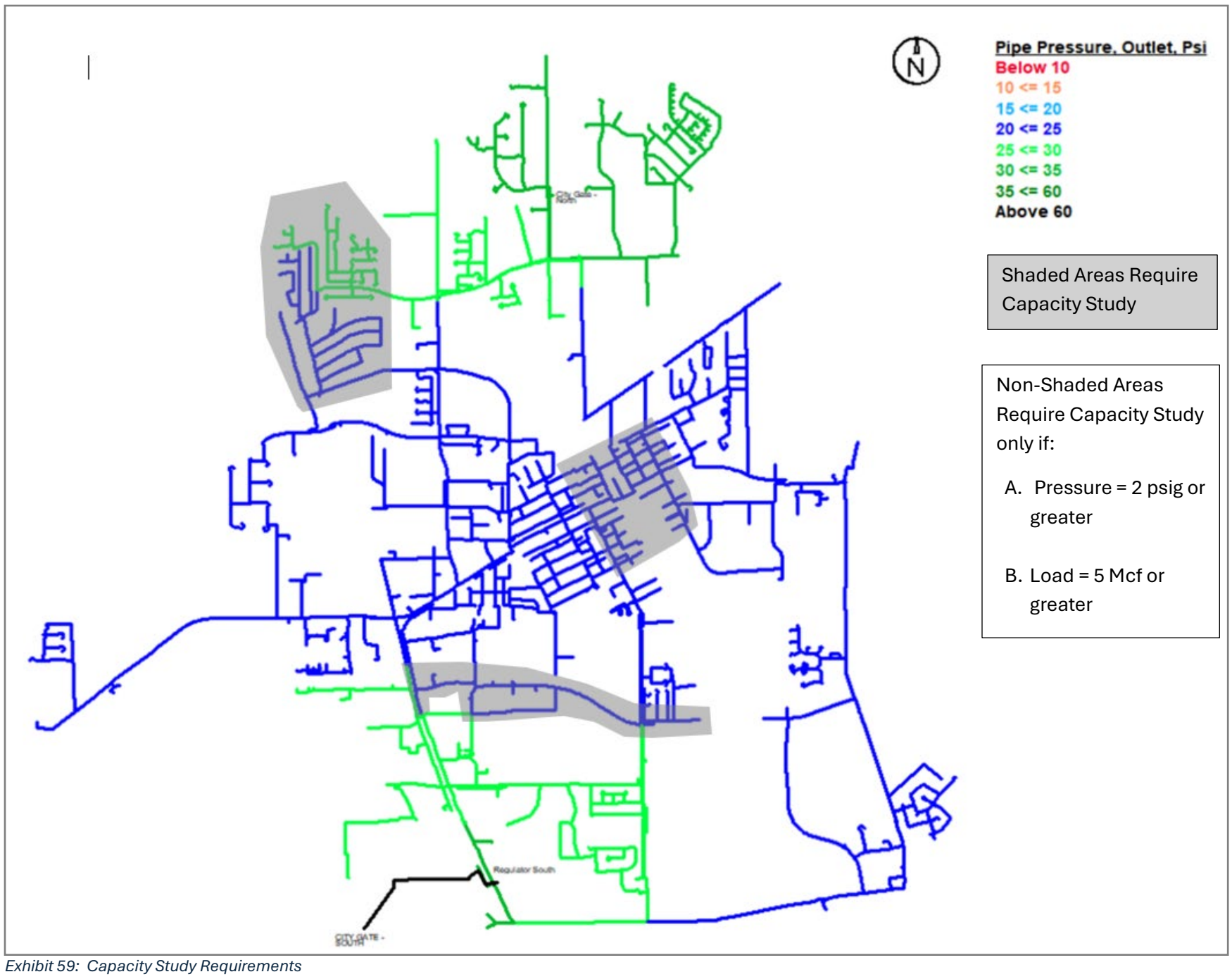


Exhibit 59: Capacity Study Requirements

Last, we recommend a recurring report that documents activated customers to ensure the services and anticipated loads are accurately updated periodically in both the City GIS maps as well as the system model.

Generator Backup Supply

Since 2020, Texas has experienced 130 power outages due to significant weather events resulting in 4,186 outage hours. This electric grid vulnerability has resulted in an increased use of natural gas fueled backup generators in homes. This trend appears to be impacting natural gas distribution systems across Texas in a unique way due to the immediate on-demand load that is now serving to offset power outages. Local distribution companies are experiencing a higher than peak consumption surge which is reducing line pack at a greater rate than natural gas systems experienced in previous years. Additionally, there has been an annual increase in the purchase and installation of these generators which means that these abnormal system surges will continue to impact natural gas systems. Many gas systems in Texas are striving to better understand the impact generator loads are having on their systems as well as ensure their systems have adequate capacity to meet these new demands. We recommend the City consider implementing ordinances, processes and procedures to strategically approve and monitor the use of natural gas generators within their service territory.

It is our understanding that the City already has a permitting process in place for new and existing residential and commercial customers installing backup generators. However, we suspect the current processes are checking for capacity alone and not ensuring strategic use of the natural gas supply. It is in the City's best interest to develop an ordinance as well as permitting policies to address this growing concern. In doing so, the City will put in place measures that ensure all generator installations and maintenance provisions are in the system's best interest while monitoring this growth and refining their GIS and natural gas system model to accurately depict this evolving landscape. The purpose of the natural gas generator ordinance is to establish the need for a permitting process prior to installing a generator. The ordinance should also require a self-disclosure to the City for any generator installed without an approved permit. We suggest the City consider charging a permitting fee for generator installations in addition to a backup generator surcharge for any excessive loads. The surcharge is meant to curtail

oversized generators which is a known challenge other natural gas operators have experienced. If the City is opposed to an added fee for the customer, then the City should consider defining the maximum kW output by residence square footage.

While it is in the City's best interest to obtain load profile updates from customers with an unapproved/non-permitted generator, a self-disclosure requirement for all natural gas customers could be beneficial overall. This would help update all natural gas customer profiles to ensure City records document the customer appliance or load profile details. This profile should include health and wellness information to ensure the City records identify top priority customers whose lives depend on continuous power or natural gas.

Further, we recommend updating the natural gas system model and the City GIS to reflect all natural gas generators known to be in place so that the model scenarios can better forecast these customer loads. In addition, we recommend the City update their process and procedures making it mandatory for any new backup generator introduced to be approved through their building permitting process. This permit approval must include a capacity study and gas engineering approval. Additionally, we recommend the City consider adding a backup generator surcharge which would cover the costs of the additional studies, record-keeping and help control usage so that generators are not oversized for their role. Consider an educational component to the permit information that offers sizing guidance as well to help minimize the implementation of oversized generators.

Station Maintenance

During our collaboration with the City gas team, we determined the best course of action regarding the Regulator South station, referred to as DRS, is to eliminate it altogether from the natural gas distribution system. The DRS has some considerable maintenance concerns but the cost of improving and maintaining this station is frivolous. Instead, we recommend the City utilize maintenance dollars to remove the DRS. To accomplish this the City should proceed with the following tasks in this specific sequence:

- Modify the downstream regulator at South City Gate to 45 psig
- Tie the DRS upstream and downstream lines underground
- Downgrade the current HP line from City Gate South to the DRS
- Isolate the station valves
- Cut and cap the inlet and outlet lines to and from the DRS
- Physically remove the above ground station, scrap and salvage the components per City standards

For the remaining stations, which are now limited to City Gate stations, we recommend the City review their maintenance procedures and standardize the way City personnel satisfy compliance requirements and industry best practices. The City maintenance procedures should account for the following station requirements:

- Per § 192.739 the City must test and inspect all pressure limiting devices. This includes all regulators and relief devices at all stations. The code requires
    - Inspecting at least once each calendar year; at intervals not to exceed 15 months, to determine if the equipment
    - Is in good mechanical condition
    - allows for adequate capacity for relief devices
        - per § 192.743, must be tested in place or by review and calculations
        - allows for reliability for the intended function and operating conditions anticipated
            - If review and calculations are used, the calculated capacity must be compared with the rated or experimentally determined relieving capacity of the device for the conditions under which it operates.
            - After the initial calculations, annually review documented parameters have not changed
    - unit is set to control or relieve at the correct pressure
    - properly installed and protected from dirt, liquids, or other conditions that might prevent proper operation
    - if found to be inadequate or malfunctioning, the unit must be replaced.
- Per § 192.747, control valves must be tested and inspected at least once each calendar year; at intervals not to exceed 15 months to confirm the valve operates properly
- Per § 192.625 , odorizers at all City Gate stations must be periodically sampled
    - This requires using an instrument capable of determining the percentage of gas in air at which the odor becomes readily detectable
- Per § 192.479 the above ground station piping must be properly protected against atmospheric corrosion
    - Coating material must be suitable for the prevention of atmospheric corrosion
    - must inspect and evaluate for evidence of atmospheric corrosion at least once every 3 calendar years; at intervals not exceeding 39 months
    - Recoating intervals and procedures should adhere to City standards

        - Ensure all equipment tags are properly covered and protected during the re-coating procedure so that all identifying tags remain visible and useful after the re-coating is completed
- Meters
    - Currently, the city does not own any meter at their City gate stations; these are owned and operated solely by the pipeline supplier. Therefore, we will not offer recommendations for this station component.
    - Pipeline suppliers should be proving their meters on a regular basis and providing those calibration reports to the city. We recommend the City not only keep those reports in their station records, but also monitor the trends. If lost/unaccounted for gas trends are increasing, these reports should be the City's first source for answers.
- Winter Event Preparations
    - Check all regulator covers to ensure adequate insulation in advance of low temperatures
    - make sure all low-pressure reading points identified by gas engineering are in place and functional (i.e., reporting) as per model recommendations
    - check with upstream gas suppliers to confirm any on-going issues/concerns that could affect the City of Tomball gas system
    - send out notifications to customers with backup generators to share gas supply during critical power outages by using gas appliances only as needed as well as delaying their generator powering on as much as possible. The notice should also remind generator users to cycle off periodically as well.

Field Verification

As detailed in our approach, there are locations where the model and real-world system are not aligned. While these locations have been greatly reduced since the completion of Master Plan Phase 1, these locations should be field verified. The locations tend to be where two mains intersect, i.e., tie-ins; therefore, the objective of the field verification must be to fully locate and expose the intersection point between two mains and verify pipe sizes, connection type then ensure the GIS and model both mirror the real-world system. The City should expect to accomplish this by use of a vacuum excavation to minimize street and driveway impacts and repairs. Again, we have confidence in the model simulating system performance; however, the field verification will eliminate critical variables that would yield increased confidence in the accuracy of model results.

Additionally, our team would like to update all assumed service meter locations. This can be accomplished by using readily available service meter coordinates to refine the model. With accurate service meter locations, we can update the tap location assumptions and decrease the risk of incorrectly assigned taps. This effort would minimize the number of tap locations requiring field verification which further increases the confidence of the model.

We recognize field verification can be a significant allocation of field personnel and resources. Furthermore, we realize the City has regulatory compliance requirements that may lend themselves to meeting these objectives while performing certain compliance tasks such as leak surveying or DIMP assessments; therefore, our team can continue to be a resource to help guide the City with identifying practical means to collecting this information while performing routine maintenance and compliance activities. An alternative to this slowly progressing approach would be to allocate maintenance dollars for a contract crew to focus solely on the field verification needed.

Remote Monitoring

At all stations and the defined system low points, we recommend the City install pressure monitoring devices that can interface with VT Scada, the City's monitoring software being implemented for the water and wastewater systems. This software appears to have applications for natural gas systems. See Appendix I for an example of the type of unit we have used successfully in other municipal gas systems.

It should be noted that having an individual in responsible charge of receiving alerts from a SCADA interfaced device and acting in response to an alert makes the City subject to compliance requirements they did not previously need to address. The regulations require some training and written procedures to ensure the utility operation continues to account for typical and abnormal operating conditions.

GIS Best Practices

The City has made an excellent investment in their GIS and we believe that particular asset is underutilized with regard to the amount of mandated information that could be housed in or streamlined by use of this system. To that end, we recommend the City use the database to track the following for mains and services:

- Location (distance from ROW)
- Length installed
- Material specifications (size, material type and grade)
- Joining method
- Installer
- Date Installed
- Pressure test date
- Test Pressure
- Design MAOP

- Fittings such as tees and reducers
- Valves
- Anodes
- Test Stations (locations and readings)
- Leak locations (date discovered, grade and date resolved or downgraded then subsequent date resolved)
- Service taps
- Service meters
- Excess Flow Valves

Currently, the City does not track any of the above information. By updating their GIS practices to include this, routine annual compliance reports would be considerably streamlined. Additionally, this level of information would support the required DIMP evaluations as well as assist with identifying any aging infrastructure failures. Furthermore, in the near future, all natural gas distribution operators will be required to maintain traceable, verifiable information about their assets. The City could elect to gradually standardize their processes to position themselves well for compliance in the future.

Using standardized field names for the levels as well as for the field inputs into the database in GIS is another way to improve the way City gas data is collected and stored. This would facilitate database queries and assist in streamlining compliance reporting.

Last, we recommend the City develop and implement processes and procedures for the handling of as-built plans and turnover document information. This should at a minimum consist of a workflow where proper as-built records are received from construction. Once as-built records are submitted, they should be reviewed for accuracy and completeness. The as-builts should then be accepted or approved, and entered in GIS, utilizing correct drafting practices that allow for smooth transfer into the modeling software.

Design and Construction Best Practices

Based on our research and working knowledge of the historical and current processes in place at the City, the majority, if not all, of the natural gas system installations are designed and constructed through either a public improvement or private development project. This is being performed without benefit of detailed standards, processes and procedures for the engineering and construction of the natural gas system. There is a distinction between engineers and contractors who are natural gas experts and those who have adopted their skills rooted in other utility systems to natural gas. Therefore, we recommend the City develop and implement written standards for the design and construction of natural gas elements to ensure regulatory compliance, streamline record keeping, and create standardization of City best practices. These standards should account for engineer and contractor criteria to ensure third party personnel are properly trained and experienced to design and construct these critical natural gas system additions on the City's behalf. Additionally, the design standards should provide minimum requirements that direct engineers to a standardized approach when rendering designs and drawings for the City's natural gas system. Similarly, the construction standards should also provide construction specifications that clearly communicate the minimum requirements for the placement of the natural gas facilities. This will eliminate the current concern regarding over- or under-sized lines in this system, adherence to construction best practices, as well as compliance gaps. The following delineates the minimum criteria that should be addressed in these standards:

- Design Personnel Qualifications
    - Licensed professional engineer
    - Direct experience designing municipal gas systems
    - Provide minimum number of municipal references for City to confirm background
    - Require a minimum number of years of experience directly responsible for municipal natural gas designs
    - Experience should include at a minimum
        - Sizing mains and services; fully knowledgeable about pressures and load concerns
        - Designing tie-ins
        - Cathodic protection design
        - Working knowledge of station operations, industry best practices, natural gas networks and 49 CFR 192
- Design Standards
    - Adherence to master plan
    - Establish a minimum pipe size for mains and services
    - Requirements for tie-in details, control valves, test stations and pipeline markers
    - Plan set approval process
        - Preliminary review and final acceptance/approval by Gas Engineering
- Drafting standards
    - Plan/drawing template with general notes and details
    - Labeling conventions for pipe size/type and fittings
    - Standard symbols for fittings
    - Software requirements and require submission of digital files
        - Consider a submittal and approval process for these through the City permit portal

- Contractor Personnel Qualifications
    - Contract company qualifications
        - Health & Safety Plan
        - Drug & Alcohol Program
        - Direct experience constructing municipal gas systems
        - Provide minimum number of municipal references for City to confirm background
        - Require a minimum number of years of experience constructing municipal systems
    - Individual Crew Member Qualification
        - Operator qualification meeting or exceeding City OQ program
        - Direct experience constructing municipal gas systems
        - Provide minimum number of municipal references for City to confirm background
        - Require a minimum number of years of experience constructing municipal systems
        - Foreman or Crew Chief Experience should include at a minimum
            - Ability to read plans
            - Trenching, shoring, boring
            - OSHA standards
            - Polyfusing and welding
            - Installing mains and services, tracer wire, test stations, anodes, EFVs and anodeless risers
            - Performing hot taps
            - Bypassing lines
            - Pressure testing
            - Purging lines
            - Commissioning lines
            - Backfilling
            - Redlining plans—developing as-built plans

We recommend incorporating the Design Personnel and Contractor Personnel requirements into the current contractor registration process. For Design Personnel, the City could maintain a list of approved engineers that can be provided to Developers and Public Works firms in lieu of maintaining a registry of approved engineering personnel. However, we strongly urge the City to take receipt of every gas contractor's detailed information to maintain regulatory compliance. The City is federally mandated to collect and retain specific contractor information for ten (10) years. The City's registration process is an ideal avenue not only for collecting this information but also for streamlining the archiving to ensure compliance with this mandate. Additionally, we suggest the City consider an actual approval process specific to gas engineers and gas contractors to ensure only approved engineers and contractors are working on the design and construction of such crucial assets. The contractor approval should be per company as well as individuals, since the requirements for Operator Qualification are limited to the individual. The above design and construction personnel qualifications lists cite the minimum criteria we believe would help the City determine appropriately qualified individuals. This approach would ensure the City's natural gas system additions are strategic and well thought out by individuals with subject matter expertise rather than individuals who are out of their depth and simply relying on City staff guidance to direct their work.

In addition, and will all due respect, we recommend the current construction specifications and general notes be reviewed by a natural gas subject matter expert. We have been in a unique position to receive plans developed by developer teams when engaged for the construction of said items. The current processes for plan development and approval together with the current construction specifications and general notes leave compliance gaps that concern us. Currently, the engineering and construction that we have seen leave the City at risk of an improperly designed and/or constructed gas system. We recommend, the engineers and contractors working on your natural gas systems have a high level of ethics and subject matter expertise in order to provide the City with a newly installed gas system that keeps the City adequately in compliance and gives the City the data they need for record keeping.

Furthermore, as noted in the GIS portion of this report, we believe the current City processes leave the City exposed to too much risk due to the lack of formal, standard reports to properly document what has been constructed. Our team recommends the creation and implementation of not only an as-built standard but a set of forms each project must provide as a deliverable to the City to adequately record the installations. These deliverables, referred to as complete turnover documents, would then be used by the City for updating GIS. Similarly, we believe the City would benefit considerably from a review checklist for Gas Engineering as well as Gas Inspection to ensure adherence to City standards as well as to minimize risk of continued compliance gaps with the final as-built conditions. Below is a detailed list of minimum as-built reports and records (i.e., turnover documents), referred to as As-Built Plans, we recommend the City require of any natural gas installation:

- Material Log to document supplier, material received, material specifications, method and inspection of material off-loading
- Trenching and Backfill Reports to document trench widths as well as backfill materials, compaction, depth, etc.
- Data Logger Reports to document polyfusion activities
- Pressure Test Packet (including pressure test chart)
- Tracer Wire Continuity Test Report
- Camera Inspection Requirements (pre-bore and post-bore)

- Bore Log Requirements (pre-bore and post-bore)
- Anode installation Record
- Valve Installation Record
- Test Station Installation Record
- Main Installation Record
- Service Line Installation Record
- Survey Data
- As-Builts
- Shapefile
    - Submittal and acceptance process required after as-built plan has been accepted and approved by City
    - To encourage shapefile submissions, the City could impose a GIS update fee for the installation that could be waived if a shapefile complying with City GIS standards is provided. This fee could offset the cost of manually having to draw all linework and input all details in the event a shapefile is not provided.

We recommend the below process flowchart to be implemented:

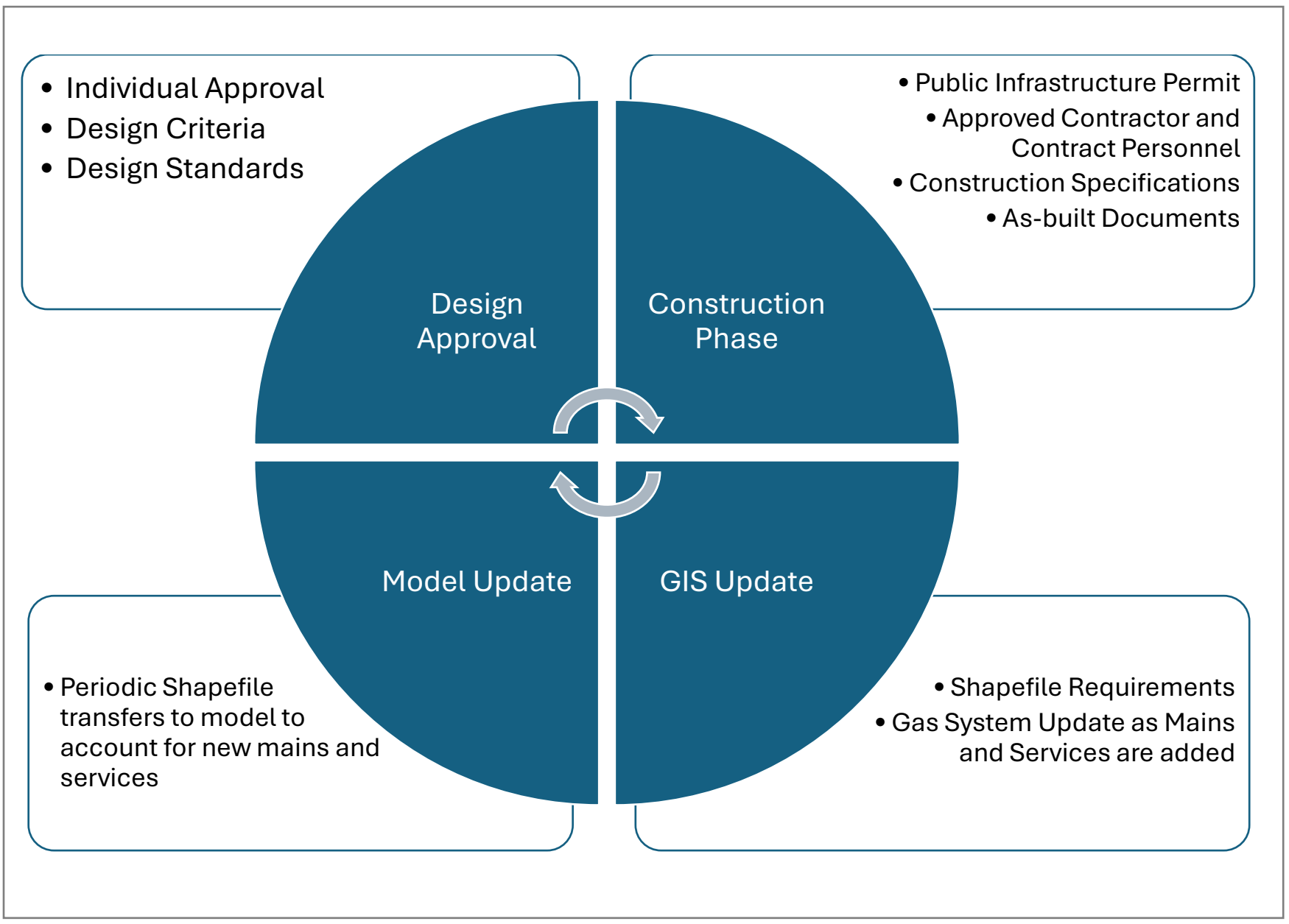


Exhibit 60: System Updates Process Flow

Master Plan Maintenance

The above recommended system update process flow allows for an iterative refinement process from design to construction to GIS drafting to the system model. By implementing these recommendations and processes for design, construction and GIS then periodically updating the natural gas system model, the City can continuously monitor the system to ensure that actual system changes are aligned with the planned system master plan. Additionally, the up-to-date model can be evaluated in advance of extreme weather events to identify areas of concern that warrant proactive action. Similarly, an up-to-date model enables the City to easily cross-check a developer's buildout and a prospective new natural gas load against the latest live system while keeping the master plan strategic targets in focus. The model can also be used for budgeting purposes to determine in a specific fiscal year how best to allocate any available city monies for the natural gas system. In years where the City natural gas system experiences a lot of activity, the model should be updated quarterly. In years where not a lot of activity takes place on the system, we recommend at least a bi-annual or annual update.

Additionally, we recommend the master plan and model be updated for customer loads and station operating parameters at least annually. This will allow our team and the City to confirm the master plan is still valid. It will also enable us to confirm the current operating needs and verify the trend towards the anticipated high end (225 Mcfh). At that time, the monthly delivery pressure and volume reports from pipeline suppliers should be reviewed as well. This will help confirm the system demand is

growing as anticipated. Any significant deviations from the anticipated high end (225 Mcfh) should be flagged immediately to determine if changes to the master plan are warranted.

Last, the master plan and model should be maintained up-to-date to reflect the actual real-world system as closely as possible. This means the master plan should be proactively updated to forecast the city needs as elements of the master plan transition from concept to installed and commissioned. In other words, the master plan maintenance we recommend results in an iterative update and adjust approach. This should be a refinement and not a complete overhaul of the master plan. If the master plan requires a complete overhaul to stay ahead of the City's growth and development, another extensive master plan should be pursued. However, it is our opinion that if the recommended iterative refinement process is implemented, the natural gas master plan maintenance will not be an exhaustive approach like what has just been completed.

INTENTIONALLY BLANK

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Holiday Heroes check presentation from Tomball Farmers Market to the Tomball Fire Department and Tomball Police Department Explorer Post #5451.

Background:

Presentation by the Tomball Farmers Market to the Tomball Fire Department and the Tomball Police Department Explorer Post # 5451 to be utilized for the 2026 Holiday Heroes Event.

Origination: Fire Department

Recommendation:

n/a

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #

If no, funds will be transferred from account # To account #

Signed Joe Sykora 11/16/2026 Approved by

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Presentation of donated funds from Resale with a Purpose to Tomball Fire Department and Explorer Post #5451 for the 2026 Holiday Heroes Event.

Background:

Presentation by Resale with a Purpose to the Tomball Fire Department and Explorer Post #5451 in the amount of $10,000.00 for each organization to be utilized for the 2026 Holiday Heroes Event.

Origination: Mayor Lori Klein Quinn

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda: _____

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Announcements

Upcoming Event:

- November 21, 2026 – 61st Annual Tomball Holiday Parade from 10:00 a.m.-Noon on Main St
- December 5, 2026 – Holiday Heroes from 8 a.m.-Noon at St. Anne's Catholic Church and Tomball Walmart
- December 5, 2026 – Deck the Depot Tree Lighting from 4:00-8:00 p.m. at Tomball Depot Plaza
- December 11-13, 2026 – Tomball German Christmas Market on Friday from 6-10 p.m., Saturday from 10 a.m.-10 p.m., and Sunday from 10 a.m.-6 p.m. in Downtown Tomball

Background:

Enter text Here

Origination: Enter text Here

Recommendation:

Enter text Here.

Party(ies) responsible for placing this item on agenda: Chrislord Templonuevo, Marketing Director

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #

If no, funds will be transferred from account # To account #

Signed _____ Approved by _____

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Approve Minutes of November 2, 2026, Workshop/Regular City Council meeting.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

Party(ies) responsible for placing this item on agenda: Shannon Bennett, Assistant City Secretary

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____

Staff Member Date City Manager Date

MINUTES OF WORKSHOP/REGULAR
CITY OF TOMBALL, TEXAS

Monday, November 02, 2026
5:00 P.M.

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for November 02, 2026, 5:00 P.M., at 401 Market Street, Tomball, Texas 77375.

A. Mayor Klein Quinn called the meeting to order at 5:00 P.M.

PRESENT:
Mayor Lori Klein Quinn
Council 1 Shelley Michna
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington
Council 5 Randy Parr

CITY STAFF PRESENT:
City Manager - David Esquivel
Interim City Manager - Luisa Taylor
City Attorney – Joseph Hays
City Secretary - Thomas Harris
Assistant City Secretary - Shannon Bennett
Police Chief – Shon Davis
Fire Chief – Joe Sykora
Director of Finance - Bragg Farmer
Director of Public Works - Drew Huffman
Director of Human Resources – Kristie Lewis
Director of Marketing & Tourism - Chrislord Templonuevo
Director of I.T. – Ben Lato
City Planner – Caleb Mittanck
Police Lieutenant – Chris Burns
Police Lieutenant – Albert Chambers
Police Officer – Matthew Maglitto
Records Specialist – Dayjah Whyte

B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time*

not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]

- Becky Clepper, Tomball, Texas invited City Council to a fundraiser on November 14th, hosted by the Heart of Tomball Republican Women Club for a salute to Veterans

C. General Discussion

1. A quorum of the Tomball Economic Development Corporation Board of Directors may be present and participate in discussions and deliberations with the City Council regarding funding for the Alleyway Capital Improvement Project.

   Executive Director Kelly Violette led a discussion regarding funding for the Alleyway Capital Improvement Project. A quorum of the Tomball Economic Development Corporation was present, consisting of President Lisa Covington and Board Members Latrell Shannon, Becky Clepper, Angie Johnson, and Wayne Hall.

2. Review and discussion on the Tomball Archive and History Center (TAHC) Fiscal Year 2026 accomplishments and Fiscal Year 2027 goals and objectives.

   Historical Archivist Allison LaRocca provided a presentation on the Tomball Archive and History Center (TAHC) Fiscal Year 2026 accomplishments and Fiscal Year 2027 goals and objectives.

3. Review and discussion on the updated City Procurement Policy and Manual.

   Finance Director Bragg Farmer discussed the updates to the city's Procurement Policy and Manual.

D. Proposed Future Agenda Items *[The following items are provided for informational purposes for City Council and public review. Any item may be pulled for separate discussion at Council's request.]*

1. Public Works Director Drew Huffman led the Workshop Discussion – Approve services agreement renewal with Senergy Petroleum, LLC for operating and emergency fuel purchases for an annual not-to-exceed amount of $600,000 (RFP No. 2025-17), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2026-2027 budget.

2. Public Works Director Drew Huffman led the Workshop Discussion – Approve a Professional Services Agreement with Dunham Engineering, LLC for the design of

Ulrich Elevated Storage Tank Rehabilitation, Project Number 2027-10003, for a not-to-exceed amount of $127,500, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. The expenditure was included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

3. Fire Chief Joe Sykora led the Workshop Discussion - Approve an agreement with H.E.A.T. Safety Equipment, LLC for the purchase of thirty-seven (37) 3M Scott Air-Pak X3 units and associated equipment through the Houston-Galveston Area Council cooperative purchasing agreement (H-GAC Contract # EE11-24), for a not-to-exceed amount of $416,000.00, authorize the expenditure of funds exceeding $100,000 therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2026-2027 budget.

E. Recess/Reconvene at 6:00 p.m.

Mayor Klein Quinn recessed the meeting at 5:52 p.m. and reconvened at 6:14 p.m.

F. Invocation led by Pastor Alonso Blanchet, Real Life Ministries

G. Pledges to U.S. and Texas Flags led by Congressman Wesley Hunt and two representatives of Boy Scout Troop No. 928

H. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

- Colleen Pye, Tomball, Texas spoke in opposition of Item L.1.
- Matt Miller, Tomball, Texas spoke in opposition of Item L.1.
- Timothy Benyo, Tomball, Texas spoke in favor of Item L.1.
- Belen Sanchez, Tomball, Texas did not speak, sign up to support Item L.1.
- Miranda Sanchez, Tomball, Texas did not speak, signed up to support Item L.1.
- Michael and Maria Tamez, Tomball, Texas did not speak, signed up to support Item L.1.
- Gil Sanchez and Henrietta Trueba, Tomball, Texas did not speak, signed up to support Item L.1.
- Kristi Johnson, Tomball, Texas did not speak, signed up to support Item L.1.
- Sonya Hurley, Tomball, Texas sent a letter of support for Item L.1
- Mike and Nancy Snodgrass, Tomball, Texas sent a letter of support for Item L.1

- Wayne Smith, Pastor of Church of God Union Assembly, announced they provided 71 family with food and solicited donations.
- Tammy, Tomball, Texas addressed Council related to the duck eggs

I. Presentations

1. Presentation of Proclamation for Municipal Court Week.

   Mayor Klein Quinn presented a proclamation to the Municipal Court staff proclaiming November 2–6, 2026, as Municipal Court Week.

   Mayor Klein Quinn recognized Chelsea Brown for completing Level I Court Certification and Carlos Vera for completing Level II Court Certification.

2. Presentation of Proclamation for Congressman Wesley Hunt.

   Mayor Klein Quinn presented Congressman Wesley Hunt with a Key to the City of Tomball and a proclamation recognizing his service. She also presented members of his team with a token of appreciation.

J. Reports and Announcements

1. Announcements

   I. Announcements

   Upcoming Event:

   - November 7, 2026 – Depot Day Fall Fest from 11:00 a.m.-5:00 p.m. at Tomball Depot Plaza
   - November 12, 2026 – Kaffeeklatsch from 8:30-10:00 a.m. at Tomball Community Center
   - November 14, 2026 – 2nd Saturday at the Depot from 5:00-8:00 p.m. at Tomball Depot Plaza
   - November 21, 2026 – 61st Annual Tomball Holiday Parade from 10:00 a.m.-Noon on Main St.

2. Reports by City staff and members of council about items of community interest on which no action will be taken:

- Mayor Klein Quinn announced November 4th honoring the appointment of Police Chief Shon Davis at the Regional Health Foundation from 11 a.m. to 1 p.m.
- Chief Shon Davis announced December 5th is the Annual Holiday Heroes event, 8 am – Noon
- City Secretary Thomas Harris announced that Election Day for Harris County is November 3 and encouraged residents to visit HarrisVotes.com to confirm their designated polling location
- City Secretary Thomas Harris thanked the Mayor and City Council for recognizing the Municipal Court and invited them to attend the Court's events scheduled for the remainder of the week.

K. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

1. Approve Minutes of October 19, 2026, Workshop/Regular City Council meeting.

2. Approve the updated City Procurement Policy and Manual.

3. Approve a professional services agreement with Langford Community Management Services for grant administration services related to the Community Development Block Grant – Mitigation Reallocation Program (CDBG-MRP) grant for an amount not-to-exceed 7.5% of the total grant award, therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the Community Development Block Grant – Mitigation Recovery Reallocation Program.

4. Approve a Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2027-10002, updates to the Water and Wastewater Master Plan and Impact Fees, for a not-to-exceed amount of $525,000. This expenditure is included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

   Motion made by Council 1 Michna, Seconded by Council 3 Garcia to approve New Business Consent agenda items.

   Voting Yea: Council 1 Michna, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

   Motion carried unanimously.

L. Old Business

1. Adopt, on Second Reading, Ordinance No. 2026-43, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.16 acres of land situated within the Revised Map of Tomball from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lots 23 and 24 of Block 29. The property is located at the northeast intersection of South Cherry Street and McPhail Street (208 McPhail Street). The applicant is requesting to utilize the property as a real estate office, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

   Motion made by Council 4 Covington, Seconded by Council 3 Dunagin to adopt Ordinance No. 2026-43.

   Voting Yea: Council 3 Dunagin, Council 4 Covington, Council 5 Parr

   Voting Nay: Council 1 Michna, Council 2 Garcia

   Motion carried 3 to 2.

M. New Business

1. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

   - Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney's duty requires to be discussed in closed session.
   - Sec. 551.074 – Personnel Matters: To deliberate the appointment of Assistant City Manager.
   - Executive Session Started: 8:00 P.M.
   - Executive Session Ended: 8:45 P.M.

2. Consideration of and Action on a variance request from Kohrville Rd LLC for alcohol sales at 22623 Hufsmith-Kohrville Road, Tomball, Tx, due to proximity to a public school property.

   This item was postponed by the applicant. No action was taken.

3. Consideration of and action on Resolution No. 2026-46. A Resolution of the City Council of the City of Tomball, Texas, designating the City's representative and

alternative to the General Assembly of the Houston-Galveston Area Council for the year 2027.

Motion made by Council 3 Dunagin, Seconded by Council 1 Michna to approve Resolution No. 2026-46 designating Mayor Lori Klein Quinn as the City's representative and Councilman Paul Garcia as the alternate.

Voting Yea: Council 1 Michna, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

4. Consideration of and action on changing 2027 July 4th Celebration and Street Fest to be held on Saturday, July 3, 2027.

Motion made by Council 4 Covington, Seconded by Council 5 Parr to approve changing 2027 July 4th Celebration and Street Fest to be held on July 3, 2027.

Voting Yea: Council 1 Michna, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

N. Adjournment

Mayor Klein Quinn adjourned the meeting at 8:55 p.m.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

From: Cristian Falcon
To: Joe Sykora
Subject: Fw: SCBA quote request
Date: Friday, October 23, 2026 7:52:42 AM
Attachments: IMG_9665.jpeg

Cristian Falcon
Lieutenant
C-Shift | Tomball Fire Rescue

(281) 351-7101 | (281) 896-6111
cfalcon@tomballtx.gov
www.tomballtx.gov
19900 Telge Rd, Tomball, TX 77377

From: Cristian Falcon <cfalcon@tomballtx.gov>
Sent: Tuesday, October 20, 2026 11:48
To: rgrass@siddons-martin.com <rgrass@siddons-martin.com>
Subject: Fw: SCBA quote request

Cristian Falcon
Lieutenant
C-Shift | Tomball Fire Rescue

(281) 351-7101 | (281) 896-6111
cfalcon@tomballtx.gov
www.tomballtx.gov
19900 Telge Rd, Tomball, TX 77377

From: Cristian Falcon
Sent: Thursday, 15 October 2026 08:46:11
To: equipment@siddons-martin.com <equipment@siddons-martin.com>
Subject: SCBA quote request

Hello,

My name is Lt. Falcon with Tomball Fire Rescue.

I am reaching out to request a quote for the items listed in the attached document. This quote will be for the full replacement of our current fleet equipment.

If possible, we would appreciate receiving the quote within the next 10 days to assist with our planning and budgeting process.

Please feel free to contact me if you have any questions or need additional information.

Thank you for your time and assistance. I look forward to hearing from you.

Cristian Falcon
Lieutenant
C-Shift | Tomball Fire Rescue

(281) 351-7101 | (281) 896-6111
cfalcon@tomballtx.gov
www.tomballtx.gov
19900 Telge Rd, Tomball, TX 77377

(877) 637-3473

Quote

Quote #	QT2125415
Date	10/19/2026
Expires	11/03/2026
Sales Rep	Powell, Ronald M
Shipping Method	FedEx Ground
Customer	TOMBALL, CITY OF
Customer #	C32495

Bill To
TOMBALL, CITY OF
1200 RUDELL
TOMBALL TX 77375
United States

Ship To
TOMBALL, CITY OF
1200 RUDELL
TOMBALL TX 77375
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X5915026305A04			3M™ Scott™ Air-Pak™ X3 Pro SCBA with Snap-Change X5915026305A04, 5.5, E-Z Flo C5, QD Hose, UEBSS, SEMS II, 2 ea	37	$8,304.02	$307,248.74
200970-01			CYL&VALV,QD,CARB,45/5500 ASSY	100	$1,535.16	$153,516.00
FP1M50000000000			3M™ Scott™ Vision C5 Facepiece FP1M50000000000, Gen 2, 5-Strap, Kev, Medium	40	$365.25	$14,610.00
FP1L50000000000			3M™ Scott™ Vision C5 Facepiece FP1L50000000000, Gen 2, 5-Strap, Kev, Large	30	$365.25	$10,957.50
FP1S50000000000			3M™ Scott™ Vision C5 Facepiece FP1S50000000000, Gen 2, 5-Strap, Kev, Small	10	$365.25	$3,652.50
31003990			QD, FEMALE, CHECKED, UEBSS	5	$229.79	$1,148.95
31003989			QD, MALE, CHECKED, UEBSS	5	$229.79	$1,148.95
31004304			PACK PREFORMED-.078W X .468ID	10	$8.41	$84.10
31004311			ADAPTER,AIRLINE UEBSS	10	$11.97	$119.70
10008912			PACKING, PREFORMED	10	$2.33	$23.30
10011747			QD PLUG (CEJN)	5	$94.32	$471.60
33528-501			PIPE FITTINGS	5	$21.96	$109.80
201088-03			SEMS II, USB GATEWAY	1	$2,044.59	$2,044.59
8006951			Monitor for X3 PRO	1	$0.00	$0.00

Contact: C32495 TOMBALL, CITY OF : Cristian Falcon (281) 351-7101

Subtotal	$495,135.73
Shipping Cost	$0.00
Tax Total	$0.00
Total	$495,135.73

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of invoice to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

H E A T Safety Equipment LLC.

5465 Curran Rd.
Von Ormy, Texas 78073
Ph. (210) 624-2320

Quotation

DATE	Quotation No.
10/13/2026	Q26-02161

NAME / ADDRESS
Tomball Fire Rescue 1200 Rudell Rd Tomball, TX 77375

P.O. NO.

ITEM	DESCRIPTION	QTY	COST	TOTAL
X5915026305A04	3M™ Scott™ Air-Pak™ X3 Pro SCBA with Snap-Change X5915026305A04, 5.5, E-Z Flo C5, QD Hose, UEBSS, SEMS II Pro, 2 ea/Case	37	8,881.15622	328,602.78
200970-01	CYL&VALV,QD,CARB,45/5500 ASSY	100	788.0899	78,808.99
FP1M50000000000	VISION C5 FACEPIECE FP1M50000000000 GEN 2,5-STRAP KEV MEDIUM	40	390.62975	15,625.19
FP1L50000000000	3M™ Scott™ Vision C5 Facepiece FP1L50000000000, Gen 2, 5-Strap, Kev, Large	30	390.62967	11,718.89
FP1S50000000000	Vision C5 Facepiece FP1S50000000000, Gen 2, 5-Strap, Kev, Small	10	390.63	3,906.30
	Rit Pack III new rectus fittings upgrades			
31003990	QD, FEMALE, CHECKED, UEBSS RECTUS FEMALE SOCKET	5	344.69	1,723.45
31003989	QD, MALE, CHECKED, UEBSS RECTUS MALE PLUG	5	314.18	1,570.90
31004304	PACK PREFORMED-.078W X .468ID	10	11.49	114.90
31004104	ADAPTER,AIRLINE UEBSS TO RECTUS PRIMARY PORT	10	16.35	163.50
10008912	PACKING, PREFORMED	10	3.498	34.98
10011747	QD PLUG (CEJN)	5	128.96	644.80
33528-501	PIPE FITTINGS	5	30.10	150.50
201673-02	RIT-Pak III, E-Z Flo C5 Regulator, Rectus	5	1,212.13	6,060.65
78-8151-6649-7	3M™ Scott™ Vision C5 Facepiece 78-8151-6649-7, Gen 2, RIT-Pak III and RIT-Pak Fast Attack	5	418.18	2,090.90
	optional sems II			
201088-03	SEMS II, USB GATEWAY	1	2,186.69	2,186.69
8006951	SCOTT CONNECT MONITOR, PRO EDITION ADD ON	1	0.00	0.00
	Subtotal			453,403.42
Trade In	TRADE IN UNIT trade in 37 of AP75 100 of Cylinders 80 of C5 Masks standard		-37,403.42	-37,403.42
	Subtotal			416,000.00

H-GAC EE11-24

Total $416,000.00

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 2, 2026

Topic:
Approve an agreement with H.E.A.T. Safety Equipment, LLC for the purchase of thirty-seven (37) 3M Scott Air-Pak X3 units and associated equipment through the Houston-Galveston Area Council cooperative purchasing agreement (H-GAC Contract # EE11-24), for a not-to-exceed amount of $416,000.00, authorize the expenditure of funds exceeding $100,000 therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2026-2027 budget.

Background:
Tomball Fire Rescue is requesting City Council approval to proceed with the replacement of its aging Self-Contained Breathing Apparatus (SCBA), commonly referred to as air packs, as approved in the Fiscal Year 2026–2027 budget. The department's existing SCBA inventory no longer meets current National Fire Protection Association (NFPA) standards and has reached an age where manufacturer support, replacement parts, and maintenance capabilities are becoming increasingly limited. These conditions present significant concerns regarding firefighter safety, equipment reliability, and the department's ability to maintain effective respiratory protection during emergency operations. SCBA is an essential component of firefighter personal protective equipment, providing life-sustaining respiratory protection during structure fires, hazardous materials incidents, and other immediately dangerous to life or health (IDLH) environments. The continued use of aging, obsolete equipment increases the potential for operational failures and places firefighters at unnecessary risk.

Recognizing the critical need for replacement, Tomball Fire Rescue previously submitted an application through the Federal Emergency Management Agency's (FEMA) Assistance to Firefighters Grant (AFG) program to offset the financial burden of replacing the equipment. Unfortunately, the grant application was unsuccessful, requiring the City to identify an alternative funding source. Funding for the replacement was subsequently approved as part of the Fiscal Year 2026–2027 budget. As part of the procurement process, three vendors were contacted to obtain competitive pricing, with two vendors submitting responses. The vendor submissions are included as supplemental documentation for City Council's consideration. Replacement of the existing SCBA inventory represents a necessary investment in firefighter health and safety, operational readiness, and the City's commitment to providing reliable emergency services to the community.

Origination: Fire Department

Recommendation: Approval

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: If yes, specify Account Number: 100-142 & 145-6143

If no, funds will be transferred from account: # To Account: #

Signed: Joe Sykora 10/26/2026 **Approved by:**

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Approve services agreement renewal with Senergy Petroleum, LLC for operating and emergency fuel purchases for an annual not-to-exceed amount of $600,000 (RFP No. 2025-17), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2026-2027 budget.

Background:

Senergy Petroleum, LLC was selected in 2025 through a Request for Proposal process (RFP 2025-17), which allowed for interested parties to submit sealed proposals to provide operating fuel purchases for daily use and emergency fuel purchases to support the City during critical events such as hurricanes, freezes, and other emergencies purchases for the City. A total of four (4) sealed proposals from qualified vendors. A scoring committee evaluated the proposals and identified Senergy Petroleum, LLC as the most qualified firm.

The proposed services agreement renewal with Senergy is for fiscal year 2027, beginning November 20, 2026 and expiring on November 19, 2027. The original services agreement with Senergy was for a one-year term, with five (5) additional one-year renewals. Based on the original services agreement the renewal for FY 2026-2027 will be the first allowable renewal with four (4) additional one-year renewals remaining.

Staff negotiated a services agreement renewal with Senergy based on their original proposal, which utilizes Oil Price Information Services (OPIS) PADD3 Houston market rates.

Staff recommends awarding a one-year services agreement renewal to Senergy Petroleum, LLC for an amount not to exceed $600,000. A detailed cost breakdown for the cost is provided below.

Fuel Type	Differential	Loading Fee
Midgrade 89 Octane Gasoline	+ $0.0807/gallon	$3.45
TXLED High Sulfur Diesel	+ $0.1007/gallon	$3.45
TXLED Low Sulfur Diesel	$ +0.1007/gallon	$3.45
Total Contract: $375,000*		

*Annual Cost is estimated based on the current fiscal year usage and fuel pricing

Origination: Project Management

Recommendation:

Staff recommends approving a services agreement renewal with Senergy Petroleum LLC for operating and emergency fuel purchases for an annual amount not-to-exceed $6000,000.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: No: If yes, specify Account Number: **Account 6108 –** Departments (112,121, 142, 145, 151, 152, 153, 154, 156, 157, 611, 612, 613, 614, & 615)

If no, funds will be transferred from account # To account #

Signed Meagan Mageo Approved by

Staff Member Date City Manager Date

CITY OF TOMBALL
SERVICES AGREEMENT RENEWAL

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Operating and Emergency Fuel Services

This Renewal is made and entered into by the **City of Tomball** (referred to as the "City"), with an office at 501 James Street, Tomball, TX and, **Senergy Petroleum, LLC** (the "Company"), with an office at **1470 N. Horne St Gilbert, AZ 85233,** City hereby engages the services of Company as an independent contractor for **Operating & Emergency Fuel Services**, upon the following terms and conditions.

1. SCOPE OF AGREEMENT
   1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing to provide operating and emergency fuel services to the City of Tomball, attached hereto and incorporated herein for all purposes.
   1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City's sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION
   2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **November 20, 2026 through November 19, 2027 with four () one- year optional renewal periods.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
   2.2. The City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
   2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT
   This Agreement represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT
   Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION
   For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed **$600,000**.

6. MODIFICATION OF RATES
   Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY
   7.1. DEFINITIONS
   For the purpose of this section the following definitions apply:

   a. "City" shall mean all officers, agents and employees of the City of Tomball.
   b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
   c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
   d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
   e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
      i. injury or damage to any property or right
      ii. injury, damage, or death to any person or entity
      iii. attorneys' fees, witness fees, expert witness fees and expenses,
      iv. any settlement amounts; and
      v. all other costs and expenses of litigation
   f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

7.2. **Indemnity**

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.
THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation	(where required – Statutory by State Law)
Employer's Liability	$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

a. Premises/ Operations — Combined Single Limit
b. Independent Contractors
c. Personal Injury
d. Products/Completed Operations
e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at $500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:
   a. Owned/Leased Automobiles
   b. Non-owned Automobiles
   c. Hired Cars

All insured at combined single limits for bodily injury and property damage for $500,000 per occurrence.

8.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

a. Be named as an additional insured;
b. Be provided with a waiver of subrogation, in favor of the City,
c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all “endeavor to” and similar language of reservation stricken from cancellation section of certificate); and
d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

9. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney’s fees, expert witnesses’ fees, and trial consultants’ fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

11. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

12. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

13. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

Senergy Petroleum, LLC
1470 N. Horne St
Gilbert, AZ 85233

14. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas
Attn: Project Manager
501 James Street
Tomball, Texas 77375

AGREED to and ACCPETED this 19 day of October, 2026.

Senergy Petroleum, LLC
Company

Katie Atencio
Signature

Katie Atencio
Print Name

Contract Specialist
Title

AGREED to and ACCPETED this ___ day of _____, 2025.

City of Tomball

_____
David Esquivel, PE
City Manager

Attest:

_____
Thomas Harris III
City Secretary

EXHIBIT A
SCOPE OF WORK

I. General

The City of Tomball is requesting sealed proposals to contract for fuel services for operating and emergency services. The City reserves the right to accept or reject any/all of the proposals received and/or purchase from any State contractor and/or inter-local agreement.

The term of the awarded contract, if any, will be for a one (1) year period and will become effective upon the contract award date. The contract may be renewed for five (5) additional one-year periods upon written agreement and mutual consent of both parties. Any renewal must be approved by the City of Tomball City Council.

II. Requested Services/Products

a. Location
    i. City of Tomball Public Works Services Center, 501 James Street, Tomball, Texas 77375
b. Fuel Types
    i. Midgrade 89 Octane Gasoline
    ii. TXLED High Sulfur Diesel
    iii. TXLED Low Sulfur Diesel
c. Tank Information
    i. Number of tanks: 3
        1. Tank One (Pump 1): On-Road Diesel – 4,000 gallons
        2. Tank Two (Pump 2): Off-Road Diesel – 2,000 gallons
        3. Tank Three (Pump 3): Unleaded Gasoline – 6,000 gallons

III. Contract Stipulations

Proposals submitted must include pricing for furnishing fuel to the City of Tomball based on the requirements indicated on Exhibit B – Cost Proposal. By submission of a proposal, the successful vendor agrees to the following stipulations:

a. Delivery of fuel is to be completed no later than the next day after the order is placed.
b. For quality assurance reasons, fuel is to be supplied from EPA approved terminals.
c. Prices quotes should exclude sales tax and Federal excise tax (FET). The City is exempt from these taxes and will provide Exemption Certificates to the successful proposer. Successful vendor's invoices shall include applicable fuel tax, State GPA loading fees, and Federal Superfund Taxes.

d. Posted Terminal Rack Prices
    i. Vendor is to guarantee that when invoicing, this part of the price is the posted terminal rack price at the terminal from which the fuel is supplied, the day the fuel is delivered. Vendor is also to indicate on each item, as part of their proposal, their price for delivery, their price for profit, and their price for loading fees.
e. Invoicing
    i. Fuel is to be billed in net gallons. A copy of the supplying terminal's bill of loading is to be attached to the invoice.
f. Vendor will have an adequate supply for emergency fueling for the main fuel complex located at 501 James Street, or other location as designated.
g. Customer Service
    i. Please state the name of the vendor contact, how they may be contacted, and at what times. Describe whether, and to what extent, after hours customer service is available. Please list the typical time for a response/contact with a real person who can assist.
    ii. Additionally, would this person be the point of contact for emergency situations, if different please explain.
h. Emergency/Disaster

    In the event of an emergency, Vendor shall agree to top off all City tanks no less than 24-48 hours prior to an anticipated event. In order to provide the most effective response to an emergency, the City will order fuel before the emergency (i.e. tropical storms or hurricanes). In addition, to ensure economic recovery to the City and community, the City will need emergency deliveries after the disaster.

    The selected Vendor will be required to provide these services to the City. With the RFP submission, each Vendor shall:

    i. Describe what preferential treatment and guarantee of service is available to the City of Tomball during a declared disaster or other emergency situation. Describe what resources you can offer to the City in such event. Selected Vendor will be required to provide fuel delivery during a declared disaster or other emergency situation.
j. Insurance and Bonding
    a. List your relevant insurance coverage and bonds covering the activities of the Vendor, if any.
k. Other services
    a. List other goods and/or services similar to those requested under this RFP that the Vendor offers. You are welcome to list other benefits and

advantages that the Vendor can provide to the City that are not specifically asked for herein.

l. Contract Period and Renewal Option
    a. The term of this contract will be for an initial two (2) year period and will become effective from the date of contract execution and will expire two (2) years from the start date. The contract may be renewed for two (2) additional two-year periods upon written agreement and mutual consent of both parties.
m. Any exceptions to the above should be noted with appropriate pricing, size and/or other differences cited.

IV. Terms and Conditions

Proposers are requested to furnish the items described herein in accordance with the terms set forth. All proposals must be Freight on Board (FOB) Destination and include the cost of cartage to the delivery point as stated on this form.

In the case of default, the City of Tomball, reserves the right to hold the original proposer or contractor liable for any and all resulting increased costs.

Samples, if requested by the City of Tomball, must be furnished at the proposer's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the proposer. Proposer shall submit quality control tests at Proposer's expense when requested by the City of Tomball.

Proposals may be withdrawn on written or telegraphic request received from proposers prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the City, modifying or changing any conditions of this contract, is an opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets – EXCEPT IN TERMS FOR PROMPT PAYMENT.

If a delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to the Public Works Department immediately. The City has the right to extend the delivery date if reasons appear valid. Suppliers must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tomball to purchase material elsewhere and charge a full increase in cost and handling to the defaulting supplier and could also be reason for

cancellation of the Purchase Order and contract at no expense to the City if the City deems it necessary.

Deliveries must be made within twenty-four (24) hours after an order is placed. The city shall be a priority customer during emergency situations to ensure delivery within 24 hours of order. Off-loading shall not take place unless a City employee is on site to accept delivery and verify meter readings on fuel truck. Extreme care must be exercised by the vendor, its agents or employees, to avoid fuel spills. The tanker truck must be attended at all times during the fuel off-loading. Any cost incurred as a result of fuel spills due to negligence on the part of the vendor, its agents or employees, or due to equipment malfunction, will be borne by the furnishing company and may be grounds for termination of the contract at the City of Tomball's discretion. Products do not require nationally distributed brand names (i.e. Chevron, Mobil, Texaco), however specifications may reference brand names. It is not the intent of the City of Tomball to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the vendor. The City of Tomball shall act as the sole judge in determining equality and acceptability of products offered. The City reserves the right to conduct random testing of said products, or to have such tests conducted on their behalf, to verify that the products delivered are the same as the products' proposal. The City shall not accept substandard fuel. The City of Tomball reserves the right to have samples of the gasoline and diesel fuel deliveries analyzed by an independent laboratory, three (3) times during the contract period, at the vendor's expense, as requested. All tests will be made according to ASTM (American Society for Testing and Materials) test methods. Any fuel not conforming to these specifications shall be rejected and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception. The apparent silence of these specifications as to any detail or apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail; and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The City of Tomball will in no way be bound to purchase any predetermined amounts under this contract.

Price Redetermination: The City of Tomball will permit "Unit Price" adjustment on the at renewal of the contract. Request for a unit price change must be submitted in writing to the Project Management Office, 501 James Street, Tomball, Texas 77375. The contractor shall provide documentation and justification as to reason for price redetermination. Price redetermination will be reviewed and based on reasonability sent to the City Council for final consideration and approval. The City will be allowed up to thirty (30) days to review request.

If either party disapproves of unit price adjustment the City or the Contractor shall have the right to cancel the contract with a thirty (30) day written notice.

Successful proposer shall be required, upon delivery, to pump all fuel from containers into the storage tanks identified by the City of Tomball. It is the responsibility of the successful proposer to supply pumps, hoses or whatever is needed to appropriately pump the fuels to the storage tanks.

All products proposed and delivered must meet or exceed specifications, including Federal and State regulations and requirements stated in the RFP – Operating & Emergency Fuel Services. Proposers should include the State of Texas Fuel Tax on gasoline, the Underground Water Protection Act Fee, freight charges, any other operational expenses and the proposer's margin. Do not include Federal Excise Tax on fuel, as this agency is exempt.

The City of Tomball reserves the right to award contract(s) to one or more Vendor(s) as deemed best interest of the City of Tomball.

V. Proposal Format

The following information shall be submitted in your proposal in the order listed below. Failure to submit the required information could render the submitted proposal as non-responsive. To be considered, prospective Vendors must submit a complete response as required by the RFP. Vendors must submit evidence of their ability to provide complete, thorough and comprehensive responses, and information for each of the following components of the RFP.

a. Company Overview
    i. A brief summary of history and experience.
        1. Where is the company headquarters?
        2. Where is your service center located?
    ii. Include any litigation your company has been involved in over the last five (5) years.
    iii. Include a description of the quality of service your company provides.
    iv. Provide information on tank monitoring/recording capabilities, if the City were to implement.
b. Comprehensive Emergency Fueling Plan Program
    i. Detail the deliverables, program, and related costs of providing emergency fuel and services during an emergency event (hurricane, tornado, freeze, etc.).
c. RFP Response Addenda
    i. Completed proposal and/or addendums issues. Include all required forms.
d. References

i. Submit three (3) current Texas customers, preferably cities of comparable size. Include entity name, address, phone number, and email of contact person.

e. Descriptive Literature
    i. Illustrative brochures, specification sheets, descriptive information, diagrams, etc., that provide additional information regarding areas addressed.
    ii. Provide information on any other service your company provides, if any.

f. Rates & Fees
    i. Include billing rates completed on Exhibit B – Cost Proposal.

EXHIBIT B COST PROPOSAL					
Midgrade 89 Octane Gasoline					
Rack Rate	**Profit**	**Differential (indicate if differential is + or -)**	**Loading Fee**	**Minimum Delivery**	**Brand**
$3.0782 /gal (min. 89 Octane)	See Differential	$ +.0807 /gal	**$3.45**	500 gal minimum for each product and 4001 gal minimum per delivery	Unbranded
TXLED High Sulfur Diesel					
$5.0359 Rack Rate	**See Differential**	**Differential (indicate if differential is + or -)**	**Loading Fee**	**Minimum Delivery**	**Brand**
		$ + 0.1007	**$3.45**	Same as gas	Unbranded
TXLED Low Sulfur Diesel					
$5.0244 Rack Rate	**See Differential**	**Differential (indicate if differential is + or -)**	**Loading Fee**	**Minimum Delivery**	**Brand**
		$ + 0.1007	**$3.45**	Same as gas	Unbranded
EMERGENCY PREPAREDNESS PLAN					
In the event of an emergency, Vendor shall agree to top off all City tanks no less than 24 hours to 48 hours prior to an anticipated event, such as expected hurricane landfall, etc.					
EMERGENCY OPERATIONS DELIVERIES					

In order to provide the most effective response to an emergency the City will order fuel (midgrade and diesel) before the emergency (i.e. tropical storms, hurricanes, etc.)

In order to ensure economic recovery to the City and community, the City will need emergency deliveries after the disaster. Mark the box below if your company will provide this service to the City.

X YES

_____ NO

EMERGENCY EQUIPMENT

In order to ensure economic recovery to the City, the City may have a need for portable fueling tanks with pumps. Can your company provide this service, and is your company willing to provide this service? Mark the box below.

X YES

_____ NO

Any Other Applicable Services Fees

Service	Portable Fueling Tanks and/or Pumps		
Cost	**$** Please see chart in green	**$**	**$**

Prices listed above are good for 90 calendar days after receipt of proposal

Signature: Katie Atencio

Name: Katie Atencio

Date: 10/14/2026

Tank Size	Monthly Rental
500	$304
1000	$680
2000	$1,316
5000	$2,213
10000	$3,160
12000	$3,410

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Approve a Professional Services Agreement with Dunham Engineering, LLC for the design of Ulrich Elevated Storage Tank Rehabilitation, Project Number 2027-10003, for a not-to-exceed amount of $127,500, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. The expenditure was included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

Background:

The City of Tomball operates a 500,000-gallon elevated storage tank (EST) located at 1331 Ulrich Road. The Ulrich EST is a critical component of the City's water distribution system, providing essential storage capacity to maintain system pressure, support water supply reliability, and meet operational demands.

The proposed project includes a comprehensive rehabilitation of the tank's interior and exterior, including sandblasting and application of protective coatings, rehabilitation of associated yard piping, and installation of new lighting. These improvements will address aging infrastructure, protect the structural integrity of the tank, extend its useful service life, and ensure continued reliable operation.

Dunham Engineering will provide professional engineering services for the project, including preparation of construction plans and specifications, assistance with the procurement and bidding process, and construction oversight to ensure the improvements are completed in accordance with the approved design and applicable standards.

Rehabilitation of the Ulrich EST represents a critical investment in the City's water infrastructure. The project will help preserve existing water storage capacity, minimize the risk of service disruptions, protect public health, and support continued compliance with applicable Texas Commission on Environmental Quality (TCEQ) requirements.

The proposed Professional Services Agreement with Dunham Engineering includes a scope of work to design, complete procurement and oversee construction of the of the project, for a not-to-exceed amount of $127,500.

Below is a summary of the current funding allocated for the project.

Ulrich Elevated Storage Tank Rehabilitation		
Project Element	**Total Contract (with addendum)**	**Remaining Contract Amount**
Engineering	$127,500	N/A
Construction*	$935,000	N/A
Project Budget $1,095,000	**Total Estimated Contracts $1,062,500**	**Remaining Funding $967,500**

* Construction is an estimate only – bid is pending

Origination: Project Management

Recommendation:

Staff recommends approving the Professional Services Agreement with Dunham Engineering, LLC for the design of the Ulrich Elevated Storage Tank Rehabilitation for a not-to-exceed amount of $127,500.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: _____ If yes, specify Account Number: #400-613-6409

If no, funds will be transferred from account: #_____ To Account: #

Signed: Meagan Mageo **Approved by:** _____
Staff Member Date City Manager Date

Dunham Engineering, LLC
1605 Rock Prairie Rd. Ste 318
College Station, TX 77845
Phone: (979) 690-6555

Letter of Agreement for

This is an Agreement made as of _____, 2026 between The City of Tomball, Texas hereinafter known as the OWNER and Dunham Engineering, LLC. of College Station, Texas hereinafter known as the ENGINEER.

The OWNER intends for the ENGINEER to perform professional engineering service in the design and construction inspection of the WORK.

The WORK is defined as the rehabilitation of the 500,000 gallon Ulrich Elevated Storage Tank located in Tomball, Texas (1331 Ulrich Rd). Engineer's preliminary opinion of probable construction cost to perform the above WORK is $935,000.

PHASE I - DESIGN

The ENGINEER agrees to prepare the design, produce engineering plans and specifications, prepare the contract documents, advertise for bids and recommend award of a lump sum construction contract to complete the WORK for the OWNER.

The ENGINEER agrees to deliver the design drawings and specifications in accordance with the following schedule:

- 60% Deliverable package of draft specifications and draft drawings of tank rehabilitation and updated specifications of tank rehabilitations within 30 days of receipt of submittal comments.
- 90% Deliverable of draft design specification and drawing bid package within 30 days of receipt of 60% submittal comments.
- Final sealed design package for bid within 14 days of 90% submittal package comments.

The ENGINEER agrees to finalize the documents and advertise the WORK to selected contractors for bid within 30 days after receipt of OWNER'S comments and approval.

The ENGINEER agrees to assist the OWNER in opening and reviewing bids and recommending a contractor for award.

PHASE II- CONSTRUCTION

The ENGINEER agrees to periodically inspect the contractor during the construction period to ensure contract compliance. Should 30 inspections be exceeded due to contractor performance or other factors not under ENGINEERs control, OWNER will be billed at a rate of $1,350 per additional trip.

The ENGINEER agrees to process Contractor progress payments and recommend payment by the OWNER.

The ENGINEER agrees to prepare and process Contract Change Orders as required during the course of the construction contract.

The ENGINEER agrees to conduct a final inspection of the WORK and to recommend final payment for the CONTRACTOR when the WORK is completed.

The ENGINEER agrees to schedule and conduct a one-year warranty inspection of the WORK prior to the end of the warranty period and to coordinate completion of any required warranty repairs. Warranty inspection will be billed separately at the time of service.

In consideration of the above services, the OWNER agrees to compensate the ENGINEER in accordance with the following schedule:

Phase I - Design

- Total fee of $84,600 - Partial payments due as follows:
    - 60% due when 60%DRAFT documents are provided.
    - 20% due when 90%DRAFT documents are provided.
    - 20% due when FINAL documents are provided.

Phase II - Construction

- Total fee of $42,900– Partial payments due as follows:
    - 25% due when contractor mobilizes to start work.
    - 25% due when contractor achieves 25% completion of EST rehabilitation.
    - 25% due when contractor achieves 50%completion of EST rehabilitation.

- 25% due when contractor achieves substantial completion of EST rehabilitation.

This proposal is valid for 90 days. The terms of payment shall be Net 30 days from the date on the invoice. If the project is cancelled anytime after award, payment will be made according to the following terms:

OWNER reserves the right to cancel any order or agreement with the ENGINEER, in whole or in part, at any time and for any reason, by providing written notice to the ENGINEER. The cancellation shall be effective as of the date specified in the notice of cancellation. In the event of cancellation, the ENGINEER shall be entitled to payment for all goods delivered and services, including engineering performed up to the effective date of cancellation, including raw materials or work-in-progress specifically produced or acquired for the order.

The ENGINEER agrees that total fees will not exceed $127,500 without prior approval from the City.



James Billings
Business Development Manager
Cell: 979.219.5736
Email: James@dunhamengineering.com

_____
OWNER

By:_____
Date:_____

Above pricing includes all costs associated with travel, labor, insurance, tools and equipment. Each tank inspection will require approximately one hour. The tank is not required to be drained for the inspection.

We have endeavored to conduct the services identified herein in a manner consistent with that level of care and skill ordinarily exercised by professionals in this field currently practicing under similar conditions as this project. No other representation, expressed or implied, is included or intended in this document. If you should have any questions or require more information, please call our office anytime.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Approve Resolution 2026-48, a Resolution of the City Council of the City of Tomball, Texas, approving the Gas Master Plan; and Providing an Effective Date.

Background:
Funding was allocated in the FY 2022-2023 budget to complete Phase I of the Gas Master Plan which was completed in September 2023. Additional funding was allocated in Fiscal Year 2023-2024 budget to complete Phase II of the Gas Master Plan, and a contract was executed with Engineered Utility Solutions, Inc. on February 5, 2024 to prepare the study and final report for adoption.

During the Fiscal Year 2025-2026 budget workshops, staff presented proposed Capital Improvement Projects that were included in the adopted 2026-2030 Capital Improvement Plan, adopted by City Council on August 18, 2025 (Resolution No. 2025-36). The final Gas Master Plan includes all projects included in the adopted Capital Improvement Plan over the next five years.

This Resolution approves the Gas Master Plan that serves to address the City's growth and helps the City adequately plan, prepare, and provide for the health, safety, and well-being of the City's citizens.

Origination: Project Management

Recommendation:

Staff recommends approving Resolution 2026-48 approving the Gas Master Plan.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

RESOLUTION NO. 2026-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS APPROVING THE GAS MASTER PLAN; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * *

WHEREAS, the City Council of the City of Tomball, Texas (the "City"), approved prior funding to complete a Gas Master Plan; and

WHEREAS, the City of Tomball completed Phase I of the Gas Master Plan in September 2023; and

WHEREAS, funding was allocated in the Fiscal Year 2023-2024 budget to complete Phase II of the Gas Master Plan, and a contract was executed with Engineered Utility Solutions, Inc. on February 5, 2024 to prepare the study and final report; and

WHEREAS, the City of Tomball included proposed Capital Improvement Projects in the Fiscal Year 2026 – 2030 Capital Improvement Plan and adopted by Resolution Number 2025-36 on August 18, 2025; and

WHEREAS, the City Council desires to adopt the completed Gas Master Plan, attached as Exhibit A, to address the City's growth rate and need to adequately plan, prepare, and provide for the health, safety, and well-being of the City's citizens;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS,

Section 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as fundings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. The City Council of the City of Tomball hereby approves the Gas Master Plan, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3. The City Council 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 and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND RESOLVED this ___ day of January 2026.

Lori Klein Quinn
Mayor

ATTEST:

Thomas Harris III
City Secretary

CONFIDENTIAL: FOR CITY PERSONNEL ONLY

Natural Gas System

Master Plan Phase II
Final Model & Master Plan Report
Volume I

August 26, 2025

Prepared by:

EUSI
Engineered Utility Solutions, Inc.
Texas Registered Firm F-20659

STATE OF TEXAS
DIANA PEROSSA
125384
LICENSED PROFESSIONAL ENGINEER

August 29, 2025

Table of Contents

Background 5
Scope of Work 5
Approach 6
Capital Improvement Plan 9
Overview of Capital Improvement Projects 64
CIP Category 1 Projects: System Strengthening 64
CIP Category 2 Projects: System Resiliency 66
CIP Category 3 System Growth Projects 66
System Needs and Recommendations 67
Station Design Requirements 67
Funding Mechanisms 68
System Growth 70
Generator Backup Supply 71
Station Maintenance 72
Field Verification 73
Remote Monitoring 73
GIS Best Practices 73
Construction and Design Best Practices 74
Master Plan Maintenance 76

See Volume II for Appendices

List of Exhibits

Exhibit 1: Existing System Map 10
Exhibit 2: Existing System Pressure Ranges 11
Exhibit 3: Risks with Existing System 12
Exhibit 4: Pressure Ranges after Adding Project 1 (City Gate 4) 13
Exhibit 5: Side by Side Comparison: System without CG4 and with CG4 14
Exhibit 6: What Happens after City Gate 4 is Added and North Station Goes Offline? 15
Exhibit 7: Side by Side Comparison with North Gate Offline: System without CG4 and with CG4 16
Exhibit 8: Project 2 (SH249 from Grand Pkwy/Rocky Rd to Holderreith) 17
Exhibit 9: Future System Pressures with Project 2 (SH249 from Grand Pkwy/Rocky Rd to Holderreith) 18
Exhibit 10: Project 3(Zion Rd. from Raleigh Creek Dr. & E. Huffsmith Rd.) 19
Exhibit 11: Future System Pressures with Project 3 (Zion Rd. from Raleigh Creek Dr. & E. Huffsmith Rd.) 20
Exhibit 12: Project 4 (FM2978 between Zion/E Hufsmith and FM2920) 21
Exhibit 13: Future System Pressures with Project 4 (FM2978 between Zion/E Hufsmith and FM2920) 22
Exhibit 14: Project 5 (SH249 from Brown Rd to FM2920) 23
Exhibit 15: System Pressures with Project 5 (SH249 from Brown Rd to FM2920) 24
Exhibit 16: Project 6 (SH249 from Service Center Rd to Holderreith) 25
Exhibit 17: Project 6 (SH249 from Service Center Rd to Holderreith) 26
Exhibit 18: Project 7 (Calvert Rd from FM 2920 to Humble Rd/Medical Complex Dr) 27
Exhibit 19: Future System Pressures with Project 7 (Calvert Rd from FM 2920 to Humble Rd/Medical Complex Dr) 28
Exhibit 20: Project 8 (Agg Rd from S Cherry St to S Persimmon St) 29
Exhibit 21: Future System Pressures with Project 8 (Agg Rd from S Cherry St to S Persimmon St) 30
Exhibit 22: Project 9 (W Hufsmith – Cherry St – E Hufsmith Interconnects) 31
Exhibit 23: Future System Pressures with Project 9 (W Hufsmith – Cherry St – E Hufsmith Interconnects 32
Exhibit 24: Project 10 (SH 249 6" North of Medical Complex to Alice Rd) 33
Exhibit 25: Future System Pressures with Project 10 (SH 249 N of Medical Complex Dr to Alice Rd) 34
Exhibit 26: Project 11 (Holderreith Rd 6" between SH 249 & Humble Rd) 35
Exhibit 27: Future System Pressures with Project 11 (Holderreith Rd 6" between SH 249 & Humble Rd) 36
Exhibit 28: Project 12 (Calvert Rd 6" from Medical Complex Dr to Humble Rd) 37
Exhibit 29: Future System Pressures with Project 12 (Calvert Rd 6" from Medical Complex Dr to Humble Rd) 38
Exhibit 30: Project 13 (Zion Rd between SH 249 and Alice Ln) 39
Exhibit 31: Future System Pressures with Project 13 (Zion Rd between SH 249 and Alice Ln) 40
Exhibit 32: Project 14 (School St. 4" Crossing at Medical Complex Dr.) 41
Exhibit 33: Future System Pressures with Project 14 (School St. 4" Crossing at Medical Complex Dr.) 42
Exhibit 34: Project 15 (W Main St at N Elm St Interconnect) 43
Exhibit 35: Future System Pressures with Project 15 (W Main St at N Elm St Interconnect) 44
Exhibit 36: Project 16 (S. Persimmon St. 6" between FM 2920/N Main St & Sutton Ln) 45
Exhibit 37: Future System Pressures with Project 16 (S. Persimmon St. 6" between FM 2920/N Main St & Sutton Ln) 46
Exhibit 38: Project 17 (Quinn Rd/Julia Rd 2" Interconnect) 47
Exhibit 39 :Future System Pressures with Project 17 (Quinn Rd/Julia Rd 2" Interconnect) 48
Exhibit 40: Project 18 (FM2920 6" from Telge Rd to SH249) 49
Exhibit 41: Future System Pressures with Project 18 (FM2920 6" from Telge Rd to SH249) 50
Exhibit 42: Project 19 (Tomball Cemetery Rd. 6" between Brown Rd. & FM 2920) 51
Exhibit 43: Future System Pressures with Project 19 (Tomball Cemetery Rd. 6" between Brown Rd. & FM 2920) 52
Exhibit 44:Project 20 (Baker Rd 6" from Tomball Cemetery Rd to Keen Rd) 53
Exhibit 45: Future System Pressures with Project 20 (Baker Rd 6" from Tomball Cemetery Rd to Keen Rd) 54
Exhibit 46: Project 21 (Boudreaux 6" between Hamish Rd and Telge Rd) 55

Exhibit 47: Future System Pressures with Project 21 (Boudreaux 6" between Hamish Rd and Telge Rd) *56*
Exhibit 48: Project 22 (Telge Rd 6" from SH 99 to FM2920) *57*
Exhibit 49: Future System Pressures with Project 22 (Telge Rd 6" from Boudreaux to FM2920) *58*
Exhibit 50: Project 23 (Humble Rd 6" from Calvert to Telge Rd) *59*
Exhibit 51: Future System Pressures with Project 23 (Humble Rd 6" from Calvert to Telge Rd) *60*
Exhibit 52: Project 24 (Park Rd. 2" between Brown Rd. & FM 2920) *61*
Exhibit 53: Future System Pressures with Project 24 (Park Rd. 2" between Brown Rd. & FM 2920) *62*
Exhibit 54: Overall Master Plan System Map *63*
Exhibit 55: System Map with Pipelines Included *64*
Exhibit 56: Category 1 Overall Layout *65*
Exhibit 57: Category 2 Overall Layout *66*
Exhibit 58: Category 3 Overall Project Layout *67*
Exhibit 59: Capacity Study Requirements *71*
Exhibit 60: System Updates Process Flow *76*

Background

Engineered Utility Solutions, Inc (EUSI) has been contracted by the City of Tomball to execute Phase 2 of the Natural Gas System Master Plan. Together with the City gas team, EUSI has extensively studied the existing natural gas system to further refine the preliminary hydraulic baseline model developed in the previous Phase 1 project. Several variables and qualifiers were utilized to derive the Phase I project.

Scope of Work

The scope of work for Phase 2 of the Natural Gas System Master Plan is outlined below

- Troubleshoot the existing natural gas system using the preliminary baseline model to identify target locations for in-depth research.
- Revise the preliminary baseline model to reflect research and field verification updates in order to reduce variables and qualifiers from the Phase I project.
- Generate strategic growth, replacement and improvement plan concepts for the natural gas system.
- Develop a comprehensive 5-Year Master Plan for the natural gas system.

A refined baseline model calibrated to real-world system performance was also a key objective of this project. This would yield a reliable system forecasting tool that would be utilized to perform capacity studies for the City on an as-needed basis under a separate contract to help support the City's continued strategic growth and improvements. The objective is a strategic 5-year master plan. The deliverable is based on the refined model system forecasts, anticipated system growth, weaknesses identified in the model and is intended to align with the water and wastewater master plans.

Additionally, our team collaborated closely with the City gas team during peak system conditions and extreme weather events to monitor the real-world system for the express purpose of calibrating the model to mirror real system responses. Below is an illustration of the pertinent system conditions:

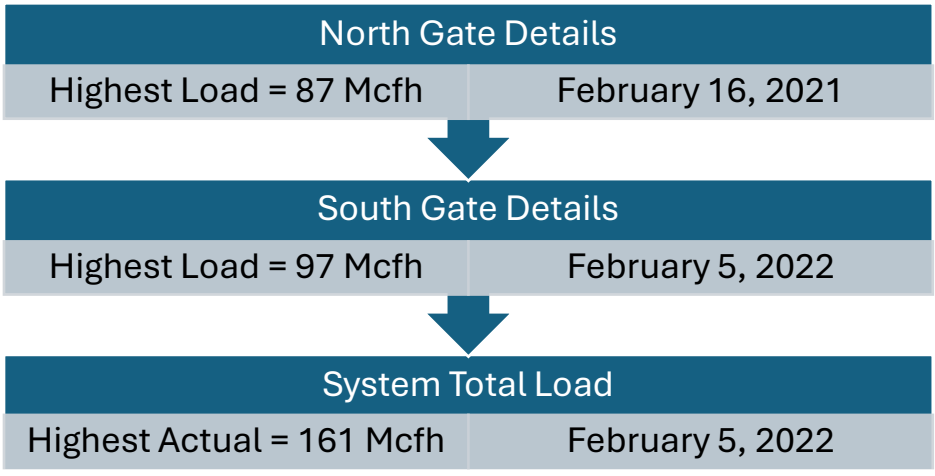


Figure 1: System Peak Condition Details

This natural gas distribution system is supplied by two City Gate Stations. The two stations have not experienced their peak demand at the same time. For modeling purposes, we focused on the average of the top five (5) system loads which yields an actual highest load of 180 Mcfh. This means the system has delivered an average of 180 Mcfh during peak demand conditions.

For purposes of this report, the City gas team refers to the Public Works Director, City Engineer, Assistant Public Works Director, Utilities Superintendent, Natural Gas Foreman, Project Manager and Project Assistant.

Approach

Our team kicked off this scope by requesting updated information for City Gate station load conditions (volumes and pressures received), GIS map updates and customer load conditions since Phase 1. Station Data was provided for August 2022 to March 2024. GIS shapefile was provided as current up to April 20, 2024. Customer Data was provided for May 2022 to March 2024. These items were incorporated into our files from the Phase 1 task to update all pertinent details of the model. It was noted that the GIS shapefile was not up to date since our team was aware of new facilities that were active as of April 2024 that were not represented in the GIS shapefile. For modeling purposes, our concepts focus on a natural gas load of 25% greater capacity than the system has experienced. This approach ensures adequate capacity for future growth is properly accounted for in our results and recommendations. Therefore, the maximum load condition modeled is 225 Mcfh.

Next, we reviewed the model closely with the City gas team to determine locations where the system map may not resemble the existing physical system accurately. We started by identifying key areas of concern which yield questionable results the EUSI team wanted to confirm during peak load conditions. Those areas are as follows:

- Lawrence Dr between Graham Dr and Medical Complex Dr
- Graham Dr from east of SH 249 (alley behind HEB) to Holderreith Blvd
- Medical Complex Dr from east of SH 249 to Commercial Park
- Quinn Rd at Zion Rd

City personnel realized the model incorrectly applied two large customer loads to the Lawrence Dr 2” main when they, in fact, were served respectively from the main on Graham Dr and Medical Complex Dr. This update to our model balanced the load and no longer showed the Lawrence Dr main as reaching or lacking capacity with the assigned loads. With this finding, we were able to emphasize a Phase 1 concern regarding the lack of detailed service records to accurately depict how the individual services are connected to the system mains. Our team used an automated process to assign the nearest mains adjacent to a service address. In this case, the addresses in question were Holderreith Dr addresses in a medical complex where the City gas team had working knowledge of meter locations and was able to assist us in accurately depicting the tap locations for the services in question. We then reviewed other weak areas of the system with the Gas Foreman to help identify other locations where service tap locations

may be inaccurate. At that time, no additional services were found to be incorrect per memory. Note: for the purposes of this report, system weaknesses refer to portions of the system that experience significant pressure drop when the model is loaded to a critical demand condition. It should also be noted that the City gas team did not have the personnel or monetary resources needed to evaluate the location of each service meter by field verification which would be the next appropriate method when service cards do not exist to document pertinent service information.

The EUSI team reviewed the existing City GIS to develop a list of plans and as-built records needed to thoroughly evaluate the accurate connectivity of system mains. This list was provided to the City gas team and is included in this report as Table 4. The City gas team researched their records and provided all available information. A large number of the mains reference a file path that does not exist and a file that is not known to the current City gas team members. The purpose of this extensive research was to confirm system ties, pipe diameters, material type and any other viable information that would affect the model. All information provided to our team was evaluated and the model was updated to reflect all findings. By verifying as much as possible in this manner, we were able to minimize the number of locations where field verification was needed. This was a cost-effective approach in order to minimize the time and money spent to field verify every main in the natural gas system.

Once we completed the records research, we generated a list of key system ties for the City to field verify. During the Phase 1 scope, we identified that the City GIS maps do not adequately track system ties; therefore, at every location where two main lines intersect an assumption had to be made. These assumptions were made with input from the Gas Foreman. The purpose of reviewing as-built plans was to confirm as many system ties as possible without the need to expose every main line intersection in the field to confirm if the lines are tied. We took the updated model and checked all main lines that we considered weak or critical to identify which assumptions warranted a field verification. Our team then generated a standard field verification form for use in documenting these requests and findings. A fillable PDF form was developed that has now become a City form to be used as a standard form to document all field verifications for all their utilities. Despite developing a standardized approach for documenting field verifications, we were not able to obtain any field verification for the three areas of interest that were submitted to the City. It is important to note that City personnel did attempt a field verification at each location; however, the locations in question were found to be under pavement or driveways. City staff did expose the mains but did so adjacent to the area needed and did not physically locate the tie-ins which was the target information needed. Therefore, we did not pursue further field verifications.

Due to budget deadlines for FY25, our team shifted focus to capital improvement project recommendations for FY25 based on the model updates at that time as well as numerous discussions regarding the operations and maintenance of the natural gas system since Phase 1. Our team prepared a list of recommendations for FY25 which would strengthen areas of concern in the model. We worked closely with the City gas team to identify the highest priority

concern that the master plan should address. The weakest portion of the system is the supply provided to the North City Gate and the immediate area served by this vulnerable station during peak demand conditions. It is in the City's best interest to design and build another City Gate station to offset system dependency on the North City Gate. At the time the FY25 budget was being developed, our team recommended six total projects which were taken under consideration by the City gas team and presented to Council for consideration. Refer to Table 5 for a list of these recommendations. Note: refer to Table 6 for the final approved FY25 budgeted projects.

With FY25 CIP budgeted, we continued to increase our confidence in the model by working closely with the gas superintendent to confirm the model reliability in forecasting the system like the real-world responses. Once we were confident the model mimics the real system, we began an extensive and iterative modeling process to develop a master plan for the system. Our team started this by identifying the system needs first and then modeling scenarios with the concept improvements individually to determine the most cost-effective sequencing of the concept improvements. We used the hydraulic modeling software to determine the most cost-effective pipe sizes as well. The results were then broken up strategically into a fiscal year and we presented the City gas team with a draft master plan concept that illustrated the improvements and their respective costs by fiscal year. After careful review and several discussions with the City gas team, we developed our master plan without assigning a fiscal year to the projects, but instead assigning a sequence since budget constraints will drive these projects. It became clear during these conversations that funding mechanisms for these projects will require guidance and a strategic plan as well. At this time, our team conducted extensive research to determine how other municipalities develop their rates to fund capital improvement projects. We discovered that very few municipalities strategically develop their rates to capture future projects. In fact, very few are strategically planning their growth and limit their system improvement to reacting to developer driven needs. In Texas, CPS Energy and the City of Corpus Christi are the municipalities that we are aware of who have a strategic plan driving their system growth. Investor-owned utilities and private local distribution companies (LDCs) strategically plan their growth and systematically review their rates to ensure the rates they receive not only fund the operating and maintenance needs but also their capital improvement needs. Details of our findings were discussed directly with the City gas team.

Since the detailed iterative modeling process, we used to develop a strategic master plan for the natural gas system was so extensive, we reached the FY26 budget deadline before our master plan was completed and ready to present to Council. Therefore, we focused on identifying our top 10 recommendations and presented an updated master plan concept that illustrated the ten highest system recommendations and their respective costs. As of the time of this report, we do not know what, if any, projects were approved and budgeted for FY26. Our recommendations were provided to the City gas team together with modeling results to help justify the need for each project.

Upon completing the FY26 budget recommendations for the natural gas system, we continued the iterative modeling process to prioritize all 24 recommended improvements. Our team then quality checked the final priority sequence as well as proposed pipe diameters to ensure the most cost-effective concepts are presented in this master plan.

Capital Improvement Plan

The following exhibits represent the natural gas system master plan. Each project contains a concept layout together with the modeling results that demonstrate the system impacts as well as the anticipated costs associated with each project. Our team has carefully analyzed the benefits from each recommendation to determine the most effective construction priorities to ensure a reliable gas system. These projects are divided into the following three categories:

- Category 1: System Strengthening Projects
- Category 2: System Resiliency Projects
- Category 3: System Growth Projects

A detailed explanation of each recommendation category follows the master plan exhibits.

Exhibit 1: Existing System Map

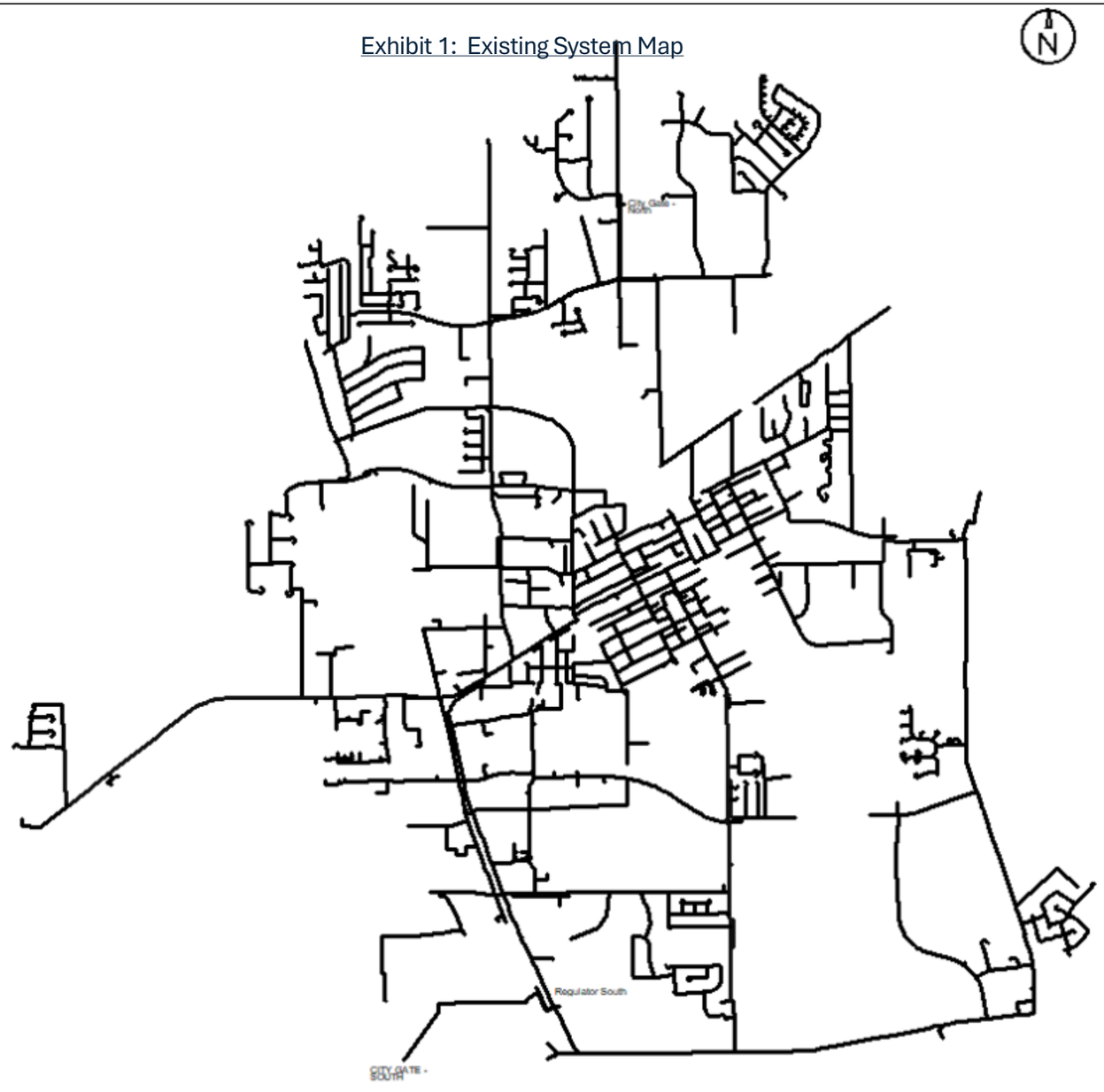
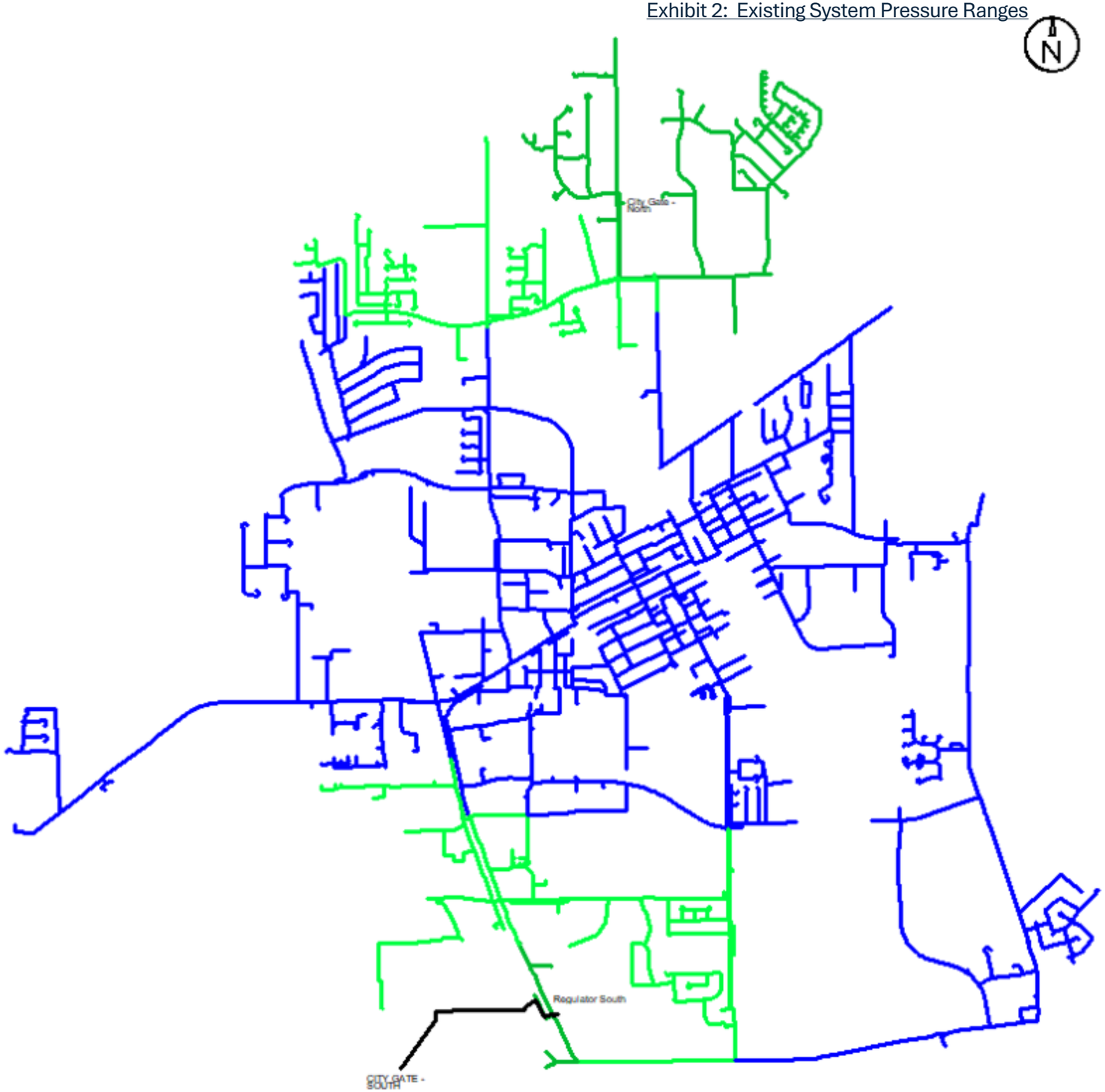


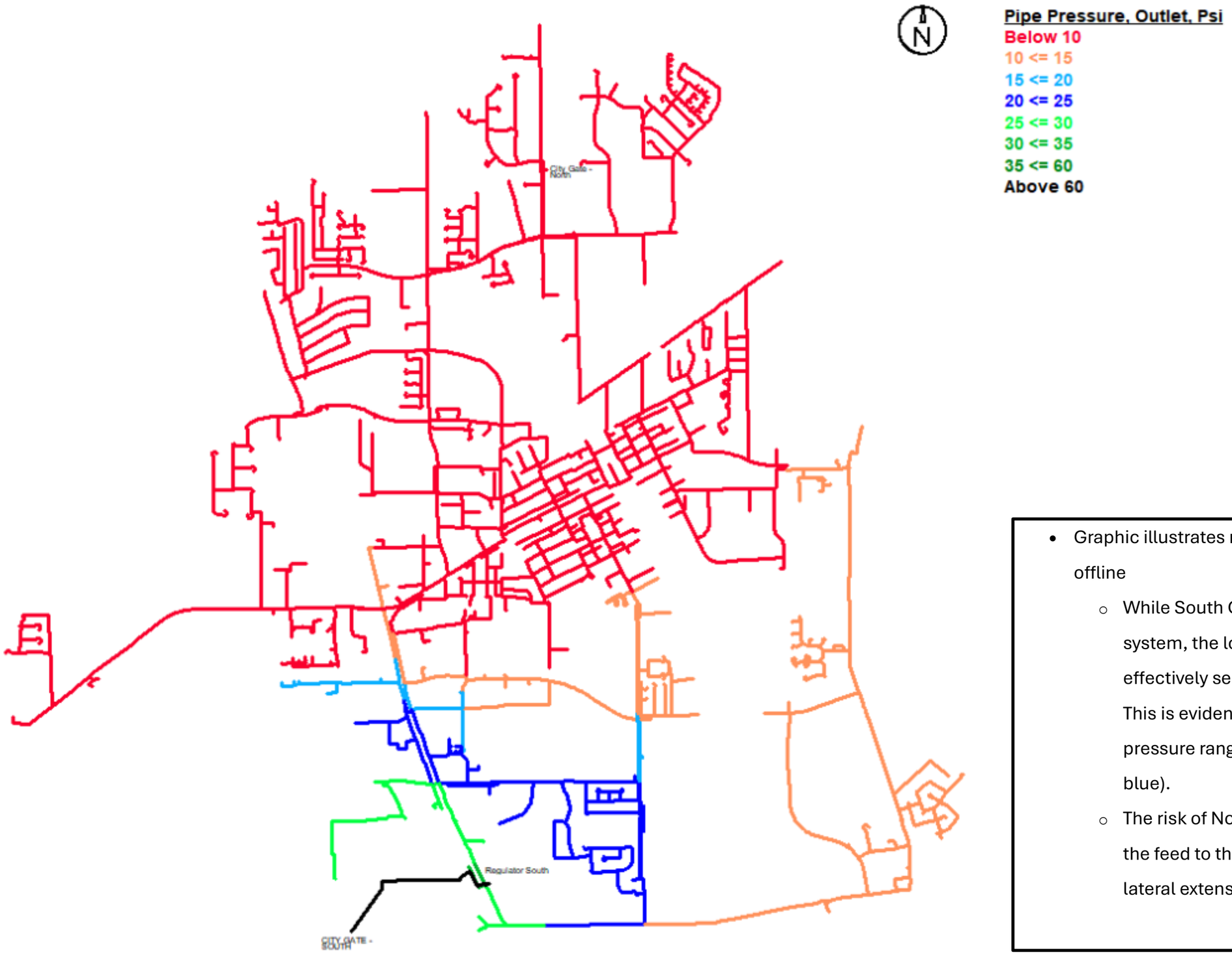
Exhibit 2: Existing System Pressure Ranges



- Graphic illustrates existing system under maximum load conditions
  - Growth is occurring in areas where the system operates at lower pressure ranges (blue color range)
  - As new industrial and commercial loads are added, we increase the potential of decreasing pressure ranges in the system.
  - Another trend that threatens the system is backup generators which are fueled by natural gas. These additional loads will also increase the potential of decreasing pressure ranges in the system.

Note: Grand Parkway CG portion not shown since it is not tied to main system.

Exhibit 3: Risks with Existing System



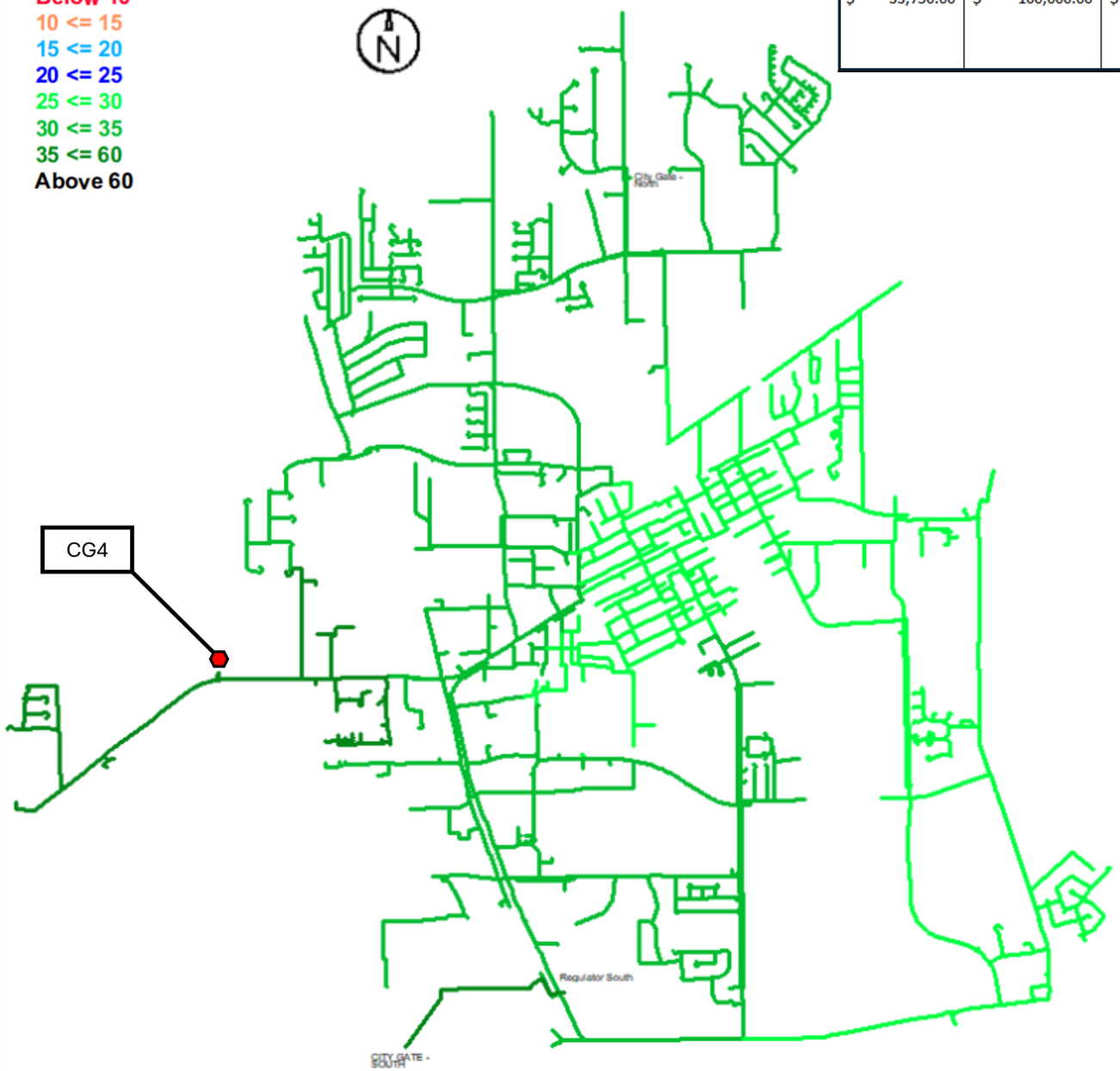
Pipe Pressure, Outlet, Psi

- Below 10
- 10 <= 15
- 15 <= 20
- 20 <= 25
- 25 <= 30
- 30 <= 35
- 35 <= 60
- Above 60

- Graphic illustrates results if North Gate goes offline
  - While South Gate can supply the entire system, the load is too great to effectively serve all customers reliably. This is evidenced by the drastic drop in pressure ranges (red, orange and light blue).
  - The risk of North Gate is moderate since the feed to the station is at the end of a lateral extension from a pipeline.

Exhibit 4

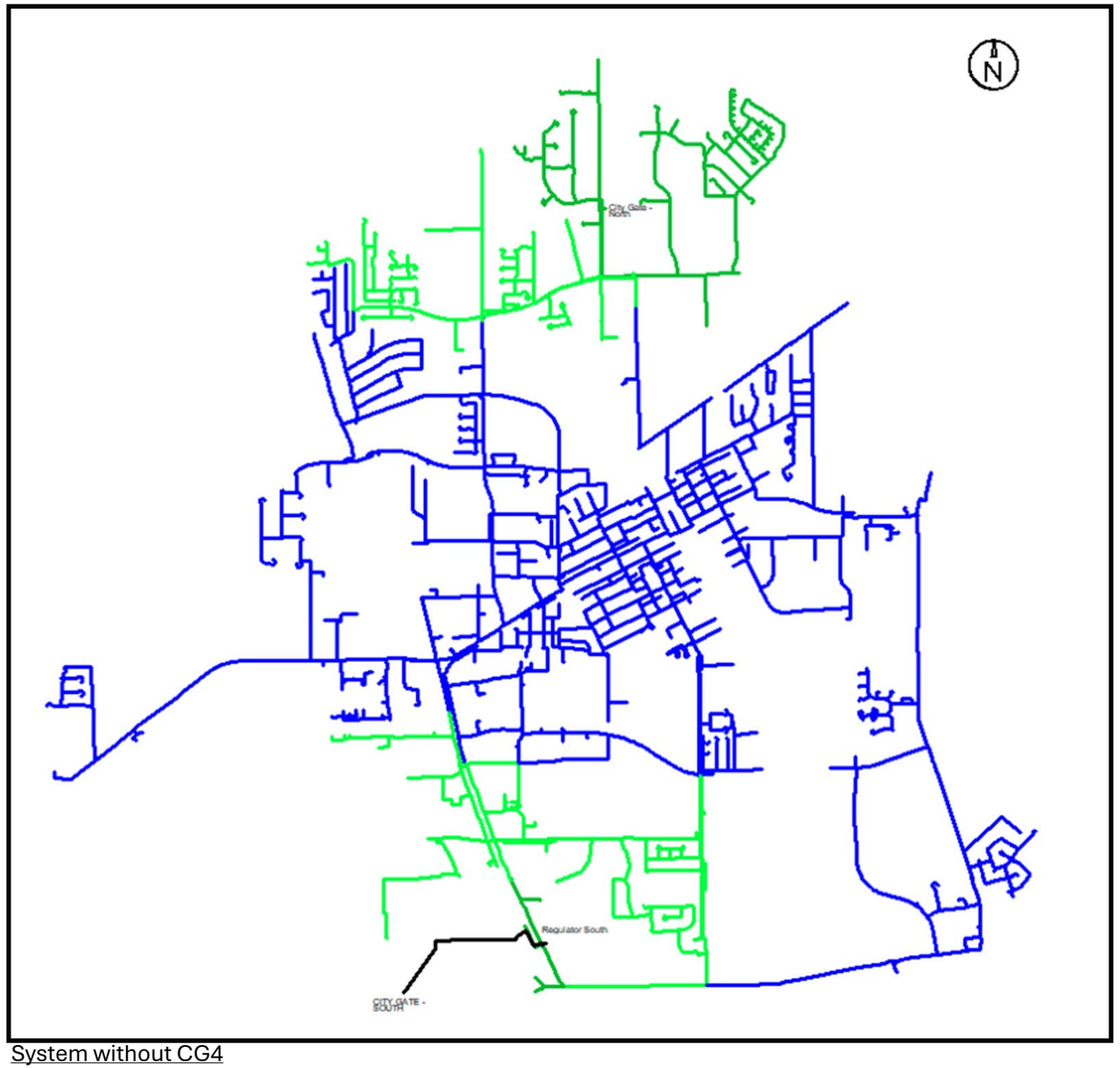
Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ 33,750.00	$ 100,000.00	$ 750,000.00	$ 220,937.50	$ 1,104,687.50	Acquire 50' x 50' site off FM2920. just west of Treichel Rd; Includes design, construction and commissioning of new station and system tie-in design. Engineering inludes coordinating design, tap, and tie-in with Kinder Morgan; prepare plans for new city gate station; engineering support with bidding, construction and as-built processes. Kinder Morgn tap costs included.



- Graphic illustrates results of adding a new city gate along FM 2920.
  - This strategic location is the most viable way to effectively introduce new gas feed into the City's system.
  - This is meant to counter the risk of North Gate going offline.
  - While other options to address this exist to counter the risk of losing the supply from North Gate; this one allows a solution to be activated within one fiscal year.
- We have proposed a maintenance project that will improve pressure limitations resulting from the DRS. Since this is a maintenance project, details of this are not incorporated in the master plan. Results shown assume these maintenance improvements are in effect when CG4 goes live.

Note: FY25 projects are also assumed live at the time CG4 is activated.

Exhibit 5: Side by Side Comparison: System without CG4 and with CG4



System without CG4

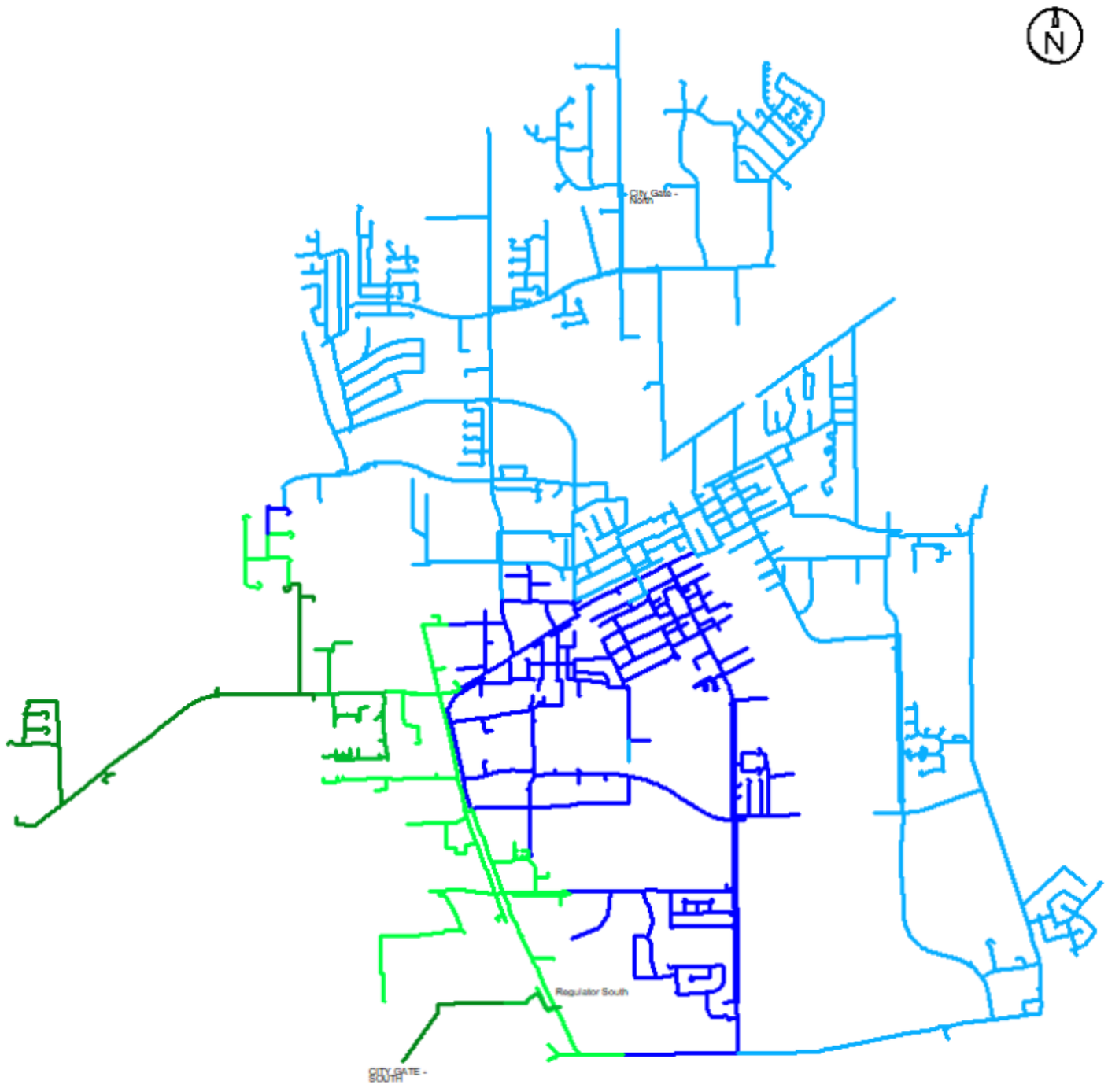


System with CG4

Pipe Pressure, Outlet, Psi

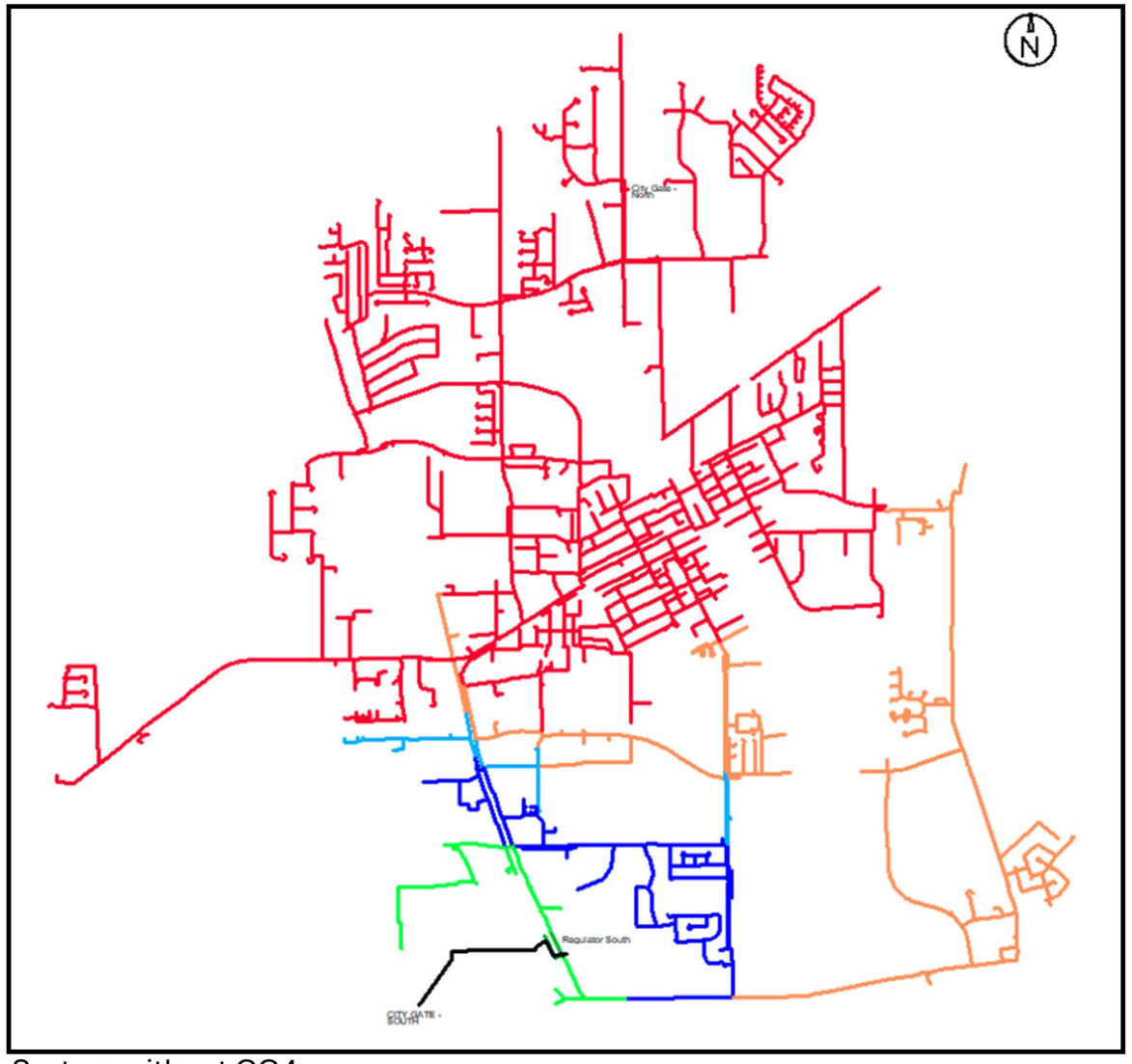
- Below 10
- 10 <= 15
- 15 <= 20
- 20 <= 25
- 25 <= 30
- 30 <= 35
- 35 <= 60
- Above 60

Exhibit 6: What Happens after City Gate 4 is Added and North Station Goes Offline?

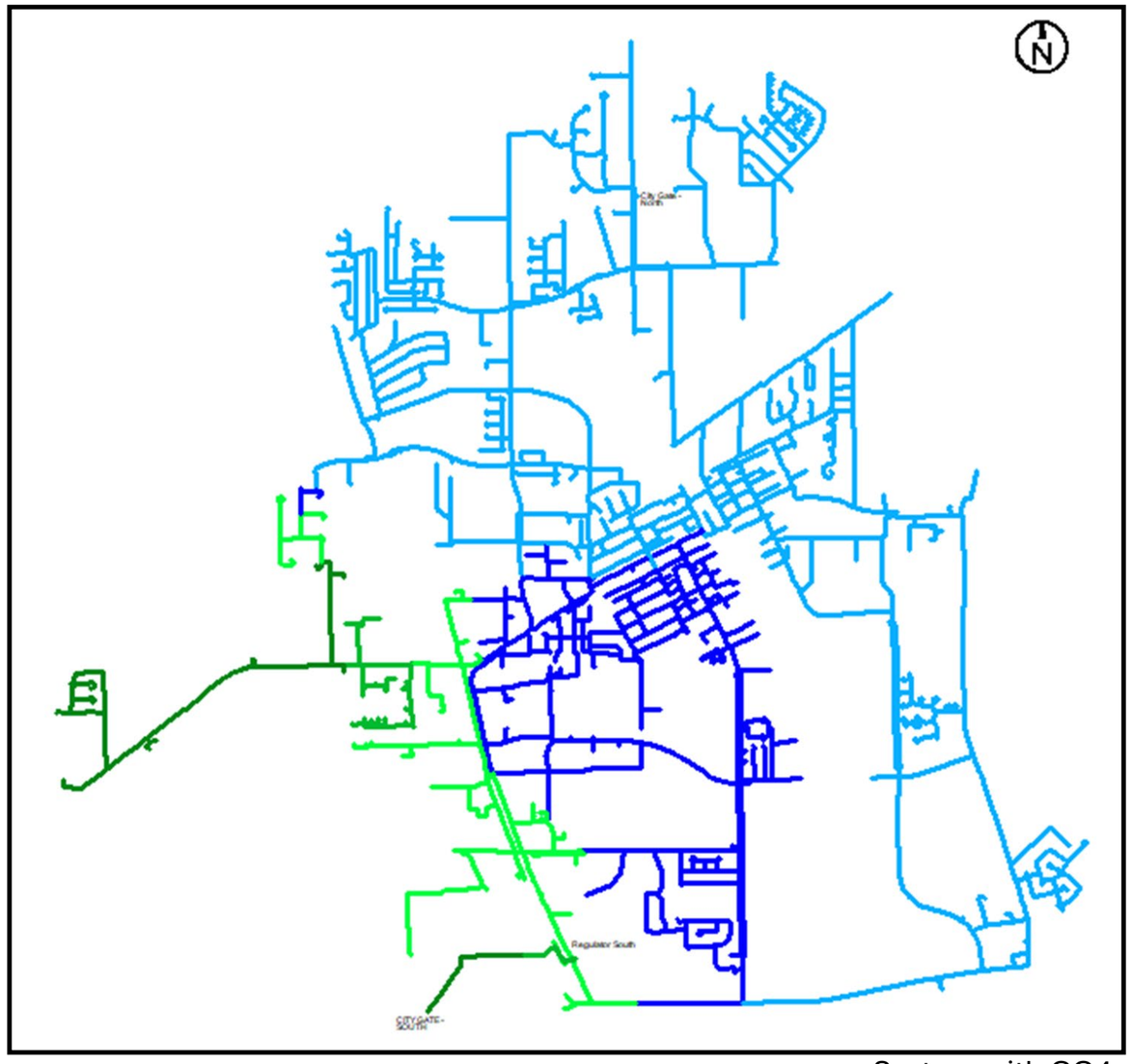


- Graphic simulates how the system will perform after City Gate 4 is activated if the North Gate goes offline.
  - This illustrates how effective this new source of gas makes the gas system.

Exhibit 7: Side by Side Comparison with North Gate Offline: System without CG4 and with CG4



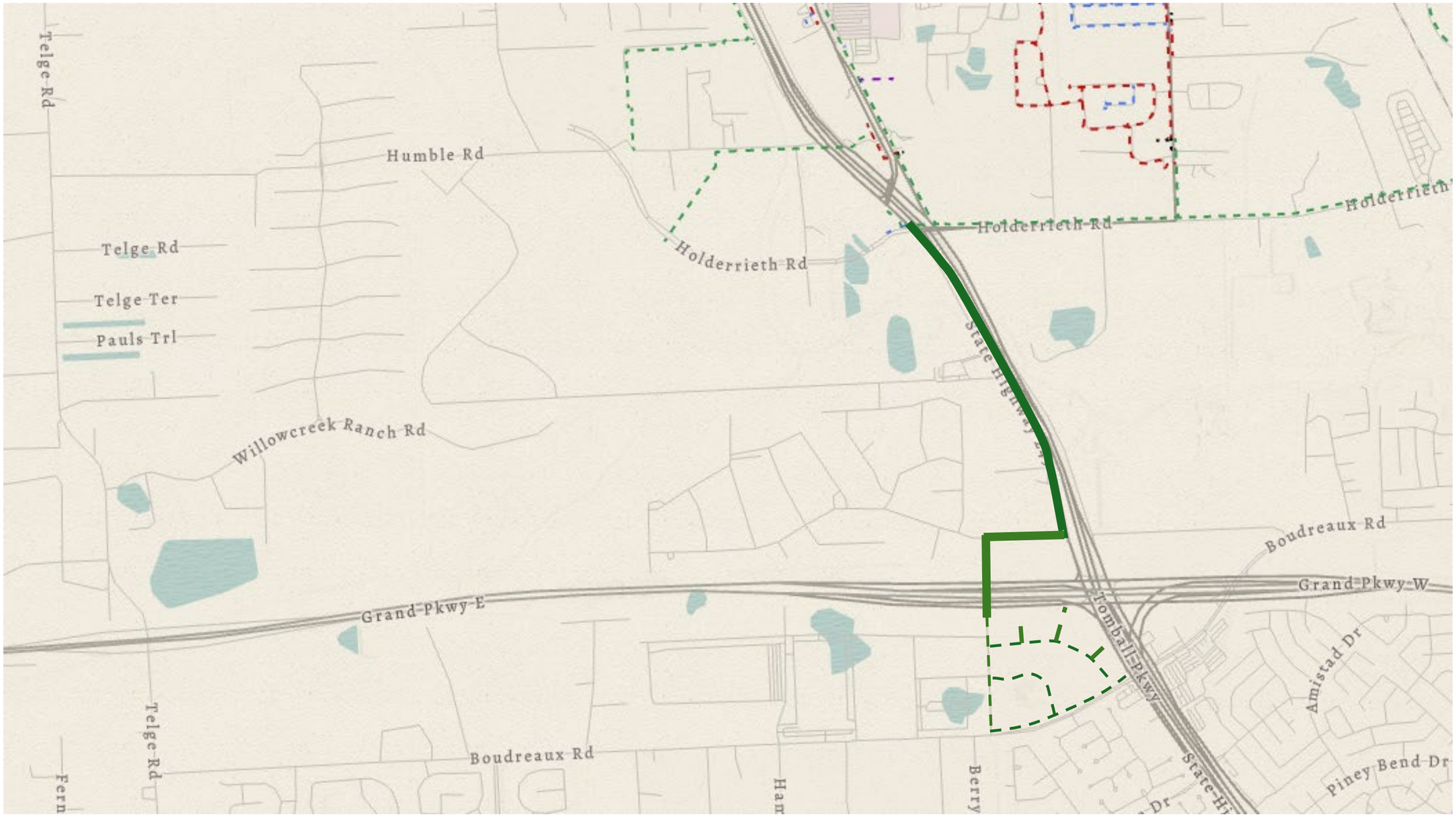
System without CG4



System with CG4

Pipe Pressure, Outlet, Psi
Below 10
10 <= 15
15 <= 20
20 <= 25
25 <= 30
30 <= 35
35 <= 60
Above 60

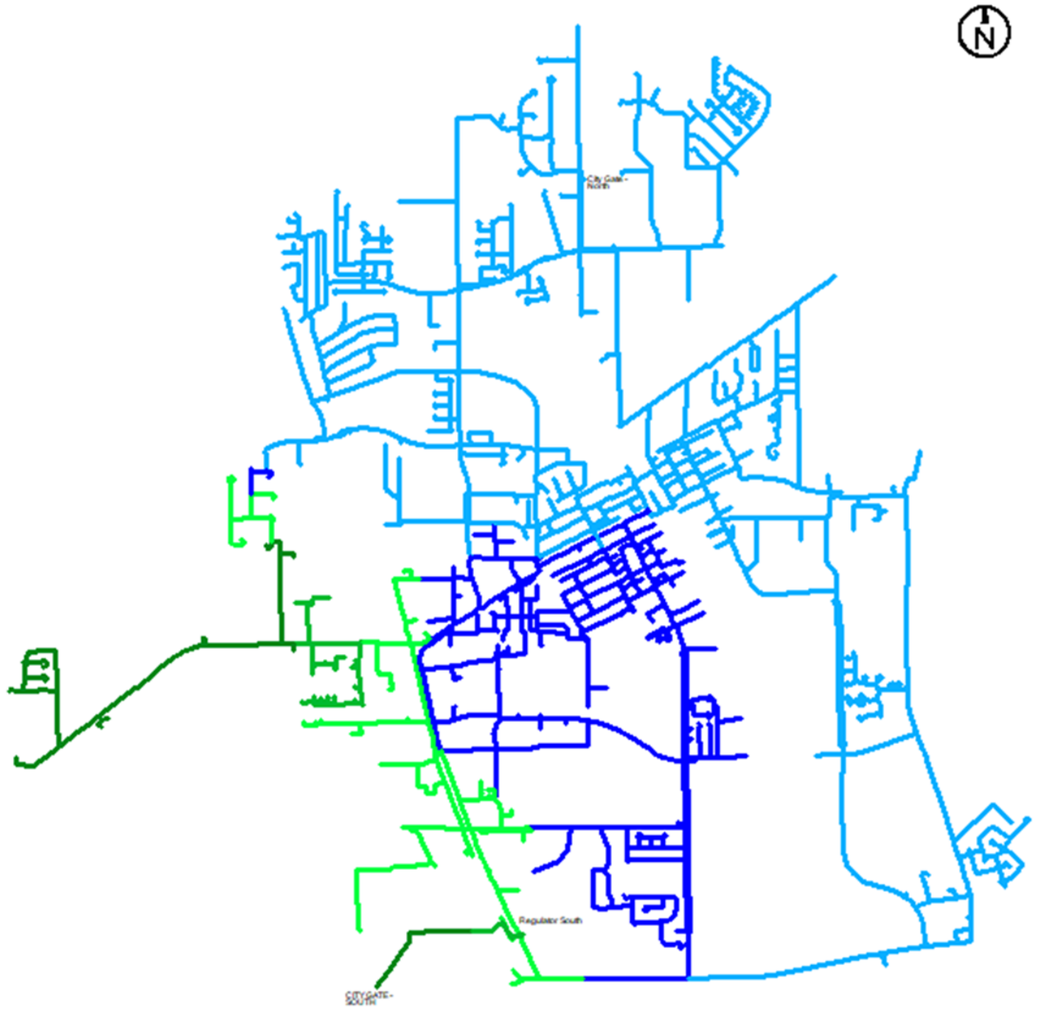
Exhibit 8: Project 2 (SH249 from Grand Pkwy/Rocky Rd to Holderreith)



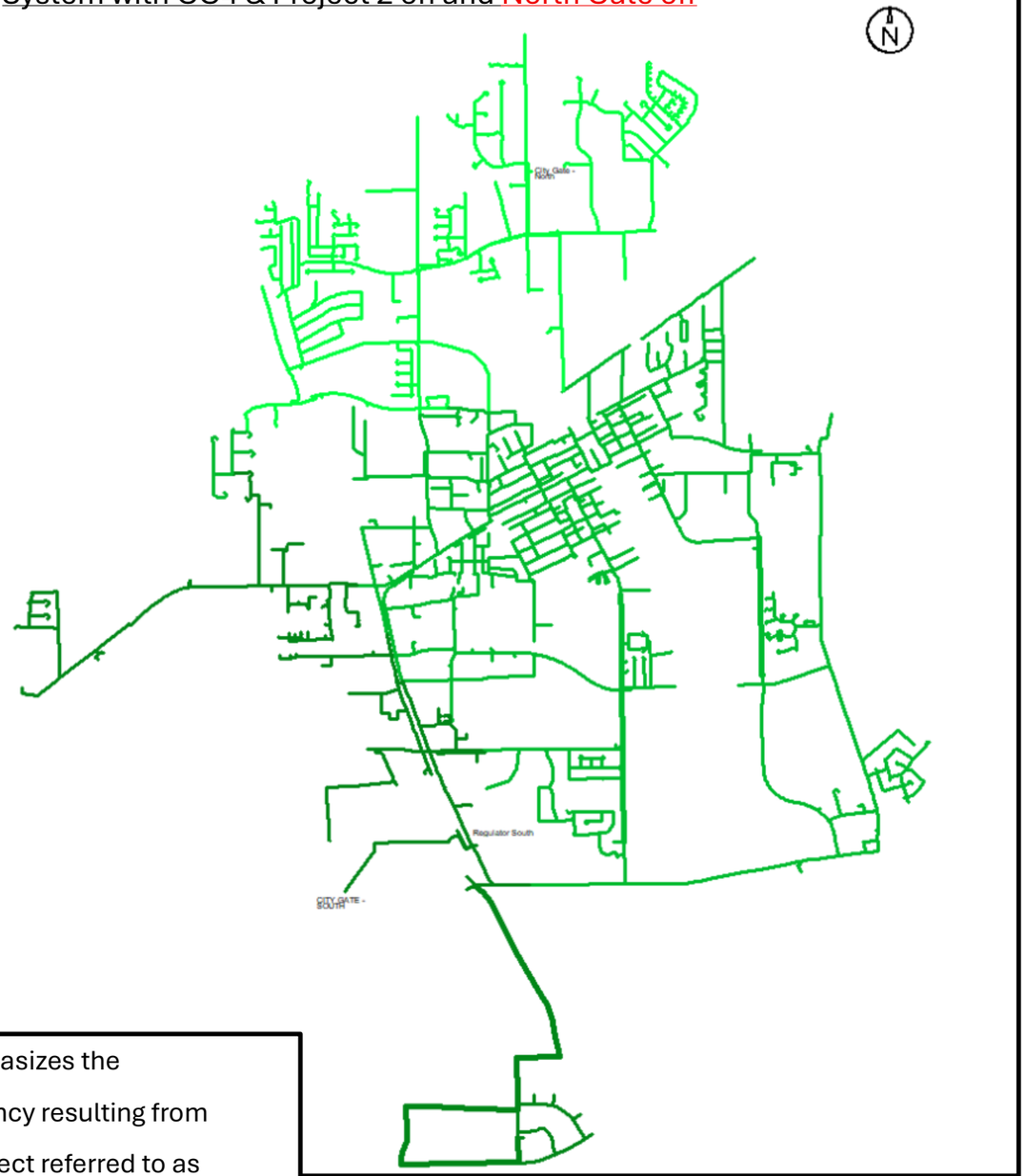
Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
	$ 202,150.00	$ 1,396,675.00	$ 399,706.25	$ 1,998,531.25	Design and construct 7,550 LF of 6" poly to allow Grand Pkwy Gate gas supply to feed into the main system as well as continue the 6" inner loop along SH 249; Engineering supports City with bid, construction and as-built phases. 6" inner loop addresses system reliability concerns.

Exhibit 9: Future System Pressures with Project 2 (SH249 from Grand Pkwy/Rocky Rd to Holderreith)

System with CG4 on (without Project 2) and North Gate off



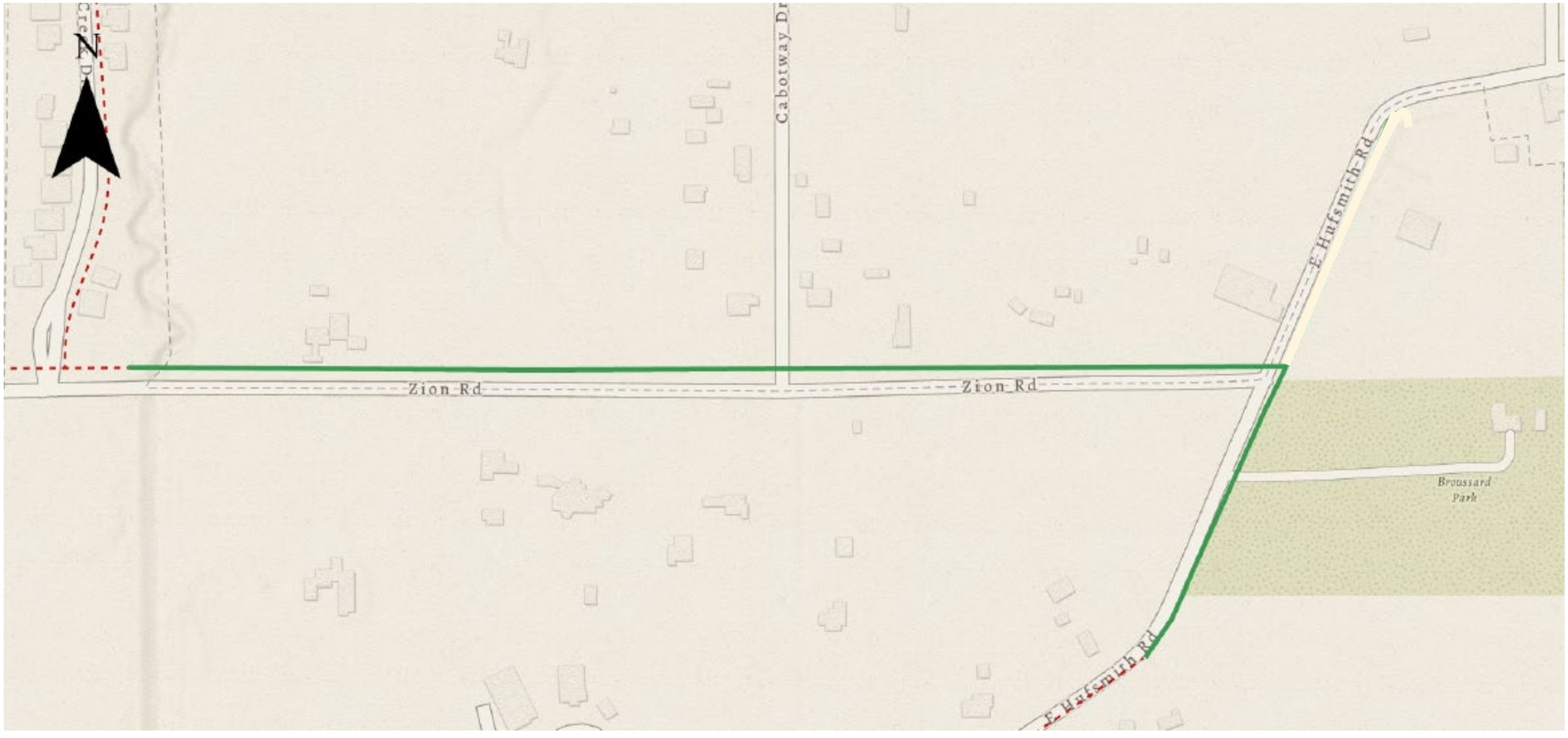
System with CG4 & Project 2 on and North Gate off



Pipe Pressure, Outlet, Psi
Below 10
10 <= 15
15 <= 20
20 <= 25
25 <= 30
30 <= 35
35 <= 60
Above 60

Side by side comparison emphasizes the improvement to system resiliency resulting from adding CG4 and this interconnect referred to as Project 2.

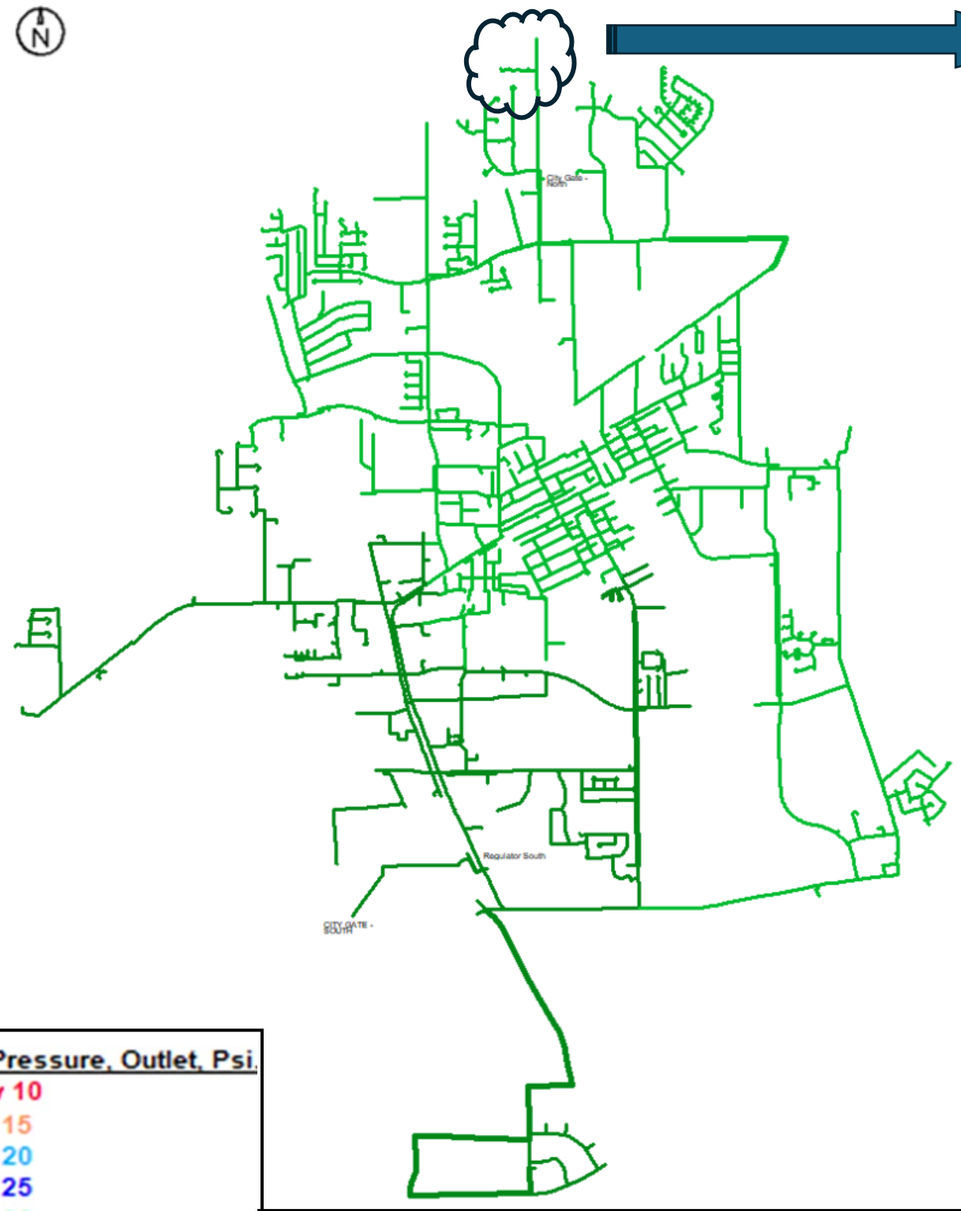
Exhibit 10: Project 3(Zion Rd. from Raleigh Creek Dr. & E. Huffsmith Rd.)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 106,250.00	$ 792,000.00	$ 224,562.50	$ 1,122,812.50	Design and construct 4,000 LF of 6" poly to create a 2-way feed on the northeast side of the City as well as a begin the process of completing the 6" outer loop on the east side of the City; Engineering supports City with bid, construction and as-built phases. Note: crosses two active pipelines.

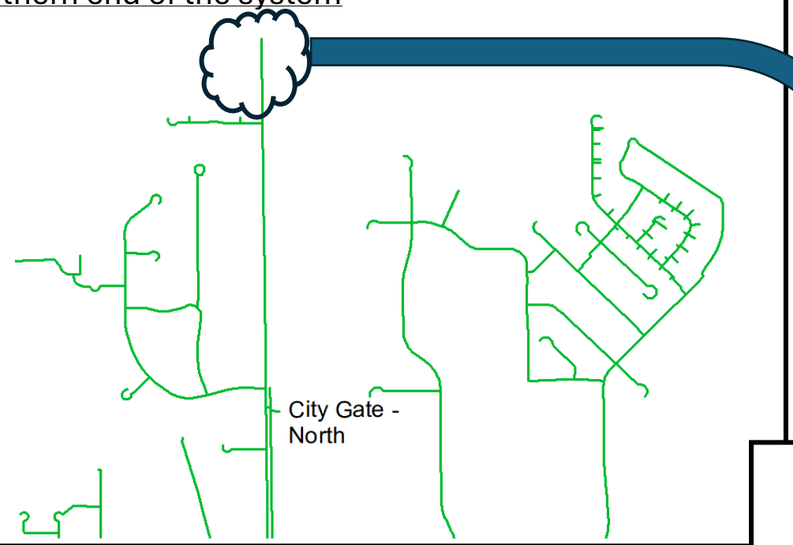
Exhibit 11: Future System Pressures with Project 3 (Zion Rd. from Raleigh Creek Dr. & E. Huffsmith Rd.)

System with Projects 1-3 on and North Gate active

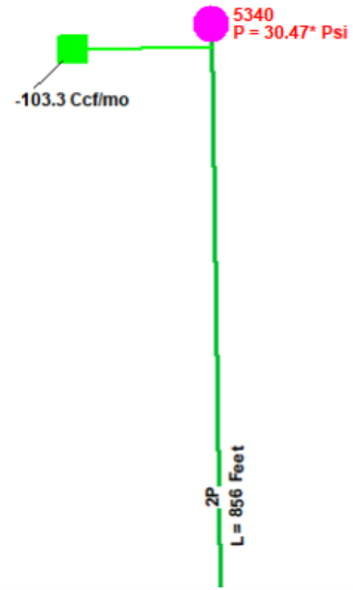


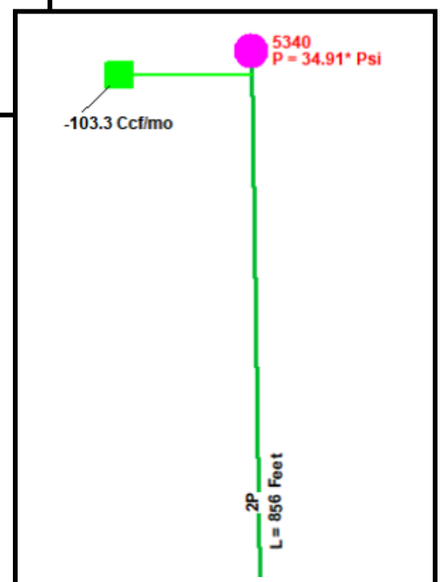
Pipe Pressure, Outlet, Psi.
Below 10
10 <= 15
15 <= 20
20 <= 25
25 <= 30
30 <= 35
35 <= 60
Above 60

Northern end of the system



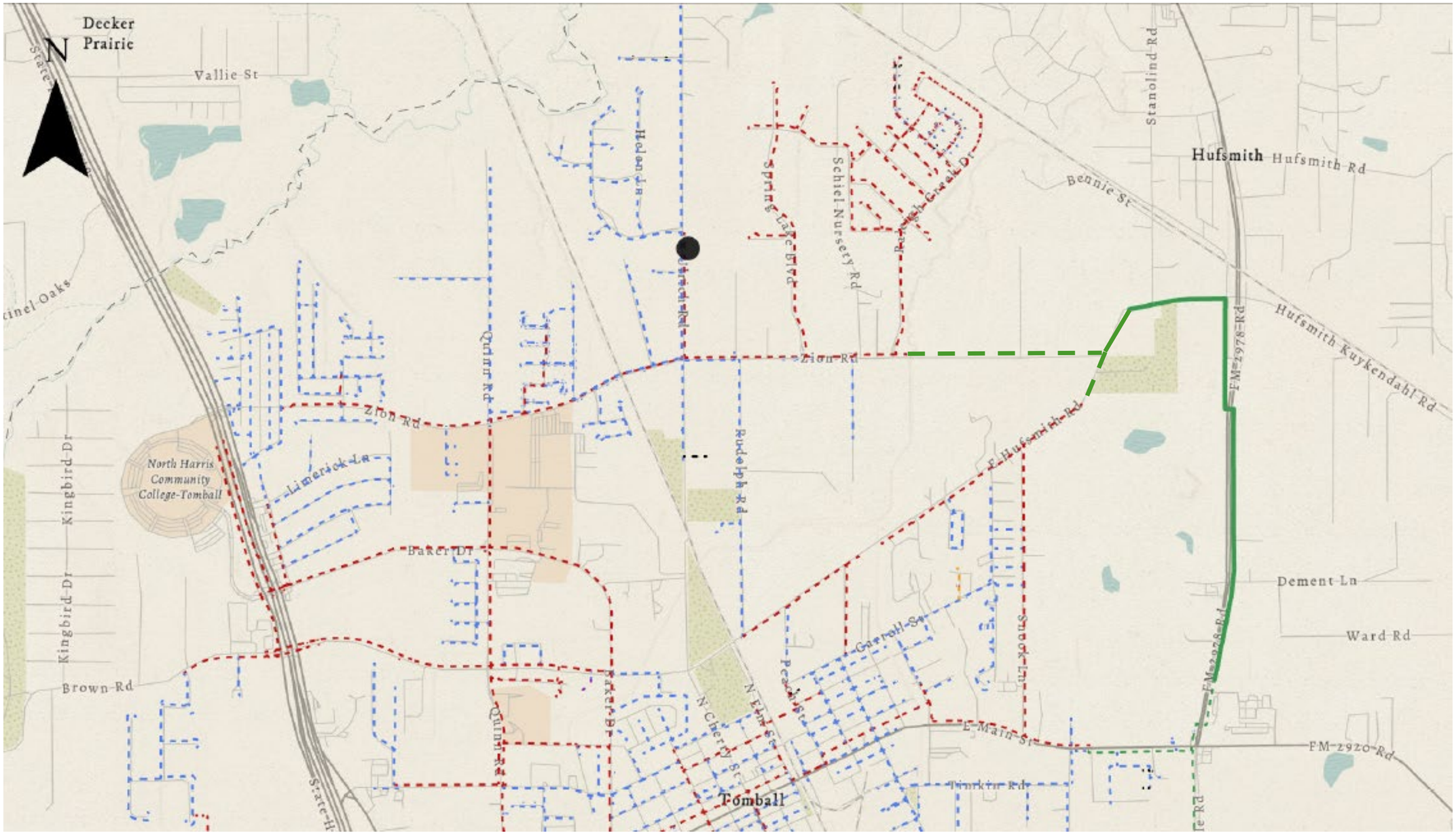
North Gate Inactive





North Gate Active

Exhibit 12: Project 4 (FM2978 between Zion/E Hufsmith and FM2920)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 200,700.00	$ 1,414,665.00	$ 403,841.25	$ 2,019,206.25	Design and construct 8,380 LF of 6" poly to support growth on the east side of system as well as create a 2-way feed and 6" inner loop development. Engineering supports City with bid, construction and as-built phases.

Exhibit 13: Future System Pressures with Project 4 (FM2978 between Zion/E Hufsmith and FM2920)

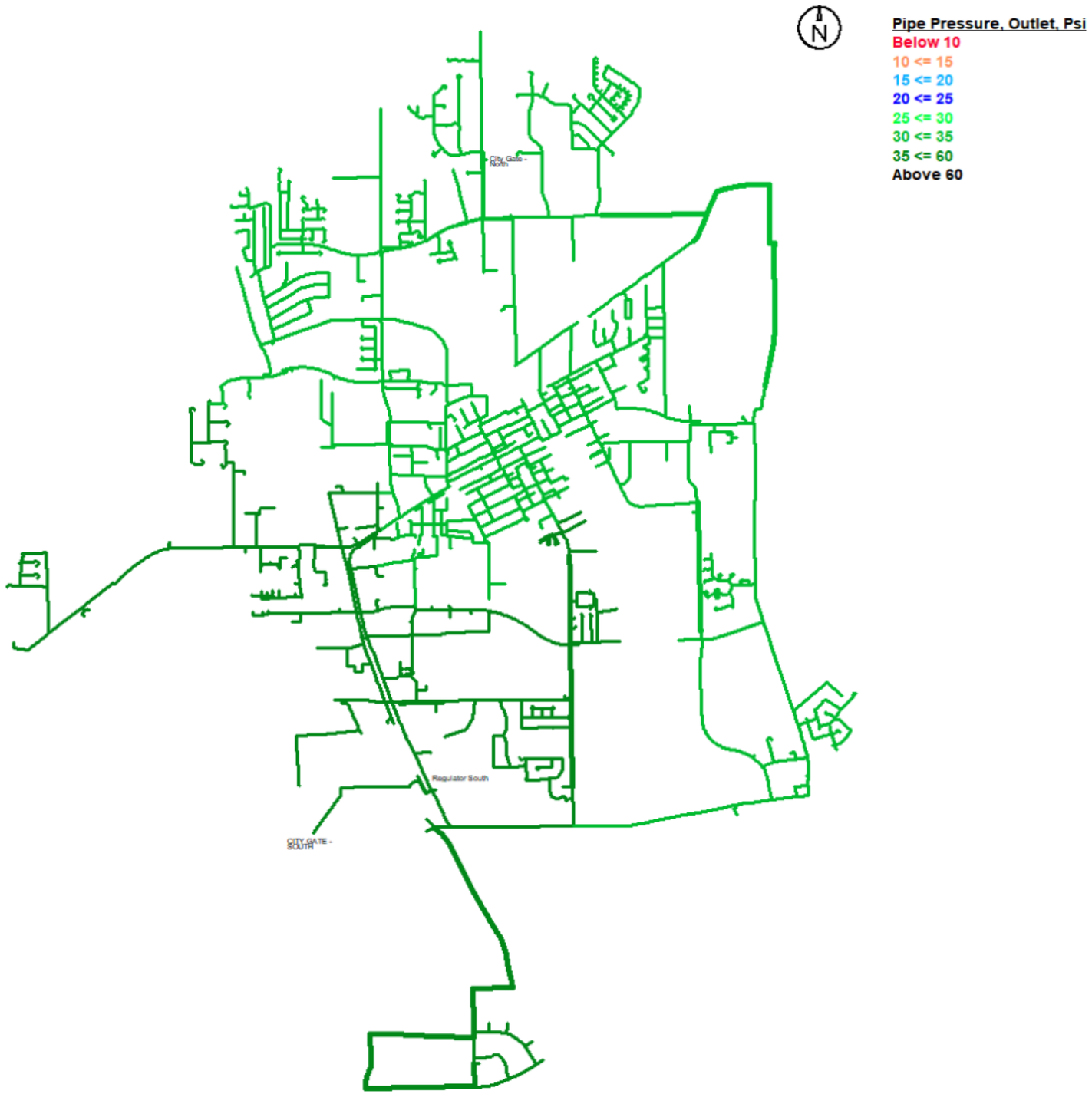
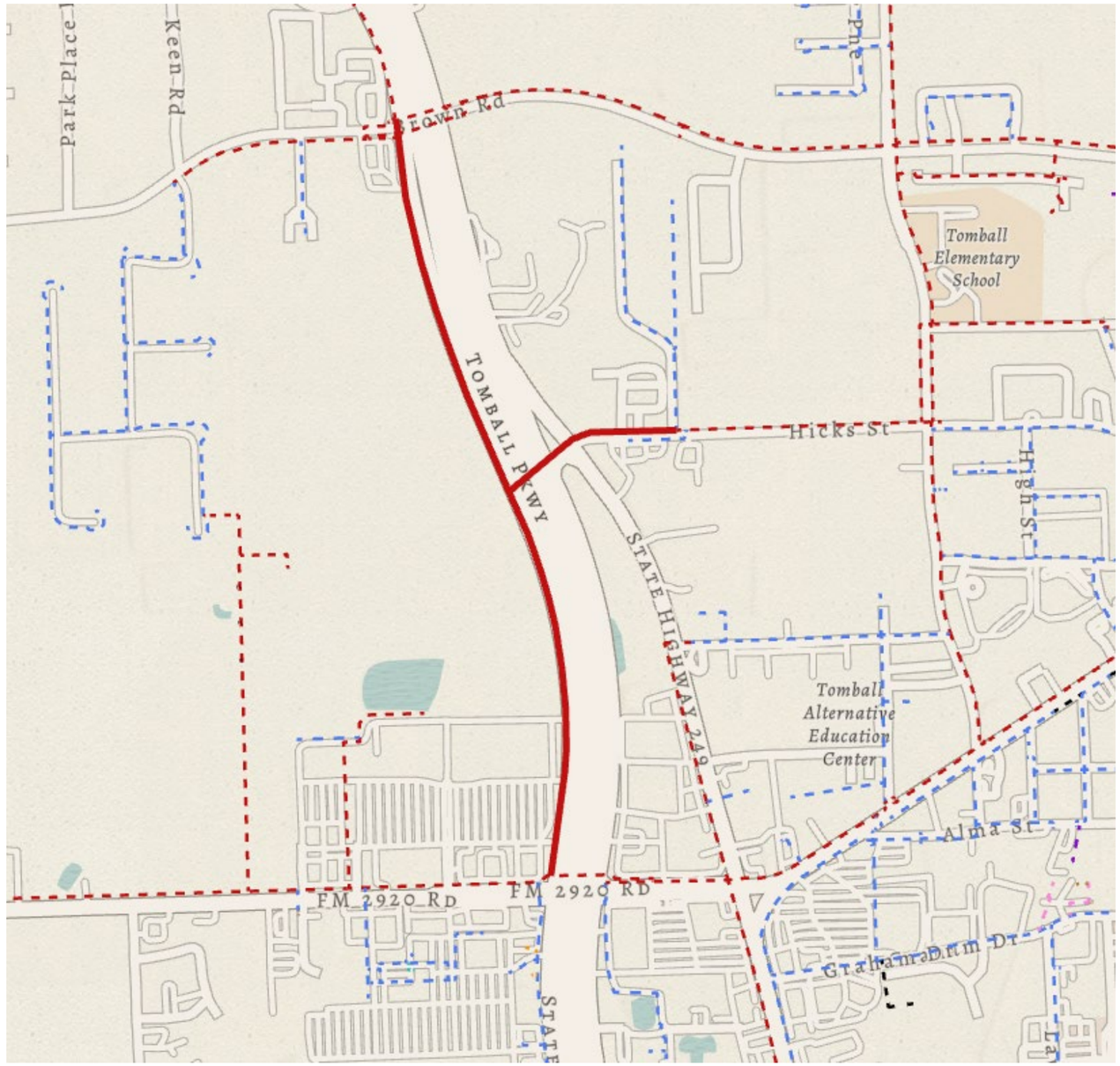


Exhibit 14: Project 5 (SH249 from Brown Rd to FM2920)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ 5,000.00	$ 152,445.00	$ 1,233,125.00	$ 347,642.50	$ 1,738,212.50	Design and construct 6,490 LF of 4" poly to fix a choke point along SH 249 on the northside of the system, includes a lateral connection at Hicks St. Engineering supports City with bid, construction and as-built phases. Includes temp construction easement costs for Hicks St lateral installation.

Exhibit 15: System Pressures with Project 5 (SH249 from Brown Rd to FM2920)

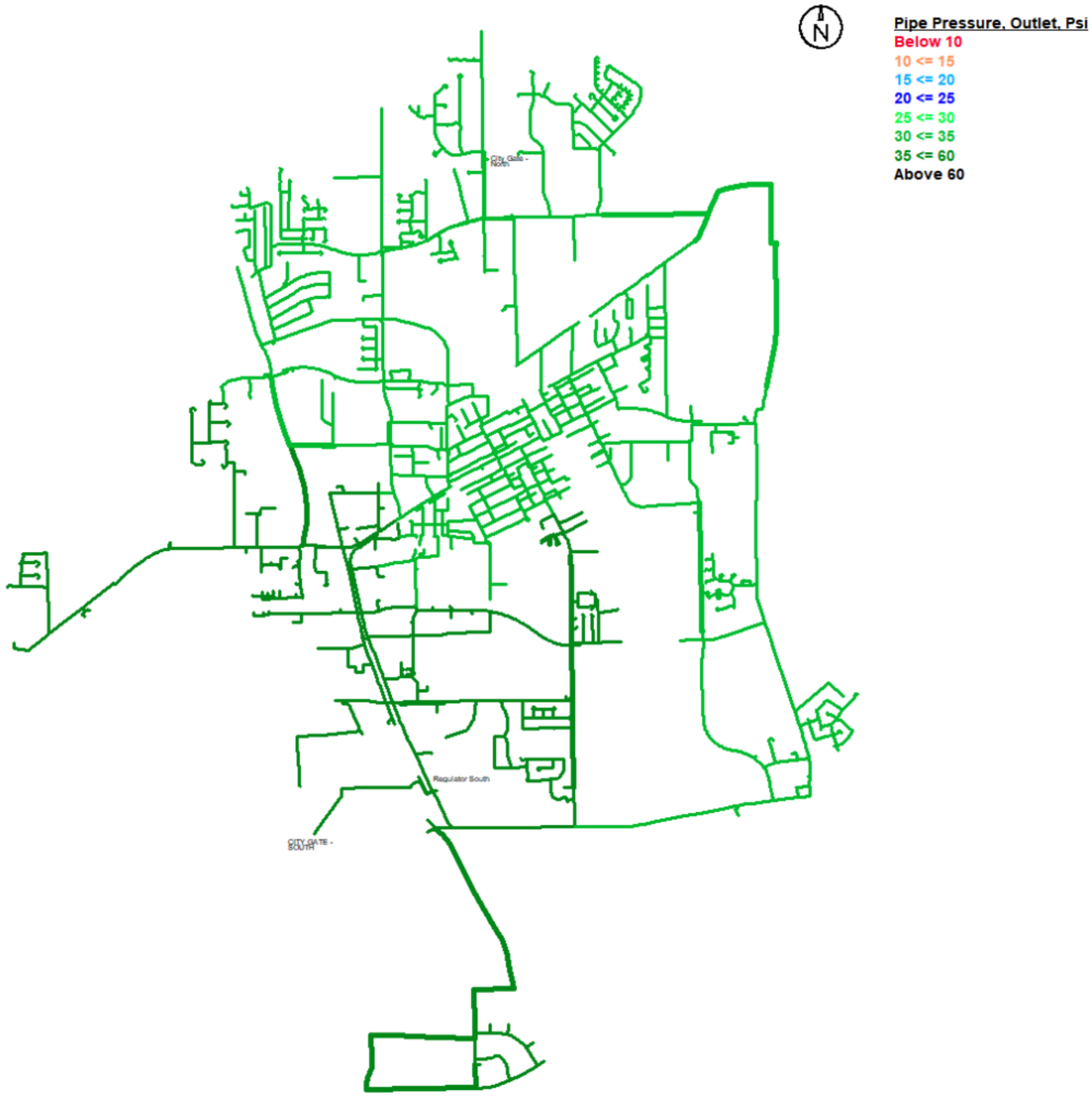
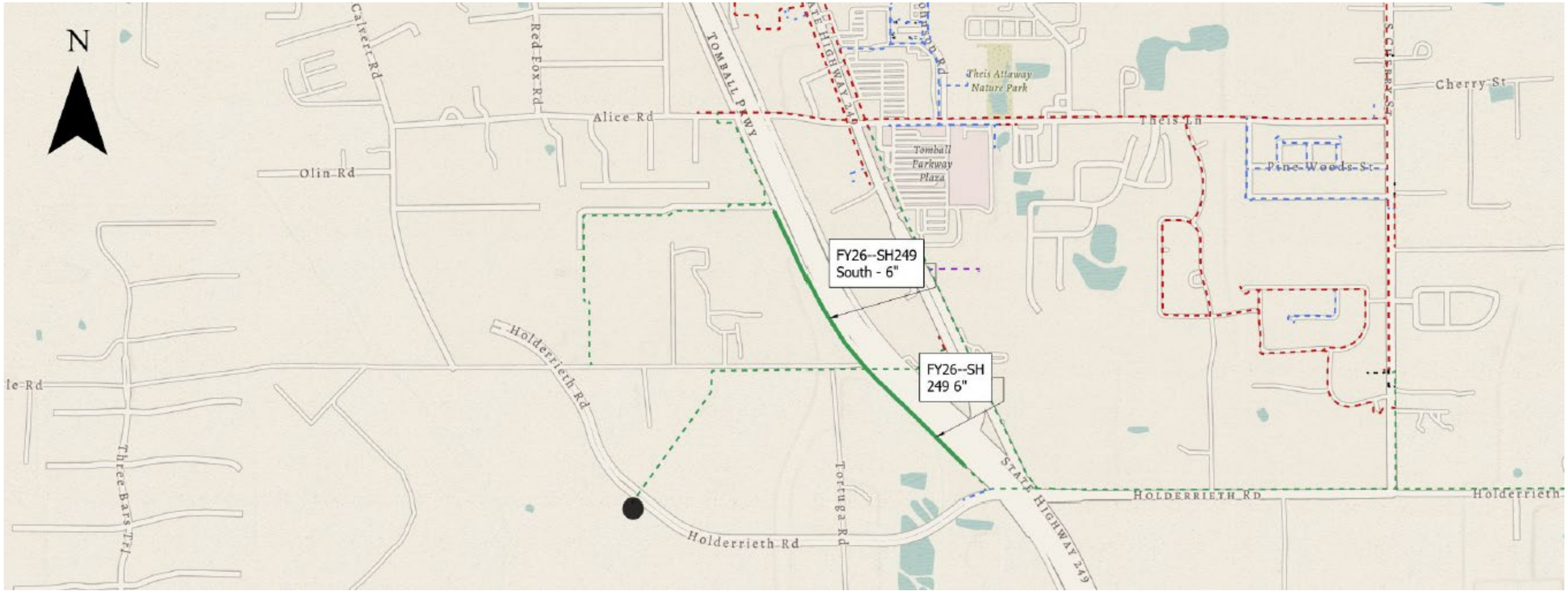


Exhibit 16: Project 6 (SH249 from Service Center Rd to Holderreith)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 96,250.00	$ 698,912.50	$ 198,790.63	$ 993,953.13	Design and construct 3,250 LF of 6" poly to allow South Gate gas supply to feed into the north system as well as a begin the process of completing a 6" inner loop along SH 249; Engineering supports City with bid, construction and as-built phases. 6" inner loop addresses system reliability concerns.

Exhibit 17: Project 6 (SH249 from Service Center Rd to Holderreith)

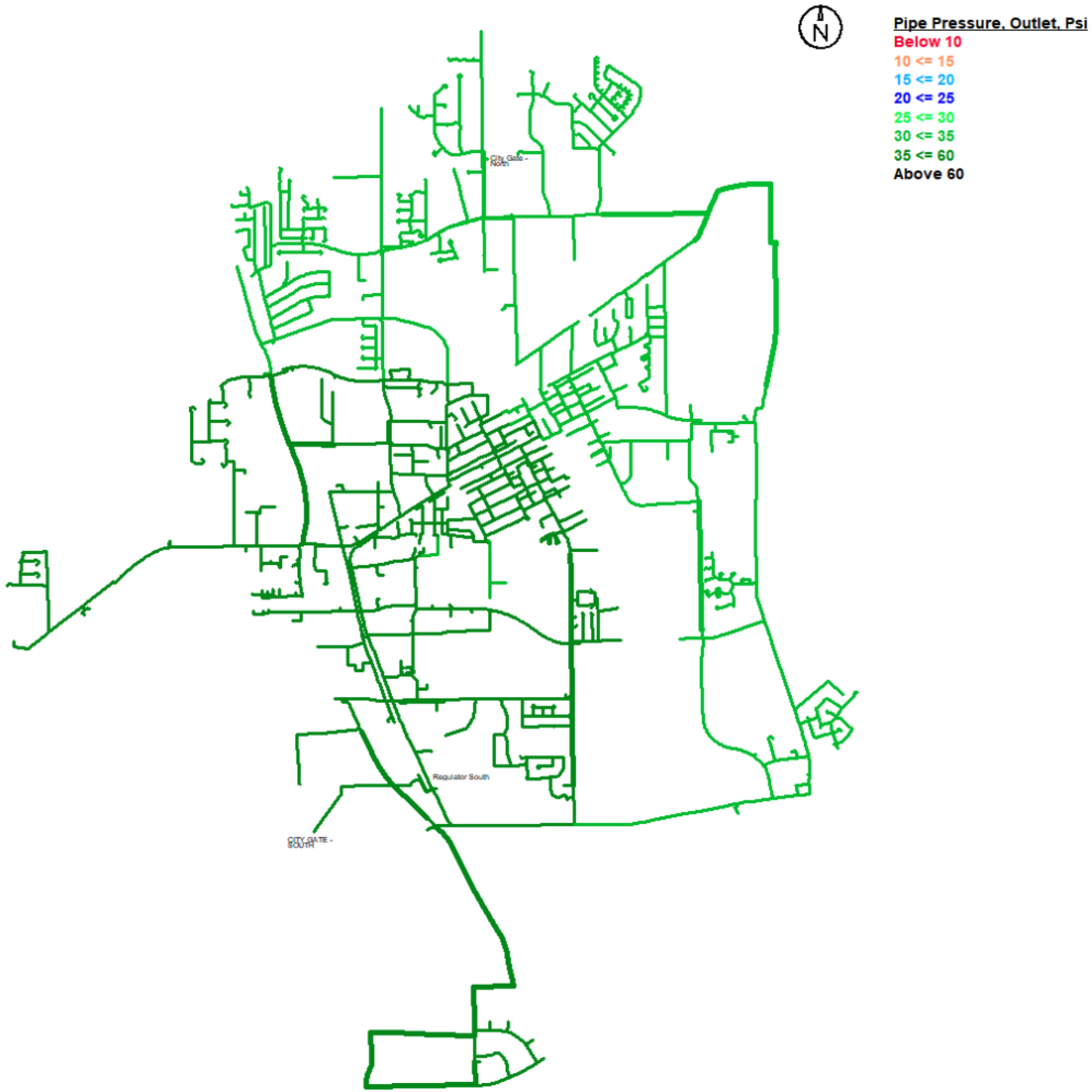
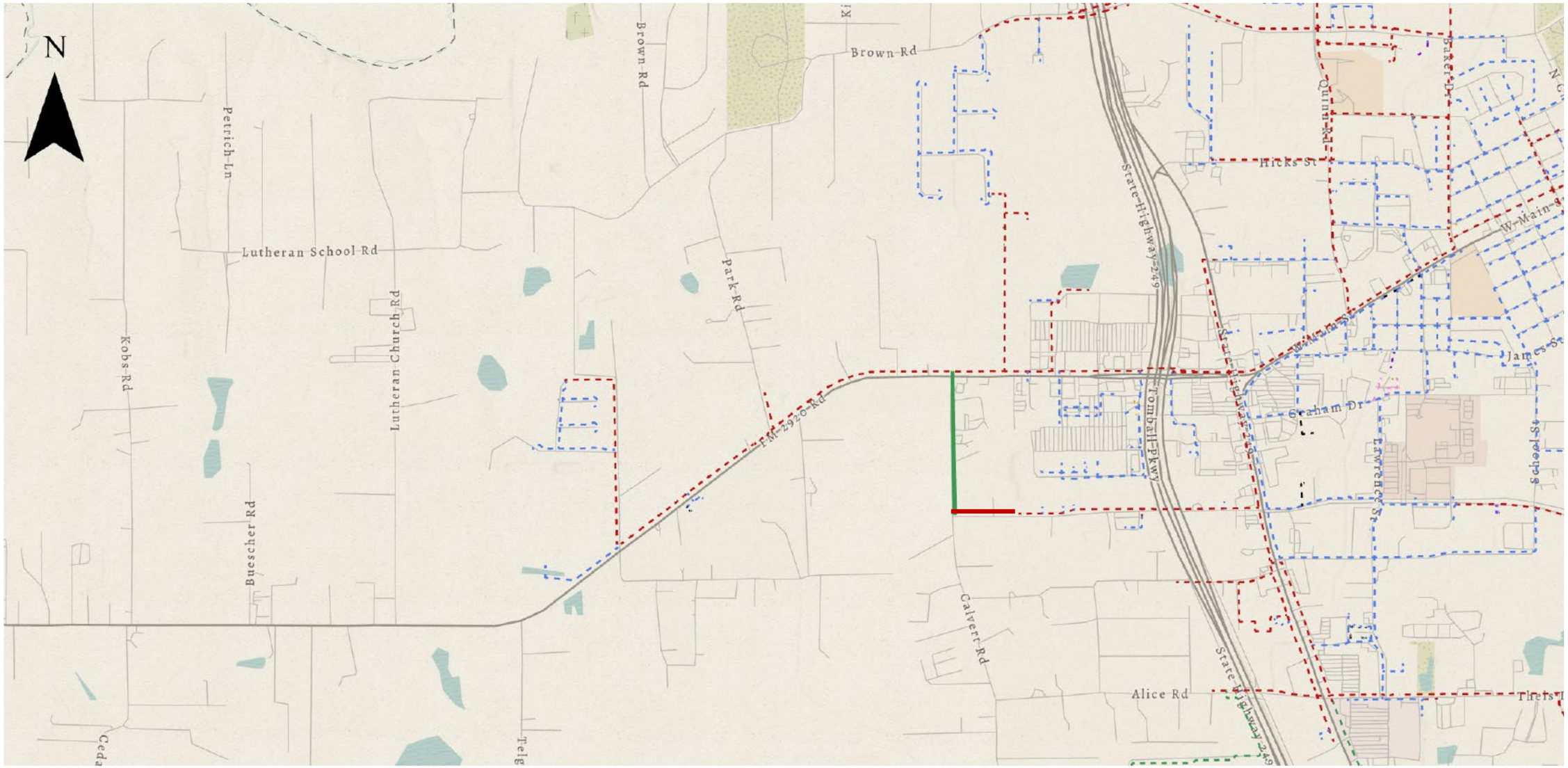


Exhibit 18: Project 7 (Calvert Rd from FM 2920 to Humble Rd/Medical Complex Dr)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
	$ 67,180.00	$ 495,496.00	$ 140,669.00	$ 703,345.00	Design and construct 2,112 LF of 6" poly to support growth on the west side of CIty as well as create a 2-way feed on the northwest side of the City with existing 4" lines on FM 2920 and Medical Complex; Continue with 6" inner loop development. Engineering supports City with bid, construction and as-built phases. Includes 950 LF of 4" poly on Medical Complex Dr.

Exhibit 19: Future System Pressures with Project 7 (Calvert Rd from FM 2920 to Humble Rd/Medical Complex Dr)

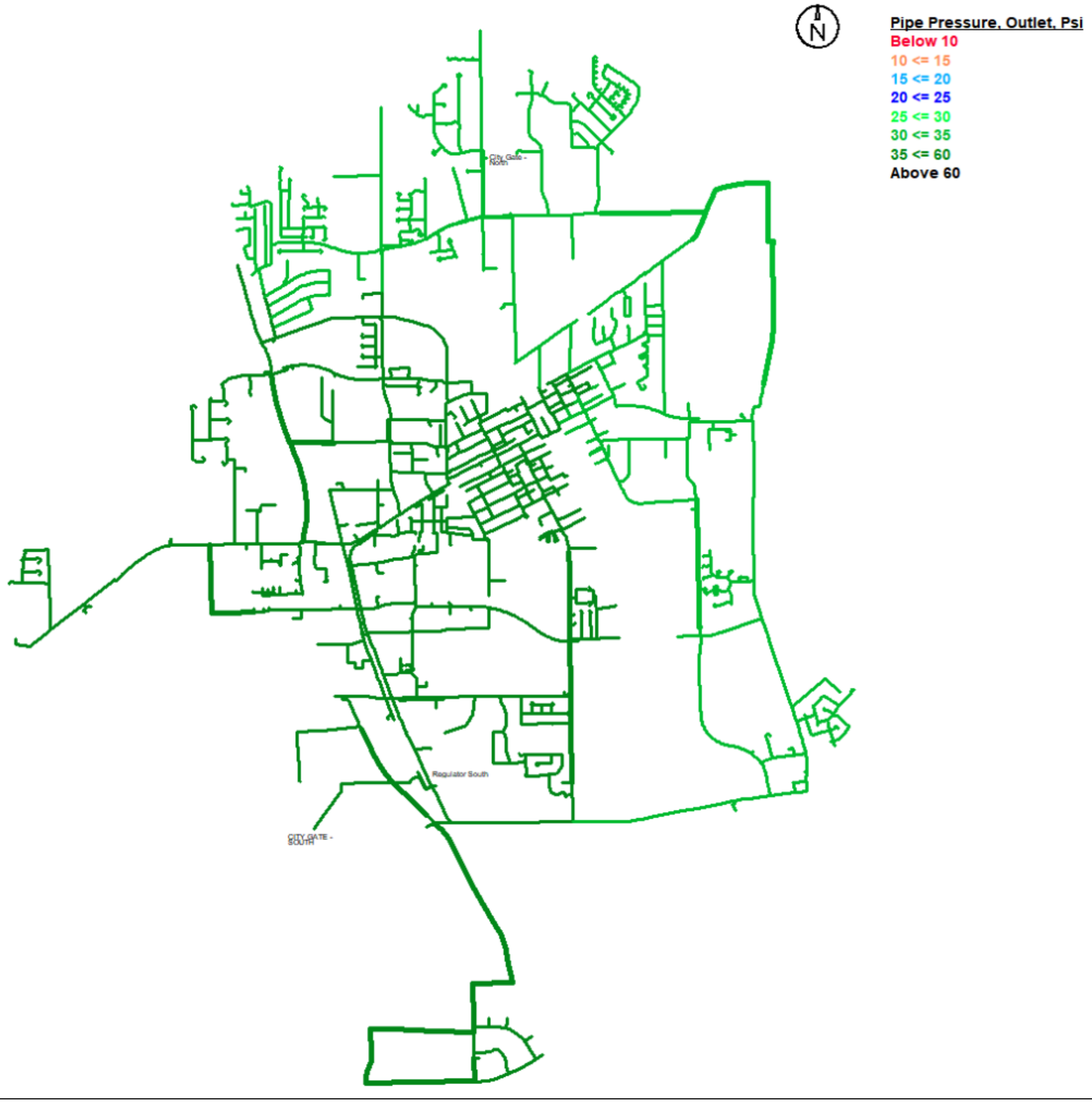
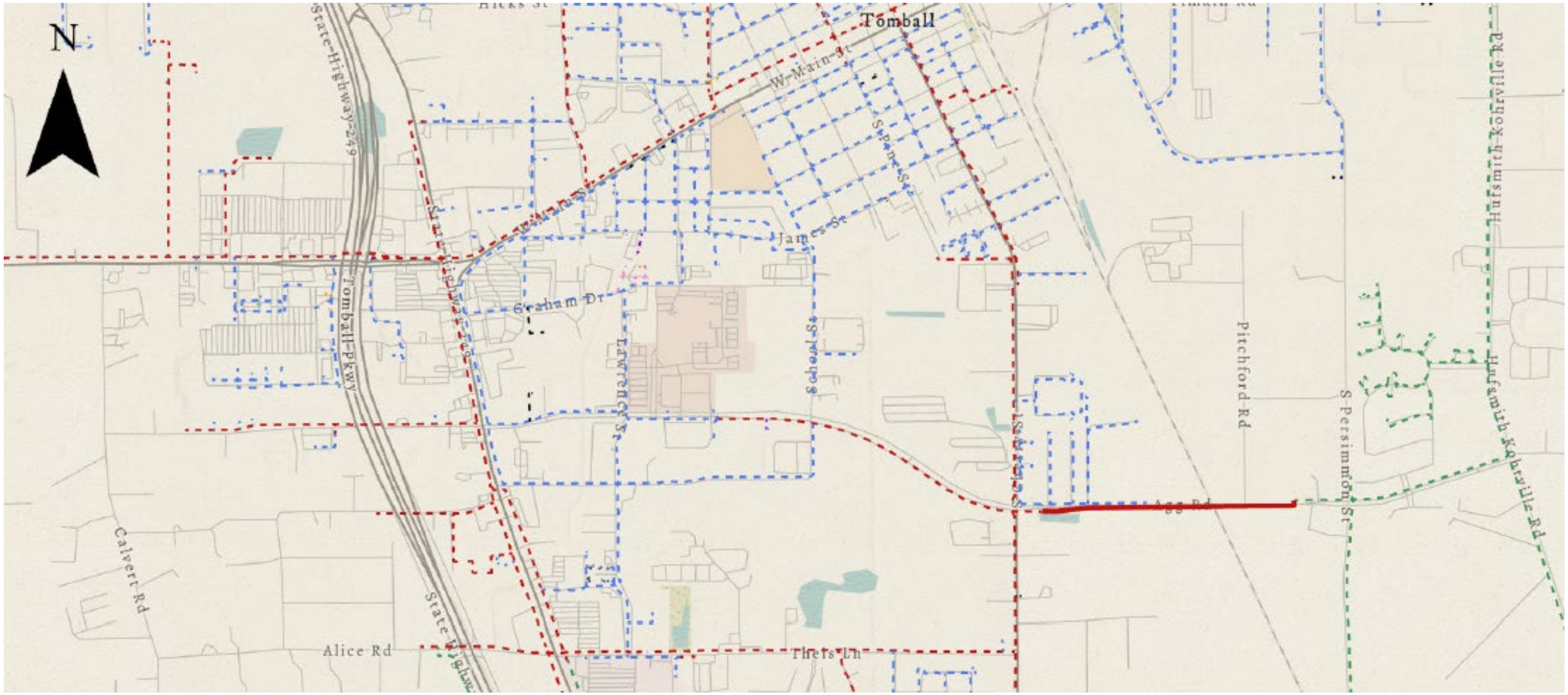


Exhibit 20: Project 8 (Agg Rd from S Cherry St to S Persimmon St)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
	$ 82,500.00	$ 576,725.00	$ 164,806.25	$ 824,031.25	Design and construct 3,000 LF of 4" poly to fix a choke point on the east side of the system. Engineering supports City with bid, construction and as-built phases. Includes RR crossing permit.

Exhibit 21: Future System Pressures with Project 8 (Agg Rd from S Cherry St to S Persimmon St)

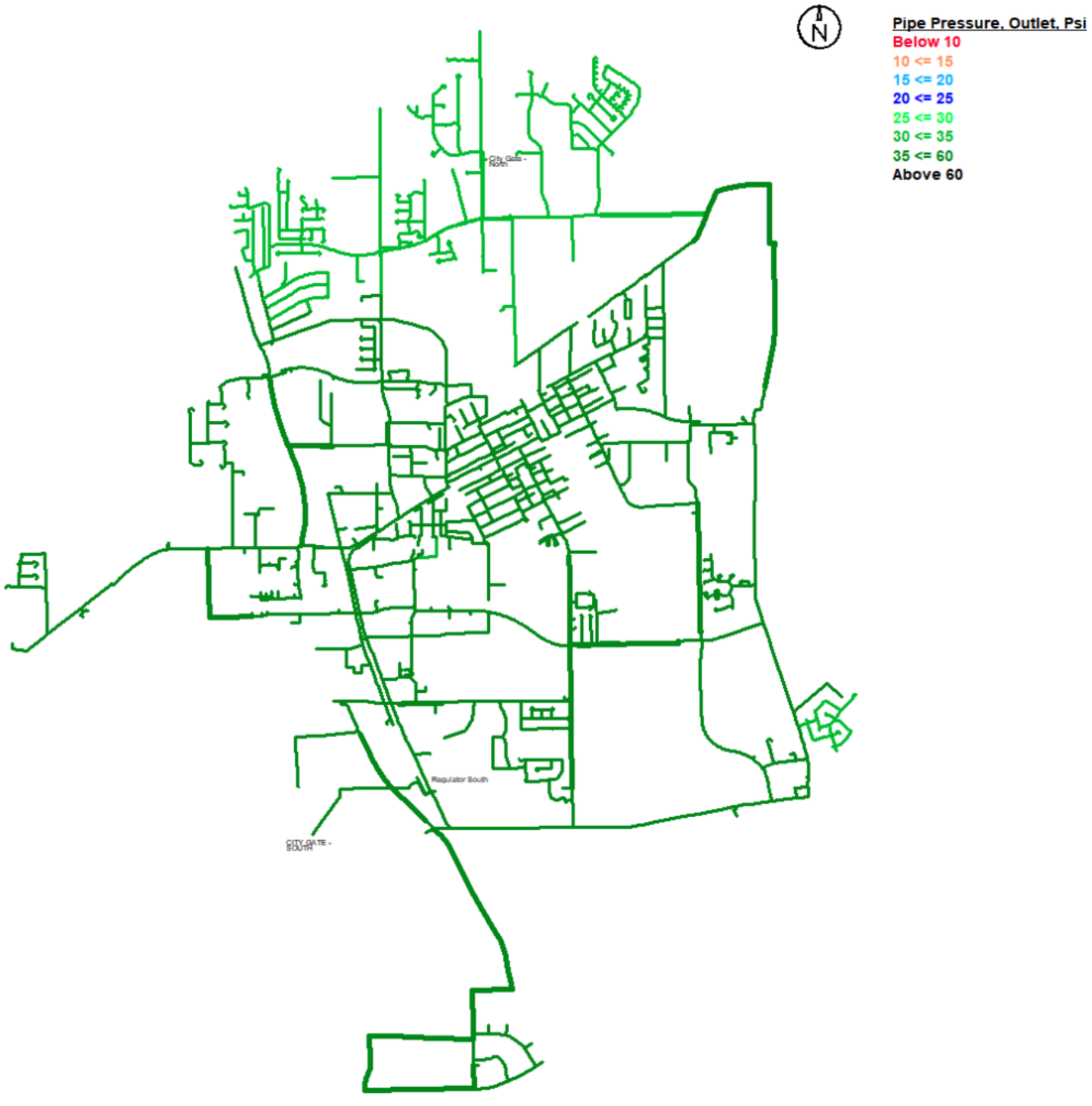


Exhibit 22: Project 9 (W Hufsmith – Cherry St – E Hufsmith Interconnects)





Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
	$ 133,500.00	$ 841,750.00	$ 243,812.50	$ 1,219,062.50	Connect system dead ends as follows: W. Huffsmith 4" between Baker Dr. & Rudolph Rd; S. Cherry St. 4" between W. Main St. & W. Hufsmith St.; and E. Hufsmith 4" between Hospital St. & Timber Trails. Design and construct,4,000 LF of 4" poly to improve system reliablity on the northside of the City; Abandon in-place the existing 2" poly; Engineering supports City with bid, construction and as-built phases. Construction traverses three abandoned pipelines and one RR).

Exhibit 23: Future System Pressures with Project 9 (W Hufsmith – Cherry St – E Hufsmith Interconnects

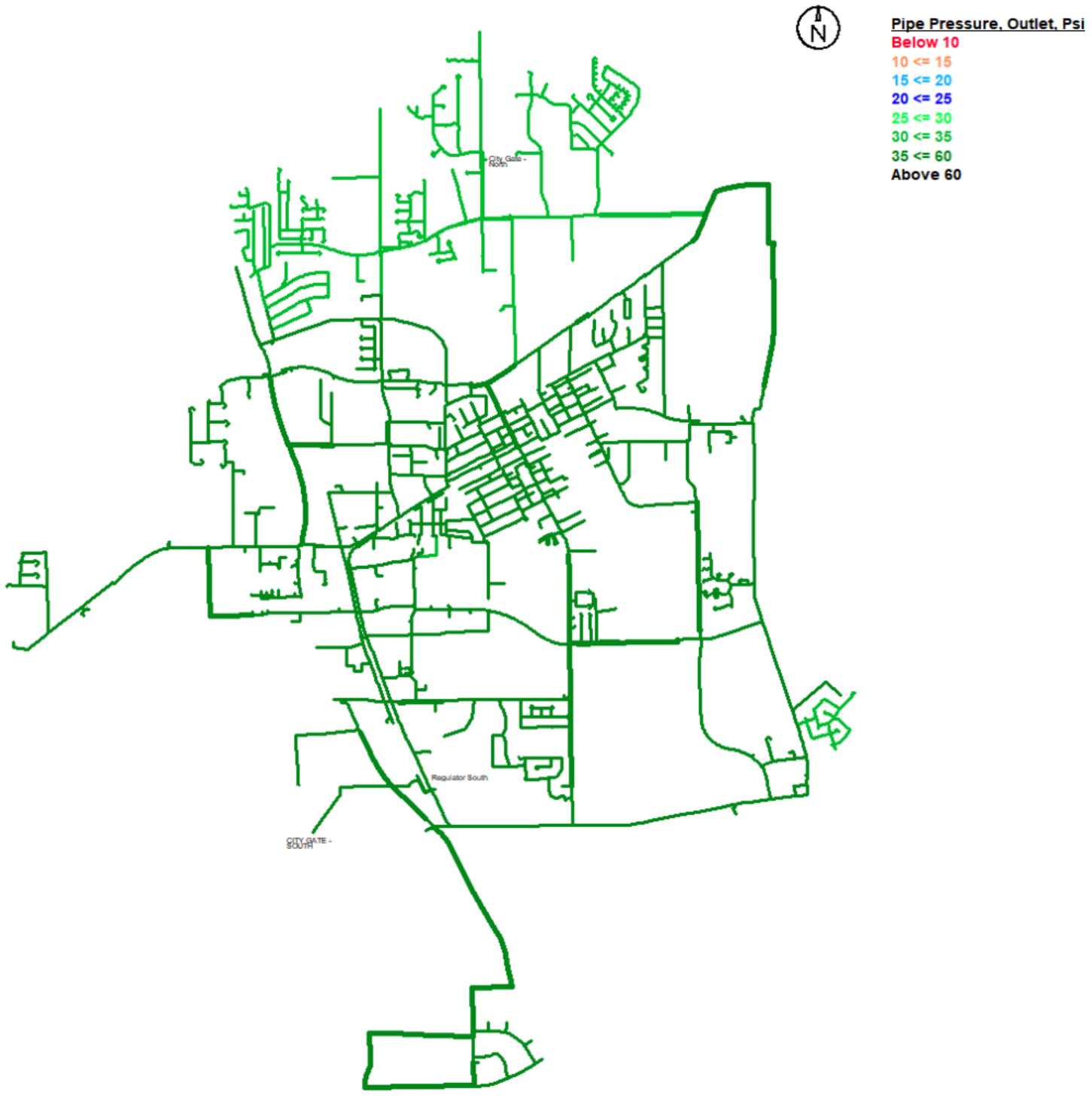
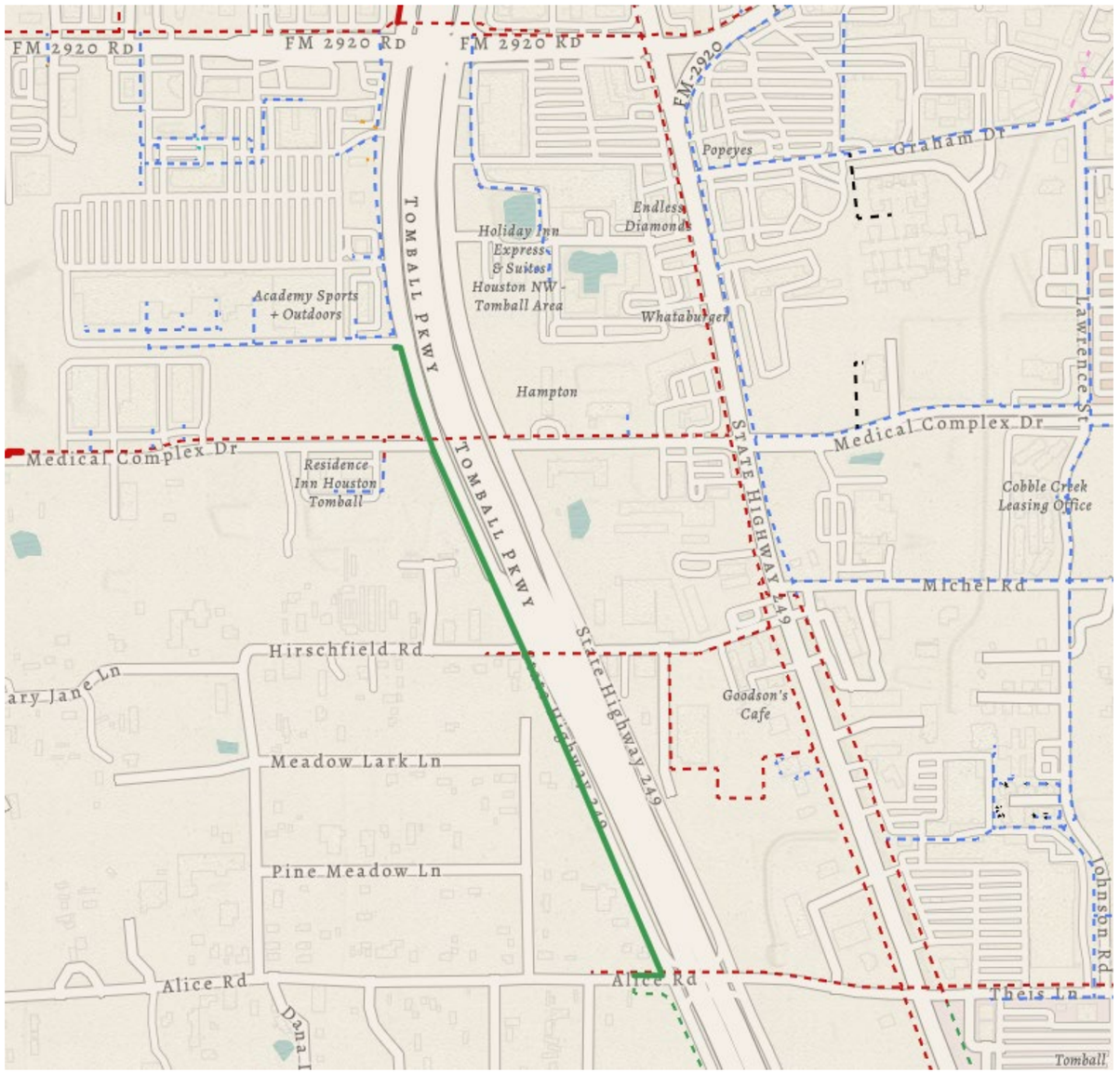


Exhibit 24: Project 10 (SH 249 6" North of Medical Complex to Alice Rd)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 98,450.00	$ 748,842.50	$ 211,823.13	$ 1,059,115.63	Design and construct 2,900 LF LF of 6" poly to complete a N-S loop system connection along SH 249 from Medical Center Dr to Alice Ln and 460 LF 2" poly from Medical Center Dr to north of Medical Center Dr to connect existing 2" poly to new loop. Engineering supports City with bid, construction and as-built phases.

Exhibit 25: Future System Pressures with Project 10 (SH 249 N of Medical Complex Dr to Alice Rd)

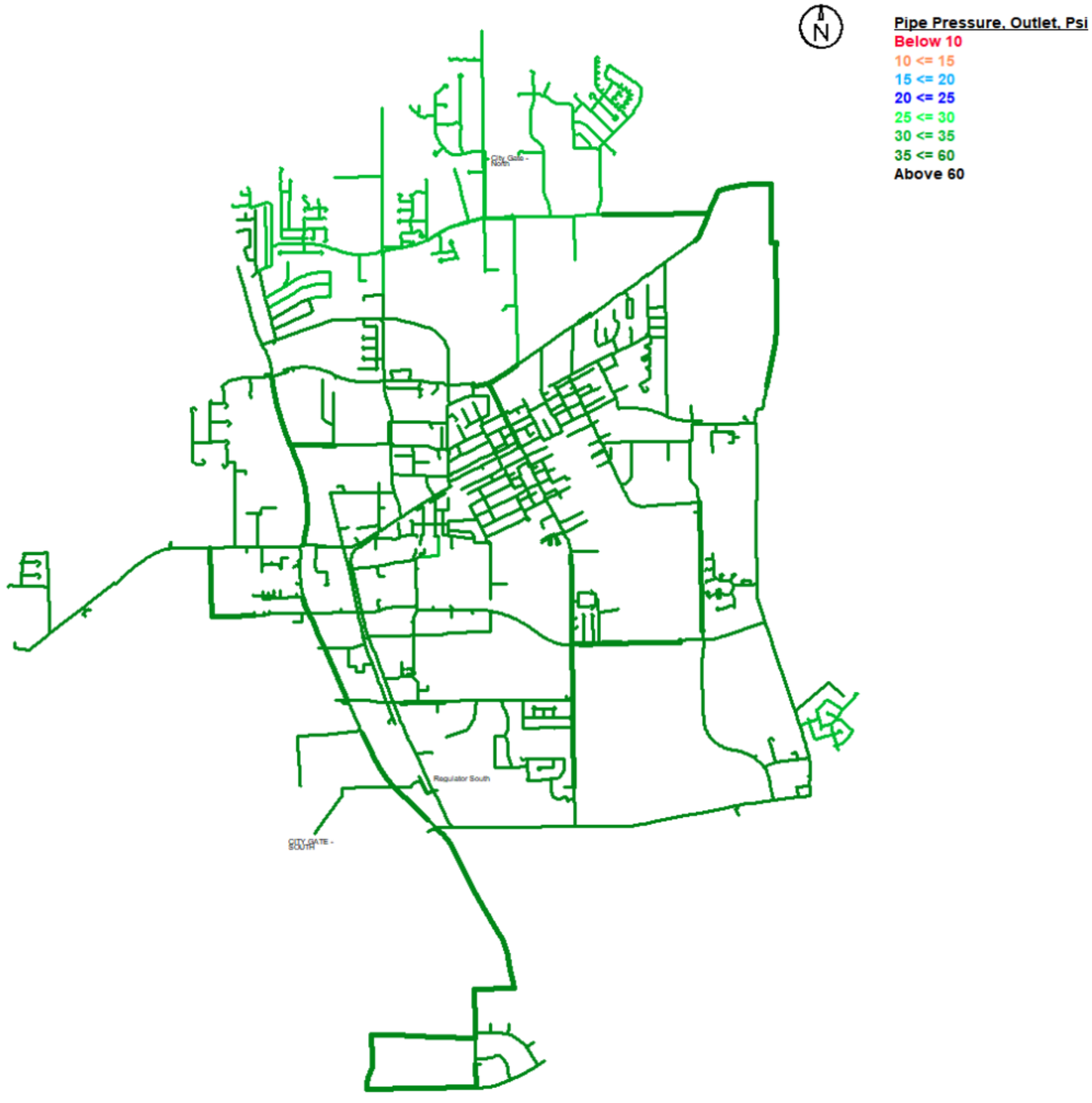
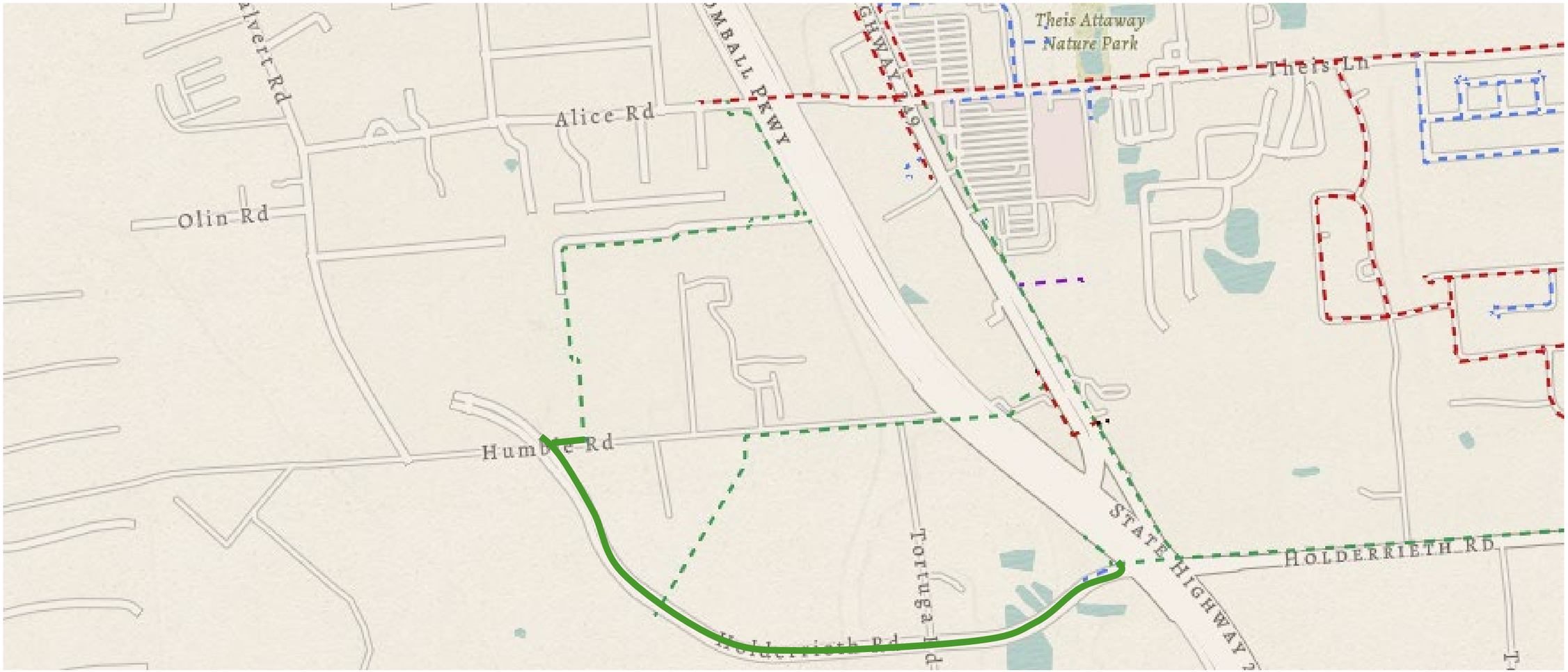


Exhibit 26: Project 11 (Holderreith Rd 6" between SH 249 & Humble Rd)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ 25,000.00	$ 148,830.00	$ 1,175,400.00	$ 337,307.50	$ 1,686,537.50	Design and construct 5,560 LF of 6" poly to support growth on the westside of the City as well as contnue building a 6" inner loop along the westside of the City, which boosts feed from South Gate and Grand Pkwy City Gate into the rest of the system. Engineering supports City with bid, construction and as-built phases.

Exhibit 27: Future System Pressures with Project 11 (Holderreith Rd 6" between SH 249 & Humble Rd)

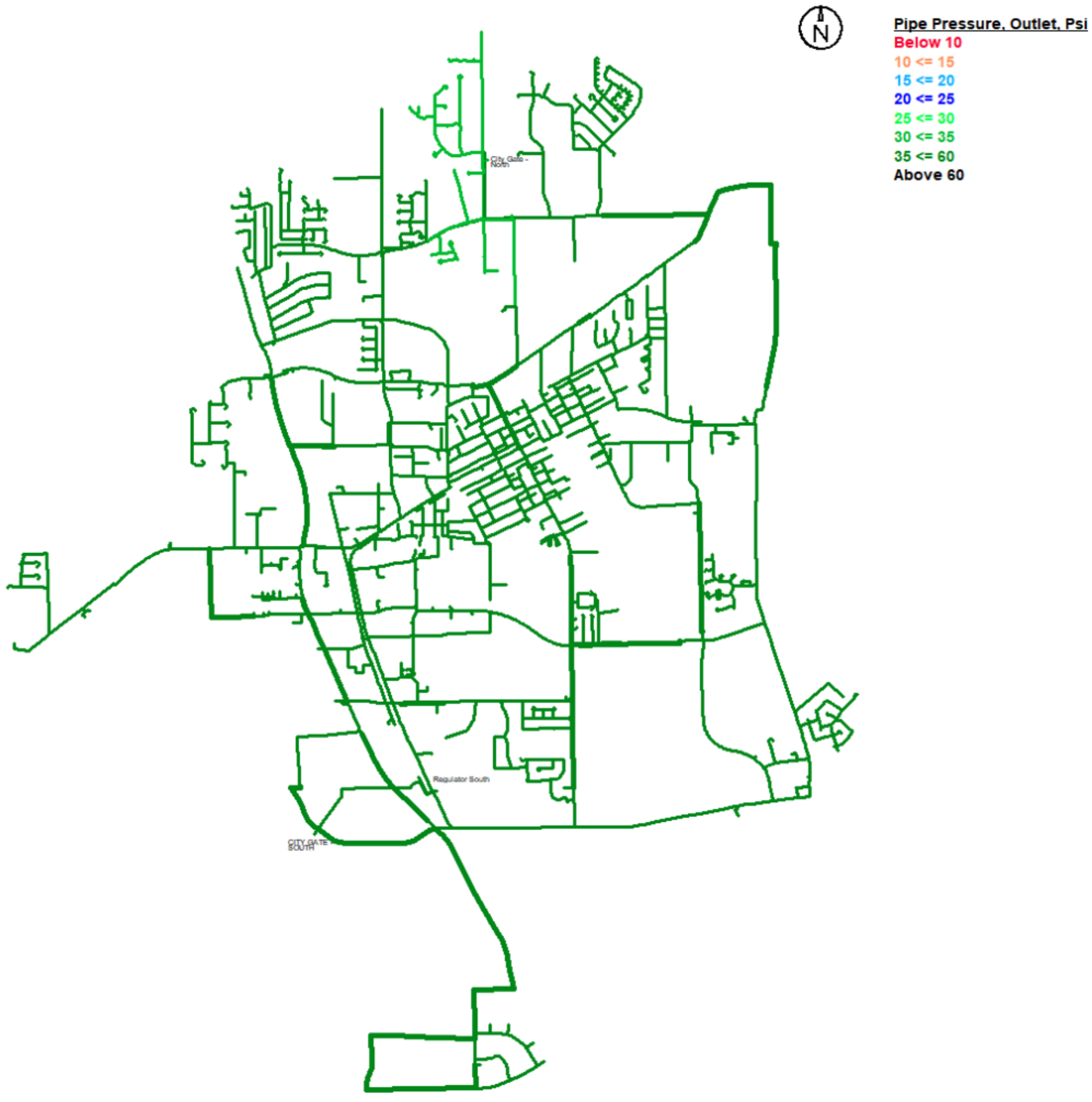
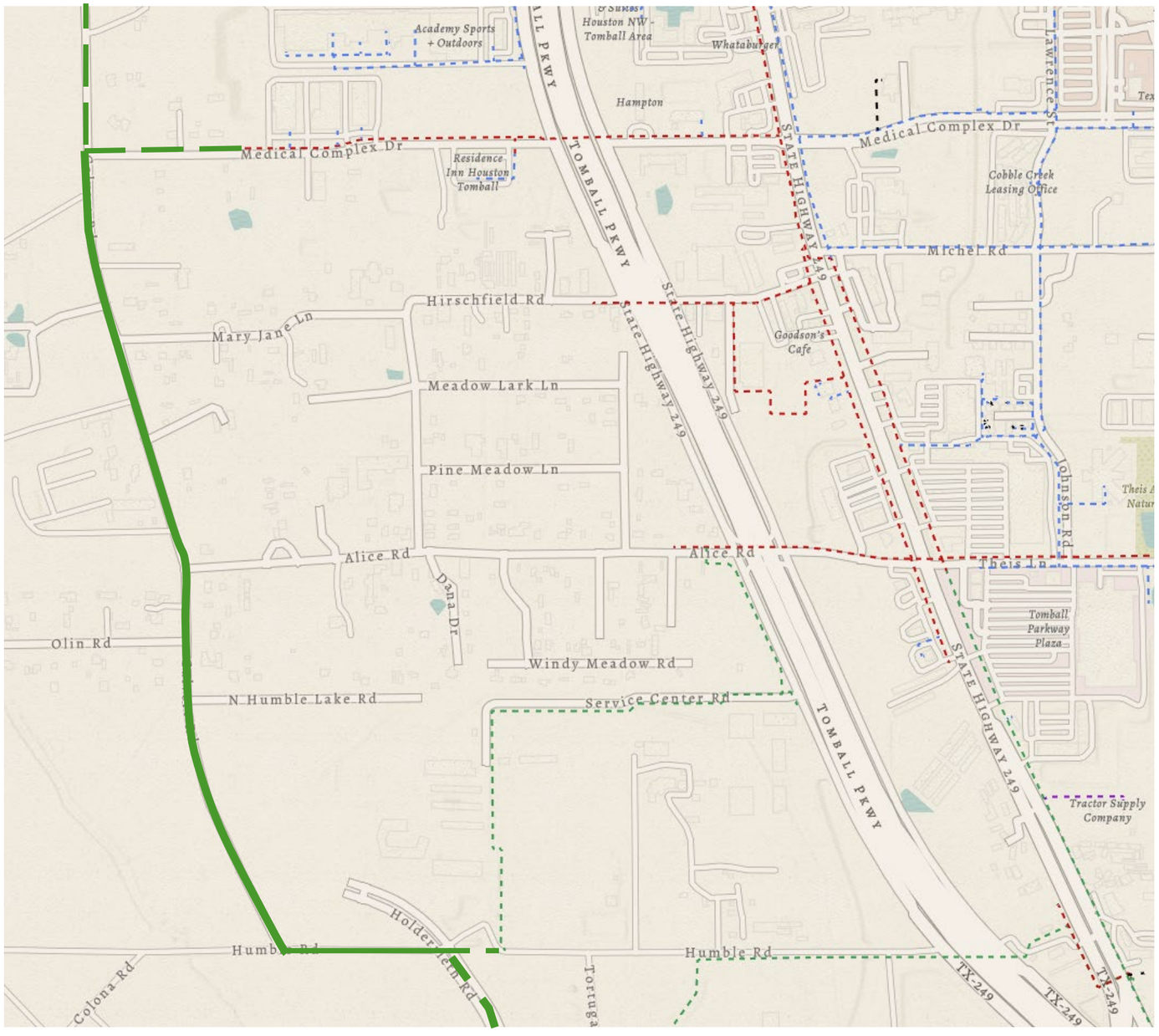


Exhibit 28: Project 12 (Calvert Rd 6" from Medical Complex Dr to Humble Rd)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ 25,000.00	$ 130,750.00	$ 1,185,250.00	$ 335,250.00	$ 1,676,250.00	Design and construct 6,300 LF of 6" poly to support growth on the west side of CIty as well as complete the 6" inner loop development. Engineering supports City with bid, construction and as-built phases.

Exhibit 29: Future System Pressures with Project 12 (Calvert Rd 6" from Medical Complex Dr to Humble Rd)

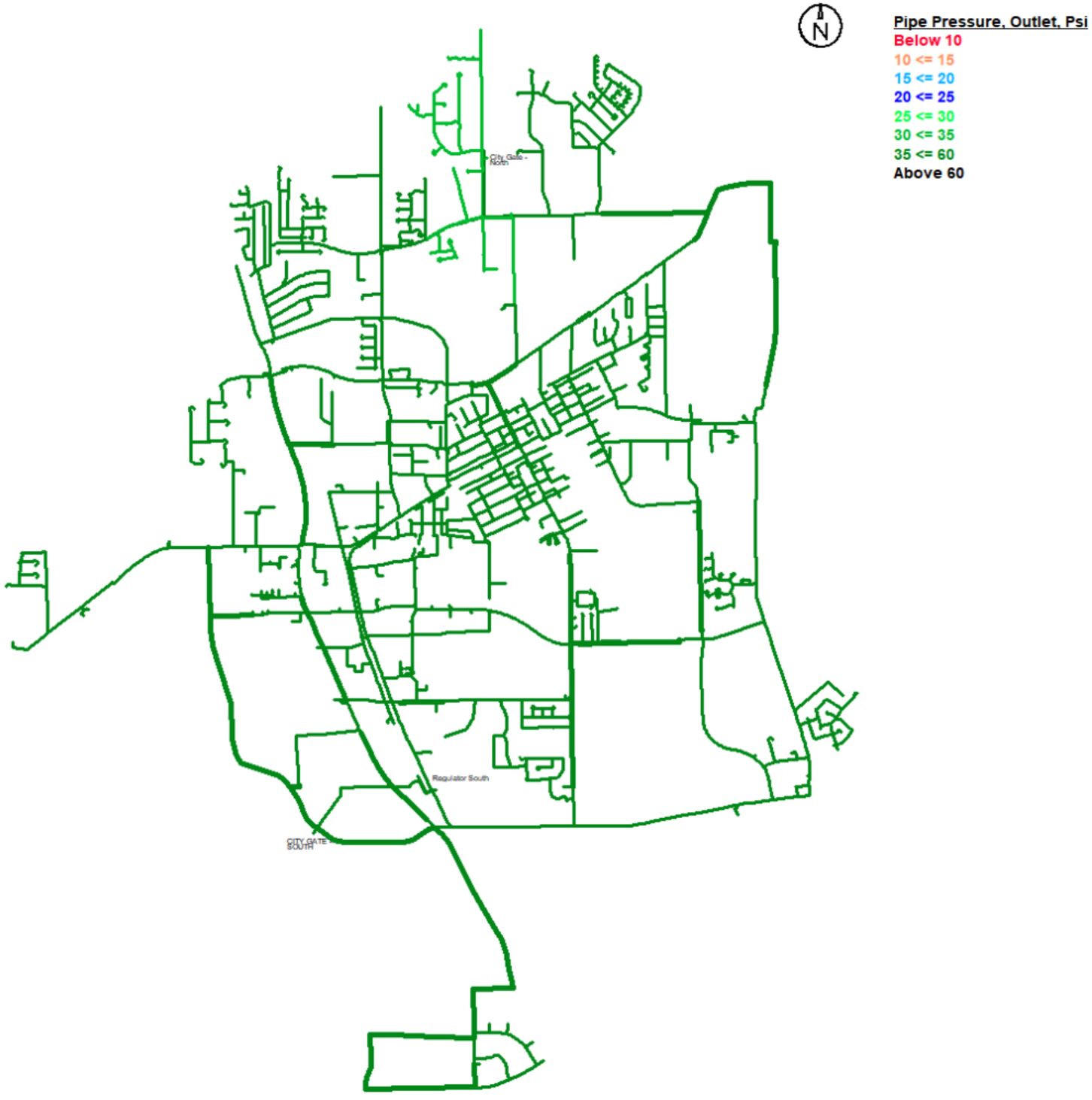
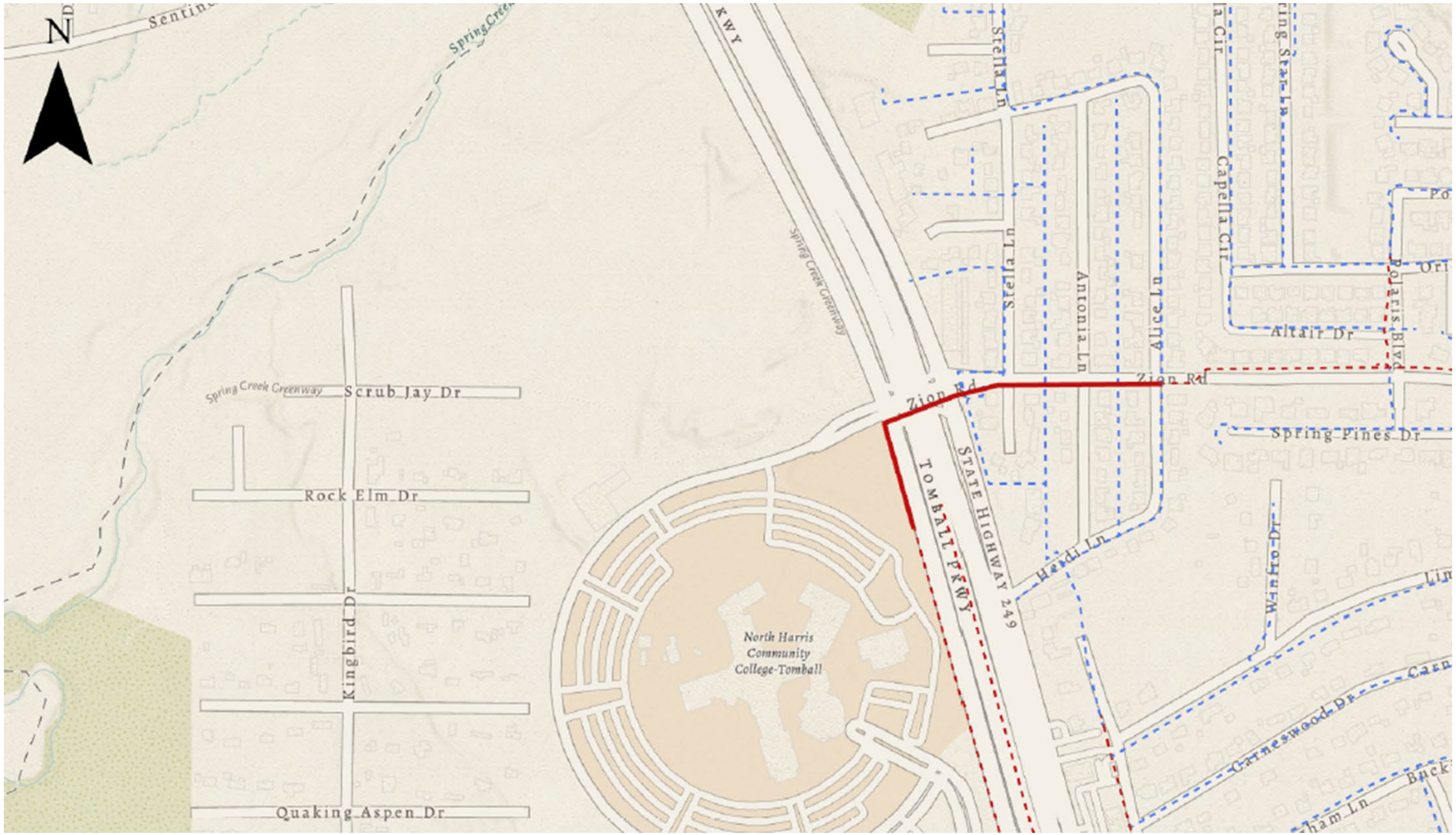


Exhibit 30: Project 13 (Zion Rd between SH 249 and Alice Ln)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 55,787.50	$ 358,758.75	$ 103,636.56	$ 518,182.81	Design and construct 1,635 LF of 4" poly to fix a choke point on the northside of the City; Abandon in-place the existing 2" poly and connect N-S laterals along Zion Rd. Engineering supports City with bid, construction and as-built phases.

Exhibit 31: Future System Pressures with Project 13 (Zion Rd between SH 249 and Alice Ln)

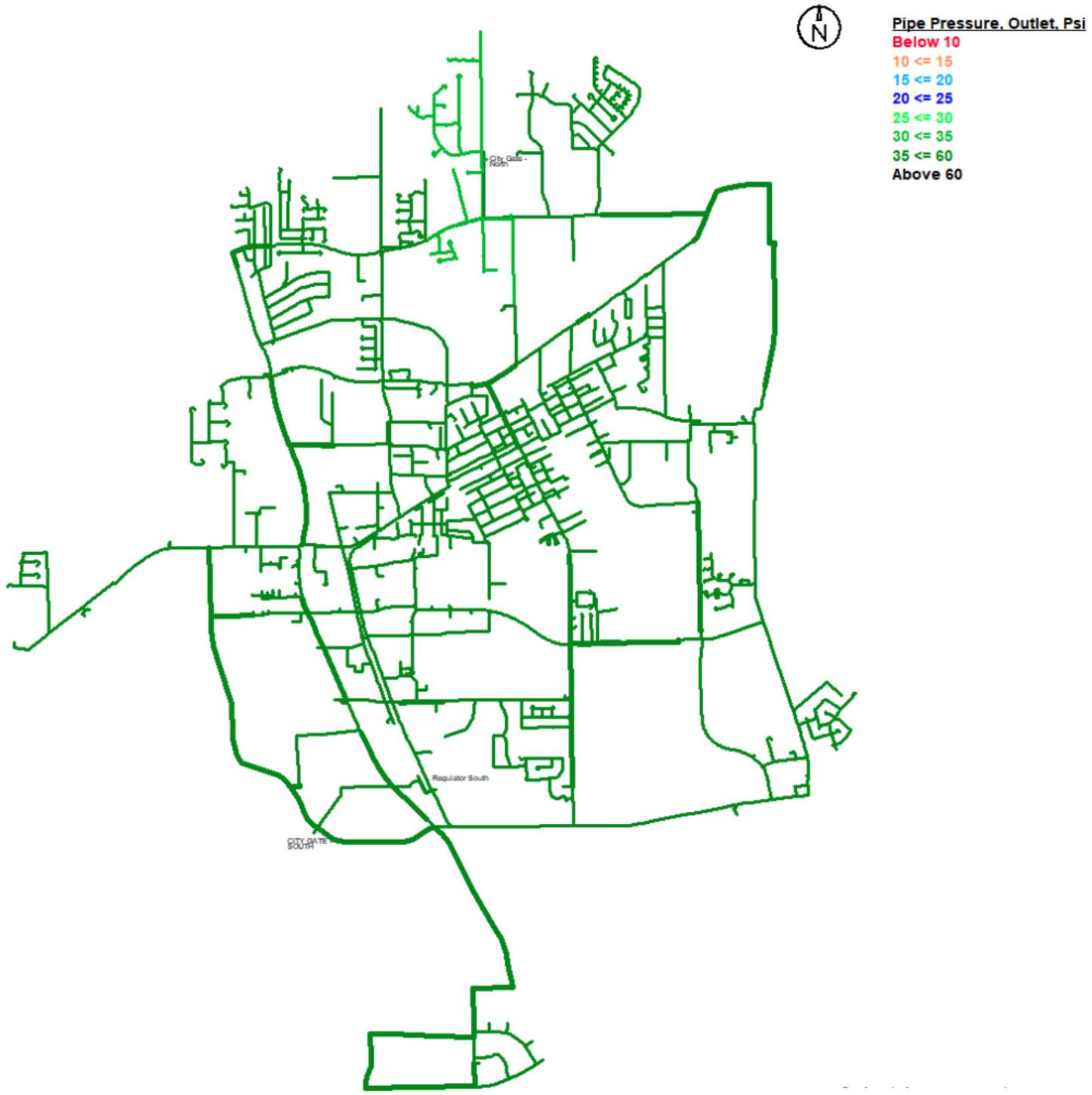
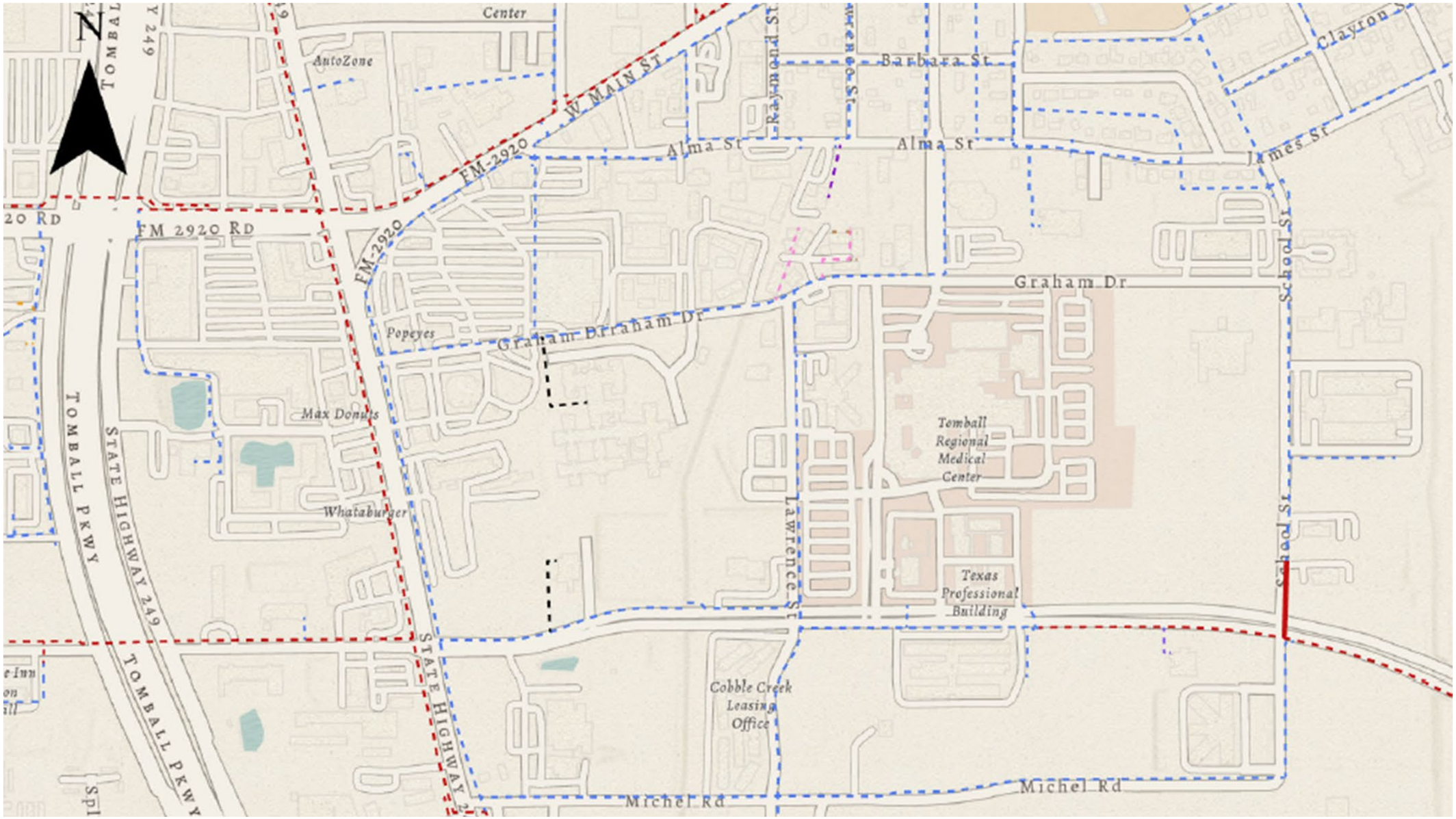


Exhibit 32: Project 14 (School St. 4" Crossing at Medical Complex Dr.)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 17,500.00	$ 107,887.50	$ 31,346.88	$ 156,734.38	Design and construct 375 LF of 4" poly to create a 2-way feed in the central part of the system, which fixes low points discovered when the model is stressed. Engineering supports City with bid, construction and as-built phases.

Exhibit 33: Future System Pressures with Project 14 (School St. 4" Crossing at Medical Complex Dr.)

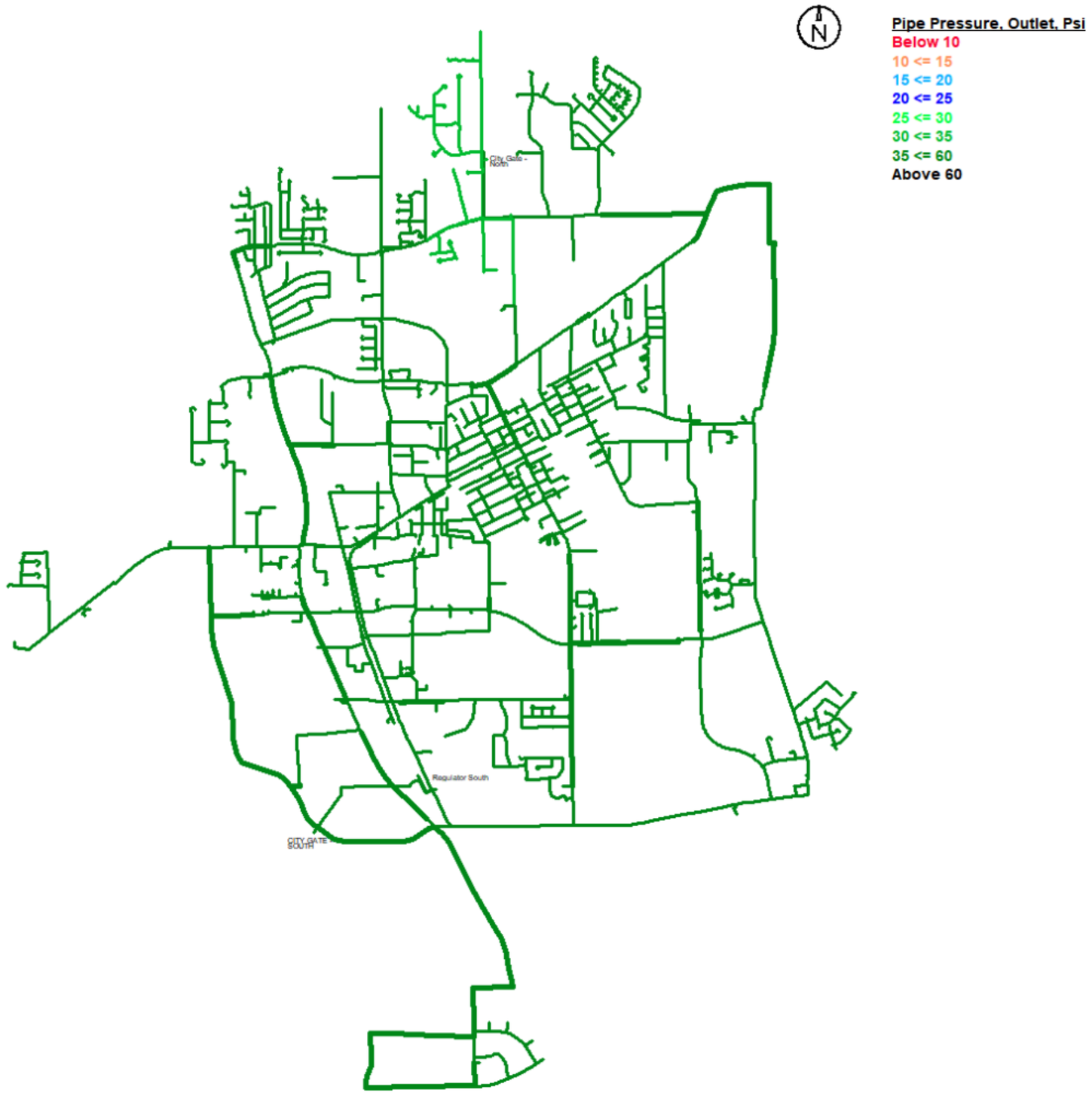
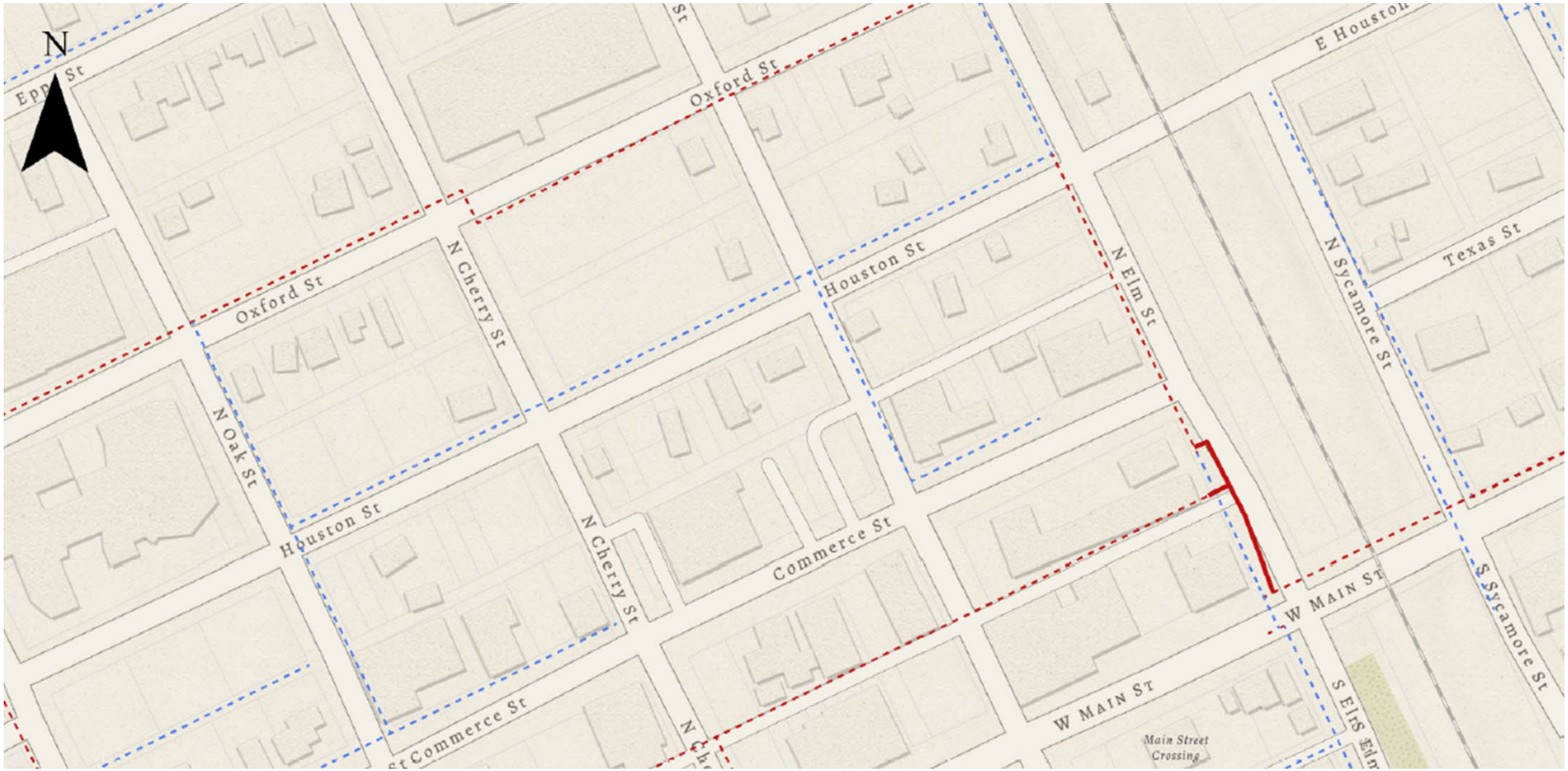


Exhibit 34: Project 15 (W Main St at N Elm St Interconnect)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 18,450.00	$ 59,125.00	$ 19,393.75	$ 96,968.75	Design and construct 215 LF of 4" poly to fix a choke point in the central area of the City; Abandon in-place the existing 2" poly; Engineering supports City with bid, construction and as-built phases.

Exhibit 35: Future System Pressures with Project 15 (W Main St at N Elm St Interconnect)

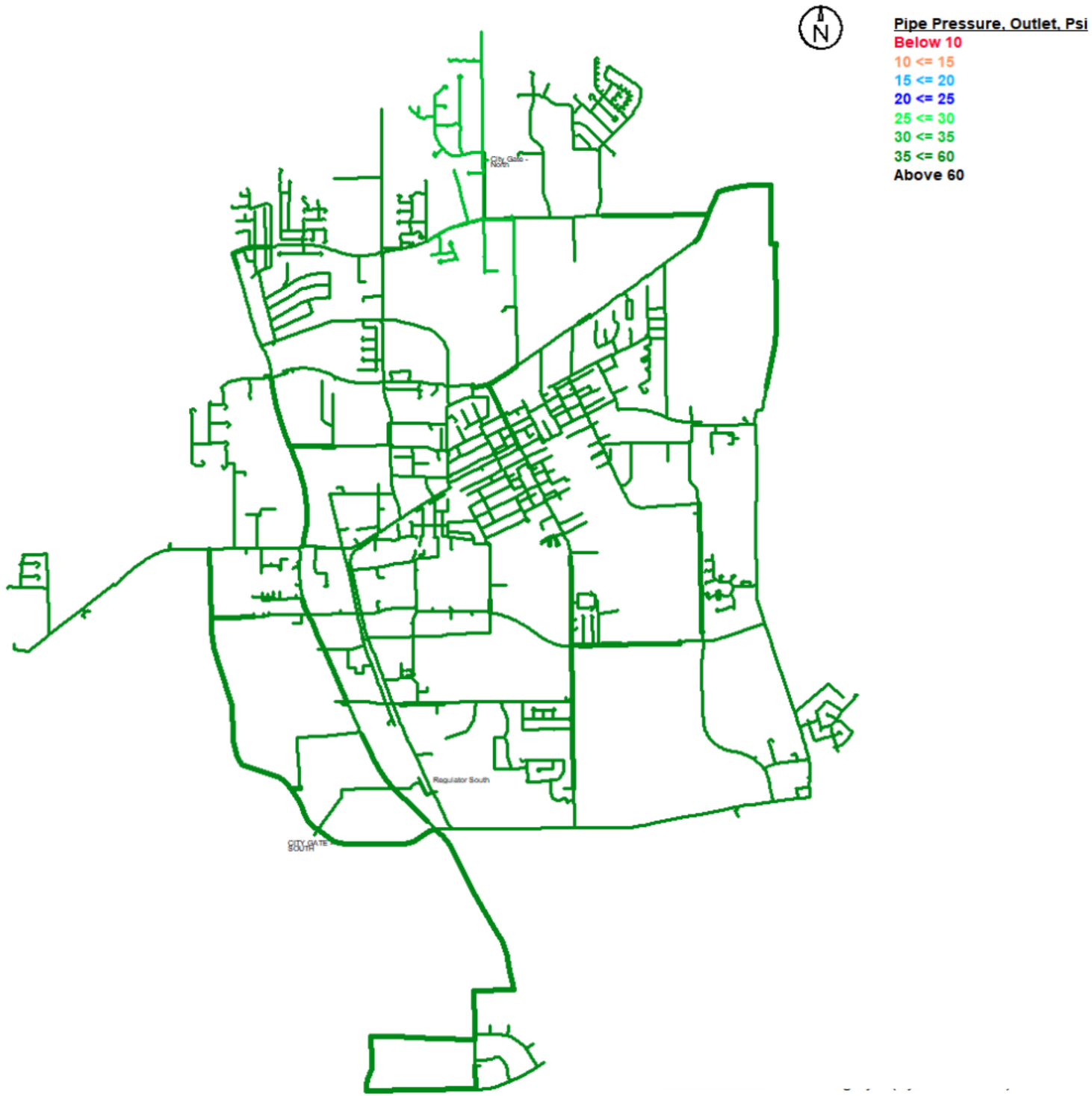
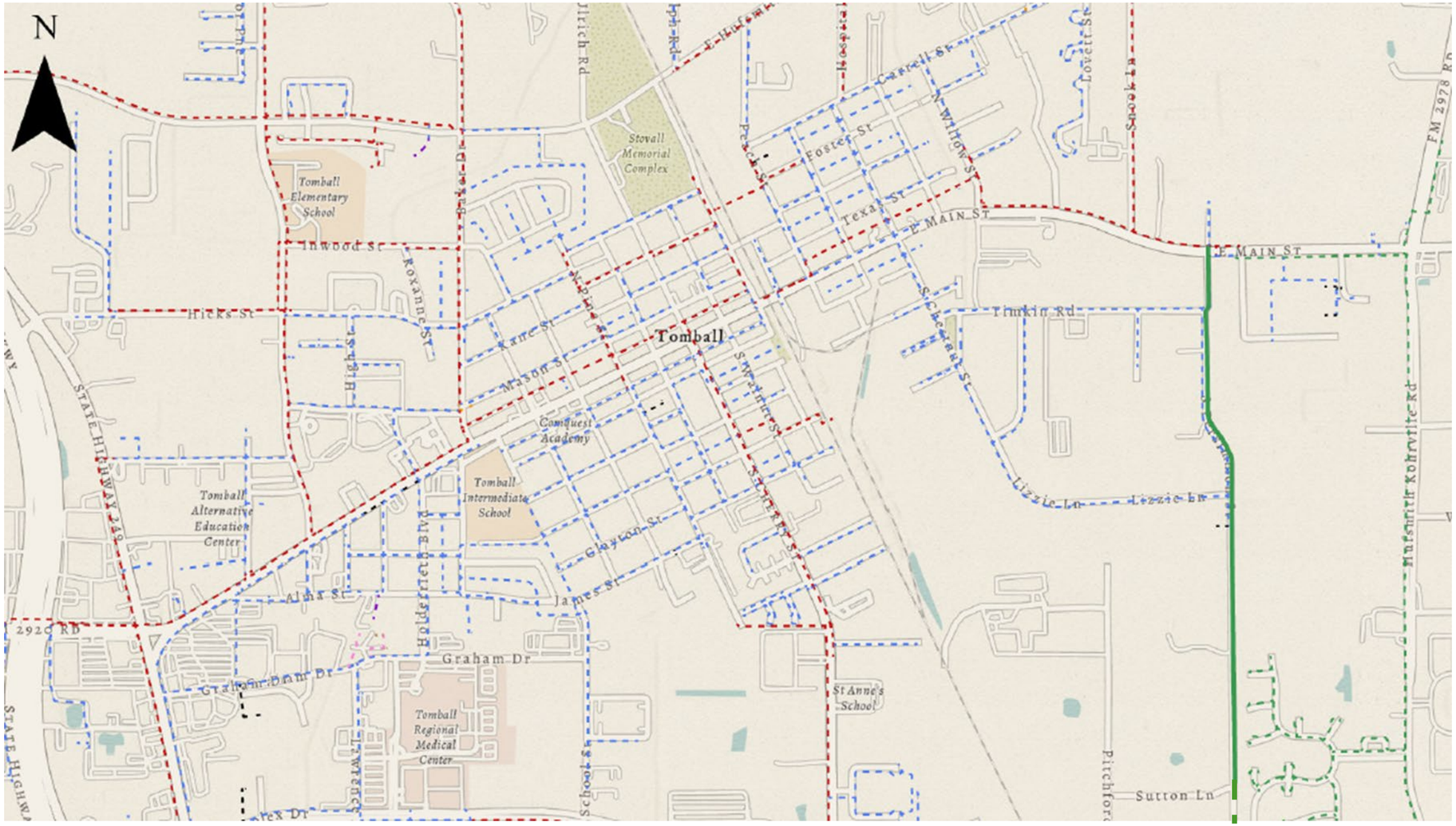


Exhibit 36: Project 16 (S. Persimmon St. 6" between FM 2920/N Main St & Sutton Ln)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 153,250.00	$ 1,065,900.00	$ 304,787.50	$ 1,523,937.50	Design and construct 5,195 LF of 6" poly to support growth on the east side of the system, boost a low point discovered in the model when stressed, and continue the process of completing a 6" outer loop along the eastside of the City; Abandon in-place the existing 2" poly; Engineering supports City with bid, construction and as-built phases.

Exhibit 37: Future System Pressures with Project 16 (S. Persimmon St. 6" between FM 2920/N Main St & Sutton Ln)

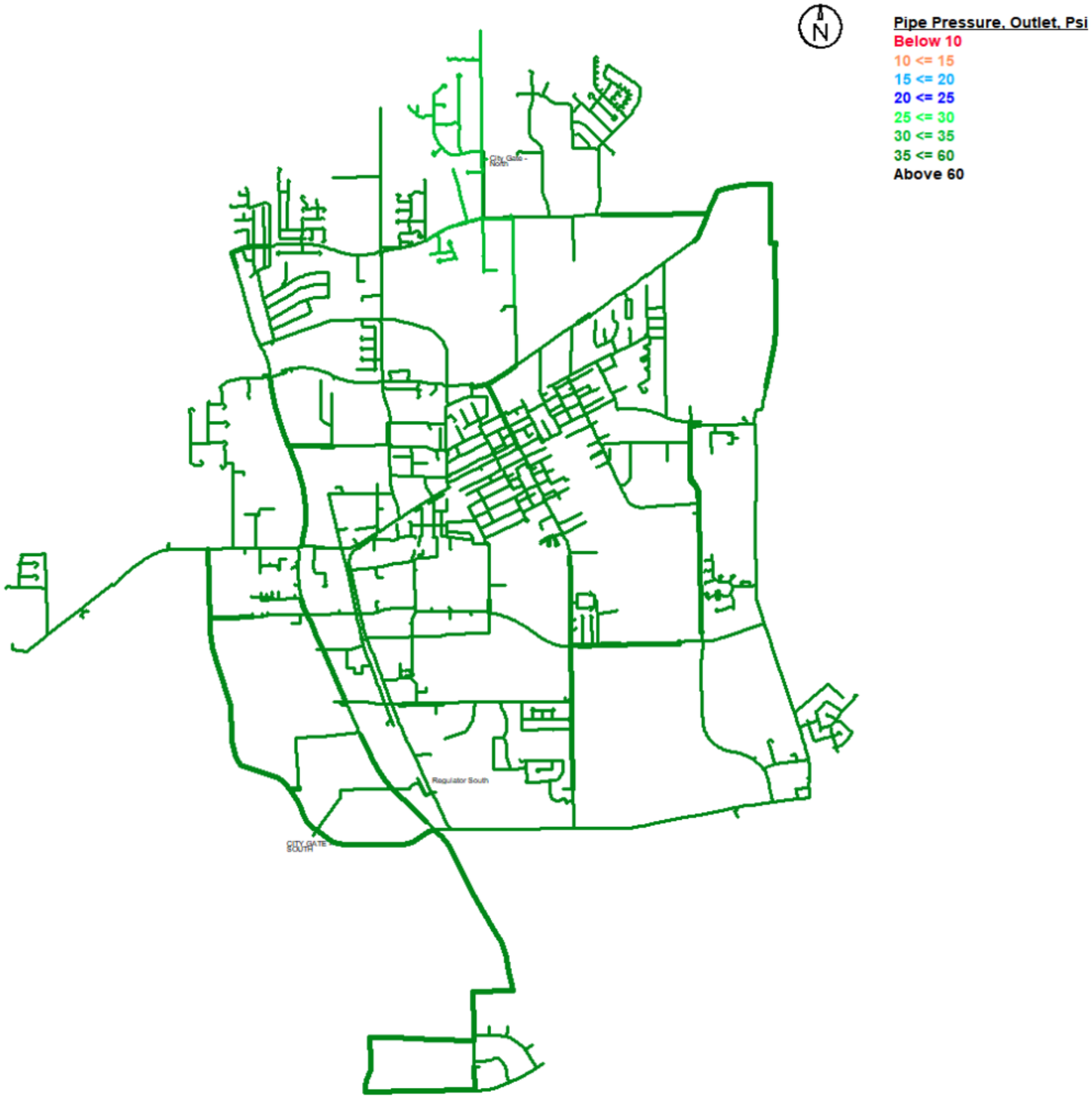
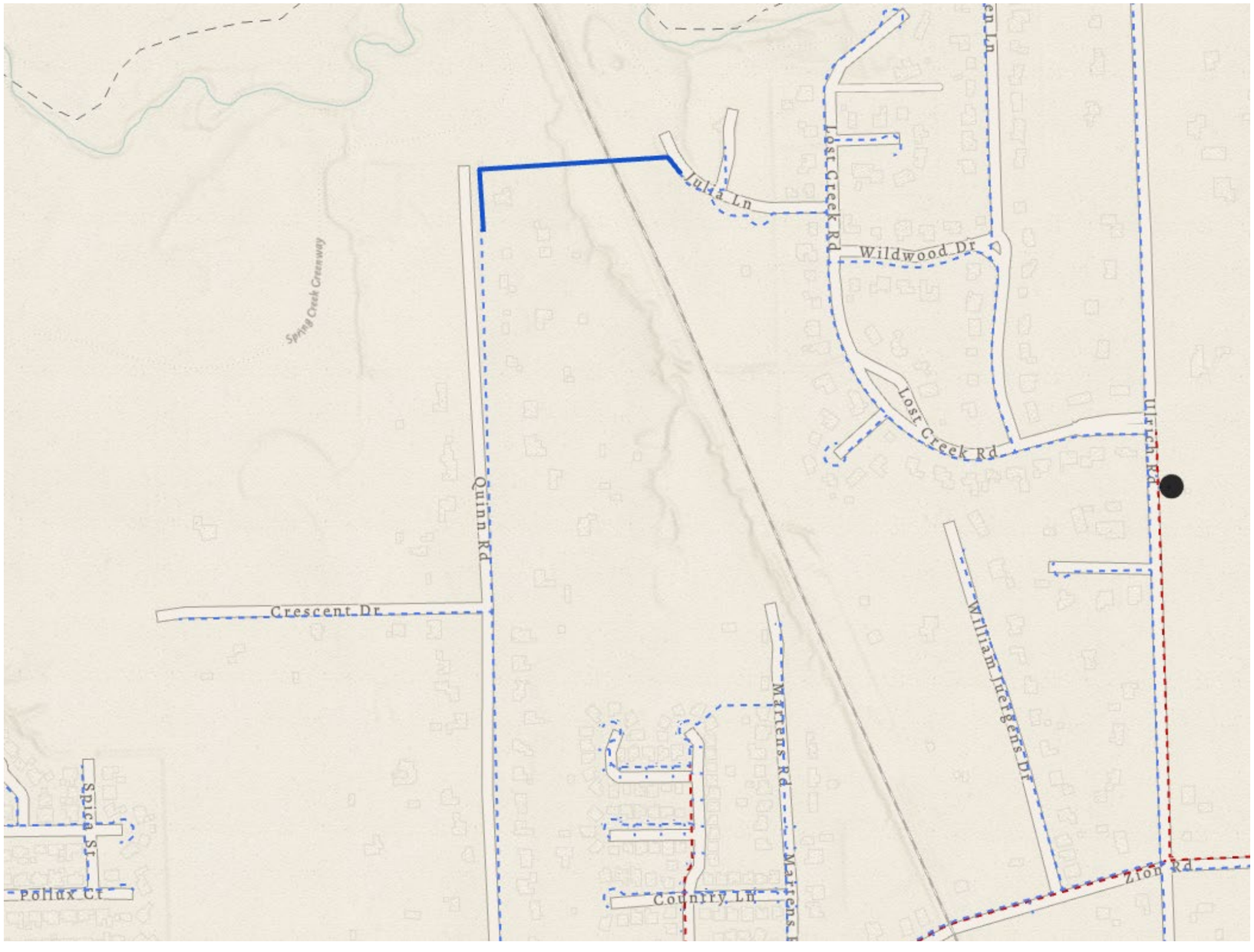


Exhibit 38: Project 17 (Quinn Rd/Julia Rd 2" Interconnect)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 40,437.50	$ 127,115.63	$ 41,888.28	$ 209,441.41	Design and construct 1,175 LF of 2" poly to create a 2-way feed on the northern end of the system. Engineering supports City with bid, construction and as-built phases.

Exhibit 39 :Future System Pressures with Project 17 (Quinn Rd/Julia Rd 2" Interconnect)

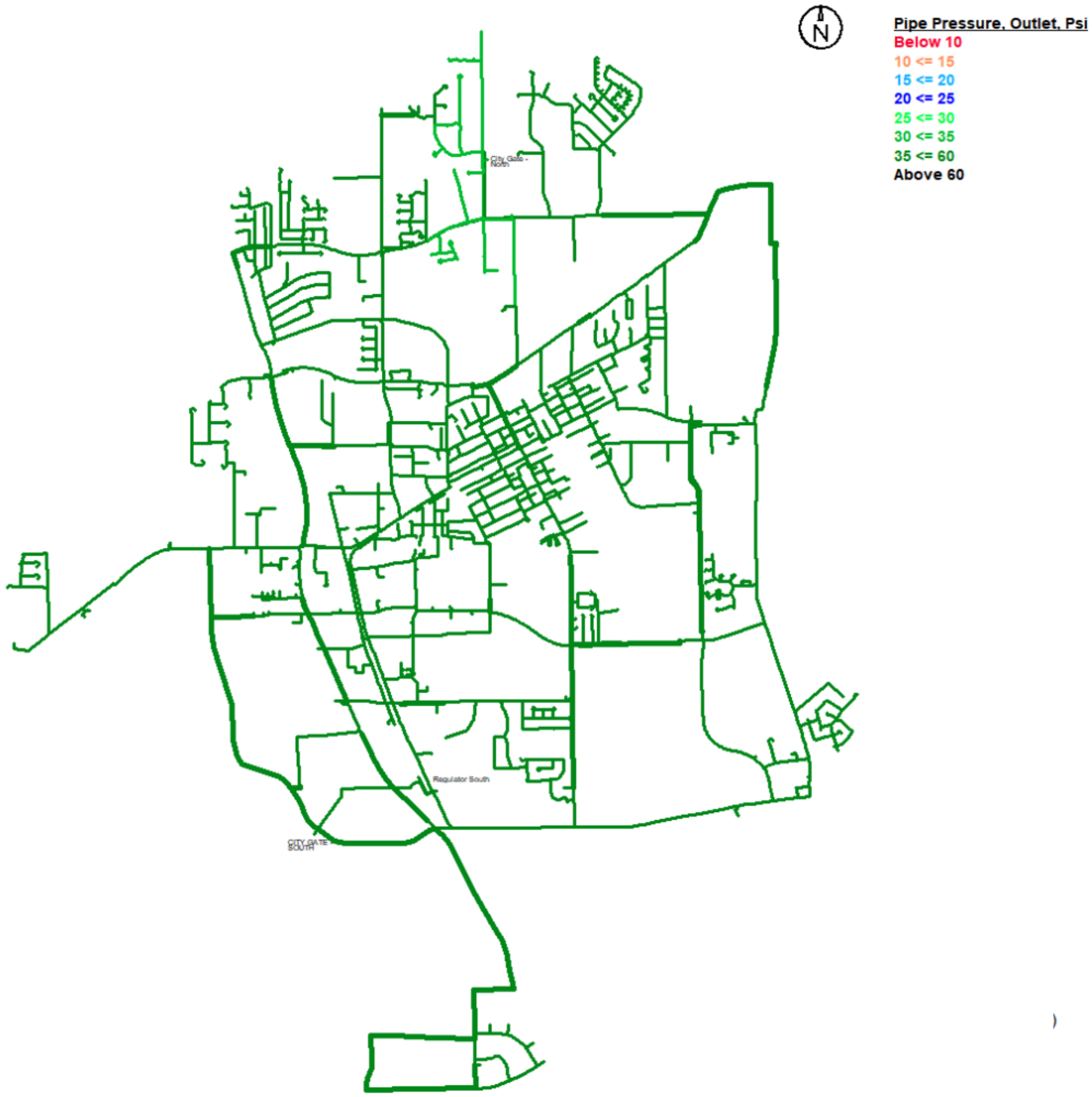
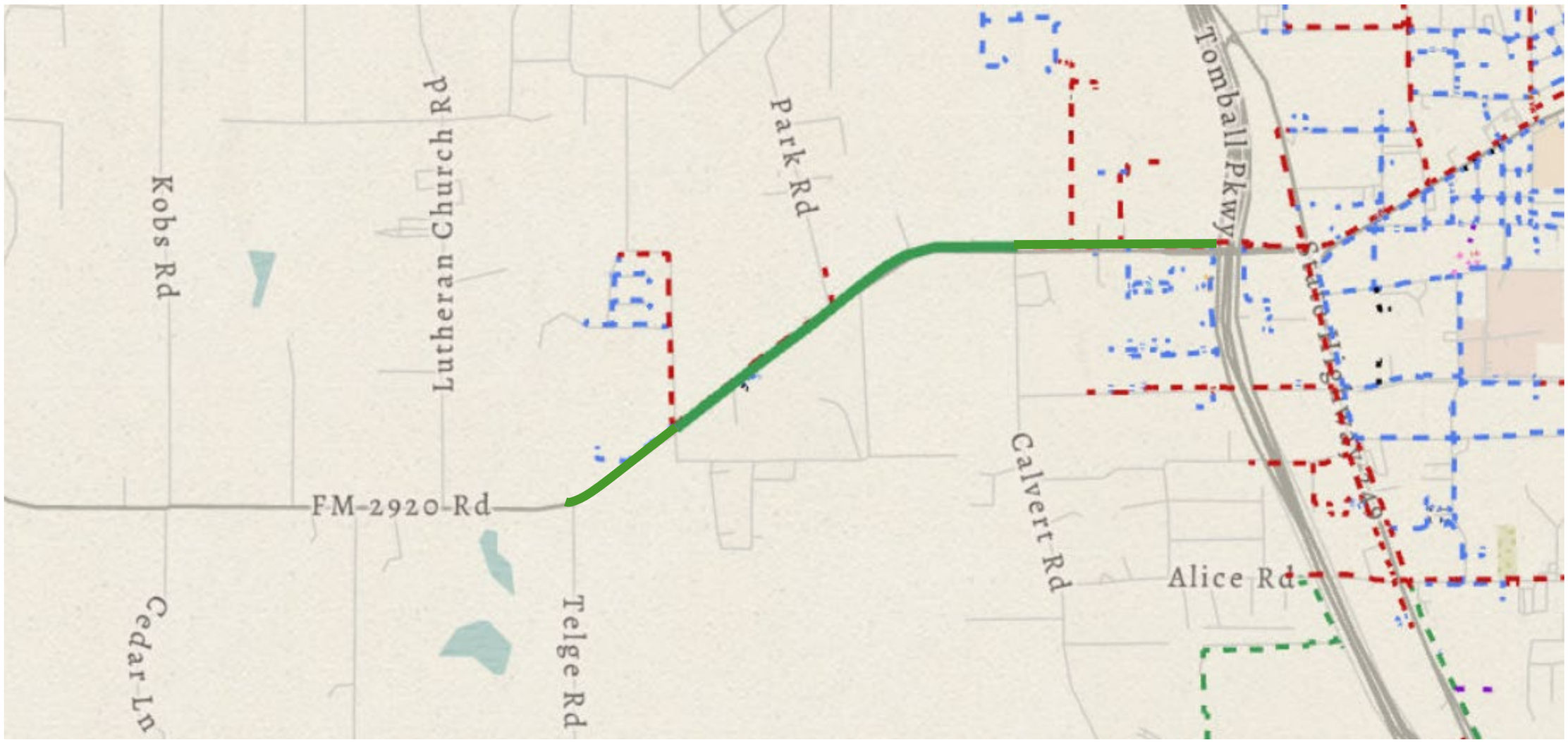


Exhibit 40: Project 18 (FM2920 6" from Telge Rd to SH249)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 243,250.00	$ 2,033,525.00	$ 569,193.75	$ 2,845,968.75	Design and construct 10,050 LF of 6" poly along FM2920 to improve system capacity from CG4; includes crossing FM2920 and SH249. Recommend completing this project through TxDOT's FM2920 project to allow for at least 60% reimbursement (proposing pipe size upgrade).

Exhibit 41: Future System Pressures with Project 18 (FM2920 6" from Telge Rd to SH249)

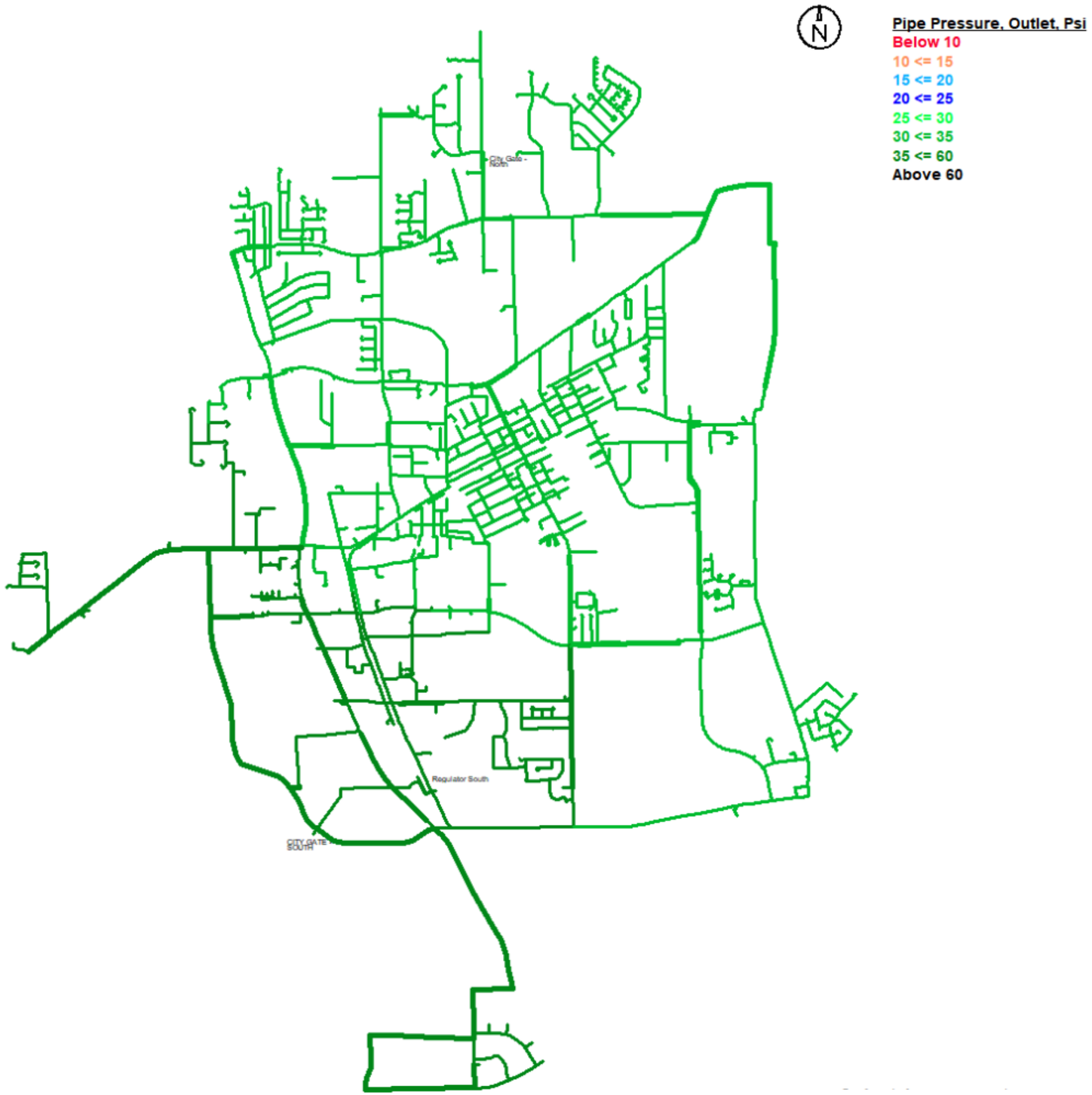
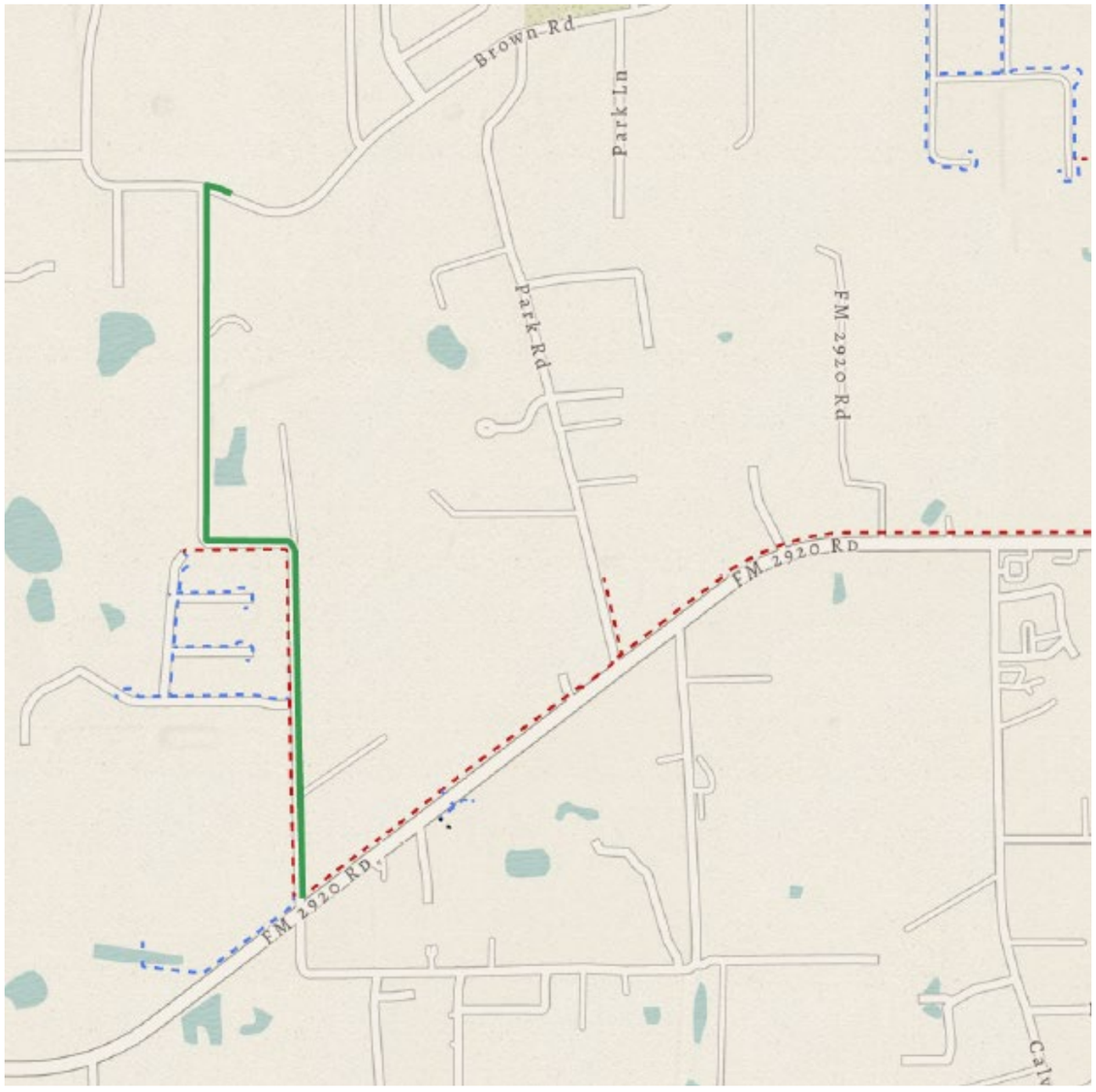


Exhibit 42: Project 19 (Tomball Cemetery Rd. 6" between Brown Rd. & FM 2920)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 150,970.00	$ 1,042,800.00	$ 298,442.50	$ 1,492,212.50	Design and construct 5,380 LF of 6" poly to create a 2-way feed on the northwest side of the City as well as continue the 6" outer loop on the west side of the system; Engineering supports City with bid, construction and as-built phases.

Exhibit 43: Future System Pressures with Project 19 (Tomball Cemetery Rd. 6" between Brown Rd. & FM 2920)

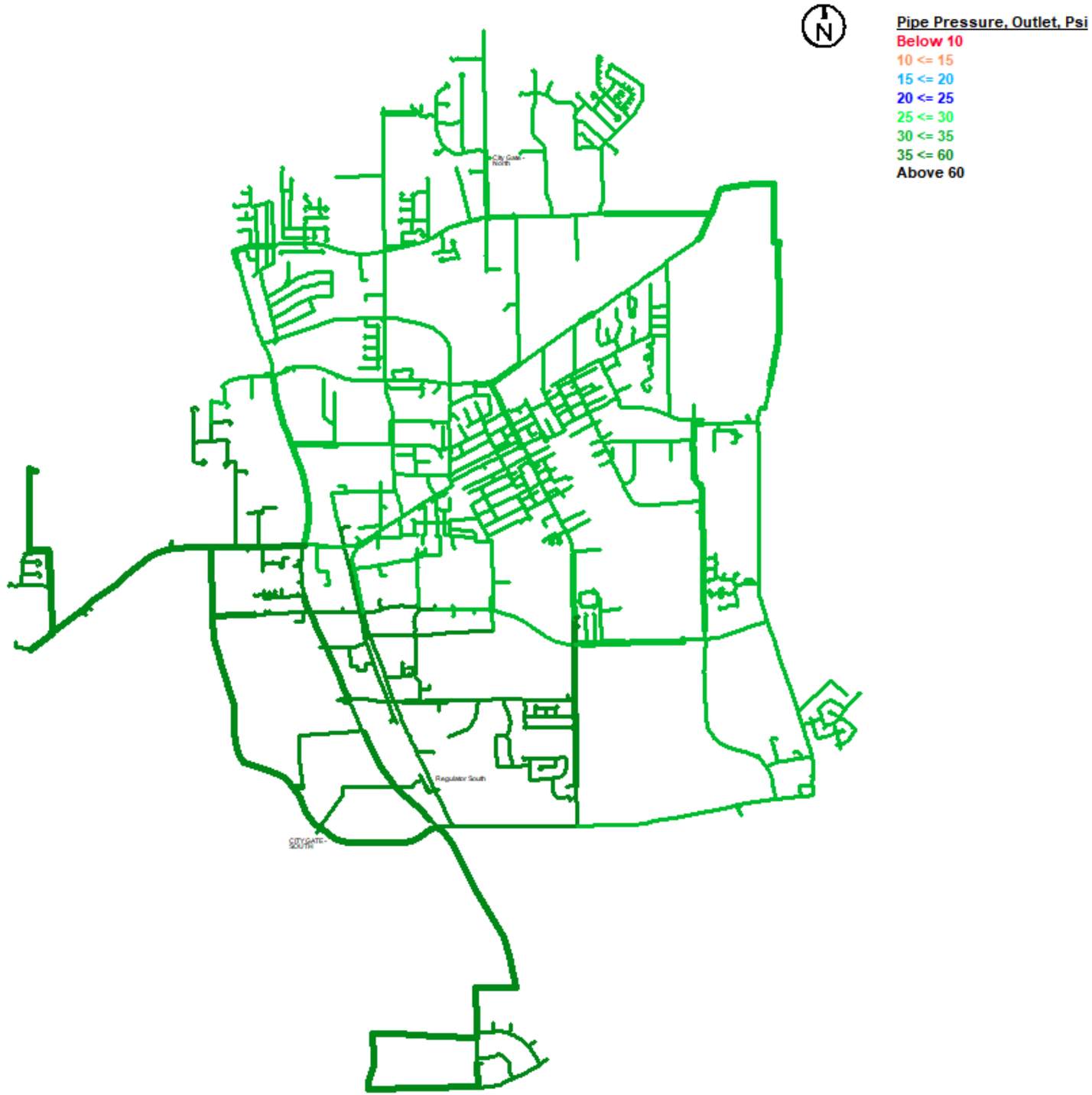
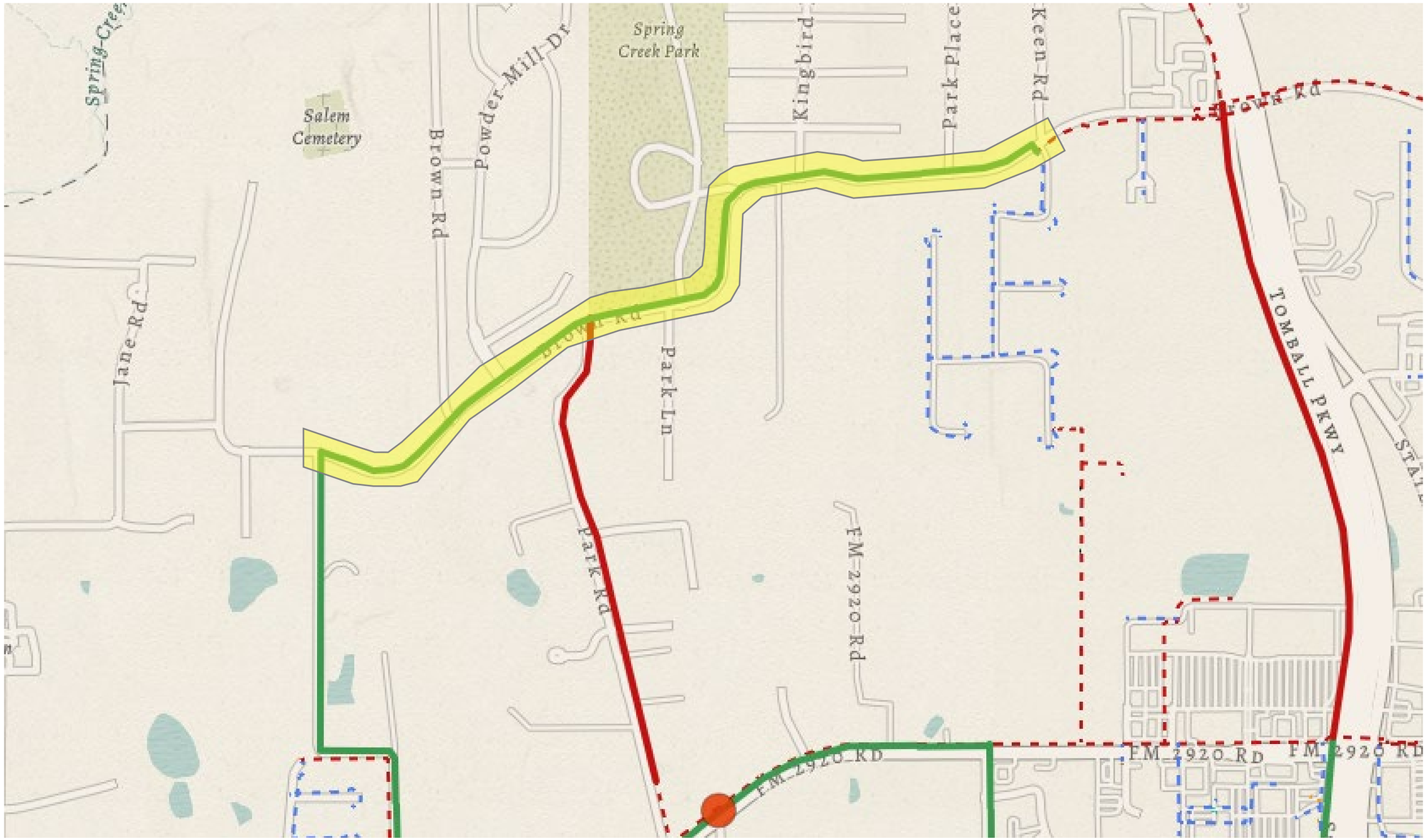


Exhibit 44:Project 20 (Baker Rd 6" from Tomball Cemetery Rd to Keen Rd)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 181,225.00	$ 1,285,556.25	$ 366,695.31	$ 1,833,476.56	Design and construct 6,775 LF of 6" poly to complete a two-way feed looped system on the western portion of the system where growth is expected. This will create resiliency in the system. Engineering supports City with bid, construction and as-built phases.

Exhibit 45: Future System Pressures with Project 20 (Baker Rd 6" from Tomball Cemetery Rd to Keen Rd)

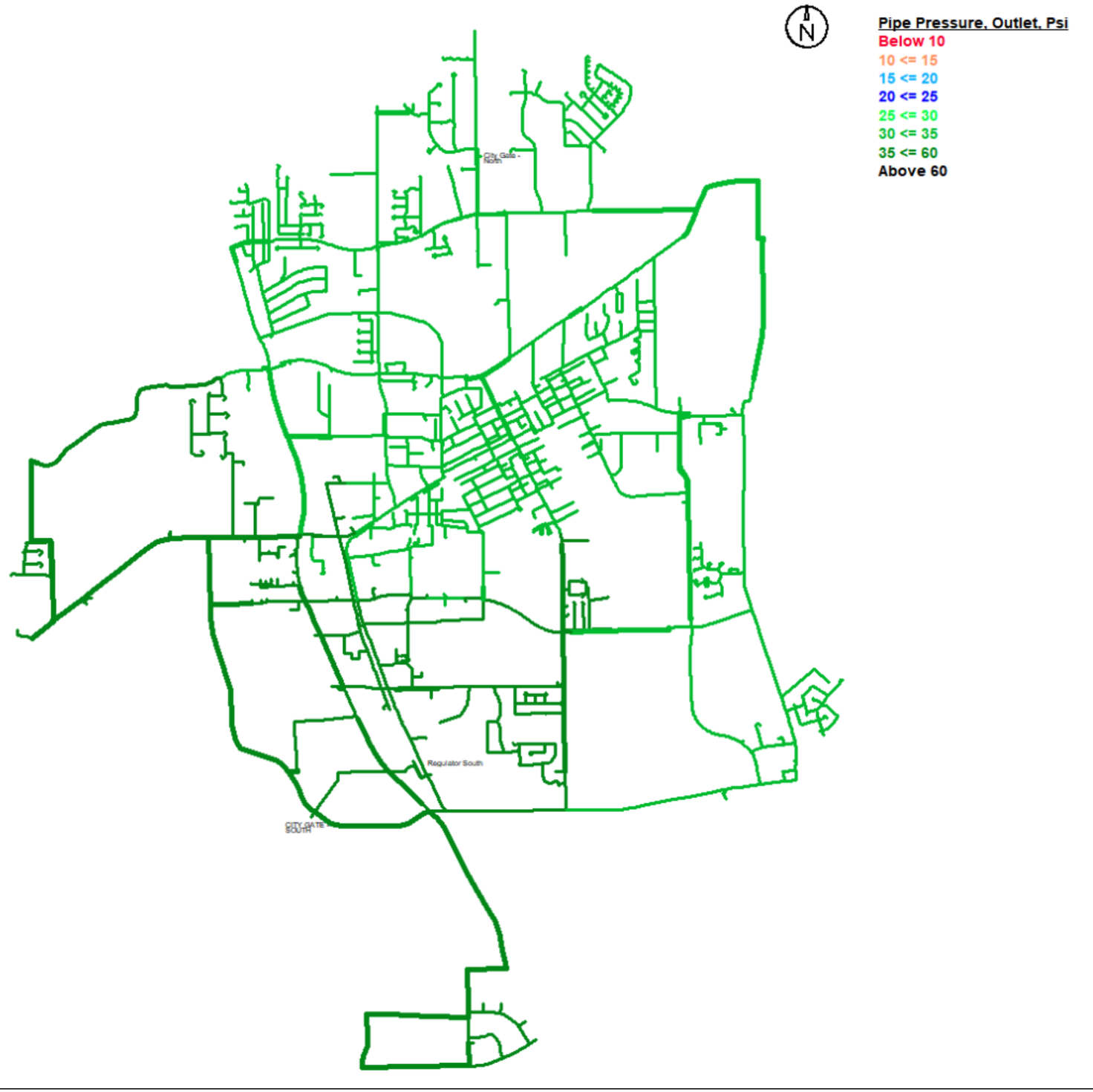
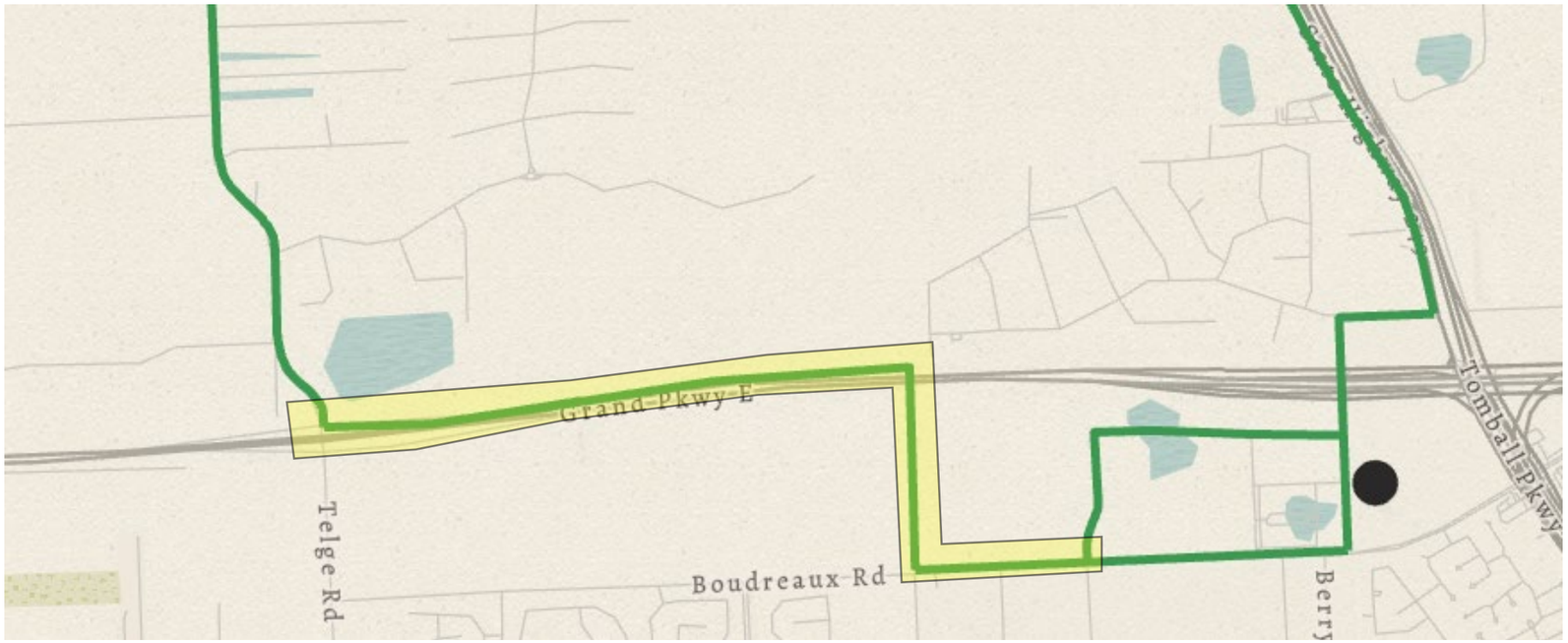


Exhibit 46: Project 21 (Boudreaux 6" between Hamish Rd and Telge Rd)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 239,950.00	$ 1,759,672.50	$ 499,905.63	$ 2,499,528.13	Design and construct 9,830 LF of 6" poly to complete an east-west backbone on the outer loop of the system. This will create resiliency in the system. Engineering supports City with bid, construction and as-built phases.

Exhibit 47: Future System Pressures with Project 21 (Boudreaux 6" between Hamish Rd and Telge Rd)

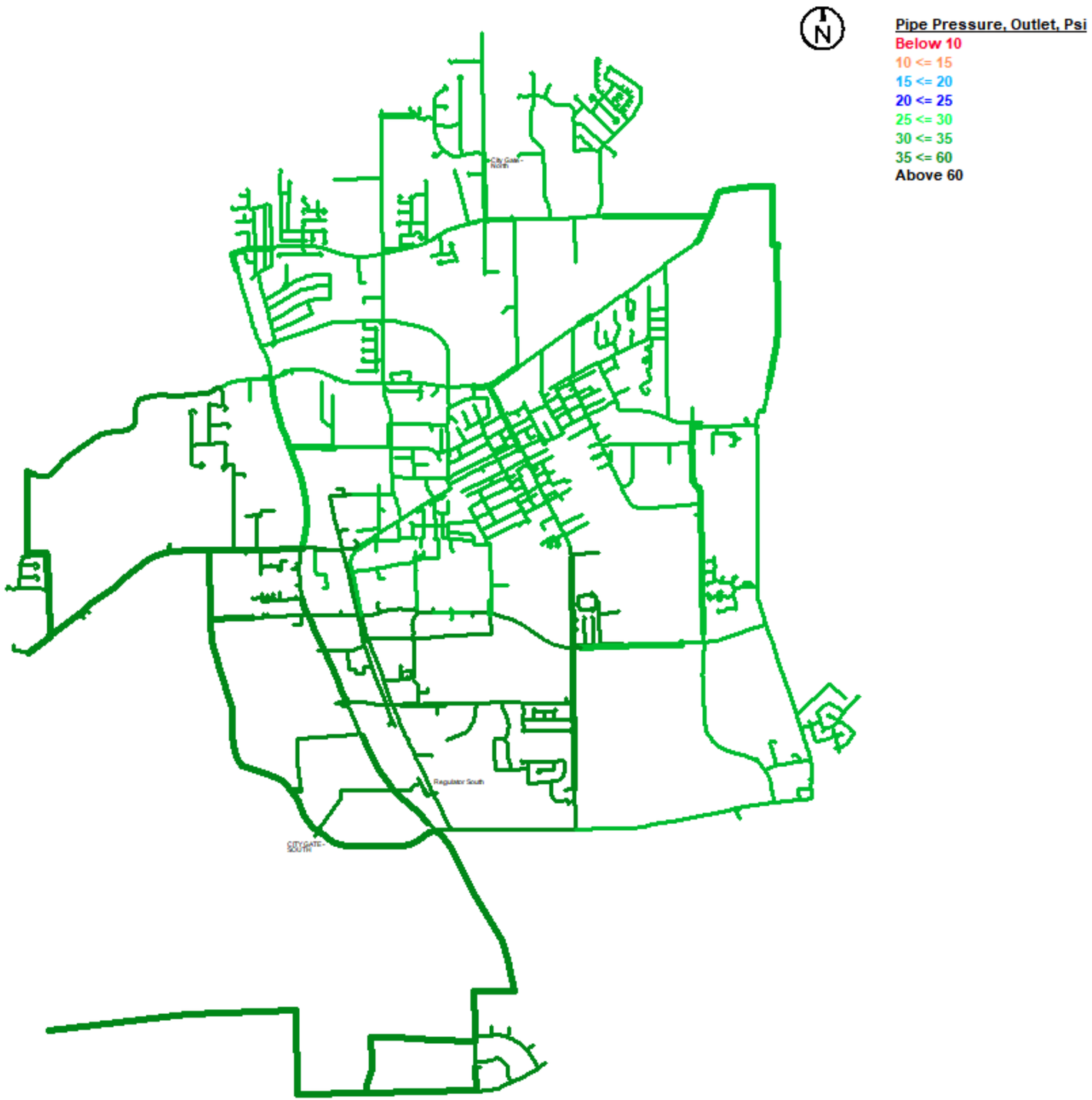
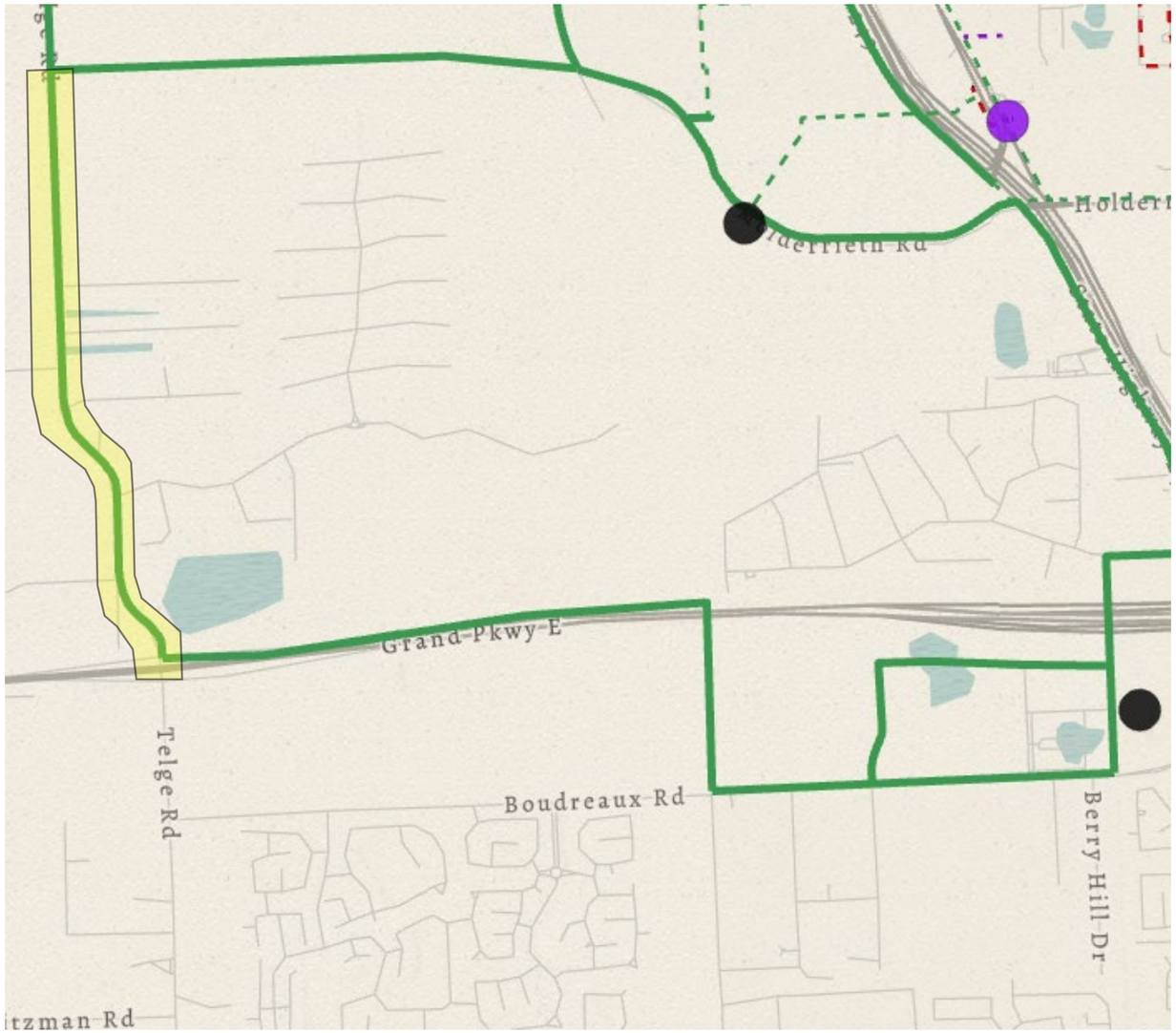


Exhibit 48: Project 22 (Telge Rd 6" from SH 99 to FM2920)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 256,000.00	$ 1,942,925.00	$ 549,731.25	$ 2,748,656.25	Design and construct 10,900 LF of 6" poly to complete a north-south backbone on the outer loop of the system. This will create resiliency in the system. Engineering supports City with bid, construction and as-built phases.

Exhibit 49: Future System Pressures with Project 22 (Telge Rd 6" from Boudreaux to FM2920)

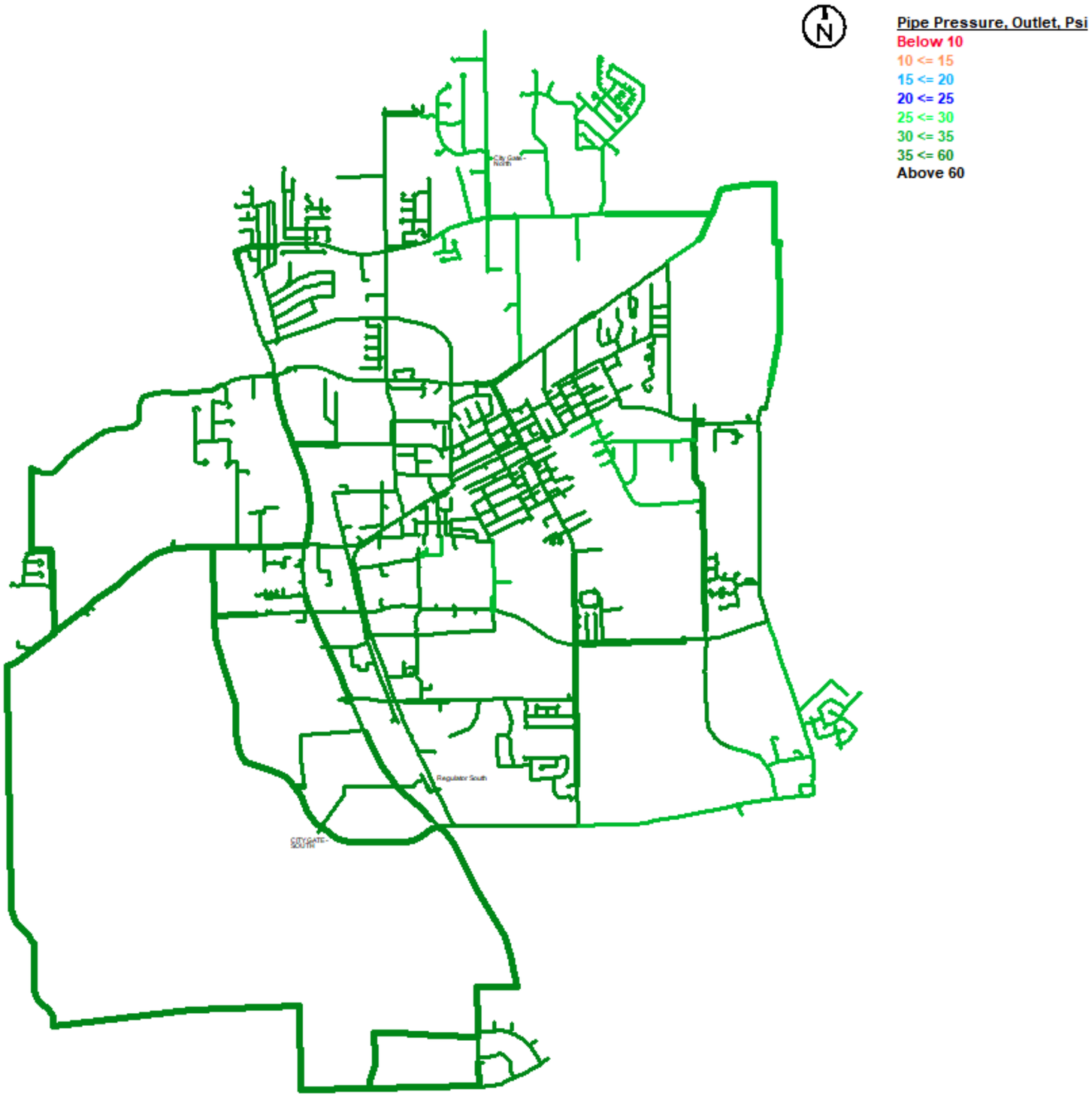
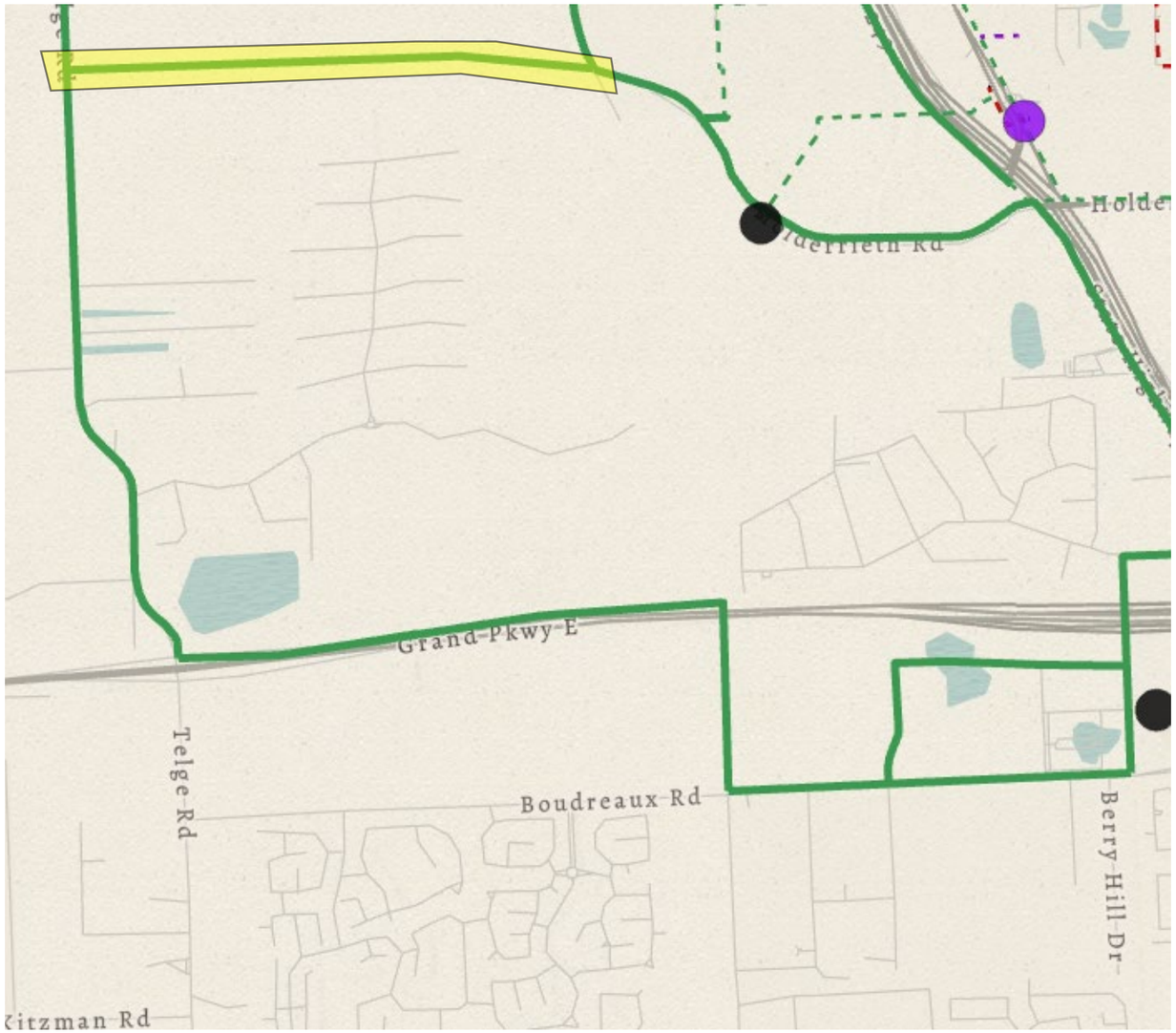
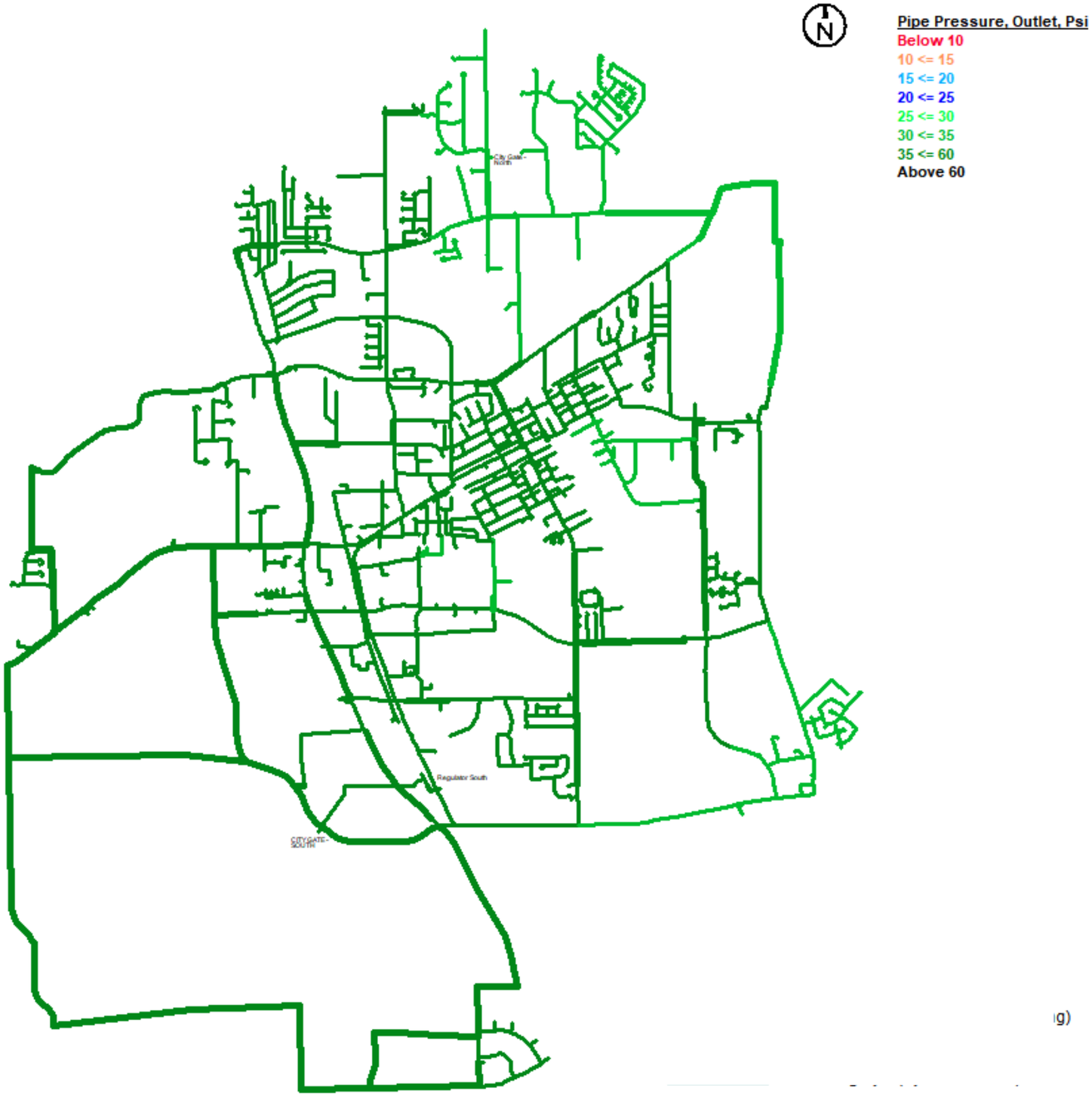


Exhibit 50: Project 23 (Humble Rd 6" from Calvert to Telge Rd)



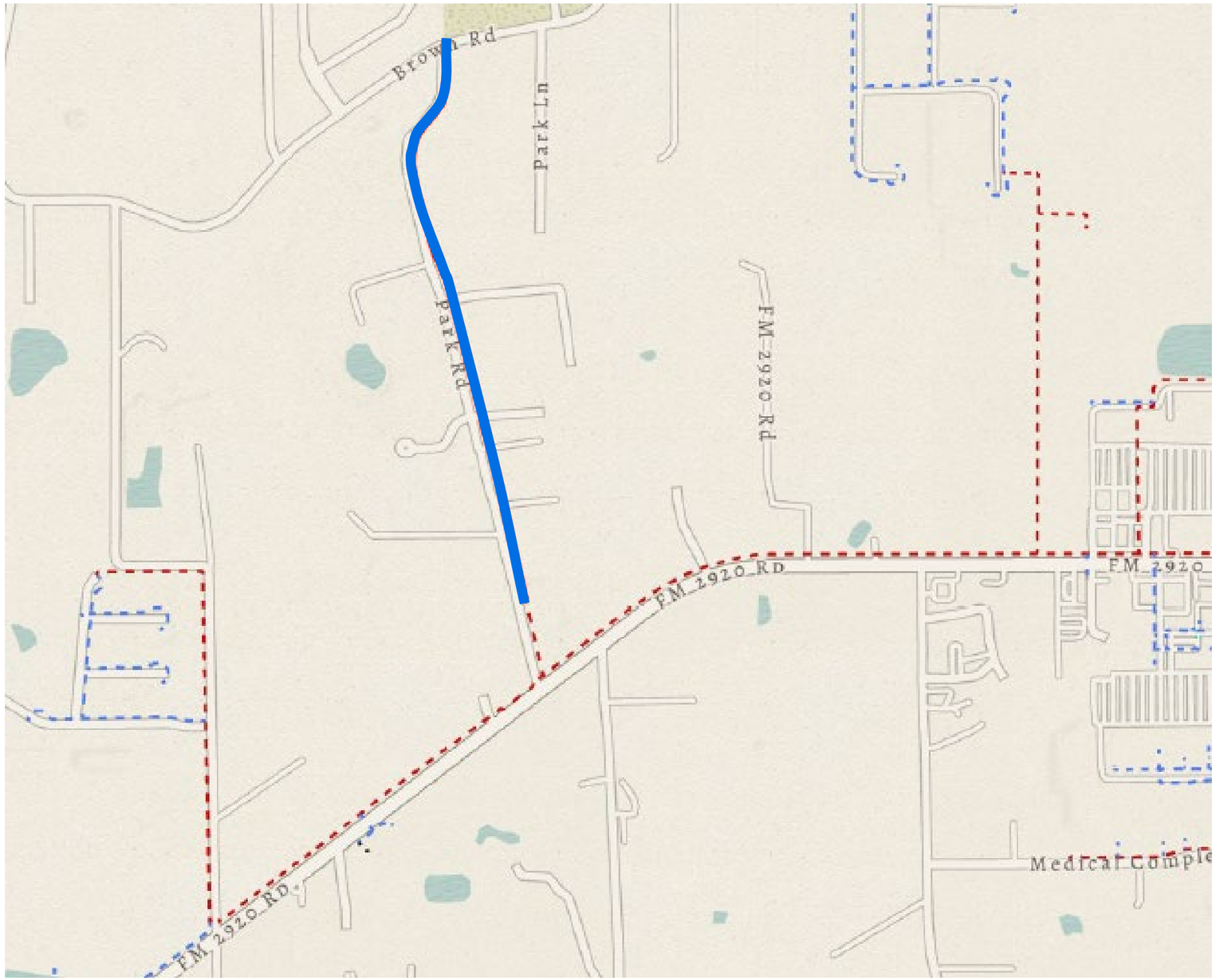
Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 193,730.00	$ 1,404,035.00	$ 399,441.25	$ 1,997,206.25	Design and construct 7,250 LF of 6" poly to complete a two-way feed looped system. This will create resiliency in the system. Engineering supports City with bid, construction and as-built phases.

Exhibit 51: Future System Pressures with Project 23 (Humble Rd 6" from Calvert to Telge Rd)



g)

Exhibit 52: Project 24 (Park Rd. 2" between Brown Rd. & FM 2920)



Costs			Contingency (25%)	Proposed Budget	Description/Notes
ROW Costs	Engineering Costs	Construction Costs			
$ -	$ 108,650.00	$ 362,609.50	$ 117,814.88	$ 589,074.38	Design and construct 3,870 LF of 2" poly to create a 2-way feed in the northwest part of thesystem to help support future growth; Engineering supports City with bid, construction and as-built phases.

Exhibit 53: Future System Pressures with Project 24 (Park Rd. 2" between Brown Rd. & FM 2920)

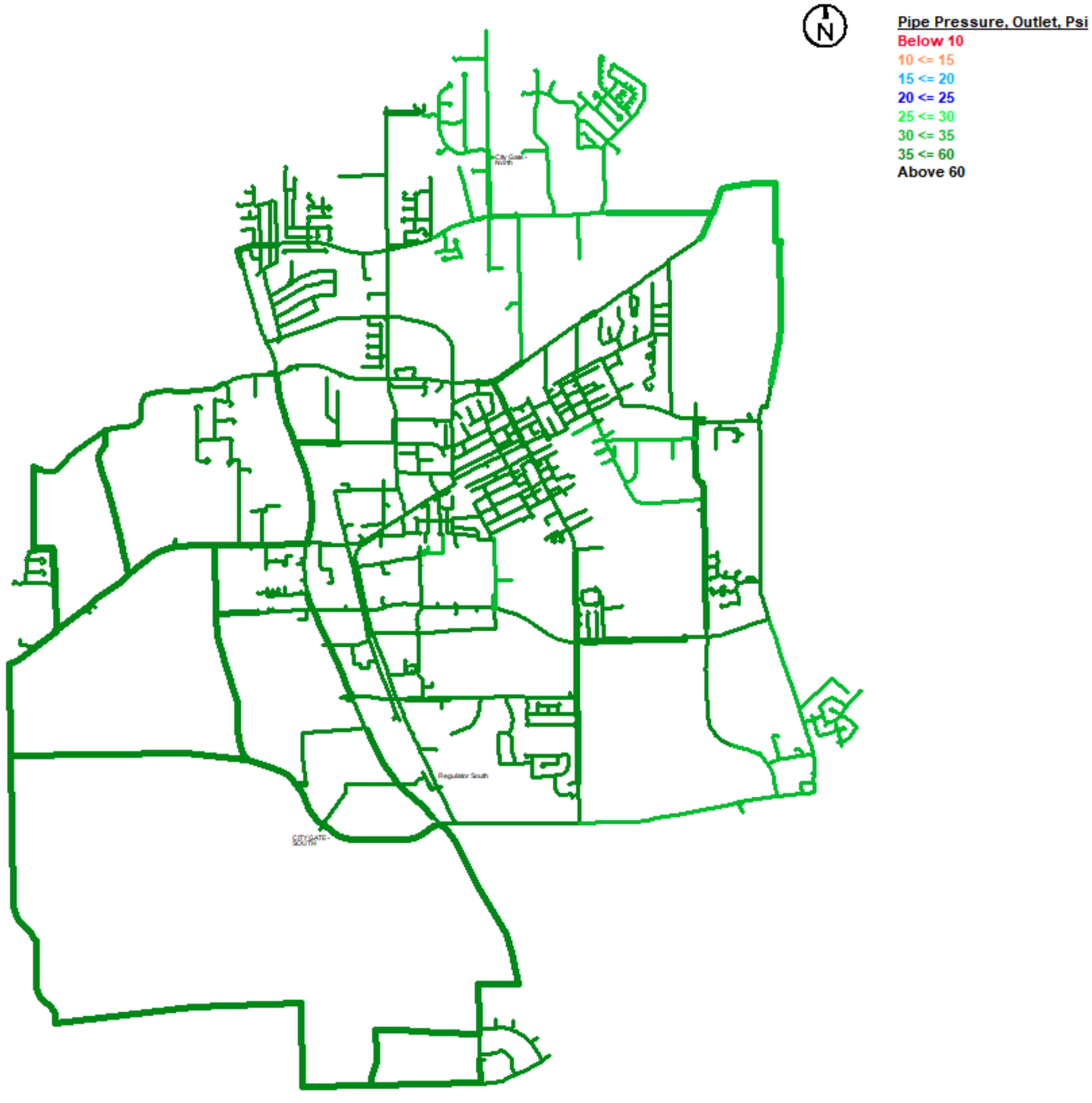
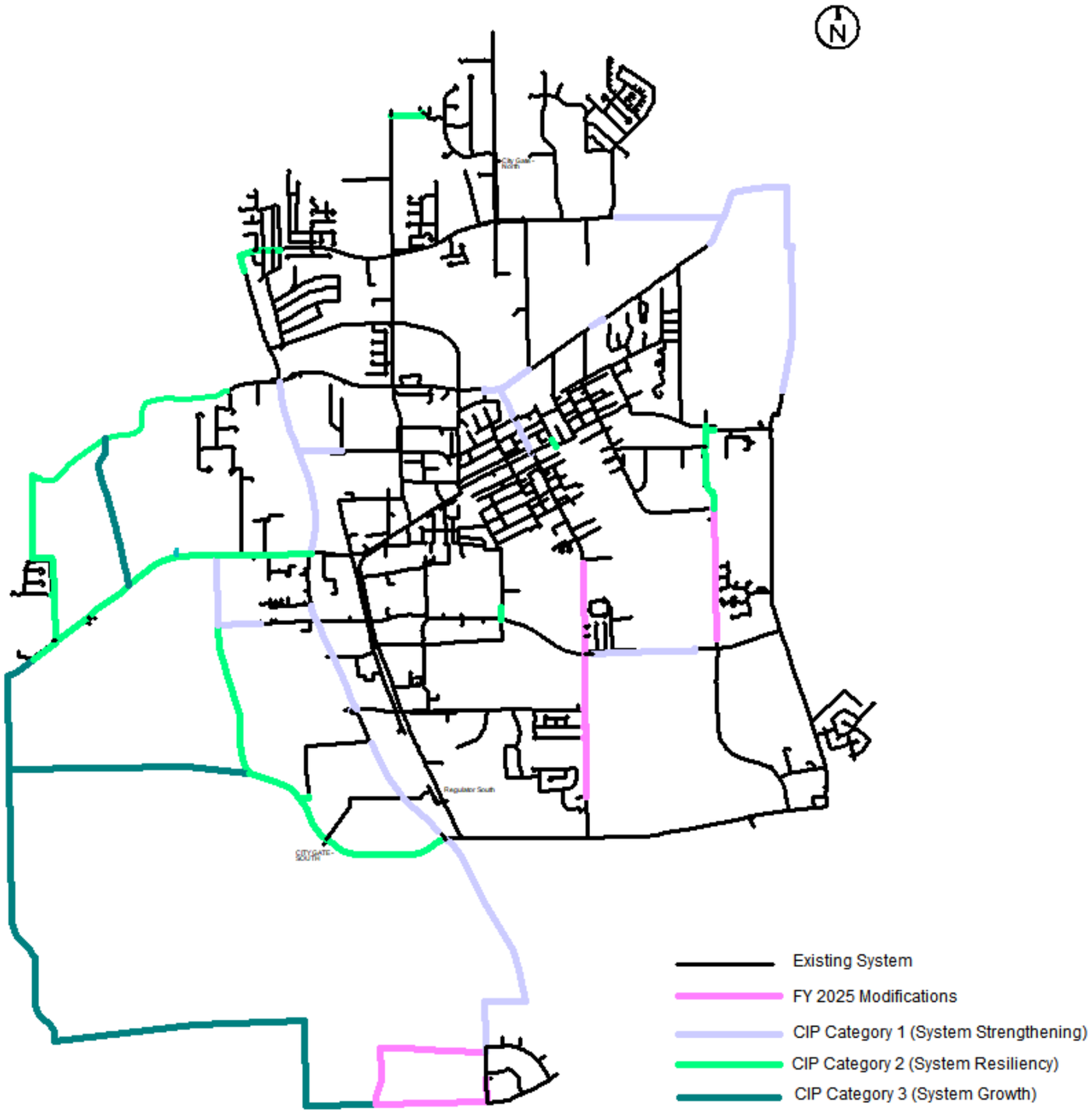


Exhibit 54: Overall Master Plan System Map



Overview of Capital Improvement Projects

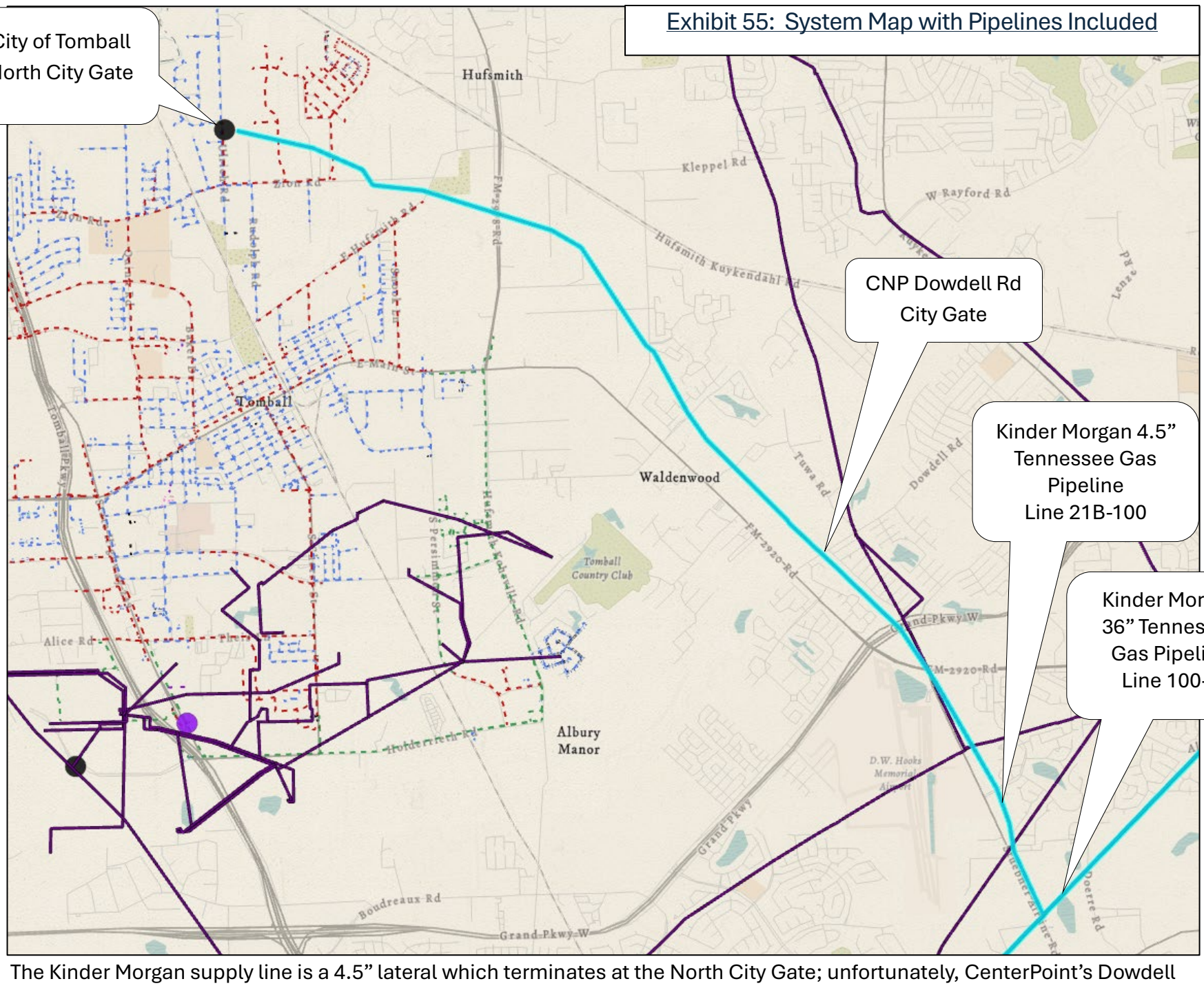
The preceding exhibits are graphical illustrations of the proposed projects, and their respective priorities based on the Phase 1 and Phase 2 evaluations completed by our team. These projects are divided into the following three categories:

- Category 1: System Strengthening Projects
- Category 2: System Resiliency Projects
- Category 3: System Growth Projects

CIP Category 1 Projects: System Strengthening

We recommend the City prioritize funding these projects to improve system vulnerabilities. Table 1.0 is a summary of Category 1 projects. Projects 1 through 10 fit in this category. These projects strengthen the existing system so that the City can strengthen reliability in order to maintain capacity to serve their existing customer base during peak conditions. If the system did not experience any growth, these projects would still be necessary. The biggest system concern is a vulnerability with the North City Gate. During Winter Storm Uri (February 2021), the system appeared to have performed with resiliency; the system remained operational and provided natural gas to all customers without low pressure concerns. However, during a January 2022 winter storm (in terms of low temperatures and the duration of low temperatures), the system did experience a system pressure loss and was not able to keep all natural gas customers active during the low temperatures. According to the pipeline supplier, there was an equipment failure on their part that caused the issue but because of the abnormal issues experienced during this storm we researched this concerning development together with the City gas team to better understand pipeline operations and risks to the City system. Our research determined that the pipeline feed into the North City Gate also supplies CenterPoint's Dowdell City Gate which had been upgraded since Winter Storm Uri for added capacity due to CenterPoint customer growth as well as to improve system resiliency during peak events. The exhibit below illustrates some key details.

Exhibit 55: System Map with Pipelines Included



The Kinder Morgan supply line is a 4.5" lateral which terminates at the North City Gate; unfortunately, CenterPoint's Dowdell Rd City Gate receives gas supply upstream of the North City Gate. The fact that there is growth in this region of CenterPoint's territory and their system takes all the volume they need first leaves the City of Tomball system at risk of an unforeseen drop in

capacity that cannot be monitored since the City cannot monitor the consumption by another utility. Additionally, there is an increased reliance on natural gas fueled backup generators in general due to the super storms Texas, and more specifically Houston and the surrounding region have experienced, that have compromised the electric grid. This means the City must take preventative measures to eliminate or minimize their ability to continue providing service to their natural gas customers. Refer to Exhibit 3 for a depiction of how the system would behave should the North City Gate go offline. Too much of the system is at risk if the pipeline were to lose pressure or have insufficient volume or pressure at the station inlet to keep the station active during an extreme weather event. Therefore, we propose a new city gate station, referred to as City Gate 4, as the top capital improvement priority. The station is strategically positioned along FM 2920 to facilitate a more expedited project schedule since the City already maintains a station in this area. There are two available pipelines in the target station vicinity, Kinder Morgan and SiEnergy (formerly EPCOR). By introducing this new station into the system, we begin a critical shift to strategically safeguard the system from the previously described risks. Refer to Exhibit 7 for a side-by-side comparison illustrating the system during an extreme demand event once this new station is active with and without a functioning North City Gate.

The 2nd priority is a project that connects the main system with the recently constructed Grand Parkway City Gate system. As illustrated in Exhibit 9, the system benefits by investing in this capital improvement are significant. This project completes the critical shift to strategically safeguard the system from the risks to the current supply line feeding North City Gate. The hydraulic model forecasts acceptable system pressures in a peak demand condition.

Once Project 2 is active, the remaining Category 1 projects focus on strengthening the system be installing system interconnects that convert one-way feeds into two-way feeds. Projects 3-10 are not the only interconnects recommended by our team; however, these strengthen the areas of highest concern. Refer to Exhibit 56 for an illustration of the Category 1

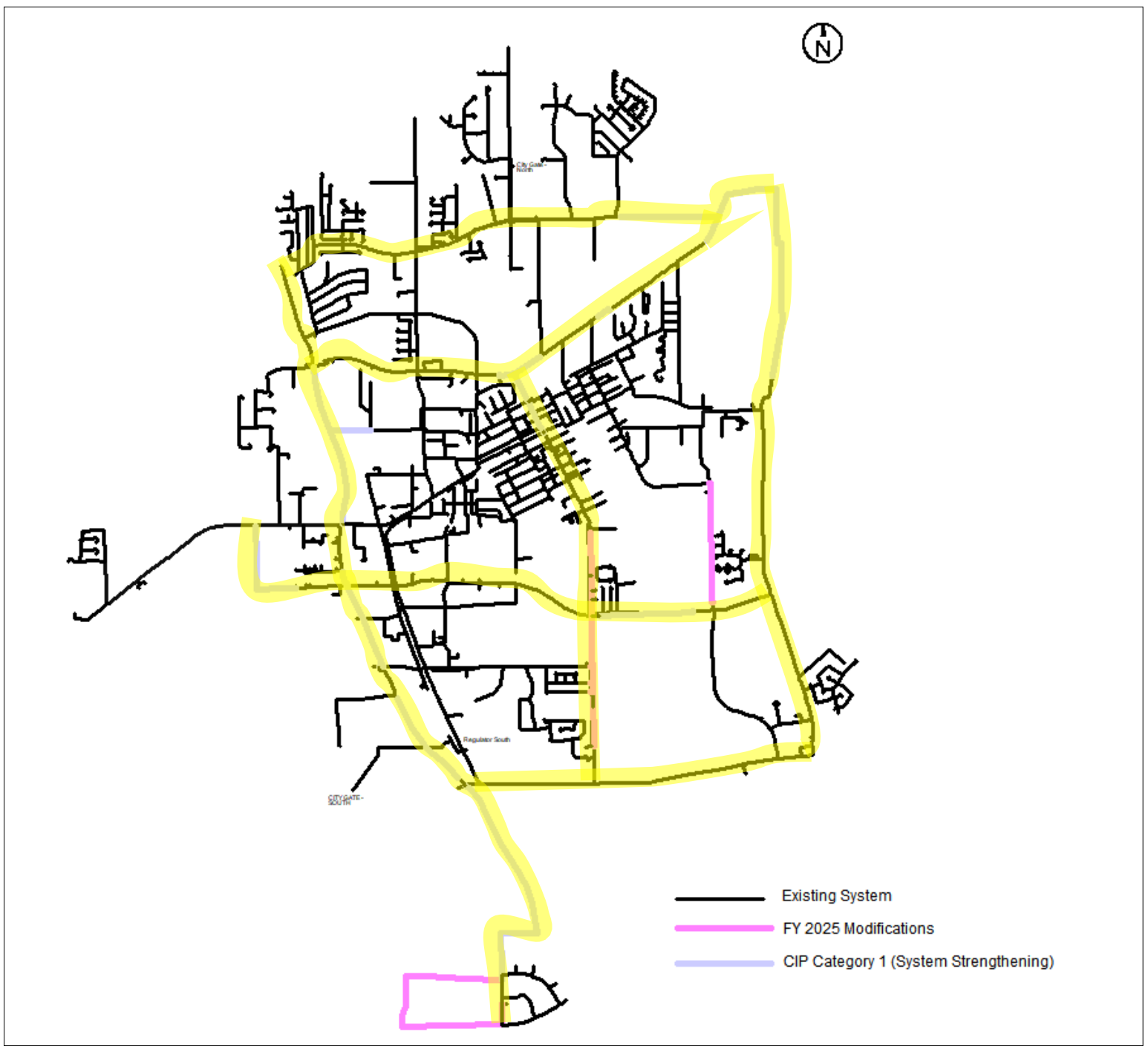


Exhibit 56: Category 1 Overall Layout

projects. The color coding applied to the projects helps differentiate them by location. As is evident by the yellow highlighted lines in Exhibit 56, the focus is to ensure a continuous feed exists on the north, south, east and west ends of the system. Additionally, there are continuous feeds looped east to west in the mid-regions of the system as well.

CIP Category 2 Projects: System Resiliency

Projects 11-20 create a deliberate two-way feed system in the areas where the existing system is not currently interconnected. This will make the system more resilient and improve capacity for added natural gas demands. Refer to Exhibit 57 for an illustration of the project concepts relative to the entire system. While one-way feeds remain in the system; we attempted to strategically identify the most impactful interconnects that help improve overall system performance during a peak demand condition.

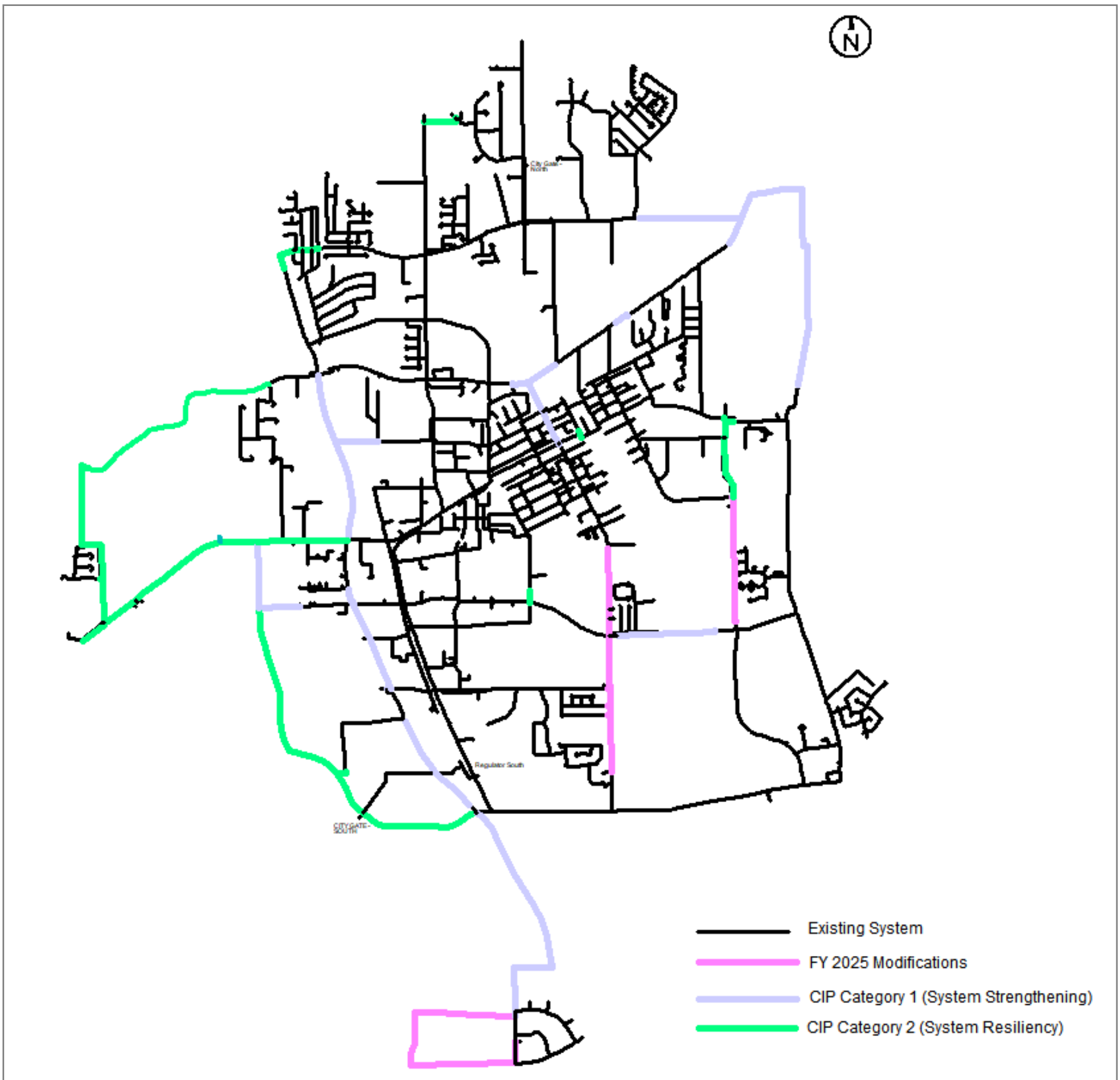


Exhibit 57: Category 2 Overall Layout

CIP Category 3 System Growth Projects

Projects 21-24 are targeted to address future growth. These projects continue the concept of a continuously looped system so that overall resiliency achieved in the Category 2 projects is not compromised. Refer to Exhibit 58 for an overall layout of the Category 3 projects. It should be noted that the projects conceptualized in this category are expected to be the primary main

lines to maintain the system backbone. As developments are permitted and constructed, the “open areas” will be filled in as needed to serve the development projects. Those ancillary mains can be designed as 2” mains as long as the primary mains are designed as noted in this master plan.

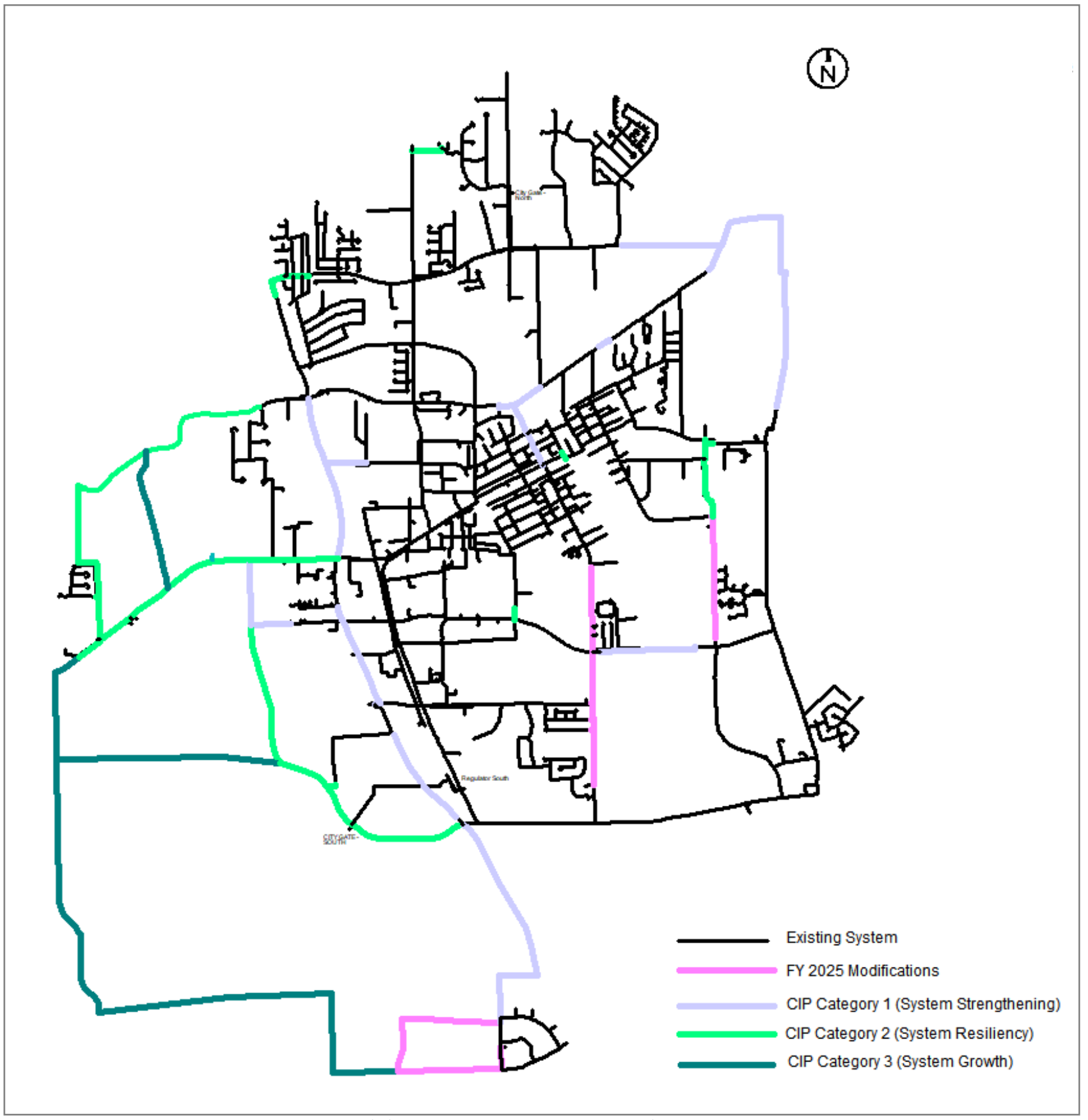


Exhibit 58: Category 3 Overall Project Layout

Refer to Appendix A for a list of projects and their respective estimated cost details by recommended category.

System Needs and Recommendations

Station Design Requirements

A new city gate station is needed to offset the system dependency on the North City Gate. Our team evaluated a few locations to identify the most expeditious and cost-effective placement of a new station. The model results we have provided emphasize the flow dynamics of a natural gas system and illustrate the fact that with a continuous primary system (or backbone) the location of the station does not necessarily have to be at the same quadrant of the existing station we are looking to replace. Due to the limited supply options, replacing the North City Gate in the same quadrant of the system is not in the City’s best interest. We recommend the final location of the new station, referred to as City Gate 4, be strategically positioned off FM 2920. Not only does this location support the anticipated growth to the north and west, but it also enables the City to maximize the future impact of a TxDOT project along FM 2920. This will provide an opportunity for upgrading the pipe diameter while receiving reimbursement from TxDOT for the original pipe diameter. In other words, designing a

betterment to the system will provide the City with a cost savings since the TxDOT project will offset the cost to replace the original pipe size/type. The station is the immediate need and should not be delayed. The City gas team is aware of the risks with the existing North Gate station. While every effort is being made in advance of a forecasted peak weather event, the risk of losing system pressure due to an offline North Gate is simply a matter of time. The meter at North Gate must be bypassed to ensure natural gas continues to flow during peak demand conditions. This is a Band-Aid that leaves us with an immeasurable impact since the actual volume of gas supplied during these critical times is literally not measured. Therefore, if the system experiences increasing demand, we are unable to monitor this development. Additionally, in the previous fiscal year and in this current fiscal year, the surrounding area has experienced electrical outages, increased gas demand upstream of North City Gate), which has the potential to choke the gas supply available to North City Gate. Therefore, at this time, our team cannot deem the existing system as safe and dependable during peak conditions; the vulnerability has been carefully handled without loss of supply during each peak operating condition experienced since February 2022 outage. It is imperative that the City prioritize allocating the funds necessary to build and activate a new City Gate as this is the only true action that will enable this system to become a safe and dependable system. We urge the City to consider this a critical and essential project whose impact will be immediate. Further, we recommend the City consider implementing this project with an aggressive turnaround schedule such that the new station is activated and in place prior to Winter 2026, To achieve this, the City should consider a design-build approach to allow for the most aggressive design, material procurement and construction schedule utilizing a similar design to that of the Grand Parkway City Gate. Incorporating the Grand Parkway station design would standardize the design which would yield operations and maintenance benefits; this includes but is not limited to increased proficiencies with standardized equipment, improved working knowledge of the equipment, ability to stock replacement parts and decrease any down time for said replacement parts. Further, while our team has engaged Kinder Morgan to verify the feasibility of a tap location at the recommended location, we recommend checking feasibility of tapping the adjacent SiEnergy (formerly EPCOR) line not only for possibly better cost of the supply but also for diversifying the source of gas supply. Otherwise, all city gate stations would be supplied by the same pipeline.

Funding Mechanisms

It is our understanding the City charges a flat rate per Mcf for all natural gas services. We understand the City's preference to not complicate their billing rates; however, we recommend the City consider categorizing their customers and developing additional fees that vary based on customer type. For example, Residential customers can even be divided into two categories to differentiate those that have natural gas fueled backup generators or outdoor appliances. This could be a rate that applies only when the customer loads or appliances exceed a standard allotment which could help deter customers from utilizing oversized equipment in their homes. Another example would be for industrial and commercial customers to be charged an additional fee for continuous or uninterrupted supply. We suggest the City consider implementing some of the fees listed below to help ensure the City is recovering not only the breakeven operation and maintenance costs but also the capital improvement needs. The fees we see other municipalities apply are as follows, listed in no particular order:

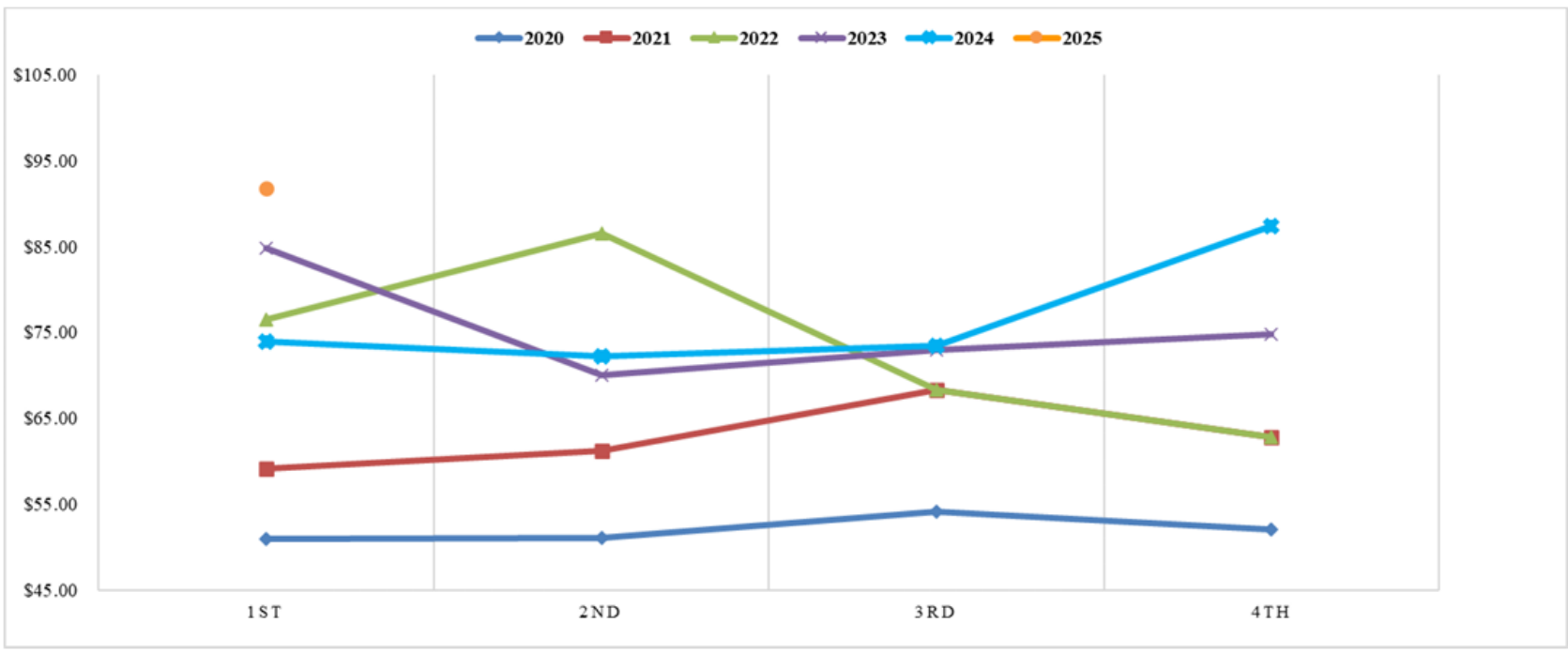
- Amortization of regulatory assets (note City ordinances authorize the regulatory asset and recovery of such costs; this approach may be feasible to help fund capital improvement projects that build resiliency and reliability into the natural gas system)**
- Additional rate per Ccf for consumption that exceeds 6000 Ccf +
- Backup generator surcharge
- On demand charge for uninterruptable services, note this fee varies between winter condition and non-winter and is charged per CCF
- An additional energy charge is imposed on high volume customers and is typically coupled with the demand charge
- Meter installation fee
- New service tap fee
- Meter read verification fee (customer convenience/request)
- Furnace lighting/re-lighting (customer convenience/request)
- Re-dispatch technician (imposed if City is unable to access customer meter and tech has to be rescheduled)
- Repeat service call (if customer continues to request same action)
- Disconnect fee
- Reconnect fee
- Notification fee

Some of the fees are minimal fees; for example, meter read verification fee may be $20 but having these fees helps curb the requests and at the same time offset the costs to the City.

**We strongly recommend the City consider adding a mechanism into the rates that helps recover capital improvement costs to fund the backbone of the system at the very least. Further, we suggest incorporating a pipeline safety and regulatory program fee surcharge as allowed by §8.201 Pipeline Safety and Regulatory Program Fees of the Texas Administrative Code Title 16 Part 1 Chapter 8 Subchapter C. Additionally, a utility can incorporate a fee for Construction Work in Progress (CWIP) in cases where the utility does not have the means to raise the needed capital, and the system would be compromised without the construction work. In contrast, an Allowance for Funds Used During Construction (AFUDC) can be capitalized once a new project is activated if the CWIP was not captured. For additional clarification and details, refer to the RRC Rate Review Handbook included in Appendix G.

+6000 Ccf (or 6 Mcf) is the "traditional approximate monthly average winter consumption of gas for a residential customer in the State of Texas" per the Texas Railroad Commission Six Mcf Report which is published quarterly. In general, the residential cost of gas is typically comprised of the cost of gas plus the cost of service. We recommend those determining the City's rates review the Six Mcf Report and compare the 5-year historical data against the City's average rates for the equivalent service. For reference, we offer the following chart excerpted from 2025 Quarter 1 report:

CHART 2 – TOTAL BILL AVERAGE BY YEAR*



* The total gas bill includes the Cost of Service and Cost of Gas.

Total Bill Average Historical Data				
Year	1st	2nd	3rd	4th
2020	$ 50.95	$ 51.10	$ 54.18	$ 52.08
2021	$ 59.08	$ 61.23	$ 68.28	$ 62.86
2022	$ 76.55	$ 86.46	$ 68.28	$ 62.86
2023	$ 84.78	$ 70.07	$ 72.92	$ 74.82
2024	$ 73.87	$ 72.24	$ 73.40	$ 87.35
2025	$ 91.82			

Figure 2: RRC 6 Mcf Report 2025 Q1 5 Year Comparison of Total Residential Cost of Gas

It should be noted that the RRC analyzes the residential costs of the following entities:

- Atmos Energy Corp., Mid-Tex Division and West Texas Division
- CenterPoint Energy Entex
- Summit Utilities Arkansas, Inc
- Texas Gas Service Company
- City of Corpus Christi
- City of San Antonio (better known as CPS Energy)
- West Texas Gas Utility, LLC

We should further note that for the purposes of the City of Tomball, our team has defined the residential load as 5 Mcf per month since it is a warmer region. However, our team has not performed a full analysis of the typical residential load in the City of Tomball.

Last, we recommend the City consider the following grants to assist in offsetting costs that would be borne by the taxpayers. By implementing any available resources such as these, the City would demonstrate considerable good faith to mitigate impacting taxpayers' rates.

- Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) Grant Program offered by the US Department of Transportation's Pipeline and Hazardous Materials Safety Administration (PHSMA) for installing the system backbone which would be a number of the projects so that the City can build the continuous backbone system around the exterior as well as the N-S interconnection.
- Pipeline Emergency Response Grant (PERG) offered by the US Department of Transportation's Pipeline and Hazardous Materials Safety Administration (PHSMA) for training City personnel and/or for the purchase of station upgrades for the existing South City Gate.
- Community Development Block Grant Program offered by the U.S. Department of Housing and Urban Development for the construction of public improvements.
- Community Facilities Direct Loan & Grant Program in Texas offered by the USDA Rural Development to determine grant eligibility for the purchase of new equipment such as a vacuum excavator to facilitate locating system tie-ins or for the construction of public improvements.
- Texas Community Development Block Grant Program (TxCDBG) offered by the Texas Department of Agriculture for utility infrastructure improvements.
- Public Works and Economic Adjustment Assistance Program offered by the U.S. Department of Commerce to possibly fund construction projects, equipment purchases or personnel training.

System Growth

Since our firm started providing natural gas engineering services to the City, we have noticed significant growth on the south side of town and south of Grand Parkway. We are also beginning to see substantial growth to the west. This is based on the capacity studies that have been completed by our firm. Additionally, since completing Phase 1 of this project, we have worked closely with the City gas team during 2 major winter events to ensure the gas team closely documents system performance in critical areas. As noted in earlier sections of this report, there is a significant need for a reliable gas supply on the north side of town to compensate for north gate supply vulnerabilities. It is our professional opinion, based on the various model scenarios, calculations, system performance during critical load and our general subject matter expertise that the absolute number one priority for the City of Tomball is to build a reliable gas supply for the north side of town. The scenarios we have modeled are based on supporting the existing demand plus an additional 25%.

Further, we recommend continuing to perform capacity assessments prior to introducing new services that supply more than 5 Mcf or requiring a deliver pressure of 2 psig or greater. This general recommendation will ensure both adequate supply as well as monitor the growth. At the time the capacity study is performed, the assessment should also evaluate any impact to the master plan concepts. Additionally, our team would like to closely monitor regions where the model pressures fluctuate and appear to be load-sensitive. We believe these areas may be near capacity, thereby warranting a capacity study regardless of delivery volume or pressure to ensure the existing mains can support the added load. Refer to the exhibit that follows for an illustration of the sensitive areas.

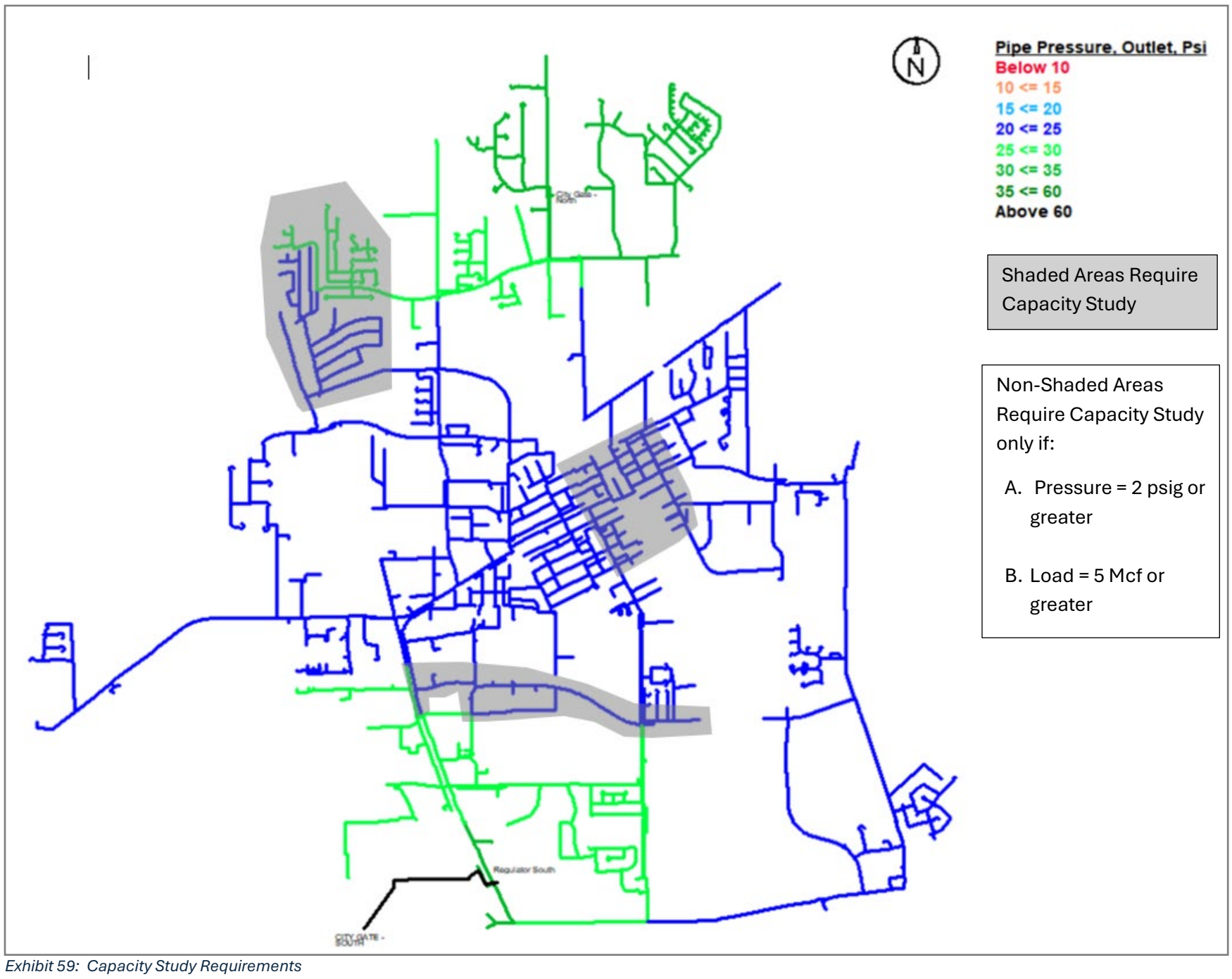


Exhibit 59: Capacity Study Requirements

Last, we recommend a recurring report that documents activated customers to ensure the services and anticipated loads are accurately updated periodically in both the City GIS maps as well as the system model.

Generator Backup Supply

Since 2020, Texas has experienced 130 power outages due to significant weather events resulting in 4,186 outage hours. This electric grid vulnerability has resulted in an increased use of natural gas fueled backup generators in homes. This trend appears to be impacting natural gas distribution systems across Texas in a unique way due to the immediate on-demand load that is now serving to offset power outages. Local distribution companies are experiencing a higher than peak consumption surge which is reducing line pack at a greater rate than natural gas systems experienced in previous years. Additionally, there has been an annual increase in the purchase and installation of these generators which means that these abnormal system surges will continue to impact natural gas systems. Many gas systems in Texas are striving to better understand the impact generator loads are having on their systems as well as ensure their systems have adequate capacity to meet these new demands. We recommend the City consider implementing ordinances, processes and procedures to strategically approve and monitor the use of natural gas generators within their service territory.

It is our understanding that the City already has a permitting process in place for new and existing residential and commercial customers installing backup generators. However, we suspect the current processes are checking for capacity alone and not ensuring strategic use of the natural gas supply. It is in the City's best interest to develop an ordinance as well as permitting policies to address this growing concern. In doing so, the City will put in place measures that ensure all generator installations and maintenance provisions are in the system's best interest while monitoring this growth and refining their GIS and natural gas system model to accurately depict this evolving landscape. The purpose of the natural gas generator ordinance is to establish the need for a permitting process prior to installing a generator. The ordinance should also require a self-disclosure to the City for any generator installed without an approved permit. We suggest the City consider charging a permitting fee for generator installations in addition to a backup generator surcharge for any excessive loads. The surcharge is meant to curtail

oversized generators which is a known challenge other natural gas operators have experienced. If the City is opposed to an added fee for the customer, then the City should consider defining the maximum kW output by residence square footage.

While it is in the City's best interest to obtain load profile updates from customers with an unapproved/non-permitted generator, a self-disclosure requirement for all natural gas customers could be beneficial overall. This would help update all natural gas customer profiles to ensure City records document the customer appliance or load profile details. This profile should include health and wellness information to ensure the City records identify top priority customers whose lives depend on continuous power or natural gas.

Further, we recommend updating the natural gas system model and the City GIS to reflect all natural gas generators known to be in place so that the model scenarios can better forecast these customer loads. In addition, we recommend the City update their process and procedures making it mandatory for any new backup generator introduced to be approved through their building permitting process. This permit approval must include a capacity study and gas engineering approval. Additionally, we recommend the City consider adding a backup generator surcharge which would cover the costs of the additional studies, record-keeping and help control usage so that generators are not oversized for their role. Consider an educational component to the permit information that offers sizing guidance as well to help minimize the implementation of oversized generators.

Station Maintenance

During our collaboration with the City gas team, we determined the best course of action regarding the Regulator South station, referred to as DRS, is to eliminate it altogether from the natural gas distribution system. The DRS has some considerable maintenance concerns but the cost of improving and maintaining this station is frivolous. Instead, we recommend the City utilize maintenance dollars to remove the DRS. To accomplish this the City should proceed with the following tasks in this specific sequence:

- Modify the downstream regulator at South City Gate to 45 psig
- Tie the DRS upstream and downstream lines underground
- Downgrade the current HP line from City Gate South to the DRS
- Isolate the station valves
- Cut and cap the inlet and outlet lines to and from the DRS
- Physically remove the above ground station, scrap and salvage the components per City standards

For the remaining stations, which are now limited to City Gate stations, we recommend the City review their maintenance procedures and standardize the way City personnel satisfy compliance requirements and industry best practices. The City maintenance procedures should account for the following station requirements:

- Per § 192.739 the City must test and inspect all pressure limiting devices. This includes all regulators and relief devices at all stations. The code requires
    - Inspecting at least once each calendar year; at intervals not to exceed 15 months, to determine if the equipment
    - Is in good mechanical condition
    - allows for adequate capacity for relief devices
        - per § 192.743, must be tested in place or by review and calculations
        - allows for reliability for the intended function and operating conditions anticipated
            - If review and calculations are used, the calculated capacity must be compared with the rated or experimentally determined relieving capacity of the device for the conditions under which it operates.
            - After the initial calculations, annually review documented parameters have not changed
    - unit is set to control or relieve at the correct pressure
    - properly installed and protected from dirt, liquids, or other conditions that might prevent proper operation
    - if found to be inadequate or malfunctioning, the unit must be replaced.
- Per § 192.747, control valves must be tested and inspected at least once each calendar year; at intervals not to exceed 15 months to confirm the valve operates properly
- Per § 192.625 , odorizers at all City Gate stations must be periodically sampled
    - This requires using an instrument capable of determining the percentage of gas in air at which the odor becomes readily detectable
- Per § 192.479 the above ground station piping must be properly protected against atmospheric corrosion
    - Coating material must be suitable for the prevention of atmospheric corrosion
    - must inspect and evaluate for evidence of atmospheric corrosion at least once every 3 calendar years; at intervals not exceeding 39 months
    - Recoating intervals and procedures should adhere to City standards

        - Ensure all equipment tags are properly covered and protected during the re-coating procedure so that all identifying tags remain visible and useful after the re-coating is completed
- Meters
    - Currently, the city does not own any meter at their City gate stations; these are owned and operated solely by the pipeline supplier. Therefore, we will not offer recommendations for this station component.
    - Pipeline suppliers should be proving their meters on a regular basis and providing those calibration reports to the city. We recommend the City not only keep those reports in their station records, but also monitor the trends. If lost/unaccounted for gas trends are increasing, these reports should be the City's first source for answers.
- Winter Event Preparations
    - Check all regulator covers to ensure adequate insulation in advance of low temperatures
    - make sure all low-pressure reading points identified by gas engineering are in place and functional (i.e., reporting) as per model recommendations
    - check with upstream gas suppliers to confirm any on-going issues/concerns that could affect the City of Tomball gas system
    - send out notifications to customers with backup generators to share gas supply during critical power outages by using gas appliances only as needed as well as delaying their generator powering on as much as possible. The notice should also remind generator users to cycle off periodically as well.

Field Verification

As detailed in our approach, there are locations where the model and real-world system are not aligned. While these locations have been greatly reduced since the completion of Master Plan Phase 1, these locations should be field verified. The locations tend to be where two mains intersect, i.e., tie-ins; therefore, the objective of the field verification must be to fully locate and expose the intersection point between two mains and verify pipe sizes, connection type then ensure the GIS and model both mirror the real-world system. The City should expect to accomplish this by use of a vacuum excavation to minimize street and driveway impacts and repairs. Again, we have confidence in the model simulating system performance; however, the field verification will eliminate critical variables that would yield increased confidence in the accuracy of model results.

Additionally, our team would like to update all assumed service meter locations. This can be accomplished by using readily available service meter coordinates to refine the model. With accurate service meter locations, we can update the tap location assumptions and decrease the risk of incorrectly assigned taps. This effort would minimize the number of tap locations requiring field verification which further increases the confidence of the model.

We recognize field verification can be a significant allocation of field personnel and resources. Furthermore, we realize the City has regulatory compliance requirements that may lend themselves to meeting these objectives while performing certain compliance tasks such as leak surveying or DIMP assessments; therefore, our team can continue to be a resource to help guide the City with identifying practical means to collecting this information while performing routine maintenance and compliance activities. An alternative to this slowly progressing approach would be to allocate maintenance dollars for a contract crew to focus solely on the field verification needed.

Remote Monitoring

At all stations and the defined system low points, we recommend the City install pressure monitoring devices that can interface with VT Scada, the City's monitoring software being implemented for the water and wastewater systems. This software appears to have applications for natural gas systems. See Appendix I for an example of the type of unit we have used successfully in other municipal gas systems.

It should be noted that having an individual in responsible charge of receiving alerts from a SCADA interfaced device and acting in response to an alert makes the City subject to compliance requirements they did not previously need to address. The regulations require some training and written procedures to ensure the utility operation continues to account for typical and abnormal operating conditions.

GIS Best Practices

The City has made an excellent investment in their GIS and we believe that particular asset is underutilized with regard to the amount of mandated information that could be housed in or streamlined by use of this system. To that end, we recommend the City use the database to track the following for mains and services:

- Location (distance from ROW)
- Length installed
- Material specifications (size, material type and grade)
- Joining method
- Installer
- Date Installed
- Pressure test date
- Test Pressure
- Design MAOP

- Fittings such as tees and reducers
- Valves
- Anodes
- Test Stations (locations and readings)
- Leak locations (date discovered, grade and date resolved or downgraded then subsequent date resolved)
- Service taps
- Service meters
- Excess Flow Valves

Currently, the City does not track any of the above information. By updating their GIS practices to include this, routine annual compliance reports would be considerably streamlined. Additionally, this level of information would support the required DIMP evaluations as well as assist with identifying any aging infrastructure failures. Furthermore, in the near future, all natural gas distribution operators will be required to maintain traceable, verifiable information about their assets. The City could elect to gradually standardize their processes to position themselves well for compliance in the future.

Using standardized field names for the levels as well as for the field inputs into the database in GIS is another way to improve the way City gas data is collected and stored. This would facilitate database queries and assist in streamlining compliance reporting.

Last, we recommend the City develop and implement processes and procedures for the handling of as-built plans and turnover document information. This should at a minimum consist of a workflow where proper as-built records are received from construction. Once as-built records are submitted, they should be reviewed for accuracy and completeness. The as-builts should then be accepted or approved, and entered in GIS, utilizing correct drafting practices that allow for smooth transfer into the modeling software.

Design and Construction Best Practices

Based on our research and working knowledge of the historical and current processes in place at the City, the majority, if not all, of the natural gas system installations are designed and constructed through either a public improvement or private development project. This is being performed without benefit of detailed standards, processes and procedures for the engineering and construction of the natural gas system. There is a distinction between engineers and contractors who are natural gas experts and those who have adopted their skills rooted in other utility systems to natural gas. Therefore, we recommend the City develop and implement written standards for the design and construction of natural gas elements to ensure regulatory compliance, streamline record keeping, and create standardization of City best practices. These standards should account for engineer and contractor criteria to ensure third party personnel are properly trained and experienced to design and construct these critical natural gas system additions on the City's behalf. Additionally, the design standards should provide minimum requirements that direct engineers to a standardized approach when rendering designs and drawings for the City's natural gas system. Similarly, the construction standards should also provide construction specifications that clearly communicate the minimum requirements for the placement of the natural gas facilities. This will eliminate the current concern regarding over- or under-sized lines in this system, adherence to construction best practices, as well as compliance gaps. The following delineates the minimum criteria that should be addressed in these standards:

- Design Personnel Qualifications
    - Licensed professional engineer
    - Direct experience designing municipal gas systems
    - Provide minimum number of municipal references for City to confirm background
    - Require a minimum number of years of experience directly responsible for municipal natural gas designs
    - Experience should include at a minimum
        - Sizing mains and services; fully knowledgeable about pressures and load concerns
        - Designing tie-ins
        - Cathodic protection design
        - Working knowledge of station operations, industry best practices, natural gas networks and 49 CFR 192
- Design Standards
    - Adherence to master plan
    - Establish a minimum pipe size for mains and services
    - Requirements for tie-in details, control valves, test stations and pipeline markers
    - Plan set approval process
        - Preliminary review and final acceptance/approval by Gas Engineering
- Drafting standards
    - Plan/drawing template with general notes and details
    - Labeling conventions for pipe size/type and fittings
    - Standard symbols for fittings
    - Software requirements and require submission of digital files
        - Consider a submittal and approval process for these through the City permit portal

- Contractor Personnel Qualifications
    - Contract company qualifications
        - Health & Safety Plan
        - Drug & Alcohol Program
        - Direct experience constructing municipal gas systems
        - Provide minimum number of municipal references for City to confirm background
        - Require a minimum number of years of experience constructing municipal systems
    - Individual Crew Member Qualification
        - Operator qualification meeting or exceeding City OQ program
        - Direct experience constructing municipal gas systems
        - Provide minimum number of municipal references for City to confirm background
        - Require a minimum number of years of experience constructing municipal systems
        - Foreman or Crew Chief Experience should include at a minimum
            - Ability to read plans
            - Trenching, shoring, boring
            - OSHA standards
            - Polyfusing and welding
            - Installing mains and services, tracer wire, test stations, anodes, EFVs and anodeless risers
            - Performing hot taps
            - Bypassing lines
            - Pressure testing
            - Purging lines
            - Commissioning lines
            - Backfilling
            - Redlining plans—developing as-built plans

We recommend incorporating the Design Personnel and Contractor Personnel requirements into the current contractor registration process. For Design Personnel, the City could maintain a list of approved engineers that can be provided to Developers and Public Works firms in lieu of maintaining a registry of approved engineering personnel. However, we strongly urge the City to take receipt of every gas contractor's detailed information to maintain regulatory compliance. The City is federally mandated to collect and retain specific contractor information for ten (10) years. The City's registration process is an ideal avenue not only for collecting this information but also for streamlining the archiving to ensure compliance with this mandate. Additionally, we suggest the City consider an actual approval process specific to gas engineers and gas contractors to ensure only approved engineers and contractors are working on the design and construction of such crucial assets. The contractor approval should be per company as well as individuals, since the requirements for Operator Qualification are limited to the individual. The above design and construction personnel qualifications lists cite the minimum criteria we believe would help the City determine appropriately qualified individuals. This approach would ensure the City's natural gas system additions are strategic and well thought out by individuals with subject matter expertise rather than individuals who are out of their depth and simply relying on City staff guidance to direct their work.

In addition, and will all due respect, we recommend the current construction specifications and general notes be reviewed by a natural gas subject matter expert. We have been in a unique position to receive plans developed by developer teams when engaged for the construction of said items. The current processes for plan development and approval together with the current construction specifications and general notes leave compliance gaps that concern us. Currently, the engineering and construction that we have seen leave the City at risk of an improperly designed and/or constructed gas system. We recommend, the engineers and contractors working on your natural gas systems have a high level of ethics and subject matter expertise in order to provide the City with a newly installed gas system that keeps the City adequately in compliance and gives the City the data they need for record keeping.

Furthermore, as noted in the GIS portion of this report, we believe the current City processes leave the City exposed to too much risk due to the lack of formal, standard reports to properly document what has been constructed. Our team recommends the creation and implementation of not only an as-built standard but a set of forms each project must provide as a deliverable to the City to adequately record the installations. These deliverables, referred to as complete turnover documents, would then be used by the City for updating GIS. Similarly, we believe the City would benefit considerably from a review checklist for Gas Engineering as well as Gas Inspection to ensure adherence to City standards as well as to minimize risk of continued compliance gaps with the final as-built conditions. Below is a detailed list of minimum as-built reports and records (i.e., turnover documents), referred to as As-Built Plans, we recommend the City require of any natural gas installation:

- Material Log to document supplier, material received, material specifications, method and inspection of material off-loading
- Trenching and Backfill Reports to document trench widths as well as backfill materials, compaction, depth, etc.
- Data Logger Reports to document polyfusion activities
- Pressure Test Packet (including pressure test chart)
- Tracer Wire Continuity Test Report
- Camera Inspection Requirements (pre-bore and post-bore)

- Bore Log Requirements (pre-bore and post-bore)
- Anode installation Record
- Valve Installation Record
- Test Station Installation Record
- Main Installation Record
- Service Line Installation Record
- Survey Data
- As-Builts
- Shapefile
    - Submittal and acceptance process required after as-built plan has been accepted and approved by City
    - To encourage shapefile submissions, the City could impose a GIS update fee for the installation that could be waived if a shapefile complying with City GIS standards is provided. This fee could offset the cost of manually having to draw all linework and input all details in the event a shapefile is not provided.

We recommend the below process flowchart to be implemented:

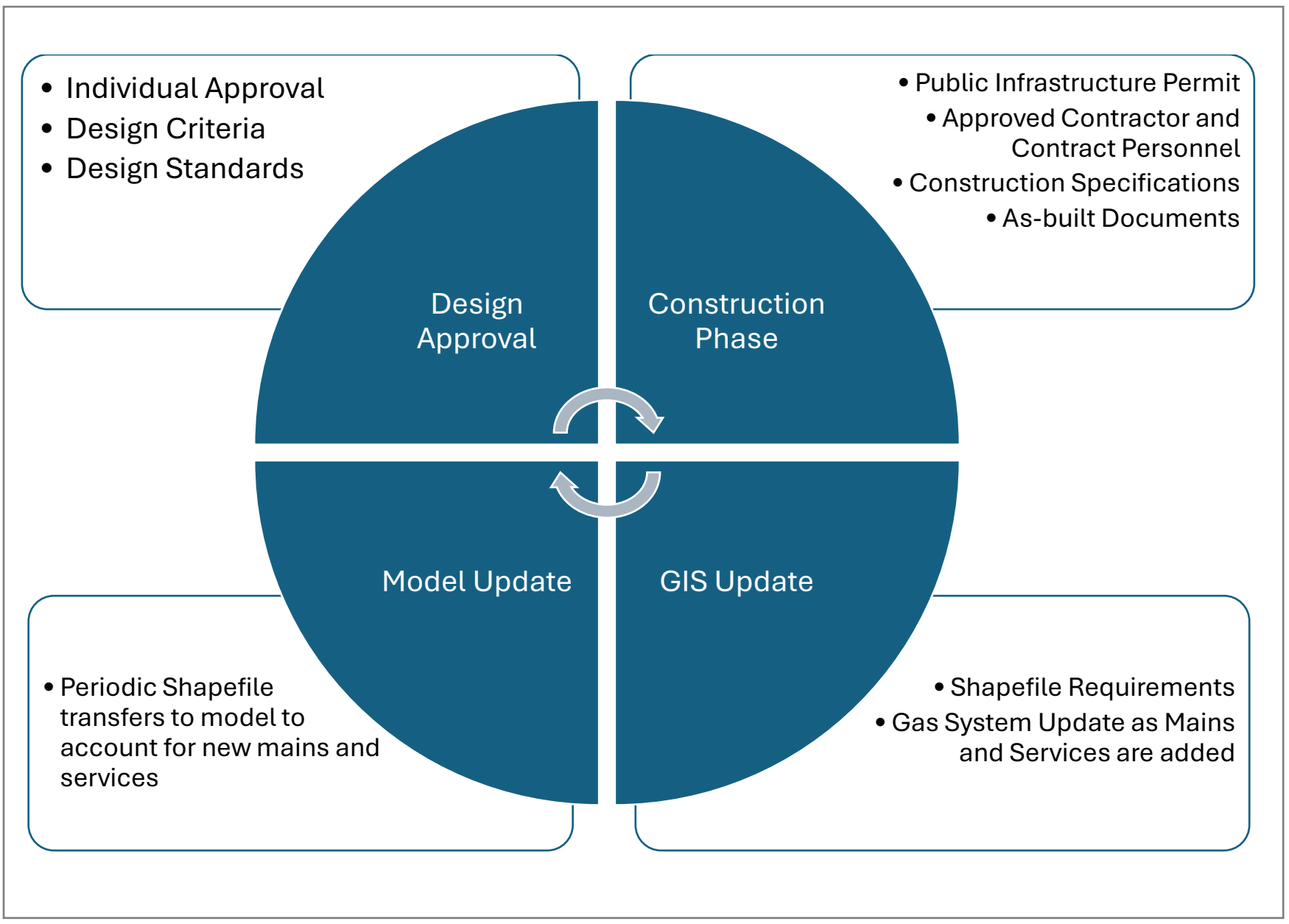


Exhibit 60: System Updates Process Flow

Master Plan Maintenance

The above recommended system update process flow allows for an iterative refinement process from design to construction to GIS drafting to the system model. By implementing these recommendations and processes for design, construction and GIS then periodically updating the natural gas system model, the City can continuously monitor the system to ensure that actual system changes are aligned with the planned system master plan. Additionally, the up-to-date model can be evaluated in advance of extreme weather events to identify areas of concern that warrant proactive action. Similarly, an up-to-date model enables the City to easily cross-check a developer's buildout and a prospective new natural gas load against the latest live system while keeping the master plan strategic targets in focus. The model can also be used for budgeting purposes to determine in a specific fiscal year how best to allocate any available city monies for the natural gas system. In years where the City natural gas system experiences a lot of activity, the model should be updated quarterly. In years where not a lot of activity takes place on the system, we recommend at least a bi-annual or annual update.

Additionally, we recommend the master plan and model be updated for customer loads and station operating parameters at least annually. This will allow our team and the City to confirm the master plan is still valid. It will also enable us to confirm the current operating needs and verify the trend towards the anticipated high end (225 Mcfh). At that time, the monthly delivery pressure and volume reports from pipeline suppliers should be reviewed as well. This will help confirm the system demand is

growing as anticipated. Any significant deviations from the anticipated high end (225 Mcfh) should be flagged immediately to determine if changes to the master plan are warranted.

Last, the master plan and model should be maintained up-to-date to reflect the actual real-world system as closely as possible. This means the master plan should be proactively updated to forecast the city needs as elements of the master plan transition from concept to installed and commissioned. In other words, the master plan maintenance we recommend results in an iterative update and adjust approach. This should be a refinement and not a complete overhaul of the master plan. If the master plan requires a complete overhaul to stay ahead of the City's growth and development, another extensive master plan should be pursued. However, it is our opinion that if the recommended iterative refinement process is implemented, the natural gas master plan maintenance will not be an exhaustive approach like what has just been completed.

INTENTIONALLY BLANK

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Approve Resolution No. 2026-47, a Resolution of the City Council of the City of Tomball, Texas, approving a partnership between the City of Tomball and the Collins Family.

Background:
Resolution No. 2026-47 approves a partnership between the City and the Collins family for the purpose of seeking donations for the planning, design, and ultimate construction of the Collins Strong Pavilion at the Tomball Depot. The pavilion will serve as a lasting memorial honoring the lives of five members of the Collins family while providing an enhanced gathering space for the community.

The project will be developed through a partnership between the City of Tomball, the Tomball Economic Development Corporation (TEDC), and the Collins family. A state grant has been awarded to the Collins family to support the development of the pavilion, providing a significant funding source toward the overall project cost.

To further support the project, the City proposes accepting donations through the City's Legacy Fund. Donations received for the Collins Strong Pavilion will be designated for the project and used to support eligible costs associated with its design and construction. The Legacy Fund will provide a mechanism for individuals, businesses, and community organizations to contribute toward the pavilion, supplementing the existing grant funding and other potential funding sources.

Origination: Project Management

Recommendation:

Staff recommends approving Resolution 2026-47 approving a partnership between the City of Tomball and the Collins Family.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo _____ Approved by _____
Staff Member Date City Manager Date

RESOLUTION NO. 2026-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS AUTHORIZING AND APPROVING A COMMUNITY PARTNERSHIP BETWEEN THE CITY OF TOMBALL AND THE COLLINS FAMILY FOR THE PLANNING, DEVELOPMENT, AND CONSTRUCTION OF THE COLLINS STRONG PAVILION AT DEPOT PARK; AUTHORIZING THE CITY MANAGER TO COORDINATE AND IMPLEMENT THE PARTNERSHIP; AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * * * * * *

WHEREAS, the City of Tomball (the "City") is committed to enhancing public parks, recreational amenities, and community gathering spaces that promote civic engagement, cultural enrichment, and the quality of life for residents and visitors; and

WHEREAS, Depot Park serves as a central gathering place for the Tomball community, providing opportunities for public events, recreational activities, cultural celebrations, and community fellowship; and

WHEREAS, the Collins family has expressed a desire to partner with the City in the development of the Collins Strong Pavilion, a proposed public pavilion at Depot Park intended to serve as a lasting tribute to the Collins family while providing an enhanced gathering space for the community; and

WHEREAS, the City Council recognizes and appreciates the Collins family's commitment to the Tomball community and its willingness to collaborate with the City in advancing this meaningful project; and

WHEREAS, the District Property is being developed in accordance with that certain "Seven Oaks Development Agreement," executed by and between the Developer, and the City effective August 15, 2022 (the "Development Agreement"); and

WHEREAS, the City Council finds that the proposed partnership serves a legitimate municipal public purpose by promoting the development and improvement of public park facilities, expanding recreational opportunities, and providing a lasting community amenity for the benefit of the public; and

WHEREAS, the City Council desires to formally authorize and approve the partnership betw

the City and the Collins family and authorize the City Manager to undertake the actions necessary to facilitate the planning, coordination, and implementation of the proposed project, subject to applicable laws, available funding, and any required subsequent approvals;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS

SECTION 1. The findings and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. The City Council hereby authorizes and approves the establishment of a partnership between the City of Tomball and the Collins family for the planning, development, and construction of the Collins Strong Pavilion at Depot Park.

The partnership is intended to facilitate collaboration between the City and the Collins family to develop a public amenity that enhances Depot Park, supports community activities, and provides a lasting benefit to the residents and visitors of Tomball.

SECTION 3. The City Manager, or the City Manager's designee, is hereby authorized to coordinate with the Collins family and other appropriate parties regarding the planning, design, development, funding, and implementation of the Collins Strong Pavilion.

Such coordination may include developing project plans, evaluating funding opportunities, identifying proposed contributions and responsibilities of the respective parties, and undertaking other administrative activities reasonably necessary to advance the project.

SECTION 4. The City Manager is hereby authorized to negotiate the terms of a written partnership agreement or other appropriate instrument outlining the respective roles, responsibilities, contributions, and commitments of the City and the Collins family.

Any agreement establishing binding financial obligations, construction commitments, ownership arrangements, or ongoing maintenance responsibilities shall be subject to City Attorney review and any further City Council approval required by law or City policy.

SECTION 5. The City Council hereby determines that the partnership and proposed development of the Collins Strong Pavilion serve a valid public purpose consistent with the City's responsibility to provide and maintain public parks and recreational facilities.

Nothing in this Resolution shall be construed as authorizing an expenditure of funds beyond amounts lawfully appropriated or otherwise available for the project, nor shall it obligate the City to incur additional financial commitments without the necessary approvals.

SECTION 6. This resolution shall take effect immediately upon its passage and approval by the City Council of the City of Tomball, Texas.

PASSED, APPROVED, AND RESOLVED this ___ day of _____2026.

_____
Lori Klein Quinn
Mayor

ATTEST:

_____
Thomas Harris, III
City Secretary

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Tomball Legacy Fund Board will convene for consideration and action on a partnership between the Board, City of Tomball, and Collins Family.

Background:
Approve a partnership between the City and the Collins family for the purpose of seeking donations for the planning, design, and ultimate construction of the Collins Strong Pavilion at the Tomball Depot. The pavilion will serve as a lasting memorial honoring the lives of five members of the Collins family while providing an enhanced gathering space for the community.

The project will be developed through a partnership between the City of Tomball, the Tomball Economic Development Corporation (TEDC), and the Collins family. A state grant has been awarded to the Collins family to support the development of the pavilion, providing a significant funding source toward the overall project cost.

To further support the project, the City proposes accepting donations through the City's Legacy Fund. Donations received for the Collins Strong Pavilion will be designated for the project and used to support eligible costs associated with its design and construction. The Legacy Fund will provide a mechanism for individuals, businesses, and community organizations to contribute toward the pavilion, supplementing the existing grant funding and other potential funding sources.

Origination: Project Management

Recommendation:

Staff recommends adjourning the Legacy Fund meeting and reconvening the Regular City Council meeting.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: _____

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Consideration of and discussion on candidates for one (1) appointments to the Tomball Economic Development Corporation.

Background:

During this meeting, candidates will have the opportunity to introduce themselves and respond to any questions.

The Tomball Economic Development Corporation Board of Directors provides important direction by making key decisions that promote economic vitality in Tomball. These community leaders are committed to advancing Tomball's strategic business growth, while enhancing quality of life for residents of Tomball.

The TEDC Board of Directors consists of seven members appointed by the Tomball City Council for two-year terms. Board members must be residents of Tomball.

We received applications from the following individuals:

David Berry
Andrew Brockenbush
Nicholas Childs
Ben Sedberry
Own Howard (Serves on PZ)
Colleen Pye (Serves on PZ)
Matthew Williams (Serves on BOA)

All qualified applicants were invited to attend today's meeting.

Appointments will be made at the next Regular City Council meeting to be held on December 7, 2026, and their terms will end 05/31/2028.

Origination: Mayor Lori Klein Quinn

Recommendation: n/a

Party(ies) responsible for placing this item on agenda: Shannon Bennett, Assistant City Secretary

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____

Staff Member Date City Manager Date

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: 9/11/2026

Name: David Berry

Phone: 713-870-2972

Address: 1131 Station Manor Lane

Phone: 713-934-2075 (Home)

City/State/Zip Tomball, Tx, 77375

Cell: (Work)

[redacted]

I have lived in Tomball 3 years.

I am X am not ___ a U.S. Citizen

Occupation: Insurance, Surety & Risk Management Producer CLCS at INSURICA

Professional and/or Community Activities:

Houston Contractor's Association (HCA)Member, Volunteer, Candlelighters- childhood cancer support charity

Additional Pertinent Information/References: _____

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I want to help grow Tomball's economic footprint, attracting business, supporting responsible housing, and expanding entertainment, while preserving our small-town feel. Iv recently been participated as a vendor at the Tomball Craft Market, and it added to my insight into how local businesses drive our community's economy. That experience, combined with my construction and risk-management background, gives me a practical view of responsible growth. I'm applying primarily for the Tomball Economic Development Corporation, and also interested in the Downtown Tomball Advisory Committee and Capital Improvement Advisory Committee.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) *Acknowledgment of Receipt and Understanding* from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
(X) Planning & Zoning Commission	Second Monday each month, 6 p.m.
(X) Capital Improvement Advisory Committee	Second Monday in June & December, 5:30 p.m.
(X) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(X) Tomball Economic Development Corporation	Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
(X) Tomball Regional Health Foundation	Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees	Meeting Information
(X) Downtown Tomball Advisory Committee DTAC does not require Tomball residency	As called

Non-profit Corporation Boards	Meeting Information
(X) Tomball Legacy Fund, Inc. Position 7, Tomball Legacy Fund, does not require Tomball residency	As called

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

David Berry Digitally signed by David Berry
Date: 2026.09.11 11:43:00 -05'00'

Signature of Applicant
(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-351-5484
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 35, Handbook)

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.**

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.**

_____
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.**

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 David Berry Digitally signed by David Berry Date: 2026.09.11 11:43:45 -05'00'

Signature of vendor doing business with the governmental entity

09/11/2026
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.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

David Berry Digitally signed by David Berry Date: 2026.09.11 11:44:39 -05'00'

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____,

20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

OR

(2) Unsworn Declaration

[redacted]

My name is David Berry _____, and my date of birth is _____.

My address is 1131 Station Manor Lane, (street) Tomball (city) Texas (state) 77375 (zip code) USA (country).

Executed in Harris County, State of Texas, on the 11 day of September (month) 20 26 (year).

David Berry Digitally signed by David Berry Date: 2026.09.11 11:44:39 -05'00'

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Signature. Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

(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.

Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

☑ I **DO** elect public access to my: (please indicate items you would like available, if any)

☑ home address

☑ home telephone number

☐ personal email address

☐ cell or pager numbers not paid for by the City

☐ emergency contact information

☐ information that reveals whether I have family members.

☐ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

David Berry Digitally signed by David Berry Date: 2026.09.11 11:46:20 -05'00'

Board Member's Signature

09/11/2026

Date

David Berry

Board Member's Printed Name

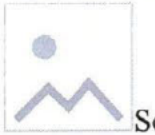
A Condensed Bio of David Berry

I was raised right here in the Houston area, growing up through Cy-Fair ISD and graduating from Cy Creek High School before attending Lone Star Community College and later earning my degree at the University of Houston. I grew up with a father who loved to work, and he passed that on to me — a drive that's stayed with me in everything I do. Today, my wife and I are raising our three sons in Tomball, where weekend trips to the park, backyard baseball games, and simply being present for my kids' childhood matter as much to me as anything else.

By trade, I'm an Insurance & Risk Management Producer (CLCS) with INSURICA, specializing in insurance, surety, and risk management for construction and business clients. I came to insurance after 15 years working in construction and 7 years as a quality analyst and supervisor overseeing veterans' disability exams — work that taught me the value of showing up, doing the job right, and advocating for people who need it. That same hard-working spirit carries into my free time: I love getting my hands dirty working on heavy equipment and cars, and taking on building projects around the house.

Community has always mattered to me. I'm a member of the Houston Contractors Association and an active volunteer with Candlelighters, a charity that supports families facing childhood cancer. Having grown up in the Houston area and now raising my own family in Tomball, I'm looking for more ways to give back to the community that is helping shape my kids' lives.

Note about transcribed forms: this format exists to remove accessibility barriers, but some recipients prefer the original printed format. If you'd like help moving your entries into the original form, please use the live assistance options in the sidebar or contact the author.


Seal of the City of Tomball, Texas, including the words 'The City of Tomball Texas' and 'Founded 1907.'

City of Tomball

Application for City Boards/Commissions/Committees

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Name: Nicholas Childs

Date: 9/30/2026

[redacted]

Phone: (Home)Home phone 8324258346

[redacted]

Phone: (Work)Work phone

Email: Nchilds@vikingmergers.com

Cell: 8324258346

I am ___ am not ___ a U.S. Citizen

I am x am not

I have lived in Tomball ___ years. 2

Occupation:

As a local Business Broker with Viking Mergers & Acquisitions and a licensed real estate broker in Texas and Georgia, I work daily with lower-middle-market business owners on valuations and exits — I've also been in the commercial real estate space for the past 10 years. I believe my unique experience in Business Brokerage and Commercial Real Estate would be a valuable asset to the TEDC and to the citizens of Tomball.

Professional and/or Community Activities:

Member of the Texas Association of Business Brokers (TABB) and International Business Brokers Association (IBBA)
Started a Tomball based business podcast "Local Roots Podcast" (2026)
Published Article "The Advisor No One Knows - But Every Business Owner Needs" (2025)
Moved to Oklahoma City to help Marcus & Millichap plant their flag in OKC (2022)
Published Article "Houston Newcomers Guide" (2015)

Council-appointed Boards, Commissions, and Committees

Additional Pertinent Information/References:

Coleman Payne - Viking M&A Houston Managing Partner - CPayne@vikingmergers.com
Rob Banzhaf - Newcor Commercial Real Estate Principal - Rob@NewcorCRE.com
Doug Caminita - Investor/Friend - dcaminita@gmail.com

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I'm a local business broker and licensed real estate broker who works daily with business owners on growth, expansion, and exits. I'd bring that deal-level perspective to TEDC's mission of attracting and retaining job-creating businesses in Tomball.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) *Acknowledgment of Receipt and Understanding* from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Board, commission, or committee	Preference number	Meeting Information
Decision-Making Boards and Commissions Planning & Zoning Commission	Preference number for Planning and Zoning Commission 2	Second Monday each month, 6 p.m.
Capital Improvement Advisory Committee	Preference number for Capital Improvement Advisory Committee	Second Monday in June & December, 5:30 p.m.
Board of Adjustments	Preference number for Board of Adjustments	To Be Announced; Evenings
Separate Legal Entities Tomball Economic Development Corporation	Preference number for Tomball Economic Development Corporation 1	Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
Tomball Regional Health Foundation	Preference number for Tomball Regional Health Foundation	Fourth Wednesday each month, 4 p.m.
Ad Hoc/Advisory Committees Downtown Tomball Advisory Committee DTAC does not require Tomball residency	Preference number for Downtown Tomball Advisory Committee	As called
Non-profit Corporation Boards Tomball Legacy Fund, Inc. Position 7, Tomball Legacy Fund, does not require Tomball residency	Preference number for Tomball Legacy Fund, Inc.	As called

****

I am interested in serving on the above-indicated boards, commissions, and committees.

Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-351-5484
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 35, Handbook)

Conflict of Interest Questionnaire (Form CIQ)

Conflict of interest questionnaire
For vendor doing business with local governmental entity | **Form CIQ**

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 Office use only field.

1

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

N/A

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.

Unknown

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.

Description for Section 4

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.

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

9/30/2026

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

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.

b. 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.

Local Government Officer Conflicts Disclosure Statement (Form CIS)

Local Government Officer Conflicts Disclosure Statement **Form CIS**

(Instructions for completing and filing this form are provided on the next page.)

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

Office use only

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

Date Received

Items 1 through 4

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted	Description of Gift	Date Gift Accepted
Description of Gift	Date Gift Accepted	Description of Gift

(attach additional forms as necessary)

6 Signature I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

Notary Stamp/Seal

Sworn to and subscribed before me by Sworn to and subscribed before me by

this the day number day of ,

20 year after 20

, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

OR

(2) Unsworn Declaration

My name is My name is

Nicholas Childs, and my date of birth is and my date of birth [redacted]

[redacted]

(street) (city) (state) (zip code) (country)

Executed in Executed in

Harris County, State of County, State of Texas, on the on the 1 day of month October, 20 year after 20 for unsworn declaration 2026.

(month) (year)

Signature of Local Government Officer (Declarant)

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/17/2020

Local Government Officer Conflicts Disclosure Statement

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

Instructions for completing this form

The following numbers correspond to the numbered boxes on the other side.

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.
3. **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
4. **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. **List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.
6. **Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable) and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

(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.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 8/17/2020

City of Tomball, Texas seal

Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects **not** to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

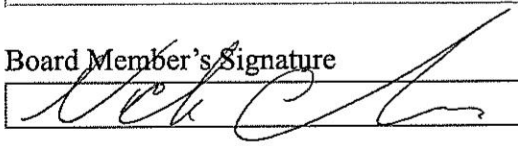
If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

Election on disclosure

- [x] **DO** elect public access to my: (please indicate items you would like available, if any)
- [ ] home address
- [ ] home telephone number
- [x] personal email address
- [x] cell or pager numbers not paid for by the City
- [ ] emergency contact information
- [ ] information that reveals whether I have family members.
- [ ] **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature	Date	Board Member's Printed Name
	9/30/2026	Nicholas Childs

This document was transcribed by AI and may contain mistakes that seem believable. To overcome this limitation, we offer 30 minutes of free Aira visual interpreting. Open the Aira app on your phone, or call 1-800-835-1934 for support. When prompted for an access offer, say "DocAccess" and share this document locator code with your interpreter: 9F76-F9E0. Your interpreter can view the document on their end at docaccess.com/go. All users agree to the terms of use by using this product.

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: September 28, 2026

Name: Andrew Brockenbush

Phone:

(Home)

[redacted]

Phone: [redacted]

I have lived in Tomball 3 years.

I am X am not ___ a U.S. Citizen

Occupation: Founder & CEO, Beefy Marketing

Professional and/or Community Activities:

Board Member, Tomball Chamber of Commerce

Board Member, Tomball Farmers Market

Founder, Visit Tomball

Small Business Nation, online community for small business owners

Former Firefighter, Tomball Fire Department

Additional Pertinent Information/References:

Beefy Marketing relocated to Tomball with support from the Tomball EDC and is featured on the TEDC website as a small business success story. References available on request.

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

Tomball is where I opened my first studio in 2008, served as a firefighter, and chose to headquarter Beefy Marketing with help from the Tomball EDC, so I know firsthand what TEDC support means to a small business deciding where to grow. I serve on the boards of the Tomball Chamber of Commerce and the Tomball Farmers Market, and I spend every day helping businesses get found and grow. I want to bring that business owner's perspective to TEDC: attracting and keeping the businesses that make Tomball stronger, and making sure every incentive dollar is a smart investment for the community. I will show up prepared and ask straight questions.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) *Acknowledgment of Receipt and Understanding* from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
( ) Planning & Zoning Commission	Second Monday each month, 6 p.m.
( ) Capital Improvement Advisory Committee	Second Monday in June & December, 5:30 p.m.
( ) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(1) Tomball Economic Development Corporation	Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
( ) Tomball Regional Health Foundation	Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees	Meeting Information
( ) Downtown Tomball Advisory Committee DTAC does not require Tomball residency	As called

Non-profit Corporation Boards	Meeting Information
( ) Tomball Legacy Fund, Inc. Position 7, Tomball Legacy Fund, does not require Tomball residency	As called

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant
(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-351-5484
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 35, Handbook)

Andrew Brockenbush

Biography - Application for City of Tomball Boards, Commissions and Committees

Andrew Brockenbush is the founder and CEO of Beefy Marketing, a digital marketing and web design agency headquartered in Tomball. He started the business in his apartment as a graphic design and print shop and has grown it over more than 15 years into a full-service agency serving small and mid-sized businesses as well as nationally known brands and personal brands. With support from the Tomball Economic Development Corporation, he moved Beefy Marketing to its office on Village Square Drive, and the company is featured as one of TEDC's small business success stories.

Andrew's roots in Tomball go back well before the agency. He opened a recording studio here in 2008 and served the community as a firefighter with the Tomball Fire Department under Chief Randy Parr. Before starting Beefy he held management and training roles with Chick-fil-A's corporate support center and worked at Apple, experiences he credits for much of his approach to leadership and customer service.

Andrew serves on the boards of the Tomball Chamber of Commerce and the Tomball Farmers Market. He also founded Visit Tomball, a self-funded visitor guide that has promoted local restaurants, shops, attractions and events for about five years, and co-owns OMG! Event Co., a Houston-area entertainment and event company. He is the founder of Wingman, an AI-powered marketing and sales platform used by small businesses, and speaks regularly to business owners on marketing, sales and practical AI adoption.

Andrew is the author of *Must Be Nice*, a book on the realities of entrepreneurship. He runs Small Business Nation, a free online community for owners looking to grow. His guiding belief is simple: be a resource to the businesses around you first, and the rest follows.

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.**

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.**

_____

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.**

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.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (year).

_____
Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Signature. Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

(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.

Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

☐ I **DO** elect public access to my: (please indicate items you would like available, if any)

☐ home address

☐ home telephone number

☐ personal email address

☐ cell or pager numbers not paid for by the City

☐ emergency contact information

☐ information that reveals whether I have family members.

☑ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

September 28, 2026

Board Member's Signature

Date

Andrew Brockenbush

Board Member's Printed Name

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: 4/10/2026

Name: Owen Howard

Phone:

Address: [redacted]

(Home) Phone:

City/State/Zip [redacted]

(Work) Cell: [redacted]

Email: [redacted]

I have lived in Tomball 15 years.

I am x am not ___ a U.S. Citizen

Occupation: I am an Upper School STEM educator & curriculum leader with over 15 years of experience teaching higher mathematics and chemistry courses. The last ten years, I have worked in private Christian education.

Professional and/or Community Activities: I serve on several committees within my school and I have led corporate partnerships with my school including Outward Bound. Additionally, my wife and I own Ultimate Shaved Ice of Tomball and I have lived in Old Town Tomball for 15 years.

Additional Pertinent Information/References: I have a proven track record of leadership, strategic thinking and collaborative problem solving that translates well to board and committee service. My experience includes designing and implementing institutional policies, leading cross-functional initiatives, and analyzing data to inform decision-making. I want to bring these talents and experience to serve my home: Tomball.

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I love this town: its history, its stores, Saturday mornings down-town, and so much more the 'small-town' atmosphere with modern conveniences is something, I think, should be maintained. Additionally, I love the people here so putting it all together, I am very excited about the prospect of serving this community! References available upon request.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) *Acknowledgment of Receipt and Understanding* from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
(✓) Planning & Zoning Commission	Second Monday each month, 6 p.m.
( ) Capital Improvement Advisory Committee	Second Monday in June & December, 5:30 p.m.
( ) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(✓) Tomball Economic Development Corporation	Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
( ) Tomball Regional Health Foundation	Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees	Meeting Information
(✓) Downtown Tomball Advisory Committee DTAC does not require Tomball residency	As called

Non-profit Corporation Boards	Meeting Information
(✓) Tomball Legacy Fund, Inc. Position 7, Tomball Legacy Fund, does not require Tomball residency	As called

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Owen Howard

Signature of Applicant
(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-351-5484
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 35, Handbook)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.**

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.**

_____
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.**

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.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Signature. Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

(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.

Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

☐ I **DO** elect public access to my: (please indicate items you would like available, if any)

☐ home address

☐ home telephone number

☐ personal email address

☐ cell or pager numbers not paid for by the City

☐ emergency contact information

☐ information that reveals whether I have family members.

☑ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Owen Howard
Board Member's ~~Signature~~

4/10/2026
Date

Owen Howard
Board Member's Printed Name

Biography

I was born in Kingwood, Texas, where I lived until my father accepted a position in Newburgh, Indiana, a small town on the southern edge of the state. I spent much of my early childhood there before my family returned to Texas in 2002, when my parents purchased a Christian Brothers Automotive franchise.

I then lived in Arlington through my college years, attending Tarleton State University, a member of the Texas A&M System located in Erath County. While there, I earned dual bachelor's degrees in Mathematics and Chemistry.

In 2011, I moved to Old Town Tomball to begin my teaching career, and I have proudly called Tomball home ever since. As both an educator and a father of five, I have deep roots in this community. My family and I are active supporters of the town, regularly attending local events and volunteering whenever possible.

[redacted] RÉSUMÉ [redacted] | Tomball, TX

OWEN HOWARD

ENTHUSIASTIC FORWARD-THINKING CREATIVE CHANGE-AGENT

SUMMARY

Accomplished Upper School STEM educator and curriculum leader with over 15 years of experience teaching advanced mathematics and chemistry, including multiple AP courses. Proven track record of exceptional student achievement, with the majority of AP students earning scores of 4 and 5. Experienced in program design, vertical alignment, standards-based grading, and data-informed instructional improvement. Recognized for rebuilding and modernizing academic programs through technology integration, rigorous lab-based learning, and innovative curriculum development. Trusted leader with extensive experience in professional development, cross-departmental collaboration, policy design, and experiential education

EDUCATION

SAM HOUSTON STATE UNIVERSITY
M.Ed. ADMINISTRATION August 2014

TARLETON STATE UNIVERSITY
B.S. MATHEMATICS May 2011, Magna cum Laude
B.S. CHEMISTRY May 2011, Magna cum Laude

CORE SKILLS

- Curriculum Leadership
- Vertical Alignment
- AP Program Design
- Data-Driven Instruction
- Educational Technology
- Experiential Learning
- Policy Development
- Cross-Departmental Collaboration

TEACHING & CURRICULUM LEADERSHIP EXPERIENCE

UPPER SCHOOL MATHEMATICS TEACHER 2016 – Present

The Woodlands Christian Academy (TWCA)
The Woodlands, TX 77384

- ✓ **Courses Taught:** PAP Chemistry, AP Chemistry, AP Precalculus, AP Calculus AB, AP Calculus BC
- ✓ Rebuilt the chemistry program with a focus on 21st-century skills and online learning management systems (WileyPLUS and OWLv2), as well as comprehensive lab-based instruction.
- ✓ Led the development and implementation of curriculum including project-based learning in AP Chemistry ensuring academic rigor and engagement while addressing diverse student needs.
- ✓ Initiated and led the MS and US math department in vertical alignment of instruction, standards, and calculator use (2023).
- ✓ Completed over 100+ hours of MAP data analysis to enhance instruction in mathematics
- ✓ Organized professional development trainings for 5th–12th grade math teachers to both regional and national NCTM conferences.
- ✓ Compiled and presented attendance data leading to the creation of the current US attendance policy.
- ✓ Served as a key contributor to the design and implementation of the current US attendance policy framework.
- ✓ Active member of both the Attendance Committee and Beyond the Walls Committee.
- ✓ Initiated and developed a partnership between Outward Bound and TWCA for Beyond the Walls expeditions focusing on service to others, teamwork, and character development.
- ✓ Oversaw and managed student expeditions to northern Minnesota, Utah (x2), Florida Keys, and Costa Rica.
- ✓ AP Reader for AP Calculus (2025, 2026)
- ✓ Coordinate and oversee detentions for all MS and US students.

Current Projects and Initiatives

- ✓ Leading standard-based grading at TWCA in select AP mathematics and AP English courses (Fall 2026).
- ✓ Designing advanced electives including Multivariable Calculus and Organic Chemistry (Fall 2027).
- ✓ Publishing "*The Paint Lab*", an original, month-long comprehensive laboratory experience in PAP Chemistry (Fall 2027).
- ✓ Developing a comprehensive, vertical alignment software for TWCA teachers to track, edit, and enhance standards/policies progression K-12 (2026)

TEACHING & CURRICULUM LEADERSHIP EXPERIENCE CONTINUED

UPPER SCHOOL S.T.E.M. TEACHER

The Andrew Rodman School
Conroe, Texas 77384
2014 – 2016

- ✓ **Courses taught:** Calculus AB, Geometry, PAP Geometry, Chemistry, Technical Mathematics, Precalculus, and Physics
- ✓ Hired in the first year of the school to develop all curriculum for the courses above for accreditation including standards, textbooks, vertical alignment, homework policies and classroom policies. (School received full accreditation within the second year of operation.)
- ✓ Organized and directed the development of the initial website including design, content, layout, and marketing
- ✓ Served as interim Director of Technology from July through November, 2014
- ✓ Lead the inclusion of technology within the US STEM departments including teacher websites and learning management systems
- ✓ Utilized mathematical programs daily including Maple, Geogebra, PhET and web-based applets to demonstrate concepts

UPPER SCHOOL MATHEMATICS TEACHER

The Woodlands Preparatory School
Tomball, Texas 77375
2011 – 2014

- ✓ **Courses taught:** Calculus, AP Calculus AB & BC, AP Statistics, 8th/9th Grade PAP Geometry
- ✓ Adapted and evolved curriculum and instruction to embrace the Woodlands Preparatory School's exceptionally diverse student body representing more than 50 countries.
- ✓ Worked extensively with publishers Wiley, Brooks Cole, Cengage, McDougel-Little, Houghton-Milfton, and Collegeboard to find the most suitable curriculum and supplemental resources aligned to our standards
- ✓ Initiated, developed and lead *Pi Day*, an all-day K-12 event involving numerous stakeholders including over 20 unique, student-lead STEM demonstrations and activities for LS and culminating in a 5-12 STEM competition with over 50 competitors including individuals and groups for a $500 prize.
- ✓ Member of the Campus Technology Committee and the Website Committee
- ✓ Established the math departmental use of supplemental homework programs including Webassign and WileyPLUS
- ✓ 2014 WPS Teacher of the Year

Docusign Envelope ID: FF402108-846B-89C0-82F1-700559EEF1B1

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: 3/25/2026

Name: Colleen Pye

Phone: 281-932-2784

Address: 411 Fannin Unit A

Phone: (Home)

City/State/Zip Tomball, TX 77375

Cell: 281-932-2784 (Work)

Email: info@colleenpye.com

I have lived in Tomball 12 years.

I am x am not ___ a U.S. Citizen

Occupation: Realtor

Professional and/or Community Activities: P & Zoning (Tomball), Tidy up Tomball / Ambassador for Tomball chamber, TEAM Voleenteer

Docusign Envelope ID: FF402108-846B-89C0-82F1-700559EEF1B1

Additional Pertinent Information/References:

Scott Moore - 713-299-1552
John Ford - 832-953-9009
Dane Dunnegan - 713-828-9699
Lisa Covington 281-799-1808

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) *Acknowledgment of Receipt and Understanding* from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
( ) Planning & Zoning Commission	Second Monday each month, 6 p.m.
(x) Capital Improvement Advisory Committee	Second Monday in June & December, 5:30 p.m.
( ) Board of Adjustments	To Be Announced; Evenings
Separate Legal Entities	Meeting Information
(x) Tomball Economic Development Corporation	Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
( ) Tomball Regional Health Foundation	Fourth Wednesday each month, 4 p.m.
Ad Hoc/Advisory Committees	Meeting Information
( ) Downtown Tomball Advisory Committee DTAC does not require Tomball residency	As called
Non-profit Corporation Boards	Meeting Information
( ) Tomball Legacy Fund, Inc. Position 7, Tomball Legacy Fund, does not require Tomball residency	As called

Docusign Envelope ID: FF402108-846B-89C0-82F1-700559EEF1B1

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

DocuSigned by:
Colleen Pye
647C8B621BC44A7...
Signature of Applicant
(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-351-5484
fax: 281-351-6256

Attachments:
Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 35, Handbook)

Docusign Envelope ID: FF402108-846B-89C0-82F1-700559EEF1B1

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.**

NA

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.**

NA

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 NA

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 NA

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.**

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

Docusign Envelope ID: FF402108-846B-89C0-82F1-700559EEF1B1

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.

Docusign Envelope ID: FF402108-846B-89C0-82F1-700559EEF1B1

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer** NA

2 **Office Held** NA

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code** NA

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** NA

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted NA Description of Gift _____

Date Gift Accepted _____ Description of Gift NA

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____ NA

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____

Signature of Local Government Officer (Declarant)

Docusign Envelope ID: FF402108-846B-89C0-82F1-700559EEF1B1

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Signature. Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

(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.

Docusign Envelope ID: FF402108-846B-89C0-82F1-700559EEF1B1

Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

☑ I **DO** elect public access to my: (please indicate items you would like available, if any)

☑ home address

☑ home telephone number

☑ personal email address

☑ cell or pager numbers not paid for by the City

☑ emergency contact information

☐ information that reveals whether I have family members.

☐ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Colleen Rye Colleen Rye — 3-25-2026

Board Member's Signature — Date

Colleen Rye

Board Member's Printed Name

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2023 will expire in 2025.

Please Type or Print Clearly: Date: 2/24/2025

Name: Matt Williams Phone: N/A

(Home)

Address: [redacted] Phone: N/A

(Work)

City/State/Zip [redacted] Cell: [redacted]

Email: [redacted]

I have lived in Tomball 7 years. I am x am not ___ a U.S. Citizen

Occupation: Business Development, Stellar Drilling Fluids

Professional and/or Community Activities: AADE-Oil&Gas Industry Event, Tomball Little League (Coach/Parent), Tomball Bible Church member and childrens ministry/Sunday school teacher

Additional Pertinent Information/References: BoA alternate member and applicant for other committees

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

Want to ensure boards/commissions are represented by different demographics to ensure that the work of the city is receiving inputs from all types of residents that make the best use of the cities plans, investment, and businesses.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) *Acknowledgment of Receipt and Understanding* from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
(1) Planning & Zoning Commission	Second Monday each month, 6 p.m.
(2) Board of Adjustments	To Be Announced; Evenings
Separate Legal Entities	Meeting Information
(3) Tomball Economic Development Corporation	Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
( ) Tomball Regional Health Foundation	Fourth Wednesday each month, 4 p.m.
Ad Hoc/Advisory Committees	Meeting Information
( ) Downtown Tomball Advisory Committee DTAC does not require Tomball residency	As called
Non-profit Corporation Boards	Meeting Information
( ) Tomball Legacy Fund, Inc. Position 7, Tomball Legacy Fund, does not require Tomball residency	As called

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Signature of Applicant
(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-290-1002
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

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.**

N/A

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.**

_____

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.**

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

2/24/25

Date

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____

20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

OR

(2) Unsworn Declaration

My name is Matthew Daniel Williams and my date of birth is [redacted]

My address is [redacted] (street) [redacted] (city) (state) [redacted] (zip code) (country)

Executed in [redacted] County, State of [redacted], on the 24 day of Feb (month) 20 25 (year)

_____
Signature of Local Government Officer (Declarant)

Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

☐ I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

☒ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

Feb 24, 2025
Date

Matthew Daniel Williams
Board Member's Printed Name

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: 6.16.2026

Name: Benjamin Sedberry

[redacted]

Phone: [redacted]

(Work)

City/State/Zip Tomball, TX 77375

Cell: [redacted]

[redacted]

I have lived in Tomball 15 years.

I am X am not ___ a U.S. Citizen

Occupation: CEO / Business Owner – USA Magnum LLC

Professional and/or Community Activities: CEO / Business Owner, USA Magnum LLC. President, Cherry Meadows HOA. Local business owner serving Tomball-area businesses through copier/printer leasing, service, supplies, and business technology solutions.

Additional Pertinent Information/References: _____

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I would like to be considered for appointment because I care about Tomball's continued growth, infrastructure, and long-term business health. As a local resident, business owner, and HOA President, I understand the importance of practical planning, responsible spending, and clear communication with residents. I would be honored to serve the City of Tomball by bringing a business-minded, service-focused perspective to the board or commission.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) *Acknowledgment of Receipt and Understanding* from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
( ) Planning & Zoning Commission	Second Monday each month, 6 p.m.
(X) Capital Improvement Advisory Committee	Second Monday in June & December, 5:30 p.m.
( ) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(X) Tomball Economic Development Corporation	Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
( ) Tomball Regional Health Foundation	Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees	Meeting Information
( ) Downtown Tomball Advisory Committee DTAC does not require Tomball residency	As called

Non-profit Corporation Boards	Meeting Information
( ) Tomball Legacy Fund, Inc. Position 7, Tomball Legacy Fund, does not require Tomball residency	As called

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Signature of Applicant
(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-351-5484
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 35, Handbook)

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.**

N/A

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.**

N/A

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.**

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

Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

☐ I **DO** elect public access to my: (please indicate items you would like available, if any)

☐ home address

☐ home telephone number

☐ personal email address

☐ cell or pager numbers not paid for by the City

☐ emergency contact information

☐ information that reveals whether I have family members.

☑ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

6-16-2026
Date

BEN SEDBERRY
Board Member's Printed Name

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the 17 day of June,

20 26, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

OR

(2) Unsworn Declaration

My name is Benjamin Sodekerr [redacted]

My [redacted] Tomball, _____, TX, 77375 _____

(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (year).

_____
Signature of Local Government Officer (Declarant)

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/17/2020

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: 5-7-2026

Name: DEREK S. TOWNSEND SR

Phone: NA

Address: [redacted]

Phone: NA (Home)

City/State/Zip [redacted]

Cell: 281 610 2183 (Work)

Email: dstown@sbcglobal.net

I have lived in Tomball 32 years.

I am ✓ am not ___ a U.S. Citizen

Occupation: Retired CAREER SPAND 40 YEARS IN the Traffic & TRANSPERTATION INDUSTRY. I WORKING FOR The City of BEAUMONT 9 YEARS, THEN I PRIVATE SECTOR 31 YEARS.

Professional and/or Community Activities: City of Tomball council member 15 years, Tomball Fire Department 9 years, 3 years as SAFETY OFFICER. Rookie of the YEAR. Sunday School teacher, Greeting CHAIR FIRST Baptist Church.

Additional Pertinent Information/References: Life member NRA.
Pastor James Clarck
Capt. Davis TPD

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.
My calling in life is service, SERVICE to God, Family and Country. Country includes WHERE I Live, Tomball. Serving our Community for twenty four years. I Self termLimited myself. I WAS hit hard when my Life Mate of 48 years PASSED, NOW three years later I'm Ready to serve AGAIN. My business background (over)

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) *Acknowledgment of Receipt and Understanding* from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
( ) Planning & Zoning Commission	Second Monday each month, 6 p.m.
( ) Capital Improvement Advisory Committee	Second Monday in June & December, 5:30 p.m.
( ) Board of Adjustments	To Be Announced; Evenings
#1 Separate Legal Entities	Meeting Information
(✓) Tomball Economic Development Corporation	Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
( ) Tomball Regional Health Foundation	Fourth Wednesday each month, 4 p.m.
Ad Hoc/Advisory Committees	Meeting Information
( ) Downtown Tomball Advisory Committee DTAC does not require Tomball residency	As called
Non-profit Corporation Boards	Meeting Information
( ) Tomball Legacy Fund, Inc. Position 7, Tomball Legacy Fund, does not require Tomball residency	As called

And serving on Council gives me a very short learning curve. I know the processes as well as the need for confidentiality of projects being sought for our community. I look at details with different points of view, I ask questions, NOT JUST A Rubber Stamp.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Signature of Applicant
(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-351-5484
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 35, Handbook)

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.**

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.**

_____
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.**

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.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.

(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (year).

_____

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Signature. Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

(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.

Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

☑ I **DO** elect public access to my: (please indicate items you would like available, if any)

☐ home address

☐ home telephone number

☑ personal email address

☑ cell or pager numbers not paid for by the City

☐ emergency contact information

☑ information that reveals whether I have family members.

☐ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

May 7, 2026
Date

DEREK S. TOWNSEND SR.
Board Member's Printed Name

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Consideration of and discussion on candidates for three (3) appointments to the Tourism Advisory Committee

Background:

During this meeting, candidates will have the opportunity to introduce themselves and respond to any questions.

The Tourism Advisory Committee is advisory in nature, bringing its recommendations to Council for approval of Hotel Occupancy Tax expenditures. The Tourism Advisory Committee is comprised of nine members who serve staggered three-year terms. Residents, Tomball business owners or managers, Tomball hotel/motel managers, and individuals from tourism-related businesses are eligible to serve on the Tourism Advisory Committee.

TAC Member	Position	Term Ends
Melanie Sutton	Hotel 7	12/05/2026
Amanda Kelly	Business 4	12/05/2026
Larissa Roberts	Resident 1	12/05/2026
Vacant	Hotel 8	

Current members were all contacted, and the following members would like to be reappointed:

Melanie Sutton
Amanda Kelly

Additionally, we received applications from the following individuals:

David Berry (Qualifies for Resident Position)

All qualified applicants were invited to attend today's meeting.

Appointments will be made at the next Regular City Council meeting on December 7, 2026, and their terms will end 12/05/2028.

Origination: Mayor Lori Klein Quinn

Recommendation: n/a

Party(ies) responsible for placing this item on agenda: Thomas Harris, City Secretary

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____

Staff Member Date City Manager Date

CITY OF TOMBALL

APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire on December 31, 2024.

Please Type or Print Clearly: Date: 10/28/27

Name: Amanda Kelly [redacted]

[redacted]

I have lived in Tomball ___ years. I am _X_ am not ___ a U.S. Citizen

I am applying as (please check all that apply):

_____ a Tomball Resident, residing within the city limits of Tomball

_X_ an Owner, Officer or Director of a business, other than a hotel or motel, with offices within the city limits of Tomball

_____ an Employee or Officer of a hotel or motel located in the city limits of Tomball

Occupation: Tomball Farmers Market, Market Manager

Professional and/or Community Activities: TAC Committee Chairperson, member of TEDC and CoT Strategic Planning committees/think tanks, member of the GTACC, Alumni of Leadership North Houston, LNH Advisory Committee, member of World Farmers Market Coalition and National Farmers Market Coalition, member of Farm and Ranch Freedom Alliance.

Additional Pertinent Information/References: Current TAC committee member

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I have enjoyed being on the TAC committee and was recently named chairperson of the committee. I enjoy working with the CoT in anyway I can to help bring tourism into Tomball and get the community to love our town and want to move here, shop here and build their lives here.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) *Acknowledgment of Receipt and Understanding* from the Boards, Commissions, and Committees Handbook.

Applications for the Tourism Advisory Committee will be kept on file in the City Secretary's office for two years.

****

I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.

Amanda Kelly

Signature of Applicant
(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@ci.tomball.tx.us
office: 281-290-1002
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

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.**

N/A

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.**

N/A

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.**

N/A

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 Amanda Kelly — Signature of vendor doing business with the governmental entity

10/28/27 — 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.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**
N/A

2 **Office Held**
N/A

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**
N/a

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**
N/a

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted N/A Description of Gift _____

Date Gift Accepted N/A Description of Gift _____

Date Gift Accepted N/A Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

N/A
Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

OR

(2) Unsworn Declaration

My name is Amanda Kelly, and my date of birth is [redacted].

My address is _____, _____, _____, _____, _____
(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (year).

_____
Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Signature. Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

(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.

Board Member Election on Disclosure

An elected/appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

☐ I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

☒ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Amanda Kelly
Board Member's Signature

10/28/26
Date

Amanda Kelly
Board Member's Printed Name

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: 9/11/2026

Name: David Berry

Phone: 713-870-2972

Address: 1131 Station Manor Lane

Phone: 713-934-2075 (Home)

City/State/Zip Tomball, Tx, 77375

Cell: (Work)

[redacted]

I have lived in Tomball 3 years.

I am X am not ___ a U.S. Citizen

Occupation: Insurance, Surety & Risk Management Producer CLCS at INSURICA

Professional and/or Community Activities:

Houston Contractor's Association (HCA)Member, Volunteer, Candlelighters- childhood cancer support charity

Additional Pertinent Information/References: _____

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I want to help grow Tomball's economic footprint, attracting business, supporting responsible housing, and expanding entertainment, while preserving our small-town feel. Iv recently been participated as a vendor at the Tomball Craft Market, and it added to my insight into how local businesses drive our community's economy. That experience, combined with my construction and risk-management background, gives me a practical view of responsible growth. I'm applying primarily for the Tomball Economic Development Corporation, and also interested in the Downtown Tomball Advisory Committee and Capital Improvement Advisory Committee.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) *Acknowledgment of Receipt and Understanding* from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
(X) Planning & Zoning Commission	Second Monday each month, 6 p.m.
(X) Capital Improvement Advisory Committee	Second Monday in June & December, 5:30 p.m.
(X) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(X) Tomball Economic Development Corporation	Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
(X) Tomball Regional Health Foundation	Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees	Meeting Information
(X) Downtown Tomball Advisory Committee DTAC does not require Tomball residency	As called

Non-profit Corporation Boards	Meeting Information
(X) Tomball Legacy Fund, Inc. Position 7, Tomball Legacy Fund, does not require Tomball residency	As called

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

David Berry Digitally signed by David Berry
Date: 2026.09.11 11:43:00 -05'00'

Signature of Applicant
(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-351-5484
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 35, Handbook)

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.**

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.**

_____
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.**

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 David Berry Digitally signed by David Berry Date: 2026.09.11 11:43:45 -05'00'

Signature of vendor doing business with the governmental entity

09/11/2026
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.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

David Berry Digitally signed by David Berry Date: 2026.09.11 11:44:39 -05'00'

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____,

20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

OR

(2) Unsworn Declaration

[redacted]

My name is David Berry, and my date of birth is [redacted].

My address is 1131 Station Manor Lane, (street) Tomball (city) Texas (state) 77375 (zip code) USA (country).

Executed in Harris County, State of Texas, on the 11 day of Septembe (month) 20 26 (year).

David Berry Digitally signed by David Berry Date: 2026.09.11 11:44:39 -05'00'

Signature of Local Government Officer (Declarant)

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/17/2020

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Signature. Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

(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.

Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

☑ I **DO** elect public access to my: (please indicate items you would like available, if any)

☑ home address

☑ home telephone number

☐ personal email address

☐ cell or pager numbers not paid for by the City

☐ emergency contact information

☐ information that reveals whether I have family members.

☐ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

David Berry Digitally signed by David Berry Date: 2026.09.11 11:46:20 -05'00'

Board Member's Signature

09/11/2026

Date

David Berry

Board Member's Printed Name

A Condensed Bio of David Berry

I was raised right here in the Houston area, growing up through Cy-Fair ISD and graduating from Cy Creek High School before attending Lone Star Community College and later earning my degree at the University of Houston. I grew up with a father who loved to work, and he passed that on to me — a drive that's stayed with me in everything I do. Today, my wife and I are raising our three sons in Tomball, where weekend trips to the park, backyard baseball games, and simply being present for my kids' childhood matter as much to me as anything else.

By trade, I'm an Insurance & Risk Management Producer (CLCS) with INSURICA, specializing in insurance, surety, and risk management for construction and business clients. I came to insurance after 15 years working in construction and 7 years as a quality analyst and supervisor overseeing veterans' disability exams — work that taught me the value of showing up, doing the job right, and advocating for people who need it. That same hard-working spirit carries into my free time: I love getting my hands dirty working on heavy equipment and cars, and taking on building projects around the house.

Community has always mattered to me. I'm a member of the Houston Contractors Association and an active volunteer with Candlelighters, a charity that supports families facing childhood cancer. Having grown up in the Houston area and now raising my own family in Tomball, I'm looking for more ways to give back to the community that is helping shape my kids' lives.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Consideration and possible action to approve, as a Project of the Corporation of the Tomball Economic Development Corporation, an agreement with IC Star Solar (USA), LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the expansion of its corporate headquarters located at 19200 Hamish Rd, Tomball, Texas 77377. The estimated amount of expenditures for such Project is $161,200.00.

Background:

Imperial Star Solar (Cambodia) Co., Ltd. is a manufacturer of photovoltaic (PV) power generation products, including solar cells and modules. The company provides products and services to customers in the United States, Japan, India, Mexico, Brazil, and other international markets. Imperial Star Solar was established in Cambodia in February 2020 and opened its U.S. corporate headquarters, IC Star Solar (USA), LLC, in Tomball in 2024 at 19200 Hamish Road.

According to the attached request letter submitted by Esther Wilmot, Junior Legal Counsel, IC Star Solar is considering an expansion into an additional facility in Tomball. The proposed project would retain the company's existing workforce of 376 employees and create 124 new jobs over the next year.

The proposed expansion would occupy an approximately 266,000-square-foot office and warehouse facility located within the Lovett Industrial development. The additional space will support the company's expanding manufacturing, warehousing, logistics, and workforce needs. The lease term is 75 months and the estimated capital investment for the project is $20 million.

An economic impact analysis is included with the agreement and estimates that the project will generate a five-year net benefit of $752,317 to the Tomball community. Based on the creation of 124 new jobs, the proposed incentive is $161,200, calculated at $1,300 per new job created.

Origination: Esther Wilmot, Junior Legal Counsel, IC Star Solar (USA) LLC

Recommendation: Staff recommends approval of the Performance Agreement with IC Star Solar (USA), LLC

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: _____ If yes, specify Account Number: #Project Grants

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____

Staff Member-TEDC Date Executive Director-TEDC Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: November 16, 2026

SUBJECT: IC Star Solar (USA), LLC

ITEM TYPE: Action

Imperial Star Solar (Cambodia) Co., Ltd. is a manufacturer of photovoltaic (PV) power generation products, including solar cells and modules. The company provides products and services to customers in the United States, Japan, India, Mexico, Brazil, and other international markets. Imperial Star Solar was established in Cambodia in February 2020 and opened its U.S. corporate headquarters, IC Star Solar (USA), LLC, in Tomball in 2024 at 19200 Hamish Road.

According to the attached request letter submitted by Esther Wilmot, Junior Legal Counsel, IC Star Solar is considering an expansion into an additional facility in Tomball. The proposed project would retain the company's existing workforce of 376 employees and create 124 new jobs over the next year.

The proposed expansion would occupy an approximately 266,000-square-foot office and warehouse facility located within the Lovett Industrial development. The additional space will support the company's expanding manufacturing, warehousing, logistics, and workforce needs. The lease term is 75 months and the estimated capital investment for the project is $20 million.

An economic impact analysis is included with the agreement and estimates that the project will generate a five-year net benefit of $752,317 to the Tomball community. Based on the creation of 124 new jobs, the proposed incentive is $161,200, calculated at $1,300 per new job created.

IC Star Solar (USA) LLC
19200 Hamish Road, Suite 100
Tomball, TX 77377

September 4, 2026

Tomball Economic Development Corporation
Board of Directors
Tomball, Texas

Subject: Primary Job Grant Request for IC Star Solar (USA) LLC

Dear Board of Directors,

On behalf of IC Star Solar (USA) LLC, we respectfully submit this request for consideration under the Primary Job Grant. As a growing solar manufacturer, IC Star Solar is making substantial investments in its workforce, facilities, and long-term presence within the community. The purpose of this request is to support the company's continued expansion, workforce development initiatives, and job creation efforts that will generate significant economic benefits for the City of Tomball.

IC Star Solar (USA) LLC, an affiliate of Imperial Star Solar, has proudly operated in Tomball for the past two years as a rapidly growing American solar manufacturing company dedicated to strengthening domestic clean energy production and supporting U.S. energy independence. Built on more than a decade of Tier 1 solar manufacturing experience, Imperial Solar combines proven industry expertise with a commitment to expanding advanced solar manufacturing in the United States.

Operating in Tomball, Texas, IC Star Solar has established itself as an important contributor to the domestic solar supply chain. The company currently operates with significant solar module manufacturing capacity and is actively expanding its operations through a major new buildout. Supported by a global network of manufacturing and supply chain professionals, IC Solar delivers high-quality, reliable solar products to customers across the United States.

IC Star Solar's mission is to empower excellence in American solar manufacturing through deep manufacturing and technology expertise, a reasonably designed supply chain focused on quality and control, and an unwavering commitment to customer service. The company's vision is to advance global access to sustainable and reliable clean energy solutions while creating long-term economic opportunities in the communities where it operates.

Solar manufacturing is a strategically important industry that strengthens American energy security, supports domestic supply chains, and creates high-quality manufacturing careers. By producing solar products in the United States, IC Star Solar contributes to the growth of American manufacturing while supporting the country's increasing demand for reliable energy infrastructure. Domestic production warrants less reliance on foreign supply chains, promotes supply chain resilience, and supports long-term investment in advanced manufacturing.

As one of the fastest-growing sectors of American manufacturing, the solar industry creates opportunities for skilled workers across production, maintenance, logistics, warehousing, and management functions. Communities that attract solar manufacturing facilities benefit from increased capital investment, workforce development opportunities, and sustained economic growth.

Since establishing operations in Tomball, IC Star Solar has demonstrated its commitment to the community through continued investment in employees, facilities, and local economic development. Today, the company employes approximately 226 direct employees and 150 staffing jobs, supporting hundreds of local families and contributing significantly to the regional economy.

As IC Star continues to expand its Texas operations through investments in manufacturing facilities and workforce development, the company remains committed to creating high-quality jobs, fostering economic growth, and supporting the advancement of a resilient solar industry. Every solar module produced reflects the skill, precision, and dedication of the American workforce helping the nation's clean energy future.

The company intends to continue prioritizing local recruitment and partnering with workforce development organizations to provide training, career advancement opportunities, and sustainable long-term employment for Tomball-area residents. IC Star Solar believes that investing in people is essential to supporting long-term business success and strengthening the local community.

IC Star Solar is now entering its next phase of growth through a significant expansion of its manufacturing operations. This expansion is designed to increase production capacity, support future customer demand, strengthen operational efficiency, and further establish Tomball as a key hub for domestic solar manufacturing.

The expansion project represents a substantial long-term investment in the Tomball community and is expected to support a workforce of approximately 500 employees, including the retention of 226 direct employees and 150 staffing positions. This expansion is expected to create up to 124 new jobs. To support this growth, IC Star Solar has secured an additional facility comprising approximately 266,000 square feet of industrial space, significantly expanding the company's operational footprint within the City of Tomball.

As demand for domestically manufactured solar products continues to increase, the company requires additional production, warehousing, logistics, and support space to accommodate expanded operations. The new facility will provide the infrastructure necessary to increase manufacturing output, improve workflow efficiencies, support inventory management, and create additional room for employee training and workforce growth.

By committing to a 75-month lease beginning at approximately $220,000 per month, with scheduled annual step-ups increases throughout the lease term, IC Star Solar is making a substantial commitment to the Tomball market. This investment reflects the company's confidence in the local community and its intention to establish a long-term presence that generates lasting economic value.

The expansion facility will serve as the foundation for the next stage of the company's growth. As production volume increases, the facility will support the retention of existing jobs while enabling the creation of new employment opportunities and providing capacity for future expansion. Without adequate

facilities to support growing demand, the company's ability to scale operations and meet customer demand would be significantly limited.

The Primary Job Grant will play an important role in supporting this growth and workforce expansion. Like many advanced manufacturing operations, labor costs represent a significant component of operating expenses. The grant will help offset a portion of the payroll-related costs associated with maintaining and expanding the workforce during this critical phase of growth.

By reducing payroll pressures, IC Star Solar will be able to reinvest additional resources directly into employee-focused initiatives, including competitive wages, comprehensive healthcare benefits, workforce training programs, employee retention efforts, and expanded overtime opportunities. These investments are particularly important as the company seeks to attract and retain a highly skilled manufacturing workforce in an increasingly competitive labor market.

The grant will also help strengthen workforce development initiatives that provide employees with opportunities for advancement, technical training, and long-term career growth. These programs create value not only for the company but also for the individuals and families who call Tomball home.

The benefits of IC Star Solar's expansion extend well beyond the company's operations. The creation of new jobs and retention of 226 direct employees and 150 staffing jobs will increase household incomes and generate additional local spending throughout the community. Employees contribute to the economy through expenditures on housing, dining, retail purchases, healthcare, transportation, and professional services. This spending creates a multiplier effect that benefits local businesses and supports additional economic activity throughout Tomball.

Furthermore, the company's 266,000 square foot facility lease creates direct economic benefits through increased commercial occupancy and continued industrial investment. As operations expand, IC Star Solar will generate additional demand for local contractors, equipment suppliers, transportation companies, maintenance providers, and other business partners. The facility's long-term occupancy reinforces the company's commitment to remaining and growing in Tomball.

The expansion project aligns closely with the economic development goals of the Tomball Economic Development Corporation. The project will bring additional capital investment into the community, create quality employment opportunities, strengthen advanced manufacturing within the region, and increase economic activity that supports local businesses and residents.

By supporting the continued growth of a high-technology manufacturing employer, the Primary Job Grant will help position Tomball as a destination for advanced manufacturing, clean energy production, workforce development, and industrial investment.

IC Star Solar views this project as a long-term partnership with the Tomball community. The company is committed to operating as a responsible corporate citizen, investing in its workforce, supporting local economic growth, and creating opportunities for future generations of employees.

This Primary Job Grant will enable the company to accelerate hiring, enhance employee benefits, strengthen workforce development initiatives, and support continued expansion within the community. In return, Tomball will benefit from quality job creation, increased local spending, expanded commercial

occupancy, and a growing manufacturing presence that contributes to the city's long-term economic vitality.

Together, this partnership will help ensure sustainable growth, shared prosperity, and continued investment in Tomball for years to come.

Sincerely,

Esther Wilmot

Esther Wilmot
Junior Legal Counsel
IC Star Solar (USA) LLC

Imperial Star Solar Phase II - Impact Report - Expansion Only

TOMBALL ECONOMIC DEVELOPMENT CORP.

Scenario 1 with Client Data

Project Type: Business Retention & Expansion
Industry: Manufacturing
Prepared By: Tomball EDC

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein and expressly disclaims any and all liability arising from or related to the use of this report or any errors or omissions it may contain.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Existing & Expanded Operations

The Project under analysis represents the expansion of an existing business. The table below illustrates the economic impact over the next 10 years including both the current and expanded operations.

ECONOMIC IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS IN CITY OF TOMBALL			
	CURRENT OPERATIONS	EXPANSION	CURRENT & EXPANDED OPERATIONS
JOBS			
Direct	376.0	124.0	500.0
Spin-off	0	0	0
Jobs Total	**376.0**	**124.0**	**500.0**
SALARIES			
Direct	$12.35B	$34,846,253	$12.39B
Spin-off	$0	$0	$0
Salaries Total	**$12.35B**	**$34,846,253**	**$12.39B**

The table below summarizes the fiscal impact, the net benefits for local taxing districts, over the next 10 years including both the current and expanded operations.

FISCAL IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS			
	NET BENEFITS		
	CURRENT OPERATIONS	EXPANSION	CURRENT & EXPANDED OPERATIONS
City of Tomball	$3,441,493	$1,051,411	$4,492,904
Harris County	$261,487	$788,287	$1,049,774
Tomball ISD	$1,269,450	$880,331	$2,149,781
Lone Star College	$126,599	$247,327	$373,926
Port of Houston	$7,047	$13,766	$20,813
Harris County ESD #8	$119,025	$232,532	$351,557
Harris County Hospital District	$224,068	$437,745	$661,813
Harris County Department of Education	$5,730	$11,195	$16,925
Harris County Flood Control	$59,310	$115,870	$175,181
	$5,514,209	**$3,778,464**	**$9,292,674**

The remainder of this report will focus on only the economic and fiscal impact associated with the expansion.

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	124.0	0	**124.0**
Annual Salaries/Wages	$6,696,000	$0	**$6,696,000**
Salaries/Wages over 10 Years	$34,846,253	$0	**$34,846,253**
Taxable Sales/Purchases in City of Tomball	$15,374,110	$0	**$15,374,110**

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	3.7	0	**3.7**
New residents in City of Tomball	9.7	0	**9.7**
New residential properties constructed in City of Tomball	0.6	0	**0.6**
New students to attend local school district	1.9	0	**1.9**

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

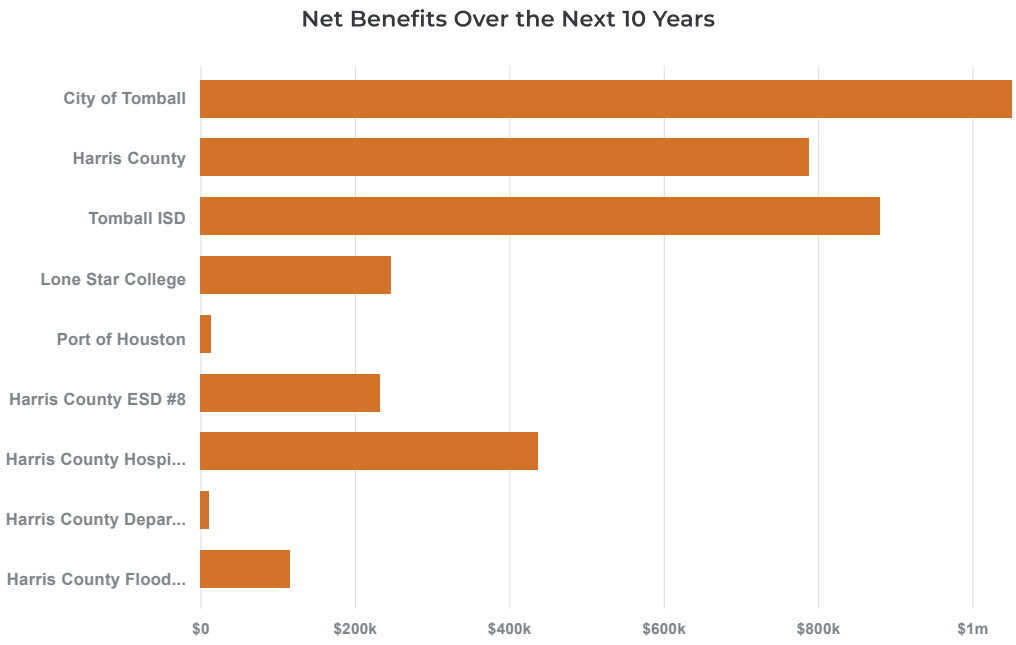
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	$203,279	$0	$10,000,000	$20,000,000	$0	*$30,000,000*	**$30,203,279**
2	$207,345	$0	$10,200,000	$18,000,000	$0	*$28,200,000*	**$28,407,345**
3	$211,492	$0	$10,404,000	$16,000,000	$0	*$26,404,000*	**$26,615,492**
4	$215,722	$0	$10,612,080	$14,000,000	$0	*$24,612,080*	**$24,827,802**
5	$220,036	$0	$10,824,322	$12,000,000	$0	*$22,824,322*	**$23,044,358**
6	$224,437	$0	$11,040,808	$10,000,000	$0	*$21,040,808*	**$21,265,245**
7	$228,926	$0	$11,261,624	$8,000,000	$0	*$19,261,624*	**$19,490,550**
8	$233,504	$0	$11,486,857	$6,000,000	$0	*$17,486,857*	**$17,720,361**
9	$238,174	$0	$11,716,594	$4,000,000	$0	*$15,716,594*	**$15,954,768**
10	$242,938	$0	$11,950,926	$4,000,000	$0	*$15,950,926*	**$16,193,863**

Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	$2,434,553	($1,383,142)	$1,051,411	$864,273
Harris County	$1,006,330	($218,044)	$788,287	$628,864
Tomball ISD	$2,374,253	($1,493,922)	$880,331	$700,391
Lone Star College	$247,327	$0	$247,327	$196,420
Port of Houston	$13,766	$0	$13,766	$10,933
Harris County ESD #8	$232,532	$0	$232,532	$184,670
Harris County Hospital District	$437,745	$0	$437,745	$347,645
Harris County Department of Education	$11,195	$0	$11,195	$8,891
Harris County Flood Control	$115,870	$0	$115,870	$92,021
Total	**$6,873,572**	**($3,095,108)**	**$3,778,464**	**$3,034,108**

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.



Public Support Overview

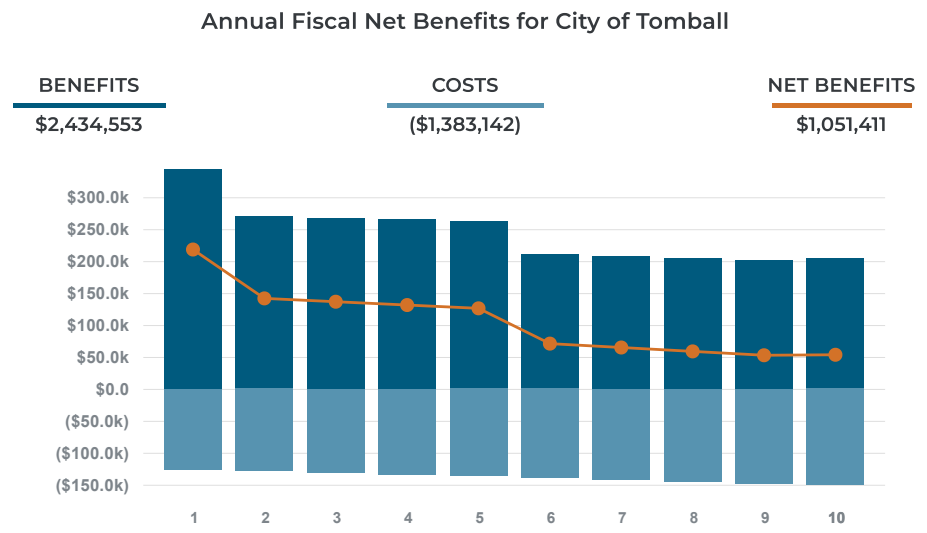
A summary of the total Public Support modeled in this analysis is shown below.

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	$161,200	$161,200
Harris County	$0	$0
Tomball ISD	$0	$0
Lone Star College	$0	$0
Port of Houston	$0	$0
Harris County ESD #8	$0	$0
Harris County Hospital District	$0	$0
Harris County Department of Education	$0	$0
Harris County Flood Control	$0	$0
Total	**$161,200**	**$161,200**

City of Tomball Fiscal Impact

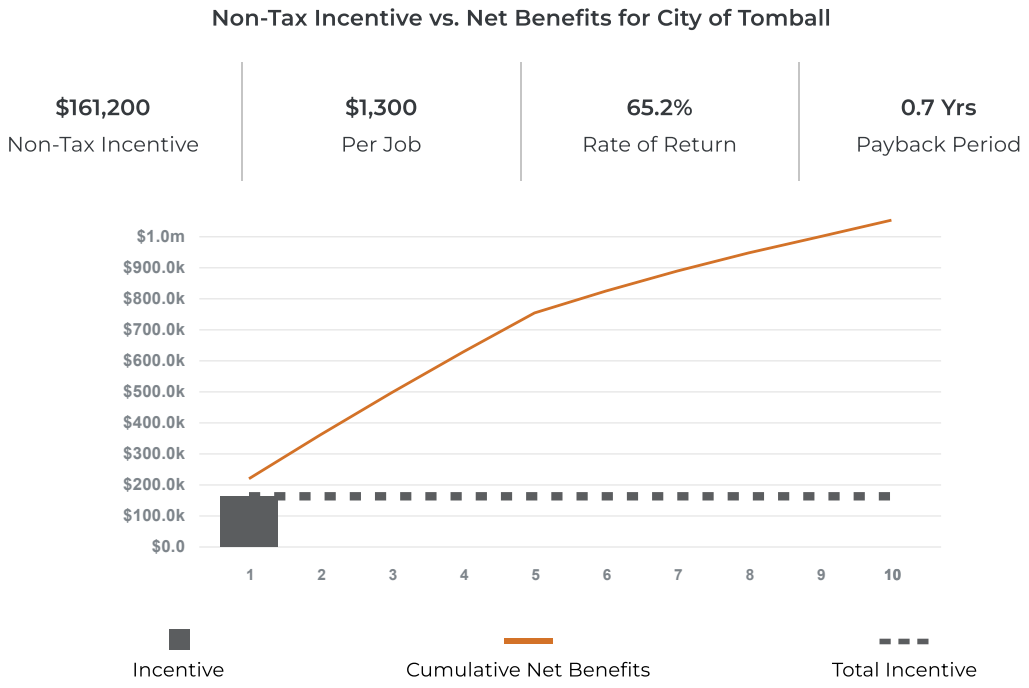
The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	$298,771	$8,712	$307,482
Real Property Taxes	$373,320	$0	$373,320
FF&E Property Taxes	$381,853	$0	$381,853
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$7,589	$7,589
Hotel Occupancy Taxes	$0	$0	$0
Building Permits and Fees	$0	$0	$0
Utility Revenue	$803,797	$59,104	$862,901
Utility Franchise Fees	$46,164	$3,381	$49,545
Miscellaneous Taxes and User Fees	$420,907	$30,957	$451,864
Benefits Subtotal	**$2,324,812**	**$109,742**	**$2,434,553**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($403,256)	($29,572)	($432,828)
Cost of Utility Services	($885,263)	($65,051)	($950,314)
Costs Subtotal	**($1,288,519)**	**($94,623)**	**($1,383,142)**
Net Benefits	**$1,036,292**	**$15,119**	**$1,051,411**



Non-Tax Incentives

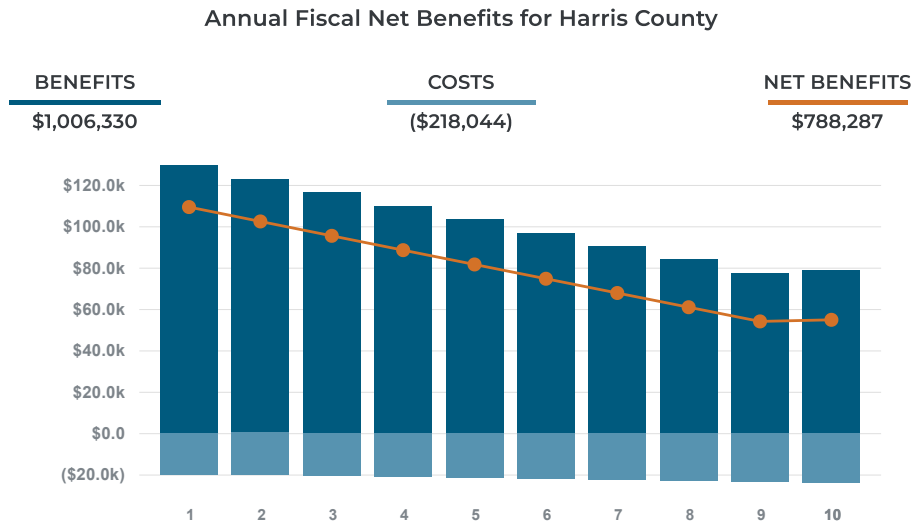
The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.



Harris County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 10 years of the Project.

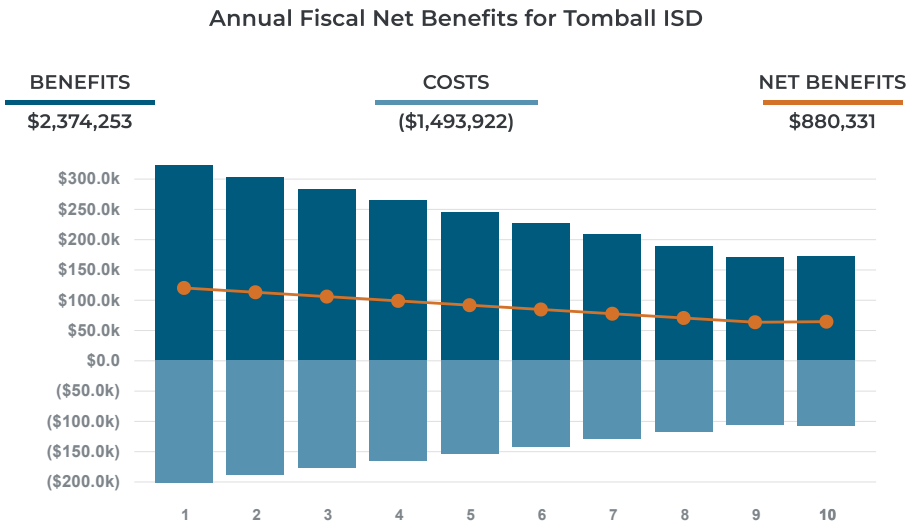
NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$417,141	$0	$417,141
FF&E Property Taxes	$426,675	$0	$426,675
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$45,068	$45,068
Hotel Occupancy Taxes	$0	$0	$0
Miscellaneous Taxes and User Fees	$74,677	$42,770	$117,447
Benefits Subtotal	**$918,493**	**$87,837**	**$1,006,330**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($138,492)	($79,551)	($218,044)
Costs Subtotal	**($138,492)**	**($79,551)**	**($218,044)**
Net Benefits	**$780,001**	**$8,286**	**$788,287**



Tomball ISD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 10 years of the Project.

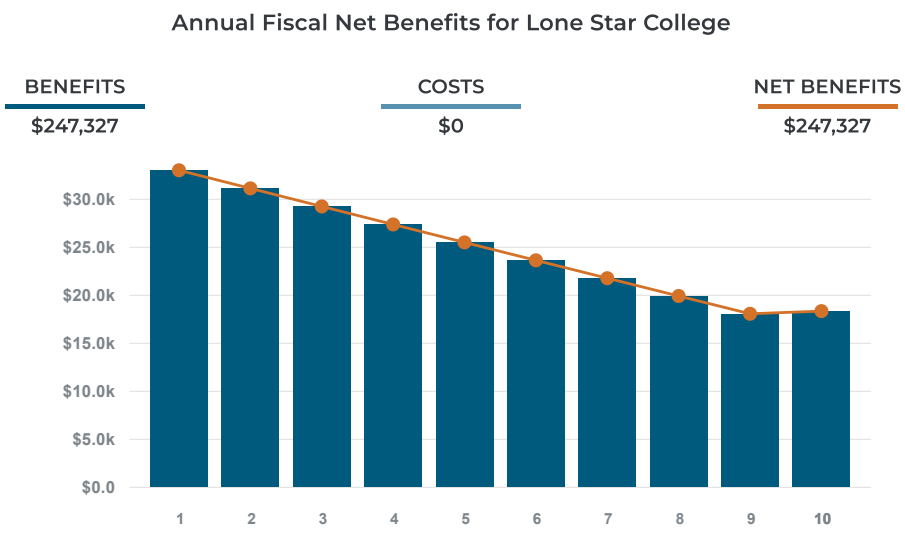
NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$1,163,846	$0	$1,163,846
FF&E Property Taxes	$1,190,448	$0	$1,190,448
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$3,593	$3,593
Addtl. State & Federal School Funding	$0	$16,367	$16,367
Benefits Subtotal	**$2,354,294**	**$19,959**	**$2,374,253**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	$0	($15,527)	($15,527)
Reduction in State School Funding	($1,476,142)	($2,253)	($1,478,395)
Costs Subtotal	**($1,476,142)**	**($17,780)**	**($1,493,922)**
Net Benefits	**$878,152**	**$2,179**	**$880,331**



Lone Star College Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star College over the next 10 years of the Project.

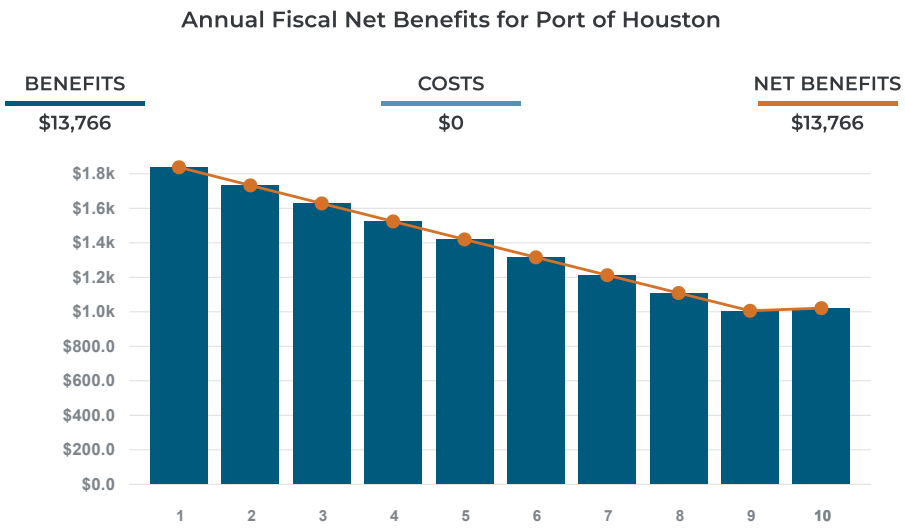
NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$116,067	$0	$116,067
FF&E Property Taxes	$118,720	$0	$118,720
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$12,540	$12,540
Benefits Subtotal	**$234,787**	**$12,540**	**$247,327**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$234,787**	**$12,540**	**$247,327**



Port of Houston Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 10 years of the Project.

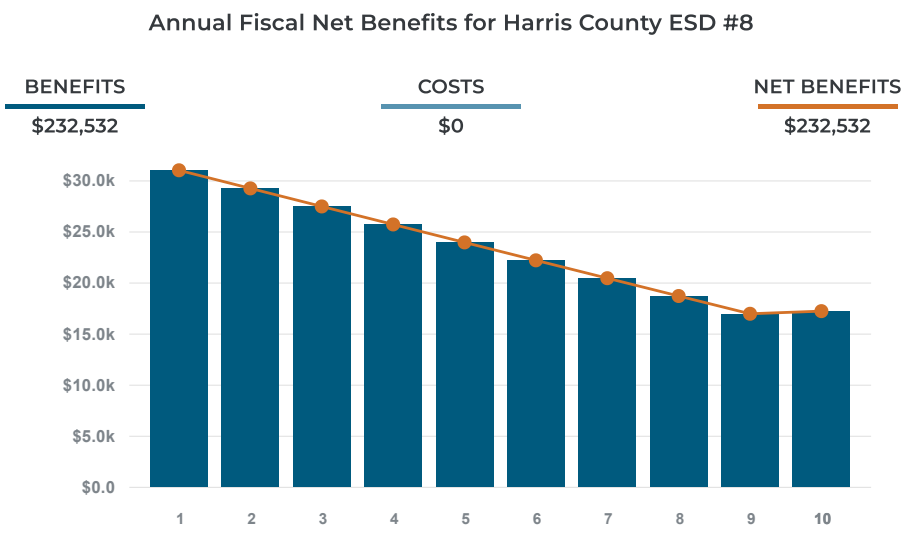
NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$6,460	$0	$6,460
FF&E Property Taxes	$6,608	$0	$6,608
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$698	$698
Benefits Subtotal	**$13,068**	**$698**	**$13,766**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$13,068**	**$698**	**$13,766**



Harris County ESD #8 Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County ESD #8 over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$109,124	$0	$109,124
FF&E Property Taxes	$111,618	$0	$111,618
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$11,790	$11,790
Benefits Subtotal	**$220,742**	**$11,790**	**$232,532**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$220,742**	**$11,790**	**$232,532**

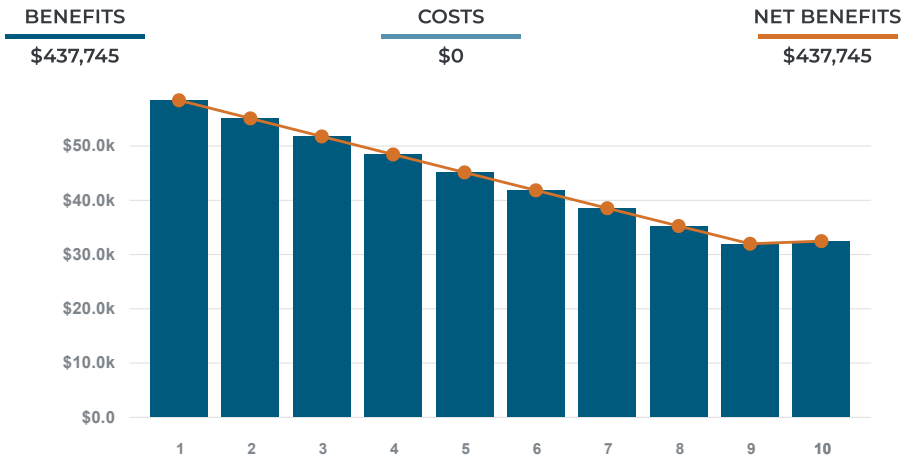


Harris County Hospital District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$205,428	$0	$205,428
FF&E Property Taxes	$210,123	$0	$210,123
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$22,194	$22,194
Benefits Subtotal	**$415,551**	**$22,194**	**$437,745**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$415,551**	**$22,194**	**$437,745**

Annual Fiscal Net Benefits for Harris County Hospital District

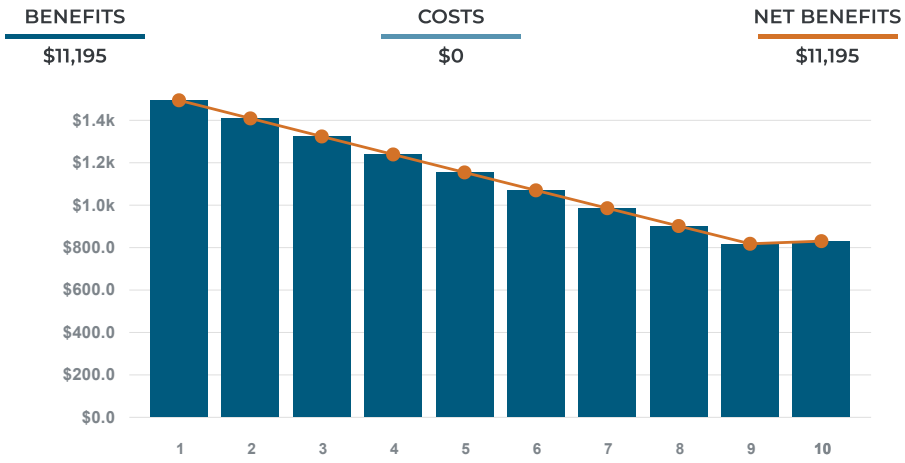


Harris County Department of Education Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$5,254	$0	$5,254
FF&E Property Taxes	$5,374	$0	$5,374
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$568	$568
Benefits Subtotal	**$10,627**	**$568**	**$11,195**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$10,627**	**$568**	**$11,195**

Annual Fiscal Net Benefits for Harris County Department of Education

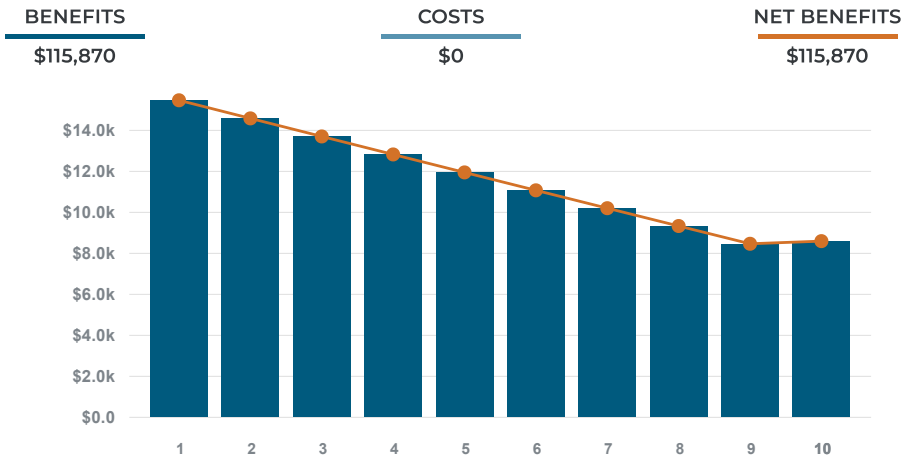


Harris County Flood Control Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$54,376	$0	$54,376
FF&E Property Taxes	$55,619	$0	$55,619
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$5,875	$5,875
Benefits Subtotal	**$109,996**	**$5,875**	**$115,870**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$109,996**	**$5,875**	**$115,870**

Annual Fiscal Net Benefits for Harris County Flood Control



Methodology

Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.0
Earnings Multiplier	(Type II Direct Effect)	1.0

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

TOMBALL ECONOMIC DEVELOPMENT CORPORATION
ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Agreement (the "Agreement") is made and entered into by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Chapter 501 et seq. of the Texas Local Government Code, located in Harris County, Texas (the "TEDC"), and IC Star Solar (USA) LLC (the "Company"), for a proposed expansion to be located at 19200 Hamish Road Tomball, Texas 77377 (the "Site") (with the TEDC and the Company each being a "Party" and together the "Parties"), and is made effective by the Parties by the execution of this Agreement below by each Party's authorized representative (the "Effective Date").

RECITALS

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time to time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball, Texas (the "City"), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company currently operates its U.S. corporate headquarters in Tomball and proposes to expand its operations through an additional facility at the Site, and as part of the expansion, plans to make capital investments, including building improvements, fixed machinery and equipment, and tangible personal property (the "Improvements") in an amount of approximately Thirty Million Dollars ($30,000,000); and

WHEREAS, the Company proposes to create at least one hundred and twenty-four (124) new employment positions at the Site (the "New Jobs"), and to maintain three hundred seventy-six (376) existing employment positions at the Site (the "Retained Jobs") as provided herein, in conjunction with the expansion at the Site; and

WHEREAS, in consideration of the Company's expansion of its operations, creation and maintenance of the New Jobs, and maintenance of the Retained Jobs, the TEDC desires to provide a direct incentive to the Company in an amount not to exceed One Hundred Sixty-One Thousand Two Hundred Dollars ($161,200) (the "Incentive"), as more specifically described below, for the Company's performance of its obligations at the Site; and

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be required or suitable for the promotion and development of new or expanded business enterprises as contemplated by Section 505.158 of the Texas Local Government Code; and

WHEREAS, the Company has agreed, in exchange and as consideration for the Incentive, to satisfy and comply with the terms and conditions provided in this Agreement; and

NOW, THEREFORE, in consideration of the promises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the Parties agree as follows:

DRAFT

AGREEMENT

1. The Company covenants and agrees that it will occupy and operate the proposed business at the Site for a term of at least five (5) years after the Effective Date (the "Term"). During the Term, the Company shall maintain at least three hundred seventy-six (376) Retained Jobs at the Site and shall create and maintain at least one hundred twenty-four (124) New Jobs at the Site in accordance with the performance requirements set forth in this Agreement. The Company shall comply with all applicable ordinances and requirements of the City of Tomball.

2. The Company also covenants and agrees that it shall create the New Jobs within eighteen (18) months after the Effective Date and shall thereafter maintain the New Jobs and Retained Jobs in accordance with the performance requirements set forth in this Agreement. Extensions of the eighteen (18) month deadline, due to extenuating circumstances or uncontrollable delays, may be granted at the sole discretion of the Board of Directors of the TEDC.

3. The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not: (a) lawfully admitted for permanent residence to the United States; or (b) authorized by law to be employed in that manner in the United States.

4. In consideration of the Company's representations, promises, and covenants, the TEDC agrees to grant to the Company up to One Hundred Sixty-One Thousand Two Hundred Dollars ($161,200) as a performance incentive for the expansion of its business operation and the creation of up to one hundred twenty-four (124) New Jobs at the Site. The Incentive shall be calculated at One Thousand Three Hundred Dollars ($1,300) for each New Job created, up to a maximum of one hundred twenty-four (124) New Jobs.

   Within eighteen (18) months after the Effective Date, the Company may request payment of the Incentive in accordance with Section 5 of this Agreement.

   In the event the Company creates fewer than one hundred twenty-four (124) New Jobs within eighteen (18) months after the Effective Date, the amount of the Incentive shall be reduced on a pro rata basis to reflect the actual number of New Jobs created and verified at the time of the request for disbursement. In no event shall the Incentive exceed One Hundred Sixty-One Thousand Two Hundred Dollars ($161,200).

5. The TEDC agrees to distribute the Incentive to the Company within thirty (30) days of receipt and verification of a letter from the Company requesting payment and certifying the creation of the New Jobs and the maintenance of the Retained Jobs at the Site (the "Certification Letter"). The Certification Letter shall include: (a) proof that the Company has maintained at least three hundred seventy-six (376) Retained Jobs and has created the New Jobs at the Site, as evidenced by copies of Texas Workforce Commission Form C-3, Internal Revenue Service Form 941, or other documentation acceptable to the TEDC; and (b) a copy of the City's occupancy permit for the new facility at the Site.

6. It is understood and agreed by the Parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (1/2%) per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section

1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of the default accompanied by copies of all applicable invoices.

It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either: a) the termination of this Agreement; or, b) a suit for specific performance.

7. This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Site.

8. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:
Tomball Economic Development Corporation
Attn: President, Board of Directors
401 W. Market Street
Tomball, Texas 77375

If to Company:
IC Star Solar (USA) LLC.
Attn: Isabella XU
19200 Hamish Road
Tomball, Texas 77377

9. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the Parties.

10. The failure of any Party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

11. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any Party without first obtaining written consent of the other Party.

12. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this

Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

13. Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

DRAFT

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE TO THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED IN THIS AGREEMENT, AND BY THE EXECUTION OF THIS AGREEMENT BELOW THROUGH THE SIGNATURES OF EACH PARTY'S AUTHORIZED REPRESENTATIVE, EACH PARTY BINDS ITSELF TO THE TERMS OF THIS AGREEMENT.

In TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this ____ day of _____ 2026 (the "Effective Date")

IC Star Solar (USA), LLC

By: _____
Name: Isabella XU
Title: Global CEO, IC Star Solar (USA), LLC

ATTEST:

By: _____
Name: _____
Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Lisa Covington
Title: President, Board of Directors

ATTEST:

By: _____
Name: Wayne Hall
Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2026, by Isabella XU, Global CEO, IC Star Solar (USA), LLC, for and on behalf of said company.

_____

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2026, Lisa Covington, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

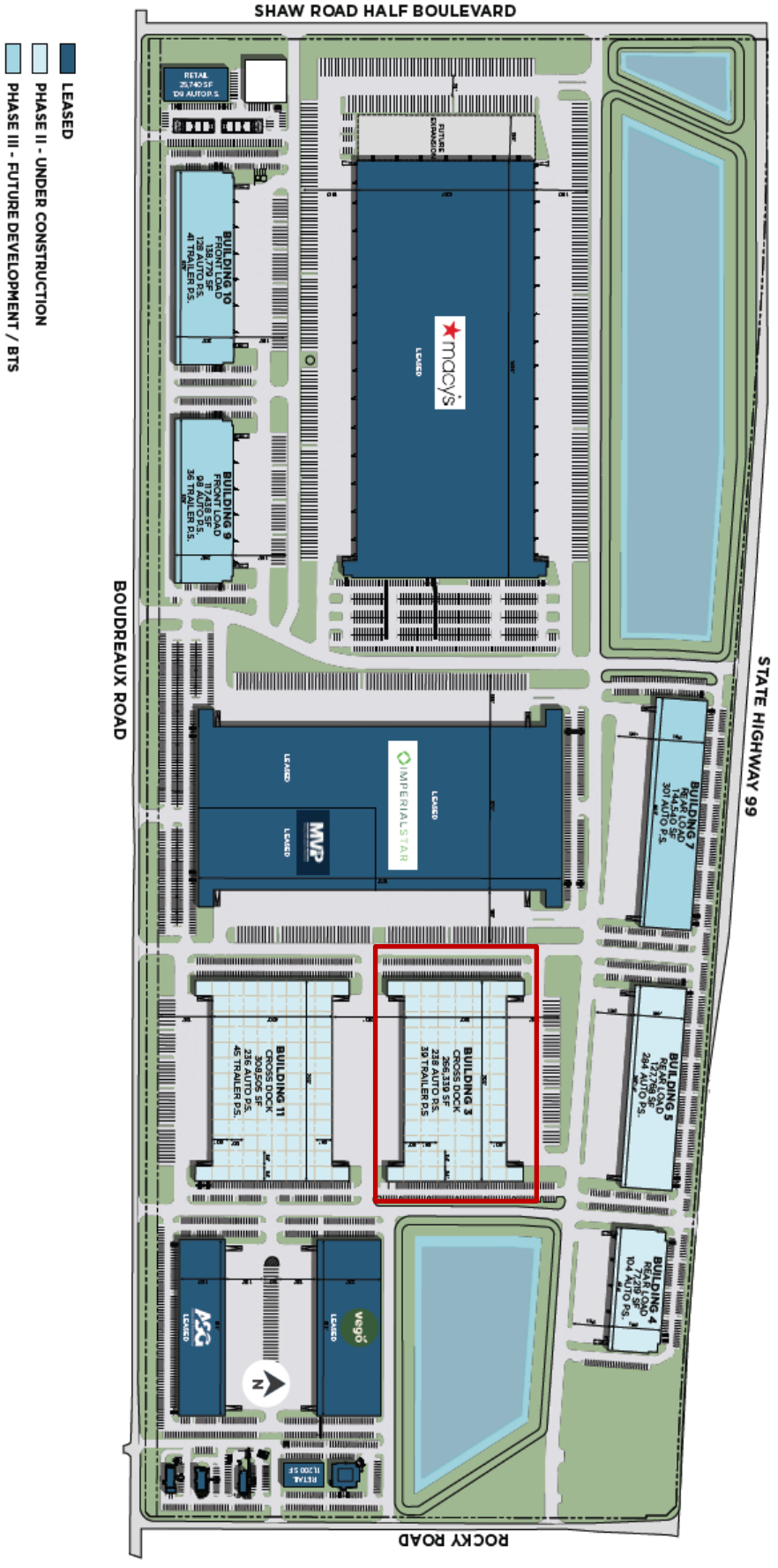
_____

Notary Public in and for the State of Texas

My Commission Expires: _____
(SEAL)

Exhibit A
Description of Property

Property Address: 19200 Hamish Road, Tomball, Texas 77377



City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 16, 2026

Topic:

Executive Session: The City Council will meet in Executive Session as authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the following purpose(s):

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney's duty requires to be discussed in closed session
- Sec. 551.072 – Deliberations regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
- Sec. 551.087 – Deliberation regarding Economic Development Negotiations; to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

Background:

Origination: David Esquivel, City Manager

Recommendation:

Party(ies) responsible for placing this item on agenda: David Esquivel, City Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____

Staff Member Date City Manager Date