

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



**Monday, May 04, 2026
5:30 P.M.**

Notice is hereby given of a Workshop and Regular meetings of the Tomball City Council, to be held on Monday, May 04, 2026 at 5:30 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: 841 3818 7290 Passcode: 072006. 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. Invocation led by Pastor Courtney White, Fountain of Love
- C. Pledges to U.S. and Texas Flags
- D. 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.]*
- E. General Discussion
 - 1. Tomball Economic Development Corporation activity update.
- F. Proposed Future Agenda Items *[The following items are provided for informational purposes for City Council and public review. Any item may be pulled for separate discussion at Council's request.]*

1. Workshop Discussion Only – Approve a contract with On Par Civil Service for the implementation and construction of the Downtown Bollard Plan (Project No. 2026-10002) as part of the Special Event Security Improvements, for a not-to-exceed amount of \$135,531.95 (Bid No. 2026-04), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2025-2026 Budget.
2. Workshop Discussion Only - Zoning Case Z26-04: Request by Mike Arledge and Baldomero Araiza Alonso, to consider a zone change from Single-Family Residential - 6 (SF-6) to Office (O) on Tracts 8E and 8F, two tracts containing approximately 3.13 acres of land, situated in the Jesse Pruitt Survey, Abstract 629, located north of the northwest intersection of Lizzie Lane and South Persimmon Street. The applicant is requesting to allow for the properties to be developed for professional office buildings.
3. Workshop Discussion Only – 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.

G. Presentations

1. Jon Bonck, a congressional candidate for Texas’s 38th District, will introduce himself to the City Council as a prospective representative for the Tomball area.
2. Presentation of Proclamations
 - Municipal Clerks Week May 3-9, 2026
 - Economic Development Week May 4-8, 2026
 - Public Works Week May 17-23, 2026
3. Presentation for years of service to Council Member, Position 1 John Ford.

H. Reports and Announcements

1. Announcements

I. **Upcoming events:**

- May 9, 2026 – 2nd Saturday from 5:00 – 9:00 p.m. at Tomball Depot Plaza

- May 14, 2026 – Kaffeeklatsch from 8:30 – 10:00 a.m. at Tomball Community Center
- May 21, 2026 – Tomball Police Department Memorial Ceremony from 11:00 a.m. – noon at Tomball Community Center

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

I. Old Business

1. Adopt, on Second Reading, Ordinance No. 2026-08, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer requires the continued existence of an unimproved street right-of-way between Lot 1 Block 1 of Tim Littlefield LLC and Lot 1 Block 2 of Tim Littlefield LLC, being 0.324 acres of land situated in the Jessie Pruitt Survey A-629, and in the Tim Littlefield LLC plat as recorded in file 704839 of the map records of Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved street right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the City's interest in said unimproved street right-of-way; and containing other provisions relating to the subject.

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 April 20, 2026, Regular City Council meeting.

2. Consideration of and action on Resolution No. 2026-23, a Resolution of the City Council of the City of Tomball, Texas, releasing certain property from the City's Extraterritorial Jurisdiction pursuant to Chapter 42, Subchapter D, of the Texas Local Government Code; providing findings; describing the property released; directing notice and filing; and providing for related matters.

3. Approve a contract with On Par Civil Service for the implementation and construction of the Downtown Bollard Plan (Project No. 2026-10002) as part of the Special Event Security Improvements, for a not-to-exceed amount of \$135,531.95 (Bid No. 2026-04), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2025-2026 Budget.

K. New Business

1. Consideration of and action on Resolution No. 2026-18, a Resolution of the City Council of the city of Tomball, Texas regarding acceptance of approximately 14.0943 acres tract of land consisting of two tracts, both located at or around 21103 Telge Road, Tomball, TX 77377 into the Extraterritorial Jurisdiction of the city of Tomball.
2. Approve an agreement authorizing the sale of six vehicles to Montgomery Independent School District for use for their Police Department and authorize the City Manager to execute any and all documents.
3. Approve Resolution 2026-19, a Resolution of the City Council of the City of Tomball, Texas, Appointing the City Manager as the Chief Executive Officer and Authorized Representative to Act in All Matters in Connection with the Texas Division of Emergency Management Building Resilient Infrastructure and Communities and Committing the City to Provide Matching Funds to Secure and Complete the grant application.
4. Approve, on First Reading, Resolution No. 2026-21-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving an amendment to the Debt Service Contribution Agreement by and between the Corporation and the City of Tomball to make direct incentives to, or expenditures for, improvements to the South Wastewater Treatment Plant Expansion project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code.
5. Approve, on First Reading, Resolution No. 2026-22-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and the Heart of Tomball Alliance to make direct incentives to, or expenditures for, advertising, promotion and event marketing for Old Town Tomball, as authorized under Section 505.158 of the Texas Local Government Code. The estimated amount of expenditures for such project is an amount not to exceed \$53,147.00.
6. Meet & Greet - Interview of and discussion on candidates for four (4) appointments to the Tomball Economic Development Corporation.

L. Adjournment

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 28th day of April 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: May 4, 2026

Topic:

Tomball Economic Development Corporation activity update.

Background:

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

Recommendation:

Discussion item only; no action required.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Kelly Violette
Executive Director-TEDC Date _____

Approved by _____
City Manager Date _____

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: April 20, 2026

Topic:

Workshop Discussion Only – Approve a contract with On Par Civil Service for the implementation and construction of the Downtown Bollard Plan (Project No. 2026-10002) as part of the Special Event Security Improvements, for a not-to-exceed amount of \$135,531.95 (Bid No. 2026-04), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2025-2026 Budget.

Background:

During the Fiscal Year 2026 budget process, City Council directed staff to evaluate and identify opportunities to enhance public safety and security measures for special events held in the Downtown area. This direction was primarily focused on improving conditions within the southern four blocks of Downtown, which serve as a central location for community gatherings, festivals, and high-attendance events.

In response, City staff coordinated with AIG Technical Services, Inc. to develop a comprehensive Downtown Bollard Plan. The plan was designed to provide both functional and aesthetic improvements that enhance pedestrian safety while maintaining the character and accessibility of the Downtown corridor.

The proposed plan includes the installation of removable bollards anchored within reinforced concrete pavement bands. This design allows for flexibility in daily operations while providing the ability to secure roadways during events. The reinforced concrete bands ensure structural integrity and long-term durability, particularly in areas subject to repeated installation and removal of bollards.

This effort is part of a broader strategy to improve event safety, which has also included the evaluation and use of additional protective measures such as decorative rock barriers, temporary barricades, and expanded camera coverage. Together, these elements are intended to reduce vehicular conflict points, improve crowd protection, and enhance overall situational awareness during special events.

Funding for the design and engineering of the Downtown Bollard Plan was provided in part by the Tomball Economic Development Corporation (TEDC) through its Downtown Mobility Plan initiative, reflecting a coordinated approach to improving both safety and accessibility in the Downtown area.

The implementation of these improvements will support the City's ongoing commitment to providing safe, welcoming, and well-managed public spaces for residents, visitors, and event organizers.

Origination:

Recommendation:

Staff recommends awarding a contract to On Par Civil Service for the implementation and construction of the Downtown Bollard Plan as part of the Special Event Security Improvements for an amount not-to-exceed \$135,531.95.

BID SUMMARY
 CITY OF TOMBALL DOWNTOWN BOLLARD PLAN
 CITY OF TOMBLL E&P CIP NUMBER 2026-10002
 PROJECT BID NO. 2026-04

No.	Contractor	Total Base Bid	Alternate 1	Alternate 2	Total
1	On Par Civil Services	\$ 121,321.95	\$ 8,960.00	\$ 5,250.00	\$ 135,531.95
2	TWL Construction	\$ 146,150.00	\$ 12,130.00	\$ 8,100.00	\$ 166,380.00
3	CONPLUS LLC	\$ 163,815.00	\$ 8,300.00	\$ 4,800.00	\$ 176,915.00
4	Corestone Construction Services	\$ 196,192.77	\$ 16,288.27	\$ 10,672.50	\$ 223,153.54
5	Noble Building and Development	\$ 230,191.00	\$ 14,544.00	\$ 4,476.00	\$ 249,211.00
6	Bluebonnet Playguard	\$ 288,826.67	\$ 29,415.00	\$ 11,178.00	\$ 329,419.67
7	Castillo Aranda LLC	\$ 292,945.00	\$ 28,700.00	\$ 18,000.00	\$ 339,645.00
8	HCG	\$ 309,682.00	\$ 17,855.00	\$ 9,480.00	\$ 337,017.00
9	Arreis Construction Group	\$ 323,366.50	\$ 8,108.35	\$ 4,278.36	\$ 335,753.21

April 2, 2026

City of Tomball
501 James Street
Tomball, Texas 77375

Attn: Drew Huffman, Director of Public Works

Re: City of Tomball
E&P No. 2026-10002 – City of Tomball Downtown Bollard Plan
Project Bid No. 2026-04
AIG Project No. 2516

Tabulation of Bids Received and Engineer’s Recommendation

Dear Mr. Huffman:

On Mar 24, 2026, a total of nine (9) bids were received and opened for the City of Tomball Downtown Bollard Plan project in accordance with the Notice to Bidders. The bids have been reviewed and tabulated, see enclosure.

On Par Civil Services is the apparent low bidder in the amount of \$135,531.95 with the base bid and alternate bids as follows:

Base Bid	\$121,321.95
Alternate 1	\$8,960.00
Alternate 2	\$5,250.00

The bid included the ten percent (10%) bid bond.

The bid submitted by On Par Civil Services shows no signs of imbalance. Therefore, we pose no objection to the recommendation of awarding the construction contract for City of Tomball Downtown Bollard Plan.

Below is a summary of our full review of the bids received for the project.

The Base Bid Price was utilized to establish the order of the bids and identification of apparent low bidder.

Bidders and their Total Bids were:

No.	Contractor	Total Base Bid	Alternate 1	Alternate 2	Total
1	On Par Civil Services	\$ 121,321.95	\$ 8,960.00	\$ 5,250.00	\$ 135,531.95
2	TWL Construction	\$ 146,150.00	\$ 12,130.00	\$ 8,100.00	\$ 166,380.00
3	CONPLUS LLC	\$ 163,815.00	\$ 8,300.00	\$ 4,800.00	\$ 176,915.00
4	Corestone Construction Services	\$ 196,192.77	\$ 16,288.27	\$ 10,672.50	\$ 223,153.54
5	Noble Building and Development	\$ 230,191.00	\$ 14,544.00	\$ 4,476.00	\$ 249,211.00
6	Bluebonnet Playguard	\$ 288,826.67	\$ 29,415.00	\$ 11,178.00	\$ 329,419.67
7	Castillo Aranda LLC	\$ 292,945.00	\$ 28,700.00	\$ 18,000.00	\$ 339,645.00
8	HCG	\$ 309,682.00	\$ 17,855.00	\$ 9,480.00	\$ 337,017.00
9	Arreis Construction Group	\$ 323,366.50	\$ 8,108.35	\$ 4,278.36	\$ 335,753.21

If you have any questions, please do not hesitate to call.

Sincerely,



Patrick Rummel, P.E.

Enclosure: Project Bid Tabulation

CITY OF TOMBALL - DOWNTOWN BOLLARD PLAN					Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6		Bidder No. 7		Bidder No. 8		Bidder No. 9			
Item	Control No.	Description	Unit	Quantity	ENGINEER'S ESTIMATE		On Par Civil Services		TWL Construction		CONPLUS LLC		Corestone Construction Services		Noble Building and Development		Bluebonnet Playguard		Castillo Aranda LLC		HCG		Arreis Construction Group	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID																								
B. BASE UNIT PRICE TABLE - GENERAL & SITE CONSTRUCTION ITEMS																								
1	01502	MOBILIZATION (4%)	LS	1	\$ 8,282.60	\$ 8,282.60	\$ 3,731.95	\$ 3,731.95	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 2,850.00	\$ 2,850.00	\$ 10,372.00	\$ 10,372.00	\$ 5,757.67	\$ 5,757.67	\$ 12,500.00	\$ 12,500.00	\$ 13,300.00	\$ 13,300.00	\$ 143,304.00	\$ 143,304.00
2	01555	TRAFFIC CONTROL & REGULATION	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 8,000.00	\$ 8,000.00	\$ 2,500.00	\$ 2,500.00	\$ 20,000.00	\$ 20,000.00	\$ 712.50	\$ 712.50	\$ 5,454.00	\$ 5,454.00	\$ 10,250.00	\$ 10,250.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 42,576.00	\$ 42,576.00
3	02221; 02751; DWGS	REMOVABLE BOLLARD WITHIN EXISTING CONC. PVMT. (INCLUDE REMOVAL, ALL DEPTHS, SAWCUTS, AND DISPOSAL) (COMPLETE IN PLACE)	EA	20	\$ 2,250.00	\$ 45,000.00	\$ 875.00	\$ 17,500.00	\$ 1,350.00	\$ 27,000.00	\$ 1,250.00	\$ 25,000.00	\$ 1,778.75	\$ 35,575.00	\$ 2,049.00	\$ 40,980.00	\$ 1,325.00	\$ 26,500.00	\$ 3,000.00	\$ 60,000.00	\$ 1,580.00	\$ 31,600.00	\$ 713.06	\$ 14,261.20
4	02221	PAVEMENT REMOVAL (ASPHALT) (ALL DEPTHS) (INCLUDE SAWCUTS)	SY	61	\$ 75.00	\$ 4,575.00	\$ 18.00	\$ 1,098.00	\$ 200.00	\$ 12,200.00	\$ 35.00	\$ 2,135.00	\$ 18.85	\$ 1,149.85	\$ 380.00	\$ 23,180.00	\$ 86.00	\$ 5,246.00	\$ 20.00	\$ 1,220.00	\$ 860.00	\$ 52,460.00	\$ 230.03	\$ 14,031.83
5	01740	RESTORATION OF SITE DEVELOPMENT	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,705.97	\$ 5,705.97	\$ 4,800.00	\$ 4,800.00	\$ 4,148.00	\$ 4,148.00	\$ 10,500.00	\$ 10,500.00	\$ 7,330.00	\$ 7,330.00	\$ 5,000.00	\$ 5,000.00
6	DWGS	REMOVABLE BOLLARD (INCLUDE BOLLARD CONC. FOUNDATION)	EA	61	\$ 2,000.00	\$ 122,000.00	\$ 770.00	\$ 46,970.00	\$ 1,000.00	\$ 61,000.00	\$ 1,100.00	\$ 67,100.00	\$ 1,648.73	\$ 100,572.53	\$ 746.00	\$ 45,506.00	\$ 1,736.00	\$ 105,896.00	\$ 2,500.00	\$ 152,500.00	\$ 1,090.00	\$ 66,490.00	\$ 495.75	\$ 30,240.75
7	02751	REINFORCED CONC. PVMT (HIGH-EARLY STRENGTH) (7-INCH) FOR CONCRETE BAND	SY	61	\$ 90.00	\$ 5,490.00	\$ 185.00	\$ 11,285.00	\$ 200.00	\$ 12,200.00	\$ 150.00	\$ 9,150.00	\$ 126.09	\$ 7,691.49	\$ 181.00	\$ 11,041.00	\$ 1,748.00	\$ 106,628.00	\$ 150.00	\$ 9,150.00	\$ 860.00	\$ 52,460.00	\$ 134.63	\$ 8,212.43
Sub Totals						\$ 215,347.60		\$ 93,584.95		\$ 120,400.00		\$ 139,385.00		\$ 154,257.34		\$ 141,333.00		\$ 264,425.67		\$ 260,870.00		\$ 243,640.00		\$ 257,626.21
C. EXTRA UNIT PRICES																								
8	02221	PAVEMENT REMOVAL (ASPHALT) (ALL DEPTHS) (INCLUDE SAWCUTS)	SY	100	\$ 75.00	\$ 7,500.00	\$ 18.00	\$ 1,800.00	\$ 50.00	\$ 5,000.00	\$ 15.00	\$ 1,500.00	\$ 18.88	\$ 1,888.00	\$ 368.00	\$ 36,800.00	\$ 38.86	\$ 3,886.00	\$ 20.00	\$ 2,000.00	\$ 336.00	\$ 33,600.00	\$ 230.03	\$ 23,003.00
9	02711	BLACK BASE (6-INCH)	SY	100	\$ 50.00	\$ 5,000.00	\$ 92.50	\$ 9,250.00	\$ 20.00	\$ 2,000.00	\$ 85.00	\$ 8,500.00	\$ 142.63	\$ 14,263.00	\$ 298.00	\$ 29,800.00	\$ 66.00	\$ 6,600.00	\$ 45.00	\$ 4,500.00	\$ 90.00	\$ 9,000.00	\$ 106.72	\$ 10,672.00
10	02741	ASPHALTIC CONCRETE PAVEMENT (2-INCH)	SY	100	\$ 12.00	\$ 1,200.00	\$ 32.50	\$ 3,250.00	\$ 20.00	\$ 2,000.00	\$ 40.00	\$ 4,000.00	\$ 113.00	\$ 11,300.00	\$ 72.00	\$ 7,200.00	\$ 25.83	\$ 2,583.00	\$ 65.00	\$ 6,500.00	\$ 50.00	\$ 5,000.00	\$ 83.01	\$ 8,301.00
11	02741	HOT-MIX HOT LAID ASPHALTIC CONCRETE	TON	11	\$ 110.00	\$ 1,210.00	\$ 125.00	\$ 1,375.00	\$ 250.00	\$ 2,750.00	\$ 130.00	\$ 1,430.00	\$ 149.63	\$ 1,645.93	\$ 328.00	\$ 3,608.00	\$ 172.00	\$ 1,892.00	\$ 325.00	\$ 3,575.00	\$ 300.00	\$ 3,300.00	\$ 209.89	\$ 2,308.79
12	02741	REINFORCED CONC. PVMT (HIGH-EARLY STRENGTH) (7-INCH) FOR CONCRETE BAND	SY	50	\$ 90.00	\$ 4,500.00	\$ 195.00	\$ 9,750.00	\$ 200.00	\$ 10,000.00	\$ 100.00	\$ 5,000.00	\$ 126.09	\$ 6,304.50	\$ 181.00	\$ 9,050.00	\$ 122.00	\$ 6,100.00	\$ 150.00	\$ 7,500.00	\$ 164.00	\$ 8,200.00	\$ 134.63	\$ 6,731.50
13	02676	THERMOPLASTIC PAVEMENT MARKING (TYPE B) (24-INCH) (WHITE) (SOLID)	LF	200	\$ 8.00	\$ 1,600.00	\$ 11.56	\$ 2,312.00	\$ 20.00	\$ 4,000.00	\$ 20.00	\$ 4,000.00	\$ 32.67	\$ 6,534.00	\$ 12.00	\$ 2,400.00	\$ 16.70	\$ 3,340.00	\$ 40.00	\$ 8,000.00	\$ 34.71	\$ 6,942.00	\$ 73.62	\$ 14,724.00
Sub Totals						\$ 21,010.00		\$ 27,737.00		\$ 25,750.00		\$ 24,430.00		\$ 41,935.43		\$ 88,858.00		\$ 24,401.00		\$ 32,075.00		\$ 66,042.00		\$ 65,740.29
TOTAL BASE BID						\$ 236,357.60		\$ 121,321.95		\$ 146,150.00		\$ 163,815.00		\$ 196,192.77		\$ 230,191.00		\$ 288,826.67		\$ 292,945.00		\$ 309,682.00		\$ 323,366.50
ALTERNATE E1																								
E1. ALTERNATE ITEMS																								
14	02221	PAVEMENT REMOVAL (ASPHALT) (ALL DEPTHS) (INCLUDE SAWCUTS)	SY	10	\$ 75.00	\$ 750.00	\$ 18.00	\$ 180.00	\$ 58.00	\$ 580.00	\$ 20.00	\$ 200.00	\$ 18.88	\$ 188.80	\$ 602.00	\$ 6,020.00	\$ 1,245.00	\$ 12,450.00	\$ 20.00	\$ 200.00	\$ 860.00	\$ 8,600.00	\$ 230.03	\$ 2,300.30
15	DWGS	REMOVABLE BOLLARD (INCLUDE BOLLARD CONC. FOUNDATION)	EA	9	\$ 2,000.00	\$ 18,000.00	\$ 770.00	\$ 6,930.00	\$ 950.00	\$ 8,550.00	\$ 800.00	\$ 7,200.00	\$ 1,648.73	\$ 14,838.57	\$ 746.00	\$ 6,714.00	\$ 1,750.00	\$ 15,750.00	\$ 3,000.00	\$ 27,000.00	\$ 795.00	\$ 7,155.00	\$ 495.75	\$ 4,461.75
16	02741	REINFORCED CONC. PVMT (HIGH-EARLY STRENGTH) (7-INCH) FOR CONCRETE BAND	SY	10	\$ 75.00	\$ 750.00	\$ 185.00	\$ 1,850.00	\$ 300.00	\$ 3,000.00	\$ 90.00	\$ 900.00	\$ 126.09	\$ 1,260.90	\$ 181.00	\$ 1,810.00	\$ 121.50	\$ 1,215.00	\$ 150.00	\$ 1,500.00	\$ 210.00	\$ 2,100.00	\$ 134.63	\$ 1,346.30
Sub Totals						\$ 19,500.00		\$ 8,960.00		\$ 12,130.00		\$ 8,300.00		\$ 16,288.27		\$ 14,544.00		\$ 29,415.00		\$ 28,700.00		\$ 17,855.00		\$ 8,108.35
ALTERNATE E1																								
E2. ALTERNATE ITEMS																								
17	02221; 02751; DWGS	REMOVABLE BOLLARD WITHIN EXISTING CONC. PVMT. (INCLUDE REMOVAL, ALL DEPTHS, SAWCUTS, AND DISPOSAL) (COMPLETE IN PLACE)	EA	6	\$ 2,250.00	\$ 13,500.00	\$ 875.00	\$ 5,250.00	\$ 1,350.00	\$ 8,100.00	\$ 800.00	\$ 4,800.00	\$ 1,778.75	\$ 10,672.50	\$ 746.00	\$ 4,476.00	\$ 1,863.00	\$ 11,178.00	\$ 3,000.00	\$ 18,000.00	\$ 1,580.00	\$ 9,480.00	\$ 713.06	\$ 4,278.36
Sub Totals						\$ 13,500.00		\$ 5,250.00		\$ 8,100.00		\$ 4,800.00		\$ 10,672.50		\$ 4,476.00		\$ 11,178.00		\$ 18,000.00		\$ 9,480.00		\$ 4,278.36
TOTAL BASE BID WITH ALTERNATE E1 & E2						\$ 269,357.60		\$ 135,531.95		\$ 166,380.00		\$ 176,915.00		\$ 223,153.54		\$ 249,211.00		\$ 329,419.67		\$ 339,645.00		\$ 337,017.00		\$ 335,753.21

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 4, 2026

Topic:

Zoning Case Z26-04: Request by Mike Arledge and Baldomero Araiza Alonso, to consider a zone change from Single-Family Residential - 6 (SF-6) to Office (O) on Tracts 8E and 8F, two tracts containing approximately 3.13 acres of land, situated in the Jesse Pruitt Survey, Abstract 629, located north of the northwest intersection of Lizzie Lane and South Persimmon Street. The applicant is requesting to allow for the properties to be developed for professional office buildings.

Background:

Origination: Mike Arledge and Baldomero Araiza Alonso

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E

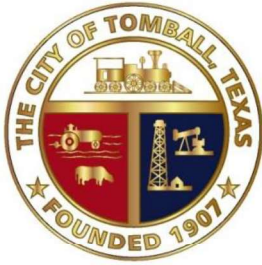
FUNDING (IF APPLICABLE)

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



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: Jon Arledge Title: owner
 Mailing Address: 11902 gatesden dr City: tomball State: tx
 Zip: 77377 Contact: _____
 Phone: (832) 922 8839 Email: jon@arledgeinterests.com

Owner

Name: mike arledge Title: owner
 Mailing Address: 11902 gatesden dr City: tomball State: tx
 Zip: 77377 Contact: _____
 Phone: (281) 960 2856 Email: mike@arledgeinterests.com

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
 Mailing Address: _____ City: _____ State: _____
 Zip: _____ Contact: _____
 Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: Horizon Concrete Warehouse and office

Physical Location of Property: 426 s persimmon st tomball tx
 [General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 8E ABST 629 J PRUITT
 [Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (SF-6) : Single Family Residential 6

Current Use of Property: none

Proposed Zoning District: ~~xxxxxx Single Family Residential 6~~ (SF-6) Single Family Residential 6 Office (O)

Proposed Use of Property: Horizon concrete office

HCAD Identification Number: 0440550000067 Acreage: 2

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 Jon Arledge ~~xxxxxx~~ 2/12/2026
Signature of Applicant Date

X Mike Arledge ~~xxxxxx~~ 2/12/2026
Signature of Owner Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: \$1,000.00 (standard zoning) or \$1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an un-platted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.



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: Jon Arledge Title: buyer
 Mailing Address: 11902 gatesden dr City: tomball State: tx
 Zip: 77377 Contact: _____
 Phone: (832) 922 8839 Email: jon@arledgeinterests.com

Owner

Name: BALDOMERO al ALONSO Title: owner
 Mailing Address: 8714 RUTHERFORD LN City: HOUSTON State: tx
 Zip: 77088-3630 Contact: _____
 Phone: (713) 3032989 Email: alonso121267@hotmail.com

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
 Mailing Address: _____ City: _____ State: _____
 Zip: _____ Contact: _____
 Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: Horizon Concrete Warehouse and office

Physical Location of Property: 0 s persimmon st tomball tx
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 8F ABST 629 J PRUITT
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (SF-6) : Single Family Residential 6

Current Use of Property: none

Proposed Zoning District: ~~(SF-6) Single Family Residential 6~~ Office (O)

Proposed Use of Property: Horizon concrete office

HCAD Identification Number: 0440550000068 Acreage: 1.140702479338843

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 Jon Arledge ~~XXXXXX~~ 2/12/2026
Signature of Applicant Date

X BAAWSON ~~XXXXXX~~ 2/12/2026
Signature of Owner Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: \$1,000.00 (standard zoning) or \$1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an un-platted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

Dear Commissioners,

I am respectfully requesting rezoning of approximately 3 acres currently zoned SF-6 (Single Family Residential) to O (office).

The property is located along Persimmon, an 80-foot right-of-way designated as a major thoroughfare. The corridor already contains established commercial development directly across the street to the south and north.

The intent of this request is to relocate and consolidate several related professional businesses under one roof at this location. These include:

- General Contracting
- Construction Management
- Construction Consulting
- Real Estate Development Services
- Land Surveying
- Architectural Services

The primary use of the property will be professional office and contractor administrative operations.

I have also dug a retention/detention pond and swale to persimmon to fix a long standing community drainage issue. The property has received over 33" of water since complete and area is still dry.

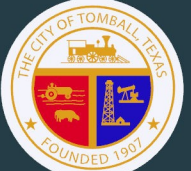
This request represents an opportunity to centralize established professional services within the community while making productive and economically viable use of the property.

Thank you for your consideration.

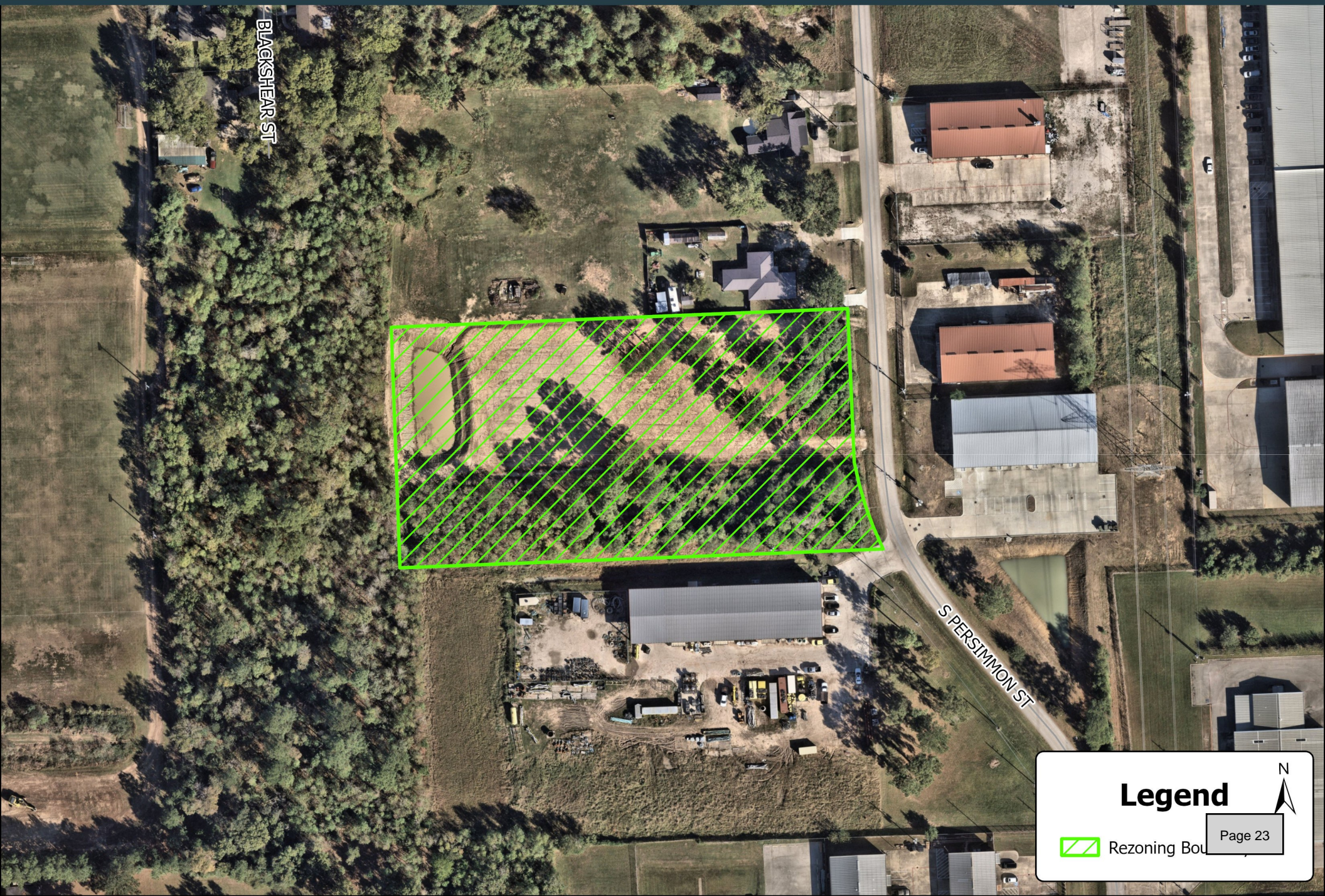
Sincerely,

Mike Arledge 281 960 2856

Mike@arledgeinterests.com




Location




BLACKSHEAR ST

SPERSIMMON ST

Legend

 Rezoning Boundary

Page 23



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 4, 2026

Topic:

Workshop Discussion Only – 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.

Background:

The Public Works Department issued a Request for Proposals (RFP) to solicit services from qualified, licensed vendors specializing in water and wastewater utility electrical and mechanical services and repairs. The intent of the RFP was to establish an on-call contract to support the ongoing maintenance and repair needs of critical infrastructure at the City’s water and wastewater facilities.

Services to be provided under this agreement include furnishing all necessary labor, equipment, and materials required for the maintenance, repair, and replacement of pumps, motors, and associated electrical and mechanical equipment. These services are essential to maintaining reliable operation of the City’s utility systems and ensuring regulatory compliance.

Proposals were received and evaluated based on established criteria including qualifications, experience, responsiveness, and cost. Based on the evaluation, staff recommends awarding the contract to McCarthy Building Companies, Inc. as the most qualified firm to provide these services.

The contract will be structured as an on-call agreement, with work assigned on a project-by-project basis as needs arise for an annual contract amount not-to-exceed \$600,000. The City does not guarantee a minimum amount of work or contract value under this agreement.

Funding for services performed under this contract will be allocated from the approved annual operating budget for water and wastewater utilities and specified approved Capital Improvement Projects. Expenditures will be authorized on an as-needed basis in accordance with the City’s purchasing policies.

Origination: Project Management

Recommendation:

Staff recommends approving an agreement with McCarthy Building Companies, Inc. for on-call electrical and mechanical services for an annual contract amount not-to-exceed \$600,000

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

FUNDING (IF APPLICABLE)

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

Yes:

No:

If yes, specify Account Number: #400-613-6409

#400-614-6409

#600-613-6207

#600-614-6207

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

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

RFP for Water & Wastewater On-Call Electrical Services
Committee Scoring Summary

Committee	Akecheta	Wingo	Boyer	McCarthy
One	64	72	79	88
Two	65	70	80	85
Three	63	63	77	90
Total	192	205	236	263
Average	64	68	79	88

City Council Meeting Agenda Item Data Sheet

Meeting Date: May 4, 2026

Topic:

Jon Bonck, a congressional candidate for Texas's 38th District, will introduce himself to the City Council as a prospective representative for the Tomball area.

Background:

Origination: Mayor

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: May 4, 2026

Topic:

Presentation of Proclamations

- Municipal Clerks Week May 3-9, 2026
- Economic Development Week -May 4-8, 2026
- Public Works Week May 17-23, 2026

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: May 4, 2026

Topic:

Presentation for years of service to Council Member, Position 1 John Ford.

Background:

Origination: Mayor Lori Klein Quinn

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: May 4, 2026

Topic:

Upcoming events:

- May 9, 2026 – 2nd Saturday from 5:00 – 9:00 p.m. at Tomball Depot Plaza
- May 14, 2026 – Kaffeeklatsch from 8:30 – 10:00 a.m. at Tomball Community Center
- May 21, 2026 – Tomball Police Department Memorial Ceremony from 11:00 a.m. – noon at Tomball Community Center

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

ORDINANCE NO. 2026-08

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRES THE CONTINUED EXISTENCE OF AN UNIMPROVED STREET RIGHT-OF-WAY BETWEEN LOT 1 BLOCK 1 OF TIM LITTLEFIELD LLC AND LOT 1 BLOCK 2 OF TIM LITTLEFIELD LLC, BEING 0.324 ACRES OF LAND SITUATED IN THE JESSE PRUITT SURVEY A-629, AND IN THE TIM LITTLEFIELD LLC PLAT AS RECORDED IN FILE 704839 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; VACATING ABANDONING, AND CLOSING SAID PORTION OF SUCH UNIMPROVED STREET RIGHT-OF-WAY; AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY SECRETARY TO ATTEST A QUITCLAIM DEED QUITCLAIMING THE CITY’S INTEREST IN SAID UNIMPROVED STREET RIGHT-OF-WAY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

Whereas, The City of Tomball, Texas (“City”) owns 0.324 acres of unimproved street right-of way being out of the Tim Littlefield LLC Plat; and

Whereas, the City Council of the City has determined that public necessity and convenience no longer require the existence of the unimproved street right-of-way; and

Whereas, the City Council has determined that the unimproved street right-of-way should be vacated, abandoned, and closed for the reason that it is no longer needed by the City; and

Whereas, the City Council desires to convey the unimproved street right-of-way to the owners of the property on which the unimproved street right-of-way exists; now, therefore,

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

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

Section 2. That the City Council of the City of Tomball, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of the unimproved street right-of-way described in Section 3 hereof.

Section 3. That the portion of that certain City of Tomball unimproved street right-of-way containing 0.324 acres of land being out of the Tim Littlefield LLC Plat as recorded in File 704839 of the Maps and Records of Harris County, Texas is hereby vacated, abandoned, and closed.

Section 4. That the City Manager is authorized to execute a quitclaim deed quitclaiming the unimproved street right-of-way described in Section 3 hereof to the owners of the property on which the unimproved street right-of-way is located.

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

LORI KLEIN QUINN, Mayor

ATTEST:

Thomas Harris III
City Secretary

Exhibit "A"

Location: 1300 Block of South Persimmon Street, within the City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
CITY COUNCIL
APRIL 20, 2026**



Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, April 20, 2026, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the City Council will consider the following:

Request by Tim Littlefield LLC for the City of Tomball to consider abandonment of an unimproved right-of-way between Lot 1 Block 1 of Tim Littlefield LLC and Lot 1 Block 2 of Tim Littlefield LLC, being 0.324 acres of land situated in the Jessie Pruitt Survey A-629, and in the Tim Littlefield LLC plat as recorded in file 704839 of the map records of Harris County, Texas.

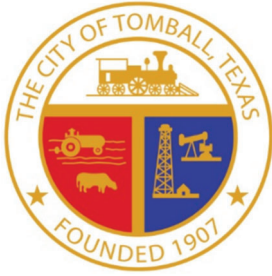
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative 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 14th day of April 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

Craig T. Meyers
Craig T. Meyers
Director of Community Development

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

RIGHT-OF-WAY ABANDONMENT REQUEST APPLICATION

Please provide the following information & return your submittal to the Community Development Director's Office, 501 James Street, Tomball, Texas 77375.

Minimum Submittal Requirements

- \$1,000 application fee.
- Electronic File (PDF) of Boundary Survey and metes & bounds description of the ROW to be abandoned.
- Completed and signed application form.

Applicant Information

Name Tim Littlefield LLC

Mailing Address PO BOX 1808

City Tomball State TX Zip Code 77377

Phone Number 2817237344 Fax Number _____

E-mail Address tim@littlefieldbrothers.com

Agent or Engineer Information

Name Rick Galatian

Mailing Address 1717 W. 34th Street Suite 600518

City Houston State TX Zip Code 77018

Phone Number (713) 894-8739 Fax Number NA

E-mail Address Rick@gbuildingdevelopment.com

We, the undersigned property owners of

Lot 1, Block 2 of Tim Littlefield LLC a subdivision

(name of subdivision, lot, and block number)

do hereby request that the City of Tomball release and vacate the said Right-of-Way as further described in the attached Boundary Survey.

Adjacent Property Owners Signatures

(please include your name, mailing address, HCAD number of your property, and signature)

1. Rick Galatian 1717 w. 34th Street suite 600518 Houston, TX 77018

2. HCAD Account #1422610020001 

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

Certification

I, Tim Littlefield-Tim Littlefield LLC, being one of the above named persons, do hereby certify that the above named persons include all abutting property owners of the property being vacated and released.

Please list the reasons for the request and how this request will benefit the public:

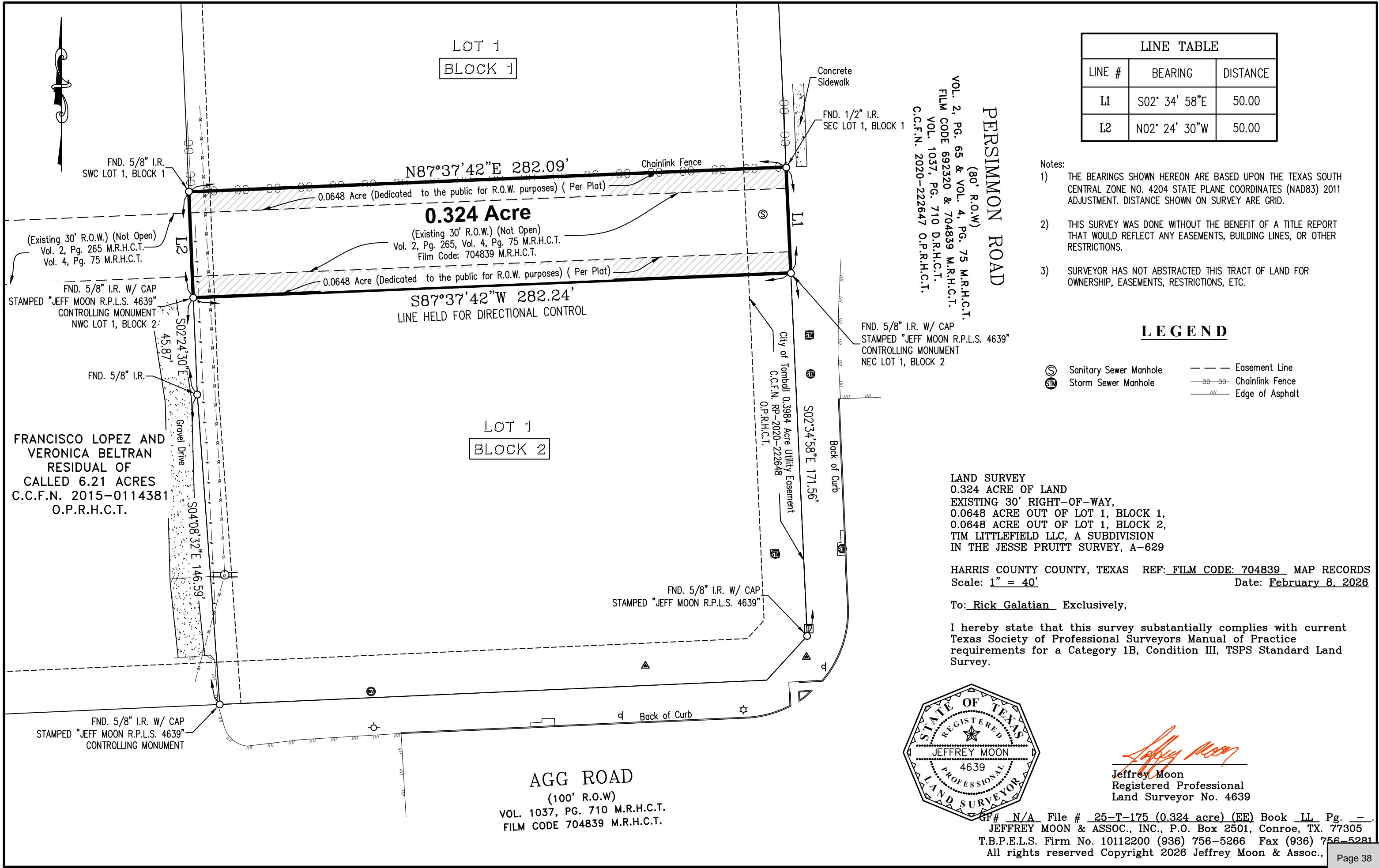
City will not need to maintain a useless ROW that they will never use.

(Signature)

(Printed Name)

Tim Littlefield

Tim Littlefield



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S02° 34' 58"E	50.00
L2	N02° 24' 30"W	50.00

- Notes:
- 1) THE BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE COORDINATES (NAD83) 2011 ADJUSTMENT. DISTANCE SHOWN ON SURVEY ARE GRID.
 - 2) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT THAT WOULD REFLECT ANY EASEMENTS, BUILDING LINES, OR OTHER RESTRICTIONS.
 - 3) SURVEYOR HAS NOT ABSTRACTED THIS TRACT OF LAND FOR OWNERSHIP, EASEMENTS, RESTRICTIONS, ETC.

LEGEND

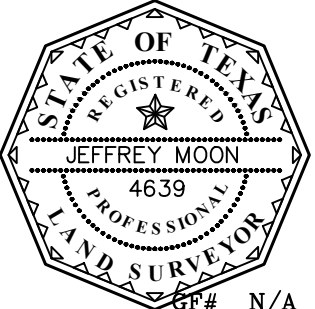
- ⊙ Sanitary Sewer Manhole
- ⊕ Storm Sewer Manhole
- - - Easement Line
- ⊖⊖⊖ Chainlink Fence
- ▨ Edge of Asphalt

LAND SURVEY
 0.324 ACRE OF LAND
 EXISTING 30' RIGHT-OF-WAY,
 0.0648 ACRE OUT OF LOT 1, BLOCK 1,
 0.0648 ACRE OUT OF LOT 1, BLOCK 2,
 TIM LITTLEFIELD LLC, A SUBDIVISION
 IN THE JESSE PRUITT SURVEY, A-629

HARRIS COUNTY COUNTY, TEXAS REF: FILM CODE: 704839 MAP RECORDS
 Scale: 1" = 40' Date: February 8, 2026

To: Rick Galatian Exclusively,

I hereby state that this survey substantially complies with current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1B, Condition III, TSPS Standard Land Survey.



Jeffrey Moon
 Jeffrey Moon
 Registered Professional
 Land Surveyor No. 4639

GF# N/A File # 25-T-175 (0.324 acre) (EE) Book LL Pg. -
 JEFFREY MOON & ASSOC., INC., P.O. Box 2501, Conroe, TX. 77305
 T.B.P.E.L.S. Firm No. 10112200 (936) 756-5266 Fax (936) 756-5281
 All rights reserved Copyright 2026 Jeffrey Moon & Assoc.,



February 8, 2026

BEING 0.324 ACRE TRACT OF LAND IN THE JESSE PRUITT SURVEY, ABSTRACT 629 IN HARRIS COUNTY, TEXAS, BEING ALL OF AN EXISTING 30 FOOT RIGHT OF WAY, ALL OF A 0.0648 ACRE TRACT OUT OF LOT 1, BLOCK 1, AND ALL OF A 0.0648 ACRE TRACT OUT OF LOT 1, BLOCK 2 OF TIM LITTLEFIELD LLC. A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE 704839 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; SAID 0.324 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS AND COORDINATES REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE (ALL DISTANCES SHOWN ARE GRID):

BEGINNING at a 5/8 inch iron rod with survey cap stamped "Jeff Moon R.P.L.S. 4639, found for the Southeast corner of the herein described tract and being the Northeast corner of said Lot 1, Block 2 and the Southeast corner of said 0.0648 acre out of said Lot 1, Block 2 and being in the West line of Persimmon Road a 80 foot right-of-way thereof recorded in Volume 2, Page 65, Volume 4, page 75 of the Map Records of Harris County, Texas and Film Code 692320 and 704839 of the Map Records of Harris County, Texas and Volume 1037, Page 710 of the Deed Records of Harris County, Texas, from whence a 5/8 inch iron rod with a survey cap stamped "Jeff Moon R.P.L.S. 4639" bears South 02°34'58" East, 171.56 for the upper Southeast corner of said Lot 1, Block 2;

THENCE South 87°37'42" West, along the North line of said Lot 1, Block 2 and the South line of said 0.0648 acre out of Lot 1, Block 2, a distance of 282.24 feet to a 5/8 inch iron rod with a survey cap stamped "Jeff Moon R.P.L.S. 4639" found for the Southwest corner of the herein described tract and being the Northwest corner of said Lot 1, Block 2 and the Southwest corner of said 0.0648 acre out of Lot 1, Block 2 and being in the East line of a called 6.21 acres of land conveyed in deed to Francisco Lopez and Veronica Beltran recorded under County Clerk's File Number 2015-0114381 of the Official Public Records of Harris County, Texas from whence a 5/8 inch iron rod bears South 02°24'30" East, 45.87 feet for a angle point of said Lot 1, Block 2;

THENCE North 02°24'30" West, leaving the North of said Lot 1, Block 2 and along the East line of said 6.21 acre tract and the West line of said 0.0648 acre out of Lot 1, Block 2, passing the Northwest corner of said 0.0648 acre out of Lot 1, Block 2 and the Southwest corner of said 30 foot right-of-way, continuing along the East line of said 6.21 acre tract and the West line of said 30 foot right-of-way, passing the Northwest corner of said 30 foot right-of-way and the Southwest corner of said 0.0648 acre out of Lot 1, Block 1, continuing along the East line of said 6.21 acre tract and the West line of said 0.0648 acre out of Lot 1, Block 1, a total distance of 50.00 feet to a 5/8 inch iron rod found for the Northwest corner of the herein described tract and being the Northwest corner of said 0.0648 acre out of Lot 1, Block 1 and the Southwest corner of said Lot 1, Block 1;

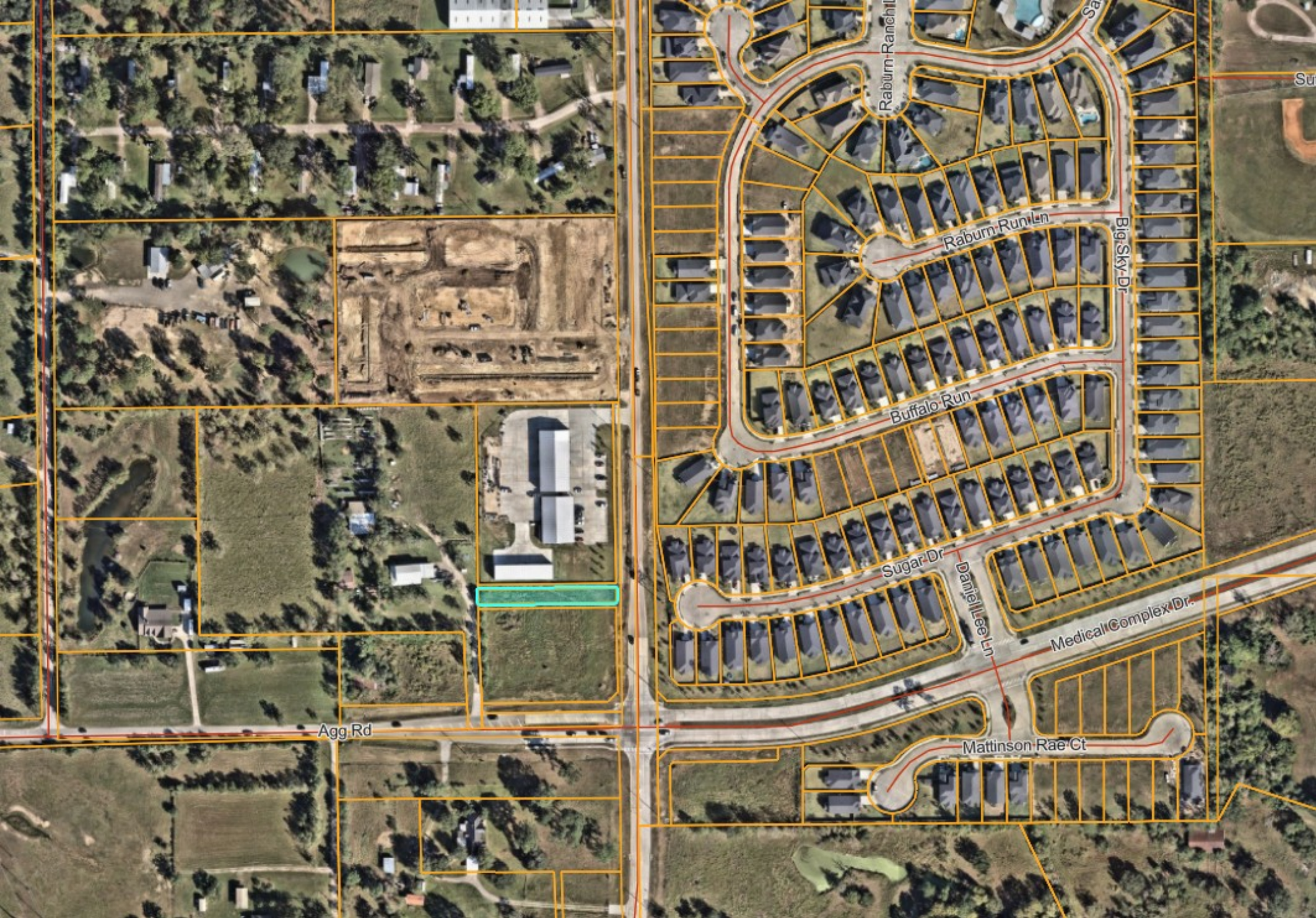
THENCE North 87°37'42" East, leaving the East line of said 6.21 acre tract and along the South line of said Lot 1, Block 1 and the North line of said 0.0648 acre out of Lot 1, Block 1, a distance of 282.09 feet to a 1/2 inch iron rod found for the Northeast corner of the herein described tract and being the Southeast corner of said Lot 1, Block 1 and the Northeast corner of said 0.0648 acre out of Lot 1, Block 1 and being in the West line of said Persimmon Road;

THENCE South 02°34'58" East, along the West line of said Persimmon Road and the East line of said 0.0648 acre out of Lot 1, Block 1, passing the Southeast corner of said 0.0648 acre out of Lot 1, Block 1 and the Northeast corner of said 30 foot right-of-way, continuing along the West line of said Persimmon Road and the East Line of said 30 foot right-of-way and passing the Southeast corner of said 30 foot right-of-way and the Northeast corner of said 0.0648 acre out of Lot 1, Block 2, continuing along the West line of said Persimmon Road and the East line of said 0.0648 acre out of Lot 1, Block 2, for a total distance of 50.00 feet back to the **POINT OF BEGINNING** and containing in all 0.324 acre of land, based on the survey prepared by Jeffrey Moon and Associates, Inc., dated February 8, 2026.

Job. No: 25-T-175 (0.324 Acres)


Jeffrey Moon
Registered Professional
Land Surveyor No. 4639





THE STATE OF TEXAS
COUNTY OF HARRIS:

We, Tim Littlefield, LLC, a Texas limited liability company and the City of Tomball, a Texas municipality, acting by and through Tim Littlefield being a managing member of Tim Littlefield, LLC, a Texas limited liability company, and David Esquivel being a managing member of the City of Tomball, owners in this section after referred to as owners (whether one or more) of the 4.2038 acre tract described in the above and foregoing plat of Tim Littlefield, LLC, do hereby make and establish said subdivision of said property according to all liens, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, watercourses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters square feet (18-inch diameter) with culverts or bridges to be provided for all private driveways or walkways crossing such drainage facilities.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'-6") for ten feet (10'-0") perimeter easements or seven feet, six inches (7'-6") for fourteen feet (14'-0") perimeter easements or five feet, six inches (5'-6") for sixteen feet (16'-0") perimeter easements from a plane sixteen feet (16'-0") above the ground level upward, located adjacent to and adjoining said public utility easement that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'-6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'-0") for ten feet (10'-0") back-to-back easements, or eight feet (8'-0") for fourteen feet (14'-0") back-to-back easements or seven feet (7'-0") for sixteen feet (16'-0") back-to-back easements, from a plane sixteen feet (16'-0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'-0") in width.

FURTHER, owners do hereby dedicate to the public a strip of land 15 feet wide on each side of the centerline of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located and depicted upon in said plat, as easements for drainage purposes, giving the City of Tomball, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainageways and easements clear of fences, buildings, plantings, and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement, except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the Tim Littlefield, LLC, a Texas limited liability company, a single member managed company has caused these presents to be signed by Tim Littlefield, its president, thereunto authorized, common seal hereunto affixed this 7th day of August, 2023.

Tim Littlefield, LLC,
a Texas limited liability company
Tipp Littlefield, Managing Member

IN TESTIMONY WHEREOF, the City of Tomball, a Texas municipality, has caused these presents to be signed by David Esquivel, its managing member thereunto authorized, common seal hereunto affixed this 10th day of August, 2023.

City of Tomball
a Texas municipality
David Esquivel, Managing Member

BEFORE ME, the undersigned authority, on this day personally appeared Tim Littlefield, President of Tim Littlefield, LLC, a Texas limited liability company, the undersigned authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein set out, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this 7th day of August, 2023.

DAMARIS ARIBAL BARCIO
Notary Public in and for
Montgomery County, State of Texas.
My Commission Expires August 12, 2026

Damaris Aribal Barcio
NOTARY PUBLIC IN AND FOR
MONTGOMERY COUNTY, STATE OF TEXAS.
My Commission Expires August 12, 2026

BEFORE ME, the undersigned authority, on this day personally appeared David Esquivel, managing member of the City of Tomball, LLC, a Texas municipality, the undersigned authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein set out, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this 10th day of August, 2023.

KIMBERLY SUE CHANDLER
Notary Public, State of Texas
Comm. Expires 12-18-2023
Notary ID 12983348

Kimberly Sue Chandler
NOTARY PUBLIC IN AND FOR
TEXAS COUNTY, STATE OF TEXAS.
My Commission Expires 12/18/2023

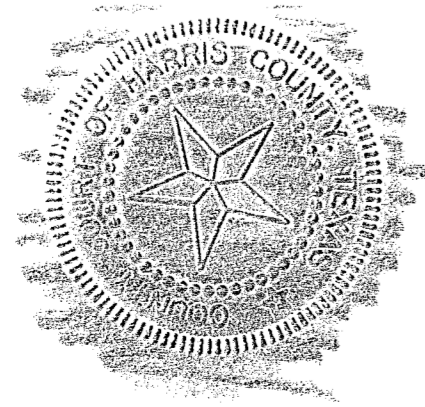
Certificate for the Planning and Zoning Commission:
This is to certify that the planning and zoning commission of the City of Tomball has approved this plat and subdivision of Tim Littlefield LLC in conformance with the laws of the state and the ordinances of the city as shown hereon and authorized the recording of this plat this 14th day of August, 2023.

Barbara Tague
Chairman

I, Teneisha Hudspeth, Clerk of the County Court of Harris County, do hereby certify that the within instrument with its certificate of authentication were filed for registration in my office on August 21, 2023 at 10:13 o'clock A.M., and duly recorded on August 21, 2023 at 3:27 o'clock P.M., and in Film Code Number 709839 of the Map Records of Harris County for said County.

Witness my hand and seal of office of Houston, the day and date last above written.

Teneisha Hudspeth
Clerk of the County Court
Harris County, Texas
By: Christiana Orna
Deputy



Certificate of Engineer or Surveyor:

I, Taren Hanks, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature, and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than three-quarter inch and a length of not less than three feet; and that the plat boundary corners have been tied to the nearest survey corner.

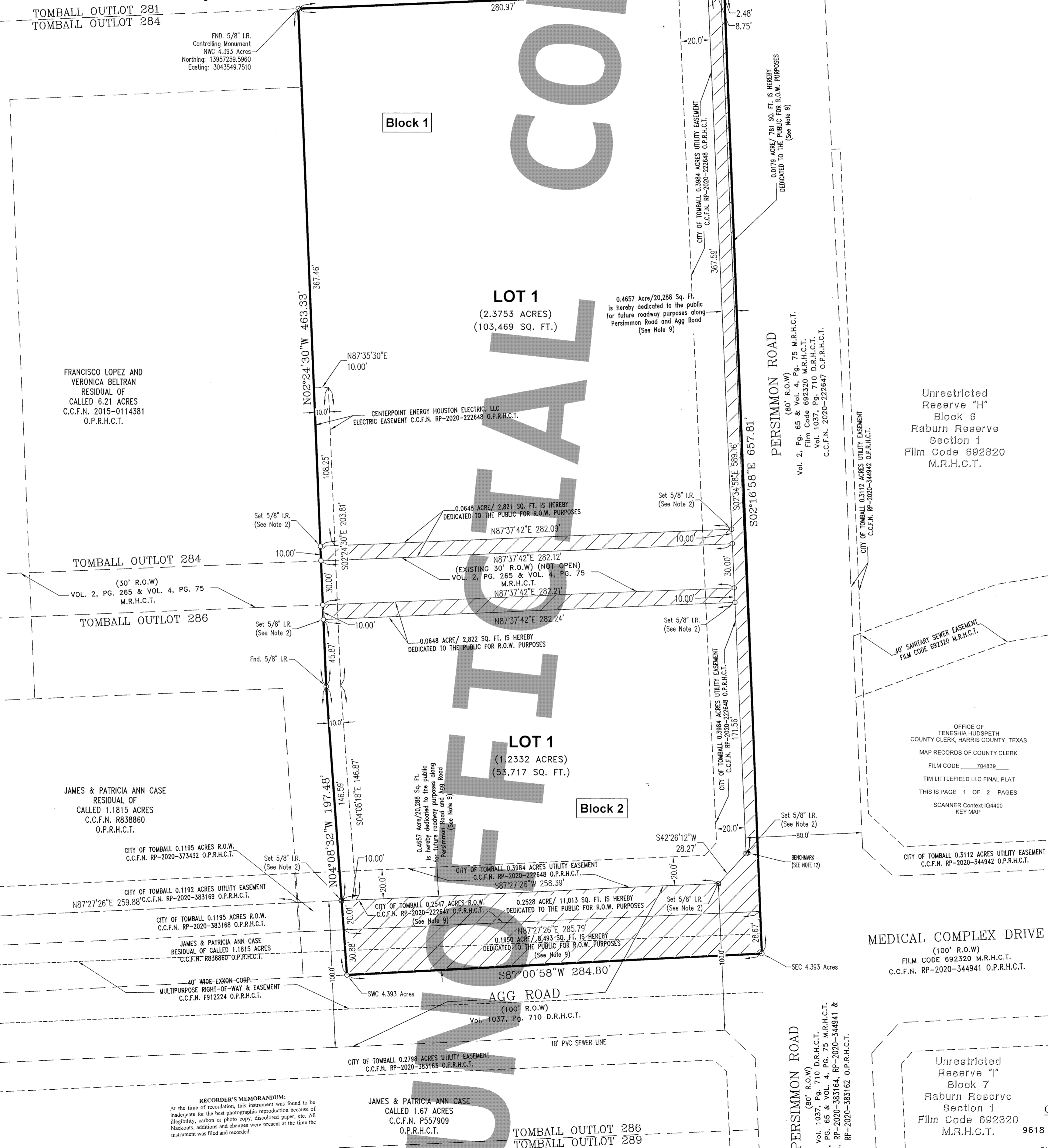
Taren Hanks
Texas Registration Number 6787



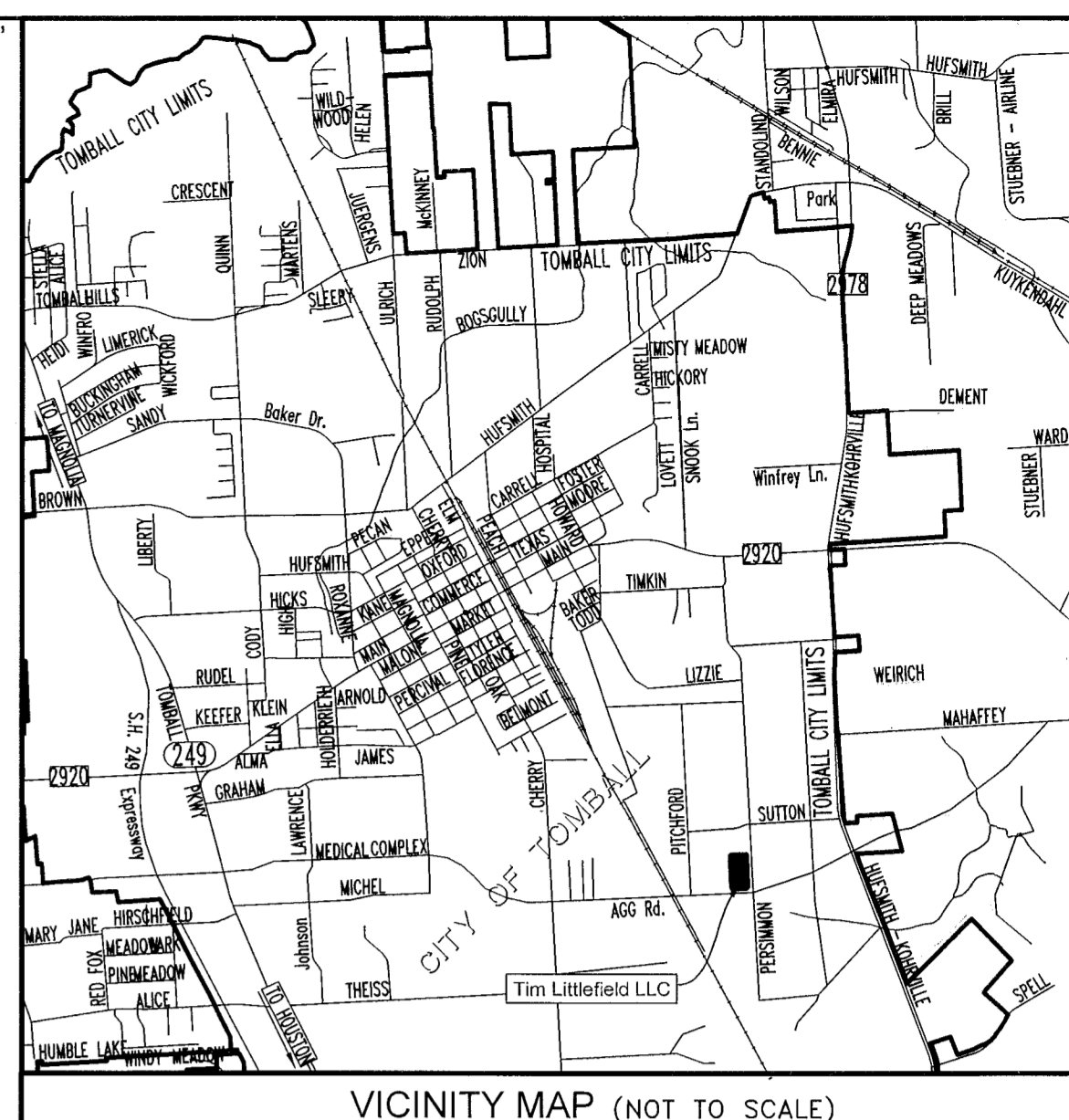
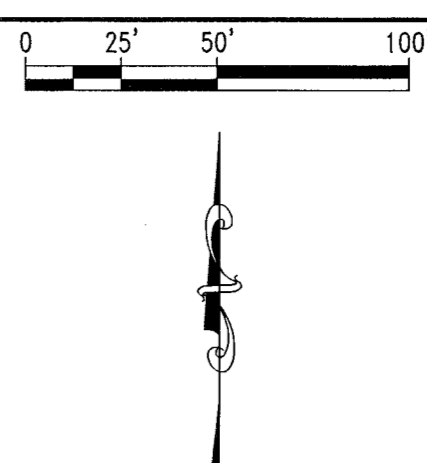
MENDOZA HOME BUILDERS, LLC
TOMBALL OUTLOT 281
CALLED 5.006 ACRES
C.C.F.N. RP-2020-189624
O.P.R.H.C.T.

FND, 5/8" I.R.
Controlling Monument:
NWC 4.393 Acres
Northing: 13957259.5960
Easting: 3043549.7510

POINT OF BEGINNING
FND, 5/8" I.R.
Controlling Monument
SEC Outlot 281
NE1/4 Outlot 284
NE4 4.393 Acres
Northing: 13957271.6690
Easting: 3043549.7730



RP-2023-317893
8/21/2023 HCC/PRP1 60.00
FILED
8/21/2023 10:13 AM
County Clerk



- General Notes:
1) Public Easements: Public easements denoted on this plat are hereby dedicated to the public forever. Any public utility, including the City of Tomball, shall have the right at all times, of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity of any time of procuring the permission of the property owner.
2) 5/8" iron rods with survey cap marked "Jeff Moon R.P.L.S. 4639" set at all corners unless otherwise noted.
3) Flood Information: According to FEMA Firm Panel No.48201C0230L (Effective Date: June 18, 2007), this property is in Zone "X" and is not in the 0.2% Annual Chance Flood Plain.
4) All oil/gas pipelines or pipeline easements with ownership through the subdivision have been shown.
5) All oil/gas wells with ownership (plugged, abandoned, and/or active) through the subdivision have been shown.
6) No building or structure shall be constructed across any pipelines, building lines, and/or easements. Building setback lines will be required adjacent to oil/gas pipelines. The setbacks at a minimum should be 15 feet off centerline of low pressure gas lines, and 30 feet off centerline of high pressure gas lines.
7) This plat does not attempt to amend or remove any valid covenants or restrictions.
8) A ten foot wide City of Tomball utility easement is hereby dedicated to this plat and is centered on the gas main extension from the City of Tomball right-of-way of City of Tomball utility easement up to and around the gas meter.
9) 0.2528 acres out of called 0.2547 Acre tract owned by the City of Tomball is hereby dedicated to the public for public right-of-way purposes and 0.2129 acre out of the Tim Littlefield, LLC tract called 4.393 acres is hereby dedicated to the public for public right-of-way purposes, equaling a total of 0.4657 Acre (20,288 Square Feet) is hereby dedicated to the public for right-of-way purposes.
10) All bearings and coordinates shown hereon are based upon the Texas State Plane Coordinate System, NAD 83, Texas South Central Zone (2002 ADJ) (FIPS 4204). All coordinates are grid and can be adjusted to surface by applying a combined scale factor of 0.99994488821. All distances shown hereon are ground measurements.
11) Elevations are based upon GPS Observations, and are adjusted to TSARP RM 100380, NAVD '88 2001 Adj., GEOID99, elevation 172.89
12) The Benchmark set on this tract of land is 3 inch Brass Disk in concrete near the upper Southeast corner of Lot 1 Block 2 shown hereon. Elevation is 170.16". (See Note 11)
13) Property Subject to easement granted to Humble Oil & Refining Company, a Texas corporation to lay, maintain, operate, replace, change and remove any and all pipe lines for the transportation of oil, gas and/or water and/or their products recorded under Volume 1088, Page 185 of the Deed Records of Harris County, Texas. (Easement cannot be located)
14) Standard Abbreviations:
B.L. Building Line
C.O.T.U.E. City of Tomball Utility Easement
D.L. Drainage Easement
R.O.W. Right-of-Way
C.C.F.N. County Clerk's File Number
D.R.H.C.T. Deed Records of Harris County, Texas
D.R.H.C.T. Map Records of Harris County, Texas
O.P.R.P.H.C.T. Official Public Records Real Property of Harris County, Texas

Unrestricted Reserve "H" Block 8 Raburn Reserve Section 1 Film Code 892320 M.R.H.C.T.

OFFICE OF TENESHA HUDSPETH COUNTY CLERK, HARRIS COUNTY, TEXAS MAP RECORDS OF COUNTY CLERK FILM CODE 704839 TIM LITTLEFIELD LLC FINAL PLAT THIS IS PAGE 1 OF 2 PAGES SCANNER CONTACT 104400 KEY MAP

FINAL PLAT
TIM LITTLEFIELD LLC
BEING A COMMERCIAL SUBDIVISION OF 4.2038 ACRES OF LAND IN THE JESSE PRUITT SURVEY, A - 629 HARRIS COUNTY, TEXAS,

BEING A PARTIAL REPLAT OF LOT 284 AND 286, OF TOMBALL OUTLOTS AS RECORDED IN VOLUME 2, PAGE 65 AND IN CORRECTED MAP RECORDED IN VOLUME 4, PAGE 75 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS,

REASON FOR REPLAT: TO REPLAT A PORTION OF LOT 284 INTO 1 LOT IN 1 BLOCK AND TO REPLAT A PORTION OF LOT 286 INTO 1 LOT IN 1 BLOCK

CONTAINING: 2 LOTS IN 2 BLOCK (3.6085 ACRES/157,186 SQ. FT)

JULY 2023

JEFFREY MOON & ASSOCIATES, INC.

LAND SURVEYORS
www.moonsurveying.com
TPBELS FIRM NO. 10112200
P.O. Box 2501 Conroe Texas 77305
PHONE: (281) 723-7344
FAX: (936)756-5281

OWNER/DEVELOPER
TIM LITTLEFIELD, LLC.
9618 KIRKSTONE TERRACE DRIVE
SPRING, TEXAS 77379
PHONE: (281) 723-7344
TIM@LITTLEFIELDBROTHERS.COM

Unrestricted Reserve "J" Block 7 Raburn Reserve Section 1 Film Code 892320 M.R.H.C.T.

PERSIMMON ROAD (60' R.O.W.) Vol. 1037, Pg. 710 D.R.H.C.T. C.C.F.N. RP-2020-383164, RP-2020-344941 & RP-2020-383162 O.P.R.H.C.T.

JAMES & PATRICIA ANN CASE CALLED 1.67 ACRES C.C.F.N. P557909 O.P.R.H.C.T.

TOMBALL OUTLOT 286
TOMBALL OUTLOT 289

RECORDER'S MEMORANDUM: At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo copy, discolored paper, etc. All blankets, additions and changes were present at the time the instrument was filed and recorded.

TAX CERTIFICATE FOR ACCOUNT: 0352880000435
 AD NUMBER: 0352880000435
 GF NUMBER:
 CERTIFICATE NO: 2867304
COLLECTING AGENCY
 Kristi Williams
 PO Box 276
 Tomball TX 77377-0276

DATE: 7/20/2023
 FEE: \$10.00
PROPERTY DESCRIPTION
 TRS 284D 284E & 286 TOMBALL OU
 TLOTS

PAGE 1 OF 1

REQUESTED BY
 TIM LITTLEFIELD LLC
 15925 FM 3083 6
 CONROE TX 77301


PROPERTY OWNER
 TIM LITTLEFIELD LLC
 15925 FM 3083 6
 CONROE TX 77301

THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE TOMBALL ISD TAX ASSESSOR-COLLECTOR REFLECT THE TAX, INTEREST, AND OTHER STATUTORY FEES THAT HAVE BEEN ASSESSED AND ARE NOW DUE TO THE TAXING ENTITIES AND FOR THE YEARS SET OUT BELOW FOR THE DESCRIBED PROPERTY HEREIN. THE TAX ASSESSOR-COLLECTOR MAKES NO CERTIFICATION AS TO THE AMOUNT OF TAX, PENALTY, INTEREST, OR OTHER FEES ASSESSED BY OR DUE ANY TAXING ENTITY FOR THE YEAR OR YEARS FOR WHICH THE TAX ASSESSOR-COLLECTOR DID NOT HAVE THE STATUTORY DUTY TO COLLECT OR KEEP RECORDS OF SUCH COLLECTION. ADDITIONAL TAXES MAY BECOME DUE ON THE DESCRIBED PROPERTY, WHICH ARE NOT REFLECTED HEREIN, IF THE SAID DESCRIBED PROPERTY HAS OR IS RECEIVING ANY SPECIAL STATUTORY VALUATIONS THAT MAY TRIGGER TAX ROLLBACK PROVISIONS. THIS CERTIFICATE APPLIES TO ADVALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVIES.

CURRENT VALUES			
LAND MKT VALUE:	430,558	IMPROVEMENT:	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	430,558	LIMITED VALUE:	0
EXEMPTIONS: LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2022	TOMBALL I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
2022 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 7/2023: \$ 0.00
 ISSUED TO: TIM LITTLEFIELD LLC
 ACCOUNT NUMBER: 0352880000435

CERTIFIED BY: 

OFFICE OF
 TENESHA HUDSPETH
 COUNTY CLERK, HARRIS COUNTY, TEXAS
 MAP RECORDS OF COUNTY CLERK
 FILM CODE 704840
 TIM LITTLEFIELD LLC FINAL PLAT
 THIS IS PAGE 2 OF 2 PAGES
 SCANNER Context IQ4400

This is a statement from the Tax Collector of Tomball I.S.D., indicating that the taxes to be imposed by Tomball Independent School District for the 2023 tax year have not been calculated as of the above date.

ANN HARRIS BENNETT
 TAX ASSESSOR-COLLECTOR
 P.O. BOX 3547
 HOUSTON, TEXAS 77253-3547



Date Printed: Thursday, July 20, 2023
 Account Number
 035-288-000-0435

2022 Property Tax Receipt

Certified Owner
 TIM LITTLEFIELD LLC
 15925 FM 3083 6
 CONROE TX 77301

Legal Description
 TRS 284D 284E & 286
 TOMBALL OUTLOTS
 4.3930 AC

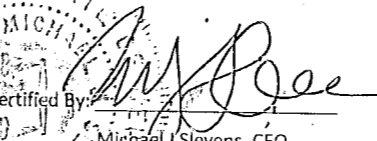
Deposit No: 202212081024
 Validation No: 1050
 Operator Code: LSTEAGAL
 Remit Seq No: 85733291

Receipt Date: Thursday, December 8, 2022
 Deposit Date: Thursday, December 8, 2022
 Parcel Address: PERSIMMON 77375
 Legal Acres: 4.3930 AC

Tax Unit	Tax Rate	Levy	Penalties & Interest	Coll. Fee	Total
Harris County	0.343730	\$1479.96	\$0.00	\$0.00	\$1479.96
Harris County Flood Control Dist	0.030550	\$131.54	\$0.00	\$0.00	\$131.54
Port of Houston Authority	0.007990	\$34.40	\$0.00	\$0.00	\$34.40
Harris County Hospital District	0.148310	\$638.56	\$0.00	\$0.00	\$638.56
Harris County Dept. of Education	0.004900	\$21.10	\$0.00	\$0.00	\$21.10
Lone Star College System	0.107800	\$464.14	\$0.00	\$0.00	\$464.14
City of Tomball	0.287248	\$1236.77	\$0.00	\$0.00	\$1236.77
Emergency Service Dist #8 (EMS)	0.093561	\$402.83	\$0.00	\$0.00	\$402.83
Overpay	0.000000	\$0.00	\$0.00	\$0.00	\$0.13
Total Paid:		\$4,409.30	\$0.00	\$0.00	\$4,409.43

This is to certify the ad valorem records of the Harris County tax assessor reflects that the taxes and fees are paid and current on the aforementioned property above. At the time of the request, Tax Recourse, LLC, has verified that all taxes due are paid and no other payments are due as of July 20, 2023.

TOTAL CERTIFIED TAX DUE 7/20/23: \$0.00
 Issued to: Tim Littlefield, LLC - Property Owner of Record
 Account number: 0352880000435

Certified By: 
 Michael J. Stevens, CEO
 Tax Recourse, LLC

Tax Recourse, LLC is an independent company that verifies, appeals and litigates property taxes for individual's and corporations across the United States.

UNOFFICIAL COPY

City Council Meeting Agenda Item Data Sheet

Meeting Date: May 4, 2026

Topic:

Approve Minutes of April 20, 2026, Regular City Council meeting.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

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

Shannon Bennett, Assistant City
Secretary

FUNDING (IF APPLICABLE)

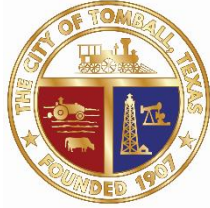
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

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



**Monday, April 20, 2026
6:30 P.M.**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for April 20, 2026, 6:30 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

A. Mayor L. Klein Quinn called the meeting to order at 6:37 P.M.

PRESENT:

Mayor Lori Klein Quinn
Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington
Council 5 Randy Parr

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
Police Chief – Jeffery Bert
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
Project Manager - Meagan Mageo
Special Project Director - Luisa Taylor
Police Officer – Matthew Maglitto

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.]

- John Adams, Tomball, Texas expressed his concerns regarding public sidewalks and better infrastructure.
- Scott Moore Jr., Tomball, Texas expressed his concerns regarding the intersection of Main Street and Cherry Street.
- Kristen Heck, Tomball, Texas shared her concerns about how the Council treats the citizens it serves.
- Earl Detwiler, Tomball, Texas expressed his concerns of safety issues related to motorized minibikes.
- Colleen Pye, Tomball, Texas expressed her concerns regarding the intersection of Pine and Cherry Street.

C. Invocation led by Pastor Brandon Guindon, Real Life Ministries

D. Pledges to U.S. and Texas Flags led by Public Works Director Drew Huffman

E. Presentations

1. Shelly deZevallos, a congressional candidate for Texas's 38th District, will introduce herself to the City Council as a prospective representative for the Tomball area.

F. Reports and Announcements

1. Announcements

I. Upcoming events:

- April 20-24, 2026 – Spring Cleanup Week will take place from 8:00 a.m. – 4:00 p.m., except Friday, when it ends at 3:00 p.m., and Saturday from 9:00 a.m. – 1:00 p.m., at the old City landfill (1200 Rudolph Rd.).
- April 25, 2026 – Recycling Day from 9:00 a.m. – 1:00 p.m. at Lone Star College-Tomball (South entrance)
- April 25, 2026 – Rails & Tails Mudbug Festival from 11:00 a.m. – 5:00 p.m. at Tomball Depot Plaza
- April 28, 2026 – Blood Drive from 10:00 a.m. – 2:00 p.m. at Fire Station #1

- May 2, 2026 – Tomball Prays Together from 10:00 – 11:00 a.m. at Tomball Depot Gazebo
 - May 9, 2026 – 2nd Saturday from 5:00 – 9:00 p.m. at Tomball Depot Plaza
2. Reports by City staff and members of council about items of community interest on which no action will be taken:
- G. Old 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. Consideration of and action on Second Reading - Ordinance No. 2026-09, Repealing and Replacing Article I In General, Article II City Council Division 1, and Article III Division 5 Code of Ethics of Chapter 2, Administration, of the Code of Ordinances, Designated; Providing for Severability, Making Findings of Fact; Providing for Penalty Clauses; and Providing for Other Related Matters.
- Motion made by Council 4 Covington, Seconded by Council 2 Garcia to adopt Ordinance No. 2026-09.
- Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr
- Motion carried unanimously.
- H. New Business
1. Approve Minutes of April 6, 2026, Workshop/Regular City Council meeting.
- Motion made by Council 5 Parr, Seconded by Council 1 Ford to approve the minutes of April 6, 2026, Workshop/Regular City Council meeting.
- Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr
- Motion carried unanimously.
2. Approve Resolution 2026-20, a Resolution of the City Council of the City of Tomball, Texas, Designating the Chief of Police as the Authorized

Official/Program Director of the City for Grants for the Motor Vehicle Crime Prevention Authority Auxiliary Grant Program and Execute the Necessary Documents, and Designating the Finance Director as the Finance Officer for the Motor Vehicle Crime Prevention Authority Auxiliary Grant.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr to approve Resolution 2026-20.

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

Motion carried unanimously.

3. Conduct a public hearing and consideration to approve a request by Tim Littlefield LLC to abandon of an unimproved street right-of-way between Lot 1 Block 1 of Tim Littlefield LLC and Lot 1 Block 2 of Tim Littlefield LLC, being 0.324 acres of land situated in the Jessie Pruitt Survey A-629, and in the Tim Littlefield LLC plat as recorded in file 704839 of the map records of Harris County, Texas.

Mayor Lori Klein Quinn opened the Public Hearing at 7:17 p.m.

Mayor Lori Klein Quinn closed the Public Hearing at 7:18 p.m.

Adopt, on First Reading, Ordinance No. 2026-08, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer requires the continued existence of an unimproved street right-of-way between Lot 1 Block 1 of Tim Littlefield LLC and Lot 1 Block 2 of Tim Littlefield LLC, being 0.324 acres of land situated in the Jessie Pruitt Survey A-629, and in the Tim Littlefield LLC plat as recorded in file 704839 of the map records of Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved street right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the City's interest in said unimproved street right-of-way; and containing other provisions relating to the subject.

Motion made by Council 1 Ford, Seconded by Council 2 Garcia to adopt Ordinance 2026-08, First Reading.

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

Motion carried unanimously.

4. Approve an agreement with Environmental Designs, Inc. for tree growing and planting for the streetscape improvement project along Main Street/FM 2920 for a total purchase amount not-to-exceed \$1,549,702 (RFP No. 2026-06), 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 budget.

Motion made by Council 3 Dunagin, Seconded by Council 4 Covington to approve the agreement with Environmental Designs, Inc.

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

Motion carried unanimously.

5. Approve a services agreement renewal with Evolve Power Generation for generator preventive maintenance and repairs through a Choice Partners cooperative purchasing contract (Contract No. 17-020CG-04) for a not-to-exceed amount of \$105,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 budget and will be allocated in the fiscal year 2026-2027 budget.

Motion made by Council 5 Parr, Seconded by Council 4 Covington to approve the agreement renewal with Evolve Power Generation.

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

Motion carried unanimously.

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

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session.
- Sec. 551.072 – Deliberations regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- Executive Session Started at 7:28 P.M.
- Executive Session Ended at 8:03 P.M.

I. Adjournment Mayor Lori Klein Quinn adjourned the meeting at 8:03 P.M.

PASSED AND APPROVED on this 4th day of May 2026.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

Regular City Council Agenda Item Data Sheet

Meeting Date: May 4, 2026

Topic:

Consideration of and action on Resolution No. 2026-23, a Resolution of the City Council of the City of Tomball, Texas, releasing certain property from the City’s Extraterritorial Jurisdiction pursuant to Chapter 42, Subchapter D, of the Texas Local Government Code; providing findings; describing the property released; directing notice and filing; and providing for related matters.

Background:

On April 20, 2026, the City received a Petition to Release Property from the Extraterritorial Jurisdiction (ETJ) submitted by Michele Beauvais, owner of approximately 21.82 acres located at 22525 Park Road, Tomball, Texas 77377 (HCAD Account No. 0421810000010). The petition is filed under Texas Local Government Code Chapter 42, Subchapter D, which authorizes landowners to request release from a municipality’s ETJ. The petition states that the property is within Tomball’s ETJ and is “more accurately described by metes and bounds on Exhibit ‘A’ and aerial map attached as Exhibit ‘B’.”

The Petitioner affirms that she is the majority owner of the land within the described area, as reflected in Harris County Appraisal District records. The packet includes a notarized verification signed on April 20, 2026, confirming that all statements in the petition are true and correct. Supporting materials include detailed survey documents, metes-and-bounds descriptions, and HCAD valuation data.

The petition formally requests that the City “immediately release the Area from the municipality’s extraterritorial jurisdiction in accordance with Tex. Loc. Gov’t Code § 42.105(c).” Under § 42.105(d), if the City does not act within the statutory deadline, the property is automatically released by operation of law. This agenda item seeks Council acknowledgment of the petition and direction regarding the City’s response within the required timeframe.

Origination: City Secretary’s Office

Recommendation: Approval of Resolution No. 2026-23 releasing the property located at 22525 Park Road from the ETJ.

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

FUNDING (IF APPLICABLE)

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

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

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

**CITY OF TOMBALL, TEXAS
RESOLUTION NO. 2026-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS,
RELEASING CERTAIN PROPERTY FROM THE CITY'S EXTRATERRITORIAL
JURISDICTION PURSUANT TO CHAPTER 42, SUBCHAPTER D, OF THE TEXAS
LOCAL GOVERNMENT CODE; PROVIDING FINDINGS; DESCRIBING THE
PROPERTY RELEASED; DIRECTING NOTICE AND FILING; AND PROVIDING
FOR RELATED MATTERS**

WHEREAS, the City of Tomball, Texas (the "City") is a home-rule municipality duly incorporated and operating under the laws of the State of Texas; and

WHEREAS, Chapter 42 of the Texas Local Government Code governs the extraterritorial jurisdiction ("ETJ") of municipalities in the State of Texas; and

WHEREAS, the property located at 22525 Park Road, Tomball, Harris County, Texas 77377, identified by Harris County Appraisal District Account No. 0421810000010, and legally described as TRS 3A & 4A & TR 7B-1B (HOMESITE 0421810000194), ABST 34 J HOUSE ABST 311 C GOODRICH, comprising approximately 21.8227 acres as more particularly described by the metes and bounds and aerial map attached hereto as Exhibits A and B (the "Property"), is located within the ETJ of the City; and

WHEREAS, Michele M. Beauvais ("Petitioner") is the owner of record of the Property as reflected in the tax rolls of the Harris County Appraisal District; and

WHEREAS, on April 20, 2026, Petitioner filed a Petition to Release Property from Extraterritorial Jurisdiction (the "Petition") with the City Secretary of the City of Tomball pursuant to Chapter 42, Subchapter D, Section 42.105 of the Texas Local Government Code; and

WHEREAS, the Petition was duly executed and verified before a notary public in accordance with applicable law, and includes a metes and bounds description and aerial map of the Property as required; and

WHEREAS, Petitioner, as the owner of record and sole holder of title to the Property, represents a majority in value of the holders of title of land in the area proposed for release, as indicated by the tax rolls of the Harris County Appraisal District; and

WHEREAS, Section 42.105(c) of the Texas Local Government Code requires the City to take action to release the Property from its ETJ within the time prescribed by statute following receipt of a valid petition and if it does not, the property is released from the ETJ by operation of law; and

WHEREAS, the City Council has reviewed the Petition and all supporting documentation and finds that the Petition satisfies the requirements of Chapter 42, Subchapter D, Texas Local Government Code, and that release of the Property from the City's ETJ is appropriate and required by law;

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

SECTION 1. RELEASE FROM EXTRATERRITORIAL JURISDICTION

The City Council of the City of Tomball, Texas, hereby releases the following described property from the City's extraterritorial jurisdiction, effective upon the passage and approval of this Resolution:

22525 Park Road, Tomball, Harris County, Texas 77377
Harris County Appraisal District Account No. 0421810000010

Legal Description: TRS 3A & 4A & TR 7B-1B (HOMESITE 0421810000194), ABST 34 J
HOUSE ABST 311 C GOODRICH, Harris County, Texas

comprising approximately 21.8227 acres, as more particularly described by the metes and bounds descriptions and aerial map attached hereto as Exhibit A (Metes and Bounds) and Exhibit B (Aerial Map) and incorporated herein for all purposes (the "Property").

SECTION 2. AUTHORITY AND LEGAL EFFECT

This release is made pursuant to Chapter 42, Subchapter D, Section 42.105 of the Texas Local Government Code, and in response to the Petition filed by Michele M. Beauvais on April 20, 2026. Effective upon the date of this Resolution, the Property shall no longer be subject to the extraterritorial jurisdiction of the City of Tomball, Texas. The City shall have no authority over the Property by virtue of any ETJ designation, and no ordinances, regulations, or other measures applicable to the City's ETJ shall apply to the Property on account of such designation.

SECTION 3. NOTICE AND FILING

The City Secretary or designee is hereby authorized and directed to:

- (a) Provide written notice of the adoption of this Resolution and the release of the Property from the City's ETJ to the Petitioner, Michele M. Beauvais;
- (b) File a certified copy of this Resolution with the Harris County Clerk; and
- (c) Update the City's official ETJ boundary maps and records to reflect the release of the Property.

SECTION 4. SEVERABILITY

If any provision of this Resolution or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end all provisions of this Resolution are declared severable.

SECTION 5. EFFECTIVE DATE

This Resolution shall take effect immediately upon passage and approval by the City Council of the City of Tomball, Texas, this the ___ day of _____, 2026.

PASSED AND APPROVED by the City Council of the City of Tomball, Texas.

Lori Klein Quinn, Mayor
City of Tomball, Texas

ATTEST:

Thomas Harris III, TRMC
City Secretary, City of Tomball, Texas

EXHIBIT A

METES AND BOUNDS DESCRIPTIONS

[Attach metes and bounds descriptions from EIC Surveying Company, comprising the 11.6203-acre tract and the 10.2024-acre tract, as contained in Exhibits A and B of the Petition filed April 20, 2026]

EXHIBIT B
AERIAL MAP

[Attach aerial map prepared by Plateau Land & Wildlife Management depicting the approximately 21.8227-acre property boundary, as contained in the Petition filed April 20, 2026]

RECEIVED
BY: DW DATE: 4/20/26

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

PETITION TO RELEASE PROPERTY FROM EXTRATERRITORIAL JURISDICTION

Pursuant to Chapter 42, Subchapter D of the Texas Local Government Code, Michele Beauvais ("Owner") files this Petition to Release Property from Extraterritorial Jurisdiction, and certifies the following:

A. Owner is the owner of the property located at 22525 Park Rd, Tomball, Texas 77377, Account No. 042181000010, and legally described as:

TRS 3A & 4A & TR 7B-1B (HOMESITE 0421810000194),
ABST 34 J HOUSE ABST 311 C GOODRICH

(herein referred to as the "Property" or "Area"), as more accurately described by metes and bounds on Exhibit "A" and aerial map attached as Exhibit "B".

B. The Property is located in an area of the extraterritorial jurisdiction of the City of Tomball, Texas.

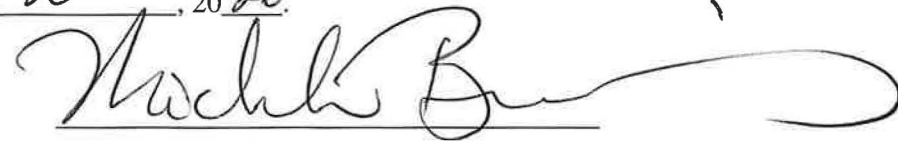
C. Owner represents a majority in value of the holders of title of land in the Area, as indicated by the tax rolls of the Harris County Appraisal District.

D. Owner requests that the City of Tomball, Texas immediately release the Area from the municipality's extraterritorial jurisdiction in accordance with Tex. Loc. Gov't Code § 42.105(c).

E. Pursuant to Tex. Loc. Gov't Code § 42.105(d), if the City of Tomball fails to take action to release the Area within statutory deadlines, the Area is released by operation of law.

IN WITNESS WHEREOF, Owner has executed this Petition as of

4/20, 2026.



Michele Beauvais

[SIGNATURE AND VERIFICATION ON NEXT PAGE]

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS


VERIFICATION

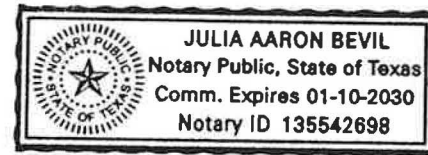
BEFORE ME, the undersigned authority, on this day personally appeared Michele Beauvais, who, being by me duly sworn, upon oath stated that she is the Owner of the Property described herein, and that all statements contained in this Petition are true and correct.



Michele Beauvais

SUBSCRIBED AND SWORN TO before me on this 20 day of April, 2026


Notary Public, State of Texas
My Commission Expires: 01-10-2030







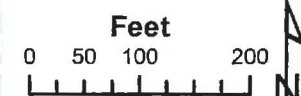
Michele M Beauvais
 +/- 21.8227 Acres - Harris County

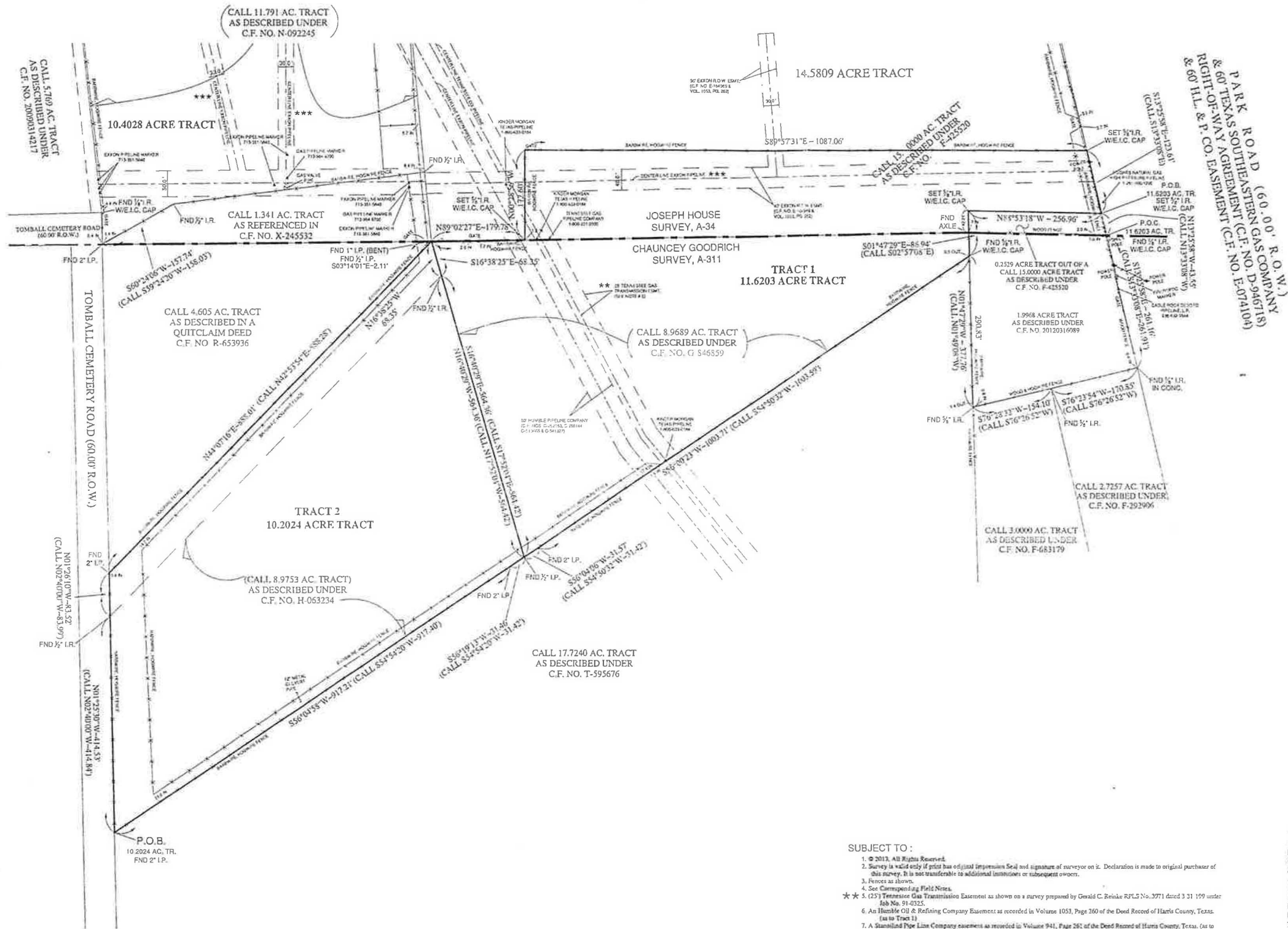


 Bird Feeder's
 WATER

 Property Boundary

 Brush pile sm. Animal/Bird
 Salt/Mineral Blocks
 OR Free Feed minerals





PARK ROAD (60.00' R.O.W.)
 & 60' TEXAS SOUTHEASTERN GAS COMPANY
 RIGHT-OF-WAY AGREEMENT (C.F. NO. E-074104)
 & 60' H.L. & P. CO. EASEMENT (C.F. NO. E-074104)

PARK
Road

★ 10.2024 ACRE TRACT
 11.6203 ACRE TRACT

- SUBJECT TO:**
1. © 2013, All Rights Reserved.
 2. Survey is valid only if prior bar of original impression seal and signature of surveyor on it. Declaration is made to original purchaser of this survey. It is not transferable to additional purchasers or subsequent owners.
 3. Fences as shown.
 4. See Corresponding Field Notes.
 - ★ 5. (25') Tennessee Gas Transmission Easement as shown on a survey prepared by Gerald C. Reznick RPLS No. 3971 dated 3/31/199 under Job No. 91-0325.
 6. An Humble Oil & Refining Company easement as recorded in Volume 1053, Page 260 of the Deed Record of Harris County, Texas. (as to Tract 1)
 7. A Standard Pipe Line Company easement as recorded in Volume 941, Page 262 of the Deed Record of Harris County, Texas. (as to Tract 1) (Blanket Easement - No location given.)
 8. A Magnolia Pipe Line Company easement as recorded in Volume 953, Page 312 of the Deed Record of Harris County, Texas. (as to Tract 1) (Blanket Easement - No location given.)
 9. A Southern Union Production Company easement as recorded in Volume 1103, Page 433 of the Deed Record of Harris County, Texas. (as to Tract 1) (Blanket Easement - No location given.)
 - ★ ★ 10. Exxon Pipeline Right-of-Way Easement as shown on a survey prepared by Gerald C. Reznick RPLS No. 3971 dated 5-31-1991 under Job No. 91-0325.
 11. A Tennessee Gas Transmission Company easement as recorded in Volume 1975, Page 103 and corrected by instrument recorded in Volume 1979, Page 526 of the Deed Records of Harris County, Texas. (as to Tracts 1 & 2) (Blanket Easement - No location given.)
 12. A Tennessee Gas Transmission Company easement as recorded in Volume 1983, Page 42 of the Deed Records of Harris County, Texas. (as to Tract 1). (Blanket Easement - No location given.)

This Property Lies in Zone "X"
 Outside the 100 Year Flood Plain
 Per Graphic Scaling according to
 Community Panel No. 4802870210L
 having an effective date 05-18-2007
 Job No.: 12-250-05
 Date: 05/01/2012
 Drawn By: MP
 Revised: 01-03-2013 job no.
 12-642-12 to update drawing

Purchaser: AVEN ROY McBRIDE
 Address: - 0 - PARK ROAD
 Tract: Block Section
 Survey: JOSEPH HOUSE & CHAUNCEY GOODRICH A-34 & 311
 Area: *
 Subdivision: MP
 Clerk's File No. _____
 HARRIS County, Texas

I, **Craig A. Laney**, a Registered Professional Land Surveyor in the State of Texas, RPLS No. **4507**, do hereby certify to **ALAMO TITLE COMPANY** and **Purchaser(s)** that based upon information provided by said Title Company under G.F. No. **ATH-16 ATH12027858M** that this survey was this day made under my supervision on the ground of the above described property and the above plat or drawing reflects the findings on the ground of this property at this time. I have shown or noted all easements reflected in said Title Company's report. This Survey conforms to the minimum standards of practice as approved by the Texas Board of Professional Land Surveying Effective September 1, 1992, Last revision 06-2006.

COPY ONLY
 TO BE USED FOR
 INFORMATIONAL
 PURPOSES ONLY
 NOT A CERTIFIED
 COPY WITHOUT
 ORIGINAL SEAL
 AND SIGNATURE

The basis of bearing is **S13°48'24"E along the West right-of-way line of Park Road** per Clerk's File No. N-073604.

EIC SURVEYING COMPANY

12345 Jones Road, Suite 270
Houston, TX 77070
281-955-2772 • Fax 281-955-6678
www.eicsurveying.com • eic@eicsurveying.com

All that certain tract or parcel containing 11.6203 acres of land being comprised of a portion of that certain call 8.9689 acre tract of land situated in the Chauncey Goodrich Survey, A-311, and a portion of that certain call 15.0000 acre tract of land situated in the Joseph House Survey, A-34, both in Harris County, Texas, said 8.9689 acre tract being that same tract of land as described in a deed filed for record under Harris County Clerk's File No. G-846859, said 15.0000 acre tract being that same tract of land as described in a deed filed for record under Harris County Clerk's File No. F-425520, said 11.6203 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with E.I.C. cap (found) in the West right-of-way line of Park Road, (60.00 feet in width), marking the Northeast corner of that certain call 2.000 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. H-038799 and the Southeast corner of said 15.0000 acre tract of land;

THENCE N 13°25'58" W, (call N 13°33'08" W), a distance of 43.55 feet along the West right-of-way line of said Park Road to a 5/8" iron rod with E.I.C. cap (set) in the East line of said 15.0000 acre tract of land marking the Easterly-Southeast corner and POINT OF BEGINNING of the herein described 11.6203 acre tract of land;

THENCE N 88°53'18" W, a distance of 256.96 feet to a 5/8" iron rod with E.I.C. cap (set) marking an interior corner of the herein described 11.6203 acre tract of land;

THENCE S 01°47'29" E, (call S 02°57'08" E), passing at 42.21 feet an axle (found) in the South line of said 15.0000 acre tract of land marking the Northwest corner of said 2.000 acre tract of land and the Northeast corner of said 8.9689 acre tract of land, a total distance of 86.94 feet to a 5/8" iron rod with E.I.C. cap (found) marking the Northeast corner of that certain call 17.7240 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. T-595676 and the Southeast corner of said 8.9689 acre tract of land and the Southerly-Southeast corner of the herein described 11.6203 acre tract of land;

THENCE S 56°00'23" W, a distance of 1,003.71 feet, (call S 54°50'32" W, 1,003.59 feet), along the common line of said 17.7240 acre and said 8.9689 acre tracts of land to a 2" iron pipe (found) for angle point;

THENCE S 56°04'06" W, a distance of 31.57 feet, (call S 54°50'32" W, 31.42 feet), along the common line of said 17.7240 acre and said 8.9689 acre tracts of land to a 1/2" iron pipe (found) marking the Southeast corner of that certain call 8.9753 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. H-063234, the Southerly-Southwest corner of said 8.9689 acre tract of land, and the Southwest corner of the herein described 11.6203 acre tract of land;

THENCE N 16°40'29" W, a distance of 564.36 feet, (call N 17°52'04" W, 564.42 feet), along the common line of said 8.9753 acre and said 8.9689 acre tracts of land to a 1/2" iron rod (found) for angle point marking the Northeast corner of said 8.9753 acre tract of land and an interior corner of said 8.9689 acre tract of land;

THENCE N 16°38'25" W, a distance of 68.35 feet to a 1" iron pipe (found bent) marking the Southeast corner of that certain call 1.341 acre tract of land as referenced in a deed filed for record under Harris County Clerk's File No. X-245532, the Northeast corner of that certain call 4.605 acre tract of land as described in a Quitclaim Deed filed for record under Harris County Clerk's File No. R-653936, the Northerly-Northwest corner of said 8.9689 acre tract of land the Southwest corner of said 15.0000 acre tract of land, and the Westerly-Northwest corner of the herein described 11.6203 acre tract of land, from which point a 1/2" iron pipe (found) bears S 03°14'01" E, 2.11 feet;

THENCE N 89°02'27" E, a distance of 179.78 feet along the common line of said 15.0000 acre and said 8.9689 acre tracts of land to a 5/8" iron rod with E.I.C. cap (set) marking an interior corner of the herein described 11.6203 acre tract of land;

THENCE N 00°28'56" W, a distance of 172.60 feet to a 5/8" iron rod with E.I.C. cap (set) marking the Northerly-Northwest corner of the herein described 11.6203 acre tract of land;

THENCE S 89°57'31" E, a distance of 1,087.06 feet to a 5/8" iron rod with E.I.C. cap (set) in the West right-of-way line of said Park Road and in the East line of said 15.0000 acre tract of land marking the Northeast corner of the herein described 11.6203 acre tract of land;

THENCE S 13°25'58" E, (call S 13°33'08" E), a distance of 123.61 feet along the West right-of-way line of said Park Road to the POINT OF BEGINNING and containing 11.6203 acres of land.

Surveyed on the ground June 6, 2012.

Job No. 12-250-05 (see corresponding plat)

The basis of bearing is S 13°48'24" E along the West right-of-way line of Park Road per Clerk's File No. N-073604.

Land Boundary • Topographic Surveying
A Division of Everything in Christ Services, Inc.



EIC SURVEYING COMPANY

12345 Jones Road, Suite 270
Houston, TX 77070
281-955-2772 • Fax 281-955-6678
www.eicsurveying.com • eic@eicsurveying.com

All that certain tract or parcel containing 10.2024 acres of land being comprised of all of that certain call 8.9753 acre tract of land and a portion of that certain call 8.9689 acre tract of land, both situated in the Chauncey Goodrich Survey, A-311, in Harris County, Texas, said 8.9753 acre tract being that same tract of land as described in a deed filed for record under Harris County Clerk's File No. H-063234, said 8.9689 acre tract being that same tract of land as described in a deed filed for record under Harris County Clerk's File No. G-846859, said 10.2024 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe (found) in the East right-of-way line of Tomball Cemetery Road, (60.00 feet in width), marking the Northwest corner of that certain call 17.7240 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. T-595676, the Southwest corner of said 8.9753 acre tract of land, and the Southwest corner of the herein described 10.2024 acre tract of land;

THENCE N 01°25'30" W, a distance of 414.53 feet, (call N 02°40'00" W, 414.84 feet), along the East right-of-way line of said Tomball Cemetery Road to a ½" iron rod (found) for angle point marking the Northwest corner of said 8.9753 acre tract of land and the Westerly-Southwest corner of said 8.9689 acre tract of land;

THENCE N 01°26'10" W, a distance of 83.52 feet, (call N 02°40'00" W, 83.99 feet), along the East right-of-way line of said Tomball Cemetery Road to a 2" iron pipe (found) marking the South corner of that certain call 4.605 acre tract of land as described in a Quitclaim Deed filed for record under Harris County Clerk's File No. R-653936, the Westerly-Northwest corner of said 8.9689 acre tract of land, and the Northwest corner of the herein described 10.2024 acre tract of land;

THENCE N 44°07'16" E, a distance of 888.01 feet, (call N 42°53'54" E, 888.28 feet), along the common line of said 4.605 acre and said 8.9689 acre tracts of land to a 1" iron pipe (found) marking the Southeast corner of that certain call 1.341 acre tract of land as referenced in a deed filed for record under Harris County Clerk's File No. X-245532, the Southwest corner of that certain call 15.0000 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. F-425520, the Northerly-Northwest corner of said 8.9689 acre tract of land, and the Northeast corner of the herein described 10.2024 acre tract of land, from which point a ½" iron pipe (found) bears S 03°14'01" E, 2.11 feet;

THENCE S 16°38'25" E, a distance of 68.35 feet to a ½" iron rod (found) for angle point marking an interior corner of said 8.9689 acre tract of land and the Northeast corner of said 8.9753 acre tract of land;

THENCE S 16°40'29" E, a distance of 564.36 feet, (call S 17°52'04" E, 564.42 feet), along the common line of said 8.9689 acre and said 8.9753 acre tracts of land to a ½" iron rod (found) in the North line of said 17.7240 acre tract of land marking the Southerly-Southwest corner of said 8.9689 acre tract of land, the Southeast corner of said 8.9753 acre tract of land and the Southeast corner of the herein described 10.2024 acre tract of land;

THENCE S 56°19'13" W, a distance of 31.46 feet, (call S 54°54'20" W, 31.42 feet), along the common line of said 17.7240 acre and said 8.9753 acre tracts of land to a 2" iron pipe (found) for angle point;

THENCE S 56°04'58" W, a distance of 917.21 feet, (call S 54°54'20" W, 917.40 feet), along the common line of said 17.7240 acre and said 8.9753 acre tracts of land to the POINT OF BEGINNING and containing 10.2024 acres of land.

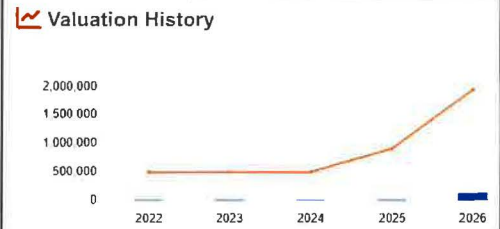
Surveyed on the ground June 6, 2012.
Job No. 12-250-05 (see corresponding plat)
The basis of bearing is S 13°48'24" E along the West right-of-way line of Park Road per Clerk's File No. N-073604.



Land Boundary • Topographic Surveying
A Division of Everything in Christ Services, Inc.

22525 PARK RD
TOMBALL, TX 77377

Account: 042181000010
Name: BEAUVAIS MICHELE M
Mailing Address: 14090 FM 2920 STE G 143
TOMBALL, TX 77377-5549



Valuations

Land: \$1,814,074
Improvement: \$122,116
Market: \$1,936,190
Appraised: \$125,031

[iFile a protest](#)
[Value Notice](#)
[Values on Same Street](#)

[Compare Valuations](#)

Jurisdictions/Exemptions

District	Jurisdictions	Exemption Value	2025 Rate	2026 Rate
026	TOMBALL ISD		1.062900	0.000000
040	HARRIS COUNTY		0.380960	0.000000
041	HARRIS CO FLOOD CNTRL		0.049660	0.000000
042	PORT OF HOUSTON AUTHY		0.005900	0.000000
043	HARRIS CO HOSP DIST		0.187610	0.000000
044	HARRIS CO EDUC DEPT		0.004798	0.000000
045	LONE STAR COLLEGE SYS		0.106000	0.000000
665	HC ESD 15		0.050000	0.000000
679	HC EMERG SERV DIST 8		0.099659	0.000000

Exemption Type : None

Property Details

Legal: TRS 3A & 4A & TR 7B-
Description: 1B (HOMESITE
0421810000194) ABST
34 J HOUSE ABST 311
C GOODRICH

Land: 0 SF
Building Area: 0 SF
Building Class:
Units: 0
Net Rentable Area: 0

Fiduciary
None

Status

Value Notice Date: Apr 17, 2026
Deadline to file a protest: May 18, 2026
ARB Status: Not Certified - Mar 13, 2026

Location

State Class Code	Neighborhood	Neighborhood Name	Market Area	Map Facet	Key Map
1D1 -- Real, Qualified Agricultural Land	2575	M/R (E OF 249)	400 -- ISD 26 - Tomball ISD	4671D	287M

Additional Links

[Appraisal Review Board \(ARB\) Status](#)
[Property Owners Website](#)
[Property Tax Database](#)

Land Details

Line	Land Use	Unit type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
Agricultural Value											
1	9075 -- Harris Orchard	AC	21	1.00	1.00	1.00	--	1.00	150	150.00	2,915
Market Value / Agricultural Land											
1	9910 -- Mkt Value of Ag Land AC6 -- Primary AC	AC	2	1.00	1.00	1.00	--	1.00	87,120	87120.00	174,240
2	9910 -- Mkt Value of Ag Land AC8 -- Residual AC	AC	19	1.00	1.00	1.00	--	1.00	87,120	87120.00	1,639,834

Ownership History

Owner	Effective Date
BEAUVAIS MICHELE M	12/02/2020
LEMON THYME INVESTMENTS LLC	01/08/2013
W AND W PARK ROAD 69 LLC	11/19/2012
KEATING CAROLYN J	12/12/2003
KEATING TOM	01/02/1988

Extra Features

Line	Description	Quality	Condition	Units	Year Built
1	UTILITY BLDG - FRAME	Average	Average	2,760	2013
2	CANOPY ONLY	Average	Average	840	2013
3	CANOPY ONLY	Average	Average	840	2013
4	CANOPY ONLY	Average	Average	400	2013
5	CANOPY ONLY	Average	Average	660	2013
6	CANOPY ONLY	Average	Average	616	2013
7	CANOPY ONLY	Average	Average	520	2013
8	UTILITY BLDG - FRAME	Average	Average	900	2013

LEGAL DISCLAIMER

All information contained herein, is distributed without warranty of any kind, implied, expressed or statutory. The Harris Central Appraisal District makes no claims, promises or guarantees about the accuracy, completeness, or adequacy of this information and expressly disclaims liability for any errors and omissions. The Harris Central Appraisal District is not an abstract company nor an extension of the County Clerk's Office and we do not determine who has the better title to a property if the public records conflict as to ownership or location. The information on this site is not intended to indicate the quality of title or priority of interest in any property, and you are advised not to rely on it for that purpose.

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at [HCAD's information center at 1301 N.W. Freeway](#).

Property Search [for Comments or Suggestions.](#)

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 4, 2026

Topic:

Approve a contract with On Par Civil Service for the implementation and construction of the Downtown Bollard Plan (Project No. 2026-10002) as part of the Special Event Security Improvements, for a not-to-exceed amount of \$135,531.95 (Bid No. 2026-04), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2025-2026 Budget.

Background:

During the Fiscal Year 2026 budget process, City Council directed staff to evaluate and identify opportunities to enhance public safety and security measures for special events held in the Downtown area. This direction was primarily focused on improving conditions within the southern four blocks of Downtown, which serve as a central location for community gatherings, festivals, and high-attendance events.

In response, City staff coordinated with AIG Technical Services, Inc. to develop a comprehensive Downtown Bollard Plan. The plan was designed to provide both functional and aesthetic improvements that enhance pedestrian safety while maintaining the character and accessibility of the Downtown corridor.

The proposed plan includes the installation of removable bollards anchored within reinforced concrete pavement bands. This design allows for flexibility in daily operations while providing the ability to secure roadways during events. The reinforced concrete bands ensure structural integrity and long-term durability, particularly in areas subject to repeated installation and removal of bollards.

This effort is part of a broader strategy to improve event safety, which has also included the evaluation and use of additional protective measures such as decorative rock barriers, temporary barricades, and expanded camera coverage. Together, these elements are intended to reduce vehicular conflict points, improve crowd protection, and enhance overall situational awareness during special events.

Funding for the design and engineering of the Downtown Bollard Plan was provided in part by the Tomball Economic Development Corporation (TEDC) through its Downtown Mobility Plan initiative, reflecting a coordinated approach to improving both safety and accessibility in the Downtown area.

The implementation of these improvements will support the City's ongoing commitment to providing safe, welcoming, and well-managed public spaces for residents, visitors, and event organizers.

Origination:

Recommendation:

Staff recommends awarding a contract to On Par Civil Service for the implementation and construction of the Downtown Bollard Plan as part of the Special Event Security Improvements for an amount not-to-exceed \$135,531.95.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #100-119-6409

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

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

CITY OF TOMBALL DOWNTOWN BOLLARD PLAN

List of Documents and Forms that the Contractor must fill out:

- Document 00432 Certificate of Interested Parties (Form 1295) (Must File Online At www.ethics.state.tx.us/File)
- Document 00433 - Non-Collision Affidavit
- Document 00434 - Prohibition On Boycotting Israel Verification and Doing Business with Certain Companies
- Document 00435 - Prohibition On Contracts with Companies That Discriminate Firearm and Ammunition Industries and Prohibition on Contracts with Companies Boycotting Certain Energy Companies
- Document 00500 - Form of Business
- Document 00501 - Resolution of Corporation
- Document 00520 - Agreement
- Document 00600 - List Of Proposed Subcontractors and Suppliers
- Document 00601 - Drug Policy Compliance Agreement
- Document 00602 - Contractor's Drug-Free Workplace Policy (Contractor Creates This Document.)
- Document 00604 - History Of OSHA Actions and List of On-The-Job Injuries
- Document 00605 - List Of Safety Impact Positions (Contractor Completes This List. Do Not Submit If Submitting Document 00606.)
- Document 00607 - Certification Regarding Debarment, Suspension, And Other Responsibility Matters
- Document 00610 - Performance Bond
- Document 00611 - Statutory Payment Bond
- Document 00620 - Affidavit Of Insurance (With Certificate of Insurance Attached) CERTIFICATE OF LIABILITY INSURANCE
- Conflict Of Interest Questionnaire (Form CIQ)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2026-1445848

Date Filed:
 04/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

On Par Civil Services, LLC.
 Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Tomball

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E & P 2026-10002
 City of Tomball Downtown Bollard Plan

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Munoz, Rogelio	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Rogelio Munoz, and my date of birth is 02/20/1973.

My address is 8226 Middlebury Lane, Houston, TX, 77070, USA
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 9 day of April, 2026
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

Document 00433

NON-COLLUSION AFFIDAVIT

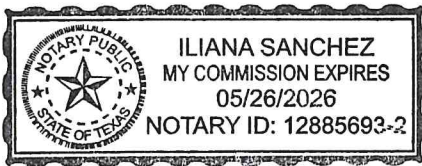
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

By the signature below, the signatory for the responder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name: *Rogelio Muñoz*
Title: *MANAGING MEMBER*
Company: *OW PAR CIVIL SERVICES, LLC.*
Date: *4/09/2026*

SUBSCRIBED and sworn to before me the undersigned authority by *Rogelio Muñoz* the *Managing Member*, *OW Par Civil Services* on behalf of said bidder.



[Signature]
Notary Public in and for the
State of Texas

My commission expires: *5/26/26*

END OF DOCUMENT

Document 00434

PROHIBITION ON BOYCOTTING ISRAEL VERIFICATION AND
DOING BUSINESS WITH CERTAIN COMPANIES

This Verification is hereby incorporated into the terms of the contract by and between the City of Tomball, Harris, TX and Dr. Pam Lewis (Contractor) entered into this the 9 day of APRIL, 2022: 26 SERVICES, LLC.

1. **Contractor**, in conjunction with the execution of the above referenced contract and in accordance with Chapter 2270 and 2252 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm, and verify that it:

- A. Does not Boycott Israel;
- B. Will not Boycott Israel during the term of the contract; and
- C. Will not engage in business with Iran, Sudan or Foreign Terrorist Organization

"Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A, Title 8 of the Texas Government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes."

Foreign Terrorist Organization is defined in Subchapter F 2252.151 as "an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189."

- 2. Contractor hereby acknowledges and agrees that this verification is a material term of the contract and Owner is expressly relying on this verification in agreeing to enter into the contract with Contractor.
- 3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.

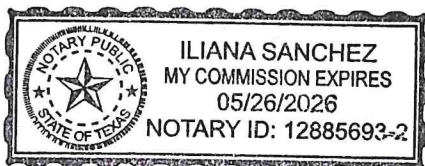
[Signature]
Contractor

State of Texas
County of Harris

Before me, a notary public, on this day personally appeared Rogelio Munoz, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph 1.A, 1.B, and 1.C are true and correct.

[Signature]
Notary Public's Signature and Seal

END OF DOCUMENT



Section 00434-1
12-01-2022

Document 00435

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST
FIREARM AND AMMUNITION INDUSTRIES AND PROHIBITION ON CONTRACTS WITH
COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

This Verification is hereby incorporated into the terms of the contract by and between the City of Tomball, Harris, TX and DD PAR (Contractor) entered into this the 9 day of April, 2022-26
CIVIL SERVICES, LLC.

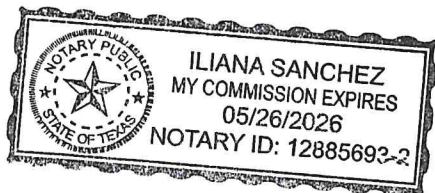
1. **Contractor**, in conjunction with the execution of the above referenced contract and in accordance with Chapter 2274 of the Texas Government Code, effective September 1, 2021, does hereby agree, confirm, and verify that it:
 - A. Does not Boycott Energy Companies;
 - B. Will not Boycott Energy Companies during the term of the contract;
 - C. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
 - D. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.
2. Contractor hereby acknowledges and agrees that this verification is a material term of the contract and Owner is expressly relying on this verification in agreeing to enter into the contract with Contractor.
3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.

[Signature]
Contractor

State of Texas
County of Harris

Before me, a notary public, on this day personally appeared Rogelio Munoz, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph 1.A, 1.B, 1.C, and 1.D are true and correct.

[Signature]
Notary Public's Signature and Seal



END OF DOCUMENT

Document 00500

FORM OF BUSINESS

Please mark the box describing your firm's form of business, fill in the requested information, and include the relevant attachments.

Corporation

Corporate Name: _____
State of Incorporation: _____
Mailing Address: _____
Type of Corporation: _____

Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past 10 years to be valid)

*Certificate of Good Standing

*Certificate of Existence (if non-Texas corporation, Certificate of Authority)

Partnership/Joint Venture

Partnership/Joint Venture Name: _____
Mailing Address: _____
Type of Partnership/Joint Venture: _____

Copy of the Partnership or Joint Venture Agreement, **or** Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence

Certificate of Assumed Name, (the Certificate must have been issued within the past 10 years to be valid)

If firm is a limited partnership, the Certificate of Limited Partnership

If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: ON PAR LEGAL SERVICES, LLC
Mailing Address: 1270 BIRLOCK RD, SUITE 300 HOUSTON, TX 77058

Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past 10 years to be valid)

* Must be furnished upon request of the Director and must be less than 90 days old.

END OF DOCUMENT

00500-1
02-01-08

Document 00501

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

(Name of Corporation / Contractor)

on the ____ day of _____, 20____, that _____,
(Corporate Representative)

be, and hereby is, authorized to act on behalf of the Corporation, as its representative,
in all business transactions conducted in the State of Texas, and

That the above resolution was unanimously ratified by the Board of Directors at
said meeting and that the resolution has not been rescinded or amended and is now in
full force and effect; and

In authentication of the adoption of this resolution, I subscribe my name on this
____ day of _____, 20____.

Secretary/Assistant Secretary

END OF DOCUMENT

Document 00520

AGREEMENT

Project: Downtown Bollard Plan
Project Location: City of Tomball Downtown (Key Map No. 288 G, H)
Project Bid No: 2026-04
E&P Project No: 2026-10002

The City: The City of Tomball, County of Harris, Texas (the "City")
and

Contractor: DDP P&H CIVIL SERVICES, LLC.
(Address for Written Notice) 1220 BLALOCK RD. SUITE 300
HOUSTON, TX 77055
Fax Number: N/A

City Engineer is: _____
(Address for Written Notice) _____
Fax Number: _____

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 120 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties

00520-1
06-16-2011

agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

**ARTICLE 3
CONTRACT PRICE**

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$ 121,321.95 which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1	<u>\$ 8,960.00</u>
Alternate No. 2	<u>\$ 5,250.00</u>

**ARTICLE 4
PAYMENTS**

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or [X] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage).

For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)

b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of

00520-2
06-16-2011

Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

**ARTICLE 5
CONTRACTOR REPRESENTATIONS**

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

00520-3
06-16-2011

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.

7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated [_____]

Addendum No. 2, dated [_____]

Addendum No. 3, dated [_____]

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)

00520-4
06-16-2011

- 00800 Exhibit A, Wage Rates
- 00821 Wage Rate for Building Construction
- 00830 Trench Safety Geotechnical Information

**ARTICLE 8
SIGNATURES**

8.1 This Agreement is executed in two originals and is effective on _____.

CONTRACTOR:

(If Joint Venture)

By: 

By: _____

Name: ROGELIO MUÑOZ

Name: _____

Title: MANAGER MEMBER

Title: _____

Date: _____

Date: _____

Tax Identification Number: 88-2511230

Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: 

Date: _____

CITY OF TOMBALL, TEXAS:

By: _____
City Manager

Date: _____

ATTEST/SEAL:

[SEAL]

00520-5
06-16-2011

Attest: _____
City Secretary

Date: _____

END OF DOCUMENT

Document 00600

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS - PART A
SCHEDULE OF SUBCONTRACTORS AND SUPPLIERS

PROJECT NAME: Downtown Bollard Plan
PROJECT NO.: 2026-10002

DATE OF REPORT: 4/9/2026

SUBCONTRACTOR OR SUPPLIER	ADDRESS	SCOPE OF WORK ²
BOLLARD PLUS	2121 GOLDEN RD. SUITE 2A SPRING TX 77380	BOLLARDS
CHERRY/MARCO SA	6131 SELINSKY RD. HOUSTON TX 77048	CEMENT SLOTS
GO HAND CONCRETE TOMBALL	23920 FM 2978 TOMBALL TX 77375	CONCRETE
WHITE CAP	8543 TR-242 BLDG 2 CONROE TX 77385	REBAR/MATERIAL
AMERICAN MATERIAL	10126 CASH RD. STAFFORD TX 77477	ASPHALT
TEXCRETE RECY. MIX CONCRETE	18935 CIRCLE RD PRIDE ACRES TX 77362	CONCRETE

- NOTES:**
1. RETURN PART B FOR ALL PROJECTS WITHIN THE SPECIFIED NUMBER OF DAYS AFTER RECEIPT OF NOTICE OF INTENT TO AWARD.
 2. DESCRIBE THE WORK TO BE PERFORMED, SUCH AS PAVING, ELECTRICAL, ETC.

CONTRACTOR SHALL EXECUTE CONTRACTS WITH APPROVED SUBCONTRACTORS AND SUPPLIERS WITHIN 30 DAYS AFTER THE DATE OF THE NOTICE TO PROCEED.

SIGNATURE: [Signature]

COMPANY NAME: OUTPOST LEVEL SERVICES, LLC

NAME: ROBERTO MUÑOZ
(Type or Print)

TITLE: MANAGING MEMBER

END OF DOCUMENT

00600-1
02-01-08

Document 00601

DRUG POLICY COMPLIANCE AGREEMENT

I, ROBERTO MUÑOZ, MANAGER'S MEMBER,
Name Title

of DU PAR CIVIL SERVICES, LLC
Contractor

have authority to bind Contractor with respect to its Bid, Proposal, or performance of any and all contracts it may enter into with the City of Tomball; and that by making this Agreement, I affirm that Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. _____).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and an HHS-certified drug-testing laboratory to perform drug tests.
3. Monitor and keep records of drug tests given and results; and upon request from the City of Tomball, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. _____ is a material condition of the Contract with the City of Tomball,

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations or documentation in compliance with the Mayor's Drug Policy or Executive Order No. _____ will be considered a breach of the Contract with the City and may result in non-award or termination of the Contract by the City.

DU PAR CIVIL SERVICES, LLC.
Contractor

MANAGER'S MEMBER
Title

[Signature]
Signature

4/9/2026
Date

END OF DOCUMENT

Document 00606

CONTRACTOR'S CERTIFICATION OF
NO SAFETY IMPACT POSITIONS IN PERFORMANCE OF A CITY CONTRACT

BEFORE ME, the undersigned authority, on this day personally appeared

Rodrigo Munoz
Affiant

who being by me duly sworn on his oath stated that he is MANAGING MEMBER
Title
of ON PAR LEGAL SERVICES, LLC
Contractor

and that no employee safety impact positions, as defined in §5.17 of Executive Order
No. 1-31, will be involved in performing CITY OF TOMBALL DOWNTOWN BOLLARD PLAN
Project

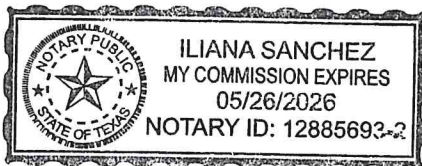
Contractor agrees and covenants that it shall immediately notify the City of Houston
Director of Personnel if any safety impact positions are established to provide services
in performing this City Contract.

[Signature]
Affiant's Signature

SWORN AND SUBSCRIBED before me on this day of April 9, 2026

[Signature]
Notary Public in and for the State of TEXAS
Iliana Sanchez
Print or Type Notary Public Name

My Commission Expires: 5/26/26
Expiration Date



END OF DOCUMENT

Document 00607

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Company:

ROBERTO MENDOZA & MANAGER MEMBER
Typed Name & Title of Authorized Representative

[Signature]
Signature of Authorized Representative

4/9/2026
Date

I am unable to certify the above statements. My explanation is attached.

END OF DOCUMENT

00607-1
02-01-08

Document 00610

PERFORMANCE BOND

THAT WE, On Par Civil Services, as Principal, (the "Contractor"), and the other subscriber hereto, West Bend Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Tomball (the "City"), a municipal corporation, in the penal sum of \$ *** for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally. ***One Hundred Twenty-One Thousand Three Hundred Twenty-One and 95/100 (\$121,321.95)

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City for CITY OF TOMBALL DOWNTOWN BOLLARD PLAN, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in

00610-1
02-01-08

the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

1. Arrange for Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Harris County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: [Signature]
Name: Liana Sanchez
Title: Administrative Assistant

On Par Civil Services
Name of Contractor
By: [Signature]
Name: Rogelio Munoz
Title: Managing Member
Date:

ATTEST/SURETY WITNESS:
(SEAL)

West Bend Insurance Company
Full Name of Surety
1900 South 18th Avenue
Address of Surety for Notice
West Bend, WI 53095
800-252-3439
Telephone Number of Surety

By: [Signature]
Name: Debbie Bledsoe
Title: Witness
Date:

By: [Signature]
Name: Hannah Montagne
Title: Attorney-in-Fact
Date:

END OF DOCUMENT

Document 00611

STATUTORY PAYMENT BOND

THAT WE, On Par Civil Services, as Principal, hereinafter called Contractor and the other subscriber hereto, West Bend Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of Tomball, a municipal corporation, in the sum of \$ *** for the payment of which sum, well and truly to be made to the City of Tomball, and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

***One Hundred Twenty-One
Thousand Three Hundred Twenty-One
and 95/100 (\$121,321.95)

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City of Tomball for City of Tomball Downtown Bollard Plan

all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void; otherwise the same is to remain in full force and effect;

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.


00611-1
02-01-08

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)


By: 
Name: Lliana Sanchez
Title: Administrative Assistant

On Par Civil Services

Name of Contractor

By: 
Name: Rogelio Munoz
Title: Managing Member
Date:

ATTEST/SURETY WITNESS:
(SEAL)

By: 
Name: Debbie Bledsoe
Title: Witness
Date:

West Bend Insurance Company

Full Name of Surety

1900 South 18th Avenue

Address of Surety for Notice

West Bend, WI 53095

800-252-3439

Telephone Number of Surety

By: 
Name: Hannah Montagne
Title: Attorney-in-Fact
Date:

END OF DOCUMENT



Bond No. 2299452

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Michele Bonnin, Erica Anne Cox, Hannah Montagne, Jillian O’Neal, Samantha Olson

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

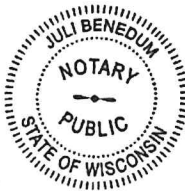
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this _____ day of _____



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit <https://www.thesilverlining.com/annual-meeting> for details regarding the annual membership meeting and your voting rights.



IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener información o para presentar una queja:

You may contact West Bend Insurance Company:

Usted puede comunicarse con su West Bend Insurance Company:

1-800-760-9250

1-800-760-9250

You may also write to West Bend Insurance Company at:

Usted también puede escribir a West Bend Insurance Company at:

**Attn: Claims/Surety Department
1900 S. 18th Avenue
West Bend, WI 53095
1-800-252-3439**

**Attn: Claims/Surety Department
1900 S. 18th Avenue
West Bend, WI 53095
1-800-252-3439**

You may write the Texas Department of Insurance:

Puede escribir al Departamento de Seguros de Texas:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov**

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

Document 00620

AFFIDAVIT OF INSURANCE

BEFORE ME, the undersigned authority, on this day personally appeared

RONELIO MAÑOS, who
Affiant

being by me duly sworn on his oath stated that he is MANAGER, of
Title

ON PAR CIVIL SERVICES, LLC,
Contractor's Company Name

the Contractor named and referred to within the Contract documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Contract.

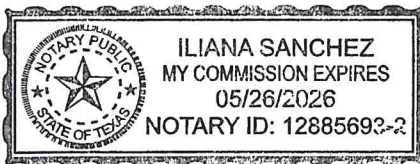
[Signature]
Affiant's Signature

SWORN AND SUBSCRIBED before me on 4-9-26.
Date

[Signature]
Notary Public in and for the State of TEXAS

Iliana Sanchez
Print or type Notary Public name

My Commission Expires: 5/26/26
Expiration Date



END OF DOCUMENT



AGENCY CUSTOMER ID: ONPARCI01C

BMEYER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY INSURICA		NAMED INSURED On Par Civil Services LLC 1220 Blalock Rd, Ste 300 Houston, TX 77055 Harris	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Page 2 of 2

GENERAL LIABILITY: Blanket Additional Insured, CG2010 4/13 and CG2037 04/13 Blanket Waiver of Subrogation per form CG88100413 ; Automatic Status - Contractors - Completed Operations per form CG86111016; Primary and Non-Contributory when required by written contractor per form CG881004 04/13; CG2010 04/13

EQUIPMENT: Blanket Loss Payee when required by written contract

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

ONE PAR CIVIL SERVICES, LLC

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

R/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4 [Signature]
Signature of person doing business with the governmental entity

4/9/2006
Date

BID SUMMARY
 CITY OF TOMBALL DOWNTOWN BOLLARD PLAN
 CITY OF TOMBLL E&P CIP NUMBER 2026-10002
 PROJECT BID NO. 2026-04

No.	Contractor	Total Base Bid	Alternate 1	Alternate 2	Total
1	On Par Civil Services	\$ 121,321.95	\$ 8,960.00	\$ 5,250.00	\$ 135,531.95
2	TWL Construction	\$ 146,150.00	\$ 12,130.00	\$ 8,100.00	\$ 166,380.00
3	CONPLUS LLC	\$ 163,815.00	\$ 8,300.00	\$ 4,800.00	\$ 176,915.00
4	Corestone Construction Services	\$ 196,192.77	\$ 16,288.27	\$ 10,672.50	\$ 223,153.54
5	Noble Building and Development	\$ 230,191.00	\$ 14,544.00	\$ 4,476.00	\$ 249,211.00
6	Bluebonnet Playguard	\$ 288,826.67	\$ 29,415.00	\$ 11,178.00	\$ 329,419.67
7	Castillo Aranda LLC	\$ 292,945.00	\$ 28,700.00	\$ 18,000.00	\$ 339,645.00
8	HCG	\$ 309,682.00	\$ 17,855.00	\$ 9,480.00	\$ 337,017.00
9	Arreis Construction Group	\$ 323,366.50	\$ 8,108.35	\$ 4,278.36	\$ 335,753.21

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 4, 2026

Topic:

Consideration of and action on Resolution No. 2026-18, a Resolution of the City Council of the city of Tomball, Texas regarding acceptance of approximately 14.0943 acres tract of land consisting of two tracts, both located at or around 21103 Telge Road, Tomball, TX 77377 into the Extraterritorial Jurisdiction of the city of Tomball.

Background:

The property owner, REVKO Commercial Real Estate, has formally petitioned the City of Tomball to accept approximately 14.0943 acres located at or around 21103 Telge Road into the City's extraterritorial jurisdiction (ETJ). As noted in the resolution, the request is made "to expand and extend the City's extraterritorial jurisdiction to include all the territory of a tract of land..." as described in Exhibit A. This action represents the first procedural step toward potential future annexation into the City's corporate boundaries.

Before approaching Tomball, the owner sought and received release of the property from the City of Houston's ETJ. The resolution states that this release was granted "through either act of the City Council of the City of Houston or by operation of law as evidenced by Exhibit 'B'." With Houston's release complete, the owner is eligible to petition Tomball for ETJ inclusion under Section 42.002 of the Texas Local Government Code.

The property is either currently contiguous or will become contiguous to Tomball's existing ETJ, satisfying statutory requirements for ETJ expansion. The resolution emphasizes that accepting the tract into the ETJ is in the best interest of both the petitioner and the City, noting that such action "will benefit the Territory and the City."

If approved, the resolution would formally extend Tomball's ETJ to include the property as a preliminary step toward possible annexation. The City Council's action would affirm that "the facts and matters set forth in the preamble are hereby found to be true and correct" and authorize the ETJ expansion as requested by the owner.

Origination: City Secretary's Office

Recommendation:

Approve Resolution No. 2026-18 expanding the City's ETJ to include 14.0943 acres at or around 21103 Telge Road.

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

RESOLUTION NO. 2026-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS REGARDING ACCEPTANCE OF APPROXIMATELY 14.0943 ACRES TRACT OF LAND CONSISTING OF TWO TRACTS, BOTH LOCATED AT OR AROUND 21103 TELGE ROAD, TOMBALL, TX 77377 INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TOMBALL.

* * * * *

WHEREAS, REVKO COMMERCIAL REAL ESTATE, (herein the “Owner”), has petitioned and requested the City of Tomball, Texas (the “City”) by and through its agents Jonathan Sellers and Trevor Hudson, to expand and extend the City’s extraterritorial jurisdiction to include all the territory of a tract of land consisting of approximately 14.0943 acres located more fully detailed by metes and bounds in Exhibit “A”; and

WHEREAS, the Owner of the Property has petitioned to be released from the City of Houston’s extraterritorial jurisdiction and such petition has been granted through either act of the City Council of the City of Houston or by operation of law as evidenced by Exhibit “B”; and

WHEREAS, the Owner of the Property has requested through petition to the City that the Property be included in the City’s corporate boundaries pursuant to the provisions of Section 42.002, Texas Local Government Code; and

WHEREAS, the Territory is or will be contiguous to the existing extraterritorial jurisdiction of the City; and

WHEREAS, the City believes that it will be in the best interests of Petitioner and the city, and will benefit the Territory and the City, if the City extends and expands its extraterritorial jurisdiction to include all of the Property; and

WHEREAS, the City Council of the City of Tomball finds it to be in the best interest of the health, safety and welfare of its citizens to indicate such intentions; now, therefore,

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

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

SECTION 2: The City Council accepts and hereby extends and expands the City’s extraterritorial jurisdiction to include the Property as a first step to including the Property into the City’s corporate boundaries.

[EXECUTION PAGE TO FOLLOW]

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

FOR THE CITY

Lori Klein Quinn, Mayor
City of Tomball, Texas

ATTEST:

Thomas Harris
City Secretary



Shoppes at Willow Creek - 14 AC

Waller-Tomball Rd

2920

Waller-Tomball Rd

Drilex

ASAP Trailer Services & Supply

Doe's Small Engine Repairs

Hillwood Family Dental - To

Treichel Rd

W Champagne Cir

Pigs Unlimited International

Prista's Automotive

Legacy Precision Engraving

Foxmoor Pet Care

Burns RV Park

Kirahn Ln

Parker Rd

Teige 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
SITEMAG 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

Feedback

Parcel Basemap 2025

Hybrid Imagery Basemap 2025

300 ft

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



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.

**INTERLOCAL AGREEMENT FOR PURCHASE OF VEHICLES
BETWEEN
MONTGOMERY INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF TOMBALL**

THIS AGREEMENT is hereby entered into on this the 8th _____ day of January _____, 2026, by and between THE CITY OF TOMBALL (hereinafter called "CITY"), a municipal corporation, and THE MONTGOMERY INDEPENDENT SCHOOL DISTRICT (hereinafter called "MISD"), a Texas political subdivision, acting by and through its duly authorized officers, hereinafter called the "board." Pursuant to its actions of a School Board meeting held on January 8th, 2026.

1. PREAMBLE:

WHEREAS, MISD desires to acquire certain goods presently owned by the CITY consisting of one (1) 2015 Ford Interceptor ("Interceptor"), one (1) 2018 Ford Interceptor ("Interceptor"), one (1) 2021 Ford Interceptor ("Interceptor"), one (1) 2017 Chevy Tahoe ("Tahoe") and accessories for use by MISD; and,

WHEREAS, the CITY desires to sell the three Interceptors and one Tahoes; and,

WHEREAS, the CITY and MISD desire to maximize their financial and tangible resources; and,

WHEREAS, Chapter 791 of the Texas Government Code authorizes political subdivisions to enter into Interlocal Agreements and Section 791.025 specifically provides for the purchase of goods by one political subdivision from another; and,

WHEREAS, the CITY and MISD are each political subdivisions of the State of Texas; and

NOW, THEREFORE, in consideration of the covenants, conditions and provisions set forth herein, the parties hereto agree as follows:

- MUTUAL OBLIGATIONS: CITY agrees to sell and MISD agrees to purchase the goods listed below at the corresponding price identified below:

Vehicle			
Unit Number	VIN Number	Make & Model	Price
Shop #3	1FM5K8AR0FGC16292	2015 Ford Interceptor	\$3,000.00
Shop #4	1GNLCDKC1HR293781	2017 Chevy Tahoe	\$3,000.00
Shop #18-100	1FM5K8AR7JGB12326	2018 Ford Interceptor	\$3,000.00
Shop #21-145	1FM5K8AB3LGB22910	2021 Ford Interceptor	\$3,000.00
TOTAL PURCHASE PRICE			\$12,000.00

- FORM OF PAYMENT: MISD shall pay the CITY the total purchase price of Twelve Thousand Dollars (\$12,000) in the form of a check made payable to the City of Tomball. Payment made by MISD pursuant to this Agreement must be made from current revenues available to MISD in accordance with Texas Government Code §791.011(d)(3).
- DELIVERY OF GOODS: The goods subject of this sale shall be released into MISD's possession upon CITY's receipt of the payment from MISD specified in paragraph 2, above, and the CITY receiving the replacement vehicles.
- ASSIGNMENT: This agreement shall not be assigned by either party unless written authorization is first obtained from other party.
- ENTIRE AGREEMENT: This agreement contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon to date, and no other agreements of prior date, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto. It is the intent of the parties that neither party shall be bound by any term, condition or representation not herein written.
- AMENDMENT: No amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto and approved by the governing parties.
- NON-DISCRIMINATION: Any discrimination by MISD or CITY or their agents or employees, on account of race, color, sex, age, religion, handicap, or national origin in employment practices or in the properties made the basis of this Agreement is prohibited and approved by the governing bodies.
- TEXAS LAW TO APPLY: This agreement shall be construed under and in accordance with the law of the State of Texas and all obligations of the parties created hereunder are performable in Harris County, Texas.
- FORCE MAJEURE: Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or

prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations, under this agreement, written notice shall be provided to the other party within three (3) days.

11. CAPTIONS: The captions contained in the agreement are for the convenience of references only and in no way limit or enlarge the terms and conditions of this agreement.

12. AUTHORITY: The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their governing bodies.

WITNESS, the signatures of the parties, hereto, in duplicate originals of the _____ day of _____, 2026.

ATTEST: **CITY OF TOMBALL**

By: _____
David Esquivel, City Manager

MONTGOMERY INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Mark Ruffin, Superintendent of Schools

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 4, 2026

Topic:

Approve, on First Reading, Resolution No. 2026-22-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and the Heart of Tomball Alliance to make direct incentives to, or expenditures for, advertising, promotion and event marketing for Old Town Tomball, as authorized under Section 505.158 of the Texas Local Government Code. The estimated amount of expenditures for such project is an amount not to exceed \$53,147.00.

Background:

The Heart of Tomball Alliance has submitted a grant request to the Tomball Economic Development Corporation in the amount of \$53,147 to expand downtown programming, marketing, and visitor circulation. The request aims to increase economic activity, support small businesses, enhance the visitor experience, and strengthen Old Town Tomball's competitiveness within the greater Houston region.

Formed in 2024 with support from TEDC and guidance from City Council, the Texas Downtown Association, and Opportunity Strategies, the Alliance represents approximately 36 downtown businesses. Its programming—particularly Shop & Stroll events—has demonstrated measurable economic impact by driving foot traffic, increasing retail sales, and reinforcing downtown as a regional destination.

The proposal focuses on expanding seven annual events supported by coordinated regional marketing, an enhanced website, and continued event programming. It also introduces a visitor safety initiative, including a circulator shuttle service during high-attendance events to improve pedestrian safety and encourage broader engagement across the district.

Below is a breakdown of the request:

- **Marketing & Advertising (7 events @ \$2,500 + ad management): \$22,900**
- **Event Materials (Décor, signage, supplies): \$14,000**
- **Website Design & Development: \$9,997**
- **Circulator Shuttle Service (\$1,250 per event × 5 events): \$6,250**

TOTAL GRANT AMOUNT REQUESTED: \$53,147.00

This request aligns with the TEDC Strategic Plan, specifically **Goal 3**, which calls for exploring collaborative opportunities with the Heart of Tomball Alliance to ensure efforts reflect Old Town priorities and support the interests of local merchants.

The project qualifies under Type B sales tax legislation, as it supports marketing and promotional activities that advance new and expanded business development. Overall, the proposal represents a targeted investment in sustaining and growing the economic vitality of Old Town Tomball.

At its Regular meeting on April 14, 2026, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with the Heart of Tomball Alliance, for advertising, promotion and event marketing expenses for Old Town Tomball. The Tomball City Council has final approval authority over all projects and agreements of the TEDC.

Origination: Heart of Tomball Alliance

Recommendation:

Approval of Resolution No. 2026-22-TEDC on first reading.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: # Old Town Projects

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

Signed Kelly Violette Approved by _____
Executive Director-TEDC Date City Manager Date

GRANT APPLICATION

Heart of Tomball Alliance

2026 Economic Development Grant Request

Submitted To:	Tomball Economic Development Corporation
Applicant:	Heart of Tomball Alliance
Grant Purpose:	Downtown Activation, Marketing, Safety Infrastructure & Small Business Growth
Grant Amount Requested:	\$53,147.00 (plus applicable tax)
Annual Events Supported:	7 downtown events
Date:	2026 - 2027

Old Town Tomball | Tomball, Texas

Executive Summary

The Heart of Tomball Alliance respectfully submits this grant application to the Tomball Economic Development Corporation requesting funding to expand the marketing reach, economic impact, and visitor safety infrastructure of the Alliance's downtown programming. The Alliance's flagship Shop & Stroll events — along with its Fashion Show, Purse Bingo, and community fundraising initiatives — serve as primary economic drivers for the small businesses located in Old Town Tomball.

For the grant period, the Alliance is programming seven events — six running April through December 2026, plus a February 2027 Shop & Stroll that extends the grant's reach into the following year. This schedule reflects growing community demand and provides a consistent drumbeat of foot traffic and economic activity for downtown businesses year-round.

This request supports five core investment areas: regional marketing and paid advertising, professional ad management, website infrastructure, content creation, and visitor safety transportation. Together, these investments are designed to increase visitor volume, extend visitor dwell time, drive retail spending, and position Old Town Tomball as a premier shopping and community destination in the greater Houston area.

The total grant amount requested is \$53,147.00 (plus applicable tax), representing an annual investment in the long-term economic vitality of the Tomball downtown district.

Budget Summary at a Glance

Category	Amount
Marketing & Advertising (7 events @ \$2,500 + ad management)	\$22,900.00
Event Production (7 events)	\$14,000.00
Website & Digital Infrastructure	\$9,997.00
Visitor Safety & Transportation (7 events)	\$6,250.00
TOTAL GRANT REQUEST	\$53,147.00

About Downtown Tomball & The Case for Investment

A Community Built on Character, Not Chains

Old Town Tomball is not a shopping mall. It is a living, working downtown district made up almost entirely of locally owned small businesses — boutiques, restaurants, gift shops, service providers, and specialty retailers — each one independently operated by a Tomball

community member. These businesses do not have the marketing budgets, national brand recognition, or built-in foot traffic that large retailers enjoy. They rely on the community showing up, and they rely on organized, coordinated efforts to make that happen.

What makes Old Town Tomball special is exactly what makes it economically vulnerable: its charm, its independence, and its small-town character cannot be manufactured. The historic district offers visitors something that no big-box retailer or regional shopping center can replicate — an authentic, community-rooted experience where every dollar spent stays local and every storefront tells a story. But without consistent investment in marketing, events, and visitor infrastructure, that character alone is not enough to compete for consumer attention in a region saturated with large commercial centers.

A Destination Competing in a Region Full of Options

The greater Houston metropolitan area is one of the most commercially dense regions in the country. Tomball residents and visitors have no shortage of places to shop, eat, and spend their time. Old Town Tomball must actively position itself as a destination worth the trip — and that requires ongoing, strategic investment in the experience it offers.

Visitors who come to downtown Tomball do not visit a single store. They stroll. They discover. They return. When a visitor attends a Shop & Stroll event, they typically visit multiple businesses, dine locally, and often come back on a regular basis after discovering the district for the first time. That multiplier effect is what makes organized downtown programming one of the highest-return economic development tools available to a community like Tomball.

Driving visitors from Houston, Cypress, Spring, The Woodlands, and surrounding communities requires a sustained regional marketing presence — social media advertising, digital campaigns, email outreach, and a professional web experience that communicates the value of the destination before a visitor ever arrives.

Family, Community, and the Events That Drive the Economy

Downtown Tomball's economic engine runs on community events. The Alliance's Shop & Stroll series, Fashion Show, and Purse Bingo are not just fun gatherings — they are proven economic drivers. These events bring hundreds of visitors into the district in a single day, generate direct retail spending, and create the kind of community moments that turn first-time visitors into loyal, returning customers.

Families come downtown for these events. They bring their children, meet their neighbors, discover new businesses, and leave with a deeper connection to the community they live in. That connection is the foundation of a healthy local economy — and it is built one event at a time.

The Fashion Show raised \$16,000 for Tomball ISD Culinary and Business Programs. Purse Bingo supports Ainsley's Angels. These events demonstrate that economic development and community impact are not competing priorities in downtown Tomball — they are one and the same.

Tourism as an Economic Multiplier

Old Town Tomball draws visitors from well beyond city limits. Shoppers from the greater Houston area, day-trippers from surrounding suburbs, and travelers passing through the region all represent economic opportunity for the district's small businesses. Tourism-driven spending is among the highest-value revenue a small retailer can capture — visitors who travel specifically to shop in a destination district tend to spend more per trip and are more likely to purchase across multiple stores.

Capturing and growing that visitor base requires the kind of sustained, professional marketing investment that individual small businesses cannot afford on their own. The Heart of Tomball Alliance exists to provide that infrastructure collectively – but it cannot do so without the support of the EDC.

Programs, Events & Economic Impact

2026 Event Calendar

The Alliance is programming seven events across the grant period, with six events running April through December 2026 and a February 2027 Shop & Stroll extending the grant's impact into the new year. This calendar creates a consistent rhythm of downtown activation and provides small businesses with reliable high-traffic days throughout the year, including what is traditionally a slower retail period in early spring.

Event	Month
Purse Bingo	April 2026
Shop & Stroll	May 2026
Shop & Stroll	July 2026
Fashion Show	August 2026
Shop & Stroll	October 2026
Shop & Stroll	December 2026
Shop & Stroll	February 2027

Community Fundraising & Impact

In addition to driving economic activity, the Alliance's signature events raise funds for local organizations and schools, deepening the connection between downtown Tomball's economic health and the wellbeing of the broader community.

Event	Attendance	Community Impact
Fashion Show	180 attendees	\$16,000 raised for Tomball ISD Culinary & Business Programs
Purse Bingo	150 attendees	Benefiting Ainsley's Angels

Marketing & Advertising Plan

Paid Event Advertising

Each of the Alliance's seven 2026 events will be supported by a dedicated paid advertising campaign targeting regional audiences across Facebook and Instagram. The Alliance has budgeted \$2,500 per event in paid ad spend, reflecting a strong investment in reach and visibility for each activation. This level of spend has proven effective in driving event attendance and introducing new visitors to Old Town Tomball.

Professional Ad Management — Modern Marketing & Media

The Alliance has engaged Modern Marketing & Media to provide professional paid ad campaign management under their Paid Ad Management option at \$450 per month. This engagement includes up to two full ad campaign setups and management per month, multiple ad creatives within each campaign to test performance, ongoing optimization and performance monitoring, strategy adjustments leading up to each event, and performance reporting and recommendations.

This professional management ensures that the Alliance's ad spend is deployed strategically, creative assets are tested for performance, and campaigns are continuously optimized to maximize attendance and reach for every downtown event.

Website Design, Development & Hosting

Modern Marketing & Media has also provided a comprehensive website proposal for the Alliance. The proposed website would serve as the central hub for the organization — supporting event promotion, member business visibility, new member recruitment, and community engagement. Every page is custom-designed, mobile-optimized, and built as a long-term growth asset for the Alliance.

The website includes eight custom-designed pages: Home, About Us, Events, Become a Member, Member Directory, Gallery, Election, and Contact. Key features include a dynamic events calendar powered by Events Calendar Pro, a filterable member directory with individual business profile pages, live social media feed integration, Google Analytics and Search Console setup, email sign-up form, payment processor setup, and full on-site SEO including schema markup and XML sitemap submission.

Website design and development is quoted at a one-time fee of \$7,949, with monthly hosting at \$150 per month (covering hosting, security, core WordPress plugins, and one hour of monthly update requests). Annual plugin costs include Events Calendar Pro at \$149 per year and Smashballoon Social Media Feed at \$99 per year.

Visitor Safety & Transportation Initiative

As event attendance has grown, visitor safety has become an increasingly important operational priority. During Shop & Stroll events, attendees moving between different areas of the downtown district are required to cross a heavily trafficked roadway on foot, creating a genuine safety concern and a friction point that discourages exploration of the full district.

The Alliance is proposing a dedicated circulator shuttle service that would operate continuously throughout each event, transporting visitors between designated stops across Old Town Tomball. This service would eliminate the pedestrian roadway crossing risk, improve the overall visitor experience, and encourage visitors to engage with the full breadth of the downtown district rather than staying in a single area. With five events planned for 2026, this service represents a meaningful and recurring safety investment.

Description	Calculation	Annual Cost
Cost Per Bus (5 hours @ \$125/hr)	$\$125 \times 5$	\$625 per bus
Per Event (2 buses)	$\$625 \times 2$	\$1,250
Annual Total (5 events)	$\$1,250 \times 5$	\$6,250

Complete Grant Budget Summary

The following represents the full scope of funding requested under this grant application. All line items are calculated based on seven events and contribute directly to the economic development of Old Town Tomball through increased visitor traffic, expanded marketing reach, and improved safety.

Budget Category	Notes	Amount
MARKETING & ADVERTISING		
Paid Regional Advertising	$\$2,500 \times 7$ events	\$17,500
Ad Management — Modern Marketing & Media	$\$450/\text{mo} \times 12$ months	\$5,400
Marketing & Advertising Subtotal		\$22,900
EVENT PRODUCTION		
Event Materials	Décor, signage, supplies (7 events)	\$14,000
Event Production Subtotal		\$14,000
WEBSITE & DIGITAL INFRASTRUCTURE		
Website Design & Development — Modern Marketing & Media	One-time fee	\$7,949

Website Hosting — Modern Marketing & Media	\$150/mo × 12 months	\$1,800
Events Calendar Pro Plugin	Annual license	\$149
Smashballoon Social Media Feed Plugin	Annual license	\$99
Website & Digital Subtotal		\$9,997
VISITOR SAFETY & TRANSPORTATION		
Circulator Shuttle Service	\$1,250 per event × 5 events	\$6,250
Safety & Transportation Subtotal		\$6,250
TOTAL GRANT AMOUNT REQUESTED		\$53,147.00

Budget Summary by Category

Category	Annual Investment
Marketing & Advertising (7 events @ \$2,500 + ad management)	\$22,900.00
Event Production (7 events)	\$14,000.00
Website & Digital Infrastructure	\$9,997.00
Visitor Safety & Transportation (7 events)	\$6,250.00
TOTAL GRANT REQUEST	\$53,147.00

Closing Statement

The Heart of Tomball Alliance is committed to the long-term economic vitality of Old Town Tomball. The businesses, visitors, and families that make up this community deserve a downtown district that is vibrant, safe, well-promoted, and built to last. This grant investment makes that possible.

The programs funded through this request do not simply produce events — they produce economic activity, community connection, and a destination identity that benefits every business in the district and every resident who calls Tomball home. With seven events planned across the grant period, the Alliance is making its strongest commitment yet to the growth and sustainability of Old Town Tomball. We are grateful for the Tomball EDC's continued partnership and respectfully request favorable consideration of this application.

Heart of Tomball Alliance | Old Town Tomball, Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

PROMOTIONAL AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **the Heart of Tomball Alliance**, a non-profit corporation (the “Alliance”). ,

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to promote local economic development and stimulate business and commercial activity within the City of Tomball (the “City”); and

WHEREAS, the Development Corporations Act, codified in Texas Local Government Code Chapters 501 through 505, allows the TEDC to spend up to ten percent of its annual revenues on promotional expenses; and

WHEREAS, the Alliance has proposed to provide promotional services by hosting and promoting a number of events in Tomball designed to bring visitors from outside Tomball into the city and to promote and grow Tomball businesses; and

WHEREAS, the Board of Directors has found that the promotional services proposed by the Alliance will publicize the city of Tomball for the purpose of developing new and expanded business enterprises in Tomball and

WHEREAS, the Alliance has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Alliance agree as follows:

**I.
PROMOTIONAL SERVICES**

1.1 Services Provided. The Alliance will provide the following promotional services;

A. **Event Production** - The Alliance will put on seven events, as further described in the Event Calendar in the Grant Application found in Exhibit A (the “Events”), which is attached hereto and incorporated by reference into this Agreement.

B. Marketing and Advertising – The Alliance will promote the Events through dedicated paid advertising campaigns, as described in Exhibit A. This may include the use of professional advertising management contractors.

C. Website and Digital Infrastructure – The Alliance will establish and maintain a website for the Alliance, which will promote the Events and Tomball businesses, as described in Exhibit B (“Website & Digital Infrastructure”).

D. Visitor Safety and Transportation – During the Events, the Alliance shall provide a shuttle service to transport visitors between designated locations in Old Town Tomball, and to provide other safety services during events to increase public safety during the Events, as described in Exhibit C (“Visitor Safety and Transportation”).

1.2 Timing of Services. All services provided pursuant to this Agreement shall be provided within 12 months of the Effective Date of this Agreement.

II. Payment

2.1. Payment. The TEDC shall pay the Alliance for the services under this Agreement on a reimbursement basis in an amount not to exceed Fifty-Three Thousand, One Hundred and Forty-Seven Dollars (\$53,147). The Alliance shall provide any costs for reimbursement to the TEDC with all invoices with line-item detail showing the cost, along with any necessary documentation showing how the cost qualifies for reimbursement under this Agreement. The TEDC shall have thirty (30) days to review the request for payment and either approve or deny the request or request additional information. Any request for reimbursement made beyond the first anniversary of the Effective Date of this Agreement shall not be eligible for reimbursement.

III. BREACH AND TERMINATION

3.1 Breach by Alliance. The failure of the Alliance to comply with any substantive obligation of this Agreement shall constitute a breach of this Agreement

3.2. Breach by TEDC. The failure of either TEDC to make the required sponsorship payments under Section 2.1 of this Agreement or to comply with any other substantive obligation of this Agreement shall constitute breach of this Agreement

3.3. Cure and Remedies. The TEDC shall provide written notice to the Alliance of any material breach of this Agreement by Alliance. The Alliance shall have thirty days (30) following receipt of said written notice to cure such breach. If the Alliance is unable to cure such breach within the window provided, this Agreement may be terminated by the TEDC and any unaccrued payments

by the TEDC under this Agreement may be withheld. Additionally, for any failure to hold the Events as required, the TEDC may demand repayment of any and all payments made under this Agreement. If the Alliance breach is caused by a failure to perform an obligation other than holding the Events as required and such breach cannot be reasonably cured, the TEDC may negotiate with the Alliance for a substituted act to be considered a remedy of the breach in lieu of termination. Notice of breach and opportunity to cure shall be in writing and delivered in a manner consistent with Section 4.3 of this Agreement.

IV.

Other Terms and Conditions

4.1 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that, if the performance of any obligations hereunder is delayed or cancelled by any cause reasonably beyond the control of the applicable Party obligated or permitted under the terms of this Agreement to do or perform the same, which makes performance by such Party illegal or impossible, including, without limitation, by reason of war; civil commotion; acts of God; unusually inclement or severe weather conditions; fire; pandemic (including, but not limited to, COVID-19); epidemic; declaration of disaster or emergency by the State of Texas, Tarrant County, or the City of Arlington; or other circumstances that are reasonably beyond the control of the applicable Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not (each, a “Force Majeure Event”), the Party so obligated or permitted will be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance will be extended for a period of time equal to the period such Party was delayed, unless the same results in canceling the relevant event. The Parties acknowledge that the occurrence of a Force Majeure Event shall not excuse a Party’s payment obligations under this Agreement.

4.2 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby, and this Agreement will be liberally construed so as to carry out the intent of the Parties to it.

4.3 Notices. Any notice, request or other communication required or permitted to be given under this Agreement must be given in writing by delivering via e-mail, overnight delivery service, or registered or certified mail, return receipt requested, addressed to the respective parties at the addresses shown herein (and if so given, deemed given when mailed). Any and all notices or communications or deliveries required or permitted to be provided hereunder shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered via facsimile or electronic mail prior to 5:00PM Eastern time on a business day in the United States and an electronic confirmation of delivery is received by the sender; (b) the next business day in the United States after the date of transmission, if such notice or communication is delivered later than 5:00PM Eastern time or on a day that is not a business day in the United

States; (c) the next business day following the date of mailing, if send by U.S. nationally recognized overnight delivery service; or (d) upon actual receipt by the Party to whom such notice is required to be given. Any Party's address for notice may be changed at any time and from time-to-time, but only after thirty (30) days' advance written notice to the other Parties and must be the most recent address furnished in writing by one Party to the other Parties. The giving of notice by one Party that is not expressly required by this Agreement will not obligate that Party to give any future notice.

TEDC:

Tomball Economic Development Corporation
Attn: Executive Director
29201 Quinn Road, Suite A
Tomball, TX 77375

Alliance:

Heart of Tomball Alliance
Attn: Vic Lawrence
13202 Spring Hollow Drive
Tomball, TX 77375

4.4. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS. This Agreement is subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City of Tomball's Charter and ordinances, as amended; provided, however, that any future Charter or ordinance amendment will not be deemed to modify, amend, or negate any provision of this Agreement.

4.5 No Waiver. The failure of any Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder will not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

4.6 VENUE AND CHOICE OF LAW. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Harris County, Texas. This Agreement is performable in Harris County, Texas.

4.7 NO THIRD-PARTY RIGHTS. The provisions and conditions of this Agreement are solely for the benefit of the Parties, and any lawful assign or successor of Alliance and are not intended to create any rights, contractual or otherwise, to any other person or entity.

4.8. AMENDMENT. No amendment, modification, or alteration of the terms of this Agreement will be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

4.9. INDEMNIFICATION.

a. THE ALLIANCE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE TEDC FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LAWSUITS, JUDGMENTS, ACTIONS, CAUSES OF ACTION, LIENS, LOSSES, EXPENSES, COSTS, FEES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE), PROCEEDINGS, DEMANDS, DAMAGES, LIABILITIES, OR SUITS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY OR MONETARY LOSS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (COLLECTIVELY, "THIRD PARTY CLAIMS"), ARISING OUT OF, OR RESULTING FROM ANY (i) BREACH BY ALLIANCE OF ITS REPRESENTATIONS HEREUNDER OR (ii) NEGLIGENCE OR WILLFUL MISCONDUCT BY USJC AND ITS OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, MEMBERS, PARTNERS, AND REPRESENTATIVES IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THIS AGREEMENT.

b. IF ANY THIRD PARTY CLAIM IS BROUGHT AGAINST THE AEDC IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, ALLIANCE, ON NOTICE FROM THE TEDC, MUST DEFEND SUCH THIRD PARTY CLAIM, AT ITS OWN EXPENSE.

c. This section will survive the expiration or termination of this Agreement.

4.10. ASSIGNMENT. The Parties hereto will not assign or transfer its interest herein without prior written consent of the other party, and any attempted assignment or transfer of all or any part hereof without such prior written consent will be void. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2026 (the “Effective Date”).

HEART OF TOMBALL ALLIANCE

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A
THE EVENTS

Event	Month
Purse Bingo	April 2026
Shop & Stroll	May 2026
Shop & Stroll	July 2026
Fashion Show	August 2026
Shop & Stroll	October 2026
Shop & Stroll	December 2026
Shop & Stroll	February 2027

Budget Category	Notes	Amount
MARKETING & ADVERTISING		
Paid Regional Advertising	\$2,500 × 7 events	\$17,500
Ad Management — Modern Marketing & Media	\$450/mo × 12 months	\$5,400
Marketing & Advertising Subtotal		\$22,900
EVENT PRODUCTION		
Event Materials	Décor, signage, supplies (7 events)	\$14,000
Event Production Total		\$14,000

EXHIBIT B
WEBSITE & DIGITAL INFRASTRUCTURE

Budget Category	Notes	Amount
WEBSITE & DIGITAL INFRASTRUCTURE		
Website Design & Development — Modern Marketing & Media	One-time fee	\$7,949
Website Hosting — Modern Marketing & Media	\$150/mo × 12 months	\$1,800
Events Calendar Pro Plugin	Annual license	\$149
Smashballoon Social Media Feed Plugin	Annual license	\$99
Website & Digital Total		\$9,997

DRAFT

EXHIBIT C

VISITOR SAFETY AND TRANSPORTATION

Budget Category	Notes	Amount
VISITOR SAFETY & TRANSPORTATION		
Circulator Shuttle Service	\$1,250 per event × 5 events	\$6,250
Safety & Transportation Total		\$6,250

DRAFT

RESOLUTION NO. 2026-22-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, APPROVING, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 505.158, A PROJECT OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE HEART OF TOMBALL ALLIANCE FOR ADVERTISING, PROMOTION, AND EVENT MARKETING IN OLD TOWN TOMBALL.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas (the “Council”) finds that Tomball Economic Development Corporation (the “TEDC”) is a duly created Type B economic development corporation under the laws of the State of Texas, established to promote and enhance economic development within the City of Tomball (the “City”); and

WHEREAS, the TEDC is authorized under Texas Local Government Code Chapter 505, including Section 505.158, to undertake projects that promote new or expanded business development; and

WHEREAS, the TEDC has proposed to enter into an Economic Development Agreement (the “Agreement”) with the Heart of Tomball Alliance to provide reimbursement for costs associated with initiating and operating a marketing, promotional, and event program in Old Town Tomball (the “Project”); and

WHEREAS, the Council finds that the Project constitutes a project authorized under Texas Local Government Code Section 505.158 and primarily promotes new or expanded business development within the City by increasing visitation, supporting local businesses, and enhancing commercial activity in Old Town Tomball; and

WHEREAS, the Council desires to approve the Project and support the TEDC Board of Directors in carrying out the Project in accordance with the Agreement;

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

THAT the City Council of the City of Tomball hereby finds and approves, pursuant to Texas Local Government Code Section 505.158, a project of the Tomball Economic Development Corporation (the “TEDC”) involving expenditures in an amount not to exceed **fifty-three thousand one hundred forty-seven dollars (\$53,147)** for reimbursement to the Heart of Tomball Alliance for costs associated with initiating and operating a marketing, promotional, and event program in Old Town Tomball (the “Project”), which the Council finds primarily promotes new or expanded business development, as more particularly described in Exhibit A attached hereto and incorporated herein for all purposes.

PASSED, APPROVED, and RESOLVED on first reading on _____.

PASSED, APPROVED, and RESOLVED on second reading on _____.

LORI KLEIN QUINN, MAYOR

ATTEST:

City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 4, 2026

Topic:

Approve Resolution 2026-19, a Resolution of the City Council of the City of Tomball, Texas, Appointing the City Manager as the Chief Executive Officer and Authorized Representative to Act in All Matters in Connection with the Texas Division of Emergency Management Building Resilient Infrastructure and Communities and Committing the City to Provide Matching Funds to Secure and Complete the grant application.

Background:

Funding has been made available through the Texas Division of Emergency Management (TDEM) for the Federal Emergency Management Agency Building Resilient Infrastructure and Communities (BRIC) grant program for Fiscal Years 2024 and 2025. The BRIC program is a nationally competitive grant initiative designed to support state and local governments in implementing proactive hazard mitigation projects that reduce long-term risks to people and property from natural disasters.

Eligible activities under the BRIC program include, but are not limited to:

- Acquisition and Demolition
- Wildfire Mitigation
- Non-localized Flood Risk Reduction Projects
- Infrastructure Retrofit
- Soil and Slope Stabilization

The BRIC grant is highly competitive, as the primary funding pool is open to applicants nationwide. Projects are evaluated based on technical merit, cost-effectiveness, and alignment with federal hazard mitigation priorities. Additional scoring advantages are awarded to projects that are advanced in design, demonstrate strong benefit-cost ratios, and leverage other funding sources.

City staff has reviewed the BRIC scoring criteria and evaluated potential projects for submission. Based on this analysis, the S. Persimmon & Timkin Road Improvements project is identified as the most competitive candidate. This determination is supported by the following factors:

- The project is currently nearing 30% design completion and is anticipated to be substantially advanced by the time of grant award, aligning with BRIC preferences for “shovel-ready” projects.
- The project directly addresses drainage and infrastructure resilience needs, consistent with BRIC program priorities.
- The City has already secured approximately \$5,000,000 in Community Project Funding (CPF), which can be leveraged to reduce the overall BRIC funding request and improve the project’s competitiveness by demonstrating financial commitment and partnership.

Should City Council provide direction to proceed, staff will initiate the pre-application process, including preparation of required procurement documents for grant administration and coordination with engineering consultants to finalize project scope, cost estimates, and benefit-cost analysis. Submission of the BRIC pre-application will position the City for invitation into the full application phase.

This Resolution will appoint the City Manager as the CEO, authorize the grant application for the Texas Division of Emergency Management – FEMA BRIC grant, and commit to a 10% local match for the total grant funds received.

Origination: Project Management

Recommendation:

Staff recommends approving Resolution 2026-19 appointing the City Manager as the Chief Executive Officer and authorized representative to act in all matters in connection with the TDEM – FEMA BRIC Grant and committing the City to provide matching funds to secure and complete the grant application.

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

FUNDING (IF APPLICABLE)

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

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

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

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

RESOLUTION NO. 2026-19

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS APPOINTING THE CITY MANAGER AS THE
CHIEF EXECUTIVE OFFICER AND AUTHORIZED
REPRESENTATIVE TO ACT IN ALL MATTERS IN
CONNECTION WITH THE TEXAS DIVISION OF EMERGENCY
MANAGEMENT FEMA BUILDING RESILIENT
INFRASTRUCTURE AND COMMUNITIES AND COMMITTING
THE CITY TO PROVIDE MATCHING FUNDS TO SECURE AND
COMPLETE THE GRANT APPLICATION.**

* * * * *

WHEREAS, the City of Tomball, Texas is developing applications for Texas Division of Emergency Management (TDEM) FEMA Building Resilient Infrastructure and Communities (BRIC) funds to protect public and or private property within the City to prevent or reduce future loss of lives or property; and

WHEREAS, applicants are required to appoint an official to act as the Authorized Representative in all matters in connection with the BRIC Grant; and

WHEREAS, applicants are required to commit 10% or more matching funds to secure and complete the BRIC Grant;

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

SECTION 1. That the City of Tomball, Texas is authorized to submit an application for TDEM FEMA BRIC Grant.

SECTION 2. That the City Manager be appointed the Chief Executive Officer and Authorized Representative to act on behalf of the city in all matters in connection with the BRIC Grant.

SECTION 3. That the City is committing to provide 10% or more matching funds in contribution to the BRIC grant project.

PASSED, APPROVED, AND RESOLVED this 4 day of May 2026.

Lori Klein Quinn
Mayor

ATTEST:

Thomas Harris III
City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 4, 2026

Topic:

Approve, on First Reading, Resolution No. 2026-21-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving an amendment to the Debt Service Contribution Agreement by and between the Corporation and the City of Tomball to make direct incentives to, or expenditures for, improvements to the South Wastewater Treatment Plant Expansion project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code.

Background:

The Tomball Economic Development Corporation (TEDC) previously approved Resolution No. 2025-15-TEDC, which provided for an annual debt service payment to the City of Tomball in the amount of \$1,000,000 for a period of twenty (20) years. This funding supports the City's South Wastewater Treatment Plant Expansion Project, a capital improvement project with an estimated total cost exceeding \$70,000,000.

During the FY 2026 budget process, the City of Tomball requested an additional annual contribution of \$500,000 to further support the expansion of the South Wastewater Treatment Plant. This additional funding was incorporated into the adopted TEDC budget.

However, upon recent review of TEDC records, it has been determined that the agreement was never formally amended to reflect this additional \$500,000 annual contribution.

This amendment will formally authorize and document the additional annual payment of \$500,000, consistent with the adopted FY 2026 budget.

At its meeting on April 14, 2026, the TEDC Board of Directors unanimously approved the amendment to the Debt Service Contribution Agreement with the City of Tomball for improvements to the South Wastewater Treatment Plant Expansion project as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The Tomball City Council has final approval authority over all projects and agreements of the TEDC.

Origination: David Esquivel, City Manager, City of Tomball

Recommendation:

Approval of the proposed amendment to the Debt Service Contribution Agreement.

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

FUNDING (IF APPLICABLE)

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

Yes: X No:

If yes, specify Account Number: # City Debt Service_
Southside Sewer Plant
Expansion (2025)

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

Signed Kelly Violette Approved by _____
Executive Director-TEDC Date City Manager Date



City of Tomball

Lori Klein Quinn
Mayor

David Esquivel, PE
City Manager

July 28, 2025

Kelly Violette, Executive Director
Tomball Economic Development Corporation
29201 Quinn Rd, Suite B
Tomball, TX 77375

RE: FY 2025-2026 (FY26) City/TEDC Funding Request Letter

Kelly,

The City of Tomball and Tomball Economic Development Corporation have a long history of cooperation and working together to bring about projects for the betterment of Tomball. Together, we have invested in many projects that have generated a tremendous return for our community, and the City Council and the TEDC Board have continued to seek ways to work together.

To continue our efforts, the City of Tomball is requesting the TEDC consider funding the following new projects in FY 2025-2026:

Project	Amount
Additional contribution to SWWTP debt service (Reoccurring yearly)	\$500,000
Real property acquisition assistance (one-time expenditure)	\$2,300,000
TOTAL	\$2,800,000

In addition to these requests, the City and TEDC have agreed to the continued funding of the following:

Project	Previously Committed	New Request
FM 2920 Utility Relocation (total requested: \$4,000,000 over 3 years)		
-FY 2024-2025 Commitment	\$1,000,000	
-FY 2025-2026 Request		\$1,000,000
FM 2920 Upsizing of Trees	\$1,500,000	
TOTAL	\$2,500,000	\$1,000,000

Pursuant to the existing agreements between the City and TEDC, the TEDC will also be responsible for the following in FY 2025-2026:

Project	Amount
Administrative services fee	\$55,345
Annual Debt Service (previously committed debt service)	\$1,770,635
TOTAL	\$1,825,980

In summary, the total requested new funds for FY26 are \$3,800,000. Please let me know if you need any additional information regarding these projects and the City's funding request.

Best,

A handwritten signature in blue ink, appearing to read "David Esquivel". The signature is fluid and cursive, with the first name "David" being more prominent than the last name "Esquivel".

David Esquivel, PE
City Manager

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF TOMBALL AND THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF IMPROVEMENTS AND PAYMENT OF OBLIGATIONS ISSUED FOR IMPROVEMENTS TO THE SOUTH WASTEWATER TREATMENT PLANT

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §

This First Amendment to the Agreement by and between the CITY OF TOMBALL, TEXAS (the “City”) and the TOMBALL ECONOMIC DEVELOPMENT CORPORATION (the “TEDC”) (collectively the “Parties,” and each individually a “Party”) is entered into as of the ____ day of _____, 2026, pursuant to the provisions of the Development Corporations Act, codified in Chapters 501 through 505 of the Texas Local Government Code (the “Act”).

RECITALS

WHEREAS, the City and the TEDC previously entered into agreements related to the funding and construction of certain public improvements, including those outlined in City Resolutions 2013-12, 2016-25, 2025-15-TEDC and which were included in the Agreement between the City and the TEDC, effective May 6, 2025 (the “Original Agreement”) to provide funding for infrastructure and improvements, including the South Wastewater Treatment Plant Expansion Project (the “Project”); and

WHEREAS, the Project constitutes a qualified project under the Act and has been previously approved by the City and TEDC after the appropriate notice and hearings were held; and

WHEREAS, the expected cost of constructing the Project has exceeded initial estimates and requires additional investment from the Parties to be successfully completed; and

WHEREAS, the Parties desire to formalize this First Amendment to the Agreement to facilitate the TEDC’s payment of increased costs in order to achieve the objectives of the Project.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the City and the TEDC agree as follows:

Section 1. Premises Incorporated. All the premises of this First Amendment contained in the Recitals above are hereby incorporated into this First Amendment.

Section 2. Exhibit C Amended. Exhibit C of the Original Agreement is hereby amended and replaced in its entirety by the **Exhibit C TEDC Debt Service Payment Schedule (First Amendment)**, which is attached hereto and incorporated herein.

Section 3. Entire Agreement and Conflict. This First Amendment, along with the Original Agreement, contains the entire agreement of the parties with respect to the matters contained herein and may not be modified, amended, or terminated except upon the provisions hereof or by the mutual written agreement of the Parties. In the event of conflict between this First Amendment and the Original Agreement, this First Amendment shall control.

Section 4. Consideration. This First Amendment is executed by the parties hereto without coercion or duress, and for substantial consideration, the sufficiency of which is hereby acknowledged.

Section 5. Counterparts. This First Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile or other electronic signature will also be deemed to constitute an original if properly executed.

Section 6. Savings/Severability. In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this First Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 7. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(signature page to follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

City Secretary

TOMBALL ECONOMIC
DEVELOPMENT CORPORATION

President, Board of Directors

ATTEST:

Secretary, Board of Directors

EXHIBIT C
TEDC DEBT SERVICE PAYMENT SCHEDULE (FIRST AMENDMENT)

YEAR	PAYMENTS OBLIGATED IN RES. 2013-12 SERIES 2013 BUSINESS PARK INFRASTRUCTURE	PAYMENTS OBLIGATED IN RES. 2016-25 SERIES 2016 MEDICAL COMPLEX DRIVE SECTION 4B & PERSIMMON ST.	SOUTH WASTEWATER TREATMENT PLANT EXPANSION	ANNUAL PAYMENT
2025	\$547,312.50	\$222,222.00	\$1,000,000	\$1,769,534.50
2026	\$548,412.50	\$222,222.00	\$1,500,000	\$2,270,634.50
2027	\$548,737.50	\$222,222.00	\$1,500,000	\$2,270,959.50
2028	\$548,275.00	\$222,222.00	\$1,500,000	\$2,270,497.00
2029	\$551,925.00	\$222,222.00	\$1,500,000	\$2,274,147.00
2030	\$549,056.25	\$222,222.00	\$1,500,000	\$2,271,278.25
2031	\$549,600.00	\$222,222.00	\$1,500,000	\$2,271,822
2032	\$549,075.00	\$222,222.00	\$1,500,000	\$2,271,297
2033	\$548,100.00	\$222,222.00	\$1,500,000	\$2,270,322
2034		\$222,222.00	\$1,500,000	\$1,722,222
2035		\$222,222.00	\$1,500,000	\$1,722,222
2036		\$222,222.00	\$1,500,000	\$1,722,222
2037		\$222,226.00	\$1,500,000	\$1,722,226
2038			\$1,500,000	\$1,500,000
2039			\$1,500,000	\$1,500,000
2040			\$1,500,000	\$1,500,000
2041			\$1,500,000	\$1,500,000
2042			\$1,500,000	\$1,500,000
2043			\$1,500,000	\$1,500,000
2044			\$1,500,000	\$1,500,000

RESOLUTION NO. 2026-21-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF TOMBALL AND THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION FOR THE FUNDING OF PUBLIC IMPROVEMENTS AND PAYMENT OF OBLIGATIONS RELATED TO THE SOUTH WASTEWATER TREATMENT PLANT EXPANSION PROJECT.

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”), and the Tomball Economic Development Corporation (the “TEDC”) previously entered into an Agreement effective May 6, 2025 (the “Original Agreement”), for the funding of public improvements and the payment of debt obligations related to infrastructure projects, including the South Wastewater Treatment Plant Expansion Project (the “Project”); and

WHEREAS, the Project constitutes a qualified project under the Development Corporations Act, Texas Local Government Code Chapters 501–505, and has been previously approved by the City and the TEDC following all required notices and hearings; and

WHEREAS, the Original Agreement provided for TEDC participation in debt service payments, including annual contributions of one million dollars (\$1,000,000); and

WHEREAS, due to increased construction and project costs, the City and the TEDC desire to amend the Original Agreement to provide for additional TEDC funding in the amount of five hundred thousand dollars (\$500,000) annually, for a total annual contribution of one million five hundred thousand dollars (\$1,500,000), for the years 2026 through 2044, as reflected in the amended debt service schedule attached as Exhibit C to the First Amendment; and

WHEREAS, the City Council finds that the Project and the amended funding obligations continue to constitute authorized projects under Texas Local Government Code Chapter 505 and primarily promote new or expanded business development within the City by supporting essential infrastructure necessary for commercial and industrial growth; and

WHEREAS, the City Council desires to approve the First Amendment to the Agreement and authorize its execution;

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

THAT the City Council hereby approves the **First Amendment to the Agreement between the City of Tomball and the Tomball Economic Development Corporation** for the funding of public improvements and the payment of obligations related to the South Wastewater Treatment Plant Expansion Project, which amends the debt service payment schedule to provide for

additional TEDC contributions of five hundred thousand dollars (\$500,000) annually, for a total annual contribution of one million five hundred thousand dollars (\$1,500,000), for the years 2026 through 2044, as more particularly set forth in the First Amendment attached hereto.

THAT the City Manager, or his designee, is hereby authorized to execute the First Amendment and any related documents necessary to effectuate the purposes of this Resolution.

PASSED AND APPROVED on first reading this ____ day of _____, 2026.

PASSED, APPROVED, AND RESOLVED on second and final reading this ____ day of _____, 2026.

LORI KLEIN QUINN, Mayor

ATTEST:

City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 4, 2026

Topic:

Meet & Greet- Interview of and discussion on candidates for four (4) appointments to the Tomball Economic Development Corporation.

Background:

During this meeting, candidates will have the opportunity to introduce themselves and respond to any questions.

The Tomball Economic Development Corporation Board of Directors provides important direction by making key decisions that promote economic vitality in Tomball. These community leaders are committed to advancing Tomball's strategic business growth, while enhancing quality of life for residents of Tomball.

The TEDC Board of Directors consists of seven members appointed by the Tomball City Council for two-year terms. Board members must be residents of Tomball.

<u>TEDC Member</u>	<u>Term Ends</u>
Latrell Shannon	05/31/2026
Brock Hendrickson	05/31/2026
Danny Hudson	05/31/2026
William Sumner Jr.	05/31/2026

Current members were all contacted, and the following members would like to be reappointed:

Latrell Shannon

Additionally, we received applications from the following individuals:

Angie Johnson
Colleen Pye
Matthew Williams
Sherrie Meicher
Earl Detwiler
Owen Howard
Cody Miller

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 May 18, 2026, and their terms will end 05/31/2028.

Origination: Mayor Lori Klein Quinn

Recommendation: n/a

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

Shannon Bennett, Assistant City Secretary

FUNDING (IF APPLICABLE)

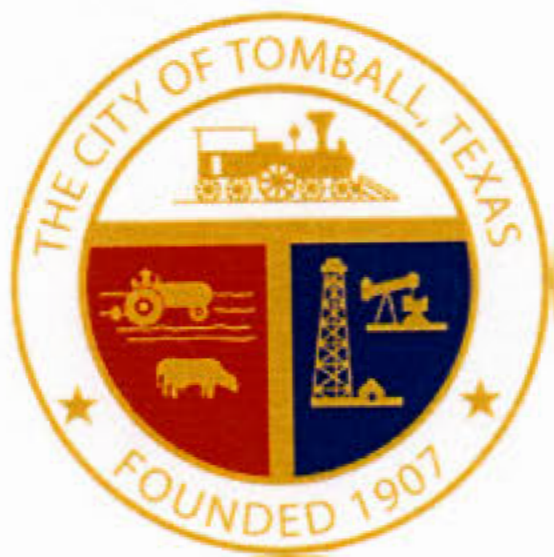
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed _____
Staff Member Date

Approved by _____
City Manager Date



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: 3/26/2026

Name: Angie Johnson

Phone: [REDACTED]

(Home)

Address: [REDACTED]

Phone: n/a

(Work)

City/State/Zip [REDACTED]

Cell: n.a

Email: [REDACTED]

I have lived in Tomball 30 years.

I am am not a U.S. Citizen

Occupation: Purchaser

Professional and/or Community Activities: _____

Volunteer ESL teacher - 2 years at Harris County Library at Lone Star, currently tutoring English for citizenship testing

Tomball High School band volunteer - support students and parents at games and competitions and volunteer at concession stands

Additional Pertinent Information/References: _____

Certified Texas Contract Developer and Certified Texas Contract Manager

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I'm interested in volunteering my time because I'd like to be more civically engaged and contribute to decision making that will be in the best interest to the City of Tomball. I believe I can use my professional background to participate in in city processes that will continue to shape growth and quality of life in my 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
- 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

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.

Angie Johnson

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.

City of Tomball

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**

Angie Johnson

2 **Office Held**

TEDC

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

n/a

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

n/a

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted n/a Description of Gift n/a

Date Gift Accepted n/a Description of Gift n/a

Date Gift Accepted n/a Description of Gift n/a

(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.

Angie Johnson

Digitally signed by Angie Johnson
Date: 2026.03.25 13:13:10 -05'00'

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____

20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

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.

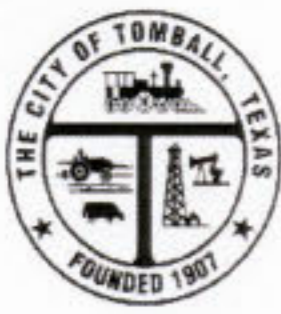
Local Government Code § 176.003(a)(2)(A):

- (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.

Angie Johnson Digitally signed by Angie Johnson
Date: 2026.03.25 13:10:35 -05'00'

3/25/2026

Board Member's Signature

Date

Angie Johnson

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:

Name: Earl Detwiler

Address: _____

City/State/Zip _____

Email: _____

Date: 05/08/2025

Phone: _____

Phone: _____

Cell: _____

(Home)

(Work)

I have lived in Tomball 12 years.

I am am not ___ a U.S. Citizen

Occupation: Electronics Technicians,

Professional and/or Community Activities: Chaplain Member Tomball Art League
Ordained Minister Sheriff Chaplain Assistant, Associate Instructor for
Travis Bible School Associate Family Counseling, painting,
By way of Still Art.

Additional Pertinent Information/References: _____

MR Paul Muffet 832-914 8323
 MR David Ginch 832-818-5826
 MR JERRY Lonhan 717-309-0198

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.

Like The direction in which Tomball is going, my people skills with public speaking and Record Keeping, Book Keeping, marketing Taxes and openly time in matters that pertain to accountability is my past, and listening to other people ideas, generate a logical decision making. willings To give time and interest To group ideas

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

- 2 () Planning & Zoning Commission
- () Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- 1 () Tomball Economic Development Corporation
- 3 () 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

- 4 () Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

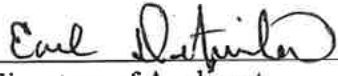
Non-profit Corporation Boards

- 5 () 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: 281-290-1002
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

NA

Carl [Signature]

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 176.003(a)(1) with a local governmental entity and the vendor meets requirements under Section 176.005(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 176.005(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.

NA Conf. [Signature]

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT <small>(Instructions for completing and filing this form are provided on the next page.)</small>		FORM CIS
<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>	OFFICE USE ONLY Date Filled: _____	
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 _____		
<small>(attach additional forms as necessary)</small>		
6 SIGNATURE		
<small>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 Codes 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.</small>		
_____ <small>Signature of Local Government Officer</small>		
Please complete either option below:		
(1) Affidavit		
NOTARY STAMP/SEAL		
Subscribed 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 _____		
<small>(street)</small>	<small>(city)</small>	<small>(state) (zip code) (county)</small>
Executed in _____ County, State of _____ on the _____ day of _____, 20____		
_____ <small>Signature of Local Government Officer/Declarant</small>		

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

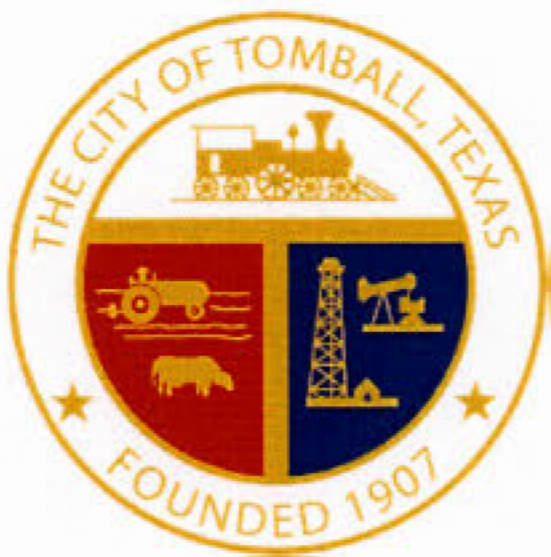
___ information that reveals whether I have family members.

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.

Earl Detwiler
Board Member's Signature

05/08/2025
Date

Earl Detwiler
Board Member's Printed Name



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: 4/15/2026

Name: Cody Miller

Phone: [REDACTED]

(Home)

Address: [REDACTED]

Phone: _____

(Work)

City/State/Zip: [REDACTED]

Cell: _____

Email: [REDACTED]

I have lived in Tomball 1 years.

I am ___ am not ___ a U.S. Citizen

Occupation: _____

Director of Government Affairs, Greater Houston Builders

Professional and/or Community Activities: _____

Government affairs professional specializing in land use, infrastructure, and development policy across the Greater Houston region. In my role with the Greater Houston Builders Association, I work with municipalities, counties, and regional stakeholders on subdivision regulations, permitting, utilities, and housing affordability, with a focus on supporting responsible growth and expanding the local tax base.

~~I regularly engage with elected officials, economic development staff, and industry leaders to align public policy with long-term economic opportunity. My work provides insight into how residential development drives job creation, retail growth, and broader community investment.~~

Additional Pertinent Information/References: _____

~~Tomball resident with a strong understanding of the region's growth dynamics and the importance of balancing economic development with community character. I am committed to supporting strategic, sustainable growth that strengthens Tomball's business environment and long-term fiscal health.~~

~~Graduate of the University of Houston. I live in Tomball with my wife and our two children.~~

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- 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

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.)

<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>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: center;">_____</p> <p style="text-align: center;">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 _____, 20_____, to certify which, witness my hand and seal of office.</p> <p>Signature of officer administering oath _____ Printed name of officer administering oath _____ 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 _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year)</p> <p style="text-align: center;">_____</p> <p style="text-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

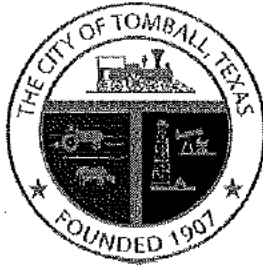
information that reveals whether I have family members.

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.

Board Member's Signature

Date

Board Member's Printed Name



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: 4/10/2026

Name: Owen Howard

Phone: _____

(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

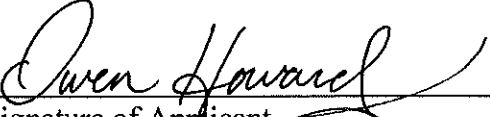
Non-profit Corporation Boards

- 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

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: 5/26/24

Name: Sherric M. Meicher Phone: [Redacted] (Home)

Address: [Redacted] Phone: N/A (Work)

City/State/Zip: [Redacted] Cell: [Redacted]

Email: [Redacted]

I have lived in Tomball 42 years. I am am not a U.S. Citizen

Occupation: Congressional Representative (Retired)
Secondary Educator

Professional and/or Community Activities:
Texas Teacher Retirement Association
Director - Southeast Texas Finance Corporation
MEMBER - CTAAB
Past Incumbent Director of Tomball Museum
MEMBER - Salem Lutheran Church Tomball
Past Director of Tomball Regional Medical Center
Past Director Parks & Recreation
Past Director of Harris County American Legion Board

Additional Pertinent Information/References:

Ken Williams - Executive Director - Southeast TEXAS Housing Finance Corporation
Bruce Hillgeist - President - CTAAC

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 am a longtime resident of Tomball, TX, I have always been interested in serving my community in various capacities. I have had extensive experience with serving on boards in areas of planning and finance, I would like to continue to be a part of planning future endeavors of

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: 281-290-1002
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.

N/A

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

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

N/A

Name of Officer

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

N/A

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

Yes No

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

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

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

7 *Shane M. Meicher*

Signature of vendor doing business with the governmental entity

5/28/24

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.

Shane M. Meicher N/A

N/A

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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 align="center">OFFICE USE ONLY</p> <p>Date Received _____</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>1 Name of Local Government Officer</p> <hr/> <p>2 Office Held</p> <hr/> <p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p> <hr/>		
<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> <hr/>		
<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>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>		

N/A

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.

Sherrie M. Meicher 5/26/24
Board Member's Signature Date

Sherrie M. Meicher
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 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.

Sherric M. Meichel
Signature of Applicant for Appointment

Sherric M. Meichel
Printed Name of Applicant

5/26/24
Date:

Sherrie M. Meicher

Biography

I have been a resident of Tomball, TX for the past 42 years. [REDACTED]

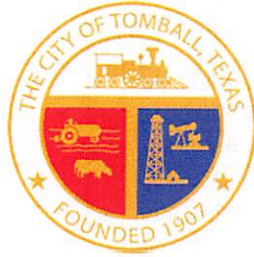
[REDACTED] I am retired and own my own home and plan to live in Tomball for the rest of my life because I love this city.

I was a secondary high school teacher for 26 years. The classes I taught were Government, History, Economics, and Geography. I worked with the debate team and drill teams. I'm a graduate of the University of Missouri and went to graduate school at the University of Houston – Clear Lake where I majored in History, Education, and Cultural studies.

When I moved to Texas, I picked up a minor degree in business at Sam Houston State University.

I was Chairman of the Conroe ISD Insurance Committee and served on the Textbook Committee.

I worked for Congressman Michael T. McCaul for almost 20 years as a Field Representative and Caseworker for the 10th Congressional District.



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: 3/25/2026

Name: Colleen Pye

Phone: 281-932-2784

Address: 411 Fannin Unit A

Phone: _____ (Home)

City/State/Zip Tomball, TX 77375

Cell: 281-932-2784 (Work)

Email: info@colleenpye.com

I have lived in Tomball 12 years.

I am am not a U.S. Citizen

Occupation: _____

Realtor

Professional and/or Community Activities: P& Zoning (Tomball), Tidy up Tomball Ambassador for Tomball Chamber, TEAM Volunteer

Additional Pertinent Information/References:

 Scott Moore - 713-299-1552

 John Ford - 832-953-9009

 Dane Punnegan - 713-828-9699

 Lisa Covington 281-799-1808

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- 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

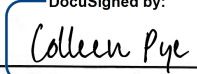
Non-profit Corporation Boards

- 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.**

DocuSigned by:

Signature of Applicant
(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-351-5484
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 35, Handbook)



CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**
 For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

NA

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

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

NA

Name of Officer

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

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

Yes No *NA*

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

Yes No *NA*

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

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

7

Colleen B...

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 NA

2 Office Held NA

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code NA

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. NA

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted NA Description of Gift _____

Date Gift Accepted NA Description of Gift NA

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

[Signature] NA

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____ 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath _____

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.

(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of Local Government Officer (Declarant)

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.

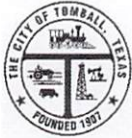
Local Government Code § 176.003(a)(2)(A):

- (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.

Colleen Rye
Board Member's Signature

3-25-2026
Date

Colleen Rye
Board Member's Printed Name



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2023 will expire in 2025.

Please Type or Print Clearly:

Name: Matt Williams

Address: [REDACTED]

City/State/Zip [REDACTED]

Email: [REDACTED]

Date: 2/24/2025

Phone: N/A
(Home)

Phone: N/A
(Work)

Cell: [REDACTED]

I have lived in Tomball 7 years.

I am am not a U.S. Citizen

Occupation: Business Development, Stellar Drilling Fluids

Professional and/or Community Activities: AADE-Oil&Gas Industry Event, Tomball Little League (Coach/Parent), Tomball Bible Church member and childrens ministry/Sunday school teacher

Additional Pertinent Information/References: BoA alternate member and applicant for other committees

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

Want to ensure boards/commissions are represented by different demographics to ensure that the work of the city is receiving inputs from all types of residents that make the best use of the cities plans, investment, and businesses.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- 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: 281-290-1002
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

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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 176.008(a).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>N/A</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <p style="text-align: center;"> Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;"><u>2/24/25</u> Date</p>	

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

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>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of Local Government Officer N/A</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>	

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____

20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
OR		

(2) Unsworn Declaration

My name is **Matthew Daniel Williams** and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

Executed in _____ County, State of _____, on the **24** day of **Feb** 20 **25**

Signature of Local Government Officer (Declarant)



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

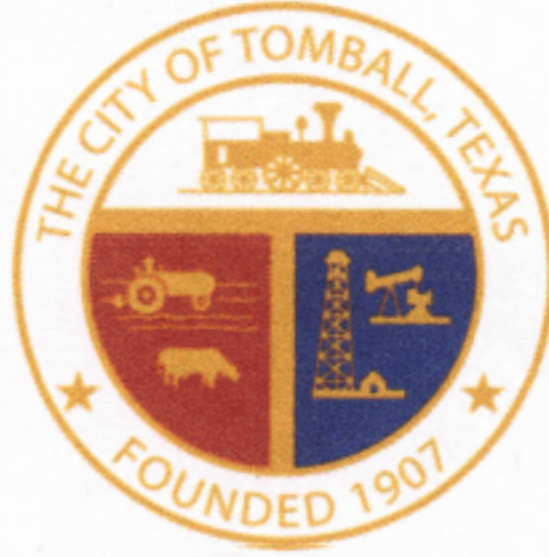
Board Member's Signature

Feb 24, 2025

Date

Matthew Daniel Williams

Board Member's Printed Name



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2026 will expire in 2028

Please Type or Print Clearly:

Date: 4-3-2026

Name: LATRELL SHANNON

Phone: 281-351-5278

Address: 823 LIZZIE LANE

Phone: 713-828-2762 (Home)

City/State/Zip TOMBALL, TX. 77375

Cell: 713-828-2762 (Work)

Email: 150175@swbell.net

I have lived in Tomball 66 years.

I am am not a U.S. Citizen

Occupation: • RETIRED FROM AT&T AS A DESIGN DRAFTSMAN

• RETIRED REAL ESTATE BROKER

• COMMUNITY ACTIVIST

Professional and/or Community Activities: NOTARY PUBLIC, MEMBER OF THE NATIONAL-STATE & HOUSTON ASSOCIATION OF REALTORS. SERVED ON THE FOLLOWING BOARDS & COMMISSIONS FOR THE CITY OF TOMBALL: (1) PARKS BOARD (2) ZONING COMMISSION (3) BOARD OF ADJUSTMENTS (4) PLANNING & ZONING (5) CITY CHARTER COMMISSION & REVIEW BOARD (6) COMPREHENSIVE AND MASTER PLAN FOCUS GROUP (7) PARKS COMPREHENSIVE PLAN (8) CITIZENS POLICE ACADEMY ASSOCIATION (9) POLICE V.I.P.S. (VOLUNTEER IN

(CONTINUED)

Additional Pertinent Information/References: POLICING PROGRAM. (10) TOMBALL REGIONAL HOSPITAL (FORMER) BOARD OF DIRECTORS (11) TOMBALL REGIONAL HEALTH FOUNDATION (FORMER) BOARD OF DIRECTORS BOGS-HUGHSMITH CEMETERY ASSOCIATION (HISTORIAN) WOODLANDS CHURCH ELECTION JUDGE FOR BOTH HARRIS COUNTY & CITY OF 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 WOULD LIKE TO BE CONSIDERED FOR RE-APPOINTMENT TO THE ECONOMIC DEVELOPMENT CORPORATION BOARD BECAUSE I FEEL THAT WITH MY 40 PLUS YEARS OF CONTINUED VOLUNTEERISM AND SERVICES TO THE CITY AND MY 66 YEARS AS A CITIZEN OF TOMBALL, I BRING MANY YEARS OF EXPERIENCE, HISTORY & KNOWLEDGE AS TO THE GROWTH AND MAKE-UP OF OUR TOWN. I AM CURRENTLY SERVING ON THE E.D.C. BOARD AND ITS LEGACY SQUARE COMMITTEE. I WOULD LOVE TO CONTINUE IN THIS CAPACITY IN ORDER TO SEE SOME

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.

OF OUR PLANNED PROJECTS COME TO FRUITION AND FOR CONTINUED GROWTH IN OUR COMMUNITY

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

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

Biography for LatreLL Shannon

Graduate - Tomball High School 1972

Associate Degree - (North Harris County College) — now called Lone Star
College

B.S. Business Management - LeTourneau University

Honors Graduate - Center for Advanced Legal Studies (Paralegal Program)

Licensed Real Estate Broker

Licensed Notary Public

66 Year Resident of Tomball

Voted 2018 Tomball Citizen of
the Year

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS,
AND COMMITTEES.**



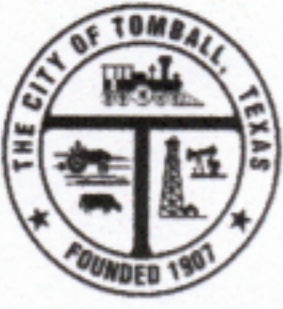
Signature of Applicant

(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)



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.

Latrell Shannon
Board Member's Signature

4-3-2016
Date

LATRELL SHANNON
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 4-3-2026 (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.

Latrell Shannon

Signature of Applicant for Appointment

LATRELL SHANNON

Printed Name of Applicant

4-3-2026

Date:

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?

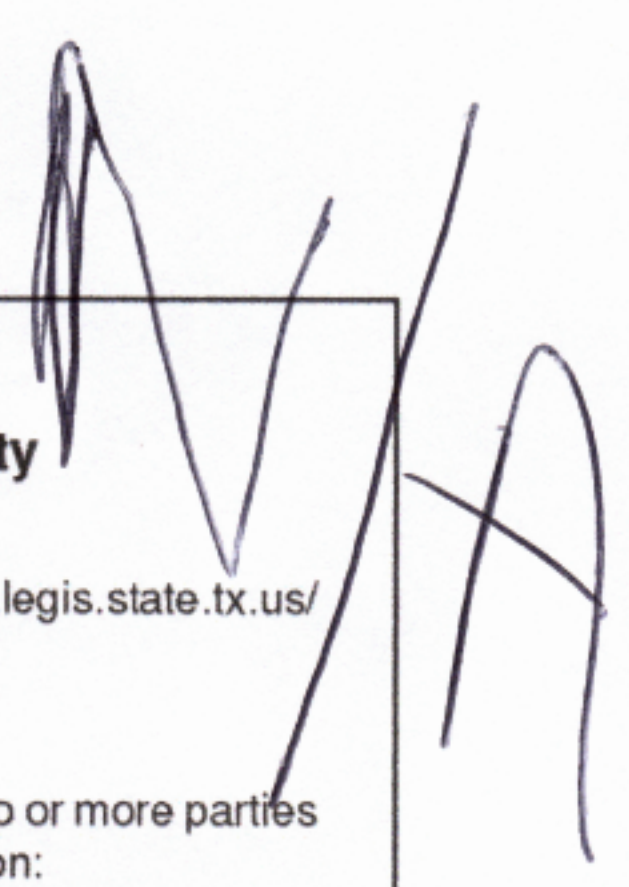
Yes No

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

4-3-2026
 Date



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted	Description of Gift
Date Gift Accepted	Description of Gift
Date Gift Accepted	Description of Gift

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

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)

Latrell Brown 4/3/2026

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.