

**NOTICE OF WORKSHOP 5:00 P.M./REGULAR COUNCIL AGENDA 6:00 P.M.  
CITY OF TOMBALL, TEXAS**



**Monday, December 15, 2025  
5:00 P.M.**

**Notice is hereby given of a Workshop/Regular meeting of the Tomball City Council, to be held on Monday, December 15, 2025 at 5:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.**

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): **+1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 879 2642 9504 Passcode: 477395.** The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- C. General Discussion
  - 1. Presentation of updated graphic concepts for Gateway Monument designs from Westwood.
  - 2. Discussion on two appointments to the Tomball Regional Health Foundation (TRHF) Board of Directors for three-year terms beginning January 1, 2026.
  - 3. Discussion and direction on possible Charter Amendments for a 2026 Special Election.

- D. Proposed Future Agenda Items *[The following items are provided for informational purposes for City Council and public review. Any item may be pulled for separate discussion at Council's request.]*
1. Workshop Discussion Only – Approve a Professional Services Agreement with Oller Engineering, Inc. for the design of the relocation of utilities along FM 2920, Project Number 2014-10031, for a not-to-exceed amount of \$765,541, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project is included in the adopted FY 2026-2030 Capital Improvement Plan, and the contract costs will be reimbursed by the TEDC as approved in Resolution No. 2025-14.
- E. Recess/Reconvene at 6:00 p.m.
- F. Invocation led by Pastor Alonso Blanchet, Real Life Ministries.
- G. Pledges to U.S. and Texas Flags
- H. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- I. Presentations
1. Proclamation – “International “WeLoveU Foundation Day”
- J. Reports and Announcements
1. Announcements
1. **Upcoming events:**
- January 6, 2026 – Blood Drive from 10:00 a.m. – 2:15 p.m. at Fire Station #1 (1200 Rudel St.)
  - January 8, 2026 – Kaffeeklatsch from 8:30 – 10:00 a.m. 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:

K. 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. Approve, on Second Reading, Resolution No. 2026-03-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 Performance Agreement by and between the Corporation and Maria Jordan MD PA to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business enterprise related to the development and construction of a medical office building to be located at 0 Alma Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$8,577.00.
2. Approve, on Second Reading, Resolution No. 2026-04-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 Performance Agreement by and between the Corporation and Tara Builders, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction and development of a multibuilding office/warehouse park to be located at 1711, 1721 and 1801 South Persimmon Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$61,336.00.
3. Approve, on Second Reading, Resolution No. 2026-05-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 Performance Agreement by and between the Corporation and CKM Property Management, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 14011 Park Drive, Suite 112, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$7,299.00.
4. Approve, on Second Reading, Resolution No. 2026-06-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 Performance Agreement by and between the Corporation and Murchison Spice Company, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be

located at 1710 S. Cherry Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

- L. 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 December 1, 2025, Regular City Council meeting.
2. Approve request from Tidy Up Tomball for City Support and In-Kind Services for Tidy Up Tomball event in downtown Tomball and nearby areas, on Saturday, April 11, 2026 from 8:00 – 11:30 a.m.
3. Consideration of and action on revising Tourism Advisory Committee Board meetings to as needed.
4. Approve the City Manager and Fire Chief to execute the necessary documents for a Memorandum of Understanding with the Texas Department of Emergency Management for the City of Tomball to provide resources for Emergency Management Assistance Programs.
5. Approve the purchase of a vehicle from Silsbee Ford through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of \$136,010.05, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. This item was not included in the FY 2025-2026 budget as they are both related to an insurance claim.

- M. New Business

1. Approve the expenditure of greater than \$100,000 with Olson & Olson L.L.P, for legal services, the total not-to-exceed amount to \$150,000.00 approve the expenditure of funds thereof and authorize the City Manager to execute any and all documents related to the expenditure. This expenditure is included in the FY 2025-2026 budget.
2. 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.

3. Consideration of and action on Resolution No. 2025-57, a Resolution of the City Council of the City of Tomball, Texas, determining that a fee simple title is needed to be acquired from Joseph A. and Gloria A. Foltin for the construction, operation, and maintenance of municipal facilities as a part of the Tomball Master Facilities Project for the city of Tomball, Texas; and authorizing the institution of eminent domain proceedings.

N. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 9th day of December 2025 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

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Thomas Harris III, TRMC  
City Secretary

<p>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.</p>
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# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** December 15, 2025

**Topic:**

Presentation of updated graphic concepts for Gateway Monument designs from Westwood.

**Background:**

Westwood presented updated graphic concepts to City Council in August. The City Council provided feedback to contractors with clearer directions. City Management and staff then had a follow-up meeting with Westwood in October for more clarity.

**Origination:**

**Recommendation:**

Consider the updated presentation from Westwood regarding Gateway and Wayfinding concept designs.

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

**Signed:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: December 15, 2025

#### Topic:

Discussion on two appointments to the Tomball Regional Health Foundation (TRHF) Board of Directors for three-year terms beginning January 1, 2026.

#### Background:

The Tomball Regional Health Foundation Board promotes wellness and improves health status for all residents in the Tomball community through programs that enhance access to health care, preventative care and health education.

The TRHF Board of Directors is one of Tomball's city-appointed boards, with up to two members nominated and approved by the City Council for a three-year term.

<u>TRHF Member</u>	<u>Term Ends</u>
Dr. Janna Hoglund	12/31/2025
Sharon Frank	12/31/2025

Tomball Health Authority Board of Directors passed and approved a resolution on September 24, 2025 selecting Janna and Sharon for the City Council Class A Board Members.

**Origination:** Thomas Harris III, City Secretary

**Recommendation:** City Council discuss the possible appointment of two members to the TRHF Board of Directors for three-year terms beginning January 1, 2026.

**Party(ies) responsible for placing this item on agenda:** Thomas Harris III, City Secretary

#### FUNDING (IF APPLICABLE)

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_  
If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member \_\_\_\_\_ Date \_\_\_\_\_ City Manager \_\_\_\_\_ Date \_\_\_\_\_

## Ordinance 737

ORDINANCE FINDING IT IS TO THE BEST INTEREST OF THE CITY OF TOMBALL, TEXAS, AND ITS INHABITANTS TO CREATE A HOSPITAL AUTHORITY WITHOUT TAXING POWER UNDER THE HOSPITAL AUTHORITY ACT (COMPILED AS ARTICLE 4437e, VERNON'S ANNOTATED TEXAS CIVIL STATUTES) AND CREATING SUCH A HOSPITAL AUTHORITY; DESIGNATING THE NAME BY WHICH THE HOSPITAL AUTHORITY SHALL BE KNOWN; DEFINING THE BOUNDARIES OF THE HOSPITAL AUTHORITY; DETERMINING THAT THE HOSPITAL AUTHORITY SHALL BE GOVERNED BY A BOARD OF DIRECTORS OF 11 MEMBERS; CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EMERGENCY

WHEREAS, under the provisions of the Hospital Authority Act (Acts 1957, 55th Legislature Chap. 472 at 1379 as amended by Acts 1963, 58th Legislature, Chap. 487 at 1273) compiled as Article 4437e, Vernon's Annotated Texas Civil Statutes, the governing body of any incorporated city or town in this State is authorized and empowered to create a hospital authority without taxing power if the creation is to the best interest of the city and its inhabitants; and

WHEREAS, the City Council of the City of Tomball is the governing body of the City of Tomball within the meaning of the Hospital Authority Act and the City of Tomball is an incorporated city or town within the meaning of the Hospital Authority Act and the City Council of the City of Tomball has caused an investigation to be made, has found and now finds, determines and declares that it is to the best interest of the City of Tomball and its inhabitants to create a hospital authority under the provisions of the Hospital Authority Act; Now Therefore:

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

Section 1. That it is hereby found that it is to the best interest to the City of Tomball, Texas, and its inhabitants to create a hospital authority under and pursuant to the Hospital Authority Act.

Sec. 2. That a hospital authority be and is hereby created under and pursuant to the Hospital Authority Act and the name by which such hospital authority shall be known is hereby designated to be TOMBALL HOSPITAL AUTHORITY (hereinafter called the "Hospital Authority").

Sec. 3. That the Hospital Authority shall comprise only the territory included within the boundaries of the City of Tomball, Texas, as such boundaries lawfully exist on the date of this Ordinance, provided, however, that no defect in the definition of the boundaries of the City of Tomball, Texas, or in any proceedings for annexation or disannexation of territory shall affect the validity of the creation and existence of the Hospital Authority or any of its powers, duties and functions.

Sec. 4. That the Hospital Authority shall be without taxing power; shall be a body politic and corporate; shall have the power of perpetual succession, have a seal, have the power to sue and be sued and have the power to make, amend and repeal its by-laws, all as authorized by the Hospital Authority Act, and shall have all other power, duties and functions conferred upon a hospital authority by the Hospital Authority Act and by law.

Sec. 5. That it is hereby determined that the Hospital Authority shall be governed by a Board of Directors consisting of ELEVEN (11) members.

Sec. 6. The first directors for the Hospital Authority shall be named by the City Council of the City of Tomball, Texas, at a later meeting of this City Council, after which each of said Directors shall, unless other provision is made in the bond resolution or trust indenture executed in connection with the issuance of bonds as provided in the Hospital Authority Act or some other provision of law, serve for a term of two (2) years from the date of this Ordinance and until their successors have been appointed by the governing body of the City of Tomball, Texas, and have duly qualified. Each of the Directors first appointed shall qualify by executing the oath of office required of appointed officials of the State of Texas. After appointment, qualification and organization of the Board of Directors, the Hospital Authority shall be authorized to transact business and to exercise its powers, duties and functions pursuant to the Hospital Authority Act and other applicable law.

Sec. 7. All ordinances, resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as a conflict herewith.

Sec. 8. That it is hereby found and determined that this meeting of the City Council of the City of Tomball, Texas, has been open to the public as required by law and that notice of the date, place and subject of this meeting was posted for at least three (3) days preceding the day of the meeting on a bulletin board located at a place convenient to the public at the City Hall.

Sec. 9. That the proposed hospital authority is needed at the earliest possible date and is necessary for the immediate preservation of public health, creates an emergency, and this Ordinance shall be in full force and effect upon and after its passage at this meeting of the City Council.

PASSED AND APPROVED this 30th day of July; 1973.

/s/ Ben Scholl  
Ben Scholl  
Mayor, City of Tomball, Texas

ATTEST:

1st Carl R. Osborne  
Carl R. Osborne  
City Secretary  
City of Tomball, Texas

(SEAL)

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

WE, the undersigned, officers of the City Council of the City of Tomball, Texas, hereby certify as follows:

1. The City Council of the City of Tomball, Texas, convened in special meeting on the 30th day of July, 1973, at the City Hall within said City, and the roll was called of the duly constituted officers and members of said City Council and the City Secretary, to-wit:

Ben Scholl	Mayor
Carlos Lafayette	Alderman
D. L. Nicholson	Alderman
R. H. Snyder	Alderman
A. F. Simpson	Alderman
F. G. Archer	Alderman
Carl R. Osborne	City Secretary

and all of said persons were present, except the following absentees: — none —, thus constituting a quorum. Whereupon, among other business, the following was transacted as said meeting: a written ordinance entitled

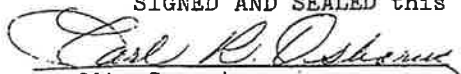
ORDINANCE FINDING IT IS TO THE BEST INTEREST OF THE CITY OF TOMBALL, TEXAS, AND ITS INHABITANTS TO CREATE A HOSPITAL AUTHORITY WITHOUT TAXING POWER UNDER THE HOSPITAL AUTHORITY ACT (COMPILED AS ARTICLE 4437e, VERNON'S ANNOTATED TEXAS CIVIL STATUTES) AND CREATING SUCH A HOSPITAL AUTHORITY; DESIGNATING THE NAME BY WHICH THE HOSPITAL AUTHORITY SHALL BE KNOWN; DEFINING THE BOUNDARIES OF THE HOSPITAL AUTHORITY; DETERMINING THAT THE HOSPITAL AUTHORITY SHALL BE GOVERNED BY A BOARD OF DIRECTORS OF 11 MEMBERS; CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EMERGENCY

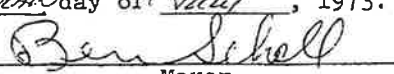
was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

AYES: All members of said City Council shown present above voted "Aye."  
NOES: None.

2. That a true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; and that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public, as required by law; and that public notice of the time, place and subject of said meeting was given as required by Vernon's Article 6252-17, as amended.

SIGNED AND SEALED this 30th day of July, 1973.

  
City Secretary  
(SEAL)

  
Mayor

2013

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## ARTICLE II. STATUS AND PURPOSES

The Authority is a body politic and corporate. The purpose for which the Authority is organized is the transaction of any or all lawful business for which municipal hospital authorities may be created under the Hospital Authority Act of this State, which business is consistent with the Creating Ordinance.

### ARTICLE III. POWERS

The Authority shall have and may exercise such powers in furtherance of its purposes as are now or may hereafter be granted by the Hospital Authority Act of this State or other statutes applicable thereto.

## ARTICLE IV. OFFICES

The Authority shall have such offices within this State as the Board may from time to time determine.

## ARTICLE V. BOARD

## 5.1 GENERAL POWERS.

5.1.0 Power to Act. The Board has the power to act on all recommendations made by committees established in accordance with these Bylaws, as well as recommendations from the management, employees and any other persons or entities that may bring matters to the Board's attention so long as such recommendations relate to the powers granted to the Authority in the Hospital Authority Act.

5.1.1 Business. The Board has the exclusive power to manage the business affairs of the Authority.

5.1.2 Financial. The Board has the exclusive power to determine the financial feasibility of Authority projects.

5.1.3 Delegation of Authority. The Board may delegate its powers to the officers of the Authority or to Board Committees, to the extent permitted by these Bylaws or by law.

## 5.2 MEMBERS OF THE BOARD.

5.2.0 Number, Appointment and Tenure. The total number constituting the members of the Board shall be eleven as determined by the City Council at the time of creating the Authority. Five (5) of the eleven (11) Board Members shall be appointed by City Council in accordance with the provisions set forth in these Bylaws and the Creating Ordinance. Six (6) of the eleven (11) Board Members shall be elected by

the Board in accordance with the provisions set forth in these Bylaws. Annually, during the month of August, the City Council and the Board shall select Board Members for terms commencing on the first day of September following such election and continuing for two years.

5.2.1 Staggered Terms. Board Members shall be divided into three groups to be designated Class A, Class B and Class C. Class A Board Members (5 members) shall be appointed by City Council according to provisions set forth in the Creating Ordinance. Class B and Class C Board Members (3 members each) shall be elected by the Board in alternating years.

5.2.2 Increase or Decrease in Number of Members of the Board. The total number of Board Members may be increased or decreased from time to time by the City Council as provided by law, but no decreases in numbers shall have the effect of shortening the term of any incumbent Director or of changing the constituent ratio that exists between the Board-appointed Directors and the City Council-appointed Directors.

5.2.3 Prohibited Board Members. No officer or employee of the City of Tomball shall be eligible for appointment or election as a Board Member.

5.2.4 Criteria for Selection of Board Members.

- (a) Board Members selected by the Tomball City Council shall be residents of the City of Tomball;
- (b) Board Members elected by the Board shall be residents of the Authority's service area as defined by the Board from time to time; and
- (c) Prospective Directors shall be interviewed to confirm their willingness and interest and qualifications (as determined by the Board) in serving on the Board.

5.3 REGULAR MEETINGS AND ANNUAL MEETING. Regular monthly meetings shall be held the fourth Wednesday of every month or as designated by the Chairman of the Board. The August meeting on the fourth Wednesday or as otherwise designated by the Chairman of the Board shall be the date of the annual meeting for the purpose of appointing Class B and Class C Board Members, as appropriate, and for electing officers. The August meeting shall be designated for the purpose of installing newly appointed Board Members, Board Committee Members, and for transacting other business as may come before the Board.

5.4 SPECIAL MEETINGS. Special meetings of the Board may be called by or at the direction of, the Chairman of the Board or a majority of the Board Members then in office, to be held at such date, hour and place as shall be designated in the notice of the meeting.

5.5 NOTICE. Notice of the date, hour, place and subject of any meeting of the Board shall be given in accordance with applicable statutory requirements including, without limitation,

the requirements of the Texas Open Meetings Act (GOV'T CODE ANN. §§ 551.001 *et seq.*).

- 5.6 QUORUM. As provided by law, a majority of the Board Members then in office shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Board Members are present at such meetings, a majority of the Board Members present may adjourn the meeting.

5.7 MANNER OF ACTING.

- 5.7.0 Open Meetings of the Board. Except as otherwise provided in Section 5.7.2 of these Bylaws, every regular and special meeting of the Board shall be open to the public.

- 5.7.1 Closed Meetings of the Board. Closed meetings of the Board shall be held only for those purposes for which closed meetings are authorized by law and shall be conducted in accordance with applicable statutory requirements, including, without limitation, the requirements of the Texas Open Meetings Act. (TEX. GOV'T CODE ANN §§ 551.001 *et seq.*).

- 5.7.2 Formal Action of the Board. The act of a majority of the Board Members present at a meeting at which a quorum is present shall be the act of the Board.

- 5.7.3 Performance of Duties. The Directors are required to perform their duties in good faith and in the best interest of the community.

- 5.8 RESIGNATION AND REMOVAL. Any member or officer of the Board or a Board Committee may resign at any time by giving written notice to the Chairman or the Secretary of the Authority, and unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

- 5.8.0 Officers of the Board. Any officer of the Board may be removed by a majority vote of the Board Members whenever, in their judgment, the best interest of the Authority would be served thereby.

- 5.8.1 Board Committees. Any member of a Board Committee may be removed by the vote of a majority of the Directors whenever, in their judgment, the best interest of the Authority shall be served by such removal, unless prohibited by law. Any Board Committee member shall cease to be a member if he shall cease to be a Board Member.

5.9 VACANCIES.

- 5.9.0 Board Members. Any vacancy occurring in the Board shall be filled by the body appointing the Board Member whose seat is being vacated. The term of the new Board Member shall commence immediately and shall continue until the expiration of the term for which the Board Member was appointed to fill.

- 5.9.1 Officers of the Board. A vacancy in any office may be filled by the Board for the unexpired portion of the term.
- 5.9.2 Board Committees. Any vacancy occurring in a Board Committee or increase in number of members may be filled by a majority vote of Directors.
- 5.10 COMPENSATION. Directors shall not receive any salaries for their services, but, by resolution, the Board may receive reimbursement for actual expenses incurred in attending to their authorized duties.
- 5.11 PROCEDURE. The Chairman of the Board shall preside at all meetings of the Board. The latest edition of Robert's Rules of Order may be consulted to address procedural issues that are not addressed in these Bylaws.
- 5.12 ORIENTATION REQUIREMENTS. All new Directors shall participate in an orientation program designed and implemented by the Chief Executive Officer and previous or current Directors.

## ARTICLE VI. BOARD COMMITTEES

- 6.1 STANDING BOARD COMMITTEES. Except as provided in Section 6.1.3, the Authority shall have the following standing Board Committees:

6.1.1 Executive Committee.

- (a) Composition and Election. The Executive Committee shall consist of four members: the Chairman, Vice-Chairman, Secretary and Treasurer. The Executive Committee will meet monthly prior to the regular Board meeting and at any other time as deemed necessary by the Chairman.
- (b) Powers and Functions. The Executive Committee shall have powers as delegated to it by the Board in the management of the Authority, except as such powers are limited by law. These include, but are not limited to the power to:
- (i) Review all Board Committee minutes and recommendations;
  - (ii) Review all completed Conflict of Interest Statements and make such further investigation of possible Conflicts of Interest as it may determine appropriate; and
  - (iii) Perform other duties as assigned by the Chairman or the Board.

6.1.2 Nominating Committee.

- (a) Composition and Election. The Nominating Committee shall consist of at least three (3) Directors who are appointed by the Board, one of whom shall be designated as chairman.

- (b) Functions. The Nominating Committee shall have the sole authority to make recommendations to the Board with respect to the following functions:
  - (i) Make recommendations to the Board concerning candidates for appointment as Board Members;
  - (ii) Make recommendations to the Board concerning candidates for election as officers of the Board; and
  - (iii) Make recommendations to the Board concerning candidates for election as members and chairmen of standing Board Committees.
- (c) Board Follow-Up. The Board shall act on the recommendations submitted by the Nominating Committee, and the Board shall forward to the City Council prior to July 1<sup>st</sup> of applicable years a list of those persons whom it nominates for Class A appointees, or as required to fill vacancies.

6.1.3 Finance, Investment and Audit Committee.

- (a) Composition and Election. The Finance, Investment and Audit Committee shall consist of at least three (3) Directors who are appointed by the Board, one of whom shall be designated as chairman.
- (b) Functions. The Finance, Investment and Audit Committee shall have the sole authority to make recommendations and provide oversight on behalf of the Board with respect to the following functions:
  - (i) Make recommendations to the Board concerning the overall investment policy for the organization;
  - (ii) Make recommendations to the Board concerning changes in investment strategy from time-to-time for the organization;
  - (iii) Make recommendations to the Board concerning investment advisors and consultants;
  - (iv) Make recommendations to the Board concerning the expenditure of all funds;
  - (v) Make recommendations to the Board concerning the selection of an auditor and the preparation of an annual audit; and
  - (vi) Provide oversight to the Board with respect to all financial matters of the organization including all financial policies, income and expenditures.

- (c) Board Follow-Up. The Board shall act on the recommendations submitted by the Finance, Investment and Audit Committee, and the Board shall utilize the expertise of the Finance, Investment and Audit Committee in furthering the interest of the organization.

#### 6.1.3 Funding Committee.

- (d) The Funding Committee shall consist of at least three (3) Directors who are appointed by the Board, one of whom shall be designated as chairman.
- (e) Functions. The Funding Committee shall have the sole authority to make recommendations and provide oversight on behalf of the Board with respect to the following functions:
  - (i) Review all request for funding as well as funding applications received.
  - (ii) Make recommendations to the Board concerning funding of projects

#### 6.1.4 Addition or Combination of Board Committees.

- (a) Additional Board Committees.
  - (i) The Board may create from its voting members one or more additional Board Committees consisting of at least three (3) Directors who are elected by the Board. The chairman shall be appointed by the Chairman of the Board.
  - (ii) The powers and functions of the Board Committee shall be designated by the Board.
- (b) Combination of Board Committees. If the Board determines that anyone or more of the Board Committees provided in Section 6.1 should not exist, it shall assign the functions of such committee to a new or existing Board Committee or to the Board acting as a committee of the whole.

6.2 TENURE. Each member of a Board Committee shall hold office until the next annual meeting following his election and until his successor as a member of a Board Committee is elected, unless he shall sooner cease to be a member of the Board or shall sooner resign or be removed from the Board Committee.

6.3 MEETINGS. Meetings of a Board Committee may be called by, or at the direction of, the Chairman of the Board, the chairman of the Board Committee or a majority of the members of the Board Committee then in office, to be held at such date, hour and place as shall be designated in the notice of the meeting.

- 6.4 QUORUM. A majority of the voting members of a Board Committee then in office shall constitute a quorum for the transaction of business at any meeting of the Board Committee. The Chairman of the Board or any Board Member designated by the Chairman may, on an as-needed basis, serve as an ad hoc member with a vote of any Board Committee in order to ensure that quorum is present.
- 6.4 MANNER OF ACTING. Board Committee action requires a simple majority vote of the members at any meeting at which a quorum is present.
- 6.5 MINUTES. The Chairman of each Board Committee shall prepare minutes of each meeting and forward copies thereof to the Chairman of the Board, the Chief Executive Officer and the Secretary of the Board.
- 6.6 COMPENSATION. Members of a Board Committee shall not receive any salaries for their services, but, by resolution, the Board may authorize reimbursement of actual expenses incurred in attending to their authorized duties.
- 6.7 PROCEDURE. A Board Committee may adopt its own rules of procedure, which shall not be inconsistent with these Bylaws.
- 6.8 EXPENDITURES. Any expenditure of Authority funds by a Board Committee shall require prior approval of the Board, except for minor expenditures by the Chairman of the Board or a designated Board Member, not to exceed five hundred dollars (\$500.00).

## **ARTICLE VII. OFFICERS**

- 7.1 OFFICERS. The Officers of the Authority shall be a Chairman of the Board, a Vice Chairman, a Secretary and a Treasurer. The Chairman and Vice-Chairman shall be Board Members. For purposes of compliance with the Hospital Authority Act, the Chairman and the Vice-Chairman shall be the President and Vice-President, respectively, of the Authority. One person may hold two or more offices, except that one person may not hold both the offices of the Chairman of the Board and Secretary. At the discretion of the Board, the offices of Secretary and Treasurer may be combined. The duties of certain offices are prescribed in the following section. Where the duties of an office created by the Board are not so set forth, the duties shall be prescribed in the resolution electing the officer. When the incumbent of an office is unable to perform the duties thereof or when there is no incumbent of an office (both situations referred to hereafter as the "absence" of the officer), the duties of the office shall, unless otherwise specified by the Board, be performed by the next officer in the following sequence: Chairman, Vice-Chairman, Secretary and Treasurer.
- 7.2 ELECTION AND TENURE. All officers of the Authority shall be elected each year by the Board at its annual August meeting. If the election of officers shall not be held at such meeting, it shall be held as soon thereafter as convenient. Each officer shall hold office from the date of his election until the next annual meeting of the Board, unless he shall sooner resign or be removed.

- 7.3 CHAIRMAN OF THE BOARD. The Chairman of the Board shall be the principal officer of the Authority and shall have general overall supervision of all of the business and affairs of the Authority.
- 7.3.0 The Chairman of the Board shall preside at all meetings of the Board and the Executive Committee.
- 7.3.1 The Chairman of the Board may sign, with the Secretary or any other officer of the Authority authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the Authority; and in general he shall perform all duties incident to the office of Chairman of the Board and such other duties as may be prescribed by the Board from time to time.
- 7.3.2 Annually, immediately following the September meeting of the Board of Directors of the Authority, the Chairman of the Board shall send each Board Member a copy of the Duality of Interest Policy, together with an explanation and an affidavit (the "Disclosure Affidavit") to be completed by each Board Member, executed in the presence of a notary public, and returned to the Secretary of the Authority.
- 7.4 VICE-CHAIRMAN. The Vice-Chairman shall perform such duties as may be assigned to him by the Board or the Chairman of the Board. In the absence of the Chairman of the Board, the Vice-Chairman shall perform the duties of the Chairman of the Board.
- 7.5 SECRETARY. The Secretary shall in general perform or cause to be performed all duties incident to the office of Secretary and other duties that may be assigned by the Chairman of the Board or the Board. Specifically the Secretary shall:
- 7.5.0 Assure that minutes of the Board meetings are kept, prepared and filed;
- 7.5.1 Assure that all notices are given in accordance with the provisions of these Bylaws or as required by law;
- 7.5.2 Assure that the corporate records and seal of the Authority are in a secure location; and
- 7.5.3 Assure that the seal of the Authority is affixed to all documents, the execution of which is authorized in accordance with the provisions of these Bylaws.
- 7.6 TREASURER. The Treasurer shall perform all the duties incident to the office of Treasurer including ensuring compliance with the Public Funds Investment Act, coordinating with the Finance Committee Chairman and such other duties as from time to time may be assigned to him by the Chairman of the Board or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of these duties in such sum and with such surety as the Board shall determine.

- 7.7 COMPENSATION. Officers who are also Board Members shall not receive any salaries for their services; however, by resolution of the Board, may receive reimbursement for actual expenses incurred in attending to their authorized duties.
- 7.8 CHIEF EXECUTIVE OFFICER. The Chief Executive Officer shall be employed by the Board, shall function as the chief executive officer of the Authority and shall have the necessary authority and responsibility to operate the Authority, subject to the direction of the Board and pursuant to policies formulated by the Board. The Chief Executive Officer shall act as the duly authorized representative of the Board in all matters for which these Bylaws or the Board has not formally designated some other person or group to act.

## ARTICLE VIII. MISCELLANEOUS

- 8.1 CHECKS, DRAFTS, AND FINANCIAL MATTERS. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents of the Authority and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the Chairman of the Board.
- 8.2 DEPOSITS. All funds of the Authority shall be deposited from time to time to the credit of the Authority in such banking corporations, associations, or other depositories as the Board may select by competitive bidding.
- 8.3 GIFTS. The Board may, on behalf of the Authority, accept donations, gifts and endowments to be held and administered as may be required by the respective donors, to the extent that such requirements should not contravene law.
- 8.4 BOOKS AND RECORDS. The Authority should keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board and the Board Committees.
- 8.5 AUDITED FINANCIAL REPORT. The Chief Executive Officer shall cause an Audited Financial Report to be submitted to the Board no later than 90 days after the close of each fiscal year.
- 8.6 FISCAL YEAR. The fiscal year of the Authority shall begin on the first day of July and end on the last day of June in each year, unless otherwise determined by resolution of the Board.
- 8.7 SEAL. The Board shall provide a corporate seal for use by the Authority to be used on legal documents as required by law.
- 8.8 LOANS TO OFFICERS AND BOARD MEMBERS PROHIBITED. No loans shall be made by the Authority to its officers or Board Members. The Board Members who vote for or assent to the making of a loan to an officer or Board Member of the Authority, and any officer or Board Member participating in the making of such loan, shall be jointly and severally liable to the Authority for the amount of such loan until the repayment thereof.

8.9 INDEMNIFICATION OF OFFICERS, BOARD MEMBERS AND OTHERS. The Authority shall indemnify any officer or Board Member or former officer or Board Member for expenses and costs (including attorney's fees) actually and necessarily incurred by him in connection with any claim asserted against him, by action in court or otherwise, by reason of his being or having been an officer or Board Member, except in relation to matters as to which he shall have been guilty of negligence or misconduct with respect to the matter in which indemnity is sought.

8.10 REVOCABILITY OF AUTHORIZATIONS. No authorization, assignment, referral or delegation of authority by the Board to any committee, officer, agent or other official of the Authority shall preclude the Board from exercising the authority required to meet its responsibility for the conduct of the Authority. The Board shall retain the right to rescind any such authorization, assignment, referral or delegation in its sole discretion.

8.11 CONFLICT OF INTEREST.

8.11.0 Definitions:

- (a) The term "Interested Person" shall mean any director, principal officer or member of a committee with Board-delegated powers who has a direct or indirect Financial Interest, as defined below. If person is an Interested Person with respect to any entity in the health care system of which the Authority is a part, he or she is an Interested Person with respect to all entities in the health care system.
- (b) The term "Financial Interest" shall mean a financial interest of an Interested Person if the person has, directly or indirectly, through business, investment or family, the following:
  - (i) An ownership or investment interest in any entity with which the Authority has a transaction or arrangement;
  - (ii) A compensation arrangement with the Authority or with any entity or individual with which the Authority has a transaction or arrangement; or
  - (iii) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Authority is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

8.11.1 Procedures:

- (a) Duty to Disclose. In connection with any actual or possible Conflicts of Interest, an Interested Person must disclose the existence and nature of his or her Financial Interest to the Directors and members of committees with

Board-delegated powers considering the proposed transaction or arrangement.

- (b) Determining Whether a Conflict of Interest Exists. After disclosure of the Financial Interest, the Interested Person shall leave the Board meeting while the Financial Interest is discussed and voted upon. The remaining Board Members shall decide if a Conflict of Interest exists.

- (c) Procedures for Addressing the Conflict of Interest.

- (i) The Chairman of the Board shall, if appropriate, refer matters to the Executive Committee to investigate alternatives to the proposed transaction or arrangement.
- (ii) After exercising due diligence, the Board or Executive Committee shall determine whether the Authority can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a Conflict of Interest.
- (iii) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a Conflict of Interest, the Board shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Authority's best interest and for its own benefit and whether the transaction is fair and reasonable to the Authority and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

- (d) Violations of the Conflicts of Interest Policy.

- (i) If the Board or Executive Committee has reasonable cause to believe that a Board Member has failed to disclose actual or possible Conflicts of Interest, the Board Member shall be advised of the basis for such belief and afforded an opportunity to explain the alleged failure to disclose.
- (ii) If, after hearing the response of the Board Member and making such further investigation as may be warranted in the circumstances, the Board determines that the Board Member has in fact failed to disclose an actual or possible Conflict of Interest, it shall take appropriate disciplinary and corrective action.

8.11.2 Records of Proceedings. The minutes of the Board and all committees with Board-delegated powers shall contain the following:

- (a) The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible Conflict of

Interest, the nature of the Financial Interest, any action taken to determine whether a Conflict of Interest was present, and the Board's decision as to whether a Conflict of Interest in fact existed.

- (b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

8.11.3 Annual Statements. Annually, on or about September of each year, each Director, principal officer and members of a committee with Board-delegated powers shall annually sign a statement which affirms that such person:

- (a) Has received a copy of the Duality of Interest Policy;
- (b) Has read and understands the policy;
- (c) Has agreed to comply with the policy; and
- (d) Understands that the Authority is a tax exempt organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

8.11.4 Periodic Reviews. To ensure that the Authority operates in a manner consistent with its tax-exempt purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted.

8.11.5 Use of Outside Experts. In conducting the periodic reviews, the Authority may, but need not, use outside advisors.

8.12 RULES. The Board may adopt, amend or repeal rules (not inconsistent with these Bylaws) for the management of the internal affairs of the Authority.

8.13 VOTE BY PRESIDING OFFICER. The person acting as presiding officer at any meeting held pursuant to these Bylaws shall, if a voting member, be entitled to vote on the basis as if not acting as presiding officer.

8.14 MEETINGS BY TELEPHONE CONFERENCE CALL. Board Committees may meet by the use of a telephone conference call or video conference call or otherwise utilize telephone conference calls or video conference calls to the extent authorized by law.

## **ARTICLE IX. AMENDMENTS TO BYLAWS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the voting members of the Board then in office.

Revised: \_\_\_\_\_

### SECRETARY'S CERTIFICATE

THIS IS TO CERTIFY that the foregoing Bylaws of TOMBALL HOSPITAL AUTHORITY have been adopted by the Board of said Authority at a meeting of said Board held on September 25, 2013.

IN WITNESS WHEREOF, the undersigned, duly elected and acting Secretary of the Authority, has signed this Certificate and affixed the seal of the Authority hereon, this 25 day of September, 2013.

  
\_\_\_\_\_  
Ellen Stutts, Secretary

## **HISTORY OF BYLAWS**

The initial Bylaws of TOMBALL HOSPITAL AUTHORITY were first adopted on July 12, 1976.

These Bylaws were amended on September 26, 2001, which amendments are incorporated in the foregoing text.

These Bylaws were amended and restated on September 25, 2013, which amendments are incorporated in the foregoing text.

**BYLAWS  
OF  
TOMBALL HOSPITAL AUTHORITY**

**ARTICLE I. DEFINITIONS**

- 1.1 Act. The Act shall mean Chapter 262 of the Texas Health & Safety Code.
- 1.2 Authority. The term "Authority" shall mean Tomball Hospital Authority, a Texas municipal hospital authority as defined by the Act.
- 1.3 Board. The term "Board" shall mean the Board of Directors of the Authority.
- 1.4 Board Committee. The term "Board Committee" shall mean a body created by resolution of the Board whose members are elected by the Board from its own voting membership and which is authorized to exercise a designated portion of the authority of the Board when the Board is not in session.
- 1.5 Bylaws. The term "Bylaws" shall mean these Bylaws of Tomball Hospital Authority.
- 1.6 Chief Executive Officer. The term "Chief Executive Officer" or "CEO" shall mean the top administrative management officer of the Authority.
- 1.7 City Council. The term "City Council" shall mean the City Council of the City of Tomball, whose powers and responsibilities regarding the Authority shall be limited to the appointment of Board Members as delineated in the Act or any act, agreement, or resolution of the Board.
- 1.8 Conflict of Interest. The term "Conflict of Interest" shall mean a potential or actual conflict of interest occurring when commitments and obligations to the Hospital, to the Authority or to widely recognized professional norms are likely to be compromised by a person's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed.
- 1.9 Creating Ordinance. The term "Creating Ordinance" shall mean City Ordinance No. 9310, which authorized the creation of Tomball Hospital Authority on July 30, 1973.
- 1.10 Director. The term "Director" shall mean a member of the Board of Directors of Tomball Hospital Authority. The terms "Director" and "Board Member" are synonymous.
- 1.11 State. The term "State" shall mean the State of Texas unless otherwise specifically indicated.
- 1.12 Name. The Authority shall also operate and do business under the name Tomball Regional Health Foundation.

## **ARTICLE II. STATUS AND PURPOSES**

The Authority is a body politic and corporate. The purpose for which the Authority is organized is the transaction of any or all lawful business for which municipal hospital authorities may be created under the Act.

## **ARTICLE III. POWERS**

The Authority shall have and may exercise such powers in furtherance of its purposes as are now or may hereafter be granted by the Act or other statutes applicable thereto.

## **ARTICLE IV. OFFICES**

The Authority shall have its principal office in Tomball, Texas and may have such offices within this State as the Board may from time to time determine.

## **ARTICLE V. BOARD**

### **5.1 GENERAL POWERS.**

5.1.1 Power to Act. The Board has the power to act on all recommendations made by committees established in accordance with these Bylaws, as well as recommendations from the management, employees and any other persons or entities that may bring matters to the Board's attention so long as such recommendations relate to the powers granted to the Authority in the Act.

5.1.2 Business. The Board has the exclusive power to manage the business affairs of the Authority.

5.1.3 Financial. The Board has the exclusive power to determine the financial feasibility of Authority projects.

5.1.4 Delegation of Authority. The Board may delegate its powers to the officers of the Authority or to Board Committees, to the extent permitted by these Bylaws or by law.

### **5.2 MEMBERS OF THE BOARD.**

5.2.1 Number, Appointment and Tenure. The total number constituting the members of the Board shall be eleven. Two (2) of the eleven (11) Board Members shall be appointed by City Council and Nine (9) of the eleven (11) Board Members shall be elected by the Board. Annually, during the month of November, the City Council and the Board shall select Board Members for terms commencing on the first day of January following such election and continuing for three (3) years. Any change in the appointment cycle resulting from this Bylaw section should have the effect of lengthening a Board term and not shortening any term.

- 5.2.2 Staggered Terms. Board Members shall be divided into three groups to be designated Class A, Class B and Class C. Two (2) Class A Board Members shall be appointed by City Council and three (3) Class A Board members should be elected by the Board. Class B and Class C Board Members shall have three (3) members each and shall be elected by the Board in alternating years. The Board shall, by resolution, designate the Class A, B, and C Board members and the City appointments and the terms of each Class.
- 5.2.3 Increase or Decrease in Number of Members of the Board. The total number of Board Members may be increased or decreased from time to time by the Board, if provided by law, but no decreases in numbers shall have the effect of shortening the term of any incumbent Director.
- 5.2.4 Prohibited Board Members. No officer or employee, or an immediate family member of an officer or employee, of the City of Tomball or of the Authority shall be eligible for appointment or election as a Board Member by the Authority or by the City. All Board Members shall be limited to serving not more than four (4) consecutive terms, beginning with the member's first term following adoption of these Bylaws. A former Board Member shall be eligible for reappointment to the Board after being absent from the Board for a full twelve (12) months.
- 5.2.5 Criteria for Selection of Board Members.
- (a) Board Members selected by the Tomball City Council shall be residents of the City of Tomball;
  - (b) Board Members elected by the Board to begin their first term after January 1, 2025 shall be residents of the Authority's service area as defined by the Board from time to time; and
  - (c) Prospective Directors shall be interviewed to confirm their willingness and interest and qualifications (as determined by the Board) in serving on the Board.
- 5.3 REGULAR MEETINGS AND ANNUAL MEETING. Regular monthly meetings shall be held each month on a date and at a time determined by the Board. In addition to the Board's regular business, the November meeting shall include the election of Class A, Class B and Class C Board Members, as appropriate, and for electing officers.
- 5.4 SPECIAL MEETINGS. Special meetings of the Board may be called by or at the direction of, the Chairman of the Board or a majority of the Board Members then in office, to be held at such date, hour and place as shall be designated in the notice of the meeting.
- 5.5 NOTICE. Notice of the date, hour, place and subject of any meeting of the Board shall be given in accordance with applicable statutory requirements including, without limitation,

the requirements of the Texas Open Meetings Act (GOVT CODE ANN. §§ 551.001, *et seq.*).

- 5.6 QUORUM. As provided by law, a majority of the Board Members then in office shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Board Members are present at such meetings, a majority of the Board Members present may adjourn the meeting.

5.7 MANNER OF ACTING.

- 5.7.1 Open Meetings of the Board. Except as otherwise provided in Section 5.7.1 of these Bylaws, every regular and special meeting of the Board shall be open to the public.

- 5.7.2 Closed Meetings of the Board. Closed meetings of the Board shall be held only for those purposes for which closed meetings are authorized by law and shall be conducted in accordance with applicable statutory requirements, including, without limitation, the requirements of the Texas Open Meetings Act. (TEX. GOVT CODE ANN §§ 551.001 et seq.).

- 5.7.3 Formal Action of the Board. The act of a majority of the Board Members present at a meeting at which a quorum is present shall be the act of the Board.

- 5.7.4 Performance of Duties. The Directors are required to perform their duties in good faith and in the best interest of the community.

- 5.8 RESIGNATION AND REMOVAL. Any member or officer of the Board or a Board Committee may resign at any time by giving written notice to the Chairman or the Secretary of the Authority, and unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

- 5.8.1 Officers of the Board. Any officer of the Board may be removed by a majority vote of the Board Members whenever, in their judgment, the best interest of the Authority would be served thereby.

- 5.8.2 Members of the Board. Any Member of the Board may be removed by a two-thirds (2/3) majority vote of the Board Members whenever, in their judgment, the best interest of the Authority would be served thereby.

- 5.8.3 Board Committees. Any member of a Board Committee may be removed by the vote of a majority of the Directors whenever, in their judgment, the best interest of the Authority shall be served by such removal, unless prohibited by law. Any Board Committee member shall cease to be a member if they cease to be a Board Member.

5.9 VACANCIES.

- 5.9.1 Board Members. Any vacancy occurring in the Board shall be filled by the body appointing the Board Member whose seat is being vacated. The term of the new Board Member shall commence immediately and shall continue until the expiration of the term for which the Board Member was appointed to fill.
- 5.9.2 Officers of the Board. A vacancy in any officer position may be filled by the Board for the unexpired portion of the term.
- 5.9.3 Board Committees. Any vacancy occurring in a Board Committee or increase in number of members may be filled by a majority vote of Directors.
- 5.10 COMPENSATION. Directors shall not receive any salaries for their services, but, by resolution, the Board may receive reimbursement for actual expenses incurred in attending to their authorized duties.
- 5.11 PROCEDURE. The Chairman of the Board shall preside at all meetings of the Board. The Board may consult Robert's Rules of Order as a guide to address procedural issues that are not addressed in these Bylaws, but adherence to Robert's Rules shall not be required.
- 5.12 ORIENTATION AND EDUCATION REQUIREMENTS. All new Directors shall participate in an orientation program designed and implemented by the Chief Executive Officer and previous or current Directors. All Directors shall also participate in training related to the Texas Open Meetings Act, and the Texas Public Information Act and any other training/education required by Texas or federal law, rule, or regulation.
- 5.13 EMERITUS STATUS. Once a Board member has served for not less than three (3) full terms, that member may elect to not seek formal re-appointment and to take Emeritus Status. If approved by the Board, the member will no longer serve as a voting member of the Board, but may still attend all meetings and events and serve in an advisory capacity. The member may also serve on committees except for the Executive Committee in an advisory role. A member with Emeritus Status shall not vote, count toward the quorum of a committee or a Board meeting, would not be required to attend training or planning sessions (although they may attend on invitation of the Board), would not be eligible to serve as an Officer or to attend Executive (closed) sessions of the Board.

**ARTICLE VI. BOARD COMMITTEES**

- 6.1 STANDING BOARD COMMITTEES. Except as provided in Section 6.1.3, the Authority shall have the following standing Board Committees:
- 6.1.1 Executive Committee.
- (a) Composition and Election. The Executive Committee shall consist of four members: the Chairman, Vice-Chairman, Secretary and Treasurer. The Executive

Committee will meet monthly prior to the regular Board meeting and at any other time as deemed necessary by the Chairman.

- (b) Powers and Functions. The Executive Committee shall have powers as delegated to it by the Board in the management of the Authority, except as such powers are limited by law. These include, but are not limited to the power to:
  - (i) Review all Board Committee minutes and recommendations;
  - (ii) Review all completed Conflict of Interest Statements and make such further investigation of possible Conflicts of Interest as it may determine appropriate;
  - (iii) Take such action as may be required from time-to-time between regular meetings of the full Board and to report such actions to the full Board for their approval at the next scheduled full Board meeting; and
  - (iv) Perform other duties as assigned by the Chairman or the Board.

6.1.2 Nominating Committee.

- (a) Composition and Election. The Nominating Committee shall consist of at least three (3) Directors who are appointed annually by the Board, one of whom shall be designated as chairman.
- (b) Functions. The Nominating Committee shall have the sole authority to make recommendations to the Board with respect to the following functions:
  - (i) Make recommendations to the Board concerning candidates for appointment as Board Members;
  - (ii) Make recommendations to the Board concerning candidates for election as officers of the Board; and
  - (iii) Make recommendations to the Board concerning candidates for election as members and chairmen of standing Board Committees.
- (c) Board Follow-Up. The Board shall act on the recommendations submitted by the Nominating Committee, and the Board shall forward to the City Council prior to July 1<sup>st</sup> of applicable years a list of those persons whom it nominates for Class A appointees, or as required to fill vacancies.

#### 6.1.3 Finance, Investment and Audit Committee.

- (a) Composition and Election. The Finance, Investment and Audit Committee shall consist of at least three (3) Directors who are appointed by the Board, one of whom shall be designated as chairman.
- (b) Functions. The Finance, Investment and Audit Committee shall have the sole authority to make recommendations and provide oversight on behalf of the Board with respect to the following functions:
  - (i) Make recommendations to the Board concerning the overall investment policy for the organization;
  - (ii) Make recommendations to the Board concerning changes in investment strategy from time-to-time for the organization;
  - (iii) Make recommendations to the Board concerning investment advisors and consultants;
  - (iv) Make recommendations to the Board concerning the expenditure of all funds;
  - (v) Make recommendations to the Board concerning the selection of an auditor and the preparation of an annual audit; and
  - (vi) Provide oversight to the Board with respect to all financial matters of the organization including all financial policies, income and expenditures.
- (c) Board Follow-Up. The Board shall act on the recommendations submitted by the Finance, Investment and Audit Committee, and the Board shall utilize the expertise of the Finance, Investment and Audit Committee in furthering the interest of the organization.

#### 6.1.4 Funding Committee.

- (a) The Funding Committee shall consist of at least three (3) Directors who are appointed by the Board, one of whom shall be designated as chairman.
- (b) Functions. The Funding Committee shall have the sole authority to make recommendations and provide oversight on behalf of the Board with respect to the following functions:
  - (i) Review all request for funding as well as funding applications received.
  - (ii) Make recommendations to the Board concerning funding of new projects, and the renewal of funding for existing projects.

- (iii) Make recommendations to the Board based on the evaluation of current, past or future projects.

6.1.5 Addition or Combination of Board Committees.

(a) Additional Board Committees.

- (i) The Board may create from its voting members one or more additional Board Committees consisting of at least three (3) Directors who are elected by the Board. The chairman shall be appointed by the Chairman of the Board.
- (ii) The powers and functions of the Board Committee shall be designated by the Board.

- (b) Combination of Board Committees. If the Board determines that anyone or more of the Board Committees provided in Section 6.1 should not exist, it shall assign the functions of such committee to a new or existing Board Committee or to the Board acting as a committee of the whole.

6.2 TENURE. Each member of a Board Committee shall hold office until the next annual meeting following his election and until his successor as a member of a Board Committee is elected, unless they shall sooner cease to be a member of the Board or shall sooner resign or be removed from the Board Committee.

6.3 MEETINGS. Meetings of a Board Committee may be called by, or at the direction of, the Chairman of the Board, the chairman of the Board Committee or a majority of the members of the Board Committee then in office, to be held at such date, hour and place as shall be designated in the notice of the meeting.

6.4 QUORUM. A majority of the voting members of a Board Committee then in office shall constitute a quorum for the transaction of business at any meeting of the Board Committee. The Chairman of the Board or any Board Member designated by the Chairman may, on an as-needed basis, serve as an ad hoc member with a vote of any Board Committee in order to ensure that quorum is present.

6.5 MANNER OF ACTING. Board Committee action requires a simple majority vote of the members at any meeting at which a quorum is present.

6.6 MINUTES. The Chairman of each Board Committee shall prepare minutes of each meeting and forward copies thereof to the Chairman of the Board, the Chief Executive Officer and the Secretary of the Board.

- 6.7 COMPENSATION. Members of a Board Committee shall not receive any salaries for their services, but, by resolution, the Board may authorize reimbursement of actual expenses incurred in attending to their authorized duties.
- 6.8 PROCEDURE. A Board Committee may adopt its own rules of procedure, which shall not be inconsistent with these Bylaws.
- 6.9 EXPENDITURES. Any expenditure of Authority funds by a Board Committee shall require prior approval of the Board, except for minor expenditures by the Chairman of the Board or a designated Board Member, not to exceed five hundred dollars (\$500.00).

## **ARTICLE VII. OFFICERS**

- 7.1 OFFICERS. The Officers of the Authority shall be a Chairman of the Board, a Vice Chairman, a Secretary and a Treasurer. All Officers shall be Board Members. The Chairman and the Vice-Chairman may also be referred to as the President and Vice-President, respectively, of the Authority. One person may hold two or more offices, except that one person may not hold both the offices of the Chairman of the Board and Secretary. At the discretion of the Board, the offices of Secretary and Treasurer may be combined. The duties of certain offices are prescribed in the following section. Where the duties of an office created by the Board are not so set forth, the duties shall be prescribed in the resolution electing the officer. When the incumbent of an office is unable to perform the duties thereof or when there is no incumbent of an office (both situations referred to hereafter as the "absence" of the officer), the duties of the office shall, unless otherwise specified by the Board, be performed by the next officer in the following sequence: Chairman, Vice-Chairman, Secretary and Treasurer.
- 7.2 ELECTION AND TENURE. All officers of the Authority shall be elected each year by the Board at its annual meeting. If the election of officers shall not be held at such meeting, it shall be held as soon thereafter as convenient. Each officer shall hold office from the date of his election until the next annual meeting of the Board, unless they shall sooner resign or be removed.
- 7.3 CHAIRMAN OF THE BOARD. The Chairman of the Board shall be the principal officer of the Authority and shall have general overall supervision of all of the business and affairs of the Authority.
- 7.3.1 The Chairman of the Board shall preside at all meetings of the Board and the Executive Committee.
- 7.3.2 The Chairman of the Board may sign, with the Secretary or any other officer of the Authority authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the Authority; and in

general they shall perform all duties incident to the office of Chairman of the Board and such other duties as may be prescribed by the Board from time to time.

- 7.4 VICE-CHAIRMAN. The Vice-Chairman shall perform such duties as may be assigned to him by the Board or the Chairman of the Board. In the absence of the Chairman of the Board, the Vice-Chairman shall perform the duties of the Chairman of the Board.
- 7.5 SECRETARY. The Secretary shall in general perform or cause to be performed all duties incident to the office of Secretary and other duties that may be assigned by the Chairman of the Board or the Board. Specifically, the Secretary shall:
- 7.5.1 Assure that minutes of the Board meetings are kept, prepared and filed;
  - 7.5.2 Assure that all notices are given in accordance with the provisions of these Bylaws or as required by law;
  - 7.5.3 Assure that the corporate records and seal of the Authority are in a secure location; and
  - 7.5.4 Assure that the seal of the Authority is affixed to all documents, the execution of which is authorized in accordance with the provisions of these Bylaws.
- 7.6 TREASURER. The Treasurer shall perform all the duties incident to the office of Treasurer including ensuring compliance with the Public Funds Investment Act, coordinating with the Finance Committee Chairman and such other duties as from time to time may be assigned to him by the Chairman of the Board or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of these duties in such sum and with such surety as the Board shall determine.
- 7.7 COMPENSATION. Officers who are also Board Members shall not receive any salaries for their services; however, by resolution of the Board, may receive reimbursement for actual expenses incurred in attending to their authorized duties.
- 7.8 CHIEF EXECUTIVE OFFICER. The Chief Executive Officer shall be employed by the Board, shall function as the chief executive officer of the Authority and shall have the necessary authority and responsibility to operate the Authority, subject to the direction of the Board and pursuant to policies formulated by the Board. The Chief Executive Officer shall act as the duly authorized representative of the Board in all matters for which these Bylaws or the Board has not formally designated some other person or group to act.

## **ARTICLE VIII. MISCELLANEOUS**

- 8.1 CHECKS, DRAFTS, AND FINANCIAL MATTERS. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents of the Authority and in such manner as shall from time to time be determined by resolution of the

Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the Chairman of the Board.

- 8.2 DEPOSITS. All funds of the Authority shall be deposited from time to time to the credit of the Authority in such banking corporations, associations, or other depositories as the Board may select by competitive bidding.
- 8.3 GIFTS. The Board may, on behalf of the Authority, accept donations, gifts and endowments to be held and administered by the Authority as may be required by the respective donors, to the extent that such requirements should not contravene law.
- 8.4 BOOKS AND RECORDS. The Authority should keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board and the Board Committees.
- 8.5 AUDITED FINANCIAL REPORT. The Chief Executive Officer shall cause an Audited Financial Report to be submitted to the Board no later than 90 days after the close of each fiscal year.
- 8.6 FISCAL YEAR. The fiscal year of the Authority shall begin on the first day of January and end on the last day of December in each year, unless another period is otherwise determined by resolution of the Board.
- 8.7 SEAL. The Board shall provide a corporate seal for use by the Authority to be used on legal documents as required by law.
- 8.8 LOANS TO OFFICERS AND BOARD MEMBERS PROHIBITED. No loans shall be made by the Authority to its officers or Board Members. The Board Members who vote for or assent to the making of a loan to an officer or Board Member of the Authority, and any officer or Board Member participating in the making of such loan, shall be jointly and severally liable to the Authority for the amount of such loan until the repayment thereof.
- 8.9 INDEMNIFICATION OF OFFICERS, BOARD MEMBERS AND OTHERS. To the extent permitted by law, the Authority shall indemnify any officer or Board Member or former officer or Board Member for expenses and costs (including attorney's fees) actually and necessarily incurred by him in connection with any claim asserted against him, by action in court or otherwise, by reason of his being or having been an officer or Board Member, except in relation to matters as to which they shall have been guilty of negligence or misconduct with respect to the matter in which indemnity is sought.
- 8.10 REVOCABILITY OF AUTHORIZATIONS. No authorization, assignment, referral or delegation of authority by the Board to any committee, officer, agent or other official of the Authority shall preclude the Board from exercising the authority required to meet its responsibility for the conduct of the Authority. The Board shall retain the right to rescind any such authorization, assignment, referral or delegation in its sole discretion.

## 8.11 CONFLICT OF INTEREST.

### 8.11.1 Definitions:

- (a) The term "Interested Person" shall mean any director, principal officer or member of a committee with Board-delegated powers who has a direct or indirect Financial Interest, as defined below.
- (b) The term "Financial Interest" shall mean a financial interest of an Interested Person if the person has, directly or indirectly, through business, investment or family, the following:
  - (i) An ownership or investment interest in any entity with which the Authority has a transaction or arrangement;
  - (ii) A compensation arrangement with the Authority or with any entity or individual with which the Authority has a transaction or arrangement; or
  - (iii) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Authority is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

### 8.11.2 Procedures:

- (a) Duty to Disclose. In connection with any actual or possible Conflicts of Interest, an Interested Person must disclose the existence and nature of his or her Financial Interest to the Directors and members of committees with Board-delegated powers considering the proposed transaction or arrangement.
- (b) Determining Whether a Conflict of Interest Exists. After disclosure of the Financial Interest, the Interested Person shall leave the Board meeting while the Financial Interest is discussed and voted upon. The remaining Board Members shall decide if a Conflict of Interest exists.
- (c) Procedures for Addressing the Conflict of Interest.
  - (i) The Chairman of the Board shall, if appropriate, refer matters to the Executive Committee to investigate alternatives to the proposed transaction or arrangement.
  - (ii) After exercising due diligence, the Board or Executive Committee shall determine whether the Authority can obtain a more advantageous

transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a Conflict of Interest.

- (iii) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a Conflict of Interest, the Board shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Authority's best interest and for its own benefit and whether the transaction is fair and reasonable to the Authority and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflicts of Interest Policy.

- (i) If the Board or Executive Committee has reasonable cause to believe that a Board Member has failed to disclose actual or possible Conflicts of interest, the Board Member shall be advised of the basis for such belief and afforded an opportunity to explain the alleged failure to disclose.
- (ii) If, after hearing the response of the Board Member and making such further investigation as may be warranted in the circumstances, the Board determines that the Board Member has in fact failed to disclose an actual or possible Conflict of Interest, it shall take appropriate disciplinary and corrective action.

8.11.3 Records of Proceedings. The minutes of the Board and all committees with Board-delegated powers shall contain the following:

- (a) The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible Conflict of Interest, the nature of the Financial Interest, any action taken to determine whether a Conflict of Interest was present, and the Board's decision as to whether a Conflict of Interest in fact existed.
- (b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

8.11.4 Annual Statements. Annually, on or about September of each year, each Director, principal officer and members of a committee with Board-delegated powers shall annually sign a statement which affirms that such person:

- (a) Has received a copy of the Conflict of Interest Policy;
- (b) Has read and understands the policy;

- (c) Has agreed to comply with the policy; and
- (d) Understands that the Authority is a tax exempt organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

8.11.5 Periodic Reviews. To ensure that the Authority operates in a manner consistent with its tax-exempt purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted.

8.11.6 Use of Outside Experts. In conducting the periodic reviews, the Authority may, but need not, use outside advisors.

8.12 RULES. The Board may adopt, amend or repeal rules (not inconsistent with these Bylaws) for the management of the internal affairs of the Authority.

8.13 VOTE BY PRESIDING OFFICER. The person acting as presiding officer at any meeting held pursuant to these Bylaws shall, if a voting member, be entitled to vote.

8.14 MEETINGS BY TELEPHONE CONFERENCE CALL. Board Committees may meet by the use of a telephone conference call or video conference call or otherwise utilize telephone conference calls or video conference calls only to the extent authorized by law.

## **ARTICLE IX. AMENDMENTS TO BYLAWS**

These Bylaws may be altered , amended or repealed and new Bylaws may be adopted by a majority of the voting members of the Board then in office, so long as a written copy of any amendment is provided to each member of the Board not less than 10 days in advance of any meeting to adopt the amendment unless such 10-day notice is waived by every member of the Board then serving.

Revised July 30, 2025

## HISTORY OF BYLAWS

The initial Bylaws of TOMBALL HOSPITAL AUTHORITY were first adopted on July 12, 1976.

These Bylaws were amended on September 26, 2001, which amendments are incorporated in the foregoing text.

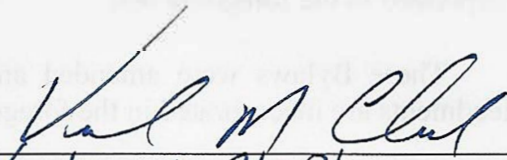
These Bylaws were amended and restated on September 25, 2013, which amendments are incorporated in the foregoing text.

These Bylaws were amended and restated on July 30, 2025, which amendments are incorporated in the foregoing text.

### SECRETARY'S CERTIFICATE

THIS IS TO CERTIFY that the foregoing amended and reinstated Bylaws of TOMBALL HOSPITAL AUTHORITY have been adopted by the Board of said Authority at a meeting of said Board held on July 30, 2025.

IN WITNESS WHEREOF, the undersigned, duly elected and acting Secretary of the Authority, has signed this Certificate and affixed the seal of the Authority hereon, this 30<sup>th</sup> day of July, 2025.

  
\_\_\_\_\_  
Vicki M. Clark Secretary



**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
TOMBALL HOSPITAL AUTHORITY**

**Establishing Board Member, Terms of Office, and Appointment Procedures**

**WHEREAS**, the Tomball Hospital Authority (“Authority”) is a political subdivision of the State of Texas, duly organized and operating pursuant to Chapter 262 of the Texas Health and Safety Code; and

**WHEREAS**, the Board of Directors (“Board”) of the Authority is charged with governance and oversight of the Authority’s operations and mission to fund healthcare related services to the community; and

**WHEREAS**, it is necessary to define the composition of the Board, the geographic representation of its members, the terms of office, and the appointing authorities for each position;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Tomball Hospital Authority that:

**1. Board Composition and Representation**

The Board shall consist of eleven (11) members divided into three groups to be designated Class A, Class B and Class C.

Two (2) Class A Board Members shall be appointed by City Council and three (3) Class A Board members should be elected by the Board.

Class B and Class C Board Members shall have three (3) members each and shall be elected by the Board in alternating years.

The Class A, B, and C Board members and the City appointments and the terms of each Class are designated as follows:

CLASS	PLACE	NAME	APPOINTED BY	DATE FIRST APPOINTED	TERM WILL END	NOTES
A	1	Janna Hoglund	City		12/31/2028	Eligible 3-year terms
	2	Sharon Frank	City		12/31/2028	
	3	Danny Marburger	Authority		12/31/2028	
	4	Stavros (Tom) Kikis	Authority		12/31/2028	
	5	Vacancy	Authority		12/31/2028	

CLASS	PLACE	NAME	APPOINTED BY	DATE FIRST APPOINTED	TERM WILL END	NOTES
B	6	T.J. Tijerina	Authority		12/31/2027	2-year terms to begin stagger; thereafter eligible for 3-year terms
	7	Christina Nash	Authority		12/31/2027	
	8	Lori Wilson	Authority		12/31/2027	
C	9	Vicki Clark	Authority		12/31/2026	1-year terms to begin stagger; thereafter eligible for 3-year terms
	10	Jack Smith	Authority		12/31/2026	
	11	Bill Hogue	Authority		12/31/2026	

## 2. Terms of Office

Unless appointed to fill a vacancy, all Board terms shall commence on January 1 of each year. After the initial, each Board member shall serve a term of three (3) years, beginning on the date of appointment and ending on the anniversary of that date three years thereafter. Board members may be reappointed for successive terms, but shall be limited to serving not more than four (4) consecutive terms, beginning with the member's first term following adoption of these Bylaws. Vacancies shall be filled by the respective appointing authority for the remainder of the unexpired term.

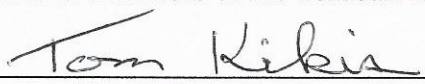
## 3. Eligibility

All Board members must be residents of the Authority's service area and demonstrate a commitment to the Authority's mission. Board Members selected by the Tomball City Council shall be residents of the City of Tomball.

## 4. Effective Date

This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** this 24<sup>th</sup> day of September, 2025, by the Board of Directors of the Tomball Hospital Authority.

  
 Stavros (Tom) Kikis, President, Board of Directors  
 Tomball Hospital Authority



## 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: Sharon V Frank

Address: [REDACTED]

City/State/Zip [REDACTED]

Email: [REDACTED]

Date: 6/20/25

Phone: [REDACTED]

(Home)

Phone: n/a

(Work)

Cell: [REDACTED]

I have lived in Tomball 32 years.

I am x am not     a U.S. Citizen

Occupation: I work for FAA Medical Examiner.com, I am the Coordinator for Pilot/ATC Services. I have work in the medical field as coder/biller

since 2006, I worked at Tomball Regional Internal Medicine from 2006-2019. Prior to going to back to school to obtain my degree in accounting I was a Hairstylist

at Young Hair Salon from 1983-2006. I also hold an Associates Degree in Medical Administration and am a certified Medical auditor.

Professional and/or Community Activities: I have been a member of the Rosehill Social Club since 1998, I help along with other members

to organize fundraisers, the main fundraiser is held in May at Tomball VFW. Rosehill Social Club has been able to donate 2.8 million dollars to families in need around Tomball, Magnolia, Wafer, Cypress, and immediate area.

I was appointed by the Tomball City Council in 2023 to the Tomball Regional Health Foundation Board of Directors, I will say this has by far been the most rewarding

**Additional Pertinent Information/References:** I have worked closely with Dr. Johnson during 2020-2023 running Covid testing sites in rural areas of Texas, also El Paso, San Antonio, Corpus Christi, Sugarland, and Tomball. I continue to work with Dr. Ewan Johnson for FAA Medical Examiner.com, I coordinate services for Pilots (Commercial, Private, & military), Air Traffic Controllers, as well as other federal employees to get their medical certificates in order to fly safely in our skies. As stated above I have been on the Board of Directors for TRHF since 2023, I believe that anyone on the board would agree that I have become very much a part of the organization

**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 believe that I can continue to offer/provide a positive input to the TRHF. Being a part of such a huge organization has become such an important part of me and I hope to continue on as part of this. I want to promote the wellness of all of Tomball as well as the other zip codes that we provide partnership to. Being part of the planning process of the new TRHF Administrative and Learning Center has been amazing. This building will be there for the city of Tomball for years to come and I have no doubt that it will be used by so many of our partners and the people of our great City of Tomball

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

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

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

Decision-Making Boards and Commissions

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

Meeting Information

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

Separate Legal Entities

- ( ) Tomball Economic Development Corporation

Meeting Information

Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)  
Fourth Wednesday each month, 4 p.m.

- ☒ Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

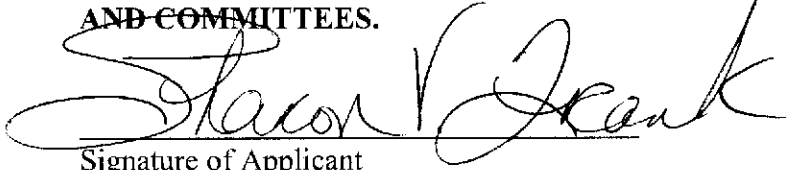
- ( ) Tomball Legacy Fund, Inc.  
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS,  
AND COMMITTEES.**



Signature of Applicant

*(Must be signed/signature typed in)*

Please return this application to:

City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[cso@tomballtx.gov](mailto: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 176.008(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

n/a

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

# **LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT**

**FORM CIS**

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

## **OFFICE USE ONLY**

Date Received

1 Name of Local Government Officer

N/A

2 Office Held

N/A

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

N/A

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

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 this 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]*  
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

(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

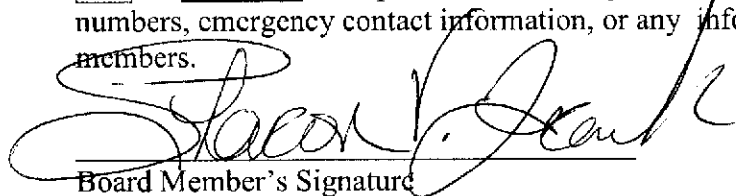
\_\_\_ personal email address

\_\_\_ 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.

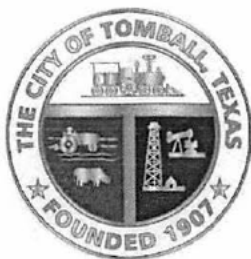
  
Board Member's Signature

20 June 2025

Date

Sharon V. Frank

Board Member's Printed Name



## CITY OF TOMBALL

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2023 will expire in 2025.

Please Type or Print Clearly:

Date: 6/5/24

Name: Janna Hoglund

Phone:

Address:

Phone:

(Home)

(Work)

City/State/Zip

Cell:

Email:

I have lived in Tomball 6 years.

I am X am not     a U.S. Citizen

Occupation: Director of LSC-Tomball Community library 2017-present

In this role I oversee the daily operations of the library, as well as developing and sustaining strategic partnerships within the Tomball Community. City of Tomball, TEDC, TISD, GTACC, LSC-Tomball, TRHF, Precincts 3 and 4 are some of the partners I work with. We are very engaged with our community as this is the key in serving it better. Multiple new services and programs for all ages have been added to benefit our Tomball Community

Professional and/or Community Activities:

GTACC Board of Directors - Vice Chairman of the Board (Business Resources), Executive Board Member, 2021-2023  
Tomball Education Foundation Board of Directors, Executive Board Member, Vice President of Communications, 2022-present  
Leadership North Houston Advisory Council, 2022-present  
Through the service on these Boards I am engaged in various community events and activities that benefit Tomball Community

**Additional Pertinent Information/References:**

References: Bruce Hillegeist, GTACC President, (281) 351-7222;

Dr. Lee Ann Nutt, LSC- Tomball President, (281) 351-3378

**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.**

The answer is simple - because I care and because I love Tomball. One of the Tomball leaders gave me an advice I am following:

"We should serve our community in a way that makes it a place we want to raise our children in and be with our families."

With this always in mind, I serve my Tomball Community. By serving on TRHF Board I can contribute even more to making Tomball

the best place to be in. I would like to help and support TRHF in achieving its organizational missions in serving our Tomball Community:

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

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

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

**Decision-Making Boards and Commissions**

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

**Meeting Information**

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

**Separate Legal Entities**

- ( ) Tomball Economic Development Corporation

**Meeting Information**

Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)  
Fourth Wednesday each month, 4 p.m.



Tomball Regional Health Foundation

**Ad Hoc/Advisory Committees**

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

**Meeting Information**

As called

**Non-profit Corporation Boards**

- ( ) Tomball Legacy Fund, Inc.  
Position 7, Tomball Legacy Fund, does not require Tomball residency

**Meeting Information**

As called

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS,  
AND COMMITTEES.**



Signature of Applicant

*(Must be signed/signature typed in)*

Please return this application to:

City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[cs@tomballtx.gov](mailto:cs@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

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

**CONFLICT OF INTEREST QUESTIONNAIRE**  
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 176.008(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

*n/a*

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

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

*n/a*

Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

*n/a*

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

**7** *Janna Hopland*  
Signature of vendor doing business with the governmental entity

*6/4/24*  
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.

# 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 178, Local Government Code.

## OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

Janna Hopland

2 Office Held

City Board

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.

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

Date Gift Accepted n/a Description of Gift

Date Gift Accepted n/a Description of Gift

Date Gift Accepted n/a Description of Gift

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Janna Hopland  
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 Janna Hopland and my date of birth is 03/08/1971

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

Executed in Harris County, State of Texas, on the 4 day of June, 2024

Janna Hopland  
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.

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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.

Janna Hoglund  
Board Member's Signature

6/4/24  
Date

Janna Hoglund  
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 06/04/2024 (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.

Janna Hopland  
Signature of Applicant for Appointment  
Janna Hopland  
Printed Name of Applicant  
6/4/2024  
Date:

# Janna V. Hoglund, MLIS

---

June 5, 2024

As an experienced and passionate servant leader, I strongly believe in the importance of community service. In my current role as the Director of LSC-Tomball Community Library, since 2017, I proudly and passionately serve our Tomball Community.

LSC-Tomball Community Library is a joint library in partnership between Harris County Public Library and Lone Star College-Tomball. As a library director, I actively engage with the Greater Tomball community the library serves. Building and sustaining strategic partnerships is one of the key aspects of community service and bringing a positive impact. I have served on the Board of Directors of the Greater Tomball Area Chamber of Commerce and currently serve on the Board of Directors of the Tomball Education Foundation and the Advisory Board of Leadership North Houston. My library, my team, and I have received multiple recognitions for community service from local and state organizations and elected officials.

Some of the major collaborative and community engagement initiatives that I was directly engaged in and coordinated:

- *Tomball Naturalization Ceremony* (in collaboration with the USCIS) – February 2024
- *GTACC Tomball Leadership Summit*, May 2023 (as the planning Committee Chair)
- *SPARK Partnership* (a partnership between the library, Tomball ISD, and LSC-Tomball). 2021 – present. SPARK received two 2023 awards from Texas Library Association as an innovative community initiative that made a significant positive impact. SPARK was recognized with a proclamation by the City of Tomball in 2021. Recognition from Commissioner Tom Ramsey in 2023.
- *Tomball Innovation Lab* (a collaboration between the library, LSC-Tomball, Precinct 4, GTACC, TEDC, HCA-Houston Healthcare Tomball, and City of Tomball). 2020 – present
- *Tomball Community Art Showcase* (a collaboration between the library, TISD, LSC-Tomball) 2019- present

I am looking forward to having a chance to serve on the TEDC Board in order to enhance the quality of life of our Tomball residents and to enhance the general well-being of our community.

Sincerely,

*Janna Hoglund*

**City Council Meeting  
Agenda Item  
Data Sheet**

**Meeting Date:** December 15, 2025

**Topic:**

Discussion and direction on possible Charter Amendments for a 2026 Special Election.

**Background:**

The City of Tomball’s Charter serves as the foundational governing document for its home-rule municipality. A periodic review ensures alignment with current legal standards, operational needs, and community values. The City’s last Charter amendment occurred May 4, 2024; and 16 of 17 propositions passed. Council may see the need to evaluate potential amendments for a possible Charter Election in 2026.

**Origination:**

**Recommendation:**

Council have discussion and provide direction on whether to plan for a Charter Amendment Election in 2026.

**Party(ies) responsible for placing this item on agenda:** Thomas Harris III, City Secretary

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

Signed	_____	Approved by	_____
	Staff Member		City Manager
	Date		Date

## PART I - CHARTER

Footnotes:

--- (1) ---

**Editor's note**— Printed herein is the home rule Charter of the city, as adopted by the voters at the election of January 17, 1987. Amendments to the Charter will be indicated by parenthetical history notes following amended provisions. The absence of a history note will indicate that the provision remains unchanged from the original Charter. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used, and the current references to statutes have been inserted in brackets following obsolete references as needed. Likewise, other additions made for clarity are indicated by brackets.

**State Constitution reference**— Charter to be consistent with constitution and general laws, art. XI, § 5.

**State Law reference**— Home rule municipality, V.T.C.A., Local Government Code § 9.001 et seq.

## PREAMBLE

We, the citizens of Tomball, Texas, in order to establish a Home Rule Municipal Government provide for the future progress of our City and obtain more fully the benefits of local self-government, do hereby adopt this Home Rule Charter in accordance with the Constitution and Statutes of the State of Texas; and do hereby declare the residents of the City of Tomball, in Harris County, Texas, living within the legally established boundaries of the said City, to be a political subdivision of the State of Texas incorporated forever under the name and style of the "City of Tomball" with such powers, rights and duties as herein provided.

(Rev. of 5-6-1995)

## ARTICLE I. - INTRODUCTORY PROVISIONS

### Sec. 1.01. - Corporate name.

The inhabitants of the City of Tomball, in Harris County, Texas, within the Corporate limits as now established and as hereafter established, shall continue to be and are hereby constituted a municipal body politic and corporate, in perpetuity, under the name of "The City of Tomball," and having such powers, privileges, rights, duties and immunities as are herein provided.

(Rev. of 5-6-1995)

### Sec. 1.02. - Meaning of the word "City."

When used in the Charter, unless otherwise apparent from the context, the word "City" shall be construed to mean the City of Tomball.

(Rev. of 5-6-1995)

Sec. 1.03. - Meaning of the word "Council."

When used in the Charter, unless otherwise apparent from the context, the word "Council" shall be construed to mean the City Council of the City of Tomball.

(Rev. of 5-6-1995)

Sec. 1.04. - Effect of Charter on existing law.

All codes, ordinances, resolutions, rules and regulations in force in the City on the effective date of this Charter, and not in conflict with this Charter, shall remain in force until altered, amended or repealed by Council. All taxes, assessments, liens, encumbrances and demands, of or against the City, fixed or established before such date, or for the fixing or establishing of which proceedings have begun at such date, shall be valid when properly fixed or established either under law in force at the time of the beginning of such proceedings or under the law after the adoption of this Charter.

(Rev. of 5-6-1995)

Sec. 1.05. - Gender of wording.

The masculine gender of the wording used throughout this Charter shall always be interpreted to mean either sex.

(Rev. of 5-6-1995; Ord. No. 2014-14, § 2, 6-16-2014)

Sec. 1.06. - Renumbering of Charter.

Subsequent to the Charter amendment election of May 10, 2014, the Council shall by ordinance authorize the general editing of this Charter to renumber and rearrange as necessary all articles, sections, and subsections therein, or amendments thereto.

(Rev. of 5-10-2014, amd. no. 5(1.10); Ord. No. 2014-14, § 2, 6-16-2014)

ARTICLE II. - FORM OF GOVERNMENT AND BOUNDARIES

Sec. 2.01. - Form of government.

The municipal government provided by the Charter shall be known as the "Council-Manager" Government. Pursuant to its provisions and subject only to the limitations imposed by the State Constitution, the Statutes of this State and by this Charter, all powers of the City shall be vested in an

elective Council which shall enact local legislation, adopt budgets, determine policies and appoint the City Manager, who in turn, shall be held responsible to the Council for the execution of the laws and the administration of the government of the City. All powers of the City shall be exercised in the manner prescribed by this Charter, or if the manner be not prescribed, then in such manner as may be prescribed by ordinance, the State Constitution or the Statutes of this State.

(Rev. of 5-6-1995)

**State Law reference**— Form of government, V.T.C.A., Local Government Code § 26.021.

#### Sec. 2.02. - Boundaries.

The boundaries and limits of the City are hereby established and described as those which exist under authority of the current City ordinances as displayed on a map maintained by the City Secretary and those boundaries established and changed hereafter as amended.

(Rev. of 5-6-1995)

**State Law reference**— Municipal boundaries, V.T.C.A., Local Government Code § 41.001 et seq.

#### Sec. 2.03. - Annexation.

The Council may by ordinance annex territory lying adjacent to the City in accordance with State law.

As provided by State statutes, any annexation of territory initiated at the request of the landowner shall not be charged against the City's annual annexation quota.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**State Law reference**— Municipal annexation, V.T.C.A., Local Government Code § 43.001 et seq.; annexation of property during tax year, V.T.C.A., Tax Code § 26.14.

#### Sec. 2.04. - Detachment of territory.

Territory lying within the boundary limits of the City and adjoining the outer boundary of the City may be detached from the City by ordinance following a petition or by ordinance following public notice. However, any territory so detached shall be liable for its pro rata share of any debts incurred while it was a part of the City, and the City shall continue to levy and collect taxes on the property within said territory until indebtedness has been discharged.

(Rev. of 5-6-1995)

**State Law reference**— Disannexation, V.T.C.A., Local Government Code § 43.141 et seq.

Sec. 2.05. - Boards, agencies and commissions.

The Council shall have the authority to establish by ordinance such boards, agencies and commissions as it may deem necessary or desirable for the conducting of the City's business and the management of its affairs. The membership, authority, duties, functions and responsibilities of such boards, agencies and commissions shall be such as are specified by ordinance. The authority, duties, functions and responsibilities thus granted to and conferred on such boards, agencies and commissions shall not be incompatible with the provisions of this Charter and shall in no manner conflict with, usurp or transfer any privilege, authority, duty, function or responsibility specifically granted herein or by the laws of the State of Texas to another office, board, agency or commission of the City.

(Rev. of 5-6-1995)

ARTICLE III. - GENERAL PROVISIONS

Sec. 3.01. - Official oath.

Before entering upon the duties of their respective offices, all officers of the City shall take and subscribe to the official oath prescribed in the Constitution of the State of Texas.

(Rev. of 5-6-1995)

**State Constitution reference—** Oath of elected officers, art. XVI, § 1.

Sec. 3.02. - Amending the Charter.

Amendments to this Charter may be framed and submitted to the voters of the City in the manner provided by State law.

(Rev. of 5-6-1995)

**State Law reference—** Charter commission, V.T.C.A., Local Government Code §§ 9.002, 9.003; Charter amendments, V.T.C.A., Local Government Code § 9.004 et seq.

Sec. 3.03. - Severability clause.

If any Section or part of a Section of this Charter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not invalidate or impair the validity, force or effect of any other Section or part of a Section of this Charter.

(Rev. of 5-6-1995)

Sec. 3.04. - Judicial notice.

This Charter shall be deemed an official document; shall have the force and effect of a general law; may be read in evidence without pleading or proof; and judicial notice shall be taken hereof in all courts and places without further proof.

(Rev. of 5-6-1995)

Sec. 3.05. - Public records.

All public records of every office, department, agency or other entity of the City shall be open to inspection by any citizen at all reasonable times, except for those records exempted by the Texas Open Records Act or other law.

(Rev. of 5-6-1995)

**State Law reference**— Local Government Records Act, V.T.C.A., Local Government Code § 201.001 et seq.

Sec. 3.06. - Official newspaper.

The Council shall have power to contract with, and by ordinance or resolution, annually designate a public newspaper of general circulation in the City as the official newspaper thereof and to continue as such until another is designated, and shall cause to be published therein all ordinances, notices and other matters required to be published by this Charter, by the ordinances of the City or by the Constitution or laws of the State of Texas.

(Rev. of 5-6-1995)

Sec. 3.07. - Provisions relating to assignment, execution and garnishment.

The property, real and personal, belonging to the City shall not be sold or appropriated under any writ of execution or cost bill; and no lien of any kind shall ever exist against any such property owned by the City except that the lien be created or authorized by this Charter or state law. The funds belonging to the City in the hands of any person, firm or corporation shall not be subject to garnishment, attachment, or sequestration nor shall the City be subject to garnishment due to any debt it may owe or funds or property it may have on hand or owing to any person. Neither the City nor any of its officers or agents shall be required to answer any writ or garnishment on any account whatever. The City shall not be obligated to recognize any assignment of wages or funds by its employees, agents or contractors, except as required by state or federal law.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 6(3.07); Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**State Law reference**— Garnishment, V.T.C.A., Civil Practice and Remedies Code § 63.001 et seq.; garnishment of municipal funds, V.T.C.A., Local Government Code § 101.023.

Sec. 3.08. - Security and bond non-requirement.

It shall not be necessary in any action, suit or proceedings in which the City is a party, for any bond or other security to be demanded or executed by or on behalf of said City in any of the State Courts, but in all such actions, suits, appeals or proceedings same shall be conducted in the manner as if such bond or other security had been given as required by law.

(Rev. of 5-6-1995)

**State Law reference**— Cities exempt from security for court costs, V.T.C.A., Civil Practice and Remedies Code § 6.002.

ARTICLE IV. - POWERS OF THE CITY

*Footnotes:*

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**State Law reference**— *General powers of municipalities, V.T.C.A., Local Government Code § 51.001 et seq.; authority of local self-government, V.T.C.A., Local Government Code § 51.072; eminent domain, V.T.C.A., Property Code § 21.001 et seq., V.T.C.A., Local Government Code § 251.001 et seq.*

Sec. 4.01. - General.

The City may use a corporate seal; may sue and be sued; may contract and be contracted with; may implead and be impleaded in all courts in all matters whatsoever; may cooperate with the government of the State of Texas or any agency thereof, the Federal Government or any agency thereof or any political subdivision of the State of Texas; and shall have all the powers granted to Home Rule cities by the Constitution and laws of the State of Texas, together with all the implied powers necessary to carry into execution of all the powers granted. The City may own or acquire property within or without its boundaries for any municipal purpose in fee simple or in any lesser interest or estate, by purchase, gift, devise, lease or condemnation and may sell, hold, lease, manage, control and police any property now owned by it or which it may hereafter acquire, and shall have the right to lease or let its property whether inside or outside the City limits, subject to the limitation hereinafter set out, and may construct, own, lease, operate and regulate the public utilities; may assess, levy and collect taxes for general and special purposes on all lawful subjects of taxation; may borrow money on the faith and credit of the City by issuance and sale of bonds, warrants or notes of the City; may appropriate the money of the City for all lawful purposes; may regulate and control the use, for whatever purpose, of the streets and other public places; may make and enforce all police, health, sanitary and other regulations; and may pass such ordinances as may be expedient for the

protection and maintenance of good government, peace and welfare of the City, for the performance of the functions thereof, for the order and security of its residents; and may provide suitable penalties for the violation of any ordinance enacted by the City; and, except as prohibited by the Constitution and laws of this State or restricted by this Charter, the City may exercise all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 4.02. - General powers adopted.

The enumeration of the particular powers in this Charter shall not be held or deemed to be exclusive but in addition to the powers enumerated herein or implied hereby or appropriate to the exercise of such powers, the City shall have and may exercise all power of local self-government and all other powers which, under the Constitution and laws of the State of Texas, it would be competent for this Charter specifically to enumerate.

(Rev. of 5-6-1995)

#### Sec. 4.03. - Eminent domain.

The City shall have the full power and right to exercise the power of eminent domain when necessary or desirable to carry out any of the powers conferred upon it by this Charter or by the Constitution and laws of the State of Texas. The City may exercise the power of eminent domain in any manner authorized or permitted by the Constitution and laws of this State. The power of eminent domain hereby conferred shall include the right of the City to take the fee in land so condemned and such power and authority shall include the right to condemn public property for such purposes. The City shall have and possess the power of condemnation for any municipal or public purpose even though not specifically enumerated in this Charter.

(Rev. of 5-6-1995)

**State Law reference**— Eminent domain, V.T.C.A., Property Code § 21.001 et seq., V.T.C.A., Local Government Code § 251.001 et seq.

#### Sec. 4.04. - Required notice for claims against the City.

Before the City shall be liable for damages for the death or personal injuries of any person or for damages to or destruction of property of any kind, the person injured, if living, or his representatives, if deceased, or the owner of the property damaged or destroyed, his agent or attorney shall give the City Manager or City Secretary notice in writing of such death, injury, damage or destruction, duly verified by affidavit, within six months after the damages were sustained, stating specifically in such written notice

when, where, and how the death, injury, damage or destruction occurred, and the apparent extent of any such injury, the amount of damages sustained, the actual residence of the claimant by street and number at the date the claim is presented, the actual residence of such claimant for six months immediately preceding the occurrence of such death, injury, damage or destruction and the names and addresses of all witnesses upon whom it is relied to establish the claim for damages. No action at law for damages shall be brought against the City for such death, injury, damage or destruction prior to the expiration of 90 days after the notice herein described has been filed with the City Manager or City Secretary.

(Rev. of 5-6-1995)

**Editor's note—** See also V.T.C.A., Civil Practice and Remedies Code § 101.101 for notice requirements.

**State Law reference—** Governmental liability, V.T.C.A., Civil Practice and Remedies Code ch. 101 et seq.

## ARTICLE V. - ELECTIONS

*Footnotes:*

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**State Law reference—** Elections generally, V.T.C.A., Election Code ch. 1 et seq.

### Sec. 5.01. - Elections: regular and special.

- A. All City elections shall be conducted and publicized in accordance with the Texas Election Code.
- B. The regular City election shall be held annually on the uniform election dates as designated by the Texas Election Code. The Council shall be responsible for specifying the places for holding such elections.
- C. The Council may, by resolution or ordinance, order a special election for purposes consistent with this Charter and laws of the State of Texas. The Council will fix the time and places for such a special election and provide all means for holding same.
- D. Municipal elections shall be conducted by election officials appointed by the Council, or as otherwise prescribed by law. Sample ballots identical in format to those used in the specific election shall be posted in the voting place(s) for the purpose of voter orientation.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 7(5.01); Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**Editor's note—** See also V.T.C.A., Election Code § 41.001 for election date to be second Saturday in May.

### Sec. 5.02. - Regulations and laws governing City elections.

The provisions of the General Election Laws of the State of Texas shall apply to all elections held under this Charter. All elections provided for by this Charter shall be conducted by the election authorities established by law.

The Council shall adopt any ordinances or regulations which it considers desirable, consistent with the election laws of the State of Texas and this Charter.

(Rev. of 5-6-1995)

**State Law reference—** Elections generally, V.T.C.A., Election Code ch. 1 et seq.

#### Sec. 5.03. - Filing for office.

Any qualified citizen as defined by Article 6.03 of this Charter may file for election to the Office of Mayor or Council Member. A signed application and prescribed oath shall be filed with the City Secretary in accordance with the Texas Election Code and any other forms as required by City or State law.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 8(5.03); Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 5.04. - Official ballot.

Candidates for all offices may reside in any portion of the City. The names of all candidates for office, except such as may have withdrawn, become ineligible or died, shall be printed on the official ballot in an order determined by the drawing of lots conducted by the City Secretary. Council members shall be designated on the official ballot with the place system, as defined by Article [Section] 6.02 of this Charter. The position number sought by the candidate shall be indicated on the ballot. Incumbent Council members seeking re-election must file for the position for which they were originally elected.

(Rev. of 5-6-1995)

**State Law reference—** Ballot form, content, and preparation, V.T.C.A., Election Code ch. 52.

#### Sec. 5.05. - Election by majority.

At the regular election, or any special election held to fill vacancies in the Mayor or Council member positions, the candidate receiving the majority of votes cast for the position shall be declared elected. If none of the candidates for a given position receives a majority of the votes cast, a run-off election shall be conducted in accordance with the Texas Election Code between the two candidates receiving the greatest number of votes.

(Rev. of 5-6-1995)

**State Law reference—** Vote required for election to office, V.T.C.A., Election Code ch. 2.

Sec. 5.06. - Conducting elections.

All residents who have complied with voter registration requirements as provided by the State Election Code shall be eligible to vote in the City elections. Election officials will be appointed by the Council, consistent with State laws, and compensation shall be set by the Council. Early voting shall be governed by the State Election Code of the State of Texas.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 9(5.06))

**State Law reference—** Voter qualifications and registration, V.T.C.A., Election Code ch. 11 et seq.

Sec. 5.07. - Canvassing elections.

The returns of all elections shall be delivered forthwith to the Mayor and City Secretary by the Election Judge. The Council shall canvass the returns and declare the results of such election in accordance with the provisions prescribed by State and Federal election laws.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

Sec. 5.08. - Council to be judge of election qualifications.

The Council shall make all regulations which it considers needful or desirable, not inconsistent with this Charter or the laws of the State of Texas as now or hereafter amended, for the conduct of municipal elections, for the prevention of fraud in such elections and for the recount of ballots in case of doubt of fraud. Municipal elections shall be conducted by appointed election authorities in accordance with Federal and State law. Should a run-off election result from any regular or special election, the appointed election authorities shall continue to act under their original commissions and shall conduct said resulting run-off election.

(Rev. of 5-6-1995)

Sec. 5.09. - Oath of office.

All elected officials shall, before entering upon the duties of their respective offices, take and subscribe to the official oath prescribed in the Constitution of the State of Texas.

(Rev. of 5-6-1995)

**State Constitution reference—** Oath of elected officers, art. XVI, § 1.

## ARTICLE VI. - THE TOMBALL CITY COUNCIL

*Footnotes:*

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**State Law reference**— *Form of government, V.T.C.A., Local Government Code § 26.001 et seq.*

### Sec. 6.01. - Powers of the City Council.

All powers and authority which are expressly or impliedly conferred on or possessed by the City shall be vested in and exercised by the Council. The Council shall levy all taxes, apportion all funds of the City among the various departments, adopt the budget, establish special funds for special purposes, authorize the issuance of bonds, order elections, canvass the returns and declare the results, enact all ordinances of any nature, provide penalties for their violation, grant all franchises which they deem proper, set compensation for City officers and employees and have general power over the City finances, subject to the conditions and limitations imposed by this Charter.

(Rev. of 5-6-1995)

### Sec. 6.02. - Number, selection, and term.

The Legislative and governing body of the City shall consist of a Mayor and five (5) Councilmembers and shall be known as the "City Council of the City of Tomball, Harris County, Texas."

- A. The Mayor shall be elected from the City at large. The Councilmembers shall be elected from the City at large by positions known as Positions 1, 2, 3, 4, and 5.
- B. The Mayor shall be the presiding officer of the Council and shall be recognized as the head of the City Government for all ceremonial purposes and by the Governor for purposes of military law. The Mayor shall be allowed to vote only in case of a tie vote and shall not have the authority to veto any action of the Council.
- C. The Mayor and each Councilmember shall hold office for a period of three (3) years or until a successor is elected and qualified. All elections shall be held in the manner provided for by this Charter and the election laws of the State of Texas.
- D. There shall be no limitation of elected terms for the Office of Mayor and Councilmembers.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 10(6.02); Ord. No. 2014-14, § 3, 6-16-2014; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

### Sec. 6.03. - Qualifications.

Each member of the Council shall be a resident citizen of the City, shall be a minimum of eighteen (18) years of age and a qualified voter of the State of Texas, and shall have been a resident citizen of Tomball for a period of not less than one (1) year immediately preceding that person's election. An incumbent seeking re-election must file for the same position number. Any person presently holding an elective office shall resign that office upon election to another elective office of profit or trust. No employee of the City shall continue in such position after election to an elective office. A citizen cannot file for an elective office if the candidate has a felony conviction except as provided by the State Election Code. The Mayor or Councilmember shall, if convicted of a felony while in office, immediately upon conviction thereof, forfeit said office. If the Mayor or any Councilmember fails to maintain the foregoing qualifications or shall be absent from two (2) regularly scheduled meetings within any six (6) month period without valid excuse, the Council must, at its next regular meeting, declare a vacancy as set forth in Section 6.09 of this Charter.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 11(6.03); Ord. No. 2014-14, § 3, 6-16-2014; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**State Law reference—** Age and residence requirements for city office, V.T.C.A., Election Code § 141.003.

#### Sec. 6.04. - Compensation.

By ordinance, the Council shall set the compensation for its members in attendance at its meetings. The Council shall also set a monthly stipend for the Mayor. The Mayor and City Councilmembers shall also be reimbursed for actual expenses incurred while on official business.

(Rev. of 5-6-1995; Ord. No. 2014-14, § 3, 6-16-2014; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 6.05. - Nepotism.

No officer of the City or officer of any City Board shall appoint, or vote for or confirm the appointment to any office, position, clerkship, employment or duty, of any person related with the second-degree of affinity (by marriage) or within the third-degree by consanguinity (by blood) to the person so appointing or so voting, or related to any other member of the governing body or board of the City; provided that any person who has been continuously employed in any employment for a period of six months prior to the election or 30 days prior to the appointment of the officer or member of a board may be retained in such employment, as provided by state statutes.

(Rev. of 5-6-1995)

**State Law reference—** Degrees of relationship, nepotism prohibitions, V.T.C.A., Government Code ch. 573.

#### Sec. 6.06. - Holding dual offices.

The Mayor and City Councilmembers are prohibited by the provision of Article XVI, Section 40, of the Texas Constitution and statutes of the State of Texas, from holding more than one civil office of emolument concurrently. Violation of this Section shall constitute malfeasance in office and any officer found guilty thereof shall be subject to removal from office.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**State Law reference**— Dual officeholding, V.T.C.A., Government Code ch. 574.

Sec. 6.07. - Conflict of interest in City contracts.

No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services except as provided by State law. Any violation of this Section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from that office or position. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the Council may invalidate the contract involved.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**State Law reference**— Regulation of conflicts of interest of officers of municipalities, V.T.C.A., Local Government Code ch. 171.

Sec. 6.08. - Mayor and Mayor Pro-Tem.

The Mayor shall be the official head of the City government. The Mayor shall be the Chairperson and shall preside at all meetings of the Council. The Mayor shall, when authorized by the Council, sign all official documents. The Mayor shall appoint special committees as deemed advisable, subject to approval by Council, or as instructed by the Council. The Mayor shall perform such other duties consistent with this Charter or as may be imposed upon the Mayor by Council.

The Council, at its first meeting after the election of Councilmembers, shall elect one of its members Mayor Pro-Tem, and the Mayor Pro-Tem shall perform all the duties of the Mayor in the absence or disability of the Mayor. The Mayor Pro-Tem shall retain voting privileges when acting in the absence of the Mayor.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

Sec. 6.09. - Vacancies.

When a vacancy occurs in the Council, the following provisions shall apply, to wit:

Any vacancy or vacancies occurring for which the unexpired term is twelve (12) months or less shall be filled by appointment of the Council. Any vacancy or vacancies for which the unexpired term is for more than twelve (12) months must be filled by a majority of voters voting in a special election called for such purpose in accordance with the Texas State Constitution.

It is further provided that in a special or regular election: The person(s) elected to fill a vacancy or vacancies shall serve only the unexpired term for that particular position.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 12(6.09))

**State Law reference**— Uniform election dates, V.T.C.A., Election Code § 41.001.

#### Sec. 6.10. - Appointments and removals.

Neither the Council nor any of its members shall instruct or request the City Manager or any of the City Manager's subordinate department heads to appoint or remove from office or employment any person except with respect to the offices which are to be filled with Council approval or appointment under the provisions of this Charter.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 6.11. - Interference with administration.

Except for the purpose of inquiries and investigations under Section 6.16, the Council or its members shall deal with City officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Council nor its members shall give orders to any such officer or employee, either publicly or privately.

(Rev. of 5-6-1995)

#### Sec. 6.12. - Meetings of Council.

The Council shall schedule at least two (2) regular meetings each month and as many additional meetings as it deems necessary to transact the business of the City and its citizens. The Council shall fix the days and time of the regular meetings. All regular meetings of the Council shall be held at the City of Tomball City Hall, unless the Council votes to approve a location other than the City Hall in the event it is determined to be in the public interest. All meetings shall be open and accessible to the public; however, the Council may recess

to an Executive Session only for the purposes provided by the Texas Open Meetings Act. Final action thereon shall not be taken by the Council until the matter is placed on the agenda and a vote taken in an open meeting.

The City Secretary, upon written request of the Mayor or any three (3) members of the Council, shall call special meetings of the Council, notice of such special meetings shall be given to each member of the Council, which said notice shall state the date for such meeting and the subject to be considered at such meeting, and no other subject shall be thereby considered.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 13(6.12); Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**State Law reference**— Open meetings of governmental bodies, V.T.C.A., Government Code § 551.001 et seq.

#### Sec. 6.13. - Rules of procedure.

The Council shall, by ordinance, determine its own rules and order of business and the rules shall provide that citizens of the City shall have a reasonable opportunity to be heard at any meeting in regard to any matter under consideration. The Council shall provide for the taking and recording of minutes of all meetings, and such minutes shall be a public record. Voting, except on procedural motions, shall be by roll call and the ayes, nays and abstentions shall be recorded in the minutes. A Councilmember shall state the reason for an abstaining vote. Four (4) members of the Council, one of whom may be the Mayor, shall constitute a quorum for the purpose of transaction of business. No action of the Council shall be valid or binding unless adopted by the affirmative vote of three or more members of the Council.

The Mayor shall have a binding vote only in case of tie votes from Councilmembers.

The minutes shall reflect the names of all members of Council in attendance at both regular and special Council meetings, with status of absence being addressed as "Excused" or "Unexcused" by the presiding officer. Council, by resolution, shall define the guidelines for determination of absences "Excused" and "Unexcused."

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 6.14. - Ordinances.

In addition to such acts of the Council as are required by statute or by this Charter to be by ordinance, every act of the Council establishing a fine or other penalty or providing for the expenditure of funds or for the contracting of indebtedness shall be by ordinance. The enacting clause of all ordinances shall be, "BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL:"

A.

*Procedure for Passage of Ordinances.* Every ordinance shall be introduced in written or printed form and, upon passage, shall take effect at the time indicated therein; provided that any ordinance imposing a penalty, fine or forfeiture for a violation of its provisions shall become effective not less than fourteen (14) days from the date of its passage. The City Secretary shall give notice of every ordinance under consideration, by causing the caption or summary, including the penalty, fine, or forfeiture for a violation of any such ordinance to be published in the official newspaper for the City after the first reading and at least once within fourteen (14) days after the passage of said ordinance. The City Secretary shall note on every ordinance, the caption of which is hereby required to be published, and on the record thereof, the fact that same has been published as required by the Charter, and the date of such publication, and promulgation of such ordinance; provided, that the provisions of this section shall not apply to the correction, revision and modification of the ordinances of the City for publication. It shall be necessary to the validity of any ordinance that it shall be read two (2) times and considered at two (2) sessions of the Council unless addressed otherwise by this Charter. Copies of said ordinances shall be made available at the City Hall upon request. Every ordinance shall be authenticated by the signature of the Mayor and City Secretary and shall be systematically recorded in an ordinance book in a manner approved by the Council. It shall only be necessary to record the caption or title of ordinances in the minutes or journal of Council meetings. The Council shall have power to cause the ordinances of the City to be corrected, revised, codified and printed in code form as often as the Council deems advisable, and such printed code, when adopted by the Council, shall be in full force and effect without the necessity of publishing the same or any part thereof in a newspaper. However, if the ordinance is amended, it then must be published one time, by caption only, in the official City newspaper. Such printed code shall be admitted in evidence in all courts and places without further proof.

- B. *Emergency Ordinances.* To meet a public emergency affecting life, health, property, or the public peace, the Council may adopt emergency ordinances. Such ordinances shall not levy taxes, grant or renew or extend a franchise, regulate the rate charged by any public utility for its services, or authorize the borrowing of money except to fund emergency appropriations in accordance with Article 8.15 of this Charter. An emergency ordinance shall be introduced in the form and manner generally prescribed for ordinances, except that it shall be plainly designated in the title as an emergency, with a description in clear and specific terms and with one reading sufficing for its passage. Such emergency clause shall require the affirmative vote of three members elected to Council. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced. After adoption, the ordinance shall become effective immediately and shall be published in the official newspaper for the City of Tomball once within 14 days after the passage of such ordinance. After adoption, the ordinance shall be numbered as required for other adopted ordinances, with the designation of "E" following the number. Every emergency ordinance so adopted, except

one authorizing the borrowing of money as described herein, shall automatically stand repealed as of the sixty-first (61st) day following the day on which it became effective, but this shall not prevent reenactment of the ordinance.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 14(6.14); Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**State Law reference**— Publication of ordinances, V.T.C.A., Local Government Code § 52.013.

Sec. 6.15. - Official bonds for City employees.

All City Officers and such employees as the Council may require, shall, before entering upon the duties of their offices or employment by the City, enter into a good and sufficient fidelity bond in a sum to be determined by the Council payable to the City and conditioned upon the faithful discharge of the duties of such persons and upon the faithful accounting of all monies, credits and things of value coming into the hands of such persons, and such bonds shall be signed as surety by some company authorized to do business under the laws of the State of Texas, and the premium on such bonds shall be paid by the City, and such bonds must be acceptable to the Council.

(Rev. of 5-6-1995)

Sec. 6.16. - Investigative body.

The Council shall have the power to inquire into the official conduct of any department, agency, office, officer or employee of the City, and for that purpose shall have the power to administer oaths, subpoena witnesses, compel the production of books, papers and other evidence material to the inquiry. The Council shall provide by ordinance, penalties for contempt in failing or refusing to obey any such subpoena or to produce any such books, papers or other evidence, and shall have the power to punish any such contempt in the manner provided by such ordinance.

(Rev. of 5-6-1995)

Sec. 6.17. - Liaison with boards and commissions.

Each year, following the election of members of the Council, the Council may appoint a Councilmember as a representative to each board and commission. That Councilmember shall attend, as needed, each board or commission. That Councilmember will serve as a liaison between the board or commission and the Council.

(Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

ARTICLE VII. - ADMINISTRATIVE SERVICES

Sec. 7.01. - City Manager.

- A. *Appointment and Qualifications.* The Council shall appoint an administrative and executive officer of the City who shall be responsible to the Council for the administration of all the affairs of the City. The City Manager shall be chosen by the Council solely on the basis of executive and administrative training, experience and ability. No member of the Council shall, during the time for which the member of Council is elected and for one year thereafter, be appointed City Manager.
- B. *Term and Salary.*
- (1) The City Manager shall be appointed for a term not to exceed two years by a majority vote of the entire Council. The appointment shall be secured through an explicit contractual agreement which shall protect the rights of both the Council and the City Manager.
  - (2) The City Manager shall receive compensation as may be fixed by the Council.
- C. *Duties of the City Manager.* The City Manager shall:
- (1) Be responsible to the Council for the efficient and economical administration of the City government. The City Manager shall see that all ordinances, bylaws, and resolutions of the Council are faithfully obeyed and enforced. The City Manager shall have the authority, with the approval of the Council, to appoint and remove all department heads. The City Manager shall have the authority to appoint and remove all other employees in the administrative service of the City. The City Manager may authorize the head of a department to appoint and remove subordinates in that respective department. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager.
  - (2) Prepare the budget annually and submit it to the Council and be responsible for its administration after adoption.
  - (3) Prepare and submit to the Council, as of the end of the fiscal year, a complete report on the finances and administrative activities of the City for the preceding year.
  - (4) Keep the Council advised of the financial condition and future needs of the City and make such recommendations as may seem desirable.
  - (5) Perform such duties as may be prescribed by this Charter or may be required of the City Manager by the Council, not inconsistent with this Charter.
  - (6)

Prepare a written report to the Council, first in 2029, and thereafter at intervals not exceeding five years, as to the need for revision of the city Charter, with special attention given to conflicts, if any, between the Charter and state law and recommending such amendments to the Charter as may seem necessary for legal, administrative, or other reasons.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 15(7.01); Ord. No. 2014-14, § 4, 6-16-2014; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 7.02. - Assistant City Manager.

The City Manager, with the approval of the Council, may appoint an Assistant City Manager. Such Assistant City Manager shall have all of the powers and duties as delineated by the Assistant City Manager's job description, and in the event of the absence or disability of the City Manager, the Assistant City Manager shall fill all the duties of the City Manager.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 7.03. - Police Department.

A Police Department is established to preserve order, to strive to secure the safety of residents, to prevent violence and to protect life and property from injury and loss within the limits and allowable jurisdiction of the City.

- A. *Chief of Police.* The Chief of Police is the senior officer of the Police Department. The Chief of Police is appointed by the City Manager, with the approval of the Council, for an indefinite term. With the approval of the City Manager, the Chief of Police appoints and removes the employees of the Police Department. The Chief of Police is responsible to the City Manager for the administration of the Police Department and the performance of Council-established duties and directives.
- B. *Reserve Police.* The Chief of Police may appoint or remove "Reserve Police Officers" in accordance with guidelines established by the Council. No other persons, except as otherwise provided by the laws of the State of Texas, shall act as "special police" within the City.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 16(7.03); Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**State Law reference—** V.T.C.A., Penal Code ch. 1 et seq.; V.T.C.A., Transportation Code ch. 1 et seq.; municipal law enforcement, V.T.C.A., Local Government Code ch. 341.

#### Sec. 7.04. - City Secretary.

There shall be a City Secretary for the City. The City Manager, with the approval of the Council, shall appoint a City Secretary and such assistants as the Council shall deem advisable. The City Secretary, or an Assistant City Secretary, shall give notice of Council meetings, shall keep the minutes of proceedings of such meetings, and shall authenticate by the City Secretary's signature and record in full in a book kept and indexed for the purpose, all ordinances and resolutions, and shall perform such other duties assigned by the City Manager and those elsewhere provided in this Charter and the laws of the State of Texas.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 17(7.04); Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 7.05. - Finance Director.

There shall be a Finance Director for the City. The City Manager, with the approval of the Council, shall appoint a Finance Director and such assistants as the Council shall deem advisable. The Finance Director shall perform the duties delegated to the Finance Director by the City Manager and those which may be imposed upon the Finance Director by the laws of the State of Texas.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 18(7.05); Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 7.06. - City Fire Department.

The Fire Department is established for general protection from fire for the residents of the City, for fire prevention education and enforcement, for salvage and rescue operations, and for other related activities as may be assigned by the Council. The department shall consist of full-time, part-time, volunteer members or any combination thereof. All such members shall function under the Standard Operating Guidelines of the Fire Department.

- A. *Fire Chief.* The Fire Chief is the senior officer of the Fire Department. The Fire Chief is appointed by the City Manager, with the approval of the Council, for an indefinite term. With the approval of the City Manager, the Fire Chief appoints and removes employees of the Fire Department. The Fire Chief is responsible to the City Manager for the administration of the Fire Department and the performance of Council-established duties and directives.
- B. *Fire Marshal.* A Fire Marshal shall be selected by the Fire Chief, with the approval of the City Manager and shall be responsible for enforcement of the City Fire Codes and other functions as may be assigned by the Fire Chief. The Fire Marshal shall be a member of the command staff of the Fire Department, and Fire Marshal may be removed from office by the Fire Chief with the approval of the City Manager.
- C.

*Mutual Aid Agreements with Other Fire Departments.* Subject to approval by the Council, the Fire Department may enter into inter-local and mutual aid agreements with other fire departments in the area by which to provide and receive assistance in emergency situation.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 20(7.07); Ord. No. 2014-14, § 5, 6-16-2014; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**State Law reference—** Municipal fire protection, V.T.C.A., Local Government Code ch. 342.

Sec. 7.07. - City Attorney.

The Council shall appoint legal counsel duly licensed in the State of Texas, who shall be the City Attorney. The City Attorney shall receive such compensation as may be fixed by the Council and shall hold the office at the pleasure of Council. The City Attorney, or such other attorneys selected by the City Attorney with the approval of the Council shall represent the City in all litigation. The City Attorney shall be the legal advisor of, attorney and counsel for, the City and all officers and departments thereof. A City Attorney shall hold no other City office or City employment during the term for which the City Attorney is appointed by the Council. Should a person serving as City Attorney become a candidate in a City election, that person shall resign the position as City Attorney upon election to a City Office.

(Rev. of 5-6-1995; Ord. No. 2014-14, § 5, 6-16-2014; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

Sec. 7.08. - Municipal Court.

There shall be established and maintained a Court designated as a "Municipal Court" for the trial of misdemeanor offenses, with all such powers and duties as are now or hereafter may be prescribed by the laws of the State of Texas relative to Municipal or Recorder's Court.

- A. The Judge of said Court shall be appointed by the Council, and shall be a licensed attorney, and shall receive such salary as may be fixed by the Council. The Judge of the Municipal Court shall serve for two (2) years. The Judge of the Municipal Court may be removed by a vote of the majority of Council for incompetency or official misconduct, after due notice and an opportunity to be heard in the Judge's defense. The Judge of the Municipal Court may also be removed from office by a Council resolution declaring a lack of confidence in the Judge, provided that two-thirds of the Council vote in favor of such resolution.
- B. The Clerk of said Court and the Clerk's deputies shall have the power to administer oaths and affidavits, make certificates, affix the seal of said Court thereto and generally do and perform any and all acts usual and necessary by the Clerk of Courts in issuing process of said courts and conducting the business thereof.

C.

The Council shall appoint other licensed attorneys to act as Temporary Judges of said Court in case of disability or absence of the Judge of the Municipal Court. The salary of Temporary Judges shall be fixed by the Council.

D. A Judge of the Municipal Court shall hold no other City office or City employment during the term for which the Judge is appointed by the Council. Should a person serving as Judge of the Municipal Court become a candidate in a City election, the Judge shall resign the position as Judge of the Municipal Court upon election to a City Office.

E. The Mayor shall serve as Judge of the Municipal Court in the absence of the Judge of the Municipal Court or alternates.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 21(7.09); Ord. No. 2014-14, § 5, 6-16-2014; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**State Law reference—** Municipal courts, V.T.C.A., Government Code ch. 29.

#### Sec. 7.09. - Health Department.

To assure a high quality of health and sanitation standards for the City, the City shall utilize and adhere to all rules and regulations regarding health and sanitation standards outlined, required, and governed by the Harris County Department of Health and the State Health Department.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 22(7.10); Ord. No. 2014-14, § 5, 6-16-2014)

**State Law reference—** Health generally, V.T.C.A., Health and Safety Code ch. 1 et seq.

#### Sec. 7.10. - Department of Public Works.

The City shall establish a Department of Public Works. The City Manager, with the approval of the Council, shall appoint a Director of Public Works who shall be the administrator of this department. The Department of Public Works shall perform such duties as maintenance of gas, water, and sewage facilities; maintenance of streets, collection of garbage; and such other duties as may be assigned by the City Manager.

(Rev. of 5-6-1995; Ord. No. 2014-14, § 5, 6-16-2014)

**State Law reference—** Water and utilities, V.T.C.A., Local Government Code ch. 401 et seq.

#### Sec. 7.11. - Department of Community Development.

There shall be a Director of Community Development for the City. The City Manager, with the approval of the Council, shall appoint a Director of Community Development and such assistants as the Council shall deem advisable. The Director of Community Development shall oversee the city's development processes,

including planning and zoning, engineering, code enforcement, and inspections, and shall perform such other duties assigned by the City Manager and those elsewhere provided in this Charter and the laws of the State of Texas.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 23(7.12); Ord. No. 2014-14, § 5, 6-16-2014)

**State Law reference**— Municipal regulation of housing and other structures, V.T.C.A., Local Government Code ch. 214.

## ARTICLE VIII. - MUNICIPAL FINANCE

*Footnotes:*

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**State Law reference**— *Finances, V.T.C.A., Local Government Code ch. 101 et seq.*

### Sec. 8.01. - Fiscal year.

The fiscal year of the City shall begin at the first day of October and shall end on the last day of September of each year. Such fiscal year shall constitute the budget and accounting year.

(Rev. of 5-6-1995)

**State Law reference**— City fiscal year, V.T.C.A., Local Government Code § 101.022, V.T.C.A., Tax Code § 1.05.

### Sec. 8.02. - Budget as public record.

The budget and all supporting schedules shall be filed with the person performing the duties of City Secretary and shall be submitted to the Council. Copies of the budget and the capital program, as adopted, shall be public records and shall be made available to the public at suitable places in the City to include the City Hall, and at two other public locations within the corporate limits of the City.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 25(8.02))

**State Law reference**— Local Government Records Act, V.T.C.A., Local Government Code § 201.001 et seq.

### Sec. 8.03. - Preparation and submission of budget.

The City Manager, between 60 and 120 days prior to the beginning of each fiscal year, shall submit to the Council a proposed budget, which shall provide a complete financial plan for the fiscal year and shall contain the following:

A.

A budget message which shall contain an explanation of the budget and an outline of the proposed financial policies of the City for the fiscal year; shall set forth the reasons for salient changes from the previous fiscal year in expenditures and revenue items; and shall explain any major changes in financial policy.

- B. A consolidated statement of anticipated receipts and proposed expenditures for all funds.
- C. A review and analysis of property valuations.
- D. An analysis of tax rates.
- E. The tax levies and tax collections by years for at least the immediate past five years.
- F. The general funds resources in detail.
- G. The special funds resources in detail.
- H. A summary of proposed expenditures by function, department, and activity with detailed estimates of expenditures shown separately for each activity to support the summary.
- I. A revenue and expense statement for all types of bonds, time warrants and other indebtedness.
- J. A description of all bond issues, time warrants, and other indebtedness outstanding, showing rate of interest, date of issue, maturity date, amount authorized, amount issued, and amount outstanding.
- K. A schedule of requirements for the principal and interest of each issue of bonds, time warrants, and other indebtedness.
- L. The appropriation ordinance.
- M. The tax levying ordinance.
- N. The total monies in all reserves (designated, undesignated, and debt) shall not exceed the budgeted City expenditures for the fiscal year. Likewise, the total monies included in all reserves shall not be less than one quarter of the budgeted City expenditures for a fiscal year.

The total proposed expenditures shall not exceed the total of estimated resources.

(Rev. of 5-6-1995)

**State Law reference—** Municipal budget, V.T.C.A., Local Government Code ch. 102.

Sec. 8.04. - Anticipated revenues compared with other years.

In preparing the budget, the City Manager shall place in parallel columns opposite the items of revenue the actual amount of each revenue item for the last completed fiscal year, the estimated amount for the current fiscal year and the proposed amount for the ensuing fiscal year.

(Rev. of 5-6-1995)

Sec. 8.05. - Proposed expenditures compared with other years.

In preparing the budget, the City Manager shall place in parallel columns opposite the items of expenditures the actual amount of such items of expenditures for the last completed fiscal year, the estimated amount for the current fiscal year and the proposed amount for the ensuing fiscal year. The total of proposed expenditures shall not exceed the total of estimated income.

(Rev. of 5-6-1995)

Sec. 8.06. - Notice of public hearing on budget.

At the Council meeting at which the budget is submitted, the Council shall authorize the publishing of the Budget Hearing notice in the City's official newspaper. The notice shall set forth the time, place and date of the budget hearing and the location and times at which the citizens may inspect the proposed budget. The notice shall be published in accordance with state law.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**Editor's note—** See also V.T.C.A., Local Government Code § 102.0065 for special notice by publication for budget.

Sec. 8.07. - Public hearing of budget.

The Public Hearing, as required in Section 8.06, shall give the citizens ample opportunity and time to speak for or against any and all items in the proposed budget.

(Rev. of 5-6-1995)

**State Law reference—** Public hearing on proposed budget, V.T.C.A., Local Government Code § 102.006.

Sec. 8.08. - Proceedings on budget after public hearings.

After the Public Hearing, the Council may insert new items or make changes in the proposed budget. Should changes be made, the same "Notice of Public Hearing on Budget" (Section 8.06) must be followed. After public hearings are completed and no changes made as a result, the Council may adopt the budget. In no case may the Council bring to a vote a budget in which expenditures are greater than the total estimated income.

(Rev. of 5-6-1995)

Sec. 8.09. - Vote required for adoption.

The budget shall be adopted by a majority vote of the Council.

(Rev. of 5-6-1995)

**State Law reference**— Adoption of budget, V.T.C.A., Local Government Code § 102.007.

Sec. 8.10. - Date of final adoption.

The budget shall be adopted no later than 15 days prior to the beginning of the fiscal year. Should the Council fail to adopt a new budget, the then-existing budget, together with its tax levying ordinance and its appropriation ordinance, shall be deemed adopted, on a month-to-month basis, for the ensuing fiscal year. Additional budget hearings may be held with proper notice (Section 8.06), until a budget is ultimately adopted.

(Rev. of 5-6-1995)

**State Law reference**— Adoption of budget, V.T.C.A., Local Government Code § 102.007.

Sec. 8.11. - Effective date of budget; certification; copies made available.

Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget as finally adopted, shall be filed with the person performing the duties of City Secretary and the County Clerk of Harris County. Copies of the final budget shall be posted for the public at the office of the City Secretary and at two other public locations within the corporate limits of the City. Copies of the budget may be obtained by the public at the City Hall.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 26(8.11))

**State Law reference**— Approved budget filed with municipal clerk, posting on internet, V.T.C.A., Local Government Code § 102.008.

Sec. 8.12. - Budgetary amendments.

From the effective date of the budget, any budgetary amendments shall be made in accordance with State and Federal laws and the Constitution of the State of Texas.

(Rev. of 5-6-1995)

**State Law reference**— Changes in budget for municipal purposes, V.T.C.A., Local Government Code § 102.010.

Sec. 8.13. - Budget established amount to be raised by property tax.

From the effective date of the budget, the established amount to be raised by property tax shall in no event exceed the legal limit provided by State and Federal laws and the Constitution of the State of Texas.

(Rev. of 5-6-1995)

**State Law reference**— Levy of taxes, V.T.C.A., Local Government Code § 102.009.

Sec. 8.14. - Estimated expenditures shall not exceed estimated resources.

The total estimated expenditures of the general fund and debt service fund shall not exceed the total estimated resources of each fund. The classification of revenue and expenditure accounts shall conform as nearly as local conditions will permit to the uniform classification as promulgated by the Governmental Accounting Standards Board or other nationally accepted classifications.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**State Law reference**— Expenditure of funds, V.T.C.A., Local Government Code § 102.009.

Sec. 8.15. - Emergency appropriation.

At any time in any fiscal year, the Council may, pursuant to this section, make emergency appropriations to meet a pressing need for public expenditure, for other than recurring requirements, to protect the public health, safety or welfare. Such appropriations shall be by ordinance adopted at a special or regular meeting by the majority vote of the Council.

(Rev. of 5-6-1995)

**State Law reference**— Emergency expenditure, V.T.C.A., Local Government Code § 102.009.

Sec. 8.16. - Purchase procedure.

All purchases made and contracts executed by the City shall be pursuant to the laws established by the State of Texas.

(Rev. of 5-6-1995)

**State Law reference**— Competitive bidding, V.T.C.A., Local Government Code § 252.021 et seq.; exemptions, V.T.C.A., Local Government Code §§ 252.022, 252.023.

Sec. 8.17. - Disbursement of funds.

All checks, vouchers or warrants for the withdrawal of money from the City Depository shall be signed by the City Manager and countersigned by the Assistant City Manager, City Secretary or the Finance Director.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 27(8.17); Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**State Law reference—** Drawing of checks and warrants, V.T.C.A., Local Government Code § 105.074; checks payable at depository, V.T.C.A., Local Government Code § 105.075; debts payable other than at municipal treasury, V.T.C.A., Local Government Code § 105.076.

Sec. 8.18. - Power to tax.

The Council shall have the power, and is hereby authorized to levy and collect an annual tax upon all real and personal property within the City not to exceed the maximum limits set by the Constitution and laws of the State of Texas.

(Rev. of 5-6-1995)

Sec. 8.19. - Property subject to tax; rendition, appraisal and assessment.

All real, tangible and intangible personal property within the jurisdiction of the City of Tomball not expressly exempted by law, shall be subject to annual taxation. The method and procedures for the rendition, appraisal and assessment of all real and personal property within the City shall be in accordance with applicable provisions of the Property Tax Code of the State of Texas.

(Rev. of 5-6-1995)

Sec. 8.20. - Taxes, when due and payable.

All taxes due the City shall be payable on receipt of the tax bill and shall be considered delinquent if not paid before February 1 of the year following the year in which imposed. The postponement of any delinquency date and the amount of penalty, interest and costs to be imposed on delinquent taxes shall be in accordance with applicable ordinances of the City and the Property Tax Code of the State of Texas."

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 28(8.20))

Sec. 8.21. - Tax liens.

- A. A special lien in favor of the City is hereby created on all real, personal and mixed property in the City for all unpaid taxes. The priority of said lien shall be determined in accordance with state law.
- B. All seizure and foreclosure proceedings shall be administered in accordance with State property tax codes.

Sec. 8.22. - Tax remission and discounts.

Except as provided by State law, neither the Council or any other official of the City shall ever extend the time for payment of taxes nor remit, discount or compromise any tax legally due the City, nor waive the penalty, interest and costs that may be due thereon to or for any person, association, corporation, firm or partnership owing taxes to the City for such year or years.

(Rev. of 5-6-1995)

Sec. 8.23. - Issuance of bonds.

The City shall have the power to issue bonds and levy a tax to support the issue for permanent improvements and all other lawful purposes.

- A. *General Obligation Bonds.* The City shall have the power to borrow money on the credit of the City and to issue general obligation bonds for permanent public improvements or for any other public purpose not prohibited by the Constitution and laws of the State of Texas and to issue refunding bonds to refund outstanding bonds of the City previously issued. All such bonds shall be issued in conformity with the laws of the State of Texas and shall be used only for the purpose for which they were issued.
- B. *Revenue Bonds.* The City shall have the power to borrow money for the purpose of constructing, purchasing, improving, extending or repairing of public utilities, recreational facilities or any other self-liquidating municipal function not prohibited by the Constitution and Laws of the State of Texas and to issue revenue bonds to evidence the obligation created thereby, and to issue refunding bonds to refund outstanding revenue bonds of the City previously issued. All such bonds shall be issued in conformity with the laws of the State of Texas and shall be used only for the purpose for which they were issued.
- C. *Sale of Bonds.* No bonds, other than refunding bonds issued to refund and in exchange of previously issued outstanding bonds, issued by the City shall be sold for less than par value and accrued interest. All bonds of the City having been issued or sold in accordance with the terms of this section and having been delivered to the purchasers thereof shall thereafter be incontestable and all bonds issued to refund and in exchange of outstanding bonds previously issued shall, after said exchange, be incontestable.

(Rev. of 5-6-1995)

**State Law reference—** Specific authority for municipalities to issue securities, V.T.C.A., Government Code ch. 1501 et seq.

#### Sec. 8.24. - Independent audit.

Prior to the end of each fiscal year, the Council shall designate a certified public accountant, who is licensed by the State of Texas, to make an independent audit of accounts and other evidences of financial transactions of the City government and submit a report to the Council within one hundred eighty (180) days from the closing date of the City's fiscal year. Notice shall be given by publication in the official newspaper of the City that the annual audit is on file at the City Hall for inspection.

Such accountant shall have no personal interest, direct or indirect, in the fiscal affairs of the City government. The accountant shall not maintain any accounts or records of the City business, but, within specifications approved by the Council, shall post audit the books and documents kept by the Finance Director and any separate or subordinate accounts kept by any other office, department or agency of the City.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 30(8.24))

**State Law reference**— Audit of municipal finances, V.T.C.A., Local Government Code § 103.001 et seq.

#### ARTICLE IX. - FRANCHISE AND PUBLIC UTILITIES

*Footnotes:*

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**State Law reference**— *Water and utilities, V.T.C.A., Local Government Code ch. 401 et seq.*

#### Sec. 9.01. - Power to grant franchise.

Council shall have power by ordinance to grant, amend, renew and extend all franchises of all public utilities of every type operating with the City. All such ordinances granting, amending, renewing, or extending franchises for public utilities shall be governed by the procedures established in Section 6.14. No public utility franchise shall be granted for a term of more than twenty (20) years, nor be transferable except with the approval of the Council expressed by ordinance.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 31(9.01))

#### Sec. 9.02. - Franchise value not to be allowed.

In fixing reasonable rates and charges for utility service within the City and in determining the just compensation to be paid by the City for public utility property which the City may acquire by condemnation or otherwise, nothing shall be included as the value of any franchise granted by the City under this Charter.

Sec. 9.03. - Right of regulation.

Every grant, renewal, extension or amendment of a public utility franchise, whether so provided in the ordinance or not, shall be subject to the right of the City unless Federal or State law dictates otherwise:

- A. To forfeit any such franchise by ordinance at any time for failure of the holder thereof to comply with the terms of the franchise. Such power shall be exercised only after written notice to the franchise holder stating wherein the franchise holder has failed to comply with the terms of the franchise and setting a reasonable time for the correction of such failure, and shall be exercised after such reasonable time has expired.
- B. To impose reasonable regulations to ensure safe, efficient and continuous service to the public.
- C. To require such expansion, extension, enlargement and improvement of plants and facilities as are necessary to provide adequate service to the public.
- D. To require every franchise holder to furnish to the City, without cost to the City, full information regarding the location, character, size, length and terminals of all facilities of such franchise holder in, over and under the streets, alleys and other public properties of the City, and to regulate and control the location, relocation and removal of such facilities.
- E. To collect from every public utility operating in the City such proportion of the expense of excavating, grading, paving, repaving, constructing, reconstructing, draining, repairing, maintaining, lighting, sweeping and sprinkling the streets, alleys, bridges, culverts, viaducts and other public places of the City which represent the increased cost of such operation resulting from the occupancy of such public places by such public utility, and such proportion of that cost of such operations as results from the damage to or the disturbance of such public places caused by such public utility; or to compel such public utility to perform, at its own expense, such operations as above listed which are made necessary by the occupancy of such public places by such utility or by damage to or disturbance of such public places caused by such public utility.
- F. To require every franchise holder to allow other public utilities to use its poles and other facilities, including bridges and viaducts, whenever in the judgment of the Council such use shall be in the public interest, provided that in such an event, a reasonable rental shall be paid such owner of the facilities for such use. Provided further, that inability of such public utilities to agree upon rental facilities shall not be an excuse for failure to comply with such requirement by the Council.
- G.

To require the keeping of accounts in such form as will accurately reflect the value of the property of each franchise holder which is used and useful in rendering its service to the public and the expenses, receipts and profits of all kind of such franchise holder.

- H. To examine and audit at any time during business hours the accounts and other records of any franchise holder.
- I. To require reports on the operation of the utility, which shall be in such form and contain such information as the Council shall prescribe.
- J. To require that the public utility give notice to any subscriber to its service prior to the permanent or temporary discontinuance or disruption of such service by the public utility, except in cases of emergency, and to require that no officer, agent, servant or employee of the public utility nor any vehicles or equipment under their control shall make use of, go upon or across any private property in the City without first obtaining the permission of the owner or occupant of such property, except in cases of emergency, and to provide a penalty for the violation of such requirements.
- K. To impose such other reasonable regulations, restrictions, requirements and conditions as may be deemed necessary or desirable to promote the health, safety, welfare or accommodations of the public.
- L. No franchise shall be transferable except with the approval of the Council as expressed by ordinance. The term "transferable," as used herein, shall not be construed in such a manner as to prevent the franchise from pledging said franchise as security for a valid debt or mortgage.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 9.04. - Grant not to be exclusive.

No grant of franchise to construct, maintain or operate a public utility and no renewal or extension of such grant shall be exclusive.

(Rev. of 5-6-1995)

#### Sec. 9.05. - Other conditions.

All franchises heretofore granted are recognized as contracts between the City and the grantee, and the contractual rights as contained in any such franchise shall not be impaired by the provisions of this Charter except that the power of the City to exercise the rights of eminent domain in the acquisition of any utility property is in all things reserved, and except the general power of the City heretofore existing and herein provided for to regulate the rates and services of a utility, which shall include the right to require adequate and reasonable quality of utility service to the public. Every public utility franchise hereafter granted s

held subject to all the terms and conditions contained in the various sections of this Article whether or not such terms are specifically mentioned in the franchises. Nothing in this Charter shall operate to limit in any way, as specifically stated, the discretion of the Council or the voters of the City in imposing terms and conditions as may be reasonable in connection with any franchise grant, including the right to require such compensation or rental as may be permitted by the laws of the State of Texas and the United States of America.

(Rev. of 5-6-1995)

Sec. 9.06. - Accounts of municipally-owned utilities.

Accounts shall be kept for each public utility owned or operated by the City in such manner as to show the true and complete financial results of such City ownership and operation, including all assets and all liabilities, appropriately subdivided by classes, depreciation reserve, other reserves and surplus; also revenues, operating expenses including depreciation, interest payment, rental and other disposition of annual income, the accounts shall show actual capital cost to the City of each public utility owned; the cost of all extensions, additions and improvements and the source of funds expended for such capital purposes. They shall show as nearly as possible the cost of any service furnished to or rendered by any such utility to any City Government Department. The Council shall cause an annual report to be made by a Certified Public Accountant giving the information specified in this section and such other data as the Council shall deem expedient.

(Rev. of 5-6-1995)

Sec. 9.07. - Sales of municipal utilities.

The Council shall have the power and authority to:

- A. Sell and distribute water, sell and provide sewer services, sell and distribute natural gas, provide for garbage and trash collection and disposition, and provide similar services within the Corporate limits of the City or its extraterritorial jurisdiction (ETJ).
- B. Prescribe the types of materials used within or beyond the limits of the City for such municipal services, inspect the same and require such materials to be kept in good order and condition at all times, make such rules and regulations as shall be necessary and proper and prescribe penalties for noncompliance with same.

(Rev. of 5-6-1995)

Sec. 9.08. - Regulation of rates and utilities.

The Council shall have full power, after notice and hearing, to regulate by ordinance, subject to Federal and State laws, the rates of every public utility operating in the City provided that no such ordinance shall be passed as an emergency measure. The City shall have power to employ, at the expense of the Grantee, expert assistance and advice in determining a reasonable rate and equitable profit to the Grantee. This Charter does not revoke any existing City Ordinance that has waived the right of rate regulation by the City to the Public Utility Commission of the State of Texas.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 32(9.08))

## ARTICLE X. - MUNICIPAL PLANNING

*Footnotes:*

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**State Law reference**— *Planning and development, V.T.C.A., Local Government Code ch. 371 et seq.*

### Sec. 10.01. - Planning and Zoning Commission.

The Council shall appoint a City Planning and Zoning Commission, consisting of five (5) members, who shall be residents of the City but who shall not be employees of the City.

- A. *Term of Office.* The members of the Commission shall be appointed for three (3) year, staggered terms.
- B. *Rules of Procedure.* The Commission shall annually elect one (1) of its number Chairman and shall establish its own rules of procedure which shall include the following: A quorum shall consist of a majority of the members of the Commission and an affirmative vote of a majority of those present shall be necessary to pass upon pending questions. All meetings shall be open to the public and a record of all proceedings shall be maintained by the Commission Secretary and shall be a public record.
- C. *Vacancies.* Members of the Commission shall actively participate in the activities of the Commission, and any member who is absent from three (3) consecutive meetings of the Commission without valid excuse as determined by the Commission, shall automatically be dismissed from membership. The Commission shall at once notify the Council that a vacancy in the Commission exists. Vacancies occurring in the Commission, for whatever reason, shall be filled within thirty (30) days by appointment by the Council for the remainder of the unexpired term.
- D. *Powers and Duties.* The Commission shall have the power and shall be required to:
  - (1)

Recommend to the Council amendments, extensions and additions to the Master Plan for the physical development of the City.

(2) Reserved.

(3) Recommend to the Council plans for the clearance and rebuilding of slum districts and blighted areas which may develop within the City.

(4) Reserved.

(5) Reserved.

(6) Meet no less than once each quarter, meetings to be held at the City Hall unless prior notice of change of meeting place be given by publication.

(7) Operate under the guidelines of the powers granted by the Civil Statutes of the State of Texas.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 33(10.01); Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 10.02. - Platting of property.

Every owner of any tract of land situated within the corporate limits of the City or its extraterritorial jurisdiction (ETJ), who may divide the same into two (2) or more parts for the purpose of laying out any subdivisions or any addition to the City shall comply with all applicable provisions contained in the Code of Ordinances of the City, as adopted or hereafter amended.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

**State Law reference**— Extraterritorial jurisdiction of municipalities, V.T.C.A., Local Government Code ch. 42; municipal regulation of subdivisions, V.T.C.A., Local Government Code ch. 212; extraterritorial jurisdiction of municipalities in counties that regulate subdivisions, V.T.C.A., Local Government Code ch. 242; recording of plats, V.T.C.A., Property Code § 12.002; extension of subdivision rules to extraterritorial jurisdiction, V.T.C.A., Local Government Code § 212.003; municipal annexation, V.T.C.A., Local Government Code ch. 43.

#### Sec. 10.03. - Development of property.

The Council shall cooperate in every manner possible with persons interested in the development of property within the corporate limits of the City or its extraterritorial jurisdiction (ETJ). No expenditure of public funds, however, shall be authorized for the development of privately-owned subdivisions situated within or beyond the corporate limits of the City, except for the extension of utilities or services to such areas.

(Rev. of 5-6-1995)

**State Law reference—** Municipal regulation of subdivisions and property development, V.T.C.A., Local Government Code ch. 212.

## ARTICLE XI. - RECALL OF OFFICERS

### Sec. 11.01. - General power.

The qualified voters of the City, in addition to the method of legislation herein provided, shall have the power of direct legislation by recall vote.

(Rev. of 5-6-1995)

### Sec. 11.02. - Scope of recall.

Any elected City official, elected to office by the qualified voters of the City, shall be subject to recall and removal from office by the qualified voters of the City on grounds of incompetency, misconduct or malfeasance in office.

(Rev. of 5-6-1995)

### Sec. 11.03. - Petition for recall.

Before the question of recall of such officers shall be submitted to the qualified voters of the City, a petition demanding such question to be so submitted shall first be filed with the person performing the duties of City Secretary; which said petition shall be signed by qualified voters of the City equal in number to at least thirty-percent (30%) of the number of votes cast at the last regular municipal election of the City, for the position in question, but in no such event less than one hundred seventy-five (175) petitioners. Each signer of such recall petition shall personally sign the signer's name thereto in ink, and shall write after the signer's, the signer's place of residence, giving name of street and number. The signer shall also write thereon the signer's voter registration number, and the day, month and year the signer's signature was affixed.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

### Sec. 11.04. - Form of recall petition.

The recall petition must be addressed to the Council of the City, must distinctly and specifically point out the ground or grounds upon which such petition for removal is predicated, and if there be more than one ground, such as for incompetency, misconduct or malfeasance in office, shall specifically state each ground with such certainty as to give the officer sought to be removed notice of the matters and things with

that officer is charged. One of the signers of each separate petition shall make a notarized affidavit that that signer, and that that signer only, personally circulated such petition, and that each signature appended thereto was made in that signer's presence and is the genuine signature of the person whose name it purports to be.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 11.05. - Various papers constituting petition.

The petition may consist of one or more copies, and the several parts of copies of the petition may be filed separately and by different persons; but no signature to such petition shall remain effective or be counted which was placed thereon more than forty-five (45) days prior to the filing of such petition or petitions with the person performing the duties of City Secretary. All papers comprising a recall petition shall be filed with the person performing the duties of City Secretary on the same day, and the said City Secretary shall immediately notify, in writing, the officer so sought to be removed by mailing such notice by Certified Mail to that officer's Tomball mailing address.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 11.06. - Presentation of petition to City Council.

Within five business days after the date of the filing of the papers constituting the recall petition, the person performing the duties of City Secretary shall certify such petition or return same to petitioners for correction. After certification, the person performing the duties of City Secretary shall present such petition to the Council of the City at the next regular meeting.

(Rev. of 5-6-1995)

#### Sec. 11.07. - Public hearing to be held.

The officer whose removal is sought may, within five (5) business days after such recall petition has been presented to the Council, request that a public hearing be held to permit the officer to present facts pertinent to the charges specified in the recall petition. In this event, the Council shall order such public hearing to be held not less than five (5) business days, nor more than fifteen (15) days, after receiving such request for a public hearing.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 11.08. - Election to be called.

If the officer whose removal is sought does not resign, then it shall become the duty of the Council to order an election and fix a date for holding such recall election, in accordance with State law.

(Rev. of 5-6-1995; Rev. of 5-10-2014, amd. no. 34(11.08))

Sec. 11.09. - Failure of City Council to call an election.

In case all the requirements of this Charter shall have been met and the Council shall fail or refuse to receive the recall petition, or to order such recall election or to discharge any other duties imposed upon the Council by the provisions of this Charter with reference to such recall, then the petitioner shall have the right to file an action in an appropriate court to obtain a writ of mandamus or other relief requiring the Council to call the election.

(Rev. of 5-6-1995)

Sec. 11.10. - Ballots in recall election.

Ballots used at recall elections shall conform to the following requirements:

A. With respect to each person whose removal is sought, the question shall be submitted:

"Shall (name of person) be removed from the office of (name of office) by recall?"

B. Immediately below each such question, therefore, shall be printed the following words, one above the other, in the order indicated:

"Yes"

"No."

(Rev. of 5-6-1995)

Sec. 11.11. - Result of recall election.

If a majority of the votes cast at a recall election shall be "NO," that is against the recall of the person named on the ballot, that officer shall continue in office for the remainder of that officer's unexpired term, subject to recall as before.

If a majority of the votes cast as such election be "YES," that is for recall of the person named on the ballot, that officer shall be deemed removed from office, and the vacancy shall be filled as vacancies in the Council are filled, as provided in [Section 6.09](#).

(Rev. of 5-6-1995; [Ord. No. 2024-02](#), § 2, election date 5-4-2024 (results verified by [Res. No. 2024-23](#), § 6, 5-13-2024))

Sec. 11.12. - Recall, restrictions thereof.

No recall petition shall be filed against any officer of the City within three (3) months after that officer's election nor within (3) months after an election for such officer's recall.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

ARTICLE XII. - LEGISLATION BY THE PEOPLE, INITIATIVE AND REFERENDUM

Sec. 12.01. - General power.

The qualified voters of the City, in addition to the method of legislation hereinbefore provided, shall have the power of direct legislation by initiative and referendum.

(Rev. of 5-6-1995)

Sec. 12.02. - Initiative.

Qualified voters of the City may initiate legislation by submitting a petition addressed to the Council which requests the submission of a proposed ordinance or resolution to a vote of the qualified voters of the City. Said petition must be signed by qualified voters of the City equal in number to thirty-percent (30%) of the average of the highest number of votes cast at the last three regular municipal elections for council place or Mayor of the City, or two hundred fifty (250) qualified voters whichever is greater, and each copy of the petition shall have attached to it a copy of the proposed legislation. Each signer of such petition shall personally sign and print the signer's name thereto in ink, and write the signer's place of residence, giving name of street and number. That signer shall also write thereon the signer's voter registration number and the day, month, and year the signer's signature was affixed. The petition may consist of one (1) or more notarized copies as permitted in Section 11.05 of this Charter. Such petition shall be filed with the person performing the duties of City Secretary. Within five (5) business days after the filing of such petition, the person performing the duties of City Secretary shall certify such petition or return same to petitioners for corrections. After certification, the person performing the duties of City Secretary shall present said petition and proposed ordinance or resolution to the Council at the next regular meeting. Upon presentation to the Council of the petition and draft of the proposed ordinance or resolution, it shall become the duty of the Council, on or before the next regularly scheduled meeting of the Council, to pass and adopt such ordinance or resolution without alteration as to meaning or effect in the opinion of the persons filing the petition to call a special election on the next uniform election date as provided by the State Election Code, at which the

qualified voters of the City shall vote on the question of adopting or rejecting the proposed legislation. No ordinance shall be proposed by an initiative petition which is on the same question as an ordinance so submitted and defeated at an election held within the preceding twelve (12) months.

(Rev. of 5-6-1995; Ord. No. 2024-02, § 2, election date 5-4-2024 (results verified by Res. No. 2024-23, § 6, 5-13-2024))

#### Sec. 12.03. - Referendum.

Qualified voters of the City may require that any ordinance or resolution, with the exception of ordinances or resolutions levying taxes, issuing tax or revenue bonds or relating to annexation or franchises, passed by the Council, be submitted to the voters of the City for approval or disapproval, by submitting a petition for this purpose within 30 days after final passage of said ordinance or resolution or within 30 days after its publication. Said petition shall be addressed, prepared, signed and certified as required for petitions initiating legislation, as provided in Section 12.02 of this Charter and shall be submitted to the person performing the duties of City Secretary. Immediately upon the filing of such petition, the City Secretary shall present said petition to the Council. The Council shall immediately reconsider such ordinance or resolution and, if it does not entirely repeal the same, shall submit it to the voters as provided in Section 12.02 of this Charter. Pending the holding of such election, such ordinance or resolution shall be suspended from taking effect and shall not later take effect unless a majority of the qualified voters voting thereon at such election shall vote in favor thereof.

(Rev. of 5-6-1995)

#### Sec. 12.04. - Voluntary submission of legislation by the Council.

The Council, by majority vote, may submit to the voters any ordinance, resolution or measure for adoption, rejection or repeal in the same manner and with the same force and effect as provided in this Article. A special election may be called for this purpose, if necessary, as provided in Section 12.02.

(Rev. of 5-6-1995)

#### Sec. 12.05. - Form of ballots.

The ballots used, when voting upon such proposed and referred ordinances, resolutions or measures, shall set forth their nature sufficiently to identify them and shall set forth upon separate lines, the words:

"FOR THE ORDINANCE" and

"AGAINST THE ORDINANCE"; or

"FOR THE RESOLUTION" and

"AGAINST THE RESOLUTION."

(Rev. of 5-6-1995)

Sec. 12.06. - Publication of proposed and referred ordinances.

The person performing the duties of City Secretary shall publish at least once in a newspaper of general circulation in the City, a caption of the proposed or referred ordinance or resolution within 15 days before the date of the election, and shall give other notices and do such things relative to such elections as are required in general municipal elections or by the ordinance or resolution calling said election. Entire and complete copies of the proposed or referred ordinance shall be made available to any citizen upon request.

(Rev. of 5-6-1995)

Sec. 12.07. - Adoption of ordinances.

If a majority of the qualified voters voting on any proposed ordinance, resolution or measure shall vote in favor thereof, it shall thereupon, or at any time fixed therein, become effective as a law or as a mandatory order to the Council.

(Rev. of 5-6-1995)

Sec. 12.08. - Inconsistent ordinances.

If the provisions of two or more proposed ordinances or resolutions approved at the same election are inconsistent, the ordinance or resolution receiving the highest number of votes shall prevail.

(Rev. of 5-6-1995)

Sec. 12.09. - Ordinances passed by popular vote, repeal or amendment.

No ordinances or resolutions which may have been passed by the Council upon a petition or adopted by popular vote under the provisions of this Article shall be repealed or amended except by the Council in response to a referendum petition or by submission as provided in Section 12.03 of this Charter.

(Rev. of 5-6-1995)

Sec. 12.10. - Further regulation by the Council.

The Council may pass ordinances or resolutions providing other and further regulations for carrying out the provisions of this Article consistent herewith.

(Rev. of 5-6-1995)

Sec. 12.11. - Franchise ordinances.

Nothing contained in this Article shall be construed to be in conflict with any of the provisions of Article IX of this Charter, pertaining to ordinances granting franchise when valuable rights shall have accrued thereunder.

(Rev. of 5-6-1995)

#### CHARTER COMPARATIVE TABLE

This table shows the location of the sections of the basic Charter and any amendments thereto.

Ordinance Number	Date	Section	Section this Charter
	5- 6-1995 (Rev.)		Preamble
			<u>1.01</u>
			<u>1.02</u>
			<u>1.03</u>
			<u>1.04</u>
			<u>1.05</u>
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		amd. no. <u>3.07</u> 6(3.07)	
		amd. no. <u>5.01</u> 7(5.01)	
		amd. no. <u>5.03</u> 8(5.03)	
		amd. no. <u>5.06</u> 9(5.06)	
		amd. no. <u>6.02</u> 10(6.02)	
		amd. no. <u>6.03</u> 11(6.03)	
		amd. no. <u>6.09</u> 12(6.09)	
		amd. no. <u>6.12</u> 13(6.12)	
		amd. no. <u>6.14</u> 14(6.14)	
		amd. no. <u>7.01</u> 15(7.01)	
		amd. no. <u>7.03</u> 16(7.03)	
		amd. no. <u>7.04</u> 17(7.04)	
		amd. no. <u>7.05</u> 18(7.05)	
		amd. no. <u>7.06</u> 20(7.07)	
		amd. no. <u>7.08</u> 21(7.09)	
		amd. no. <u>7.09</u> 22(7.10)	
		amd. no. <u>7.11</u> 23(7.12)	
		amd. no. <u>8.02</u> 25(8.02)	

		amd. no. <u>8.11</u> 26(8.11)	
		amd. no. <u>8.17</u> 27(8.17)	
		amd. no. <u>8.20</u> 28(8.20)	
		amd. no. <u>8.21</u> 29(8.21)	
		amd. no. <u>8.24</u> 30(8.24)	
		amd. no. <u>9.01</u> 31(9.01)	
		amd. no. <u>9.08</u> 32(9.08)	
		amd. no. <u>10.01</u> 33(10.01)	
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2014-14	6-16-2014	2	<u>1.05, 1.06</u>
		3	<u>6.02</u>
		4	<u>7.01</u>
		5	<u>7.06—</u> <u>7.11</u>
		6	<u>8.21</u>
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			<u>6.02—</u> <u>6.04</u>
			<u>6.06—</u> <u>6.08</u>
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		<u>12.02</u>

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: December 15, 2025

#### Topic:

Workshop Discussion Only – Approve a Professional Services Agreement with Oller Engineering, Inc. for the design of the relocation of utilities along FM 2920, Project Number 2014-10031, for a not-to-exceed amount of \$765,541, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project is included in the adopted FY 2026-2030 Capital Improvement Plan, and the contract costs will be reimbursed by the TEDC as approved in Resolution No. 2025-14.

#### Background:

Prior to the start of construction for the proposed rehabilitation of FM 2920 (Main Street), the City must relocate its utilities along the corridor. The Water Master Plan updates completed in 2018 and 2023 identified necessary improvements to the City's water distribution system to meet current and projected future demands. These recommendations include constructing a 12-inch water line to replace the existing 6-inch line along Main Street from near S. Persimmon Street to Snook Lane, as well as a 16-inch water line to replace the existing 6-inch line from Oak Street to Snook Lane.

The proposed professional services agreement with Oller Engineering, Inc. will be for the design, coordination, and support services for the relocation of the water, sanitary sewer, and natural gas utilities along the proposed route for the FM 2920 roadway improvements. The scope will include adjustments, replacement, and relocation of existing utilities identified in conflict within the proposed improvement area. All proposed work within the identified scope will be completed for a not-to-exceed amount of \$765,541.

The contract cost will be reimbursed by the Tomball Economic Development Corporation (TEDC) as approved by Resolution No. 2025-14, identifying \$1,000,000 toward utility relocation related to the FM 2920 Rehabilitation project.

**Origination:** Project Management

#### Recommendation:

Staff recommends approving the Professional Services Agreement with Oller Engineering, Inc. for the design of the relocation of utilities along FM 2920 for a not-to-exceed amount of \$765,541.

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

#### FUNDING (IF APPLICABLE)

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

Yes: X No: \_\_\_\_\_

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

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

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

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2014-10031  
CITY OF TOMBALL  
FM 2920 ACCESS MANAGEMENT AND IMPROVEMENTS**

**THE STATE OF TEXAS           §  
   §  
COUNTY OF HARRIS         §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Oller Engineering, Inc. ("Engineer").

**WITNESSETH:**

WHEREAS, the City desires to design the relocation of utilities along FM 2920 for the pending roadway improvements (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I.  
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

**SECTION II.  
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services

agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

### **SECTION III. OWNERSHIP OF WORK PRODUCT**

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

### **SECTION IV. TIME FOR PERFORMANCE**

The time for performance is an estimated 365 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

### **SECTION V. COMPLIANCE AND STANDARDS**

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

## **SECTION VI. INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.**

## **SECTION VII. ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$765,541, including reimbursable expenses as identified in Exhibit "A".

## **SECTION VIII. INSURANCE**

Engineer shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

## **SECTION IX. TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

**SECTION X.  
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Oller Engineering, Inc.  
Attention: Rich Oller, PE  
2811 South Loop 289, Suite 17  
Lubbock, Texas 79423

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

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

**SECTION XI.  
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XII.  
SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION XIII.  
DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.  
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.  
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.  
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.  
PAYMENT TO ENGINEER FOR SERVICES AND  
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.  
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice

shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Company Name: Oller Engineering, Inc.**

  
\_\_\_\_\_

Name: Rich Oller, PE

Title: Principal

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, City Manager

ATTEST:

\_\_\_\_\_  
Thomas Harris III, City Secretary



# EXHIBIT A

## Scope of Professional Services for Utility Relocations for TxDOT FM 2920 (Main Street) Roadway Improvements

### 1. Project Overview

The Consultant shall provide professional engineering, design, coordination, and support services for the relocation of water, sanitary sewer, and natural gas utilities within the City of Tomball, Texas, for the FM 2920 roadway improvements. The purpose of this project is to adjust, replace, or relocate existing utilities in conflict with proposed TxDOT improvements, associated with the FM 2920 roadway project.

The Consultant's work shall comply with all applicable federal, state, and local regulations, including City of Tomball standards, Texas Commission on Environmental Quality (TCEQ) requirements, Texas Department of Transportation (TxDOT) standards (if applicable), and industry best practices.

### 2. Basic Services

#### 2.1 Project Management & Coordination

- Attend project kickoff meetings and periodic coordination meetings with the City.
- Develop a project schedule identifying major milestones and submittals.
- Coordinate with City departments, utility owners, TxDOT, private property owners, franchise utilities, and other relevant stakeholders.
- Provide monthly progress reports and maintain communication throughout the project.

#### 2.2 Data Collection & Field Investigation

- Review available record drawings, GIS data, as-builts, and utility maps provided by the City.
- Conduct site visits to verify existing conditions, utility locations, and potential conflicts.



- Prepare a GIS map from the City GIS data showing all utilities for in-field confirmation and preliminary re- routes and alignment.
- Coordinate and manage Subsurface Utility Engineering (SUE) to Quality Levels B and A (if directed by the City). Conduct a “Sweep” report of all utilities in the proposed alignment corridor.
- Identify existing easements, right-of-way limits, and property boundaries relevant to the design.

### **2.3 Preliminary Engineering & Utility Relocation Analysis**

- Identify all utility conflicts and prepare preliminary relocation concepts.
- Evaluate options to minimize service disruptions, reduce construction costs, and maintain operational integrity.
- Prepare a Preliminary Route Analysis Report summarizing findings, alternatives, and recommended relocation strategies.
- Provide preliminary cost estimates for each utility system: water, sewer, natural gas.

### **2.4 Utility Relocation Design Services**

The Consultant shall prepare detailed engineering design for the relocation of the following systems:

#### **2.4.1 Water System**

- Design of new water mains, service lines, valves, hydrants, and connections.
- Abandonment or removal of existing waterline segments in conflict.
- All abandoned lines in place shall be identified for GIS mapping updates and filled with grout.
- Ensure compliance with TCEQ Chapter 290 requirements regarding separation distances, materials, and construction.

#### **2.4.2 Sanitary Sewer System**

- Design of gravity sewer, manholes, and force mains as required.



- Coordination of bypass pumping requirements during construction.
- Preparation of TV inspection recommendations and necessary rehabilitation measures.
- Ensure compliance with TCEQ Chapter 217 requirements.

#### **2.4.3 Harris County Flood Control District (HCFC)**

- Coordination with HCFC on various channel crossings with water lines.
- Plan and profile of proposed crossings with City utilities.

#### **2.4.4 Natural Gas System**

- Coordinate with the City-owned gas system or franchise gas utility operator provider.
- Prepare relocation plans for distribution mains and service lines.
- Identify shutoff, tie-in, and pressure testing requirements.
- Ensure compliance with federal pipeline safety regulations (CFR 49, Part 192).

### **2.5 Construction Documents**

- Plan and Profile sheets for each utility.
- Standard details and special details.
- Specifications in City of Tomball format.
- Quantities and Opinion of Probable Construction Cost (OPCC).
- Traffic control considerations in areas where work is within ROW.
- Erosion and sedimentation control plans (SWPPP design if required).

### **2.6 Permitting & Regulatory Coordination**

- Prepare and submit TxDOT utility installation permits (if applicable).
- Assist with TCEQ notifications (if needed).
- Coordinate franchise utility conflict resolution.



- Prepare documentation required for City approvals and interagency reviews.
- BNSF permitting requirements and submittals
- BNSF coordination for approval to cross under and through their established ROW.

## **2.7 Easement & Land Acquisition Support**

- Prepare easement exhibits, metes and bounds descriptions, and right-of-entry documents.
- Assist the City during the negotiation and acquisition process.
- Identify temporary construction easements if required.

## **2.8 Bidding Phase Services**

- Prepare final bid package for City procurement.
- Assist City in posting advertisement on CivCast.
- Respond to bidder questions and prepare addenda.
- Attend pre-bid meeting and assist with bid evaluation.

## **2.9 Construction Phase Services**

- Attend preconstruction meetings and periodic site visits.
- Review shop drawings, RFIs, contractor schedules, and material submittals.
- Provide engineering clarifications and design interpretation as needed.
- Conduct final walkthrough and prepare punchlist documentation.
- Review as-builts and certify record drawings.

## **3. Deliverables**

### **3.1 Preliminary Phase**

- Utility conflict matrix and alternative relocation



- Preliminary Engineering Report (PER)
- Preliminary cost estimates
- 30% and 60% design submittals

### **3.2 Final Design Phase**

- 90% and 100% construction drawings
- Technical specifications
- Final OPCC
- Permit application packages
- Easement documents

### **3.3 Construction Phase**

- Review logs (RFIs, submittals)
- Meeting minutes
- Punchlist and final completion certification
- Record drawings (PDF and CAD)

### **4. Additional Services (If authorized)**

- Environmental investigations (Phase I ESA, cultural resources) if needed.
- Geotechnical investigations as necessary.
- SUE Quality Level A test holes.
- Public outreach or community meetings.
- Construction inspection or on-site resident project representative services.
- Provide onsite inspection during construction.



## **5. Assumptions**

- City will provide available record information.
- City will handle all property acquisition and franchise utility agreements.
- Consultant will prepare design for systems owned by the City; private utilities will design their own relocations unless directed otherwise.
- Work will follow City of Tomball standards unless otherwise approved.

## **6.0 Risk Mitigation**

- Conflicts with other currently unknown utilities or pipelines
- All relocations shall be designed in known City Right-of-Ways, easements, roads or other designated areas as directed by City personnel
- No drainage improvements are herein provided
- No permits to any agencies are expected to be required and are not herein included

## **7.0 Professional Design Fee**

The professional design fee for this project is **\$765,541.00**

# SUPPLEMENTAL SCOPE FOR BNSF INCLUDED IN OVERALL PROJECT SCOPE

## Utility Crossing Permit – BNSF Railway FM 2920 Utility Relocations

### State of Texas

#### 1. Project Overview

The consultant shall provide professional engineering and coordination services necessary to obtain a BNSF Railway Utility Encroachment Permit for a proposed utility crossing beneath the BNSF railroad right-of-way in Texas. Services include engineering design, preparation of BNSF-required documentation, submittal coordination, and responses to comments until permit approval is obtained.

#### 2. Data Collection & Existing Conditions Review

The consultant shall perform the following tasks:

- Review available record drawings, as-built utility information, and public utility maps.
- Obtain BNSF right-of-way maps, property ownership records, and track charts as available.
- Conduct a field visit to verify site conditions, locate existing utilities, identify access constraints, and observe drainage, topography, and railroad facilities.
- Coordinate with One-Call (811) and utility owners for subsurface utility information.
- Confirm BNSF horizontal and vertical clearance requirements and applicable engineering standards.

#### 3. Engineering Design & Technical Requirements

##### 3.1 Utility Crossing Design

- Develop alignment and profile for the utility crossing.
- Design steel casing, carrier pipe, spacers, vents, and appurtenances.
- Provide hydraulic, structural, or geotechnical analysis as needed.
- Ensure compliance with BNSF's Utility Accommodation Policy and Requirements.

##### 3.2 Plan and Profile Drawings

## SUPPLEMENTAL SCOPE FOR BNSF INCLUDED IN OVERALL PROJECT SCOPE

Prepare permit-ready drawings including:

- Cover Sheet with project description and vicinity map
- Plan view showing railroad tracks, right-of-way, bore pits, and utilities
- Profile showing casing and carrier pipe elevations
- Bore pit details and construction limits
- Standard notes and typical sections

### 4. Permit Application Documentation

- Completed BNSF Utility Permit Application
- Engineering plans (signed and sealed by a Texas PE)
- Utility owner authorization letters
- Construction work plan and installation method
- Traffic control plan if required
- Contractor insurance requirements
- Geotechnical data (if necessary)
- Environmental compliance forms
- Safety compliance statement

### 5. Coordination and Submittal Services

- Submit permit package via BNSF's online system.
- Respond to reviewer comments and resubmit.
- Attend coordination meetings.
- Track permit progress and coordinate flagging requirements.

### 6. Construction Support (Optional)

- Review contractor submittals.

## SUPPLEMENTAL SCOPE FOR BNSF INCLUDED IN OVERALL PROJECT SCOPE

- Coordinate with BNSF flaggers and inspectors.
- Site visits for verification.
- As-built documentation.
- Final acceptance coordination.

### 7. Assumptions & Exclusions

- Environmental assessments excluded.
- Geotechnical investigation may be added as a separate service.
- BNSF fees, flagging costs, and contractor expenses are client responsibilities.
- Construction documents beyond permit needs are excluded unless added later.

### 8. Deliverables

- Complete BNSF-compliant permit package (PDF)
- Signed and sealed engineering drawings
- Completed application forms
- One coordinated submittal
- Comment response logs and revisions
- Final Permit Approval issued by BNSF

# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** December 15, 2025

**Topic:**

**Upcoming events:**

- January 6, 2026 – Blood Drive from 10:00 a.m. – 2:15 p.m. at Fire Station #1 (1200 Rudel St.)
- January 8, 2026 – Kaffeeklatsch from 8:30 – 10:00 a.m. 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

# Regular City Council Agenda Item Data Sheet

**Meeting Date:** December 15, 2025

**Topic:**

Approve, on Second Reading, Resolution No. 2026-03-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 Performance Agreement by and between the Corporation and Maria Jordan MD PA to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business enterprise related to the development and construction of a medical office building to be located at 0 Alma Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$8,577.00.

**Background:**

On November 18, 2025, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with Maira Jordan MD PA for assistance with infrastructure costs related to the construction of a medical office building to be located at 0 Alma Street, Tomball, Texas 77375.

Targeted infrastructure projects that will promote or develop new or expanded business enterprises are authorized expenditures under the Development Corporation Act.

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2026-03-TEDC after two separate readings.

**Origination:** Tomball Economic Development Corporation Board of Directors

**Recommendation:** Approval of Resolution No. 2026-03-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: X No: \_\_\_\_\_ If yes, specify Account Number: #Project Grants

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

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member-TEDC Date Executive Director-TEDC Date



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** December 1, 2025

**SUBJECT:** Maria Jordan MD PA

**ITEM TYPE:** Action

---

The Tomball Economic Development Corporation has received a request from Maria Jordan MD PA, Owner, for assistance with infrastructure costs related to the development of a proposed medical office facility.

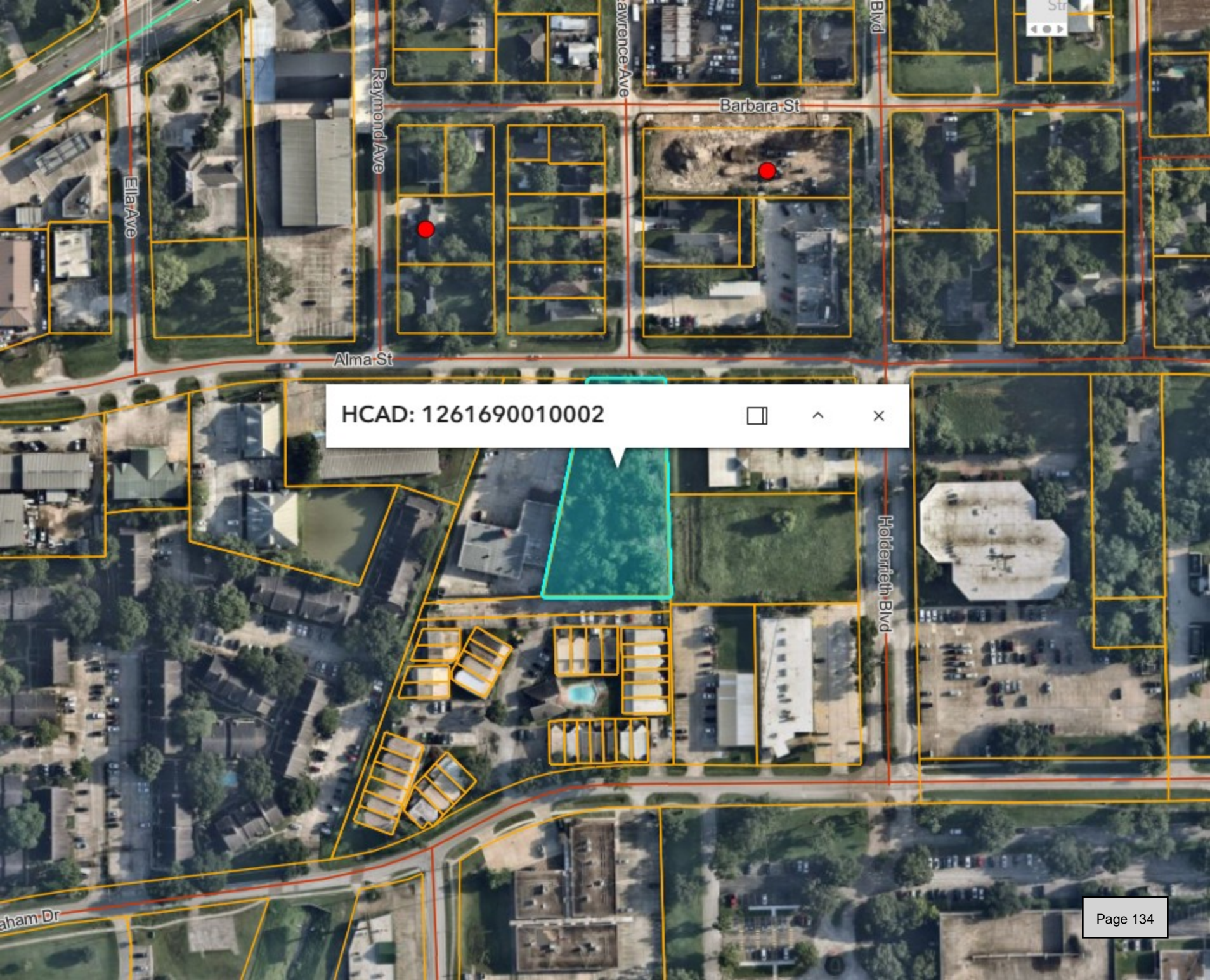
Dr. Maria Jordan proposes to develop approximately 1.06 acres located at 0 Alma Street, Tomball, Texas 77375. The development will consist of 1,925 square feet of medical/office space. The estimated capital investment for the project is approximately \$1,150,000.00.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric utilities and related site improvements totaling approximately \$118,855.00.

Targeted infrastructure that will promote the development and expansion of business enterprise is a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$28,591.00.

If the agreement between the TEDC and Maria Jordan MD PA is approved as a Project of the Corporation, the grant funding amount will not exceed \$8,577.00, based on 7.2% of the actual expenditures for the eligible infrastructure improvements.



HCAD: 1261690010002

Maria Jordan MD PA  
823 Village Square Dr.  
Tomball, Texas 77375

September 23, 2025

Tomball Economic Development Corporation  
Attn: Ms. Kelly Violette  
Executive Director  
29201 Quinn Rd, Suite A  
Tomball, Texas 77375

Dear Ms. Violette:

I would like to introduce myself to your organization, provide a little background, and formally request a grant for our office construction project on Alma, next door to Lone Star Heart and Vascular Center.

My name is Maria Jordan and owner of my solo practice, Maria Jordan MD PA. I have worked as a family physician in Tomball since 1997, and had my solo practice, since 2007. Our family practice is a true family run practice, as my mother (a retired registered nurse from hospital service) works along my side, as well as my father, who helps us with other non-medical tasks around the office.

When we settled in our office at 823 Village Square in 2013, we were quite content and never envisioned moving our practice. However, once the City of Tomball bought our medical office building in February 2025, we had to make other plans. Fortunately, we had bought an acre off Alma several years ago and now have plans to build a small medical office there, where we can relocate our practice.

As mentioned, we are a family practice and serve patients from youth to geriatrics. We are a small practice, however, and mostly serve an uninsured community, which has been very fulfilling. We strive to keep our patients healthy and to take care of their immediate concerns, and we have the flexibility to see patients usually within a day, if not the same day. I do believe this helps limit emergency room visits, which can pose a financial burden not only to an uninsured patient, but also to the hospital system.

I honestly cannot say our practice will directly produce new jobs. ( I may hire a medical assistant in the future. ) However, offering a low cost healthcare option in our community for a growing and working population in various industries, fosters job growth in our community.

Regarding our proposed project, we are working with Mr. Shane Boatman of Boatman Construction. I will include the building proposal, which outlines the estimated project costs.

Our vision is to build upon Alma---- est. 1925 square foot office. That means improving infrastructure on currently unimproved, vacant land within Tomball's Medical District. We are just in the beginning stages and the initial work, including civil engineering and architectural design, is projected to take about 2-3 months. Once construction phase starts, Mr. Boatman estimates a six month timeframe to completion.

Though we had not anticipated taking on such a scale of a project at this stage for our small practice, we are excited and look forward to continue to care for our Tomball (and surrounding) community as we have, from the beginning of our practice. For now, we are leasing back our former office from the City of Tomball.

I did meet with the City of Tomball prior to the sale of our office and expressed concern over the the unexpected financial burden that relocating our practice would involve. Mayor Quinn at that time encouraged me to seek out assistance through TEDC, and I am hopeful that TEDC will find value in our loyal and longstanding commitment to our community. Any assistance we are fortunate to receive is greatly appreciated.

Thank you,

Maria Jordan MD PA

## D. Maria Jordan Office Building - Impact Report - Expansion Only

### Scenario 1 with Client Data

**Project Type:** New Construction - Office

**Industry:** Health Care

**Prepared By:** Tomball EDC

### Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

### Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

### Existing & Expanded Operations

The Project under analysis represents the expansion of an existing business. The table below illustrates the economic impact over the next 10 years including both the current and expanded operations.

ECONOMIC IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS IN CITY OF TOMBALL			
	CURRENT OPERATIONS	EXPANSION	CURRENT & EXPANDED OPERATIONS
JOBS			
Direct	1.0	1.0	2.0
Spin-off	0.6	0.6	1.2
<b>Jobs Total</b>	<b>1.6</b>	<b>1.6</b>	<b>3.2</b>
SALARIES			
Direct	\$0	\$298,492	\$298,492
Spin-off	\$0	\$83,392	\$83,392
<b>Salaries Total</b>	<b>\$0</b>	<b>\$381,884</b>	<b>\$381,884</b>

The table below summarizes the fiscal impact, the net benefits for local taxing districts, over the next 10 years including both the current and expanded operations.

FISCAL IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS			
NET BENEFITS			
	CURRENT OPERATIONS	EXPANSION	CURRENT & EXPANDED OPERATIONS
City of Tomball	(\$142)	\$53,631	\$53,489
Harris County	(\$558)	\$52,358	\$51,799
Tomball ISD	\$0	\$54,421	\$54,421
Lone Star College	\$0	\$14,942	\$14,942
Port of Houston	\$0	\$854	\$854
Harris County ESD #8	\$0	\$13,575	\$13,575
Harris County Hospital District	\$0	\$22,702	\$22,702
Harris County Department of Education	\$0	\$666	\$666
Harris County Flood Control	\$0	\$6,800	\$6,800
	(\$701)	\$219,950	\$219,249

The remainder of this report will focus on only the economic and fiscal impact associated with the expansion.

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	1.0	0.6	1.6
Annual Salaries/Wages at Full Ops (Yr 2)	\$30,600	\$8,549	\$39,149
Salaries/Wages over 10 Years	\$298,492	\$83,392	\$381,884
Taxable Sales/Purchases in City of Tomball	\$377,852	\$1,042	\$378,894

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	0.0	0.0	<b>0.0</b>
New residents in City of Tomball	0.1	0.0	<b>0.1</b>
New residential properties constructed in City of Tomball	0.0	0.0	<b>0.0</b>
New students to attend local school district	0.0	0.0	<b>0.0</b>

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$0	\$370,000	\$780,000	\$200,000	\$0	\$1,350,000	<b>\$1,350,000</b>
2	\$2,250	\$377,400	\$795,600	\$180,000	\$0	\$1,353,000	<b>\$1,355,250</b>
3	\$2,295	\$384,948	\$811,512	\$160,000	\$0	\$1,356,460	<b>\$1,358,755</b>
4	\$2,341	\$392,647	\$827,742	\$140,000	\$0	\$1,360,389	<b>\$1,362,730</b>
5	\$2,388	\$400,500	\$844,297	\$120,000	\$0	\$1,364,797	<b>\$1,367,185</b>
6	\$2,435	\$408,510	\$861,183	\$100,000	\$0	\$1,369,693	<b>\$1,372,128</b>
7	\$2,484	\$416,680	\$878,407	\$80,000	\$0	\$1,375,087	<b>\$1,377,571</b>
8	\$2,534	\$425,014	\$895,975	\$60,000	\$0	\$1,380,989	<b>\$1,383,522</b>
9	\$2,585	\$433,514	\$913,894	\$40,000	\$0	\$1,387,408	<b>\$1,389,993</b>
10	\$2,636	\$442,184	\$932,172	\$40,000	\$0	\$1,414,356	<b>\$1,416,993</b>

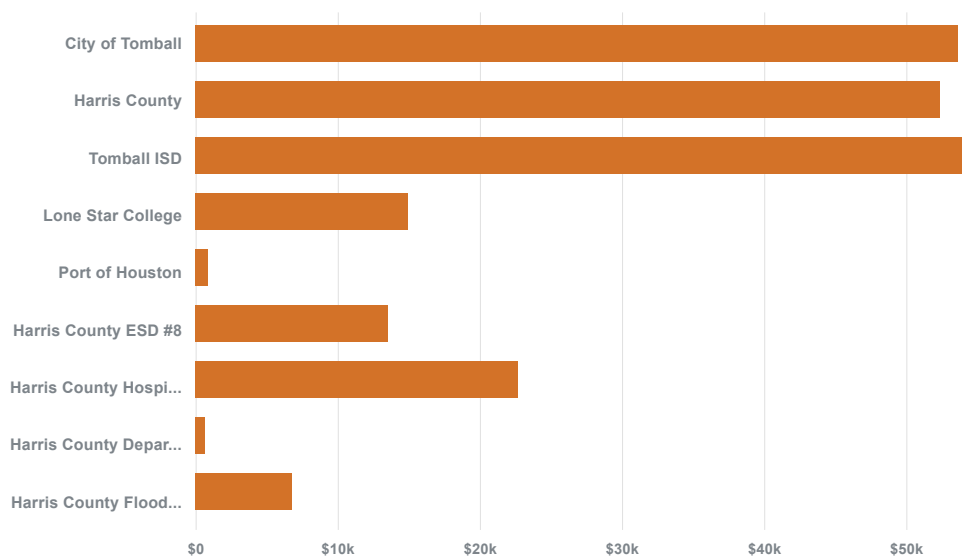
## Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$64,183	(\$10,552)	\$53,631	\$42,087
Harris County	\$54,772	(\$2,414)	\$52,358	\$40,371
Tomball ISD	\$146,021	(\$91,600)	\$54,421	\$41,949
Lone Star College	\$14,942	\$0	\$14,942	\$11,513
Port of Houston	\$854	\$0	\$854	\$658
Harris County ESD #8	\$13,575	\$0	\$13,575	\$10,460
Harris County Hospital District	\$22,702	\$0	\$22,702	\$17,493
Harris County Department of Education	\$666	\$0	\$666	\$514
Harris County Flood Control	\$6,800	\$0	\$6,800	\$5,240
<b>Total</b>	<b>\$324,515</b>	<b>(\$104,566)</b>	<b>\$219,950</b>	<b>\$170,284</b>

\*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.

Net Benefits Over the Next 10 Years



Public Support Overview

A summary of the total Public Support modeled in this analysis is shown below.

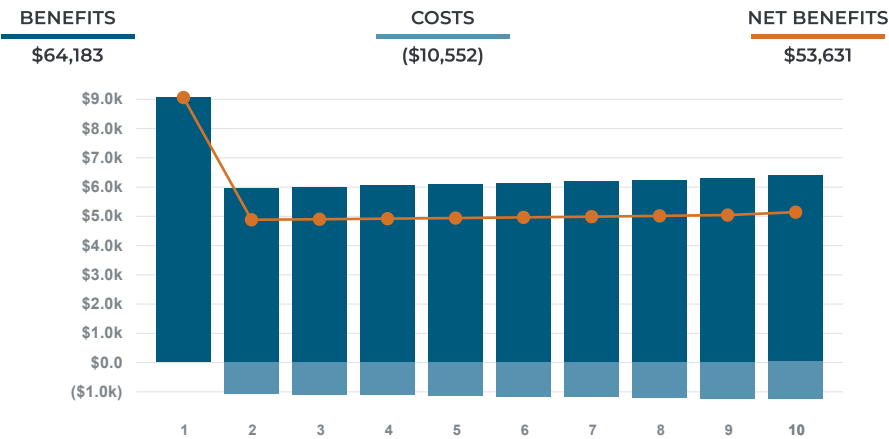
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$8,577	\$8,577
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star College	\$0	\$0
Port of Houston	\$0	\$0
Harris County ESD #8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
Total	\$8,577	\$8,577

City of Tomball Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$7,482	\$95	\$7,578
Real Property Taxes	\$42,356	\$0	\$42,356
FF&E Property Taxes	\$3,767	\$0	\$3,767
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$74	\$74
Hotel Occupancy Taxes	\$0	\$0	\$0
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$5,890	\$693	\$6,583
Utility Franchise Fees	\$338	\$40	\$378
Miscellaneous Taxes and User Fees	\$3,084	\$363	\$3,447
Benefits Subtotal	\$62,918	\$1,265	\$64,183
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$2,955)	(\$347)	(\$3,302)
Cost of Utility Services	(\$6,487)	(\$763)	(\$7,250)
Costs Subtotal	(\$9,442)	(\$1,109)	(\$10,552)
Net Benefits	\$53,476	\$155	\$53,631

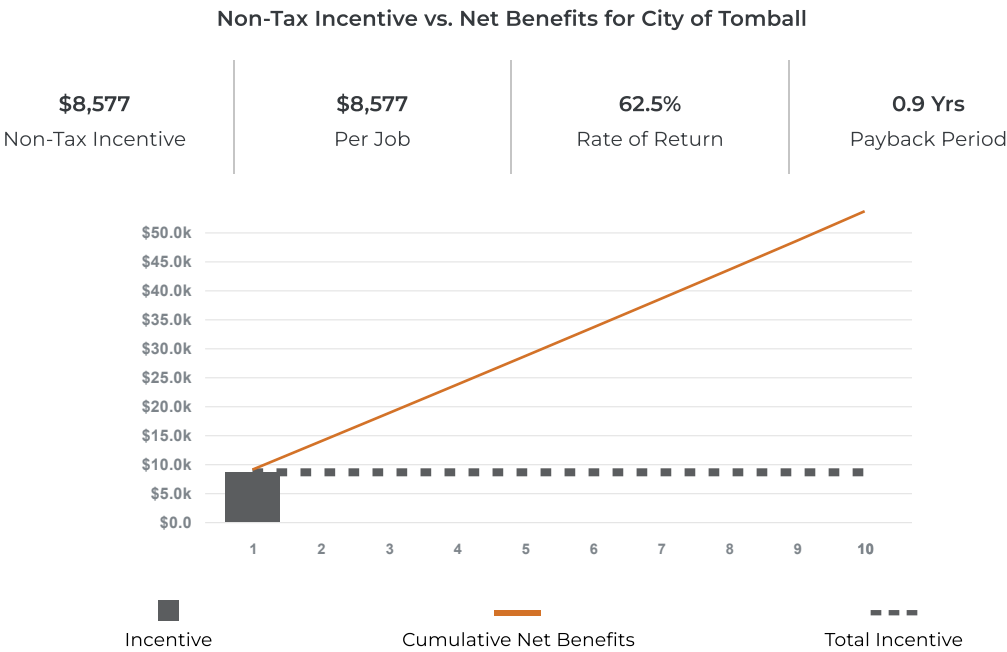
Annual Fiscal Net Benefits for City of Tomball



City of Tomball Public Support

Non-Tax Incentives

The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.



Harris County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$48,516	\$0	\$48,516
FF&E Property Taxes	\$4,315	\$0	\$4,315
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$672	\$672
Hotel Occupancy Taxes	\$0	\$0	\$0
Miscellaneous Taxes and User Fees	\$557	\$711	\$1,268
Benefits Subtotal	\$53,389	\$1,383	\$54,772
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$1,065)	(\$1,350)	(\$2,414)
Costs Subtotal	(\$1,065)	(\$1,350)	(\$2,414)
Net Benefits	\$52,324	\$34	\$52,358

Annual Fiscal Net Benefits for Harris County

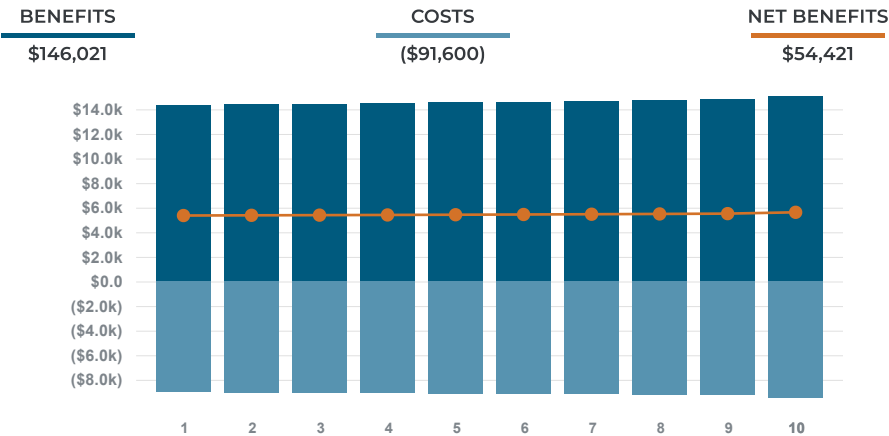


Tomball ISD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$133,842	\$0	\$133,842
FF&E Property Taxes	\$11,904	\$0	\$11,904
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$65	\$65
Addtl. State & Federal School Funding	\$0	\$209	\$209
Benefits Subtotal	\$145,747	\$274	\$146,021
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$176)	(\$176)
Reduction in State School Funding	(\$91,383)	(\$41)	(\$91,424)
Costs Subtotal	(\$91,383)	(\$217)	(\$91,600)
Net Benefits	\$54,364	\$58	\$54,421

Annual Fiscal Net Benefits for Tomball ISD



Lone Star College Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star College over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$13,549	\$0	\$13,549
FF&E Property Taxes	\$1,205	\$0	\$1,205
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$188	\$188
Benefits Subtotal	\$14,754	\$188	\$14,942
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$14,754	\$188	\$14,942

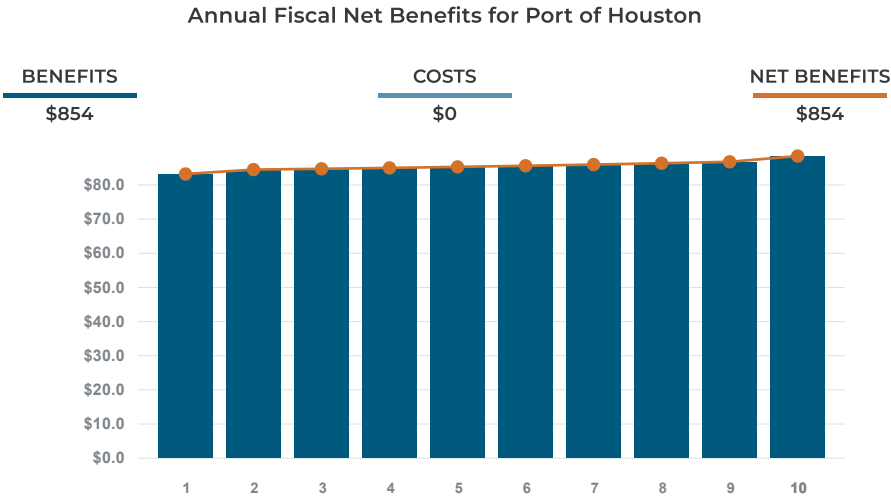
Annual Fiscal Net Benefits for Lone Star College



Port of Houston Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 10 years of the Project.

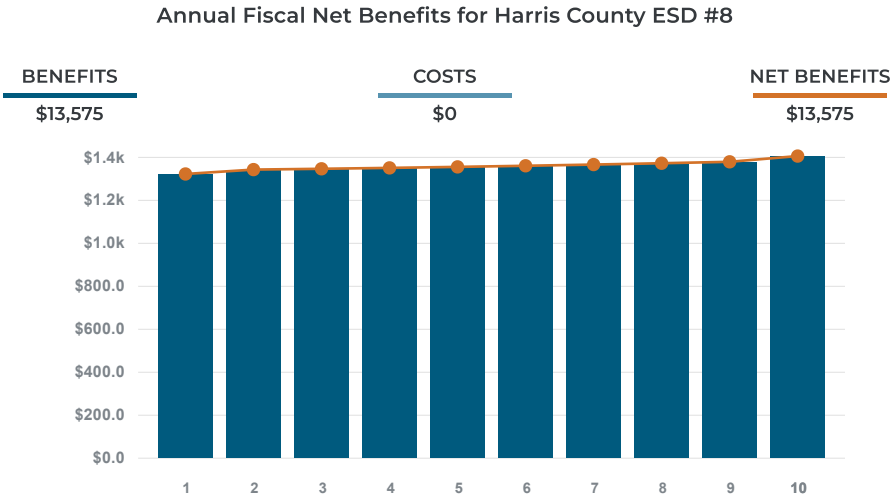
NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$774	\$0	\$774
FF&E Property Taxes	\$69	\$0	\$69
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$11	\$11
Benefits Subtotal	\$843	\$11	\$854
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$843	\$11	\$854



Harris County ESD #8 Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County ESD #8 over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$12,309	\$0	\$12,309
FF&E Property Taxes	\$1,095	\$0	\$1,095
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$170	\$170
Benefits Subtotal	\$13,404	\$170	\$13,575
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$13,404	\$170	\$13,575



Harris County Hospital District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$20,586	\$0	\$20,586
FF&E Property Taxes	\$1,831	\$0	\$1,831
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$285	\$285
Benefits Subtotal	\$22,417	\$285	\$22,702
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$22,417	\$285	\$22,702

Annual Fiscal Net Benefits for Harris County Hospital District



Harris County Department of Education Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$604	\$0	\$604
FF&E Property Taxes	\$54	\$0	\$54
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$8	\$8
Benefits Subtotal	\$658	\$8	\$666
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$658	\$8	\$666

Annual Fiscal Net Benefits for Harris County Department of Education



Harris County Flood Control Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$6,166	\$0	\$6,166
FF&E Property Taxes	\$548	\$0	\$548
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$85	\$85
Benefits Subtotal	\$6,715	\$85	\$6,800
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$6,715	\$85	\$6,800

Annual Fiscal Net Benefits for Harris County Flood Control



## Methodology

### Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

621111 OFFICES OF PHYSICIANS (EXCEPT MENTAL HEALTH SPECIALISTS)		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.5999
Earnings Multiplier	(Type II Direct Effect)	1.2794

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

## About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website [www.impactdatasource.com](http://www.impactdatasource.com)



Scenario 1 with Client Data

## AGREEMENT

THE STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS                   §

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 **Maria Jordan MD PA** (the “Company”), 823 Village Square Dr, Tomball, TX 77375.

### 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 endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

**WHEREAS**, the Company proposes to develop a 1.06-acre tract of land within the City, located at 0 Alma Street, Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company plans to expend approximately Seven Hundred and Eighty Thousand Dollars (\$780,000.00) to construct a 1,925 square foot medical office building and related site improvements (the “Improvements”), more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

**WHEREAS**, the Company also proposes to create one (1) full-time employment position in Tomball in conjunction with the opening of its business operations on the Property; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of Eight Thousand Five Hundred and Seventy-Seven Dollars (\$8,577.00), or an amount equal to up to Seven Point Two percent (7.2%) of actual eligible infrastructure costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, and electric, utilities to the exterior of the buildings (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

**WHEREAS**, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

**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 Company agree as follows:

1.

The Company covenants and agrees that it will construct and maintain a 1,925 square foot medical office building (the “Improvements”) identified and described in Exhibit “B,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property, including construction of the Infrastructure Improvements, must commence within 180 days from the date of this Agreement (the “Start Date”), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements, shall be completed, and all necessary occupancy permits from the City shall be obtained within eighteen (18) months from the Effective Date of this agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

The Company further covenants and agrees that the Improvements described in Paragraph 1 hereof will be occupied and that the assisted living and memory care facility will be maintained on the property for a term of at least five (5) years.

4.

The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Eight Thousand Five Hundred and Seventy-Seven Dollars (\$8,577.00), or an amount equal to

up to Seven Point Two percent (7.2%) of actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the costs of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the Improvements to the Property; (c) verification from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (d) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; and (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Infrastructure Improvements have been paid and any and all liens and claims regarding such work have been released.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ( $\frac{1}{2}\%$ ) per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ( $\frac{1}{2}\%$ ) per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of

such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:	Tomball Economic Development Corporation 401 W. Market Street Tomball, Texas 77375 Attn: President, Board of Directors
-------------	---

If to Company:	Maria Jordan MD PA 823 Village Square Drive Tomball, TX 77375
----------------	---

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be

deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_ (the “Effective Date”).

**Everwood Reserve Properties, LLC**

By: \_\_\_\_\_  
Name: Maria Jordan MD PA  
Title: Owner

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Name: Lisa Covington  
Title: President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Name: Bill Sumner Jr.  
Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
202\_\_, by Maria Jordan MD PA, Owner, for and on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_August\_\_\_\_ 202\_\_, by  
Lisa Covington, President of the Board of Directors of the Tomball Economic Development  
Corporation, for and on behalf of said Corporation.

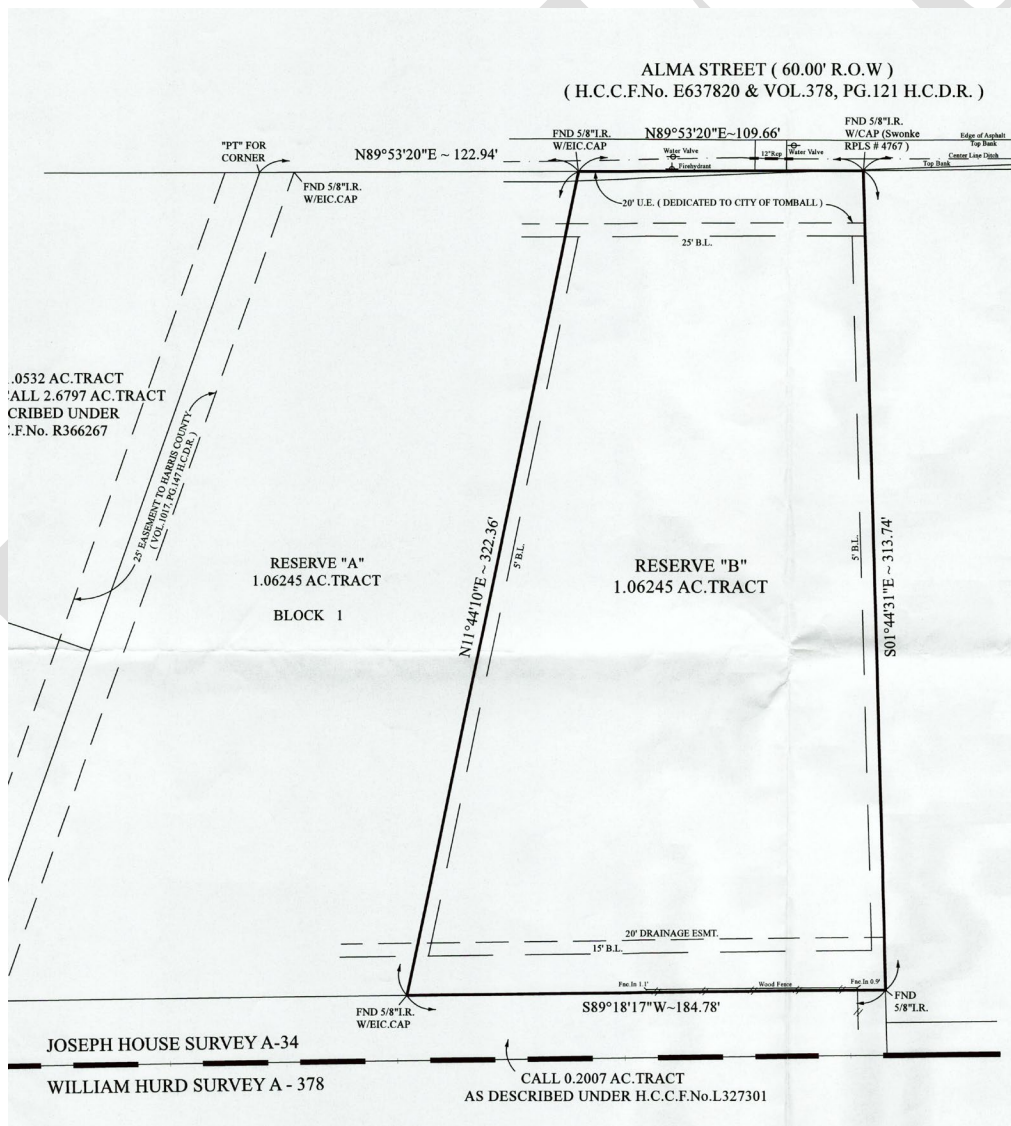
\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

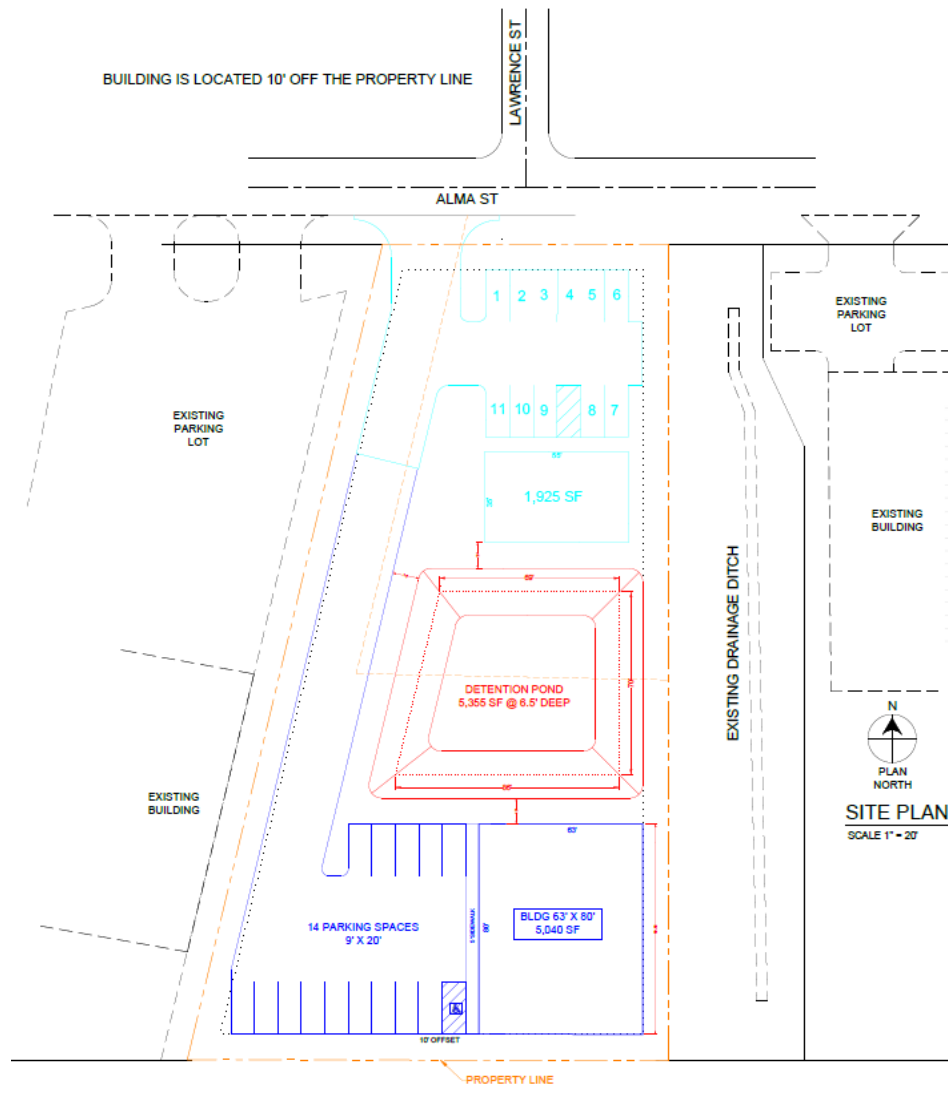
**Exhibit A**  
**Legal Description of Property**

Purchaser MARIA JORDAN  
Address - 0 - ALMA STREET  
Reserve B , Block 1 , Section \_\_\_\_\_  
Survey \_\_\_\_\_ , A \_\_\_\_\_  
Area 1.06245 AC. TRACT  
Subdivision YEZAK SUBDIVISION  
Film Code No. 571098 , MAP Records,  
HARRIS County , Texas



**Exhibit B**  
**Description of Improvements**

Construction of a 1,925 square foot medical office building and related site improvements.



## Exhibit C

### Description of Infrastructure Improvements

Infrastructure Cost Breakdown	
Site Prep	\$47,100
Detention	\$32,400
Storm Drainage - Storm sewer	\$13,984
Sanitary Sewer	\$10,064
Water	\$11,407
Electric (transmission/distribution)	\$3,900
<b>Total</b>	<b>\$118,855</b>

## RESOLUTION NO. 2026-03-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 PERFORMANCE AGREEMENT BY AND BETWEEN THE CORPORATION AND MARIA JORDAN MD PA, TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

**WHEREAS**, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

**WHEREAS**, the Board of Directors of the TEDC adopted as a specific project the expenditure of the estimated amount of Eight Thousand Five Hundred Seventy-Seven Dollars (\$8,577.00) found by the Board to be required or suitable to promote a new business development by Maria Jordan MD PA; and

**WHEREAS**, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

**WHEREAS**, City Council finds and determines that such project promotes new or expanded business enterprises and is in the best interests of the citizenry; now, therefore,

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Eight Thousand Five Hundred Seventy-Seven Dollars (\$8,577.00) to Maria Jordan MD PA, in accordance with an economic development agreement by and between the TEDC and Maria Jordan MD PA to promote and develop a new or expanded business enterprises, to be located at 0 Alma Street, Tomball, Texas 77375.

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged

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

**PASSED AND APPROVED** on first reading this \_\_\_\_ day of \_\_\_\_\_,  
202\_\_.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this \_\_\_\_ day of  
\_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

# Regular City Council Agenda Item Data Sheet

**Meeting Date:** December 15, 2025

**Topic:**

Approve, on Second Reading, Resolution No. 2026-04-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 Performance Agreement by and between the Corporation and Tara Builders, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction and development of a multibuilding office/warehouse park to be located at 1711, 1721 and 1801 South Persimmon Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$61,336.00.

**Background:**

On November 18, 2025, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with Tara Builders, LLC for assistance with infrastructure costs related to the construction of a multibuilding office/warehouse park to be located at 1711, 1721 and 1801 South Persimmon Street, Tomball, Texas 77375.

Targeted infrastructure projects that will promote or develop new or expanded business enterprises are authorized expenditures under the Development Corporation Act.

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2026-04-TEDC after two separate readings.

**Origination:** Tomball Economic Development Corporation Board of Directors

**Recommendation:** Approval of Resolution No. 2026-04-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: X No: \_\_\_\_\_ If yes, specify Account Number: #Project Grants

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

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member-TEDC Date Executive Director-TEDC Date



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** December 1, 2025

**SUBJECT:** Tara Builders, LLC

**ITEM TYPE:** Action

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The Tomball Economic Development Corporation has received a request from Matthew Nickson, Project Manager of Tara Builders, LLC, for assistance with infrastructure costs related to the development of a proposed multibuilding office/warehouse development.

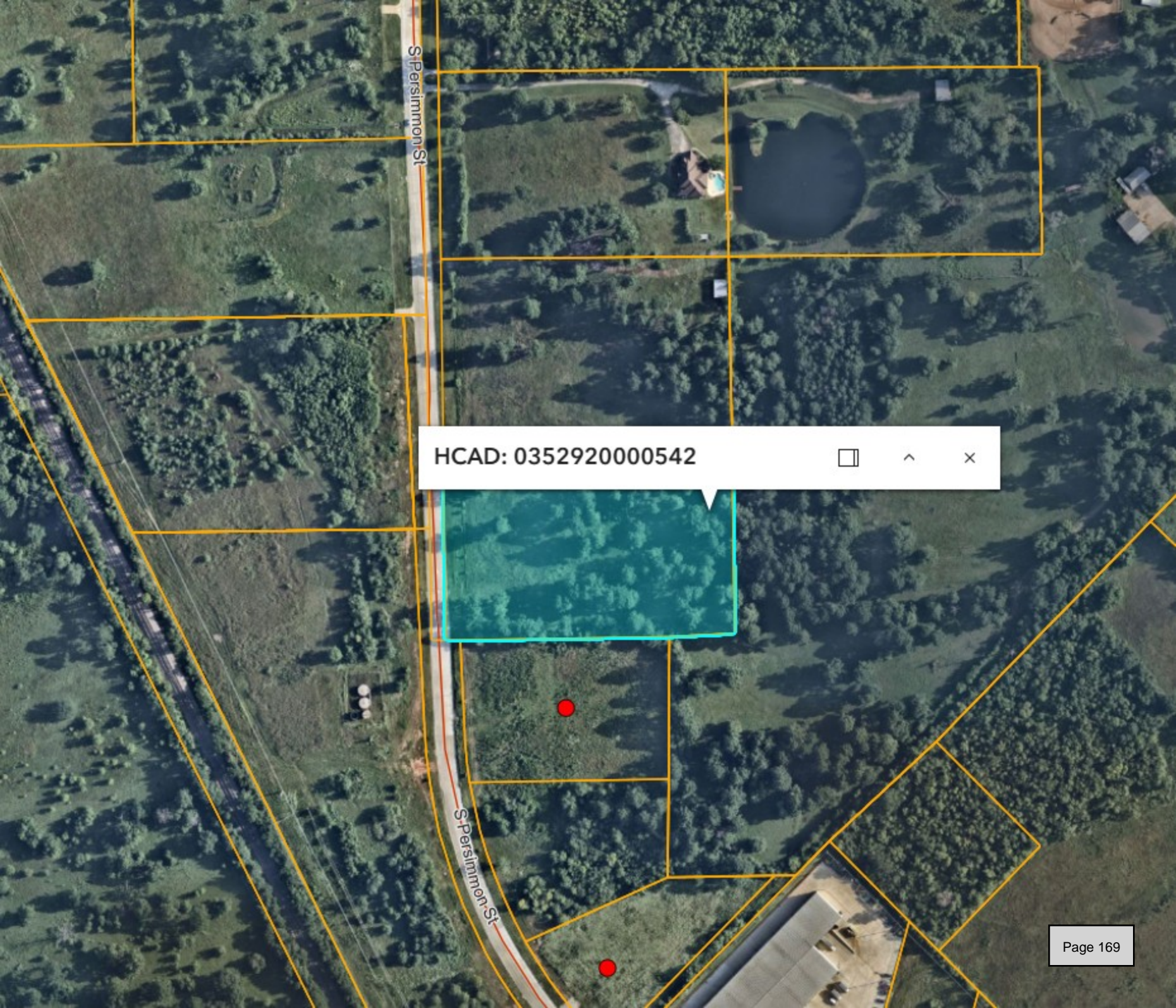
Tara Builders, LLC proposes to develop approximately 9.56 acres located 1711, 1721 and 1801 South Persimmon Street. The development will consist of three 25,125 square foot tilt wall office/warehouses. The estimated capital investment for the project is approximately \$10.7 million.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, detention, electric utilities and related site improvements totaling approximately \$765,000.00.

Targeted infrastructure that will promote the development and expansion of business enterprise is a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$204,452.00.

If the agreement between the TEDC and Tara Builders, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$61,336.00, based on 8% of the actual expenditures for the eligible infrastructure improvements.



S Persimmon St

HCAD: 0352920000542



S Persimmon St

**TARA BUILDERS, L.L.C.**

2807 East Grove  
Houston, TX 77027  
Tel. 713 204-3247  
[mpnickson@gmail.com](mailto:mpnickson@gmail.com)

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September 30, 2025

Ms. Kelly Violette  
Executive Director  
Ms. Tori Gleason  
Economic Development Coordinator  
TOMBALL ECONOMIC DEVELOPMENT CORPORATION  
29201 Quinn Road, Suite B  
Tomball, Texas 77375

Dear Ms. Violette and Ms. Gleason,

Greetings. I hope that this letter finds you well. First, we wish to take this opportunity to thank you again for your leadership in rendering the City of Tomball an attractive place to work and to live. As developers, my father Charles and I are delighted to continue to construct our signature product on tracts of land near or adjacent to the Tomball Business and Technology Park.

I am writing respectfully to seek all available grants—*without limitation*, for infrastructure, property improvements, façade improvements, landscaping, and/or the \$50,000.00 mega grant—in connection with our next project: the planned development of three side-by-side 25,125 SF concrete tilt-wall office warehouses. We respectfully seek the maximum grant award that is available.

The three buildings are intended to be situated on a 9.565 acre tract of land on Persimmon Road, just north of the business park, particularly on Tomball Outlots 378 and 381. We will be using Orion (TAS) as our concrete and flatwork sub-contractor; our architect is Mr. Greg Walp of Method Construction; and our civil engineer is Mr. Arnold DeAnda. We have ongoing relationships with our design professionals and contractors, ensuring that we are able to produce what we believe is a high-quality steel/tilt wall building with high roofs (28 feet approximately at the eaves), modern office-space, ample parking and concrete aprons, overhead doors (dock and grade), pleasing landscaping, and a smart grey/blue paint scheme. We respectfully believe that our buildings attract quality manufacturers to Tomball, manufacturers which desire an office that they can show off to their clients. Moreover, we are hopeful that the three buildings that we are preparing to construct on Persimmon will have an especially stately appearance. Happily, the new lot is oversized and we intend to leave standing many of the trees which are east of the buildings.<sup>1</sup>

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<sup>1</sup> As we have explained in a separate submission, one of the three buildings will be owned by a separate LLC involving our partner.

We plan to create multiple plats to embrace this new development.

There are several reasons that TEDC grants are helpful to us. The costs of construction and raw materials continue to rise. We think the buildings are a wonderful investment in the future of Tomball but the return on investment under our long-term hold strategy is low/conservative for us. Thus, the grants are greatly appreciated. The grants are also an investment in the future of Tomball.

We are glad to have the following tenants in Tomball:

21609 Hufsmith-Kohrville	Klauer Manufacturing Company
21223 Spell Circle	Houston Motor & Control Inc.
21235 Spell Circle	Wellhead Distributors International (subtenant)
21240 Spell Circle	Nutec Protective Coatings, L.L.C.
21242 Spell Circle	Pyxis-Lab, Inc.
21250 Spell Circle	Cryogenic Industries Service Companies, L.L.C.
21255 Spell Circle	Lions Den Gym
21260 Spell Circle	Kholle 7221, L.L.C.

The following companies have brought an energizing mix of employment and/or sales tax revenue to your community. At least to our knowledge, few if any of the foregoing companies was/were already in Tomball prior to leasing one of our buildings (the owners of the Lions Den Gym operated a different venture at the same location). Our latest lessee, Klauer, is based in Iowa (though the company has had an existing presence of some sort in Texas).

Therefore, we think that our buildings are a good investment in Tomball's economic development.

**We believe that we are eligible for a \$50,000.00 mega-grant because:**

- (1) We are constructing a multi-tenant commercial center;**
- (2) We are making a minimum private investment of \$100,000.00;**
- (3) Quality of improvements and need factors: Our buildings are in high demand. They are distinct from the smaller speculative metal buildings that one observes coming up throughout the community. That is, ours are a unique speculative product that is especially attractive to a medium-sized manufacturer which desires a high-end headquarters or office as part of the package. For example, as I recall, our tenant at Cryogenics has more than one location yet has told us that meetings of a certain sort are held at their Tomball location because the building is nice. What does this mean for Tomball? That we are a good selection for the mega-grant because our speculative product enables the community to "catch" a good manufacturing or similar tenant that needs a good building in a good location and that (like many companies) does not have the time to wait for a build-to-suit (which could take years). (With**

**no disrespect intended, an incubator space would be too small for such a tenant.) In our experience, many companies are looking for office warehouses that they can occupy in relatively short order. That is the often-overlooked advantage of a high-end speculative product.**

I would welcome the opportunity to appear in person to speak in favor of our grant applications.

Thank you, as always, for your consideration of our grant applications.

*Have a winning day.*

Very Respectfully,

/s/ Matthew Paul Nickson

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Matthew Paul Nickson  
General Counsel and Project Mgr.  
*Tara Builders, L.L.C.*

# Nickson Industrial - Impact Report



## Scenario 1 with Client Data

**Project Type:** New Construction - Industrial

**Prepared By:** Tomball EDC

## Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein and expressly disclaims any and all liability arising from or related to the use of this report or any errors or omissions it may contain.

## Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

## Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	45.0	0	<b>45.0</b>
Annual Salaries/Wages	\$2,025,000	\$0	<b>\$2,025,000</b>
Salaries/Wages over 10 Years	\$22,173,185	\$0	<b>\$22,173,185</b>
Taxable Sales/Purchases in City of Tomball	\$2,479,738	\$0	<b>\$2,479,738</b>

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	1.3	0	<b>1.3</b>
New residents in City of Tomball	3.5	0	<b>3.5</b>
New residential properties constructed in City of Tomball	0.2	0	<b>0.2</b>
New students to attend local school district	0.7	0	<b>0.7</b>

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$62,046	\$2,150,000	\$859,541	\$0	\$0	\$3,009,541	\$3,071,587
2	\$63,287	\$2,193,000	\$8,612,599	\$0	\$0	\$10,805,599	\$10,868,886
3	\$64,553	\$2,236,860	\$8,784,851	\$0	\$0	\$11,021,711	\$11,086,263
4	\$65,844	\$2,281,597	\$8,960,548	\$0	\$0	\$11,242,145	\$11,307,989
5	\$67,161	\$2,327,229	\$9,139,759	\$0	\$0	\$11,466,988	\$11,534,148
6	\$68,504	\$2,373,774	\$9,322,554	\$0	\$0	\$11,696,328	\$11,764,831
7	\$69,874	\$2,421,249	\$9,509,005	\$0	\$0	\$11,930,254	\$12,000,128
8	\$71,271	\$2,469,674	\$9,699,185	\$0	\$0	\$12,168,859	\$12,240,131
9	\$72,697	\$2,519,068	\$9,893,169	\$0	\$0	\$12,412,236	\$12,484,933
10	\$74,151	\$2,569,449	\$10,091,032	\$0	\$0	\$12,660,481	\$12,734,632

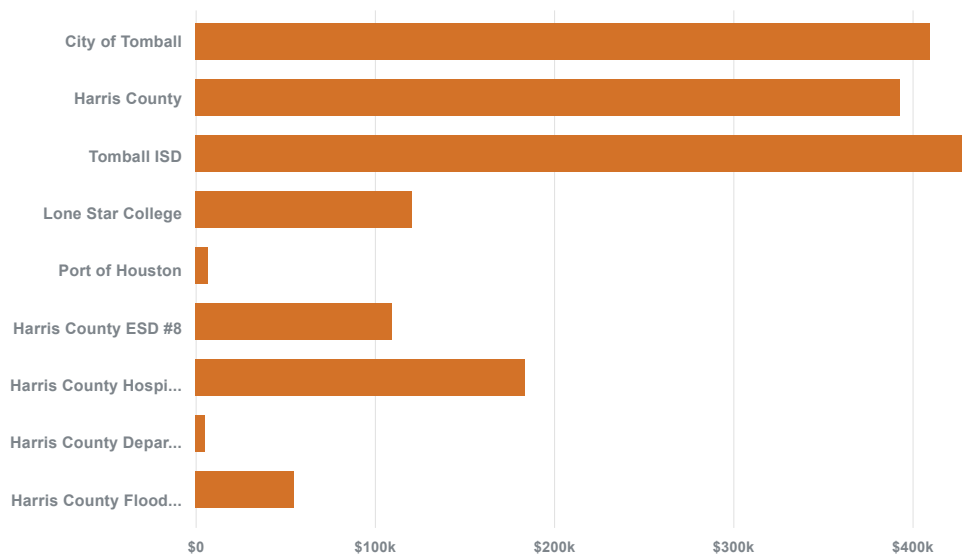
## Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$911,660	(\$501,947)	\$409,713	\$315,520
Harris County	\$476,694	(\$83,351)	\$393,342	\$295,878
Tomball ISD	\$1,160,777	(\$729,182)	\$431,595	\$325,024
Lone Star College	\$120,912	\$0	\$120,912	\$91,105
Port of Houston	\$6,911	\$0	\$6,911	\$5,207
Harris County ESD #8	\$109,848	\$0	\$109,848	\$82,769
Harris County Hospital District	\$183,706	\$0	\$183,706	\$138,419
Harris County Department of Education	\$5,393	\$0	\$5,393	\$4,063
Harris County Flood Control	\$55,029	\$0	\$55,029	\$41,463
<b>Total</b>	<b>\$3,030,929</b>	<b>(\$1,314,480)</b>	<b>\$1,716,449</b>	<b>\$1,299,448</b>

\*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.

Net Benefits Over the Next 10 Years



Public Support Overview

A summary of the total Public Support modeled in this analysis is shown below.

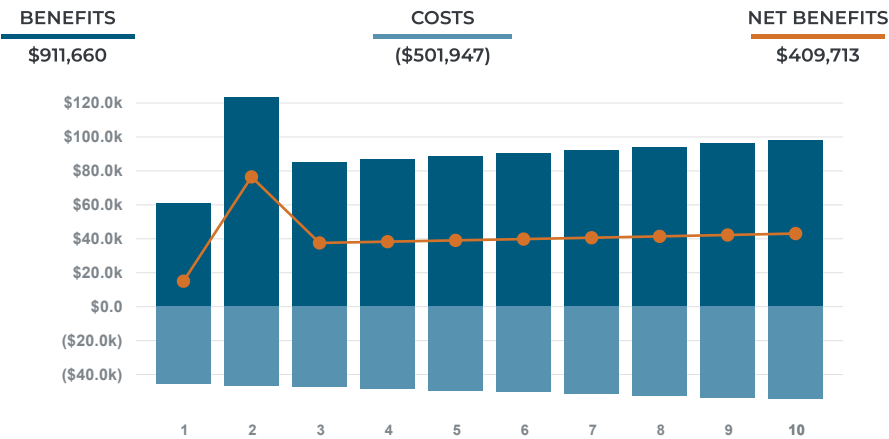
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$61,336	\$61,336
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star College	\$0	\$0
Port of Houston	\$0	\$0
Harris County ESD #8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
Total	\$61,336	\$61,336

City of Tomball Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$44,051	\$5,543	\$49,595
Real Property Taxes	\$364,667	\$0	\$364,667
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$2,285	\$2,285
Hotel Occupancy Taxes	\$0	\$0	\$0
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$291,701	\$21,449	\$313,149
Utility Franchise Fees	\$16,753	\$1,227	\$17,980
Miscellaneous Taxes and User Fees	\$152,749	\$11,234	\$163,983
Benefits Subtotal	\$869,921	\$41,739	\$911,660
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$146,343)	(\$10,732)	(\$157,075)
Cost of Utility Services	(\$321,265)	(\$23,607)	(\$344,872)
Costs Subtotal	(\$467,608)	(\$34,339)	(\$501,947)
Net Benefits	\$402,313	\$7,400	\$409,713

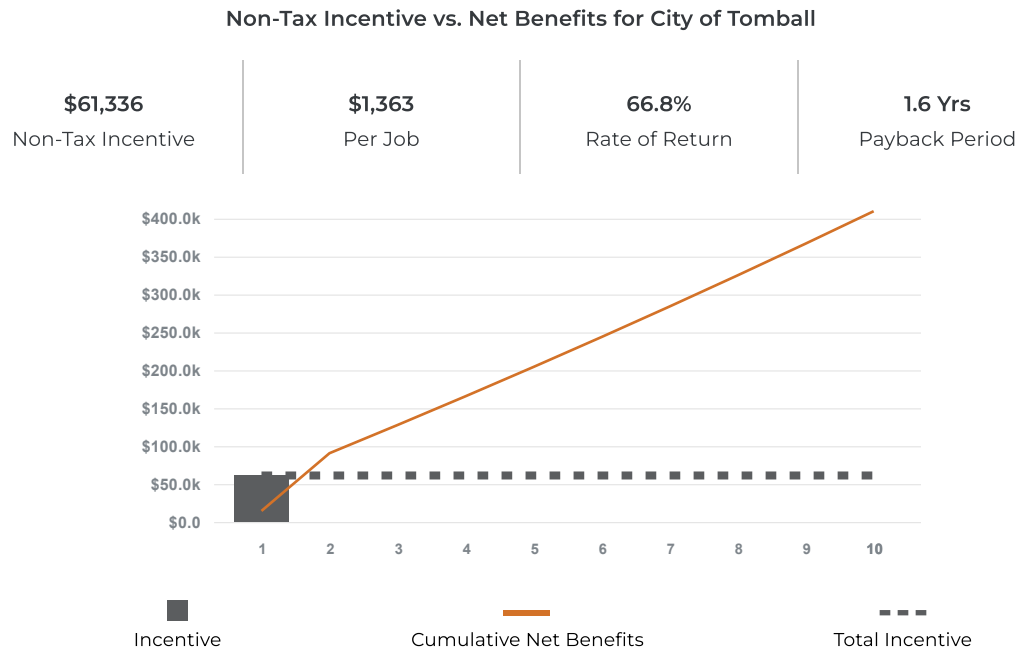
Annual Fiscal Net Benefits for City of Tomball



City of Tomball Public Support

Non-Tax Incentives

The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.

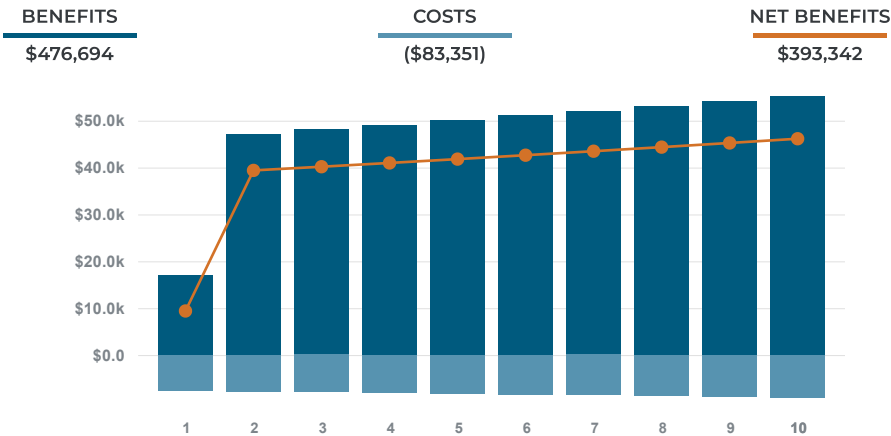


Harris County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$417,709	\$0	\$417,709
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$15,249	\$15,249
Hotel Occupancy Taxes	\$0	\$0	\$0
Miscellaneous Taxes and User Fees	\$27,593	\$16,142	\$43,735
Benefits Subtotal	\$445,302	\$31,392	\$476,694
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$52,723)	(\$30,629)	(\$83,351)
Costs Subtotal	(\$52,723)	(\$30,629)	(\$83,351)
Net Benefits	\$392,579	\$763	\$393,342

Annual Fiscal Net Benefits for Harris County

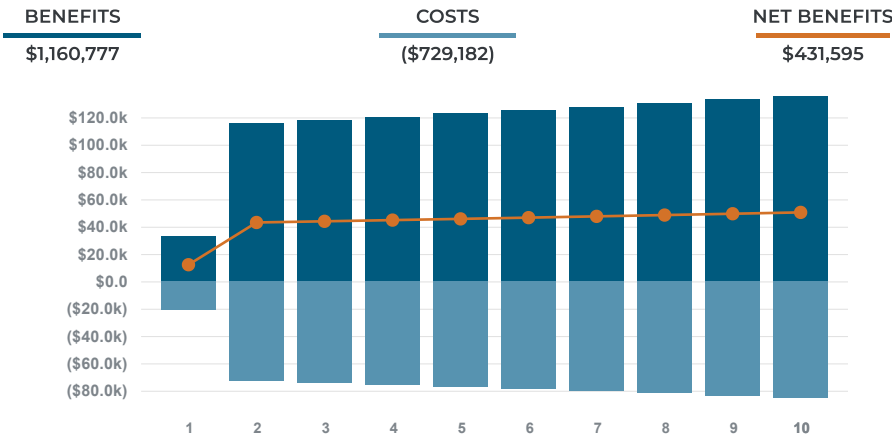


Tomball ISD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$1,152,334	\$0	\$1,152,334
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$2,003	\$2,003
Addtl. State & Federal School Funding	\$0	\$6,440	\$6,440
Benefits Subtotal	\$1,152,334	\$8,443	\$1,160,777
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$5,413)	(\$5,413)
Reduction in State School Funding	(\$722,513)	(\$1,256)	(\$723,769)
Costs Subtotal	(\$722,513)	(\$6,669)	(\$729,182)
Net Benefits	\$429,821	\$1,775	\$431,595

Annual Fiscal Net Benefits for Tomball ISD



Lone Star College Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star College over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$116,654	\$0	\$116,654
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$4,259	\$4,259
Benefits Subtotal	\$116,654	\$4,259	\$120,912
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$116,654	\$4,259	\$120,912

Annual Fiscal Net Benefits for Lone Star College



Port of Houston Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$6,667	\$0	\$6,667
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$243	\$243
Benefits Subtotal	\$6,667	\$243	\$6,911
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$6,667	\$243	\$6,911

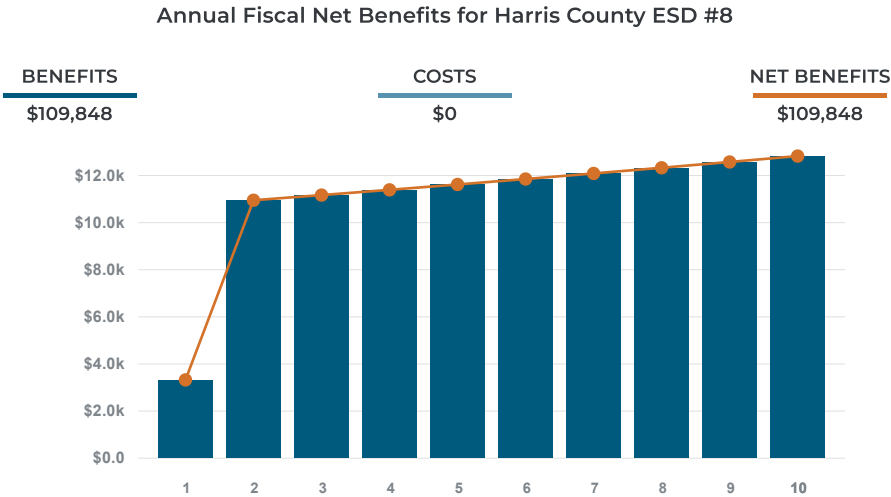
Annual Fiscal Net Benefits for Port of Houston



Harris County ESD #8 Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County ESD #8 over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$105,979	\$0	\$105,979
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$3,869	\$3,869
Benefits Subtotal	\$105,979	\$3,869	\$109,848
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$105,979	\$3,869	\$109,848



Harris County Hospital District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$177,235	\$0	\$177,235
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$6,470	\$6,470
Benefits Subtotal	\$177,235	\$6,470	\$183,706
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$177,235	\$6,470	\$183,706

Annual Fiscal Net Benefits for Harris County Hospital District



Harris County Department of Education Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$5,203	\$0	\$5,203
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$190	\$190
Benefits Subtotal	\$5,203	\$190	\$5,393
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$5,203	\$190	\$5,393

Annual Fiscal Net Benefits for Harris County Department of Education



Harris County Flood Control Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$53,090	\$0	\$53,090
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$1,938	\$1,938
Benefits Subtotal	\$53,090	\$1,938	\$55,029
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$53,090	\$1,938	\$55,029

Annual Fiscal Net Benefits for Harris County Flood Control



## Methodology

### Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

CITY OF TOMBALL		
Employment Multiplier	(Type II Direct Effect)	1.0
Earnings Multiplier	(Type II Direct Effect)	1.0

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

## About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website [www.impactdatasource.com](http://www.impactdatasource.com)



Scenario 1 with Client Data

## AGREEMENT

THE STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS                   §

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 **Tara Builders, LLC** (the “Company”), 2807 East Grove, Houston, Texas 77027.

### 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 endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

**WHEREAS**, the Company proposes to develop a 9.565-acre tract of land within the City, located at 1711, 1721 and 1801 South Persimmon Street, Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company intends to make an investment of over Ten Million Dollars (\$10,000,000.00) in land, buildings, equipment, targeted infrastructure, and other improvements necessary to develop three (3) 25,125 square foot tilt-wall office/warehouse buildings (the “Project”); and

**WHEREAS**, the project will create a minimum of 45 new full-time employment positions in Tomball in conjunction with the development of the multibuilding office/warehouse development on the Property; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of up to Sixty-One Thousand Three Hundred and Thirty-Six Dollars (\$61,336.00), or an amount equal to eight percent (8%) of actual costs if less than the sum stated above, to assist in the construction of targeted infrastructure improvements (the “Infrastructure Improvements”), identified and described in Exhibit “B,” attached hereto and made a part hereof; and

**WHEREAS**, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

**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 Company agree as follows:

1.

The Company hereby covenants and agrees that it will construct and maintain on the Property three (3) tilt-wall office/warehouse buildings (the “Improvements”) identified and depicted on Exhibit “C,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Infrastructure Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

The construction of the Improvements to the Property, including construction of the Infrastructure Improvements shall be completed, and all necessary permits from the City shall be obtained, within Eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

This Agreement shall become enforceable upon the Effective Date and shall remain in effect for five (5) years, unless terminated or cancelled earlier (the "Term"). The Term may be extended through a written amendment to this Agreement executed by the Parties.

4.

The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Sixty-One Thousand Three Hundred and Thirty-Six Dollars (\$61,336.00), or an amount equal to eight percent (8%) of actual costs if less than the sum stated above upon completion of construction and occupancy of each office/warehouse space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company

requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus  $\frac{1}{2}\%$  per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus  $\frac{1}{2}\%$  per annum, within 120 days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of

such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:	Tomball Economic Development Corporation 401 W. Market Street Tomball, Texas 77375 Attn: President, Board of Directors
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If to Company:	Tara Builders, LLC 2807 East Grove Houston, Texas 77027 Attn: Matthew Nickson, Project Manager
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9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be

deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_ (the “Effective Date”).

**Tara Builders, LLC**

By: \_\_\_\_\_  
Name: Matthew Nickson  
Title: Project Manager

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Name: Lisa Covington  
Title: President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Name: William E. Sumner Jr.  
Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
202\_\_, by Matthew Nickson, Project Manager, Tara Builders, LLC for and on behalf of said  
company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the 18th day of November 2025, by  
Lisa Covington, President of the Board of Directors of the Tomball Economic Development  
Corporation, for and on behalf of said Corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

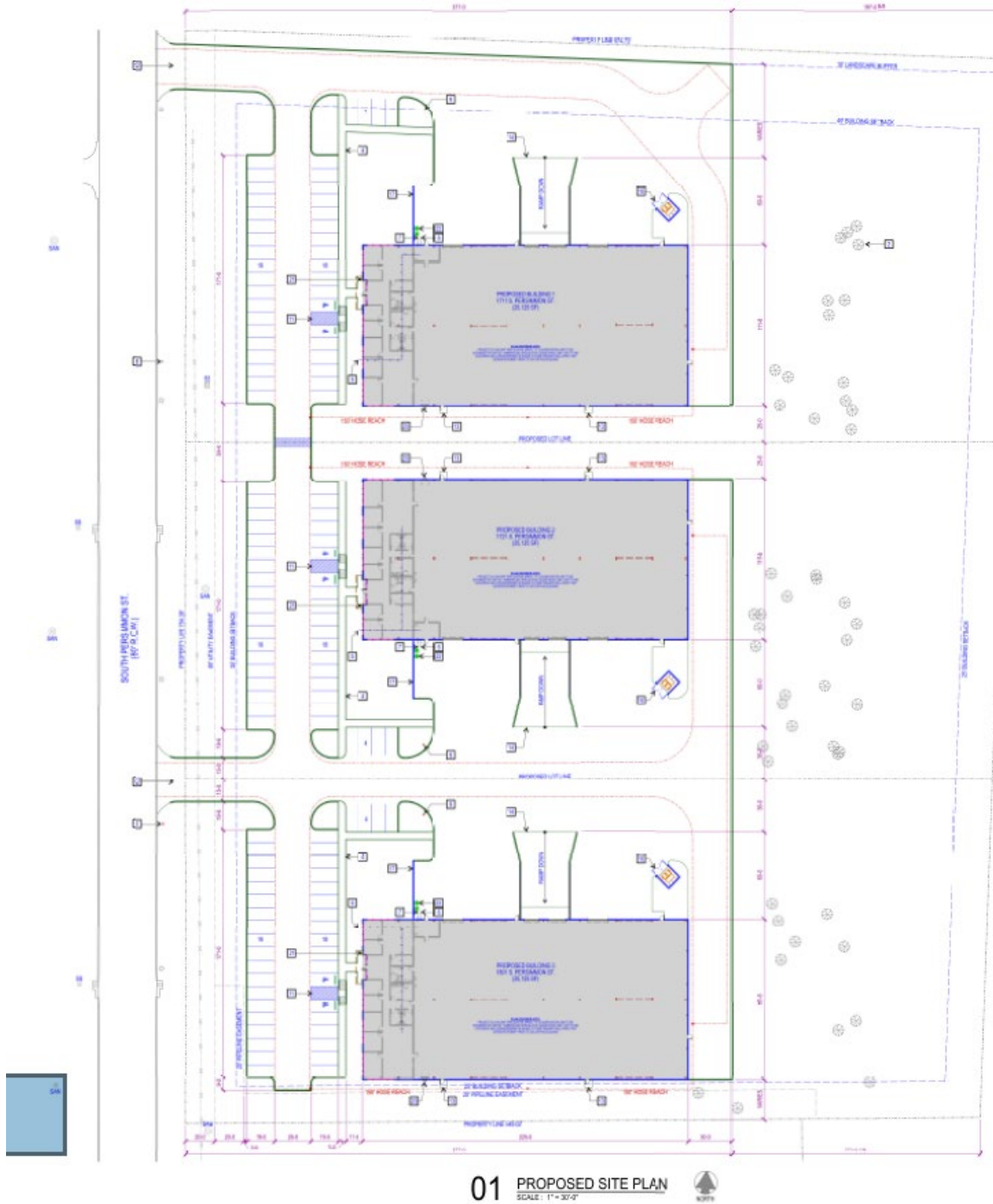


**Exhibit B**  
**Description of Infrastructure Improvements**

<b>Targeted Infrastructure</b>	<b>Cost</b>
Site Prep	\$150,000.00
Detention	\$50,000.00
Storm Drainage	\$108,900.00
Sanitary Sewer	\$31,900.00
Water	\$19,200.00
Electrical	\$405,000.00
Gas	\$0.00
<b>Total</b>	<b>\$765,000.00</b>

## Exhibit C Description of Improvements

Three (3) 25,125 square foot tilt-wall office/warehouse buildings on approximately 9.565 acres of land located at 1711, 1721 and 1801 South Persimmon Street.



## RESOLUTION NO. 2026-04-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 PERFORMANCE AGREEMENT BY AND BETWEEN THE CORPORATION AND TARA BUILDERS, LLC, TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

**WHEREAS**, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

**WHEREAS**, the Board of Directors of the TEDC adopted as a specific project the expenditure of the estimated amount of Sixty-One Thousand Three Hundred Thirty-Six Dollars (\$61,336.00) found by the Board to be required or suitable to promote a new business development by Tara Builders, LLC; and

**WHEREAS**, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

**WHEREAS**, City Council finds and determines that such project promotes new or expanded business enterprises and is in the best interests of the citizenry; now, therefore,

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Sixty-One Thousand Three Hundred Thirty-Six Dollars (\$61,336.00) to Tara Builders, LLC, in accordance with an economic development agreement by and between the TEDC and Tara Builders, LLC, to promote and develop a new or expanded business enterprises, to be located at 1711, 1721 and 1801 South Persimmon Street, Tomball, Texas 77375.

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged

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

**PASSED AND APPROVED** on first reading this \_\_\_\_ day of \_\_\_\_\_,  
202\_\_.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this \_\_\_\_ day of  
\_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

# Regular City Council Agenda Item Data Sheet

Meeting Date: December 15, 2025

**Topic:**

Approve, on Second Reading, Resolution No. 2026-05-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 Performance Agreement by and between the Corporation and CKM Property Management, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 14011 Park Drive, Suite 112, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$7,299.00.

**Background:**

On November 18, 2025, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with CKM Property Management for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

**Origination:** Tomball Economic Development Corporation Board of Directors

**Recommendation:** Approval of Resolution No. 2026-05-TEDC

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

**FUNDING (IF APPLICABLE)**

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

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: #Project Grants

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

Signed _____	Approved by _____
Staff Member-TEDC	Executive Director-TEDC
Date	Date



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** December 1, 2025

**SUBJECT:** CKM Property Management

**ITEM TYPE:** Action

---

The Tomball Economic Development Corporation has received a request from Bruce Deckard, President, of CKM Property Management for funding assistance through the TEDC's Rental Incentive Program.

CKM Property Management is a homeowners association management company dedicated to fostering well-maintained, thriving neighborhoods throughout Tomball and the surrounding area. The company is currently located at 1431 Graham Dr., Suite 252, where it occupies approximately 535 square feet within The Field coworking space.

Mr. Deckard now seeks to expand operations into an 1,825 sq. ft. office space at 14011 Park Dr., Suite 112, in Tomball. This new location will provide greater accessibility for clients, strengthen community relationships, and enhance CKM's ability to contribute to Tomball's growing business environment.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000.00.

The lease agreement that was submitted in conjunction with the request letter shows a three-year lease commitment with a monthly rent amount of \$2,433.33 for the first 12 months. The proposed grant amount of \$7,299.00 will be payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An aerial photograph showing a residential and commercial area. A large, L-shaped property in the center is highlighted with a thick cyan border. This property is surrounded by other lots outlined in yellow. To the left is a multi-lane road with a green line indicating a transit or utility corridor. To the right is another road. A white information box is overlaid on the top part of the highlighted property.

HCAD: 1316010010003



Medical Complex Dr



October 10, 2025

Kelly Violette, CEcD, PCED, AICP  
Executive Director  
Tomball Economic Development Corp.  
29201 Quinn Rd., Suite A  
Tomball, TX 77375

Dear Kelly,

On behalf of CKM Property Management, I would like to express our sincere appreciation for the work TEDC does to support the growth and vitality of local businesses. As our company continues to grow its presence in Tomball, I am writing to formally request consideration for the Rental Incentive Grant to assist with our office transition and continuing long-term establishment within the community.

CKM Property Management is a dedicated homeowners association management company focused on creating well-maintained, thriving neighborhoods throughout Tomball and the surrounding areas. We work closely with HOA boards, homeowners, and vendors to ensure that residential communities are not only well-managed but also reflective of the pride and care that define Tomball as a whole.

As we expand our operations, the decision to invest in a larger office space in Tomball represents a significant step forward. Our new location will allow us to offer greater accessibility to the clients we serve, foster stronger community relationships, and contribute more actively to the local business environment.

We believe our presence contributes positively to Tomball's continued growth by enhancing the quality of residential life, strengthening community engagement, and supporting responsible neighborhood development. With TEDC's support, we hope to deepen our roots in Tomball and expand the services we're able to offer local communities.

Thank you for your time and consideration. We are excited to grow alongside Tomball and would be honored to have TEDC as a partner in that journey.

Warm regards,

Bruce Deckard, President  
CKM Property Management

Main: 281-255-3055  
Direct: 214-970-1319

CKM Property Management  
1431 Graham Dr., Ste. 252  
Tomball, TX 77375

Web: [ckmpropertymanagement.com](http://ckmpropertymanagement.com)



## NEW BUSINESS RENTAL INCENTIVE PROGRAM

### PART A –BUSINESS OWNER APPLICATION

The New Business Rental Incentive Program seeks to reduce area vacancies and facilitate the establishment of new businesses in previously underutilized areas of the City. The intent of the program is to facilitate business growth and expansion by assisting businesses in leasing space. All grant award decisions of the Tomball Economic Development Corporation (TEDC) Board of Directors are discretionary and final. Through the Program, the TEDC will provide up to 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000 per business.

#### **Business Owner Applicant Information**

Name of Business: CKM Property Management

Current Business Physical Address: 1431 Graham Dr., Ste. 252

City, State & Zip Tomball, TX 77375

Mailing Address: PO Box 160

City, State & Zip Tomball, TX 77377

Business Phone: 281-255-3055

Business Website: <https://www.ckmpropertymanagement.com/>

Business Owner Name: BBDeck, Inc.

Applicant's Name (if different): \_\_\_\_\_

Position /Title: CEO/President

Phone and Email: bruce@ckm1.com

Nature of Business: HOA Community Management

NAICS Code: 531311

Legal Form of Business:

- ☐ Sole Proprietor
- ☒ Partnership Number of Partners 2
- ☐ Corporation
- ☐ Limited Liability Corp
- ☐ Other \_\_\_\_\_

Business Start/Opening Date 1995

Days and Hours of Operation

Days Open: Monday - Friday

Hours Open: 8:00 am - 4:00 pm

## Employees

Full Time Employees (40 hours per week): 9

Part Time Employees (less than 40 hours per week): 2

Does the Business Owner Have any Relationship to the Property Owner/Landlord?

No ☒ Yes ☐ (please explain)

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## Moving and Space Improvement Cost and Funding Information

### Investment Data

Tenant Space Improvement (finish) \$ 2000.00

Landlord Space Improvement (finish) \$           

Equipment and Display \$ 2000.00

Product Stock (for Opening) \$           

Marketing (First Year) \$ 1000.00

### Sources of Funding for Move/Expansion

Funds invested by owner \$           

Funds from other sources\* \$           

Total estimated cost to move/expand \$ \$3000.00

\* Source of Funding and Amounts Operational business account

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## New Lease Property Information

Address of space to be leased: 14011 Park Dr., Ste. 112, Tomball, TX 77377

Total amount of square feet to be leased and occupied: 1825

Term of lease (minimum 3 years): 3 years

Gross rental rate \$ 2433.33 per month \$ 1.33 per s.f.

Additional lease terms and other monthly charges: Yr 1: \$2433.33/month

Yr 2: \$2509.38/month Yr 3: 2585.42/month

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Indicate any rate increases: 3.125% annual increase

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**FINANCIAL NEED DEMONSTRATION:** Acceptance into the Rental Incentive Program requires an acceptable explanation of financial need. Use the lines below to explain why and how the rent subsidy is an important factor in opening your business.

CKM is currently experiencing a season of rapid growth in both our client base and number of employees needed to support them. This growth has presented us with unique opportunities, but also challenges, especially in being able to locate space, within Tomball, to meet our needs. We believe the TEDC rental grant can play a pivotal role in helping us continue our positive trajectory, while also contributing to the long-term growth and economic vitality of Tomball.

As we are growing so quickly, we are faced with an immediate need to expand our corporate office space to accommodate both our current team and also to allow us to hire new staff members. That being said, finding available commercial space at an easily affordable rate, in the current market, has been a challenge. Receiving the TEDC rental grant would allow us much needed financial relief by reducing our overall rental expenses at the end of the first year of occupancy. This would allow us to focus more on lowering our operating costs, enabling faster growth, and would help us stay within the Tomball marketplace for the long term.

**Explain how your business will benefit and enhance the area in which you are locating and how your business will complement other businesses within the area:**

Our expansion plans include hiring additional employees for various departments, including operations, client support, and management. This grant would enable us to hire from the local workforce and would contribute to the overall economic growth of Tomball. Additionally, with a stable, well-supported location, we would be able to work toward increasing our services, generating more revenue, and contributing to the local tax base. As our business continues to grow, it will also attract more clients and create partnerships with other businesses, which will help foster a strong and diverse local economy.

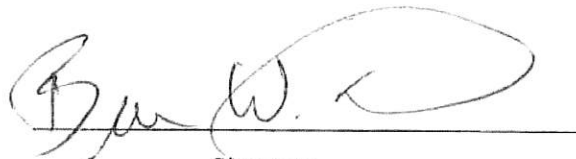
## Certification

By signing below, the Business Owner of record (applicant) understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the business owner's knowledge. Business owner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The business is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.
6. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

**Bruce Deckard**

Printed Name of Principal Owner

  
Signature

**10/09/2025**

Date

**Please submit the completed application along with a copy of the Proposed Lease Agreement to:**

Kelly Violette

Tomball Economic Development Corporation

29201 Quinn Road, Suite B

Tomball, TX 77375

**For further questions about the Program, please contact Kelly Violette, Executive Director, at 281.401.4086 or [kviolette@tomballtxedc.org](mailto:kviolette@tomballtxedc.org).**



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LANDPARK

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COMMERCIAL

October 9, 2025

Via email: bruce@ckm1.com

Re: Lease Proposal – CKM Property Management  
14011 Park Dr, Suite 112

Dear Bruce,

On behalf of Tomball Park I & II LC, I am pleased to submit the following proposal for your review and consideration. The general terms and conditions under which the Landlord will consider a lease are provided below:

**Building:** TOMBALL PARK at FOUR CORNERS

**Location:** 14011 Park Dr, Suite 112

**Square Feet:** Approximately 1,825 SF NRA.

**Use:** Office use – Property Management

**Term:** Three (3) Years

**Commencement:** November 1, 2025

**Monthly Rent:**

Year 1:	\$2,433.33/month
Year 2:	\$2,509.38/month
Year 3:	\$2,585.42/month

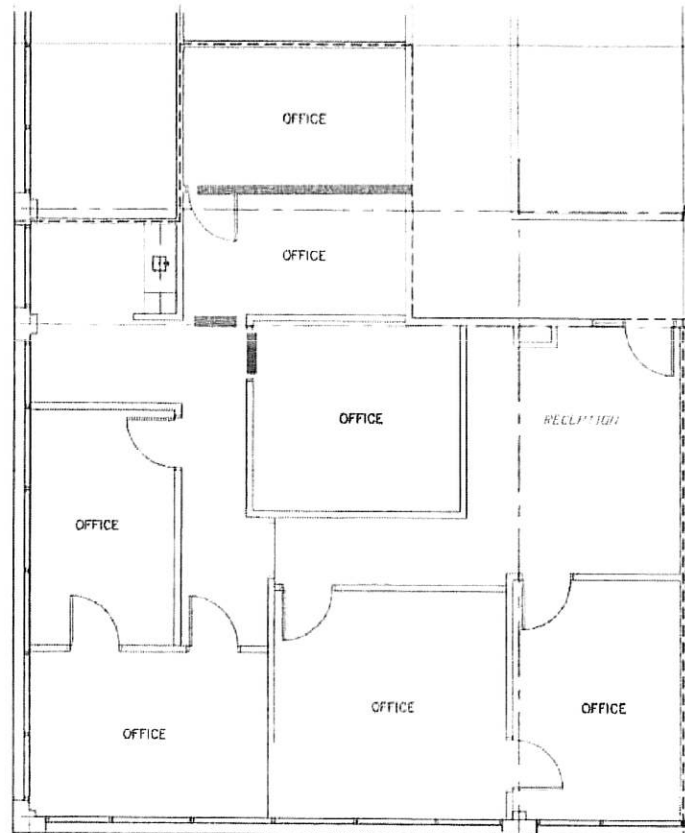
**Tenant Improvements:** Landlord will do the following improvements: Paint the space throughout using Building Standard paint. Paint one (1) accent wall in the reception area with Tenant's company color. Shampoo the carpet throughout. Replace damaged ceiling tiles and light bulbs. Demo one (1) demising wall & one (1) door highlighted in red below. Add two (2) doors highlighted in green below. See Exhibit "A" below:

**Prepaid Rent:** Due at Lease Execution

**Security Deposit:** Due at Lease Execution (equivalent to last month's rent)

## EXHIBIT "A"

### TENANT IMPROVEMENTS



- Landlord will paint the space using Building Standard paint. Paint one accent wall in the reception area with Tenant's company color
- Shampoo carpet throughout.
- Replace damaged ceiling tiles and light bulbs throughout.
- Remove one (1) demising wall & one (1) door highlighted in red and patch floor.
- Add two (2) doors highlighted in green.

This proposal is not a legally binding contract and is intended solely for the purpose of summarizing the principal business terms to be incorporated into a lease. It is expressly agreed that no legally binding contractual relationship between the parties will exist unless and until a lease is mutually executed and delivered to both parties. The proposed space is subject to prior leasing. The terms outlined herein are subject to Landlord's final review and acceptance. The terms and conditions of this proposal shall remain valid until October 10, 2025.

Bruce, we look forward to having **CKM Property Management** as one of our valued tenants at Tomball Park I & II LC. Please don't hesitate to contact me should you need additional information or have any questions.

Sincerely,

LANDPARK COMMERCIAL, LLC

**Ross Miller**  
*Advisor*

Agreed and Accepted By:

\_\_\_\_\_ Date: \_\_\_\_\_



## NEW BUSINESS RENTAL INCENTIVE PROGRAM

### PART B – PROPERTY OWNER/LANDLORD APPLICATION

Complete all items carefully and accurately to the best of your knowledge and return with a copy of Proof of Ownership to:

Kelly Violette  
Tomball Economic Development Corporation  
29201 Quinn Road, Suite B  
Tomball, TX 77375

Property Address: 14011 Park Drive

Property Owner of Record: R Kent and Peggy B McGaughy (T-Park 1 & 2 LC)

Mailing Address: 4951 Terminal St

City, State & Zip Bellaire, TX 77401

Phone: 512-217-4987 Email: caroline.m.alexander@gmail.com

Name(s) of Authorized Signatories: Caroline Alexander

Name of Management Company: LandPark Advisors

Name of Representative/Contact Person: Ryan Burnaman

Management Company Address: 2550 Gray Falls Drive, Suite 400

City, State & Zip Houston, TX 77077

Phone: 713-789-2200 Email: rburnaman@landparkco.com

Name of proposed business at site: **CKM Property Management**

Name of business owner: **Bruce Deckard**

DOES THE BUSINESS OWNER OR THE BUSINESS HAVE ANY RELATIONSHIP TO THE  
PROPERTY OWNER/LANDLORD? NO ☒ YES ☐ Please explain

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## SITE & LEASE INFORMATION

Total amount of square feet to be leased and occupied by business: 1,825

Term of lease: 3 years

Gross rental rate \$ 2,433.33 per month \$ 16.00 per s.f.

Additional lease terms and other monthly charges: No further monthly charges

Indicate any rate increases: \$0.50/psf/year

Is the subject space currently vacant? Yes ☒ No ☐

If yes, how long has the space been vacant? 3 months

Name of previous tenant: \_\_\_\_\_

Previous Rental Rate: \$ 2,509.38 Per Month \$ 16.50 Per Square Foot

## CERTIFICATIONS

**Are all real estate and personal property taxes due the City of Tomball paid in full?**

Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)

Other Properties: YES ☒ NO ☐ N/A ☐

**Are all City of Tomball water and sewer bills due paid in full?**

Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)

Other Properties: YES ☒ NO ☐ N/A ☐

**Have you been cited for any existing zoning, building or property maintenance code violations that remain uncorrected?**

Subject Property: YES ☐ NO ☒ (Please explain on supplemental sheet)

Other Properties: YES ☐ NO ☒ N/A ☐

**Are you involved in any litigation with the City of Tomball?**

☐ YES (Please explain on supplemental sheet)

☒ NO

**By signing below, the Landlord/Property Owner of record understands and agrees to the following:**

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the land owner's knowledge. Landowner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The property is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.

**Caroline Alexander**

Printed Name of Property Owner/Landlord



Signature

**October 10, 2025**

Date

## LEASE CONTRACT

This Lease Agreement, entered into by and between TOMBALL PARK I & II LC (hereinafter called "Lessor"), and Bruce Wade Deckard dba CKM Property Management (hereinafter called "Lessee").

### WITNESSETH:

In consideration of the mutual covenants as set forth herein, Lessor and Lessee hereby agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor approximately 1,825 SQUARE FEET of Net Rentable Area on the 1st floor in the building known as SUITE 112 (hereinafter called "Building"), located at 14011 Park Drive, Suite 112, Tomball, Harris County, Texas. The legal description of said property is contained in the attached Exhibit "A". The area hereby leased (hereinafter called "Leased Premises") in the Building is shown outlined and hatched on the floor plan(s) attached hereto and made a part hereof as Exhibit "B". Lessor shall have the right at any time and from time to time to change the name of the Building.

2. **NET RENTABLE AREA.** A. The term "Net Rentable Area" as used herein shall mean that on each floor of the building on which the entire space rentable to tenants is or will be leased to one tenant, the Net Rentable Area for such floor (hereinafter referred to as "Single Tenant Floor") shall be the entire area bounded by the inside surface of the four exterior glass walls or the inside surface of the permanent exterior wall where there is no glass of the Building on such floor less the area contained within the exterior walls of the building stairs, fire towers, vertical ducts, elevator shafts, flues, vents, stacks and pipe shafts. All the area on any Single Tenant of other floors which may service such single tenant floors that is used for elevator lobbies, corridors, special stairways, rest rooms, mechanical rooms, electrical rooms, telephone and janitor closets, and all vertical penetrations that are included for the special use of Lessee, and columns and other structural portions and/or projections of the Building shall be included within the Rentable Area for such floor.

B. On each floor of the Building on which space is or will be leased to more than one tenant, the Rentable Area attributable to each such lease shall be the total of (i) the entire area included within the Leased Premises covered by such lease, being the area bounded by the inside surface of any exterior glass walls (or the inside surface of the permanent exterior wall where there is no glass) of the Building bounding such Leased Premises, the exterior of all walls separating such Leased Premises from any public areas on such floor, and the centerline of all walls separating such Leased Premises from other areas leased or to be leased to other tenants on such floor, and (ii) a prorated portion of the area covered by the elevator lobbies, corridors, rest rooms, mechanical rooms, electrical rooms, telephone and janitor closets situated on such floor or other floors which may service such single tenant floors. The Net Rentable Area for the entire building shall be deemed to be 36,900 square feet for the purposes of this Lease. The Net Rentable Area contained within the Leased Premises shall be deemed to be the number of square feet set forth above.

3. **TERM.** A. Subject to and upon the conditions as set forth herein, or any addenda or exhibits hereto, this Lease shall continue in force for a term of 36 months commencing on December 1, 2025, and shall terminate on November 30, 2028. Landlord will grant beneficial occupancy and allow Tenant early access to the premises upon completion of construction, and once first month's rent, security deposit, and certificate of occupancy are provided.

B. In the event the Leased Premises should not be ready for occupancy by the commencement date stated in Paragraph 3A above, Lessor shall not be liable for any claims, damages or liabilities in connection therewith or by reason thereof, and the term of this lease shall commence at the time that the Leased Premises are ready for occupancy by Lessee. Should the term of this lease commence on a date other than that specified in Paragraph 3A above for any reason, Lessor and Lessee will, at the request of either, execute a declaration specifying the beginning date of the term of this Lease Agreement. In such event, rental under this Lease Agreement shall not commence until said revised commencement date, and the stated term in this Lease Agreement shall thereupon commence and the expiration date shall be extended so as to give effect to the full stated term.

4. **USE.** A. The Premises are to be used and occupied by the Lessee solely for storage and office/property management use and for no other purpose.

B. Lessee agrees not to commit or suffer to be committed on the premises any nuisance or other act or thing against public policy or which violates any law or governmental regulation, or which is disreputable, or which may disturb the quiet enjoyment of any other tenant of the Building of which the Premises are a part.

C. Lessee will not use, occupy, or permit the use or occupancy of these Premises for any unlawful, disreputable, immoral or hazardous purpose; or maintain or permit the maintenance of any public or private nuisance; or do or permit any act or thing

which may disturb the quiet enjoyment of any other tenant of the Building; or keep any substance or carry on or permit any operation which might omit offensive odors into other portions of the Building or permit anything to be done which would increase the fire insurance rate of the Building or contents.

**5. BASE RENTAL OVER THE PRIMARY TERM HEREOF:** A. Lessee hereby agrees to pay without demand a base rental (hereinafter called "Base Rental") in the total sum of **\$90,337.56** payable in **36** monthly installments AS SPECIFIED IN SCHEDULE BELOW. The Lessee shall also pay, as additional rent (hereinafter called "Additional Rent"), all such other sums of money as shall become due from and payable by Lessee to Lessor under this lease. The Lessor shall have the same remedies for default for the payment of Additional Rent as are available to Lessor in the case of a default in the payment of Base Rental. Such Base Rental, together with any adjustment of rent provided for herein then in effect, shall be due and payable in equal installments on the first day of each calendar month during the initial period of the lease and any extensions or renewals thereof, and Lessee hereby agrees to so pay such rent to Lessor at Lessor's address as provided herein (or such other address as may be designated by Lessor from time to time) monthly in advance without demand. If the term of this Lease Agreement as heretofore established commences on other than the first day of a month or terminates on other than the last day of a month, then the installments of Base Rental for such month or months shall be prorated and the installment or installments so prorated shall be paid in advance.

MONTHS 1-12, \$2,433.33  
MONTHS 13-24, \$2,509.38  
MONTHS 25-36, \$2,585.42

B. In the event Lessee fails to pay to Lessor when due any installment of rental or other sum to be paid to Lessor which may become due hereunder, Lessor will incur additional expenses in an amount not readily ascertainable and which has not been elsewhere provided for between Lessor and Lessee. If Lessee should fail to pay to Lessor when due any installment of rental or other sum to be paid hereunder, Lessee will pay Lessor on demand a late charge equal to the greater of (i) \$100.00, or (ii) ten percent (10%) of the past due amount. Failure to pay such late charge upon demand therefore shall be an event of default hereunder. Provision for such late charge shall be in addition to all other rights and remedies available to Lessor hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Lessor's remedies in any manner.

C. If Lessee pays any installment of Base Rental or any other sum by check and such check is returned for insufficient funds or other reason not the fault of Lessor, then Lessee shall pay to Lessor on demand a processing fee of fifty and no/100 dollars (\$50.00) per returned check.

**6. BASE RENTAL ESCALATION.** A. In the event that the Base Cost (as hereinafter defined) of Lessor's operation of the Building during the term of occupancy shall exceed **\$7.50** per square foot of Net Rentable Area per year, Lessee shall pay to Lessor, as Additional Rent, its proportionate share of the increase in such Base Cost. The proportionate share to be paid by Lessee shall be the percentage of Base Cost which the Net Rentable Area contained in the premises then leased by Lessee in the Building bears to the Total Rentable Area contained in the Building. Said Additional Rent shall be paid in the manner and at the times set forth in Paragraph 6 below. The term "Lease Year" shall mean the twelve-month period commencing January 1 and ending December 31.

B. "Base Cost", as said term is used herein, shall be defined as the operating expenses of the Building which shall be computed on the accrual basis and shall consist of all expenditures by Lessor to maintain all facilities in operation during the Lease Year and such additional facilities in subsequent years as may be determined by Lessor to be necessary. All operating expenses shall be determined in accordance with generally accepted accounting principles which shall be consistently applied. The term "operating expenses" as used herein shall mean all expenses, costs and disbursements (but not replacement of capital investment items except those made for the purposes of reducing operating expenses, nor Lessor's home office expense, not specific costs specifically billed to and paid by specific tenants nor rental commissions) of every kind and nature which Lessor shall pay or become obligated to pay because of or in connection with the ownership and operation of the Building, including but not limited to, the following:

- 1) Wages and salaries of all employees actually engaged in operation and maintenance of the Building, including taxes, insurance and benefits relating thereto.
- 2) All supplies and material used in operation and maintenance of the Building.
- 3) Cost of all utilities including electric, gas, water, heating, air conditioning and ventilating the Building.
- 4) Cost of all maintenance and service agreements for the Building and the therein equipment, including security service, window cleaning, elevator maintenance and janitorial service.

5) Cost of casualty and liability insurance applicable to the Building and Lessor's personal property used in connection therewith.

6) All taxes and assessments and governmental charges whether Federal, state, county, or municipal, and whether they be by taxing districts or authorities presently taxing the Leased Premises or by others, subsequently created or otherwise, and any other taxes and assessments attributable to the Building or their operation excluding, however, Federal and state taxes on income. It is agreed that Lessee will be responsible for ad valorem taxes on its personal property and on the value of all special leasehold improvements to the Leased Premises. If any such taxes on leasehold improvements are paid by Lessor, Lessee will reimburse Lessor therefor upon receipt of a bill from Lessor, together with a reasonable supporting statement setting forth Lessor's calculation of the amount of such taxes chargeable to Lessee's leasehold improvements.

7) Cost of repairs and general maintenance undertaken by Lessor in its sole discretion on or of the Building (excluding only repairs and general structural maintenance, foundation and exterior walls of the Building, repairs and general maintenance paid by proceeds of insurance or by Lessee or other third parties, and alterations attributable solely to tenants of the Building other than Lessee).

8) Cost of capital expenditures made for the specific purpose of installing equipment, devices, or materials intended to reduce operating expenses of the Building. Such costs will be amortized over a period of time determined by Lessor, together with interest at the rate of 10% per annum on the unamortized balance. However, such amortization expense and interest for such capital expenditures for any single Lease Year will not exceed the operating expense savings generated by the capital expenditures. The savings will be determined by (i) calculating the operating expense as if no such capital expenditure has been made, and (ii) subtracting therefrom the actual cost of building operation of the Lease Year in question.

9) The Management Fee incurred by Lessor for the Manager of the Building calculated as a percent of Base Rental plus Additional Rent. If any of the factors included in "Base Cost" are not payable or otherwise due so as to allow an accurate calculation of said factors annually (e.g., ad valorem taxes and long-term contracts), then Lessor, in its sole discretion, may estimate and prorate said factors on an annual basis, and said factors shall be properly adjusted by Lessor when they actually become due and payable.

**7. MONTHLY PAYMENT OF ESCALATIONS.** A. Lessor shall have the right to estimate and collect monthly in advance from Lessee the escalations of Base Cost owed or to be owed by Lessee under Paragraph 5, said monthly payments (the "Monthly Escalation Payments") to be in such amounts are estimated in good faith by Lessor in its sole discretion. The Monthly Escalation Payments shall be due and payable at the same time as the Base Rental is due and payable under Paragraph 5.

B. Lessor shall, within the period of one hundred twenty (120) days after the close of any Lease Year for which Additional Rent may be due under the provisions of Paragraph 6, give written notice thereof to Lessee, which notice shall also contain or be accompanied by a statement of the actual Base Cost of Lessor's operation of the Building during the preceding Lease Year and by a computation of such Additional Rent. Failure of Lessor to give Lessee said notice within said time period shall not be a waiver of Lessors' right to collect said Additional Rent. When the Lessor presents Lessee with the statements of amounts due by Lessee for any escalation set out in Paragraph 6, Lessee shall pay Lessor the difference between its proportionate share of said escalation and the amount of Monthly Escalation Payments actually made by Lessee during the preceding Lease Year, attributable to said escalation; or Lessee shall receive a credit therefore if Lessee's proportionate share is less than the amount of Monthly Escalation Payments actually collected by Lessor during the preceding Lease Year, said credit to be applied to future Monthly Escalation Payments.

C. Notwithstanding any other provision herein to the contrary, it is agreed that in the event the Building is not fully occupied during the initial Lease Year or any subsequent Lease Year, an adjustment shall be made in computing the operation expenses for the Base Cost for such period so that the cost of all utilities including electricity, gas, water, heating, lighting, air conditioning and ventilating the Building and the cost of furnishing the janitorial service to the Building shall be computed for such period as though the Building has been 95% occupied during such period.

D. Lessee, at its expense, shall have the right at all reasonable times to audit Lessor's books and records relating to this Lease for which Additional Rental payments described in this Paragraph 6 become due; or at Lessor's sole discretion, Lessor will provide such audit prepared by a Certified Public Accountant of recognized standing in Houston, Texas.

**8. FIRST MONTH'S RENT AND SECURITY DEPOSIT.** On the date hereof, Lessee shall deposit with Lessor the sum of \$2,433.33, which sum shall be applied against the first month's rent due hereunder on the commencement date hereof. In addition, Lessee shall deposit, on the date hereof, the sum of \$2,585.42 (the "Security Deposit") as security for Lessee's faithful performance of Lessee's obligations herein contained. Lessee must give Lessor at least thirty (30) days written notice of intent to vacate premises prior to move-out at the end of the above lease term or any renewal or extension period. If Lessee fails to give the thirty (30) day written move-out notice Lessor may retain all of the Security Deposit. If Lessee defaults in any manner

(including the payment of any rent or other sum due hereunder) in the performance of the Lessee's obligations herein contained, Lessor may use, or apply or retain all or any portion of the Security Deposit for the payment of any rent or other sum in default or for the payment of any other sum or expense to which Lessor may become obligated by reason of such default, or to compensate Lessor for any loss or damage which Lessor may suffer thereby. Lessor shall not be required to separately account for the Security Deposit nor to maintain an escrow or separate account therefore. If Lessee performs all of Lessee's obligations hereunder, the Security Deposit, or so much thereof as has not theretofore been applied by Lessor, shall be returned, without payment of interest or other increment for its use, to Lessee (or, at Lessee's option, the last assignee, if any, of Lessee's interest hereunder) within sixty (60) days of the expiration of the term thereto, and after Lessee has vacated the Leased Premises. Lessor's right to so apply the Security Deposit shall in no manner limit, impair or otherwise affect any of Lessor's remedies set forth herein.

**9. SERVICES TO BE PROVIDED BY LANDLORD.** A. Subject to the rules and regulations hereinafter referred to, Lessor shall furnish Lessee, at Lessor's expense, the following services during the lease term:

1) Air conditioning and heating, at such temperatures and in such amounts and at such times as are considered by Lessor to be standard office conditions for the Building, from 7:00am – 7:00pm Monday through Friday, and from 8:00am – Noon on Saturday, but not on Saturday afternoons, Sundays and holidays. Overtime service for same shall be furnished only upon the request of Lessee, who shall bear the cost thereof at the Standard hourly rate as computed by Lessor and charged to other tenants in the Building.

2) Janitor service in and about the Building and the Leased Premises, five (5) days per week.

3) Proper facilities to furnish sufficient electrical power for building standard lighting, typewriters, dictating equipment, calculating machines and other machines of similar low electrical consumption, but not including electricity required for electronic data processing equipment, special lighting in excess of building standard, or any other item of electrical equipment which singly consumes more than 0.5 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase. Lessee shall pay to Lessor, monthly as billed, such charges as may be separately metered or as Lessor's engineer may compute for any electrical service in excess of that stated above.

4) Water for drinking, lavatory, and toilet purposes.

5) Replacement of ballasts and fluorescent lamps in building standard ceiling-mounted fixtures installed by Lessor and incandescent bulb replacement in all public areas of the Building.

B. No interruption or malfunction of any such services shall constitute an eviction or disturbance of Lessee's use and possession of the Leased Premises or Building or a breach by Lessor of any of its obligations hereunder or render Lessor liable for damages or entitle Lessee to be relieved from any of its obligations hereunder (including the obligation to pay rent) or grant Lessee any right of setoff or recoupment. In the event of any such interruption, however, Lessor shall use reasonable diligence to restore such service.

C. Lessor shall have no responsibility to prevent, nor have liability to Lessee for losses due to theft or burglary or damages done by persons gaining access to the Leased Premises or the Building.

D. To furnish Lessee, free of charge, with two keys for each corridor door entering the Leased Premises, and additional keys will be furnished at a charge by Lessor equal to its cost plus 15% on an order signed by Lessee or Lessee's authorized representative. All such keys shall remain the property of Lessor. No additional locks shall be allowed on any door of Leased Premises, and Lessee shall not make or permit to be made any duplicate keys, except those furnished by Lessor. Upon termination of this Lease, Lessee shall surrender to Lessor all keys of the Leased Premises and give to Lessor the explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.

E. To provide and install, at Lessee's cost, all identification on the entry door to the Leased Premises, as set forth in the Work Letter Agreement (hereinafter defined). All such letters and numerals shall be in the Building's Standard graphics. Only Building Standard graphics may be used in any public area or openings on to public areas.

F. Lessor agrees to furnish, at Lessee's cost, a lobby Directory Board Strip identifying Lessee on the Lobby Directory Board. The cost of any changes or additions will be charged to the Lessee.

**10. IMPROVEMENTS TO BE MADE BY LESSOR.** A. In preparing the Leased Premises for occupancy by Lessee, Lessor shall be required to bear the expense of installing the items (said items being considered as Building Standard items) listed on the certain Work Letter Agreement (the "Work Letter" attached hereto as Exhibit "C") by and between Lessor and

Lessee relating to the Leased Premises, only to the extent that they do not exceed the respective allowances indicated in the Work Letter.

B. Lessor will endeavor to comply with the mutually determined Lessee improvement schedule set forth in the Work Letter. After receipt of approved price estimate and construction drawings, Lessor will partition and prepare said Leased Premises in accordance therewith; however, Lessor shall not be required to install any partitions or improvements which are not in conformity with the plans and specifications for the Building or which are not approved by Lessor or Lessor's Architect, and Lessor shall be required to bear the expenses of installing the items in the Work Letter only to the extent that they do not exceed the respective allowances indicated in the Work Letter. All installations in excess thereof shall be for Lessee's account, and Lessee shall pay, as Additional Rent hereunder, to Lessor, an amount equal to Lessor's actual cost plus an additional 15% to cover overhead, promptly upon being invoiced therefor. Failure by Lessee to pay such sum in full within thirty (30) days after its receipt of the invoice will constitute failure to pay rent when due and an event of default by Lessee hereunder, giving rise to all remedies available to Lessor under this Lease and at law for nonpayment of rent.

11. REPAIR AND MAINTENANCE. A. Lessor will, at its own cost and expense, except as may be provided elsewhere herein, make necessary repairs of damage to the Building corridors, lobby, structural members of the Building and equipment used to provide the services referred to in Paragraph 9 above, unless any such damage is caused by negligent acts or omissions of Lessee, its agents, customers, employees or invitees, in which event Lessee will bear the cost of such repair. Lessee will promptly give Lessor written notice of any damage in the Leased Premises requiring repair by Lessor, as aforesaid.

B. Lessee will not damage the Leased Premises or the Building and will maintain the Leased Premises in a clean, attractive condition and in good repair, except as to damage to be repaired by Lessor, as provided above. Upon termination of this Lease, Lessee will surrender and deliver up the Leased Premises in good order and repair, except ordinary wear and tear.

12. FIRE OR OTHER CASUALTY. A. The parties hereto mutually agree that if at any time during the lease term the Leased Premises or any portion of the Building are partially or totally destroyed by fire or other causality covered by the fire and extended coverage insurance to be carried by Lessor under the terms hereof, then Lessor may, at its option, upon thirty (30) days written notice to Lessee, repair and restore the Leased Premises and Building as soon as it is reasonably practicable, to substantially the same condition in which the Leased Premises and the Building were before such damage, or it may terminate the Lease; provided, however, that in the event the Leased Premises are completely destroyed or so badly damaged that repairs cannot be commenced within sixty (60) days and completed within six (6) months thereafter, then this Lease shall be terminable as of the date of occurrence of the damage or destruction by either party hereto serving written notice upon the other, and provided further, that in any event repairs completed within a reasonable time, in no case to exceed six (6) months, this Lease may be immediately terminated by Lessee as of the date of occurrence of damage or destruction by serving notice upon the Lessor.

B. In the event the Leased Premises are completely destroyed or so damaged by fire or other causality covered by the fire and extended coverage insurance to be carried by Lessor under the terms hereof that it cannot reasonably be used by Lessee for the purposes herein provided and this Lease is not terminated as above provided, then there shall be a total abatement of rent until the Leased Premises are made usable. In the event the Leased Premises are partially destroyed or damaged by fire or other hazard so that the Leased Premises can be only partially used by Lessee for the purposes herein provided, then there shall be a partial abatement in the rent corresponding to the time and extent to which the Leased Premises cannot be used by Lessee.

C. If the Leased Premises shall be damaged by fire or other causality resulting from the fault or negligence of Lessee, or the agents, employees, licensees, or invitees of Lessee, then such damage shall be repaired by and at the expense of Lessee, under the direction and supervision of Lessor, and rent shall continue without abatement.

13. COMPLIANCE WITH LAWS. Lessee will comply with all Federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Leased Premises and the business conducted therein by Lessee.

14. INDEMNITY AND HOLD HARMLESS. Lessee agrees to indemnify Lessor for, and hold Lessor harmless from and against all fines, suits, claims, demands, liabilities and actions (including reasonable costs and expenses of defending against such claims) resulting or alleged to result from any breach, violation or non-performance of any covenant or condition hereof, or from the use or occupancy of the Leased Premises, by Lessee or Lessee's agents, employees, licensees, or invitees, for any damage to person or property resulting from any act or omission or negligence of any co-tenant, visitor or other occupant of the Leased Premises except as Lessor's own negligence may contribute thereto.

**15. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** Lessee covenants and agrees not to permit the Leased Premises to be used for any purpose other than that stated in the Use clause hereof, or make or allow to be made any alterations or physical additions in or to the Leased Premises which are visible from outside the Leased Premises, or place any signs on the Leased Premises, or place any safes or vaults (whether movable or not) upon or in the Leased Premises without first obtaining the written consent of Lessor. Any and all such alterations, physical additions or improvements, when made to the Leased Premises by Lessee, shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease by lapse of time or otherwise; provided, however, this clause shall not apply to moveable equipment or furniture owned by Lessee.

**16. ASSIGNMENT AND SUBLETTING.** A. Lessee shall not assign this Lease or sublease the Leased Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest without the prior express written permission of Lessor, and any attempt to do any of the foregoing without the prior express written permission of Lessor shall be void and of no effect. No space shall be listed or offered to any Broker for listing or advertisement, nor shall Lessee advertise for subletting, without the prior written approval of Lessor. Lessee must request Lessor's permission at least sixty (60) days prior to any such assignment, sublease or other transaction, then Lessor shall have the right (but not the obligation), as of the requested effective date of such assignment, sublease or other transaction, to cancel and terminate this Lease as to the portion of the Leased Premises and the term of Lease with respect to which Lessor has been requested to permit such assignment, sublease or other transaction; and if Lessor elects to cancel and terminate this Lease as to the aforesaid portion of the Leased Premises and for the term proposed to be assigned or subleased, then the rent and other charges payable hereunder shall thereafter be proportionally reduced.

B. In any case where Lessor consents to an assignment of sublease of the leasehold, the undersigned Lessee will remain liable for the performance of all of the covenants, duties and obligations hereunder including, without limitation, the obligation to pay all rent and other sums herein provided to be paid, and Lessor shall be permitted to enforce the provisions of this instrument against the undersigned Lessee and/or any assignee or sublessee without demand upon or proceeding in any way against any other person.

C. In any case where Lessor consents to any such assignment, sublease or other transaction, Lessor may require that Lessee pay to Lessor a reasonable sum as attorney's fees rising incident to such transaction and that the assignee or subtenant pay Lessor a reasonable sum incurred by Lessor in moving the assignee or subtenant in and out of the Leased Premises should Lessor provide such assistance; however, Lessor is under no obligation to provide such service.

**17. SUBORDINATION.** Lessee accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing or hereafter places upon the Leased Premises, and to any renewals and extensions thereof; Lessee agrees that any such mortgages and/or beneficiary of any deed of trust, or other lien ("Lessor's Mortgage") and/or Lessor shall have the right at any time to subordinate such mortgage, deed of trust, or other lien to this Lease on such terms and subject to such conditions as such Lessor's Mortgage may deem appropriate in its discretion. Lessee agrees upon demand to execute such further instruments subordinating this Lease as Lessor may request and such non-disturbance and attornment agreements as any such Lessor's Mortgage shall request. In the event that Lessee shall fail to execute any such instrument promptly as requested, Lessee hereby irrevocably constitutes Lessor as attorney-in-fact to execute such instrument in Lessee's name, place, and stead, it being stipulated by Lessor and Lessee that such agency is coupled with and interest in Lessor and is, accordingly, irrevocable.

**18. CONDEMNATION AND LOSS OR DAMAGE.** If the Leased Premises or any part thereof shall be taken or condemned for any public purposes to such an extent as to render the remainder of the Leased Premises, in the opinion of the Lessor, not reasonably suitable for Lessee's occupancy, this Lease shall, at the option of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Leased Premises shall belong to and be paid to Lessor. In addition, Lessor shall not be liable or responsible to Lessee for any loss or damage to any property or persons occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or any other cause beyond the control of Lessor, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make any such repairs.

**19. ACCESS BY LESSOR.** Lessor, its agents, and employees shall have the right to enter any portion of the Leased Premises at all reasonable hours to examine the condition thereof, to make any repairs or alterations required to be made by Lessor hereunder, to show the Leased Premises to prospective purchasers or tenants and for any other purpose deemed reasonable by Lessor.

**20. LESSOR'S LIEN.** In consideration of the mutual benefits arising under this Lease, Lessee hereby grants to Lessor

a lien and security interest in and on all property of Lessee now or hereafter placed in or upon the Leased Premises, and such property shall be and remain subject to such lien and security interest of Lessor for payment of all rent and other sums agreed to be paid by Lessee herein. Said lien and security interest shall be in addition to and cumulative of the Lessor's liens provided by law. The provisions of this paragraph relating to said lien and security interest shall constitute a security agreement under the Uniform Commercial Code so that Lessor shall have and may enforce a security interest on all property of Lessee now or hereafter placed in or on the Leased Premises, including but not limited to all fixtures, machinery, equipment, furnishings and other articles of personal property now or hereafter placed in or upon the Leased Premises by Lessee. Lessee agrees to execute as debtor such financing statement or statements as Lessor may now or hereafter reasonably request in order that such security interest or interests may be protected pursuant to said Code. Lessor may at its election at any time file a copy of this Lease as a financing statement. Lessor, as secured party, shall be entitled to all of the rights and remedies afforded a secured party under said Uniform Commercial Code, which rights and remedies shall be in addition to and cumulative of the Lessor's liens and rights provided by law or by the other terms and provisions of this Lease.

21. **HOLDING OVER.** In the event of holding over by Lessee after expiration or termination of this Lease without the written consent of Lessor, Lessee shall pay as liquidated damages double rent for the entire holdover period. No holding over by Lessee after the term of this Lease shall operate to extend the Lease; in the event of any unauthorized holding over, Lessee shall indemnify Lessor against all claims for damages by any other Lessee to whom Lessor may have leased all or any part of the premises covered hereby effective upon the termination of this Lease. Any holding over with the consent of Lessor in writing shall thereafter constitute this Lease a lease from month to month.

22. **ATTORNEY'S FEES.** In the event Lessee makes default in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Lessor places the enforcement of this Lease, or any part thereof, or the collection of any rent due hereunder, or recovery of the possession of the Leased Premises in the hands of an attorney, or files suit upon the same, Lessee agrees to pay Lessor a reasonable attorney's fee incurred by Lessor.

23. **ASSIGNMENT.** Lessor shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building and property referred to herein, and in such event no further liability or obligation shall thereafter accrue against Lessor hereunder.

24. **DEFAULT BY LESSEE.** If default shall be made in the payment of any sum to be paid by Lessee under this Lease (no notice being required for default in payment), or default shall be made in the performance of any of the other such covenants or conditions which Lessee is required to observe and to perform, and such non-monetary default shall continue for twenty (20) days after written notice to Lessee (said notice to be given pursuant to Paragraph 32), or if the interest of Lessee under this Lease shall be levied on under execution or other legal process, or if any petition shall be filed by or against Lessee to declare Lessee a bankrupt or to delay, reduce or modify Lessee's debts or obligations, or if any petition shall be filed or other action taken to reorganize or modify Lessee's capital structure if Lessee be a corporation or other entity, or if Lessee be declared insolvent according to law, or if any assignment of Lessee's property shall be made for the benefit of creditors, or if a receiver or trustee is appointment for Lessee or its property, or if Lessee shall abandon (which shall mean that Lessee is absent from the Leased Premises for ten (10) consecutive days while Lessee is in default in the payment of any sum to be paid by Lessee hereunder) the Leased Premises during the term of this Lease or any renewals or extensions thereof, then Lessor may treat the occurrence of any one or more of the foregoing events as a breach of this Lease (provided that no such levy, execution, legal process or petition filed against Lessee shall constitute a breach of this Lease if Lessee shall vigorously contest the same by appropriate proceedings and shall remove or vacate the same within thirty (30) days from the date of its creation, service or filing) and thereupon, at its option, may have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

1) Lessor may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover forthwith as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, (ii) the unpaid rent earned at the time of termination, plus interest thereon at the maximum lawful rate, (iii) the balance of the rent for the remainder of the term, and (iv) any other sum of money and damages owed by Lessee to Lessor.

2) Lessor may terminate Lessee's right of possession (but not the Lease) and may repossess the Leased Premises by forcible entry or detainer suit or otherwise, without demand or notice of any kind to Lessee and without terminating this Lease, in which event Lessor may, but shall be under no obligation so to do, relet the same for the account of Lessee for such rent and upon such terms as shall be satisfactory to Lessor. For the purpose of such reletting, Lessor is authorized to decorate or to make any repairs, changes, alterations or additions in or to Leased Premises that may be necessary or convenient, and if Lessor shall fail or refuse to relet the Leased Premises, or if the same are relet and a sufficient sum shall not be realized from such reletting after paying the unpaid Basic Rent and Additional Rent due hereunder earned but unpaid at the time of reletting plus interest thereon at the maximum lawful rate, the cost of recovering possession, and all of the costs and expenses of such decorations, repairs,

changes, alterations and additions and the expense of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then Lessee shall pay to Lessor as damages a sum equal to the amount of the rental reserved in this Lease for such period or periods, or if the Leased Premises have been relet, the Lessee shall satisfy and pay any such deficiency upon demand therefore from time to time and Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this Paragraph 24 (2) from time to time, and subsequent action brought for any amount not theretofore reduced to judgement in favor of Lessor, nor shall such reletting be construed as an election on the part of Lessor to terminate this Lease unless written notice of such intention be given to Lessee by Lessor. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

25. **NONWAIVER.** Failure of Lessor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

26. **INSURANCE BY LESSOR.** Lessor shall maintain fire and extended coverage insurance on the Building. Said insurance shall be maintained by an insurance company authorized to do business in the State of Texas, in amounts desired by Lessor, and at the expense of Lessor, and payment for losses thereunder shall be made solely to Lessor, subject however, to the rights of the holder of any first lien mortgage or deed of trust which may not or hereafter encumber the Building of which the Leased Premises form a part. If the annual premiums to be paid by Lessor shall exceed the standard rates because Lessee's operations result in extra-hazardous exposure, Lessee shall promptly pay the excess amount of the premium upon the request by Lessor.

27. **INSURANCE BY LESSEE.** A. Lessee shall, at all times during the term of this Lease, at its own expense, maintain a policy or policies of insurance with premiums fully paid in advance, issued by and binding upon some solvent insurance company approved in writing by Lessor, insuring all of Lessee's personal property located in the Leased Premises and the improvements placed upon the Leased Premises by Lessee (including all items covered by Lessee's plans as approved by Lessor) against loss or damage by fire, explosion or other hazards and contingencies for the full insurable value thereof.

B. Lessor and Lessee, each at their respective expense, shall maintain a policy of comprehensive general liability insurance with the premiums thereon fully paid in advance issued by and binding upon some solvent insurance company (Lessee's insurance company to be approved in writing by Lessor), such insurance to afford minimum protection of not less than \$300,000 in respect of personal injury or death to anyone and not less than \$500,000 in the event of bodily injury or death to any number of persons in any one occurrence, and with limits of not less than \$300,000 for property damage in any one occurrence.

C. The policy or policies of insurance to be maintained by Lessee shall name Lessee and Lessor as co-insured and shall contain an endorsement that such policies cannot be amended or modified as to Lessor without fifteen (15) days prior written notice. Lessee shall deliver duplicate original policies or certificates of insurance in form satisfactory to Lessor not less than twenty (20) days prior to the expiration of old policies.

28. **WAIVER OF SUBROGATION RIGHTS.** Anything in this Lease to the contrary notwithstanding, Lessor and Lessee each hereby waive any and all rights to recover, claim, action or cause of action against the other, its agents, officers, or employees, for any loss or damage that may occur to the Leased Premises, or any improvements thereto, or said Building of which the Leased Premises are a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause which are insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin including negligence of the other party hereto, its agents, officers of employees, and covenants that no insurer shall hold any right of subrogation against such other party.

29. **RULES AND REGULATIONS.** Lessee shall perform, observe and comply with the Rules and Regulations of the Building, as attached hereto and made a part hereof, as Exhibit "D". With respect to the safety, care and cleanliness of the Leased Premises and the Building, and the preservation of good order thereon, and, upon written notice thereof as from time to time shall be established and deemed advisable by Lessor for tenants of the Building. Lessor shall not have any liability to Lessee for any failure of any other tenant or tenants of the Building to comply with such Rules and Regulations. Lessee will not paint, erect or display any sign, advertisement, placard, or lettering which is visible in the corridors or lobby of the Building or from the exterior of the Building without Lessor's prior written approval.

30. **LESSOR'S MORTGAGE.** If the Building and/or Leased Premises are at any time subject to a mortgage and/or mortgage and deed of trust, then in any instance in which Lessee give notice to Lessor alleging default by Lessor hereunder, Lessee will also simultaneously give a copy of such notice to Lessor's Mortgage (provided Lessor or Lessor's Mortgage shall

have advised Lessee of the name and address of Lessor's Mortgage) and each Lessor's Mortgage shall have the right (but not the obligation) to cure or remedy such default during the period that is permitted to Lessor hereunder, plus an additional period of thirty (30) days, and Lessee will accept such curative or remedial action taken by Lessor's Mortgagee with the same effect as if such action had been taken by Lessor.

31. **ESTOPPEL.** Lessee will, at such time as Lessor may request, sign a certificate stating whether this Lease is in full force and effect; whether any amendments or modifications exist; whether there are any defaults hereunder; and such other information and agreements as may be reasonably requested.

32. **NOTICE.** Any notice which may or shall be given under the terms of this Lease shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, if for Lessor, to the Building office; or if for Lessee, to the Leased Premises. Such address may be changed from time to time by either party by giving written notice as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent by mail).

**LESSOR:** T-PARK I & II LC  
c/o LANDPARK COMMERCIAL, PROPERTY MANAGER  
2550 Gray Falls Drive, Suite 400  
Houston, TX 77077  
713-789-2200  
[krimpela@landparkco.com](mailto:krimpela@landparkco.com)

**LESSEE:** CKM Property Management  
Bruce Wade Deckard  
14011 Park Drive, Suite 112  
Tomball, TX 77377  
PHONE: 281-255-3055

EMAIL: [ckm1@ckm1.com](mailto:ckm1@ckm1.com)

33. **SEVERABILITY.** This Lease shall be construed in accordance with the laws of the State of Texas. If any clause or provision of this Lease is illegal, invalid, or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision.

34. **SIGNS.** No signs of any kind or nature, symbol, or identifying mark shall be put on the Building, in the halls, elevators, staircases, entrances, parking areas or upon the doors or walls, whether plate glass or otherwise, of the Leased Premises nor within the Leased Premises so as to be visible from the public areas or exterior of the Building, without prior written approval of Lessor. All signs or lettering shall conform in all respects to the sign and/or lettering criteria established by Lessor.

35. **QUIET ENJOYMENT.** Lessee, on paying the said Rent, and any Additional Rent, and performing the covenants herein agreed to by it performed, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the said term.

36. **RELOCATION.** Throughout the term of this Lease or any renewal or extension thereof, the Lessor shall have the right and option, upon sixty (60) days notice to Lessee, to require the Lessee to relocate the Leased Premises to any substantially similar premises within the Building. In the event of Lessor's exercise of its option to relocate the Lessee in the manner hereinabove set forth, all reasonable expenses of moving the Lessee and of decorating the new Leased Premises shall be at the expense of the Lessor. In the event that comparable Leased Premises are not available within the Building, and the Lessee shall agree to relocate to less desirable premises or to reduce the size of the Leased Premises, the Lessor and the Lessee shall agree to a reduction in the amount of the Base Rent and the percentage of the Total Rentable Area contained within the Leased Premises so as to affect an equitable adjustment in rentals commensurate with the relocated Leased Premises.

37. **ENTIRE AGREEMENT AND BINDING EFFECT.** This Lease and any contemporaneous Work Letter, addenda

or exhibits, constitute the entire agreement between Lessor and Lessee; no prior written or prior contemporaneous oral promises or representations shall be binding. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of the Lease. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assignees of the parties, but this provision shall in no way alter the restriction herein in connection with assignment and subletting by Lessee.

38. **ALTERATION**. This Lease may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

EXECUTED in multiple counterparts, together with Exhibits A, B, C, & D, each of which shall have the force and effect of an original, on this the \_\_\_\_\_ day of \_\_\_\_\_.

T-PARK I & II, LC  
By: RKM Sr., LLC, its Manager  
By: Caroline Alexander, Vice-President

**Lessor**

By: \_\_\_\_\_

Title: Caroline Alexander, Vice President

Bruce Wade Deckard dba CKM Property Management

**Lessee**

By: \_\_\_\_\_

Title: \_\_\_\_\_ President

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

**Tomball Park II Office Buildings  
14015 Park Drive  
Tomball, Texas 77375**

**Approximately 2.9354 acres (127,864 square feet) tract of land situated in the John Hooper Survey, Abstract No. 375, Harris County, Texas; being a portion of Reserve "F" of Tomball Park, a plat of which is recorded in Volume 335, Page 109 of the Harris County Map Records.**

**EXHIBIT "B"**



## **EXHIBIT “C”**

### **WORK LETTER**

Tenant Improvements: Landlord will paint the space using building standard paint. Paint one (1) accent wall in the reception area with Tenant's company color. Shampoo carpet throughout. Replace damaged ceiling tiles & light bulbs throughout. Remove one (1) demising wall & one (1) door highlighted in red and patch floor. Add two (2) doors highlighted in green.

## **EXHIBIT "D"**

### **RULES AND REGULATIONS**

1. All tenants will refer all contractors' representatives and installation technicians who are to perform any work within the Building to Lessor for Lessor's supervision, approval and control before the performance of any such work. This provision shall apply to all work performed in the Building including, but not limited to, installations of telephones, telegraph equipment, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Building. Lessee shall not mark, paint, drill into, or in any way deface any part of the Building or the Leased Premises, except with the prior written consent of the Lessor, and as the Lessor may direct.
2. The work of the janitorial or cleaning personnel shall not be hindered by Lessee after 5:30pm, and such work may be done at any time when the offices are vacant. The windows, doors and fixtures may be cleaned at any time. Lessee shall provide adequate waste and rubbish receptacles, cabinets, book cases, map cases, etc., necessary to prevent unreasonable hardship to Lessor in discharging its obligations regarding cleaning service.
3. Movement of furniture or office equipment in or out of the Building, or dispatch of receipt by Lessee of any heavy equipment, bulky material or merchandise which requires use of elevators or stairways, or movement through the Building's service dock or lobby entrance shall be restricted to such hours as Lessor shall designate. All such movement shall be in a manner to be agreed upon between Lessee and Lessor in advance. Such prior arrangements shall be initiated by Lessee. The time, method, and routing of movement and limitations for safety or other concern which may prohibit any article, equipment or other items from being brought into the Building shall be subject to Lessor's discretion and control. Any hand trucks, carryalls, or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards, and such other safeguards as the Building shall require. Although Lessor or its personnel may participate in or assist in the supervision of such movement, Lessee assumes final responsibility for all risks as to damage to articles moved and injury to other persons or property engaged in such movement, including equipment, property and personnel of Lessor if damaged or injured as a result of acts in connection with carrying out this service for Lessee, from the time of entering the property to completion of work. Lessor shall not be liable for the acts of any person engaged in, or any damage or loss to any of said property or persons resulting from any act in connection with such service performed by Lessee.
4. No sign, advertisement or notice shall be displayed, painted or affixed by Lessee, its agents, servants or employees, in or on any part of the outside or inside of the Building or Leased Premises without prior written consent of Lessor and then only of such color, size, character, style and material and in such places as shall be approved and designated by Lessor. Signs on doors and entrances to the Leased Premises shall be placed thereon by Lessor.
5. Lessee shall not place, install or operate on the Leased Premises or in any part of the Building any engine, refrigerator, heating or air conditioning apparatus, stove, or machinery, or conduct mechanical operations, or place or use in or about the Leased Premises any inflammable, explosive, hazardous or odorous solvents or materials without the prior written consent of Lessor. No portion of the Leased Premises shall at any time be used for cooking, sleeping, or lodging quarters.
6. Lessee shall not make or permit any loud or improper noises in the Building or otherwise interfere in any way with other tenants.
7. Lessor will not be responsible for any lost or stolen personal property or equipment from the Leased Property or public areas, regardless of whether such losses occur when the area is locked against entry or not.
8. Lessee, or the employees, agents, servants, visitors or licensees of Lessee, shall not, at any time or place, leave or discard rubbish, paper, articles or objects of any kind whatsoever outside the doors of the Leased Premises or in the corridors or passageways of the Building or attached garage. No animals, bicycles or vehicles of any description shall be brought into or kept in or about the Building.

9. No additional lock or locks shall be placed by Lessee on any door in the Building unless written consent of Lessor shall have first been obtained. A charge will be made for each additional key furnished. All keys shall be surrendered to Lessor upon termination of tenancy.
10. None of the entries, passages, doors, hallways, or stairways in the Building shall be blocked or obstructed.
11. Lessor shall have the right to determine and prescribe the weight and proper position on any unusually heavy equipment, including computers, safes, large files, etc., that are to be placed in the Building, and only those which in the exclusive judgment of the Lessor will not do damage to the floors, structure and/or elevators may be moved into the Building. Any damage caused by installing, moving or removing such aforementioned articles in the Building shall be paid for by Lessee.
12. All Christmas and other decorations must be constructed of flame retardant materials.
13. Lessee shall provide Lessor with a list of all personnel authorized to enter the Building after hours (6:00pm to 6:00am Monday through Friday and 24 hours a day on weekends and holidays).
14. After hours air conditioning/heating (7:00pm to 7:00am Monday through Friday, 12:00am to 8:00am and Noon to Midnight Saturday and 24 hours a day Sundays and holidays) must be requested in writing by noon of a regular work day prior to the day for which additional air conditioning is requested. Lessee shall be charged the prevailing hourly rate.
15. Names to be placed on or removed from the Director Board in the lobby of the Building should be furnished to the office of the Building in writing on Lessee's letterhead. Lessee shall have use of the same percent of the Directory Board as Lessee's Net Rentable Area is to the Total Net Rentable Area of the Building. Building Directory Board strips and suite signs will be provided at Lessee's expense.
16. Any additional services as are routinely provided to tenants, not required by the Lease to be performed by Lessor, which Lessee requests Lessor to perform, and which are performed by Lessor, shall be billed to Lessee at Lessor's cost plus 15%.
17. All doors leading from the public corridors to the Leased Premises are to be kept closed when not in use.
18. Canvassing, soliciting or peddling in the Building is prohibited and Lessee shall cooperate to prevent same.
19. Lessee shall give immediate notice to the office of the Building in case of accidents in the Leased Premises or in the Building or of defects therein or in any fixtures or equipment or of any known emergency in the Building.
20. Lessee shall not use the Leased Premises or permit the Leased Premises to be used for photographic, multilith or multigraph reproductions, except in connection with its own business.
21. The requirements of Lessee will be attended to only upon application at the office of the Building. Employees of Lessor shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of the Building.
22. Lessee shall place or have placed solid pads under all rolling chairs such as may be used at desks or tables. Any damages caused to carpet by not having same shall be repaired or replaced at the expense of Lessee.
23. Lessor reserves the right to rescind any of these Rules and Regulations of the Building and to make such other and further rules and regulations as in its judgment shall from time to time to be needful for the safety, protection, care, and cleanliness of the Building, the Leased Premises, the operation thereof, the preservation of good order therein and the protection and comfort of the other tenants in the Building and their agents, employees, and invitees, which rules and regulations, when made and written notice thereof is given to Lessee, shall be binding upon Lessee in like manner as if originally herein prescribed.

## Certificate Of Completion

Envelope Id: F482F9E6-241A-4B32-A426-E39A2154B485  
 Subject: Complete with Docusign: 14011.112 CKM Property Management.lease.docx  
 Source Envelope:  
 Document Pages: 15  
 Certificate Pages: 5  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:  
 LandPark Commercial - Rosie Daily  
 2550 Gray Falls Drive Suite 400  
 Houston, TX 77077  
 rdaily@landparkco.com  
 IP Address: 71.78.136.211

## Record Tracking

Status: Original  
 10/14/2025 11:04:14 AM  
 Holder: LandPark Commercial - Rosie Daily  
 rdaily@landparkco.com

Location: DocuSign

## Signer Events

Bruce Wade Deckard  
 Bruce@ckm1.com  
 President  
 CKM  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/14/2025 12:34:26 PM  
 ID: 3a4c96e1-4c46-4e42-9d69-39a41a673d0d

Caroline Alexander  
 caroline.m.alexander@gmail.com  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/9/2025 3:21:39 PM  
 ID: a96fca82-5ae0-46dc-a299-7fd293a81130

## Signature

## Timestamp

Sent: 10/14/2025 11:11:14 AM  
 Viewed: 10/14/2025 12:34:26 PM

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Ross Miller  
 rmiller@landparkco.com  
 Security Level: Email, Account Authentication  
 (None)  
**Electronic Record and Signature Disclosure:**  
 Accepted: 5/14/2025 12:45:20 PM  
 ID: 919b4564-80ca-4eb7-9619-cdc368c5a40b

Ryan Burnaman  
 rburnaman@landparkco.com  
 Security Level: Email, Account Authentication  
 (None)

Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/9/2020 2:32:25 PM ID: 2646485e-c67e-45d8-92f0-10b437a2cca7  Bill McGrath bmcgrath@landparkco.com Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Accepted: 9/29/2025 10:58:28 AM ID: 64e806a1-6316-48e5-9204-17725c5c06f7  Kirt Rimpela krimpela@landparkco.com Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign  Diane Booker dbooker@landparkco.com Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2025 11:11:14 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, LandPark Commercial (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact LandPark Commercial:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [alewis@landparkco.com](mailto:alewis@landparkco.com)

#### **To advise LandPark Commercial of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [alewis@landparkco.com](mailto:alewis@landparkco.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from LandPark Commercial**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [alewis@landparkco.com](mailto:alewis@landparkco.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with LandPark Commercial**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [alewis@landparkco.com](mailto:alewis@landparkco.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify LandPark Commercial as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by LandPark Commercial during the course of your relationship with LandPark Commercial.

## AGREEMENT

THE STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS                   §

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 **CKM Property Management** (the “Company”), 1431 Graham Drive, Suite 252, Tomball, TX 77375.

### 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 Company proposes to lease an 1,825 square foot existing commercial space located at 14011 Park Drive, Suite 112, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company proposes to relocate their property management company at the Property; and

**WHEREAS**, the Company proposes to retain Nine (9) full-time employees and Two (2) part-time employees in Tomball in conjunction with the new location; and

**WHEREAS**, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Seven Thousand Two Hundred and Ninety-Nine Dollars (\$7,299.00), in accordance with an established Rental Assistance Incentive; and

**WHEREAS**, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

**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 Company agree as follows:

1.

Except as provided by paragraph 3, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least three (3) years within the City of Tomball.

2.

The Company also covenants and agrees that construction of the Improvements, the retention of at least Nine (9) employees, and obtaining all necessary occupancy permits from the City shall occur within eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Seven Thousand Two Hundred and Ninety-Nine Dollars (\$7,299.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus  $\frac{1}{2}\%$  per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus  $\frac{1}{2}\%$  per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds.

6.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

7.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:

Tomball Economic Development Corporation  
401 W. Market Street  
Tomball, Texas 77375  
Attn: President, Board of Directors

If to Company:

CKM Property Management  
1431 Graham Dr., Ste. 252  
Tomball, TX 77375  
Attn: Bruce Deckard, President

8.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

9.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

10.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

11.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

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

**CKM PROPERTY MANAGEMENT**

By: \_\_\_\_\_

Name: Bruce Deckard

Title: President

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Name: Lisa Covington

Title: President, Board of Directors

ATTEST:

By: \_\_\_\_\_

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_ day of \_\_\_\_ 2026, by Bruce Deckard, President of CKM Property Management, for and on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the 18th day of November 2025, by Lisa Covington, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**Exhibit “A”**  
**Legal Description of Property**

Property Address: 14011 Park Drive, Suite 112, Tomball, TX 77375

DRAFT

## RESOLUTION NO. 2026-05-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 CKM PROPERTY MANAGEMENT TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

**WHEREAS**, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

**WHEREAS**, the Board of Directors of the TEDC adopted as a specific project the expenditure of the estimated amount of Seven Thousand Two Hundred and Ninety-Nine Dollars (\$7,299.00), found by the Board to be required or suitable to promote a new business development by CKM Property Management; and

**WHEREAS**, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

**WHEREAS**, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Seven Thousand Two Hundred and Ninety-Nine Dollars (\$7,299.00), to CKM Property Management, in accordance with an economic development agreement by and between the CKM Property Management to promote and develop a new or expanded business enterprise, to be located at 14011 Park Drive, Suite 112, Tomball, Texas 77375.

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or

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

**PASSED AND APPROVED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_,  
202\_\_.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this \_\_\_\_\_ day of  
\_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

# Regular City Council

## Agenda Item

### Data Sheet

Meeting Date: December 15, 2025

**Topic:**

Approve, on Second Reading, Resolution No. 2026-06-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 Performance Agreement by and between the Corporation and Murchison Spice Company, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1710 S. Cherry Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

**Background:**

On November 18, 2025, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with Murchison Spice Company for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

**Origination:** Tomball Economic Development Corporation Board of Directors

**Recommendation:** Approval of Resolution No. 2026-06-TEDC

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

**FUNDING (IF APPLICABLE)**

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

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: #Project Grants

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

Signed _____	Approved by _____
Staff Member-TEDC	Executive Director-TEDC
Date _____	Date _____



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** December 1, 2025

**SUBJECT:** Murchison Spice Company

**ITEM TYPE:** Action

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The Tomball Economic Development Corporation has received a request from Cheryl Murchison, CEO and Owner of Murchison Spice Company, for funding assistance through the TEDC's Rental Incentive Program.

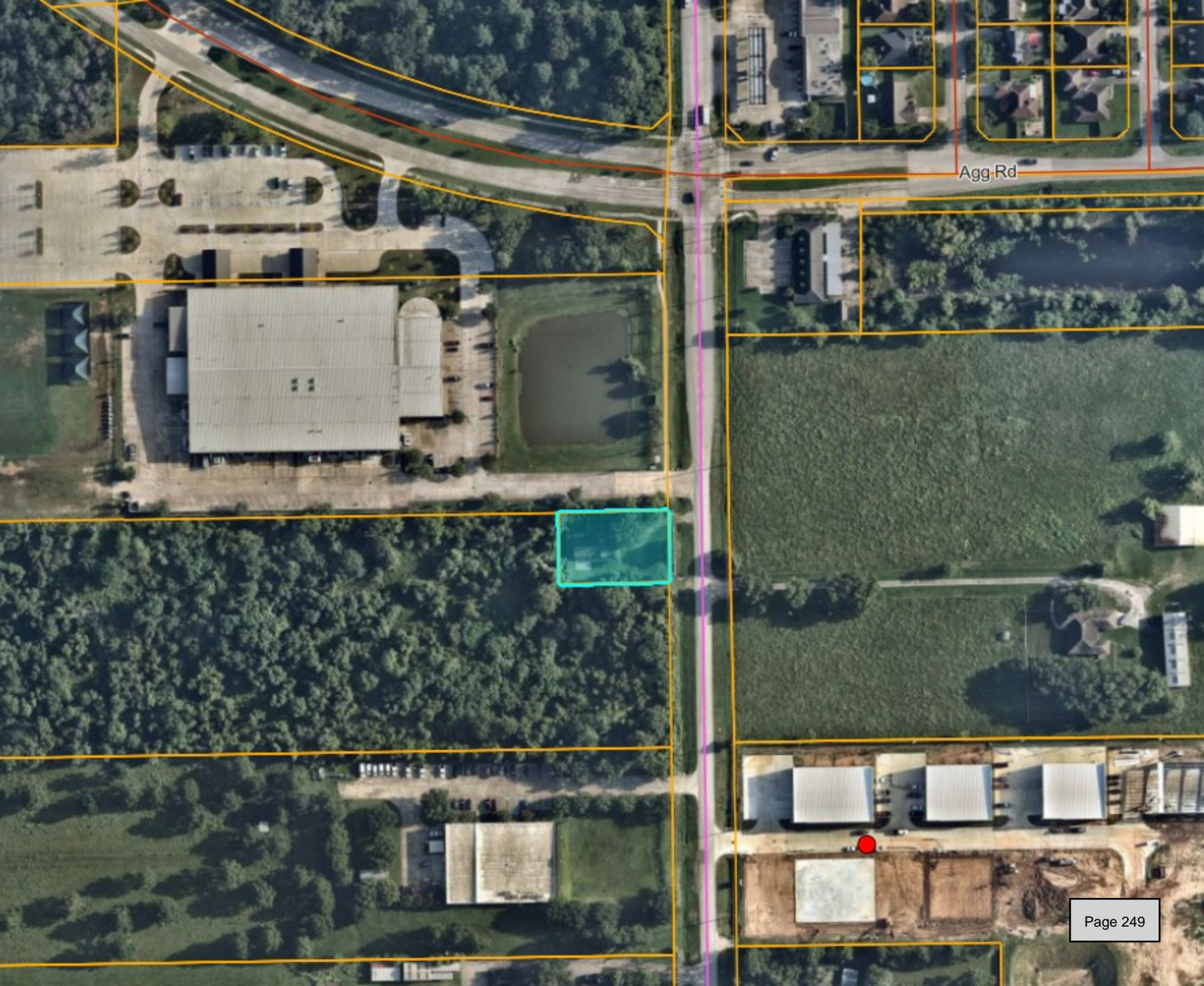
Murchison Spice Company was previously located at 210 W. Main Street, Tomball, Texas 77375. Mrs. Murchison and her husband have purchased the property at 1710 S. Cherry Street, Tomball, Texas 77375 and plan to lease the 1,400 square foot space to Muchison Spice Company. Murchison Spice Company has been in business in Tomball since 2024. The company currently sells culinary spices, olive oils, balsamic vinegars, botanical health products and kitchen accessories. They plan to expand their product offerings based on local feedback and plan to host a variety of events, from cooking classes and art workshops, to Girl Scout tea parties and private celebrations for the community in their new space.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000.00.

The lease agreement that was submitted in conjunction with the request letter shows a three-year lease commitment with a monthly rent amount of \$3,500.00 for the first 12 months. The proposed grant amount is \$10,000.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.





Agg Rd

Dear Tomball Economic Development Corporation,

Thank you for taking the time to review and consider Murchison Spice Company's application for the Rental Incentive Program. We are deeply grateful for the opportunity and would like to share how this support would significantly impact our small business and its future in the Tomball community.

I founded Murchison Spice Company in July 2024 and opened our doors in a beautiful storefront at 210 W. Main Street in Old Town Tomball. My husband and I fully self-funded our start-up, investing our personal savings and retirement funds, including over \$70,000 in spice inventory alone. From our opening through May 2025, we built a loyal customer base and became a part of the Tomball community, expanding our product offerings based on local feedback and hosting a variety of events, from cooking classes and art workshops to Girl Scout tea parties and private celebrations.

Unfortunately, our initial location faced ongoing maintenance issues. Persistent roof leaks led to repeated water damage, and despite the landlord's patch-work to the roof, a major storm in late May caused significant flooding inside the store. While we were fortunate not to lose inventory, we sustained over \$3,000 in damages to materials and supplies, and the property's condition, including warping and a worsening mildew problem, made it untenable to remain. We made the difficult decision to vacate in early June 2025.

Since then, we have continued limited operations online and at local events while searching for a permanent new location. Ultimately, we decided to invest in purchasing a 1,400-square-foot property at 1710 S. Cherry Street, just a short distance from our original storefront. However, because the property was zoned residential, the rezoning process, which will be finalized on October 20, 2025, has caused significant delays and additional expenses.

To continue moving forward, we secured a \$100,000 loan in September 2025 to cover renovation costs, ADA compliance, city permitting, materials, labor, and other required upgrades. We also engaged ZM Development Group to assist with city approvals, engineering, surveying, and permitting; expenses that, while necessary, have placed an even greater financial strain on our young business.

Despite these challenges, we remain fully committed to Tomball and deeply believe that Murchison Spice Company adds unique value to the community. Our mission goes far beyond selling spices; we aim to foster connection,

learning, and cultural engagement through our classes, events, and locally inspired products.

Any financial support provided through the Rental Incentive Program would have a transformative impact on our ability to reopen and sustain operations in our new location. It would allow us to focus on growing the business, serving the community, and continuing to contribute to Tomball's vibrant local economy.

Thank you again for your time, consideration, and support of small businesses like ours. We are proud to be part of the Tomball community and look forward to many more years of growth and engagement here.

Sincerely,

Cheryl Murchison

Owner, Murchison Spice Company



## NEW BUSINESS RENTAL INCENTIVE PROGRAM

### PART A –BUSINESS OWNER APPLICATION

The New Business Rental Incentive Program seeks to reduce area vacancies and facilitate the establishment of new businesses in previously underutilized areas of the City. The intent of the program is to facilitate business growth and expansion by assisting businesses in leasing space. All grant award decisions of the Tomball Economic Development Corporation (TEDC) Board of Directors are discretionary and final. Through the Program, the TEDC will provide up to 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000 per business.

#### **Business Owner Applicant Information**

Name of Business: Murchison Spice Company

Current Business Physical Address: 1710 S. Cherry St

City, State & Zip Tomball, TX 77375

Mailing Address: 1710 S. Cherry St

City, State & Zip Tomball, TX 77375

Business Phone: 346-808-5123

Business Website: https://murchisonspiceco.com

Business Owner Name: Cheryl Murchison

Applicant's Name (if different): \_\_\_\_\_

Position /Title: Owner/CEO

Phone and Email: 713-471-2858 - cheryl@murchisonspiceco.com

Nature of Business: Merchant of culinary spices, olive oil, balsamic vinegars, botanical health products and kitchen accessories

NAICS Code: 445299

Legal Form of Business:

- ☐ Sole Proprietor
- ☐ Partnership Number of Partners \_\_\_\_\_
- ☐ Corporation
- ☐ Limited Liability Corp
- ☐ Other S. Corp

Days and Hours of Operation

Days Open: Tue - Sat

Hours Open: 10:00am - 6:00pm (Sat 8:30-6)

Business Start/Opening Date 10-22-2024 (Opening TBD)

## Employees

Full Time Employees (40 hours per week): 2

Part Time Employees (less than 40 hours per week):       

Does the Business Owner Have any Relationship to the Property Owner/Landlord?

No ☐ Yes ☒ (please explain)

Owner of business and property

---

## Moving and Space Improvement Cost and Funding Information

### Investment Data

Tenant Space Improvement (finish)	\$ <u>70,582.00</u>
Landlord Space Improvement (finish)	\$ <u>50,000.00</u>
Equipment and Display	\$ <u>31,329.24</u>
Product Stock (for Opening)	\$ <u>300,000.00</u>
Marketing (First Year)	\$ <u>7,050.00</u>

### Sources of Funding for Move/Expansion

Funds invested by owner	\$ <u>268,000.00</u>
Funds from other sources*	\$ <u>100,000.00</u>
Total estimated cost to move/expand	\$ <u>248,680.89</u>

\* Source of Funding and Amounts Cadence Bank - Small Business Loan of \$100K + 7.125% Interest

## New Lease Property Information

Address of space to be leased: 1710 S. Cherry St.

Total amount of square feet to be leased and occupied: 2000

Term of lease (minimum 3 years): 3 years

Gross rental rate \$ 3500 per month \$ 1.75 per s.f.

Additional lease terms and other monthly charges: none

---

Indicate any rate increases: N/A

---

Any financial support provided through the Rental Incentive Program would have a transformative impact on our ability to reopen and sustain operations in our new location. It would allow us to focus on growing the business, serving the community, and continuing to contribute to Tomball's vibrant local economy.

See attachment.

## Certification

By signing below, the Business Owner of record (applicant) understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the business owner's knowledge. Business owner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The business is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.
6. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Cheryl D. Murchison

Printed Name of Principal Owner

Cheryl D. Murchison

Signature

11/6/2025

Date

**Please submit the completed application along with a copy of the Proposed Lease Agreement to:**

Kelly Violette  
Tomball Economic Development  
Corporation 29201 Quinn Road, Suite A  
Tomball, TX 77375

**For further questions about the Program, please contact Kelly Violette, Executive Director, at 281.401.4086 or [kviolette@tomballtxedc.org](mailto:kviolette@tomballtxedc.org).**



## NEW BUSINESS RENTAL INCENTIVE PROGRAM

### PART B – PROPERTY OWNER/LANDLORD APPLICATION

**Complete all items carefully and accurately to the best of your knowledge and return with a copy of Proof of Ownership to:**

Kelly Violette  
Tomball Economic Development  
Corporation 29201 Quinn Road, Suite A  
Tomball, TX 77375

Property Address: 1710 S. Cherry St.

Property Owner of Record: Cheryl Murchison

Mailing Address: 12602 Mutiny Lane

City, State & Zip TOMBALL

Phone: 7134712858 Email: cheryl@murchisonspiceco.com

Name(s) of Authorized Signatories: Cheryl Murchison

Name of Management Company: N/A

Name of Representative/Contact Person: \_\_\_\_\_

Management Company Address: \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of proposed business at site:

Murchison Spice Company

Name of business owner:

Cheryl Murchison

DOES THE BUSINESS OWNER OR THE BUSINESS HAVE ANY RELATIONSHIP TO THE  
PROPERTY OWNER/LANDLORD? NO ☒ YES ☐ Please explain

spouse- Donald Murchison

\_\_\_\_\_

\_\_\_\_\_

## SITE & LEASE INFORMATION

Total amount of square feet to be leased and occupied by business: 2000

Term of lease: 3 years

Gross rental rate \$ 3500 per month \$ 1.75 per s.f.

Additional lease terms and other monthly charges: n/a

Indicate any rate increases: n/a

Is the subject space currently vacant? Yes ☒ No ☐

If yes, how long has the space been vacant? 4 months

Name of previous tenant: n/a- newly purchased under Donald Murchison

Previous Rental Rate: \$ n/a Per Month \$ n/a Per Square Foot

## CERTIFICATIONS

**Are all real estate and personal property taxes due the City of Tomball paid in full?**

Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)

Other Properties: YES ☒ NO ☐ N/A ☐

**Are all City of Tomball water and sewer bills due paid in full?**

Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)

Other Properties: YES ☒ NO ☐ N/A ☐

**Have you been cited for any existing zoning, building or property maintenance code violations that remain uncorrected?**

Subject Property: YES ☐ NO ☒ (Please explain on supplemental sheet)

Other Properties: YES ☐ NO ☒ N/A ☐

**Are you involved in any litigation with the City of Tomball?**

☐ YES (Please explain on supplemental sheet)

☒ NO

**By signing below, the Landlord/Property Owner of record understands and agrees to the following:**

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the land owner's knowledge. Landowner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The property is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.

**Donald P. Murchison**

Printed Name of Property Owner/Landlord

**Donald P. Murchison**

Signature

**11/6/2025**

Date

# **New Business Rental Incentive Program**

## **Part A- Business Owner Application**

### **Financial Need Demonstration:**

#### **Subject: Murchison Spice Company Rental Incentive Program Application**

Dear Tomball Economic Development Corporation Committee,

Thank you for taking the time to review and consider Murchison Spice Company's application for the Rental Incentive Program. We are deeply grateful for the opportunity and would like to share how this support would significantly impact our small business and its future in the Tomball community.

I founded Murchison Spice Company in July 2024 and opened our doors in a beautiful storefront at 210 W. Main Street in Old Town Tomball. My husband and I fully self-funded our start-up, investing our personal savings and retirement funds, including over \$70,000 in spice inventory alone. From our opening through May 2025, we built a loyal customer base and became a part of the Tomball community, expanding our product offerings based on local feedback and hosting a variety of events, from cooking classes and art workshops to Girl Scout tea parties and private celebrations.

Unfortunately, our initial location faced ongoing maintenance issues. Persistent roof leaks led to repeated water damage, and despite the landlord's patch-work to the roof, a major storm in late May caused significant flooding inside the store. While we were fortunate not to lose inventory, we sustained over \$3,000 in damages to materials and supplies, and the property's condition, including warping and a worsening mildew problem, made it untenable to remain. We made the difficult decision to vacate in early June 2025.

Since then, we have continued limited operations online and at local events while searching for a permanent new location. Ultimately, we decided to invest in purchasing a 1,400-square-foot property at 1710 S. Cherry Street, just a short distance from our original storefront. However, because the property was zoned residential, the rezoning process, which will be finalized on October 20, 2025, has caused significant delays and additional expenses.

To continue moving forward, we secured a \$100,000 loan in September 2025 to cover renovation costs, ADA compliance, city permitting, materials, labor, and other required upgrades. We also engaged ZM Development Group to assist with city approvals, engineering, surveying, and permitting; expenses that, while necessary, have placed an even greater financial strain on our young business.

Despite these challenges, we remain fully committed to Tomball and deeply believe that Murchison Spice Company adds unique value to the community. Our mission goes far beyond selling spices; we aim to foster connection, learning, and cultural engagement through our classes, events, and locally inspired products.

Any financial support provided through the Rental Incentive Program would have a transformative impact on our ability to reopen and sustain operations in our new location. It would allow us to focus on growing the business, serving the community, and continuing to contribute to Tomball's vibrant local economy.

Thank you again for your time, consideration, and support of small businesses like ours. We are proud to be part of the Tomball community and look forward to many more years of growth and engagement here.

Sincerely,

Cheryl Murchison

Owner, Murchison Spice Company

**How Murchison Spice Company Will Enhance and Complement the Surrounding Area:**

Murchison Spice Company is uniquely positioned to enrich the Tomball community and complement neighboring businesses in meaningful ways. As a 14-year resident of Tomball, I've long wished for a specialty spice store in our area. Until now, the closest high-quality spice shops have been located in Houston Heights or Galveston. Our business fills that gap, as we are the only specialty spice store of our kind serving Tomball, Cypress, Magnolia, Spring, Klein, The Woodlands, and Conroe, and we've consistently drawn customers from each of these communities. Some have even traveled from as far as College Station to visit our shop.

Our focus on organic, premium-quality spices without fillers or additives sets us apart from conventional grocery store options. In addition to spices, we serve as a curated hub for locally milled infused olive oils, Texas-sourced balsamic vinegars, botanical wellness products, Mediterranean olive wood kitchenware, and artisanal culinary accessories.

Our new location offers expanded space and exciting opportunities to deepen community engagement. With a larger footprint, we plan to grow our popular cooking, art, and educational classes, and to transform our garage-converted classroom into a versatile event space. This space will be available for bridal and baby showers, small celebrations, community meetings, book clubs, and Bible studies, creating a welcoming environment for connection and collaboration.

We also envision adding a covered patio area alongside the event space, providing a relaxed setting where guests can gather, sip tea, and enjoy outdoor activities. This area will be ideal for small community events, artisan markets, craft fairs, young entrepreneur pop-ups, cottage baker showcases, live music, and more. Additionally, our parking area could host one or two food trucks, which would further enhance the visitor experience and support other local small businesses.

The property has already attracted interest from local creatives, including a photographer eager to use the space for photo sessions and styled shoots. Looking ahead, our long-term goal is to convert the kitchen into a commercial facility, enabling us to offer more advanced culinary classes and provide rentable kitchen space for cottage bakers and small food businesses.

We currently have just one neighbor, Real Life Ministries, a church that is adjacent to the property. After meeting with one of the pastors, we expressed our desire to serve as an extension of their space by offering a welcoming environment for small groups, Bible studies, and fellowship gatherings, as well as a convenient stop for members seeking cooking ingredients, botanical wellness products, or specialty teas. Otherwise, we are surrounded by wooded areas (home to a future business park), a home across the street on several acres of farmland, and some warehouses.

In short, our new location will not only strengthen Tomball's retail landscape but also serve as a multipurpose community hub; a place where people can shop, learn, gather, celebrate, and connect. Murchison Spice Company is more than

a retail business; it's a destination designed to bring people together and enrich the cultural, culinary, and community fabric of Tomball.

# COMMERCIAL LEASE AGREEMENT

State of Texas

This Commercial Lease Agreement ("Lease") is made effective as of October 1, 2025, by and between:

Lessor (Landlord): Donald Murchison

Lessee (Tenant): Murchison Spice Company, a Texas Corporation, signed by Cheryl Murchison

## 1. Premises

Landlord leases to Tenant the property located at: 1710 S. Cherry St, Tomball, TX 77375 ("Premises"), including all improvements and appurtenances.

## 2. Term

The Lease shall commence on October 1, 2025, and continue for thirty-six (36) months, ending September 30, 2028, unless terminated earlier according to this Lease.

## 3. Rent

Base Rent: Tenant shall pay \$3,500.00 per month, due on the first day of each month.

Late Fee: If rent is not received within 5 days after the due date, Tenant shall pay a late charge of 5% of monthly rent.

## 4. Security Deposit

Tenant shall deposit \$3,500.00 with Landlord as security for performance of this Lease. Deposit shall be returned within 30 days of lease termination, less any lawful deductions.

## 5. Use of Premises

Premises shall be used only for lawful business operations consistent with Tenant's spice business and not for any illegal or hazardous purpose.

## 6. Utilities & Services

Tenant shall pay for all utilities and services (electricity, water, gas, trash, internet, etc.) used on the Premises.

## 7. Maintenance & Repairs

Tenant: Responsible for keeping interior, fixtures, and equipment in good repair.

Landlord: Responsible for roof, foundation, and structural elements, unless damaged by Tenant's misuse or negligence.

## 8. Improvements & Alterations

Tenant shall not make alterations without prior written consent of Landlord. Any approved improvements shall become property of Landlord at lease termination unless otherwise agreed.

## 9. Insurance & Liability

Tenant shall carry commercial general liability insurance with limits of not less than \$1,000,000 per occurrence, naming Landlord as additional insured. Tenant is responsible for insuring its personal property and business operations.

## 10. Assignment & Subletting

Tenant may not assign this Lease or sublet the Premises without written consent of Landlord.

## 11. Default

If Tenant fails to pay rent or breaches any material term, Landlord may give 10 days' written notice to cure. If uncured, Landlord may terminate this Lease and pursue remedies under Texas law.

## 12. Surrender of Premises

Upon expiration or termination, Tenant shall surrender Premises in good condition, ordinary wear and tear excepted.

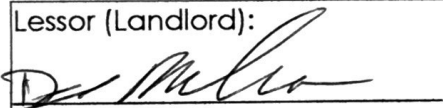
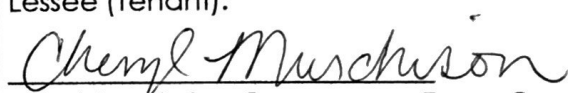
## 13. Governing Law

This Lease shall be governed by the laws of the State of Texas.

## 14. Entire Agreement

This Lease constitutes the entire agreement of the parties and may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

<div>Lessor (Landlord):  Donald Murchison</div>	<div>Lessee (Tenant):  Murchison Spice Company, a Texas Corporation By: Cheryl Murchison, Authorized Signatory</div>
--	--

## AGREEMENT

THE STATE OF TEXAS           §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS         §

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 **Murchison Spice Company** (the “Company”), 1710 S. Cherry Street, Tomball, Texas 77375.

### 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 Company proposes to lease a 1,400 square foot vacant building located at 1710 S. Cherry Street, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company plans to open a culinary retail space with two (2) full-time employees at the Property; and

**WHEREAS**, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars (\$10,000.00), in accordance with an established Rental Assistance Incentive; and

**WHEREAS**, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

**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 Company agree as follows:

1.

Except as provided by paragraph 3, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least three (3) years within the City of Tomball.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the two (2) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand

Dollars (\$10,000.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds.

6.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall

remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

7.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: Tomball Economic Development Corporation  
401 W. Market Street  
Tomball, Texas 77375  
Attn: President, Board of Directors

If to Company: Murchison Spice Company  
1710 S. Cherry Street  
Tomball, TX 77375  
Attn: Cheryl Murchison, CEO and Owner

8.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

9.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

10.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

11.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this  
\_\_\_\_\_ day of \_\_\_\_\_ 202\_\_ (the “Effective Date”).

**MURCHISON SPICE COMPANY**

By: \_\_\_\_\_

Name: Cheryl Murchison

Title: Owner

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TOMBALL ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_

Name: Lisa Covington

Title: President, Board of Directors

ATTEST:

By: \_\_\_\_\_

Name: Bill Sumner

Title: Secretary, Board of Directors

### ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
202\_\_, by Cheryl Murchison, Owner of Murchison Spice Company, for and on behalf of said  
company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

### ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the 18th day of November 2025, by  
Lisa Covington, President of the Board of Directors of the Tomball Economic Development  
Corporation, for and on behalf of said Corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**Exhibit “A”**  
**Legal Description of Property**

Property Address – 1710 S. Cherry Street, Tomball, Texas 77375

DRAFT

## RESOLUTION NO. 2026-06-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 MURCHISON SPICE COMPANY TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

**WHEREAS**, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

**WHEREAS**, the Board of Directors of the TEDC adopted as a specific project the expenditure of the estimated amount of Ten Thousand Dollars (\$10,000.00), found by the Board to be required or suitable to promote a new business development by Murchison Spice Company; and

**WHEREAS**, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

**WHEREAS**, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Ten Thousand Dollars (\$10,000.00), to Murchison Spice Company, in accordance with an economic development agreement by and between the TEDC and Murchison Spice Company to promote and develop a new or expanded business enterprise, to be located at 1710 S. Cherry Street, Tomball, Texas 77375.

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to

be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED AND APPROVED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_,  
202\_\_.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this \_\_\_\_\_ day of  
\_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** December 15, 2025

**Topic:**

Approve Minutes of December 1, 2025, Regular City Council meeting.

**Background:**

**Origination:** City Secretary Office

**Recommendation:**

Approve Minutes

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

Shannon Bennett, Assistant City  
Secretary

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_

To # \_\_\_\_\_  
account \_\_\_\_\_

Signed \_\_\_\_\_

Staff Member

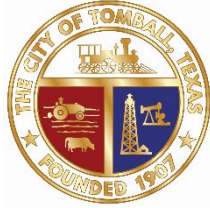
Date

Approved by \_\_\_\_\_

City Manager

Date

# **MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS**



**Monday, December 01, 2025  
5:00 P.M.**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for December 01, 2025, 5:00 P.M., at 401 Market Street, Tomball, Texas 77375.

A. Mayor L. Klein Quinn called the meeting to order at 5:02 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 – Loren Smith  
Assistant City Secretary – Shannon Bennett  
Community Development Director – Craig Meyers  
Fire Chief – Joe Sykora  
Assistant Fire Chief- Jeff Cook  
Police Chief – Jeff Bert  
Captain – Brandon Patin  
Human Resources Director - Kristie Lewis  
Finance Director - Bragg Farmer  
Public Works Director - Drew Huffman  
Director of Marketing & Tourism - Chrislord Templonuevo  
Director of Special Projects – Luisa Taylor  
Director of I.T. – Ben Lato  
Project Manager - Meagan Mageo  
Records Specialist – Sophia Pham  
Police Officer – James O'Malley

- 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.]* There were no public comments received.

C. General Discussion

1. Presentation and discussion regarding public art program proposal by Eric Sundin.

City Manager David Esquivel introduced Eric Sundin, who presented information on the proposed Public Art Program. (Exhibit A)

2. Tomball Economic Development Corporation activity update.

Executive Director Kelly Voilette provided an update of the TEDC's activities. (Exhibit B)

3. Presentation and discussion of the City of Tomball Gas Master Plan.

Diana Perossa and Jeff Rogers and with Engineered Utility Solutions, Inc. provided a presentation of the Gas Master Plan. (Exhibit C)

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

There was no discussion held for Items D.1.

1. Workshop Discussion Only- Approve the purchase of a vehicle from Silsbee Ford through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of \$136,010.05, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. This item was not included in the FY 2025-2026 budget as they are both related to an insurance claim.

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

Mayor Klein Quinn recessed the meeting at 6:06 p.m. and reconvened it at 6:20 p.m.

- F. Invocation led by Pastor Richard Jennings, River of Praise

- G. Pledges to U.S. and Texas Flags led by Cub Scout Pack 469.

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

- Bruce Hillegeist, CEO/President of the Tomball Chamber of Commerce, 20329 Telge Rd., Tomball TX., thanked the city for assistance with the parade and introduced Miss Tomball 2026, Elena Gasparini.
- Earl Chaplain, 626 Texas St., expressed concerns about the noise from 403 EATS.

I. Reports and Announcements

1. Announcements

**I. Upcoming events:**

- December 6, 2025 – Holiday Heroes from 8:00 a.m. – noon at St. Anne’s Catholic Church (1111 S. Cherry St.)
- December 6, 2025 – Deck the Depot Tree Lighting from 4:00 – 8:00 p.m. at Tomball Depot Plaza
- December 12-13, 2025 – Annual Candlelight Tours from 6:00 – 9:00 p.m. at Tomball Museum Center (510 Pine St.)
- December 12-14, 2025 – Tomball German Christmas Market on Friday from 6:00 – 10:00 p.m., Saturday from 10:00 a.m. – 10:00 p.m., and Sunday from 10:00 a.m. – 6:00 p.m. in downtown Tomball

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

- J. 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. Second Reading - Consideration of and action on Ordinance No. 2025-49, an Ordinance granting the request for annexation of a certain tract of land being a 1.9756 acre (86,058 square feet) tract of land, situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas; being out of and a part of lot Four Hundred and Seventy-Seven (477), of Tomball Townsite, a subdivision in Harris

County, Texas, according to the map or plat thereof, as recorded in Volume 2, Page 65, of the map records of Harris County, Texas (H.C.M.R.); said 1.9756 acre tract being out of and a part of a 1.0472 acre tract conveyed to 2S & Z Investments LLC by deed as recorded under Harris County Clerk's File Number (H.C.C.F. No.) RP-2025-238354 and out of and a part of a 1.062 acre tract conveyed to 2S & Z Investments LLC by deed as recorded under H.C.C.F. No. RP-2025-244581; providing for a service plan; providing for severability.

2. Adopt, on Second Reading, Ordinance No. 2025-46, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 2.109 acres of land legally described as being two tracts of land (1.047 and 1.062 acres), each being a portion of Lot 477 of Tomball Townsite from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located at 22700 Hufsmith–Kohrville Road, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
3. Adopt, on Second Reading, Ordinance No. 2025-47, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 3.140 acres of land legally described as being a portion of Lot 6 of Tomball Medical Park Replat of Reserve “B” and a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 from the Agricultural (AG) zoning district to the Duplex (D) zoning district. The property is located within the 13000 block (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
4. Adopt, on Second Reading, Ordinance No. 2025-48, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.9966 acres of land legally described as being two tracts of land (0.660 and 0.3366 acres) situated within the Joseph House Survey, Abstract No. 34 from the Single-Family Residential (SF-9) zoning district to the Office (O) zoning district. The property is located at 13519 Zion Road, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
5. Adopt, on Second Reading, Ordinance No. 2025-35, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by adding Chapter 45 - Unified Development Code and repealing Chapter 26 - Manufactured Homes, Mobile Dwelling Structures, and Recreational Vehicles, Chapter 34 - Signs, Chapter 40 - Subdivisions, and Chapter 50 – Zoning in their entirety; providing for a penalty of

an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.

Motion made by Council 2 Garcia, Seconded by Council 4 Covington to approve Old Business Consent Agenda items.

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

Motion carried unanimously.

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

1. Approve Minutes of November 17, 2025, Regular City Council meeting.
2. Approve, on First Reading, Resolution No. 2026-03-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 Performance Agreement by and between the Corporation and Maria Jordan MD PA to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business enterprise related to the development and construction of a medical office building to be located at 0 Alma Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$8,577.00.
3. Approve, on First Reading, Resolution No. 2026-05-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 Performance Agreement by and between the Corporation and CKM Property Management, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 14011 Park Drive, Suite 112, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$7,299.00.
4. Approve, on First Reading, Resolution No. 2026-06-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 Performance Agreement by and between the

Corporation and Murchison Spice Company, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1710 S. Cherry Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

5. Approve, on First Reading, Resolution No. 2026-07-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 Performance Agreement by and between the Corporation and Sassy Whiskers Cat Café, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 412 W Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$9,000.00.
6. Approve a services agreement renewal with PVS DX, Inc. (formally DXI Industries, Inc.) for the purchase of chlorine and sulfur dioxide gas for water and wastewater treatment for fiscal year 2026, for a not-to-exceed amount of \$275,000 (Bid No. 2024-04), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr to approve New Business Consent Agenda items 1 – 6, except item 4

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

Motion carried unanimously.

4. Approve, on First Reading, Resolution No. 2026-06-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 Performance Agreement by and between the Corporation and Murchison Spice Company, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1710 S. Cherry Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

Motion made by Council 4 Covington, Seconded by Council 2 Garcia to approve New Business Consent Agenda Item #4.

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

Motion carried unanimously.

L. New Business

1. Consideration of and Action on Resolution No. 2025-56, a Resolution of the Governing Body of the City of Tomball, Texas casting its vote to appoint Directors to the Harris Central Appraisal District's Board of Directors.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr to approve Resolution No. 2025-56 (Melissa Noriega)

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

Voting Nay: Council 2 Garcia

Motion carried 4 to 1.

2. Approve, on First Reading, Resolution No. 2026-04-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 Performance Agreement by and between the Corporation and Tara Builders, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction and development of a multibuilding office/warehouse park to be located at 1711, 1721 and 1801 South Persimmon Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$61,336.00.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr to approve Resolution No. 2026-04 TEDC.

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

Motion carried unanimously.

3. Consideration and possible action to appoint one councilmember to the Tomball Legacy Square Advisory Committee.

Motion made by Council 5 Parr, Council 4 Covington to discuss the appointment.

Council voted to amend the motion to appoint Randy Parr to the Tomball Legacy Square Advisory Committee.

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

Council voted to appoint Council 5 Randy Parr for a two-year term to the Tomball Legacy Square Advisory Committee.

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

Motion carried unanimously.

4. Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Hoelscher Weatherstrip Manufacturing Co., Inc., to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the expansion of a corporate headquarters facility, located at the 2400 S. Persimmon St, Tomball, Texas 77375. The estimated amount of expenditures for such Project is and amount not to exceed \$30,000.00.

Motion made by Council 5 Parr, Seconded by Council 4 Covington to approve the agreement with Hoelscher Weatherstrip Manufacturing Co., Inc.

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

Motion carried unanimously.

5. 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. 551.072 – Deliberation regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
  - Sec. 551-076 – Deliberation regarding Security Devices.

- Executive Session Started: 7:00 P.M.
- Executive Session Ended: 8:00 P.M.

6. Approve the sale of property interests to Harris County for the development of Hufsmith-Kohrville Road Segment 3B, and authorize the City Manager to execute any and all documents related to the sale.

Motion made by Council 5 Parr, Seconded by Council 3 Dunagin to approve the sale of property interests to Harris County for the Development of Hufsmith-Kohrville Road Segment 3B and authorize the City Manager to execute any and all documents to the sale.

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

Motion carried unanimously.

M. Mayor Lori Klein Quinn adjourned the meeting at 8:00 P.M.

PASSED AND APPROVED this 15<sup>th</sup> day of December 2025.

---

Thomas Harris III, TRMC  
City Secretary

---

Lori Klein Quinn  
Mayor

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: December 15, 2025

#### Topic:

Approve request from Tidy Up Tomball for City Support and In-Kind Services for Tidy Up Tomball event in downtown Tomball and nearby areas, on Saturday, April 11, 2026 from 8:00 – 11:30 a.m.

#### Background:

The mission for Tidy Up Tomball is to eliminate waste and litter throughout Tomball. Through collaborative partnerships and volunteer efforts, they are cultivating an eco-conscious culture that empowers residents to care for their surroundings. Tidy Up Tomball holds bi-annual cleanups, fostering connections among change-driven individuals and physically rejuvenating the environment. The estimated In-Kind Services is \$1,840.

**Origination:** Staff will arrive at 5:30 a.m. for setup. The event will begin at 8:00 a.m. and run through 11:30 a.m. Breakdown should last until 1:30 p.m. There will be an estimated 500 people at the event location, near Tomball Baptist Church parking lot.

#### Recommendation:

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

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

Chrislord Templonuevo, Marketing  
Director

#### FUNDING (IF APPLICABLE)

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_

To account # \_\_\_\_\_

Signed \_\_\_\_\_

Staff Member

Date

Approved by \_\_\_\_\_

City Manager

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2025

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

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

<b>PRODUCER</b> <b>TWFG Insurance Services</b> <b>Denise Davis</b> <b>30310 B State Highway 249</b> <b>Tomball, Texas 77375-2189</b>	<b>CONTACT NAME:</b> Denise Davis <b>PHONE (A/C, No, Ext):</b> 832-559-1595 <b>FAX (A/C, No):</b> 832-497-5471 <b>E-MAIL ADDRESS:</b> ddavis@twfg.com														
<b>INSURED</b> <b>Tidy Up Tomball, Inc</b> <b>30703 Raleigh Creek Drive</b> <b>Tomball, TX 77375</b>	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td><b>INSURER A: United States Liability Ins Co</b></td><td></td></tr><tr><td><b>INSURER B:</b></td><td></td></tr><tr><td><b>INSURER C:</b></td><td></td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A: United States Liability Ins Co</b>		<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A: United States Liability Ins Co</b>															
<b>INSURER B:</b>															
<b>INSURER C:</b>															
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NBP1569777A	01/30/2025	01/30/2026	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Directors &amp; Officers Liability</b>			NBP1569777A	01/30/2025	01/30/2026	<b>Each Claim Limit \$1,000,000</b> <b>Aggregate Limit \$1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Certificate holder is an additional insured with a written contract.****CERTIFICATE HOLDER****CANCELLATION**

City of Tomball  
501 James Street  
Tomball, TX 77375

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# SPECIAL EVENT APPLICATION

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

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

Date: December 1, 2025

Is this event Co-City sponsored? Yes ☒ No ☐

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

Festival ☐ Community Event ☒ Arts & Crafts Event ☐ Music Event ☒ Other (specify) \_\_\_\_\_

1. Event title: Tidy Up Tomball

2. Sponsoring entity: Tidy Up Tomball Inc

3. Is this organization based in Tomball: Yes ☐ No ☐

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

5. Contact: Amanda Trickey Phone: 512.632.5662

6. Contact address: 30703 Raleigh Creek Dr

7. Contact email: Amanda@marketingtomball.com

8. Event date: April 11, 2026

9. Event times: Start 8 AM Finish 11:30 AM Set-up 5:30AM Breakdown 1:30PM

10. Is this event for charity? Yes ☐ No ☐

11. If yes, what charity? \_\_\_\_\_ Tax ID \_\_\_\_\_

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

13. On-site contact: Amanda Trickey Mobile #: 512.632.5662

14. Estimated number of attendees: 500

15. Detailed site map in attached: Yes ☐ No ☒

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

17. Admission fee: \$ \_\_\_\_\_ Free ☒

18. Time at which event staff will begin to arrive: 5:30AM - Set up Kick off - Map TBD

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

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

21. Name of insurance carrier: United States Liability Insurance Group

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

Signature: [Handwritten Signature] Tidy Up Tomball

FOR OFFICIAL USE - Fee required: Yes \_\_\_\_\_ No ☒

Amount Due: \$ \_\_\_\_\_

# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** December 15, 2025

**Topic:**

Tourism Advisory Committee (TAC) Board Meetings

**Background:**

TAC Board meetings are typically held quarterly, on the fourth Tuesday, each lasting approximately 1.5 to 2 hours. These meetings provide a forum for discussing upcoming events and ensuring alignment with City goals.

**Origination:** City of Tomball, Department of Marketing and Tourism

**Recommendation:**

City staff recommends changing to as-needed basis.

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

**Signed:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: December 15, 2025

**Topic:**

Approve the City Manager and Fire Chief to execute the necessary documents for a Memorandum of Understanding with the Texas Department of Emergency Management for the City of Tomball to provide resources for Emergency Management Assistance Programs.

**Background:**

In accordance with Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan, this Texas Emergency Management Assistance Teams Memorandum of Understanding (TEMAT MOU) delineates responsibilities and procedures for TEMAT activities. TDEM's authority is provided through the State of Texas to activate state resources for the purposes of TEMAT Programs.

TEMAT Programs include and are administered by the state agencies listed below:

- Incident Support Task Force – Provides Support through multiple areas of expertise (Fire, Police, Emergency Management)
- Public Works Response Team – Provides support for critical infrastructure
- Texas A&M Task Force 1 – Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2 and Texas A&M Task Force 3
- State of Texas Incident Management Team (IMT) – Provides position specific personnel to assist in emergency operations.
- Texas Intrastate Fire Mutual Aid System – Provides wildland and fire department support.

**Origination:** Fire Department

**Recommendation:** Approval

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No:  X

If yes, specify Account Number: # \_\_\_\_\_

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

**Signed:** Joe Sykora, Fire Chief 11/3/2025 **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

**Memorandum of Understanding  
Between  
Texas Division of Emergency Management  
and Texas Emergency Management Assistance Teams Participating  
Jurisdiction/Employer**

This memorandum of understanding (“TEMAT MOU”) becomes effective as of the date of final signature, by and between the Texas Division of Emergency Management (“TDEM”), a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams (“TEMAT”) participating jurisdiction/employer City of Tomball (“Jurisdiction”).

**I. PURPOSE**

In accordance with Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan, this TEMAT MOU delineates responsibilities and procedures for TEMAT activities. TDEM’s authority is provided through the State of Texas to activate state resources for the purposes of TEMAT Programs.

TEMAT Programs include and are administered by the state agencies listed below:

<b>TEMAT Program</b>	<b>State Agency Program Administrator</b>	<b>Program Summary</b>
Incident Support Task Force (ISTF)	Texas Division of Emergency Management (TDEM)	Provides support through multiple areas of expertise throughout response and recovery initiatives
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force 1 (TX-TF1)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 3
State of Texas Incident Management Team (IMT)	Texas Division of Emergency Management (TDEM)	Provides position specific personnel to assist in emergency operations
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support

## II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of TDEM at the option of the participating Jurisdiction. These activities may be in conjunction with, or in preparation of, a local, state or federal declaration of disaster. The scope of this TEMAT MOU also includes training activities sponsored by the state, TDEM, the Jurisdiction, and the Program Administrators to maintain TEMAT operational readiness.

## III. PERIOD OF PERFORMANCE

This TEMAT MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with the terms of this TEMAT MOU.

## IV. DEFINITIONS

- A. Affiliated Member: A TEMAT Member that is associated with a Jurisdiction or participating agency for purposes of this agreement.
- B. Backfill: The assignment of personnel by a participating Jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT Member.
- C. Incident Support Task Force: The division of TDEM is responsible for maintaining all TEMAT program information to include but not limited to this TEMAT MOU and the ISTF Program Guide.
- D. Jurisdiction: A TEMAT Member's employer, which, by the execution of this TEMAT MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Member: An employee of a Jurisdiction who has been formally accepted into a TEMAT Program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a Member). For clarification, the lower-case use of "member" within this agreement, refers to a A&M System member.
- F. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.
- G. Program: One of the TEMAT Programs listed in the above table and administered by a Texas state agency to provide assistance during an emergency event or disaster.
- H. Program Administrator: Designated State agency representative participating in the program or administering the program on behalf of the state.

- I. Red Card: A National Wildfire Coordinating Group (NWCG) "Red Card" is a credential issued to wildland firefighters that verifies their qualifications and training for specific wildland fire positions.
- J. State Mutual Aid Reimbursement Guide: A living document explaining how TDEM will reimburse local responding entities, state agencies, and other entities for accepting and responding to state-assigned mutual aid missions.
- K. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local Jurisdictions or the state of Texas.
- L. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of a participating Jurisdiction in order to develop and maintain capabilities of the Member and TEMAT.
- M. TEMAT Training and Exercises – State or Administrator Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of the state or Program Administrator.
- N. Unaffiliated Member: An approved Member of the Incident Support Task Force that is not currently employed by a government entity.

## **V. RESPONSIBILITIES**

- A. TDEM shall be responsible for the following:
  - 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this TEMAT MOU.
  - 2. Maintain, in coordination with Program Administrators, programmatic guidance to provide standard operating procedures that are current and readily available to Program Administrators, Jurisdictions, and Members.
  - 3. Provide training to Members. Training shall be consistent with the objectives of the TEMAT Program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
  - 4. Work with Program Administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT Programs.
  - 5. Provide coordination between Program Administrators, other relevant governmental and private entities, Jurisdiction, and Member.
  - 6. Maintain overall TEMAT contact list for all Jurisdictions and Members.

B. The TDEM shall ensure that the Program Administrator(s) will do the following:

1. Recruit and manage Members for their specific program according to guidelines outlined in the program-specific guidance manual.
2. Produce related portion of the program-specific guidance manual to provide standard operating procedures that are current and readily available to Members.
3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT Program they administer.
4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
5. Provide training for Members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
6. Develop, implement, and exercise an internal notification and call-out system for Members.
7. Provide coordination between the state, other governmental and private entities, participating agency/employer, and Member, notify Jurisdictions or program Members of the need for activation.
8. Maintain and submit, annually, a primary contact list for their respective program, for all Jurisdictions and Members, to the state.
9. Maintain personnel files on all Members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by the state and Program Administrators.
10. Ensure the issuance of PIV-I to each Member through coordination with TDEM. If removed from team, then the PIV-I should be retrieved and revoked immediately. Program Administrator(s) should retrieve the PIV-I and notify TDEM for immediate revocation.
11. Program Administrator, TEEX, will reimburse Jurisdiction for Urban Search and Rescue (US&R), Public Works Response and sponsored training activities related to this TEMAT MOU under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

12. All reimbursement requests pursuant to this section shall follow program specific guidelines included in the TEEX Deployment Reimbursement Manual and the State Mutual Aid Reimbursement Guide.

C. The Jurisdiction shall:

1. Determine which TEMAT Programs the Jurisdiction will support by providing Members and being able to respond as requested by TDEM and Program Administrators.
2. Upon signature, the Jurisdiction will submit a roster within fourteen (14) calendar days of final signature to TDEM and Program Administrators. Maintain a roster of all its personnel participating in TEMAT activities and submit an update annually. The roster shall include all current Red Card qualifications for each Member when applicable.
3. Provide a primary point of contact to TDEM and Program Administrators for the purpose of notification of TEMAT activities and for administrative activities.
4. Provide administrative support to employee Members of TEMAT, e.g., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
5. Ensure all reimbursement claims meet the requirements of the State Mutual Aid Reimbursement Guide.
6. Upon notification by TDEM, the Jurisdiction will determine which Members within Jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified Members deploy.

D. The Jurisdiction shall ensure the Member(s):

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the program-specific guidance manual.
3. Advise the Program Administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Update their membership profile through their Program Administrator or their online portal with any updated qualifications, rate of pay change, or position change as they occur and verify accuracy annually.

5. Maintain, for deployment, all equipment issued by the TEMAT program and advise Program Administrator of any lost, stolen, or damaged items assigned to Member.
6. Keep the Jurisdiction advised of TEMAT activities that may require time off from work.
7. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
8. During any period in which TEMAT is activated by TDEM or during any TEMAT sponsored or sanctioned training, Member shall be acting as a representative of the State of Texas.
9. Ensure that staff approved for membership by Jurisdiction meet the program requirements and experience level with his/her position on each TEMAT program in accordance with the program-specific guidance manual.

## **VI. QUALIFICATIONS, TRAINING, AND EXERCISES**

### **A. TEMAT Training and Exercises – Jurisdiction Sponsored:**

Periodically, Members will be requested and/or invited to attend local TEMAT-sponsored training or exercises. Local Jurisdiction-sponsored training or exercises shall be performed at the direction, control, expense, and funding of the local Jurisdiction in order to develop the technical skills of Members.

### **TEMAT Training and Exercises – State or Program Administrator Sponsored:**

Periodically, Members will be invited to attend state TEMAT training and/or exercises, and when these training and/or exercises are required, Jurisdiction shall ensure Member attends such. These trainings and exercises shall be performed at the direction, control, expense, and funding of the state which may include being administered through a Program Administrator in order to develop and maintain the incident support capabilities of the TEMAT. For state or Program Administrator sponsored training or exercises, the Jurisdiction shall coordinate with TDEM and/or Program Administrators, prior to the event, to receive written authorization prior to such an event.

### **B. Minimum Qualification and Training Requirements**

Jurisdiction should allow Members appropriate time to maintain the qualifications required for each position Member fills in the TEMAT Program.

Jurisdiction should ensure Members can attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Jurisdiction understands that failure for

Jurisdiction to ensure Members attend or maintain qualifications may result in dismissal from the TEMAT Program when qualifications are no longer valid.

## **VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT**

### **A. Reimbursement of Administrators/Jurisdiction**

1. All guidelines and procedures for requesting reimbursement shall be pursuant to the State Mutual Aid Reimbursement Guide.
2. All financial commitments herein are made subject to the availability of funds from the State of Texas.

## **VIII. Liability and Workers' Compensation for State Activation/And Training**

- A. During any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, Members who are not employees of A&M System or another agency of the State of Texas will be considered to be in the course and scope of the Member's (employee's) regular employment with the Jurisdiction (employer) and the Member shall be entitled to full benefits, including workers' compensation and liability coverage, as an employee of their employer.
- B. For a Member who becomes injured during any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, the Jurisdiction shall immediately notify the Program Administrator and TDEM of the injury in writing, and TDEM shall reimburse the Jurisdiction the costs and expenses paid by the Jurisdiction to Member, including but not limited to, all related medical expenses, compensation, wages, pension contributions, and any benefits provided by the Jurisdiction. Pursuant to Texas Government Code Section 418.118(b), the Jurisdiction may seek reimbursement for all eligible costs and expenses as provided in this section by providing TDEM or the Program Administrator, whichever is applicable, adequate supporting documentation for the costs/expenses claimed, to include proof of pay provided by the Jurisdiction to the Member. Said reimbursement shall continue, in accordance with Texas Labor Code Section 408, until such time that the injured Member is medically cleared for return to work or in the event of permanent disability or death, until all obligations for payment to the Member or Member's beneficiaries are satisfied.

## **IX. CONDITIONS, AMENDMENTS, AND TERMINATION**

- A. This TEMAT MOU may be modified or amended only by the written agreement of all the parties.
- B. This TEMAT MOU may be terminated by any signing party, upon thirty (30) days written notice to the other party.

- C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the state shall not discriminate against any Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.
- D. This TEMAT MOU is governed by the laws of the State of Texas (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of A&M System, or any officer or employee of A&M System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the Program Administrators are agencies of the State of Texas and nothing in this TEMAT MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this TEMAT MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in the award of this TEMAT MOU, or in the services to which this TEMAT MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any member of A&M System have not been designated by a member of A&M System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this TEMAT MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

## **X. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT**

Jurisdiction agrees to abide by the terms and conditions of this TEMAT MOU and the program-specific guidance manual. Jurisdiction agrees to allow employees to serve as TEMAT Members for the approved TEMAT Programs checked below:

TEMAT Program	Check for Participation	Jurisdiction Point of Contact Initials
Incident Support Task Force (ISTF)	<input checked="" type="checkbox"/>	
Public Works Response Team (PWRT)	<input checked="" type="checkbox"/>	
Texas A&M Task Force 1	<input checked="" type="checkbox"/>	
State of Texas Incident Management Team (IMT)	<input checked="" type="checkbox"/>	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input checked="" type="checkbox"/>	

## XI. POINTS OF CONTACT

	<b>TDEM</b>	<b>TEMAT Coordinator</b>
<b>Name:</b>	Chief Nim Kidd	Kharley Smith
<b>Title:</b>	Chair – Texas Emergency Management Council	ISTF Division Chief
<b>Address Line 1:</b>	313 E Anderson Ln	313 E Anderson Ln
<b>Address Line 2:</b>	Building 3	Building 3
<b>City, State, Zip:</b>	Austin, TX 78752	Austin, TX 78752
<b>Phone Number:</b>	512-424-2436	512-424-2436
<b>Email:</b>	<a href="mailto:Nim.kidd@tdem.texas.gov">Nim.kidd@tdem.texas.gov</a>	<a href="mailto:kharley.smith@tdem.texas.gov">kharley.smith@tdem.texas.gov</a>
	<b>Jurisdiction</b>	
<b>Name:</b>	Joe Sykora	
<b>Title:</b>	Fire Chief / EMC	
<b>Address Line 1:</b>	1200 Rudel Dr	
<b>Address Line 2:</b>		
<b>City, State, Zip:</b>	Tomball, Texas 77375	
<b>Phone Number:</b>	281-290-1063	
<b>Email:</b>	<a href="mailto:jsykora@tomballtx.gov">jsykora@tomballtx.gov</a>	

## XII. GENERAL PROVISIONS

- A. This TEMAT MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this TEMAT MOU constitutes acceptance of the authority of the State of Texas, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Jurisdiction shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to Jurisdiction under this TEMAT MOU may be applied directly toward certain debts or delinquencies that Jurisdiction owes the State of Texas or any agency of the State of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, Jurisdiction shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Jurisdiction that cannot be resolved in the ordinary course of business. Jurisdiction shall submit written notice of a claim of breach of contract under this Chapter to TDEM's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

### **XIII. ENTIRE AGREEMENT**

This TEMAT MOU terminates and supersedes any prior TEMAT MOU amongst TDEM, TEMAT Program Administrators, a TEMAT Employee Member, and Participating Jurisdiction. This TEMAT MOU, in addition to the related program-specific guidance manuals and State Mutual Aid Reimbursement Guidelines, reflects the entire agreement between the parties.

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TDEM and Jurisdiction hereby acknowledge that they have read and understand this entire TEMAT MOU. All oral or written agreements between the parties hereto relating to the subject matter of this TEMAT MOU that was made prior to the execution of this TEMAT MOU have been reduced to writing and are contained herein. TDEM and Jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This TEMAT MOU is entered into by and between the following parties:

#### **TEXAS DIVISION OF EMERGENCY MANAGEMENT**

Signature: \_\_\_\_\_  
Name: W. Nim Kidd  
Title: Chief, Texas Division of Emergency Management  
Date: \_\_\_\_\_

#### **JURISDICTION**

Signature: \_\_\_\_\_  
Name: David Esquivel  
Title: City Manager  
Date: \_\_\_\_\_

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: December 15, 2025

#### Topic:

Approve the purchase of a vehicle from Silsbee Ford through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of \$136,010.05, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. This item was not included in the FY 2025-2026 budget as they are both related to an insurance claim.

#### Background:

City vehicle #21-137 was involved in an accident in September 2025 that TML insurance deemed a total loss. As such, the City needs to purchase a replacement vehicle, partially funded through insurance. The vehicle is a unmarked silver Chevy Malibu for the Police Department. City vehicle #24-191 was also involved in an accident in October 2025 that TML insurance deemed a total loss. As such, the City needs to purchase a replacement vehicle, partially funded through insurance. The vehicle is a marked black and white Dodge Durango for the Police Department. Additional funds are available in the Fleet Replacement Fund for the remaining cost of the vehicle.

Item	Amount
Silsbee Ford (total cost of vehicle) Ford Explorer	\$40,759.40
Silsbee Ford (total cost of vehicle) Ford Interceptor PIU	\$54,491.25
Net Expenditure	\$136,010.05

Staff is requesting approval of the expenditure request of a not-to-exceed amount of \$136,010.05 for this vehicle.

**Origination:** Police Department

#### Recommendation:

Staff recommends approving the purchase of a vehicle from Silsbee Ford through TIPS Contract #240901 for a not-to-exceed amount of \$136,010.05.

**Party(ies) responsible for placing this item on agenda:** Brandon Patin, Captain

#### 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: #650-651-6405

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

**Signed:** Brandon Patin **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date



## PRODUCT PRICING SUMMARY

**TIPS 240901 Transportation Vehicles**

**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: CITY OF TOMBALL

Prepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

Product Description: FORD EXPLORER

Date: September 11, 2025

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ **37,710.00**

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
K7D	2026 EXPLORER RWD	\$ -	200A	ORDER CODE XLT ACTIVE	\$ 3,175.00
99H	2.3L I4 ECOBOOST ENGINE	\$ -		MATCHING SPARE TIRE /RIM	
44T	10 SPEED TRANS	\$ -			

Total of B. Published Options: \$ **3,175.00**

Published Option Discount (5%) \$ **(323.60)**

### C. Unpublished Options

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR- WHITE	
		INTERIOR- ACTIVE X	

Total of C. Unpublished Options: \$ **-**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ **-**

E. Lot Insurance (for in-stock and/or equipped vehicles):

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: 99

\$ **198.00**

H. Subtotal:

\$ **40,759.40**

I. Quantity Ordered 1 x H =

\$ **40,759.40**

J. Trade in: \_\_\_\_\_

\$ **-**

K.

L. Total Purchase Price

\$ **40,759.40**



## PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TOMBALL PD

Prepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

Product Description: FORD PIU AWD

Date: October 6, 2025

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ 51,795.00

### B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2026 FORD POLICE SUV	\$ 1,195.00			
99C	3.0L V6 ECO BOOST	\$ 950.00			
86T	TAIL LAMP/POLICE HOUSING	inc			
17A	AUX AIR	inc			
55F	KEY FOB	inc			
60A	GRILLE LED LIGHTS, SIREN/SPEAKER W/	inc			
51R	DRIVER ONLY LED SPOT LIGHT	\$ 495.00			
61B	OBD-II SPLITTER	inc			
Total of B. Published Options:					\$ 2,640.00

Published Option Discount (5%) \$ (117.00)

### C. Additional Options

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		EXTERIOR COLOR- BLACK	\$ -
		INTERIOR COLOR- 96 CHARCOAL	
		500A ORDER CODE	
Total of C. Unpublished Options:			\$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

E. Lot Insurance (for in-stock and/or equipped vehicles):

F. Contract Price Adjustment:

G. Additional Delivery Charge: 99 miles

H. Subtotal:

I. Quantity Ordered 1 x K =

J. Trade in:

K.

L. Total Purchase Price

# City Council Meeting

## Agenda Item

### Data Sheet

**Meeting Date:** December 15, 2025

**Topic:**

Approve the expenditure of greater than \$100,000 with Olson & Olson L.L.P, for legal services, the total not-to-exceed amount to \$150,000.00 approve the expenditure of funds thereof and authorize the City Manager to execute any and all documents related to the expenditure. This expenditure is included in the FY 2025-2026 budget.

**Background:**

Th expenditure will cover ongoing legal services as outlined in the General Engagement letter with Olson & Olson L.L.P

This expenditure was allocated in the FY 2025-2026 budget.

**Origination:** City Secretary, Thomas Harris III

**Recommendation:**

The City Manager will be authorized to sign any necessary documents related to the expenditure, ensuring that all legal formalities are handled smoothly.

**Party(ies) responsible for placing this item on agenda:** Thomas Harris III, City Secretary

**FUNDING (IF APPLICABLE)**

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

Yes:  X  No:       

If yes, specify Account Number: #100-118-6303

If no, funds will be transferred from  
account:

#

To Account: #

**Signed:**

\_\_\_\_\_  
Staff Member

\_\_\_\_\_  
Date

**Approved by:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date



August 20, 2025

*Via email: [desquivel@tomballtx.gov](mailto:desquivel@tomballtx.gov)*

David Esquivel  
City Manager  
City of Tomball  
401 Market Street  
Tomball, Texas 77375

Re: Engagement of Olson & Olson, L.L.P. by the City of Tomball, Texas  
for General Legal Services

Dear Mr. Esquivel:

Olson & Olson, L.L.P. (the "Firm") would be pleased to represent and provide legal services to the City of Tomball, Texas (the "City") under the terms and conditions set out in this engagement letter (the "General Engagement Letter"), and as may be further specified in connection with specific assignments that the City may make to the Firm.

The Firm agrees to provide legal services under the following general conditions which shall be applicable to any services the Firm provides to the City during the term of this General Engagement Letter. The legal services shall include, but are not limited to, the following:

- a. Attend City Council meetings;
- b. Prepare and review documents, including contracts, to be considered by City Council;
- c. Provide legal advice to the City on an ongoing basis, as required;
- d. Prepare deeds, easements, and other documents necessary for the City's day-to-day business;
- e. Provide legal advice regarding personnel matters;
- f. Represent the City, City Council, and its employees in state and federal court cases and/or administrative proceedings; and
- g. Such other matters as City Council or the Mayor may request.

### **1. Fees for the Firm's Services.**

The fees for the Firm's services will be determined by the actual time expended by our lawyers and other professional staff in providing such services. We will bill the City for such on an hourly basis at rates consistent with rates charged to other clients for similar services.

The hourly rates shall be as provided in **Exhibit A** attached, except to the extent different hourly rates are specified for a particular assignment in a separate assignment letter or a modification of the rates shown in Exhibit A is approved, in writing, by the City.

The Firm will bill the City monthly as the services are performed. The City will also be responsible for reimbursing the Firm for all reasonable and necessary expenses incurred by the Firm on the City's behalf, including fees for the services of court reporters, court filing fees, copying services, and similar expenses. The Firm will provide the City with a monthly invoice detailing the services performed and the expenses incurred. The City will be responsible for paying those invoices within 30 days of receipt.

The Firm will maintain contemporaneous records of the time devoted to the City's work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on the City's behalf, and other related matters. The Firm will record and bill time in units of one-tenth of an hour.

### **2. Professional Liability Insurance.**

The Firm agrees to maintain professional liability insurance coverage, at all times, for the services it provides to the City under this General Engagement Letter detailed in **Exhibit B** attached hereto.

### **3. Termination.**

The City may terminate this engagement at any time, and payment will only be required for services performed and expenses incurred prior to the date of termination. Provided, however, if the Firm is representing the City in litigation that is ongoing at the time of termination, termination shall not be effective until the City has designated another lawyer or law firm to replace the Firm, in representing the City's interests. Upon termination, the Firm will immediately

make its files on such matter available to the City or any other person that the City may designate.

**4. Choice of law.**

All rights and obligations arising under this General Engagement Letter shall be governed by the laws of the State of Texas, with venue in Harris County, Texas.

**5. Cooperation and communication.**

The Firm agrees it will keep the City fully advised of all significant developments and will provide the City such written reports on the status of the matters it is handling as may be requested by the City. The City agrees to cooperate fully with the Firm in connection with the Firm's provision of legal services, and to promptly provide all material information known or available to the City that is necessary to the Firm's legal representation of the City. The City agrees to keep the Firm informed on a timely basis of all developments relating to the representation that are or might be important. The City agrees to attend meetings, conferences and proceedings when it is reasonable to do so.

**6. File retention policy.**

The Firm will maintain its own files, including lawyer work product, pertaining to the representation of the City but it will remain the City's responsibility to maintain such originals or copies of documents as are necessary to meet the City's legal obligations and management needs. The Firm will, at the City's reasonable request, provide copies of any documents that it retains, to the extent such documents have not been discarded in accordance with the Firm's document retention policies.

**7. Potential conflicts of interest.**

The Firm is committed to the representation of the interests of local governmental entities and their officers and officials and does not believe conflicts are likely to arise. However, when considering whether to accept an assignment under this General Engagement Letter, the Firm will undertake reasonable efforts to determine whether there are any potential conflicts of interest that would bar its lawyers from representing the City and will decline the assignment if any conflicts are discovered.

**8. Texas Lawyer's Creed and Attorney Complaint Information.**


Attached as **Exhibit C** is a copy of the Texas Lawyers Creed. The Firm encourages its lawyers to practice law in a professional and responsible manner as outlined in the Creed.

A brochure entitled "Attorney Complaint Information" is available at our offices and upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900.

We trust that this proposal will be satisfactory to you. If so, please sign below and return to the undersigned. If you need any additional information, please notify us and we will provide it to you.

Sincerely,

**OLSON & OLSON, L.L.P.**

  
Loren B. Smith  
Partner

**ACCEPTED:**

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, City Manager

\_\_\_\_\_  
Date

**ATTACHMENTS:**

Exhibit A	Hourly Rates
Exhibit B	Liability Insurance Requirements
Exhibit C	Texas Lawyer's Creed

# EXHIBIT A

## OLSON & OLSON, L.L.P. BILLING RATES

<u>Attorney</u>	<u>Rate</u>
Andrea Chan	\$305/hr
Brian J. Begle	\$305/hr
Charles Williams	\$305/hr
Eileen Begle	\$305/hr
John J. Hightower	\$305/hr
Loren B. Smith	\$305/hr
Scott Bounds	\$305/hr
Allison S. Killian	\$290/hr
Brandon Davis	\$290/hr
David W. Olson	\$290/hr
Bridgette A. Begle	\$225/hr
Daniel Sylvia	\$225/hr
James Reckaway	\$225/hr
Jeffrey Lubritz	\$225/hr
Joseph Hays	\$225/hr
Philip Boedeker	\$225/hr
Tommy Ramsey	\$225/hr
Paralegals	\$130/hr

# EXHIBIT B

## INSURANCE REQUIREMENTS

The firm shall procure and maintain, with respect to the subject matter of this Agreement, appropriate insurance coverage with limits to cover the firm's liability as may arise directly or indirectly, from work performed under the terms of this Agreement. A current certificate of liability insurance will be submitted to the Purchasing Office.

### Policy Requirements

The firm and all subcontractors performing work for it under this Agreement shall furnish a completed insurance certificate to the City prior to the event, which shall be completed by an agent authorized to bind the named underwriter(s) for coverage, limits, and termination provisions shown thereon, and which shall contain the following:

Professional Liability (Errors and Omissions): Coverage Amount \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

The City shall be entitled, upon request and without expense, to receive copies of the certificate of insurance and the required policies and endorsements.

- (a) The firm shall notify the City of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The firm shall provide a replacement Certificate of Insurance prior to such change or cancellation;
- (b) Provide for notice to the City at the address shown in this Agreement; and
- (c) The firm agrees to waive all of its officers, employees, agents, assigns, and successors' rights of subrogation against the City, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the Firm will provide a waiver of subrogation endorsement against the City.

COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY'S PURCHASING AND RISK MANAGEMENT DEPARTMENT AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.

# EXHIBIT C

## *The Texas Lawyer's Creed*

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

### **Our Legal System**

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

### **Lawyer to Client**

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.

## EXHIBIT C

2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.

4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

### **Lawyer to Lawyer**

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous

## EXHIBIT C

observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

## EXHIBIT C

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

# EXHIBIT C

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

## **Lawyer and Judge**

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

# City Council Meeting Agenda Item Data Sheet

Meeting Date: December 15, 2025

## Topic:

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

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

## Background:

Origination: David Esquivel, City Manager

## Recommendation:

Party(ies) responsible for placing this item on agenda: David Esquivel, City Manager

## FUNDING (IF APPLICABLE)

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, specify Account Number: # \_\_\_\_\_

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

Signed: Shannon Bennett 12  
Staff Member

Date

Approved by: \_\_\_\_\_  
City Manager Date

# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** December 15, 2025

**Topic:**

Consideration of and action on Resolution No. 2025-57, a Resolution of the City Council of the City of Tomball, Texas, determining that a fee simple title is needed to be acquired from Joseph A. and Gloria A. Foltin for the construction, operation, and maintenance of municipal facilities as a part of the Tomball Master Facilities Project for the city of Tomball, Texas; and authorizing the institution of eminent domain proceedings.

**Background:**

**Origination:**

**Recommendation:**

Approve Resolution No. 2025-57

**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 \_\_\_\_\_

Staff Member

Date

Approved by \_\_\_\_\_

City Manager

Date

RESOLUTION NO. 2025-57

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, DETERMINING THAT A FEE SIMPLE TITLE IS NEEDED TO BE ACQUIRED FROM JOSEPH A. FOLTIN AND GLORIA A. FOLTIN FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF MUNICIPAL FACILITIES AS A PART OF THE TOMBALL MASTER FACILITIES PROJECT FOR THE CITY OF TOMBALL, TEXAS; AND AUTHORIZING THE INSTITUTION OF EMINENT DOMAIN PROCEEDINGS.**

\* \* \* \* \*

**WHEREAS**, the City Council of the City of Tomball, Texas now finds and determines that public convenience and necessity requires the City of Tomball to acquire a fee simple title to a tract of land containing approximately 0.8174 acres of land for the construction, operation, and maintenance of municipal facilities as part of the Tomball Master Facilities Project in the City of Tomball, Texas, a more specific description of said 0.8174 acre of land is attached hereto as “*Exhibit A*” and made a part hereof (herein after the “Land”); and

**WHEREAS**, the City of Tomball, through its duly authorized representatives, has negotiated with the owners of the Land for the purchase of same for the purpose stated herein and has been unable to agree with such owners as to the fair cash market value thereof and damages, if any; and

**WHEREAS**, the City Council of the City of Tomball has authorized the City Manager or his designee to make an offer to the owners of the Land for the purchase of same based upon its appraised value, and such offer has been made and the owner has refused to accept such final offer; now therefore,

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

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

**Section 2.** The City Council of the City of Tomball finds that a bona fide offer has been made by duly authorized representatives of the City for the acquisition of a fee simple title to the Land, and that said offer was not accepted, and that the only way for the City of Tomball to acquire such interest in said tract of Land is through the filing of eminent domain proceedings.

**Section 3.** The City Council hereby finds and determines that a public use and necessity exists for the City of Tomball for the construction, operation, and maintenance of municipal facilities as part of the Tomball Master Facilities Project in the City of Tomball, Texas, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

**Section 4.** The final offer heretofore made to the owner for the purchase of the Land is in all things hereby ratified and confirmed.

**Section 5.** The City Attorney, or his designee, is hereby authorized to bring eminent domain proceedings on behalf of the City of Tomball under applicable provisions of law, whether provided by §251.001 of the Texas Local Government Code, as amended, Chapter 21 of the Texas Property Code, or by any other provision of law, against the owner or owners of the Land, to-wit: Joseph A. Foltin and Gloria A. Foltin, or against the real and true owner, owners, claimant, or claimants if Joseph A. Foltin and Gloria A. Foltin are said not to be the owners of the Land.

PASSED, APPROVED, AND RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Lori Klein Quinn  
Mayor

**ATTEST:**

---

Thomas Harris  
City Secretary

**APPROVED AS TO FORM:**

---

Loren B. Smith  
City Attorney

# EXHIBIT A

