

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



**Monday, March 02, 2026
5:00 PM**

Notice is hereby given of a Workshop and Regular meetings of the Tomball City Council, to be held on Monday, March 02, 2026, at 5:00 PM, 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: 812 0480 2326 Passcode: 540780. 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. TCAP update
 - 2. Workshop Discussion Only – Discussion on amendments to Administrative Policy No. 18, Development Policy for Special Financing Districts.
 - 3. Quarterly Financial Report for period ending December 31, 2025.
 - 4. Quarterly Investment Report for the period ending December 31, 2025.

- D. Recess/Reconvene at 6:00 p.m.
- E. Invocation led by Rev. George McGaven, Church of the Good Shepherd
- F. Pledges to U.S. and Texas Flags
- G. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- H. Presentations
1. Presentation to Resale with a Purpose
 2. Certificate of Recognition
- I. Reports and Announcements
1. Announcements
 - I. **Upcoming events:**
 - March 12, 2026 – Kaffeeklatsch from 8:30 – 10:00 a.m. at Tomball Community Center
 - March 14, 2026 – 2nd Saturday at the Depot from 5:00 – 9:00 p.m. at Tomball Depot Plaza
 - March 21, 2026 – Choo Choo Chow Down from 11:00 a.m. – 5:00 p.m. at Tomball Depot Plaza
 - March 28-30, 2025 – Tomball German Heritage Festival from 6–10 p.m. (Friday), 10 a.m. – 10 p.m. (Saturday), and 10 a.m. – 6 p.m. (Sunday) at 100–400 blocks of Market St.
 2. Reports by City staff and members of council about items of community interest on which no action will be taken:

J. Old Business

1. Adopt, on Second Reading, Ordinance No. 2026-02, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning from Single-Family Residential (SF-20) to Industrial (I) on Lots 374 and 375 of Corrected Map of Tomball Outlots; two lots containing approximately 10.05 acres of land located south of the southeast intersection of Medical Complex Drive and South Persimmon Street (1631 South Persimmon Street), 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.

K. New Business

1. Approve Minutes of February 16, 2026 Workshop/Regular City Council meeting.
2. Consideration and discussion regarding future appointment/reappointment to the Planning and Zoning Commission.
3. Approve, on First Reading, Resolution No. 2026-16-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 Old Town Façade Improvement Grant by and between the Corporation and Tejas Dragon Companies, LLC to make direct incentives to, or expenditures for, building improvements for new or expanded business enterprise to be located at 306 Market Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$40,000.00.
4. Accept donation of a grant from the Tomball Regional Health Foundation in the amount of \$32,850, for the purchase of Automated External Defibrillators (AEDs) for patrol vehicles and authorize the City Manager to execute any and all documents.
5. Consideration of and action on Resolution No. 2026-15, a Resolution of the City Council of the City of Tomball, Texas authorizing the submission of the Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Downtown Revitalization Program, and authorizing the City Manager as the Chief Executive Officer and authorized representative to act in all matters pertaining to the City's participation in the Texas Community Development Block Grant Program.
6. Presentation, discussion and possible action to ratify the contract to purchase the property located at 213 W. Main Street.

L. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 24th day of February 2026 by 6:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

Thomas Harris III, TRMC
City Secretary

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: 03/02/26

Topic:

TCAP update

Background:

Texas Coalition of Affordable Power (TCAP) update.

Origination: City Manager office

Recommendation:

n/a

Party(ies) responsible for placing this item on agenda: David Esquivel, PE

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 <u>David Esquivel</u>	<u>02/24/26</u>
Staff Member _____	City Manager _____	Date _____

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 2, 2026

Topic:

Workshop Discussion Only – Discussion on amendments to Administrative Policy No. 18, Development Policy for Special Financing Districts.

Background:

The City of Tomball’s Development Policy for Special Financing Districts establishes the framework and procedures governing the creation and administration of Public Improvement Districts (PIDs). The policy provides detailed criteria for evaluating PID applications, with an emphasis on projects that provide enhanced public benefits and are consistent with the City’s adopted master plans.

Applicants must satisfy rigorous documentation and financial requirements, including demonstrating relevant development experience, financial capacity, and a clearly defined funding strategy for both PID-financed and privately funded improvements. The policy further provides a structured, multi-step review process that includes petitions, development agreements, and City Council approvals. Approval of a PID is not guaranteed and remains subject to City Council discretion upon fulfillment of all required conditions.

The policy further outlines limitations on assessment rates, bond terms, and eligible improvements to ensure fiscal responsibility and transparency. Developers are responsible for all administrative costs and must provide comprehensive homeowner disclosures regarding PID assessments. The City retains full authority of PID approval, financing, and bond issuance in accordance with the terms established within the Development Agreement.

This agenda item is presented for discussion and direction regarding the proposed amendments to the Development Policy for Special Financing Districts, including any potential revisions or clarifications deemed necessary.

Origination: Project Management

Recommendation:

N/A

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo
Staff Member _____ Date _____

Approved by _____
City Manager _____ Date _____

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

SUBJECT DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS	NUMBER: 18	EFFECTIVE DATE: September 19, 2022	PAGE 1 OF 185
	REVISED: September 19, 2022	APPROVED BY CITY MANAGER: September 19, 2022	
	SUPERSEDES: March 21, 2022	APPROVED BY CITY COUNCIL: September 19, 2022	

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I. I. Purpose

The purpose of the City of Tomball Public Improvements District (“PID”) Policy is to outline the policy parameters and considerations to be addressed before the Tomball City Council can support the establishment or continuation of a PID as allowed by Chapter 372 of the Texas Local Government Code. The Policy outlines such things as general procedures, City processes, petition requirements, information to property owners, and determination of annual plan of services, budget, and assessments. This Policy sets forth City procedures and requirements which are in addition to the requirements of state law. Any aspect not specifically addressed by this Policy will be considered on an individual project basis.

The City may, on a case-by-case project basis, waive a requirement of this Policy if it does not conflict with state or federal law. Any requirements waived may be noted in the resolution approving the PID petition, or other relevant document, and must include a finding that the waiver is in the best interest of the City.

II. Considerations

The City of Tomball will consider PID applications that demonstrate compliance with at least 50% of the below criteria. Applicant must provide substantial and thorough justification for the PID request and financial gap that justifies PID financing.

- a. Generate economic and superior development benefits to the City beyond what normal development would generate and must be self-sufficient and not adversely impact the ordinary service delivery of the City;
- b. Provide for improvements in the public right of way (e.g. entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage, etc.);
- c. Meet community needs (e.g. enhanced drainage improvements, parks and off-street public parking facilities, pedestrian connectivity, water and wastewater on or off-site improvements) including without limitation development’s pro-rata share of the regional facilities and services;
- d. Implement City of Tomball master plans, including water, wastewater, parks, and trails;
- e. Increase or enhance the City’s transportation and roadway plans;
- f. Exceed development requirements in the City, including but not limited to enhanced architectural standards, enhanced landscaping, enhanced amenities, and provide for the superior design of lots or buildings;
- g. Preserve and protect natural amenities and environmental assets such as lakes, trees, creeks, ponds, floodplains, slopes, hills, and wildlife habitats;
- h. Are willing to annex into the City of Tomball, if applicable, in exchange for the creation of a PID;
- i. Provide for unique or special development amenities, including amenity centers, play areas, pools, picnic facilities; and
- j. Have the support of 100% of the owners of the property within the PID.

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Any requested deviations, adjustments, or special considerations from the terms and conditions of the City's PID Policy shall be clearly requested and explained prior to or with the PID petition for that PID.

III. Process

Generally, the City's will follow the process below for consideration of PIDs.

1. Applicant submits a completed PID petition, application, and supporting documentation.
2. Applicant pays a non-refundable PID Application Review Fee in the set amount adopted in the City's Master Fee Schedule.
3. The City will review the petition and application for compliance with statutory PID Petition requirements and requirements set forth in this Policy.
4. Upon the City approval of compliance with this Policy, City Council accepts the PID Petition.
5. City and applicant execute a Professional Services Reimbursement Agreement.
6. City and applicant execute a Development Agreement.
7. City and applicant work together to complete of required steps as set forth in Chapter 372 of the Texas Local Government Code and all steps and procedures set forth in City policy to create the PID.
8. City Council creates PID.
9. City Council levies assessments.

The City Council will not take any action to commence the creation of a PID prior to the approval of a final development agreement governing the development in question.

Completion of any individual step in the PID creation process is not a guarantee of PID approval. Creation of a PID is a discretionary action of City Council.

IV. Petition Requirements

Petitions for creating a PID must satisfy all requirements under Chapter 372 of the Texas Local Government Code.

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The City may require:

- a. Evidence that signature of property owners were gathered no more than six months preceding the submittal of the petition; or
- b. Evidence that the petitioner’s signatures meet the state law requirements, or the petition will be accompanied by a reasonable fee to cover the City’s cost of signature verification.

VII. Application

In agreeing to consider a petition for creation of a PID, the City will require the following from the applicant at the time the petition is submitted. These requirements reflect the minimum requirements and the City, at its discretion, may require additional items:

- a. A completed PID petition;
- b. Payment to the City of a non-refundable PID Application Review Fee in the amount of adopted in the City’s Master Fee Schedule;
 - i. The application review fee is designed to cover all administrative or operational costs incurred by the City during the review period and beginning stages of the PID process until the escrow account is established; and
- c. A PID application packet, which should include:
 - i. A completed City of Tomball PID Application Form (Exhibit A);
 - ii. Letter from developer requesting consideration of a PID and summary of the special benefits to be received by the development;
 - iii. Evidence that the developer has the expertise, experience, necessary capital, and financial backing to complete the new development to be supported by the District financing. The developer must provide the City with adequate evidence of its committed and anticipated sources of funding to fund the balance of the improvements in the District not eligible to be funded by District issued financing;
 - iv. A site plan or general plan of development that outlines, at a minimum, land use and thoroughfare connections and is consistent with the City’s Comprehensive Plan, Strategic Plan, and all other City plans formally approved by City Council, as amended;
 - v. Identification of how the project will contribute to funding the expansion of arterial and connector streets, major collector roadways or highways, and trunk line utility infrastructure, as applicable when necessary to address the projected demand for services and the impacts of the development;
 - vi. Identify all project expenses and costs, including acquisition, construction, and any applicable long-term management cost;
 - vii. Sources and uses budget and project pro forma detailing projected cash flows over the life of the proposed District including other public sources, private financing, and developer equity contribution to the project;

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- viii. Demonstration of financial capability, solvency, and generally the necessary capital to meet project costs through project completion;
 - i. This could include, but is not limited to, at least three years of financial statements, complete sources and uses budget, and letters of credit or letters of support from bank or lending institutions.
- ix. Demonstration of previous experience developing similar scale and types of projects;
- x. Demonstration the proposed development is consistent with the zoning of the property;
 - i. Zoning for the proposed development must be in place prior to PID creation or concurrent with PID creation, at the discretion of the City; and
- xi. Indication of the estimated costs of proposed improvements, maximum assessment, maximum bond issuance, and maximum tax equivalent rate (in dollars, \$).

The City shall, upon reasonable prior written notice to the developer and during normal business hours, have the right to audit and inspect the developer’s records, books, and all other relevant records needed to make its assessment of the PID petition or application. The City, the developer, PID consultant, and any other necessary parties involved in the approval of the PID petition and financing, will agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, local or state laws or ordinances, or at the direction of the Attorney General.

VIII. Application Review – Amenity Priority Framework

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a. Purpose

The purpose of the Amenity Priority Framework is to provide a consistent, transparent method for evaluating proposed Public Improvement Districts (PIDs) based on the level of public benefit provided beyond minimum development requirements. The priority level assigned to a proposed PID will be used to inform staff’s recommendation to City Council regarding approval or denial of PID creation. All proposed amenities, regardless of priority level, must be consistent with adopted City master plans, comprehensive plans, mobility plans, parks plans, and other applicable policy documents.

b. Priority Levels

Proposed PID amenities shall be evaluation and assigned to one of the following priority levels:

- i. High Priority
- ii. Medium Priority
- iii. Low Priority

~~IX.~~

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<p>a. Priority Level Definitions</p> <p>A High Priority PID is one that provides enhanced development standards and/or significant public benefit that exceed minimum City requirements and advance adopted Master Plans.</p> <p>High Priority amenities may include, but are not limited to:</p> <ul style="list-style-type: none"> iv. Enhanced development standards (e.g. larger lot sizes, increased building or architectural standards) v. Community amenities such as parks, trails, open space, and recreational facilities vi. City-serving amenities such as: <ul style="list-style-type: none"> 1. Boulevard-style roadway improvements 2. Infrastructure upsizing beyond minimum requirements 3. Additional right-of-way dedication 4. Connectivity improvements (pedestrians, bicycle, or vehicular) vii. Amenities that demonstrate long-term public benefit beyond the boundaries of the PID <p>A Medium Priority PID is one that provides a moderate level of community or City amenities that exceed minimum requirements with select enhanced development standards and/or significant public benefit. This level requires inclusions of adopted Master Plans.</p> <p>Medium Priority amenities may include, but are not limited to:</p> <ul style="list-style-type: none"> viii. Select enhanced development standards that modestly exceed City minimum requirements <ul style="list-style-type: none"> 1. Enhancements are additive but not transformative ix. Limited community amenities such as: <ul style="list-style-type: none"> 1. Neighborhood-scale open space 2. Small park or trails <ul style="list-style-type: none"> a. Amenities primarily benefit PID residents x. Infrastructure improvements that: <ul style="list-style-type: none"> 1. Meet standards with minor enhancements 2. Provide limited upsizing or aesthetic upgrades xi. Connectivity improvements primarily internal to the development xii. Public benefits are largely localized to the development rather than an overall benefit to the City <p>A Low Priority PID is one that development is primarily focused on private improvements with limited to no community or City amenities beyond standard requirements. Development primarily funds baseline infrastructure and amenities required for the development, with minimal enhancements beyond City requirements. This level requires inclusions of adopted Master Plans.</p>			

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<p>Low Priority amenities may include, but are not limited to:</p> <ul style="list-style-type: none"> i. Infrastructure that largely meets minimum City standards ii. Maintenance-focused improvements iii. Limited or no community amenities iv. Amenities that primarily benefit private development with little or no public benefit <ul style="list-style-type: none"> 1. Amenities are primarily operational or maintenance-based for the future v. Minimal connectivity improvements beyond required access vi. Public benefit is limited in scope and duration vii. No meaning infrastructure upsizing or City-wide benefit <p>c. Priority Scoring Criteria Priority designation shall be determined using a point-based scoring system.</p> <p>Scoring Threshold:</p> <ul style="list-style-type: none"> i. High Priority: 75 points or greater ii. Medium Priority: 50-74 points iii. Low Priority: Below 50 points <i>(final thresholds subject to Council adoption)</i> <p>d. Scoring Matrix</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Consistency with Adopted Plans</td> <td>Demonstrates clear alignment with adopted master plans and City policy objectives</td> <td>Required/ Pass - Fail</td> </tr> <tr> <td>Enhanced Development Standards</td> <td>Larger lot sizes, increased building standards, or architectural requirements exceeding City minimums</td> <td>0-25</td> </tr> <tr> <td>Community Amenities</td> <td>Parks, trails, open space, recreational facilities accessible to residents and the public</td> <td>0-25</td> </tr> <tr> <td>Citywide Infrastructure Benefit</td> <td>Infrastructure upsizing, boulevards, or improvements exceeding minimum standards</td> <td>0-20</td> </tr> <tr> <td>Connectivity Improvements</td> <td>Enhanced pedestrian, bicycle, or vehicular connectivity beyond project limits</td> <td>0-10</td> </tr> <tr> <td>Long-Term Public Benefit</td> <td>Demonstrated benefit beyond PID boundaries or long-term City value (tax)</td> <td>0-20</td> </tr> </tbody> </table>				Category	Criteria	Points	Consistency with Adopted Plans	Demonstrates clear alignment with adopted master plans and City policy objectives	Required/ Pass - Fail	Enhanced Development Standards	Larger lot sizes, increased building standards, or architectural requirements exceeding City minimums	0-25	Community Amenities	Parks, trails, open space, recreational facilities accessible to residents and the public	0-25	Citywide Infrastructure Benefit	Infrastructure upsizing, boulevards, or improvements exceeding minimum standards	0-20	Connectivity Improvements	Enhanced pedestrian, bicycle, or vehicular connectivity beyond project limits	0-10	Long-Term Public Benefit	Demonstrated benefit beyond PID boundaries or long-term City value (tax)	0-20
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<p>e. Evaluation and Recommendation Process</p> <ul style="list-style-type: none"> i. Staff shall evaluate proposed PID amenities using the adopted scoring matrix. ii. Only proposals consistent with adopted master plans shall be scored. iii. The resulting priority level and score shall be presented to City Council as part of the PID creation request. iv. The priority level assigned shall serve as the basis for the staff's recommendation for approval or denial of the proposed PID. <p>XX-IX. Professional Services Reimbursement Agreement & Deposit</p> <p>If, during the initial review of the application, the City determines that it will proceed to pursue creation of a PID or the City determines it is its best interest to establish a PID, a professional services reimbursement agreement will be entered into with the applicant. The professional services reimbursement agreement will require the applicant to deposit funds with the City to pay for City staff time, third-party consultants, including but not limited to, legal study analysts, City Attorney, bond counsel, financial advisors, PID consultants/administrators, trustees, underwriters, appraisers, and market study analysts. The payment of such fees is not a guarantee that the City will approve the PID. The costs a Petitioner will pay include but are not limited to:</p> <ul style="list-style-type: none"> a. Reviewing the PID petition and application; b. Publishing required legal notices; c. Preparation and review of creation proceedings and levy of assessments; d. Cost of the appraisal and reviewing the appraisal, the feasibility study, and engineering report including the cost of services provided by City consultants, attorneys, bond counsel, financial advisors and PID consultant or administrator; e. Preparation of the initial Service and Assessment Plan (SAP) by a third party PID Administration Firm or PID Consultant engaged by the City; f. Bond Issuance; g. Review and approval of plans for and inspection of construction of PID improvements; not including fees paid for review and inspection required by the City's Code of Ordinances, as amended; and h. Procurement of contracts for PID administration and operation, collection of assessments, foreclosures or other similar matters. <p>The initial deposit made by the applicant shall be \$50,000. The applicant is required to make an additional \$25,000 deposit will be required anytime the deposit balance reaches \$10,000. Certain unused balances will be returned to the applicant. The applicant may be eligible to be reimbursed these costs through bond proceeds or PID assessments as applicable. The PID deposit are in addition to administrative costs associated with the PID, the cost of bond issuance, and the PID application fee.</p>			

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**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

SUBJECT DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS	NUMBER: 18	EFFECTIVE DATE: September 19, 2022	PAGE 85 OF 158
	REVISED: September 19, 2022	APPROVED BY CITY MANAGER: September 19, 2022	
	SUPERSEDES: March 21, 2022	APPROVED BY CITY COUNCIL: September 19, 2022	

IX. Development Agreement

The City Council will not take any action to commence the creation of a PID prior to the approval of a final development agreement governing the proposed development.

The following shall be provided to the City prior to the preparation of a development agreement (if not already provided as part of application packet):

- a. The basic terms and conditions of the creation of the PID, including the provision of special conferred benefit;
- b. Indication of the estimated costs of proposed improvements, maximum assessment, maximum bond issuance, and maximum tax equivalent rate;
- c. A section that clearly identifies the benefit of the PID to the affected property owners and to the City as a whole;
- d. The petitioner’s qualifications and previous experience with real estate development, financing of the development, prior PIDs, etc.;
- e. A legal description of the boundaries of the proposed PID, a map of the proposed PID boundaries that is suitable for publication in legal notices, and a “commonly known” description of the area to be included in the PID;
- f. Description of all City-owned land within the PID as well as its proposed share of project costs;
- g. A current tax roll of owners in the PID;
- h. Any plan for phasing of both real estate development supported by the PID and construction of public improvements in the PID including a breakdown between major improvements serving large areas of the entire PID vs. phase-specific improvements; and
- i. A sunset clause and a pre-executed petition to dissolve the PID by the landowner in the case the project has not obtained a grading permit within three years.

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**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

SUBJECT DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS	NUMBER: 18	EFFECTIVE DATE: September 19, 2022	PAGE 62 OF 185
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X. Additional Requirements

The following additional requirements must be met by applicants:

- a. Plans for the proposed development shall be prepared and reviewed by the City in compliance with the City’s development ordinances regarding land use, development, infrastructure design, permitting, and inspections. Applicants shall seek City development approvals prior to the commencement of any construction;
- b. Property in the PID owned by the City shall not be subject to PID assessments. Property in the PID owned by another governmental entity may be assessed only pursuant to an inter-local agreement between the entity and the City;
- c. The PID may not finance improvements or services that would not be accessible to the general public;
- d. The City’s ongoing administrative and operational costs related to an approved PID, such as collection of PID assessments, review and approval of Service and Assessment Plan updates, and other costs shall be reimbursed from PID assessments. The City’s costs will be determined on an annual basis;
- e. Administration and management of ongoing PID responsibilities, such as preparations and updating of the Service and Assessment Plan, issuance of notices for annual City Council action on the Service and Assessment Plan, operation and maintenance of PID improvements, and other related matters shall be paid by PID assessments and performed by a third-party firm under contract with the City;
- f. The City will use PID bond proceeds only to pay or reimburse the cost of PID improvements that have been designed and constructed to the applicable standards, and accepted for maintenance, or otherwise approved by the governmental entity responsible for them; and
- g. In the event of default under the terms of a PID financing agreement, the City shall, after providing notice and an opportunity to cure, have the right to capture reimbursements to complete development of public infrastructure.
- ~~g. The Developer shall install and maintain signage at the entrance(s) of the development identifying the area as a Public Improvement District.~~

If minimum any of the minimum requirements of this Policy cannot be met, an explanation of why the requirements cannot be met and alternatives provided to meet or exceed the requirements must be submitted.

XI. City Consultants

The City will independently select a Bond Counsel, Financial Advisor, PID Administrator, Trustee and Market Study Analyst. With input by the Developer, the City will select an Underwriter and Appraiser. The City’s PID Administrator, in conjunction with the developer’s PID Consultant, will draft the Service and Assessment Plan and prepare all annual updates

XII. Collection of Assessments

Prior to the levy of assessments, the City will enter into an agreement with Harris County to include the annual PID installments on the Harris County Tax Bill.

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**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

SUBJECT DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS	NUMBER: 18	EFFECTIVE DATE: September 19, 2022	PAGE 710 OF 185
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XIII. ~~Maximum~~ Assessments

~~The annual PID installment shall not exceed an amount that increases the expected total equivalent tax rate upon buildout above \$0.96 per \$100 of assessed value for a 15-year PID and \$0.48 per \$100 of assessed value for a 30-year PID, with preference given to developments with a lower assessment.~~ Applicants are encouraged to keep the equivalent tax rate as low as feasible for the development. A true-up calculation will be performed at each bond issuance and upon filing of a final plat to ensure that the maximum assessment is not exceeded, which may result in a mandatory prepayment from the developer.

XIV. Assessment Term/Bond Term

The maximum term of a PID assessment is not to exceed 30 years, with a \$0.48 per \$100 assessment cap, or 15 years with a \$0.96 assessment cap, and the assessment term must equal the bond term (if applicable).

XV. Finance Limitations for Special Assessment Revenue Bond Issuance (PID Bonds)

The City may issue PID Bonds solely for the purposes of acquiring, reimbursing or constructing authorized Improvements. The Developer may request issuance of PID Bonds by filing with the City a list of the authorized improvements to be funded with the PID Bonds and the estimated costs of such authorized improvements. The Developer acknowledges that the mandatory PID Professional Service Reimbursement Agreement obligates the Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to all of the following conditions.

The following performance standards shall apply to PID bonds:

- ~~a. To receive consideration by and approval from the City for PID financing through a bond to facilitate a residential development, the proposed boundaries of the development shall be no less than 50 acres;~~
- ~~b. Minimum appraised value to lien ratio of 3:1;~~
- c. Maximum of two years capitalized interest for each bond issuance;
- d. No annual assessment increases once assessments are levied. Assessments for future phases will remain competitive with original phases and lot types as defined in the SAP;
- ~~e. All improvements to be funded with PID bonds must be fully engineered and bid. A competitive bidding process with at least three bids will be required; and~~
- f. Developer is required to demonstrate committed capital in the form of cash deposit to the City with an amount confirmed by an engineer's opinion of probable cost, which represents the difference between budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds.

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**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

SUBJECT DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS	NUMBER: 18	EFFECTIVE DATE: September 19, 2022	PAGE 811 OF 185
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The following additional considerations and limitations will apply when a developer requests PID bonds:

- a. A developer or landowner may request the issuance of PID bonds in advance of construction of an individual phase of a development subject to compliance with these standards. All such PID bond issues will be subject to approval of the City Council;
- b. No General Obligation Bonds or Certificates of Obligation bonds will be utilized by the City to directly or indirectly pay, or guarantee payment of, PID bonds;
- c. If in any calendar year the City issues bonds that would constitute a bank qualified debt issuance but for the issuance of the PID bonds, then the developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City;
- d. All PID bond issues, if any, will be subject to approval by the City Council;
- e. If the City Council authorizes the issuance of PID bonds, the City shall issue all such PID bonds in accordance with the protocols and procedures adhered to by the City's Director of Finance for issuing long-term debt instruments including tax notes and bonds;
- f. Special assessments on any given portion of the property may be adjusted in connection with subsequent bond issues as long as an agreed-upon maximum annual assessment rate is not exceeded, and the special assessments are determined in accordance with the SAP and the PID Act. Special assessments on any portion of the property will bear a direct proportionate relationship to the special benefit of the public improvements to that improvement area. In no case will the maximum assessment be increased for any parcel unless the property owner of the parcel consents to the increased assessment;
- g. The City shall not be obligated to provide any funds for any improvement except from the proceeds of the PID bonds and PID assessments;
- h. The City's cost of reviewing a developer payment request from PID bond proceeds, including City staff time and third-party consultant costs, shall be netted out of the amount paid to the developer or paid from the administrative expense of the collection costs portion of the assessment;
- i. Each PID bond indenture will clearly state that all debt service payments for the PID bonds shall be payable solely from and secured by the pledged assessments levied against properties within the PID or funds held under a bond indenture for such purposes, and that the City will have no obligation to make debt service payments for the PID bonds from any other sources;
- j. A PID will be responsible for payment of all the City's reasonable and customary costs and expenses including the cost of any appraisal;
- k. Any new money PID bonds issued will include a Reserve Fund in an amount to be determined;
- l. Pursuant to the PID Act, the interest rate for assessments may exceed the interest rate of the bonds by no more than one half of one percent (0.50%);
- m. All developers and significant landowners will provide any required continuing disclosure obligations associated with the issuance of PID bonds as required under the respective bond indenture or any other Page 6 regulatory agreement or regulatory agency. Failure to abide by continuing disclosure requirements may limit access to proceeds and/or future bond issues;

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**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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- n. Developer is required deposit cash with the City or a bond trustee on or prior to the sale date of the PID bonds in an amount confirmed by an engineer's estimate of probable cost, which represents the difference between the budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds;
- o. During a material event of default by the developer under the terms of any agreement between the developer and the City relating to the PID or the property within the PID, the City shall, after providing notice and opportunity to cure, have the right to recapture reimbursements and/or terminate its obligations to the developer;
- p. All construction of improvements is subject to City review and approval and if applicable, provisions shall be made for dedication to City or to another appropriate governmental entity, as authorized by law;
- q. Improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003(b); and
- r. Any trails, parks, streets or other public amenities that are located within a gated community or otherwise inaccessible location to the general public may not be funded or reimbursed by the PID.

XVI. Disclosure to Homeowners

- To satisfy disclosure to homeowners, the City will require the petitioner to comply with the following:
- a. Landowner Consent or Agreement to be recorded in the Official Public Records of Harris County;
 - b. Signage at major entryways and exits;
 - c. Signage and information flyers in any sales centers within the PID that include:
 - a. Frequently Asked Questions;
 - b. Total Assessment;
 - c. Average Annual Installment; and
 - d. Equivalent Tax Rate.
 - d. Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City; and
 - e. Developer contracts with homebuilders must require the homebuilder to disclose the PID on any MLS listing.

XVII. XVII. PID Administration and Management

The City will contract with an outside consultant to administer the PID and to bill, collect, and track PID assessments. This cost will be considered a reimbursable project cost and shall be included in the PID Service and Assessment Plan.

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**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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XVIII. Miscellaneous

- ~~a. This PID policy does not bind the City Council to approve, authorize or create a PID or take any related action. PID creation, PID bond issuance and all related matters are legislative acts solely with the discretion of the City Council.~~
- ~~b. Any requests for adjustments, exceptions, or waivers to this policy must be reviewed and approved by the City Council of the City of Tomball.~~
- ~~c. No public official or employee shall be personally responsible for any liability arising under or growing out of any approved PID. Any obligation or liability of the developer whatsoever that may arise at any time under the approved PID or any obligation or liability which may be incurred by the developer pursuant to any other instrument, transaction or undertaking as a result of the PID shall be satisfied out of the assets of the developer only and the City shall have no liability.~~

XIX. Council Discretion

~~Nothing in this policy shall limit City Council's discretion to approve or deny a PID. This PID policy does not bind the City Council to approve, authorize or create a PID or take any related action. PID creation, PID bond issuance and all related matters are legislative acts solely with the discretion of the City Council.~~

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**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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**CITY OF TOMBALL
PUBLIC IMPROVEMENT DISTRICT POLICY
AS ADOPTED BY CITY COUNCIL ON ~~SEPTEMBER 19, 2022~~**

I have read and understand this policy.

Signature

Date

Printed Name

(Please sign and date this page and return to the Project Manager)

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**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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**City of Tomball
Public Improvement District (PID) Application**

APPLICANT INFORMATION

Name: _____ Title: _____

Mailing Address: _____

Phone: _____ Email: _____

Please attach additional applicant information as necessary.

OWNER INFORMATION

Name: _____ Title: _____

Mailing Address: _____

Phone: _____ Email: _____

PROJECT INFORMATION

Description of Proposed Project: _____

Physical Location of Property: _____

HCAD Identification No.: _____ Acreage: _____

Current Use of Property: _____

Proposed Use of Property: _____

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

SUBJECT DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS	NUMBER: 18	EFFECTIVE DATE: September 19, 2022	PAGE 13-16 OF 1518
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PID CONSIDERATIONS

Please mark which consideration from the “Development Policy for Special Financing Districts” the PID request adheres to below. Please attach documentation and/or a detailed justification as to how the PID meets the criteria selected. .

1. Generates economic and superior development benefits to the City beyond what normal development would generate.

2. Provide for improvements in the public right of way (e.g. entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage, etc.)

3. Meet community needs (e.g. enhanced drainage improvements, parks and off-street public parking facilities, pedestrian connectivity, water and wastewater on or off-site improvements) including without limitation development’s pro-rate share of the regional facilities and services.

4. Implement City of Tomball master plans, including water, wastewater, parks, and trails.

5. Increase or enhance the City’s transportation and roadway plans.

6. Exceed development requirements in the City, including but not limited to enhanced architectural standards, enhanced landscaping, enhanced amenities, and provide for the superior design of lots or buildings.

7. Preserve and protect natural amenities and environmental assets such as lakes, trees, creeks, ponds, floodplains, slopes, hills, and wildlife habitats.

8. Willing to annex into the City of Tomball, if applicable, in exchange for the creation of a PID.

9. Provide a unique or special development to the Tomball community (e.g. amenity centers, play areas, pools, picnic facilities, multi-purpose trails.)

10. Have the support of 100% of the owners of the property within the PID.

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REQUIRED ATTACHMENTS

- _____ Completed PID petition
- _____ Non-refundable payment of PID Application Review Fee
- _____ Letter from Developer/Applicant requesting consideration of PID
- _____ General summary and description of proposed development
- _____ Site plan or general plan that shows land use and thoroughfare connections
- _____ Demonstration of how the development is in compliance with the City's Comprehensive Plan and Future Land Use Plan
- _____ Demonstration of how the proposed development is in compliance with the zoning of the property
- _____ Description of any amenities for the proposed development
- _____ Description of any elevated design and landscaping standards for the proposed development
- _____ Summary of special benefits to be received by the development
- _____ Evidence the developer has the expertise, experience, necessary capital, and financial backing to complete the new development to be supported by the District financing
- _____ Identify all project expenses and costs, including acquisition, construction, and any applicable long-term management cost
- _____ Description and preliminary estimate of public infrastructure included with development (include both developer-funded and proposed PID-funded elements)
- _____ Propose total assessment and tax rate equivalent
- _____ Description of any property that will be subject to or exempt from assessments
- _____ Any additional information which you believe would be necessary for the City to evaluate the proposed project.

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ACKNOWLEDGEMENT

I, _____, certify that the information on this form and included in the attached City of Tomball PID Application is true and correct to the best of my knowledge and the undersigned is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in possible delays and/or denial.

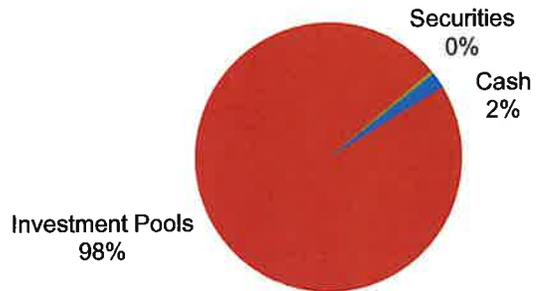
Signature of Applicant: _____ Date: _____

Signature of Owner: _____ Date: _____

CITY OF TOMBALL QUARTERLY INVESTMENT REPORT December 31, 2025

	Market Value		Change
	9/30/2025	12/31/2025	
Cash	\$ 2,256,004	\$ 2,694,878	\$ 438,874
Investment Pools	149,256,268	139,286,039	(9,970,229)
Securities	501,122	500,956	(166)
Total Portfolio	\$ 152,013,394	\$ 142,481,873	\$ (9,531,521)

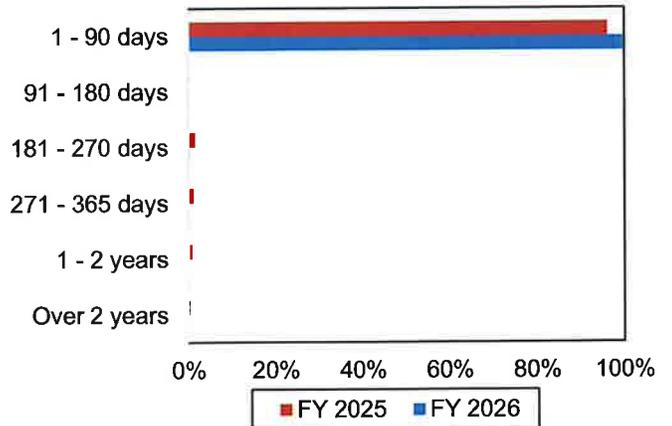
**Diversification by Type
as of December 31, 2025**



Safety of principal is the first priority of any Public investing portfolio. The City of Tomball invests in securities of federal, state and local governments, and investment pools. These investments are in securities with a rating of A-1/P-1 or higher and pools with Standard & Poor's highest rating of AAAm. Our charter requires that we maintain reserves of no less than 90 days and no more than one year of the current budgeted expenditures. The City currently has reserves in excess of the charter requirement.

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 141,980,917	99.6%
91 - 180 days		0.0%
181 - 270 days	500,956	0.4%
271 - 365 days		0.0%
1 - 2 years		0.0%
Over 2 years		0.0%
Total Portfolio	\$ 142,481,873	

**Diversification by Maturity
as of December 31, 2025**



Ensuring adequate liquidity is available to cover all expenditures is the second priority of any public investing program. The City staff forecasts cash flow and matches the maturity of investments with future cash needs. A portion of funds are kept in overnight investments as a buffer for any unexpected expenditures. These overnight investments (TexPool, Texas CLASS) have been performing according to market in terms of yield as well as providing liquidity.

This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.

Bragg Farmer
Finance Director

BALANCES PER STATEMENT

Fund	December		November		October	
	Texpool Accounts	44,278,318.19	Texpool Accounts	46,308,290.55	Texpool Accounts	46,699,049.52
	449/2563300004	-	-	-	-	-
	590/2563300004	-	-	-	-	-
	590/2563300012	-	-	-	-	-
	590/2563300014	-	-	-	-	-
	590/2563300015	3,299,186.42	3,288,022.54	3,276,956.80		
	TOTAL	47,577,504.61	49,596,313.09	49,976,006.32		
		Texas CLASS	Texas CLASS	Texas CLASS	Texas CLASS	
	TX-01-0458-0001	27,485,599.94	18,482,005.47	18,419,730.55		
	TX-01-0458-0003	13,968,483.50	16,627,037.53	16,571,012.89		
	TX-01-0458-0004	18,371,582.30	24,515,317.78	24,432,713.66		
	TX-01-0458-0005	30,590,299.91	30,487,367.86	30,384,640.91		
	TX-01-0458-0006	1,292,568.85	1,288,219.53	1,283,878.90		
	TOTAL	91,708,534.50	91,399,948.17	91,091,976.91		
		Wells Fargo Accounts	Wells Fargo Accounts	Wells Fargo Accounts	Wells Fargo Accounts	
	Operating	2,466,736.09	1,381,722.41	5,054,167.93		
	Payroll	-	-	-		
	Insurance Trust	43,128.54	36,998.24	18,972.26		
	Grants	4,756.85	4,756.85	4,756.85		
	ARP	-	-	-		
	Legacy	180,256.66	180,256.66	180,256.66		
	TOTAL	2,694,878.14	1,603,734.16	5,258,153.70		
		Simmons Bank	Simmons Bank	Simmons Bank	Simmons Bank	
	Public Fund MMKT	-	-	-		
		139,286,039.11	140,996,261.26	141,067,983.23		

**CITY OF TOMBALL
INVESTMENT PORTFOLIO SUMMARY**

December 31, 2025

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
Beginning of period	\$ 500,000	\$ 500,956	100.19%	3.290%	5.03%
Purchases	-	-			
Maturities/Calls	-	-			
Change in Value	-	0			
End of period	\$ 500,000	\$ 500,956	100.19%	4.000%	5.09%

**Benchmark security is the One-year U. S. Treasury Bill

Weighted average maturity of the portfolio at quarter end is the following number of days: 213

City Council Meeting Agenda Item Data Sheet

Meeting Date: March 2, 2026

Topic:

Presentation to Resale with a Purpose

Background:

The Tomball Lodge will present Resale with a Purpose with a Community Builders Award.

Origination: Mayor

Recommendation:

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

Shannon Bennett, Assistant City
Secretary _____

FUNDING (IF APPLICABLE)

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

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

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

Signed _____
Staff Member Date

Approved by _____
City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: February 16, 2026

Topic:

- Certificate of Recognition

Background:

Origination: Mayor

Recommendation:

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

Shannon Bennett, Assistant City
Secretary _____

FUNDING (IF APPLICABLE)

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

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

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

Signed _____
Staff Member Date

Approved by _____
City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: March 2, 2026

Topic:

Upcoming events:

- March 12, 2026 – Kaffeeklatsch from 8:30 – 10:00 a.m. at Tomball Community Center
- March 14, 2026 – 2nd Saturday at the Depot from 5:00 – 9:00 p.m. at Tomball Depot Plaza
- March 21, 2026 – Choo Choo Chow Down from 11:00 a.m. – 5:00 p.m. at Tomball Depot Plaza
- March 28-30, 2025 – Tomball German Heritage Festival from 6–10 p.m. (Friday), 10 a.m. – 10 p.m. (Saturday), and 10 a.m. – 6 p.m. (Sunday) at 100–400 blocks of Market St.

Background:

Origination: Marketing Department

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 2, 2026

Topic:

Adopt, on Second Reading, Ordinance No. 2026-02, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning from Single-Family Residential (SF-20) to Industrial (I) on Lots 374 and 375 of Corrected Map of Tomball Outlots; two lots containing approximately 10.05 acres of land located south of the southeast intersection of Medical Complex Drive and South Persimmon Street (1631 South Persimmon Street), within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Origination: Tompark Developers LLC

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING FROM SINGLE-FAMILY RESIDENTIAL (SF-20) TO INDUSTRIAL (I) ON LOTS 374 AND 375 OF CORRECTED MAP OF TOMBALL OUTLOTS; TWO LOTS CONTAINING APPROXIMATELY 10.05 ACRES OF LAND LOCATED SOUTH OF THE SOUTHEAST INTERSECTION OF MEDICAL COMPLEX DRIVE AND SOUTH PERSIMMON STREET (1631 SOUTH PERSIMMON STREET), WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Tompark Developers LLC requested a zone change from Single-Family Residential (SF-20) to Industrial (I) on Lots 374 and 375 of Corrected Map of Tomball Outlots; two lots containing approximately 10.05 acres of land located south of the southeast intersection of Medical Complex Drive and South Persimmon Street (1631 South Persimmon Street). The applicant is requesting to allow for the property to be developed for any use permitted within the Industrial Zoning District; and

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

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

Whereas, the City Council deems it appropriate to grant a rezoning to the Industrial (I) District.

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

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

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

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

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

FIRST READING:

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

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

SECOND READING:

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

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

LORI KLEIN QUINN, Mayor

ATTEST:

Thomas Harris III
City Secretary

Exhibit "A"

Location: 1631 South Persimmon Street, within the City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
FEBRUARY 9, 2026
&
CITY COUNCIL
FEBRUARY 16, 2026**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, February 9, 2026, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, February 16, 2026, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z26-01: Request by Kyle Burts to consider a zone change from Multifamily Residential (MF) to Commercial (C) on a 0.986 acre tract and a 0.512 acre tract of the Joseph House Survey ABST No. 34; two tracts containing approximately 1.498 acres of land located at the southwest intersection of West Hufsmith Road and North Cherry Street (307 West Hufsmith Road). The applicant is requesting to allow for the property to be developed for any use permitted within the Commercial Zoning District.

Zoning Case Z26-02: Request by Tompark Developers LLC to consider a zone change from Single-Family Residential (SF-20) to Industrial (I) on Lots 374 and 375 of Corrected Map of Tomball Outlots; two lots containing approximately 10.05 acres of land located south of the southeast intersection of Medical Complex Drive and South Persimmon Street (1631 South Persimmon Street). The applicant is requesting to allow for the property to be developed for any use permitted within the Industrial Zoning District.

Zoning Case Z26-03: Request by Anthony James Corp to consider a zone change from Planned Development District - 3 (PD-3) to Planned Development District - 21 (PD-21), which shall be known as PD-21, with a final concept plan and development narrative on Lots 1, 2, 4, 5, 6, and 7, Block 1 and Lots 1, 2, 3, 4, 5, and 6, Block 2 of Chestnut Business Park; and Lot 3, Block 1 of Replat of Lot 3 Chestnut Business Park; and Lot 1, Block 1 of Gomez Subdivision; 14 total lots containing approximately 16.35 acres of land located along Chestnut Business Park Drive, South Chestnut Street; south of Timkin Road (711 South Chestnut Street). The applicant is requesting to allow for the expansion of an existing business within the business park.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Planning Division, at (281) 290-1477 or at planning@tomballtx.gov.

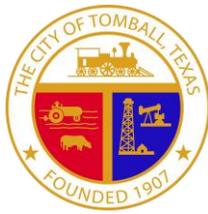
CERTIFICATION

I hereby certify that the above notice of the meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 3rd day of February 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

Benjamin Lashley

Benjamin Lashley
Assistant City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z26-02

1/21/2026

The Planning & Zoning Commission will hold a public hearing on **February 9, 2026 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Tompark Developers LLC to consider a zone change from Single-Family Residential (SF-20) to Industrial (I) on Lots 374 and 375 of Corrected Map of Tomball Outlots; two lots containing approximately 10.05 acres of land located south of the southeast intersection of Medical Complex Drive and South Persimmon Street (1631 South Persimmon Street). The applicant is requesting to allow for the property to be developed for any use permitted within the Industrial Zoning District.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning**. The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **February 16, 2026 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

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

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

CASE #: Z26-02

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

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

Name:
Parcel I.D.:
Address:

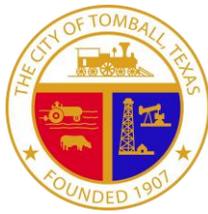
Email: planning@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: _____

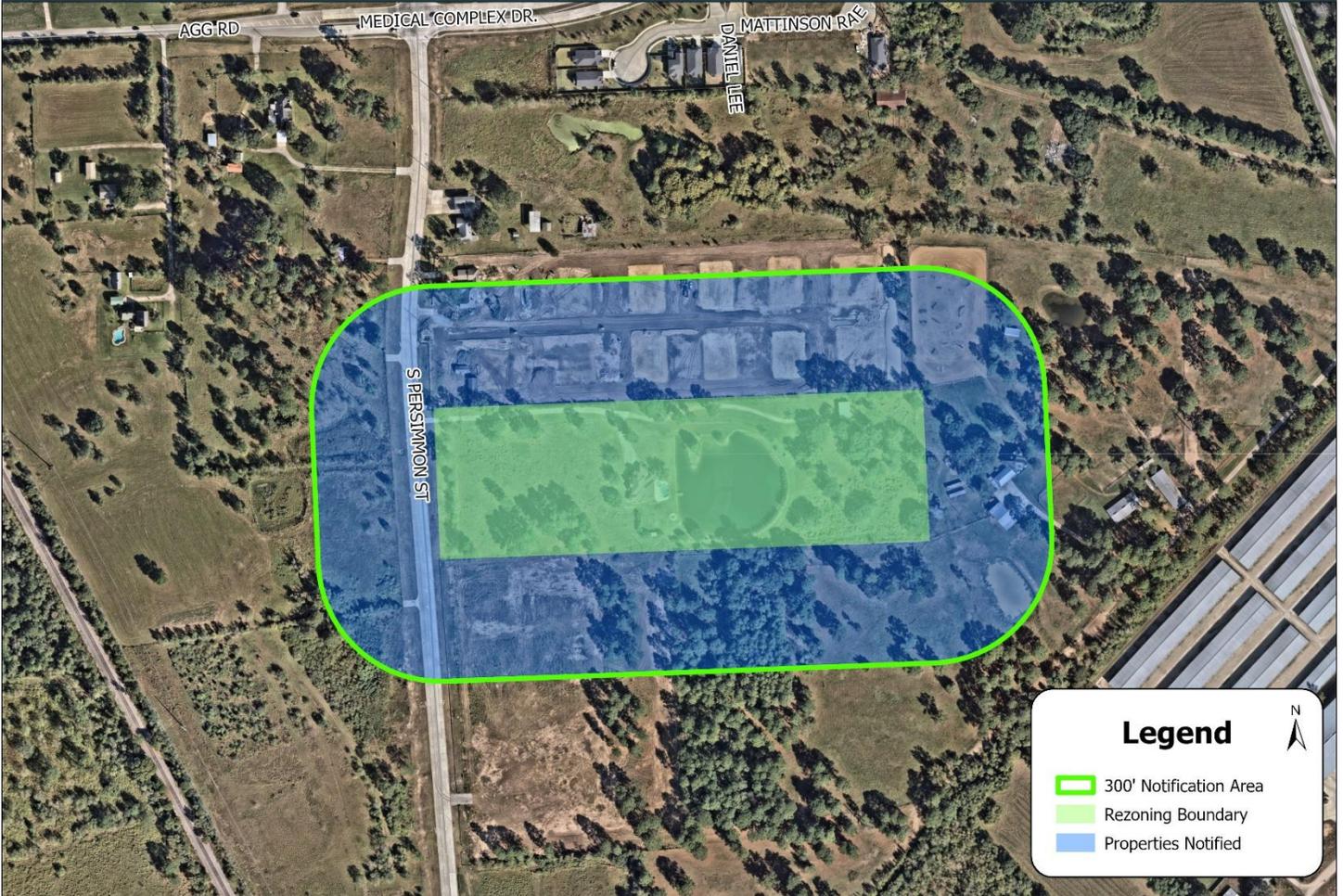


City of Tomball
Community Development Department

Z26-02



Notification Boundary



For the PLANNING & ZONING COMMISSION

Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z26-02

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

Name: MICHEL MELVIN E & TRACY A
Parcel I.D.: 0352920000374
Address: 21725 HUFSMITH KOHRVILLE RD

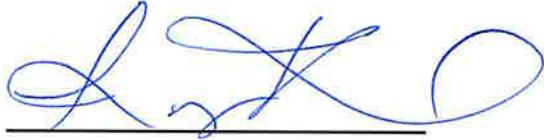
Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: planning@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: 

501 James Street • TOMBALL, TEXAS 77375



**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: February 9, 2026
City Council Public Hearing Date: February 16, 2026

Rezoning Case: Z26-02

Property Owner(s): Tompark Developers LLC

Applicant(s): Tompark Developers LLC

Legal Description: Request by Tompark Developers LLC to consider a zone change from Single-Family Residential (SF-20) to Industrial (I) on Lots 374 and 375 of Corrected Map of Tomball Outlots

Location: South of the southeast intersection of Medical Complex Drive and South Persimmon Street (1631 South Persimmon Street) (Exhibit “A”)

Area: 10.05 acres

Comp Plan Designation: Business Park and Industrial (Exhibit “B”)

Present Zoning: Single-Family Residential – 20 (SF-20) District (Exhibit “C”)

Request: Rezone from the Single-Family Residential – 20 (SF-20) to the Industrial (I) District.

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Industrial (I)	Office/warehouse business park (under construction)
South	Industrial (I)	Office/warehouse business park (under construction)
East	Industrial (I)	Large single-family estate and undeveloped land
West	Single-Family Residential – 20 (SF-20)	Undeveloped Land

BACKGROUND

The subject property has been within the City of Tomball’s SF-20-E zoning district since the adoption of zoning in February 2008. The property contains a single-family residence with an accessory structure. Recent zoning cases in the area include the successful rezoning into the Industrial (I) district by the properties directly to the north, east, and south in 2023, 2024, and 2025 respectively.

ANALYSIS

Comprehensive Plan Analysis: The property is designated as “Business Park and Industrial” by the Comprehensive Plan’s Future Land Use Map. The Business Park and Industrial designation is intended to be located near adequate thoroughfares which provide convenient access for vehicular traffic including freight.

Staff Review Comments: The request to rezone the subject property to Industrial (I) is in conformance with the Future Land Use Plan. Furthermore, the subject property has frontage on South Persimmon Street which is designated as an arterial roadway on Tomball’s Major Thoroughfare Plan. Roadways such as this are designed to accommodate the volume and character of traffic that can be expected within the Industrial district. The request is consistent with the uses and zoning of the surrounding area.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on January 21, 2026. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

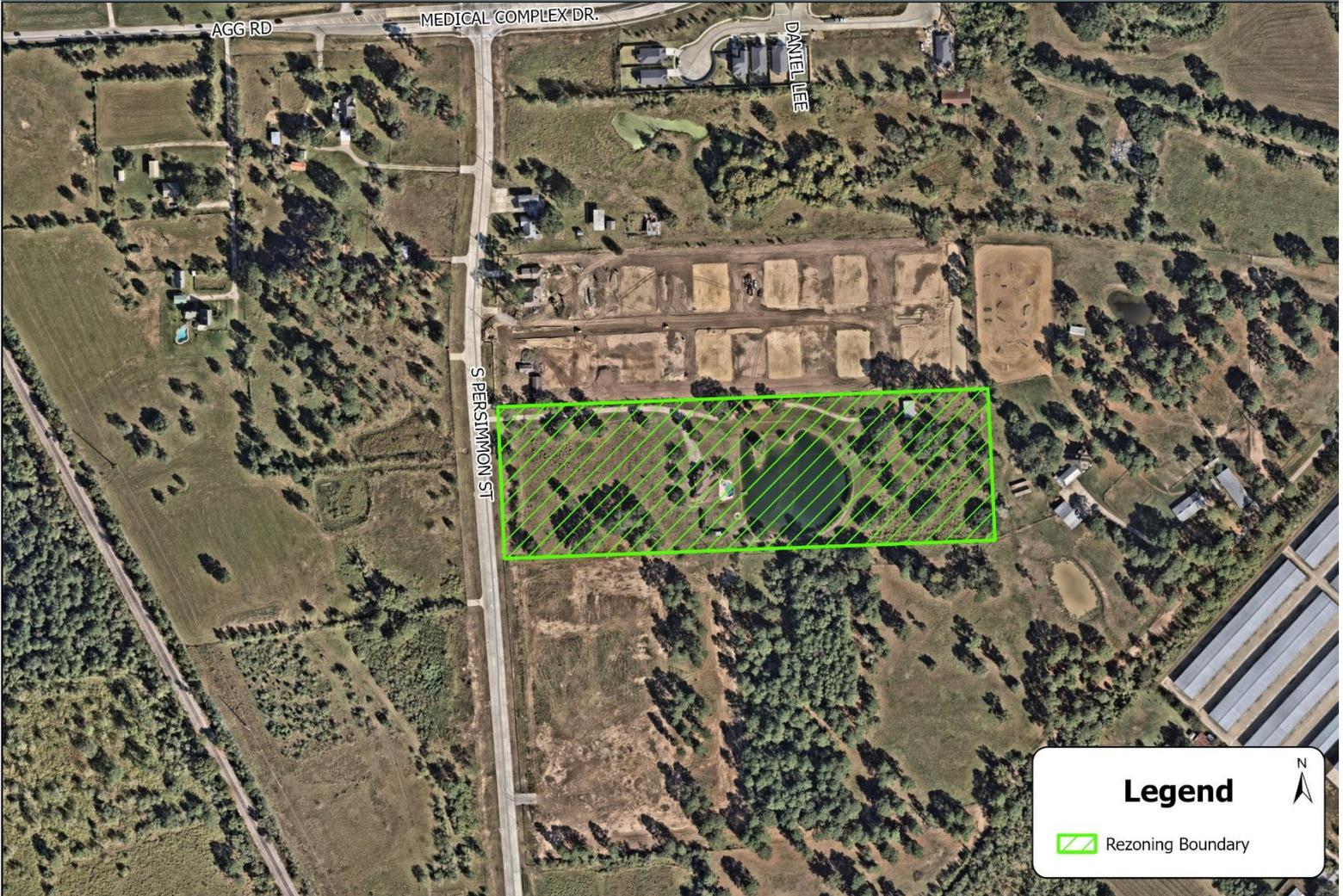
EXHIBITS

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

Exhibit "A"
Aerial Location Map



Location



Legend 

 Rezoning Boundary

Exhibit "B"
Future Land Use Plan



Future Land Use

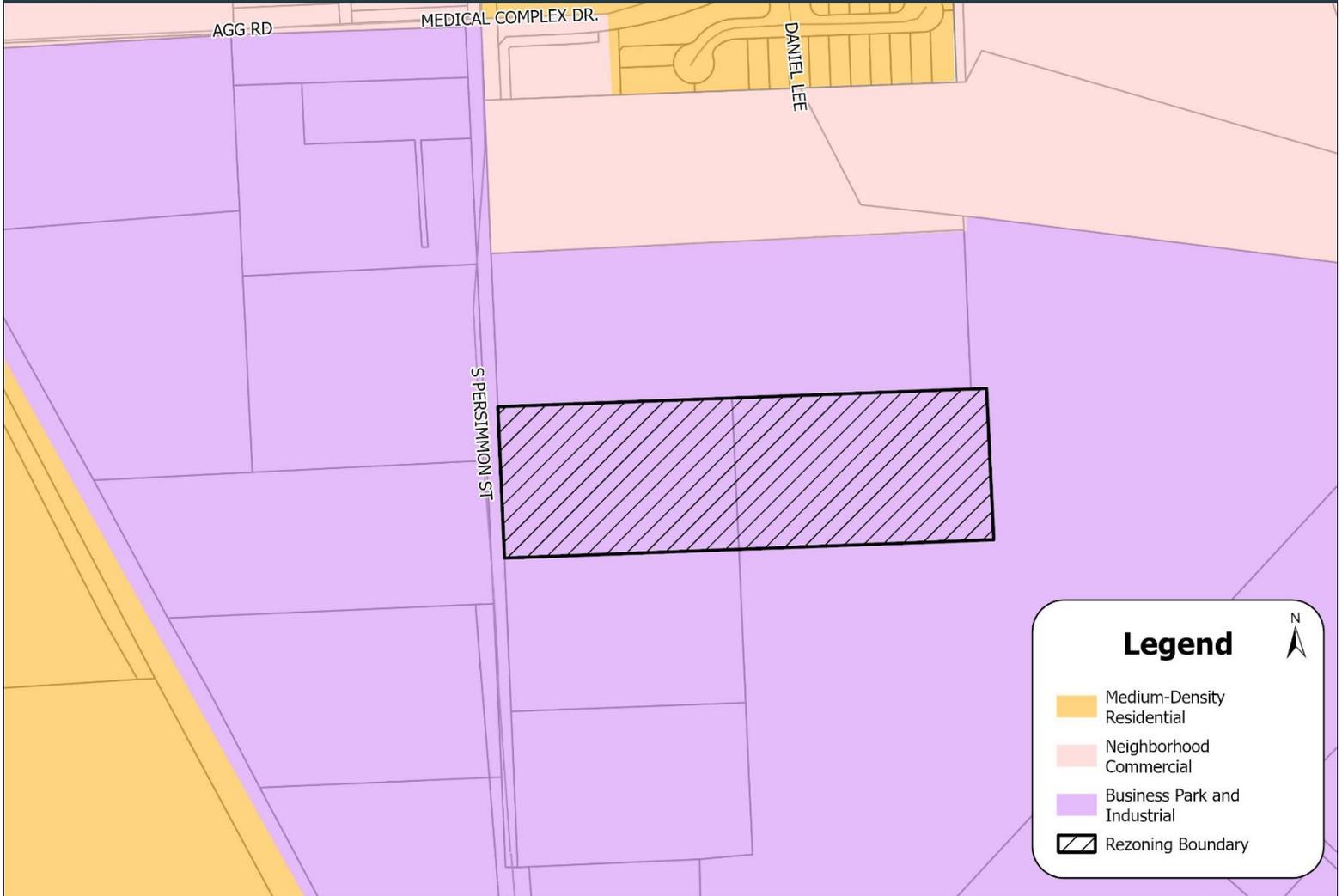
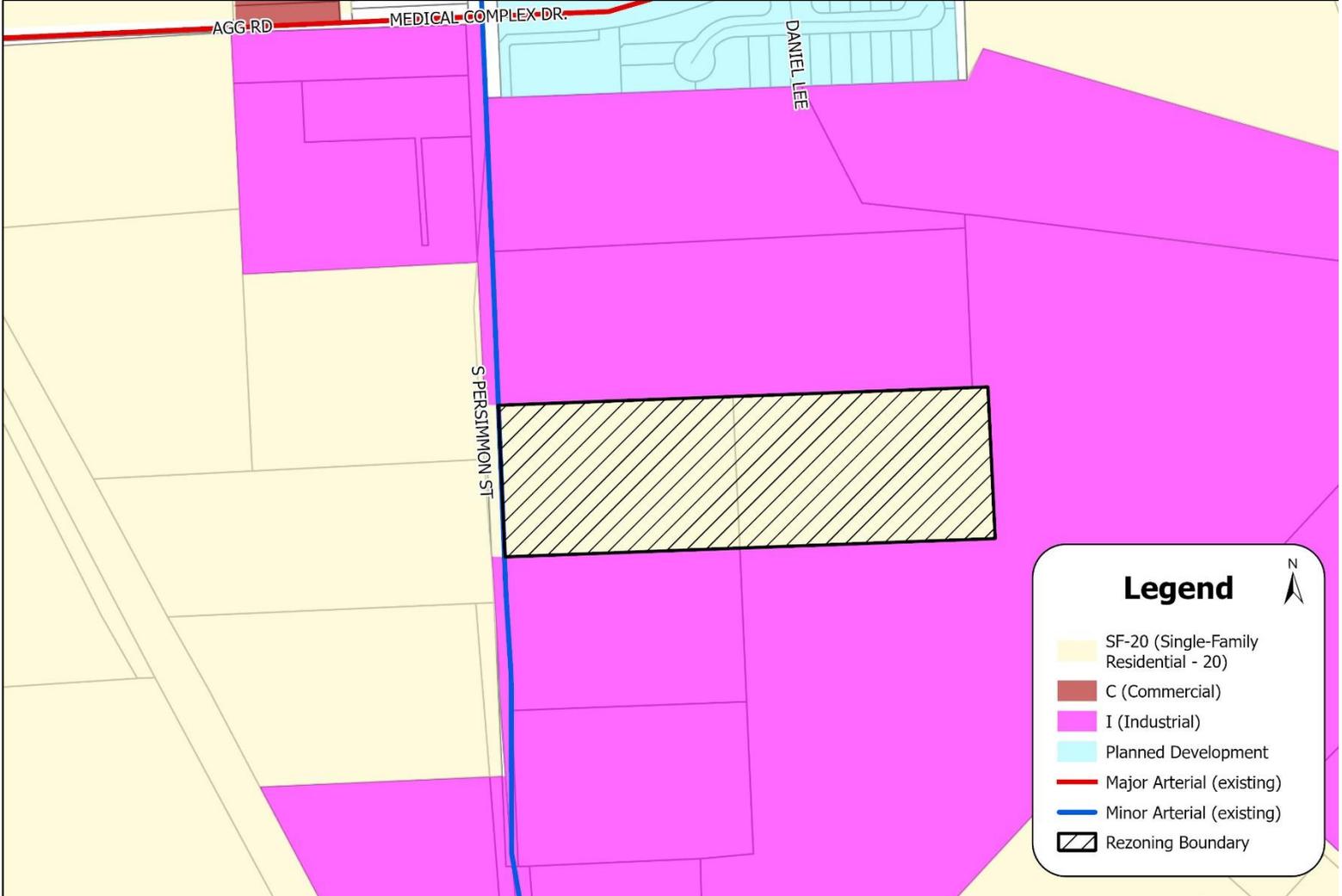


Exhibit "C"
Zoning Map



Zoning



Legend 

-  SF-20 (Single-Family Residential - 20)
-  C (Commercial)
-  I (Industrial)
-  Planned Development
-  Major Arterial (existing)
-  Minor Arterial (existing)
-  Rezoning Boundary

Exhibit "D"
Site Photo(s)

Subject Property (East)



Neighbor (North)



Neighbor (South)



Neighbor (West)



Exhibit "E"
Rezoning Application

Revised: 08/25/2023



APPLICATION FOR RE-ZONING
Community Development Department
Planning Division

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

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

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: Interplan Associates, Inc Title: Designer
Mailing Address: 10930 W. Sam Houston Pkwy. N, STE 550 City: Houston State: Texas
Zip: 77064 Contact: Carlos Chavez
Phone: (713) 337-0711 Email: info@interplanassociates.com

Owner

Name: Tompark Developers LLC Title: _____
Mailing Address: 23727 Norton House Lane City: Katy State: Texas
Zip: 77493 Contact: Marcos Patronelli
Phone: () Email: marcospatronelli@gmail.com

Engineer/Surveyor (if applicable)

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

Description of Proposed Project: Office Warehouse Business Park

Physical Location of Property: 1631 S. Persimmon St, Tomball, Tx 77375
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Jesse Pruitt Survey, A-629, Part of Lot 374 and All of Lot 375
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: SF-20-E SINGLE FAMILY RESIDENTIAL

Current Use of Property: Residence

Proposed Zoning District: (LI) : Light Industrial

Proposed Use of Property: Office Warehouse Park

HCAD Identification Number: 0352920000537, 0352920000538 Acreage: 10.05

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

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

X  11/18/25
 Signature of Applicant Date

X  11/18/25
 Signature of Owner Date



INTERPLAN ASSOCIATES, INC.
PLANNING * DESIGN MANAGEMENT * PERMITS

City of Tomball
Planning Division
501 James St,
Tomball, TX 77375

November 13, 2025

Re: Tompark Developers, LLC
1631 South Persimmon Street
Tomball TX 77375

To Whom It May Concern:

We are applying for a rezoning permit for the above referenced property. At this moment, the project is in a residential zone, and we need to change to light industrial zoning.

Our client is proposing to do a Commercial Office Warehouse Building Park development for business use.

Sincerely,

Armando Bazan Jr.
Senior Partner

Carlos T. Chavez
Senior Partner
NCARB Member

Marcos Patronelli
Tompark Developers, LLC
Project Owner

City Council Meeting Agenda Item Data Sheet

Meeting Date: March 2, 2026

Topic:

Approve Minutes of February 16, 2026 Workshop/Regular City Council meeting.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

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

Shannon Bennett, Assistant City
Secretary

FUNDING (IF APPLICABLE)

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

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

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

Signed _____
Staff Member Date

Approved by _____
City Manager Date

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



**Monday, February 16, 2026
5:00 P.M.**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for February 16, 2026, 5:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

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

PRESENT:

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

ABSENT:

Council 3 Dane Dunagin (Excused)

CITY STAFF PRESENT:

City Manager - David Esquivel
City Attorney – Loren Smith
City Secretary – Thomas Harris III
Assistant City Secretary – Shannon Bennett
Community Development Director – Craig Meyers
Fire Chief – Joe Sykora
Police Chief – Jeffery Bert
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
Director of Human Resources – Kristie Lewis
Director of Marketing & Tourism - Chrislord Templonuevo
Director of I.T. – Ben Lato
Project Manager - Meagan Mageo
Special Project Director -Luisa Taylor
Police Officer – Erin O’Neill

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

- Bruce Morris, Tomball, Texas, spoke in opposition of Item M.2.

C. General Discussion

1. Review of and discussion on First Reading - Ordinance No. 2026-07, Repealing and Replacing Article I In General, Article II City Council Division 1, and Article III Division 5 Code of Ethics of Chapter 2, Administration, of the Code of Ordinances, Designated; Providing for Severability, Making Findings of Fact; Providing for a Penalty Clause; and Providing for Other Related Matters.

City Secretary Thomas Harris and City Attorney Loren A. Smith provided a presentation on changes to Ordinance No, 2026-07. (Exhibit A)

2. Workshop Discussion Only – Discussion on amendments to Administrative Policy No. 18, Development Policy for Special Financing Districts.

Project Manager Meagan Mageo provided a presentation on Administrative Policy No. 18. (Exhibit B)

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

Mayor Klein Quinn recessed the meeting at 5:50 p.m. and reconvened it at 6:08 p.m.

E. Invocation by Pastor James Clark, First Baptist Church

F. Pledges to U.S. and Texas Flags led by Council 1 John Ford

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

- Bruce Hillegeist, President and CEO of the Tomball Chamber of Commerce, announced that a candidate forum will be held on April 14, 2026, from 6:00 p.m. to 8:00 p.m.

- Nicole Wilson, Founder of Nikki’s House in Porter, Texas, introduced her nonprofit organization, which supports children who are aged out of the foster care system.

H. Presentations

1. Certificate of Recognition – Will be recognized at the next Council meeting.

I. Reports and Announcements

1. Announcements

I. Upcoming events:

- February 24, 2026 – Sam Houston Trail Riders from noon – 2:00 p.m. at Tomball Depot Plaza
- March 12, 2026 – Kaffeeklatsch from 8:30 – 10:00 a.m. at Tomball Community Center
- March 14, 2026 – 2nd Saturday at the Depot from 5:00 – 9:00 p.m. at Tomball Depot Plaza
- March 21, 2026 – Choo Choo Chow Down from 11:00 a.m. – 5:00 p.m. at Tomball Depot Plaza

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

- Mayor Lori Klein Quinn announced that on February 17, 2026, Congressman Wesley Hunt will be at Fire Station No. 1 to present a grant check in the amount of \$1,015,000.00 for the purchase of a fire truck.
- Council 5 Lisa Covington announced that Congressman Wesley Hunt will conduct a meet and greet at Sandalwood Manor at 5:30 p.m.
- Council 2 Paul Garcia announced he will be attending the Harris County Mayor’s and Councils Association monthly meeting.
- Mayor announced that Tomball will host the Harris County Mayor’s and Council Association in November 2026.

- City Manager David Esquisvel asked Council for alternative dates to reschedule the Strategic Planning Meeting.

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. Approve, on Second Reading, Resolution No. 2026-10-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and the City of Tomball to make direct incentives to, or expenditures for, property acquisition for the future development of a public safety complex, to be located at or near 810 W Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$2,300,000.00.
2. Approve, on Second Reading, Resolution No. 2026-11-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 Old Town Façade Improvement Grant by and between the Corporation and Tomball Group, LLC to make direct incentives to, or expenditures for, building improvements for new or expanded business enterprise to be located at 209 Market Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$50,000.00.
3. Approve, on Second Reading, Resolution No. 2026-12-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 Old Town Façade Improvement Grant by and between the Corporation and Tomball Social Haus to make direct incentives to, or expenditures for, building improvements for new or expanded business enterprise to be located at 209 Fannin Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$26,507.50.

Motion made by Council 1 Ford, Seconded by Council 2 Garcia to approve Old Business Consent Agenda items.

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

Absent: Council 3 Dunagin

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 February 2, 2026 Workshop/Regular City Council meeting.
2. Approve a contract with The Winstead House LLC (DBA iDig Katy) for the construction of drainage improvements for North Star Estates Erosion Repairs near Bearing Star Lane (Project No. 2025-10018), for a not-to-exceed amount of \$200,420 (Bid No. 2026-02), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2025-2026 Budget as part of the 2026-2030 Capital Improvement Plan.
3. Approve a services agreement renewal with Water Utility Services, Inc. for water sampling and laboratory services for a total not-to-exceed amount of \$195,000, 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 4 Covington, Seconded by Council 2 Garcia to approve Old Business Consent Agenda items.

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

Absent: Council 3 Dunagin

Motion carried unanimously.

L. Old Business

1. Consider approval of Resolution 2026-13, a Resolution of the City of Tomball, Texas, supporting the application of RBM Living, LLC, and Meridiem Development Group (or their affiliates) to the Texas Department of Housing and Community Affairs (TDHCA) for 2026 competitive 9% housing tax credits; expressly acknowledging that the City has more than twice the state average of units per capita supported by housing tax credits and authorizing the development pursuant to Texas Government Code §2306.6703(a)(4); specifically allowing construction within one linear mile of a previously funded development pursuant

to 10 Texas Administrative Code (TAC) §11.3(d); and committing to provide a reduced fee or contribution of at least \$500.00.

Motion made by Council 1 Ford, Seconded by Council 5 Parr to take the item off the table.

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

Absent: Council 3 Dunagin

Motion carried unanimously.

City Secretary Thomas Harris read the following comment into the record for Item L.1. that were in opposition of the request:

- Chris and Elizabeth Wanner (Exhibit A)
- Kay Glasscock (Exhibit B)
- Rose Marie Hubbard (Exhibit C)

The following citizens spoke in-person

- Becky Clepper, Tomball, Texas, spoke in opposition to Item L.1.
- Angie Johnson, Tomball, Texas, spoke in opposition to Item L.1.
- Jeff Yuna, Magnolia, Texas spoke in opposition to Item L.1
- Dianna Blair, Tomball, Texas, spoke in opposition to Item L.1.

Matthew Longuest, the applicant, responded to Council's questions, addressed several citizen concerns, and explained how the housing tax credit is applied.

Mayor Klein Quinn asked that the letter submitted by State Representative Tom Oliverson, M.D. be read into the record. City Manager David Esquivel read the letter into the record. (Exhibit D)

Motion made by Council 2 Garcia, Seconded by Council 4 Covington to approve Resolution 2026-13.

Voting Yea: Council 5 Parr

Voting Nay: Council 1 Ford, Council 2 Garcia, Council 4 Covington,

Absent: Council 3 Dunagin

Motion failed 3 to 1.

M. New Business

1. Conduct a Public Hearing and Approve Resolution 2026-14, a Resolution of the City Council of the City of Tomball, Texas, Establishing Guidelines and Criteria for Tax Abatements in the City of Tomball; and Providing an Effective Date.

Mayor opened the public hearing at 7:34 p.m.

Mayor closed the public hearing at 7:35 p.m.

Motion made by Council 4 Covington, Seconded by Council 1 Ford to approve Resolution 2026-14

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

Absent: Council 3 Dunagin

Motion carried unanimously.

Mayor recessed the meeting at 7:30 p.m. and reconvened the meeting at 7:43 p.m.

Council 3 Dunagin joined the meeting at 7:43 via zoom.

2. Conduct a public hearing and consideration to approve Zoning Case Z26-01: Request by Kyle Burts to consider a zone change from Multifamily Residential (MF) to Commercial (C) on a 0.986 acre tract and a 0.512 acre tract of the Joseph House Survey ABST No. 34; two tracts containing approximately 1.498 acres of land located at the southwest intersection of West Hufsmith Road and North Cherry Street (307 West Hufsmith Road). The applicant is requesting to allow for the property to be developed for any use permitted within the Commercial Zoning District.

Mayor opened the public hearing at 7:46 p.m.

Kyle Burts, Tomball, Texas, applicant spoke in favor of the request.

City Secretary Thomas Harris read the following comments into the record for Item M.2. that were in opposition of the request:

- Teri Dorsey (Exhibit A)
- Christine Roquemore (Exhibit B)
- Charlie Middlebrook (Exhibit C)
- Laura Hanks (Exhibit D)

The following citizens spoke in-person

- Bruce Morris, Tomball, Texas, spoke in opposition to Item M.2.
- Dave Tegtmeier, Tomball, Texas, spoke in opposition to Item M.2.
- Stacey Kieselhorst, Tomball, Texas, applicant, spoke in favor of the request to M.2.

Mayor closed the public hearing at 8:02 p.m.

Adopt, on First Reading, Ordinance No. 2026-01, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning from Multifamily Residential (MF) to Commercial (C) on a 0.986 acre tract and a 0.512 acre tract of the Joseph House Survey ABST No. 34; two tracts containing approximately 1.498 acres of land located at the southwest intersection of West Hufsmith Road and North Cherry Street (307 West Hufsmith 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.

Motion made by Council 4 Covington, Seconded by Council 2 Garcia to adopt Ordinance No. 2026-01.

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

Motion failed unanimously.

3. Conduct a public hearing and consideration to approve Zoning Case Z26-02: Request by Tompark Developers LLC to consider a zone change from Single-Family Residential (SF-20) to Industrial (I) on Lots 374 and 375 of Corrected Map of Tomball Outlots; two lots containing approximately 10.05 acres of land located south of the southeast intersection of Medical Complex Drive and South Persimmon Street (1631 South Persimmon Street). The applicant is requesting to allow for the property to be developed for any use permitted within the Industrial Zoning District.

Mayor opened the public hearing at 8:06 p.m.

Mayor closed the public hearing at 8:07 p.m.

Adopt, on First Reading, Ordinance No. 2026-02, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning from Single-Family Residential (SF-20) to Industrial (I) on

Lots 374 and 375 of Corrected Map of Tomball Outlots; two lots containing approximately 10.05 acres of land located south of the southeast intersection of Medical Complex Drive and South Persimmon Street (1631 South Persimmon Street), within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 4 Covington, Seconded Council 5 Parr by to adopt Ordinance No. 2026-02.

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

Motion carried unanimously.

4. Approve the Tomball Police Department Annual Data Capture Report – 2025 and authorize the posting of the information as required by Senate Bill 1074.

Motion made by Council 4 Covington, Seconded Council 2 Garcia by to approve the Tomball Police Department Annual Data Capture Report – 2025.

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. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
- Sec. 551.072 – Deliberations regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person
- Executive Session Started: 8:24 P.M.
- Executive Session Ended: 9:11 P.M.

N. Mayor Lori Klein Quinn adjourned the meeting at 9:11 P.M.

PASSED AND APPROVED on this 2nd day of March 2026.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

City Council Meeting Agenda Item Data Sheet

Meeting Date: March 02, 2026

Topic:

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

Background:

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

The Commission’s purpose is to review, advise and make recommendations to the City Council on matters relating to City and extraterritorial jurisdiction (ETJ) planning and development.

The City Council appoints five (5) members. Members must be residents of the City of Tomball, real property owners, and not employees of the City. The Planning and Zoning Commission members serve as the members of the Building Standards Commission, along with the City’s Building Official and the City’s Fire Marshall as ex officio members.

A member of the Planning and Zoning Commission resigned therefore we are accepting applicants to fulfill the vacancy which term ends on 6/1/28.

We received applications from the following individuals:

- John Mottershaw
- Earl Detwiler
- Cody Miller

All qualified applicants were invited to attend today’s meeting.

Appointments will be made at the next Regular City Council meeting to be held on March 16, 2026, and their terms will end 06/01/2028.

Origination: Thomas Harris III, City Secretary

Recommendation: n/a

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

FUNDING (IF APPLICABLE)

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

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

If no, funds will be transferred from
account

#

To account #

Signed

Staff Member

Date

Approved by

City Manager

Date



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: 4/3/25

Name: John Mottershaw

Phone: [REDACTED]
(Home)

Address: 2531 S. Cherry St

Phone: _____
(Work)

City/State/Zip Tomball TX 77375

Cell: [REDACTED]

Email: mottershaw@gmail.com

I have lived in Tomball 23 years.

I am am not a U.S. Citizen

Occupation: Retired Systems engineer. Mainly Oil & Gas exploration area.

Professional and/or Community Activities: Retired. I inject \$'s into local economy.

Additional Pertinent Information/References: _____

Please attach a short biography to this application.

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

I can manage - direct change in systems - workflow well.
Zoning needs to be updated.

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

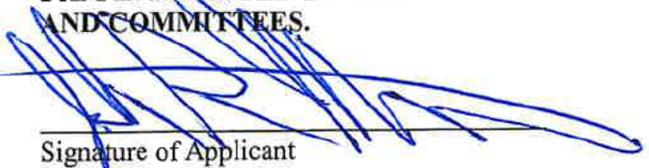
Non-profit Corporation Boards

-) 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
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)

None

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.008, 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.

None

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Blue

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

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

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

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

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____ and my date of birth is _____

My address is _____
(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____, 20____
(month) (year)

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

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

(2) the vendor:

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

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



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

home address

home telephone number

personal email address

cell or pager numbers not paid for by the City

emergency contact information

information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

Date

Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on _____ (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.

Signature of Applicant for Appointment

Printed Name of Applicant

Date:



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: 05/08/2025

Name: Earl Detwiler

Phone: [REDACTED]

Address: [REDACTED]

Phone: [REDACTED] (Home)

City/State/Zip [REDACTED]

Cell: [REDACTED] (Work)

Email: _____

I have lived in Tomball 12 years.

I am am not a U.S. Citizen

Occupation: Electronics Technicians,

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

Additional Pertinent Information/References: _____

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

Please attach a short biography to this application.

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

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

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

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

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

Decision-Making Boards and Commissions

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

Meeting Information

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

Separate Legal Entities

- 1 () Tomball Economic Development Corporation
- 3 () Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

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



Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-290-1002
fax: 281-351-6256

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

NA *Carl [Signature]*

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.003(a)(1) with a local governmental entity and the vendor meets requirements under Section 176.003(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.003(a)(1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received:	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income other than investment income from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B) excluding gifts described in Section 176.003(a)(1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

NA Conf. [Signature]

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

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

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.	OFFICE USE ONLY
	Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted	Description of Gift

(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 Codes of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Subscribed to and subscribed before me by _____ this the _____ day of _____ 20____ to certify which witness my hand and seal of office

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____ and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (county)

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

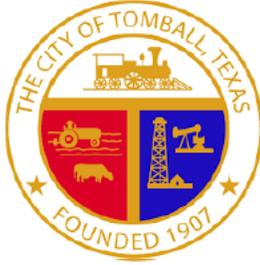
information that reveals whether I have family members.

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.

Earl Detwiler
Board Member's Signature

05/08/2025
Date

Earl Detwiler
Board Member's Printed Name



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: 1/12/26

Name: Cody Miller

Phone: 8323737770

Address: [REDACTED]

(Home)

City/State/Zip: [REDACTED]

Phone:

(Work)

Email: codyamiller0630@gmail.com

Cell:

I have lived in Tomball 1 years.

I am am not a U.S. Citizen

Occupation: _____

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

Please attach a short biography to this application.

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

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Capital Improvement Advisory Committee

- Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
Second Monday in June & December, 5:30 p.m.
To Be Announced; Evenings

Separate Legal Entities

- Tomball Economic Development Corporation

- Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

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

Signature of Applicant
(Must be signed/signature typed in)

Please return this application to: City Secretary
 City of Tomball
 401 Market Street
 Tomball, TX 77375
 cs@tomballtx.gov
 office: 281-351-5484
 fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
 Conflict of Interest Statement
 Election on Disclosure
 Acknowledgment of Receipt and Understanding (Page 35, Handbook)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 2px;">Date Received</td> </tr> </table>	OFFICE USE ONLY	Date Received
OFFICE USE ONLY			
Date Received			
<p>1 Name of Local Government Officer</p>			
<p>2 Office Held</p>			
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>			
<p>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.</p>			
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>			
<p>6 SIGNATURE I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Signature of Local Government Officer</p> <p style="text-align: center;">Please complete either option below:</p> <p>(1) Affidavit</p> <p>NOTARY STAMP / SEAL</p> <p>Sworn to and subscribed before me by _____ this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p>Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath _____</p> <p style="text-align: center;">OR</p> <p>(2) Unsworn Declaration</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address is _____, _____, _____, _____, _____.</p> <p style="text-align: center;">(street) (city) (state) (zip code) (country)</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year)</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Signature of Local Government Officer (Declarant)</p>			

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

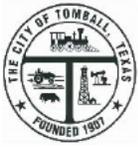
Local Government Code § 176.003(a)(2)(A):

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

- (2) the vendor:

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

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



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

home address

home telephone number

personal email address

cell or pager numbers not paid for by the City

emergency contact information

information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

Cody Miller

Board Member's Printed Name

1/12/26

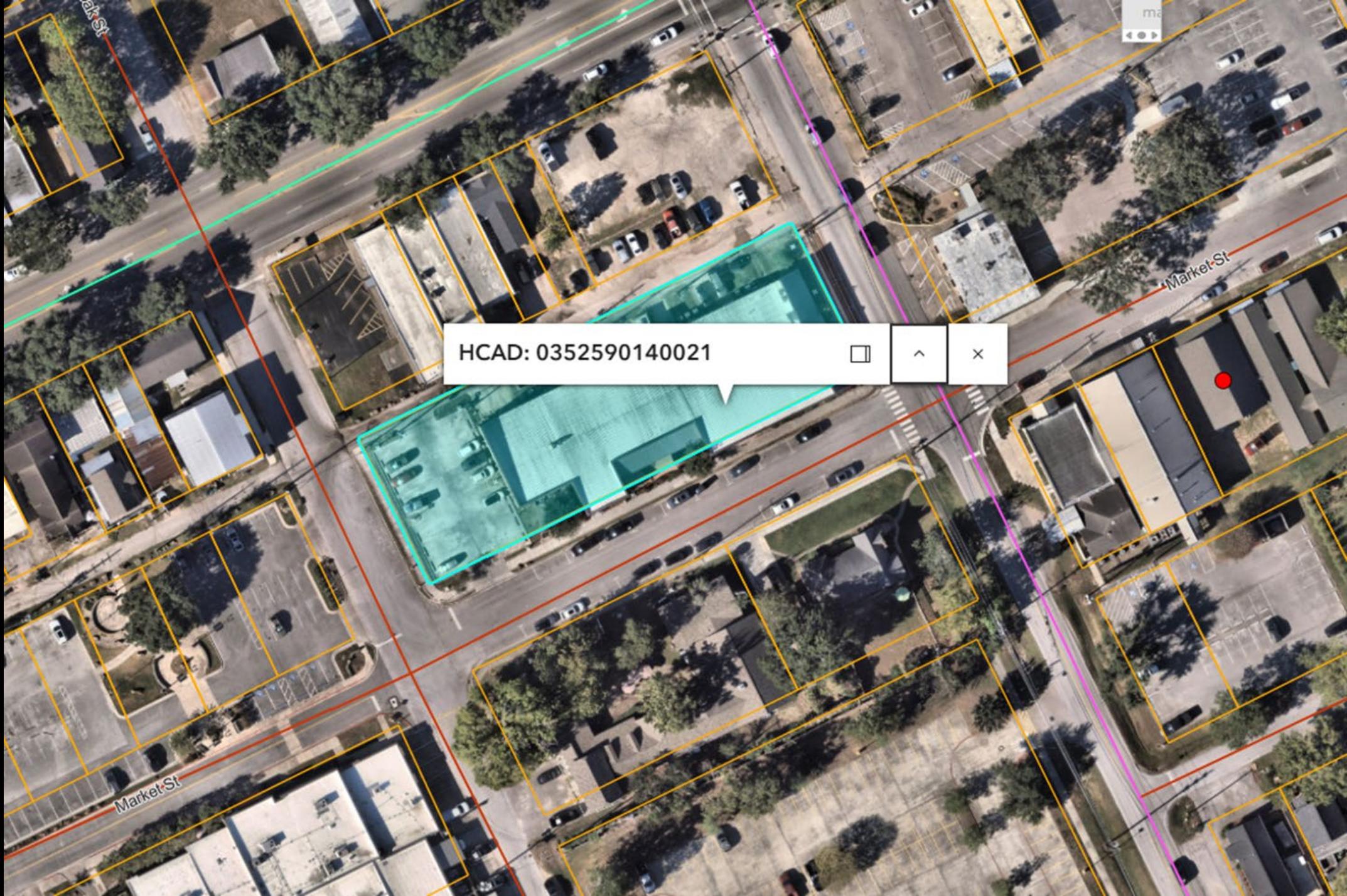
Date

Business Name:

Tejas Dragon Companies, LLC dba Wise Guys

Address:

**306 Market Street
Tomball, Texas 77375**



HCAD: 0352590140021



Before Picture(s)

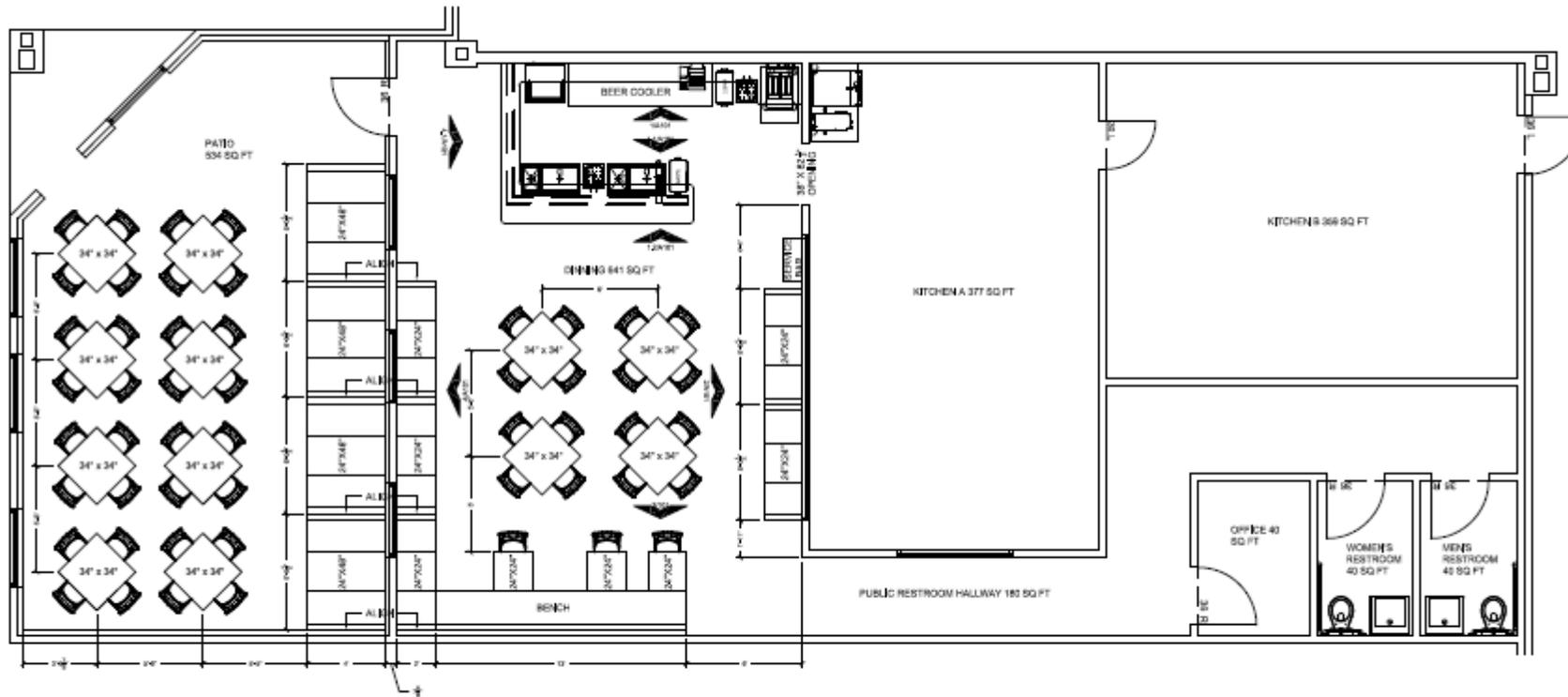


Before Picture(s)



RENDERINGS

Exterior Improvements: New awning, exterior neon signage and electrical work, exterior door.



MAIN LOGO



SECONDARY LOGO (WEBSITE, SIGAGE, LETTER HEAD, ETC)



SECONDARY LOGO (STICKERS, SIGAGE, LABELS, ETC)



MAIN FONT: **BOGART SLASH**
SECONDARY FONT: GILL SANS REGULAR

PRIMARY COLOR 1:
FOREST GREEN #046E34

PRIMARY COLOR 2:
RUST #B5431E

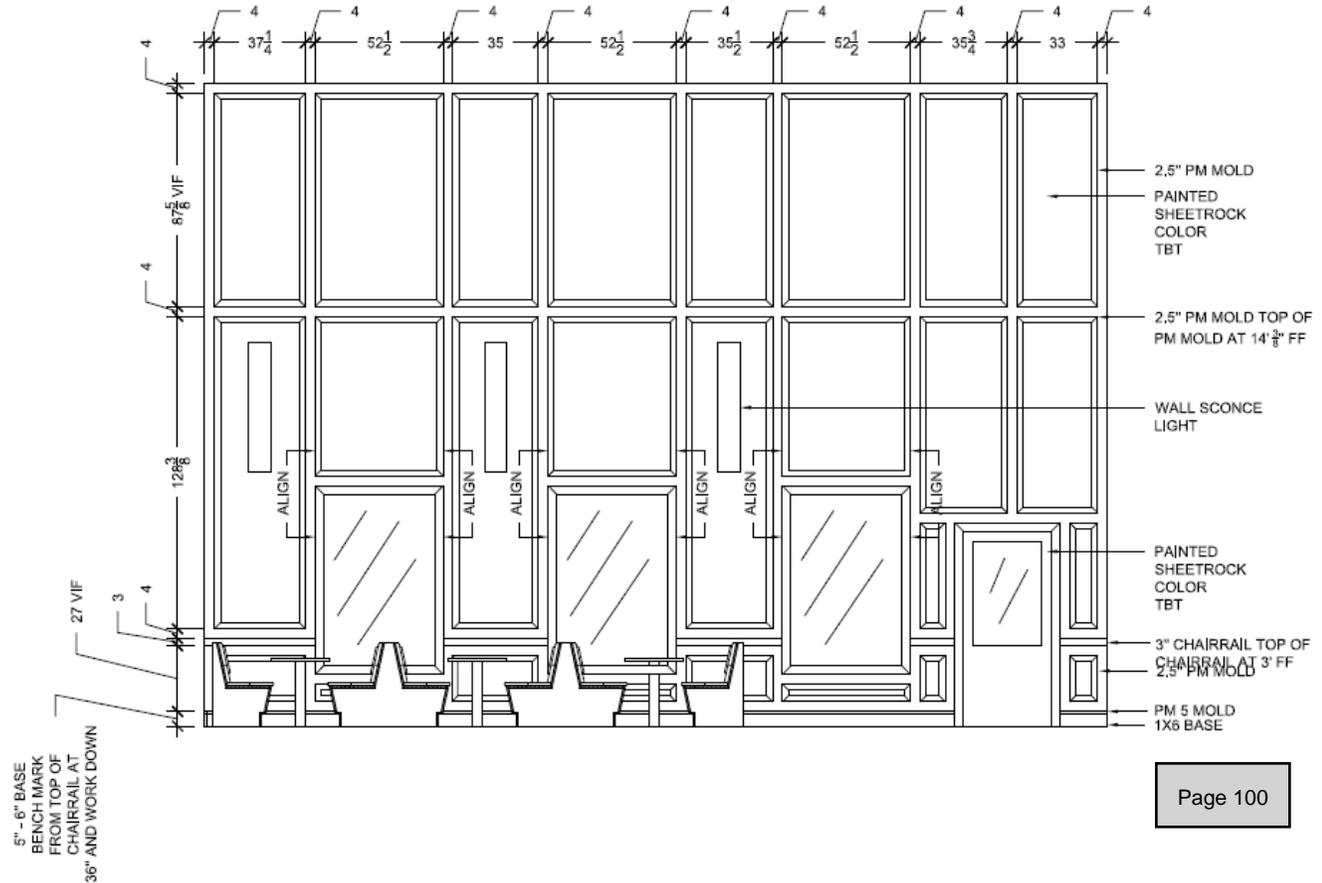
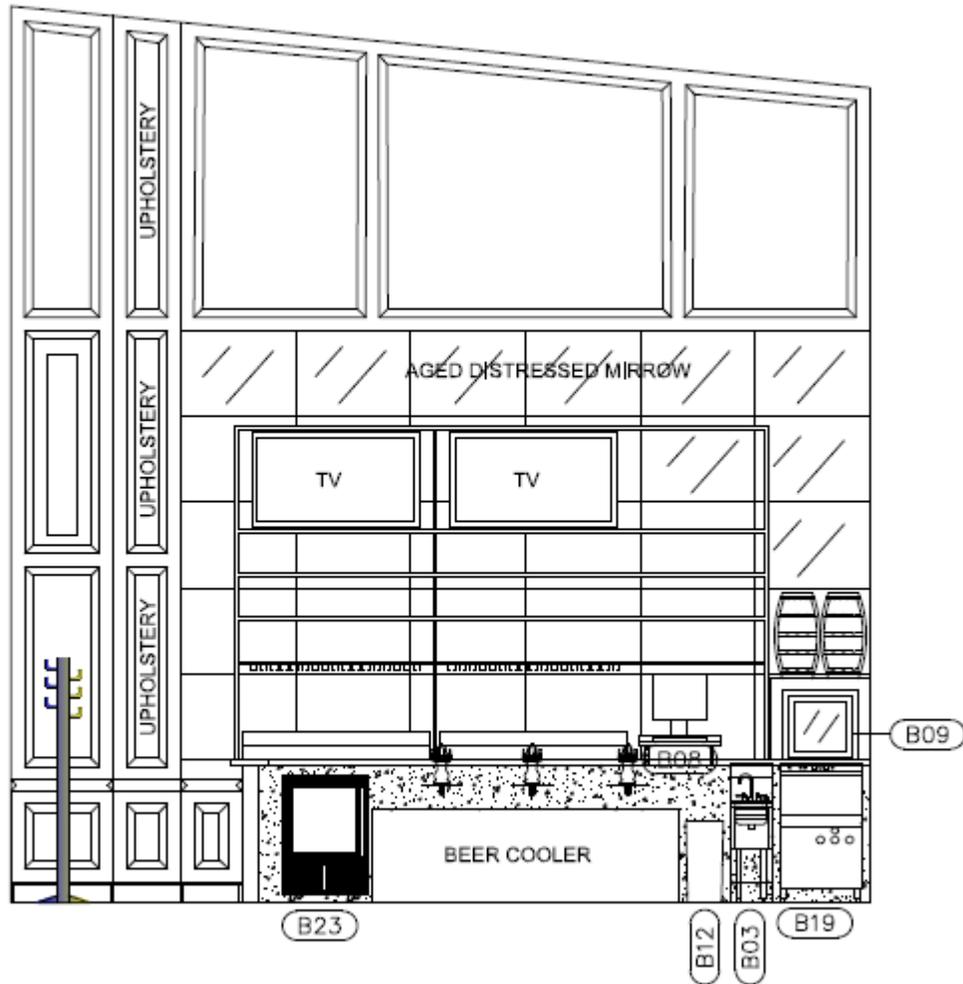
SECONDARY COLOR 1:
PLUM #8E1E5E

ACCENT COLOR:
WHITE #FFFFFF

ACCENT COLOR:
GOLD #D4AF37

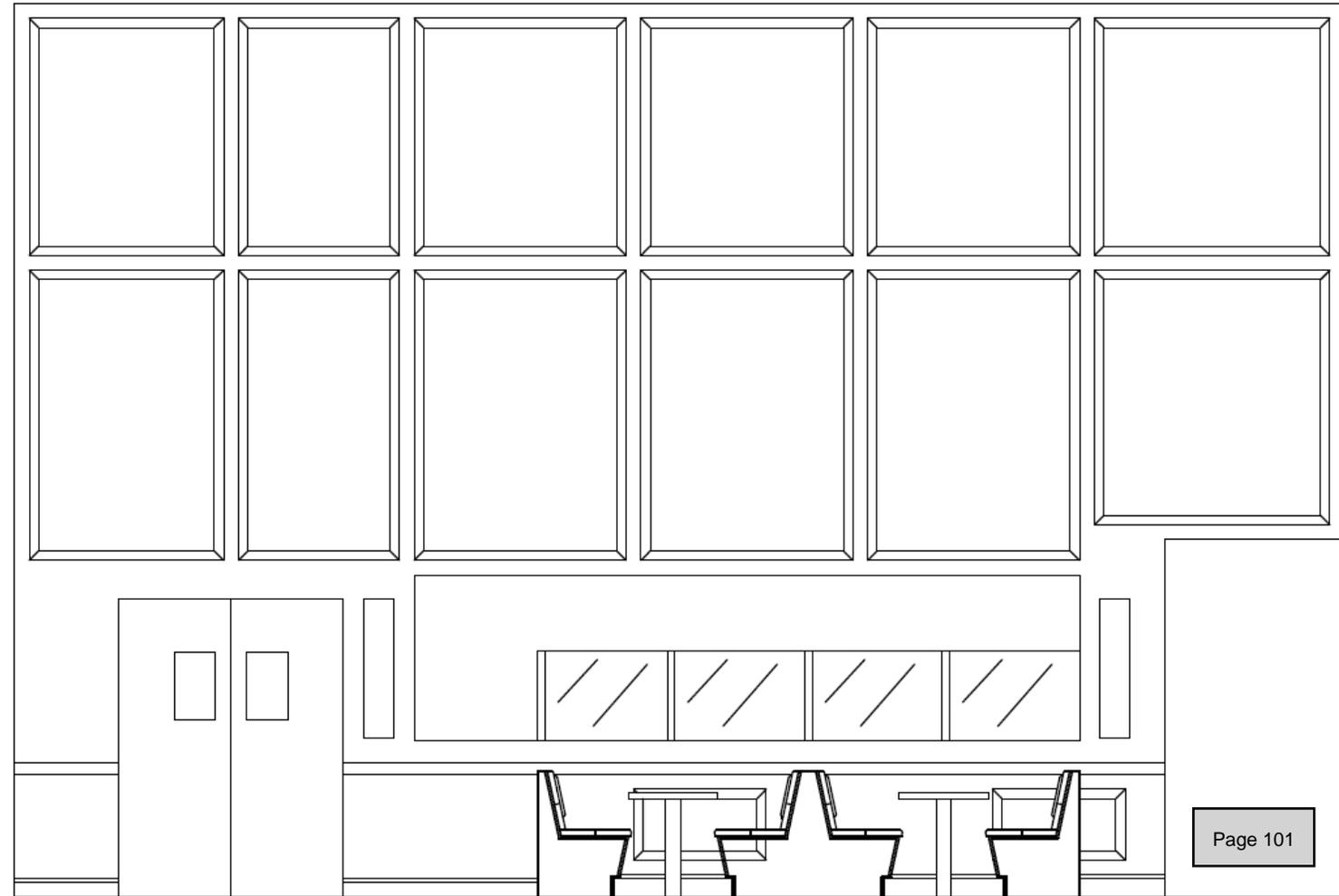
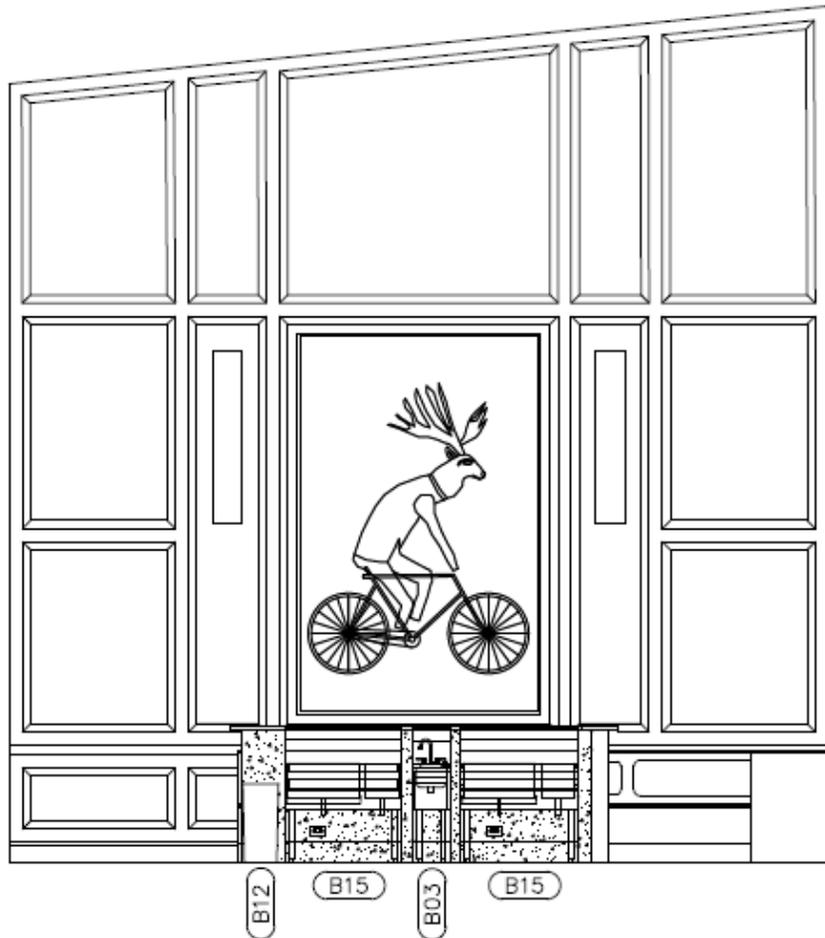
RENDERINGS

Interior Improvements: Main dining area remodel, electrical, plumbing, interior painting, flooring, millwork, and cabinetry.



RENDERINGS

Interior Improvements: Main dining area remodel, electrical, plumbing, interior painting, flooring, millwork, and cabinetry.



Total Eligible Interior Cost:

\$96,771.00

Total Eligible Exterior Cost:

\$10,800.00

Total Project Investment:

\$136,126.50

- BR&E Committee Review Date: February 3, 2026
- Total Score: 30
- Projects with a score between 30-45 will be eligible for funding up to \$40,000.00.
- Conditional approval letter issued on February 3, 2026.
- Final approval by Tomball City Council by two separate resolution readings.

TOMBALL

ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: March 2, 2026

SUBJECT: Tejas Dragon Companies, LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Scott Moore, Owner, Tejas Dragon Companies, LLC for funding assistance through the TEDC's Old Town Façade Improvement Grant (FIG) Program for improvements to an approximately 2,280 square foot building located at 306 Market Street.

Tejas Burger Joint, currently located at 214 W. Main Street, will relocate to a larger space at 306 Market Street. The business will also undergo a rebrand and introduce a new menu concept as Wise Guys Pizza, Burgers, & Wings. This expansion is expected to create 8–12 new full-time positions and 4–6 new part-time positions.

The proposed project includes remodeling the main dining area of the existing restaurant space to incorporate a bar area for beverage service, along with booth-style seating. Eligible improvements include the installation of an exterior awning, new door, neon signage, and upgrades to electrical and plumbing systems, as well as interior painting, flooring, millwork, and cabinetry.

The goal of the TEDC's Old Town Façade Improvement Grant is to promote and assist with renovation, rehabilitation, restoration, and enhancements to commercial buildings within the Old Town Mixed Use zoning district. In accordance with the Old Town Façade Improvement Grant Program Guidelines & Criteria, the proposed performance agreement is for 50% of the eligible improvement costs, not to exceed \$40,000.00.

The project and application were reviewed and conditionally approved by the Business Retention & Expansion (BRE) Committee on February 3, 2026. While this conditional approval enables the applicant to move forward with their project and avoid significant approval delays, it does not guarantee funding. Final approval is still required from both the TEDC Board and Tomball City Council. Applicants proceed at their own risk until those approvals are secured.

Once approved, the applicant will have nine months to complete the improvements. All grants are reimbursement grants and will only be funded after completion of the project,

and after the applicant submits final paid itemized invoices/receipts for all applicable labor and materials, proof of payment, and digital photographs of the completed work.

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.

Tomball Economic Development Corporation
29201 Quinn Rd., Suite A
Tomball, Texas 77375

To whom it may concern:

Tejas Dragon Companies / DBA Wise Guys Pizza, Burgers, & Wings respectfully requests available grant funds for the following address.

306 Market Street
Tomball, TX 77375

Tejas Burger Joint will be relocating to this space and undertaking a rebrand and new menu concept. The 306 space is larger providing excellent growth potential. We will be adding 8-12 new full time jobs and 4-6 new part time jobs for the new location.

Our project is for a facade improvement to include a new awning cover. There will be a lighted sign over the front door of our business. We will install 5 planter boxes as out front by the sidewalk for our landscaping feature.

We have applied for a Mixed Beverage Permit and will be doing a remodel of the main dining room to incorporate a bar to make drinks. The floors have to be reserved and floor drains installed to accommodate the new bar. New built in booth seating will be installed.

The front patio dining area will need a new floor surface as well to make the dining experience more enjoyable and safer. New booth seating install on the patio as well.

New and improved lighting fixtures and electrical work is needed throughout the building. Sound absorption panels to be installed. New commercial grade plumbing & toilets are needed. As we know, German Fest puts a lot of demand on restrooms, so we want to have the infrastructure for the potty parade.

The project is estimated to cost \$136,127. The project is considered lease holder build out responsibility, so we could use some financial assistance to pay for the project.

Thank you for your consideration.

Very truly yours,



Scott Moore Jr

Co Founder, Owner Operator
Tejas Dragon Companies, DBA Wide Guys

shall be deemed a default of applicant's obligations under the grant, and the applicant shall be ineligible to receive grant funding.

*** Miscellaneous**

The Tomball Economic Development Corporation shall deliver a copy of these guidelines to any applicant for his/her review and the delivery hereof does not constitute an offer of an Old Town Façade Improvement Grant to the applicant.

The laws of the state of Texas shall govern the interpretation, validity, performance and enforcement of this Old Town Façade Improvement Grant Program. If any provision of this Old Town Façade Improvement Grant Program is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected hereby.

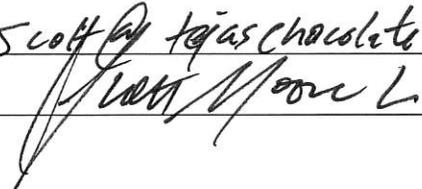
ACKNOWLEDGMENT OF RECEIPT OF AND AGREE TO COMPLY WITH THE GUIDELINES AND CRITERIA FOR THE OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM BY THE TOMBALL ECONOMIC DEVELOPEMNT CORPORATION

APPLICANT: SCOTT MOORE JR / WISE GUYS

ADDRESS: 306 MARKET ST. TOMBALL, TX 77375

PHONE: 713 299 1552

EMAIL: scott@wisechocolate.com

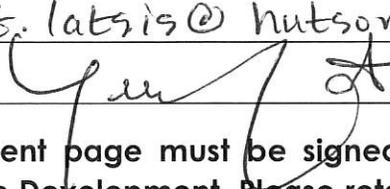
Signature: 

PROPERTY OWNER/LANDLORD: teresa latris

ADDRESS: 108 Commerce St Tomball 77375

PHONE: 281.348.0718

EMAIL: t.latriss@hutsongroup.com

Signature: 

This acknowledgement page must be signed and returned to the Executive Director of Economic Development. Please retain the Guidelines and Criteria for your records.

ACKNOWLEDGMENT OF RECEIPT OF AND AGREE TO COMPLY WITH THE GUIDELINES AND CRITERIA FOR BUSINESS IMPROVEMENT GRANT PROGRAM BY THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION

Applicant: Scott Moore JR / WISE GUYS
Address: 306 MARKET ST TOMBALL, TX 77375
Phone No.: 713 299-1552

Signature: 

Property Owner/Landlord: Teresa Labin's
Address: 108 Commerce Tomball 77375
Phone No.: 503-348-0718

Signature: 

This acknowledgement page must be signed and returned to the Executive Director of Economic Development. Please retain the Guidelines and Criteria for your records.

Applicants are strongly encouraged to shop locally for products and services.

Promotional Rights.

By accepting grant funds, the APPLICANT authorizes the TEDC to promote the project and property including, but not limited to, displaying a sign at the site indicating participation in the Program and using photographs and descriptions of the project and property in TEDC promotional materials, press releases, social media and websites.

Applicant Information.

Applicant is: Owner Tenant Applicant

Business Entity Name: TEJAS DRAGON COMPANIES, LLC / DBA WISEGUYS

Mailing Address: 306 MARKET ST TOMBALL, TX 77375

Phone Number: 713 299 1552

Email: Scott@tejaschocolate.com

Street Address: 200

Home Address: 404 S. PINE STREET TOMBALL, TX 77375

Street Address: _____

City/State/Zip: _____

Other companies and locations owned and/or operated by the APPLICANT

Company Name: TEJAS CHOCOLATE + BARBECUE

Street Address: 200 N ELM ST.

City/State/Zip: TOMBALL, TX 77375

Building Owner Information. (NOTE: if applicant is a tenant, building owner must apply as a co-applicant)

Business Owner Name: _____

Building Owner Address: _____

Phone Number: _____

Email: _____

- 6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A*.
- 7. Please attach a vicinity map locating the property within the City of Tomball as *Exhibit B*.

8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as Exhibit C.
9. Please attach a letter describing the overall project and addressing the need for the TEDC grant funds.
10. Description of proposed improvements:

Description	Estimated Repair	Estimated Start Date	Completion Date
Facade/ Exterior/SIGN	10,450	FEB/2026	MARCH 1 2026
INTERIOR FLOORS	11,800	FEB/2026	MARCH 1 2026
INTERIOR BAR/ Remodel	113,866	FEB/2026	MARCH 1 2026

11. New or existing business: _____ New Existing
TEXAS BURGER has been in operation for 6 1/2 years.

Existing # of jobs: 9 (If applicable) Full-time 7 Part-time 2

New jobs (full-time): 10 New jobs (part-time): 4

13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this application for the Old Town Façade Improvement Grant Program shall not be construed in favor of one party over the other based on the drafting of this application.
14. APPLICANT and owner/landlord indemnify, defend, and hold TEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.
15. TEDC has delivered a copy of the guidelines and criteria for an Old Town Façade Improvement Grant Program to applicant for review, and the delivery hereof does not constitute an offer of an improvement grant.
16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the Old Town Façade Improvement Grant Program. If any provision of this application for the Old Town Façade Improvement Grant Program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.

17. Before submitting an application to the TEDC, the APPLICANT must meet with the Development Review Committee (DRC) of the City of Tomball for a review of the proposed project improvements in order to fulfill paragraph (16) project eligibility requirement in the TEDC "Guidelines and Criteria." The APPLICANT can make an appointment by calling 281-290-1405.

VERIFICATION

I (We), the undersigned APPLICANT(S), certify that all the information furnished TEDC has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Tomball Economic Development Corporation may or may not grant an Old Town Façade Improvement Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Tomball Economic Development Corporation on this, the 30 day of JANUARY, 2026.

Applicant: SCOTT MOORE JR

Signature: [Handwritten Signature]

Phone: (513) 299 1552

Email: scott@tejascבודدات.com

Property Owner/Landlord: _____

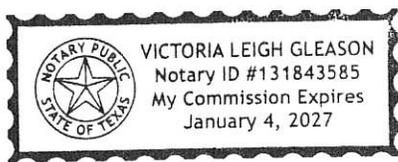
Signature: _____

Phone: _____

Email: _____

The State of Texas
County of Harris

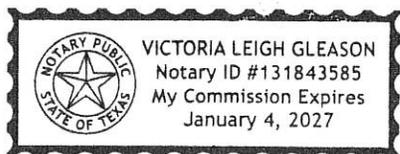
Before me, the undersigned authority, on this 30th day of January,
2020, personally appeared Scott Moore,
known to me to be the persons whose names are subscribed to the foregoing
instrument, and acknowledged to me and that they executed the same for the
purposes therein expressed.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 01/04/2027

The State of Texas
County of Harris

Before me, the undersigned authority, on this 30th day of January,
2020, personally appeared Tyresha Curtis,
known to me to be the persons whose names are subscribed to the foregoing
instrument, and acknowledged to me and that they executed the same for the
purposes therein expressed.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 01/04/2027

DOCUMENTATION CHECKLIST
for
OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

As part of this application, the following documentation is being provided by the applicant:

- Request Letter describing proposed project and the need for grant funds;
- All grant applications must include a drawing to scale showing design intent, materials, and colors to be used of all the proposed grant work to be done;
- Establishment of Business Entity Name (Copy of Articles of Incorporation, dba, etc.);
- Copy of Lease Agreement (if facility is leased);
- Legal description of subject property (Exhibit A);
- Vicinity map of subject property (Exhibit B);
- Estimates of proposed improvements from the company to be doing the work (as much detail as possible) (Exhibit C);
 - Itemized estimates/quotes which include information and details such as color samples of paint, fabric, sign material
- Digital pictures of the site and area (interior and exterior) to be improved emailed to tgleason@tomballtxedc.org (Exhibit D);
- If submitting your application online, Signature and Notary Seal required **once approved.**
- **Completed W-9 Form**



ECONOMIC DEVELOPMENT CORP.

OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

Evaluation Scoring System

The Old Town Façade Improvement Grant Program (FIG) evaluation scoring system is based on the standards and criteria of the Program. Applications will be evaluated by each Committee member using this scoring system and funding of eligible improvements will be based upon a project's score and the following requirements.

- Projects must meet the applicable FIG standards and criteria, receive a score of 30 points or more, and meet all other program requirements to be considered for funding.
- Projects with a score between 46-60 will be eligible for funding up to \$50,000.00.
- Projects with a score between 30-45 will be eligible for funding up to \$40,000.00.

Evaluation Categories

Visibility	Points Available
Building located off of 2920 or highly visible from 2920	5
Building located on predominantly commercial streets	4
Building located on residential or minor street	3

Existing Condition	Points Available
Poor: The existing appearance and condition of the property is structurally unstable or dilapidated	5
Fair: The existing appearance and condition of the property is structurally stable but needs substantial renovations	3
Good: The existing appearance and condition of the property is in need of little to no structural or substantial renovations	1

Impact of Improvement	Points Available (can be combined)
The project includes major/complete façade work and site redevelopment	5
The building façade is predominately brick/stone (excluding windows/doors)	5
The project includes moderate façade work and site redevelopment	4
The building includes a creative design that is an appropriate fit for the proposed location and is consistent with the downtown character	4
The building façade improvements along the alley are of the same quality as the street facing facades	4
The building preserves or restores historical features or characteristics	3
The project significantly improves the streetscape or alleyscape adjacent to the building	2

Importance to the Area	Points Available (points can be combined for mixed use project up to 15 points)
Restaurant	7
Entertainment	6
Retail – desired retail uses (determined by Committee)	6
Office	5
Primary Employment	4
Retail – general retail uses	3
Other uses	Point value determined by the Committee

Owner vs TEDC Contribution Ratio	Points Available
Greater than 7:1	5
Greater than 4:1 but less than 7:1	3
1:1 up to 4:1	1

Readiness	Points Available
Applicant has architect's renderings, quotes, proof of ownership/lease and 100% of grant checklist requirements	5
Applicant has quotes and proof of ownership/lease and 50% of grant checklist requirements	3
Applicant has quotes and only 25% of grant checklist requirements	1

Local Owner/Occupant	Points Available
Building is owned by a local landlord/owner and the business is locally owned and operated	5
Building is owned by an absent landlord, but the business is locally owned and operated	3
Building is owned by an absent landlord, and the business is not locally owned	1

Utilization of Local Businesses	Points Available
Applicant is using mostly local businesses to make improvements	5
Applicant is using half local businesses to make improvements	3
Applicant is using no local businesses to make improvements	1

Total Points	
---------------------	--



ECONOMIC DEVELOPMENT CORP.

OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

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Project:

Tejas Dragon Companies, LLC
dba Wise Guys
306 Market Street
Tomball, Texas 77375

Total Eligible Interior Cost:

\$96,771.00

Total Eligible Exterior Cost:

\$10,800.00

Total Project Investment:

\$136,126.50

Evaluation Categories

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Building located off of 2920 or highly visible from 2920	5
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The project includes moderate façade work and site redevelopment	4
The building includes a creative design that is an appropriate fit for the proposed location and is consistent with the downtown character	4
The building façade improvements along the alley are of the same quality as the street facing facades	4
The building preserves or restores historical features or characteristics	3
The project significantly improves the streetscape or alleyscape adjacent to the building	2

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Other uses	Point value determined by the Committee

Owner vs TEDC Contribution Ratio	Points Available
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Applicant has architect's renderings, quotes, proof of ownership/lease and 100% of grant checklist requirements	5
Applicant has quotes and proof of ownership/lease and 50% of grant checklist requirements	3
Applicant has quotes and only 25% of grant checklist requirements	1

Local Owner/Occupant	Points Available
Building is owned by a local landlord/owner and the business is locally owned and operated	5
Building is owned by an absent landlord, but the business is locally owned and operated	3
Building is owned by an absent landlord, and the business is not locally owned	1

Utilization of Local Businesses	Points Available
Applicant is using mostly local businesses to make improvements	5
Applicant is using half local businesses to make improvements	3
Applicant is using no local businesses to make improvements	1

Total Points	30
---------------------	-----------



February 3, 2026

Scott Moore Jr.
Tejas Dragon Companies, LLC dba Wise Guys
306 Market Street
Tomball, Texas 77375

RE: CONDITIONAL APPROVAL - Old Town Façade Improvement Grant Program

Dear Mr. Moore:

Thank you for your recent application to the Old Town Façade Improvement Grant Program. We are pleased to inform you that your application for the proposed improvements at **306 Market Street, Tomball, Texas 77375**, has received **conditional approval** from the Business Retention & Expansion (BR&E) Review Committee.

This conditional approval is based on the preliminary review of your application materials, including your project description, cost estimates, and proposed design concept. The BR&E Committee met on February 3, 2026, to review your submittal and found that based on the Evaluation Scoring System your project received a score of **30** which is eligible for funding up to **\$40,000.00**.

Conditional Approval

This letter serves as formal notice of conditional approval of the application, as submitted, based on the preliminary review conducted by the Tomball Economic Development Corporation's (BR&E) Review Committee. While we are encouraged by your project's potential and the progress made to date, please carefully review the following critical conditions:

1. Final Approval Pending

This conditional approval does not constitute a commitment of funds or a final decision. The project remains subject to final approval by Tomball City Council, which includes a full review of all required documentation, terms, and conditions.

2. No Guarantee of Funding

Funding for this project is not guaranteed until formal approval is granted by the Tomball Economic Development Corporation's Board of Directors and Tomball City Council through a resolution or other official action.

3. Proceeding at Your Own Risk

If you choose to begin project activities prior to receiving final approval, please understand you do so at your own risk. Neither the TEDC, City of Tomball, nor its affiliates shall be held liable for any costs, obligations, or commitments incurred in anticipation of funding.

Process for Final Approval

Your application will be presented at the next available Tomball Economic Development Corporation Board of Directors Meeting for approval. It will then proceed to the next two available Tomball City Council Meetings for final approval via two separate readings of a resolution.

Once all approvals are obtained and legal notice requirements fulfilled, TEDC staff will reach out to initiate execution of the grant agreement.

Project Work and Reimbursement Guidelines

While you may begin project work upon receipt of this letter, please note that the reimbursement of eligible expenses will only occur after full approval is secured and the grant agreement has been executed. Additionally, you must comply with all applicable City of Tomball permitting requirements, zoning regulations, building codes, and other local ordinances. Failure to do so may affect your eligibility for reimbursement.

Upon project completion, you must submit:

- Final paid invoice(s)
- Proof of payment(s)
- Digital “after” photographs of the completed improvements

Once all documentation is received and verified, TEDC will process the reimbursement and notify you when your check is ready.

Financial Summary

Description	Your Investment	TEDC Grant
Eligible Improvements	\$107,571.00	\$40,000.00
Total Amount Available from TEDC:		\$40,000.00

We sincerely appreciate your dedication to preserving and enhancing the character of Old Town Tomball. If you have any questions or need further assistance, please do not hesitate to contact our office.

Sincerely,



Tori Gleason, PCED

Economic Development Coordinator
Tomball Economic Development Corporation

RESOLUTION NO. 2026-16-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 TEJAS DRAGON COMPANIES, LLC 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 had adopted as a specific project the expenditure of the estimated amount of Forty Thousand Dollars (\$40,000.00), found by the Board to be required or suitable to promote a new business development by Tejas Dragon Companies, 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 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 Forty Thousand Dollars (\$40,000.00), to Tejas Dragon Companies, LLC, in accordance with an Old Town Façade Improvement Grant by and between the TEDC and Tejas Dragon Companies, LLC to promote and develop a new or expanded business enterprise, to be located at 306 Market 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: March 2, 2026

Topic:

Accept donation of a grant from the Tomball Regional Health Foundation in the amount of \$32,850, for the purchase of Automated External Defibrillators (AEDs) for patrol vehicles and authorize the City Manager to execute any and all documents.

Background:

The Police Department applied for a grant in September 2025 with the Tomball Regional Health Foundation (TRHF) to fund the purchase of automated external defibrillators (AEDs) for patrol vehicles. The City has been notified that the grant application has been approved, and TRHF has awarded the City a \$32,850 grant for this purpose.

The grant will reimburse the City for the cost of the AEDs upon submission and approval of a reimbursement request. Although the purchase of this equipment was not included in the FY 2025–2026 budget, the City will be reimbursed in full for the total cost of the purchase.

This item is to approve acceptance of the grant that was awarded by TRHF and to authorize the City Manager to execute the grant agreement between the City of Tomball and the Tomball Regional Health Foundation.

Origination: Police Department

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda: Jeffrey Bert, Chief of Police

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: #100-121-6106

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

Commented [MM1]: Input where the AEDs will be charged to

Signed Jeffrey Bert 03/02/2026 Approved by _____
Staff Member Date City Manager Date

AED units and carry cases for 15 police vehicles

*2026 Tomball Regional Health Foundation
Funding*

City of Tomball

Mr. Joe Sykora Jr
401 Market St.
Tomball, TX 77375

jsykora@tomballtx.gov
O: 281-351-7101
M: 281-726-1111

Angela Fagg

afagg@tomballtx.gov
O: 281-290-1303

FollowUp Form

Terms & Conditions

Collaborate Feature

The Collaborate button at the top of the page can be used to invite other people to work on this request.

- From the Collaborate pop up, enter the email address of the person you wish to help you with the request.
- Set the Permission to either View (the collaborator can only view forms in the request), Edit (the collaborator can view and edit the request), or Submit (the collaborator can view, edit, and submit the request)
- Include a message about what you are asking your collaborator to do for you and select Invite.
- You can revoke permission at any time.

An email will be sent to the collaborator containing your message, their username, and a link to the log-on page. After clicking this link, they will be brought to the log-on page. If this is their first time logging onto the system, they will be asked to create a password.

After logging onto the system, the collaborator will see this request under the Collaboration Requests tab of their Applicant Dashboard. Here they can select the Edit Application link and complete your instructions.

Collaborate Video Tutorial (1:37)

Project Name

AED units and carry cases for 15 police vehicles

Amount Funded

Awarded up to the below amount.

\$32,850.00

Award Type

One-time award to be paid out as set forth in the Special Terms and Conditions.

One Time

Special Terms and Conditions

- The Tomball Regional Health Foundation (“TRHF”) will provide funding to the City of Tomball Police Department not to exceed \$32,850 for expenses associated with purchasing 15 AED units, protective cases, and required data plan for utilization in Tomball police cars.
- This funding agreement covers purchases and services that occur between January 1, 2026, and December 31, 2026.
- Receipts and any other documentation reasonably requested by TRHF will be required to be submitted to TRHF as proof of completion and must be received by TRHF prior to payment.

- Upon receipt of requested documentation, TRHF will make a one-time payment in 2026 to cover the agreed upon expenses.

FUNDING TERMS

1. The “Recipient” will keep its tax-exempt status as a recognized 501(c)(3) and Section 509(a)(2) or 509(a)(3) organization, or be eligible for 509(a)(2) or 509(a)(3) status, current throughout the period of this funding and will comply with all applicable federal and state laws and regulations, including but not limited to those that govern the use of funds by the Recipient organization. This includes, but is not limited to: (a) the prohibition against use of any of the funds to influence legislation, to influence the outcome of elections, to carry on voter registration drives, to make grants to individuals or other organizations, or to undertake any nonexempt activity, when such use of the funds would be a taxable expenditure if made directly by the Tomball Regional Health Foundation; and (b) limiting the use of the funds to the Recipient’s authorized taxable purposes.
2. This funding shall be used exclusively for the purposes and within the timeframes as specified in this funding agreement, and any other use of funds must be authorized in advance in writing by the Tomball Regional Health Foundation, or the funds must be immediately returned.
3. Recipient will immediately notify Tomball Regional Health Foundation in writing concerning: (a) a change or proposed change in the Recipient’s tax-exempt status; (b) your inability to expend the funding for the purposes or within the timeframes identified herein; (c) any expenditure from this funding made for any purpose other than those for which the funding was intended; or (d) any event which may impact Recipient’s ability to continue as a going concern or negatively impacts its reputation in the community including, but not limited to, a regulatory investigation of any kind, an allegation or charge of criminal conduct, or filing of material civil litigation. If any of the above occur, the Tomball Regional Health Foundation reserves the right to require that all remaining funds be immediately returned or any portion of the funds not used for the specified purposes herein be immediately repaid.
4. Any significant change in organizational leadership must be reported in writing to the Tomball Regional Health Foundation within two (2) weeks of the change.
5. Recipient must (a) keep records of receipts and expenditures and make its books and records available to the Tomball Regional Health Foundation upon reasonable request and at reasonable times to verify expenditures and activities; (b) cooperate with any efforts of the Tomball Regional Health Foundation to publicize the funding; (c) comply with all reasonable requests for information about program activities from the Tomball Regional Health Foundation; and (d) not use any of the funding for any religious purpose whatsoever, including, but not limited to, religious education, or counseling.
6. Recipient acknowledges that the Tomball Regional Health Foundation will engage in an evaluation process to determine the effectiveness of the services in meeting the expressed goals of the funding. Recipient agrees to participate promptly and fully, if requested, in the evaluation process which may include staff and/or client interviews, written reports, on site observation visits, and requests for operational policies, procedures, or reports.
7. Recipient agrees that there is no commitment by the Tomball Regional Health Foundation to award any additional funds for this project, unless otherwise specifically agreed to in writing. Recipient further agrees that the Tomball Regional Health Foundation shall have no obligation whatsoever to manage or oversee the day-to-day operations or service delivery of Recipient and shall have no liability in any way whatsoever for acts, errors,

or omissions by Recipient in its use of the funding or the delivery of services contemplated by the funding provided under this funding agreement.

- 8. No future funding requests will be considered until any required interim and/or final report(s) are submitted. There is no guarantee of future funding.
- 9. This funding agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of law provisions. The parties expressly agree that the venue of all disputes, claims and lawsuits arising hereunder shall lie in Harris County, Texas.

This 2026 funding agreement is authorized by
Jeffrey Klein, Chief Executive Officer
Tomball Hospital Authority d/b/a Tomball Regional Health Foundation
December 19, 2025

ACCEPTANCE OF TERMS & CONDITIONS*

This funding is conditional upon Recipient’s acceptance of the terms and conditions set forth herein. By selecting the “I Accept Funding Terms and Conditions” below, Recipient agrees to accept and comply with the stated terms and conditions of this funding.

I Accept Funding Terms and Conditions

AUTHORIZED SIGNATURE

By typing in your Name, Title, and Date in the spaces below, you confirm that you are fully authorized to make legally binding agreements on behalf of the Recipient and that you agree to enter into this funding agreement on behalf of Recipient by electronic means.

Name*

David Esquivel

Title*

City Manager

Date*

01/06/2026

Organization Name & Address*

Tomball Police Department, 400 Fannin Street, Tomball, TX 77375

File Attachment Summary

Applicant File Uploads

No files were uploaded

23 Years at the **Heart** of Business

sales@safetymed.com
800.398.8911

Quote No. 2512211-8139
Expiration Date 7/9/2025
Terms NET30

Prepared By Dereck Dietrich
Email dereck@safetymed.com
Phone (713) 647-8240

Contact Name Jeffrey Bert
Email jbert@tomballtx.gov

Bill To:
Tomball Police Department
400 Fannin Street
Tomball, Texas 77375
United States
jbert@tomballtx.gov

Ship To:
Tomball Police Department
400 Fannin Street
Tomball, Texas 77375
United States

Product	Product Description	Item #	Item Quantity	Sales Price	Total Price
Trade-In Credit	Credit for trading in AED Device	SM7012	15	-\$200.00	-\$3,000.00
LIFEPAK CR2 AED, Cellular, English, Handle, Semi, 08 - Bundle	<ul style="list-style-type: none"> - FDA Approved Cellular (Data Plan Required) and WiFi Monitoring AED - 8 Year Manufacturer's AED Device Warranty - English Language - 1 Set Adult Electrode Pads with Pediatric Use - 1 Lithium Battery - Owner's Manual - AED Inspection Tag - Carry Handle 	99512-001708-SM	15	\$2,295.00	\$34,425.00
LIFEPAK CR2 4G Data Plan	LIFEPAK CR2 4G 8-Year Data Plan for CR2 Cellular AEDs	50998-000027	15	\$0.00	\$0.00
LIFEPAK CR2 Carry Case	Protective carry case for maintaining your LIFEPAK CR2	11260-000047	15	\$95.00	\$1,425.00
Complementary Free Shipping		SM4003	1	\$0.00	\$0.00

Subtotal \$32,850.00
Grand Total \$32,850.00

Quote Notes We are an Approved City of Tomball vendor and approved HGAC CO-OP contract vendor to offer the lowest prices.

Order today, ship within 24 hours based on product availability at time of order.

Payment terms are as stated plus ship fee & applicable sales tax • Return Policy available at safetymed.com/about-us/returns

SafetyMed, LLC • 5773 Woodway Drive, Suite 214 • Houston, TX 77057-1501

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 2, 2026

Topic:

Consideration of and action on Resolution No. 2026-15, a Resolution of the City Council of the City of Tomball, Texas authorizing the submission of the Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Downtown Revitalization Program, and authorizing the City Manager as the Chief Executive Officer and authorized representative to act in all matters pertaining to the City’s participation in the Texas Community Development Block Grant Program.

Background:

Pre-applications are now open for the Texas Community Development Block Grant (CDBG) program administered by the Texas Department of Agriculture (TDA) under the Downtown Revitalization Program (DRP), with submissions due in April 2026.

City staff is requesting authorization to submit a DRP pre-application for Phase II of the Alley Improvement Project, which would address the north and south alleys within the 200 block of Main Street. Phase II is included in the City’s adopted 2026–2031 Capital Improvement Plan, with an estimated total cost of \$1,900,000 for engineering and construction.

The pre-application includes basic community and project information that will be used by TDA to determine eligibility and to score and rank applicants for potential funding ranges. Following the initial screening and scoring process, applicants recommended to proceed will be invited to submit a full Project Application, which is anticipated to be due in August 2026.

The maximum grant award available under the DRP is \$1,000,000, resulting in an estimated local match of \$900,000. The final required match will be dependent on the funding range recommended through the pre-application process, contingent upon the City being invited to submit a Project Application.

The table below summarizes the estimated local match requirements based on the maximum grant award, subject to TDA’s funding recommendation.

Phase II Alley Improvement Project	
Engineering	\$200,000
Construction	\$1,700,000
Total Project Cost	\$1,900,000
Potential Grant	\$1,000,000
Estimated City Match	\$900,000

Origination: Project Management

Recommendation:

Staff recommends approving Resolution No. 2026-15, authorizing submission of the Texas Community Development Block Grant Program Application for the Downtown Revitalization Program.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: X If yes, specify Account Number: 400-154-6409

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

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

RESOLUTION NO. 2026-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS, AUTHORIZING THE SUBMISSION OF A
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF
AGRICULTURE FOR THE DOWNTOWN REVITALIZATION
PROGRAM.**

* * * * *

WHEREAS, the City Council of the City of Tomball desires to develop a viable community, including decent housing and a suitable living environmental and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Tomball to apply for funding under the Texas Community Development Block Grant Program; and

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

SECTION 1. That a Texas Community Development Block Grant Program application for the Downtown Revitalization Program is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Downtown Revitalization Program.

SECTION 2. That the City of Tomball commits to selecting an eligible project in the designated downtown area that meets wither the National Program Objective to Eliminate Slum and Blighted Conditions or to Benefit Low-to-Moderate-Income Persons.

SECTION 3. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

SECTION 4. That the City of Tomball is committing to provide \$900,000 in matching funds toward the applications activities, with the specific usage and funding source to be determined prior to any award of grant funding.

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

Lori Klein Quinn
Mayor

ATTEST:

Thomas Harris, III
City Secretary



COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Vickie Britt Heald

Address: 11515 Aspenway Dr, Houston, TX 77070

Phone: _____

E-mail: styleisforever1969@gmail.com

Mobile: (713)882-4709

Fax or Other: _____

Buyer: City of Tomball

Address: 401 Market Street, Tomball, TX 77375

Phone: (281)351-5484

E-mail: desquivel@tomballtx.gov

Mobile: (817)774-6313

Fax or Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Harris County, Texas at 213 W. Main Street, Tomball, TX 77375 (address)

and that is ~~legally described on the attached Exhibit~~ or as follows:

being approximately a 0.04-acre site, more or less, together with all improvements thereon including the ±1,380 square foot building, further described as the East 18.75 feet of Lot 17, in Block 9 of TOMBALL TOWNSITE, an addition in Harris County, according to the map or plat thereof recorded in Volume 4, Page 25 of MRHC, Tx.

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) ~~Seller's interest in any trade names, if transferable, used in connection with the Property;~~ and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing \$ 560,000.00

B. Sum of all financing described in Paragraph 4 \$ _____

C. Sales price (sum of 3A and 3B) \$ 560,000.00

(TXR-1801) 07-08-22

Initialed for Identification by Seller

Initial VBH

and Buyer

DS [Signature]

Page 1 of 15

Commercial Contract - Improved Property concerning 213 W. Main Street, Tomball, TX 77375

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. **Third Party Financing:** One or more third party loans in the total amount of \$ N/A. This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- C. **Seller Financing:** Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$5,000.00 as earnest money with Stewart Title - Tomball (title company) at 14080 FM 2920, Ste E, Tomball, TX 77377 (address) Jane Mathews (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
 - (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) _____
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. **Title Policy:**

- (1) ^{Buyer} Seller, at ^{Buyer's} Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - (a) will not be amended or deleted from the title policy.
 - (b) ^{may} will be amended to read "shortages in areas" at the expense of Buyer Seller.
- (3) Within 10 days after the effective date, ^{Buyer} Seller will furnish Buyer ^{and Seller} a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

(TXR-1801) 07-08-22

Initialed for Identification by Seller

Initial VBH

and Buyer

DS [Signature]

Page 2 of 15

Commercial Contract - Improved Property concerning 213 W. Main Street, Tomball, TX 77375

B. Survey: Within 10 days after the effective date;

- (1) Buyer ^{may} ~~will~~ obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer N/A (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 5 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate

(TXR-1801) 07-08-22

Initialed for Identification by Seller

Initial
VBA

and Buyer

DS
[Signature]

Page 3 of 15

Colliers International, 1233 West Loop South, Suite 900 Houston TX 77027
Tom Condon

Phone: 713-222-2111 Fax: 713-930-2118
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

213 W Main

Commercial Contract - Improved Property concerning 213 W. Main Street, Tomball, TX 77375

this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition, ~~except that Seller, at Seller's expense, will complete the following before closing:~~ See Special Provisions Addendum for further details.

B. Feasibility Period: Buyer may terminate this contract for any reason within 10 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1)(b) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of _____ days by delivering \$ _____ to the title company as additional earnest money.

(a) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) (Check no boxes or only one box.)

all or \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

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and Buyer

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Commercial Contract - Improved Property concerning 213 W. Main Street, Tomball, TX 77375

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.
- (3) Buyer must:
 - (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information: Seller has previously provided Buyer all pertinent Property Information.

- (1) Delivery of Property Information: Within _____ days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*
 - (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
 - (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
 - (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
 - (f) copies of current utility capacity letters from the Property's water and sewer service provider;
 - (g) copies of all current warranties and guaranties relating to all or part of the Property;
 - (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
 - (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
 - (j) a copy of the "as-built" plans and specifications and plat of the Property;
 - (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
 - (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
 - (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

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- (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES: NONE IN EFFECT

~~A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:~~

- ~~(1) any failure by Seller to comply with Seller's obligations under the leases;~~
- ~~(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;~~
- ~~(3) any non-occupancy of the leased premises by a tenant;~~
- ~~(4) any advance sums paid by a tenant under any lease;~~
- ~~(5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and~~
- ~~(6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.~~

~~B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1038 Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

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Commercial Contract - Improved Property concerning 213 W. Main Street, Tomball, TX 77375

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: _____
Agent: _____
Address: _____
Phone & Fax: _____
E-mail: _____
License No.: _____

Cooperating Broker: Colliers International Houston, Inc.
Agent: Tom Condon Jr
Address: 9950 Woodloch Forest Dr., Suite 1225
The Woodlands, TX 77380
Phone & Fax: (713)830-4007 (713)830-4057
E-mail: tom.condon.jr@colliers.com
License No.: 0029114

Principal Broker: (Check only one box)
 represents Seller only.
 represents Buyer only.
 is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 15 only if (1) is selected.)

- (1) ^{Buyer} Seller will pay ^{Cooperating} ~~Principal~~ Broker the fee specified by separate written commission agreement between ~~Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.~~ Buyer and Cooperating Broker.
- (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
 _____ % of the sales price.

Cooperating Broker a total cash fee of:
 _____ % of the sales price.

The cash fees will be paid in Harris County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) 20 days after the expiration of the feasibility period,
 _____ (specific date).

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

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Colliers International, 1233 West Loop South, Suite 900 Houston TX 77027
Tom Condon

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201
Phone: 713-222-2111 Fax: 713-830-2118

www.lwlf.com

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- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
 - (3) an assignment of all leases to or on the Property;
 - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) service, utility, maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
 - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
 - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
 - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
- 11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

This Contract is subject to the terms and conditions of the Special Provisions Addendum attached hereto and incorporated herein.

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
 - (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) ~~preparation of the deed and any bill of sale;~~
 - (5) ~~one half of any escrow fee;~~
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
 - (1) all loan expenses and fees;
 - (2) preparation fees of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
 - (5) ~~one half of any escrow fee;~~ and
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. Prorations:
 - (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, ~~or~~

~~(Check if applicable)~~
 ~~enforce specific performance, or seek such other relief as may be provided by law.~~

B. ~~If, without fault, Seller is unable within the time allowed to deliver the estoppel certificate, survey or the commitment, Buyer may:~~

- ~~(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or~~
- ~~(2) extend the time for performance up to 15 days and the closing will be extended as necessary.~~

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, ~~or seek such other relief as may be provided by law, or both.~~

16. CASUALTY LOSS AND CONDEMNATION:

* is not obligated to ** or unwilling

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller ~~must~~ restore the Property to its previous condition ~~as soon as reasonably possible and not later than the closing date.~~ If, without fault, Seller is unable* to do so, Buyer may:

- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
- (2) ~~extend the time for performance up to 15 days and closing will be extended as necessary; or~~
- (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; ~~and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.~~

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: ~~(a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.~~

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

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18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

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- (10) any material physical defects in the improvements on the Property; or
- (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply.)

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
- (3) Commercial Contract Financing Addendum (TXR-1931);
- (4) Commercial Property Condition Statement (TXR-1408);
- (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
- (7) Notice to Purchaser of Real Property in a Water District (MUD);
- (8) Addendum for Coastal Area Property (TXR-1915);
- (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (10) Information About Brokerage Services (TXR-2501);
- (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);
- (13) **Special Provisions Addendum**

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

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E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. **TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or Federal Reserve Bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or Federal Reserve Bank holiday.

24. **EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. **ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (*the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used*).

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Commercial Contract - Improved Property concerning 213 W. Main Street, Tomball, TX 77376

- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

26. **CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on February 26, 2026, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Vickie Britt Heald

Buyer: City of Tomball

By: _____
 Signed by: Vickie Britt Heald
 By (signature): _____
 Printed Name: Vickie Britt Heald
 Title: Owner

By: _____
 DocuSigned by: David Esquivel
 By (signature): _____
 Printed Name: David Esquivel
 Title: City Manager

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

(TXR-1801) 07-08-22

Commercial Contract - Improved Property concerning 213 W. Main Street, Tomball, TX 77375

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

\$ _____, or
 _____ % of the sales price, or
 _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: Loren Smith

Address: _____

Olson & Olson LLP

Address: 2727 Allen Parkway, Ste 600

Houston, TX 77019

Phone & Fax: _____

Phone & Fax: (713)817-2074

E-mail: _____

E-mail: lsmith@olsonllp.com

Seller's attorney requests copies of documents, notices, and other information:

the title company sends to Seller.
 Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

the title company sends to Buyer.
 Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

A. the contract on this day February 24, 2026 (effective date);
 B. earnest money in the amount of \$ _____ in the form of _____ on _____

Title company: Stewart Title

Address: STEWART TITLE CO.

14080 FM 2920 #E

TOMBALL, TEXAS 77377

By: Muir

Phone & Fax: (281)357-8277

Assigned file number (GF#): #2851823

E-mail: Jane.Mathewse@stewart.com

Initial VBH DS RLS

**SPECIAL PROVISIONS ADDENDUM
TO
COMMERCIAL CONTRACT - IMPROVED PROPERTY**

This Special Provisions Addendum to Commercial Contract - Improved Property ("Addendum") is entered into between **CITY OF TOMBALL** ("Buyer") and **VICKIE BRITT HEALD** ("Seller") in order to amend the terms of a Commercial Contract - Improved Property contract ("Contract") entered into contemporaneously with the execution of this Addendum with respect to **213 W. Main St., Tomball, TX 77375** (the "Property").

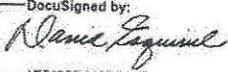
Seller and Buyer agree as follows:

1. Buyer Approval. This transaction and Buyer's obligation to perform hereunder shall be subject to the City of Tomball's City Council approving the transaction and ratifying the escrowed Contract prior to Closing.
2. Closing Contingencies. Notwithstanding anything contrary within the Contract, the obligation of Buyer to close the contemplated transaction and for the Earnest Money to be Non-Refundable to Buyer and "At Risk" shall be subject to the following contingencies:
 - i) Survey and Title to be free and clear of any objections to same being made by Buyer during the period of time provided for objecting to same and remaining unresolved at Closing; and
 - ii) No recognized environmental conditions, if identified in a Phase I or II Environmental Site Assessment, Geotechnical, Asbestos or Soil Testing Report being present.
3. Seller shall not have the right to leaseback the Property.
4. Condition. Notwithstanding anything to the contrary within the Contract, Seller shall represent and warrant that there are no liens or outstanding assessments arising by, through, or under Seller, due on the Property at Closing that would survive Closing. Except for the special warranty of title and the agreements to be executed at Closing, the Property will be conveyed, as-is, with all faults, disclaiming all representations and warranties relating to the building or Buyer's use thereof.
5. Signatures. Facsimile, emailed and/or electronic signatures shall be deemed same as originals for purposes of formation hereunder, including of the Contract.
6. Terms. Defined and capitalized terms in this Addendum will have the same meaning as in the Contract, unless otherwise indicated.
7. Ratification. Except as amended, the Contract is ratified and affirmed.
8. Merger. All prior oral agreements of the parties are merged into the terms of the Contract and this Addendum.
9. Conflict. In the event of a direct conflict between the terms of this Addendum and the Contract, the terms of this Addendum will control.

BUYER:

SELLER:

CITY OF TOMBALL

DocuSigned by:

 By: _____
1E5439D410B941E
David Esquivel,
 City Manager

Signed by:


AA15285CA37742A
Vickie Britt Heald,
 Owner



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

2-10-2025



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent. An owner's agent fees are not set by law and are fully negotiable.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. A buyer/tenant's agent fees are not set by law and are fully negotiable.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Colliers International Houston, Inc.	29114	houston.info@colliers.com	+1 713 222 2111
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Daniel Patrick Rice	811065	danny.rice@colliers.com	+1 713 830 2134
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Tom Condon, Jr.	419324	tom.condon.jr@colliers.com	+1 713 830 4007
Sales Agent/Associate's Name	License No.	Email	Phone
	2/24/2026		2/24/2026
Buyer/Tenant/Seller/Landlord Initials	Date		

Regulated by the Texas Real Estate Commission

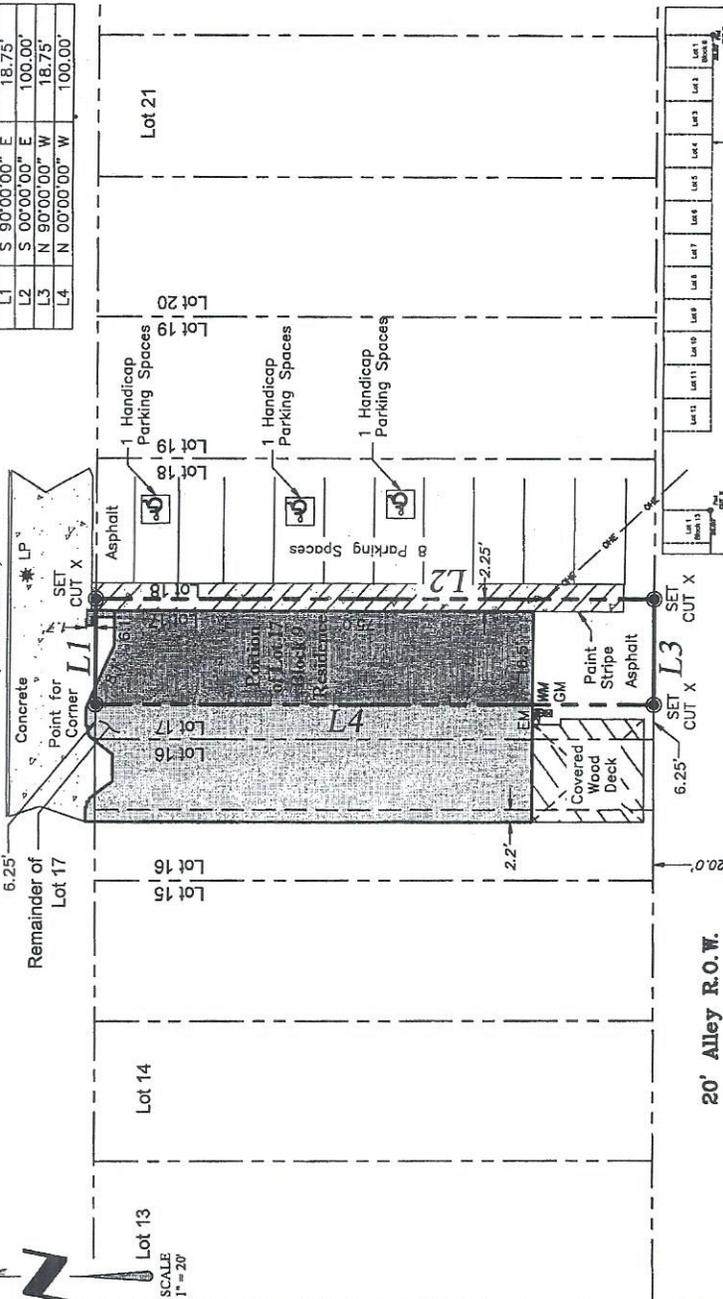
Information available at www.trec.texas.gov

IABS 1-1

213 WEST MAIN STREET

WEST MAIN STREET
(ROW VARIES)

LINE#	BEARING	DISTANCE
L1	S 90°00'00" E	18.75'
L2	S 00°00'00" E	100.00'
L3	N 90°00'00" W	18.75'
L4	N 00°00'00" W	100.00'



20' Alley R.O.W.

Lot 12	Lot 11	Lot 10	Lot 9	Lot 8
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- Notes:
- Subject to drainage easement extending 15 feet on each side of the centerline of any and all natural drainage courses per the Regulations of Harris County, Texas for the Approval and Acceptance of Infrastructure. No natural drainage courses were observed during our survey.
 - Surveyor did not abstract subject property. This survey was prepared with information contained in title commitment GF No. ATCH-26-ATCH19093575-TS of Alamo Title Company, Effective date of December 11, 2019, Issued date of December 18, 2019, and is subject to the limitations of that commitment.

PROPERTY DESCRIPTION
THE EAST 18.75 FEET OF LOT 17, BLOCK 9, OF REVISED MAP OF TOMBALL, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 23, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

Date:	01/22/20
ASC No.	2001.0831
Buyer:	VICKEE B'S ON MAIN, LLC
Client:	ALAMO TITLE - SPRING
G.F. No.	ATCH-26-ATCH19093575-TS
Underground Casing:	A.G. / L.W.
ALAMO TITLE - SPRING 6605 CYPRESSWOOD DR., SUITE 100 SPRING, TEXAS 77379	
213 WEST MAIN STREET TOMBALL, TEXAS 77375	

LEGEND - C.M. = Correlating Monument, P.M. = Found, L.P. = Lost, L.P. = Lost by
"Adverse Surveying Company". All Areas from this map are shown unless otherwise noted.
FLOOD NOTE:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FLOODFINDER.TX, THE SURVEYOR HAS DETERMINED THAT THERE ARE NO FLOOD ZONES FOUND IN CITY OF TOMBALL, COMAUNITY NUMBER 482010231A, DATED JUNE 18, 2007.

The undersigned have/has received and reviewed a copy of this survey.

X _____
X _____

Date: 1/22/2020

ARTHUR
LAND SURVEYING
11111 Blalock Ave, Suite 150 Houston, TX, 77042
281-917-2131 Branch #6 1016457
arthursurveying.com

STATE OF TEXAS
COUNTY OF HARRIS
MICHAEL D. MORTON
3886
PLAT SURVEYOR

ARTHUR
LAND SURVEYING

SURVEYORS CERTIFICATION:
I, the undersigned, do hereby certify that this survey was this day made on the ground of the property described herein, and that I am a duly licensed and qualified surveyor in the State of Texas. To the best of my knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, or other irregularities of any kind that have been advised of or known to me at the time this survey was made. This survey is based on the above referenced recorded map or plat unless otherwise noted.

City Council Meeting Agenda Item Data Sheet

Meeting Date: 03/02/26

Topic:

Presentation, discussion and possible action to ratify the contract to purchase the property located at 213 W. Main Street

Background:

Staff request council to ratify the contract to purchase the property located on 213 W. Main Street with the terms and conditions as set in the contracts.

Origination: City Manager's office

Recommendation:

Approve

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

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 #100 fund balance To account # _____

Signed _____	Approved by <u>David Esquivel</u>	<u>01/09/2025</u>
Staff Member	City Manager	Date