

**NOTICE OF CITY COUNCIL WORKSHOP/
REGULAR AGENDA
CITY OF TOMBALL, TEXAS**



**Monday, June 15, 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, June 15, 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: 824 6673 2490 Passcode: 259058. 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. Quarterly Financial Report for period ending March 31, 2026.
 - 2. Quarterly Investment Report for the period ending March 31, 2026.
 - 3. The Tomball City Council and City Staff will enter into a Pre-Budget Workshop to consider the Proposed Fiscal Year 2026-2027 Budget.
- D. Recess/Reconvene at 6:00 p.m.

- E. Invocation
- F. Pledges to U.S. and Texas Flags
- G. 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.]*
- H. Presentations
 - 1. Presentation of Proclamations
 - Men’s Mental Health Month
 - Alzheimer’s Disease and Brain Health Awareness Month
- I. Reports and Announcements
 - 1. Announcements
 - 1. Upcoming events:
 - July 4, 2026 – July 4th Celebration & Street Fest from 6:00 – 9:00 p.m. at Business 249 North of Kroger
 - July 10, 2026 – Tomball Kids Club from 8:30 – 10:00 a.m. at Juergens Park
 - Saturday, June 20 – Cars, Cops & Coffee from 8 a.m. – noon at Tomball Marketplace (14211 FM 2920)
 - 2. Reports by City staff and members of council about items of community interest on which no action will be taken:
- J. 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 June 1, 2026, Workshop/Regular City Council meeting.
2. Consideration of and action on Resolution No. 2026-28 to approve the request from Greater Tomball Area Chamber of Commerce for City Support for Street Closures and In-Kind Services for the 61st annual Tomball Holiday Parade on Market St and around downtown Tomball, on Saturday, November 21, 2026.
3. Approve request from Tomball High School Senior Picnic for City Support and In-Kind Services at Juergens Park and Matheson Park, on Wednesday, October 7, 2026, from 8:45 a.m. to 2:00 p.m.

K. New Business

1. Conduct the second Public Hearing to consider annexation proceedings to enlarge and extend the boundary limits of said city limits on a 120-foot-wide portion of FM 2920 Road, being a Texas Department of Transportation (TxDOT) right-of-way, along the length of the property footage beginning at the current city limits near Telge Road and a 20' wide access easement extending west to Krahn Lane for an approximate length of 2,960 feet (0.56 miles), and consideration to approve Ordinance No. 2026-10 approving the Municipal Annexation.
2. Conduct a Public Hearing and First Reading, Ordinance No. 2026-12, an Ordinance of the City of Tomball, Texas, granting the request for annexation of a certain tract of land being 14.0945 acres (613,657 square feet) of land, situated in the William Hurd Survey, Abstract Number 377 and in John H. Edwards Survey, Abstract Number 20, Harris County, Texas; being all of a called 8.053 acre tract of record in the name of Shoppes at Willowcreek LLC by deed as recorded under Harris County Clerk's File Number (H.C.C.F. No. RP-2024-432934) and out of and a part of a called 114.9706 acre tract of record in the name of Festival Properties, Inc. , & Silvestri Investments of Florida, Inc., in H.C.C.F. No. RP-2020-302036; Providing for a Service Plan; and Providing for Severability.
3. Consideration of and action on Resolution No. 2026-27, a Resolution of the City Council of the city of Tomball, Texas declaring the intention to institute proceedings to annex certain territory; describing such territory; setting July 20, 2026 at 6 o'clock PM as the date and time for public hearing at which all interested parties shall have an opportunity to be heard; providing for publication of such notice of said public hearing; directing preparation of a municipal service plan for the territory proposed, 15226 FM 2920, Tomball, TX, to be annexed (being 0.6614 acres consisting of 0.6614 of one acre or 28,810 square feet of land situated in the Chauncey Goodrich Survey, Abstract Number 311, Harris County, Texas, being a portion of that certain called 3.0051 acre tract of land described in deed recorded in the official public records of real property of Harris County, Texas, under County Clerk's File Number 20140030325); and providing for severability.

4. Conduct a public hearing and consideration to approve Zoning Case CUP26-02: Request by A K Texas Venture Capital, L.P. to consider a Conditional Use Permit within the General Retail (GR) zoning district to allow for the land use of “Automotive Repair and Service, Major” on Lot 1 of Shops at Tomball Parkway, one lot containing approximately 1.96 acres of land, located north of the northeast intersection of Texas 249 Access Road and Medical Complex Drive. The applicant is requesting to allow for the property to be developed with a specialized transmission repair shop.

Adopt, on First Reading, Ordinance No. 2026-14, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by granting a Conditional Use Permit (CUP) to allow for the land use of “Automotive Repair and Service, Major” on Lot 1 of Shops at Tomball Parkway, one lot containing approximately 1.96 acres of land, located north of the northeast intersection of Texas 249 Access Road and Medical Complex Drive within the City of Tomball, Harris County, Texas; providing for 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.

5. Conduct a public hearing and consideration to approve Zoning Case Z26-06: Request by Shoppes at Willow Creek, LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tracts “3G & 4B” and “3D-1 & 4A-1”, two tracts containing approximately 14.09 acres of land, situated in the W Hurd Survey, Abstract 377, located west of the southwest intersection of FM 2920 and Telge Road (20715 Telge Road). The applicant is requesting to allow for the properties to be developed for general retail uses.

Adopt, on First Reading, Ordinance No. 2026-15, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 14.09 acres of land, situated in the W Hurd Survey, Abstract 377 from Agricultural (AG) to General Retail (GR) on Tracts “3G & 4B” and “3D-1 & 4A-1”. The applicant is requesting to allow for the properties to be developed for general retail uses. The property is located west of the southwest intersection of FM 2920 and Telge Road from Agricultural (AG) to General Retail (GR), 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.

6. Approve request from Greater Tomball Area Chamber of Commerce for City Support and In-Kind Services for the 54th annual Tomball Night on Market St and around downtown Tomball, on Friday, August 7, 2026.

7. Consideration and action on two alternate and three regular member appointments to the Board of Adjustments.

8. Consideration and action on two appointments to the Planning and Zoning Commission.

9. First Reading: Consideration of and Action on Ordinance No. 2026-16. An Ordinance of the City Council of the City of Tomball, Texas, amending Chapter 32 (Peddlers and Solicitors) of the Tomball Code of Ordinances to comply with State preemption of local mobile food vendor regulations; providing a savings clause; providing a severability clause; and providing for an effective date.

10. 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.

L. 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, on the 9th day of June 2026 by 5:00 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: June 15, 2026

Topic:

Quarterly Financial Report for period ending March 31, 2026

Background:

Origination: Finance Director

Recommendation:

Party(ies) responsible for placing this item on agenda: Bragg Farmer, Finance 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: Bragg Farmer 05.03,2026 **Approved by:** _____
Staff Member Date City Manager Date

Quarterly Financial Update

Fiscal Year 2025-2026

Quarter Ending March 31, 2026



FY 2025-2026 Highlights

Sales Tax

- Compared to prior year, sales tax increased by \$140k or 1.5%
- The annual trend for this tax has stabilized and is moving upward.

Property Tax

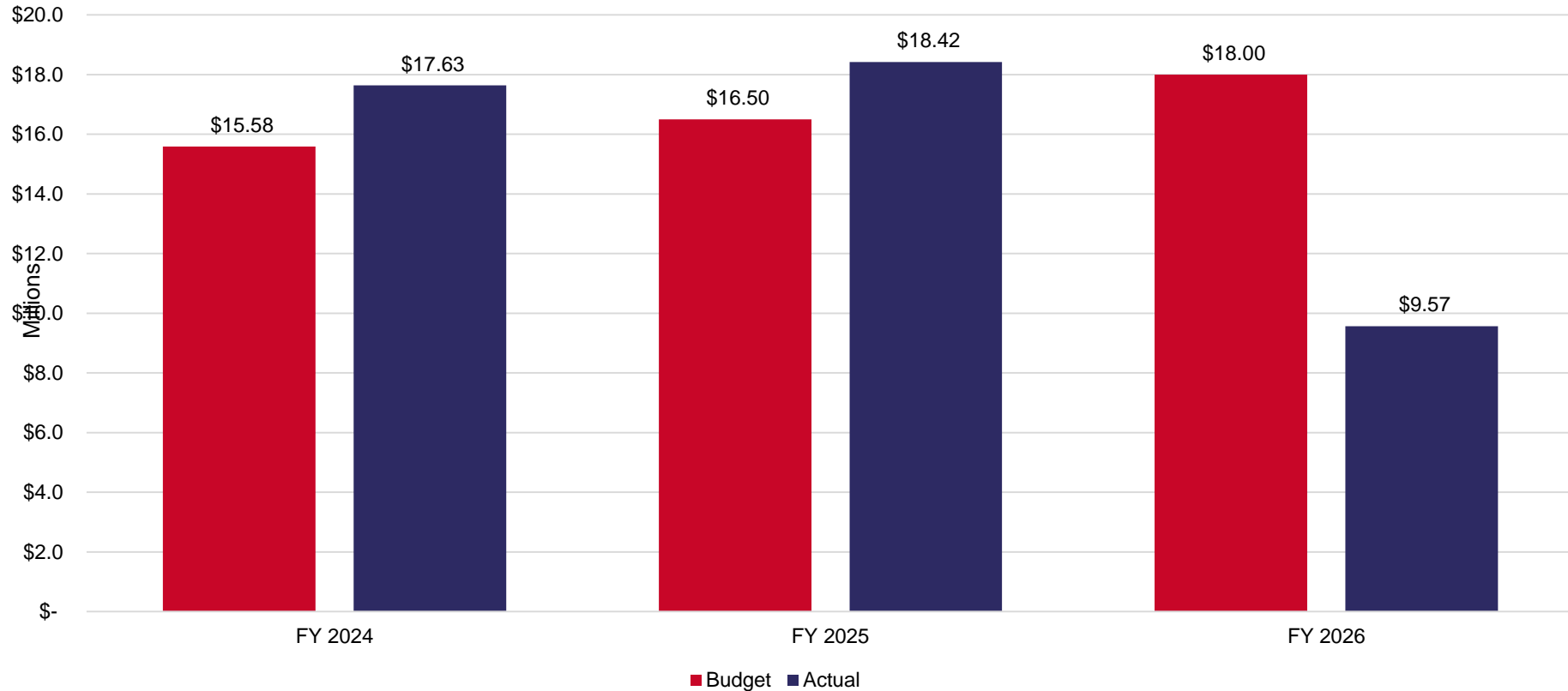
- Collected \$7.226M or 104% of the current year budgeted property tax. TIRZ funds have not been allocated out yet.
- Collections are being made for both I&S and M&O

Expenditures

- General Fund expenditures totaled 43.9% of the annual budget
- Enterprise Fund expenditures totaled 39.4% of the annual budget
- Both funds are short of the March Payroll due to the conversion to Paycom.



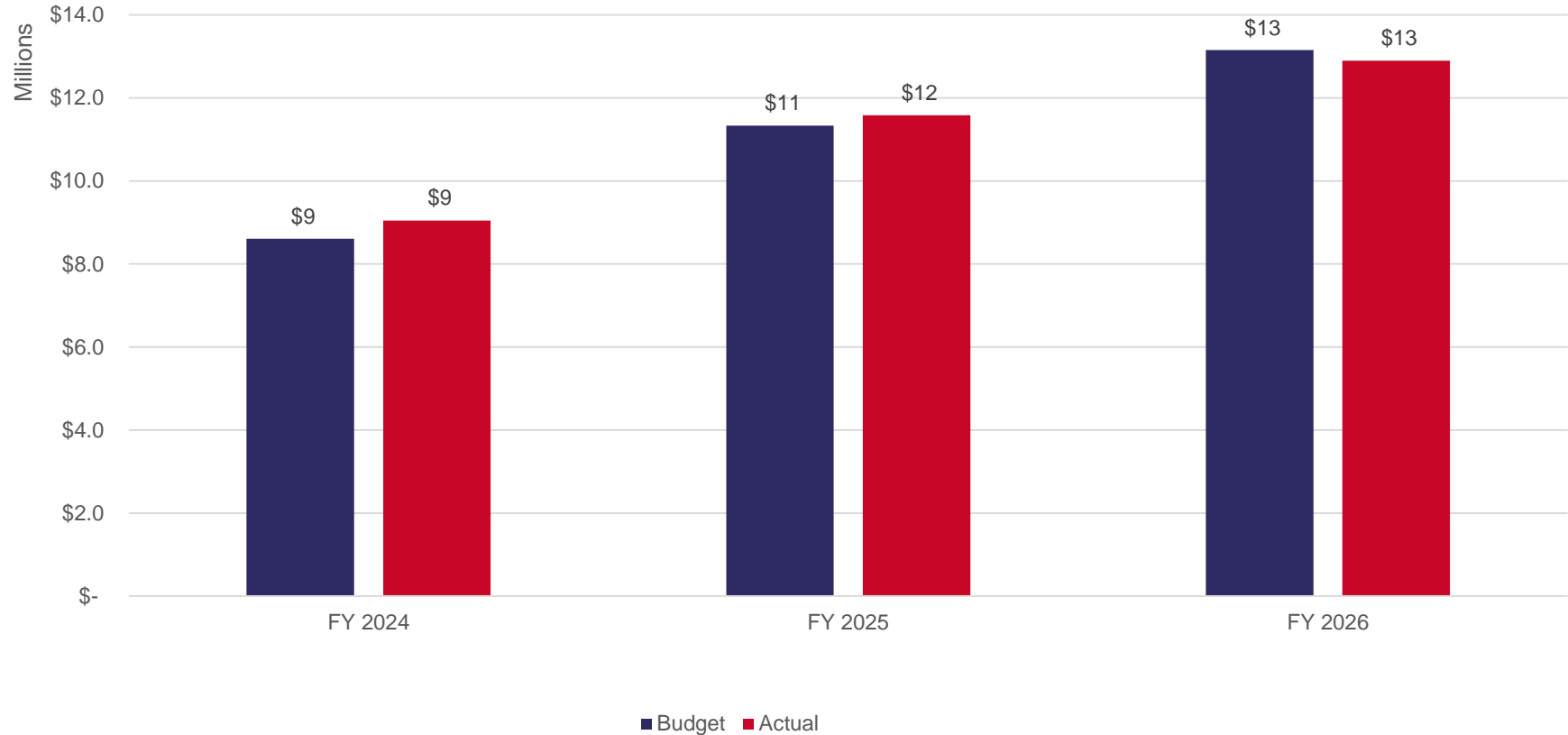
Sales Tax Collections



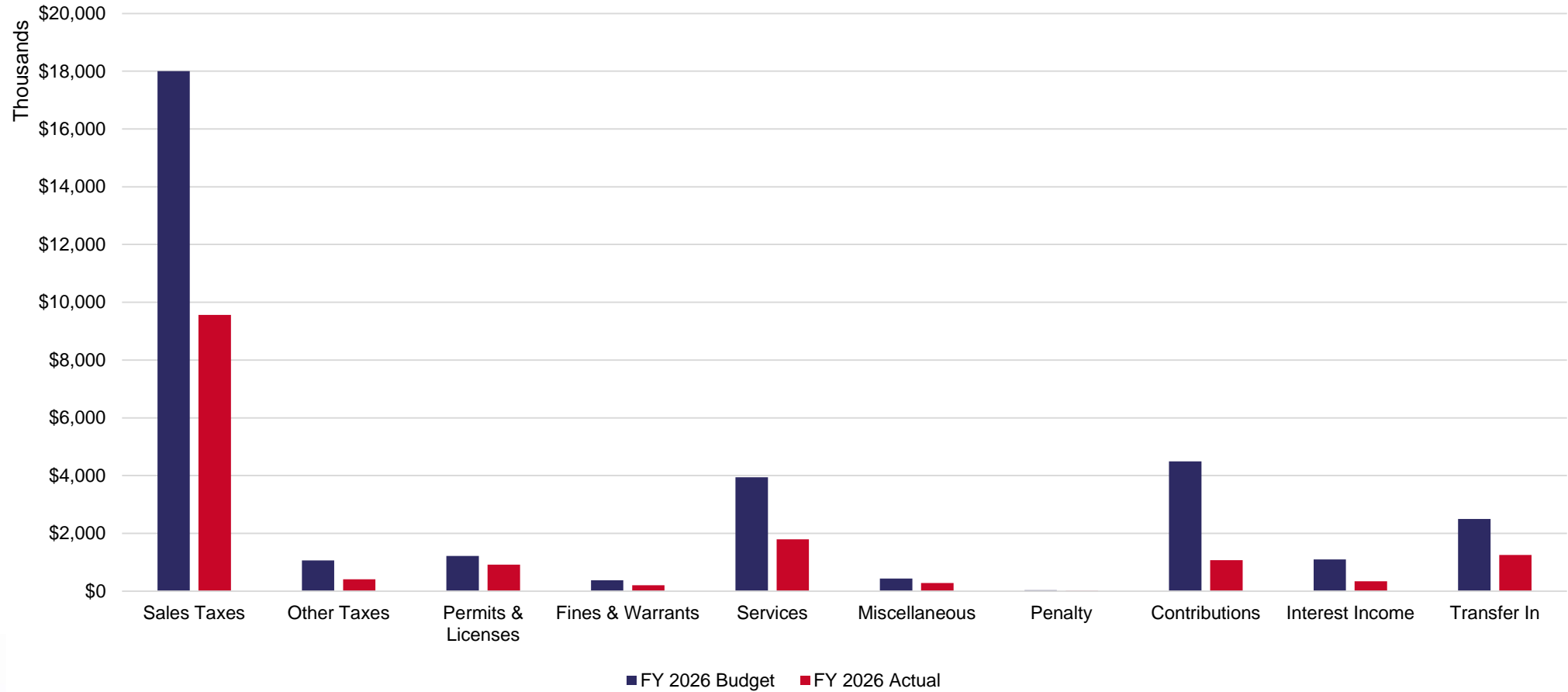
Note: Represents City's portion of sales tax collections



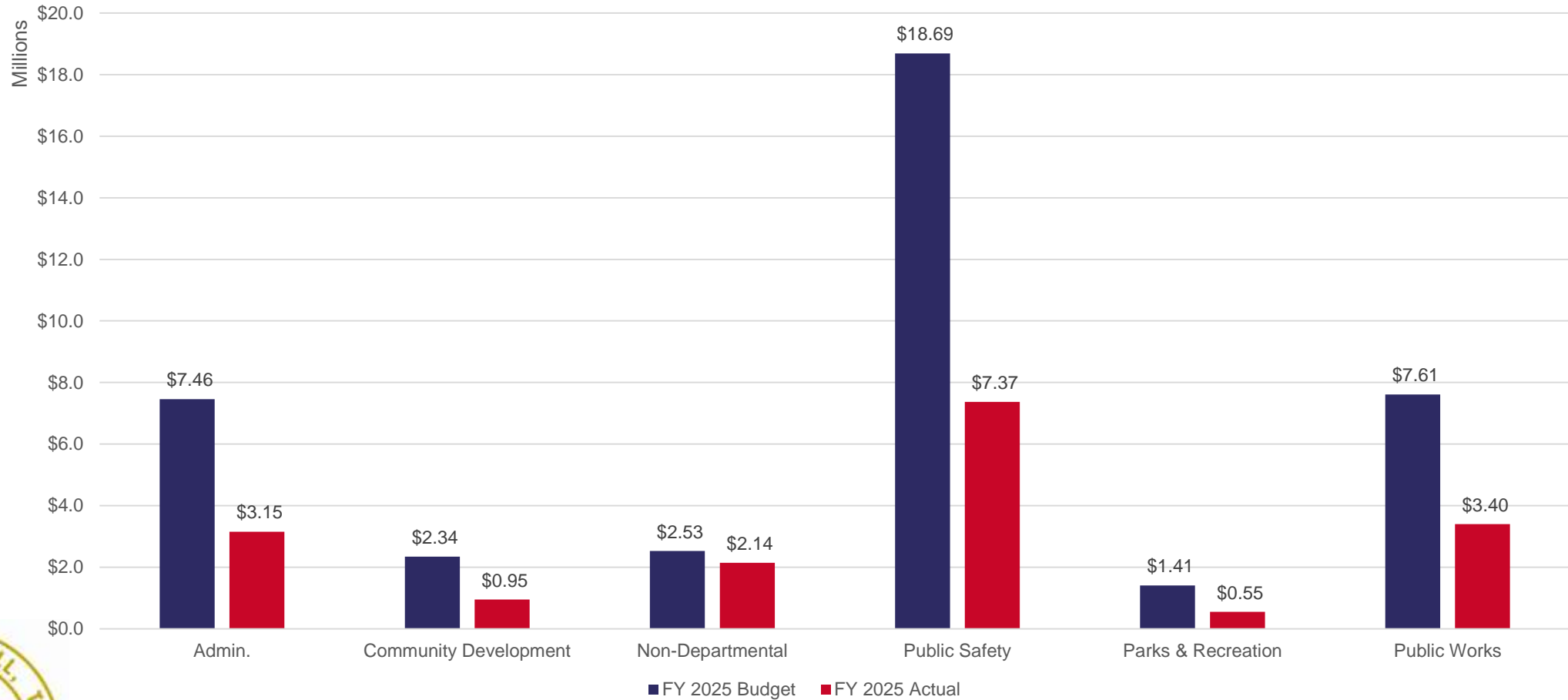
Property Tax Collections



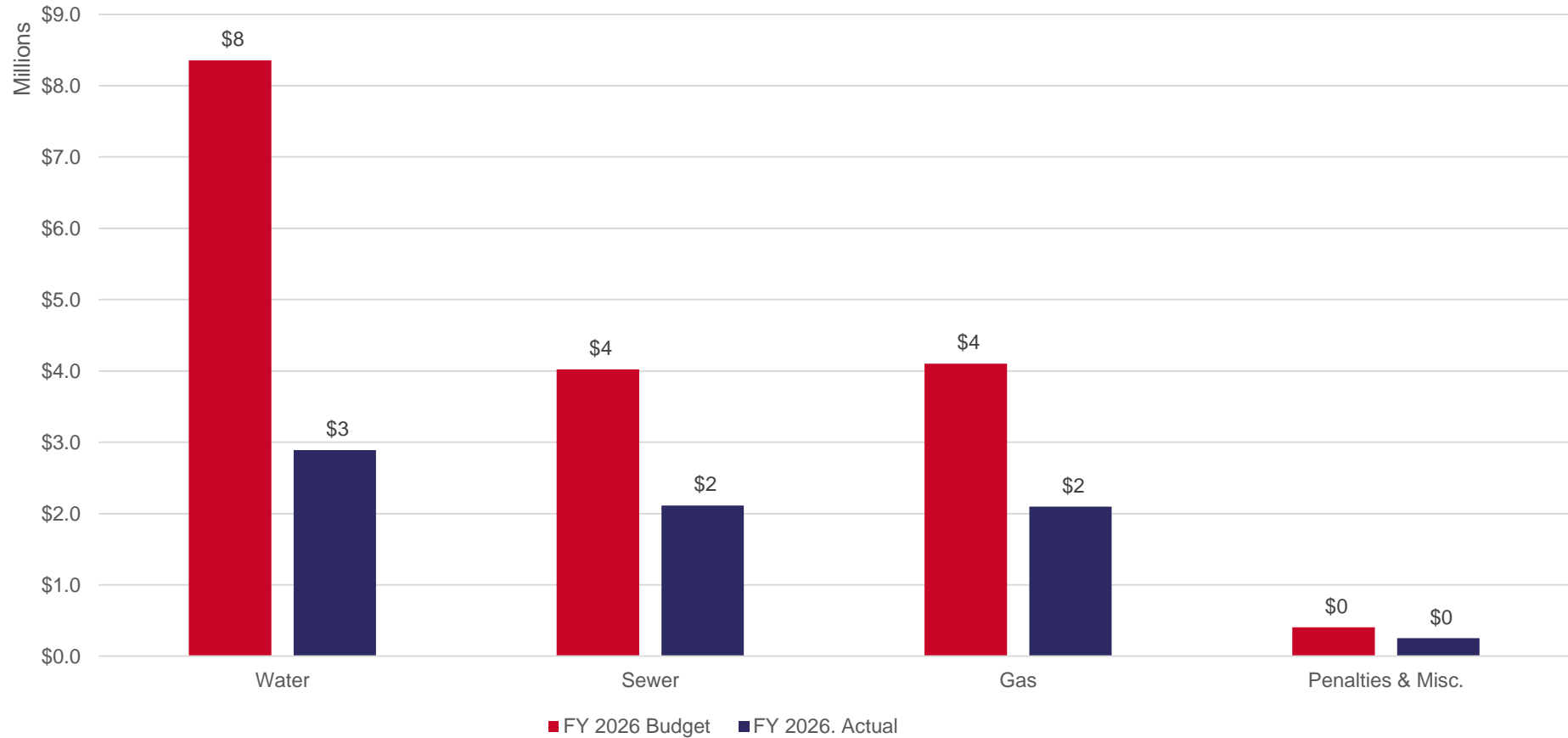
General Fund Other Revenue



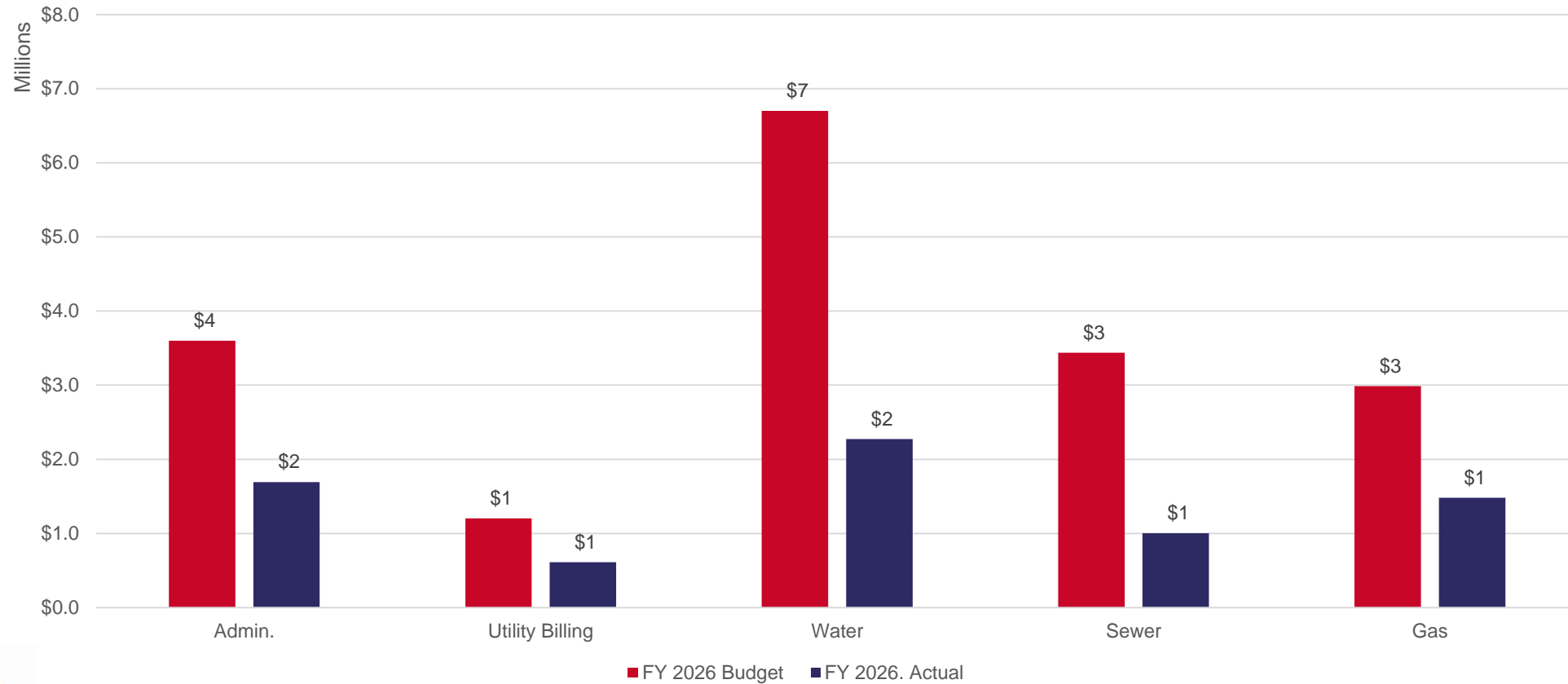
General Fund Expenditures



Enterprise Fund Revenue



Enterprise Fund Expenditures

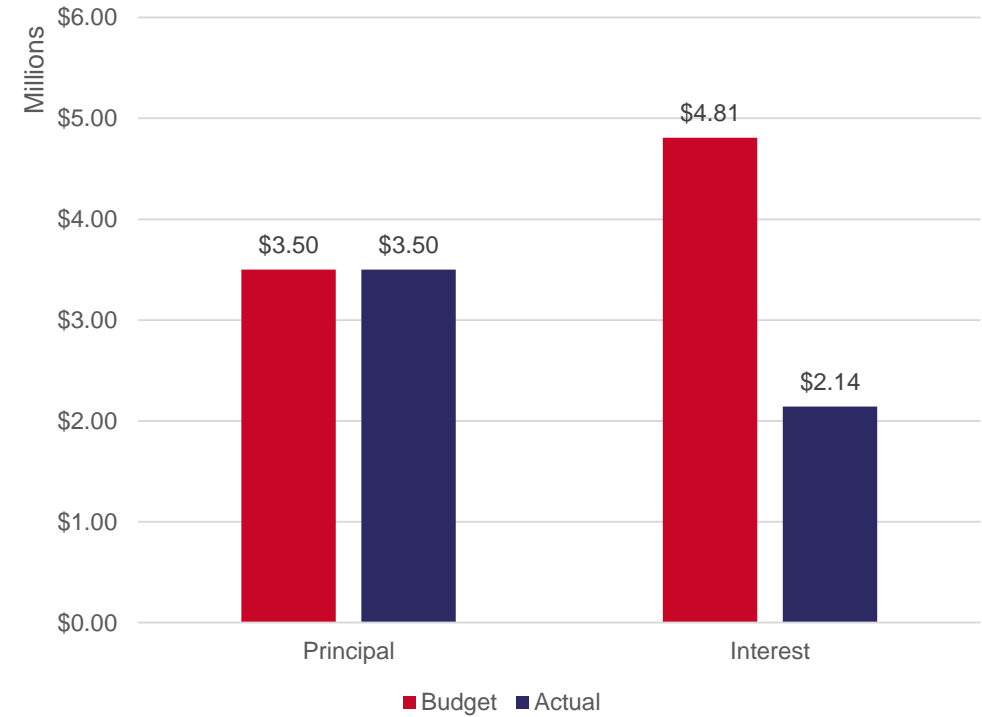


Debt Service Fund

REVENUE



EXPENDITURES



Special Revenue Fund Con't

Youth Diversion Fund	Budget	Actual
Revenue	\$ 15,000	\$ 7,386
Expenses	\$ 2,000	\$ 0



Questions?



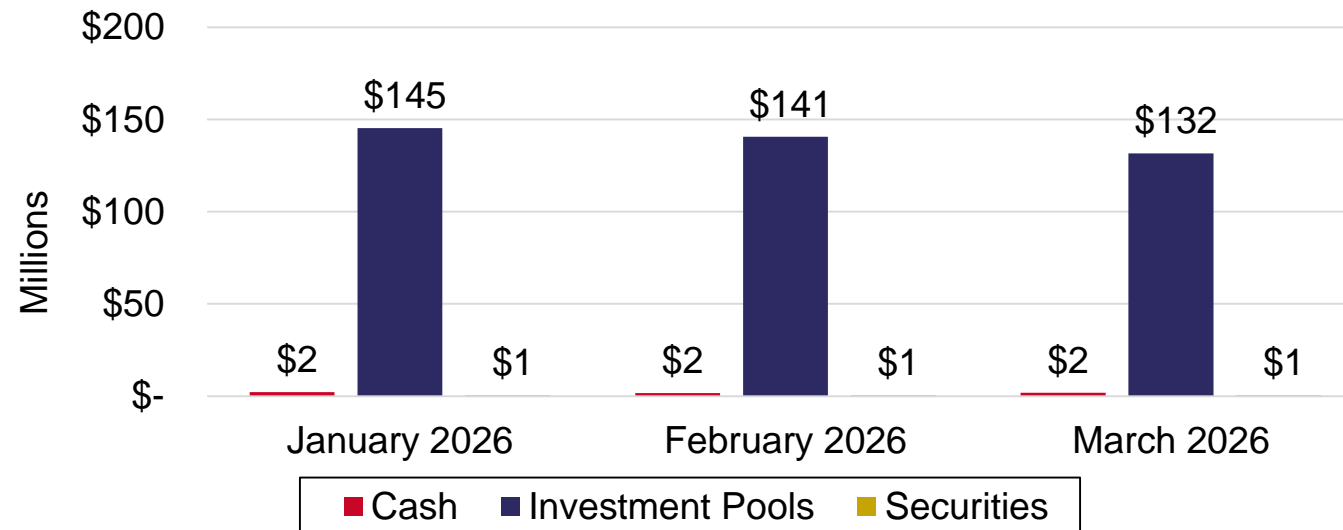
Quarterly Investment Report

Quarter Ending March 31, 2026



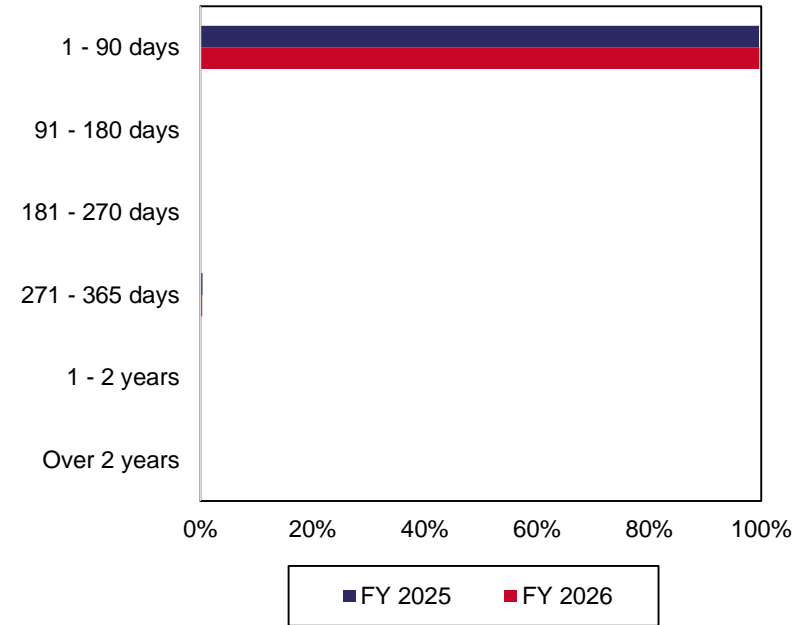
Investment Portfolio Summary

	January 2026	February 2026	March 2026
Cash	\$ 2,219,451	\$ 1,694,543	\$ 1,840,881
Investment Pools	\$145,239,330	\$140,585,487	\$131,664,236
Securities	\$ 500,813	\$ 500,691	\$ 500,188
TOTAL	\$147,959,594	\$142,780,721	\$134,005,305



Maturity Diversification

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 133,505,117	99.6%
91 - 180 days	500,188	0.0%
181 - 270 days	-	0.0%
271 - 365 days	-	0.4%
1 - 2 years	-	0.0%
Over 2 years	-	0.0%
TOTAL PORTFOLIO	\$ 134,005,305	



Questions?



City Council Meeting Agenda Item Data Sheet

Meeting Date: June 1, 2026

Topic:

The Tomball City Council and City Staff will enter into a Pre-Budget Workshop to consider the Proposed Fiscal Year 2026-2027 Budget.

Background:

Origination: City Manager's Office

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda: Sakura Moten, Assistant 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: Sakura Moten **Approved by:** _____
Staff Member Date City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 15, 2026

Topic:

Presentation of Proclamations

- Men's Mental Health Month
- Alzheimer's Disease and Brain Health Awareness Month

Background:

Origination: Mayor

Recommendation:

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 Council Meeting Agenda Item Data Sheet

Meeting Date: June 15, 2026

Topic:

Upcoming events:

- July 4, 2026 – July 4th Celebration & Street Fest from 6:00 – 9:00 p.m. at Business 249 North of Kroger
- July 10, 2026 – Tomball Kids Club from 8:30 – 10:00 a.m. at Juergens Park
- Saturday, June 20 – Cars, Cops & Coffee from 8 a.m. – noon at Tomball Marketplace (14211 FM 2920)

Background:

Origination: Marketing Department

Recommendation:

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: June 15, 2026

Topic:

Approve Minutes of June 1, 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?

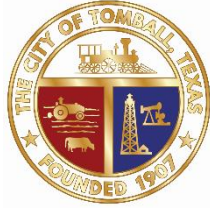
Yes: _____ No: _____ If yes, specify Account Number: # _____

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

Signed _____
Staff Member Date

Approved by _____
City Manager Date

**MINUTES OF CITY COUNCIL WORKSHOP/REGULAR AGENDA
CITY OF TOMBALL, TEXAS**



**Monday, June 01, 2026
5:05 P.M.**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for June 01, 2026, 5:05 PM, at 401 Market Street, Tomball, Texas 77375.

A. Mayor Pro Tem Paul Garcia called the meeting of the City of Tomball Council to order at 5:11 P.M.

PRESENT:

Mayor Pro-Tem, Council 1 Paul Garcia
Council 1 Shelley Michna
Council 3 Dane Dunagin
Council 4 Lisa A. Covington
Council 5 Randy Parr

ABSENT (EXCUSED):

Mayor Lori Klein Quinn

CITY STAFF PRESENT:

City Manager - David Esquivel
Assistant City Manager – Sakura Moten
City Attorney – Joseph Hays
City Secretary – Thomas Harris III
Assistant City Secretary - Shannon Bennett
Community Development Director – Craig Meyers
Fire Chief – Joe Sykora
Assistant Fire Chief – Jeff Cook
Police Captain – Brandon Patin
Police Captain - Shon Davis
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
Director of Human Resources – Kristie Lewis
Director of Marketing & Tourism - Chrislord Templonuevo
Director of I.T. – Ben Lato
Special Project Director - Luisa Taylor
Project Manager - Meagan Mageo

Police Officer – Erin O’Neill

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.]*

- Robert Cliett, Tomball, Texas – requested to be on a future agenda regarding Flock Cameras.

C. General Discussion

1. Capital Improvement Projects and Grants Quarterly update for the period ending March 31, 2026.

Project Manager Meagan Mageo provided a quarterly update for the Capital Improvement Projects and Grants for the period ending March 31, 2026. (Exhibit A)

2. Discussion regarding the Business Improvement Grant program guidelines and criteria.

Executive Director Kelly Violette led the discussion regarding the Business Improvement Grant program guidelines and criteria.

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. For informational purposes only, not for discussion: Zoning Case Z26-06 - Request by Shoppes at Willow Creek, LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tracts “3G & 4B” and “3D-1 & 4A-1”, two tracts containing approximately 14.09 acres of land, situated in the W Hurd Survey, Abstract 377, located west of the southwest intersection of FM 2920 and Telge Road (20715 Telge Road). The applicant is requesting to allow for the properties to be developed for general retail uses.

2. For informational purposes only, not for discussion: Zoning Case CUP26-02 - Request by A K Texas Venture Capital, L.P. to consider a Conditional Use Permit within the General Retail (GR) zoning district to allow for the land use of “Automotive Repair and Service, Major” on Lot 1 of Shops at Tomball Parkway, one lot containing approximately 1.96 acres of land, located north of the northeast intersection of Texas 249 Access Road and Medical Complex Drive. The applicant

is requesting to allow for the property to be developed with a specialized transmission repair shop.

3. Public Works Director Drew Huffman led the workshop discussion - Approve the expenditure with Vortex Services, LLC. for Sanitary Sewer Evaluation Survey (SSES) repairs through the TIPS-USA Cooperative (Contract #23110201) for \$296,923 authorize the expenditure of funds therefor and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2025-2026 budget.

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

Mayor Pro Tem Garcia recessed the meeting at 5:35 p.m. and reconvened it at 6:00 p.m.

F. Invocation led by Kevin Bowles, Redeemer Church

G. Pledges to U.S. and Texas Flags was led by Mayor Pro Tem Paul Garcia

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.]*

- Brandy Beyer, Hockley, Texas addressed the Council regarding Tomball Night.

I. Presentations

1. Presentation of the award Medal of Merit to Tomball Police Department Accreditation Manager Angela Fagg.

Captain Brandon Patin presented the Medal of Merit award to Angela Fagg.

J. Reports and Announcements

1. Announcements

I. Upcoming events:

- June 11, 2026 – Kaffeeklatsch from 8:30 – 10:00 a.m. at Tomball Community Center – “Drowning Chain of Survival”
- June 12, 2026 – Kids Club from 10:00 a.m. – noon at Depot Plaza

- July 4, 2026 – July 4th Celebration & Street Fest from 6:00 – 9:00 p.m. at Business 249 North of Kroger.
2. Reports by City staff and members of council about items of community interest on which no action will be taken: None
- 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 request from Tomball High School for City Support and In-Kind Services for the annual Tomball High School Homecoming Parade and Pep Rally in downtown Tomball, on Wednesday, September 30, 2026, from 6:15 to 9:30 p.m.
 2. Approve Request from Tomball Praise Together for City Support and In-Kind Services for the Tomball Praise Together event in downtown Tomball on Sunday, October 25, 2026, from 2:00 - 6:00 p.m.
 3. Approve an agreement with McCarthy Building Companies, Inc. for on-call electrical and mechanical services for an annual contract amount not-to-exceed \$600,000 (RFP No. 2026-09), 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 2025-2026 Capital Improvement and Enterprise Fund budget.
 4. Approve request for Cancer Kiss My Cooley for City Support and In-Kind Services for the Cancer Kiss My Cooley 5k and Superhero Dash near Paradigm Brewery in Tomball, on Saturday, October 24, 2026, from 9:00 – 11:00 a.m. The estimated In-Kind Services direct cost is \$1,840.
 5. Approve Minutes of May 18, 2026, Workshop/Regular City Council meeting and May 12, 2026, Joint City Council and Tomball Economic Development Corporation meeting.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr to approve New Business Consent Agenda.

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

Motion carried unanimously.

L. Old Business

1. Consideration of and action on the second reading of Ordinance No. 2026-04, amending Chapter 42 of the Code of Ordinances of the City of Tomball, Texas regarding the City's Tourism Advisory Committee; providing for severability; and providing an effective date.

Motion made by Council 5 Parr, Seconded by Council 1 Michna to adopt Ordinance No. 2026-04.

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

Motion carried unanimously.

M. New Business

1. Conduct the first Public Hearing to consider annexation proceedings to enlarge and extend the boundary limits of said city limits on a 120-foot-wide portion of FM 2920 Road, being a Texas Department of Transportation (TxDOT) right-of-way, generally located in the Extraterritorial Jurisdiction (ETJ) of the City of Tomball, Texas.

Mayor Pro Tem Garcia opened the Public Hearing at 6:15 p.m.

Mayor Pro Tem Garcia closed the Public Hearing at 6:15 p.m.

2. Approve supporting the Tomball Community Family Fun Day to be held at the Depot in the City of Tomball from 10:00 a.m. to 3:00 p.m. on Saturday, October 24, 2026.

Motion made by Council 3 Dunagin, Seconded by Council 1 Michna to approve supporting the Tomball Community Family Fun Day.

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

Motion carried unanimously.

3. Review of and Discussion on Ordinance No. 2026-16. An Ordinance of the City Council of the City of Tomball, Texas, amending Chapter 32 (Peddlers and Solicitors) of the Tomball Code of Ordinances to comply with State preemption of local mobile food vendor regulations; providing a savings clause; providing a severability clause; and providing for an effective date.

Olson and Olson Attorney Joseph Hayes led a discussion regarding the Tomball Code of Ordinances to comply with the State preemption of local mobile food vendor regulations. No action taken. (Exhibit B)

4. Approve the expenditure with Vortex Services, LLC. for Sanitary Sewer Evaluation Survey (SSES) repairs through the TIPS-USA Cooperative (Contract #23110201) for \$296,923 authorize the expenditure of funds therefor and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2025-2026 budget.

Motion made by Council 1 Michna, Seconded by Council 3 Dunagin to approve the expenditure with Vortex Services, LLC.

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

Motion carried unanimously.

5. Consideration and discussion regarding future appointment/reappointment to the Board of Adjustments.

Ellen Warren, Lisa Daniels, Christine Roquemore, and Sandra Kay Glasscock introduced themselves to the Council for consideration for appointment to the Board of Adjustment. Appointments will be made at the June 15, 2026 meeting.

6. Consideration and discussion regarding future appointment/reappointment to the Planning and Zoning Commission.

Susan Harris, Tana Ross and Sandra Kay Glasscock introduced themselves to the Council for consideration for the appointment to the Planning and Zoning Commission. Appointment will be made at the June 15, 2026 meeting.

7. 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. 551-074- Personnel Matters – Community Development Director.
- Executive Session Started: 6:43 P.M.
- Executive Session Ended: 8:12 P.M.

N. Adjournment

Mayor Pro Tem Paul Garcia adjourned the meeting at 8:12 P.M.

PASSED AND APPROVED on this 15th day of June 2026.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 15, 2026

Topic:

Consideration of and action on Resolution No. 2026-28 to approve the request from Greater Tomball Area Chamber of Commerce for City Support for Street Closures and In-Kind Services for the 61st annual Tomball Holiday Parade on Market St and around downtown Tomball, on Saturday, November 21, 2026.

Background:

The Greater Tomball Area Chamber of Commerce requests the support and endorsement of the City of Tomball for the Chamber's 61st annual Tomball Holiday Parade, to be held in Tomball on Saturday, November 21, 2026.

To insure the safety of the many visitors and Parade participants who will be in Tomball on November 21, they are requesting 35 police officers to assist with street closures on the following streets on Saturday morning only from 7:00 a.m. until noon:

- North Elm between Main Street and Hufsmith Rd.
- North Walnut between Main Street and Epps
- 100 & 200 block of Commerce
- 100 & 200 block of Houston
- 100 & 200 block of Oxford
- South Elm between Main Street and Market Street
- South Walnut between Main Street and Fannin
- 100 & 200 block of Market Street
- Parking lot at corner of Main and South Walnut

From 9:15 a.m. until 12:30 p.m.

- FM 2920 from FM 2978 to Business 249

Residents of these streets will still have access to and from their homes. They also appreciate the knowledge and skill of Tomball Fire Rescue and request the use of their Special Event Cart (Brennan 1) and two personnel to staff it. We are also requesting the following Fire Marshal Office:

Permits:

- 105.6.11 Gates and barricades across fire apparatus access roads (\$100.00)

- 105.5.38 Outdoor Assembly Event (\$150.00).

Origination: Greater Tomball Area Chamber of Commerce

Recommendation:

I am in favor of recommending this request for In-Kind Support.

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



May 19, 2026

City of Tomball
Mr. David Esquivel
401 Market Street
Tomball, TX 77375

RE: Tomball Holiday Parade

Dear Mr. Esquivel,

We are anticipating a fabulous Tomball Holiday Parade at 10 a.m. on Saturday, November 21, 2026 with help from our city, police and fire departments, as well as from numerous volunteers. The popular attraction is a Tomball tradition and is celebrating 61 years. We are looking forward again to the expertise of the Tomball Police Department for crowd control and as visual deterrents from any negative activity.

To insure the safety of the many visitors and Parade participants who will be in Tomball on November 21, we are asking 35 police officers to assist with street closures on the following streets on Saturday morning only from 7:00 a.m. until noon:

- North Elm between Main Street and Hufsmith Rd.
- North Walnut between Main Street and Epps
- 100 & 200 block of Commerce
- 100 & 200 block of Houston
- 100 & 200 block of Oxford
- South Elm between Main Street and Market Street
- South Walnut between Main Street and Fannin
- 100 & 200 block of Market Street
- Parking lot at corner of Main and South Walnut

From 9:15 a.m. until 12:30 p.m.

- FM 2920 from FM 2978 to Business 249

Enclosed is a map for your review. Residents of these streets will still have access to and from their homes.

We also appreciate the knowledge and skill of Tomball Fire Rescue and respectfully request the use of their Special Event Cart (Brennan 1) and two firefighters to staff it during the event. In addition, we respectfully request like and kind support services from the City of Tomball, including fifteen (15) Public Works Servicepersons to assist with event setup, maintenance, barricades, sanitation, and teardown activities, as well as twenty-six (26) Police Officers to assist with traffic control, crowd management, public safety, and security throughout the event. The Chamber greatly values the partnership and support provided by City departments, which are instrumental in ensuring a safe and successful Tomball Night for our residents and visitors. We are also requesting the following Fire Marshal Office Permits:

- 105.6.11 Gates and barricades across fire apparatus access roads (\$100.00)
- 105.5.38 Outdoor Assembly Event (\$150.00)

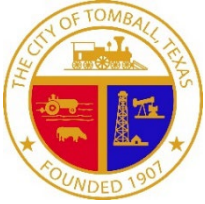
We appreciate the City of Tomball, its special partnership with the chamber and the assistance always offered for our events. Should you have any questions or concerns, please contact Brandy Beyer or myself at 281-351-7222.

Sincerely,



Bruce Hillegeist
President

Encl: Map



SPECIAL EVENT GUIDELINES & APPLICATION

THE CITY OF TOMBALL, TEXAS

Effective Date: 1/1/2023

INTRODUCTION: Any organized activity or event and open to the general public that involves the use of, or having an impact upon, public property, facilities, public parks, sidewalks, or street areas in the city of Tomball require prior approval and must meet certain requirements for consideration.

PROCEDURES: Several procedures and guidelines must be followed before any non-city staged event may take place. Those include, but are not limited to, the following:

1. A completed Special Event application must be submitted to the Tomball Department of Marketing & Tourism at least 180 days prior to any proposed festival or event. Tomball City Council approval is required if the event meets one of the following criteria: sale of alcohol, street closures or contains a request for in-kind donations from the city of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, a detailed site map, a list of planned activities, hours of operation, proposed vendors, food and beverage, entertainment, and any other relevant aspects of the event.
3. If a charity is involved, or is the beneficiary of funds raised, information about the charity needs to be included as a part of the application process, as well as proof of non-profit status. If requesting in-kind services, preference will be given to organizations providing donations to agencies within the city limits of Tomball.
4. A fee equal to the actual cost of city services to host the event will be required of for-profit event planners to be paid no less than ten business days before the event. Non-profit organizations may request city services as an in-kind donation.
5. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest Community Health EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to attend will result in the event being cancelled by the city of Tomball.
6. If approved by the Tomball Events Team, the proposed event will be presented to the city council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
7. Ten days prior to the event, proof of general liability insurance (\$1,000,000 minimum) must be provided by the event organizer naming the city of Tomball as additional insured.
8. Event coordinators must provide their own volunteers or staff; oversee food and beverage permits, vendors, site clean-up and other aspects of staging a festival/special event.
9. Failure to comply with the guidelines listed above will preclude applicant from staging future events.

For additional information, or to submit an event application, please contact:

Chrislord Templonuevo – Director of Marketing & Tourism

401 Market Street

Tomball, Texas 77375

(281) 290-1035 | Email – ctemplonuevo@tomballtx.gov



SPECIAL EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, TX 77375 | (281) 351-5484

An application to stage an event within the city of Tomball shall be filed with the Marketing & Tourism Team at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by the Tomball City Council.

Date: May 19, 2026 Is this event Co-City sponsored? Yes No

Request for permission to use a public venue for the following type of event (please check one):

Festival Community Event Arts & Crafts Event Music Event Other (specify) _____

1. Event title: Tomball Holiday Parade

2. Sponsoring entity: Greater Tomball Area Chamber of Commerce

3. Is this organization based in Tomball: Yes No

4. Is this organization *non-profit* or *for-profit* *Attach 501 (c) (3) tax exemption if applicable

5. Contact: Brandy Beyer Phone: 281.351.7222

6. Contact address: 29201 Quinn Road, Suite B, Tomball, TX 77375

7. Contact email: bbeyer@tomballchamber.org

8. Event date: November 21, 2026

9. Event times: Start 10am Finish Noon Set-up 7am Breakdown Noon

10. Is this event for charity? Yes No

11. If yes, what charity? Greater Tomball Area Chamber of Commer Tax ID 74-1495125

12. If yes, what percentage of net proceeds will be donated to the charity? _____

13. On-site contact: Brandy Beyer Mobile #: 713.594.3449

14. Estimated number of attendees: 40,000

15. Detailed site map in attached: Yes No

16. Is this event open to the public: Yes No

17. Admission fee: \$ _____ Free

18. Time at which event staff will begin to arrive: 6:30am

19. The applicant will defend and hold harmless the city of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses. Initial BB

20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured. Initial BB

21. Name of insurance carrier: The Hartford

22. Are Fireworks included in your event? No Yes (Must submit Fireworks Event Application)

Signature: Brandy Beyer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: TWFG Insurance Services, Denise Davis, 30310 B State Highway 249, Tomball, TX 77375-2189. CONTACT NAME: Denise Davis, PHONE: 832-559-1595, FAX: 832-497-5471, E-MAIL ADDRESS: denise.davis@twfg.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford.

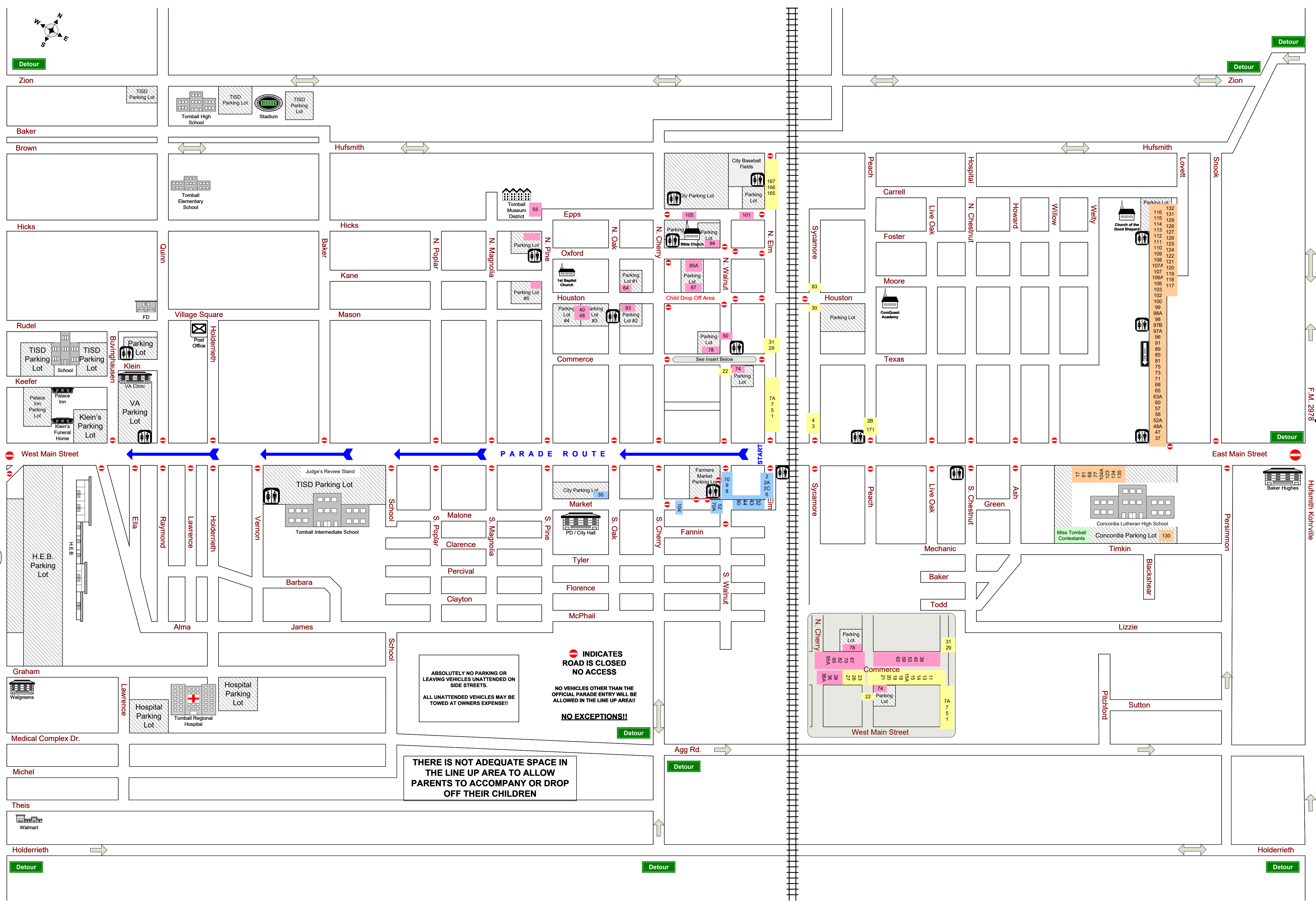
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Commercial Property.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is an additional insured with waiver of subrogation when required by written contract.

CERTIFICATE HOLDER: City of Tomball, 401 Market St, Tomball TX 77375. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Denise Davis



ABSOLUTELY NO PARKING OR LEAVING VEHICLES UNATTENDED ON SIDE STREETS. ALL UNATTENDED VEHICLES MAY BE TOWED AT OWNERS EXPENSE!!

INDICATES ROAD IS CLOSED NO ACCESS

NO VEHICLES OTHER THAN THE OFFICIAL PARADE ENTRY WILL BE ALLOWED IN THE LINE UP AREA!!

NO EXCEPTIONS!!

THERE IS NOT ADEQUATE SPACE IN THE LINE UP AREA TO ALLOW PARENTS TO ACCOMPANY OR DROP OFF THEIR CHILDREN

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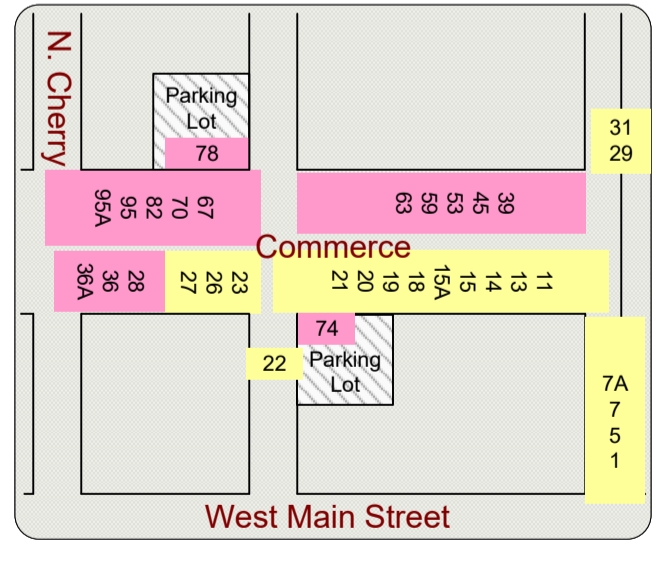
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RESOLUTION NO. 2026-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, SUPPORTING THE 60TH ANNUAL TOMBALL HOLIDAY PARADE, TO BE HELD IN TOMBALL ON SATURDAY, NOVEMBER 21, 2026 TO APPROVE REQUESTED STREET CLOSURES AND IN-KIND SERVICES.

WHEREAS the Greater Tomball Area Chamber of Commerce will undertake the **61st Annual Tomball Holiday Parade**, to be held in the City of Tomball at 10:00 a.m. on Saturday, November 21, 2026; and

WHEREAS the purpose of the **61st Annual Tomball Holiday Parade** is to celebrate our quality of life and to create an avenue for others outside to come to our fair City to enjoy fun, food and good cheer; and

WHEREAS it is a chance for Tomball area merchants and business people to gain a new customer base through monies spent by those attending the **61st Annual Tomball Holiday Parade**; and

WHEREAS activities celebrating the **61st Annual Tomball Holiday Parade** will include the annual parade, food, crafts, and hometown merchants selling from their businesses; and

WHEREAS the Greater Tomball Area Chamber of Commerce desires and requests the support and endorsement of the City of Tomball in this community-wide effort;

NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body endorses and supports the efforts of the Greater Tomball Area Chamber of Commerce in promoting and undertaking the **61st Annual Tomball Holiday Parade**, and pledge to encourage this effort to celebrate our heritage and promote our future betterment.

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 15th DAY OF June 2026.

LORI KLEIN QUINN, Mayor

ATTEST:

THOMAS HARRIS III
City Secretary



SPECIAL EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, TX 77375 | 281-351-5484

An application to stage an event within the city of Tomball shall be filed with the Marketing & Tourism Team at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by the Tomball City Council.

Date: June 5, 2026 Is this event Co-City sponsored? Yes No

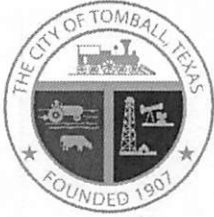
Request for permission to use a public venue for the following type of event (please check one):

Festival Community Event Arts & Crafts Event Music Event Other (specify) Event for Tomball H.S.

1. Event title: Senior Picnic for Tomball High School
2. Sponsoring entity: Tomball High School + THS Senior Parent Org.
3. Is this organization based in Tomball: Yes No
4. Is this organization *non-profit* or *for-profit* *Attach 501 (c) (3) tax exemption if applicable
5. Contact: Mark Vierkant Phone: 281-357-3220 ext 2215
6. Contact address: 30330 Quinn Rd, Tomball 77375 (THS)
7. Contact email: markvierkant@tomballisd.net
8. Event date: 10/7/26
9. Event times: Start 8:45am Finish 2:00pm Set-up 7:00am Breakdown 3:00pm
10. Is this event for charity? Yes No
11. If yes, what charity? — Tax ID —
12. If yes, what percentage of net proceeds will be donated to the charity? —
13. On-site contact: Mark Vierkant Mobile #: 281-433-6699
14. Estimated number of attendees: 800
15. Detailed site map in attached: Yes No
16. Is this event open to the public: Yes No
17. Admission fee: \$ — Free
18. Time at which event staff will begin to arrive: 7:00 am
19. The applicant will defend and hold harmless the city of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses. Initial MBSV
20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured. Initial MBSV
21. Name of insurance carrier: TASB Risk Management Fund
22. Are Fireworks included in your event? No Yes (Must submit Fireworks Event Application)

Signature: [Handwritten Signature]

FOR OFFICIAL USE - Fee required: Yes No Amount Due: \$ —



SPECIAL EVENT GUIDELINES & APPLICATION

THE CITY OF TOMBALL, TEXAS

Effective Date: 1/1/2023

INTRODUCTION: Any organized activity or event and open to the general public that involves the use of, or having an impact upon, public property, facilities, public parks, sidewalks, or street areas in the city of Tomball require prior approval and must meet certain requirements for consideration.

PROCEDURES: Several procedures and guidelines must be followed before any non-city staged event may take place. Those include, but are not limited to, the following:

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2. A written proposal must accompany the application. The proposal should include the overall event concept, a detailed site map, a list of planned activities, hours of operation, proposed vendors, food and beverage, entertainment, and any other relevant aspects of the event.
3. If a charity is involved, or is the beneficiary of funds raised, information about the charity needs to be included as a part of the application process, as well as proof of non-profit status. If requesting in-kind services, preference will be given to organizations providing donations to agencies within the city limits of Tomball.
4. A fee equal to the actual cost of city services to host the event will be required of for-profit event planners to be paid no less than ten business days before the event. Non-profit organizations may request city services as an in-kind donation.
5. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest Community Health EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to attend will result in the event being cancelled by the city of Tomball.
6. If approved by the Tomball Events Team, the proposed event will be presented to the city council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
7. Ten days prior to the event, proof of general liability insurance (\$1,000,000 minimum) must be provided by the event organizer naming the city of Tomball as additional insured.
8. Event coordinators must provide their own volunteers or staff; oversee food and beverage permits, vendors, site clean-up and other aspects of staging a festival/special event.
9. Failure to comply with the guidelines listed above will preclude applicant from staging future events.

For additional information, or to submit an event application, please contact:

Chrislord Templonuevo – Director of Marketing & Tourism

401 Market Street

Tomball, Texas 77375

281-290-1035 | Email – ctemplonuevo@tomballtx.gov

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 15, 2026

Topic:

Approve request from Tomball High School Senior Picnic for City Support and In-Kind Services at Juergens Park and Matheson Park, on Wednesday, October 7, 2026, from 8:45 a.m. to 2:00 p.m.

Background:

Tomball High School and Tomball High School Senior Parent Organization host this traditional annual event to bring outgoing seniors together. Parents organize the event and coordinate tournaments and games using City facilities. Lunch is prepared and served by parents at the Pavilion. There will be Harris County Precinct 4 SRO's on site.

Origination: Tomball High School Senior Picnic starts at 8:45 a.m. and finishes at 2 p.m. Setup will begin at 7 a.m. and breakdown will begin at 3 p.m. There will be an estimated 800 people at the event locations, Juergens Park and Matheson Park.

Recommendation:

To help with the efficiency of the event, I recommend approving their request of in-kind services: Public Works and coordination.

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 _____
Staff Member Date

Approved by _____
City Manager Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 15, 2026

Topic:

Conduct the second Public Hearing to consider annexation proceedings to enlarge and extend the boundary limits of said city limits on a 120-foot-wide portion of FM 2920 Road, being a Texas Department of Transportation (TxDOT) right-of-way, along the length of the property footage beginning at the current city limits near Telge Road and a 20' wide access easement extending west to Krahn Lane for an approximate length of 2,960 feet (0.56 miles), and consideration to approve Ordinance No. 2026-10 approving the Municipal Annexation.

Background:

On April 1, 2026, the City of Tomball, Texas sent notice of Municipal Annexation via email to TxDOT ROW Operations within 61 days as required by Texas Local Government Code (LGC) Section 43.1056.

The purpose of this annexation is to create a contiguous municipal corporate boundary of the City to approve an annexation request of 12.0527 acres of land in the William Hurd Survey, Abstract Number 377, John H. Edwards Survey, Abstract Number 20, Harris County, Shoppes at Willow Creek Parcel through Municipal Annexation of a:

120-foot-wide portion of FM 2920 Road, being a Texas Department of Transportation (TxDOT) right-of-way, along the length of property footage beginning at the current city limits near Telge Road extending west to Krahn Lane for an approximate length of 2,960 feet (0.56 miles)

This is the second Public Hearing required by the Texas Local Government Code to receive comments regarding the annexation of FM 2920 Road right-of-way. The first required Public Hearing was conducted on June 1, 2026 at the Regular City Council meeting.

City Council is to open the second Public Hearing, receive any comments, close the Public Hearing, and take final action on the Municipal Annexation that includes the legal description, vicinity map, and service plan through adoption of Ordinance Number 2026-10.

Origination: City Secretary

Recommendation:

Conduct the Public Hearing for Municipal Annexation of TxDOT right-of-way and approve Ordinance No. 2026-10.

Party(ies) responsible for placing this item on agenda: Thomas Harris III, 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 Thomas Harris, III Approved by _____
Staff Member Date City Manager Date

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS**

MONDAY, JUNE 15, 2026



6:00 P.M.

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Tomball, Texas for 6:00 p.m. on June 15, 2026 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law). The public hearing will be held to consider annexation proceedings to enlarge and extend the boundary limits of said city limits to include the following described territory, to-wit:

120-foot wide portion of FM 2920 Road, being a Texas Department of Transportation (TxDOT) right-of-way, along the length of property frontage beginning at the current city limits near Telge Road extending west to Krahn Lane for an approximate length of 2,960 feet (0.56 miles)

Any member of the public has the right to appear at the Public Hearing and present evidence for or against the update. All written or oral objections relating to this matter will be considered at the public hearing.

CERTIFICATION

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, on the 3rd day of June 2026 by 5:00 p.m., and remained posted for at least three business days preceding the scheduled time of said meetings.

Thomas Harris III
Thomas Harris III
City Secretary, TRMC

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 feel free to contact the City Secretary's office at (281) 290-1002 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.

ORDINANCE NO. 2026-10

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS ANNEXING A PORTION OF FM 2920 ROAD BEING A 120-FOOT-WIDE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) RIGHT-OF-WAY BETWEEN TELEGE ROAD AND A 20' WIDE ACCESS EASEMENT OF RECORD IN HARRIS COUNTY CLERK'S FILE NUMBER E658958, ALONG THE FRONTAGE OF PROPERTY KNOWN AS SHOPPES AT WILLOWCREEK LLC CONSISTING OF 14.0945 ACRES FOR ALL MUNICIPAL PURPOSES; APPROVING A SERVICE PLAN FOR THE TERRITORY; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”) is a home-rule municipality located in Harris County, created in accordance with all the powers granted to cities by the Constitution and Laws of the State of Texas; and

WHEREAS, the City of Tomball, Texas on April 1, 2026, provided a written notice of municipal annexation to the owner of the right-of-way, TxDOT, not later than the 61st day before the date of the proposed annexation according to Texas Local Government Code (LGC) Sec. 43.1056; and

WHEREAS, an 120 foot wide portion of FM 2920 Road right-of-way abutting the city limits along the length of property frontage known as Shoppes at Willowcreek Property, H.C.C.F. File Number E658958, consisting of 14.0945 acres; and

WHEREAS, the city desires to annex a portion of the right-of-way of FM 2920 as depicted on the attached Exhibit A; and

WHEREAS, public notices were published on May 20, 2026 and June 3, 2026, in the Tomball Potpourri; and,

WHEREAS, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, public hearings on the proposed annexation were held before the Tomball City Council on June 1, 2026 and June 15, 2026; and

WHEREAS, the City has prepared a service plan, setting forth municipal services and a schedule for providing services to the annexed property, which is attached to this ordinance; and

WHEREAS, all requirements of law have been met to require this annexation in compliance with Chapter 43 of the Texas Local Government Code;

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

SECTION 1.

That the following described territory is hereby annexed into the City of Tomball, Texas, and the boundary limits of the City are extended to include the Territory within the City limits, and the owners within the Territory shall be entitled to all rights and privileges of the City.

The entire right-of-way 120 feet wide of Farm to Market 2920 Road, starting at the **POINT OF BEGINNING** at the northwest corner of the remainder of a called 114.9706 acre tract of record in the name of Festival Properties, Inc., & Silvesti Investments of Florida, Inc., in H.C.C.F. Number RP-2020-302036, being on the east line of aforesaid 20' wide access easement and the south right-of-way (R.O.W.) line of aforesaid Farm to Market 2920, and as more fully described on the attached Exhibit "A";

THENCE, through and across aforesaid Farm to Market 2920, North 01 Degrees 51 Minutes 07 Seconds West, a distance of 120.00 feet to the northwest corner of the herein described tract, being on the north R.O.W. line of aforesaid Farm to Market 2920 and being on the south line of a called 3.592 acre tract of record in the name of Harry F. Pang in H.C.C.F. Number J044871;

THENCE, coincident the north R.O.W. line of aforesaid Farm to Market 2920 the following two (2) courses:

1. North 87 Degrees 59 Minutes 32 Seconds East, a distance of 2,499.72 feet to the beginning of a curve to the left;
2. Coincident aforesaid curve to the left, an arc length of 441.56 feet, having a radius of 1,372.40 feet, a central angle of 18 Degrees 26 Minutes 04 Seconds and a chord bearing North 81 Degrees 23 Minutes 18 Seconds East, a distance of 439.65 feet to the northeast corner of the herein described tract, being on the North R.O.W. line of aforesaid Farm to Market 2920 and west R.O.W. line of Telge Road (width varies)

THENCE, though and across aforesaid Farm to Market 2920, South 02 Degrees 23 Minutes 39 Seconds East, a distance of 146.30 feet to the southeast corner of the herein described tract, being on the south R.O.W. line of said Farm to Market 2920 and within the existing R.O.W. of aforesaid Telge Road;

THENCE, coincident the south R.O.W. line of aforesaid Farm to Market 2920 the following three (3) courses:

1. South 88 Degrees 05 Minutes 34 Seconds West, a distance of 98.52 feet to a 5/8 inch iron rod with “Frontier” cap found for the beginning of a curve to the right, being on the north line of Restricted Reserve “a”, Block 1 in Jack in the Box #3980, a subdivision duly of record in Film Code Number 568095, H.C.M.R., Texas;
2. Coincident aforesaid curve to the right, an arc length of 343.51 feet, having a radius of 1,492.40 feet, a central angle of 13 Degrees 11 Minutes 17 Seconds and a chord bearing of South 83 Degrees 54 Minutes 15 Seconds West, a distance of 342.75 feet to a 3/4 inch iron rod found, being on the north line of a called 8.053 acre tract of record in the name of Shoppes at Willowcreek LLC in H.C.C.F. Number RF-2024-432934;
3. South 87 Degrees 59 Minutes 32 Seconds West, a distance of 2,497.37 feet to the **POINT OF BEGINNING** and containing 8.1270 acres (354,013 square feet) of land. This tract is not staked.

SECTION 2.

That the Annexation Service Plan is approved by the City Council and adopted and is attached as Exhibit “B” which is incorporated in this Ordinance for all purposes.

SECTION 3.

The official map and boundaries of the City are amended to include the territory as a part of the City. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the city to add the territory annexed as required by law.

SECTION 4.

The City Secretary is directed to file a certified copy of this Ordinance in the office of the County Clerk of Harris County, Texas, and with any other government agency required by law.

SECTION 5.

This Ordinance shall be cumulative of all provisions of ordinances of the City of Tomball, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinance, in which event the conflicting provisions of such ordinances are repealed.

SECTION 6.

Should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or effectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

SECTION 7.

That this ordinance shall go into effect immediately upon its adoption and approval by City Council.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE _____ DAY OF _____ 2026.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE _____ DAY OF _____ 2026.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

Lori Klein Quinn, Mayor
City of Tomball

ATTEST:

Thomas Harris III, City Secretary

APPENDIX A

**FM 2920 (120 FEET WIDE)
METES AND BOUNDS DESCRIPTION
8.1270 ACRES (354,013 SQUARE FEET)
WILLIAM HURD SURVEY, ABSTRACT NUMBER 377
JOHN H. EDWARDS SURVEY, ABSTRACT NUMBER 20,
HARRIS COUNTY, TEXAS**

Being a tract or parcel containing 8.1270 acres (354,013 square feet) of land situated in the William Hurd Survey, Abstract Number 377 and in John H. Edwards Survey, Abstract Number 20, Harris County, Texas; being all of Farm to Market 2920 (120 feet wide) between Telge Road (width varies) and a 20' wide Access Easement of record in Harris County Clerk's File (H.C.C.F.) Number E658958; said tract being more particularly described as follows (Bearings described herein are referenced to the Texas Coordinate System, South Central Zone No. 4204 (NAD83):

BEGINNING at the northwest corner of the remainder of a called 114.9706 acre tract of record in the name of Festival Properties, Inc., & Silvestri Investments of Florida, Inc., in H.C.C.F. Number RP-2020-302036, being on the east line of aforesaid 20' wide access easement and the south Right-of-Way (R.O.W.) line of aforesaid Farm to Market 2920;

THENCE, through and across aforesaid Farm to Market 2920, North 01 Degrees 51 Minutes 07 Seconds West, a distance of 120.00 feet to the northwest corner of the herein described tract, being on the north R.O.W. line of aforesaid Farm to Market 2920 and being on the south line of a called 3.592 acre tract of record in the name of Harry F. Pang in H.C.C.F. Number J044871;

THENCE, coincident the north R.O.W. line of aforesaid Farm to Market 2920 the following two (2) courses:

1. North 87 Degrees 59 Minutes 32 Seconds East, a distance of 2,499.72 feet to the beginning of a curve to the left;
2. Coincident aforesaid curve to the left, an arc length of 441.56 feet, having a radius of 1,372.40 feet, a central angle of 18 Degrees 26 Minutes 04 Seconds and a chord bearing of North 81 Degrees 23 Minutes 18 Seconds East, a distance of 439.65 feet to the northeast corner of the herein described tract, being on the north R.O.W. line of aforesaid Farm to Market 2920 and the west R.O.W. line of Telge Road (width varies)

THENCE, through and across aforesaid Farm to Market 2920, South 02 Degrees 23 Minutes 39 Seconds East, a distance of 146.30 feet to the southeast corner of the herein described tract, being on the south R.O.W. line of said Farm to Market 2920 and within the existing R.O.W. of aforesaid Telge Road;

THENCE, coincident the south R.O.W. line of aforesaid Farm to Market 2920 the following three (3) courses:

1. South 88 Degrees 05 Minutes 34 Seconds West, a distance of 98.52 feet to a 5/8 inch iron rod with "Frontier" cap found for the beginning of a curve to the right, being on the north line of Restricted Reserve "A", Block 1 in Jack in the Box #3980, a subdivision duly of record in Film Code Number 568095, H.C.M.R., Texas;
2. Coincident aforesaid curve to the right, an arc length of 343.51 feet, having a radius of 1,492.40 feet, a central angle of 13 Degrees 11 Minutes 17 Seconds and a chord bearing of South 83 Degrees 54 Minutes 15 Seconds West, a distance of 342.75 feet to a 3/4 inch iron rod found, being on the north line of a called 8.053 acre tract of record in the name of Shoppes at Willowcreek LLC in H.C.C.F. Number RF 432934;

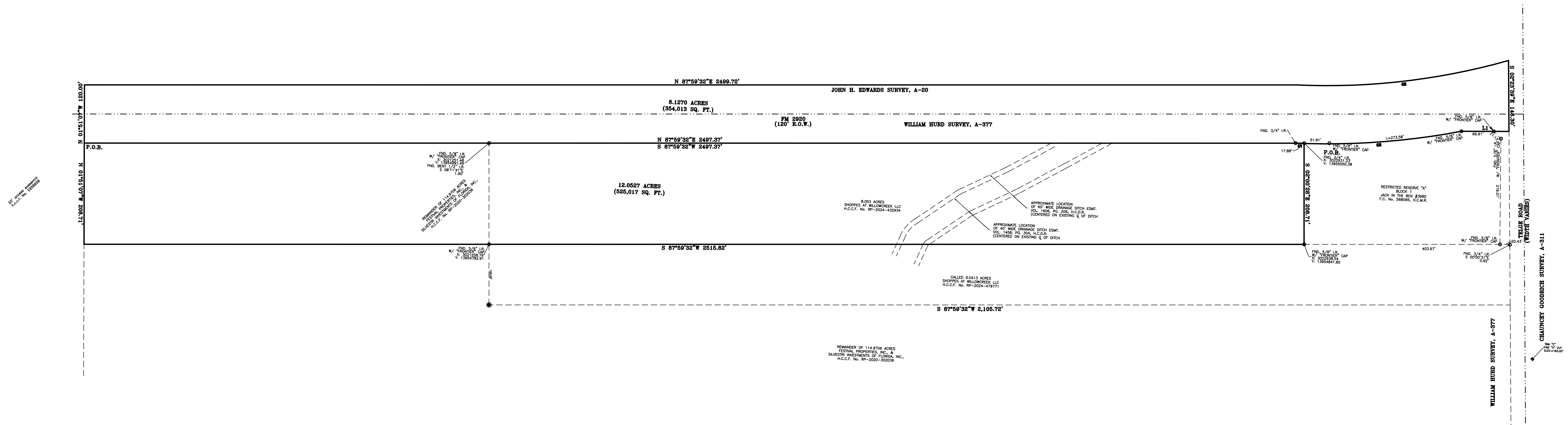


8118 FRY ROAD, SUITE 402
CYPRESS, TEXAS 77433
281.213.2517
www.dvjlandsurveying.com
TX ENGINEERING FIRM NO. F-22322
TX SURVEYING FIRM NO. 10194609

1. South 87 Degrees 59 Minutes 32 Seconds West, a distance of 2,497.37 feet to the **POINT OF BEGINNING** and containing 8.1270 acres (354,013 square feet) of land. This tract is not staked.

Compiled by: Chris Garcia, RPLS
Checked by: Daniel Villa, Jr., RPLS, PE
DVJ Group
8118 Fry Road, Ste. 402
Cypress, Texas 77433
March 25, 2026
Project Number 24-0303

APPENDIX B



**ANNEXATION SERVICE PLAN
FOR A PORTION OF FM 2920 ROAD RIGHT-OF-WAY**

For an approximate 0.15 acres of land, being a 120-foot-wide portion of FM 2920 Road, being a Texas Department of Transportation (TxDOT) right-of-way, along the length of property frontage between Telge Road (width varies) and a 20' Wide Access Easement of record in Harris County Clerk's File (H.C.C.F.) Number E658958, extending from Festival Properties, Inc., & Silvestri Investments of Florida, Inc., in H.C.C.F. Number RF-2020-302036 west a distance of 342.75 feet to a 3/4 inch iron rod of a called 8.053 acre tract of record in the name of Shoppes at Willowcreek LLC in H.C.C.F. Number RP-2024-432934, as described in Appendix A and depicted in Appendix B herein according to Local Government Code; Sec. 43.065. Provision of Services to Annexed Area.

1. Upon the effective date of annexation, the City will provide the following services to the newly annexed area:

a. Police Protection

The City will provide police services. The newly annexed area will be provided with the same or similar level of police service now being provided to other areas of the City with similar topography, land use, and population density.

b. Fire Protection and Emergency Medical Service

The City will provide fire protection and first response services to the newly annexed area at the same or similar level of service now being provided to other areas of the City with similar topography, land use, and population density. Emergency Medical Services are provided by Harris County Emergency Services District No. 3.

c. Solid Waste Collection

Although not contemplated to be applicable to this annexation, which is limited to existing road right-of-way, but in accordance with Texas Local Government Code Section 43.065(b), the City is not required to provide solid waste collection services to a person who continues to use the services of a privately owned solid waste management service provider and will not, for a period of two (2) years following the annexation effective date, prohibit the collection of solid waste in the area by a privately owned solid waste management service provider is unavailable. In the event of unavailability, the City provides residential and commercial solid waste collection services

within the City for a fee, which will be provided within the annexed area upon request and approved application for property owners.

d. Maintenance of Water, Wastewater and Natural Gas Facilities

Water, wastewater, and natural gas facilities owned or maintained by the City at the time of the proposed annexation shall continue to be maintained by the City. Any water, wastewater, and natural gas facilities acquired subsequent to the annexation of the proposed area shall be maintained by the City to the extent of its ownership. It is the intent of the City to maintain all City-owned water and wastewater facilities in the annexed area. Facilities owned and operated by other entities, if any, will continue to be maintained by other entities.

e. Maintenance of Roads and Streets

Roads, streets, or alleyways that have been dedicated to the City or which are owned or are acquired by the City shall be maintained to the same degree and extent that other roads, streets, and alleyways are maintained in areas with similar topography, land use, and population density. Lighting of roads, streets, and alleyways that may be positioned in a right-of-way, roadway, or utility company easement shall be maintained by the applicable utility company servicing the City pursuant to the rules, regulations, and fees of the utility.

f. Maintenance of Parks, Playground and Swimming Pools

Not applicable to the annexation of road right-of-way.

g. Maintenance of Publicly Owned Facility, Building, or Municipal Service

Outside of existing water, sewer and road/street facilities within the annexation area, the City Council is not aware of the existence of any other publicly owned facility or building now located in or serving the area proposed for annexation. If other publicly owned facilities, buildings, or municipal services do exist, the City will maintain the facilities and services to the same extent and degree that it maintains similar facilities and services in other similar areas of the City.

h. Other Public Easements or Facilities

Other public easements or facilities, including drainage facilities, such as drainage channels, storm sewers and detention ponds contained within dedicated public easements, not under the ownership and control of another public entity. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed. The City will periodically inspect facilities and perform maintenance on facilities throughout the year. Any unacceptable conditions that exist in the drainage area and are reported to the City between scheduled inspections will be evaluated and resolved as necessary. A maintenance schedule for these areas can be obtained from the Public Works Department.

i. Development Regulation

The City will impose and enforce zoning, subdivision development, site development and building code regulations within the annexed area upon the effective date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the annexed area will be reviewed for compliance with City standards.

j. Other Services

City recreational facilities, including parks and libraries, will be available for use by landowners or residents of the annexed areas on the same basis as those facilities are available to current City landowners and residents. Other City services including Code Enforcement, Municipal Court, and General Administration services will be also available to landowners and residents in the annexed area on the same basis as those facilities are available to current City landowners and residents. All other services contemplated herein will be available upon the effective date of annexation.

2. Program for construction or acquisition of capital improvements necessary for providing municipal services for the area:

a. In General

- i. Capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted Capital Improvement Plan of the City, as amended, which are incorporated herein by reference.
- ii. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with Chapter 395, Texas

Local Government Code or other applicable law. Nothing in this plan shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code or other applicable law, unless otherwise agreed to by the landowner.

b. Police and Fire Protection Services

The City Council finds and determines it to be unnecessary to acquire or construct any capital improvements for the purposes of providing police and fire protection services and that it has at the present time adequate facilities to provide the same type, kind, and level of protection and service which is presently being administered to other areas already incorporated in the City with the same or similar topography, land use, and population density, without reducing by more than a negligible amount the level of police or fire services provided within the corporate limits of the City.

c. Water Facilities and Services

The City Council has determined that a portion of the area to be annexed is not currently within the City's certified water service area (Certificate of Convenience and Necessity or CCN). There are no existing water facilities within the area to be annexed. Additional water facilities may be installed by the City through the budgetary process or its Capital Improvement Program; or may be installed by persons developing land adjacent to the annexed area upon the developer's timeline of need as necessary to provide full municipal services. Main and service extensions will be provided in accordance with the City's utility construction and extension policies and ordinances. Upon connection to future facilities, water will be provided at rates established by the City.

d. Wastewater Facilities and Service

The City Council has determined that a portion of the area to be annexed is not currently within the City's certified wastewater service area (Certificate of Convenience and Necessity or CCN). There are no existing wastewater facilities within the area to be annexed. Additional wastewater facilities may be installed by the City through the budgetary process or its Capital Improvement Program; or may be installed by persons developing land adjacent to the annexed area upon the developer's timeline of need as

necessary to provide full municipal services. Main and service extensions will be provided in accordance with the City's utility construction and extension policies and ordinances. Upon connection to future facilities, wastewater will be provided at rates established by the City.

e. Natural Gas Facilities and Services

There are no existing natural gas facilities within the area to be annexed. Additional natural gas facilities may be installed by the City through the budgetary process or its Capital Improvement Program; or may be installed by persons developing land adjacent to the annexed area upon the developer's timeline of need as necessary to provide full municipal services. Main and service extensions will be provided in accordance with the City's utility construction and extension policies and ordinances. Upon connection to future facilities, water will be provided at rates established by the City.

f. Roads and Streets

Maintenance of properly dedicated or acquired roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use, population density and development as the annexed area. Developers of property adjacent to the annexation area will be required, pursuant to the ordinances of the City and other applicable law, to provide improvements to the dedicated roads and streets in the annexation area roughly proportionate to their proposed development's impact and to construct those improvements in accordance with the specifications required by the City for a properly dedicated street. Additional street lighting may be provided upon roadway improvements or at other times as is provided in areas of similar topography, land use, and population density within the present corporate limits of the City. The City does not maintain private streets or private right-of-way or other public owned streets under the ownership and control of another public entity.

SPECIFIC FINDINGS

The City Council finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence at the time immediately preceding the annexation process. Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City. These differences are specifically dictated because of differing characteristics of the property, and the City will undertake to perform so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City who reside in areas of similar topography, land utilization and population density.

APPENDIX A

That the following described territory is hereby annexed into the City of Tomball, Texas, and the boundary limits of the City are extended to include the Territory within the City limits, and the owners within the Territory shall be entitled to all rights and privileges of the City.

The entire right-of-way 120 feet wide of Farm to Market 2920 Road, starting at the **POINT OF BEGINNING** at the northwest corner of the remainder of a called 114.9706 acre tract of record in the name of Festival Properties, Inc., & Silvesti Investments of Florida, Inc., in H.C.C.F. Number RP-2020-302036, being on the east line of aforesaid 20' wide access easement and the south right-of-way (R.O.W.) line of aforesaid Farm to Market 2920, and as more fully described on the attached Exhibit "A";

THENCE, through and across aforesaid Farm to Market 2920, North 01 Degrees 51 Minutes 07 Seconds West, a distance of 120.00 feet to the northwest corner of the herein described tract, being on the north R.O.W. line of aforesaid Farm to Market 2920 and being on the south line of a called 3.592 acre tract of record in the name of Harry F. Pang in H.C.C.F. Number J044871;

THENCE, coincident the north R.O.W. line of aforesaid Farm to Market 2920 the following two (2) courses:

1. North 87 Degrees 59 Minutes 32 Seconds East, a distance of 2,499.72 feet to the beginning of a curve to the left;
2. Coincident aforesaid curve to the left, an arc length of 441.56 feet, having a radius of 1,372.40 feet, a central angle of 18 Degrees 26 Minutes 04 Seconds and a chord bearing North 81 Degrees 23 Minutes 18 Seconds East, a distance of 439.65 feet to the northeast corner of the herein described tract, being on the North R.O.W. line of aforesaid Farm to Market 2920 and west R.O.W. line of Telge Road (width varies)

THENCE, though and across aforesaid Farm to Market 2920, South 02 Degrees 23 Minutes 39 Seconds East, a distance of 146.30 feet to the southeast corner of the herein described tract, being on the south R.O.W. line of said Farm to Market 2920 and within the existing R.O.W. of aforesaid Telge Road;

THENCE, coincident the south R.O.W. line of aforesaid Farm to Market 2920 the following three (3) courses:

1. South 88 Degrees 05 Minutes 34 Seconds West, a distance of 98.52 feet to a 5/8 inch iron rod with "Frontier" cap found for the beginning of a curve to the right, being

on the north line of Restricted Reserve "a", Block 1 in Jack in the Box #3980, a subdivision duly of record in Film Code Number 568095, H.C.M.R., Texas;

2. Coincident aforesaid curve to the right, an arc length of 343.51 feet, having a radius of 1,492.40 feet, a central angle of 13 Degrees 11 Minutes 17 Seconds and a chord bearing of South 83 Degrees 54 Minutes 15 Seconds West, a distance of 342.75 feet to a 3/4 inch iron rod found, being on the north line of a called 8.053 acre tract of record in the name of Shoppes at Willowcreek LLC in H.C.C.F. Number RF-2024-432934;
3. South 87 Degrees 59 Minutes 32 Seconds West, a distance of 2,497.37 feet to the **POINT OF BEGINNING** and containing 8.1270 acres (354,013 square feet) of land. This tract is not staked.

APPENDIX B

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 15, 2026

Topic:

Conduct a Public Hearing and First Reading, Ordinance No. 2026-12, an Ordinance of the City of Tomball, Texas, granting the request for annexation of a certain tract of land being 14.0945 acres (613,657 square feet) of land, situated in the William Hurd Survey, Abstract Number 377 and in John H. Edwards Survey, Abstract Number 20, Harris County, Texas; being all of a called 8.053 acre tract of record in the name of Shoppes at Willowcreek LLC by deed as recorded under Harris County Clerk’s File Number (H.C.C.F. No. RP-2024-432934) and out of and a part of a called 114.9706 acre tract of record in the name of Festival Properties, Inc. , & Silvestri Investments of Florida, Inc., in H.C.C.F. No. RP-2020-302036; Providing for a Service Plan; and Providing for Severability.

Background:

Shoppes at Willowcreek, LLC, a property owner within the City of Tomball’s extraterritorial jurisdiction (ETJ) has formally submitted a request for voluntary annexation into the city limits. The application includes a signed annexation request form, a notarized affidavit affirming ownership and authority to initiate the process, and a detailed legal description of the property, including survey references and total acreage. The accompanying exhibit map outlines the parcel’s boundaries and its relationship to adjacent properties and existing city’s infrastructure.

The applicant’s stated intent is to bring the property under Tomball’s municipal governance to access city services, align with development standards, and participate in long-term planning efforts. The annexation would allow the property to benefit from municipal utilities, public safety coverage, and zoning projections, while also contributing to the city’s strategic growth objectives. The applicant’s anticipated development is for office and commercial use.

Origination: City Secretary

Recommendation:

Conduct the Public Hearing and Adopt on First Reading Ordinance No. 2026-12, granting the request for annexation.

Party(ies) responsible for placing this item on agenda: Thomas Harris III, 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 Thomas Harris, III Approved by _____
Staff Member Date City Manager Date

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS GRANTING THE REQUEST FOR ANNEXATION OF A CERTAIN TRACT OF LAND BEING 14.0945 ACRES (613,657 SQUARE FEET) OF LAND, SITUATED IN THE WILLIAM HURD SURVEY, ABSTRACT NUMBER 377 AND IN JOHN H. EDWARDS SURVEY, ABSTRACT NUMBER 20, HARRIS COUNTY, TEXAS; BEING ALL OF A CALLED 8.053 ACRE TRACT OF RECORD IN THE NAME OF SHOPPES AT WILLOWCREEK LLC BY DEED AS RECORDED UNDER HARRIS COUNTY CLERK’S FILE NUMBER (H.C.C.F. NO. RP-2024-432934) AND OUT OF AND A PART OF A CALLED 114.9706 ACRE TRACT OF RECORD IN THE NAME OF FESTIVAL PROPERTIES, INC. , & SILVESTRI INVESTMENTS OF FLORIDA, INC., IN H.C.C.F. NO. RP-2020-302036); AND PROVIDING SEVERABILITY.

* * * * *

WHEREAS, Shoppes at Willowcreek, LLC, a Texas limited liability company, acting through its agent, Jonathan Sellers, is the owner (the “Owner”) of the said property described in full (the “Property”) and evidenced by a General Warranty Deed and a Warranty Deed as provided in the request for annexation into the City of Tomball, attached as **Exhibit A & B**, and incorporated for all purposes; and

WHEREAS, the Owner has submitted said request that the City of Tomball annex the Property into the City of Tomball; and

WHEREAS, the above described tract lies within the extraterritorial jurisdiction of the City of Tomball, Texas; and

WHEREAS, Texas Local Government Code, Section 43.0671 allows a municipality to annex an area if each owner of the land in the area requests the annexation, the municipality conducts a public hearing on the proposed annexation, and the owners and the municipality enter into a written agreement for the provision of services in the area to be annexed; and

WHEREAS, the property does not qualify for agricultural or wildlife management use or as timber land; and,

WHEREAS, on June 15, 2026, a public hearing was held at the City of Tomball City Council Chambers, at 401 Market Street, Tomball, Texas 77375, where all interested persons were provided an opportunity to be heard on the request for annexation of the Property; and

WHEREAS, the City of Tomball has agreed to provide the services set forth in **Exhibit A** to the proposed annexed area; and

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

Section 1. That all the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this Ordinance.

Section 2. The request for the annexation of the Property described in Exhibit A attached hereto and incorporated herein for all purposes is hereby **GRANTED**.

Section 3. The land and territory are hereby added and annexed to the City of Tomball, Texas, and said territory hereinafter described shall hereafter be included within the boundary limits of the City of Tomball, Texas, to wit:

SEE ATTACHED (**Exhibit A**)

Section 4. That the above described territory and the area so annexed shall be a part of the City of Tomball, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Tomball, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Tomball, Texas.

Section 5. That the service plan attached hereto, included in **Exhibit A**, is hereby adopted as part of the annexation of the Property described in **Exhibit A**.

Section 6. Should any section or port of this Ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

Section 7. Should this Ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Tomball, which ineffectiveness of this Ordinance as to any such part or parts of any such area shall not affect the effectiveness of this Ordinance as to all of the remainder of the area. If there is included within the general description of territory set out in this Ordinance to be annexed to the City of Tomball any lands or area which are presently part of and included within the limits of any other city or within the extraterritorial jurisdiction of any other city, or which are not within the City of Tomball's jurisdiction to annex, the same is hereby

excluded and excepted from the territory to be annexed as fully as if such excluded and excepted area were expressly described herein.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE _____ DAY OF _____ 2026.

COUNCILMAN MICHNA _____
COUNCILMAN GARCIA _____
COUNCILMAN DUNAGIN _____
COUNCILMAN COVINGTON _____
COUNCILMAN PARR _____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE _____ DAY OF _____ 2026.

COUNCILMAN MICHNA _____
COUNCILMAN GARCIA _____
COUNCILMAN DUNAGIN _____
COUNCILMAN COVINGTON _____
COUNCILMAN PARR _____

Lori Klein Quinn, Mayor
City of Tomball

ATTEST:

Thomas Harris III, City Secretary



DVJ
CIVIL ENGINEERING &
LAND SURVEYING

8118 Fry Road, Ste. 402, Cypress, Texas 77433 * (281) 213-2517
www.dvjlandsurveying.com * TBPELS Reg. No. 10194609

EXHIBIT A

METES AND BOUNDS DESCRIPTION
14.0945 ACRES (613,657 SQUARE FEET)
WILLIAM HURD SURVEY, ABSTRACT NUMBER 377
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 14.0945 acres (613,657 square feet) of land situated in the William Hurd Survey, Abstract Number 377, Harris County, Texas; being all of a called 8.053 acre tract of record in the name of Willow Creek Plaza, LP in Harris County Clerk's File (H.C.C.F.) Number RP-2018-421683 and out of and a part of the remainder of a called 114.9706 acre tract of record in the name of Festival Properties, Inc., and Silvestri Investments of Florida, Inc., in H.C.C.F. Number RP-2020-302036; said tract being more particularly described as follows (Bearings described herein are referenced to the Texas Coordinate System, South Central Zone No. 4204 (NAD83)):

BEGINNING at a 3/4 inch iron rod found for the northeast corner of both the herein described tract and aforesaid 8.053 acre tract, and the northwest corner of Restricted Reserve "A", Block 1 in Jack in the Box #3980, a subdivision duly of record in Film Code Number 568095, in the Map Records of Harris County (H.C.M.R.), Texas, and being on the south Right-of-Way (R.O.W.) line of FM 2920 (120 feet wide), and having coordinates of X: 3,022,931.23 and Y: 13,955,050.38;

THENCE, coincident with the east line of the herein described tract and the west line of aforesaid Reserve "A", South 02 Degrees 00 Minutes 28 Seconds East, a distance of 208.71 feet to a 5/8 inch iron rod with "Frontier" cap found for the southeast corner of aforesaid 8.053 acre tract and the southwest corner of said Reserve "A", being on the north line of the remainder of aforesaid 114.9706 acre tract;

THENCE, coincident with the north line of the remainder of aforesaid 114.9706 acre tract and the south line of aforesaid Reserve "A", North 87 Degrees 59 Minutes 32 Seconds East, at a distance of 403.67 feet pass a 5/8 inch iron rod with "Frontier" cap found for the southeast corner of said Reserve "A", continue for an overall distance of 424.09 feet to the northeast corner of the remainder of said 114.9706 acre tract, and being on the west R.O.W. line of Telge Road (width varies), from which a 3/4 inch iron rod found bears South 00 Degrees 00 Minutes 31 Seconds East, a distance of 0.92 feet;

THENCE, coincident with the east line of the herein described tract and the west R.O.W. line of aforesaid Telge Road, South 02 Degrees 23 Minutes 39 Seconds East, a distance of 125.00 feet to a 1/2 inch iron rod with "Villa 6751" cap set for the southeast corner of the herein described tract, being on the east line of said 114.9706 acre tract and the west R.O.W. line of said Telge Road;

THENCE, through and across aforesaid 114.9706 acre tract the following two (2) courses:

1. South 87 Degrees 59 Minutes 32 Seconds West, a distance of 2,105.72 feet to a 1/2 inch iron rod with "Villa 6751" cap set for the southwest corner of the herein described tract;
2. North 02 Degrees 00 Minutes 28 Seconds West, at a distance of 125.00 feet pass a 5/8 inch iron rod with "Frontier" cap found for the southwest corner of aforesaid 8.053 acre tract, continue for an overall distance of 333.71 feet to a 5/8 inch iron rod with "Frontier" cap found for the northwest corner of both the herein described tract and said 8.053 acre tract, being on the south R.O.W. line of aforesaid FM 2920;

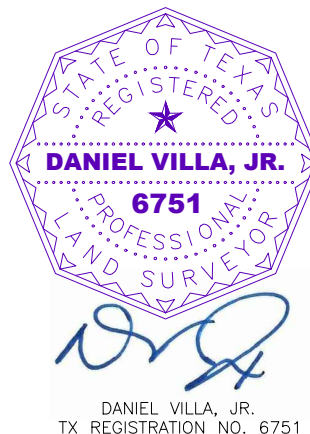


DVJ
CIVIL ENGINEERING &
LAND SURVEYING

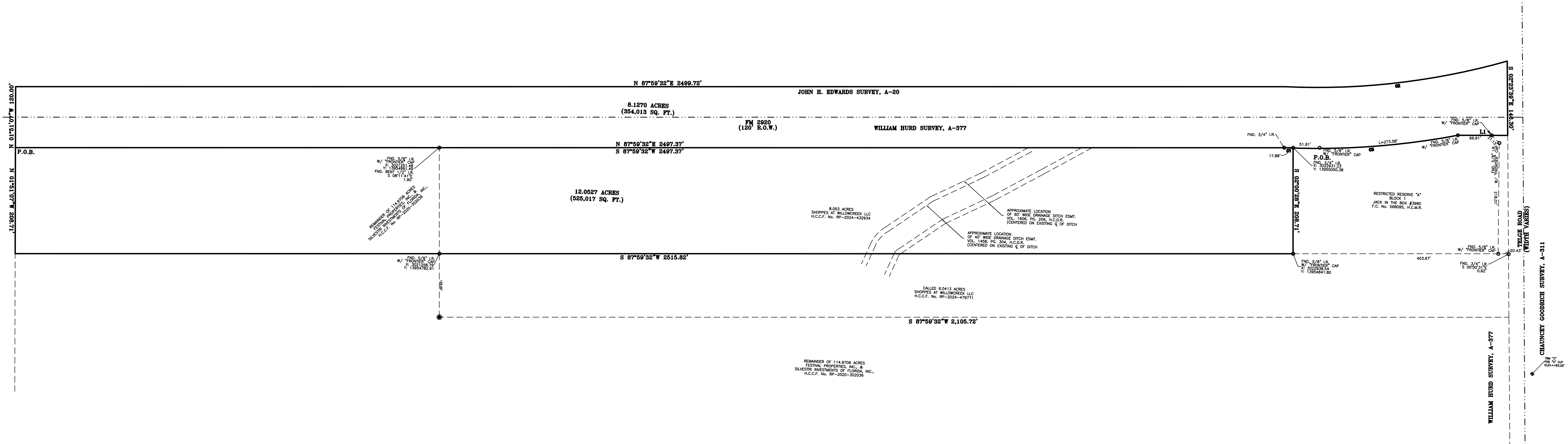
8118 Fry Road, Ste. 402, Cypress, Texas 77433 * (281) 213-2517
www.dvjlandsurveying.com * TBPELS Reg. No. 10194609

THENCE, coincident with the north line of the herein described tract and the south R.O.W. line of aforesaid FM 2920, North 87 Degrees 59 Minutes 32 Seconds East, a distance of 1,680.78 feet to the **POINT OF BEGINNING** and containing 14.0945 acres (613,657 square feet) of land.

Compiled by: Chris Garcia
Checked by: Daniel Villa, Jr., RPLS, PE
DVJ Land Surveying
8118 Fry Road, Ste. 402
Cypress, Texas 77433
March 29, 2024
Project Number 24-0303



20' WIDE DRAINAGE
DITCH AS SHOWN



**ANNEXATION SERVICE PLAN
FOR A PORTION OF FM 2920 ROAD RIGHT-OF-WAY**

For an approximate 0.15 acres of land, being a 120-foot-wide portion of FM 2920 Road, being a Texas Department of Transportation (TxDOT) right-of-way, along the length of property frontage between Telge Road (width varies) and a 20' Wide Access Easement of record in Harris County Clerk's File (H.C.C.F.) Number E658958, extending from Festival Properties, Inc., & Silvestri Investments of Florida, Inc., in H.C.C.F. Number RF-2020-302036 west a distance of 342.75 feet to a 3/4 inch iron rod of a called 8.053 acre tract of record in the name of Shoppes at Willowcreek LLC in H.C.C.F. Number RP-2024-432934, as described in Appendix A and depicted in Appendix B herein according to Local Government Code; Sec. 43.065. Provision of Services to Annexed Area.

1. Upon the effective date of annexation, the City will provide the following services to the newly annexed area:

a. Police Protection

The City will provide police services. The newly annexed area will be provided with the same or similar level of police service now being provided to other areas of the City with similar topography, land use, and population density.

b. Fire Protection and Emergency Medical Service

The City will provide fire protection and first response services to the newly annexed area at the same or similar level of service now being provided to other areas of the City with similar topography, land use, and population density. Emergency Medical Services are provided by Harris County Emergency Services District No. 3.

c. Solid Waste Collection

Although not contemplated to be applicable to this annexation, which is limited to existing road right-of-way, but in accordance with Texas Local Government Code Section 43.065(b), the City is not required to provide solid waste collection services to a person who continues to use the services of a privately owned solid waste management service provider and will not, for a period of two (2) years following the annexation effective date, prohibit the collection of solid waste in the area by a privately owned solid waste management service provider is unavailable. In the event of unavailability, the City provides residential and commercial solid waste collection services

within the City for a fee, which will be provided within the annexed area upon request and approved application for property owners.

d. Maintenance of Water, Wastewater and Natural Gas Facilities

Water, wastewater, and natural gas facilities owned or maintained by the City at the time of the proposed annexation shall continue to be maintained by the City. Any water, wastewater, and natural gas facilities acquired subsequent to the annexation of the proposed area shall be maintained by the City to the extent of its ownership. It is the intent of the City to maintain all City-owned water and wastewater facilities in the annexed area. Facilities owned and operated by other entities, if any, will continue to be maintained by other entities.

e. Maintenance of Roads and Streets

Roads, streets, or alleyways that have been dedicated to the City or which are owned or are acquired by the City shall be maintained to the same degree and extent that other roads, streets, and alleyways are maintained in areas with similar topography, land use, and population density. Lighting of roads, streets, and alleyways that may be positioned in a right-of-way, roadway, or utility company easement shall be maintained by the applicable utility company servicing the City pursuant to the rules, regulations, and fees of the utility.

f. Maintenance of Parks, Playground and Swimming Pools

Not applicable to the annexation of road right-of-way.

g. Maintenance of Publicly Owned Facility, Building, or Municipal Service

Outside of existing water, sewer and road/street facilities within the annexation area, the City Council is not aware of the existence of any other publicly owned facility or building now located in or serving the area proposed for annexation. If other publicly owned facilities, buildings, or municipal services do exist, the City will maintain the facilities and services to the same extent and degree that it maintains similar facilities and services in other similar areas of the City.

h. Other Public Easements or Facilities

Other public easements or facilities, including drainage facilities, such as drainage channels, storm sewers and detention ponds contained within dedicated public easements, not under the ownership and control of another public entity. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed. The City will periodically inspect facilities and perform maintenance on facilities throughout the year. Any unacceptable conditions that exist in the drainage area and are reported to the City between scheduled inspections will be evaluated and resolved as necessary. A maintenance schedule for these areas can be obtained from the Public Works Department.

i. Development Regulation

The City will impose and enforce zoning, subdivision development, site development and building code regulations within the annexed area upon the effective date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the annexed area will be reviewed for compliance with City standards.

j. Other Services

City recreational facilities, including parks and libraries, will be available for use by landowners or residents of the annexed areas on the same basis as those facilities are available to current City landowners and residents. Other City services including Code Enforcement, Municipal Court, and General Administration services will be also available to landowners and residents in the annexed area on the same basis as those facilities are available to current City landowners and residents. All other services contemplated herein will be available upon the effective date of annexation.

2. Program for construction or acquisition of capital improvements necessary for providing municipal services for the area:

a. In General

- i. Capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted Capital Improvement Plan of the City, as amended, which are incorporated herein by reference.
- ii. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with Chapter 395, Texas

Local Government Code or other applicable law. Nothing in this plan shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code or other applicable law, unless otherwise agreed to by the landowner.

b. Police and Fire Protection Services

The City Council finds and determines it to be unnecessary to acquire or construct any capital improvements for the purposes of providing police and fire protection services and that it has at the present time adequate facilities to provide the same type, kind, and level of protection and service which is presently being administered to other areas already incorporated in the City with the same or similar topography, land use, and population density, without reducing by more than a negligible amount the level of police or fire services provided within the corporate limits of the City.

c. Water Facilities and Services

The City Council has determined that a portion of the area to be annexed is not currently within the City's certified water service area (Certificate of Convenience and Necessity or CCN). There are no existing water facilities within the area to be annexed. Additional water facilities may be installed by the City through the budgetary process or its Capital Improvement Program; or may be installed by persons developing land adjacent to the annexed area upon the developer's timeline of need as necessary to provide full municipal services. Main and service extensions will be provided in accordance with the City's utility construction and extension policies and ordinances. Upon connection to future facilities, water will be provided at rates established by the City.

d. Wastewater Facilities and Service

The City Council has determined that a portion of the area to be annexed is not currently within the City's certified wastewater service area (Certificate of Convenience and Necessity or CCN). There are no existing wastewater facilities within the area to be annexed. Additional wastewater facilities may be installed by the City through the budgetary process or its Capital Improvement Program; or may be installed by persons developing land adjacent to the annexed area upon the developer's timeline of need as

necessary to provide full municipal services. Main and service extensions will be provided in accordance with the City's utility construction and extension policies and ordinances. Upon connection to future facilities, wastewater will be provided at rates established by the City.

e. Natural Gas Facilities and Services

There are no existing natural gas facilities within the area to be annexed. Additional natural gas facilities may be installed by the City through the budgetary process or its Capital Improvement Program; or may be installed by persons developing land adjacent to the annexed area upon the developer's timeline of need as necessary to provide full municipal services. Main and service extensions will be provided in accordance with the City's utility construction and extension policies and ordinances. Upon connection to future facilities, water will be provided at rates established by the City.

f. Roads and Streets

Maintenance of properly dedicated or acquired roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use, population density and development as the annexed area. Developers of property adjacent to the annexation area will be required, pursuant to the ordinances of the City and other applicable law, to provide improvements to the dedicated roads and streets in the annexation area roughly proportionate to their proposed development's impact and to construct those improvements in accordance with the specifications required by the City for a properly dedicated street. Additional street lighting may be provided upon roadway improvements or at other times as is provided in areas of similar topography, land use, and population density within the present corporate limits of the City. The City does not maintain private streets or private right-of-way or other public owned streets under the ownership and control of another public entity.

SPECIFIC FINDINGS

The City Council finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence at the time immediately preceding the annexation process. Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City. These differences are specifically dictated because of differing characteristics of the property, and the City will undertake to perform so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City who reside in areas of similar topography, land utilization and population density.

APPENDIX A

That the following described territory is hereby annexed into the City of Tomball, Texas, and the boundary limits of the City are extended to include the Territory within the City limits, and the owners within the Territory shall be entitled to all rights and privileges of the City.

The entire right-of-way 120 feet wide of Farm to Market 2920 Road, starting at the **POINT OF BEGINNING** at the northwest corner of the remainder of a called 114.9706 acre tract of record in the name of Festival Properties, Inc., & Silvesti Investments of Florida, Inc., in H.C.C.F. Number RP-2020-302036, being on the east line of aforesaid 20' wide access easement and the south right-of-way (R.O.W.) line of aforesaid Farm to Market 2920, and as more fully described on the attached Exhibit "A";

THENCE, through and across aforesaid Farm to Market 2920, North 01 Degrees 51 Minutes 07 Seconds West, a distance of 120.00 feet to the northwest corner of the herein described tract, being on the north R.O.W. line of aforesaid Farm to Market 2920 and being on the south line of a called 3.592 acre tract of record in the name of Harry F. Pang in H.C.C.F. Number J044871;

THENCE, coincident the north R.O.W. line of aforesaid Farm to Market 2920 the following two (2) courses:

1. North 87 Degrees 59 Minutes 32 Seconds East, a distance of 2,499.72 feet to the beginning of a curve to the left;
2. Coincident aforesaid curve to the left, an arc length of 441.56 feet, having a radius of 1,372.40 feet, a central angle of 18 Degrees 26 Minutes 04 Seconds and a chord bearing North 81 Degrees 23 Minutes 18 Seconds East, a distance of 439.65 feet to the northeast corner of the herein described tract, being on the North R.O.W. line of aforesaid Farm to Market 2920 and west R.O.W. line of Telge Road (width varies)

THENCE, though and across aforesaid Farm to Market 2920, South 02 Degrees 23 Minutes 39 Seconds East, a distance of 146.30 feet to the southeast corner of the herein described tract, being on the south R.O.W. line of said Farm to Market 2920 and within the existing R.O.W. of aforesaid Telge Road;

THENCE, coincident the south R.O.W. line of aforesaid Farm to Market 2920 the following three (3) courses:

1. South 88 Degrees 05 Minutes 34 Seconds West, a distance of 98.52 feet to a 5/8 inch iron rod with "Frontier" cap found for the beginning of a curve to the right, being

on the north line of Restricted Reserve "a", Block 1 in Jack in the Box #3980, a subdivision duly of record in Film Code Number 568095, H.C.M.R., Texas;

2. Coincident aforesaid curve to the right, an arc length of 343.51 feet, having a radius of 1,492.40 feet, a central angle of 13 Degrees 11 Minutes 17 Seconds and a chord bearing of South 83 Degrees 54 Minutes 15 Seconds West, a distance of 342.75 feet to a 3/4 inch iron rod found, being on the north line of a called 8.053 acre tract of record in the name of Shoppes at Willowcreek LLC in H.C.C.F. Number RF-2024-432934;
3. South 87 Degrees 59 Minutes 32 Seconds West, a distance of 2,497.37 feet to the **POINT OF BEGINNING** and containing 8.1270 acres (354,013 square feet) of land. This tract is not staked.

APPENDIX B

**City of Tomball
Annexation Packet: Request of Owner
Coversheet**

This form is for use by a property owner that requests full-purpose annexation of a tract. If the subject tract is not individually owned and the petition is not by consent of all property owners, a different packet must be used. All property owners must consent to annexation and be signatories on the petition. **ONLY ONE OWNER NEEDS TO SUBMIT THE APPLICATION BUT ALL OWNERS MUST SIGN THE PETITION.**

The City of Tomball requires annexation as a condition of providing municipal water, wastewater and gas to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility service can be provided per the Written Agreement Regarding Services under the same conditions as for other property located within the City of Tomball.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1019 or the Community Development Department at 281-290-1405.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code. **ANNEXATION MUST BE COMPLETED PRIOR TO PROVIDING WATER, WASTEWATER AND GAS UTILITIES.**

I, the undersigned, submit this complete packet for purposes of seeking annexation into the City of Tomball.

Shoppes at Willowcreek, LLC

Name of Owner submitting Application


Signature

10/09/2025

Date

Jonathan Sellers - Managing Member of
Shoppes at Willowcreek, LLC

- Cover sheet
- Property Owner Attestation Checklist
- Proof of Ownership
- Property Value & Anticipated Development Information Worksheet
- Petition Requesting Annexation
- Metes and Bounds Description and Map of Property (as Exhibit A)
- Written Agreement Regarding Services
- Attendance at Public Hearing (time and date to be posted)
- City Department Review Page

Submit complete application to: City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Retain a copy for your records.

City of Tomball
Annexation Packet: Request of Owner
Property Owner Attestation Checklist

For the annexation request to be valid and complete under this application and process, the following must be true:

- Property in the Extraterritorial Jurisdiction of Tomball (land is contiguous and adjacent to the City).
- The property is not appraised for ad valorem tax purposes as land for:
 - Agricultural management use; OR
 - Wildlife management use; OR
 - Timber land; OR
- The landowner declines (waives) to make a development agreement with the City.
- All landowners are in consent of and are signatories on the annexation.

These attestations will be made as part of the Petition.

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

1. Agent's Contact Information

Please list any agents acting on behalf of the annexation property owner(s) that should be notified of information pertaining to this annexation request.

Name: Jonathan Sellers

Company Name: RevKo Commercial Real Estate

Mailing Address: 18803 Hamish Road, Suite F, Tomball, TX 77377

Phone Number: 832.360.5086 | 832.748.1283

E-mail Address: jonathan.sellers@revkocre.com | trevor.hudson@revkocre.com

(Attach a list of additional agents, if necessary.)

2. Property Addresses (List all property addresses associated with the proposed annexation property. Attach a list of additional property addresses, if necessary.)

a. 21103 Telge Rd, Tomball, TX 77377 (+/- 8.053 AC)

b. 0 Telge, Tomball, TX 77377 (+/- 6.00 AC)

c. _____

d. _____

e. _____

f. _____

3. Nature of Existing Property

Property Location: 21103 Telge Rd | 0 Telge Rd Number of Acres: 14

Current Assessed Valuation of Land: 8 AC Tract: \$701,578 | 6 AC Tract: \$263,159

Current Assessed Valuation of Improvements: \$0 for both

Total: \$964,737

Does this property current contain any structures?

Yes (continue with subsection a through d)

No (skip to #4)

a. Residential

Are there existing residential structures on the property?

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

___ No (skip to b)
___ Yes (continue)
___ Total Units
___ Lots or ___ Acres

Number of Units by Type:

___ Single Family
___ Duplexes
___ Four-Plex
___ Patio Homes
___ Townhouses
___ Apartments

b. Office and Commercial

Are there existing Office or Commercial structures on the property?

___ No (skip to c)
___ Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____

Total Site Coverage _____

c. Institutional

Are there existing Institutional structures on the property?

___ No (skip to d)
___ Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____

Total Site Coverage _____

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

- d. Industrial
Are there existing Industrial structures on the property?
 No (skip to 4)
 Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____
Total Site Coverage _____

4. Anticipated Development

- a. Platting Status (check the applicable box below)
 A plat pertaining to this property **HAS BEEN** submitted to the Community Development Department for review.
 A plat pertaining to this property **WILL BE** submitted to the Community Development Department for review in the near future.
 A plat pertaining to this property **WILL NOT BE** submitted within the next six (6) months.

- b. Zoning Status – NOTE: PROPERTIES ARE ANNEXED AS AGRICULTURAL (“AG”) ZONING, UNLESS ZONING RECLASSIFICATION IS REQUESTED BY THE PROPERTY OWNER IN CONJUNCTION WITH ANNEXATION.

Is zoning reclassification requested in conjunction with the annexation process?

- YES (ensure you contact the Community Development Department)
 NO

Will zoning changes be required and requested in the future to accommodate anticipated development?

- YES (Describe: _____ acres of _____ acres will be rezoned)
 NO

- c. Residential
Are Residential structures anticipated on the proposed property?

- NO (skip to d)
 YES (continue)
____ Number of Units _____ Value of Units (individual)
____ Number of Lots or Acres _____ Estimate Total Value
Number of Units by Type
____ Single-Family
____ Duplexes
____ Four-Plex

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

- Patio Homes
- Townhouses
- Apartments

d. Office and Commercial

Are Office and/or Commercial structures anticipated on the proposed property?

- NO (skip to e)
- YES (continue)
 - Size (Sq. Ft.) N/A
 - Unit Value (\$/Sq. Ft.) N/A
 - Total Estimated Value N/A
 - Structure Description N/A
 - Exterior Site Improvements N/A
 - Total Site Coverage N/A

e. Institutional

Are Institutional structures anticipated on the proposed property?

- NO (skip to f)
- YES (continue)
 - Size (Sq. Ft.) _____
 - Unit Value (\$/Sq. Ft.) _____
 - Total Estimated Value _____
 - Structure Description _____
 - Exterior Site Improvements _____
 - Total Site Coverage _____

f. Industrial

Are Industrial structures anticipated on the proposed property?

- NO (skip to g)
- YES (continue)
 - Size (Sq. Ft.) _____
 - Unit Value (\$/Sq. Ft.) _____
 - Total Estimated Value _____
 - Structure Description _____
 - Exterior Site Improvements _____
 - Total Site Coverage _____

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

g. Staging of Anticipated Development (in percentages (%))

	Current Yr	Yr2	Yr3	Yr4	Yr5	Yr10	Yr20
Residential							
Office/Commercial							
Institutional							
Industrial							

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND CITY COUNCIL OF THE GOVERNING BODY OF TOMBALL, TEXAS:

The undersigned owners of the hereinafter described tract of land, which represents each and every owner of the land in the area requesting annexation, hereby waive, if required, a development agreement pursuant to Section 43.016, Texas Local Government Code, and petition your honorable Body to extend the present city limits so as to include as part of the City of Tomball, Texas, the following described territory, to wit:

[DESCRIBE THE TERRITORY COVERED BY THE PETITION IN METES AND BOUNDS. A SURVEY AND/OR DESCRIPTION CAN BE ATTACHED AS A SEPARATE DOCUMENT AND REFERENCED AS AN EXHIBIT – DELETE THIS AFTER EDITS]

We certify that the above described tract of land is contiguous and adjacent to the City of Tomball, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

[USE AS MANY OR AS FEW SIGNATURE LINES AS NECESSARY FOR EACH PROPERTY OWNER – DELETE THIS AFTER EDITS]

Signed: _____

Signed: _____

Signed: _____

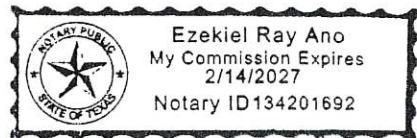
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jonathan Sellers, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 9th day of October, 2025.

[Signature]

Notary Public in and for Harris County, Texas



PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

3. **Extension Policy.** The following information is a summary of the City's policies respecting water, wastewater and gas service extensions. This summary is made in compliance with Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provisions of the Code of Ordinances of the City, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.

- B. **General Services Program.** The following services will be provided within the Tract within the period required by State law: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The General Services Program plan is as follows:

1. Police Protection. The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a city facility.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

- C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded police facilities.
2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.
3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.
4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.
5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

- VI. **Force Majeure.** In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City’s obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term “force majeure” shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.
- VII. **Entire Plan.** This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder of the Plan shall remain valid and in full force and effect.

SIGNATURES

For the City:

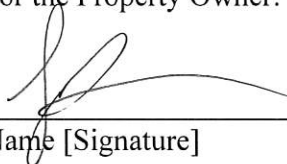
Name [Signature]

Name [Printed]

Position

Date

For the Property Owner:



Name [Signature]

Jonathan Sellers

Name [Printed]

Shoppes at Willowcreek, LLC

Company [if applicable]

10/09/2025

Date

**SERVICE AGREEMENT NOT VALID UNTIL SIGNED BY CITY REPRESENTATIVE AND
PROPERTY HAS BEEN ANNEXED**

**City of Tomball
Annexation Packet: Request of Owner
City Department Review Page**

To be filled by Requestor(s)

Property Description: 14 Acres total, two separate tracts. One is 8 acres the other is 6 acres.

Requestor / Owner: Trevor Hudson / Jonathan Sellers

Requestor / Owner: _____

Requestor / Owner: _____

Date complete packet filed: 10/09/2025

To be filled by City Departments

Directions: Review the packet for completeness and concurrence with request.

For: Police Department

Name [Printed]

Name [Signature]

Position

Date

For: Community Development

Name [Printed]

Name [Signature]

Position

Date

For: Fire Department

Name [Printed]

Name [Signature]

Position

Date

For: Public Works / Engineering

Name [Printed]

Name [Signature]

Position

Date

Return to City Secretary



CITY OF HOUSTON

Planning & Development Department

John Whitmire

Mayor

Vonn Tran
Director
P.O. Box 1562
Houston, Texas 77251-1562

T. 832.393.6600
F. 832.393.6661
www.houstontx.gov

Jonathan Sellers
22914 Rosehollow Trail
Tomball, TX 77377

October 3, 2025

Subject: Petition for Release of 14 Acres of Land from City of Houston's Extraterritorial Jurisdiction

Dear Jonathan Sellers:

The Planning and Development Department received your petition for the release of 14 acres of land from the City of Houston's extraterritorial jurisdiction ("ETJ") on **October 2, 2025**. After reviewing the petition in accordance with Texas Senate Bill 2038 and associated state and local laws, the Planning and Development Department staff has deemed your petition to be complete.

If you have any additional questions, please contact the Department at (832) 393-6600, or planningdepartment@houstontx.gov.



Shoppes at Willow Creek - 14 AC

Waller-Tomball Rd

2920

Waller-Tomball Rd

Lutheran Church Rd

Teige Rd

Kirahn Ln

Parker Rd

ASAP Trailer Services & Supply

Drilex

Prista's Automotive

Legacy Precision Engraving

Foxmoor Pet Care

Pigs Unlimited International

Doe's Small Engine Repairs

Hillwood Family Dental - To

W Champagne Cir

Treichel Rd



Find address or place

0 TELGE
TOMBALL, 77377

HCAD Account:	0430430000330
Owner Name:	SHOPPES AT WILLOWCREEK LLC
State Class:	D2
Appraised Value:	\$263,159.00
Market Value:	\$263,159.00
Address:	0 TELGE

Zoom to

SUBDIV
SITEMAC AT TOMBALL
700317

SUBDIV
CORNER STORE NO 1917
655-278

SUBDIV
PIGSUNLIMITED INTERNATIONAL
488-206

SUBDIV
TELGE PARK
605-196

Parcel Basemap 2025

Hybrid Imagery Basemap 2025

Feedback



Find address or place

21103 TELGE RD
TOMBALL, 77377

HCAD Account:	0430430000135
Owner Name:	SHOPPES AT WILLOWCREEK LLC
State Class:	D1
Appraised Value:	\$403.00
Market Value:	\$701,578.00
Address:	21103 TELGE RD

Zoom to

1 of 2

300 ft

Parcel Basemap 2025

Hybrid Imagery Basemap 2025

Feedback

Exhibit A
Property

Tract 1 – 8.053 acres of land owned by Willow Creek Plaza, LP

Field Notes for a 8.053 acre tract of land, out of a 14.2194 acre tract of land described under Harris County Clerk's File Number S391992, Exhibit "D", situated in the East one-half (1/2) of the William Hurd Survey, Abstract 377, Harris County. Bearings are based on the North line of the said 14.2194 acre tract of land South 89°42'00" East. The said 8.053 acre tract of land being more fully described as follows:

COMMENCING: At a set 3/4 inch iron rod with plastic cap in the South right-of-way line of FM 2920, based on 120' width, said rod marking the Northwest corner of said 14.2194 acre tract of land, from which a found 1/2 inch iron bears South 00°30'22" West, a distance of 0.85 feet;

THENCE: South 89°42'00" East, with the said South right-of-way line and the North line of the said 14.2194 acre tract of land, a distance of 834.47 feet to a set 3/4 inch iron rod with plastic cap for the Northwest corner of the herein described tract and the PLACE OF BEGINNING;

THENCE: Continuing South 89°42'00" East, with the said South right-of-way line and the North line of the said 14.2194 acre tract of land, a distance of 1680.78 feet to a found 3/4 inch iron rod for the beginning of a curve from which a found 1/2 inch iron rod bears North 77°18'07" East, a distance of 7.02 feet;

THENCE: A distance of 17.88 feet along the arc of a curve to the left (Delta angle= 00°41'11, Radius=1492.40 feet, Chord=North 89°57'25" East, a distance of 17.88 feet, with the said South right-of-way line and the North line of the said 14.2194 acre tract of land, to a set 3/4 inch iron rod with plastic cap for the Northeast corner of the herein described tract from which a found inch iron rod bears North 87°46'59" East, a distance of 41.01 feet;

THENCE: South 00°18'00" West, departing said right-of-way line, a distance of 208.82 feet to a set 3/4 inch iron rod with plastic cap for the Southeast corner of the herein described tract in the North line of a 113,2797 acre tract of land described under said Harris County Clerk's File Number S391992, Exhibit "A", Tract One and the South line of the said 14.2194 acre tract of land;

THENCE: North 89°42'00" West, with the North line of the said 113.2797 acre tract and the South line of the said 14.2194 acre tract of land, a distance of 1680.78 feet to a set 3/4 inch iron rod with plastic cap for the Southwest corner of the herein described tract;

THENCE: North 00°18'00" East, a distance of 208.71 feet. to the PLACE OF BEGINNING, containing 8.053 acres of land.

Exhibit B
Property

Tract 2 – 6.0413 acres of land owned by Festival Properties, Inc.

Being a tract or parcel containing 6.0413 acres (263,162 square feet) of land situated in the William Hurd Survey, Abstract Number 377, Harris County, Texas; being out of and a part of the remainder of a called 114.9706 acre tract of record in the name of Festival Properties, Inc., and Silvestri Investments of Florida, Inc., in Harris County Clerk's File (H.C.C.F.) Number RP-2020-302036; said 6.0413 acre tract being more particularly described as follows (Bearings described herein are referenced to the Texas Coordinate System, South Central Zone No. 4204 (NAD83):

COMMENCING at a 5/8 inch iron rod with "Frontier" cap found for the northwest corner of a called 8.053 acre tract of record in the name of Willow Creek Plaza, LP in H.C.C.F. Number RP-2018-421683, and being on the south Right-of-Way (R.O.W.) line of F.M. 2920 (120 feet wide), and on the north line of remainder of aforesaid 114.9706 acre tract, from which a bent 1/2 inch iron rod found bears South 08 Degrees 11 Minutes 41 Seconds East, a distance of 1.90 feet, and having coordinates of X: 3,021,251.48 and Y: 13,954,991.49;

THENCE, coincident with the west line of aforesaid 8.053 acre tract, South 02 Degrees 00 Minutes 28 Seconds East, a distance of 208.71 feet to a 5/8 inch iron rod with "Frontier" cap found for the northwest corner and POINT OF BEGINNING of the herein described tract and the southwest corner of said 8.053 acre tract, and having coordinates of X: 3,021,258.79 and Y: 13,95,782.91;

THENCE, coincident with the north line of the herein described tract and the south line of aforesaid 8.053 acre tract, North 87 Degrees 59 Minutes 32 Seconds East, at a distance of 1,680.78 feet pass a 5/8 inch iron rod with "Frontier" cap found for the southeast corner of said 8.053 acre tract and the southwest corner of Restricted

Reserve "A", Block 1 in Jack in the Box #3980, a subdivision duly of record in Film Code Number 568095, in the Map Records of Harris County (H.C.M.R.), Texas, and continue at a distance of 2,084.45 feet pass a 5/8 inch

iron rod with "Frontier" cap found for the southeast corner of said Reserve "A", being on the west R.O.W. line of Telge Road (width varies), and continue for an overall distance of 2,104.87 feet to the northeast corner of the

herein described tract, being on the west R.O.W. line of said Telge Road, from which a 3/4 inch iron rod found bears South 00 Degrees 00 Minutes 31 Seconds East, a distance of 0.92 feet;

THENCE, coincident with the east line of the herein described tract and the west R.O.W. line of aforesaid Telge Road, South 02 Degrees 23 Minutes 39 Seconds East, a distance of 125.00 feet to a 1/2 inch iron rod with "Villa 6751" cap set for the southeast corner of the herein described tract, being on the east line of said 114.9706 acre tract and the west R.O.W. line of said Telge Road;

THENCE, through and across aforesaid 114.9706 acre tract the following two (2) courses:

1. South 87 Degrees 59 Minutes 32 Seconds West, a distance of 2,105.72 feet to a 1/2 inch iron rod with "Villa 6751" cap set for the southwest corner of the herein described tract;

2. North 02 Degrees 00 Minutes 28 Seconds West, a distance of 125.00 feet to the POINT OF BEGINNING and containing 6.0413 acres (263,162 square feet) of land.

ANNETTE RAMIREZ
 TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR
 P.O. BOX 3547
 HOUSTON, TEXAS 77253-3547
 TEL: 713-274-8000



2024 Property Tax Statement
 Web Statement

Statement Date:	August 18, 2025
Account Number	043-043-000-0135



SHOPPES AT WILLOWCREEK LLC
 336 1/2 N MAIN ST STE 214
 CONROE TX 77301-3379

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	0	362	0.385290	\$1.39
Harris County Flood Control Dist	0	362	0.048970	\$0.18
Port of Houston Authority	0	362	0.006150	\$0.02
Harris County Hospital District	0	362	0.163480	\$0.59
Harris County Dept. of Education	0	362	0.004799	\$0.02
Lone Star College System	0	362	0.107600	\$0.39
Emergency Service Dist #21 (Fire)	0	362	0.100000	\$0.36
Emergency Service Dist #3 (EMS)	0	362	0.100000	\$0.36

Property Description	
21103 TELGE RD 77377 .50 U/D INT IN TRS 3G & 4B (8.053 AC) ABST 377 W HURD 4.0265 AC	
Appraised Values	
Land - Market Value	613,879
Impr - Market Value	0
Total Market Value	613,879
Less Capped Mkt Value	613,517
Appraised Value	362
Exemptions/Deferrals	
Open Space Farm Productivity	

<i>Page: 1 of 1</i>	
Total 2024 Taxes Due By January 31, 2025:	\$3.31
Payments Applied To 2024 Taxes	\$3.31
Total Current Taxes Due (Including Penalties)	\$0.00
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due For July 2025	\$0.00

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2025	7%	\$0.00	\$0.00	\$0.00
By March 31, 2025	9%	\$0.00	\$0.00	\$0.00
By April 30, 2025	11%	\$0.00	\$0.00	\$0.00
By May 31, 2025	13%	\$0.00	\$0.00	\$0.00
By June 30, 2025	15%	\$0.00	\$0.00	\$0.00

Tax Bill Increase (Decrease) from 2019 to 2024: Appraised Value 67%, Taxable Value 67%, Tax Rate -1%, Tax Bill 66%.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.



SHOPPES AT WILLOWCREEK LLC
 336 1/2 N MAIN ST STE 214
 CONROE TX 77301-3379

PAYMENT COUPON

Account Number	043-043-000-0135
Amount Enclosed	\$ _____ . _____

Make check payable to:

Web Statement - Date Printed: 08-18-2025

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.


ANNETTE RAMIREZ
 TAX ASSESSOR-COLLECTOR
 P.O. BOX 4622
 HOUSTON, TEXAS 77210-4622

**WRITTEN CONSENT OF THE MEMBERS OF
THE SHOPPES AT WILLOW CREEK, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

On this 17th day of July, 2025, at Conroe, Texas, the undersigned, constituting all the members of Shoppes at Willow Creek, LLC., a Texas Limited Liability Company, hereby unanimously adopt, approve, and consent to the following resolutions of all the members of this company, duly adopted by written consent of all said members in accordance with the operating agreement of the company and Texas Business and Organizations Code § 6.201.

RESOLVED, that Jonathan Sellers is authorized to sign any and all documents on behalf of The Shoppes at Willow Creek, LLC, including—but not limited to—acting in the company’s capacity as general partner for The Shoppes at Willow Creek, LLC.

This Written Consent of the Members may be executed simultaneously in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. A facsimile signature shall be treated as an original.



Jody Czajkoski



Mitchell Oxman



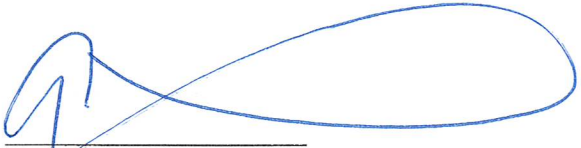
Stephanne Davenport

Jonathan Sellers

IN TESTIMONY WHEREOF, this instrument is executed to be effective as of the 22
day of OCTOBER, 2024.

GRANTOR:
WILLOW CREEK PLAZA, LP

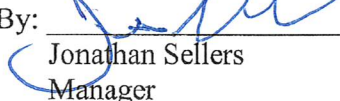
By MHW Willow Creek Plaza LLC,
Its General Partner

By: 

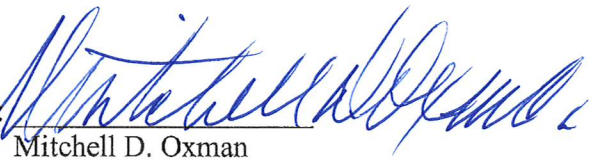
Guy Barrios
Manager

By: 

Jody Czajkoski
Manager

By: 

Jonathan Sellers
Manager

By: 

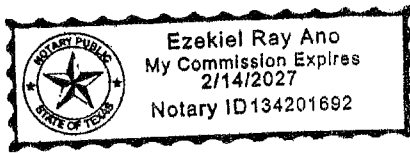
Mitchell D. Oxman
Manager

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF Harris

The foregoing instrument was acknowledged before me on this 22nd day of October, 2024 by Guy Barrios, manager of MHW Willow Creek Plaza LLC, as general partner for Willow Creek Plaza, LP, a Texas limited partnership, on behalf of said partnership.

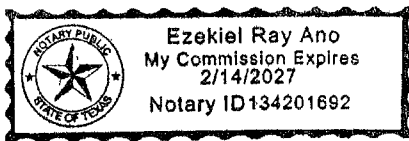


[Signature]
NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF Montgomery

The foregoing instrument was acknowledged before me on this 22nd day of October, 2024 by Jody Czajkoski, manager of MHW Willow Creek Plaza LLC, as general partner for Willow Creek Plaza, LP, a Texas limited partnership, on behalf of said partnership.

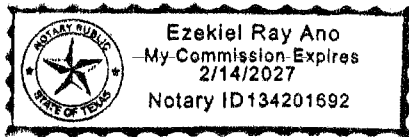


[Signature]
NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF Harris

The foregoing instrument was acknowledged before me on this 22nd day of October, 2024 by Jonathan Sellers, manager of MHW Willow Creek Plaza LLC, as general partner for Willow Creek Plaza, LP, a Texas limited partnership, on behalf of said partnership.

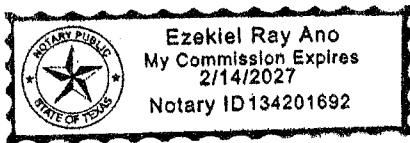


[Signature]
NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF Montgomery

The foregoing instrument was acknowledged before me on this 22nd day of October, 2024 by Mitchell D. Oxman, manager of MHW Willow Creek Plaza LLC, as general partner for Willow Creek Plaza, LP, a Texas limited partnership, on behalf of said partnership.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

Field Notes for a 8.053 acre tract of land, out of a 14.2194 acre tract of land described under Harris County Clerk's File Number S391992, Exhibit "D", situated in the East one-half (1/2) of the William Hurd Survey, Abstract 377, Harris County. Bearings are based on the North line of the said 14.2194 acre tract of land South 89°42'00" East. The said 8.053 acre tract of land being more fully described as follows:

COMMENCING: At a set 3/4 inch iron rod with plastic cap in the South right-of-way line of FM 2920, based on 120' width, said rod marking the Northwest corner of said 14.2194 acre tract of land, from which a found 1/2 inch iron bears South 00°30'22" West, a distance of 0.85 feet;

THENCE: South 89°42'00" East, with the said South right-of-way line and the North line of the said 14.2194 acre tract of land, a distance of 834.47 feet to a set 3/4 inch iron rod with plastic cap for the Northwest corner of the herein described tract and the PLACE OF BEGINNING;

THENCE: Continuing South 89°42'00" East, with the said South right-of-way line and the North line of the said 14.2194 acre tract of land, a distance of 1680.78 feet to a found 3/4 inch iron rod for the beginning of a curve from which a found 1/2 inch iron rod bears North 77°18'07" East, a distance of 7.02 feet;

THENCE: A distance of 17.88 feet along the arc of a curve to the left (Delta angle= 00°41'11", Radius=1492.40 feet, Chord=North 89°57'25" East, a distance of 17.88 feet, with the said South right-of-way line and the North line of the said 14.2194 acre tract of land, to a set 3/4 inch iron rod with plastic cap for the Northeast corner of the herein described tract from which a found inch iron rod bears North 87°46'59" East, a distance of 41.01 feet;

THENCE: South 00°18'00" West, departing said right-of-way line, a distance of 208.82 feet to a set 3/4 inch iron rod with plastic cap for the Southeast corner of the herein described tract in the North line of a 113.2797 acre tract of land described under said Harris County Clerk's File Number S391992, Exhibit "A", Tract One and the South line of the said 14.2194 acre tract of land;

THENCE: North 89°42'00" West, with the North line of the said 113.2797 acre tract and the South line of the said 14.2194 acre tract of land, a distance of 1680.78 feet to a set 3/4 inch iron rod with plastic cap for the Southwest corner of the herein described tract;

THENCE: North 00°18'00" East, a distance of 208.71 feet, to the PLACE OF BEGINNING, containing 8.053 acres of land.

LIMITED PARTNERSHIP AGREEMENT

OF

WILLOW CREEK PLAZA, LP

Dated as of _____, 2018

THE LIMITED PARTNERSHIP INTERESTS THAT ARE THE SUBJECT OF THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THE INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, TRANSFERRED, OR OTHERWISE DISPOSED OF UNTIL THE HOLDER THEREOF PROVIDES EVIDENCE SATISFACTORY TO THE GENERAL PARTNER (WHICH, IN THE DISCRETION OF THE GENERAL PARTNER, MAY INCLUDE AN OPINION OF COUNSEL SATISFACTORY TO THE GENERAL PARTNER) THAT SUCH OFFER, SALE, PLEDGE, TRANSFER, OR OTHER DISPOSITION WILL NOT VIOLATE APPLICABLE FEDERAL OR STATE SECURITIES LAWS.

THE PARTNERSHIP INTERESTS THAT ARE THE SUBJECT OF THIS AGREEMENT ARE SUBJECT TO RESTRICTIONS ON THE TRANSFER, SALE, PLEDGE, OR OTHER DISPOSITION AS SET FORTH IN ARTICLE 10 OF THIS AGREEMENT.

**LIMITED PARTNERSHIP AGREEMENT
OF
WILLOW CREEK PLAZA, LP**

THIS LIMITED PARTNERSHIP AGREEMENT (this "Agreement") is made and entered into as of MARCH 14, 2018, by and between MHW WILLOW CREEK PLAZA, LLC, a Texas limited liability company, as general partner (the "General Partner"), and the persons or entities named as limited partners on Exhibit A (each a "Limited Partner", and together, the "Limited Partners") (the General Partner and the Limited Partners being sometimes referred to, collectively, herein as the "Partners"), in accordance with the provisions of the Texas Business Organizations Code (the "Act").

WITNESSETH:

WHEREAS, the Partnership is being formed for the purposes set forth in Section 3.1 hereof, including (i) acquisition of the Land (as defined below) and (ii) the construction thereon of the Project (as defined below); and

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the Partners hereby agree as follows:

**ARTICLE I
ORGANIZATION**

- 1.1 Formation of Limited Partnership. The Partners do hereby form and establish a limited partnership (the "Partnership") under and pursuant to the Act, subject to the terms and provisions of this Agreement.
- 1.2 Name. The name of the Partnership shall be "WILLOW CREEK PLAZA, LP".
- 1.3 Principal Office of the Partnership. The principal office and place of business of the Partnership shall be located at the location designated in the Certificate of Formation. The business of the Partnership may also be conducted at such other or additional place or places as the Partners may from time to time determine.
- 1.4 Name and Business Address of Each Partner. The names and business addresses of the Partners are set forth on Exhibit A.
- 1.5 Registered Office and Registered Agent. The Partnership's registered office and agent for service of process in the State of Texas shall be as set forth on the Certificate. The General Partner may change the Partnership's registered agent or registered office or both, at any time, in accordance with the Act.

**ARTICLE II
DEFINITIONS**

When used in this Agreement, the following terms shall have the meanings set forth below:

- 2.1 Affiliate. “Affiliate” means, with respect to any Person or Entity (the “specified Person or Entity”), (a) another Person or Entity that controls, is controlled by or is under common control with the specified Person or Entity (for the purposes of the foregoing clause (a), a Person or Entity is presumed to control any Person or Entity of which it owns fifty percent (50%) or more of the outstanding ownership interests in such other Person or Entity), and (b) another Person or Entity in which an officer, director, partner or member of the specified Person or Entity is an officer, director, partner or member of such other Person or Entity.
- 2.2 Allocation Year. “Allocation Year” means (i) the period beginning on the Effective Date of this agreement and ending on December 31, 2018, (ii) any subsequent period beginning on January 1 and ending on the following December 31, or (iii) any portion of the periods described in clauses (i) or (ii) for which Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction.
- 2.3 Annual Budget. “Annual Budget” is defined in Section 8.4(c).
- 2.4 Approved Person. “Approved Person” means a Person approved by the General Partner in its reasonable discretion to whom a Limited Partner may be permitted to Transfer its interest in the Partnership pursuant to Section 10.2.
- 2.5 Bona Fide Offer. “Bona Fide Offer” means a written offer from a third party for the purchase of a Partner’s Capital Percentage from the Partner or the Project from the Partnership containing (i) the aggregate amount of cash and non-monetary consideration to be paid by the prospective acquiror; (ii) the name and address of the prospective acquiror and of any Person(s) controlling the prospective acquiror; (iii) sufficient detail concerning any non-monetary portion of the consideration offered by the proposed acquiror in the offer in order that the other Partners may reasonably determine the fair market value of any such non-monetary consideration; (iv) a statement by the Disposing Partner of its good faith valuation of any such non-monetary consideration and its statement therein of such value shall be its representation that the value ascribed by it was calculated in good faith; (v) a list of any contingencies to closing of the offer with such closing to occur no later than ninety (90) days from the date of the offer, it being understood that any financing contingency shall cause the offer to not constitute an offer that may trigger a transaction under this Article X; (vi) copies of any available proposed transaction documents; and (vii) reasonable evidence of the prospective acquiror’s net worth and ability to close pursuant to the terms of the offer.
- 2.6 Change of Control. “Change of Control” means any direct or indirect transfer, sale, assignment, encumbrance, mortgage, transfer, conveyance, gift, exchange or other disposition of more than fifty percent (50%) of the equity or voting interests of a Partner or of any Entity which directly or indirectly owns more than fifty percent (50%) of the equity or voting interests of a Partner.
- 2.7 Capital Contributions. “Capital Contributions” means the aggregate amount of cash contributed to the capital of the Partnership by a Partner or all Partners, as the case may be pursuant to Section 5.1.

- 2.8 Capital Percentages. “Capital Percentage” represents a Partner’s interest in the Partnership and means with respect to each Partner, a percentage equal to (x) one hundred percent (100.0%), multiplied by (y) a fraction, the numerator of which shall be equal to such Partner’s Capital Contributions actually made by such Partner, and the denominator of which shall be equal to the aggregate amount of Capital Contributions made by all Partners.
- 2.9 Cash from Operations. “Cash from Operations” means, with respect to any Fiscal Year or portion thereof, the revenues received by the Partnership (on the cash basis of accounting) from operations of the Project, less the following:
- (a) amounts disbursed or to be disbursed during such Fiscal Year, or portion thereof, in payment of all expenses in operating the Partnership and in owning and operating the Project;
 - (b) amounts disbursed or to be disbursed during such Fiscal Year, or portion thereof, to creditors of the Partnership for debt service, debt principal reduction and repayment obligations (including, without limitation, Construction Loans, Third Party Loans, Partner Loans and Contribution Loans); and
 - (c) as determined by the General Partner, reserves for amounts owing, anticipated to become owing or contingent obligations of the Partnership, including, but not limited to, expenses in owning and operating the Project, costs in connection with the development and construction of the Project, repairs and improvements to the Project, debt principal reductions, taxes resulting from operating the Partnership and in owning the Project, other contingencies, and working capital.
- 2.10 Cash from Refinancing. “Cash from Refinancing” means any surplus cash proceeds received by the Partnership from any loan secured by the Project or by other assets of the Partnership (excluding disbursements advanced pursuant to draw requests by the Partnership under any Construction Loans), less the following:
- (a) expenses of the Partnership incident to such refinancing, including the cost of retiring any existing loan or secured indebtedness in accordance with its terms;
 - (b) amounts disbursed or to be disbursed to creditors of the Partnership for debt service, debt principal reduction and repayment obligations (including, without limitation, Construction Loans, Third Party Loans, Partner Loans and Contribution Loans) and;
 - (c) as determined by the General Partner, reserves for amounts owing, anticipated to become owing or contingent obligations of the Partnership, including, but not limited to, expenses in owning and operating the Project, costs in connection with the development and construction of the Project, repairs and improvements to the Project, debt principal reductions, taxes resulting from operating the Partnership and in owning the Project, other contingencies, and working capital.
- 2.11 Cash from Sale. “Cash from Sale” means the cash realized by the Partnership from a sale or other disposition of all or any part of the Project or other assets of the Partnership.

including net cash realized from insurance proceeds or condemnation awards to the extent not reinvested in Partnership property, less the following:

- (a) the costs and expenses of any such sale or other disposition;
 - (b) amounts used to pay creditors and sums due under mortgages or loans, contracts, agreements and other obligations of the Partnership, including, without limitation, Construction Loans, Third Party Loans, Partner Loans and Contribution Loans; and
 - (c) as determined by the General Partner, reserves for amounts owing, anticipated to become owing or contingent obligations of the Partnership, including, but not limited to, expenses in owning and operating the Project, costs in connection with the development and construction of the Project, repairs and improvements to the Project, debt principal reductions, taxes resulting from operating the Partnership and in owning the Project, other contingencies, and working capital.
- 2.12 Code. “Code” means, at any time, the Internal Revenue Code of 1986, as amended, or, from and after the date any successor statute becomes, by its terms, applicable to the Partnership, such successor statute, in each case as amended at such time by amendments that are, at that time, applicable to the Partnership. All references to sections of the Code include any corresponding provision or provisions of any such successor statute.
- 2.13 Construction Loans. “Construction Loans” means any loan or loans obtained by the Partnership to be used in (i) the acquisition of the Land and/or (ii) the construction of the Project.
- 2.14 Contribution Loan. “Contribution Loan” is defined in Section 5.6.
- 2.15 Development Budget. “Development Budget” means the budget for the costs necessary for the acquisition, construction and development of the Project, a preliminary copy of which is attached hereto as Exhibit C and by reference made a part hereof and which the Partners have approved. General Partner shall have the right from time to time to make revisions to the Development Budget that in the reasonable judgment of General Partner are necessary for the acquisition, construction or development of the Project. Any revised Development Budget for acquisition, construction and development of the Project prepared by General Partner and furnished to the Limited Partner shall thereafter constitute the “Development Budget,” as that term is used in this Agreement until such time as a further revised Development Budget is prepared by General Partner. In the event of a revision to the Development Budget by the General Partner resulting in a change to the “Total Development Costs” line item, a copy of such revised Development Budget shall be furnished to each of the Limited Partners. In addition, in the event of a revision to the Development Budget by the General Partner resulting in a change to the “Total Development Costs” of more than ten percent (10%), then no such change shall be effective unless and until the General Partner has obtained the written approval of each Limited Partner to such change.

- 2.16 Depreciation. “Depreciation” means, for each Fiscal Year or other period, an amount equal to depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation will be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis, provided that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.
- 2.17 “Entity” means any foreign or domestic general partnership, limited partnership, limited liability company, corporation, joint enterprise, trust, business trust, employee benefit plan, cooperative or association.
- 2.18 Event of Default. “Event of Default” is defined in Section 11.1.
- 2.19 Excess Capital Account Deficit. “Excess Capital Account Deficit” means, for any Partner, the excess of (x) the deficit balance in the Capital Account of such Partner (after giving effect to adjustments, allocations or distributions described in clauses (4), (5) and (6) of Treasury Regulations Section 1.704-1(b)(2)(ii)(d)), over (y) the sum of (i) the amount of the Capital Account deficit which such Partner is obligated to restore, (ii) such Partner’s allocable share of Minimum Gain and (iii) such Partner’s allocable share of Partner Minimum Gain. The foregoing definition of Excess Capital Account Deficit is intended to comply with Treasury Regulations Sections 1.704-1(b)(2)(ii)(d), 1.704-2(g)(1) and 1.704-2(i)(5) and shall be interpreted consistently therewith.
- 2.20 Fiscal Year. Fiscal Year means the Partnership’s fiscal year ending on December 31 of each year.
- 2.21 Gross Asset Value. “Gross Asset Value,” with respect to any asset, means the asset’s adjusted basis for federal income tax purposes, except as follows:
- (a) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership in connection with the execution and delivery of this Agreement and the initial Gross Asset Value of any other asset contributed by a Person to the Partnership will be the gross fair market value of such asset, as determined by the contributing Person and the General Partner.
 - (b) The Gross Asset Values of all Partnership assets will be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (i) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution; (ii) the distribution by the Partnership to a Partner of more than a *de minimis* amount of property as consideration for an interest in the Partnership; (iii) the liquidation of the Partnership within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations; or (iv) a grant of an interest in the Partnership as

consideration for the provision of services to or for the benefit of the Partnership; provided, however, that the adjustments pursuant to clauses (i) and (ii) above will only be made if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership.

- (c) The Gross Asset Value of any Partnership asset distributed to any Partner will be adjusted to equal the gross fair market value of such asset, as determined by the General Partner, on the date of the distribution.
- (d) The Gross Asset Value of an asset shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such asset pursuant to Code Sections 732, 734 or 743, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Value shall not be adjusted pursuant to this provision to the extent the Partners determine that an adjustment pursuant to subparagraph (b) above is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to this definition, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profit and Net Loss.

- 2.22 Land. "Land" means that certain tract of land described in Exhibit B hereto and all currently existing easements, rights-of-way and other appurtenances thereto.
- 2.23 Minimum Gain. "Minimum Gain" and each Partner's allocable share thereof shall mean the amounts computed from time to time under Treasury Regulations Sections 1.704-2(d) and 1.704-2(g)(2) or any regulations issued in replacement thereof.
- 2.24 Net Profit or Net Loss. "Net Profit" or "Net Loss" means, for each Fiscal Year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (and, for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:
 - (a) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Net Profit or Net Loss pursuant to this definition shall be added;
 - (b) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(1), and not otherwise taken into account in computing Net Profit or Net Loss pursuant to this definition, shall be subtracted;

- (c) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to subparagraphs (b) or (d) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profit or Net Loss;
- (d) Gain or loss resulting from any disposition of Partnership property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;
- (e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with this Agreement; and
- (f) Notwithstanding any other provisions of this definition, any items which are specially allocated pursuant to this Agreement shall not be taken into account in computing Net Profit or Net Loss.

If the Partnership's taxable income or loss for a Fiscal Year or other period, as adjusted in the manner provided above, is a positive amount, such amount shall be the Partnership's Net Profit for such year or period; and if negative, such amount shall be the Partnership's Net Loss for such year or period.

- 2.25 Nonrecourse Deductions. "Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b) of the Treasury Regulations. The amount of Nonrecourse Deductions for a Partnership Fiscal Year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that Fiscal Year over the aggregate amount of any distributions during that Fiscal Year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Section 1.704-2(c) of the Treasury Regulations. The Nonrecourse Deductions of a year shall consist first of depreciation with respect to each item of Partnership property to the extent of the increase in Partnership Minimum Gain attributable to nonrecourse liabilities of the Partnership secured by such Partnership property, with the remainder of any Nonrecourse Deductions made up of a pro rata portion of the Partnership's other items of loss.
- 2.26 Nonrecourse Liability. "Nonrecourse Liability" has the meaning set forth in Section 1.752-1(a)(2) of the Treasury Regulations.
- 2.27 Partner. "Partner" shall mean each Limited Partner and the General Partner, as the case may be.
- 2.28 Partner Loans. "Partner Loans" shall have the meaning set forth in Section 5.2(b).
- 2.29 Partner Minimum Gain. "Partner Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result

if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i) of the Treasury Regulations.

- 2.30 Partner Nonrecourse Debt. "Partner Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations.
- 2.31 Partner Nonrecourse Deductions. "Partner Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership Fiscal Year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that Fiscal Year over the aggregate amount of any distributions during that Fiscal Year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Treasury Regulations.
- 2.32 Person. "Person" means any individual or Entity, and any heir, executor, administrator, legal representative, successor or assign of such "Person" where the context so admits.
- 2.33 Presumed Tax Liability. "Presumed Tax Liability" of each Partner means, for each year, an amount equal the product of (a) the capital gain rate or ordinary income rate applicable to the cumulative amount of net income allocated to such Partner for the prior tax year, and (b) the cumulative amount of net income allocated to such Partner for the prior tax year.
- 2.34 Project. "Project" means the land and improvements to be constructed as shown in Exhibit D.
- 2.35 Required Consent. "Required Consent" means the written consent of the majority of Managers of MHW Willow Creek Plaza, LLC.
- 2.36 Stabilized. "Stabilized" means any date on which the Project is over fifty percent (50%) occupied with tenants paying rent in accordance with written leases.
- 2.37 "Treasury Regulations" or "Regulations" means, at any time, the federal income tax regulations promulgated under the Code that are in effect at such time and that, by their terms, are applicable to the Partnership at such time. All references to sections of the Treasury Regulations include any corresponding provision or provisions of any such successor regulations.
- 2.38 Unrecovered Contribution Account. "Unrecovered Contribution Account" means with respect to any Partner, the initial capital contribution of such Partner, if any, increased by any additional capital contributions made by such Partner and decreased by the amount of any cash distributions received by such Partner.

ARTICLE III
PURPOSES AND POWERS OF PARTNERSHIP

3.1 Purposes. The purposes of the Partnership shall be:

- (a) The purchase of the Land and development of the Project.
- (b) For the General Partner to obtain construction financing for the importation of site improvements, utilities and other master plan related constructions. Such financing shall be non-recourse to the Limited Partners.
- (c) To construct the Project and to hold for development and, eventually, sell the same, directly or indirectly.
- (d) To exercise all powers necessary to or reasonably connected with the Partnership's business, which may be legally exercised by a limited partnership under the Act.
- (e) To conduct such other activities as may be necessary, advisable or convenient to the promotion or conduct of the business of the Partnership.

3.2 Powers. Subject to Section 8.3, in furtherance of the foregoing purposes, the Partnership shall have the power and authority to:

- (a) acquire real or personal property or any interest therein and enter into contracts for the development and construction of the Project;
- (b) borrow money and, as security therefor, mortgage, pledge or grant a security interest in all or any part of its property, obtain any replacement of any such mortgage or mortgages, prepay in whole or in part, refinance, recast, increase, or modify any mortgages or security affecting its property, all for terms that may extend beyond the duration of the Partnership;
- (c) sell, assign, or convey all or any part of its property or assets;
- (d) lease all or any part of its property or assets;
- (e) enter into contracts related to the Project (which may be with Affiliates), including, without limitation, to acquire, develop, construct, operate, lease, repair and maintain the same upon any real property that may belong to the Partnership, or the construction of additional improvements thereon and to employ such persons, firms or companies in connection therewith on such terms and for such compensation as the General Partner shall determine; the General Partner is specifically permitted to enter into agreements with the MHW Affiliates;
- (f) retain counsel, accountants, financial advisers, and other professional personnel; and

- (g) engage in such other activities and incur such other expenses as may be necessary or appropriate for the furtherance of the Partnership's purposes, and execute, acknowledge, and deliver any and all instruments necessary to the foregoing.

ARTICLE IV TERM

- 4.1 Term. The term of the Partnership shall commence upon the date of the filing of the Partnership's Certificate of Formation and shall continue in perpetuity, unless the Partnership is sooner wound up under Section 12.1 hereof.

ARTICLE V CAPITAL CONTRIBUTIONS BY THE PARTNERS

- 5.1 Initial Capital Contributions. Upon the execution of this Agreement, the Limited Partners shall each be required to make capital contributions to the Partnership in such amounts as are set forth on **Exhibit "A"**, and the Capital Accounts and Unrecovered Contribution Accounts of the Partners shall be credited by the amount of any such contributions at the time same are made pursuant to this Section 5.1.
- 5.2 Additional Capital Contributions. If the General Partner, in its reasonable good faith discretion, determines after taking into account the capital contributions required to be made pursuant to Section 5.1 and available cash flow, that the Partnership is, or is expected to be, unable to pay its cash obligations as they come due, and, therefore, has an actual or projected cash flow deficit, the General Partner shall give written notice of such actual or projected cash flow deficit to the other Partners, which shall summarize with reasonable particularity the Partnership's actual and projected cash obligations, cash on hand, and projected sources and amounts of future cash flow, and which shall specify a contribution date ("Contribution Date") (which shall not be less than 10 business days following the giving of such notice) upon which each Partner shall be obligated to contribute to the capital of the Partnership, in cash, such Partner's Percentage Interest (as of the Contribution Date) of such cash flow deficit. The obligations of each Partner to make an additional Capital Contribution which is required and authorized in the manner herein prescribed shall be a non-recourse obligations which is enforceable only against the Partnership Interest of the Partner failing to make such additional Capital Contribution as provided below.
- 5.3 Remedies on Default. If a Partner ("Defaulting Partner") fails to make all or any portion of the capital contributions required to be made by such Partner pursuant to Sections 5.1 and/or 5.2 on or before the due date thereof ("Delinquent Contribution"), and provided that one or more of the other Partners ("Contributing Partners") have contributed to the capital of the Partnership all of the capital contributions required as of such date to be made by such Partners, if any, pursuant to Sections 5.1 and/or 5.2, then such Contributing Partners may exercise one of the following options:

- (a) The Contributing Partners may advance to the Partnership, in cash within 10 days following the Contribution Date, pro rata to the Percentage Interests of the Contributing Partners electing to so advance (or as such Contributing Partners otherwise

agree), all or any portion of the Delinquent Contribution, and such advance shall be treated as a loan by the Contributing Partners to the Defaulting Partner ("Contribution Loan"), bearing interest at the lesser of the Default Rate, or the maximum rate then permitted by law for such loans, and due and payable, in full, 6 months from the date advanced and thereafter on demand. Notwithstanding the provisions of Article V and Section 9.3, until such loan (and interest thereon) is paid in full, the Defaulting Partner shall draw no further distributions from the Partnership and all cash or property otherwise distributable with respect to the Partnership Interest of such Defaulting Partner under this Agreement shall be distributed to the Contributing Partners as a reduction of the amount of such loan, with such cash or property being applied first to reduce any interest accrued on such loan and then to reduce the principal amount of such loan.

(b) The Contributing Partners may advance to the Partnership, in cash within 10 days following the Contribution Date, pro rata to the Percentage Interests of the Contributing Partners electing to so advance (or as such Contributing Partners otherwise agree), all or any portion of the Delinquent Contribution, and such advance shall be treated as additional capital of the Partnership (the "Default Contribution"), whereupon (i) such Contributing Partner's Unrecovered Contribution Account and Capital Account shall each be credited in an amount equal to the principal amount of the Default Contribution, and (ii) the Percentage Interest of the Defaulting Partner shall be decreased and the Percentage Interest of the Contributing Partner shall be increased accordingly.

5.4 Partner Loans and Affiliate Loans.

(a) In the event the Partnership from time to time or at any time requires funds in excess of the then existing Capital Contributions, the proceeds of Construction Loans, Third Party Loans, prior Partner Loans, prior Contribution Loans, prior Affiliate Loans and revenues, that in the sole and absolute judgment of the General Partner are necessary to provide for the payment of the Partnership's actual or anticipated expenses or capital expenditures or to otherwise enable the Partnership to cause the Project to be developed, constructed, maintained, operated, leased and owned or any of the assets of the Partnership to be properly operated and maintained and to discharge Partnership debt, including, without limitation, any renewal, repayment, refinancing, restructuring or extending of any Partnership debt, then the General Partner may notify the Partners (or an Affiliate of a Partner) of the need for additional funds (a "Funding Request") pursuant to this Section 5.2 (collectively, the "Partner Loan Amounts"), which notice and request for such Partner Loan Amounts must include a statement in reasonable detail of the proposed uses of the Partner Loan Amounts and a date (the "Funding Date") by which the Partner Loan Amounts will be required. Any requests for Partner Loan Amounts made to all of the Partners must be made to the General Partner and the Limited Partners in accordance with their respective Capital Percentages as among themselves at the time of each such request. No Partner shall be obligated to fund all or any portion of any Partner Loan Amounts requested of such Partner pursuant to this Section 5.2.

(b) All Partner Loan Amounts actually funded shall be "Partner Loans." Any Affiliate of a Partner may fund a Partner Loan Amount (in such case, an "Affiliate

Loan"); provided, however, that such Affiliate shall not be a Partner of the Partnership by virtue of funding such Partner Loan Amount. Any Partner Loan Amount funded by an Affiliate of a Partner shall be referred to herein as a Partner Loan. Each Partner Loan shall bear cumulative interest at a rate selected by the General Partner for the period commencing on the date such Partner Loan is funded until the date on which the Partner Loan's outstanding balance is reduced to zero; provided that such rate shall be (i) no less than the applicable federal short-term rate, compounded semi-annually, in effect as of the date of such Partner Loan as promulgated by the United States Department of Treasury, and (ii) no greater than fifteen percent (15%) per annum with no compounding. Partner Loans shall not be considered Capital Contributions unless all Partners elect to fund such Partner Loans in accordance with their respective Capital Percentages. In such case, such Partner Loans actually funded by all Partners may be considered Capital Contributions if so determined in the sole discretion of the General Partner within thirty (30) days after the funding of such Partner Loans.

- (c) If as of the close of business on the Funding Date any Limited Partner or the General Partner does not fund the entirety of such Partner's proportionate share of the Partner Loan Amounts requested (the "Nonfunding Partners", whether one or more), then each Partner other than a Nonfunding Partner and any Affiliate of each such Partner (the "Funding Persons") shall have the option, but not the obligation, to fund as a Partner Loan the amount a Nonfunding Partner declined to loan to the Partnership. If there is more than one Funding Person, such Funding Persons may loan such amounts to the Partnership in such proportions as they may agree, and failing any such agreement, in relative proportion to their then-existing Capital Percentages (determined in the case of any Affiliate with reference to the Capital Percentage of the Partner of which the Affiliate is an Affiliate).
- (d) Any payment of principal or interest by the General Partner or any Affiliate of the General Partner under a guaranty of the Partnership's indebtedness or to or for its benefit shall not constitute a Capital Contribution but shall instead constitute a Partner Loan in the amount of such payment by the General Partner or its Affiliate, as determined by the General Partner in its sole discretion.

5.5 Third Party Loans. In the event that the Partnership from time to time or at any time requires funds in excess of the then existing Capital Contributions, the proceeds of Construction Loans, existing Third Party Loans, prior Partner Loans, prior Contribution Loans, prior Affiliate Loans and revenues, that in the sole and absolute judgment of the General Partner are necessary to provide for the payment of the Partnership's actual or anticipated expenses or capital expenditures or to otherwise enable the Partnership to cause the Project to be developed, constructed, maintained, operated, leased and owned or any of the assets of the Partnership to be properly operated and maintained and to discharge Partnership debt, including, without limitation, any renewal, repayment, refinancing, restructuring or the extending of any loan of the Partnership, and regardless of whether Partner Loan Amounts have been called pursuant to Section 5.4, the General Partner shall be authorized, at any time and from time to time, to cause the Partnership to

borrow additional funds from any Person, including, without limitation, any Affiliate or any financial institution, as shall in the judgment of the General Partner be sufficient for such purposes and upon such terms as the General Partner may deem advisable, including, without limitation, the admission of a partner to the Partnership and otherwise amending this Agreement to incorporate or change any terms herein necessary for purposes of obtaining such third party loans (any such loan being referred to herein as a "Third Party Loan").

- 5.6 Partner Liability for Contributions. Except as provided in this Article V and as otherwise provided by law with respect to third-party creditors, no Partner shall be obligated to advance or contribute any funds to the Partnership, or to incur any cost, expense, or obligation, in order to preserve or protect the Partnership's properties and assets, or to cover operating deficits of the Partnership, or of any limited liability company, partnership or joint venture in which the Partnership directly or indirectly owns an interest.
- 5.7 Withdrawal and Return of Contributions: Interest on Contributions. No Partner shall have the right to demand the return of or otherwise withdraw its Capital Contribution or to receive any funds or property of the Partnership except as specifically provided in this Agreement. No Partner shall have the right to demand and receive property other than cash in return for its Capital Contribution. No Partner shall be entitled to interest on its Capital Contribution except as specifically provided in this Agreement. No Partner shall have any personal liability for the repayment of any other Partner's Capital Contribution.
- 5.8 Contribution Loans. The General Partner may elect under this Section 5.8 to loan funds to the Partnership or to cause such loan to be made by an Affiliate of the General Partner (any such loan by the General Partner or an Affiliate thereof is herein called a "Contribution Loan"). Each Contribution Loan shall accrue interest on unpaid principal at a rate per annum equal to the lesser of (i) 3.0% above the prime rate of interest as published in *The Wall Street Journal* as it changes from time to time, (ii) 7.0% and (iii) the maximum non-usurious rate allowed by applicable law. Each Contribution Loan shall be payable to the extent of Partnership funds available, prior to any distributions to Partners, and be senior to Partner Loans.

ARTICLE VI INCOME TAX ALLOCATION OF NET PROFITS AND NET LOSSES

- 6.1 Allocation of Net Profits and Net Losses from Operations, Refinancing or Sale. After giving effect to the allocations set forth in Section 6.2 below for any Allocation Year (including a year of liquidation of the Partnership), Net Profits and Losses shall be allocated among the Partners in a manner so as to produce Capital Account balances for the Partners at the end of each Allocation Year (including a year of liquidation of the Partnership) such that the Capital Account balances of the Partners are (as of the end of such Allocation Year, after reflecting allocations of other Capital Account items for the Allocation Year, including gain or loss from the sale of the Property) as closely as possible proportional to the excess, if any, of (i) the amounts that would be distributed to the respective Partners if, at the end of such Allocation Year, the Partnership were dissolved and its affairs wound up, its assets were sold for cash in amounts equal to their

respective Gross Asset Values, all liabilities of the Partnership were satisfied in accordance with their terms (limited, with respect to any Nonrecourse Liabilities, to the Gross Asset Values of the assets securing each such liability), and the remaining assets of the Company were distributed to the Partners in accordance with the rights and priorities set forth in Section 12.2, over (ii) the Partners' respective shares of Minimum Gain and Partner Nonrecourse Minimum Gain.

6.2 Other Allocations. The following allocations shall be made in the order set forth below:

- (a) Notwithstanding any other provision of this Article VI, each Partner shall be specially allocated items of Partnership income and gain in compliance with and to the extent required by the minimum gain chargeback provisions of Treasury Regulations Sections 1.704-2(f) and 1.704-2(i)(4).
- (b) In the event any Partner unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations Section § 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Partnership income and gain (consisting of a pro rata portion of each item of Partnership income, including gross income, and gain for such year) shall be specially allocated to any such Partner in an amount and manner sufficient to eliminate, to the extent required by Treasury Regulations Section 1.704-1(b)(2), any deficit balance in such Partner's Capital Account as quickly as possible.
- (c) All Nonrecourse Deductions shall be allocated among the Partners in the same manner provided for allocation of deductions and losses in Section 6.1 above. Partner Nonrecourse Deductions for any taxable year shall be allocated among the Partners in accordance with Treasury Regulation Section 1.704-2(i)(1).
- (d) Net Losses allocable under Section 6.1(b) shall not be allocated to a Partner if and to the extent such allocation would result in such Partner having an Excess Capital Account Deficit. Any item of Net Losses not allocated to a Partner by reason of the immediately preceding sentence shall be reallocated to the other Partners proportionately in accordance with their Capital Percentages to the extent such allocation would not cause any other Partner to have an Excess Capital Account Deficit but, to the extent that the reallocation of such item would cause every Partner to have an Excess Capital Account Deficit, such item shall be reallocated in a manner consistent with the provisions of Treasury Regulations Section 1.704-1 and 1.704-2.
- (e) The allocations set forth in Sections 6.2(a) through 6.2(d) (the "Regulatory Allocations") are intended to comply with certain requirements of Treasury Regulations Section 1.704-1(b). Notwithstanding any other provision of this Article VI (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other profits, losses and items of income, gain, deduction and loss among the Partners so that, to the extent possible, the net amount of such allocations of other profits, losses and other items and the Regulatory Allocations to each Partner shall be equal to the net amount that

would have been allocated to each such Partner if the Regulatory Allocations had not occurred.

- 6.3 Modification. The Partners intend that the provisions in Article VI and elsewhere in this Agreement providing for the distribution of Cash from Operations, the proceeds of a sale or refinancing of the Partnership's property, and all other distributions from the Partnership will govern the economic relations among the Partners, and have designed the allocations of profits and losses in this Article VI so that such allocations will have substantial economic effect under Section 704(b) of the Code and support the desired distributions to the Partners. To the extent such allocations of profits and losses are inconsistent with such objective, the Partners agree to amend this Article VI so that the allocation of profits and losses (including items of income, gain, deduction or loss) will be consistent with the distributions provided for in this Agreement.
- 6.4 Capital Accounts. A Capital Account shall be maintained in the books and records of the Partnership for each Partner. The Capital Account of each Partner shall be increased by (i) the amount of cash contributed by it to the Partnership, (ii) the fair market value of property contributed by it to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Section 752 of the Code), and (iii) allocations to it of Partnership income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treasury Regulations Section 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treasury Regulations Section 1.704-1(b)(4)(i); and decreased by (iv) the amount of cash distributed to it by the Partnership, (v) the fair market value of property distributed to it by the Partnership (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Section 752 of the Code), (vi) allocations to it of expenditures of the Partnership described in Section 705(a)(2)(B) of the Code, and (vii) allocations of Partnership loss and deduction (or items thereof), including loss and deduction described in Treasury Regulations Section 1.704-1(b)(2)(iv)(g), but excluding items described in (vi) above and loss or deduction described in Treasury Regulations Section 1.704-1(b)(4)(i) or (b)(4)(iii); and otherwise adjusted in accordance with the additional rules set forth in Treasury Regulations Section 1.704-1(b)(2)(iv).
- 6.5 Contributed Property. In accordance with Section 704(c) of the Code and applicable Treasury Regulations, income, gain, loss and deduction with respect to any property contributed to the Partnership (or any predecessor thereto) shall, solely for tax purposes, be allocated between the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership (or any predecessor thereto) for federal income tax purposes and the fair market value of such property for federal income tax purposes at the time of contribution. In addition, in the event that any asset of the Partnership is revalued pursuant to the provisions of Section 704(b) of the Code and the Treasury Regulations thereunder, subsequent allocations of income, gain, loss and deduction for tax purposes with respect to such asset shall take account of any variation between the adjusted basis of such assets for federal income tax purposes and its adjusted value, in the same manner as under Section 704(c) of the Code and the applicable Treasury Regulations. Any elections or other decisions relating to such allocations shall be made by the General Partner with the approval of the Required Consent in any manner that reasonably reflects the purpose and intention of this Agreement.

ARTICLE VII
DISTRIBUTIONS

7.1 Cash from Operations. At the sole discretion of the General Partner, Cash from Operations may be distributed by the Partnership and shall be distributed to the Partners in the following order of priority:

- (a) to the Limited Partners in proportion to and to the extent of the excess of (i) each Limited Partner's aggregate Capital Contributions, over (ii) the aggregate amount distributed to each Limited Partner pursuant Sections 7.1 (a) and 7.2 (a);
- (b) thereafter, to the Partners in proportion to their respective Capital Percentages.

The General Partner may make distributions of Cash from Operations at such time or times as the General Partner shall determine, subject to any restrictions of the Partnership concerning Cash from Operations or distributions that may be imposed by the Partnership's obligations under loan agreements with its lenders.

7.2 Cash from Refinancing and Cash from Sale. At the sole discretion of the General Partner, Cash from Refinancing and Cash from Sale may be distributed by the Partnership and shall be distributed to the Partners in the following order of priority :

- (a) to the Limited Partners in proportion to and to the extent of the excess of (i) each Limited Partner's aggregate Capital Contributions, over (ii) the aggregate amount distributed to each Limited Partner pursuant Sections 7.1 (a) and 7.2 (a);
- (b) thereafter, to the Partners in proportion to their respective Capital Percentages.

The General Partner may make distributions of Cash from Refinancing and Cash from Sale at such time or times as the General Partner shall determine, subject to any restrictions that may be imposed by the Partnership's obligations under loan agreements with its lenders. The General Partner shall, within sixty-days (60) days after the close of escrow on the final sale of the Project, distribute the Cash from Sale to the Partners according to the aforementioned priority.

7.3 Tax Distributions. In addition to Section 7.1 and 7.2, if (a) net profits are allocated to a Partner under Section 6.1 for any year, and (b) the product of (x) cumulative allocated net profits of the Partnership to a Partner in a calendar year, multiplied by (y) the capital gain rate or ordinary income rate applicable to such allocated income, exceeds the cumulative amount of distributions to such Partner from the formation of the Partnership through the end of such calendar year, the Partnership shall make a distribution of cash to its Partners from available cash, as determined by the General Partner in its sole discretion, in an amount equal to such Partner's Presumed Tax Liability for such year at least fifteen (15) days before the due date of any filer estimated federal or state income tax payment, whichever is earlier, with respect to such net profits. All such distributions under this Section 7.3 shall be offset against the earliest future distributions to which a Partner is entitled under this Agreement.

ARTICLE VIII
GENERAL PARTNER/MANAGEMENT OF PARTNERSHIP

- 8.1 Management. Subject to the provisions of Section 8.3, the General Partner shall manage and control the affairs of the Partnership.
- 8.2 Powers of the General Partner. Subject to the provisions of Section 8.3 and the other terms and conditions of this Agreement, the General Partner as it deems appropriate or considers necessary shall have the exclusive authority to act on behalf of the Partnership in all matters respecting the operations of the Partnership and its property. Without limiting the generality of the foregoing, the General Partner is expressly authorized on behalf of the Partnership to:
- (a) perform any and all acts necessary or appropriate to the acquisition, development, construction, operation, leasing, financing, refinancing and sale of the Partnership's property as the General Partner deems necessary or appropriate;
 - (b) procure and maintain such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the General Partner;
 - (c) take and hold all property of the Partnership in the Partnership's name;
 - (d) coordinate all accounting and clerical functions of the Partnership that the General Partner considers necessary and appropriate and employ such accountants, attorneys, and other service personnel as the General Partner may from time to time consider necessary to carry on the business of the Partnership;
 - (e) open and close bank accounts in which all Partnership funds shall be deposited and from which payments shall be made, and invest any excess Partnership funds in savings accounts, government securities, money market funds or like investments as the General Partner deems appropriate;
 - (f) commence, prosecute and settle any litigation involving the Partnership or otherwise material to the assets and property of the Partnership; negotiate and execute any and all documents (including, but not limited to, notes, deeds of trust, mortgages and security agreements, and assignments of rents and leases and environmental indemnification agreements) necessary to consummate the funding and closing of any loan, purchase money or otherwise, including, without limitation, Partner Loans, Third Party Loans, Construction Loans, or any advance of funds in any way related to the Partnership's property and the operations of the Partnership; and
 - (g) pay any and all fees, invoices and commissions due in connection with the development and sale of the Project.
- 8.3 Restriction on Powers of the General Partner. In addition to the restriction contained in Section 2.16 hereinabove, the General Partner has no authority without the Required Consent:

- (a) to do any act which would make it impossible to carry on the ordinary business of the Partnership;
- (b) to confess judgment against the Partnership;
- (c) to possess Partnership property or assign the rights of the Partnership in specific Partnership property for other than Partnership purposes;
- (d) subject to Section 5.3, to amend, alter, or change this Agreement;
- (e) to merge or consolidate the Partnership with any other entity;

8.4 Duties of the General Partner. The General Partner may perform or cause to be performed all acts that the General Partner deems appropriate or considers necessary for the conduct of the Partnership's business, which shall include the overall management, the financial business planning and, without limitation of the foregoing, the following services:

- (a) Books, Records and Monthly Financial Statements. In order to conduct the business of the Partnership, and to keep the Partners informed, the General Partner shall keep, maintain and preserve all Partnership accounts, books, records and other relevant documents of the Partnership at the principal place of business of the Partnership and make available to the Limited Partners annual financial statements within ninety (90) days following the end of the Fiscal Year, upon written request from any Limited Partner. The General Partner shall keep and preserve the foregoing information during the term of the Partnership and for four (4) years thereafter.
- (b) Income Tax Returns. The General Partner, on behalf of the Partnership, shall file any and all income tax (state and federal) returns of the Partnership necessary to be filed and in such a manner as is consistent with the classification of the Partnership for income tax purposes of the United States. Each Limited Partner shall be furnished all information annually, after the close of the Partnership's tax year, or more often, as may be necessary to enable such Limited Partner to file all returns with any government having jurisdiction to levy taxes with respect to the income of the Partnership. The General Partner shall furnish such annual tax information not later than ninety (90) days after the end of the Fiscal Year unless an extension has been requested for the date of filing of such return, in which event the date by which the General Partner is to furnish such annual tax information shall be extended for a comparable period. The General Partner shall provide the Limited Partners with quarterly estimates of taxable income to permit the Limited Partners to pay any Federal, state and local taxes related thereto.
- (c) Annual Budget. For each year, the General Partner shall prepare and deliver to the Limited Partners an Annual Budget (the "Annual Budget") for the operations of the Project for the next Fiscal Year. Each Annual Budget will include a forecast of the following which are expected to be received or incurred during the Fiscal Year for the Project: (i) expenses, including costs, expenses and charges of

every kind and nature, (ii) revenue, including rates to be charged for leased space and reimbursements, (iii) cash flow, (iv) capital expenditures and (v) payments to reserve funds. If, at any time, the General Partner is of the opinion that expenditures in addition to those authorized under the then current Annual Budget will be necessary for such Fiscal Year, the General Partner shall have the right to submit to the Limited Partners a revised Annual Budget for the remainder of the Fiscal Year.

(d) Tax Controversies.

- (i) The General Partner shall designate a partnership representative (the "Partnership Representative") and the Partnership Representative will apply the provisions of subchapter C of Chapter 63 of the Code, as amended by the Bipartisan Budget Act of Act ("2015 Act") (or any successor rules thereto) with respect to any audit, imputed underpayment, other adjustment, or any such decision or action by the Internal Revenue Service (the "Service") with respect to the Partnership or the Partners for such taxable years, in the manner determined by the Partnership Representative. For the avoidance of doubt, the Partnership Representative may, with the approval of the General Partner, (a) elect to apply the rules in subchapter C of Chapter 63 of the Code, as amended by the 2015 Act, for taxable years prior to January 1, 2018, or (b) elect to apply Section 6221(b) (if applicable) or Section 6226 of the Code or elect to file an administrative adjustment pursuant to Section 6227 of the Code, in each case as amended by the 2015 Act and in the manner determined by the Partnership Representative. Notwithstanding the foregoing, if during any fiscal year or other allocation period the Partnership is eligible to elect out of the provisions of the 2015 Act, the General Partner may in its discretion require the Partnership Representative to make such an election on behalf of the Partnership.
- (ii) The Partnership Representative is authorized and required to represent the Partnership (at the expense of the Partnership) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner shall cooperate with the Partnership Representative, and do or refrain from doing any or all things reasonably required by the Partnership Representative to conduct such proceedings.
- (iii) Notwithstanding anything contained herein to the contrary, each Partner does hereby agree to indemnify and hold harmless the Partnership from and against any liability with respect to its share of any tax deficiency paid or payable by the Partnership that is allocable to the Partner (as reasonably determined by the General Partner) with respect to an audited or reviewed taxable year for which such Partner was a Partner of the Partnership (for the avoidance of doubt, including any applicable interest and penalties).

- (iv) Each Partner will provide such cooperation and assistance, including executing and filing forms or other statements and providing information about the Partner as is reasonably requested by the Partnership Representative, as applicable, to enable the Partnership to satisfy any applicable tax reporting or compliance requirements, to make any tax election to qualify for an exception from or reduced rate of tax or other tax benefit or be relieved of liability for any tax regardless of whether such requirement, tax benefit or tax liability existed on the date such Partner was admitted to the Partnership. If a Partner fails to provide any such forms, statements or other information requested by the Partnership Representative, such Partner will indemnify and hold harmless the Partnership for the share of any tax deficiency paid or payable by the Company due to such failure (as reasonably determined by the General Partner).
- (v) To the extent that any Partner does not indemnify or hold harmless the Partnership with respect to the liabilities described in Section 8.4(d)(iii) and Section 8.4(d)(iv), the General Partner shall have the authority in its discretion to offset such amounts by reducing the amount of cash or any other amounts owing to such Partner under this Agreement or otherwise until the entire amount of such liabilities has been recovered by the Partnership.
- (vi) The obligations set forth in this Section 8.4(d) will survive such Partner's ceasing to be a Partner of the Partnership and/or the termination, dissolution, liquidation and winding up of the Partnership.

8.5 Indemnity. Subject in all cases to the Act, the Partners shall be indemnified and held harmless by the Partnership from and against any and all claims, demands, liabilities, costs, damages and causes of action of any nature whatsoever (specifically including costs of litigation, attorneys' fees, and amounts paid in settlement of any such claims) arising out of or incidental to the Partner's management of the Partnership's affairs; provided that, except as provided in Section 5.8, no Partner shall have any liability to the Partnership or to any other Partner for any loss suffered by the Partnership which arises out of any action or inaction of the Partner, if such Partner, in good faith, determined that such course of conduct was in the best interest of the Partnership and such conduct did not constitute fraud, gross negligence or intentional misconduct of such Partner. No Partner shall be entitled to indemnification for any action that constitutes fraud, gross negligence, intentional misconduct of such Partner or a false representation under Section 5.7.

Any indemnity under this Section 8.5 shall be paid from, and only to the extent of, Partnership assets, and no Partner shall have any personal liability on account thereof.

8.6 Other Activities of Partners. Each Partner shall be free to engage in, to conduct or to participate in any business or activity whatsoever, including, without limitation, the acquisition, development, management, rental, sale and exploitation of real property, without any accountability, liability or obligation whatsoever to the Partnership or to any

other Partner, even if such business or activity competes with or is enhanced by the business of the Partnership.

- 8.7 Third Party Reliance upon Authority of General Partner. No person dealing with the General Partner shall be required to determine its authority to make any commitment or undertaking on behalf of the Partnership, nor to determine any fact or circumstance bearing upon the existence of its authority.
- 8.8 Management Fee, Developer's Fee, and Listing Agreement. In addition to fees set forth in the Development Budget or in any other agreement, the Partnership shall:
- (a) pay to CZXM, Series LLC an assignment fee, as shown in the Development Budget.
 - (b) pay to MHW Brokerage Services, LLC a builder delivery fee for the sale of all or part of the Project. Such fee shall not exceed \$100,000.00.

ARTICLE IX
LIMITED PARTNERS/MEETINGS OF PARTNERS

- 9.1 Limited Partners Shall Not Act; Limitation of Responsibility. Except as may otherwise be provided herein, the Limited Partners shall have no control over the management of the Partnership and shall have no power to transact any Partnership business. The Limited Partners shall not be personally liable for all or any part of the debts or other obligations of the Partnership. Except as set forth in Article VII and Article XII hereof, the Limited Partners shall not have any right to priority of distribution from the Partnership over any other Partner.
- 9.2 Limited Partner Rights. Each Limited Partner shall have the following special rights and privileges:
- (a) access at all reasonable times and at its own risk and expense to the Partnership's assets with the right to observe all operations thereon; and
 - (b) the right to inspect and audit, with reasonable prior written notice to the General Partner, at the expense of the Limited Partner, the books, records and invoices of the General Partner pertaining to any matters of accounting, managing or operating the Partnership's assets.
- 9.3 Meetings of the Partners. Meetings of the Partners may be called (i) at any time by the General Partner or (ii) by the General Partner within fifteen (15) days after receipt by the General Partner of a written request for a meeting from Limited Partners owing a minimum of fifty percent (50%) of the total Capital Percentages. The General Partner shall give written notice of any such meeting to each Partner, either personally or by mail, setting forth (i) the date and time of the meeting, which shall be held not less than fifteen (15) nor more than sixty (60) days from the date of the General Partner's written notice, (ii) the place of the meeting (which shall be held at the principal place of business of the Partnership as described in Section 1.3 hereof) and (iii) the purposes of the meeting. Notwithstanding the foregoing, if all of the Partners shall meet at any time and

place and consent in writing to the holding of a meeting at such time and place, the meeting shall be valid without call or notice. Any matter related to the Partnership for which the specific approval or consent of the Limited Partners is required under Section 8.3 hereof may, at the election of the General Partner, be decided either (i) at a meeting of the Partnership or (ii) by written consent signed by all of the Limited Partners, without a meeting. Meetings of the Partners shall only be for the purposes set forth in the notice of such meeting, and nothing herein, and no action conducted at any such meeting, shall create any rights in the Limited Partners not otherwise existing under this Agreement.

ARTICLE X
ADMISSION OF PARTNERS, TRANSFERS OF INTEREST,
WITHDRAWALS

10.1 Restrictions on Transfers.

- (a) Except upon the written approval of all Partners, or as expressly permitted or required pursuant to this Agreement herein, no Partner may (i) Dispose of all or any portion of its Capital Percentage or any beneficial right or interest therein, or contract to do or permit any of the foregoing, whether voluntarily or by operation of law, and any attempt to do so shall be void; or (ii) cause or suffer a Change of Control with respect to such Partner. Each Partner hereby acknowledges the reasonableness of the restrictions on a Disposition imposed by this Agreement in view of the Partnership purposes and the relationship of the Partners. Accordingly, the restrictions on Disposition contained herein shall be specifically enforceable. Each Partner hereby further agrees to indemnify and hold the Partnership and the other Partners (and each such other Partner's successors and assigns) wholly and completely harmless from and against any cost, liability, or damage (including, without limitation, liabilities for income taxes and costs of enforcing this indemnity) incurred by any such indemnified party or parties as a result of a Disposition or an attempted Disposition in violation of this Agreement.
- (b) Each Partner shall be entitled to Dispose of all of its Capital Percentage to any other Partner without regard to any Disposition restrictions in this Agreement, except with respect to the provisions of Section 10.7 hereof.
- (c) For purposes of this Agreement, "Disposition," "Disposing," "Dispose," or "Disposed" means, with respect to any Capital Percentage or any portion thereof, a sale, assignment, encumbrance, mortgage, transfer, conveyance, gift, exchange or other disposition of such Capital Percentage.

- 10.2 Permitted Transfers of Capital Percentages. A Partner (hereinafter referred to as a "Transferring Partner") may Dispose of all, but not less than all, of its Capital Percentage without the consent of the other Partners, if such Disposition is to a "Permitted Transferee", as herein defined. For purposes hereof, a "Permitted Transferee" is any corporation, limited liability company, or partnership controlled by such Transferring Partner or another Person controlling, controlled by, or under common control with such Transferring Partner. Unless such Permitted Transferee is admitted as a Partner of the Partnership pursuant to the provisions hereof, any such Disposition to a Permitted

Transferee shall vest in such Permitted Transferee only the rights herein as an assignee. Any Disposition under this Section 10.2 shall be subject to, and shall be required to comply with, the provisions of this Agreement.

- 10.3 Third Party Offers Regarding Capital Percentages. At any time during which the Project is Stabilized, a Partner ("Disposing Partner") who receives a Bona Fide Offer from an Approved Person and desires to Dispose of all of its Capital Percentage to such Approved Person shall first offer to sell to the other Partners of the Partnership all of the Capital Percentage which such Disposing Partner proposes to Dispose to such Approved Person. Such offer shall be made by an irrevocable written offer ("Offer Notice") to the Partners, other than the Disposing Partner, to Dispose of all, but not less than all, of the Capital Percentage which the Disposing Partner proposes to Dispose of for the same price and on the same terms which the Partner proposes to Dispose of such Capital Percentage. The Offer Notice shall include the Bona Fide Offer. The other Partners shall have the first right for sixty (60) days after they receive notification from the Disposing Partner to purchase the Capital Percentage of the Disposing Partner. Each such other Partner shall have the right to purchase such portion of the Capital Percentage offered for sale as the Capital Percentage owned by such Partner at such time shall bear to the total Capital Percentages owned by all the Partners, excluding the Disposing Partner. If any Partner does not elect to purchase its full portion of such Capital Percentage offered for sale, the remaining Capital Percentages may be purchased by the other Partners, pro rata, in the same manner. If the other Partners decline to purchase all of such offered Capital Percentage in accordance with this Section 10.3, the Partners shall not be entitled to purchase any of such Capital Percentage, and the Disposing Partner shall then have thirty (30) days within which to Dispose of such Capital Percentage to the Approved Person named in the Offer Notice, upon the terms described in such Offer Notice. If the sale of such Capital Percentage to the Approved Person is not so completed within such thirty (30) day period, the Offer Notice given to the non-Disposing Partners shall be deemed to have terminated and a new Offer Notice shall be required before any Disposition may be made of any Capital Percentage of a Disposing Partner. Any Disposition of a Capital Percentage to an Approved Person shall be subject to all of the terms and provisions of this Agreement. The Approved Person shall then execute a written supplement to this Agreement and shall be bound by all of the terms and provisions of this Agreement.
- 10.4 Buy-Sell Rights. Each Limited Partner shall have the right at any time to purchase all of the Partnership Interest of any other Limited Partner or Limited Partners in accordance with the terms and provisions of this Article. The Limited Partner electing to exercise this right (the "Electing Partner") shall give notice (the "Purchase/Sale Notice") in writing to the General Partner and other Limited Partners of his election. A Limited Partner may only issue a Purchase/Sale Notice no more than once in any calendar year. The Limited Partner or Limited Partners receiving the notice of election shall be hereinafter referred to as the "Responding Partner," whether one or more.
- (a) Terms of Offer. The Purchase/Sale Notice shall state that the Electing Partner is exercising his option to purchase the Partnership Interest of the Responding Partner under the terms of this Article. The Purchase/Sale Notice shall set forth the Partnership Interest to be transferred, the Purchase Price (as calculated below) for the Partnership Interest, the date (not to exceed 90 days from date of the

Purchase/Sale Notice) for the closing of the transfer, and all other terms and conditions of the proposed transfer.

- (b) Purchase Price. The Purchase Price for the Partnership Interest to be conveyed under the terms of this Article shall be calculated and stated in terms of the net fair market value of the Partnership assets, if liquidated and distributed to the Partners, as provided in Section 12.2 below. The Purchase Price shall equal the amount the selling Limited Partner would receive if the Partnership assets were sold, the Partnership liquidated, and the proceeds distributed to the Partners as provided in Section 12.2 below. Because of the difficulty of calculating the expenses associated with sale of the Partnership assets and liquidation of the Partnership, the Partners agree that for the purposes of this Section, the expenses of sale shall equal 5% of the gross fair market value and the liquidation cost are estimated to be \$5,000.00.
- (c) Election by Responding Partner. Upon receipt of the Purchase/Sale Notice, the Responding Partner shall have the following rights and options, which election shall be final, conclusive, and binding on all parties:
 - A. To sell to the Electing Partner his Partnership Interest upon the terms and conditions designated in the Purchase/Sale Notice; or
 - B. To purchase all of the Partnership Interest of the Electing Partner upon the same terms and conditions as designated in the Purchase/Sale Notice, or for cash.
- (d) Multiple Responding Partners. If there is more than 1 Responding Partner, the election shall be made by a majority vote, with each Responding Partner having one vote for each Partnership Interest percentage held by him/her/it. In the event of a majority of the Responding Partners elect to purchase the Partnership Interest of the Electing Partner, unless agreed otherwise by the Responding Partners unanimously, each of the Responding Partners that voted in favor of purchasing the Partnership Interest of the Electing Partner shall purchase a pro-rata percentage of the Partnership Interest held by the Electing Partner.
- (e) Notice of Election. The Responding Partner shall notify the General Partner and Electing Partner within 30 days from the receipt of the Purchase/Sale Notice of his decision whether to purchase or sell (the "Notice of Election"). In the event the Responding Partner fails to timely give the Notice of Election, it shall be conclusively presumed that the Responding Partner has elected to sell his Partnership Interest to the Electing Partner.
- (f) Closing. The transfer of the Partnership Interest covered by such election shall take place at the time and in the manner specified in the Purchase/Sale Notice or within 60 days of the Notice of Election. The selling Limited Partner(s) shall transfer and assign to the purchasing Limited Partner(s), free and clear of all liens, claims, and encumbrances, with covenants of general warranty, the applicable Partnership Interest and shall execute and deliver to the purchasing Limited Partner(s) all documents which may be required to be given effect the disposition

and acquisition of such Partnership Interest. Notwithstanding anything herein to the contrary, the transfer of Partnership Interest shall be conditioned upon each selling Limited Partner receiving a release of any liability, including guaranty, incurred on behalf of the Partnership.

- (g) Enforcement. In the event any Limited Partner shall fail or refuse to consummate the sale of the Partnership Interest pursuant to this Article, the General Partner or non-defaulting party may either (i) enforce specific performance hereof and seek such other relief as may be provided by law, or (ii) be entitled to an amount equal to 50% of the total Purchase Price of the Partnership Interest to be conveyed as liquidated damages. In the event a Limited Partner who is required to sell his Partnership Interest fails or refuses to do so, the Purchase Price upon enforcement by specific performance shall be reduced by 50% of the original Purchase Price thereof.

10.5 Third Party Offers Regarding Partnership Property. In the event that one or more Partners which own, individually (if only one Partner) or collectively (if more than one Partner), thirty percent (30%) or more of the Capital Percentages of the Partnership shall receive a Bona Fide Offer to purchase all, but not less than all, of the Project and such Partner(s) wish to accept such offer (the "Willing Partner", whether one or more), the Willing Partner shall provide prompt notice to the other Partners to that effect. Such notice shall be in writing and shall set forth the full terms of and any conditions to such offer (the "Offer") in reasonable detail. The Offer shall include the Bona Fide Offer. Each of the other Partners shall, within ten (10) business days after receipt of said notice, either:

- (a) advise the Willing Partner of its consent to said sale, accept such Offer and thereafter diligently and in good faith assist the Willing Partner and the General Partner in consummating such sale, or
- (b) notify the Willing Partner that for a period not to exceed thirty (30) days (the "Marketing Period"), the other Partners may evaluate the Offer and then-existing market conditions, and/or market the Project for sale. Upon the expiration of the Marketing Period, each of the other Partners shall either:
 - (i) together with the General Partner, proceed diligently and in good faith with the negotiation and sale of the Project, but only for a purchase price not less than the price set forth in the Offer; or
 - (ii) agree to purchase the Capital Percentage(s) of the Willing Partner for a price equal to the amount the Willing Partner would receive if the Project were sold for the purchase price set forth in the Offer, all debts, liabilities and other obligations were fully paid and satisfied or adequate provision was made therefor (including, without limitation, estimated costs to the Partnership that would be incurred in connection with such sale and the disposition fee set forth in Section 8.3. The other Partners shall be provided sixty (60) days after the expiration of the Marketing Period to arrange for the purchase of the Willing Partner's Capital Percentage, and

such purchase shall close within thirty (30) days after the expiration of such sixty (60) day period. Such purchase shall otherwise provide the Willing Partner all the benefits (including, without limitation, releases of all liability for the debts and obligations of the Willing Partner) which would have been received by the Willing Partner had a sale pursuant to the Offer been consummated.

In the event a Partner elects under clause (b)(ii) above but thereafter fails to satisfy its obligations to the Willing Partner and the other purchasing Partners fail to agree to perform for such defaulting Partner, the Willing Partner shall thereafter be entitled to consummate, within a six (6) month period thereafter, a sale of the Project, without the necessity of complying with the terms and provisions of this Section 10.5 and without the necessity of obtaining any consent from the other Partners, so long as the same is for a purchase price not less than the price set forth in the Offer.

10.6 Release of Disposing Partner from Partnership Debt. Notwithstanding anything herein to the contrary, except with respect to a Disposition of a Capital Percentage in accordance with the provisions of Section 10.2 hereof, no Disposition by a Partner of its Capital Percentage shall occur or be effective until the Partner Disposing of its Capital Percentage (and any of its Affiliates) is released from all personal liability as a guarantor of any Partnership indebtedness or obligations to any third party.

10.7 Assignees.

(a) Except as may otherwise be provided in this Article X, the Partnership shall not recognize for any purpose any purported Disposition of all or any fraction of a Capital Percentage of a Partner unless the provisions of this Article X have been satisfied, all costs of such assignment have been paid by the assigning Partner, such Disposition is exempt from registration under the Securities Act of 1933, as amended, the Texas Securities Act, as amended, and any other applicable state or federal securities laws, and there is delivered to the General Partner of the Partnership, upon request of the General Partner, an opinion of counsel reasonably acceptable with respect thereto, and there is filed with the Partnership, a written and dated notification of such Disposition, in form reasonably satisfactory to the General Partner executed and acknowledged by both the seller, assignor or transferor and the purchaser, assignee or transferee and such notification (1) contains the acceptance by the purchaser, assignee or transferee of and agreement to be bound by all the terms and provisions of this Agreement, and (2) represents that such Disposition was made in accordance with all applicable federal and state securities laws and regulations (including suitability standards). Any Disposition shall be recognized by the Partnership, as effective on the date such notification is filed with the Partnership.

(b) Any Partner who assigns all of its Capital Percentage shall cease to be a Partner in the Partnership, except that, unless and until a substituted Partner has been admitted into the Partnership, such assigning Partner shall retain the statutory rights of the assignor of a limited partner's interest under the Texas Limited Partnership Law, as amended; provided, however, that such assigning Partner

shall have no right to vote on, consent to or approve any matter or decision (it being intended that the voting interest of such assigning Partner shall be ignored in determining whether the requisite vote, consent or approval of the Partners of the Partnership have been obtained).

- (c) A Person who is the assignee of all or any fraction of the Capital Percentage of a Partner, but does not become a substituted Partner, and desires to make a further assignment of such interest, shall be subject to all the provisions of this Agreement to the same extent and in the same manner as any Partner desiring to make an assignment of its interest.

10.8 Substituted Partners.

- (a) Except as otherwise provided in this Article X, no Partner shall have the right to substitute in its place a purchaser, assignee, transferee, or other recipient of all or any portion of a Capital Percentage of such Partner, and any such purchaser, assignee, transferee, donee, legatee, distributee or other recipient of an interest shall be admitted to the Partnership, as a substituted Partner, only with the consent of all of the Partners, which consent may be granted or withheld by each such Partner in its sole discretion.
- (b) No Person shall become a substituted Partner until such person has satisfied the requirements of this Article X; provided, however, that for the purpose of allocating profits, losses and other items under the Partnership Agreement and distributing cash available for distribution, a person shall be treated as having become, and as appearing in the records of the Partnership as a Partner on such date as the Disposition to such person was recognized by the Partnership pursuant to Section 10.7.
- (c) Any purchaser, assignee, transferee, or other recipient of all or any portion of a Capital Percentage who is not admitted to the Partnership as substituted Partner (1) shall be entitled only to allocations and distributions with respect to such Capital Percentage in accordance with this Agreement, (2) shall not have any right to vote on, consent to or approve any matter or decision (it being intended that the voting interest of such person or entity under this Agreement shall be ignored for purposes of determining whether the requisite vote, consent or approval of the Partners has been obtained), (3) shall not have any other rights of a partner under the Texas Revised Limited Partnership Act, as amended, or this Agreement, except as expressly provided in this Section 10.8, but (4) shall be subject to all of the duties, obligations and restrictions applicable to a Partner under this Agreement as it applies to such person, including but not limited to, the provisions of Article X to the same extent and in the same manner as any Partner.

- 10.9 Additional Partners. Except as provided in this Agreement, no additional Partners will be admitted to the Partnership without the consent of each of the Partners.

ARTICLE XI
EVENT OF DEFAULT

11.1 Event of Default. For purposes hereof, an “Event of Default” shall be the following:

- (a) A Capital Contribution Default (as defined in Section 5.1(c) above), with respect to which no grace or notice shall be applicable, or a default in the performance of any other duties or obligations of a Partner under this Agreement (a “Non-Capital Contribution Default”), which Non-Capital Contribution Default is not cured within any applicable grace or cure period specifically provided for herein, or if no grace or cure period is specifically provided for herein and such Non-Capital Contribution Default is not cured within fifteen (15) days after written notice thereof to the defaulting Partner (or within such longer period of time as may be required to cure the same if the nature of the Non-Capital Contribution Default is such that the same cannot reasonably be cured within fifteen (15) days and the defaulting Partner has commenced the curing thereof within said time period and thereafter prosecutes the curing thereof diligently to completion, without interruption, provided that in no event shall such period of time exceed six (6) months without the prior written consent of the Limited Partners, if the General Partner is the defaulting Partner, or of the General Partner, if the defaulting Partner is other than the General Partner, in either event such consent not to be unreasonably withheld);
- (b) The commission of any fraud, gross negligence, recklessness or intentional misconduct upon the Partnership or the other Partners; or
- (c) The Disposition of an interest in the Partnership or Change of Control in violation of Article X.

11.2 Consequences of Event of Default. Notwithstanding anything to the contrary contained in the Act, if a Partner suffers an Event of Default, then in addition to any other remedies available under other provisions of this Agreement, or by contract or at law or in equity against the defaulting Partner:

- (a) at the option of the non-defaulting Partner(s) made by notice to the defaulting Partner within ninety (90) days of discovery of the Event of Default by the non-defaulting Partner(s), the defaulting Partner shall have no further power to act for or bind the Partnership, and shall thereafter have no consensual, voting, or approval rights pursuant to, or granted by this Agreement (or by law to the fullest extent such rights, if granted by law, can be contractually waived) unless and until the Event of Default, if capable of cure, is cured within the time specified herein;
- (b) the non-defaulting Partner(s) shall continue to have the right to possess the Partnership’s property and goodwill and to conduct its business and affairs;
- (c) the defaulting Partner shall be liable in damages, without requirement of a prior accounting, to the Partnership for all costs and liabilities that the Partnership

and/or the non-defaulting Partner(s) may incur as a result of such Event of Default;

- (d) the Partnership may apply any distributions otherwise payable currently or in the future with respect to such defaulting Partner's interest in partial satisfaction (and not in accord and satisfaction) of any claims it may have against the defaulting Partner (for Partnership accounting purposes, the distributions so applied shall be treated as a distribution to the defaulting Partner);
- (e) the defaulting Partner shall continue to be liable to the Partnership for its obligations or guaranties to the Partnership pursuant to this Agreement or any agreement ancillary hereto; and
- (f) the defaulting Partner and its Affiliates shall remain liable under all contracts with the Partnership unless such contract is otherwise terminated under the terms of this Agreement or such contract.

ARTICLE XII TERMINATION OF PARTNERSHIP

12.1 Events Requiring Winding Up. The Partnership shall be wound up in the manner hereinafter provided upon the first to occur of any of the following events:

- (a) upon the expiration of the term of the Partnership stated in this Agreement;
- (b) upon the mutual agreement of the Limited Partners and the General Partner to wind up the Partnership;
- (c) upon the sale of the Project or all or substantially all of the assets or properties of the Partnership;
- (d) upon the voluntary filing by the Partnership in a court of competent jurisdiction of a petition seeking relief under the United States Bankruptcy Code;
- (e) upon the acquisition of all interests in the Partnership by any Partner; provided, however, that the Partnership will not be wound up if such Partner elects to continue the Partnership;
- (f) upon termination of the Partnership by order of a court of competent jurisdiction; or
- (g) upon the voluntary filing by the General Partner in a court of competent jurisdiction of a petition seeking relief under the United States Bankruptcy Code; provided, however, that the Partnership will not be wound up if any Limited Partner elects, within 90 days after the filing of such petition by the General Partner, to continue the Partnership with a substitute general partner.

12.2 Method of Liquidation. Upon the happening of any of the events specified in Section 12.1 above which require the Partnership to be wound up, the General Partner shall wind

up the affairs of the Partnership, shall prepare and file all instruments or documents required by law to be filed to reflect the wind up of the Partnership, shall sell the Project and sell or collect all other assets of the Partnership and, to the extent feasible, convert the same into cash within a period of one (1) year from the date of winding up. Thereupon, the General Partner shall apply and distribute the Partnership's assets in the following manner and in the following order of priority:

- (a) to the payment of the debts, liabilities and obligations of the Partnership, other than to Partners, in the order of priority as provided by law;
- (b) to the establishment of any reserves deemed reasonably necessary by the General Partner (or a majority in interest of the Partners if there is no General Partner) for the payment of any contingent or unforeseen liabilities or obligations of the Partnership and, at the expiration of such period as the General Partner (or a majority in interest of the Partners if there is no General Partner) deems advisable, the balance of such reserves shall be applied and distributed in the manner hereinafter provided in this Section;
- (c) to the payment of any debts or liabilities, other than Capital Accounts, of the Partnership to any of the Partners, including Partner Loans; and
- (d) to the payment of distributions pursuant to the priorities of Section 7.2. For this purpose, the determination of the Partners' Capital Accounts shall be made after adjustment to reflect the allocation of all Net Profits, Net Losses, and items of income, gain, expense or loss under Article VI hereof. All distributions pursuant to this subsection (d) shall be made by the end of the Fiscal Year of winding up or, if later, within ninety (90) days after the date of such winding up; however, the Partnership may withhold (i) reserves established in accordance with this Agreement and (ii) receivables of the Partnership for the purposes of collecting any amounts due thereunder. Any amounts so withheld (or the proceeds of the collection of receivables so withheld) shall be distributed as soon as practicable to, and allocated among, the Partners pursuant to the priorities of Section 7.2.

If, after realization by the Partnership of all income and payment by the Partnership of all liabilities and expenses, the Capital Account of any Partner shows a deficit balance, such Partner shall not be required to contribute to the Partnership the amount of such deficit, provided that the General Partner shall continue to have the right and power after winding up to require that Partners contribute additional capital to the Partnership pursuant to Section 5.2. The Partners shall look solely to the Project and any other assets of the Partnership for the return of their Capital Contributions. If the Project and all other assets of the Partnership or the proceeds therefrom remaining after payment or discharge of the debts, obligations and liabilities of the Partnership are insufficient to return its Capital Contributions, no Partner shall have any recourse therefor against any other Partner.

ARTICLE XIII
GENERAL PROVISIONS

- 13.1 Waiver of Right to Partition. As a material inducement to each Partner to execute this Agreement, each Partner covenants and represents to the other Partner that, during the entire term of this Agreement, no Partner nor any Partner's successors or assigns shall attempt to make any partition whatever of the Project or any interest therein or any other Partnership assets whether now owned or hereafter acquired, and each Partner waives all rights of partition provided by statute or principles of law or equity, including partition in kind and partition by sale. The Partners agree that irreparable damage would be done to the goodwill and reputation of the Partnership if any Partner should bring an action in court to wind up the Partnership. The Partners agree that there are fair and just provisions for payment and liquidation of the interest of each Partner and fair and just provisions to prevent a Partner from selling or otherwise alienating its interest in the Partnership. Accordingly, each Partner hereby waives and renounces its right to seek a court decree of winding up or termination or to seek the court appointment of a liquidator or receiver for the Partnership.
- 13.2 Notices. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Agreement shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being personally delivered or delivered by internationally recognized courier service, such as Federal Express, which maintains a record of receipt and delivery, to the other party at the address of such other party set forth below or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the earlier of the date of actual or deemed receipt thereof; and provided further that no notice of change of address shall be effective until the earlier of the date of actual or deemed receipt thereof. Personal delivery to a party or to any officer, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request or response shall be addressed as set forth in Section 1.4.
- 13.3 Modifications. Except to the extent otherwise provided for in this Agreement, no change or modification of this Agreement shall be valid or binding upon the Partners, unless such change or modification shall be in writing and signed by each Partner.
- 13.4 Binding Effect. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon, and shall inure to the benefit of, the Partners and their respective legal representatives, successors and assigns.
- 13.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same agreement.

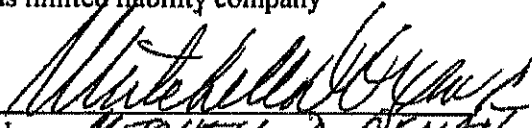
- 13.6 Construction. This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas. The titles of the articles and sections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions hereof. Whenever used herein, the masculine gender shall be deemed to include the feminine or neuter, the singular shall be deemed to include the plural, and vice versa.
- 13.7 Power of Attorney. Subject to the General Partner's obtaining any necessary consents and approvals of the Limited Partners as provided in this Agreement, including but not limited to the approvals required under Section 8.3 hereof, for the purpose of permitting the General Partner to exercise the powers granted pursuant to this Agreement, MHW WILLOW CREEK PLAZA, LLC as the General Partner, shall have the power of attorney, and each Limited Partner hereby makes, constitutes, and appoints MHW WILLOW CREEK PLAZA, LLC as the General Partner, with full power of substitution, as its true and lawful agent and attorney-in-fact, in its name, place, and stead, to execute such deeds, mortgages and other documents on behalf of the Partnership as may be necessary for MHW WILLOW CREEK PLAZA, LLC as the General Partner to exercise the powers granted to it pursuant to this Agreement.
- 13.8 Business Day. The term "business day" as used in this Agreement shall mean a day that is not a Saturday, Sunday or day on which federal banks in Houston, Texas, are not transacting business in their primary banking facility.
- 13.9 Integration. This Agreement constitutes the entire agreement and understanding between the Partners and supersedes all prior agreements and understandings, if any, between the Partners relating to the subject matter hereof.
- 13.10 Severability. If any provision of this Agreement or any application thereof shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.
- 13.11 Further Assurances. Each Partner agrees to execute and deliver all such further agreements and to do all such further acts as the Partners deem advisable to effectuate this Agreement.
- 13.12 No Third Party Beneficiaries. The benefits of this Agreement shall not inure to any third party, nor shall this Agreement be construed to make or render any Partner liable to any creditor or any materialmen, subcontractors, contractors, laborers or others for goods and materials supplied or work and labor furnished in connection with the construction of the Project or for debts or claims accruing to any third-party against the Partnership or the General Partner.

*[Remainder of Page Intentionally Left Blank
Signatures Follow on Next Pages]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
as of the day and date first above written.

GENERAL PARTNER:

MHW WILLOW CREEK PLAZA, LLC, a
Texas limited liability company

By: 
Name: MICHAEL D. ORMAN
Title: MANAGER

Signature Page

**LIMITED PARTNER SIGNATURE PAGE TO
WILLOW CREEK PLAZA, LP
LIMITED PARTNERSHIP AGREEMENT**

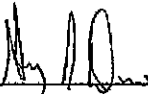
IN WITNESS WHEREOF, the Limited Partners identified below have executed this Limited Partner Signature Page to be attached to the Limited Partnership Agreement of WILLOW CREEK PLAZA, LP, a Texas limited partnership, and agree to be bound by all of its terms, provisions, representations, and warranties.

NAME: BOGAKE Partners

ADDRESS: 6059 South Loop East, Houston, TX. 77087

TELEPHONE NUMBER: (713) 673-7701

PARTNERSHIP INTEREST: 3.125% - \$113,000.00

By:  _____

Name: Gary S. Davis

Title: Manager

Signature Page

**LIMITED PARTNER SIGNATURE PAGE TO
WILLOW CREEK PLAZA, LP
LIMITED PARTNERSHIP AGREEMENT**

IN WITNESS WHEREOF, the Limited Partners identified below have executed this Limited Partner Signature Page to be attached to the Limited Partnership Agreement of **WILLOW CREEK PLAZA, LP**, a Texas limited partnership, and agree to be bound by all of its terms, provisions, representations, and warranties.

NAME: Bruce Burianek

ADDRESS: 1815 Sherwood Forest

TELEPHONE NUMBER: 713-722-7800

PARTNERSHIP INTEREST: 1 unit

By: 

Name: Bruce Burianek

**LIMITED PARTNER SIGNATURE PAGE TO
WILLOW CREEK PLAZA, LP
LIMITED PARTNERSHIP AGREEMENT**

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NAME: Bruce Ingram

ADDRESS: 13050 Wood Harbour Dr Montgomery TX 77356

TELEPHONE NUMBER: 77356

PARTNERSHIP INTEREST: 3.125%

By: Bruce Ingram

Name:  datloop verified
08/17/18 9:10PM CDT
J3K3-REIF-QMKF-DXZR

Title: _____

Signature Page

**LIMITED PARTNER SIGNATURE PAGE TO
WILLOW CREEK PLAZA, LP
LIMITED PARTNERSHIP AGREEMENT**

IN WITNESS WHEREOF, the Limited Partners identified below have executed this Limited Partner Signature Page to be attached to the Limited Partnership Agreement of WILLOW CREEK PLAZA, LP, a Texas limited partnership, and agree to be bound by all of its terms, provisions, representations, and warranties.

NAME: Carlotta Lansford
ADDRESS: 12418 Longmire Way Conroe TX 77304
TELEPHONE NUMBER: 936,760.5403
PARTNERSHIP INTEREST: 3,125%

By: Carlotta Lansford
Name: Carlotta Lansford
Title: _____

Signature Page

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NAME: Dharamdas Nankani

ADDRESS: PO Box 7278, Spring, TX 77387

TELEPHONE NUMBER: 210-204-1779

PARTNERSHIP INTEREST: 1.5625%

By: 

Name: Dharamdas Nankani

Title: Self

Signature Page

**LIMITED PARTNER SIGNATURE PAGE TO
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IN WITNESS WHEREOF, the Limited Partners identified below have executed this Limited Partner Signature Page to be attached to the Limited Partnership Agreement of WILLOW CREEK PLAZA, LP, a Texas limited partnership, and agree to be bound by all of its terms, provisions, representations, and warranties.

NAME: Eric W. Erickson

ADDRESS: 2616 Silver Shadow, Conroe, TX 77304

TELEPHONE NUMBER: 832-515-5451

PARTNERSHIP INTEREST: 1.5625%

By:  _____

Name: Eric W. Erickson _____

Title: _____

Signature Page

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NAME: Farrell Road Properties, Ltd

ADDRESS: 1815 Sherwood Forest

TELEPHONE NUMBER: 713-722-7800

PARTNERSHIP INTEREST: 1 unit

By: _____

 4-26-18

Name: Bruce Burianek

Title: Manager

**LIMITED PARTNER SIGNATURE PAGE TO
WILLOW CREEK PLAZA, LP
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IN WITNESS WHEREOF, the Limited Partners identified below have executed this Limited Partner Signature Page to be attached to the Limited Partnership Agreement of WILLOW CREEK PLAZA, LP, a Texas limited partnership, and agree to be bound by all of its terms, provisions, representations, and warranties.

NAME: GARY LEE JR

ADDRESS: 11885 Park Slope Dr, Willis, TX 77318

TELEPHONE NUMBER: 281 799 1466

PARTNERSHIP INTEREST: 1.5625

By: 

Name: GARY LEE JR

Title: _____

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NAME: Guy D. Barrios

ADDRESS: 20131 Stone Lake Circle, Tomball, TX 77377

TELEPHONE NUMBER: 281-304-6138

PARTNERSHIP INTEREST: 9.3750%

By: 

Name: GUY D BARRIOS


Title: _____

Signature Page

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NAME: HENRY H. HARDMAN
ADDRESS: 2 Wedgewood Blvd. Comroe, TX 77304
TELEPHONE NUMBER: (713) 446-5368
PARTNERSHIP INTEREST: 3.125%

By: 
Name: HENRY H. HARDMAN
Title: _____

Signature Page

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NAME: Jody Czajkoski

ADDRESS: 6107 Canyon Creek Ln, Conroe, TX 77304

TELEPHONE NUMBER: 713-560-6069

PARTNERSHIP INTEREST: 1.5625%.

By: 

Name: Jody Czajkoski

Title: _____

Signature Page

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NAME: Louis B. Chapman
ADDRESS: 190 High Street . Passaic NJ 07058
TELEPHONE NUMBER: (973) 632-8420
PARTNERSHIP INTEREST: 3.125 %

By: Louis B. Chapman
Name: Louis B. Chapman
Title: individual with Elaine Chapman
JTURP

Signature Page

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NAME: Elaine Chapman
ADDRESS: 190 High Street - Passaic NJ 07055
TELEPHONE NUMBER: (903) 779-8348
PARTNERSHIP INTEREST: 3.125%

By: Elaine Chapman
Name: Elaine Chapman
Title: Individual with 6003B Chapman
5 Shares

Signature Page

**LIMITED PARTNER SIGNATURE PAGE TO
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NAME: MARVIN HORELICA

ADDRESS: 291 SCENIC HARBOUR DR
LAKE HILLS, TX 78063

TELEPHONE NUMBER: 832-599-3284

PARTNERSHIP INTEREST: 3.125%

By: 

Name: MARVIN HORELICA

Title: _____

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NAME: Mathew & Kristin Mlinar

ADDRESS: 2 Wedgewood Blvd, Conroe TX 77304

TELEPHONE NUMBER: 972-800-5722

PARTNERSHIP INTEREST: 3.125%

By: 

Name: Mathew Mlinar

Title: _____

Signature Page

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NAME: Michael J. Rozell

ADDRESS: 8702 Chipping Rock Dr., Sugar Land, TX 77479

TELEPHONE NUMBER: 832-794-2090

PARTNERSHIP INTEREST: 0.553%

By: *Michael J. Rozell*
Name: Michael J. Rozell
Title: Sr. VP

Signature Page

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NAME: PETERSON LAND & MINERAL

ADDRESS: 11131 McCracken Cir., Suite A, Cypress, TX 77429

TELEPHONE NUMBER: (281) 970-7070

PARTNERSHIP INTEREST: 3.125%

By: Charles Peterson
Name: Charles S Peterson
Title: General Partner

Signature Page

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NAME: Philip Kirtley Jr.

ADDRESS: 36532 High Chaparral Magnolia, TX 77355

TELEPHONE NUMBER: 281 541 7646

PARTNERSHIP INTEREST: 3.125% (113,000.00

By: 

Name: Philip Kirtley Jr.

Title:

Signature Page

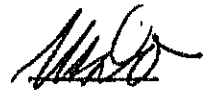
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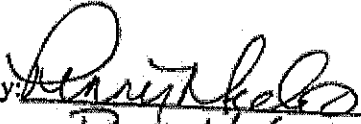
IN WITNESS WHEREOF, the Limited Partners identified below have executed this Limited Partner Signature Page to be attached to the Limited Partnership Agreement of WILLOW CREEK PLAZA, LP, a Texas limited partnership, and agree to be bound by all of its terms, provisions, representations, and warranties.


NAME: Quest IRA, Inc. FBO John P. Page IRA # 11872-11

ADDRESS: 17171 Park Row, Ste 100, Houston, TX 77084

TELEPHONE NUMBER: 800-320-5950

PARTNERSHIP INTEREST: ~~025719%~~ 2.5719% _____ 

By: 
Name: Dany Medeiros
Title: Real Estate Supervisor


real estate approved 

Signature Page

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NAME: Timothy P. Schier
ADDRESS: 80 La Mirada Dr, Montgomery, Tx 77356
TELEPHONE NUMBER: 713-858-0081
PARTNERSHIP INTEREST: 3.125%

By: 
Name: Timothy P. Schier
Title: Individual

Signature Page

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NAME: WALTER B. GLASS

ADDRESS: 3221 BENDA PLACE, LA, CA. 90068

TELEPHONE NUMBER: (323) 599-8357

PARTNERSHIP INTEREST: 1.5625%

By: Walter B. Glass

Name: WALTER B. GLASS

Title: Limited Partner / MLP

Signature Page

**LIMITED PARTNER SIGNATURE PAGE TO
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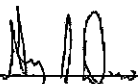
IN WITNESS WHEREOF, the Limited Partners identified below have executed this Limited Partner Signature Page to be attached to the Limited Partnership Agreement of WILLOW CREEK PLAZA, LP, a Texas limited partnership, and agree to be bound by all of its terms, provisions, representations, and warranties.

NAME: Xun Davis Partners

ADDRESS: 6059 South Loop East, Houston, TX. 77087

TELEPHONE NUMBER: (713) 673-7701

PARTNERSHIP INTEREST: 3.125% - \$113,000.00

By: 

Name: Gary S. Davis

Title: Manager

Signature Page

EXHIBIT "A"

	<u>Percentage Interest</u>	<u>Capital Contribution</u>	
<u>General Partner</u>			
MHW Willow Creek Plaza, LLC	1.000%	\$	-
<u>Limited Partner</u>			
BOGAKE Partners	3.125%	\$	113,000
Bruce Burianek	3.125%	\$	113,000
Bruce Ingram III	3.125%	\$	113,000
Carlotta Lansford	3.125%	\$	113,000
Dharamdas A. Nankani	1.563%	\$	56,500
Dharamdas A. Nankani (Promote)	7.300%	\$	-
Eric W. Erickson	1.563%	\$	56,500
Farrell Road Properties, Ltd	3.125%	\$	113,000
Gary Lee Jr.	1.563%	\$	56,500
Guy Barrios (Promote)	7.300%	\$	-
Guy Barrios	9.375%	\$	339,000
Henry H. Hardman	3.125%	\$	113,000
Jody Czajkoski	1.563%	\$	56,500
Jody Czajkoski (Promote)	7.300%	\$	-
Jonathan Sellers (Promote)	7.300%	\$	-
Louis B. Chapman and Elaine Chapman JTWRs	3.125%	\$	113,000
Marvin Horelica	3.125%	\$	113,000
Matthew and Kristin Mlinar	3.125%	\$	113,000
Michael J. Rozell	0.553%	\$	20,000
Mitchell Oxman (Promote)	7.300%	\$	-
Peterson Land and Mineral	3.125%	\$	113,000
Philip & Karen Kirtley	3.125%	\$	113,000
Quest IRA, Inc. FBO John P. Page IRA # 11872-11	2.572%	\$	93,000
Timothy P. Schier	4.687%	\$	169,500
Walter B. Glass	1.563%	\$	56,500
Xun Davis Partners	3.125%	\$	113,000
Total:	100.000%	\$	2,260,000

EXHIBIT B
LAND

LEGAL DESCRIPTION

Field Notes for a 8.053 acre tract of land, out of a 14.2194 acre tract of land described under Harris County Clerk's File Number S391992, Exhibit "D", situated in the East one-half (1/2) of the William Hurd Survey, Abstract 377, Harris County. Bearings are based on the North line of the said 14.2194 acre tract of land South 89°42'00" East. The said 8.053 acre tract of land being more fully described as follows:

COMMENCING: At a set ¾ inch iron rod with plastic cap in the South right-of-way line of FM 2920, based on 120' width, said rod marking the Northwest corner of said 14.2194 acre tract of land, from which a found 1/2 inch iron bears South 00°30'22" West, a distance of 0.85 feet;

THENCE: South 89°42'00" East, with the said South right-of-way line and the North line of the said 14.2194 acre tract of land, a distance of 834.47 feet to a set 3/4 inch iron rod with plastic cap for the Northwest corner of the herein described tract and the PLACE OF BEGINNING;

THENCE: Continuing South 89°42'00" East, with the said South right-of-way line and the North line of the said 14.2194 acre tract of land, a distance of 1680.78 feet to a found 3/4 inch iron rod for the beginning of a curve from which a found 1/2 inch iron rod bears North 77°18'07" East, a distance of 7.02 feet;

THENCE: A distance of 17.88 feet along the arc of a curve to the left (Delta angle=00°41'11", Radius= 1492.40 feet, Chord=North 89°57'25" East, a distance of 17.88 feet, with the said South right-of-way line and the North line of the said 14.2194 acre tract of land, to a set 3/4 inch iron rod with plastic cap for the Northeast corner of the herein described tract from which a found inch iron rod bears North 87°46'59" East, a distance of 41.01 feet;

THENCE: South 00°18'00" West, departing said right-of-way line, a distance of 208.82 feet to a set 3/4 inch iron rod with plastic cap for the Southeast corner of the herein described tract in the North line of a 113,2797 acre tract of land described under said Harris County Clerk's File Number S391992, Exhibit "A", Tract One and the South line of the said 14.2194 acre tract of land;

THENCE: North 89°42'00" West, with the North line of the said 113.2797 acre tract and the South line of the said 14.2194 acre tract of land, a distance of 1680.78 feet to a set 3/4 inch iron rod with plastic cap for the Southwest corner of the herein described tract;

THENCE: North 00°18'00" East, a distance of 208.71 feet. to the PLACE OF BEGINNING, containing 8.053 acres of land.

NOTE: The company is prohibited from insuring the area or the quantity of the land described herein. Any statement in the above legal description of the area or quantity' of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes, and does not override Item 2 of Schedule "B" hereof.

Willow Creek Plaza

Three Buildings
42,000 SF Class A Retail
FM 2920 and Telge Roads
TOMBALL, TX

ESTIMATED CONSTRUCTION COSTS			
LAND COST	+/-8.053 acres @ \$5.70 PSF	\$ 47.62	\$ 2,000,000
	\$5.70 PSF		
BUILDING COST			
	Estimated Retail Construction Costs 42,000 SF	\$ 85.00	\$ 3,570,000
	Tenant Improvements Allowance \$40.00 PSF	\$ 40.00	\$ 1,680,000
	Horizontal Work (Concrete Parking, utilities and detention)	\$ 9.33	\$ 392,040
	3% Hard Cost Contingency	\$ 4.03	\$ 169,261
TOTAL LAND & BUILDING COSTS		\$ 185.98	\$ 7,811,301
SOFT COSTS			
	<u>Construction</u>		
	Architectural & Engineering	\$	84,000
	Construction Interest (assumes 5.000% Interest rate)	\$	168,853
	Construction Loan Inspections	\$	4,770
	Legal & Closing	\$	23,250
	Loan Fee (0.50%)	\$	33,771
	Surveys, Enviro, Platting, and Geotech Reports	\$	50,000
	Permits	\$	12,500
	Utility Fees (Centerpoint/Annex/Water/Septic)	\$	85,000
	Construction Soft Costs	\$ 11.00	\$ 462,144
	<u>Overhead</u>		
	Lease-up carry costs (6mo Interest)	\$	168,853
	Lease Commissions	\$	239,400
	Marketing Costs Signage	\$	75,000
	Development Fee (2%)	\$	156,226
	Taxes	\$	37,486
	5% Soft Cost Contingency	\$	55,081
	Leasing & Overhead Soft Costs	\$ 17.43	\$ 732,046
TOTAL SOFT COSTS		\$ 28.43	\$ 1,194,190
TOTAL CONSTRUCTION COST & LAND		\$ 214.42	\$ 9,005,491
ESTIMATED SOURCE OF FUNDS			
CONSTRUCTION / MINI-PERM FINANCING			
TOTAL PROJECTED COSTS			\$ 9,005,491
Less:	Estimated Loan Amount (75% LTC)		\$ (6,754,118)
pmt:	5% Interest Only 18mo	\$ (28,142.16)	
EQUITY REQUIRED FOR CONSTRUCTION			\$ 2,251,373
	(additional cash over land)	\$ 251,372.71	
TOTAL EQUITY RAISED			\$ 2,260,000
MINI-PERM FINANCING PERIOD			
pmt:	Mini-perm 42mo @5.25%		\$45,512.23

PRO FORMA CASH FLOW

RENTAL INCOME	Size	NNN Rate	Monthly Rental	Stabilized Year 1 (Mini-perm)	Stabilized Year 1 (Permanent)
Building 2	14,000	\$ 1.58	\$ 22,167	\$ 266,000	\$ 266,000
Building 3	28,000	\$ 1.58	\$ 44,333	\$ 532,000	\$ 532,000
POTENTIAL GROSS INCOME	42,000			\$ 798,000	\$ 798,000

	Commission %	Annual Rent	60 Mo Consideration	Commissions
EXPECTED LEASE COMMISSIONS	6%	\$ 798,000.00	\$ 3,990,000.00	\$ 239,400

EXPENSES			
Tax Base 2.334% tax rate			\$ 210,593
Insurance			\$ 37,800
Common Area Repair/Maintenance (3%)			\$ 23,940
Pro Mgmt. & Admin. (5.0%)			\$ 39,900
Other Expenses			\$ 31,920
TOTAL EXPENSES			\$ 344,153

43%

POTENTIAL OPERATING RECOVERY	100%		\$ 344,153	\$ 344,153
NET OPERATING INCOME			\$ 798,000	\$ 798,000

CASH FLOW ESTIMATES	YR1	YR2	YR3	YR4
Avg Vacancy by Year	50%	25%	15%	10%
GPR w/ 1.5% Increases per Year	\$ 798,000	\$ 809,970	\$ 822,120	\$ 834,451
Eff Rent	\$ 399,000	\$ 607,478	\$ 698,802	\$ 751,006
Tax Base 2.334% tax rate	\$ 147,415	\$ 210,593	\$ 214,805	\$ 219,101
Insurance	\$ 37,800	\$ 38,556	\$ 39,327	\$ 40,114
Common Area Repair/Maintenance	\$ 11,970	\$ 18,224	\$ 20,964	\$ 22,530
Pro Mgmt. & Admin. (4.0% plus \$1,000 per year)	\$ 19,950	\$ 30,374	\$ 34,940	\$ 37,550
Other Expenses	\$ 15,960	\$ 24,299	\$ 27,952	\$ 30,040
Total Expenses	\$ 233,095	\$ 322,047	\$ 337,989	\$ 349,336
Expense Ratio	58%	53%	48%	47%
Potential Operating Recovery	116,548	241,535	287,290	314,402
Net Operating Income	\$ 282,452	\$ 526,966	\$ 648,103	\$ 716,073
Debt Service (YR1 I/O)	\$ 337,706	\$ 546,147	\$ 546,147	\$ 546,147
Lease Up Allowance	\$ 168,853			
LAND SALES (62,560 SF @\$10) (net closing costs)	\$ 588,064			
Cash Flow	\$ 701,663	\$ (19,181)	\$ 101,957	\$ 169,926
Return of Capital Payouts	\$ -	\$ 682,482	\$ 101,957	\$ 169,926

	SALE IN YR 5	ASSUMPTIONS
NOI	\$ 716,073	¹ All buildings built at once
CAP RATE	7.00%	² Construction \$85 for Retail
SALE VALUE	\$ 10,229,609	
REMAINING LAND (±2ac @ \$15/psf)	\$ 1,500,000	
	\$ 11,729,609	
COST OF SALE 5%	\$ (511,480)	
NET PROCEEDS	\$ 11,218,129	
DEBT PAYDOWN (MONTH 49)	\$ (6,133,191)	
REMAINING EQUITY PAYDOWN	\$ (1,305,635)	
TOTAL NET PROCEEDS	\$ 3,779,302	Initial Investment IRR \$ 2,251,373 17.90%

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS**

MONDAY, JUNE 15, 2026



6:00 P.M.

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Tomball, Texas for 6:00 p.m. on June 15, 2026 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law). The public hearing will be held to consider annexation proceedings to enlarge and extend the boundary limits of said city limits to include the following described territory, to-wit:

Shoppes at Willow Creek Parcel – Being 14.0945 Acres of Land in the William Hurd Survey, Abstract Number 377, John H. Edwards Survey, Abstract Number 20, Harris County, Texas

Any member of the public has the right to appear at the Public Hearing and present evidence for or against the update. All written or oral objections relating to this matter will be considered at the public hearing.

CERTIFICATION

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, on the 3rd day of June 2026 by 5:00 p.m., and remained posted for at least three business days preceding the scheduled time of said meetings.

Thomas Harris III
Thomas Harris III
City Secretary, TRMC

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 feel free to contact the City Secretary's office at (281) 290-1002 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 15, 2026

Topic:

Consideration of and action on Resolution No. 2026-27, a Resolution of the City Council of the city of Tomball, Texas declaring the intention to institute proceedings to annex certain territory; describing such territory; setting July 20, 2026 at 6 o'clock PM as the date and time for public hearing at which all interested parties shall have an opportunity to be heard; providing for publication of such notice of said public hearing; directing preparation of a municipal service plan for the territory proposed, 15226 FM 2920, Tomball, TX, to be annexed (being 0.6614 acres consisting of 0.6614 of one acre or 28,810 square feet of land situated in the Chauncey Goodrich Survey, Abstract Number 311, Harris County, Texas, being a portion of that certain called 3.0051 acre tract of land described in deed recorded in the official public records of real property of Harris County, Texas, under County Clerk's File Number 20140030325); and providing for severability.

Background:

The City has received a voluntary petition for full-purpose annexation from the property owners of approximately 0.6614 acres of land located at 15226 FM 2920, within the City of Tomball's Extraterritorial Jurisdiction (ETJ). According to the application, the tract is part of a larger 3.0051-acre parent tract owned by Abigail L. Bailey, Joe E. Evans, and Janae E. Evans, and is contiguous and adjacent to the existing city limits. The petition affirms that all owners consent to annexation and that the land is not appraised for agricultural, wildlife, or timber use.

The owners are requesting annexation in conjunction with anticipated development of the overall tract. The Property Value & Anticipated Development Worksheet indicates that the full 3.015-acre tract is proposed for a 50-unit multifamily residential development, with zoning reclassification to be requested following annexation. The worksheet notes that the property currently contains no existing structures, and that the entire development is planned to occur in the current year. Further the application states that a plat has been or will soon be submitted to the Community Development Department for review.

As required by Chapter 43 of the Texas Local Government Code, the annexation packet includes a Municipal Service Plan, outlining the City's obligation to provide police, fire, solid waste, roadway maintenance, and utility services to the annexed area.

To initiate the formal annexation process, Resolution No. 2026-27 has been prepared for City Council consideration. The resolution declares the City's intention to annex the 0.6614-acre tract, directs staff to prepare the Municipal Service Plan, and sets a public hearing for July 20, 2026, at 6:00 p.m. in the City Council Chambers. The resolution also authorizes publication of the required legal notice and affirms that the annexation will proceed by ordinance following the hearing.

If approved, this action will allow the City to complete the statutory annexation process and subsequently consider zoning and development requests for this property. Annexation is also required before municipal water, wastewater, and gas service can be supplied to the property.

Origination: City Secretary's Office

Recommendation:

Approve Resolution No. 2026-27 ordering a public hearing the intent to annex 15226 FM 2920.

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

Thomas Harris III, City Secretary
and Olson & Olson

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 _____
Staff Member Date

Approved by _____
City Manager Date

**City of Tomball
Annexation Packet: Request of Owner
Coversheet**

This form is for use by a property owner that requests full-purpose annexation of a tract. If the subject tract is not individually owned and the petition is not by consent of all property owners, a different packet must be used. All property owners must consent to annexation and be signatories on the petition. **ONLY ONE OWNER NEEDS TO SUBMIT THE APPLICATION BUT ALL OWNERS MUST SIGN THE PETITION.**




The City of Tomball requires annexation as a condition of providing municipal water, wastewater and gas to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility service can be provided per the Written Agreement Regarding Services under the same conditions as for other property located within the City of Tomball.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1019 or the Community Development Department at 281-290-1405.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code. **ANNEXATION MUST BE COMPLETED PRIOR TO PROVIDING WATER, WASTEWATER AND GAS UTILITIES.**

I, the undersigned, submit this complete packet for purposes of seeking annexation into the City of Tomball.

Abigail L. Bailey, Joe E. Evans and Janae E. Evans
Name of Owner submitting Application

Signature	Date
	4/29/26
	4-30-26
	4-29-26

- Cover sheet
- Property Owner Attestation Checklist
- Proof of Ownership
- Property Value & Anticipated Development Information Worksheet
- Petition Requesting Annexation
- Metes and Bounds Description and Map of Property (as Exhibit A)
- Written Agreement Regarding Services
- Attendance at Public Hearing (time and date to be posted)
- City Department Review Page

Submit complete application to: City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Retain a copy for your records.

City of Tomball
Annexation Packet: Request of Owner
Property Owner Attestation Checklist

For the annexation request to be valid and complete under this application and process, the following must be true:

- Property in the Extraterritorial Jurisdiction of Tomball (land is contiguous and adjacent to the City).
- The property is not appraised for ad valorem tax purposes as land for:
 - Agricultural management use; OR
 - Wildlife management use; OR
 - Timber land; OR
- The landowner declines (waives) to make a development agreement with the City.
- All landowners are in consent of and are signatories on the annexation.

These attestations will be made as part of the Petition.

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

No (skip to b)
 Yes (continue)
 Total Units
 Lots or Acres

Number of Units by Type:

Single Family
 Duplexes
 Four-Plex
 Patio Homes
 Townhouses
 Apartments

- b. Office and Commercial
Are there existing Office or Commercial structures on the property?

No (skip to c)
 Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____

Total Site Coverage _____

- c. Institutional
Are there existing Institutional structures on the property?

No (skip to d)
 Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____

Total Site Coverage _____

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

- d. **Industrial**
Are there existing Industrial structures on the property?
 No (skip to 4)
 Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____
Total Site Coverage _____
4. **Anticipated Development**
- a. **Platting Status (check the applicable box below)**
 A plat pertaining to this property **HAS BEEN** submitted to the Community Development Department for review.
 A plat pertaining to this property **WILL BE** submitted to the Community Development Department for review in the near future.
 A plat pertaining to this property **WILL NOT BE** submitted within the next six (6) months.
- b. **Zoning Status – NOTE: PROPERTIES ARE ANNEXED AS AGRICULTURAL (“AG”) ZONING, UNLESS ZONING RECLASSIFICATION IS REQUESTED BY THE PROPERTY OWNER IN CONJUNCTION WITH ANNEXATION.**
- Is zoning reclassification requested in conjunction with the annexation process?
 YES (ensure you contact the Community Development Department)
 NO
- Will zoning changes be required and requested in the future to accommodate anticipated development?
 YES (Yes — the entire tract, containing approximately 3.015 acres, will be rezoned in conjunction with annexation to accommodate the proposed 50-unit multifamily development.)
 NO
- c. **Residential**
Are Residential structures anticipated on the proposed property?
 NO (skip to d)
 YES (continue)
 50_ Number of Units \$221,726_ Value of Units (individual)
 3.015_ Number of Lots or Acres \$11,086,830_ Estimate Total Value
Number of Units by Type
 Single-Family
 Duplexes

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

Four-Plex
 Patio Homes
 Townhouses
 50 Apartments

d. Office and Commercial

Are Office and/or Commercial structures anticipated on the proposed property?

NO (skip to e)

YES (continue)

Size (Sq. Ft.) _____

Unit Value (\$/Sq. Ft.) _____

Total Estimated Value _____

Structure Description _____

Exterior Site Improvements _____

Total Site Coverage _____

e. Institutional

Are Institutional structures anticipated on the proposed property?

NO (skip to f)

YES (continue)

Size (Sq. Ft.) _____

Unit Value (\$/Sq. Ft.) _____

Total Estimated Value _____

Structure Description _____

Exterior Site Improvements _____

Total Site Coverage _____

f. Industrial

Are Industrial structures anticipated on the proposed property?

NO (skip to g)

YES (continue)

Size (Sq. Ft.) _____

Unit Value (\$/Sq. Ft.) _____

Total Estimated Value _____

Structure Description _____

Exterior Site Improvements _____

Total Site Coverage _____

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

g. Staging of Anticipated Development (in percentages (%))

	Current Yr	Yr2	Yr3	Yr4	Yr5	Yr10	Yr20
Residential	100%						
Office/Commercial							
Institutional							
Industrial							

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND CITY COUNCIL OF THE GOVERNING BODY OF TOMBALL,
TEXAS:

The undersigned owners of the hereinafter described tract of land, which represents each and every owner of the land in the area requesting annexation, hereby waive, if required, a development agreement pursuant to Section 43.016, Texas Local Government Code, and petition your honorable Body to extend the present city limits so as to include as part of the City of Tomball, Texas, the following described territory, to wit:

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

LEGAL DESCRIPTION 0.6614 ACRES

BEING a 0.6614 acre tract of land within a called 3.0051 acre tract of land described in deed to Joe E. & Janae E. Evans, and Abigail L. Bailey as recorded under as recorded under Harris County Clerk's File Number 20140030325 of the Official Public Records of Real Property of Harris County, Texas, being located in the Chauncey Goodrich Survey, Abstract No. 311, Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMENCING from a 1/2 inch iron rod found for the southwest corner of said 3.0051 acre tract in the north line of Farm to Market Road 2920 being 120 feet wide;

THENCE N 03°37'24" W 541.08 feet along the west line of said 3.0051 to point in the northwest line of the current city limits of Tomball, Texas, and the **PLACE OF BEGINNING** for the herein described tract;

THENCE N 03°37'24" W 222.75 feet along the west line of said 3.0051 acre tract to a 1/2 inch iron rod found for the northwest corner of said 3.0051 acre tract;

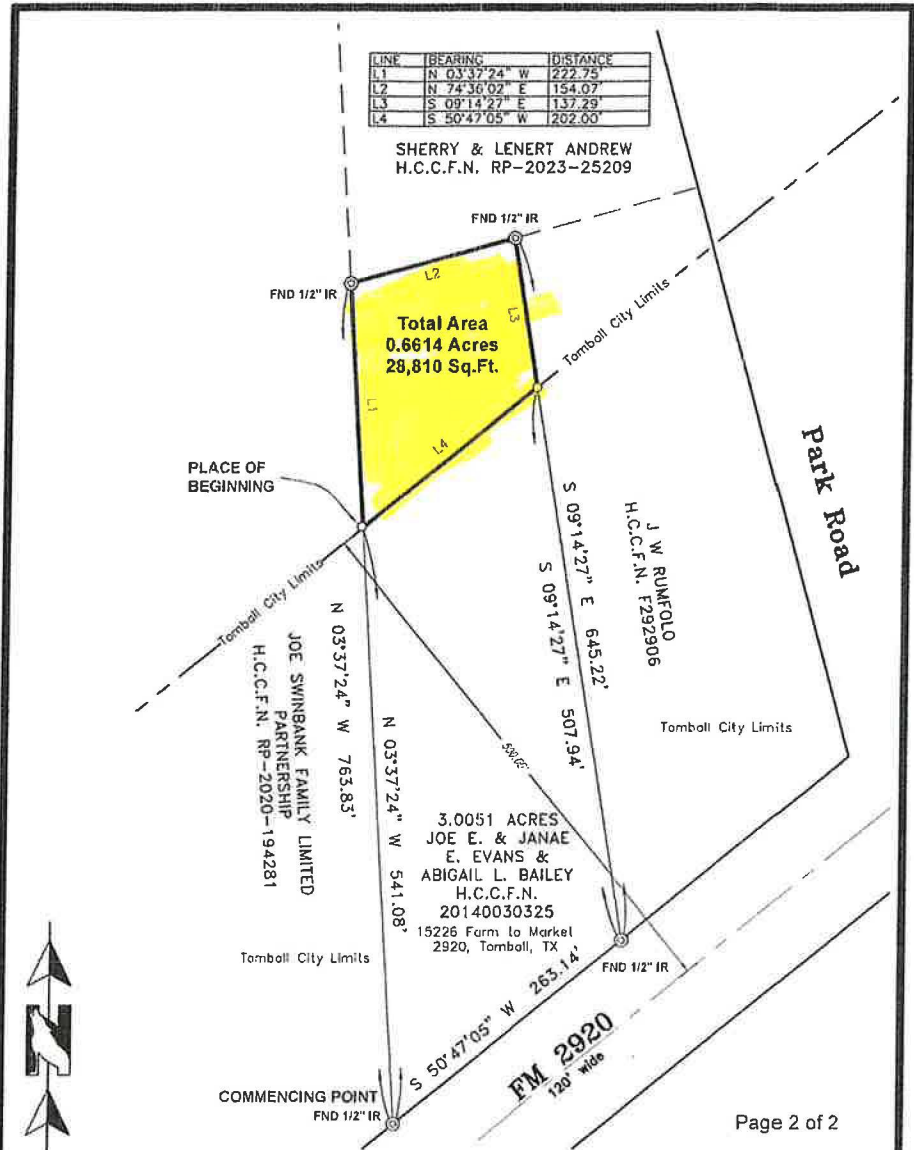
THENCE N 74°36'02" E 154.07 feet along the north line of said 3.0051 acre tract to a 1/2 inch iron rod found for the northeast corner of said 3.0051 acre tract;

THENCE S 09°14'27" E 137.29 feet along the east line of said 3.0051 acre tract to a point in the northwest line of the current city limits of Tomball, Texas;

THENCE S 50°47'05" W 202.00 feet across said 3.0051 acre tract of land, and along the northwest line of the current city limits of Tomball, Texas to the **PLACE OF BEGINNING**.

NOTE: ALL BEARINGS SHOWN HEREIN ARE BASED ON GRID NORTH OF THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD 1983 DATUM.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS



NOTE: ALL BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH OF THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204. NAD 1983 DATUM

BOUNDARY SURVEY OF 0.6641 ACRES OF LAND IN THE CHAUNCEY GOODRICH SURVEY, ABSTRACT NO 311, HARRIS COUNTY, TEXAS



GREY WOLF
ENGINEERS
1812 CHURCH ROAD, RD
HOUSTON, TX 77056
281-541-1155
TELE FIRM F-21735
© 2026 All Rights Reserved

Civil Engineers - Land Surveyors

BY: *[Signature]*
REGISTERED PROFESSIONAL LAND SURVEYOR
13FLS Firm # 100-5000

DATE: 4/27/2026 SCALE: 1"=100' DRAWN BY: JB DWG.NO. HA0311-26

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

We certify that the above described tract of land is contiguous and adjacent to the City of Tomball, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

[USE AS MANY OR AS FEW SIGNATURE LINES AS NECESSARY FOR EACH PROPERTY OWNER – DELETE THIS AFTER EDITS]


Signed: 
Signed: 
Signed: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, JONAE E. EVANS, and JOE E. EVANS, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 29th day of April, 2026.

Crystal Wade
Notary ID# 131475269
My Commission Expires
March 26, 2030


Notary Public in and for Harris County, Texas
STATE OF

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

- I. **Introduction.** This Municipal Service Plan (the “Plan”) is made by the City of Tomball, Texas (the “City”), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land (the “Tract”) described in metes and bounds in “Exhibit A”, which is attached to the Petition, this Plan, and to the annexation ordinance which this Plan is a part.
- II. **Effective Term.** This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.
- III. **Intent.** It is the intent of the City that services under this Plan shall equal the number of services and level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. **Service Programs.**

A. In General.

1. This Plan includes the following service programs: a General Services Program and a Capital Improvement Program.
2. As used in this Plan, “providing services” shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase “standard policies and procedures” shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

3. **Extension Policy.** The following information is a summary of the City's policies respecting water, wastewater and gas service extensions. This summary is made in compliance with Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provisions of the Code of Ordinances of the City, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.

- B. **General Services Program.** The following services will be provided within the Tract within the period required by State law: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The General Services Program plan is as follows:

- I. **Police Protection.** The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a city facility.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

2. Fire Protection. The Fire Department of the City will provide fire protection to the Tract. Fire protection will be provided from a city operated Fire Station. Fire protection will remain at the current or higher level of service.
3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.
4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
7. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of Public Works, as needed. Any other facility, building, or service existing or

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

- C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded police facilities.
2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.
3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.
4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.
5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

the City's policies with regard to the extension of water services is attached to and made a part of this Plan.

6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.
 7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.
 8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.
 9. Other Publicly Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.
- V. **Amendment.** This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

- VI. **Force Majeure.** In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City's obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.
- VII. **Entire Plan.** This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder of the Plan shall remain valid and in full force and effect.

SIGNATURES

For the City:

For the Property Owner:

Name [Signature]

Abigail L. Bailey
Name -Abigail L. Bailey

Name [Printed]

Joe E. Evans
Name -Joe E. Evans

Position

Janae E. Evans
Name -Janae E. Evans

Date

4-30-2026
Date

SERVICE AGREEMENT NOT VALID UNTIL SIGNED BY CITY REPRESENTATIVE AND PROPERTY HAS BEEN ANNEXED

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

Additional Property Owner(s) [if applicable]

Name [Signature]

Name [Signature]

Name [Printed]

Name [Printed]

Company [if applicable]

Company [if applicable]

Date

Date

**City of Tomball
Annexation Packet: Request of Owner
City Department Review Page**

To be filled by Requestor(s)

Property Description: 15226 FM 2920

Requestor / Owner: Jason Nicholson 

Requestor / Owner: _____

Requestor / Owner: _____

Date complete packet filed: _____

To be filled by City Departments

Directions: Review the packet for completeness and concurrence with request.

For: Police Department

Name [Printed]

Name [Signature]

Position

Date

For: Community Development

Name [Printed]

Name [Signature]

Position

Date

For: Fire Department

Name [Printed]

Name [Signature]

Position

Date

For: Public Works / Engineering

Name [Printed]

Name [Signature]

Position

Date

Return to City Secretary

WD
N

Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: January 23, 2014

Grantor: H. D. BOLTON and spouse, BARBARA J. BOLTON

Grantor's Mailing Address: 8112 Autumn Willow Dr
Tomball, TX 77375

Grantee:

1) JOE E. EVANS, as to a Twenty Percent (20%) undivided interest in property

(3)
1EE

Grantee's Mailing Address: 323 Gershwin
Houston, Texas 77079

2) JANAE E. EVANS, as to a Five Percent (5%) undivided interest in property

1EE

Grantee's Mailing Address: 1306 W. 22nd Street
Houston, Texas 77008

3) ABIGAIL L. BAILEY, as to an undivided Seventy-Five Percent (75%) undivided interest in property

1EE

Grantee's Mailing Address: 14503 Bramblewood Drive
Houston, Texas 77079

Consideration: TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable consideration

Property (including any improvements):

Being a 3.0051 acre tract of land in the Chauncy Goodrich Survey, A-311, Harris County, Texas; said 3.0051 acre tract being more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein, for all intents and purposes

Reservations from Conveyance: None

Special Warranty Deed
S-1320175388
Page 1

HB
INITIAL

STEWART TITLE

ER 053 - 36 - 1436

ER 053 - 36 - 1437

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2014, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Executed on the date as set out in the acknowledgment, but made EFFECTIVE as of the date first above written.

H. D. Bolton
H. D. BOLTON

2OR

Barbara J. Bolton
BARBARA J. BOLTON

THE STATE OF TEXAS §
COUNTY OF Harris §

UNOFFICIAL COPY

This instrument was acknowledged before me on the 23 day of January, 2014, by H. D. BOLTON.

Melissa R. Dunkirk
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF Harris §



This instrument was acknowledged before me on the 20 day of January, 2014, by BARBARA J. BOLTON.

Melissa R. Dunkirk
Notary Public, State of Texas

After Recording, Return to:

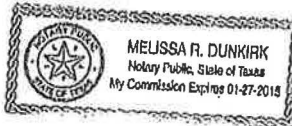


EXHIBIT "A"

BEING a 3.0051 tract of land in the Chauncey Goodrich Survey, A-311, Harris County, TX, said 3.0051 acre tract being that called 3.0000 acre tract in aforementioned survey conveyed to H. D. Bolton and wife Barbara J. Bolton by Warranty Deed W/Vendor's Lien recorded under Harris County Clerk File No. F683179 dated June 6, 1978, Official Public Records of Real Property, Harris County, TX, with Release of Lien recorded under Harris County Clerk File No. 1815914 dated August 24, 1986, Official Public Records of Real Property, Harris County, TX, said 3.0051 acre tract being more particularly described by metes and bounds as follows:

D

BEGINNING at a 3/8" steel rod (fd) in the South boundary line of Sherry Lenert and Andrew Lanert 1.9968 acre tract in aforementioned survey recorded under Harris County Clerk File No. 20120316089 dated July 12, 2012, Official Public Records of Real Property, Harris County, TX, marking the Northwest corner of 2.725 acres in aforementioned survey conveyed to J. W. Ruffolo by Warranty Deed recorded under Harris County Clerk File No. F292906, Official Public Records of Real Property, Harris County, TX;

THENCE South 07 deg 23 min 00 sec East - 643.03 feet (South 07 deg 23 min 00 sec East - 643.83 feet, HCCF No. F683178, OPRRP, HCT - basis of bearing) along the West boundary line of said J. W. Ruffolo 2.725 acre tract and the East boundary line of the tract herein described to a 3/8" steel rod (fd) in the Northwest right-of-way line of F. M. Road No. 2920 (120.00 foot wide ROW) marking the Southwest corner of said J. W. Ruffolo 2.725 acre tract, for the Southeast corner of the tract herein described;

THENCE South 52 deg 33 min 31 sec West - 262.56 feet (called South 52 deg 33 min 30 sec West - 262.51 feet) along the Northwest right-of-way line of F. M. Road No. 2920 to a 3/8" steel rod (set) marking the Southeast corner of Tract I - 1.582 acres in aforementioned survey conveyed to Samuel S. Sorsby and wife Brenda K. Sorsby by General Warranty Deed dated November 8, 2005 and recorded under Harris County Clerk File No. Y887776, Official Public Records of Real Property, Harris County, TX, for the Southwest corner of the tract herein described;

THENCE North 02 deg 49 min 08 sec West, passing the Northeast corner of said Samuel S. Sorsby, et ux 1.582 acre tract and the Southeast corner of Tract II - 7.239 acres in aforementioned survey conveyed to Samuel S. Sorsby and wife

Brenda K. Sorsby by General Warranty Deed dated November 8, 2005 and recorded under Harris County Clerk File No. Y887776, Official Public Records of Real Property, Harris County, TX, at 217.56 feet from which a 1-1/2" iron pipe (fd) bears South 52 deg 33 min 31 sec West - 0.35 feet, passing the Northeast corner of said Samuel S. Sorsby, et ux 7.239 acre tract, being also the Southeast corner of a 17.724 acre tract in aforementioned survey conveyed to Samuel S. Sorsby and wife Brenda Sorsby by Warranty Deed dated March 11, 1999 and recorded under Harris County Clerk File No. T595676, Official Public Records of Real Property, Harris County, TX, at 632.40 feet, from which a 1-1/2" iron pipe (fd) bears South 52 deg 33 min 31 sec West - 0.34 feet, in all 762.63 feet (called North 02 deg 49 min 08 sec West - 762.34 feet) to a 3/8" steel rod (fd) in the East boundary line of said Samuel S. Sorsby and wife Brenda Sorsby 17.724 acre tract, marking the Southwest corner of said Sherry Lenert and Andrew Lanert 1.9968 acre tract, for the Northwest corner of the tract herein described;

THENCE North 76 deg 28 min 01 sec East - 154.09 feet (called North 76 deg 26 min 52 sec East - 154.18 feet) along the South boundary line of said Sherry Lenert and Andrew Lanert 1.9968 acre tract to the POINT OF BEGINNING and containing 3.0051 acres of land.

UNOFFICIAL COPY

20140030325
Pages 4
01/24/2014 09:50:47 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY

STAN STANART
COUNTY CLERK
Fees 24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CITY OF TOMBALL
HARRIS COUNTY, TEXAS**

RESOLUTION NO. 2026-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, DECLARING THE INTENTION TO INSTITUTE PROCEEDINGS TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING JULY 20, 2026 AT 6 O’CLOCK PM as the DATE AND TIME FOR PUBLIC HEARING AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF SUCH NOTICE OF SAID PUBLIC HEARING; DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED (BEING 0.6614 ACRES CONSISTING OF 0.6614 OF ONE ACRE OR 28,810 SQUARE FEET OF LAND SITUATED IN THE CHAUNCEY GOODRICH SURVEY, ABSTRACT NUMBER 311, HARRIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 3.0051 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, UNDER COUNTY CLERK’S FILE NUMBER 20140030325); AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Abigail L. Bailey, Joe E. Evans, and Janae E. Evans, are the owners (the “Owner”) of a certain tract of land being **0.6614** total acres consisting of the following:

- 0.6614 of one acre or 28,810 square feet of land situated in the Chauncey Goodrich Survey, Abstract Number 311, Harris County, Texas, being a portion of that certain called 3.0051 acre tract of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk’s File Number 20140030325, as more particularly described by metes and bounds in Exhibit “A” attached hereto.

WHEREAS, the Owner has petitioned that the City of Tomball annex the Property into the City of Tomball; and

WHEREAS, Texas Local Government Code, at Section 43.0673 requires a municipality to conduct one public hearing prior to the adoption of an ordinance annexing the Property;

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

Section 1. The facts and matters set forth in the preamble to this resolution are hereby found to be true and correct.

Section 2. The City Council of the City of Tomball hereby declares its intention to institute proceedings to annex to the City the territory described in Exhibit “A” attached hereto and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of Tomball for all purposes to include such territory.

Section 3. The City Council directs that the Council will hold a public hearing on July 20, 2026 at the City Council Chambers at 401 Market Street, Tomball, Texas 77375, at 6 o’clock p.m., where all interested persons will be provided the opportunity to be heard on the requests for annexation of a 0.6614 acres tract of land as more fully described in the Exhibit “A”.

Section 4. The City Secretary is directed to post notice of the public hearings in a newspaper of general circulation in the City once on or after the 20th day but before the 10th day before July 20, 2026.

Section 5. The appropriate City departments are directed to prepare the Municipal Service Plan for the Property to include provisions for police protection; fire protection; solid waste collection, maintenance of water, wastewater, and gas facilities; operation and maintenance of roads and streets; operation and maintenance of parks, playground and swimming pools; and operation and maintenance of any other publicly owned facility, building, or service, as needed.

Section 7. In the event any clause phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND RESOLVED this the _____ day of _____ 2026.

Lori Klein Quinn, Mayor

ATTEST:

Thomas Harris, City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 15, 2026

Topic:

Conduct a public hearing and consideration to approve **Zoning Case CUP26-02**: Request by A K Texas Venture Capital, L.P. to consider a Conditional Use Permit within the General Retail (GR) zoning district to allow for the land use of “Automotive Repair and Service, Major” on Lot 1 of Shops at Tomball Parkway, one lot containing approximately 1.96 acres of land, located north of the northeast intersection of Texas 249 Access Road and Medical Complex Drive. The applicant is requesting to allow for the property to be developed with a specialized transmission repair shop.

Adopt, on First Reading, Ordinance No. 2026-14, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by granting a Conditional Use Permit (CUP) to allow for the land use of “Automotive Repair and Service, Major” on Lot 1 of Shops at Tomball Parkway, one lot containing approximately 1.96 acres of land, located north of the northeast intersection of Texas 249 Access Road and Medical Complex Drive within the City of Tomball, Harris County, Texas; providing for 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.

Background:

Origination: A K Texas Venture Capital, L.P.

Recommendation:

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

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

ORDINANCE NO. 2026-14

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO ALLOW THE LAND USE OF “AUTOMOTIVE REPAIR AND SERVICE, MAJOR” WITHIN THE CITY OF TOMBALL’S GENERAL RETAIL (GR) ZONING DISTRICT. THIS REQUEST AFFECTS APPROXIMATELY 1.96 ACRES OF LAND DEFINED AS LOT 1 OF SHOPS AT TOMBALL PARKWAY, LOCATED NORTH OF THE NORTHEAST INTERSECTION OF TEXAS 249 ACCESS ROAD AND MEDICAL COMPLEX DRIVE, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR 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.

Whereas, A K Texas Venture Capital, L.P. has requested a Conditional Use Permit within the General Retail (GR) zoning district on Lot 1 of Shops at Tomball Parkway, one lot containing approximately 1.96 acres of land, located north of the northeast intersection of Texas 249 Access Road and Medical Complex Drive.

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested CUP; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City’s receipt of the requested CUP; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested CUP, the City Council held the public hearing for the requested CUP and the City Council considered the final report of the Planning & Zoning Commission; and

Whereas, the City Council deems it appropriate to grant the requested CUP.

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

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

Section 2. A CUP to allow a “Automotive Repair and Service, Major” at the property and subject to the terms and conditions set forth below is hereby granted.

- The site shall be developed in general conformance with the Concept Plan as illustrated in Exhibit “A”.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the granting of the CUP as herein provided.

Section 5. The CUP granted hereby shall be null and void after the expiration of two (2) years from the date of adoption hereon unless the Property is being used in accordance with the CUP herein authorized within said two-year period, or unless an extension of time is approved by City Council.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 7. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

FIRST READING:

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

COUNCILMAN MICHNA _____
COUNCILMAN GARCIA _____
COUNCILMAN DUNAGIN _____
COUNCILMAN COVINGTON _____
COUNCILMAN PARR _____

SECOND READING:

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

COUNCILMAN MICHNA _____
COUNCILMAN GARCIA _____
COUNCILMAN DUNAGIN _____
COUNCILMAN COVINGTON _____
COUNCILMAN PARR _____

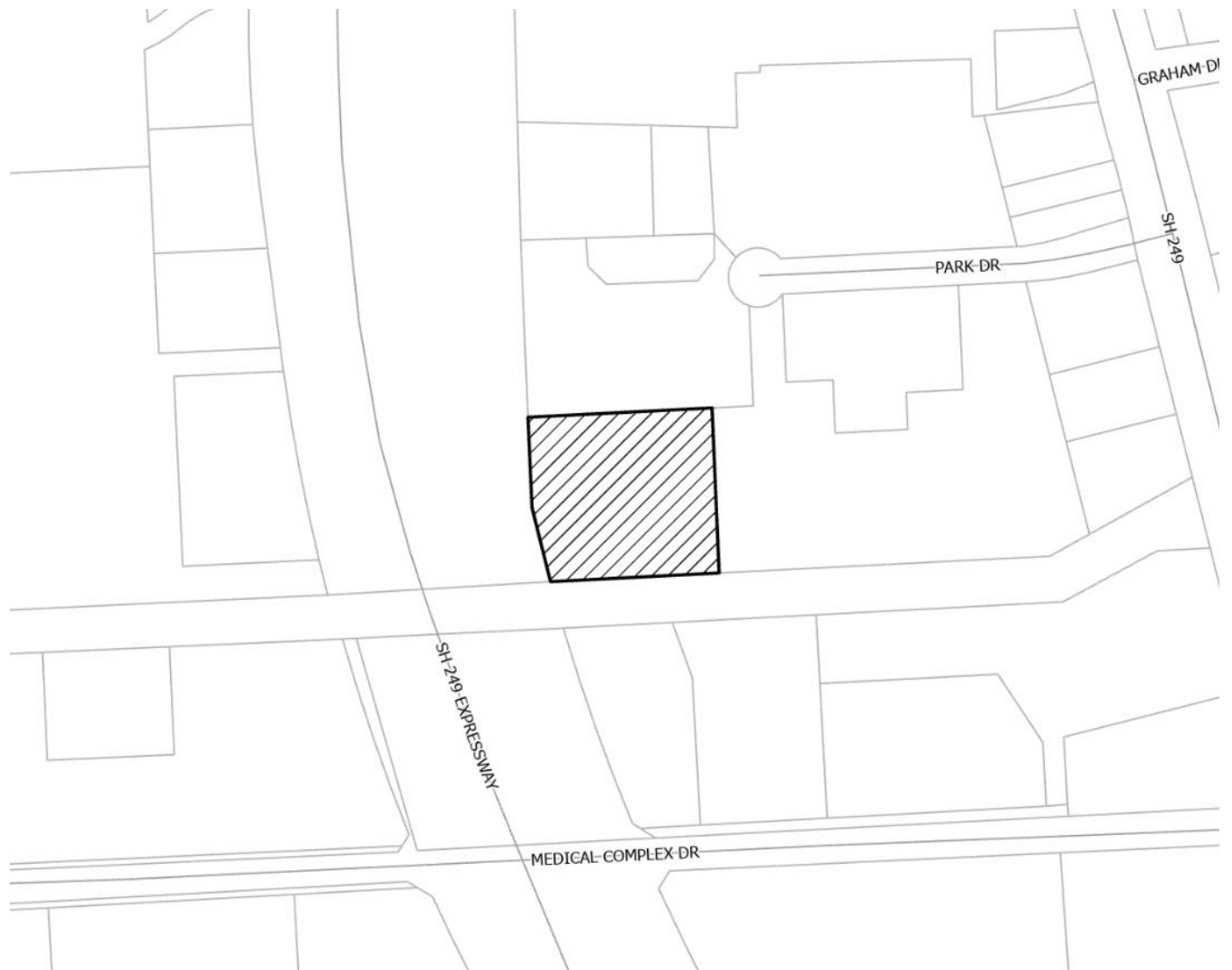
LORI KLEIN QUINN, Mayor

ATTEST:

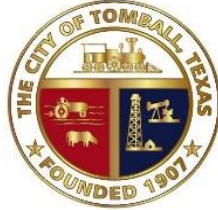
Thomas Harris, City Secretary

Exhibit "B"

Location: North of the northeast intersection of Texas 249 Access Road and Medical Complex Drive.



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
JUNE 8, 2026
&
CITY COUNCIL
JUNE 15, 2026**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, June 8, 2026, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, June 15, 2026, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case CUP26-02: Request by A K Texas Venture Capital, L.P. to consider a Conditional Use Permit within the General Retail (GR) zoning district to allow for the land use of “Automotive Repair and Service, Major” on Lot 1 of Shops at Tomball Parkway, one lot containing approximately 1.96 acres of land, located north of the northeast intersection of Texas 249 Access Road and Medical Complex Drive. The applicant is requesting to allow for the property to be developed with a specialized transmission repair shop.

Zoning Case Z26-06: Request by Shoppes at Willow Creek, LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tracts “3G & 4B” and “3D-1 & 4A-1”, two tracts containing approximately 14.09 acres of land, situated in the W Hurd Survey, Abstract 377, located west of the southwest intersection of FM 2920 and Telge Road (20715 Telge Road). The applicant is requesting to allow for the properties to be developed for general retail uses.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend.

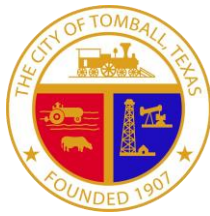
Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Planning Division, at (281) 290-1477 or at planning@tomballtx.gov.

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

I hereby certify that the above notice of the 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, on the 2nd day of June 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

Benjamin Lashley
Benjamin Lashley
Assistant City Planner

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 feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Conditional Use Permit Case CUP26-02

5/19/2026

The Planning & Zoning Commission will hold a public hearing on **June 8, 2026 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by A K Texas Venture Capital, L.P. to consider a Conditional Use Permit within the General Retail (GR) zoning district to allow for the land use of "Automotive Repair and Service, Major" on Lot 1 of Shops at Tomball Parkway, one lot containing approximately 1.96 acres of land, located north of the northeast intersection of Texas 249 Access Road and Medical Complex Drive. The applicant is requesting to allow for the property to be developed with a specialized transmission repair shop.

This hearing is open to any interested person. Opinions, objections, and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for a **Conditional Use Permit**. The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **June 15, 2026 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact the Planning Division, by telephone (281-290-1477) or by email address planning@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: CUP26-02

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Name:
Parcel I.D.:
Address:

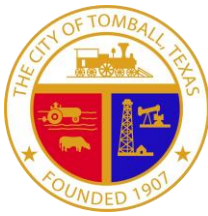
Email: planning@tomballtx.gov

I am in favor

I am opposed

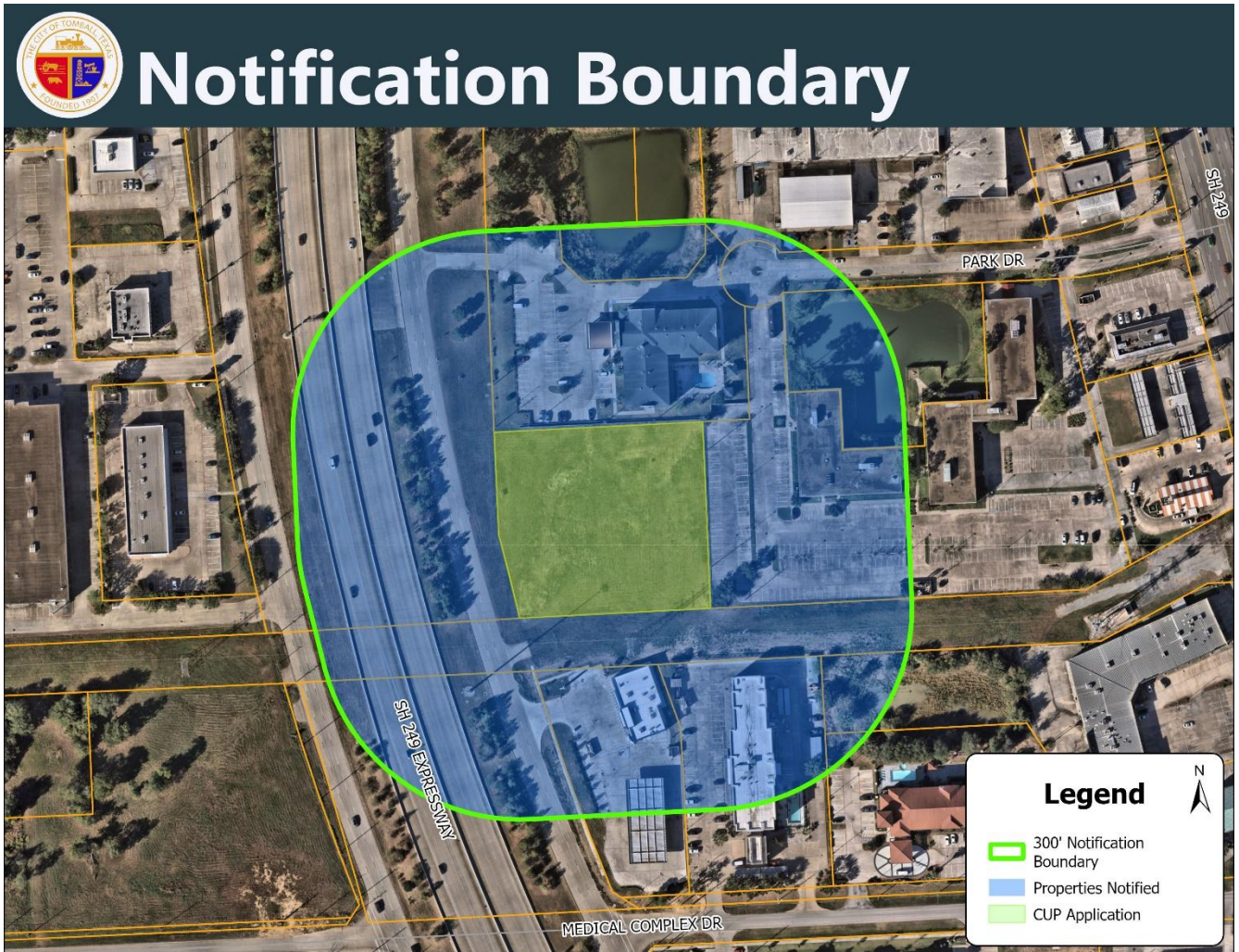
Additional Comments:

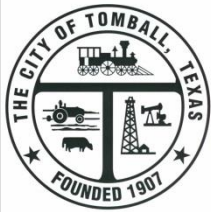
Signature: _____



City of Tomball
Community Development Department

CUP26-02





**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: June 8, 2026
City Council Public Hearing Date: June 15, 2026

Rezoning Case: CUP26-02

Property Owner(s): A K Texas Venture Capital, L.P.

Applicant(s): Mario Ipina

Legal Description: Request by A K Texas Venture Capital, L.P. to consider a Conditional Use Permit within the General Retail (GR) zoning district to allow for the land use of “Automotive Repair and Service, Major” on Lot 1 of Shops at Tomball Parkway, one lot containing approximately 1.96 acres of land

Location: North or the northeast intersection of Texas 249 Access Road and Medical Complex Drive (Exhibit “A”)

Area: 1.96 acres

Comp Plan Designation: Corridor Commercial (Exhibit “B”)

Present Zoning: General Retail (GR) District (Exhibit “C”)

Request: To consider a Conditional Use Permit within the General Retail (GR) zoning district to allow for the land use of “Automotive Repair and Service, Major”

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	General Retail (GR)	Holiday Inn Express & Suites
South	General Retail (GR)	Fuel Maxx
East	General Retail (GR)	Professional Office Complex
West	Commercial	Retail Center

BACKGROUND

The subject property has been within the City of Tomball’s GR zoning district since the adoption of zoning in February 2008 and is currently undeveloped. The applicant desires to build and operate an A+ Transmission Shop. This application for a CUP is the product of the properties current zoning district (General Retail) which only allows the land use of “Automotive Repair and Service, Major” with the approval of a CUP by City Council.

ANALYSIS

Comprehensive Plan Analysis: The property is designated as Corridor Commercial by the Comprehensive Plan’s Future Land Use Map. The Corridor Commercial designation is intended for nonresidential uses along high-traffic thoroughfares. Appropriate land uses include but are not limited to retail, hotels, restaurants, personal services, and offices. Development within the Corridor Commercial designation should have primary access to an arterial street and provide mobility enhancements for pedestrians.

Staff Review Comments: This CUP request is in conformance with the Future Land Use Plan and blends with the nearby land uses of professional offices, retail, hotels, and restaurants. The General Retail district was established to provide areas for local neighborhood shopping and service facilities. The subject development would meet all general and supplemental standards specifically applicable to the desired land use and property conditions. City Staff does not anticipate adverse impacts to the adjacent properties nor the surrounding area.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on May 19, 2026. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

Note that the Planning & Zoning Commission may recommend, and the City Council may impose any additional conditions as are reasonably necessary.

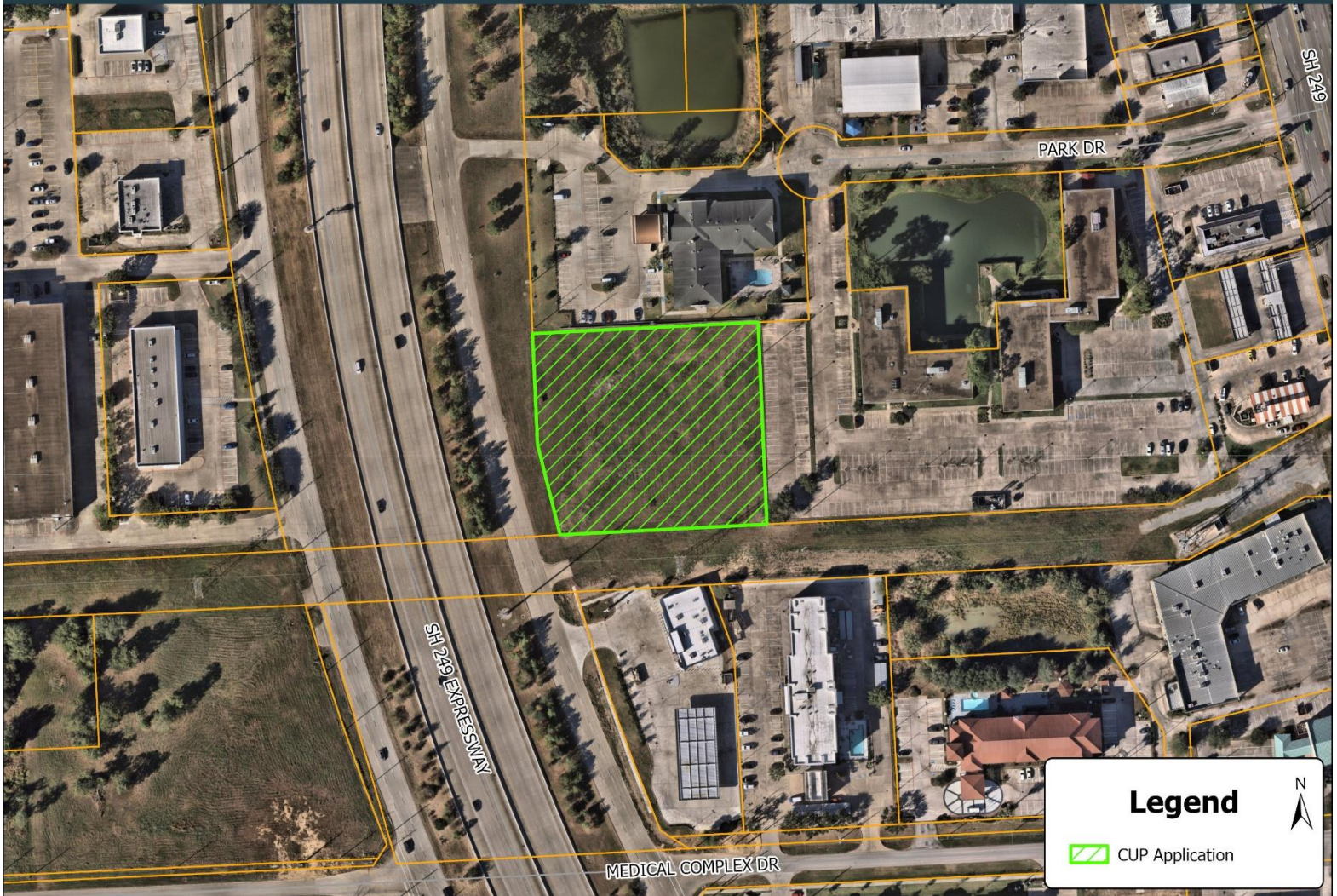
EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan
- C. Zoning Map
- D. Site Photos
- E. Rezoning Application

Exhibit "A"
Aerial Location Map



Location



Legend

 CUP Application

N

Exhibit "B"
Future Land Use Plan



Future Land Use

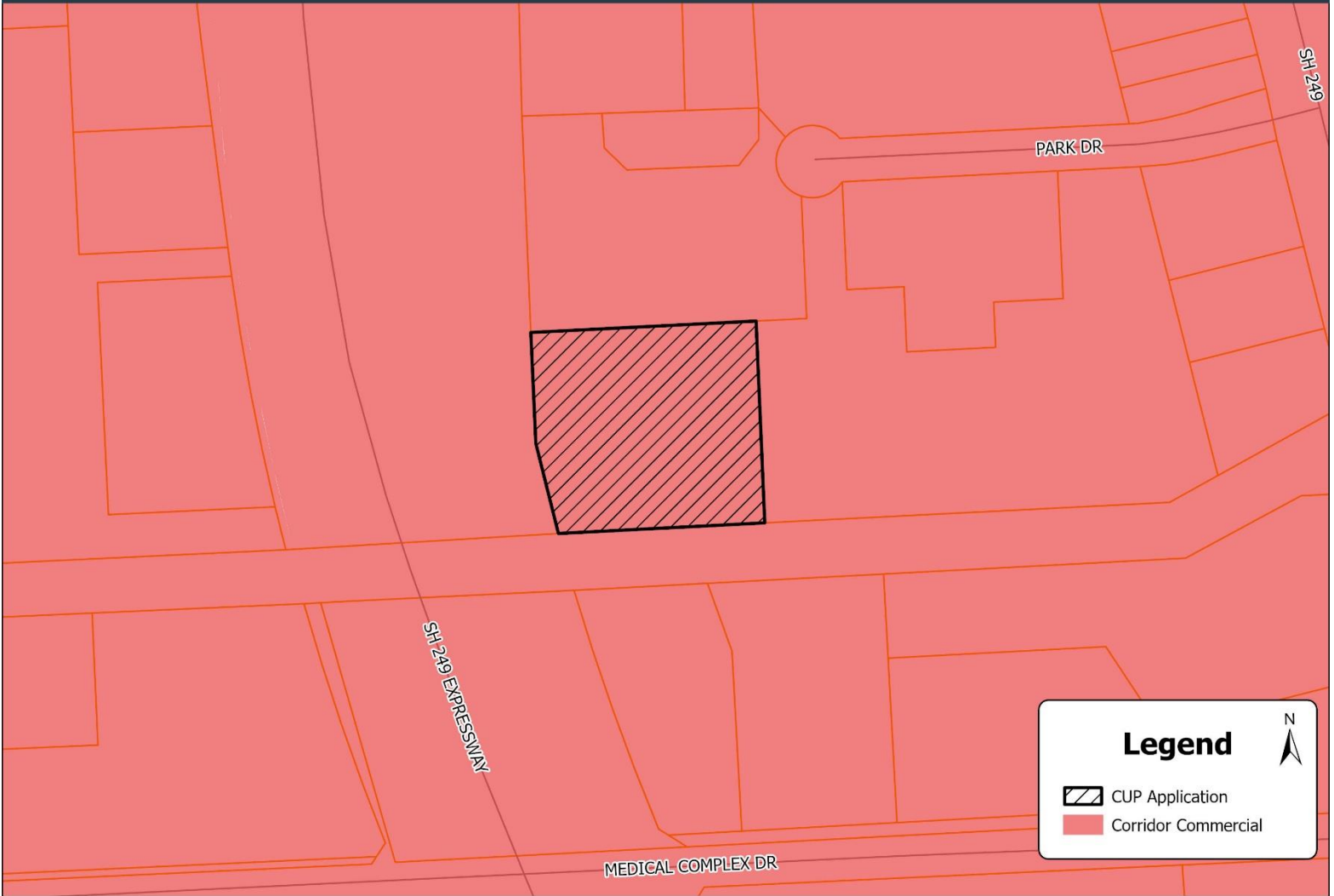
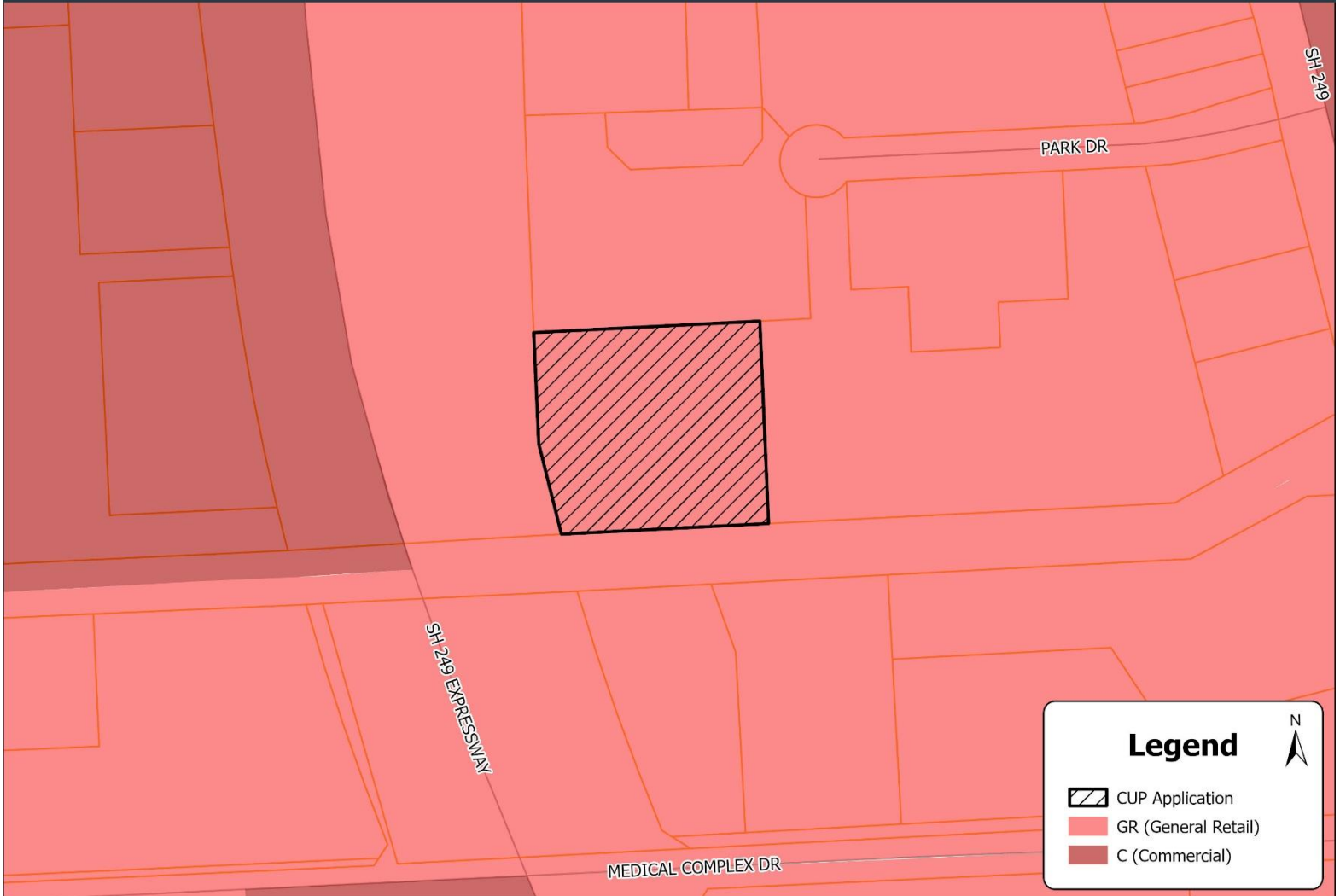


Exhibit "C"
Zoning Map



Zoning



Legend

- CUP Application
- GR (General Retail)
- C (Commercial)

N

Exhibit "D"
Site Photos

Subject Site (East)



Neighbor (North)



Neighbor (South)



Neighbor (West)



**Exhibit “E”
Rezoning Application**



E N G I N E E R I N G A N D D E S I G N F I R M

Bovay Engineers, Inc.
5450 NW Central Drive,
Suite 302
Houston, Texas 77092
Phone: 713.777.8400
Email: permits@bovayengineers.com
Fax: 281.673.6696

**Bovay Engineers
5450 NW Central Drive, Suite 302.
Houston, TX 77092
04/24/2026**

**Planning Division
501 James Street, Tomball, TX 77375**

Subject: Conditional Use Permit – 0 SH 249, Tomball, Tx., 77377 – HCAD # 1411880010001

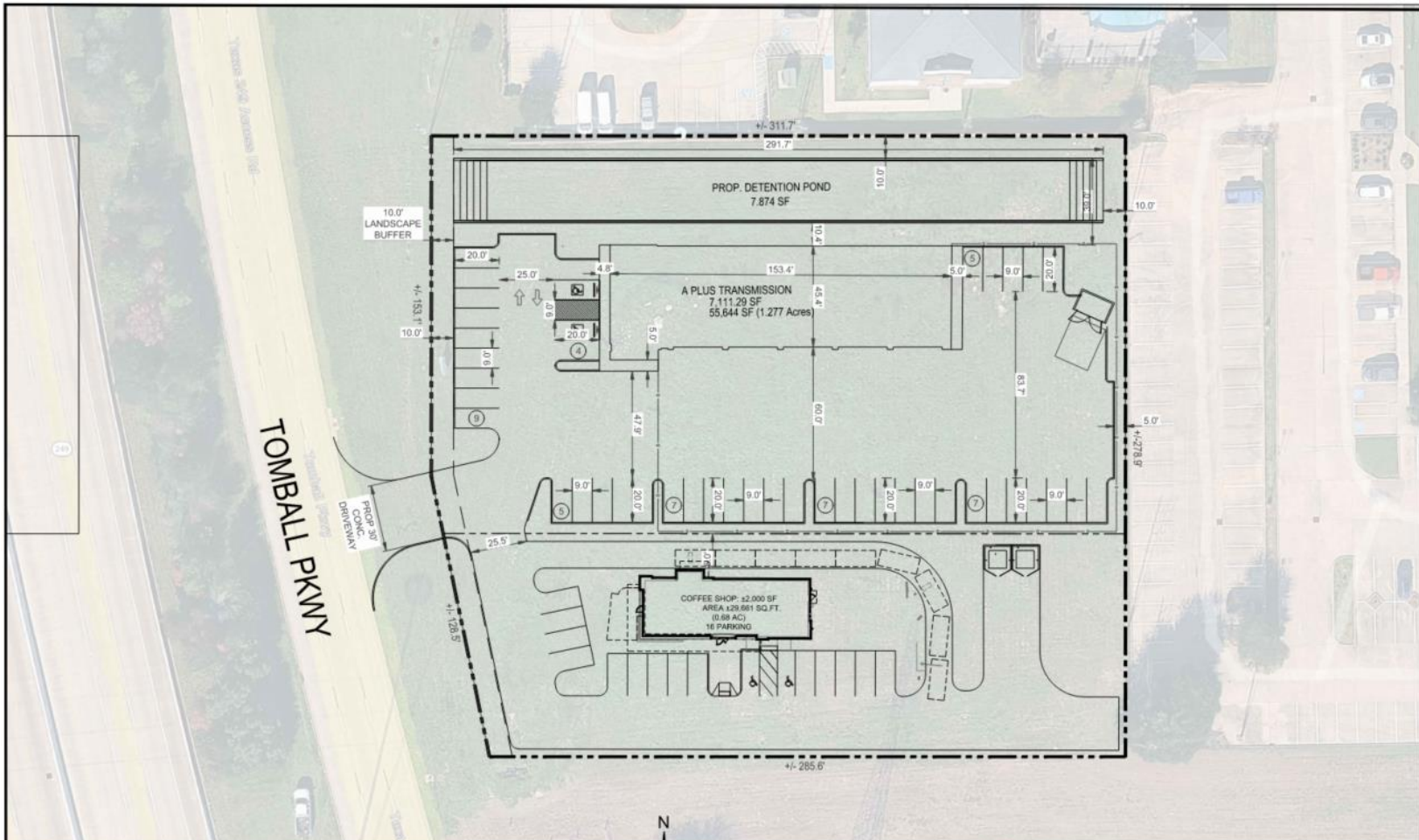
CPU – Planning Division,

We are applying for a Conditional Use Permit for the proposed specialized transmission repair shop - A Plus Transmission. Currently, the property where we are proposing the A+ Transmission shop is zoned as GR – General Retail, the proposed business would be considered zoning C – Commercial. We are requesting this conditional use permit to allow us to make this change.

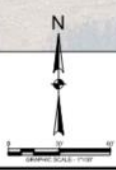
Thank you.

Sincerely,

Mario Ipina, Jr., P.E.
Bovay Engineers, Inc.
Tel: 713.777.8400
permits@bovayengineers.com



TOMBALL PKWY



REVISIONS	
NO.	DESCRIPTION

A+ TRANSMISSIONS
1.277 ACRES

COFFEE SHOP
0.68 ACRES

TOMBALL PKWY

DATE: 04/12/2026
Preliminary Site Plan



Revised: 10/1/2022

APPLICATION FOR
CONDITIONAL USE PERMIT
Planning Division

A conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions. This Section sets forth the standards used to evaluate proposed conditional uses and the procedures for approving conditional use permit (CUP) applications.

APPLICATION SUBMITTAL: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

FEES: Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for Conditional Use Permit (CUP) request

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

SMARTGOV WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: Mario Ipina Title: President-CEO
Mailing Address: 5450 NW Central Drive, Suite 305 City: Houston State: Tx
Zip: 77092 Contact: Mario Ipina
Phone: (713) 777-8400 Email: permits@bovayengineers.com

Owner A-K Texas Venture Capital, L.P. Title: Manager
Mailing Address: 8827 W. Sam Houston Pkwy, N Ste. 200 City: Houston State: Tx
Zip: 77040 Contact: Michael Harney
Phone: 281 477-4300 Email: mharney@newquest.com

Engineer/Surveyor (if applicable)

Name: Mario Ipina Title: President-CEO
Mailing Address: 5450 NW Central Drive, Suite 305 City: Houston State: Tx
Zip: 77092 Contact: Mario Ipina
Phone: (713) 777-8400 Fax: () Email: permits@bovayengineers.com

Description of Proposed Project: Proposed specialized transmission repair shop

Physical Location of Property: 0 SH 249, Tomball, Tx., 77377
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: LT 1 Tomball Parkway PAR R/P
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 1411880010001 Acreage: 1.96

Current Use of Property: Vacant

Proposed Use of Property: Specialized transmission repair shop

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

Mario Spina 4/16/26
Signature of Applicant Date

A-K Texas Venture Capital, L.P., a Texas limited partnership
A-K Texas GP, L.C., a Texas limited liability company, its general partner

[Signature] 4/23/2024
Signature of Owner Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 15, 2026

Topic:

Conduct a public hearing and consideration to approve **Zoning Case Z26-06**: Request by Shoppes at Willow Creek, LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tracts “3G & 4B” and “3D-1 & 4A-1”, two tracts containing approximately 14.09 acres of land, situated in the W Hurd Survey, Abstract 377, located west of the southwest intersection of FM 2920 and Telge Road (20715 Telge Road). The applicant is requesting to allow for the properties to be developed for general retail uses.

Adopt, on First Reading, Ordinance No. 2026-15, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 14.09 acres of land, situated in the W Hurd Survey, Abstract 377 from Agricultural (AG) to General Retail (GR) on Tracts “3G & 4B” and “3D-1 & 4A-1”. The applicant is requesting to allow for the properties to be developed for general retail uses. The property is located west of the southwest intersection of FM 2920 and Telge Road from Agricultural (AG) to General Retail (GR), 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.

Background:

Origination: Shoppes at Willow Creek, LLC

Recommendation:

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

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

ORDINANCE NO. 2026-15

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 14.09 ACRES OF LAND LOCATED ON TWO TRACTS, TRACTS “3G & 4B” AND “3D-1 & 4A-1”, SITUATED IN THE W HURD SURVEY, ABSTRACT 377, LOCATED WEST OF THE SOUTHWEST INTERSECTION OF FM 2920 AND TELGE ROAD FROM AGRICULTURAL (AG) TO GENERAL RETAIL (GR), 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.

Whereas, Shoppes at Willow Creek, LLC have requested a zone change from Agricultural (AG) to General Retail (GR) on Tracts “3G & 4B” and “3D-1 & 4A-1”, two tracts containing approximately 14.09 acres of land, situated in the W Hurd Survey, Abstract 377, located west of the southwest intersection of FM 2920 and Telge Road (20715 Telge Road).

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City’s receipt of the requested rezoning; and

Whereas, the City Council deems it appropriate to grant a rezoning to the General Retail (GR) District.

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

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

Section 2. The rezoning classification of the Property is hereby changed and is subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, imp

or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

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 _____ DAY OF _____ 2026.

COUNCILMAN MICHNA _____
COUNCILMAN GARCIA _____
COUNCILMAN DUNAGIN _____
COUNCILMAN COVINGTON _____
COUNCILMAN PARR _____

SECOND READING:

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

COUNCILMAN MICHNA _____
COUNCILMAN GARCIA _____
COUNCILMAN DUNAGIN _____
COUNCILMAN COVINGTON _____
COUNCILMAN PARR _____

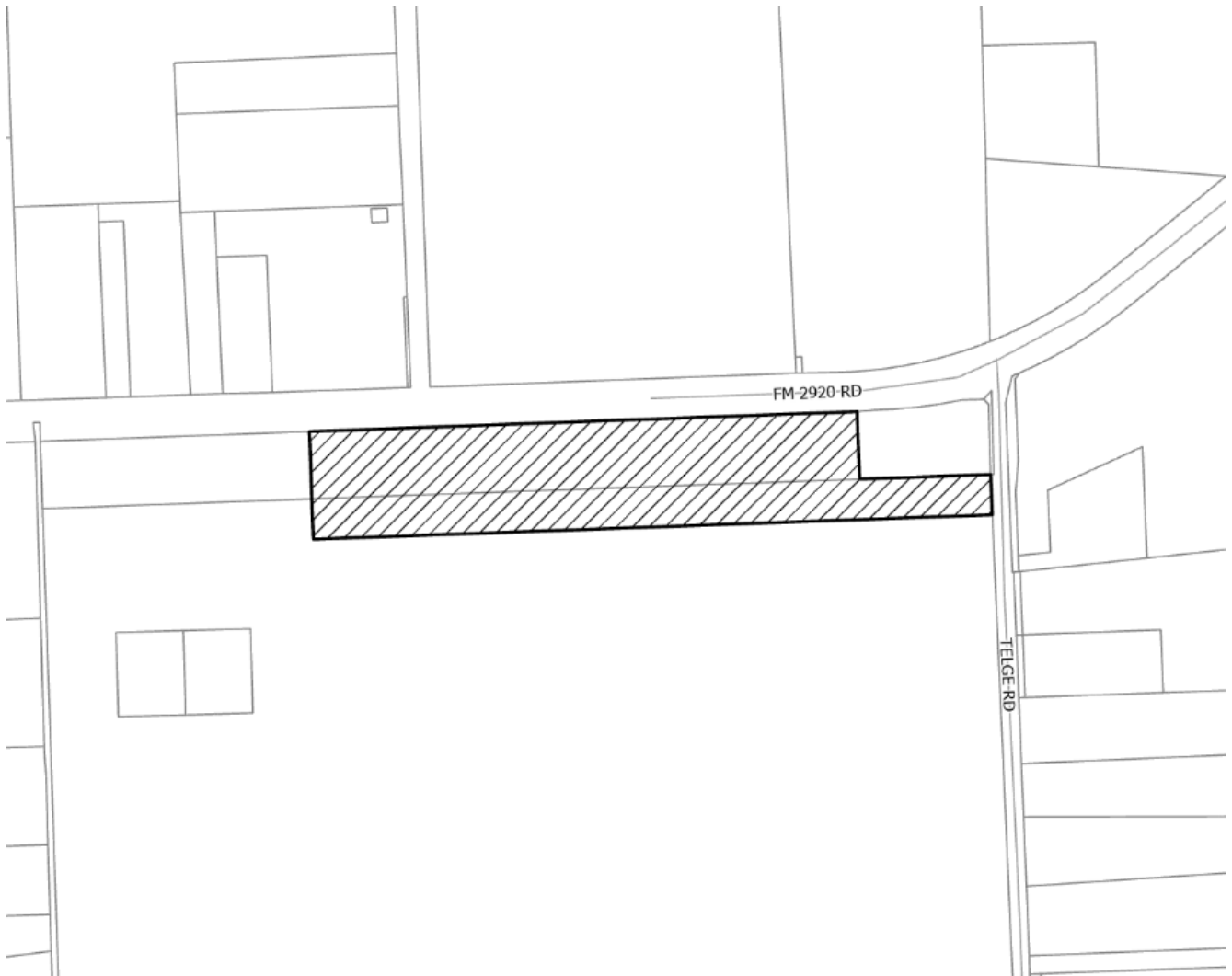
LORI KLEIN QUINN, Mayor

ATTEST:

Thomas Harris III
City Secretary

Exhibit "A"

Location: West of the southwest intersection of FM 2920 and Telge Road (20715 Telge Road).



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
JUNE 8, 2026
&
CITY COUNCIL
JUNE 15, 2026**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, June 8, 2026, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, June 15, 2026, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case CUP26-02: Request by A K Texas Venture Capital, L.P. to consider a Conditional Use Permit within the General Retail (GR) zoning district to allow for the land use of “Automotive Repair and Service, Major” on Lot 1 of Shops at Tomball Parkway, one lot containing approximately 1.96 acres of land, located north of the northeast intersection of Texas 249 Access Road and Medical Complex Drive. The applicant is requesting to allow for the property to be developed with a specialized transmission repair shop.

Zoning Case Z26-06: Request by Shoppes at Willow Creek, LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tracts “3G & 4B” and “3D-1 & 4A-1”, two tracts containing approximately 14.09 acres of land, situated in the W Hurd Survey, Abstract 377, located west of the southwest intersection of FM 2920 and Telge Road (20715 Telge Road). The applicant is requesting to allow for the properties to be developed for general retail uses.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend.

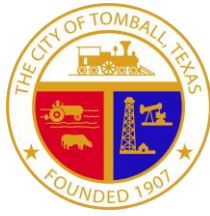
Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Planning Division, at (281) 290-1477 or at planning@tomballtx.gov.

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

I hereby certify that the above notice of the 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, on the 2nd day of June 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

Benjamin Lashley
Benjamin Lashley
Assistant City Planner

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 feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z26-06

5/19/2026

The Planning & Zoning Commission will hold a public hearing on **June 8, 2026 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Shoppes at Willow Creek, LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tracts "3G & 4B" and "3D-1 & 4A-1", two tracts containing approximately 14.09 acres of land, situated in the W Hurd Survey, Abstract 377, located west of the southwest intersection of FM 2920 and Telge Road (20715 Telge Road). The applicant is requesting to allow for the properties to be developed for general retail uses.

This hearing is open to any interested person. Opinions, objections, and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning**. The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **June 15, 2026 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact the Planning Division, by telephone (281-290-1477) or by email address planning@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z26-06

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Name:
Parcel I.D.:
Address:

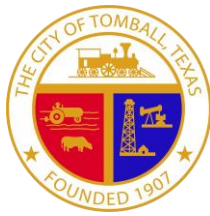
Email: planning@tomballtx.gov

I am in favor

I am opposed

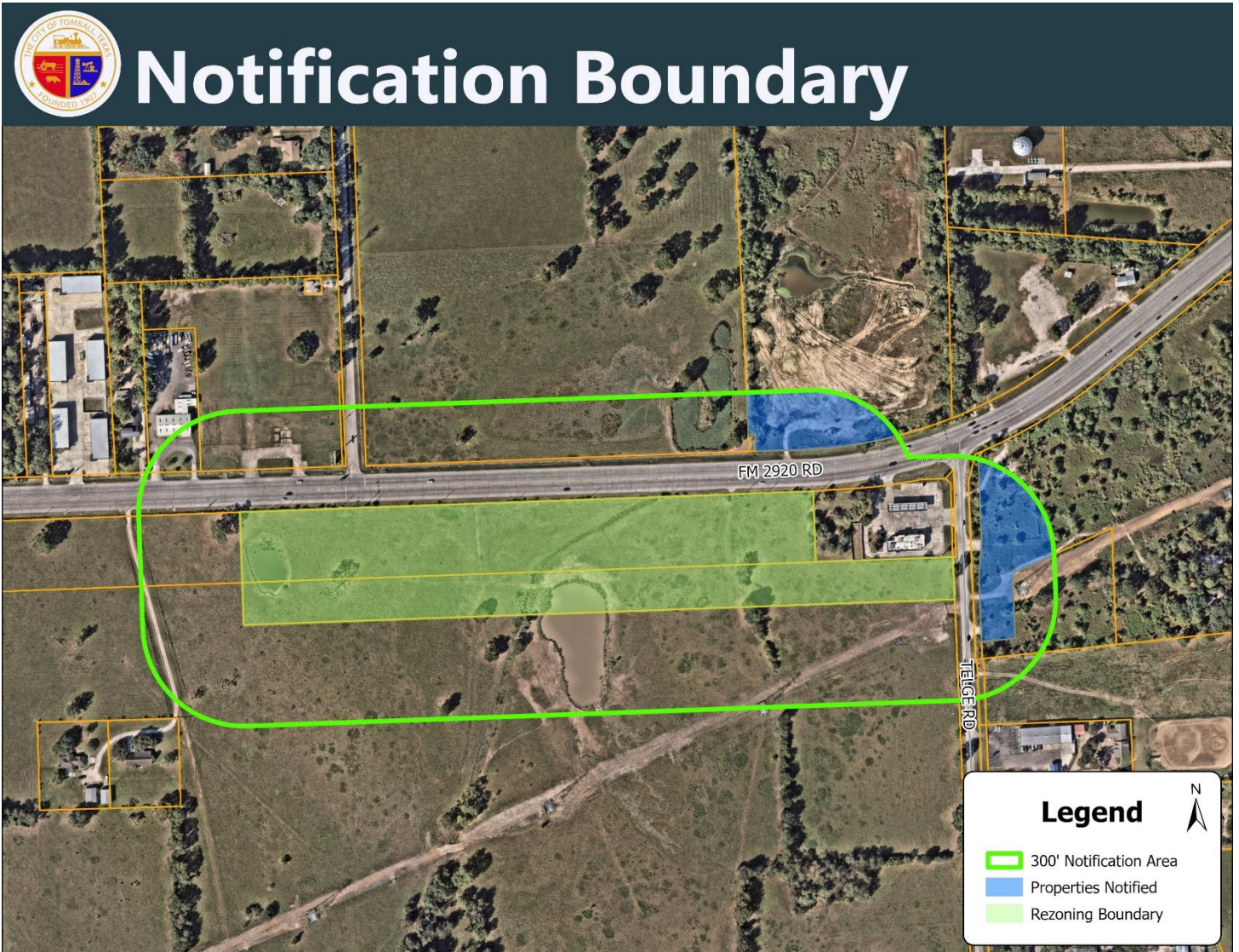
Additional Comments:

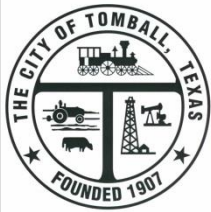
Signature: _____



City of Tomball
Community Development Department

Z26-06





**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: June 8, 2026
City Council Public Hearing Date: June 15, 2026

Rezoning Case: Z26-06
Property Owner(s): Shoppes at Willow Creek, LLC
Applicant(s): Jonathan Sellers
Legal Description: Request by Shoppes at Willow Creek, LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tracts “3G & 4B” and “3D-1 & 4A-1”, two tracts containing approximately 14.09 acres of land, situated in the W Hurd Survey, Abstract 377
Location: West of the southwest intersection of FM 2920 and Telge Road (20715 Telge Road) (Exhibit “A”)
Area: 14.09 acres
Comp Plan Designation: No designation (Exhibit “B”)
Present Zoning: Newly annexed into the Agricultural (AG) District (Exhibit “C”)
Request: Rezone from the Agricultural (AG) District to the General Retail (GR) District

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Agricultural (AG) and unincorporated land	Undeveloped land
South	Unincorporated land	Large agricultural estate and undeveloped land
East	Unincorporated land and Commercial (C)	Convenience store and undeveloped land
West	Unincorporated land	Large agricultural estate and undeveloped land

BACKGROUND

The subject property is presently undeveloped and within the City of Tomball’s Extra Territorial Jurisdiction (ETJ). The applicant is requesting annexation into the City of Tomball and the simultaneous rezoning of the property to allow for the development of a retail center.

ANALYSIS

Comprehensive Plan Analysis: There is currently no Future Land Use designation for this property. Based on the nearby designations, the property will likely be suggested to adopt the Corridor Commercial designation at the next Comprehensive Plan update. The Corridor Commercial designation is intended for nonresidential uses along high-traffic thoroughfares. Appropriate land uses include but are not limited to retail, hotels, restaurants, personal services, and offices. Development within the Corridor Commercial designation should have primary access to an arterial street and provide mobility enhancements for pedestrians.

Staff Review Comments: The General Retail (GR) zoning district is designed to accommodate nonresidential uses along high-traffic areas, intersections of major collector streets, and along regionally serving thoroughfares. Land uses found within the GR district should facilitate opportunities for local neighborhood shopping, create facilities for the retail sales of goods and services, and help create a network of supportive services for the surrounding community. The request to rezone the subject property to General Retail would be in conformance with the Future Land Use Plan. Additionally, the subject property has proposed access onto FM 2920 which is an existing major arterial roadway and is designed to accommodate traffic associated with developments within the General Retail district.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on May 19, 2026. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan
- C. Zoning Map
- D. Site Photos
- E. Rezoning Application

Exhibit "A"
Aerial Location Map



Location

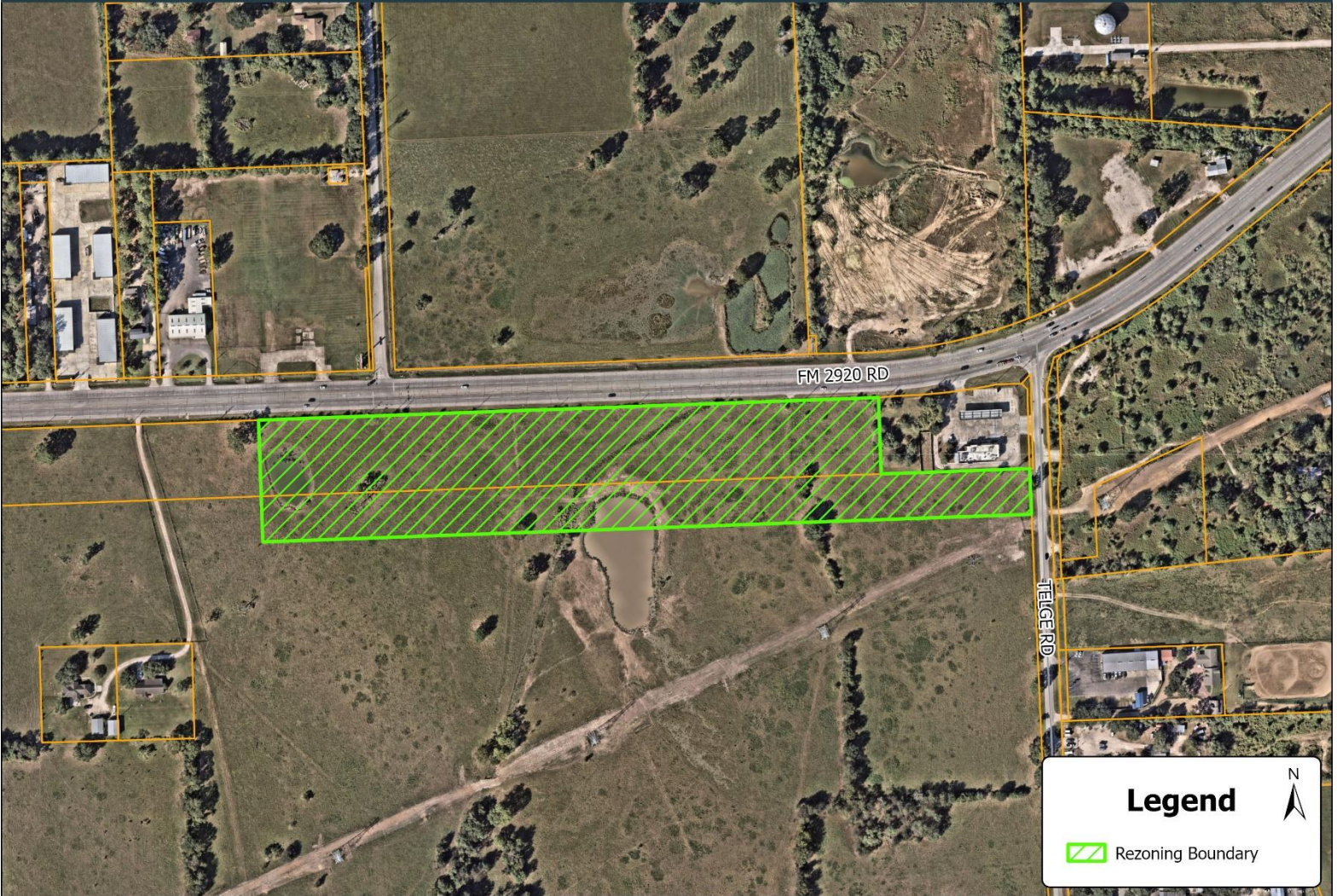


Exhibit "B"
Future Land Use Plan

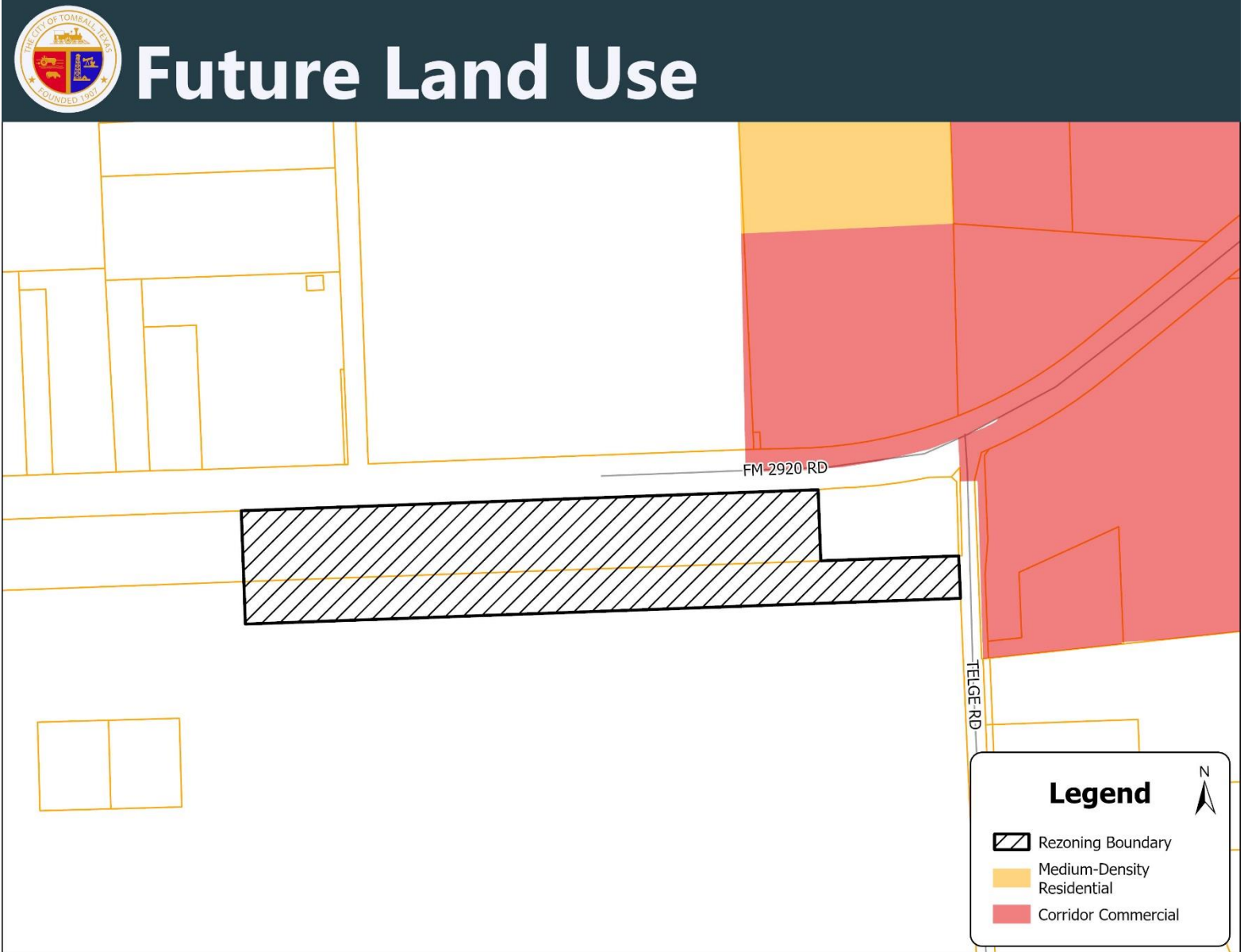
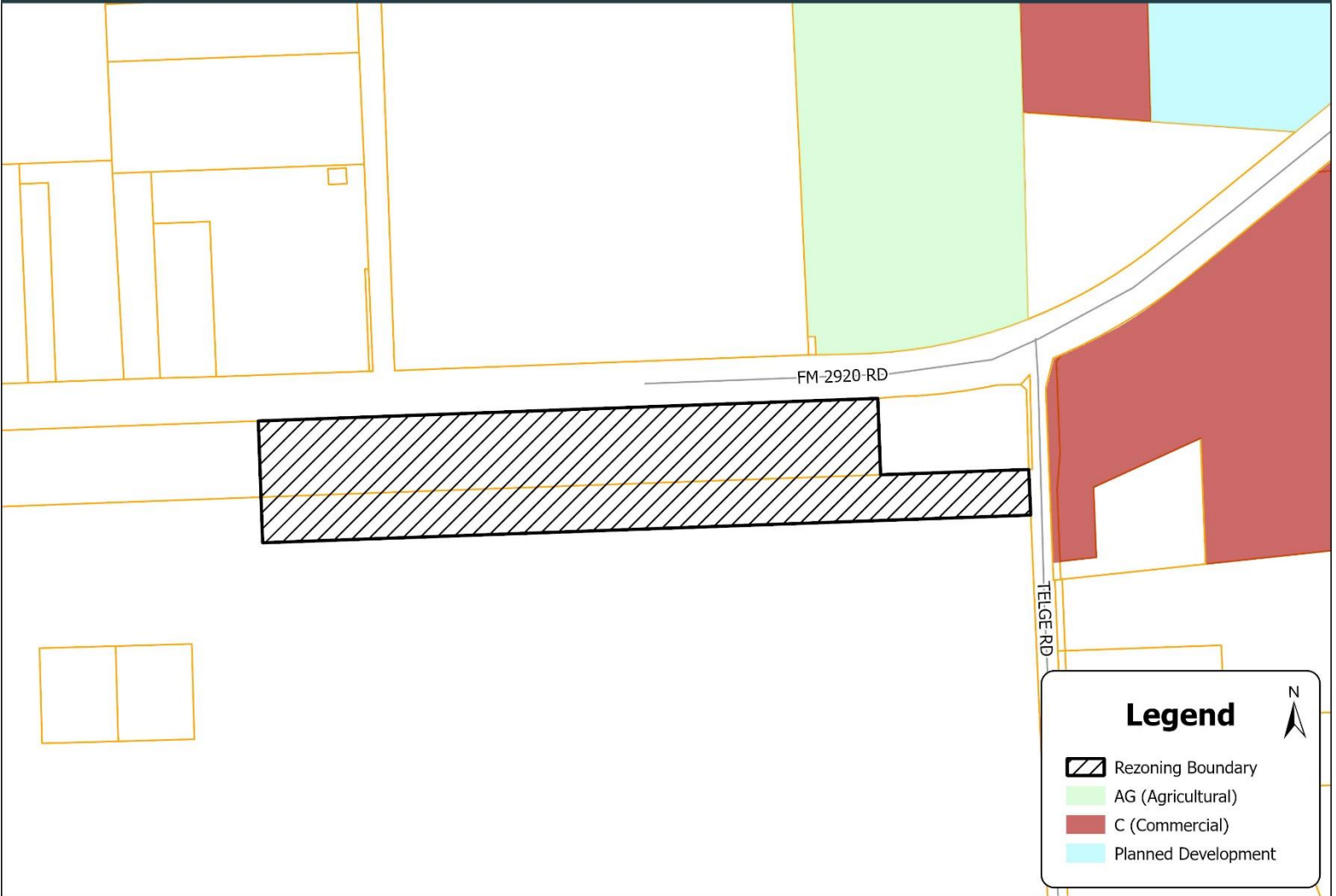


Exhibit "C"
Zoning Map



Zoning



**Exhibit “D”
Site Photo(s)**

Subject Property (South)



Neighbor (West)



Neighbor (East)



Neighbor (North)



**Exhibit “E”
Rezoning Application**

04/09/2026

City of Tomball
Planning & Zoning Commission
401 Market Street
Tomball, Texas 77375

Re: Rezoning Request to General Retail for ±14.0945-Acre Tract along FM 2920

Dear Members of the Planning & Zoning Commission,

On behalf of the property owner, we respectfully submit this request to rezone a ±14.0945-acre tract of land (613,657 square feet) located in the William Hodge Survey, Abstract Number 377, Harris County, Texas, to a General Retail (GR) zoning designation.

The subject property is located along FM 2920 with proximity to Telge Road and is more particularly described in the attached metes and bounds description. Given its frontage along a major arterial roadway and its location within a rapidly developing commercial corridor, the proposed General Retail zoning is appropriate and consistent with the surrounding land uses.

This rezoning request is intended to allow for the development of retail and commercial uses that will serve the growing Tomball community. The proposed zoning will provide opportunities for quality development, increase access to goods and services, and contribute to the City’s economic growth through an expanded tax base. Additionally, the request supports the City’s long-term planning efforts by encouraging compatible commercial development along major transportation corridors.

We look forward to working with City staff and the Commission throughout the review process and are happy to provide any additional information needed to support this request.

Thank you for your time and consideration.

Sincerely,

Jonathan Sellers
Managing Member / Shoppes At Willow Creek, LLC
jonathan.sellers@revkocre.com | 281.547.8334





APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

FEES: Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: Jonathan Sellers Title: Managing Member
 Mailing Address: 18803 Hamish Road, Suite F City: Tomball State: TX
 Zip: 77377 Contact: _____
 Phone: (832) 360-5086 Email: Jonathan.sellers@revkocre.com | trevor.hudson@revkocre.com

Owner

Name: Shoppes at Willow Creek, LLC Title: Owner
 Mailing Address: 18803 Hamish Road, Suite F City: Tomball State: TX
 Zip: 77377 Contact: Jonathan Sellers | Trevor Hudson
 Phone: (281) 547-8334 Email: Jonathan.sellers@revkocre.com | trevor.hudson@revkocre.com

Engineer/Surveyor (if applicable)

Name: Chris Garcia Title: Project Manager
 Mailing Address: 8118 Fry Road, Suite 402 City: Cypress State: TX
 Zip: 77433 Contact: _____
 Phone: (281) 213-2517 Fax: () Email: chris@dvjgrp.com

Description of Proposed Project: Rezoning 14 acres of frontage on FM 2920 to General Retail and be annexed into the City of Tomball

Physical Location of Property: FM 2920 & Telge Road
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Being a tract or parcel containing 14.0045 acres (213,807 square feet) of land situated in the Willow Hedge Survey, Block 5, Lot 37, Harris County, Texas, being
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (GR) : General Retail

Current Use of Property: Agricultural/Vacant Land

Proposed Zoning District: (GR) : General Retail

Proposed Use of Property: General Retail

HCAD Identification Number: 0430430000134 | 04304300 Acreage: +/- 14

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X  4/9/26
Signature of Applicant Date

X  4/9/26
Signature of Owner Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 15, 2026

Topic:

Approve request from Greater Tomball Area Chamber of Commerce for City Support and In-Kind Services for the 54th annual Tomball Night on Market St and around downtown Tomball, on Friday, August 7, 2026.

Background:

The Greater Tomball Area Chamber of Commerce is requesting help from our city, police and fire departments, as well as from numerous volunteers. The popular attraction of a night parade with a fireworks display ending the night's festivities has been met with overwhelming enthusiasm over the past several years. This year they are planning to add a Health and Wellness Fair to the festivities. They are looking forward again to the expertise of the Tomball Police Department for crowd control and as visual deterrents from any negative activity.

GTACC is also requesting permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Celestial Displays, a highly trained and licensed pyrotechnician.

They are requesting the following street closures for the following streets Friday night only from:
Noon until 11:00 p.m.

- Market St. – 100, 200 and 300 blocks
- S. Elm – 100 Block

5:00 p.m. until 10:00 p.m. *** NEW THIS YEAR***

- Commerce St. – 100 Block

And from 5:00 p.m. until 11:00 p.m.

- S. Walnut – between Market and Main
- Sycamore from Main St. South

They are also requesting permission for the use of electricity on Walnut Street, by the Depot, 100 & 200 blocks of Market Street, the alley on the south side of Main between Cherry and Oak and at 200 S. Walnut.

New this year, they are hoping to include the 100 block of Commerce St in the Tomball Night festivities. Working with local youth who have expressed interest in including a street dance focused toward youth of Tomball. The resurgence of country and western dancing in today's youth is substantial with over 400 kids per weekend attending dances at the Tomball VFW. The businesses on the 100 block of Commerce Street have been visited and are excited to have this activity on Commerce Street. Preliminary discussions on logistics and safety have occurred with city staff, however, this event is pending approval of upper management and City Council.

They would also like to use the Tomball Community Center as a “cool zone” and for the Health and Wellness EXPO. The Health and Wellness EXPO will take place from 4pm to 8pm. The Chamber's committee, the Health and Wellness Alliance, will be working in conjunction with the Tomball Community Center staff, Chamber staff and the Tomball Night committee to coordinate both events.

Origination: Greater Tomball Area Chamber of Commerce

Recommendation:

I am in favor of recommending this request for In-Kind Support.

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



May 19, 2026

City of Tomball
401 Market Street
Tomball, Texas 77375

RE: Tomball Night Street Closures, Electricity and Community Center Usage

Dear David,

We are anticipating a fabulous 54th Annual **Tomball Night**, Friday, August 7, 2026 with help from our city, police and fire departments, as well as from numerous volunteers. The popular attraction of a night parade with a fireworks display ending the night's festivities has been met with overwhelming enthusiasm over the past several years. This year we are planning to add a Health and Wellness Fair to the festivities. We are looking forward again to the expertise of the Tomball Police Department for crowd control and as visual deterrents from any negative activity.

The Greater Tomball Area Chamber of Commerce is requesting permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Celestial Displays, a highly trained and licensed pyrotechnician.

To insure the safety of the many visitors that will be in Tomball on Friday, August 7, 2026 and the multiple number of vendors we are expecting, we are asking for street closures for the following streets on Friday night only from

12:00 p.m. until 11:00 p.m.

- Market St. – 100, 200 and 300 blocks
- S. Elm – 100 Block

5:00 p.m. until 10:00 p.m. ***New this year***

- 100 block of Commerce St.

And from 5:00 p.m. until 11:00 p.m.

- S. Walnut – between Market and Main
- Sycamore from Main St. South

Enclosed is a map for your review. We are also requesting permission for the use of electricity on Walnut Street, by the Depot, 100 & 200 blocks of Market Street, the alley on south side of Main between Cherry and Oak and at 200 S. Walnut.

New this year, we are hoping to include the 100 block of Commerce Street in the Tomball Night festivities. Working with local youth who have expressed interest in including a street dance focused toward youth of Tomball. The resurgence of country and western dancing in today's youth is substantial with over 400 kids per weekend attending dances at the Tomball VFW. The businesses on the 100 block of Commerce Street have been visited and are excited to have this activity on Commerce Street. Preliminary discussions on logistics and safety have occurred with city staff, however, this event is pending approval of upper management and City Council. After consultation with City Staff from the Police, Fire and Public Works Department, we respectfully request three (3) additional Public Works Service Persons and (2) additional Police Officers to support the street dance. These numbers are reflected below.


We also appreciate the knowledge and skill of Tomball Fire Rescue and respectfully request the use of their Special Event Cart (Brennan 1) and two firefighters to staff it during the event. In addition, we respectfully request like and kind support services from the City of Tomball, including eleven (11) Public Works Servicepersons to assist with event setup, maintenance, barricades, sanitation, and teardown activities, as well as eighteen (18) Police Officers to assist with traffic control, crowd management, public safety, and security throughout the event. The Chamber greatly values the partnership and support provided by City departments, which are instrumental in ensuring a safe and successful Tomball Night for our residents and visitors. We are also requesting the following Fire Marshal Office Permits:

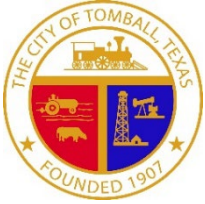
- 105.6.11 Gates and barricades across fire apparatus access roads (\$100.00)
- 105.5.38 Outdoor Assembly Event (\$150.00)

Finally, we would like to use the Tomball Community Center as a "cool zone" and for the Health and Wellness EXPO. The Health and Wellness EXPO would take place from 4pm to 8pm. The Chamber's committee, the Health and Wellness Alliance, will be working in conjunction with the Tomball Community Center staff, Chamber staff and the Tomball Night committee to coordinate both events. Any proceeds received from the Health & Wellness EXPO will go to the Chamber to continue its mission.

We appreciate the City of Tomball, its special partnership with the chamber and the assistance always offered for our events. Should you have any questions or concerns, please contact Brandy Beyer or myself at 281-351-7222.

Sincerely,


Bruce Hillegeist
President



SPECIAL EVENT GUIDELINES & APPLICATION

THE CITY OF TOMBALL, TEXAS

Effective Date: 1/1/2023

INTRODUCTION: Any organized activity or event and open to the general public that involves the use of, or having an impact upon, public property, facilities, public parks, sidewalks, or street areas in the city of Tomball require prior approval and must meet certain requirements for consideration.

PROCEDURES: Several procedures and guidelines must be followed before any non-city staged event may take place. Those include, but are not limited to, the following:

1. A completed Special Event application must be submitted to the Tomball Department of Marketing & Tourism at least 180 days prior to any proposed festival or event. Tomball City Council approval is required if the event meets one of the following criteria: sale of alcohol, street closures or contains a request for in-kind donations from the city of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, a detailed site map, a list of planned activities, hours of operation, proposed vendors, food and beverage, entertainment, and any other relevant aspects of the event.
3. If a charity is involved, or is the beneficiary of funds raised, information about the charity needs to be included as a part of the application process, as well as proof of non-profit status. If requesting in-kind services, preference will be given to organizations providing donations to agencies within the city limits of Tomball.
4. A fee equal to the actual cost of city services to host the event will be required of for-profit event planners to be paid no less than ten business days before the event. Non-profit organizations may request city services as an in-kind donation.
5. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest Community Health EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to attend will result in the event being cancelled by the city of Tomball.
6. If approved by the Tomball Events Team, the proposed event will be presented to the city council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
7. Ten days prior to the event, proof of general liability insurance (\$1,000,000 minimum) must be provided by the event organizer naming the city of Tomball as additional insured.
8. Event coordinators must provide their own volunteers or staff; oversee food and beverage permits, vendors, site clean-up and other aspects of staging a festival/special event.
9. Failure to comply with the guidelines listed above will preclude applicant from staging future events.

For additional information, or to submit an event application, please contact:

Chrislord Templonuevo – Director of Marketing & Tourism

401 Market Street

Tomball, Texas 77375

(281) 290-1035 | Email – ctemplonuevo@tomballtx.gov



SPECIAL EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, TX 77375 | (281) 351-5484

An application to stage an event within the city of Tomball shall be filed with the Marketing & Tourism Team at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by the Tomball City Council.

Date: May 19, 2026 Is this event Co-City sponsored? Yes No

Request for permission to use a public venue for the following type of event (please check one):

Festival Community Event Arts & Crafts Event Music Event Other (specify) _____

1. Event title: Tomball Night & Parade of Lights

2. Sponsoring entity: Greater Tomball Area Chamber of Commerce

3. Is this organization based in Tomball: Yes No

4. Is this organization *non-profit* or *for-profit* *Attach 501 (c) (3) tax exemption if applicable

5. Contact: Brandy Beyer Phone: 281.351.7222

6. Contact address: 29201 Quinn Road, Suite B, Tomball, TX 77375

7. Contact email: bbeyer@tomballchamber.org

8. Event date: August 7, 2026

9. Event times: Start 5pm Finish 10pm Set-up 1pm Breakdown 11pm

10. Is this event for charity? Yes No

11. If yes, what charity? Greater Tomball Area Chamber of Commer Tax ID 74-1495125

12. If yes, what percentage of net proceeds will be donated to the charity? _____

13. On-site contact: Brandy Beyer Mobile #: 713.594.3449

14. Estimated number of attendees: 15,000

15. Detailed site map in attached: Yes No

16. Is this event open to the public: Yes No

17. Admission fee: \$ _____ Free

18. Time at which event staff will begin to arrive: 7am

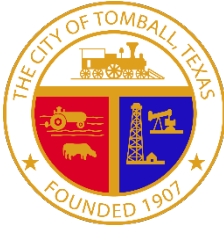
19. The applicant will defend and hold harmless the city of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses. Initial BB

20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured. Initial BB

21. Name of insurance carrier: The Hartford

22. Are Fireworks included in your event? No Yes (Must submit Fireworks Event Application)

Signature: Brandy Beyer



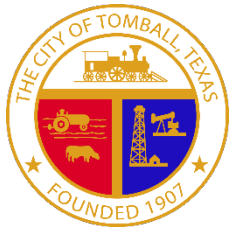
FIREWORKS EVENT GUIDELINES & APPLICATION

INTRODUCTION: Any non-sanctioned city event, including but not limited to wedding, party, or other gathering, involving the use of any firework. A firework is defined as any firecrackers, cannon crackers, skyrockets, torpedoes, roman candles, sparklers, squibs, fire balloons, star shells, gerbs or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display; and such term shall include all articles or substances within the commonly accepted meaning of fireworks whether specially designated and defined or not.

PROCEDURES: Several procedures and guidelines must be followed before any non-city sanctioned event may take place involving fireworks. Those include, but are not limited to, the following:

1. A completed Fireworks Application must be submitted to the Tomball Fire Department at least 90 days prior to any proposed festival or event. Tomball City Council approval is required if event meets one of the following criteria: sale of alcohol, street closures, fireworks, or contains a request for in-kind donations from the City of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, location, a detailed site map, hours of fireworks show, type of fireworks show (aerial or ground effects). **THIS DOES NOT CONSTITUTE A PERMIT FROM THE FIRE MARSHAL'S OFFICE.**
 - a. Aerial Fireworks Shooting Sites shall not be within
 - i. 1,000 feet of a structure on an abutting property
 - ii. 500 feet of a lot line where livestock are present
3. If approved by the Tomball Fire Department, the proposed event will be presented to City Council for final approval. The applicant is required to attend this meeting to answer any questions regarding the application if necessary.
4. If approved by the Tomball City Council, no less than 14 days prior to the event, the applicant's state licensed pyro-technician shall submit appropriate documentation for permitting to the Tomball Fire Department's Fire Prevention Division.
5. Failure to comply with these guidelines may result in a fine not to exceed \$2,000.

For additional information, or to submit a fireworks event application, please contact:
Tomball Fire Department – Fire Prevention Division
1200 Rudel Dr.
Tomball, Texas 77375
(281) 351-7101 | Email – firecode@tomballtx.gov



FIREWORKS EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 1200 Rudel Dr | Tomball, Texas 77375 | (281) 351-7101

An application to stage an event within the City of Tomball shall be filed with the Tomball Fire Department at least 90 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by Tomball City Council and permitted by the Tomball Fire Department.

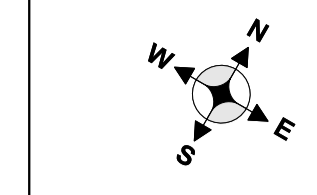
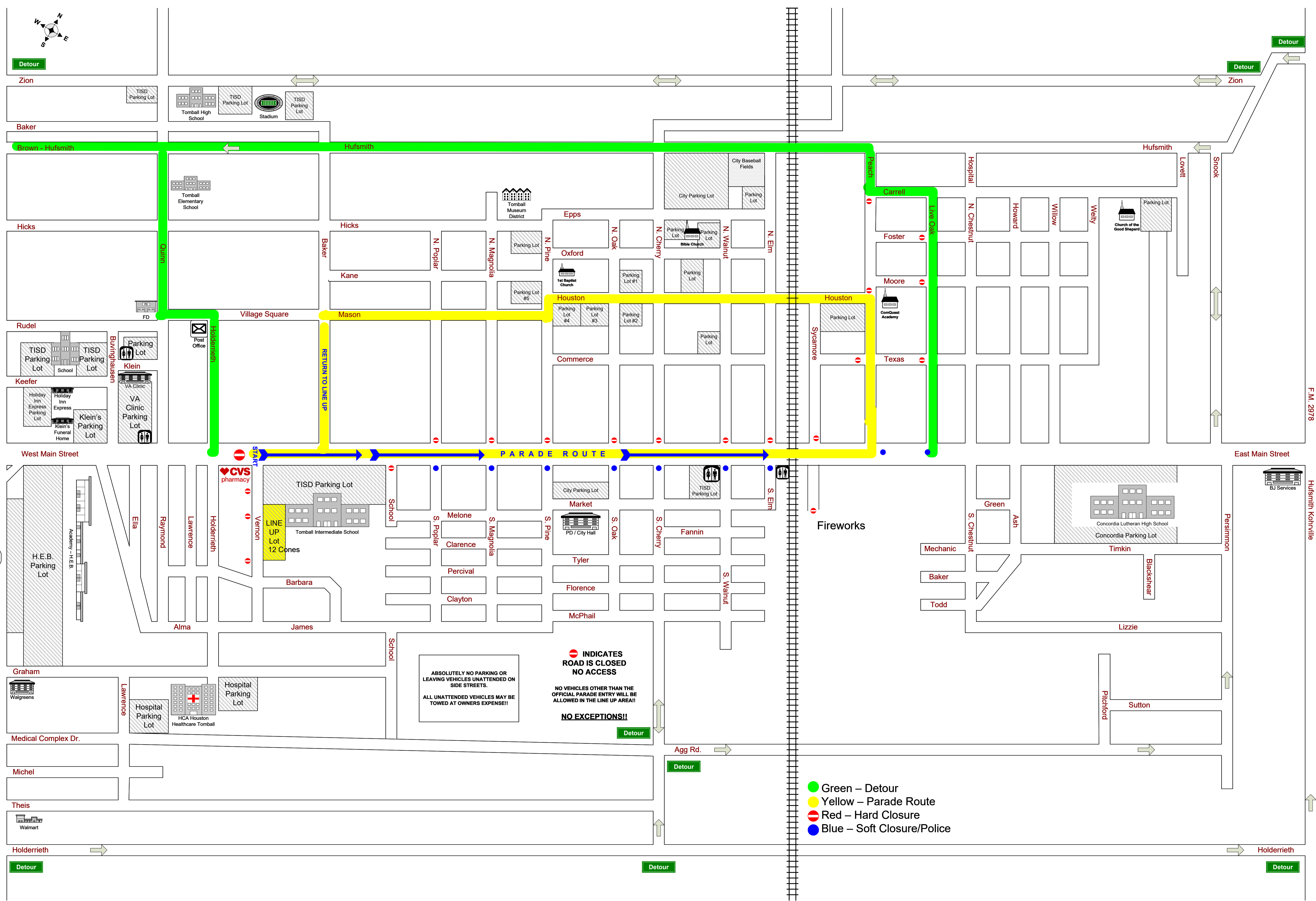
Date: 5/19/2026

Request for permission to conduct and Fireworks Show for the following type of event (please check one):

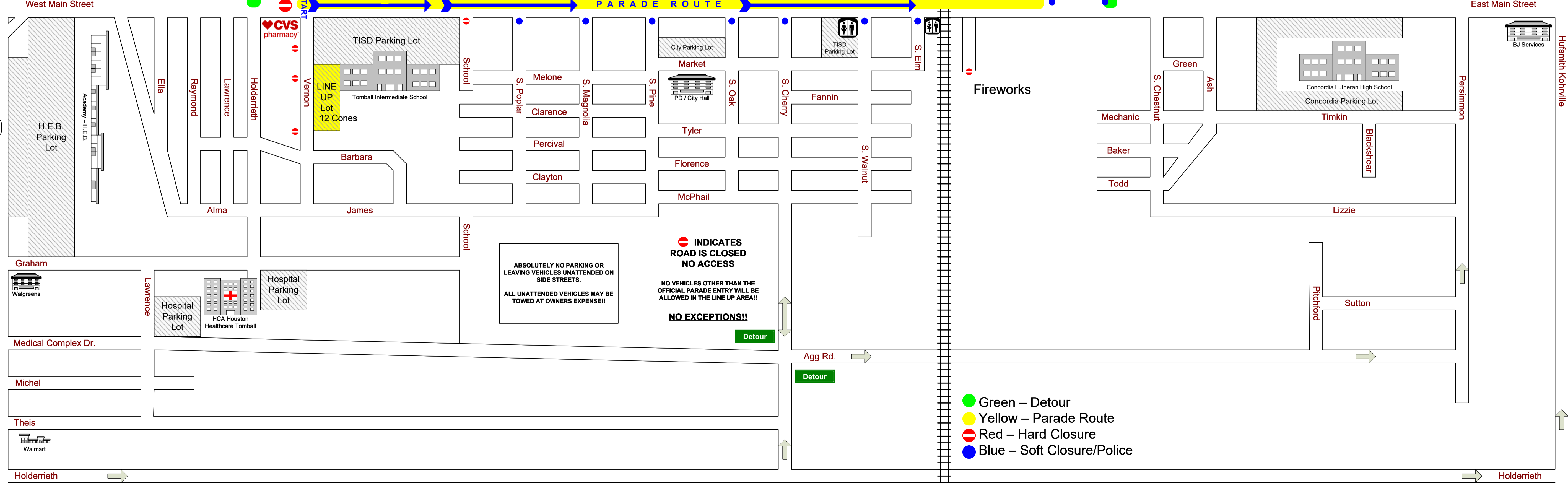
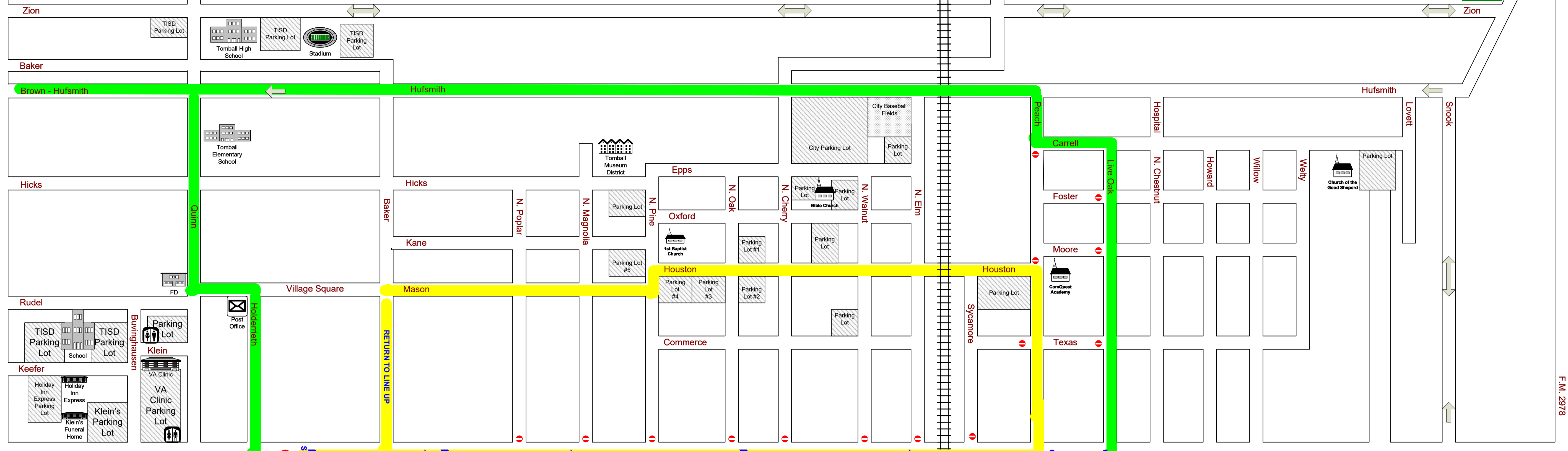
Festival Community Event Wedding Music Event Other (specify) _____

1. Event title: Tomball Night
2. Contact: Brandy Beyer Phone: 281.351.7222
3. Contact address: 29201 Quinn Road, Ste B, Tomball, TX 77375
4. Contact email: bbeyer@tomballchamber.org
5. Event date: August 7, 2026
6. Firework Show Event times: Start 9:30pm Finish 9:45pm Set-up Noon Breakdown 10pm
7. Fireworks Show Type (Check All that Apply): Aerial Ground Effects
8. State-Licensed Fireworks Provider: Celestial Displays Phone: 530.919.9726
9. On-site contact: Michael Hudanish Mobile Phone: 530.919.9726
10. Estimated number of attendees: 15,000
11. Detailed site map is attached: Yes No
12. Is this event open to the public: Yes No
13. Admission fee: \$ _____ Free

Signature: Brandy Beyer



Detour

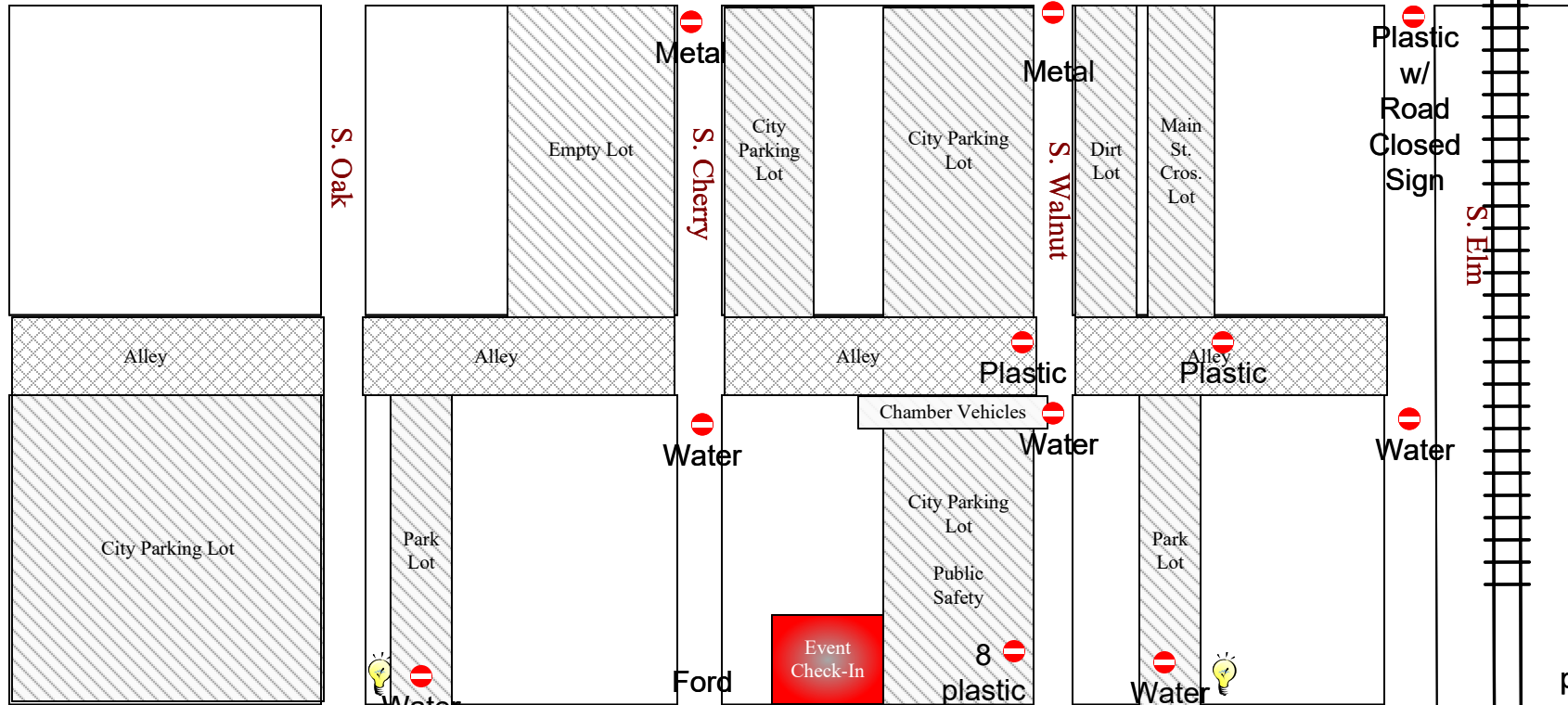


Tomball Night Downtown

6am-No Parking
 Signs Up on Market
 2pm-close Cherry &
 Elm and soft closure
 on Market
 4pm-hard closure on
 Market
 4:30-hard closure on
 Walnut

2pm-cones in center
 turn lane at Cherry

FM 2920/Main Street

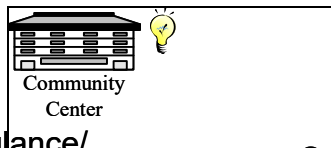
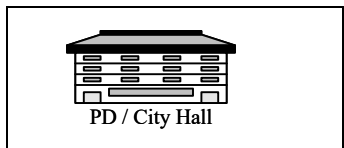


Market

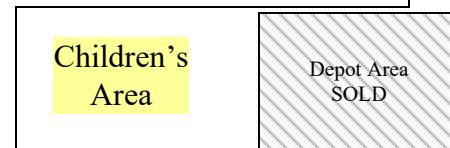
300 block

200 block

100 block



Ambulance/
 Dump Truck



Sweeper



8
 plastic
 Fireworks

RESOLUTION NO. 2025-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS,
SUPPORTING THE 53RD ANNUAL TOMBALL NIGHT EVENT PARADE, TO BE HELD
IN TOMBALL ON FRIDAY, AUGUST 1, 2025.**

* * * * *

WHEREAS the Greater Tomball Area Chamber of Commerce will present the 53rd *Annual Tomball Night* event on Friday, August 1, 2025, beginning at 5:00 P.M., including a Health and Wellness Expo and “cool Zone” in the Tomball Community Center, and ending with a night parade and fireworks display under the direction of Illumination Fireworks’ highly trained and licensed pyrotechnicians; and

WHEREAS *Tomball Night* is a unique way to showcase Tomball’s many attractions and an opportune time to encourage citizens to shop Tomball throughout the rest of the year; and

WHEREAS *Tomball Night* has become Tomball’s biggest shopping night, drawing shoppers from surrounding areas including Magnolia, Spring, Houston, and The Woodlands to enjoy the sales, discounts, and other great values and many planned activities sponsored by Tomball’s retail community; and

WHEREAS *Tomball Night* includes many cash and merchandise prizes from participating Tomball businesses for *Tomball Night* shoppers; and

*from 12:00 P.M. until 11:00 P.M., the 100, 200 and 300 blocks of Market Street and the 100 block of South Elm Street; and

*from 12:00 P.M. until 11:00 P.M., South Walnut Street, between Market and Main Steet, and Sycamore Street, from Main Street South; and

WHEREAS the Chamber also requests permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Illumination Fireworks, and use of electricity on Walnut Street by the Depot, the 100 and 200 blocks of Market Street, the ally on the south side of Main Street between Cherry and Oak Streets, and at 200 South Walnut; and

WHEREAS the Chamber also requests the use of the Tomball Community Center, both as a “Cool Zone” to offset some of the heat-related issues of past years and for the annual Health and Wellness Expo, to be held from 4:00 P.M. to 8:00 P.M., and requests waiver of the rental fee.

NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body endorses and supports the efforts of the Greater Tomball Area Chamber of Commerce in promoting and undertaking the 53rd *Annual Tomball Night* event as described above and pledges to encourage this effort to showcase Tomball.

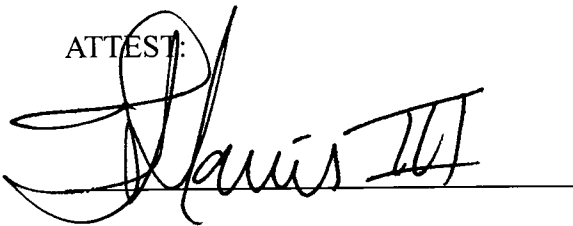
PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 16TH DAY OF JUNE 2025.



LORI KLEIN QUINN, Mayor

City of Tomball

ATTEST:



THOMAS HARRIS III, City Secretary

City of Tomball

Street Dance Timeline/Summary

Requested closure: 100 Block of Commerce Street

6am – No parking signs posted (we will have special signs for business employees to park)

2pm – employees need to leave the area

3:30pm – barricades up and trash cans distributed

- Stage set up

5pm – water filled

6pm – band starts

- Hourly check of trash cans
- PD – 2 roaming officers

9pm – band ends

- PD moves to Main Street for parade
- Stage tear down begins

9:15 – parade

10:00 – barricades down

These times are offset with the Market Street and parade activities so you don't need more people and they don't have to stay any later.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 15, 2026

Topic:

Consideration and action on two alternate and three regular member appointments to the Board of Adjustments.

Background:

During this meeting, candidates will have the opportunity to introduce themselves and respond to any questions.

The board's purpose is to consider variances and special exceptions to the terms of the Zoning Ordinance and to hear and decide appeals of decisions and interpretations made by an administrative official in the enforcement of the Zoning Ordinance.

The City Council appoints five (5) regular members and up to four (4) alternate members to serve in the absence of one or more of the regular Board members on an alternating basis. Such Board members shall be residents of the City of Tomball. Knowledge of and experience in technical review, design or the development industry is helpful. The members of the Board (and alternate members, as needed) shall regularly attend meetings and public hearings of the Board, shall serve without compensation, and shall not hold any other office or position with the City while serving on the Board. A Board member shall not act in a case in which he has a personal or financial interest.

<u>BOA Member</u>	<u>Position</u>	<u>Term Ends</u>
Christine Roquemore	Regular 2	03/02/2026
Vacant	Regular 4	03/02/2026 (Angie Johnson resigned)
Cindy Phillips	Regular 5	03/02/2026
Vacant	Alternate 1	03/02/2026 (Devon Ketchner resigned)
Ellen Warren	Alternate 3	03/02/2026

Current members were all contacted, and the following members would like to be reappointed:

Chirstine Roquemore
Cindy Phillips
Ellen Warren

Additionally, we received applications from the following individuals:

Lisa Daniels
Sandra Kay Glasscock

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 June 15, 2026, and their terms will end 03/02/2028.

Origination: Mayor Lori Klein Quinn

Recommendation: n/a

Party(ies) responsible for placing this item on agenda: Thomas Harris III, 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 2023 will expire in 2025.

Please Type or Print Clearly:

Date: 9/16/2024

Name: Christine W. Roquemore

Phone: _____ (Home)

(Tina) [Redacted]
Address: _____

Phone: _____

City/State/Zip [Redacted]

Cell: [Redacted]

Email: dtroquemore@gmail.com

I have lived in Tomball 21 years.

I am am not ___ a U.S. Citizen

Occupation: Retired

Professional and/or Community Activities: BoA member since
Special Needs Ministry

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.

Serving is one way I'm able to give back to the community.

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

- () Planning & Zoning Commission
- () Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- () Tomball Economic Development Corporation

- () Tomball Regional Health Foundation

Meeting Information

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)
Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

- () Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

- () Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

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 33, 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.

Christine W. Rogueman

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 *Christine W. Rogueman*
Signature of vendor doing business with the governmental entity

9/16/2024
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

Christine W. Roguemoore

2 Office Held

BOA Board Member

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

Christine W. Roguemoore
Signature of Local Government Officer

CRG

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 *Christine W. Roguemoore* and my date of birth is *2/25/1952*

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

Executed in *Harris* County, State of *Texas*, on the *16* day of *Sept*, 20 *24*

Christine W. Roguemoore
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

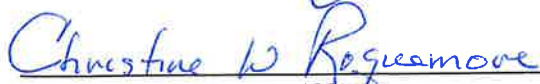
emergency contact information

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

9/16/2024
Date


Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 9/16/2024 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.


Signature of Applicant for Appointment

Christine W. Raguemore
Printed Name of Applicant

9/16/2024
Date:

Biography

Christine (Tina) Roquemore

[REDACTED] lived in the greater Tomball area since 1996, and then moved into the city in 2003. While I "officially" retired in 1990 from the workforce, I have had numerous employment opportunities since then.

While working for these companies, gave me the opportunities to interact with businesses, be involved with the Chamber & attend meetings and serve the employees of city government.

However, one opportunity has allowed me the privilege of serving Tomball directly. I was appointed to the Board of Adjustments a number of years ago. I'm not sure what year it was exactly, but John Ford was Chairman. It's been my pleasure to serve and hopefully it's been deemed beneficial.

[REDACTED]

[REDACTED]

[REDACTED] very involved in [REDACTED] church, Real Life Ministries Texas. Through them, we are able to work with the local pregnancy center, TEAM, etc.



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: 9/11/24

Name: Cindy Phillips

Phone: (Home)

Address:

Phone:

City/State/Zip

Cell:

Email:

I have lived in Tomball 10 years.

I am [checked] am not ___ a U.S. Citizen

Occupation: SELF EMPLOYED. PHILLIPS CLEANING SERVICES LLC
BURKES CARPETS tile, CLEAN TEAM BUILDING SOLUTIONS

Professional and/or Community Activities: BOARD OF ADJ., BOARD FOR CHAMBER OF COMMERCE, LEADERSHIP NORTH HOUSTON

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.

To help service & preserve our community

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

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- Tomball Economic Development Corporation

Meeting Information

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

- Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

- Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

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
cs@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.
Phillips Cleaning & CleanTeam Supplies

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.
Cindy Phillips
 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.

CLEAN FOR CONG WESLEY HUNT.
SELL PRODUCTS TO CITY OF TAMPAH

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]
 Signature of vendor doing business with the governmental entity

9/11/24
 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. 83, 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 178, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

Cindy Phillips

2 Office Held

BOARD OF ADJUSTMENTS

3 Name of vendor described by Sections 178.001(7) and 178.003(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 178.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ 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 178.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 178.003(a)(2)(B), Local Government Code.

Cindy Phillips

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit



Diana E Garza Velazquez
My Commission Expires 3/12/2026
Notary ID 134804595

Sworn to and subscribed before me by Cindy Phillips this 16 day of Sept

2024 to certify which, witness my hand and seal of office

Diana E Garza Velazquez Diana E Garza Velazquez

Notary

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

(2) Unsworn Declaration

My name is _____ and my date of birth is _____

My address is _____

(street) (city) (state) (zip code) (county)

Executed in _____ County, State of _____, on the _____ day of _____, 20____

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.

Cindy Phillips
Board Member's Signature

9-15-24
Date

CINDY PHILLIPS
Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 9/15/24 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.



Signature of Applicant for Appointment

Cindy Phillips

Printed Name of Applicant

9/15/24

Date:

Cindy Phillips

"...Mrs. Phillips administrative and leadership skills are exceptional! She shows total dedication to any task she is given, her determination and positive attitude is a joy to work with, she loves to learn new things and no responsibility is too big or too small. "
Rosehill Christian School

Computer Skills:

DAC, MS Word, Excel, Quick Books, Outlook, Windows XP/Vista

Targeting Operations Manager

Leadership professional eager to leverage 14 years of experience in creating, managing and facilitating 3 companies. Highly organized, efficient and skilled in a variety of office support tasks, including:

- Office Organization & Administration
- Records & Database Management
- All Bookkeeping (A/P & A/R)
- Sales and management of 40 employees
- Spreadsheets & Reports
- Scheduling and Marketing
- Meeting & Event Planning
- Filing & Data Entry, Inventory

Experience

Clean Team Building Supplies— Tomball, Texas — Owner and operator
2014 to Present

Created from the ground up. Set up structure, sales team, marketing etc.

Results:

- Found a need in the market for supplies with my other existing company and utilized the opportunity

Phillips Cleaning Services, LLC — Tomball, Texas — CEO

2003-present

Created from the ground up. Set up structure, sales team, marketing etc.

Results:

- 70+ Employees
- 250 + annual contract
- Growing at record speed
- 3+ mil in sales

Appletree Markets—College station—Crisis Manager and corporate merchandiser
1991-2002

Results:

- Was appointed to restructure management for perishable dept. through bankruptcy
- Petitioned and had union removed from Appletree for survival purposes
- Stabilized profit in failing departments
- Trained and restructure all Deli and Bakery dept.

Education

Tomball High School — WB Ray High School 1991

Texas A&M – Did not graduate

Community Involvement

Board of Directors for GTACC, 2017-2019

Board of Adjustments for City of Tomball Alt. 2018-present

Citizen Police Academy VIP 2018



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:

Ellen Warren

Date:

10/4/2022

Phone:

[Redacted]

Address:

[Redacted]

Phone:

(Home)

City/State/Zip

[Redacted]

Cell:

(Work)

Email:

[Redacted]

I have lived in Tomball 10 years.

I am am not a U.S. Citizen

Occupation:

AST Gymnastics Sales & Coach.

Co-Owner of J. Cummings Construction,
part-time @ Wholly Proper
volunteer for German festival
member of Real Life in Tomball

Professional and/or Community Activities:

German festival volunteer

Real Life member & volunteer.

Delta Zeta; Sigma Nu white page @ SFASA
working on a group for keeping Tomball beautiful
by picking up trash throughout downtown Tomball.

Additional Pertinent Information/References:

I have lived in Spring Klein, Tomball for 30 years. Worked in the restaurant industry for 20+ years. references will be on Bio Form.

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 keep Tomball beautiful & a loving community/home. This town is known as the "friendliest town in Texas" and I want to help keep it that way. I have volunteered & helped our community grow.

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

- () Planning & Zoning Commission
- (x) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- (x) Tomball Economic Development Corporation
- () Tomball Regional Health Foundation

Meeting Information

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)
Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

- () Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

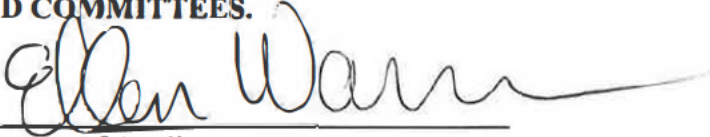
Non-profit Corporation Boards

- (x) Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

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
csso@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
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.

NA _____ Glen Warren
 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 NA _____
 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.

NA Elton Wan
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.


Board Member's Signature


Date


Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 10/4/2022 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

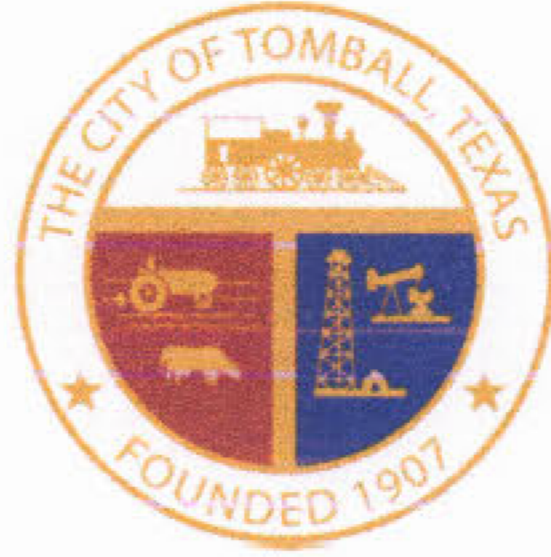
Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.

Ellen Warren
Signature of Applicant for Appointment

Ellen Warren
Printed Name of Applicant

10/4/2022
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: 5/11/2026

Name: Sandra "Kay" Glasscock

Phone: [REDACTED]
(Home)

Address: [REDACTED]

Phone: same
(Work)

City/State/Zip: [REDACTED]

Cell: same

Email: Kayglasscock1013@gmail.com

I have lived in Tomball 1/2 years.

I am am not a U.S. Citizen

Occupation: Retired business owner. Current real estate license

Professional and/or Community Activities: board member Legacy Square Committee, Member of Tomball Museum, Board Member Heart of Tomball Republican Women, former member HLSR,

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 have lived in the greater Tomball area all my life. Within the last 6 mos. I have moved in the city limits. Now being retired I have the time to devote to my community and wish to become more involved.

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

- Planning & Zoning Commission
- Capital Improvement Advisory Committee

- Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
Second Monday in June & December, 5:30 p.m.
To Be Announced; Evenings

Separate Legal Entities

- Tomball Economic Development Corporation

- Tomball Regional Health Foundation

Meeting Information

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)
Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee
- DTAC does not require Tomball residency

Meeting Information

As called

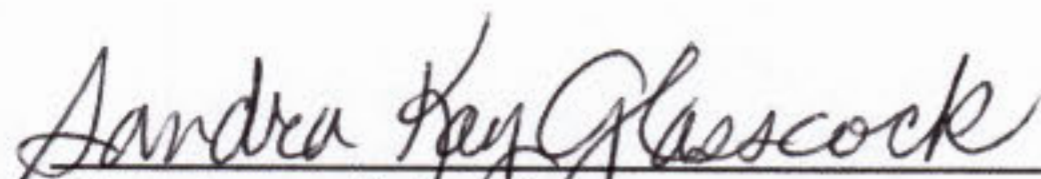
Non-profit Corporation Boards

- Tomball Legacy Fund, Inc.
- Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

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
cs@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

n/a

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.

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.

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

n/a

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>	<p style="text-align: center;">OFFICE USE ONLY</p> <p>Date Received _____</p>
<p>1 Name of Local Government Officer</p>	
<p>2 Office Held</p>	
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>	
<p>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.</p>	
<p>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).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<p>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.</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Signature of Local Government Officer</p> <p style="text-align: center;">Please complete either option below:</p> <p>(1) Affidavit</p> <p>NOTARY STAMP/SEAL</p> <p>Sworn to and subscribed before me by _____ this the _____ day of _____</p> <p>20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath</p> <p>_____ Printed name of officer administering oath</p> <p>_____ Title of officer administering oath</p> <p style="text-align: center;">OR</p> <p>(2) Unsworn Declaration</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address is _____</p> <p style="text-align: center;">(street) (city) (state) (zip code) (country)</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Signature of Local Government Officer (Declarant)</p>	

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.

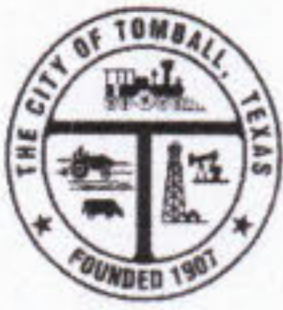
Local Government Code § 176.003(a)(2)(A):

(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.

Sandra Kay Glasscock
Board Member's Signature

5/11/2026
Date

Sandra Kay Glasscock
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: 3/4/2025

Name: Lisa Daniels

Phone: (281) 639-1592

Address: 403 Epps St

Phone: (281) 639-1592 (Home)

City/State/Zip: Tomball

Cell: (281) 639-1592 (Work)

Email: ledaniels00@mac.com

I have lived in Tomball 14 years.

I am am not ___ a U.S. Citizen

Occupation: Territory Manager Pharmaceutical Sales

Professional and/or Community Activities: Volunteer tomball Museum special events

Volunteer Abandoned Animal Rescue

Previous volunteer GED Equivalent Diploma Program

Volunteer Texas Humane Legislators Network

Additional Pertinent Information/References: Previous experience in construction and was employ Electrician. I have experience with working projects from underground up to completion

I have a Texas license as a Physical Therapist Assistant

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 lived here for almost 15 years and I can bring a well rounded perspective to projects. I Years and would welcome the opportunity to contribute to the City of 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.)

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- Tomball Economic Development Corporation

Meeting Information

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)
Fourth Wednesday each month, 4 p.m.

- Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee
- DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

- Tomball Legacy Fund, Inc.
- Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

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
cs0@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
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

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

Date

Board Member's Printed Name

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 15, 2026

Topic:

Consideration and action on two appointments to the Planning and Zoning Commission.

Background:

During this meeting, candidates will have the opportunity to introduce themselves and answer questions.

The Commission's purpose is to review, advise and make recommendations to the City Council on matters relating to City and extraterritorial jurisdiction (ETJ) planning and development.

The City Council appoints five (5) members. Members must be residents of the City of Tomball, real property owners, and not employees of the City. The Planning and Zoning Commission members serve as the members of the Building Standards Commission, along with the City's Building Official and the City's Fire Marshall as ex officio members.

P&Z Commissioners Term Ends

Tana Ross	6/1/2026
Susan Harris	6/1/2026

We received applications from the following individuals:

Owen Howard
Sandra Kay Glasscock

All qualified applicants were invited to attend today's meeting.

Appointments made their terms will end 06/01/2028.

Origination: Thomas Harris III, City Secretary

Recommendation: n/a

Party(ies) responsible for placing this item on agenda: Thomas Harris III, 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 # _____ To account # _____
account _____



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: May 21, 2024

Name: Tana P. Ross

Phone: n/a

Address: [REDACTED]

(Home)

City/State/Zip [REDACTED]

Phone: n/a

(Work)

Email: tanaleahr@gmail.com

Cell: [REDACTED]

I have lived in Tomball 20 years.

I am am not a U.S. Citizen

Occupation: Retired. Former planner for City of Magnolia from 2016 to 2022. Former economic development coordinator for City of Magnolia from 2011 to 2016.

Professional and/or Community Activities: _____

PCED - Professional Community and Economic Development certification since 2015. Volunteer on City of Tomball Board of Adjustment from 2009 to 2015. Serving on City of Tomball Planning and Zoning Commission since 2020. Completed Citizen Planner Course in 2017. Member Texas Chapter of the American Planning Association from 2017 to 2022.

Member Salem Lutheran Church. Former President of Country Meadows HOA, now serve on the Coutry Meadows HOA Architectural Control Committee.

Additional Pertinent Information/References: Have an in depth understanding of urban planning and the municipal processes.

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 lived in the City of Tomball for 20 years. I have a knowledge and understanding of the history of the City and respect its roots. At the same time I understand government processes, and know we are to serve the will of the City's citizens. I enjoy the challenge of the two and the democratic process. I would very much appreciate being able to continue to serve the City of Tomball, especially on the Planning and Zoning 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

- (1) Planning & Zoning Commission
- (2) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- () Tomball Economic Development Corporation

- () Tomball Regional Health Foundation

Meeting Information

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)
Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

- () Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

- () Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS,
AND COMMITTEES.**

Tana Ross /Tana Ross

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

For vendor doing business with local governmental entity

FORM CIQ

n/a for Tana Ross

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 176.008(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.008, 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 filling 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

Tana Ross

2 Office Held

Planning and Zoning Commissioner - City of Tomball

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).

n/a

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 Tana Ross and my date of birth is _____

My address is _____
(street) (city) (state) (zip code) (country)

Executed in Harris County, State of Texas, on the 21st day of May, 2024
(month) (year)

Tana Ross
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.

Tana Ross
Board Member's Signature

May 21, 2024
Date

Tana Ross
Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on May 21, 2024 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.

Tana Ross

Signature of Applicant for Appointment

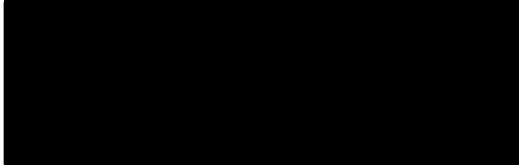
Tana Ross

Printed Name of Applicant

May 21, 2024

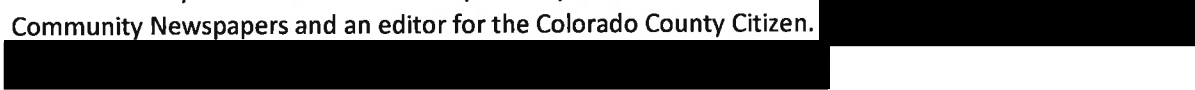
Date:

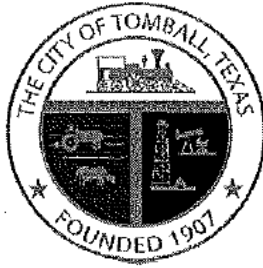
Tana Ross



Biography

Tana Ross is a retired certified Professional Community and Economic Developer, and Business Retention and Expansion Coordinator. She served the City of Magnolia as its Planning Coordinator from July 2016 to June 2022, and as its EDC Coordinator from 2011 to July 2016. In addition, she was active with CETA (the Central East Texas Alliance for economic development) 2014-2023 and served on the Board for four years. Prior to her municipal occupations Tana was a journalist (1998-2004) with Houston Community Newspapers and an editor for the Colorado County Citizen.





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: _____
(Home)

Address: _____

Phone: _____
(Work)

City/State/Zip _____

Cell: _____

Email: _____

I have lived in Tomball 15 years.

I am 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 Shred LLC 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 (CIO), 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

- Planning & Zoning Commission
- Capital Improvement Advisory Committee
- Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
 Second Monday in June & December, 5:30 p.m.
 To Be Announced; Evenings

Separate Legal Entities

- Tomball Economic Development Corporation
- Tomball Regional Health Foundation

Meeting Information

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)
 Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee
- DTAC does not require Tomball residency

Meeting Information

As called

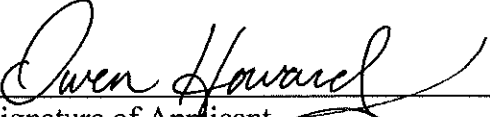
Non-profit Corporation Boards

- Tomball Legacy Fund, Inc.
- Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

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
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.


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.

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)

OWEN HOWARD

PAGE 2

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

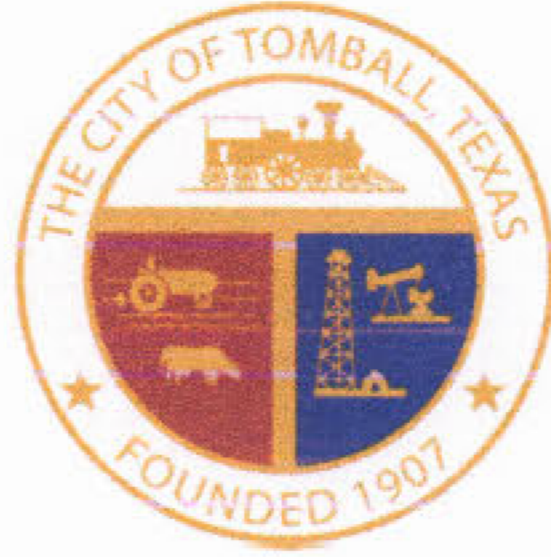
UPPER SCHOOL MATHEMATICS TEACHER

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, McDougal-Little, Houghton-Mifflin, 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



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: 5/11/2026

Name: Sandra "Kay" Glasscock

Phone: [REDACTED]
(Home)

Address: [REDACTED]

Phone: same
(Work)

City/State/Zip: [REDACTED]

Cell: same

Email: Kayglasscock1013@gmail.com

I have lived in Tomball 1/2 years.

I am am not a U.S. Citizen

Occupation: Retired business owner. Current real estate license

Professional and/or Community Activities: board member Legacy Square Committee, Member of Tomball Museum, Board Member Heart of Tomball Republican Women, former member HLSR,

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 have lived in the greater Tomball area all my life. Within the last 6 mos. I have moved in the city limits. Now being retired I have the time to devote to my community and wish to become more involved.

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

- Planning & Zoning Commission
- Capital Improvement Advisory Committee

- Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
Second Monday in June & December, 5:30 p.m.
To Be Announced; Evenings

Separate Legal Entities

- Tomball Economic Development Corporation

- Tomball Regional Health Foundation

Meeting Information

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)
Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

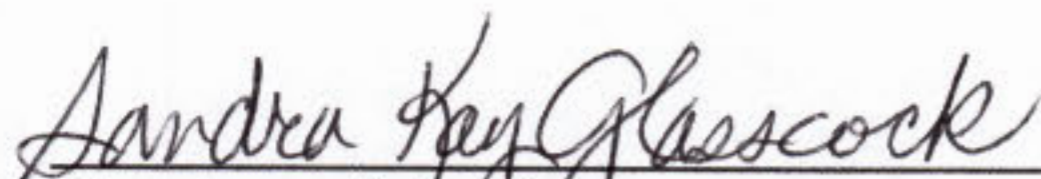
Non-profit Corporation Boards

- Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

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
cs@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

n/a

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**

n/a

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>	<p align="center">OFFICE USE ONLY</p> <p>Date Received _____</p>
<p>1 Name of Local Government Officer</p>	
<p>2 Office Held</p>	
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>	
<p>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.</p>	
<p>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).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
<p>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.</p> <p align="center">_____</p> <p align="center">Signature of Local Government Officer</p> <p align="center">Please complete either option below:</p> <p>(1) Affidavit</p> <p>NOTARY STAMP/SEAL</p> <p>Sworn to and subscribed before me by _____ this the _____ day of _____</p> <p>20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath</p> <p>_____ Printed name of officer administering oath</p> <p>_____ Title of officer administering oath</p> <p align="center">OR</p> <p>(2) Unsworn Declaration</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address is _____</p> <p align="center">(street) (city) (state) (zip code) (country)</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p align="center">(month) (year)</p> <p align="center">_____</p> <p align="center">Signature of Local Government Officer (Declarant)</p>	

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.

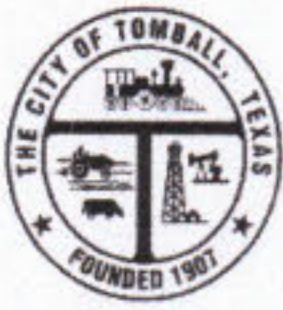
Local Government Code § 176.003(a)(2)(A):

(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.

Sandra Kay Glasscock
Board Member's Signature

5/11/2026
Date

Sandra Kay Glasscock
Board Member's Printed Name

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 1, 2026

Topic:

First Reading: Consideration of and Action on Ordinance No. 2026-16. An Ordinance of the City Council of the City of Tomball, Texas, amending Chapter 32 (Peddlers and Solicitors) of the Tomball Code of Ordinances to comply with State preemption of local mobile food vendor regulations; providing a savings clause; providing a severability clause; and providing for an effective date.

Background:

The proposed ordinance amends Chapter 32 of the Tomball Code of Ordinances to bring the City into compliance with new state laws governing mobile food vendors. The 89th Texas Legislature enacted Senate Bill 1008 in 2025, which significantly limits municipal authority to impose permits, fees, and operational regulations on food service establishments and mobile food units. As noted in the ordinance, SB 1008 also expanded civil enforcement remedies under Chapter 102A of the Texas Civil Practice and Remedies Code, allowing individuals and trade associations to seek injunctive relief and attorneys' fees against cities whose ordinances conflict with state food-service.

In addition, House Bill 2844, effective July 1, 2026, created Texas Health and Safety Code Chapter 437B, establishing a statewide licensing and inspection program for mobile food vendors administered by the Texas Department of State Health Services. Chapter 437B expressly preempts local regulation of mobile food vendors except in limited areas such as fire codes, zoning, and lawful location restrictions. The ordinance reflects this shift, noting that municipalities may not adopt or enforce requirements that conflict with Chapter 437B.

To comply with these state mandates, the ordinance repeals local definitions, exceptions, and regulatory provisions related to mobile food vendors, including the full repeal and replacement of Section 32-11. The revised section now requires only that mobile food vendors present a valid state-issued license upon request, aligning the City's process with the new statewide system. The ordinance also removes outdated approval and appeal procedures that previously applied to mobile food vendor permitting.

Finally, the ordinance includes standard savings and severability clauses to ensure continuity of other Chapter 32 provisions and to prevent enforcement of any repealed or preempted requirements. It establishes an effective date of July 1, 2026, coinciding with the implementation of HB 2844. Overall, the amendments reduce the City's exposure to civil liability while preserving its authority over zoning, fire safety, and waste disposal for mobile food vendors.

Origination: City Secretary's Office/Olson & Olson

Recommendation:

Approve first reading of Ordinance No. 2016.

Party(ies) responsible for placing this item on agenda: Thomas Harris III, 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

ORDINANCE NO. 2026-16

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS,
AMENDING CHAPTER 32 (PEDDLERS AND SOLICITORS) OF THE TOMBALL CODE
OF ORDINANCES TO COMPLY WITH STATE PREEMPTION OF LOCAL MOBILE
FOOD VENDOR REGULATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A
SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Tomball, Texas (the "City") is a home-rule municipality duly organized and operating under the laws of the State of Texas, including Article XI, Section 5 of the Texas Constitution and as such, is vested with the power of local self-government; and

WHEREAS, the 89th Texas Legislature enacted Senate Bill 1008 ("SB 1008"), effective September 1, 2025, which limits a municipality's authority to impose permits, licenses, fees, and sound regulations upon food service establishments, mobile food units, and related businesses, and which expanded civil enforcement remedies under Texas Civil Practice and Remedies Code Chapter 102A, authorizing individuals and trade associations to seek injunctive relief and attorneys' fees against municipalities for ordinances in conflict with state law governing food service regulation; and

WHEREAS, the 89th Texas Legislature enacted House Bill 2844 ("HB 2844"), effective July 1, 2026, which created Texas Health and Safety Code Chapter 437B ("Chapter 437B"), establishing a comprehensive statewide licensing and inspection program for mobile food vendors administered by the Texas Department of State Health Services ("DSHS"), and which expressly preempts any local authority from prohibiting or regulating mobile food vendors in a manner that conflicts with Chapter 437B; and

WHEREAS, the Texas Health and Human Services Commission (HHSC), on behalf of DSHS, has proposed implementing rules at 25 Texas Administrative Code Chapter 226 ("25 TAC Chapter 226"), filed with the Texas Secretary of State on February 3, 2026, establishing statewide MFV licensing requirements, application procedures, inspection categories, and fee structures, and reaffirming that a local authority may not adopt rules or enforce requirements that conflict with Chapter 437B; and

WHEREAS, HB 2844 and Chapter 437B expressly preserve a local authority's power to enforce fire codes, zoning codes, and lawful location restrictions, and this Ordinance is intended to preserve those lawful regulatory powers while bringing the City's Code into compliance with state law; and

WHEREAS, the City Council finds that the public health, safety, and welfare are best served by amending Chapter 32 to comply with applicable state law, to reduce the City's exposure to civil liability, and to establish a streamlined registration system for mobile food vendors that preserves the City's authority over zoning, fire safety, and waste disposal;

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

SECTION 1. FINDINGS AND RECITALS INCORPORATED.

The findings and recitals set forth in the preamble of this Ordinance are hereby incorporated into the body of this Ordinance as if fully set forth herein and are adopted as findings of the City Council.

SECTION 2. AMENDMENT OF SECTION 32-1 — Definitions.

Section 32-1 (Definitions) of Chapter 32 of the Tomball Code of Ordinances is hereby amended by deleting the definitions of *Mobile* and *Mobile food vendor* in their entirety.

SECTION 3. AMENDMENT OF SECTION 32-2 — Exceptions to chapter.

Section 32-2 (Exceptions to chapter) of Chapter 32 of the Tomball Code of Ordinances is hereby amended by repealing subsection (6) in its entirety.

SECTION 4. AMENDMENT OF SECTION 32-11 — MOBILE FOOD VENDORS.

Section 32-11 (Mobile food vendors) of Chapter 32 of the Tomball Code of Ordinances is hereby repealed in its entirety and now reads as follows:

“Section. 32-11. – Mobile food vendors.

Upon request from the City, any mobile food vendor, as defined in Section 437B.001 of the Texas Health and Safety Code, within the city limits must present a valid state-issued mobile food vendor license indicating their legal ability to operate as a mobile food vendor.”

SECTION 5. AMENDMENT OF SECTION 32-49 — APPROVAL, DENIAL, ISSUANCE, AND APPEAL.

Section 32-49 (Approval, Denial, Issuance, and Appeal) of Chapter 32 of the Tomball Code of Ordinances is hereby amended by repealing the current subsection (b) in its entirety and renumbering subsections (c) and (d) as (b) and (c), respectively.

SECTION 6. SAVINGS CLAUSE.

Except as amended or repealed by this Ordinance, all provisions of Chapter 32 of the Tomball Code of Ordinances shall remain in full force and effect. All rights, duties, and obligations arising under prior ordinances, permits, or registrations issued pursuant to Chapter 32 prior to the effective date of this Ordinance, and all pending enforcement proceedings thereunder, shall be governed by the ordinances in effect at the time such rights, duties, obligations, or proceedings arose, except that no enforcement action shall be taken under any provision repealed or made inapplicable to mobile food vendors by this Ordinance.

SECTION 7. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final judgment of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the

remaining portions of this Ordinance, it being the intent of the City Council that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall take effect July 1, 2026, the effective date of House Bill 2844, 89th Legislature, Regular Session, 2025.

PASSED AND APPROVED by the City Council of the City of Tomball, Texas, on this _____ day of _____, 2026.

Lori Klein Quinn, Mayor
City of Tomball, Texas

ATTEST:

City Secretary
City of Tomball, Texas

Date of first reading: _____

Date of second reading/adoption: _____

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 15, 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.

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 _____
Staff Member Date

Approved by _____
City Manager Date