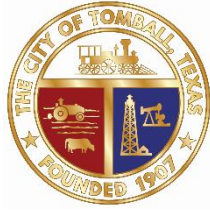


**NOTICE OF WORKSHOP 5:00 P.M./
REGULAR COUNCIL AGENDA 6:00 P.M.
CITY OF TOMBALL, TEXAS**



**Monday, January 19, 2026
5:00 PM**

Notice is hereby given of a Workshop and Regular meeting of the Tomball City Council, to be held on Monday, January 19, 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: 874 2346 1862 Passcode: 611652.** 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. Discussion on the Development Policy for Special Financing Districts.
 - 2. Discussion on Tomball Regional Health Foundation governance documents, organizational framework, and the City of Tomball's role in appointing or confirming members of the Foundation's Board of Directors.
 - 3. Discussion regarding improvements to the Cherry Street public restrooms.

- D. Proposed Future Agenda Items *[The following items are provided for informational purposes for City Council and public review. Any item may be pulled for separate discussion at Council's request.]*
1. Discussion to approve a Professional Services Agreement with Engineered Utility Solutions, Inc. for Project Number 2026-10001, City Gas Gate 4, for a total contract amount not-to-exceed \$145,445, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the adopted 2026-2031 Capital Improvement Plan.
 2. Discussion to approve a Professional Services Agreement Addendum with AIG Technical Services, LLC for Project Number 2025-10015, M121W Channel Segment C, for a total addendum amount of \$75,900 (contract total not-to-exceed \$150,885), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the adopted Fiscal Year 2026-2031 Capital Improvement Projects Plan and is included in the Fiscal Year 2025-2026 Capital Improvement Budget.
 3. Discussion to approve the expenditure of greater than \$100,000 with Waypoint Solutions for hardware, software support renewals, and consulting services, not-to-exceed amount of \$220,000, approve the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase. These expenditures are included in the FY 2025-2026 budget.
- E. Recess/Reconvene at 6:00 p.m.
- F. Invocation led by Pastor Kevin Bowles, Redeemer Church
- G. Pledges to U.S. and Texas Flags
- H. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- I. Reports and Announcements
1. Announcements

I. 2025 Employees of the Year – Jeremy Dueitt, Utilities Crew Chief & Johnny Scheible, Crew Leader

II. Upcoming events:

- January 24, 2026 – Harris County Sheriff's Office Jr. Mounted Posse from 9:00 – 10:30 a.m. at Tomball Depot Plaza
- February 12, 2026 – Kaffeeklatsch from 8:30 – 10:00 a.m. at Tomball Community Center
- February 24, 2026 – Sam Houston Trail Riders from noon – 2 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:

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

1. Approve Minutes of January 5, 2026 Workshop/Regular City Council meeting.

K. New Business

1. Consideration of and action on Resolution No. 2026-08, a Resolution of the City Council of the City of Tomball, Texas authorizing the submission of Community Project Fund Grant Application in the amount of \$1,015,000 for the purchase of a ladder truck, authorizing the appropriation of funding for local match, 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 Community Project Fund grant.

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

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

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

L. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 13th day of January 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

Thomas Harris III, TRMC
City Secretary

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 19, 2026

Topic:

Discussion on the 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 following a presentation by legal counsel, Bracewell, and to receive City Council direction regarding the existing policy, 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 Approved by _____

| | |
|--------------|------|
| Staff Member | Date |
|--------------|------|

| | |
|--------------|------|
| City Manager | Date |
|--------------|------|

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 19, 2026

Topic:

Discussion on Tomball Regional Health Foundation governance documents, organizational framework, and the City of Tomball's role in appointing or confirming members of the Foundation's Board of Directors.

Background:

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

During the December 15, 2025 Tomball City Council meeting, Council held preliminary discussion regarding TRHF's organizational framework and the City's role in appointing or confirming members of the Foundation's governing board. Council Members expressed interest in receiving additional information on the Foundation's bylaws, the procedures used to select and seat board members, and any opportunities to strengthen coordination between the City and TRHF.

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

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

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

Origination: Thomas Harris III, City Secretary

Recommendation: Continue the December 15, 2025 discussion, review relevant governance information, updates, clarifications, and/or items related to the TRHF and City's effective oversight and collaboration moving forward.

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

FUNDING (IF APPLICABLE)

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

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

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

| | | | |
|--------|--------------|-------------|--------------|
| Signed | _____ | Approved by | _____ |
| | Staff Member | | City Manager |
| | Date | | Date |

Ordinance 737

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

(SEAL)

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF HARRIS §

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

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

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

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

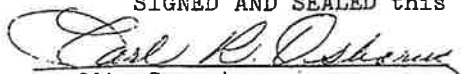
ORDINANCE FINDING IT IS TO THE BEST INTEREST OF THE CITY OF TOMBALL, TEXAS, AND ITS INHABITANTS TO CREATE A HOSPITAL AUTHORITY WITHOUT TAXING POWER UNDER THE HOSPITAL AUTHORITY ACT (COMPILED AS ARTICLE 4437e, VERNON'S ANNOTATED TEXAS CIVIL STATUTES) AND CREATING SUCH A HOSPITAL AUTHORITY; DESIGNATING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

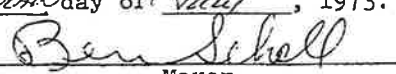
was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

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

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

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


City Secretary
(SEAL)


Mayor

**BYLAWS
OF
TOMBALL HOSPITAL AUTHORITY**

2013

ARTICLE I. DEFINITIONS

- 1.1 Authority. The term "Authority" shall mean Tomball Hospital Authority, a Texas municipal hospital authority.
- 1.2 Board. The term "Board" shall mean the Board of Directors of the Authority.
- 1.3 Board Committee. The term "Board Committee" shall mean a body created by resolution of the Board whose members are elected by the Board from its own voting membership and which is authorized to exercise a designated portion of the authority of the Board when the Board is not in session.
- 1.4 Bylaws. The term "Bylaws" shall mean these Bylaws of Tomball Hospital Authority.
- 1.5 Chief Executive Officer. The term "Chief Executive Officer" or "CEO" shall mean the top administrative management officer of the Authority.
- 1.6 City Council. The term "City Council" shall mean the City Council of the City of Tomball, whose powers and responsibilities regarding the Authority shall be those of a "governing body" as delineated in the Texas Hospital Authority Act, including, without limitation, the power to appoint Board Members as more specifically provided in Section 5.2 of these Bylaws.
- 1.7 Conflict of Interest. The term "Conflict of Interest" shall mean a potential or actual conflict of interest occurring when commitments and obligations to the Hospital, to the Authority or to widely recognized professional norms are likely to be compromised by a person's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed.
- 1.8 Creating Ordinance. The term "Creating Ordinance" shall mean City Ordinance No. 9310, which authorized the creation of Tomball Hospital Authority on July 30, 1973.
- 1.9 Director. The term "Director" shall mean a member of the Board of Directors of Tomball Hospital Authority. The terms "Director" and "Board Member" are synonymous.
- 1.10 State. The term "State" shall mean the State of Texas unless otherwise specifically indicated.
- 1.11 Name. The Authority shall also operate and do business under the name Tomball Regional Health Foundation.

ARTICLE II. STATUS AND PURPOSES

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

ARTICLE III. POWERS

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

ARTICLE IV. OFFICES

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

ARTICLE V. BOARD

5.1 GENERAL POWERS.

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

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

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

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

5.2 MEMBERS OF THE BOARD.

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

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

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

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

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

- #### 5.2.4 Criteria for Selection of Board Members.

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

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

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

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

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

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

5.7 MANNER OF ACTING.

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

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

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

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

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

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

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

5.9 VACANCIES.

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

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

ARTICLE VI. BOARD COMMITTEES

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

6.1.1 Executive Committee.

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

6.1.2 Nominating Committee.

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

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

6.1.3 Finance, Investment and Audit Committee.

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

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

6.1.3 Funding Committee.

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

6.1.4 Addition or Combination of Board Committees.

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

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

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

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

ARTICLE VII. OFFICERS

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

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

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

ARTICLE VIII. MISCELLANEOUS

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

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

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

8.11 CONFLICT OF INTEREST.

8.11.0 Definitions:

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

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

8.11.1 Procedures:

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

Board-delegated powers considering the proposed transaction or arrangement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX. AMENDMENTS TO BYLAWS

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

Revised: _____

SECRETARY'S CERTIFICATE

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

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



Ellen Stutts, Secretary

HISTORY OF BYLAWS

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

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

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

**BYLAWS
OF
TOMBALL HOSPITAL AUTHORITY**

ARTICLE I. DEFINITIONS

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

ARTICLE II. STATUS AND PURPOSES

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

ARTICLE III. POWERS

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

ARTICLE IV. OFFICES

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

ARTICLE V. BOARD

5.1 GENERAL POWERS.

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

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

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

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

5.2 MEMBERS OF THE BOARD.

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

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

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

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

5.7 MANNER OF ACTING.

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

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

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

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

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

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

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

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

5.9 VACANCIES.

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

ARTICLE VI. BOARD COMMITTEES

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

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

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

6.1.2 Nominating Committee.

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

6.1.3 Finance, Investment and Audit Committee.

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

6.1.4 Funding Committee.

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

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

6.1.5 Addition or Combination of Board Committees.

(a) Additional Board Committees.

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

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

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

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

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

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

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

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

ARTICLE VII. OFFICERS

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

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

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

ARTICLE VIII. MISCELLANEOUS

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

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

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

8.11 CONFLICT OF INTEREST.

8.11.1 Definitions:

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

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

8.11.2 Procedures:

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

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

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

(d) Violations of the Conflicts of Interest Policy.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX. AMENDMENTS TO BYLAWS

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

Revised July 30, 2025

HISTORY OF BYLAWS

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

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

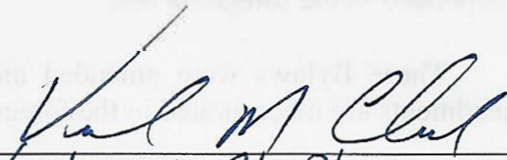
These Bylaws were amended and restated on September 25, 2013, which amendments are incorporated in the foregoing text.

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

SECRETARY'S CERTIFICATE

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

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



Vicki M. Clark Secretary



RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOMBALL HOSPITAL AUTHORITY

Establishing Board Member, Terms of Office, and Appointment Procedures

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

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

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

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

1. Board Composition and Representation

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

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

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

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

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

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

2. Terms of Office

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

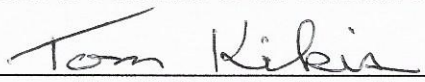
3. Eligibility

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

4. Effective Date

This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 24th day of September, 2025, by the Board of Directors of the Tomball Hospital Authority.


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



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Name: Sharon V Frank

Address: [REDACTED]

City/State/Zip [REDACTED]

Email: [REDACTED]

Date: 6/20/25

Phone: [REDACTED]

(Home)

Phone: n/a

(Work)

Cell: [REDACTED]

I have lived in Tomball 32 years.

I am x am not a U.S. Citizen

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

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

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

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

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

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

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

Please attach a short biography to this application.

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

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

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

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

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

Decision-Making Boards and Commissions

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

Meeting Information

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

Separate Legal Entities

- () Tomball Economic Development Corporation

Meeting Information

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

- ☒ Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

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

Meeting Information

As called

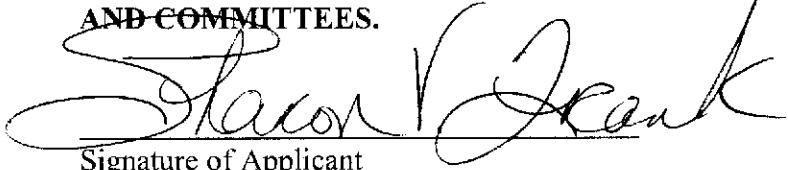
Non-profit Corporation Boards

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

Meeting Information

As called

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



Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

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

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

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

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

n/a

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

N/A

2 Office Held

N/A

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

N/A

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

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

Date Gift Accepted _____ Description of Gift _____

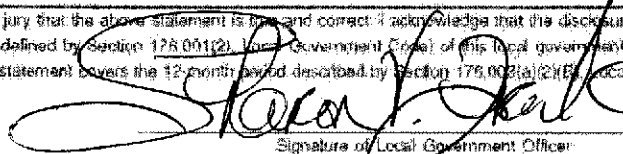
Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

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


Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

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

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

(2) Unsworn Declaration

My name is _____ and my date of birth is _____

My address is _____

(street)

(city)

(state)

(zip code)

(country)

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

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

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

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

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:
- (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.



Board Member Election on Disclosure

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

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

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

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

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

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

___ home address

___ home telephone number

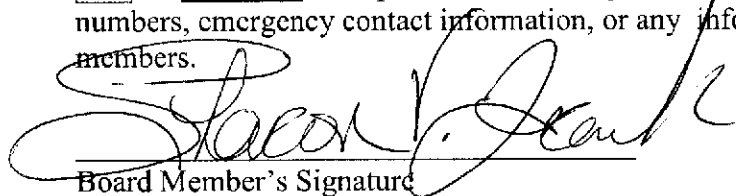
___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

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

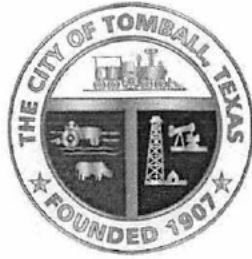

Board Member's Signature

20 June 2025

Date

Sharon V. Frank

Board Member's Printed Name



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: 6/5/24

Name: Janna Hoglund

Phone: _____

Address: _____

Phone: _____

(Home)

City/State/Zip _____

Cell: _____

(Work)

Email: _____

I have lived in Tomball 6 years.

I am X am not ____ a U.S. Citizen

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

In this role I oversee the daily operations of the library, as well as developing and sustaining strategic partnerships within

the Tomball Community. City of Tomball, TEDC, TISD, GTACC, LSC-Tomball, TRHF, Precincts 3 and 4 are some of the partners

I work with. We are very engaged with our community as this is the key in serving it better.

Multiple new services and programs for all ages have been added to benefit our Tomball Community

Professional and/or Community Activities: _____

GTACC Board of Directors - Vice Chairman of the Board (Business Resources), Executive Board Member, 2021-2023

Tomball Education Foundation Board of Directors, Executive Board Member, Vice President of Communications, 2022-present

Leadership North Houston Advisory Council, 2022-present

Through the service on these Boards I am engaged in various community events and activities that benefit Tomball Community

Additional Pertinent Information/References: _____

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

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

Please attach a short biography to this application.

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

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

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

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

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

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

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

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

Decision-Making Boards and Commissions

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

Meeting Information

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

Separate Legal Entities

- () Tomball Economic Development Corporation

Meeting Information

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

☒ Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

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



Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

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

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

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

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

n/a

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

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

n/a

Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

n/a

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

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

6/4/24
Date

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 178, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

Janna Hopland

2 Office Held

City Board

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

n/a

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

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

Date Gift Accepted n/a Description of Gift

Date Gift Accepted n/a Description of Gift

Date Gift Accepted n/a Description of Gift

(attach additional forms as necessary)

6 SIGNATURE

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

Janna Hopland
Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

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

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

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

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

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

Janna Hopland
Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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.

Janna Hoglund
Board Member's Signature

6/4/24
Date

Janna Hoglund
Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 06/04/2024 (date).

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

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

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

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

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

Janna Hopland

Signature of Applicant for Appointment

Janna Hopland

Printed Name of Applicant

6/4/2024

Date:

Janna V. Hoglund, MLIS

June 5, 2024

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

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

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

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

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

Sincerely,

Janna Hoglund

City Council Meeting Agenda Item Data Sheet

Meeting Date: 01-19-26

Topic:

Discussion regarding improvements to the Cherry Street public restrooms

Background:

Councilman Covington would like to update the council on possible improvements to the Cherry Street public restrooms. These improvements could be funded with the assistance of community partners.

Origination: City Manager's office

Recommendation:

n/a

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: _____ If yes, specify Account Number: # _____

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

| | | | | |
|--------|--------------|-------------|-----------------------|-----------------|
| Signed | _____ | Approved by | <u>David Esquivel</u> | <u>01/08/26</u> |
| | Staff Member | | City Manager | Date |

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 19, 2026

Topic:

Workshop Discussion Only – Approve a Professional Services Agreement with Engineered Utility Solutions, Inc. for Project Number 2026-10001, City Gas Gate 4, for a total contract amount not-to-exceed \$145,445, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the adopted 2026-2031 Capital Improvement Plan.

Background:

The City completed the Gas Master Plan in 2025 and presented the overall plan and identified capital improvement projects to City Council in November 2025. The final Gas Master Plan includes the need for a fourth City Gas Gate (New City Gas Gate 4), to be located on the western edge of the city limits to ensure adequate gas supply. The proposed location for the project is the south side of FM 2920 near the Park Road intersection at a location adjacent to/between an existing Si Energy station and an existing city-owned lift station.

The proposed project will include the construction of a fourth city gas gate on a 50' x 50' site and include a tie-in to the existing system with required modifications. Staff has worked with Engineered Utility Solutions, Inc. to develop a proposal that includes coordination with Si Energy for the connection to their transmission line or exploring a connection with Kinder Morgia, design of the gas gate, and construction oversight.

The project was included in the adopted 2026-2031 Capital Improvement Plan. Staff is requesting that this project be added to the Fiscal Year 2025-2026 Capital Improvement Project, to be paid from unobligated funds from the 2016 Medical Complex bond.

| City Gas Gate 4 | | |
|---------------------------------------|--------------------------------------|--|
| Project Element | Total Contract | Remaining Contract Amount |
| Engineering – EUSI | \$145,445 | N/A |
| Land Acquisition* | \$100,000 | N/A |
| Estimated Construction* | \$1,019,555 | N/A |
| Project Budget \$1,265,000 | Total Contracts \$145,445 | Remaining Funding \$1,119,555 |

*Land Acquisition and Construction is an estimate only – OPCC will be completed as part of the design

Origination: Project Management

Recommendation:

Staff recommends approving a Professional Services Agreement with Engineered Utility Solutions, Inc. for the design and construction oversight of the proposed City Gas Gate 4 for a total contract amount not-to-exceed \$145,445.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #400-615-6409

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

| | | | |
|--------|---------------------|-------------|--------------|
| Signed | <u>Meagan Mageo</u> | Approved by | _____ |
| | Staff Member | | City Manager |
| | Date | | Date |

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2026-10001
CITY OF TOMBALL
CITY GAS GATE 4**

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

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

WITNESSETH:

WHEREAS, the City desires to design and construction a new City Gas Gate to be designated as City Gas Gate 4 located on the west side of the city (the "Project"); and

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

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

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

**SECTION I.
SCOPE OF AGREEMENT**

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

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

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

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

SECTION III. OWNERSHIP OF WORK PRODUCT

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

SECTION IV. TIME FOR PERFORMANCE

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

SECTION V. COMPLIANCE AND STANDARDS

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

SECTION VI. INDEMNIFICATION

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

SECTION VII. ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed **\$145,445**, including reimbursable expenses as identified in Exhibit "A".

SECTION VIII. INSURANCE

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

SECTION IX. TERMINATION

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

the City when and if this Agreement is terminated.

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

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

Engineered Utility Solutions, Inc.
Attention : Diana Perossa, PE, President
8603 Crossriver Lane
Houston, Texas 77095

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

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

**SECTION XI.
LIMIT OF APPROPRIATION**

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

**SECTION XII.
SUCCESSORS AND ASSIGNS**

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

**SECTION XIII.
DISCLOSURE OF INFORMATION**

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

**SECTION XIV.
MODIFICATIONS**

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

**SECTION XV.
ADDITIONAL SERVICES OF ENGINEER**

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

**SECTION XVI.
CONFLICTS OF INTEREST**

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

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

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

**XVIII.
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

EXECUTED on this ____ day of _____, _____.

**Company Name: Engineered Utility
Solutions, Inc.**

Name: Diana Perossa, PE
Title: President/Chief Engineer

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Thomas Harris III, City Secretary

EXHIBIT A



EUSI

Engineered Utility
Solutions, Inc.

Texas Registered Firm F-20659

December 30, 2025

Drew Huffman
Director of Public Works
City of Tomball
501 James St
Tomball, Texas 77375

VIA EMAIL ONLY

Re: Design Proposal for City Gate #4

Dear Drew:

Thank you for allowing our firm to offer professional engineering services for the City of Tomball's (City) new city gate design. This proposal is for the design and bid phase services for a new city gate station. This new city gate is designated as City Gate Number 4 and is referred to as CG4. Engineered Utility Solutions, Inc.'s. (EUSI) team of licensed professional engineers is uniquely qualified to design this critical facility.

As of the writing of this proposal, the tentative location for the station is on the south side of FM 2920 near the Park Rd intersection at a location adjacent to/between an existing Si Energy station and an existing City lift station as shown on the attached Map Exhibit. The tentative transmission pipeline supplier that would provide the new feed is Si Energy. An easement for the new station site is required and a new supplier agreement with the new transmission pipeline owner is also required. The existing Si Energy station is referred to as Si Energy FM 2920 M&R Station and is adjacent to an existing Energy Transfer station as well. Both of these natural gas sites contain above ground piping. The existing City lift station is referred to as Lift Station #3 and is located at 15303 FM 2920. For purposes of this proposal, we will refer to the Si Energy site as the existing pipeline station. Similarly, for purposes of this proposal, we will refer to City Lift Station #3 as the existing City sanitary lift station. The existing natural gas distribution system has an existing 4" polyethylene main located along the north side of FM 2920. A lateral needs to be designed from this main line to CG4 as well. We propose the following scope and fee for your consideration:

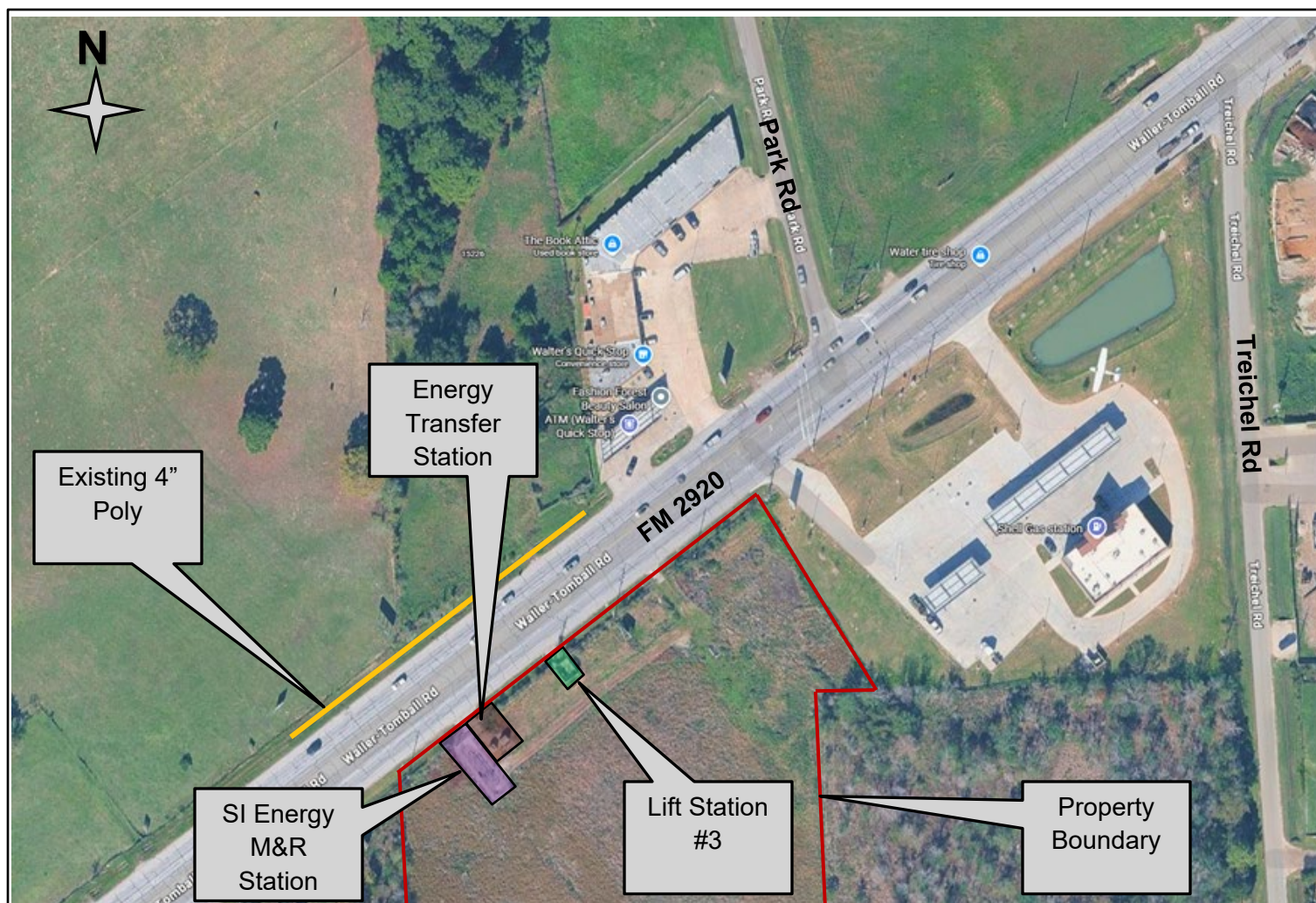


Exhibit 1: Tentative Site Location Details

- Station Design** — our team will design a new city gate station to be located along FM 2920 at the described target location to receive pipeline feed from Si. The station will be an above-ground facility with the upstream begin point (i.e., the high-pressure inlet side) commencing at the custody transfer point from Si Energy. The design pressure for this end will match the Si Energy pipeline MAOP and be designed to ANSI 300 standards. At the time of this proposal, it is believed the Si Energy pipeline that will supply CG4 is an existing 6" coated steel referred to as Alamo Pipeline (formerly EPCOR's Hughes Natural Gas system) having an MAOP of 450 psi with a typical operating pressure of 300 psi. The downstream station terminus (i.e., the low-pressure outlet side) will be designed for an MAOP of 60 psi with a typical operating pressure of 40 psi and designed to ANSI 150 standards. The station will be designed for a capacity of 300 Mcfh with a typical output of 120 Mcfh and a starting load of 80 Mcfh. The downstream terminus for the station will be below ground at a location outside of the future

fenced area. This design will be rendered to match the City's existing stations, specifically, the Grand Parkway City Gate. Components to be designed include pressure regulation, over-pressure protection, bypasses to facilitate equipment change-out in the future and valve headers to facilitate control of the distribution system downstream of the station fenced area. Our design will incorporate as many of the operations and maintenance details as are practical from the existing city gates and district regulator stations. This includes pressure gauges, equipment type/models and freeze protection. Signed and sealed plans will be delivered to the City for bidding and construction. The plans will include:

- Detailed Station Design
 - Site Layout
 - Bill of Materials
 - Construction Specifications
 - General Notes & Requirements
 - Test Specifications
 - Coating Requirements
 - Fence Details
 - Cathodic Protection Design
 - Radiographic Weld Inspection Requirements
- **Mainline Plans and Permitting** – our team will design a lateral connection to the existing City distribution system on FM 2920 and obtain the required TxDOT permit for the installation of this new supply main. The deliverable for this item is a signed and sealed plan and profile design exhibit for use in obtaining the necessary TxDOT permit as well as an approved TxDOT permit which will be submitted and obtained through the TxDOT RULIS permitting process/system.
- **Surveying and ROW Coordination** – we will coordinate the identification of the easement boundary needed for CG4. This coordination includes generating an exhibit to illustrate the potential station boundary for discussion purposes with the City and Si Energy. The exhibit can also be used by the City in negotiating with the property owner for the station easement needed. This task includes surveying and generating the metes and bounds description and exhibit required for the agreed upon easement boundary for the station. The metes and bound description together with the metes and bounds exhibit will be used by the City to develop the

easement document. Included in this activity is ensuring the station footprint size is adequate for the station design and intended system operations at this site. Additionally, this task includes the associated construction staking and as built surveying.

- **Transmission Pipeline Coordination** – our team will facilitate and participate in discussions as needed to coordinate the pipeline supply, custody transfer point parameters and ensure the future capacity anticipated at this time is properly addressed on the pipeline side. Additionally, we will coordinate meetings to ensure a supply agreement is successfully negotiated between the City and Si Energy. Also, this task accounts for coordinating the commissioning of the new station in accordance with the City’s target activation schedule.
- **Construction Coordination and Bid Phase Services:** The following activities will be provided by our team during the bid and construction phases of the project:
 - Measurement and Payment Items
 - Bid Package Compilation
 - Review standard bid package materials prepared by City to ensure compatibility with measurement and pay items as well as project specifications.
 - Bid Advertisement
 - Pre-bid meeting; including generating meeting minutes.
 - Responding to bidder questions, including generating an answer log for distribution to all bidders.
 - Generating a bidders list
 - Evaluating bids received
 - Contractor vetting
 - Participation in Pre-Construction meeting, including generating meeting minutes.
 - Responding to contractor requests for information
 - Reviewing material submittals to confirm compatibility with material specifications and contract requirements.
 - Evaluate contractor as built submittals to ensure City receives all necessary documentation for their records as required by Title 49 Code of Federal Regulations 192 “Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards” (49 CFR 192)

Items not included in this scope that can be performed for additional fee are listed below:

- Including a check meter in the station design
- Including an odorizer in the station design
- Driveway design
- TxDOT Driveway permit
- SCADA telemetry
- Power and lighting
- ROW acquisition services (i.e., negotiating with land owner, generating the easement document and/or filing the easement with the County)

We propose to develop a concept station design for City review and approval prior to generating our complete and detailed station design. Additionally, all construction specifications and general requirements will be presented to the City for review and approval as well. It is our intent to work closely with the City during the bid and construction phase to ensure the successful installation of this new station. All deliverables will meet the requirements of 49 CFR 192 as well as the City's Operations and Maintenance standards and Operator Qualification requirements.

This scope of work can be performed by our team at a cost of One Hundred Forty-Five Thousand Four Hundred Forty-Five Dollars (\$145,445.00) and our work can begin one (1) week following authorization to proceed.

Please review this at your leisure and let us know if you would like to discuss this further or if you have any questions.

Regards,



Diana Perossa, PE

President | Chief Engineer

c: Jeff Rogers, PE
Megan Mageo
Will Goff

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 19, 2026

Topic:

Workshop Discussion Only – Approve a Professional Services Agreement Addendum with AIG Technical Services, LLC for Project Number 2025-10015, M121W Channel Segment C, for a total addendum amount of \$75,900 (contract total not-to-exceed \$150,885), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the adopted Fiscal Year 2026-2031 Capital Improvement Projects Plan and is included in the Fiscal Year 2025-2026 Capital Improvement Budget.

Background:

The M121W Channel Segment C project was included in the Drainage Master Plan as a proposed project for drainage improvements along M121W Channel Segment C. The project limits begin north of Medical Complex within the existing M121 channel and continue north approximately 2,000 feet to the confluence with M121 and Hardin Ditch (Hardin Street right-of-way) and include reconstructing the channel reach at ultimate depth to provide outfall depth for upstream improvements.

The City entered into a professional services agreement with AIG Technical Services to complete the surveying, environmental assessment, design, bidding, construction management, material testing, and other required services, for a not-to-exceed amount of \$74,985.

As design has progressed, it has been determined that professional engineering and surveying services to include boundary survey, topographical survey, and subsurface utility engineering, is required.

The project was identified from the Drainage Master Plan as a high priority project to alleviate flood as was added to the Fiscal Year 2024-2025 Capital Improvement Budget, and adopted Capital Improvement Plan, to be paid from drainage impact fees that are required to be used within ten years of collection per Chapter 395 of Texas Local Government Code.

| M121W Channel Segment C | | |
|-------------------------------------|--------------------------------------|--|
| Project Element | Total Contract (with addendum) | Remaining Contract Amount |
| Engineering – AIG | \$150,885 | N/A |
| Estimated Construction* | \$416,055 | N/A |
| Project Budget \$566,940 | Total Contracts \$150,885 | Remaining Funding \$416,055 |

*Construction is an estimate only – OPCC will be completed as part of the design

Origination: Project Management

Recommendation:

Staff recommends approving a Professional Services Agreement Addendum with AIG Technical Services, LLC for the design of the M121W Channel Segment C for a total amount of \$75,900, for a total contract amount not-to-exceed \$150,885.

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

FUNDING (IF APPLICABLE)

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

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

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

| | | | |
|--------|---------------------|-------------|--------------|
| Signed | <u>Meagan Mageo</u> | Approved by | _____ |
| | Staff Member | | City Manager |
| | Date | | Date |

**SUPPLEMENTAL NO. 1
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. 2025-10015
CITY OF TOMBALL
M121 RECONSTRUCTION TO HARDIN DITCH
(M121W CHANNEL SEGMENT C)**

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

THIS IS A SUPPLEMENTAL AGREEMENT amending an AGREEMENT between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and AIG Technical Services, LLC ("Engineer"), executed the _____ day of _____, 2026, relative to design and construction for completion of the M121-01-00 (western lateral) Channel, Segment C.

WITNESSETH:

WHEREAS, the City desires to execute a supplemental amendment to the Professional Services Agreement for additional professional engineering and surveying services to include boundary survey, topographical survey, and Subsurface Utility Engineering (the "Project"); and

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

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

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

**SECTION I.
SCOPE OF AGREEMENT**

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

SECTION II. CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

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

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

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

SECTION VII. ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed **\$75,900**, including reimbursable expenses as identified in Exhibit "A", for a total contract amount not to exceed **\$150,885**.

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

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

made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

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

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

AIG Technical Services, LLC
Attention: Kyle Bertrand, PE, Associate VP
1500 S. Dairy Ashford, Suite 445
Houston, Texas 77077

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

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Attn: Project Manager
501 James Street
Tomball, Texas 77375

**SECTION XI.
LIMIT OF APPROPRIATION**

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

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**SECTION XIII.
DISCLOSURE OF INFORMATION**

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

**SECTION XIV.
MODIFICATIONS**

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

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

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

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

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A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

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

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

EXECUTED on this ____ day of _____, _____.

**Company Name: AIG Technical Services,
LLC**



Name: Kyle Bertrand, PC
Title: Associate Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Thomas Harris III, City Secretary

EXHIBIT A

**SUPPLEMENTAL No. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2025-10015
CITY OF TOMBALL
M121W CHANNEL, SEGMENT C**

THIS IS A SUPPLEMENTAL AGREEMENT amending an AGREEMENT between the CITY OF TOMBALL and AIG TECHNICAL SERVICES, LLC executed the 3rd day of June 2025, relative to professional services for Tomball Engineering and Planning Project No. 2025-10015.

Upon execution of this Supplemental the scope and fee shall be amended as follows:

**SUPPLEMENTAL No. 1 SECTION I
SCOPE OF AGREEMENT**

The scope of services shall be amended to include supplemental professional engineering and surveying services. Upon reviewing preliminary engineering design plans in November 2025, a coordination meeting with City staff was held to discuss the intended deepening of the M121-01-00 channel (also known as M121W) north of Medical Complex Drive. Based on the available topographical survey, these channel modifications were determined to provide minimal benefit for the southern reaches of Segment C. In conjunction with these coordination meetings, rescoping and drawings revisions are necessary to implement upstream improvements to M121-01-00 Segment C and interim construction of M121-01-01 & M121-01-02 (also known as Hardin Street Ditch). Revisions to project deliverables are listed below:

1. Provide boundary survey (TSPS Category 1B, Condition 3)
2. Provide topographical survey (TSPS Category 6, Condition 1)
3. Provide Subsurface Utility Engineering (SUE) for utilities within limits of improvements
4. Provide construction documents for the interim improvements of M121-01-01 to South Cherry Street and M121-01-02 to School Street.

Exclusions listed in the original agreement remain unchanged.

**SUPPLEMENTAL No. 1 SECTION IV
TIME FOR PERFORMANCE**

The time for performance of the supplemental Scope of Work shall be extended through preparation of construction documents with an estimated plan set and opinion of probable construction cost available for City review and approval in 180 calendar days. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated, and over which Engineer has no control.

SUPPLEMENTAL No. 1 SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Supplemental Agreement, the City shall pay Engineer on the basis set forth in Attachment "A" of the original agreement, plus a supplemental services fee of \$75,900.00 (Subconsultant cost +10%) for a total amended contract amount not to exceed \$150,885.00, including reimbursable expenses.

| Services to be Provided | Original Fee (June 2025) | Supp. No. 1 (January 2026) | Revised Total | |
|----------------------------------|------------------------------------|--------------------------------------|----------------------|-------------|
| Plans, Specifications & Estimate | \$ 74,585.00 | \$ 10,000.00 | \$ 84,585.00 | (Lump Sum) |
| Surveying Services (Rods, Inc.) | \$ 0.00 | \$ 65,900.00 | \$ 65,900.00 | (Lump Sum) |
| Reimbursable Expenses | \$ 400.00 | \$ 0.00 | \$ 400.00 | (Cost Plus) |
| Total | \$ 74,985.00 | \$ 75,900.00 | \$ 150,885.00 | |

SUPPLEMENTAL No. 1 SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

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

City of Tomball
501 W. Market Street
Tomball, Texas 77375
Attn: Drew Huffman, Director of Public Works

SECTION X LIMIT OF APPROPRIATION

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

IN WITNESS WHEREOF, the City of Tomball has lawfully caused this Agreement to be executed by the City Manager of said City and attested by the City Secretary and AIG Technical Services, LLC, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2026

ENGINEER:
AIG Technical Services, LLC



By: _____

Name: Kyle A. Bertrand, PE

Title: Associate Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, PE, City Manager

ATTEST:

City Secretary



January 2, 2026

Patrick Rummel, P.E.
AIG Tech
11740 Katy Freeway
Suite 1100
Houston, TX 77079
patrick.rummel@aigtechnical.com
Phone: 404-285-9367

RE: Proposal for a Topographic & Boundary Survey, Quality Levels D, C & A SUE
City of Tomball, Texas – M121 Channel & Hardin Street Ditch Improvements

Dear Mr. Rummel,

We are pleased to submit the following proposal for the above-referenced project.

Project Location

The project is located on Hardin Street ROW between School St & S Cherry St in Tomball, Texas, as shown on the project vicinity map in Attachment C.

Survey Scope

Control:

RODS, Inc. (RODS) will establish horizontal control based on the Texas Coordinate System of 1983, South Central Zone No. 4204, and utilize the vertical datum NAVD88, Geoid99, 2001 Adjustment. RODS will tie the previously set City of Tomball monument numbers 1 and 2.

- RODS, Inc. will establish approximately four (4) survey control points throughout the project site
- Vertical control will reference the City of Tomball monuments and HCFCD Reference monument 120210 which the monuments are referenced too.

Boundary Survey (Cat.1B, Cond. 3)

- Provide deed research to determine existing rights-of-way throughout the project routes
- Tie in property corners and block corners to define the existing rights-of-way (ROW).
- Prepare a rights-of-way map of the existing rights-of-way, in accordance with TSPS Category 1B, Condition 3 standards.

Topographic Survey (Cat. 6, Cond. 1):

RODS will perform a topographic survey for approximately 4,250 linear feet along the Hardin Street Ditch from School St to S. Cherry Street, and M121 Channel from the Hardin Street Ditch south to Medical complex Drive as shown on Attachment C of this proposal.

The topographic survey will include, but not be limited to:

- Cross sections will be surveyed at 100' intervals for the width of the ROW plus approximately 10 feet where possible. Shots will include natural ground elevations and cross sections of the channels, including top bank, grade breaks, toe of slope, flow line, and edge of water.
- Locate any visible above-ground improvements, including but not limited to fences, gates, culverts, back slope swales and above-ground utility appurtenances, and the location of any aerial utility lines, etc.
- Wooded/brushed areas shall be limited to an outlined area only. No Individual Trees shall be located on natural vegetation areas.
- RODS will provide inverts on all visible and accessible storm and sanitary manholes, and inlets. Inverts will be based on data collected in the field and will include pipe flow line elevations, size, material and directions of pipes.

SUE Scope

We understand the scope of work to consist of providing Quality Levels D, C & A SUE per ASCE Standard 38-22. This includes:

- **SUE Quality Level D** involves a preliminary site visit, research to determine utility owners, contacting the utility companies to request the existing utility records, and drawing the information obtained into a utility base map.
- **SUE Quality Level C** involves correlating the Quality Level D information obtained from existing utility record investigation with the visible surface features obtained from a topographic survey performed by RODS Inc. Limitations of a C&D investigation include utilities that have been sold or abandoned with no record or surface features.
- **SUE Quality Level A** Testholes will be excavated via non-destructive vacuum excavation. In order to perform the field work, the following will also be completed: contact Texas One Call agency to notify of digging intent and perform on-site field inspection and designate the desired utility to determine exact location. Air-vacuum excavation will be utilized to determine orientation, size, depth, material and condition of the intended utility. The test holes will then be surveyed in by RODS Inc. Signed and sealed Test Hole Data Sheets will be produced for the excavated locations, depicting top, side and plan views, and detailing survey information as well as size, material and depth of utilities found.

Note that 2 testholes were estimated for this project due mainly to where the 2 pipelines, shown from the Texas Railroad Commission in Attachment D, could potentially conflict with the proposed ditch improvements.

Schedule

RODS will complete the above-described initial basic service tasks within forty-five (45) business days of the receipt of the signed Sub-Agreement and written Notice to Proceed. SUE QLA test holes will be completed as authorization is given.

Deliverables**Survey:**

- Bentley Open Roads Designer .dgn 2D and 3D CAD files of the topographic survey
- Signed and sealed CAT1B boundary, CAT6 topographic survey, and survey Control Index Sheet and a Horizontal and Vertical Control Detail Sheet(s) in .pdf format.

SUE :

- Digital 2D CADD file in Bentley Open Roads Designer format in 1:1 model space suitable for 1-inch = 20-foot drawings showing the SUE Quality Levels differentiated by symbology.
- Signed and sealed Test Hole Data Sheets for excavated locations.

Estimated Cost

This project will be billed on a specified rate & unit cost basis, not to exceed the total shown below. See Attachments B1 & B2: Estimated Fee Schedules for additional information.

| SUMMARY OF SURVEY TOTALS | |
|--------------------------|---------------------|
| Control | \$ 4,635.00 |
| Boundary Survey | \$ 12,220.00 |
| Topographic Survey | \$ 25,795.00 |
| Survey Subtotal | \$ 42,650.00 |
| SUMMARY OF SUE TOTALS | |
| QL-D Total | \$ 10,346.00 |
| QL-A Setup Total | \$ 2,600.00 |
| SUE QL-A Unit Cost Total | \$ 4,310.00 |
| SUE Subtotal | \$ 17,256.00 |

Total For All Services: \$ 59,906.00

Should you have any questions or require additional information, please feel free to contact me. We look forward to working with you on this project.

Sincerely,



Lane M. Lease. P.E.
Vice President
RODS Inc.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: 1/19/2026

Topic:

Discussion to approve the expenditure of greater than \$100,000 with Waypoint Solutions for hardware, software support renewals, and consulting services, not-to-exceed amount of \$220,000, approve the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase. These expenditures are included in the FY 2025-2026 budget.

Background:

Waypoint Solutions plays a critical role in supporting the City of Tomball's information technology and cybersecurity infrastructure. Our city depends on their expertise in strategic IT consulting and the procurement of essential hardware and software support to maintain vital city systems.

To meet our operational needs, staff recommends approving the proposed expenditure with Waypoint Solutions, through the Choice Partners Cooperative (Contract No. 22/041KN02).

| Consulting Services | \$25,000 |
|-----------------------------|------------------|
| Hardware Procurement | \$35,000 |
| Software Renewals & Support | \$150,000 |
| Contingency | \$10,000 |
| Total | \$220,000 |

Origination: Information Technology

Recommendation:

Staff recommends approval of the expenditure with Waypoint Solutions for a total not-to-exceed amount of \$220,000 as appropriated in the FY 2025-2026 Budget.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____

If yes, specify Account Number: # Multiple Accounts

If no, funds will be transferred from
account:

#

To Account: #

Signed: Ben Lato

Staff Member

Date

Approved by: _____

City Manager

Date

//

City Council Meeting Agenda Item Data Sheet

Meeting Date: January 19, 2026

Topic:

2025 Employees of the Year – Jeremy Dueitt, Utilities Crew Chief & Johnny Scheible, Crew Leader

Background:

Origination:

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Kristie Lewis, HR 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 | | City Manager |
| | Date | | Date |

City Council Meeting Agenda Item Data Sheet

Meeting Date: January 19, 2026

Topic:

Upcoming events:

- January 24, 2026 – Harris County Sheriff’s Office Jr. Mounted Posse from 9:00 – 10:30 a.m. at Tomball Depot Plaza
- February 12, 2026 – Kaffeeklatsch from 8:30 – 10:00 a.m. at Tomball Community Center
- February 24, 2026 – Sam Houston Trail Riders from noon – 2 p.m. at Tomball Depot Plaza

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: January 19, 2026

Topic:

Approve Minutes of January 5, 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

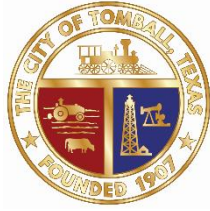
Date _____

Approved by _____

City Manager

Date _____

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



**Monday, January 05, 2026
5:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for January 05, 2026, 5:00 PM, at 401 Market Street, Tomball, Texas 77375.

A. Mayor L. Klein Quinn called the meeting to order at 5:02 P.M.

PRESENT:

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

CITY STAFF PRESENT:

City Manager - David Esquivel
Assistant City Manager – Sakura Moten
City Attorney – Loren Smith
City Secretary – Thomas Harris III
Assistant City Secretary – Shannon Bennett
Community Development Director – Craig Meyers
Fire Chief – Joe Sykora
Police Chief – Jeff Bert
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
Director of Marketing & Tourism - Chrislord Templonuevo
Director of I.T. – Ben Lato
Project Manager - Meagan Mageo
Special Project Director -Luisa Taylor
Police Officer – Matthew Maglitto

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

C. General Discussion

1. Review of and discussion on the progress of the Tomball Archive and History Center (TAHC).

City Secretary Thomas Harris introduced Allison LaRocca, Historical Archivist who provided a power point presentation of the progress of the Tomball Archive and History Center. (Exhibit A)

2. Discussion and direction on possible Charter Amendments and proposed ballot language for a 2026 Special Election.

City Secretary Thomas Harris presented proposed Charter Amendments and corresponding ballot language for consideration in connection with the 2026 Special Election. (Exhibit B)

Tana Ross, 30722 Country Meadows Drive, Tomball, Texas, expressed her opinion that the ballot language related to the communications section should be separated.

3. Discussion on Ordinance No. 2025-22, 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 – Previously Presented as Code of Ethics.

City Secretary Thomas Harris presented an overview of the elements from the first reading of Ordinance No. 2025-22 and requested Council feedback to determine a final reading. (Exhibit C)

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

1. 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.

Community Development Director Craig Meyers answered questions related to Item D.1.

2. 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.

Community Development Director Craig Meyers answered questions related to Item D.2.

E. Future Workshop Items - None

F. Recess/Reconvene at 6 p.m.

Mayor Klein Quinn recessed the meeting at 5:47 p.m. and reconvened it at 6:04 p.m.

G. Invocation ley by Pastor Craig Gilbert, Rose Hill Methodist Church

H. Pledges to U.S. and Texas Flags led by City Manager David Esquivel

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

J. Presentations – None

K. Reports and Announcements

1. Announcements

Director of Marketing & Tourism Chrislord Templonuevo announced the following:

- January 6, 2026 – Blood Drive from 10:00 a.m. – 2:15 p.m. at Fire Station #1

- January 8, 2026 - Kaffeeklatsch from 8:30 a.m. – 10:00 a.m. at Tomball Community Center
 - January 24, 2026 – Harris County Sheriff Office Junior Posse annual visit to the Deport from 9:00 a.m. – 10:30 a.m.
2. Reports by City staff and members of council about items of community interest on which no action will be taken:
- City Manager David Esquivel announced that the Houston-Galveston Area Council will present the City of Tomball with a Certificate of Recognition for the 2025 Parks and Natural Areas award in the projects over \$500,000 category for Louie's Together Playground on February 6, 2026, at 9:30 a.m.

Mayor Klein Quinn returned to the workshop meeting to continue with the general discussion items.

- L. 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.] - None*
- M. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

1. Approve Minutes of December 15, 2025, Workshop/Regular City Council meeting.
2. Approve a Professional Services Agreement with Oller Engineering, Inc. for the design of the relocation of utilities along FM 2920, Project Number 2014-10031, for a not-to-exceed amount of \$765,541, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project is included in the adopted FY 2026-2030 Capital Improvement Plan, and the contract costs will be reimbursed by the TEDC as approved in Resolution No. 2025-14.

Motion made by Council 5 Parr, Seconded by Council 4 Covington to approve New Business Consent Agenda items.

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

Motion carried unanimously.

N. New Business

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

Motion made by Council 1 Ford, Seconded by Council 2 Garcia to adopt Ordinance No. 2026-04 on first reading.

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

Motion carried unanimously.

O. Mayor Lori Klein Quinn adjourned the meeting at 7:15 P.M.

PASSED AND APPROVED on this 19th day of January 2026

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: January 19, 2026

Topic:

Consideration of and action on Resolution No. 2026-08, a Resolution of the City Council of the City of Tomball, Texas authorizing the submission of Community Project Fund Grant Application in the amount of \$1,015,000 for the purchase of a ladder truck, authorizing the appropriation of funding for local match, 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 Community Project Fund grant.

Background:

In 2024, City staff applied for Community Project Funding through the U.S. Department of Housing and Urban Development requesting \$2,900,000 in grant funding for the purchase of a 100-foot aerial ladder truck.

In November 2025, staff was notified that the City of Tomball was awarded \$1,015,000 in grant funding to be applied toward the purchase of the ladder truck. The purchase of the ladder truck (Shop No. 25-240) was approved by City Council on August 18, 2025, in a not-to-exceed amount of \$2,684,698.

As a condition of the grant award, staff is requesting approval of Resolution 2026-08 to authorize the following:

- Submission of all required grant application and acceptance documents
- Appropriation of funds necessary to meet the local match requirement
- Authorization of the City Manager to act as the City’s authorized representative and to execute all documents related to the grant award

The table below summarizes the required local match based on the approved purchase price of the ladder truck, less the awarded grant funds.

| Pierce Aerial 100’ Ladder Truck (Shop 25-240) | |
|---|-------------|
| Total Purchase | \$2,684,698 |
| Total CPF Grant Awarded | \$1,015,000 |
| Required Local Funds | \$1,669,698 |

Origination: Project Management

Recommendation:

Staff recommends approving Resolution No. 2026-08.

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: Various

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

| | | | |
|--------|---------------------|-------------|--------------|
| Signed | <u>Meagan Mageo</u> | Approved by | <u></u> |
| | Staff Member | | City Manager |
| | Date | | Date |

RESOLUTION NO. 2026-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS AUTHORIZING THE SUBMISSION OF
COMMUNITY PROJECT FUND GRANT APPLICATION,
AUTHORIZING THE APPROPRIATION OF FUNDING FOR
LOCAL MATCH, 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 COMMUNITY PROJECT
FUND GRANT.**

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas desires to submit an application to receive funding through the Community Project Fund for the purchase of a ladder truck for the Fire Department; and

WHEREAS, it is necessary and in the best interest of the City and County to apply for funding under the Community Project fund;

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

Section 1. That a Community Project Fund grant application is hereby authorized to be filed with the United States Department of Housing and Urban Development for funding consideration under the Community Project Fund – Congressional Direct Spending.

Section 2. The application is for the Community Project Fund to purchase a ladder truck for use for the City of Tomball fire department.

Section 3. The grant amount approved shall be up to the maximum approved amount of \$1,015,000 and will include a local match totaling \$1,669,698.

Section 4. The City of Tomball will be responsible for any additional cost incurred over the estimated total purchase price of \$2,684,698.

Section 5. That the City Council directs and designates the City Manager as the Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and participation in the Community Project Fund.

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

Lori Klein Quinn
Mayor

ATTEST:

Thomas Harris III
City Secretary

City Council Meeting Agenda Item Data Sheet

Meeting Date: January 19, 2026

Topic:

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

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

Background:

Origination: David Esquivel, City Manager

Recommendation:

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

Signed: Shannon Bennett 1/7/26

Staff Member

Date

Approved by: _____

City Manager

Date