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

Monday, July 06, 2026
5:00 P.M.

Notice is hereby given of a Workshop and Regular meetings of the Tomball City Council, to be held on Monday, July 06, 2026 at 5:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location**): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 847 2070 5730 Passcode: 387913.** The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

A. Call to Order

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

C. General Discussion

1. Presentation of and Discussion on Granicus Simpleview Platform, Destination Marketing, and Tourism Technology Overview.

2. Tomball Economic Development Corporation activity update.

3. Workshop Discussion Only – Discussion regarding potential modifications to the City's payment processing methods for utility billing and other City transactions.

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

1. Workshop Discussion Only – Approve a Service Agreement with Encore One, LLC (DBA Marsden South, LLC) for the janitorial services and supplies for City facilities, for a not-to-exceed amount of $120,000 (RFP 2026-10), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the proposed Fiscal Year 2026-2027 Budget.

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

F. Invocation by Chaplain Steve Allison, VFW Tomball Post 2427

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. **Upcoming events**:

- July 9, 2026 – Kaffeeklatsch (Chrislord Templonuevo – Marketing) from 8:30 – 10:00 a.m. at Tomball Community Center
- July 10, 2026 – Tomball Kids Club from 9:00 – 11:00 a.m. at Juergens Park
- August 7, 2026 – Tomball Night from 5:00 – 10:00 p.m. in Downtown Tomball

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

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

1. Adopt, on Second Reading, Ordinance No. 2026-10, and Ordinance of the City of Tomball, Texas, annexing a 120-foot-wide portion of FM 2920 Road, being a Texas Department of Transportation (TxDOT) right-of-way, along the length of the property footage beginning at the current city limits near Telge Road and a 20' wide access easement extending west to Krahn Lane for an approximate length of 2,960 feet (0.56 miles), and consideration to approve Ordinance No. 2026-10 approving the Municipal Annexation.

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

3. Adopt, on Second Reading, Ordinance No. 2026-15, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 14.09 acres of land, situated in the W Hurd Survey, Abstract 377 from Agricultural (AG) to General Retail (GR) on Tracts "3G & 4B" and "3D-1 & 4A-1". The applicant is requesting to allow for the properties to be developed for general retail uses. The property is located west of the southwest intersection of FM 2920 and Telge Road from Agricultural (AG) to General Retail (GR), within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

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

1. Approve Minutes of June 11, 2026, Special City Council meeting.

   Approve Minutes of June 11, 2029, Joint City Council and Tomball Economic Development Corporation meeting.

   Approve Minutes of June 15, 2026, Workshop/Regular City Council meeting.

2. Approve a professional services agreement with GrantWorks, Inc. for grant administration services related to the Building Resilient Infrastructure and Communities (BRIC) Grant for an amount not-to-exceed $1,000,000 (RFP 2026-11), therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the BRIC Grant program, if awarded.

L. Old Business

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

M. New Business

1. Approve Resolution Number 2026-09, a Resolution of the City Council of the City of Tomball, Texas approving the Amended and Restated Reimbursement Agreement for the Seven Oaks Public Improvement District Number 14.

2. Approve, on First Reading, Resolution No. 2026-30-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with a Business Improvement (MEGA) Grant by and between the Corporation and Black Forest Flex Park, LLC to make direct incentives to, or expenditures for, building and site improvements for new or expanded business enterprise to be located at 27210 Hwy 249, Bldg. A, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $50,000.00.

3. Approve, on First Reading, Resolution No. 2026-31-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with a Business Improvement (MEGA) Grant by and between the Corporation and Black Forest Flex Park, LLC to make direct incentives to, or expenditures for, building and site improvements for new or expanded business enterprise to be located at

27210 Hwy 249, Bldg. B, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $50,000.00.

4. Consider an application for an Indoor & Outdoor Special Events Fireworks Display by EC Entertainment to occur on July 11, 2026 at Boxwood Manor located at 945 E Hufsmith Road.

5. Discussion and possible action to designate a Council member(s) and city staff to an advisory committee to review possible options for mobile food truck regulations.

6. Discussion and possible action to designate Council members and city staff to an advisory committee to review possible options for municipal buildings at TEDC properties.

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

- Sec. 551.071 – Consultation with the City Attorney regarding pending or contemplated litigation.

- 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.

8. First Reading: Consideration of and Action on Ordinance No. 2026-19. An Ordinance of the City Council of the City of Tomball, Texas, granting the request for Disannexation of a certain tract of land containing 11.130 acres or 484,852 square feet, situated in the Elizabeth Smith Survey, Abstract No. 70, Harris County, Texas, being out of a called 16.4724 acre tract conveyed to 11311 Holderreith Limited, L.P. as recorded under Harris County Clerk's File No. W840420, located at 11311 Holderrieth Road, Tomball, Texas; Amending the City's corporate boundaries to exclude said property; providing for savings; providing for severability; and providing for an effective date.

N. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 29th day of June 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

_____

Thomas Harris III, TRMC
City Secretary

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

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:

Presentation of and Discussion on Granicus Simpleview Platform, Destination Marketing, and Tourism Technology Overview.

Background:

Granicus and Simpleview platform offers an integrated suite of solutions that uniquely bridges government constituent engagement with destination marketing, enabling cities to reach, engage, and connect all stakeholders (from full-time residents to visitors and business owners) through a single, data-driven ecosystem.

Origination: City Council

Recommendation:

Party(ies) responsible for placing this item on agenda: Lori Klein Quinn, Mayor

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: #

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

Signed Thomas Harris III 05/05/2026 Approved by

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:

Tomball Economic Development Corporation activity update.

Background:

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

Recommendation:

Discussion item only; no action required.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Kelly Violette Approved by

Executive Director-TEDC Date City Manager Date

TOMBALL ECONOMIC DEVELOPMENT CORP.

7/6/2026 City Council Update

Presentations, Events, & Meetings

- TEDC and CivicSol hosted the Strategic Plan Steering Committee Meeting #2 on May 7, 2026
- TEDC staff attended the new council orientation and provided a TEDC overview on May 13, 2026
- TEDC and CivicSol hosted the following Stakeholder Roundtables as part of the Strategic Planning Process
    - Partner Organization Roundtable - May 18, 2026
    - Old Town Stakeholder Roundtable - May 18, 2026
    - Small Business & Entrepreneur Stakeholder Roundtable - May 22, 2026
    - Education and Workforce Development Stakeholder Roundtable - May 22, 2026
- TEDC staff attended the Baker Hughes STEM Graduation on May 19, 2026
- TEDC hosted the Downtown Parking and Mobility Study Stakeholder Meeting #3 on June 2, 2026
- TEDC held a two-day Strategic Planning Retreat on June 11-12, 2026, for the development of the 2026-2029 TEDC Strategic Plan
- TEDC staff held two meetings with private developers regarding South Live Oak
- TEDC staff attended Texas Economic Development Council Mid-Year Conference in Plano, Texas on June 17-19, 2026
- TEDC staff attended the Employer Roundtable at Lone Star College – Tomball on June 22, 2026
- TEDC staff met with the Collins Family and city staff to discuss potential partnership opportunities for a memorial structure on May 11, 2026 and June 9, 2026

TEDC Board Meetings

Regular TEDC Board Meeting – June 9, 2026:

- Business Improvement (MEGA) Grant approved for Black Forest Flex Park, LLC Bldg. A in an amount not to exceed $50,000.00
- Business Improvement (MEGA) Grant approved for Black Forest Flex Park, LLC Bldg. B in an amount not to exceed $50,000.00

Business Retention & Expansion (BRE) Committee

5 BR&E Committee Meetings – 9 Business Improvement Grants Approved

9 Business Improvement Grants (BIG's) Approved:

- Gloyer's Pharmacy – Landscaping Improvement – TEDC Grant Amount: $10,000.00
- Black Forest Flex Park, LLC (Bldg. A)– MEGA Grant – TEDC Grant Amount: $50,000.00
- Black Forest Flex Park, LLC (Bldg. B) – MEGA Grant – TEDC Grant Amount: $50,000.00
- Mahjong Rodeo - Landscaping Improvement – TEDC Grant Amount: $231.88
- Mahjong Rodeo - Signage Improvement – TEDC Grant Amount: $211.09
- Mahjong Rodeo - Facade Improvement – TEDC Grant Amount: $1,147.85
- Paradigm Brewing – Property Improvement – TEDC Grant Amount: $1,750.00
- MRH Investments – Property Improvement – TEDC Grant Amount: $10,000.00

- Paul and Delphine Michna – Facade Improvement – TEDC Grant Amount: $3,990.00

Tomball Legacy Square

- Held Stakeholder Advisory Committee meeting #5: May 12, 2026 – Feasibility Study Overview
- TEDC staff met w/the Executive Director of Cypress Creek F.A.C.E on May 19, 2026
- TEDC staff and Board Member Hall met w/the Executive Director of the Pearl Fincher Museum of Fine Arts on May 26, 2026
- National Youth Theater hosted a one-week summer camp at Tomball Legacy Square – June 8-13, 2026
- TEDC staff met with representatives of The Texas Repertory Theatre Company on June 24, 2026
- Held Stakeholder Advisory Committee meeting #6: June 25, 2026 – Parking Study Presentation

SYEP – Summer Youth Employment Program

- TEDC Hosted the SYEP Midpoint Meeting with participating businesses on June 24, 2026
- Site visits will be conducted in July

Upcoming Events

- TEDC Board Meeting – July 14, 2026
- Tomball Legacy Square Advisory Committee Meeting #7: July 16, 2026
- TEDC Annual Outlook Luncheon – October 2026

FY 2027 Budget Schedule

- July 14,2026 TEDC Budget Workshop
- August 3, 2026 Joint City Council/TEDC Budget Workshop
- August 11, 2026 TEDC Budget Consideration
- August 17, 2026 Joint City Council/TEDC Budget Workshop
- August 17, 2026 City Council Budget Consideration

Organizational Updates

- TEDC has hired John Kelley as the new Marketing and Communications Manager who started on June 1, 2026.
- Virtual interviews are underway for the Project Manager position and in person interviews to be scheduled in the upcoming week.

Marketing & Communications

- New marketing leadership is fully operational. John Kelley onboarded, completed a full audit of TEDC's marketing assets, vendor contracts, and digital infrastructure.
- Social media performance jumped significantly in the first month. TEDC published 12 posts across LinkedIn, Facebook, and Instagram including a 50% increase over the prior period, resulting in over 23,000 impressions, 446 likes, and engagement increases of 215% on Facebook, 750% on Instagram, and 49% on LinkedIn compared to May.

- Analytics and tracking infrastructure is now in place. Google Analytics, Google Search Console, and Google Tag Manager were built and installed on the TEDC website this month, giving the organization granular tracking of page visits, property search activity, document downloads, etc.
- Advertising and vendor landscape has been reviewed. Meetings were held with Winkler PR, Beefy Marketing, Business Facilities, Expansion Solutions, FDI Alliance International, and Group C Media to assess current contracts, performance, and proposals for the FY26/27 budget cycle. A coordinated meeting between TEDC and City of Tomball marketing departments was also completed to align on shared priorities.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:

Workshop Discussion Only – Discussion regarding potential modifications to the City's payment processing methods for utility billing and other City transactions.

Background:
Staff has been evaluating payment processing costs associated with credit card transactions and opportunities to reduce merchant service fees incurred by the City. As part of that review, staff consulted with legal counsel regarding the City's authority to modify accepted payment methods.

As a home-rule municipality, the City generally has the authority to establish and modify payment processing procedures, including limiting or eliminating certain payment methods for utility billing and other City services. Potential options discussed by staff include discontinuing online credit card payments and requiring ACH/eCheck payments for online transactions, as well as establishing limits on in-person credit card transactions.

Legal counsel advised that Municipal Court fines require additional consideration to ensure reasonable payment accessibility for customers who may not have access to ACH or check payment methods. One option would be to apply any online payment changes to court transactions while continuing to provide alternative methods for customers needing to make credit card payments through coordination with Court staff.

There is no statutory waiting period or notice requirement that would prohibit implementation of revised payment processing procedures. However, staff would provide appropriate public communication and customer notifications prior to implementing any changes to minimize disruption to residents and customers.

This item is presented for City Council discussion and direction regarding potential modifications to the City's payment processing policies.

Origination: City Management

Recommendation:

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 _____ Approved by _____

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:

Workshop Discussion Only – Approve a Service Agreement with Encore One, LLC (DBA Marsden South, LLC) for the janitorial services and supplies for City facilities, for a not-to-exceed amount of $120,000 (RFP 2026-10), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the proposed Fiscal Year 2026-2027 Budget.

Background:

The proposed services agreement with Encore One, L.L.C. (Marsden South) is for fiscal year 2027, beginning October 1, 2026, and expiring September 30, 2027, and has the option for three additional one-year renewals. Marsden was selected through the Request for Proposals process (RFP 2026-10), which allowed for interested parties to submit their qualifications and proposal to provide janitorial services to City facilities, as well as provide janitorial supplies including toilet paper, paper towels, trash can liners, etc. Four firms submitted sealed proposals, with Marsden being selected as offering the best value to the City based on the proposed scope of work. The selection and discussions were held in accordance with the City's adopted Procurement Policy and Manual and state procurement law.

This item authorizes a service agreement with Encore One, LLC (DBA Marsden South LLC) to provide janitorial services and supplies for City facilities. Janitorial services and supplies for the first year of the contract will be $95,954. A complete breakdown of the contract is provided in the table below:

Janitorial Services & Supplies Annual Cost	
Location	**Total**
City Hall (401 Market St.)	$14,028
Tomball Police Department (400 Fannin St.)	$29,510
Administrative Services Building (501 James St.)	$20,744
Public Works Service Center (501 James St.)	$8,101
Tomball Community Center (221 Market St.)	$15,916
IT – Annex Building (105 S. Cherry St.)	$1,508
Fire Station #1 (1200 Rudel)	$2,060
Visitors Center (215 W. Main St.)	$1,566
South Wastewater Treatment Plant (12411 Holderrieth Blvd.)	$2,521
Base Contract Price (Cleaning Only)	**$95,954**
Supplies & Additional Services (Cleanings)	$24,046
Total Contract:	**$120,000**

Origination: Project Management

Recommendation:

Staff recommends approving a Service Agreement with Encore One, LLC (DBA Marsden South, LLC) for janitorial services and supplies for City facilities for an amount not-to-exceed $120,000.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #100-157-6104
100-157-6311

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

RFP for Janitoral Services
Committee Scoring Summary

Committee	American Janitorial Services	Jani King	Del Sol	Ambassador Services	Elite Janitorial Solutions	Glimmer Janitorial	Maintenance Resources	ABM	Marsden South	The Cleaning Source	Baza Services	CCS
One	85	70	70	71	76	65	75	34	90	66	76	27
Two	69	66	79	77	79	84	90	84	79	78	71	89
Three	80	75	100	91	86	80	90	35	95	91	86	97
Four	85	55	55	71	61	50	70	35	90	51	66	32
Total	319	266	304	310	302	279	325	188	354	286	299	245
Average	**80**	67	76	78	76	70	**81**	47	**89**	72	75	61

CITY OF TOMBALL
SERVICES AGREEMENT RENEWAL

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Janitorial Services

This Renewal is made and entered into by the **City of Tomball** (referred to as the "City"), with an office at 501 James Street, Tomball, TX and, **Marsden South, LLC** (the "Company"), with an office at **12501 Reed Road, Sugar Land, TX 77478** City hereby engages the services of Company as an independent contract for Janitorial services, upon the following terms and conditions.

1. SCOPE OF AGREEMENT RENEWAL
   1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing, attached hereto and incorporated herein for all purposes.
   1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City's sole discretion, shall control.

2. TERM OF AGREEMENT RENEWAL; TERMINATION
   2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **October 1, 2026 through September 30, 2027.** with Four (4) additional one-year renewal options remaining**.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
   2.2. The City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
   2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT RENEWAL
   This Agreement Renewal represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT
   Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION
   For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed $120,000.

6. MODIFICATION OF RATES
   Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY
   7.1. DEFINITIONS
   For the purpose of this section the following definitions apply:

   a. "City" shall mean all officers, agents and employees of the City of Tomball.
   b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
   c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
   d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
   e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
      i. injury or damage to any property or right
      ii. injury, damage, or death to any person or entity
      iii. attorneys' fees, witness fees, expert witness fees and expenses,
      iv. any settlement amounts; and
      v. all other costs and expenses of litigation
   f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

7.2. Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE

NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.
THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation	(where required – Statutory by State Law)
Employer's Liability	$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

a. Premises/ Operations — Combined Single Limit
b. Independent Contractors
c. Personal Injury
d. Products/Completed Operations
e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at $500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

a. Owned/Leased Automobiles
b. Non-owned Automobiles
c. Hired Cars

All insured at combined single limits for bodily injury and property damage for $500,000 per occurrence.

8.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be

subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

a. Be named as an additional insured;
b. Be provided with a waiver of subrogation, in favor of the City,
c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

9. PAYMENT AND PERFORMANCE
Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW
Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

11. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

12. NO WAIVER OF IMMUNITY
The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

13. NOTICES
Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified

Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

12501 Reed Road
Sugar Land, TX 77478

14. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

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

AGREED to and ACCPETED this ___ day of _____, 2026.

_____
Company

_____
Signature

_____
Print Name

_____
Title

AGREED to and ACCPETED this ___ day of _____, 2026.

City of Tomball

_____
David Esquivel, PE
City Manager

Attest:

_____
Thomas Harris III
City Secretary

EXHIBIT A
SCOPE OF WORK

I. General Description

The City of Tomball is seeking to obtain professional Janitorial Services for nine (9) City owned buildings beginning October 1, 2026, and ending September 30, 2027. The City of Tomball will have the right and option to extend the term for three (3) additional one (1) year periods with the same term and conditions. The City of Tomball will also have the right and option to terminate the Contract upon thirty (30) days written notice.

As part of the proposal the City is also seeking an additional proposal from Proposers to provide janitorial supplies such as toilet tissue, hand soap, hand towels and urinal mats for all facilities.

II. City Facilities

A. City Hall, 401 Market Street
   i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.

B. Administrative Services Building, 501 James Street
   i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.

C. Public Works Service Center, 501 James Street (1st floor only)
   i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.

D. Tomball Community Center, 221 Market Street
   i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.
   ii. Additional cleaning for festivals will be requested in advance.

E. Tomball Police Department, 400 Fannin Street
   i. Performed nighty, seven days a week, Monday through Sunday, no City holiday exception.

F. Fire Station One, 1200 Rudel (Administration Side)
   i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.

G. IT (Annex Building),105 S. Cherry Street
   i. Performed once per week, Friday only. If City holiday falls on Friday cleaning must be completed the Thursday prior.

H. Visitors Center (Marketing Building), 215 W Main Street
   i. Performed once per week, Friday only. If City holiday falls on Friday cleaning must be completed the Thursday prior or Monday following.

I. South Wastewater Treatment Plant, 12411 Holderrieth Boulevard (Office Building)
   i. Performed once per week, Friday only. If City holiday falls on Friday cleaning must be completed the Thursday prior.

III. Supplies

The City is requesting the selected firm to provide all cleaning supplies required to complete the required cleaning, including trashcan liners, disinfectants, and equipment.

In addition, the City is interested in contracting with the selected Proposer to provide daily supplies as an Additive/Alternate in their submitted proposal. These supplies include toilet paper, hand towels, hand soap, and urinal mats. Supplies will need to be provided to all facilities included in the Scope of Work.

IV. Background Clearance

Selected Contractor will enter City buildings using a FOB system. In order to obtain access all employees must pass a background check and fingerprinting.

V. Monthly Checklist

The Contractor will submit monthly checklist to be initialed for each required activity during the month for each facility to ensure compliance with required task of the contract.

VI. Daily General Cleaning

A. All carpet will be vacuumed, and spot cleaned as needed.
B. All trash receptacles will be emptied, and trash removed to designated areas.
C. Clean all furniture including desks, tables, chairs, filing cabinets, bookshelves, and telephones.
D. Drinking fountains will be cleaned and disinfected and all exposed metal shall be polished and kept free of foreign matter.
E. All surfaces, including doors, walls, partition panels, ceramic tiles, etc., will be kept clean and free of spots, smudges, and foreign matter.
F. All glass doors and glass panels including bright metal finishes and handrails will be cleaned, rubbed, and polished. Partition glass will be cleaned to remove smudges and fingerprints.
G. Delivery areas will be regulated to maintain a clean appearance.
H. Mats and runners will be thoroughly vacuumed and kept clean.
I. All non-carpeted common area floors will be maintained by any means necessary to achieve optimum cleanliness and appearance normally associated with a first-class facility.
J. All hard floor surface will be swept, damp mopped, and spray buffed as needed.

VII. Daily Restroom Cleaning

A. All restroom fixtures, including sinks, toilet bowls and urinals will be disinfected. All toilets' seats will be disinfected top and bottom. All bright metal accessories, including hardware on plumbing fixtures, partitions and dispensing accessories shall be cleaned and polished weekly.
B. Trash receptacles will be emptied, cleaned disinfected and lined.
C. Soap, towels, and tissue dispensers will be filled nightly.
D. Clean all mirrors.
E. Restroom walls and partitions will be kept clean and free of spots, smudges, graffiti, and foreign matter.
F. Restroom floors will be cleaned by mopping and rinsing with a disinfecting solution. A specific mop is used for this area only and item is to be identified as such.

VIII. Daily Kitchen Cleaning

A. The sink in all kitchen areas is to be cleaned daily and should be polished weekly.
B. Trash receptacles and lids will be emptied, cleaned, disinfected, and lined.

C. Kitchen counters and appliance handles are to be wiped down and sanitized.

IX. Monthly General Cleaning
   A. Windowsills and blinds dusted.
   B. All air supply and return grills will be thoroughly cleaned and cobwebs removed from ceiling/corners areas.
   C. All carpet to detailed vacuumed along baseboards, edges, furniture, under desk, etc.
   D. Scrub and refinish all the tile floors.
   E. Wash down bathroom walls, partitions, including doors.
   F. Urinal mats will be changed monthly in all restrooms.

X. Quarterly Cleaning
   A. Shampoo carpet using extraction method at City Hall, Administrative Services Building, Police Department, Fire Station 1, IT Building, Visitor Center.

XI. Semi-Annual Cleaning (October and April)
   A. Strip and wax entire hard surfaces at City Hall, Administrative Services Building, Public Works Service Center, Community Center, Police Department, Fire Station 1, IT Building, Visitor Center.
   B. Clean all windows- inside and outside- during regular business hours Monday- Friday.

XII. Schedules of Extra Services and Requirements at Community Center
   A. When the City's Community Center has a scheduled event during the weekend, it may become necessary to schedule additional services. This service will take place for two of our events the first being Tomball German Heritage Festival which takes place over the last weekend in March. The Second event will be the Tomball German Christmas Market which will take place over the second weekend in December. Both of these events will require cleanings on Saturday and Sunday. If we require additional service on the weekend, that will be requested with two weeks notice.
      i. Notice of two (2) weeks (14 days) will be provided to the janitorial service. A form indicating the date, day, and rooms to be used will be provided, enabling the janitorial company to plan for additional service following the event. The janitorial service will be provided via email (if provided) or by phone.
      ii. Weekend Community Center cleaning to include all items under: Daily General Cleaning and Restroom Cleaning.

EXHIBIT B - RFP NUMBER 2026-10 : JANITORIAL SERVICES - CITY OF TOMBALL

COST FOR SERVICES

ITEM	LOCATION	Cost for Daily General Cleaning (per month)	Cost for Monthly Cleaning (per month)	Cost for Quarterly Cleaning (per quarter)	Cost for Semi - Annual Cleaning (per occurrence)	Total per year for location
1	City Hall - 401 Market St. (9,000 sq ft)	$834.31	$293.03	$100.00	$200.00	$14,028.00
2	Tomball Police Department - 400 Fannin St.(11,000 sq ft)	$1374.22	$1038.53	$150.00	$300.00	$29,510.00
3	Administrative Services Building - 501 James St.(15,000 sq ft)	$ 1,374.22	$298.53	$125.00	$300.00	$20,744.00
4	Public Works Service Center - 501 James St.(1,500 sq ft)	$523.81	$119.94	$75.00	$150.00	$8,101.00
5	Tomball Community Center - 221 Market St.(7,000 sq ft)	$1,047.61	$228.39	$100.00	$300.00	$15,916.00
6	IT(Annex Building) - 105 S. Cherry St.(2,000 sq ft)	$61.82	$39.60	$65.00	$100.00	$1,508.00
7	Fire Station # 1 Administration - 1200 Rudel(4,000 sq ft)	$55.10	$73.15	$75.00	$300.00	$2,060.00
8	Vistors Center (Marketing Building) 215 W. Main Street(1,350 sq ft)	$61.82	$32.77	$75.00	$200.00	$1,566.00
9	S. Waste Water Treatment Plant - 12411 Holderrieth Blvd. (1,000 sq ft)	$123.64	$50.95	$75.00	$200.00	$2,521.00

TOTAL BID PER YEAR: $95,954.00

D-3 REVISED

RFP NUMBER 2026-10 : JANITORIAL SERVICES - CITY OF TOMBALL

COST FOR EXTRA SERVICES: Weekends Community Center

ITEM	DESCRIPTION	Hourly Rate
1	Saturday Cleaning Only	$21.00
2	Sunday Cleaning Only	$21.00
3	Saturday & Sunday Cleaning	$21.00

D - 4 REVISED

EXHIBIT B - RFP NUMBER 2026-10 : JANITORIAL SERVICES - CITY OF TOMBALL

COST FOR MATERIALS

ITEM	Product Description	Cost Per Case	
1	Can Liners: 24X33	$38.00 Per Case	(1000 liners)
2	Can Liners 43X47	$33.00 Per Case	(1000 liners)
3	Can Liners 38X63	$40.95	(150 liners)
4	Hand Soap	$39.00 Per Case	(4 gallon bottles)
5	Urinal Mats	$76.00 Per Case	(6 mats)
6	Urinal Screens	$25.00 Per Case	(10 units)
7	Wax Bags	$28.31 Per Case	(250 bags)
8	Toilet Seat Covers	$51.00	(5,000 sheets)
9	Multi- Fold Towels	$35.05	(4,000 sheets)
10	Toilet Tissue (2-Ply)	$56.75	(96 rolls)

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:

Upcoming events:

- July 9, 2026 – Kaffeeklatsch (Chrislord Templonuevo – Marketing) from 8:30 – 10:00 a.m. at Tomball Community Center
- July 10, 2026 – Tomball Kids Club from 9:00 – 11:00 a.m. at Juergens Park
- August 7, 2026 – Tomball Night from 5:00 – 10:00 p.m. in Downtown Tomball

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: July 6, 2026

Topic:

Adopt, on Second Reading, Ordinance No. 2026-10, and Ordinance of the City of Tomball, Texas, annexing a 120-foot-wide portion of FM 2920 Road, being a Texas Department of Transportation (TxDOT) right-of-way, along the length of the property footage beginning at the current city limits near Telge Road and a 20' wide access easement extending west to Krahn Lane for an approximate length of 2,960 feet (0.56 miles), and consideration to approve Ordinance No. 2026-10 approving the Municipal Annexation.

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

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

> **120-foot-wide portion of FM 2920 Road, being a Texas Department of Transportation (TxDOT) right-of-way, along the length of property footage beginning at the current city limits near Telge Road and a 20' wide access easement, along the frontage of property known as extending west to Krahn Lane for an approximate length of 2,960 feet (0.56 miles)**

This two Public Hearings required by the Texas Local Government Code to receive comments regarding the annexation of FM 2920 Road right-of-way were conducted on June 1, 2026 at the Regular City Council The first required Public Hearing was conducted on June 1, 2026 and June 15, 2026 at the Regular City Council meetings.

This item is to take final action on the Municipal Annexation that includes the legal description, vicinity map, and service plan through final adoption of Ordinance Number 2026-10.

Origination: City Secretary

Recommendation:

Adopt, on Second Reading, Ordinance No. 2026-10, and Ordinance of the City of Tomball, Texas approving the request for annexation.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Thomas Harris, III _____ Approved by _____

Staff Member Date City Manager Date

ORDINANCE NO. 2026-10

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

* * * * * * * * * *

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

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

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

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

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

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

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

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

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

SECTION 1.

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

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

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

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

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

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

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

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

FIRST READING:

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

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

SECOND READING:

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

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

_____

Lori Klein Quinn, Mayor
City of Tomball

ATTEST:

_____

Thomas Harris III, City Secretary

DVJ GROUP
ENGINEERS · SURVEYORS

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

APPENDIX A

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

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

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

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

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

1. North 87 Degrees 59 Minutes 32 Seconds East, a distance of 2,499.72 feet to the beginning of a curve to the left;

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

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

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

1. South 88 Degrees 05 Minutes 34 Seconds West, a distance of 98.52 feet to a 5/8 inch iron rod with "Frontier" cap found for the beginning of a curve to the right, being on the north line of Restricted Reserve "A", Block 1 in Jack in the Box #3980, a subdivision duly of record in Film Code Number 568095, H.C.M.R., Texas;

2. Coincident aforesaid curve to the right, an arc length of 343.51 feet, having a radius of 1,492.40 feet, a central angle of 13 Degrees 11 Minutes 17 Seconds and a chord bearing of South 83 Degrees 54 Minutes 15 Seconds West, a distance of 342.75 feet to a 3/4 inch iron rod found, being on the north line of a called 8.053 acre tract of record in the name of Shoppes at Willowcreek LLC in H.C.C.F. Number RP-2020-432934;

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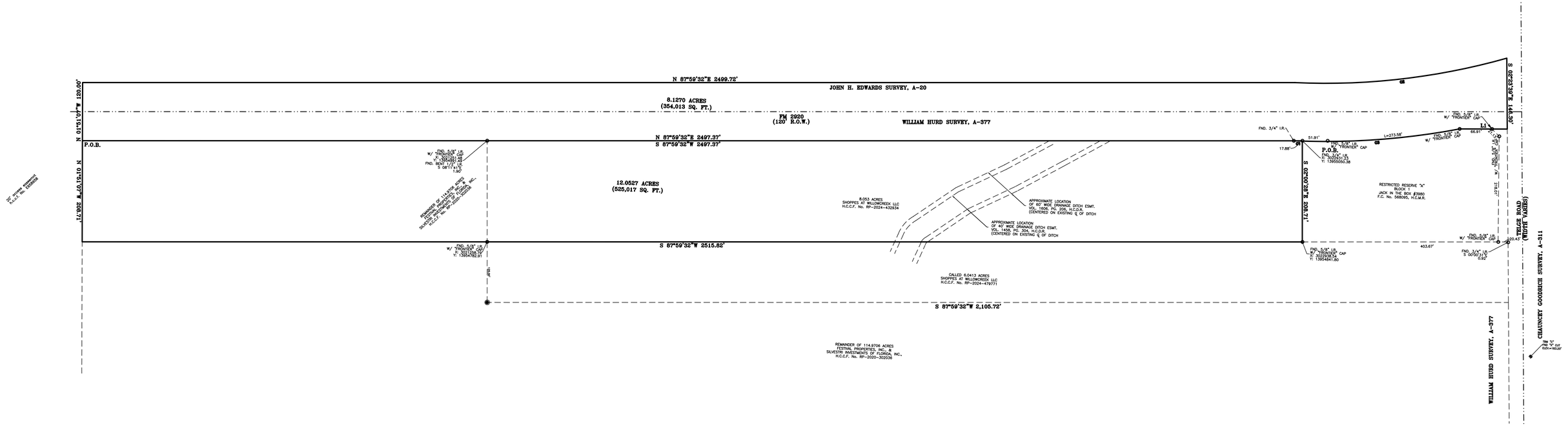
TX ENGINEERING FIRM NO. F-22322
TX SURVEYING FIRM NO. 10194609

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

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

APPENDIX B


N 87°59'32"E 2499.72'
JOHN H. EDWARDS SURVEY, A-20
8.1270 ACRES
(354,013 SQ. FT.)
FM 2920
(120' R.O.W.)
WILLIAM HURD SURVEY, A-377
N 87°59'32"E 2497.37'
S 87°59'32"W 2497.37'
P.O.B.
N 01°51'07"W 120.00'
N 01°51'07"W 2067.19'
12.0527 ACRES
(525,017 SQ. FT.)
S 87°59'32"W 2515.82'
S 87°59'32"W 2,105.72'
S 02°08'28"E 2067.17'
S 02°08'28"E 146.30'
8.053 ACRES
SHOPPES AT WILLOWCREEK LLC
H.C.C.F. No. RP-2024-432834
APPROXIMATE LOCATION
OF 60' WIDE DRAINAGE DITCH ESMT.
VOL. 1606, PG. 206, H.C.D.R.
(CENTERED ON EXISTING ℄ OF DITCH
APPROXIMATE LOCATION
OF 40' WIDE DRAINAGE DITCH ESMT.
VOL. 1458, PG. 304, H.C.D.R.
(CENTERED ON EXISTING ℄ OF DITCH
CALLED 6.0413 ACRES
SHOPPES AT WILLOWCREEK LLC
H.C.C.F. No. RP-2024-479771
REMAINDER OF 114.9706 ACRES
FESTIVAL PROPERTIES, INC.,
SILVESTRI INVESTMENTS OF FLORIDA, INC.,
H.C.C.F. No. RP-2020-302036
REMAINDER OF 114.9706 ACRES
FESTIVAL PROPERTIES, INC.,
SILVESTRI INVESTMENTS OF FLORIDA, INC.,
H.C.C.F. No. RP-2020-302036
20' WIDE DRAINAGE
H.C.C.F. No. E999808
FND. 5/8" I.R.
W/ "FRONTIER" CAP
N: 13954782.91
FND. 5/8" I.R.
W/ "FRONTIER" CAP
N: 13954481.80
FND. 3/4" I.R.
S 00°08'21"E
0.62
FND. 3/4" I.R.
17.88'
51.91'
FND. 5/8" I.R.
W/ "FRONTIER" CAP
P.O.B.
FND. 3/4" I.R.
N: 13955052.38
L=273.58'
FND. 5/8" I.R.
W/ "FRONTIER" CAP
66.91'
L1
FND. 5/8" I.R.
W/ "FRONTIER" CAP
403.67'
20.43'
RESTRICTED RESERVE "A"
BLOCK 1
JACK IN THE BOX #3980
F.C. No. 568095, H.C.M.R.
FND. 5/8" I.R.
W/ "FRONTIER" CAP
214.01'
TEXAS ROAD
(WIDTH VARIES)
CHAUNCEY GOODRICH SURVEY, A-311
WILLIAM HURD SURVEY, A-377
FM "C"
FIRE "C" CUT
ELEV.=163.20'

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

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

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

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

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

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

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

d. Maintenance of Water, Wastewater and Natural Gas Facilities

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

e. Maintenance of Roads and Streets

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

f. Maintenance of Parks, Playground and Swimming Pools

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

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

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

h. Other Public Easements or Facilities

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

i. Development Regulation

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

j. Other Services

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

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

a. In General

i. Capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted Capital Improvement Plan of the City, as amended, which are incorporated herein by reference.

ii. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with Chapter 395, Texas

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

b. Police and Fire Protection Services

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

c. Water Facilities and Services

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

d. Wastewater Facilities and Service

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

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

e. Natural Gas Facilities and Services

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

f. Roads and Streets

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

SPECIFIC FINDINGS

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

APPENDIX A

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

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

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

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

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

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

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

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

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

2. Coincident aforesaid curve to the right, an arc length of 343.51 feet, having a radius of 1,492.40 feet, a central angle of 13 Degrees 11 Minutes 17 Seconds and a chord bearing of South 83 Degrees 54 Minutes 15 Seconds West, a distance of 342.75 feet to a 3/4 inch iron rod found, being on the north line of a called 8.053 acre tract of record in the name of Shoppes at Willowcreek LLC in H.C.C.F. Number RF-2024-432934;

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

APPENDIX B

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:

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

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

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

Origination: City Secretary

Recommendation:

Adopt, on Second Reading, Ordinance No. 2026-12, an Ordinance of the City of Tomball, Texas, granting the request for annexation.

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: #

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

Signed Thomas Harris, III Approved by

Staff Member Date City Manager Date

ORDINANCE NO. 2026-12

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

* * * * * * * * * *

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

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

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

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

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

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

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

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

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

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

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

SEE ATTACHED (**Exhibit A**)

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

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

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

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

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

FIRST READING:

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

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

SECOND READING:

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

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

_____
Lori Klein Quinn, Mayor
City of Tomball

ATTEST:

_____
Thomas Harris III, City Secretary

EXHIBIT A

DVJ
CIVIL ENGINEERING & LAND SURVEYING

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

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

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

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

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

THENCE, coincident with the north line of the remainder of aforesaid 114.9706 acre tract and the south line of aforesaid Reserve "A", North 87 Degrees 59 Minutes 32 Seconds East, at a distance of 403.67 feet pass a 5/8 inch iron rod with "Frontier" cap found for the southeast corner of said Reserve "A", continue for an overall distance of 424.09 feet to the northeast corner of the remainder of said 114.9706 acre tract, and being on the west R.O.W. line of Telge Road (width varies), from which a ¾ inch iron rod found bears South 00 Degrees 00 Minutes 31 Seconds East, a distance of 0.92 feet;

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

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

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

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

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

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

N 87°59'32"E 2499.72'
JOHN H. EDWARDS SURVEY, A-20
8.1270 ACRES
(354,013 SQ. FT.)
FM 2920
(120' R.O.W.)
WILLIAM HURD SURVEY, A-377
N 87°59'32"E 2497.37'
S 87°59'32"W 2497.37'
P.O.B.
N 01°51'07"W 120.00'
N 01°51'07"W 2067.19'
S 02°00'28"W 2067.17'
S 02°00'28"W 2,45.52.20
12.0527 ACRES
(525,017 SQ. FT.)
S 87°59'32"W 2515.82'
S 87°59'32"W 2,105.72'
8.053 ACRES
SHOPPES AT WILLOWCREEK LLC
H.C.C.F. No. RP-2024-432834
APPROXIMATE LOCATION
OF 60' WIDE DRAINAGE DITCH ESMT.
VOL. 1606, PG. 206, H.C.D.R.
(CENTERED ON EXISTING ℄ OF DITCH
APPROXIMATE LOCATION
OF 40' WIDE DRAINAGE DITCH ESMT.
VOL. 1455, PG. 304, H.C.D.R.
(CENTERED ON EXISTING ℄ OF DITCH
CALLED 6.0413 ACRES
SHOPPES AT WILLOWCREEK LLC
H.C.C.F. No. RP-2024-479771
REMAINDER OF 114.9706 ACRES
FESTIVAL PROPERTIES, INC.,
SILVESTRI INVESTMENTS OF FLORIDA, INC.,
H.C.C.F. No. RP-2020-302036
REMAINDER OF 114.9706 ACRES
FESTIVAL PROPERTIES, INC.,
SILVESTRI INVESTMENTS OF FLORIDA, INC.,
H.C.C.F. No. RP-2020-302036
20' WIDE DRAINAGE
H.C.C.F. No. 8305005
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FND. 5/8" I.R.
W/ "FRONTIER" CAP
N: 13955050.38
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FM "C"
FIRE "C" CUT
ELEV.=163.20'

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

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

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

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

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

d. Maintenance of Water, Wastewater and Natural Gas Facilities

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

e. Maintenance of Roads and Streets

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

f. Maintenance of Parks, Playground and Swimming Pools

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

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

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

h. Other Public Easements or Facilities

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

i. Development Regulation

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

j. Other Services

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

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

a. In General

i. Capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted Capital Improvement Plan of the City, as amended, which are incorporated herein by reference.

ii. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with Chapter 395, Texas

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

b. Police and Fire Protection Services

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

c. Water Facilities and Services

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

d. Wastewater Facilities and Service

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

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

e. Natural Gas Facilities and Services

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

f. Roads and Streets

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

SPECIFIC FINDINGS

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

APPENDIX A

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

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

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

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

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

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

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

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

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

2. Coincident aforesaid curve to the right, an arc length of 343.51 feet, having a radius of 1,492.40 feet, a central angle of 13 Degrees 11 Minutes 17 Seconds and a chord bearing of South 83 Degrees 54 Minutes 15 Seconds West, a distance of 342.75 feet to a 3/4 inch iron rod found, being on the north line of a called 8.053 acre tract of record in the name of Shoppes at Willowcreek LLC in H.C.C.F. Number RF-2024-432934;

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

APPENDIX B

City of Tomball
Annexation Packet: Request of Owner
Coversheet

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

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

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

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

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

Shoppes at Willowcreek, LLC
Name of Owner submitting Application

10/09/2025
Signature **Date**
Jonathan Sellers - Managing Member of
Shoppes at Willowcreek, LLC

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

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

Retain a copy for your records.

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

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

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

These attestations will be made as part of the Petition.

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

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

Name: Jonathan Sellers

Company Name: RevKo Commercial Real Estate

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

Phone Number: 832.360.5086 | 832.748.1283

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

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

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

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

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

c. _____

d. _____

e. _____

f. _____

3. Nature of Existing Property
Property Location: 21103 Telge Rd | 0 Telge Rd Number of Acres: 14
Current Assessed Valuation of Land: 8 AC Tract: $701,578 | 6 AC Tract: $263,159
Current Assessed Valuation of Improvements: $0 for both
Total: $964,737
Does this property current contain any structures?
____ Yes (continue with subsection a through d)
__✓__ No (skip to #4)

a. Residential
Are there existing residential structures on the property?

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

Number of Units by Type:
_____ Single Family
_____ Duplexes
_____ Four-Plex
_____ Patio Homes
_____ Townhouses
_____ Apartments

b. Office and Commercial
Are there existing Office or Commercial structures on the property?
_____ No (skip to c)
_____ Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____
_____
Total Site Coverage _____

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

d. Industrial

Are there existing Industrial structures on the property?

_____ No (skip to 4)

_____ Yes (continue)

Size (Sq. Ft.) _____

Structure Description _____

Exterior Site Improvements _____

Total Site Coverage _____

4. Anticipated Development

a. Platting Status (check the applicable box below)

_____A plat pertaining to this property **HAS BEEN** submitted to the Community Development Department for review.

__✓__A plat pertaining to this property **WILL BE** submitted to the Community Development Department for review in the near future.

_____A plat pertaining to this property **WILL NOT BE** submitted within the next six (6) months.

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

Is zoning reclassification requested in conjunction with the annexation process?

__✓__ YES (ensure you contact the Community Development Department)

_____ NO

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

_____ YES (Describe: _____ acres of _____ acres will be rezoned)

__✓__ NO

c. Residential

Are Residential structures anticipated on the proposed property?

__✓__ NO (skip to d)

_____ YES (continue)

_____ Number of Units _____ Value of Units (individual)

_____ Number of Lots or Acres _____ Estimate Total Value

Number of Units by Type

_____ Single-Family

_____ Duplexes

_____ Four-Plex

_____ Patio Homes
_____ Townhouses
_____ Apartments

d. Office and Commercial

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

_____ NO (skip to e)
__✓__ YES (continue)

Size (Sq. Ft.) N/A
Unit Value ($/Sq. Ft.) N/A
Total Estimated Value N/A
Structure Description N/A
Exterior Site Improvements N/A
Total Site Coverage N/A

e. Institutional

Are Institutional structures anticipated on the proposed property?

_____ NO (skip to f)
_____ YES (continue)

Size (Sq. Ft.) _____
Unit Value ($/Sq. Ft.) _____
Total Estimated Value _____
Structure Description _____
Exterior Site Improvements _____
Total Site Coverage _____

f. Industrial

Are Industrial structures anticipated on the proposed property?

_____ NO (skip to g)
_____ YES (continue)

Size (Sq. Ft.) _____
Unit Value ($/Sq. Ft.) _____
Total Estimated Value _____
Structure Description _____
Exterior Site Improvements _____
Total Site Coverage _____

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

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

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

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

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

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

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

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

Signed: _____

Signed: _____

Signed: _____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

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

_____
Notary Public in and for Harris County, Texas

NOTARY PUBLIC STATE OF TEXAS
Ezekiel Ray Ano
My Commission Expires
2/14/2027
Notary ID134201692

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

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

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

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

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

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

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

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

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

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

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

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded police facilities.

2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.

3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.

4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.

5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of

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

VII. **Entire Plan**. This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

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

SIGNATURES

For the City:	For the Property Owner:
_____	_____
Name [Signature]	Name [Signature]
_____	Jonathan Sellers
Name [Printed]	Name [Printed]
_____	Shoppes at Willowcreek, LLC
Position	Company [if applicable]
_____	10/09/2025
Date	Date

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

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

To be filled by Requestor(s)

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

Requestor / Owner: Trevor Hudson / Jonathan Sellers

Requestor / Owner: _____

Requestor / Owner: _____

Date complete packet filed: 10/09/2025

To be filled by City Departments

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

For: Police Department

_____
Name [Printed]

_____
Name [Signature]

_____
Position

_____
Date

For: Community Development

_____
Name [Printed]

_____
Name [Signature]

_____
Position

_____
Date

For: Fire Department

_____
Name [Printed]

_____
Name [Signature]

_____
Position

_____
Date

For: Public Works / Engineering

_____
Name [Printed]

_____
Name [Signature]

_____
Position

_____
Date

Return to City Secretary

CITY OF HOUSTON

Planning & Development Department

John Whitmire

Mayor

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

T. 832.393.6600
F. 832.393.6661
www.houstontx.gov

Jonathan Sellers
22914 Rosehollow Trail
Tomball, TX 77377

October 3, 2025

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

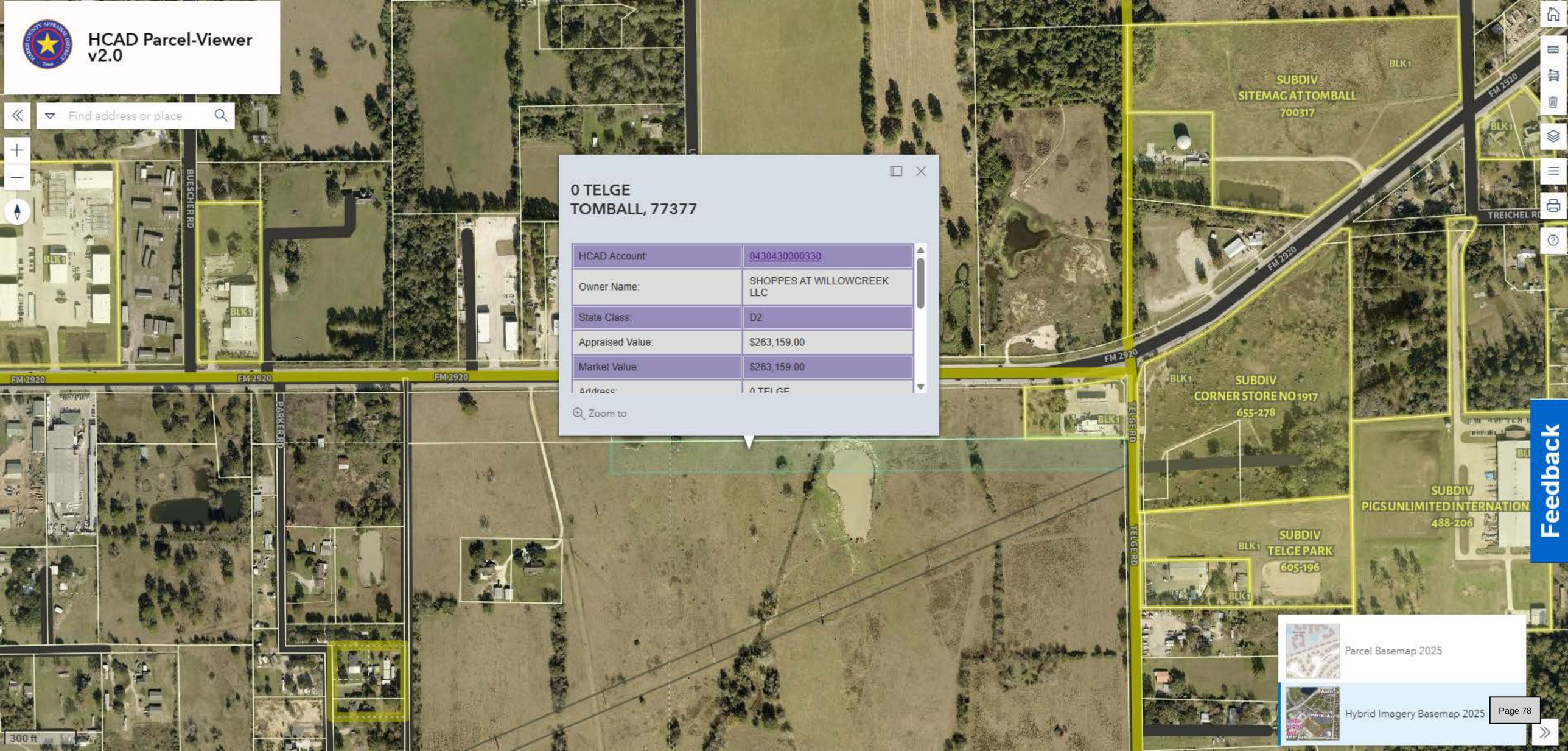
Dear Jonathan Sellers:

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

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

Council Members: Amy Peck • Tarsha Jackson • Abbie Kamin • Carolyn Evans-Shabazz • Fred Flickinger • Tiffany D. Thomas • Mary Nan Huffm
Mario Castillo • Joaquin Martinez • Edward Pollard • Martha Castex-Tatum • Julian Ramirez • Willie Davis • Twila Carter • Letitia Plummer • Sa
Controller: Chris Hollins

8/18/2025
Lutheran Church Rd
Waller-Tomball Rd
2920
Drilex
ASAP Trailer Services & Supply
Shoppes at Willow Creek - 14 AC
Hillwood Family Dental - To
Doc's Small Engine Repairs
Treichel Rd
Champagne Cir
Pigs Unlimited International
Parker Rd
Krahn Ln
Burns RV Park
Pristal's Automotive
Legacy Precision Engraving
Tielge Rd
Foxmoor Pet Care
Image © 2025 Airbus
Google Earth


HCAD Parcel-Viewer v2.0
Find address or place
0 TELGE
TOMBALL, 77377
HCAD Account: 0430430000330
Owner Name: SHOPPES AT WILLOWCREEK LLC
State Class: D2
Appraised Value: $263,159.00
Market Value: $263,159.00
Address: 0 TELGE
Zoom to
SUBDIV SITEMAG AT TOMBALL 700317
SUBDIV CORNER STORE NO 1917 655-278
SUBDIV PIGS UNLIMITED INTERNATION 488-206
SUBDIV TELGE PARK 605-196
BUESCHER RD
PARKER RD
TELGE RD
TREICHEL RD
FM 2920
BLK 1
Parcel Basemap 2025
Hybrid Imagery Basemap 2025
300 ft
Feedback
Page 78

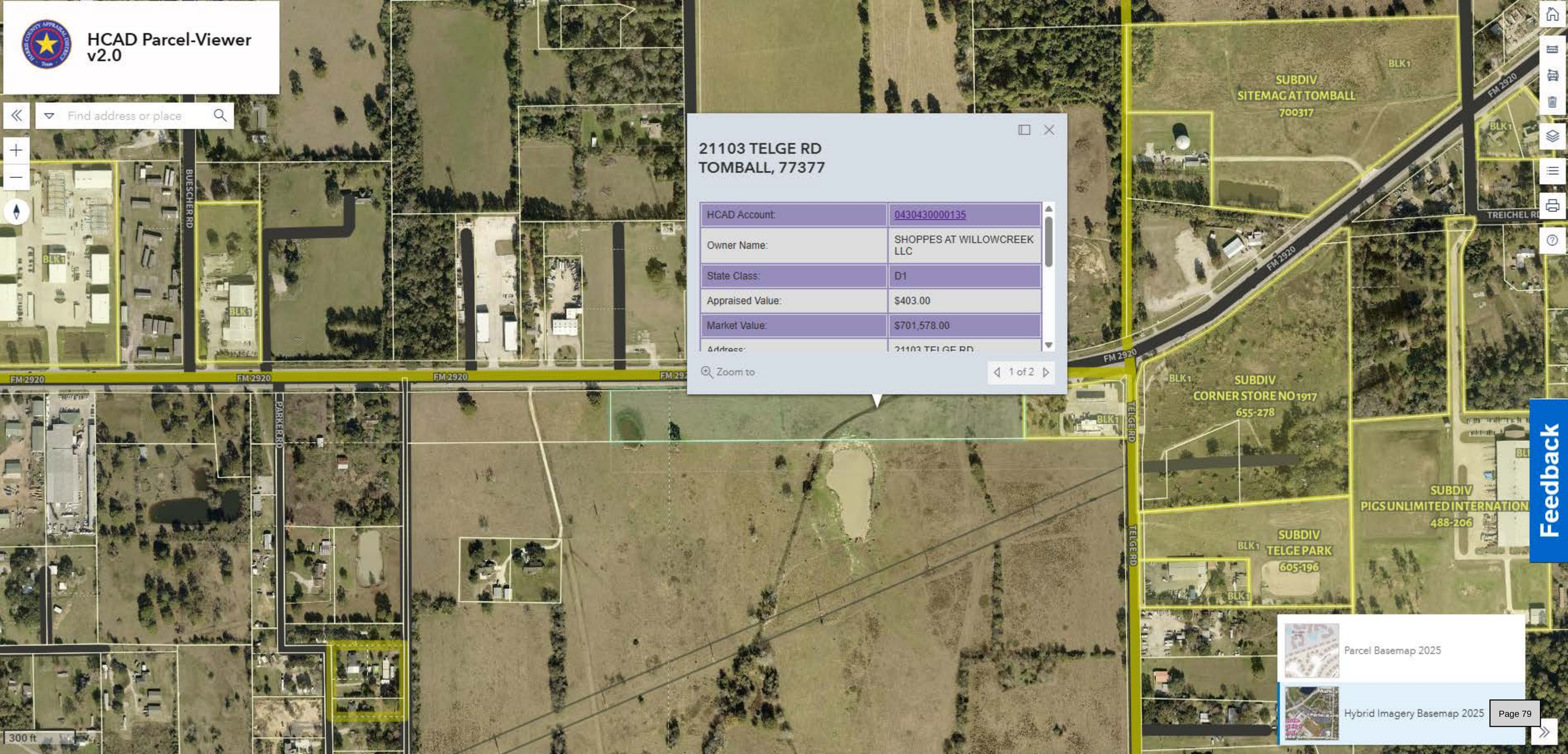

HCAD Parcel-Viewer v2.0
Find address or place
21103 TELGE RD
TOMBALL, 77377
HCAD Account: 0430430000135
Owner Name: SHOPPES AT WILLOWCREEK LLC
State Class: D1
Appraised Value: $403.00
Market Value: $701,578.00
Address: 21103 TELGE RD
Zoom to
1 of 2
SUBDIV SITEMAG AT TOMBALL 700317
SUBDIV CORNER STORE NO 1917 655-278
SUBDIV PIGS UNLIMITED INTERNATION 488-206
SUBDIV TELGE PARK 605-196
BUESCHER RD
PARKER RD
TELGE RD
TREICHEL RD
FM 2920
BLK 1
Parcel Basemap 2025
Hybrid Imagery Basemap 2025
300 ft
Feedback
Page 79

Exhibit A
Property

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

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

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

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

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

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

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

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

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

Exhibit B
Property

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

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

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

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

THENCE, coincident with the north line of the herein described tract and the south line of aforesaid 8.053 acre tract, North 87 Degrees 59 Minutes 32 Seconds East, at a distance of 1,680.78 feet pass a 5/8 inch iron rod with "Frontier" cap found for the southeast corner of said 8.053 acre tract and the southwest corner of Restricted
Reserve "A", Block 1 in Jack in the Box #3980, a subdivision duly of record in Film Code Number 568095, in the Map Records of Harris County (H.C.M.R.), Texas, and continue at a distance of 2,084.45 feet pass a 5/8 inch
iron rod with "Frontier cap found for the southeast corner of said Reserve "A", being on the west R.O.W. line of Telge Road (width varies), and continue for an overall distance of 2,104.87 feet to the northeast corner of the
herein described tract, being on the west R.O.W. line of said Telge Road, from which a 3/4 inch iron rod found bears South 00 Degrees 00 Minutes 31 Seconds East, a distance of 0.92 feet;

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

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

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

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

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

* 0 4 3 0 4 3 0 0 0 0 1 3 5 *

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

2024 Property Tax Statement

Web Statement

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

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

Page: 1 of 1

Total 2024 Taxes Due By January 31, 2025:	**$3.31**
Payments Applied To 2024 Taxes	**$3.31**
Total Current Taxes Due (Including Penalties)	**$0.00**
Prior Year(s) Delinquent Taxes Due (If Any)	**$0.00**
Total Amount Due For July 2025	**$0.00**

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

Property Description

21103 TELGE RD 77377
.50 U/D INT IN TRS 3G & 4B (8.053 AC)
ABST 377 W HURD 4.0265 AC

Appraised Values

Land - Market Value	613,879
Impr - Market Value	0
Total Market Value	613,879
Less Capped Mkt Value	613,517
Appraised Value	362

Exemptions/Deferrals

Open Space
Farm Productivity

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

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

* 0 4 3 0 4 3 0 0 0 0 1 3 5 *

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

PAYMENT COUPON

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

Make check payable to:

Web Statement - Date Printed: 08-18-2025

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

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

043043000001353 2024 000000000 000000000 000000000 000000000

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

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

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

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

Jody Czajkoski

Mitchell Oxman

Stephanne Davenport

Jonathan Sellers

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

SPECIAL WARRANTY DEED

STATE OF TEXAS)(

Know All By These Presents:

COUNTY OF HARRIS)(

That **Willow Creek Plaza, LP** (hereinafter referred to as "Grantor") for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD AND CONVEYED and by these presents do hereby GRANT, SELL AND CONVEY unto **Shoppes at Willowcreek LLC,** 336 ½ N. Main Street, Suite 214, Conroe, Texas 77301 (hereinafter referred to as "Grantee") the following described real property (hereinafter referred to as "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Subject to the exceptions set forth hereinafter, Grantor hereby bind itself, its successors and assigns to forever Warrant and Defend the Property and every part of it unto Grantee, its successors and assigns, against the claims and demands of every person whomsoever lawfully claiming or to claim any part thereof by and through the undersigned, but not otherwise.

This conveyance is made and accepted free and clear of all liens and monetary encumbrances, but subject to all restrictions, covenants, conditions, easements, reservations and other matters, if any, relating to the Property, but only to the extent they are still in effect, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relating to the Property.

After recording return to:

Shoppes at Willowcreek LLC
336 ½ N. Main Street
Suite 214
Conroe, Texas 77301

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

GRANTOR:
WILLOW CREEK PLAZA, LP

By MHW Willow Creek Plaza LLC,
Its General Partner

By: _____
Guy Barrios
Manager

By: _____
Jody Czajkoski
Manager

By: _____
Jonathan Sellers
Manager

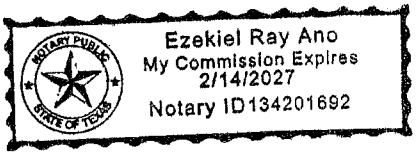
By: _____
Mitchell D. Oxman
Manager

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF Harris

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

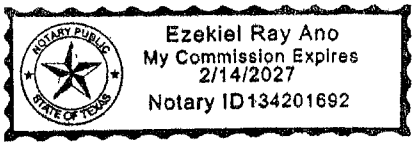


NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF Montgomery

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



NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF Harris

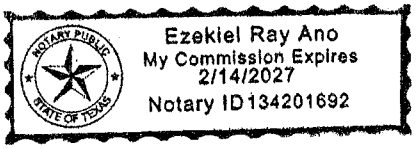
The foregoing instrument was acknowledged before me on this 22nd day of October, 2024 by Jonathan Sellers, manager of MHW Willow Creek Plaza LLC, as general partner for Willow Creek Plaza, LP, a Texas limited partnership, on behalf of said partnership.

NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF Montgomery

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



NOTARY PUBLIC

EXHIBIT "A"

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

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

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

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

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

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

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

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

LIMITED PARTNERSHIP AGREEMENT

OF

WILLOW CREEK PLAZA, LP

Dated as of _____ _____, 2018

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

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

LIMITED PARTNERSHIP AGREEMENT
OF
WILLOW CREEK PLAZA, LP

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

WITNESSETH:

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

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

ARTICLE I
ORGANIZATION

1.1 Formation of Limited Partnership. The Partners do hereby form and establish a limited partnership (the "Partnership") under and pursuant to the Act, subject to the terms and provisions of this Agreement.

1.2 Name. The name of the Partnership shall be "WILLOW CREEK PLAZA, LP".

1.3 Principal Office of the Partnership. The principal office and place of business of the Partnership shall be located at the location designated in the Certificate of Formation. The business of the Partnership may also be conducted at such other or additional place or places as the Partners may from time to time determine.

1.4 Name and Business Address of Each Partner. The names and business addresses of the Partners are set forth on Exhibit A.

1.5 Registered Office and Registered Agent. The Partnership's registered office and agent for service of process in the State of Texas shall be as set forth on the Certificate. The General Partner may change the Partnership's registered agent or registered office or both, at any time, in accordance with the Act.

ARTICLE II
DEFINITIONS

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

2.1 Affiliate. "Affiliate" means, with respect to any Person or Entity (the "specified Person or Entity"), (a) another Person or Entity that controls, is controlled by or is under common control with the specified Person or Entity (for the purposes of the foregoing clause (a), a Person or Entity is presumed to control any Person or Entity of which it owns fifty percent (50%) or more of the outstanding ownership interests in such other Person or Entity), and (b) another Person or Entity in which an officer, director, partner or member of the specified Person or Entity is an officer, director, partner or member of such other Person or Entity.

2.2 Allocation Year. "Allocation Year" means (i) the period beginning on the Effective Date of this agreement and ending on December 31, 2018, (ii) any subsequent period beginning on January 1 and ending on the following December 31, or (iii) any portion of the periods described in clauses (i) or (ii) for which Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction.

2.3 Annual Budget. "Annual Budget" is defined in Section 8.4(c).

2.4 Approved Person. "Approved Person" means a Person approved by the General Partner in its reasonable discretion to whom a Limited Partner may be permitted to Transfer its interest in the Partnership pursuant to Section 10.2.

2.5 Bona Fide Offer. "Bona Fide Offer" means a written offer from a third party for the purchase of a Partner's Capital Percentage from the Partner or the Project from the Partnership containing (i) the aggregate amount of cash and non-monetary consideration to be paid by the prospective acquiror; (ii) the name and address of the prospective acquiror and of any Person(s) controlling the prospective acquiror; (iii) sufficient detail concerning any non-monetary portion of the consideration offered by the proposed acquiror in the offer in order that the other Partners may reasonably determine the fair market value of any such non-monetary consideration; (iv) a statement by the Disposing Partner of its good faith valuation of any such non-monetary consideration and its statement therein of such value shall be its representation that the value ascribed by it was calculated in good faith; (v) a list of any contingencies to closing of the offer with such closing to occur no later than ninety (90) days from the date of the offer, it being understood that any financing contingency shall cause the offer to not constitute an offer that may trigger a transaction under this Article X; (vi) copies of any available proposed transaction documents; and (vii) reasonable evidence of the prospective acquiror's net worth and ability to close pursuant to the terms of the offer.

2.6 Change of Control. "Change of Control" means any direct or indirect transfer, sale, assignment, encumbrance, mortgage, transfer, conveyance, gift, exchange or other disposition of more than fifty percent (50%) of the equity or voting interests of a Partner or of any Entity which directly or indirectly owns more than fifty percent (50%) of the equity or voting interests of a Partner.

2.7 Capital Contributions. "Capital Contributions" means the aggregate amount of cash contributed to the capital of the Partnership by a Partner or all Partners, as the case may be pursuant to Section 5.1.

2.8 Capital Percentages. "Capital Percentage" represents a Partner's interest in the Partnership and means with respect to each Partner, a percentage equal to (x) one hundred percent (100.0%), multiplied by (y) a fraction, the numerator of which shall be equal to such Partner's Capital Contributions actually made by such Partner, and the denominator of which shall be equal to the aggregate amount of Capital Contributions made by all Partners.

2.9 Cash from Operations. "Cash from Operations" means, with respect to any Fiscal Year or portion thereof, the revenues received by the Partnership (on the cash basis of accounting) from operations of the Project, less the following:

(a) amounts disbursed or to be disbursed during such Fiscal Year, or portion thereof, in payment of all expenses in operating the Partnership and in owning and operating the Project;

(b) amounts disbursed or to be disbursed during such Fiscal Year, or portion thereof, to creditors of the Partnership for debt service, debt principal reduction and repayment obligations (including, without limitation, Construction Loans, Third Party Loans, Partner Loans and Contribution Loans); and

(c) as determined by the General Partner, reserves for amounts owing, anticipated to become owing or contingent obligations of the Partnership, including, but not limited to, expenses in owning and operating the Project, costs in connection with the development and construction of the Project, repairs and improvements to the Project, debt principal reductions, taxes resulting from operating the Partnership and in owning the Project, other contingencies, and working capital.

2.10 Cash from Refinancing. "Cash from Refinancing" means any surplus cash proceeds received by the Partnership from any loan secured by the Project or by other assets of the Partnership (excluding disbursements advanced pursuant to draw requests by the Partnership under any Construction Loans), less the following:

(a) expenses of the Partnership incident to such refinancing, including the cost of retiring any existing loan or secured indebtedness in accordance with its terms;

(b) amounts disbursed or to be disbursed to creditors of the Partnership for debt service, debt principal reduction and repayment obligations (including, without limitation, Construction Loans, Third Party Loans, Partner Loans and Contribution Loans) and;

(c) as determined by the General Partner, reserves for amounts owing, anticipated to become owing or contingent obligations of the Partnership, including, but not limited to, expenses in owning and operating the Project, costs in connection with the development and construction of the Project, repairs and improvements to the Project, debt principal reductions, taxes resulting from operating the Partnership and in owning the Project, other contingencies, and working capital.

2.11 Cash from Sale. "Cash from Sale" means the cash realized by the Partnership from a sale or other disposition of all or any part of the Project or other assets of the Partnership,

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

(a) the costs and expenses of any such sale or other disposition;

(b) amounts used to pay creditors and sums due under mortgages or loans, contracts, agreements and other obligations of the Partnership, including, without limitation, Construction Loans, Third Party Loans, Partner Loans and Contribution Loans; and

(c) as determined by the General Partner, reserves for amounts owing, anticipated to become owing or contingent obligations of the Partnership, including, but not limited to, expenses in owning and operating the Project, costs in connection with the development and construction of the Project, repairs and improvements to the Project, debt principal reductions, taxes resulting from operating the Partnership and in owning the Project, other contingencies, and working capital.

2.12 Code. "Code" means, at any time, the Internal Revenue Code of 1986, as amended, or, from and after the date any successor statute becomes, by its terms, applicable to the Partnership, such successor statute, in each case as amended at such time by amendments that are, at that time, applicable to the Partnership. All references to sections of the Code include any corresponding provision or provisions of any such successor statute.

2.13 Construction Loans. "Construction Loans" means any loan or loans obtained by the Partnership to be used in (i) the acquisition of the Land and/or (ii) the construction of the Project.

2.14 Contribution Loan. "Contribution Loan" is defined in Section 5.6.

2.15 Development Budget. "Development Budget" means the budget for the costs necessary for the acquisition, construction and development of the Project, a preliminary copy of which is attached hereto as Exhibit C and by reference made a part hereof and which the Partners have approved. General Partner shall have the right from time to time to make revisions to the Development Budget that in the reasonable judgment of General Partner are necessary for the acquisition, construction or development of the Project. Any revised Development Budget for acquisition, construction and development of the Project prepared by General Partner and furnished to the Limited Partner shall thereafter constitute the "Development Budget," as that term is used in this Agreement until such time as a further revised Development Budget is prepared by General Partner. In the event of a revision to the Development Budget by the General Partner resulting in a change to the "Total Development Costs" line item, a copy of such revised Development Budget shall be furnished to each of the Limited Partners. In addition, in the event of a revision to the Development Budget by the General Partner resulting in a change to the "Total Development Costs" of more than ten percent (10%), then no such change shall be effective unless and until the General Partner has obtained the written approval of each Limited Partner to such change.

2.16 Depreciation. "Depreciation" means, for each Fiscal Year or other period, an amount equal to depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation will be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis, provided that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

2.17 "Entity" means any foreign or domestic general partnership, limited partnership, limited liability company, corporation, joint enterprise, trust, business trust, employee benefit plan, cooperative or association.

2.18 Event of Default. "Event of Default" is defined in Section 11.1.

2.19 Excess Capital Account Deficit. "Excess Capital Account Deficit" means, for any Partner, the excess of (x) the deficit balance in the Capital Account of such Partner (after giving effect to adjustments, allocations or distributions described in clauses (*4*), (*5*) and (*6*) of Treasury Regulations Section 1.704-1(b)(2)(ii)(*d*)), over (y) the sum of (i) the amount of the Capital Account deficit which such Partner is obligated to restore, (ii) such Partner's allocable share of Minimum Gain and (iii) such Partner's allocable share of Partner Minimum Gain. The foregoing definition of Excess Capital Account Deficit is intended to comply with Treasury Regulations Sections 1.704-1(b)(2)(ii)(*d*), 1.704-2(g)(1) and 1.704-2(i)(5) and shall be interpreted consistently therewith.

2.20 Fiscal Year. Fiscal Year means the Partnership's fiscal year ending on December 31 of each year.

2.21 Gross Asset Value. "Gross Asset Value," with respect to any asset, means the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership in connection with the execution and delivery of this Agreement and the initial Gross Asset Value of any other asset contributed by a Person to the Partnership will be the gross fair market value of such asset, as determined by the contributing Person and the General Partner.

(b) The Gross Asset Values of all Partnership assets will be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (i) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution; (ii) the distribution by the Partnership to a Partner of more than a *de minimis* amount of property as consideration for an interest in the Partnership; (iii) the liquidation of the Partnership within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations; or (iv) a grant of an interest in the Partnership as

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

(c) The Gross Asset Value of any Partnership asset distributed to any Partner will be adjusted to equal the gross fair market value of such asset, as determined by the General Partner, on the date of the distribution.

(d) The Gross Asset Value of an asset shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such asset pursuant to Code Sections 732, 734 or 743, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulation Section 1.704 1(b)(2)(iv)(*m*); provided, however, that Gross Asset Value shall not be adjusted pursuant to this provision to the extent the Partners determine that an adjustment pursuant to subparagraph (b) above is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

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

2.22 Land. "Land" means that certain tract of land described in Exhibit B hereto and all currently existing easements, rights-of-way and other appurtenances thereto.

2.23 Minimum Gain. "Minimum Gain" and each Partner's allocable share thereof shall mean the amounts computed from time to time under Treasury Regulations Sections 1.704-2(d) and 1.704-2(g)(2) or any regulations issued in replacement thereof.

2.24 Net Profit or Net Loss. "Net Profit" or "Net Loss" means, for each Fiscal Year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (and, for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Net Profit or Net Loss pursuant to this definition shall be added;

(b) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(1), and not otherwise taken into account in computing Net Profit or Net Loss pursuant to this definition, shall be subtracted;

(c) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to subparagraphs (b) or (d) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profit or Net Loss;

(d) Gain or loss resulting from any disposition of Partnership property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with this Agreement; and

(f) Notwithstanding any other provisions of this definition, any items which are specially allocated pursuant to this Agreement shall not be taken into account in computing Net Profit or Net Loss.

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

2.25 Nonrecourse Deductions. "Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b) of the Treasury Regulations. The amount of Nonrecourse Deductions for a Partnership Fiscal Year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that Fiscal Year over the aggregate amount of any distributions during that Fiscal Year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Section 1.704-2(c) of the Treasury Regulations. The Nonrecourse Deductions of a year shall consist first of depreciation with respect to each item of Partnership property to the extent of the increase in Partnership Minimum Gain attributable to nonrecourse liabilities of the Partnership secured by such Partnership property, with the remainder of any Nonrecourse Deductions made up of a pro rata portion of the Partnership's other items of loss.

2.26 Nonrecourse Liability. "Nonrecourse Liability" has the meaning set forth in Section 1.752-1(a)(2) of the Treasury Regulations.

2.27 Partner. "Partner" shall mean each Limited Partner and the General Partner, as the case may be.

2.28 Partner Loans. "Partner Loans" shall have the meaning set forth in Section 5.2(b).

2.29 Partner Minimum Gain. "Partner Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result

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

2.30 Partner Nonrecourse Debt. "Partner Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations.

2.31 Partner Nonrecourse Deductions. "Partner Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership Fiscal Year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that Fiscal Year over the aggregate amount of any distributions during that Fiscal Year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Treasury Regulations.

2.32 Person. "Person" means any individual or Entity, and any heir, executor, administrator, legal representative, successor or assign of such "Person" where the context so admits.

2.33 Presumed Tax Liability. "Presumed Tax Liability" of each Partner means, for each year, an amount equal the product of (a) the capital gain rate or ordinary income rate applicable to the cumulative amount of net income allocated to such Partner for the prior tax year, and (b) the cumulative amount of net income allocated to such Partner for the prior tax year.

2.34 Project. ""Project" means the land and improvements to be constructed as shown in Exhibit D.

2.35 Required Consent. "Required Consent" means the written consent of the majority of Managers of MHW Willow Creek Plaza, LLC.

2.36 Stabilized. "Stabilized" means any date on which the Project is over fifty percent (50%) occupied with tenants paying rent in accordance with written leases.

2.37 "Treasury Regulations" or "Regulations" means, at any time, the federal income tax regulations promulgated under the Code that are in effect at such time and that, by their terms, are applicable to the Partnership at such time. All references to sections of the Treasury Regulations include any corresponding provision or provisions of any such successor regulations.

2.38 Unrecovered Contribution Account. "Unrecovered Contribution Account" means with respect to any Partner, the initial capital contribution of such Partner, if any, increased by any additional capital contributions made by such Partner and decreased by the amount of any cash distributions received by such Partner.

ARTICLE III
PURPOSES AND POWERS OF PARTNERSHIP

3.1 Purposes. The purposes of the Partnership shall be:

(a) The purchase of the Land and development of the Project.

(b) For the General Partner to obtain construction financing for the importation of site improvements, utilities and other master plan related constructions. Such financing shall be non-recourse to the Limited Partners.

(c) To construct the Project and to hold for development and, eventually, sell the same, directly or indirectly.

(d) To exercise all powers necessary to or reasonably connected with the Partnership's business, which may be legally exercised by a limited partnership under the Act.

(e) To conduct such other activities as may be necessary, advisable or convenient to the promotion or conduct of the business of the Partnership.

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

(a) acquire real or personal property or any interest therein and enter into contracts for the development and construction of the Project;

(b) borrow money and, as security therefor, mortgage, pledge or grant a security interest in all or any part of its property, obtain any replacement of any such mortgage or mortgages, prepay in whole or in part, refinance, recast, increase, or modify any mortgages or security affecting its property, all for terms that may extend beyond the duration of the Partnership;

(c) sell, assign, or convey all or any part of its property or assets;

(d) lease all or any part of its property or assets;

(e) enter into contracts related to the Project (which may be with Affiliates), including, without limitation, to acquire, develop, construct, operate, lease, repair and maintain the same upon any real property that may belong to the Partnership, or the construction of additional improvements thereon and to employ such persons, firms or companies in connection therewith on such terms and for such compensation as the General Partner shall determine; the General Partner is specifically permitted to enter into agreements with the MHW Affiliates;

(f) retain counsel, accountants, financial advisers, and other professional personnel; and

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

ARTICLE IV
TERM

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

ARTICLE V
CAPITAL CONTRIBUTIONS BY THE PARTNERS

5.1 Initial Capital Contributions. Upon the execution of this Agreement, the Limited Partners shall each be required to make capital contributions to the Partnership in such amounts as are set forth on **Exhibit "A"**, and the Capital Accounts and Unrecovered Contribution Accounts of the Partners shall be credited by the amount of any such contributions at the time same are made pursuant to this Section 5.1.

5.2 Additional Capital Contributions. If the General Partner, in its reasonable good faith discretion, determines after taking into account the capital contributions required to be made pursuant to Section 5.1 and available cash flow, that the Partnership is, or is expected to be, unable to pay its cash obligations as they come due, and, therefore, has an actual or projected cash flow deficit, the General Partner shall give written notice of such actual or projected cash flow deficit to the other Partners, which shall summarize with reasonable particularity the Partnership's actual and projected cash obligations, cash on hand, and projected sources and amounts of future cash flow, and which shall specify a contribution date ("Contribution Date") (which shall not be less than 10 business days following the giving of such notice) upon which each Partner shall be obligated to contribute to the capital of the Partnership, in cash, such Partner's Percentage Interest (as of the Contribution Date) of such cash flow deficit. The obligations of each Partner to make an additional Capital Contribution which is required and authorized in the manner herein prescribed shall be a non-recourse obligations which is enforceable only against the Partnership Interest of the Partner failing to make such additional Capital Contribution as provided below.

5.3 Remedies on Default. If a Partner ("Defaulting Partner") fails to make all or any portion of the capital contributions required to be made by such Partner pursuant to Sections 5.1 and/or 5.2 on or before the due date thereof ("Delinquent Contribution"), and provided that one or more of the other Partners ("Contributing Partners") have contributed to the capital of the Partnership all of the capital contributions required as of such date to be made by such Partners, if any, pursuant to Sections 5.1 and/or 5.2, then such Contributing Partners may exercise one of the following options:

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

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

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

5.4 Partner Loans and Affiliate Loans.

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

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

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

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

(d) Any payment of principal or interest by the General Partner or any Affiliate of the General Partner under a guaranty of the Partnership's indebtedness or to or for its benefit shall not constitute a Capital Contribution but shall instead constitute a Partner Loan in the amount of such payment by the General Partner or its Affiliate, as determined by the General Partner in its sole discretion.

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

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

5.6 Partner Liability for Contributions. Except as provided in this Article V and as otherwise provided by law with respect to third-party creditors, no Partner shall be obligated to advance or contribute any funds to the Partnership, or to incur any cost, expense, or obligation, in order to preserve or protect the Partnership's properties and assets, or to cover operating deficits of the Partnership, or of any limited liability company, partnership or joint venture in which the Partnership directly or indirectly owns an interest.

5.7 Withdrawal and Return of Contributions: Interest on Contributions. No Partner shall have the right to demand the return of or otherwise withdraw its Capital Contribution or to receive any funds or property of the Partnership except as specifically provided in this Agreement. No Partner shall have the right to demand and receive property other than cash in return for its Capital Contribution. No Partner shall be entitled to interest on its Capital Contribution except as specifically provided in this Agreement. No Partner shall have any personal liability for the repayment of any other Partner's Capital Contribution.

5.8 Contribution Loans. The General Partner may elect under this Section 5.8 to loan funds to the Partnership or to cause such loan to be made by an Affiliate of the General Partner (any such loan by the General Partner or an Affiliate thereof is herein called a "Contribution Loan"). Each Contribution Loan shall accrue interest on unpaid principal at a rate per annum equal to the lesser of (i) 3.0% above the prime rate of interest as published in *The Wall Street Journal* as it changes from time to time, (ii) 7.0% and (iii) the maximum non-usurious rate allowed by applicable law. Each Contribution Loan shall be payable to the extent of Partnership funds available, prior to any distributions to Partners, and be senior to Partner Loans.

ARTICLE VI
INCOME TAX ALLOCATION OF NET PROFITS AND NET LOSSES

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

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

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

(a) Notwithstanding any other provision of this Article VI, each Partner shall be specially allocated items of Partnership income and gain in compliance with and to the extent required by the minimum gain chargeback provisions of Treasury Regulations Sections 1.704-2(f) and 1.704-2(i)(4).

(b) In the event any Partner unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations Section § 1.704-1(b)(2)(ii)(*d*)(*4*), (*5*) or (*6*), items of Partnership income and gain (consisting of a pro rata portion of each item of Partnership income, including gross income, and gain for such year) shall be specially allocated to any such Partner in an amount and manner sufficient to eliminate, to the extent required by Treasury Regulations Section 1.704-1(b)(2), any deficit balance in such Partner's Capital Account as quickly as possible.

(c) All Nonrecourse Deductions shall be allocated among the Partners in the same manner provided for allocation of deductions and losses in Section 6.1 above. Partner Nonrecourse Deductions for any taxable year shall be allocated among the Partners in accordance with Treasury Regulation Section 1.704-2(i)(1).

(d) Net Losses allocable under Section 6.1(b) shall not be allocated to a Partner if and to the extent such allocation would result in such Partner having an Excess Capital Account Deficit. Any item of Net Losses not allocated to a Partner by reason of the immediately preceding sentence shall be reallocated to the other Partners proportionately in accordance with their Capital Percentages to the extent such allocation would not cause any other Partner to have an Excess Capital Account Deficit but, to the extent that the reallocation of such item would cause every Partner to have an Excess Capital Account Deficit, such item shall be reallocated in a manner consistent with the provisions of Treasury Regulations Section 1.704-1 and 1.704-2.

(e) The allocations set forth in Sections 6.2(a) through 6.2(d) (the "Regulatory Allocations") are intended to comply with certain requirements of Treasury Regulations Section 1.704-1(b). Notwithstanding any other provision of this Article VI (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other profits, losses and items of income, gain, deduction and loss among the Partners so that, to the extent possible, the net amount of such allocations of other profits, losses and other items and the Regulatory Allocations to each Partner shall be equal to the net amount that

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

6.3 Modification. The Partners intend that the provisions in Article VI and elsewhere in this Agreement providing for the distribution of Cash from Operations, the proceeds of a sale or refinancing of the Partnership's property, and all other distributions from the Partnership will govern the economic relations among the Partners, and have designed the allocations of profits and losses in this Article VI so that such allocations will have substantial economic effect under Section 704(b) of the Code and support the desired distributions to the Partners. To the extent such allocations of profits and losses are inconsistent with such objective, the Partners agree to amend this Article VI so that the allocation of profits and losses (including items of income, gain, deduction or loss) will be consistent with the distributions provided for in this Agreement.

6.4 Capital Accounts. A Capital Account shall be maintained in the books and records of the Partnership for each Partner. The Capital Account of each Partner shall be increased by (i) the amount of cash contributed by it to the Partnership, (ii) the fair market value of property contributed by it to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Section 752 of the Code), and (iii) allocations to it of Partnership income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treasury Regulations Section 1.704-1(b)(2)(iv)(*g*), but excluding income and gain described in Treasury Regulations Section 1.704-1(b)(4)(i); and decreased by (iv) the amount of cash distributed to it by the Partnership, (v) the fair market value of property distributed to it by the Partnership (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Section 752 of the Code), (vi) allocations to it of expenditures of the Partnership described in Section 705(a)(2)(B) of the Code, and (vii) allocations of Partnership loss and deduction (or items thereof), including loss and deduction described in Treasury Regulations Section 1.704-1(b)(2)(iv)(*g*), but excluding items described in (vi) above and loss or deduction described in Treasury Regulations Section 1.704-1(b)(4)(i) or (b)(4)(iii); and otherwise adjusted in accordance with the additional rules set forth in Treasury Regulations Section 1.704-1(b)(2)(iv).

6.5 Contributed Property. In accordance with Section 704(c) of the Code and applicable Treasury Regulations, income, gain, loss and deduction with respect to any property contributed to the Partnership (or any predecessor thereto) shall, solely for tax purposes, be allocated between the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership (or any predecessor thereto) for federal income tax purposes and the fair market value of such property for federal income tax purposes at the time of contribution. In addition, in the event that any asset of the Partnership is revalued pursuant to the provisions of Section 704(b) of the Code and the Treasury Regulations thereunder, subsequent allocations of income, gain, loss and deduction for tax purposes with respect to such asset shall take account of any variation between the adjusted basis of such assets for federal income tax purposes and its adjusted value, in the same manner as under Section 704(c) of the Code and the applicable Treasury Regulations. Any elections or other decisions relating to such allocations shall be made by the General Partner with the approval of the Required Consent in any manner that reasonably reflects the purpose and intention of this Agreement.

ARTICLE VII
DISTRIBUTIONS

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

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

(b) thereafter, to the Partners in proportion to their respective Capital Percentages.

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

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

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

(b) thereafter, to the Partners in proportion to their respective Capital Percentages.

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

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

ARTICLE VIII
GENERAL PARTNER/MANAGEMENT OF PARTNERSHIP

8.1 Management. Subject to the provisions of Section 8.3, the General Partner shall manage and control the affairs of the Partnership.

8.2 Powers of the General Partner. Subject to the provisions of Section 8.3 and the other terms and conditions of this Agreement, the General Partner as it deems appropriate or considers necessary shall have the exclusive authority to act on behalf of the Partnership in all matters respecting the operations of the Partnership and its property. Without limiting the generality of the foregoing, the General Partner is expressly authorized on behalf of the Partnership to:

(a) perform any and all acts necessary or appropriate to the acquisition, development, construction, operation, leasing, financing, refinancing and sale of the Partnership's property as the General Partner deems necessary or appropriate;

(b) procure and maintain such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the General Partner;

(c) take and hold all property of the Partnership in the Partnership's name;

(d) coordinate all accounting and clerical functions of the Partnership that the General Partner considers necessary and appropriate and employ such accountants, attorneys, and other service personnel as the General Partner may from time to time consider necessary to carry on the business of the Partnership;

(e) open and close bank accounts in which all Partnership funds shall be deposited and from which payments shall be made, and invest any excess Partnership funds in savings accounts, government securities, money market funds or like investments as the General Partner deems appropriate;

(f) commence, prosecute and settle any litigation involving the Partnership or otherwise material to the assets and property of the Partnership; negotiate and execute any and all documents (including, but not limited to, notes, deeds of trust, mortgages and security agreements, and assignments of rents and leases and environmental indemnification agreements) necessary to consummate the funding and closing of any loan, purchase money or otherwise, including, without limitation, Partner Loans, Third Party Loans, Construction Loans, or any advance of funds in any way related to the Partnership's property and the operations of the Partnership; and

(g) pay any and all fees, invoices and commissions due in connection with the development and sale of the Project.

8.3 Restriction on Powers of the General Partner. In addition to the restriction contained in Section 2.16 hereinabove, the General Partner has no authority without the Required Consent:

(a) to do any act which would make it impossible to carry on the ordinary business of the Partnership;

(b) to confess judgment against the Partnership;

(c) to possess Partnership property or assign the rights of the Partnership in specific Partnership property for other than Partnership purposes;

(d) subject to Section 5.3, to amend, alter, or change this Agreement;

(e) to merge or consolidate the Partnership with any other entity;

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

(a) Books, Records and Monthly Financial Statements. In order to conduct the business of the Partnership, and to keep the Partners informed, the General Partner shall keep, maintain and preserve all Partnership accounts, books, records and other relevant documents of the Partnership at the principal place of business of the Partnership and make available to the Limited Partners annual financial statements within ninety (90) days following the end of the Fiscal Year, upon written request from any Limited Partner. The General Partner shall keep and preserve the foregoing information during the term of the Partnership and for four (4) years thereafter.

(b) Income Tax Returns. The General Partner, on behalf of the Partnership, shall file any and all income tax (state and federal) returns of the Partnership necessary to be filed and in such a manner as is consistent with the classification of the Partnership for income tax purposes of the United States. Each Limited Partner shall be furnished all information annually, after the close of the Partnership's tax year, or more often, as may be necessary to enable such Limited Partner to file all returns with any government having jurisdiction to levy taxes with respect to the income of the Partnership. The General Partner shall furnish such annual tax information not later than ninety (90) days after the end of the Fiscal Year unless an extension has been requested for the date of filing of such return, in which event the date by which the General Partner is to furnish such annual tax information shall be extended for a comparable period. The General Partner shall provide the Limited Partners with quarterly estimates of taxable income to permit the Limited Partners to pay any Federal, state and local taxes related thereto.

(c) Annual Budget. For each year, the General Partner shall prepare and deliver to the Limited Partners an Annual Budget (the "Annual Budget") for the operations of the Project for the next Fiscal Year. Each Annual Budget will include a forecast of the following which are expected to be received or incurred during the Fiscal Year for the Project: (i) expenses, including costs, expenses and charges of

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

(d) Tax Controversies.

(i) The General Partner shall designate a partnership representative (the "Partnership Representative") and the Partnership Representative will apply the provisions of subchapter C of Chapter 63 of the Code, as amended by the Bipartisan Budget Act of Act ("2015 Act") (or any successor rules thereto) with respect to any audit, imputed underpayment, other adjustment, or any such decision or action by the Internal Revenue Service (the "Service") with respect to the Partnership or the Partners for such taxable years, in the manner determined by the Partnership Representative. For the avoidance of doubt, the Partnership Representative may, with the approval of the General Partner, (a) elect to apply the rules in subchapter C of Chapter 63 of the Code, as amended by the 2015 Act, for taxable years prior to January 1, 2018, or (b) elect to apply Section 6221(b) (if applicable) or Section 6226 of the Code or elect to file an administrative adjustment pursuant to Section 6227 of the Code, in each case as amended by the 2015 Act and in the manner determined by the Partnership Representative. Notwithstanding the foregoing, if during any fiscal year or other allocation period the Partnership is eligible to elect out of the provisions of the 2015 Act, the General Partner may in its discretion require the Partnership Representative to make such an election on behalf of the Partnership.

(ii) The Partnership Representative is authorized and required to represent the Partnership (at the expense of the Partnership) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner shall cooperate with the Partnership Representative, and do or refrain from doing any or all things reasonably required by the Partnership Representative to conduct such proceedings.

(iii) Notwithstanding anything contained herein to the contrary, each Partner does hereby agree to indemnify and hold harmless the Partnership from and against any liability with respect to its share of any tax deficiency paid or payable by the Partnership that is allocable to the Partner (as reasonably determined by the General Partner) with respect to an audited or reviewed taxable year for which such Partner was a Partner of the Partnership (for the avoidance of doubt, including any applicable interest and penalties).

(iv) Each Partner will provide such cooperation and assistance, including executing and filing forms or other statements and providing information about the Partner as is reasonably requested by the Partnership Representative, as applicable, to enable the Partnership to satisfy any applicable tax reporting or compliance requirements, to make any tax election to qualify for an exception from or reduced rate of tax or other tax benefit or be relieved of liability for any tax regardless of whether such requirement, tax benefit or tax liability existed on the date such Partner was admitted to the Partnership. If a Partner fails to provide any such forms, statements or other information requested by the Partnership Representative, such Partner will indemnify and hold harmless the Partnership for the share of any tax deficiency paid or payable by the Company due to such failure (as reasonably determined by the General Partner).

(v) To the extent that any Partner does not indemnify or hold harmless the Partnership with respect to the liabilities described in Section 8.4(d)(iii) and Section 8.4(d)(iv), the General Partner shall have the authority in its discretion to offset such amounts by reducing the amount of cash or any other amounts owing to such Partner under this Agreement or otherwise until the entire amount of such liabilities has been recovered by the Partnership.

(vi) The obligations set forth in this Section 8.4(d) will survive such Partner's ceasing to be a Partner of the Partnership and/or the termination, dissolution, liquidation and winding up of the Partnership.

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

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

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

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

8.7 Third Party Reliance upon Authority of General Partner. No person dealing with the General Partner shall be required to determine its authority to make any commitment or undertaking on behalf of the Partnership, nor to determine any fact or circumstance bearing upon the existence of its authority.

8.8 Management Fee, Developer's Fee, and Listing Agreement. In addition to fees set forth in the Development Budget or in any other agreement, the Partnership shall:

(a) pay to CZXM, Series LLC an assignment fee, as shown in the Development Budget.

(b) pay to MHW Brokerage Services, LLC a builder delivery fee for the sale of all or part of the Project. Such fee shall not exceed $100,000.00.

ARTICLE IX
LIMITED PARTNERS/MEETINGS OF PARTNERS

9.1 Limited Partners Shall Not Act; Limitation of Responsibility. Except as may otherwise be provided herein, the Limited Partners shall have no control over the management of the Partnership and shall have no power to transact any Partnership business. The Limited Partners shall not be personally liable for all or any part of the debts or other obligations of the Partnership. Except as set forth in Article VII and Article XII hereof, the Limited Partners shall not have any right to priority of distribution from the Partnership over any other Partner.

9.2 Limited Partner Rights. Each Limited Partner shall have the following special rights and privileges:

(a) access at all reasonable times and at its own risk and expense to the Partnership's assets with the right to observe all operations thereon; and

(b) the right to inspect and audit, with reasonable prior written notice to the General Partner, at the expense of the Limited Partner, the books, records and invoices of the General Partner pertaining to any matters of accounting, managing or operating the Partnership's assets.

9.3 Meetings of the Partners. Meetings of the Partners may be called (i) at any time by the General Partner or (ii) by the General Partner within fifteen (15) days after receipt by the General Partner of a written request for a meeting from Limited Partners owing a minimum of fifty percent (50%) of the total Capital Percentages. The General Partner shall give written notice of any such meeting to each Partner, either personally or by mail, setting forth (i) the date and time of the meeting, which shall be held not less than fifteen (15) nor more than sixty (60) days from the date of the General Partner's written notice, (ii) the place of the meeting (which shall be held at the principal place of business of the Partnership as described in Section 1.3 hereof) and (iii) the purposes of the meeting. Notwithstanding the foregoing, if all of the Partners shall meet at any time and

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

ARTICLE X
ADMISSION OF PARTNERS, TRANSFERS OF INTEREST, WITHDRAWALS

10.1 Restrictions on Transfers.

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

(b) Each Partner shall be entitled to Dispose of all of its Capital Percentage to any other Partner without regard to any Disposition restrictions in this Agreement, except with respect to the provisions of Section 10.7 hereof.

(c) For purposes of this Agreement, "Disposition," "Disposing," "Dispose," or "Disposed" means, with respect to any Capital Percentage or any portion thereof), a sale, assignment, encumbrance, mortgage, transfer, conveyance, gift, exchange or other disposition of such Capital Percentage.

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

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

10.3 Third Party Offers Regarding Capital Percentages. At any time during which the Project is Stabilized, a Partner ("Disposing Partner") who receives a Bona Fide Offer from an Approved Person and desires to Dispose of all of its Capital Percentage to such Approved Person shall first offer to sell to the other Partners of the Partnership all of the Capital Percentage which such Disposing Partner proposes to Dispose to such Approved Person. Such offer shall be made by an irrevocable written offer ("Offer Notice") to the Partners, other than the Disposing Partner, to Dispose of all, but not less than all, of the Capital Percentage which the Disposing Partner proposes to Dispose of for the same price and on the same terms which the Partner proposes to Dispose of such Capital Percentage. The Offer Notice shall include the Bona Fide Offer. The other Partners shall have the first right for sixty (60) days after they receive notification from the Disposing Partner to purchase the Capital Percentage of the Disposing Partner. Each such other Partner shall have the right to purchase such portion of the Capital Percentage offered for sale as the Capital Percentage owned by such Partner at such time shall bear to the total Capital Percentages owned by all the Partners, excluding the Disposing Partner. If any Partner does not elect to purchase its full portion of such Capital Percentage offered for sale, the remaining Capital Percentages may be purchased by the other Partners, pro rata, in the same manner. If the other Partners decline to purchase all of such offered Capital Percentage in accordance with this Section 10.3, the Partners shall not be entitled to purchase any of such Capital Percentage, and the Disposing Partner shall then have thirty (30) days within which to Dispose of such Capital Percentage to the Approved Person named in the Offer Notice, upon the terms described in such Offer Notice. If the sale of such Capital Percentage to the Approved Person is not so completed within such thirty (30) day period, the Offer Notice given to the non-Disposing Partners shall be deemed to have terminated and a new Offer Notice shall be required before any Disposition may be made of any Capital Percentage of a Disposing Partner. Any Disposition of a Capital Percentage to an Approved Person shall be subject to all of the terms and provisions of this Agreement. The Approved Person shall then execute a written supplement to this Agreement and shall be bound by all of the terms and provisions of this Agreement.

10.4 Buy-Sell Rights. Each Limited Partner shall have the right at any time to purchase all of the Partnership Interest of any other Limited Partner or Limited Partners in accordance with the terms and provisions of this Article. The Limited Partner electing to exercise this right (the "Electing Partner") shall give notice (the "Purchase/Sale Notice") in writing to the General Partner and other Limited Partners of his election. A Limited Partner may only issue a Purchase/Sale Notice no more than once in any calendar year. The Limited Partner or Limited Partners receiving the notice of election shall be hereinafter referred to as the "Responding Partner," whether one or more.

(a) Terms of Offer. The Purchase/Sale Notice shall state that the Electing Partner is exercising his option to purchase the Partnership Interest of the Responding Partner under the terms of this Article. The Purchase/Sale Notice shall set forth the Partnership Interest to be transferred, the Purchase Price (as calculated below) for the Partnership Interest, the date (not to exceed 90 days from date of the

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

(b) Purchase Price. The Purchase Price for the Partnership Interest to be conveyed under the terms of this Article shall be calculated and stated in terms of the net fair market value of the Partnership assets, if liquidated and distributed to the Partners, as provided in Section 12.2 below. The Purchase Price shall equal the amount the selling Limited Partner would receive if the Partnership assets were sold, the Partnership liquidated, and the proceeds distributed to the Partners as provided in Section 12.2 below. Because of the difficulty of calculating the expenses associated with sale of the Partnership assets and liquidation of the Partnership, the Partners agree that for the purposes of this Section, the expenses of sale shall equal 5% of the gross fair market value and the liquidation cost are estimated to be $5,000.00.

(c) Election by Responding Partner. Upon receipt of the Purchase/Sale Notice, the Responding Partner shall have the following rights and options, which election shall be final, conclusive, and binding on all parties:

A. To sell to the Electing Partner his Partnership Interest upon the terms and conditions designated in the Purchase/Sale Notice; or

B. To purchase all of the Partnership Interest of the Electing Partner upon the same terms and conditions as designated in the Purchase/Sale Notice, or for cash.

(d) Multiple Responding Partners. If there is more than 1 Responding Partner, the election shall be made by a majority vote, with each Responding Partner having one vote for each Partnership Interest percentage held by him/her/it. In the event of a majority of the Responding Partners elect to purchase the Partnership Interest of the Electing Partner, unless agreed otherwise by the Responding Partners unanimously, each of the Responding Partners that voted in favor of purchasing the Partnership Interest of the Electing Partner shall purchase a pro-rata percentage of the Partnership Interest held by the Electing Partner.

(e) Notice of Election. The Responding Partner shall notify the General Partner and Electing Partner within 30 days from the receipt of the Purchase/Sale Notice of his decision whether to purchase or sell (the "Notice of Election"). In the event the Responding Partner fails to timely give the Notice of Election, it shall be conclusively presumed that the Responding Partner has elected to sell his Partnership Interest to the Electing Partner.

(f) Closing. The transfer of the Partnership Interest covered by such election shall take place at the time and in the manner specified in the Purchase/Sale Notice or within 60 days of the Notice of Election. The selling Limited Partner(s) shall transfer and assign to the purchasing Limited Partner(s), free and clear of all liens, claims, and encumbrances, with covenants of general warranty, the applicable Partnership Interest and shall execute and deliver to the purchasing Limited Partner(s) all documents which may be required to be given effect the disposition

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

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

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

(a) advise the Willing Partner of its consent to said sale, accept such Offer and thereafter diligently and in good faith assist the Willing Partner and the General Partner in consummating such sale, or

(b) notify the Willing Partner that for a period not to exceed thirty (30) days (the "Marketing Period"), the other Partners may evaluate the Offer and then-existing market conditions, and/or market the Project for sale. Upon the expiration of the Marketing Period, each of the other Partners shall either:

(i) together with the General Partner, proceed diligently and in good faith with the negotiation and sale of the Project, but only for a purchase price not less than the price set forth in the Offer; or

(ii) agree to purchase the Capital Percentage(s) of the Willing Partner for a price equal to the amount the Willing Partner would receive if the Project were sold for the purchase price set forth in the Offer, all debts, liabilities and other obligations were fully paid and satisfied or adequate provision was made therefor (including, without limitation, estimated costs to the Partnership that would be incurred in connection with such sale and the disposition fee set forth in Section 8.3. The other Partners shall be provided sixty (60) days after the expiration of the Marketing Period to arrange for the purchase of the Willing Partner's Capital Percentage, and

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

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

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

10.7 Assignees.

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

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

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

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

10.8 Substituted Partners.

(a) Except as otherwise provided in this Article X, no Partner shall have the right to substitute in its place a purchaser, assignee, transferee, or other recipient of all or any portion of a Capital Percentage of such Partner, and any such purchaser, assignee, transferee, donee, legatee, distributee or other recipient of an interest shall be admitted to the Partnership, as a substituted Partner, only with the consent of all of the Partners, which consent may be granted or withheld by each such Partner in its sole discretion.

(b) No Person shall become a substituted Partner until such person has satisfied the requirements of this Article X; provided, however, that for the purpose of allocating profits, losses and other items under the Partnership Agreement and distributing cash available for distribution, a person shall be treated as having become, and as appearing in the records of the Partnership as a Partner on such date as the Disposition to such person was recognized by the Partnership pursuant to Section 10.7.

(c) Any purchaser, assignee, transferee, or other recipient of all or any portion of a Capital Percentage who is not admitted to the Partnership as substituted Partner (1) shall be entitled only to allocations and distributions with respect to such Capital Percentage in accordance with this Agreement, (2) shall not have any right to vote on, consent to or approve any matter or decision (it being intended that the voting interest of such person or entity under this Agreement shall be ignored for purposes of determining whether the requisite vote, consent or approval of the Partners has been obtained), (3) shall not have any other rights of a partner under the Texas Revised Limited Partnership Act, as amended, or this Agreement, except as expressly provided in this Section 10.8, but (4) shall be subject to all of the duties, obligations and restrictions applicable to a Partner under this Agreement as it applies to such person, including but not limited to, the provisions of Article X to the same extent and in the same manner as any Partner.

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

ARTICLE XI
EVENT OF DEFAULT

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

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

(b) The commission of any fraud, gross negligence, recklessness or intentional misconduct upon the Partnership or the other Partners; or

(c) The Disposition of an interest in the Partnership or Change of Control in violation of Article X.

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

(a) at the option of the non-defaulting Partner(s) made by notice to the defaulting Partner within ninety (90) days of discovery of the Event of Default by the non-defaulting Partner(s), the defaulting Partner shall have no further power to act for or bind the Partnership, and shall thereafter have no consensual, voting, or approval rights pursuant to, or granted by this Agreement (or by law to the fullest extent such rights, if granted by law, can be contractually waived) unless and until the Event of Default, if capable of cure, is cured within the time specified herein;

(b) the non-defaulting Partner(s) shall continue to have the right to possess the Partnership's property and goodwill and to conduct its business and affairs;

(c) the defaulting Partner shall be liable in damages, without requirement of a prior accounting, to the Partnership for all costs and liabilities that the Partnership

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

(d) the Partnership may apply any distributions otherwise payable currently or in the future with respect to such defaulting Partner's interest in partial satisfaction (and not in accord and satisfaction) of any claims it may have against the defaulting Partner (for Partnership accounting purposes, the distributions so applied shall be treated as a distribution to the defaulting Partner);

(e) the defaulting Partner shall continue to be liable to the Partnership for its obligations or guaranties to the Partnership pursuant to this Agreement or any agreement ancillary hereto; and

(f) the defaulting Partner and its Affiliates shall remain liable under all contracts with the Partnership unless such contract is otherwise terminated under the terms of this Agreement or such contract.

ARTICLE XII
TERMINATION OF PARTNERSHIP

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

(a) upon the expiration of the term of the Partnership stated in this Agreement;

(b) upon the mutual agreement of the Limited Partners and the General Partner to wind up the Partnership;

(c) upon the sale of the Project or all or substantially all of the assets or properties of the Partnership;

(d) upon the voluntary filing by the Partnership in a court of competent jurisdiction of a petition seeking relief under the United States Bankruptcy Code;

(e) upon the acquisition of all interests in the Partnership by any Partner; provided, however, that the Partnership will not be wound up if such Partner elects to continue the Partnership;

(f) upon termination of the Partnership by order of a court of competent jurisdiction; or

(g) upon the voluntary filing by the General Partner in a court of competent jurisdiction of a petition seeking relief under the United States Bankruptcy Code; provided, however, that the Partnership will not be wound up if any Limited Partner elects, within 90 days after the filing of such petition by the General Partner, to continue the Partnership with a substitute general partner.

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

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

(a) to the payment of the debts, liabilities and obligations of the Partnership, other than to Partners, in the order of priority as provided by law;

(b) to the establishment of any reserves deemed reasonably necessary by the General Partner (or a majority in interest of the Partners if there is no General Partner) for the payment of any contingent or unforeseen liabilities or obligations of the Partnership and, at the expiration of such period as the General Partner (or a majority in interest of the Partners if there is no General Partner) deems advisable, the balance of such reserves shall be applied and distributed in the manner hereinafter provided in this Section;

(c) to the payment of any debts or liabilities, other than Capital Accounts, of the Partnership to any of the Partners, including Partner Loans; and

(d) to the payment of distributions pursuant to the priorities of Section 7.2. For this purpose, the determination of the Partners' Capital Accounts shall be made after adjustment to reflect the allocation of all Net Profits, Net Losses, and items of income, gain, expense or loss under Article VI hereof. All distributions pursuant to this subsection (d) shall be made by the end of the Fiscal Year of winding up or, if later, within ninety (90) days after the date of such winding up; however, the Partnership may withhold (i) reserves established in accordance with this Agreement and (ii) receivables of the Partnership for the purposes of collecting any amounts due thereunder. Any amounts so withheld (or the proceeds of the collection of receivables so withheld) shall be distributed as soon as practicable to, and allocated among, the Partners pursuant to the priorities of Section 7.2.

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

ARTICLE XIII
GENERAL PROVISIONS

13.1 Waiver of Right to Partition. As a material inducement to each Partner to execute this Agreement, each Partner covenants and represents to the other Partner that, during the entire term of this Agreement, no Partner nor any Partner's successors or assigns shall attempt to make any partition whatever of the Project or any interest therein or any other Partnership assets whether now owned or hereafter acquired, and each Partner waives all rights of partition provided by statute or principles of law or equity, including partition in kind and partition by sale. The Partners agree that irreparable damage would be done to the goodwill and reputation of the Partnership if any Partner should bring an action in court to wind up the Partnership. The Partners agree that there are fair and just provisions for payment and liquidation of the interest of each Partner and fair and just provisions to prevent a Partner from selling or otherwise alienating its interest in the Partnership. Accordingly, each Partner hereby waives and renounces its right to seek a court decree of winding up or termination or to seek the court appointment of a liquidator or receiver for the Partnership.

13.2 Notices. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Agreement shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being personally delivered or delivered by internationally recognized courier service, such as Federal Express, which maintains a record of receipt and delivery, to the other party at the address of such other party set forth below or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the earlier of the date of actual or deemed receipt thereof; and provided further that no notice of change of address shall be effective until the earlier of the date of actual or deemed receipt thereof. Personal delivery to a party or to any officer, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request or response shall be addressed as set forth in Section 1.4.

13.3 Modifications. Except to the extent otherwise provided for in this Agreement, no change or modification of this Agreement shall be valid or binding upon the Partners, unless such change or modification shall be in writing and signed by each Partner.

13.4 Binding Effect. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon, and shall inure to the benefit of, the Partners and their respective legal representatives, successors and assigns.

13.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same agreement.

13.6 Construction. This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas. The titles of the articles and sections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions hereof. Whenever used herein, the masculine gender shall be deemed to include the feminine or neuter, the singular shall be deemed to include the plural, and vice versa.

13.7 Power of Attorney. Subject to the General Partner's obtaining any necessary consents and approvals of the Limited Partners as provided in this Agreement, including but not limited to the approvals required under Section 8.3 hereof, for the purpose of permitting the General Partner to exercise the powers granted pursuant to this Agreement, MHW WILLOW CREEK PLAZA, LLC as the General Partner, shall have the power of attorney, and each Limited Partner hereby makes, constitutes, and appoints MHW WILLOW CREEK PLAZA, LLC as the General Partner, with full power of substitution, as its true and lawful agent and attorney-in-fact, in its name, place, and stead, to execute such deeds, mortgages and other documents on behalf of the Partnership as may be necessary for MHW WILLOW CREEK PLAZA, LLC as the General Partner to exercise the powers granted to it pursuant to this Agreement.

13.8 Business Day. The term "business day" as used in this Agreement shall mean a day that is not a Saturday, Sunday or day on which federal banks in Houston, Texas, are not transacting business in their primary banking facility.

13.9 Integration. This Agreement constitutes the entire agreement and understanding between the Partners and supersedes all prior agreements and understandings, if any, between the Partners relating to the subject matter hereof.

13.10 Severability. If any provision of this Agreement or any application thereof shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

13.11 Further Assurances. Each Partner agrees to execute and deliver all such further agreements and to do all such further acts as the Partners deem advisable to effectuate this Agreement.

13.12 No Third Party Beneficiaries. The benefits of this Agreement shall not inure to any third party, nor shall this Agreement be construed to make or render any Partner liable to any creditor or any materialmen, subcontractors, contractors, laborers or others for goods and materials supplied or work and labor furnished in connection with the construction of the Project or for debts or claims accruing to any third-party against the Partnership or the General Partner.

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

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

GENERAL PARTNER:

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

By: _____
Name: MITCHELL D. CRUM
Title: MANAGER

Signature Page

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

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

NAME: BOGAKE Partners

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

TELEPHONE NUMBER: (713) 673-7701

PARTNERSHIP INTEREST: 3.125% - $113,000.00

By: _____

Name: Gary S. Davis

Title: Manager

Signature Page

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

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

NAME: Bruce Burianek

ADDRESS: 1815 Sherwood Forest

TELEPHONE NUMBER: 713-722-7800

PARTNERSHIP INTEREST: 1 unit

By:

Name: Bruce Burianek

dotloop signature verification: www.dotloop.com/my/verification/DL-379382118-3-3027

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

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

NAME: Bruce Ingram

ADDRESS: 13050 Wood Harbour Dr Montgomery TX 77356

TELEPHONE NUMBER: 77356

PARTNERSHIP INTEREST: 3.125%

By: Bruce Ingram

Name: Bruce Ingram dotloop verified 08/17/18 9:10PM CDT J3K9-REIF-QMKF-DNZR

Title:

Signature Page

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

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

NAME: Carlotta Lansford

ADDRESS: 12418 Longmire Way Conroe TX 77304

TELEPHONE NUMBER: 936.760.5403

PARTNERSHIP INTEREST: 3.125%

By: Carlotta Lansford

Name: Carlotta Lansford

Title: _____

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

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NAME: Dharamdas Nankani

ADDRESS: PO Box 7278, Spring, TX 77387

TELEPHONE NUMBER: 210-204-1779

PARTNERSHIP INTEREST: 1.5625%

By: _____

Name: Dharamdas Nankani

Title: Self

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

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

NAME: Eric W. Erickson

ADDRESS: 2616 Silver Shadow, Conroe, TX 77304

TELEPHONE NUMBER: 832-515-5451

PARTNERSHIP INTEREST: 1.5625%

By: _____

Name: Eric W. Erickson

Title: _____

Signature Page

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

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

NAME: Farrell Road Properties, Ltd

ADDRESS: 1815 Sherwood Forest

TELEPHONE NUMBER: 713-722-7800

PARTNERSHIP INTEREST: 1 unit

By: 4-26-18

Name: Bruce Burianek

Title: Manager

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

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

NAME: Gary Lee Jr.

ADDRESS: 11835 Park Slope Dr, Willis, TX 77318

TELEPHONE NUMBER: 281 799 1466

PARTNERSHIP INTEREST: 1.5625

By: _____

Name: Gary Lee Jr

Title: _____

Signature Page

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

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NAME: Guy D. Barrios

ADDRESS: 20131 Stone Lake Circle, Tomball, TX 77377

TELEPHONE NUMBER: 281-304-6138

PARTNERSHIP INTEREST: 9.3750%

By: _____

Name: GUY D BARRIOS

Title: _____

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

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

NAME: Henry H. Hardman

ADDRESS: 2 Wedgewood Blvd. Conroe, TX 77304

TELEPHONE NUMBER: (713)446-5368

PARTNERSHIP INTEREST: 3.125%

By: _____

Name: Henry H. Hardman

Title: _____

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

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NAME: Jody Czajkoski

ADDRESS: 6107 Canyon Creek Ln, Conroe, TX 77304

TELEPHONE NUMBER: 713-560-6069

PARTNERSHIP INTEREST: 1.5625%.

By: _____

Name: Jody Czajkoski

Title: _____

Signature Page

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

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

NAME: Louis B. Chapman

ADDRESS: 190 High Street . Passaic NJ 07055

TELEPHONE NUMBER: (973) 632 . 8400

PARTNERSHIP INTEREST: 3.125 %

By: Louis B Chapman

Name: Louis B. Chapman

Title: individual with Elaine Chapman JTWROS

Signature Page

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

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NAME: Elaine Chapman

ADDRESS: 190 High Street - Passaic NJ 07055

TELEPHONE NUMBER: (973) 779.8348

PARTNERSHIP INTEREST: 3.125%

By: Elaine Chapman

Name: Elaine Chapman

Title: Individual with Louis B Chapman JTWROS

LIMITED PARTNER SIGNATURE PAGE TO
WILLOW CREEK PLAZA, LP
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NAME: MARVIN HORELICA

ADDRESS: 291 SCENIC HARBOUR DR
LAKE HILLS, TX 78063

TELEPHONE NUMBER: 832-599-3284

PARTNERSHIP INTEREST: 3.125%

By: Marvin Horelica

Name: MARVIN HORELICA

Title: _____

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

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NAME: Mathew & Kristin Mhir

ADDRESS: 2 Wedgewood Blvd, Conroe TX 77304

TELEPHONE NUMBER: 972-800-5722

PARTNERSHIP INTEREST: 3.125%

By: _____

Name: Mathew Mhir

Title: _____

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

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NAME: Michael J. Rozell

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

TELEPHONE NUMBER: 832-794-2090

PARTNERSHIP INTEREST: 0.5539%

By: _____

Name: Michael J. Rozell

Title: Sr. VP

Signature Page

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

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

NAME: PETERSON LAND & MINERAL

ADDRESS: 11131 McCRACKEN CIR., SUITE A, CYPRESS, TX 77429

TELEPHONE NUMBER: (281) 970-7070

PARTNERSHIP INTEREST: 3.125 %

By: Charles A Peterson

Name: Charles A Peterson

Title: General Partner

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

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NAME: Philip Kirtley Jr.

ADDRESS: 36532 High Chaparral Magnolia, TX 77355

TELEPHONE NUMBER: 281 541 7641

PARTNERSHIP INTEREST: 5.125% C 113,000.00

By: _____

Name: Philip Kirtley Jr.

Title: _____

Signature Page

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

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

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

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

TELEPHONE NUMBER: 800-320-5950

PARTNERSHIP INTEREST: ~~.025719%~~ 2.5719%

By: _____

Name: Rony Medeiros

Title: Real State Supervisor

real e approved

Signature Page

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

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NAME: Timothy P. Schier

ADDRESS: 80 La Mirada Dr, Montgomery, Tx 77356

TELEPHONE NUMBER: 713-858-0081

PARTNERSHIP INTEREST: 3.1252

By: _____

Name: Timothy P. Schier

Title: Individual

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

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NAME: WALTER B. GLASS

ADDRESS: 3221 BENDA PLACE, LA, CA 90068

TELEPHONE NUMBER: (323) 599-8357

PARTNERSHIP INTEREST: 1.5625%

By: Walter B Glass

Name: WALTER B. GLASS

Title: Limited Partner / Self

Signature Page

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

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

NAME: Xun Davis Partners

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

TELEPHONE NUMBER: (713) 673-7701

PARTNERSHIP INTEREST: 3.125% - $113,000.00

By: _____

Name: Gary S. Davis

Title: Manager

EXHIBIT "A"

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

EXHIBIT B
LAND

LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

Willow Creek Plaza

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

ESTIMATED CONSTRUCTION COSTS

LAND COST					
	+/-8.053 acres @ $5.70 PSF	$5.70 PSF	$ 47.62	$	**2,000,000**
BUILDING COST					
	Estimated Retail Construction Costs	42,000 SF	$ 85.00	$	3,570,000
	Tenant Improvements Allowance	$40.00 PSF	$ 40.00	$	1,680,000
	Horizontal Work (Concrete Parking, utilities and detention)		$ 9.33	$	392,040
	3% Hard Cost Contingency		$ 4.03	$	169,261
TOTAL LAND & BUILDING COSTS			$ 185.98	$	**7,811,301**
SOFT COSTS					
	Construction				
	Architectural & Engineering			$	84,000
	Construction Interest (assumes 5.000% Interest rate)			$	168,853
	Construction Loan Inspections			$	4,770
	Legal & Closing			$	23,250
	Loan Fee (0.50%)			$	33,771
	Surveys, Enviro, Platting, and Geotech Reports			$	50,000
	Permits			$	12,500
	Utility Fees (Centerpoint/Annex/Water/Septic)			$	85,000
	Construction Soft Costs		$ 11.00	$	462,144
	Overhead				
	Lease-up carry costs (6mo interest)			$	168,853
	Lease Commissions			$	239,400
	Marketing Costs Signage			$	75,000
	Development Fee (2%)			$	156,226
	Taxes			$	37,486
	5% Soft Cost Contingency			$	55,081
	Leasing & Overhead Soft Costs		$ 17.43	$	732,046
TOTAL SOFT COSTS			$ 28.43	$	**1,194,190**
TOTAL CONSTRUCTION COST & LAND			$ 214.42	$	**9,005,491**

ESTIMATED SOURCES OF FUNDS

CONSTRUCTION / MINI-PERM FINANCING

TOTAL PROJECTED COSTS			$	9,005,491
Less:	Estimated Loan Amount (75% LTC)		$	(6,754,118)
pmt:	5% Interest Only 18mo	$ (28,142.16)		
EQUITY REQUIRED FOR CONSTRUCTION			$	**2,251,373**
(additional cash over land)	$ 251,372.71			
TOTAL EQUITY RAISED			$	**2,260,000**

MINI-PERM FINANCING PERIOD

pmt:	Mini-perm 42mo @5.25%	$45,512.23

PRO FORMA CASH FLOW

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

	Commission %	Annual Rent	60 Mo Consideration			Commissions
EXPECTED LEASE COMMISSIONS	6%	$ 798,000.00	$ 3,990,000.00			$ 239,400
EXPENSES						
Tax Base 2.334% tax rate					$ 210,593	$ 210,593
Insurance					$ 37,800	$ 37,800
Common Area Repair/Maintenance (3%)					$ 23,940	$ 23,940
Pro Mgmt. & Admin. (5.0%)					$ 39,900	$ 39,900
Other Expenses					$ 31,920	$ 31,920
TOTAL EXPENSES					$ 344,153	$ 344,153
					43%	
POTENTIAL OPERATING RECOVERY	100%				$ 344,153	$ 344,153
NET OPERATING INCOME					**$ 798,000**	**$ 798,000**

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

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

Initial Investment	IRR
$ 2,251,373	17.90%

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:
Adopt, on Second Reading, Ordinance No. 2026-15, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 14.09 acres of land, situated in the W Hurd Survey, Abstract 377 from Agricultural (AG) to General Retail (GR) on Tracts "3G & 4B" and "3D-1 & 4A-1". The applicant is requesting to allow for the properties to be developed for general retail uses. The property is located west of the southwest intersection of FM 2920 and Telge Road from Agricultural (AG) to General Retail (GR), within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Origination: Shoppes at Willow Creek, LLC

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2026-15

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 14.09 ACRES OF LAND LOCATED ON TWO TRACTS, TRACTS "3G & 4B" AND "3D-1 & 4A-1", SITUATED IN THE W HURD SURVEY, ABSTRACT 377, LOCATED WEST OF THE SOUTHWEST INTERSECTION OF FM 2920 AND TELGE ROAD FROM AGRICULTURAL (AG) TO GENERAL RETAIL (GR), WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

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

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

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

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

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

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

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

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

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

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

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

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

FIRST READING:

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

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

SECOND READING:

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

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

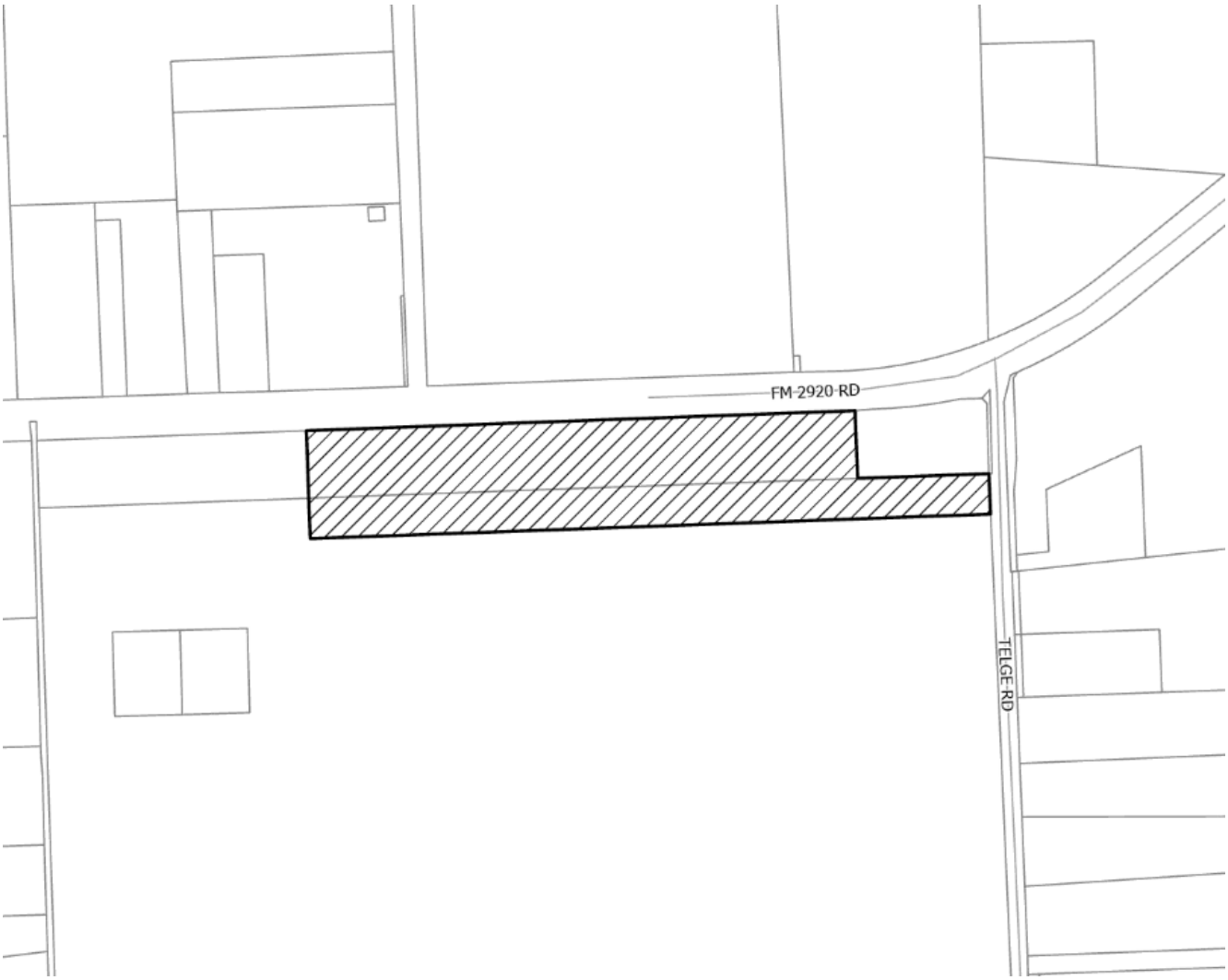
_____
LORI KLEIN QUINN, Mayor

ATTEST:

_____
Thomas Harris III
City Secretary

Exhibit “A”

Location: West of the southwest intersection of FM 2920 and Telge Road (20715 Telge Road).



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

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

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

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

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

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

I hereby certify that the above notice of the meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 2nd day of June 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

Benjamin Lashley
Benjamin Lashley
Assistant City Planner

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

City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z26-06 **5/19/2026**

The Planning & Zoning Commission will hold a public hearing on **June 8, 2026 at 6:00 PM,** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Shoppes at Willow Creek, LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tracts "3G & 4B" and "3D-1 & 4A-1", two tracts containing approximately 14.09 acres of land, situated in the W Hurd Survey, Abstract 377, located west of the southwest intersection of FM 2920 and Telge Road (20715 Telge Road). The applicant is requesting to allow for the properties to be developed for general retail uses.

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

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

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

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

CASE #: Z26-06
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name:
Parcel I.D.:
Address:

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

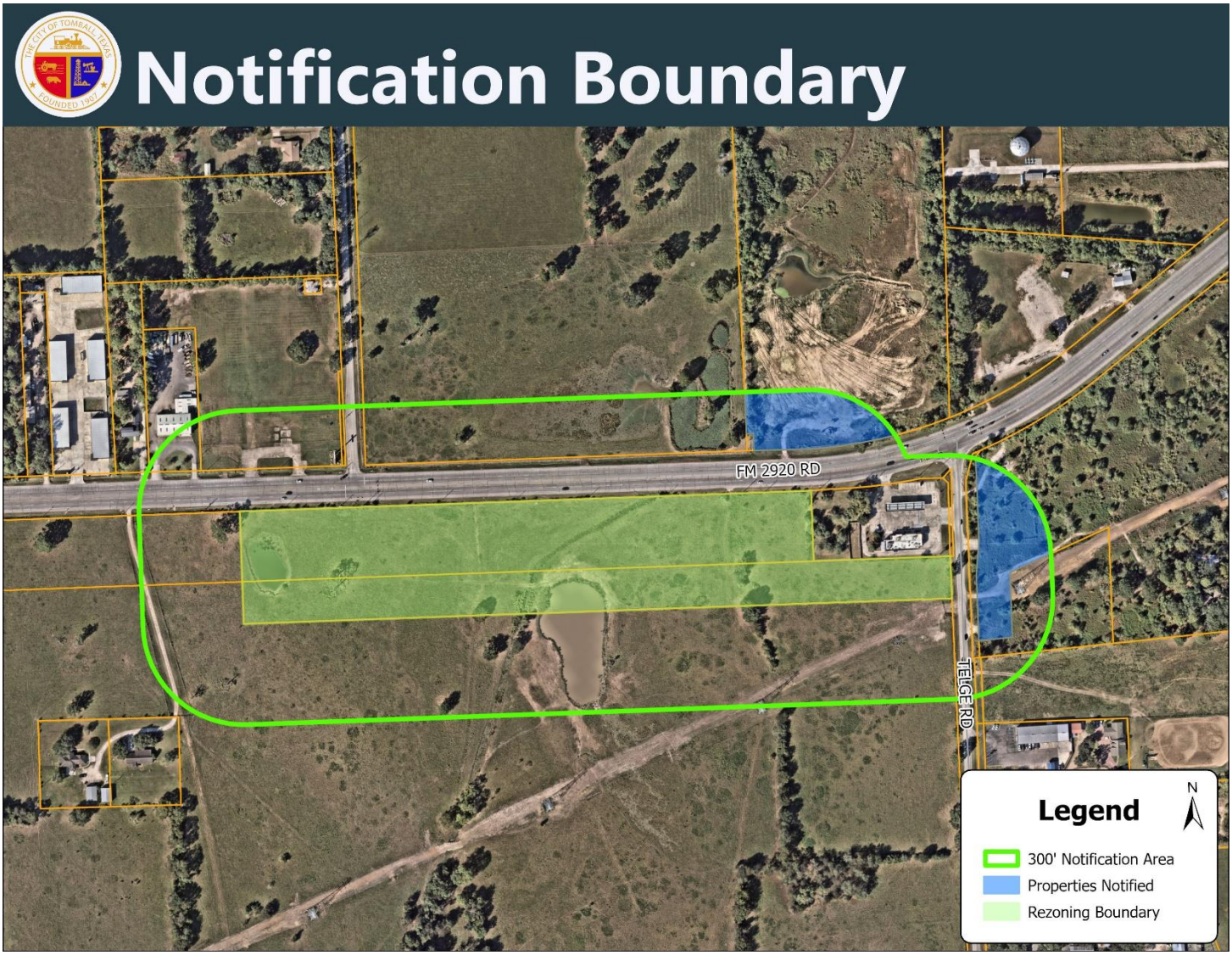
Email: planning@tomballtx.gov

I am in favor ☐ I am opposed ☐

Additional Comments:

Signature: _____

Z26-06


Notification Boundary
FM 2920 RD
TELGE RD
Legend
N
300' Notification Area
Properties Notified
Rezoning Boundary

Rezoning Staff Report

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

Rezoning Case:	Z26-06
Property Owner(s):	Shoppes at Willow Creek, LLC
Applicant(s):	Jonathan Sellers
Legal Description:	Request by Shoppes at Willow Creek, LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tracts "3G & 4B" and "3D-1 & 4A-1", two tracts containing approximately 14.09 acres of land, situated in the W Hurd Survey, Abstract 377
Location:	West of the southwest intersection of FM 2920 and Telge Road (20715 Telge Road) (Exhibit "A")
Area:	14.09 acres
Comp Plan Designation:	No designation (Exhibit "B")
Present Zoning:	Newly annexed into the Agricultural (AG) District (Exhibit "C")
Request:	Rezone from the Agricultural (AG) District to the General Retail (GR) District

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Agricultural (AG) and unincorporated land	Undeveloped land
South	Unincorporated land	Large agricultural estate and undeveloped land
East	Unincorporated land and Commercial (C)	Convenience store and undeveloped land
West	Unincorporated land	Large agricultural estate and undeveloped land

BACKGROUND

The subject property is presently undeveloped and within the City of Tomball's Extra Territorial Jurisdiction (ETJ). The applicant is requesting annexation into the City of Tomball and the simultaneous rezoning of the property to allow for the development of a retail center.

ANALYSIS

Comprehensive Plan Analysis: There is currently no Future Land Use designation for this property. Based on the nearby designations, the property will likely be suggested to adopt the Corridor Commercial designation at the next Comprehensive Plan update. The Corridor Commercial designation is intended for nonresidential uses along high-traffic thoroughfares. Appropriate land uses include but are not limited to retail, hotels, restaurants, personal services, and offices. Development within the Corridor Commercial designation should have primary access to an arterial street and provide mobility enhancements for pedestrians.

Staff Review Comments: The General Retail (GR) zoning district is designed to accommodate nonresidential uses along high-traffic areas, intersections of major collector streets, and along regionally serving thoroughfares. Land uses found within the GR district should facilitate opportunities for local neighborhood shopping, create facilities for the retail sales of goods and services, and help create a network of supportive services for the surrounding community. The request to rezone the subject property to General Retail would be in conformance with the Future Land Use Plan. Additionally, the subject property has proposed access onto FM 2920 which is an existing major arterial roadway and is designed to accommodate traffic associated with developments within the General Retail district.

PUBLIC COMMENT

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

EXHIBITS

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

Exhibit "A"
Aerial Location Map

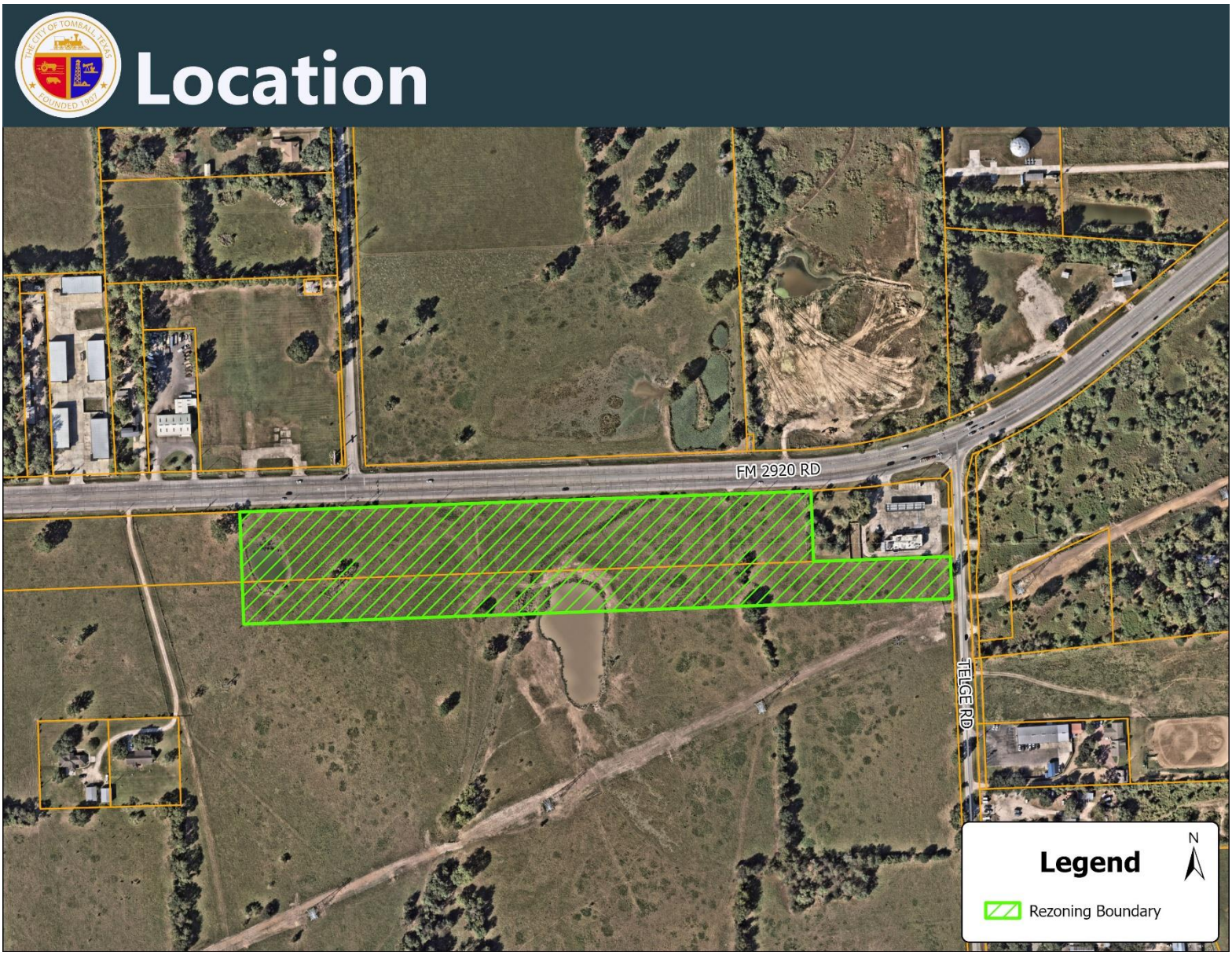


Exhibit "B"
Future Land Use Plan

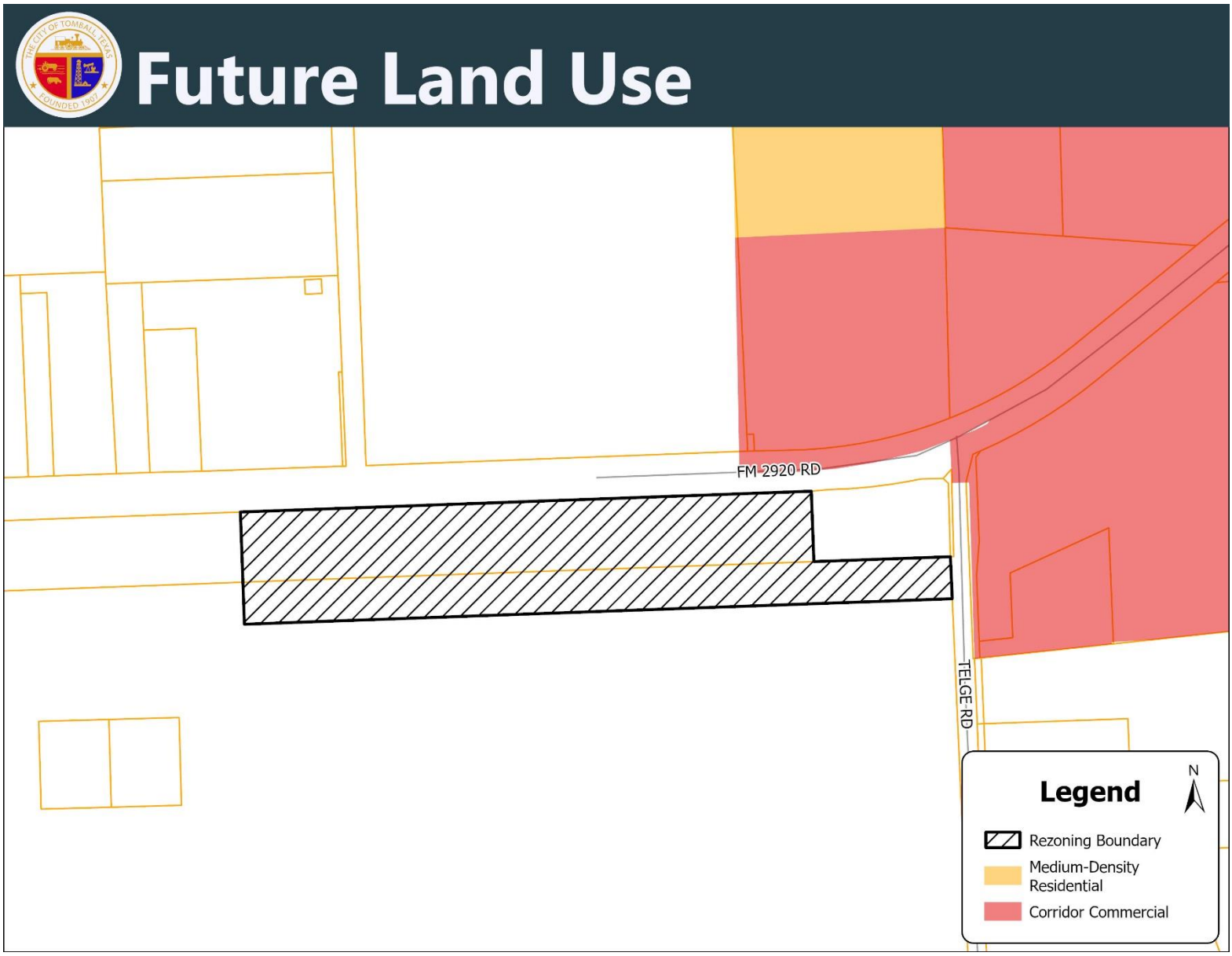


Exhibit "C"
Zoning Map

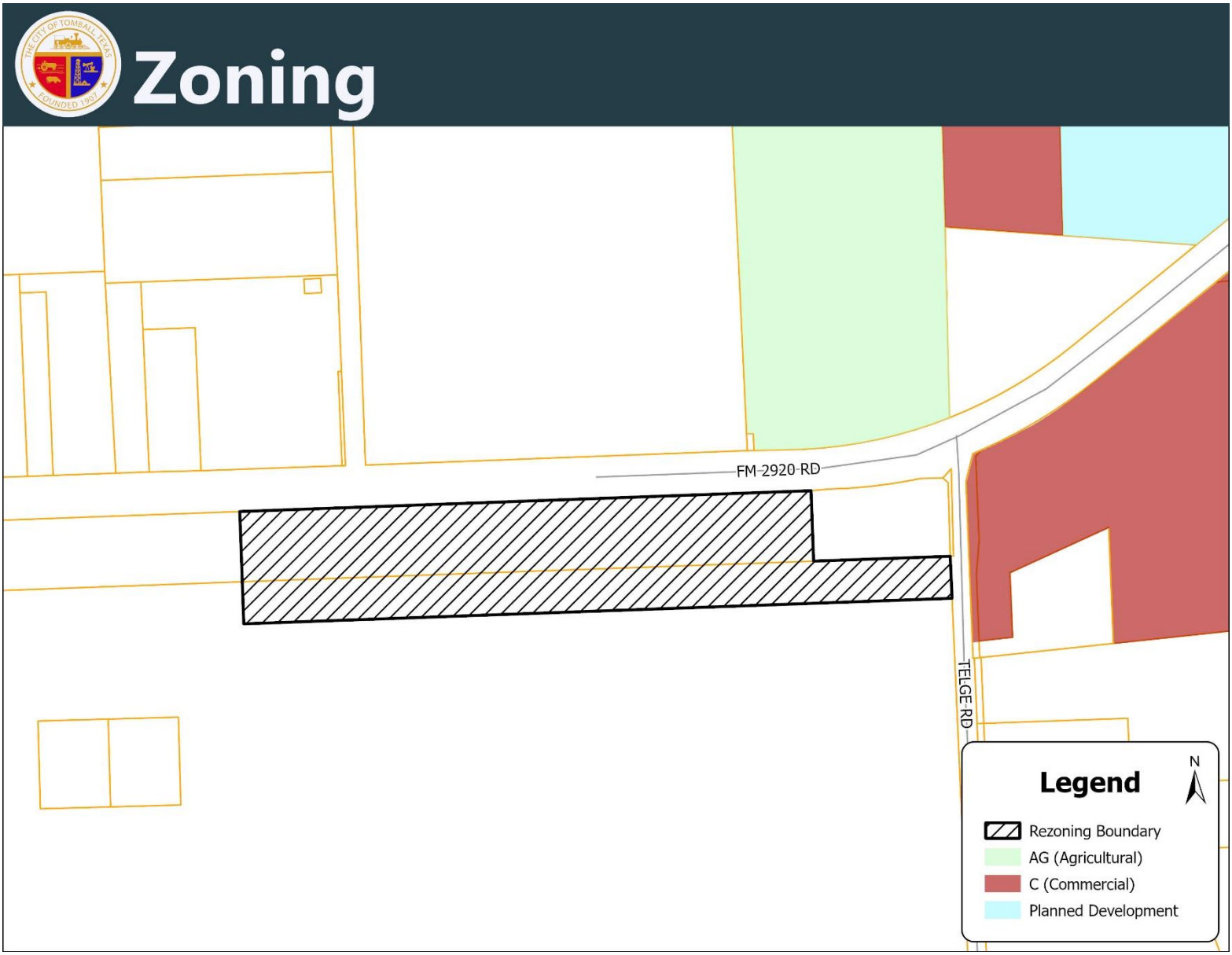


Exhibit “D”
Site Photo(s)

Subject Property (South)

Neighbor (West)

Neighbor (East)

Neighbor (North)

Exhibit "E"
Rezoning Application

04/09/2026

City of Tomball
Planning & Zoning Commission
401 Market Street
Tomball, Texas 77375

Re: Rezoning Request to General Retail for ±14.0945-Acre Tract along FM 2920

Dear Members of the Planning & Zoning Commission,

On behalf of the property owner, we respectfully submit this request to rezone a ±14.0945-acre tract of land (613,657 square feet) located in the William Hodge Survey, Abstract Number 377, Harris County, Texas, to a General Retail (GR) zoning designation.

The subject property is located along FM 2920 with proximity to Telge Road and is more particularly described in the attached metes and bounds description. Given its frontage along a major arterial roadway and its location within a rapidly developing commercial corridor, the proposed General Retail zoning is appropriate and consistent with the surrounding land uses.

This rezoning request is intended to allow for the development of retail and commercial uses that will serve the growing Tomball community. The proposed zoning will provide opportunities for quality development, increase access to goods and services, and contribute to the City's economic growth through an expanded tax base. Additionally, the request supports the City's long-term planning efforts by encouraging compatible commercial development along major transportation corridors.

We look forward to working with City staff and the Commission throughout the review process and are happy to provide any additional information needed to support this request.

Thank you for your time and consideration.

Sincerely,

Jonathan Sellers
Managing Member / Shoppes At Willow Creek, LLC
jonathan.sellers@revkocre.com | 281.547.8334

Revised: 08/25/2023

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

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

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

DIGITAL APPLICATION SUBMITTALS:
PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV
WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant
Name: Jonathan Sellers Title: Managing Member
Mailing Address: 18803 Hamish Road, Suite F City: Tomball State: TX
Zip: 77377 Contact:
Phone: (832) 360-5086 Email: jonathan.sellers@revkocre.com | trevor.hudson@revkocre.com

Owner
Name: Shoppes at Willow Creek, LLC Title: Owner
Mailing Address: 18803 Hamish Road, Suite F City: Tomball State: TX
Zip: 77377 Contact: Jonathan Sellers | Trevor Hudson
Phone: (281) 547-8334 Email: jonathan.sellers@revkocre.com | trevor.hudson@revkocre.com

Engineer/Surveyor (if applicable)
Name: Chris Garcia Title: Project Manager
Mailing Address: 8118 Fry Road, Suite 402 City: Cypress State: TX
Zip: 77433 Contact:
Phone: (281) 213-2517 Fax: ( ) Email: chris@dvjgrp.com

Description of Proposed Project: Rezoning 14 acres of frontage on FM 2920 to General Retail and be annexed into the City of Tomball

Physical Location of Property: FM 2920 & Telge Road
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Being a tract or parcel containing 14.0845 acres (613,657 square feet) of land situated in the William Hodge Survey, Abstract Number 377, Harris County, Texas, being a

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (GR) : General Retail

Current Use of Property: Agricultural/Vacant Land

Proposed Zoning District: (GR) : General Retail

Proposed Use of Property: General Retail

HCAD Identification Number: 0430430000134 | 0430430(Acreage: +/- 14

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

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

X _____ 4/9/26

Signature of Applicant **Date**

X _____ 4/9/26

Signature of Owner **Date**

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:

Approve Minutes of June 11, 2026, Special City Council meeting.

Approve Minutes of June 11, 2029, Joint City Council and Tomball Economic Development Corporation meeting.

Approve Minutes of June 15, 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 _____ Approved by _____

Staff Member Date City Manager Date

MINUTES OF SPECIAL CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

Thursday, June 11, 2026
11:00 A.M.

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for June 11, 2026, 11:00 A.M., at Tomball Regional Health Foundation, 13302 Medical Complex Dr, Tomball, TX 77375.

A. Mayor L. Klein Quinn called the meeting to order at 11:01 A.M.

PRESENT:
Mayor Lori Klein Quinn
Council 1 Shelley Michna
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 Secretary – Thomas Harris III
Assistant City Secretary - Shannon Bennett
Public Works Director - Drew Huffman
Police Chief – Jeff Bert
Project Manager – Meagan Mageo

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.

C. New Business

1. Approve Resolution No. 2026-26, a Resolution of the City Council of the City of Tomball, Texas, Designating Authorized Signatories for Contractual Documents and Documents for Requesting Funds Pertaining to the Texas Community Development Block Grant Program administered through the Texas Department of

Agriculture, this Resolution supersedes Resolution No. 2026-17 adopted on March 16, 2026.

Motion made by Council 3 Dunagin, Seconded by Council 2 Garcia to approve Resolution No. 2026-26.

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

Motion carried unanimously.

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. 551.074 – To deliberate the appointment, evaluation, reassignment, duties, discipline, or dismissal of the Planning and Zoning Commission.
- Executive Session Started: 11:04 A.M.
- Executive Session Ended: 11:37 A.M.

D. Adjournment

Mayor Lori Klein Quinn adjourned the meeting at 11:37 A.M.

PASSED AND APPROVED on this 6th day of July.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

MINUTES OF JOINT CITY COUNCIL AND TOMBALL ECONOMIC DEVELOPMENT CORPORATION STRATEGIC PLANNING RETREAT CITY OF TOMBALL, TEXAS

Thursday, June 11, 2026
11:30 A.M.

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for June 11, 2026, 11:30 AM, at Tomball Regional Health Foundation, 13302 Medical Complex Dr, Tomball, TX 77375.

A. Mayor Lori Klein Quinn called the meeting of the City of Tomball Council to order at 12:16 P.M.

PRESENT:
Mayor Lori Klein Quinn
Council 1 Shelley Michna
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 Secretary – Thomas Harris III
Assistant City Secretary – Shannon Bennett
Public Works Director - Drew Huffman

President Lisa Covington called meeting of the Tomball Economic Development Corporation to order at 12:17 P.M.

PRESENT:
President Lisa Covington
Vice President Danny Hudson
Treasurer Latrell Shannon
Member Wayne Hall
Member Becky Clepper
Member Angie Johnson

ABSENT (EXCUSED):
Member Cody Miller

TEDC STAFF PRESENT:
Executive Director - Kelly Violette
Assistant Director – Tiffani Wooten
Administrative Assistant McKayley Dannelley
Marketing and Communications Manager – John Kelley

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.

C. General Discussion

1. Workshop Discussion Only: The Tomball Economic Development Corporation Board of Directors and Tomball City Council will enter into a TEDC Strategic Planning Workshop.

   Laura Huffman and Steven Pedigo with CivicSol facilitated the Tomball Economic Development Corporation and City Council Strategic Planning Workshop.

D. Adjournment

Mayor Pro Tem Paul Garcia adjourned the meeting at 4:38 p.m. on behalf of the Council.

President Lisa Covington adjourned the meeting at 4:38 p.m. on behalf of TEDC.

PASSED AND APPROVED on this 6th day July 2026.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

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

Monday, June 15, 2026
5:00 P.M.

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for June 15, 2026, 5:00 P.M., at 401 Market Street, Tomball, Texas 77375.

A. Mayor L. Klein Quinn called the meeting to order at 5:03 P.M.

PRESENT:
Mayor Lori Klein Quinn
Council 1 Shelley Michna
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- Sakora Moten
City Attorney – Loren A. Smith
City Secretary = Thomas Harris
Assistant City Secretary - Shannon Bennett
Community Development Director – Craig Meyers
Assistant Fire Chief – Jeff Cook
Police Chief – Jeffery Bert
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
Director of Human Resources – Kristie Lewis
Director of Marketing & Tourism - Chrislord Templonuevo
System Administrator – Sam Walton
Special Project Director - Luisa Taylor
Budget Analyst - Hannah Brown
Matthew O'Malley - Police Officer

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.

Representatives from Commissioner Lesley Briones' office introduced themselves: Eli Boldt with Partner Engagement and Economic Development Intern Bella Garza.

C. General Discussion

1. Quarterly Financial Report for period ending March 31, 2026.

   Finance Director Bragg Farmer provided the Quarterly Financial Report.

2. Quarterly Investment Report for the period ending March 31, 2026.

   Finance Director Bragg Farmer provided the Quarterly Investment Report.

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

   City Manager David Esquivel provided the presentation for the Pre-Budget Workshop for Fiscal Year 2026-2027.

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

Mayor Klein Quinn recessed the meeting at 5:50 p.m. and reconvened it at 6:06 p.m.

E. Invocation led by Boy Scout Troop 113.

F. Pledges to U.S. and Texas Flags led by Councilmember Dane Dunagin

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

- Tammy, Tomball, Texas, reported that the ducks have been found.

H. Presentations

1. Presentation of Proclamations

- Men's Mental Health Month

  Mayor Klein Quinn presented a Proclamation to Anish Senthil proclaiming June 2026 as Men's mental Health Month.

- Alzheimer's Disease and Brain Health Awareness Month

  Mayor Klein Quinn presented a Proclamation to Disha Somasetty proclaiming June 2026 as Alzheimer's Disease and Brain Health Awareness Month.

I. Reports and Announcements

1. Announcements

   I. Upcoming events:

   - July 4, 2026 – July 4th Celebration & Street Fest from 6:00 – 9:00 p.m. at Business 249 North of Kroger
   - July 10, 2026 – Tomball Kids Club from 8:30 – 10:00 a.m. at Juergens Park
   - Saturday, June 20 – Cars, Cops & Coffee from 8 a.m. – noon at Tomball Marketplace (14211 FM 2920)
   - Mayor Klein Quinn announced that July 9, 2026- Kaffeeklatsch from 8:30 – 10:00 a.m. at Tomball Community Center
   - July 8, 2026 - Daughters of American Revolution will be reading the Declaration of Independence 5:00-6:00 p.m. at the Depot

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 continued his presentation on the proposed Fiscal year 2026-2027 Budget.

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

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

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

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

Motion made by Council 4 Covington, Seconded by Council 2 Garcia to approve New Business Consent Agenda.

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

Motion carried unanimously.

K. New Business

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

Mayor Klein Quinn opened the Public Hearing at 6:45 p.m.

Mayor Klein Quinn closed the Public Hearing at 6:51 p.m.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr to adopt Ordinance No. 2026-10.

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

Motion carried unanimously.

2. Conduct a Public Hearing and First Reading, Ordinance No. 2026-12, an Ordinance of the City of Tomball, Texas, granting the request for annexation of a certain tract of land being 14.0945 acres (613,657 square feet) of land, situated in the William Hurd Survey, Abstract Number 377 and in John H. Edwards Survey, Abstract Number 20, Harris County, Texas; being all of a called 8.053 acre tract of record in the name of Shoppes at Willowcreek LLC by deed as recorded under Harris

County Clerk's File Number (H.C.C.F. No. RP-2024-432934) and out of and a part of a called 114.9706 acre tract of record in the name of Festival Properties, Inc. , & Silvestri Investments of Florida, Inc., in H.C.C.F. No. RP-2020-302036; Providing for a Service Plan; and Providing for Severability.

Mayor Klein Quinn opened the Public Hearing at 6:54 p.m.

Mayor Klein Quinn closed the Public Hearing at 6:55 p.m.

Motion made by Council 1 Michna, Seconded by Council 2 Garcia to adopt Ordinance No. 2026-12.

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

Motion carried unanimously.

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

   Motion made by Council 4 Covington, Seconded by Council 5 Parr to approve Resolution No. 2026-27.

   Jason Nicholson, Applicant answered Councils questions.

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

   Motion carried unanimously

4. Conduct a public hearing and consideration to approve Zoning Case CUP26-02: Request by A K Texas Venture Capital, L.P. to consider a Conditional Use Permit within the General Retail (GR) zoning district to allow for the land use of "Automotive Repair and Service, Major" on Lot 1 of Shops at Tomball Parkway,

one lot containing approximately 1.96 acres of land, located north of the northeast intersection of Texas 249 Access Road and Medical Complex Drive. The applicant is requesting to allow for the property to be developed with a specialized transmission repair shop.

Mayor Klein Quinn opened the Public Hearing at 7:12 p.m.

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

Adopt, on First Reading, Ordinance No. 2026-14, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by granting a Conditional Use Permit (CUP) to allow for the land use of "Automotive Repair and Service, Major" on Lot 1 of Shops at Tomball Parkway, one lot containing approximately 1.96 acres of land, located north of the northeast intersection of Texas 249 Access Road and Medical Complex Drive within the City of Tomball, Harris County, Texas; providing for penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr to adopt Ordinance No. 2026-14.

Voting Yea: Council 3 Dunagin

Voting Nay: Council 1 Michna, Council 2 Garcia, Council 4 Covington, Council 5 Parr

Motion failed 1 to 4

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

Mayor Klein Quinn opened the Public Hearing at 7:30 p.m.

Mayor Klein Quinn closed the Public Hearing at 7:31 p.m.

Adopt, on First Reading, Ordinance No. 2026-15, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 14.09 acres of land, situated in the W Hurd Survey,

Abstract 377 from Agricultural (AG) to General Retail (GR) on Tracts "3G & 4B" and "3D-1 & 4A-1". The applicant is requesting to allow for the properties to be developed for general retail uses. The property is located west of the southwest intersection of FM 2920 and Telge Road from Agricultural (AG) to General Retail (GR), within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 4 Covington, Seconded by Council 2 Garcia to adopt Ordinance No. 2026-15.

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

Voting Nay: Council 1 Michna

Motion carried 4 to 1

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

Motion made by Council 5 Parr, Seconded by Council 4 Covington to approve the request from Greater Tomball Area Chamber of Commerce for the City support and In-Kind services.

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

Motion carried unanimously

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

Motion made by Council 5 Parr, Seconded by Council 3 Dunagin to appoint two Alternates to the Board of Adjustments (Christine Roquemore, Alternate 1 and Lisa Daniels, Alternate 3)

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

Motion carried unanimously

Motion made by Council 4 Covington, Seconded by Council 5 Parr to appoint three regular members to the Board of Adjustments. (Sandra Kay Glasscock, Regular 2 Ellen Warren, Regular 4 and Cindy Phillips, Regular 5)

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

Motion carried unanimously

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

Motion made by Council 4 Covington, Seconded by Council 2 Garcia to appoint a member to the Planning and Zoning Commission (Tana Ross). Council suggested that the City Secretary advertises for another Planning and Zoning member.

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

Motion carried unanimously

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

Motion made by Council 4 Covington, Seconded by Council 5 Parr to approve Ordinance No. 2026-16.

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

Motion carried unanimously

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

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

- Sec. 551.072 – Deliberations regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange,

lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- Executive Session Started: 8:45 P.M.
- Executive Session Ended: 9:30 P.M.

L. Adjournment

Mayor Lori Klein Quinn adjourned the meeting at 9:30 P.M.

PASSED AND APPROVED on this 6th day July 2026.

Thomas Harris III, TRMC City Secretary	Lori Klein Quinn Mayor

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:

Approve a professional services agreement with GrantWorks, Inc. for grant administration services related to the Building Resilient Infrastructure and Communities (BRIC) Grant for an amount not-to-exceed $1,000,000 (RFP 2026-11), therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the BRIC Grant program, if awarded.

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

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

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

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

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

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

Staff submitted a grant application for a total identified grant amount not-to-exceed $15,000,000as approved by Resolution No. 2026-19 on May 4, 2026. In accordance with the terms and conditions of the grant and 2 CFR 200 regulations, staff advertised a Request for Proposal for grant administration services for grant application assistance and management throughout the grant term, if awarded.

Staff received three (3) sealed proposals from qualified firms. Scoring was completed by a committee to determine the most qualified firm to complete the work and based on the review staff entered into contract negotiations with GrantWorks, Inc.

In anticipation of grant application revisions and possible award, staff is recommending awarding a professional services agreement with GrantWorks for application assistance and management throughout the grant term, if awarded, for the BRIC grant. The agreement will include full-grant administration services including application assistance, procurement assistance, and administering and managing the grant funds, if awarded, to the City.

The agreement provides for a total contract amount not to exceed $1,000,000, based on the estimated grant funding request included in the submitted application. The not-to-exceed amount includes approximately $15,820 for optional pre-award services, which may be utilized if the City requires assistance responding to Requests for Information (RFIs) from FEMA or TDEM during the application review process. These pre-award services are not eligible for reimbursement under the grant program and, if utilized, would be funded through the City's operating budget. All post-award grant administration services will be paid from grant funds, if awarded and received by the City.

Origination: Project Management

Recommendation:

Staff recommends approving a professional services agreement with GrantWorks, Inc. for grant administration services related to the Building Resilient Infrastructure and Communities (BRIC) grant for an amount not-to-exceed $1,000,000.

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

FUNDING (IF APPLICABLE)

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

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

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

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

RFP for Grant Administration Services (FEMA-BRIC)
Committee Scoring Summary

	Colliers	Langford	Grantworks
Evaluator One	83	93	96
Evaluator Two	92	92	100
Evaluator Three	78	84	85
Total	**253**	**269**	**281**
Average	84	90	94

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("AGREEMENT") effective this **15th Day of June, 2026** ("Effective Date") is entered into by and between **City of Tomball, Texas** ("CLIENT"), located at 401 Market Street, Tomball, Texas 77375, and **GrantWorks, Inc.** ("CONSULTANT"), a Texas Corporation, located at 2201 Northland Drive, Austin, Texas 78756. (each a "Party" and collectively "Parties") All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

WHEREAS, CLIENT wishes to retain the CONSULTANT to provide professional consulting services ("SERVICES") as detailed in the solicitation document named **RFP Number: 2026-11; Request for Proposal (RFP) for Professional Services for Grant Administration (Texas Division of Emergency Management – Building Resilient Infrastructure and Communities)**, incorporated herein as **EXHIBIT A**;

WHEREAS, CONSULTANT submitted a proposal to the CLIENT dated May 14, 2026, to provide said SERVICES, incorporated herein as **EXHIBIT B**;

WHEREAS, CLIENT and CONSULTANT acknowledge and agree to abide and adhere to all pertinent local, state, and federal rules, regulations and statutes governing any potential awarded grant funding;

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. TASK/PURCHASE ORDERS, FEES, INVOICES AND PAYMENTS: The SERVICES will be performed by CONSULTANT and CLIENT will pay for said services in accordance with **EXHIBIT C**. Invoices will be submitted by CONSULTANT based on the milestones outlined in each task order, with payment due within 30 days of CLIENT's receipt of invoice and in accordance with all applicable local or state prompt payment regulations. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payment (without deduction or offset from the total invoice amount) of all sales, use, value added, gross receipts, franchise and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against CONSULTANT or its employees by any government or taxing authority. Should there be any dispute regarding any portion of an invoice, the undisputed portion shall be promptly paid.

2. PERIOD OF PERFORMANCE: The initial term of this AGREEMENT shall run from the Effective Date and shall expire after three (3) years. This AGREEMENT will be automatically renewed for two (2) twelve-month option year periods for a five (5) year total contract term unless prior to the renewal date either Party gives the other written notice of its intent to terminate the AGREEMENT. Should additional time be required to complete the Services, beyond five (5) years, a written extension request must be mutually agreed upon by and between CLIENT and CONSULTANT and shall be incorporated through written amendments into this AGREEMENT.

3. FEDERAL CLAUSE COMPLIANCE: The parties to this agreement shall comply with all federal, state, or local laws, rules, regulations, or ordinances as required including but not limited to those included in **EXHIBIT A**.

4. ORDER OF PRECEDENCE: In the event of a conflict in the AGREEMENT language and terms, the following order of precedence shall apply:

a. AGREEMENT
b. EXHIBIT A (Client Procurement Documents)
c. EXHIBIT C (Task Order)
d. EXHIBIT B (Consultant Proposal)

5. CLIENT'S COOPERATION: To assist CONSULTANT in performing the SERVICES, CLIENT shall (i) provide CONSULTANT with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with CONSULTANT when requested, (iii) permit CONSULTANT reasonable access to relevant CLIENT sites, (iv) ensure reasonable cooperation of CLIENT's employees in CONSULTANT's activities, and (v) notify and report to all regulatory agencies as required by such agencies.

6. CONFIDENTIALITY: Subject to the Texas Public Information Act, "Confidential Information" shall include, whether oral, written, or visual, evidenced by document or by electronic storage media, and regardless of whether disclosed, furnished, or learned before or after the Effective Date, all confidential and/or proprietary information furnished by or on behalf of a Disclosing Party or affiliates, employees, contractors and personnel, herein known as "Representatives," or learned by the Receiving Party or its Representatives in connection with visits or discussions with the Disclosing Party or its Representatives, in connection with the Receiving Party's consideration of the SERVICES.

   The Receiving Party agrees to retain strict confidence and not to disclose or reveal any Confidential Information of the Disclosing Party to any person or entity other than its Representatives who are directly participating in evaluation or consummation of the Purpose or who otherwise need to know the Confidential Information for purposes of evaluating or financing the SERVICES. The Receiving Party also agrees not to use the Confidential Information of the Disclosing Party for any objective other than in connection with the evaluation or consummation of the SERVICES. The Receiving Party shall inform each of its Representatives the proprietary nature of the Confidential Information, the applicability of the confidentiality and nonuse of this AGREEMENT and shall be bound by the terms and conditions of the AGREEMENT and responsible for, and liable to the Disclosing Party with respect to, any breach of this Agreement resulting from the acts or omissions of its Representatives. The Receiving Party shall exercise the same standard of care exercised in the protection of its own Confidential Information in safeguarding Confidential Information of the Disclosing Party against accidental or unauthorized use and will not be less than reasonable care.

   Confidential Information shall not be deemed to include information (a) in the public domain, (b) available to the Consultant outside of its service to the Client or other than from a person or entity known to Consultant to have breached a confidentiality obligation to the Client, (c) independently developed by Consultant without reference to the Confidential Information, or (d) known or available to Consultant as of the date of this AGREEMENT. Upon the request of the Disclosing Party, or after the expiration or termination of this AGREEMENT, whichever is sooner, the Receiving Party will cease use of Confidential Information received from the other party and destroy or return all Disclosing Party's Confidential Information and copies thereof in the Receiving Party's possession, except for anything that may be stored in back up media or other electronic data storage systems, latent data and metadata. The Receiving Party shall be permitted to retain one (1) copy for purposes of continued compliance with its document retention policies and applicable laws, rules, regulations, professional standards or guidelines, only, and in

accordance with the confidentiality provisions of this AGREEMENT. The Receiving Party shall, to the extent practical and permitted by law, provide the Disclosing Party with immediate written notice of such demand or requirement for disclosure so that the Disclosing Party may object to the disclosure and seek to protect its Confidential Information and/or waive compliance with the terms of this Agreement, at the Disclosing Party's expense. If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions hereof, the Receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is legally required to be disclosed, and to exercise all commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to the Confidential Information it discloses.

Both Parties shall receive the other party's prior consent and cooperation before issuing a news release, public announcement, advertisement, or other form of publicity related to the SERVICES or this AGREEMENT. Notwithstanding the expiration of the other portions of this AGREEMENT, the obligations and provisions of this section shall continue for a period of three (3) years from the date of termination of this AGREEMENT.

7. RIGHT TO USE INFORMATION AND DOCUMENTS: CLIENT may use any final reports of findings, feasibility studies, engineering work or other work performed or prepared by CONSULTANT under this AGREEMENT for internal purposes in connection with the project and/or location indicated in the SERVICES for which such work was prepared. However, CONSULTANT reserves all other rights with respect to such documents and all other documents produced in performing the SERVICES subject to the federal grant agreement terms and conditions governing use of any such documents resulting from and being paid by the federal grant.

8. PATENTS AND INVENTIONS: CONSULTANT shall retain all right and title to all patentable and unpatentable inventions including confidential know-how developed by CONSULTANT exclusively of the SERVICES. However, CONSULTANT hereby grants to CLIENT a royalty-free, nonexclusive, nonassignable license as to such inventions and know-how to use the same for CLIENT's business purposes. Information submitted to CLIENT by CONSULTANT hereunder is not intended nor shall such submission constitute inducement and/or contribution to infringe any patent(s) owned by a third party, and CONSULTANT specifically disclaims any liability, therefore. It is acknowledged that this Section is void should the federal grant agreement for which CONSULTANT fees are paid stipulates that all such information including patent, copyright, confidential and related proprietary information becomes the property of the federal agency and/or may only be used and retained by the CLIENT as the Grantee.

9. DELAYS AND CHANGES IN CONDITIONS: If CONSULTANT is delayed or otherwise in any way hindered or impacted at any time in performing the SERVICES by (a) an act, failure to act, or neglect of CLIENT or CLIENT's employees or any third parties; (b) changes in the scope of the work; (c) unforeseen, differing, or changed circumstances or conditions, including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (d) changes in government acts or regulations; (e) delay authorized by CLIENT and agreed to by CONSULTANT; or (f) any other cause beyond the reasonable control of CONSULTANT, then 1) the time for completion of the SERVICES shall be extended based upon the impact of the delay, and 2) CONSULTANT may request an equitable compensation adjustment, if necessary, which will be negotiated in accordance with Exhibit C and be subject to the necessary and reasonable provisions of federal code 2 CFR Section 200.

10. INSURANCE: CONSULTANT is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance for bodily injury and property damage. In addition, CONSULTANT shall secure, pay the premiums for, and maintain in full force and effect during the term of this AGREEMENT, and any extension(s) thereof, professional liability insurance in an amount covering the CONSULTANT's errors and omissions. Insurance certificates will be furnished to CLIENT on request.

11. WARRANTY: CONSULTANT is an independent contractor, and CONSULTANT's SERVICES will be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted professional practices and standards governing recognized firms in the area engaged in similar work. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.

12. CHANGES AND AMENDMENTS**:** The CLIENT may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the SERVICES or the amount of the CONSULTANT'S compensation, must be mutually agreed upon by and between the CLIENT and the CONSULTANT and shall be incorporated in written amendments to this AGREEMENT. If a change is requested, but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this AGREEMENT. Absent such agreement to terminate, the AGREEMENT will continue without the change.

13. INDEMNITIES: CONSULTANT shall defend, indemnify and hold harmless CLIENT from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CONSULTANT, its subcontractors, and their respective employees and agents acting in the course and scope of their employment. CLIENT shall defend, indemnify and save harmless CONSULTANT (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by CONSULTANT shall not apply to, loss, damage, injury or liability arising from the (i) acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents, or of third parties that result from CLIENT's gross negligence or willful misconduct; and (ii) any allegations that CONSULTANT is the owner, operator, manager, or person in charge of all or any portion of a site addressed by the services, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, transportation or disposal site for, any material with respect to which SERVICES are provided.

14. REMEDIES, SANCTIONS, PENALTIES:

a. LIMITATION OF LIABILITY - CLIENT'S REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY CONSULTANT SHALL BE TO REQUIRE CONSULTANT TO CURE OR REPERFORM ANY DEFECTIVE SERVICES. IF CONSULTANT FAILS TO CURE THE DEFECTIVE SERVICES TO CLIENT'S REASONABLE SATISFACTION AND FOR OTHER INSTANCES OF DEFAULT UNDER THIS AGREEMENT, CONSULTANT'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE

GREATER OF THE AMOUNT OF COMPENSATION FOR SUCH SERVICES.THE REMEDIES IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES. FURTHER, CONSULTANT SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE IT BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW. CLIENT'S LIABILITY AND CONSULTANT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE AMOUNT OF COMPENSATION OWED CONSULTANT FOR SUCH SERVICES.

b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, CONSULTANT AND CLIENT SHALL NOT, RESPECTIVELY, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CONSULTANT OR CLIENT OR FOR WHICH CONSULTANT OR CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

15. GOVERNING LAWS: The validity, construction, scope and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, except as otherwise provided herein. Each of the Parties hereby irrevocably waives all rights to trial by jury in any action, proceeding, or counterclaim relating to this Agreement (whether in contract, statute, tort (including, without limitation, negligence) or otherwise).

16. TERMINATION: Either Party may terminate this AGREEMENT for convenience or cause upon thirty (30) days written notice to the other Party. Either Party may terminate this AGREEMENT in the event of a material breach by the other Party; provided that the non-breaching Party provides written notice specifying the nature of the breach and allowing no less than thirty (30) days for the breaching Party to remedy the breach. If the breach is not remedied within this time, the non-breaching Party may terminate the AGREEMENT. Upon termination, CLIENT shall pay CONSULTANT for all SERVICES accepted by CLIENT that were performed hereunder up to the date of such termination. In addition, if CLIENT terminates for convenience, without cause, CLIENT shall pay CONSULTANT all reasonable costs and expenses incurred by CONSULTANT in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ASSIGNMENT: Neither CONSULTANT nor CLIENT shall assign any right or delegate any duty under this AGREEMENT without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the SERVICES may be performed by any subsidiary or affiliate of GrantWorks, Inc., upon such entity's written consent to the terms of this AGREEMENT and, CONSULTANT may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any SERVICES or sale of any goods pursuant to this AGREEMENT.

18. RECORDS AND AUDITS**:** During the term of this AGREEMENT, the CONSULTANT shall assist the CLIENT in maintaining fiscal records and supporting documentation for all expenditure of funds made under the AGREEMENT. CLIENT shall retain such records, and any supporting

documentation, for the greater of three years from closeout of the AGREEMENT or longer if required by FEMA, TDEM, audit findings, litigation, or grant conditions.

19. MISCELLANEOUS:

a. ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS: The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the SERVICES by CONSULTANT to the CLIENT. All previous proposals, offers, and other communications relating to the provisions of these SERVICES by CONSULTANT, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the pages of this AGREEMENT shall govern. CLIENT may accept these terms and conditions by execution of this AGREEMENT or by authorizing CONSULTANT to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby expressly objected to by CONSULTANT and shall not operate to modify the AGREEMENT except where such action by the CLIENT is the result of a requirement from the federal agency Grantor in which CLIENT must give CONSULTANT thirty (30) days written notice prior to such modification or revision with such written notice including proof of the federal agency Grantor requirement.

b. PERSONNEL: The CONSULTANT represents it has or will secure at its own expense; all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the CLIENT. The CONSULTANT may subcontract any of the work or services covered by this AGREEMENT, provided that (a) any subcontracted work or services must be the subject of a written approval, written contract, or agreement, (b) the CONSULTANT shall be responsible to CLIENT for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.

c. REPORTS AND INFORMATION: The CONSULTANT, at such times and in such forms as the CLIENT may reasonably require, shall furnish the CLIENT periodic reports as it may request pertaining to the work or services undertaken pursuant to this AGREEMENT, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this AGREEMENT.

d. DISPUTES, ATTORNEY FEES: Any dispute regarding this AGREEMENT or the SERVICES shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs. If litigation is instituted between the parties to this AGREEMENT regarding any matter arising pursuant to this AGREEMENT or the transactions contemplated under this AGREEMENT, the default rule is that each party pays its own costs.

e. WAIVER OF TERMS AND CONDITIONS: The failure of CONSULTANT or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this AGREEMENT or to exercise any right or privilege in the AGREEMENT or the waiver by CONSULTANT or CLIENT of any breach of the terms or conditions of this AGREEMENT shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

f. NOTICES: Any notices required hereunder may be sent by courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email to the addresses set forth below.

g. SEVERABILITY AND SURVIVAL: Each provision of this AGREEMENT is severable from the others. Should any provision of this AGREEMENT be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this AGREEMENT.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the Parties' intent. The terms and conditions set forth herein shall survive the termination of this AGREEMENT.

CLIENT and CONSULTANT agree to the foregoing and have caused this AGREEMENT to be executed by their duly authorized representatives as of the date set forth below.

CLIENT	GrantWorks, Inc.
City of Tomball, Texas	
By (Sign): _____	By (Sign): _____
Print Name: Lori Klein Quinn	Print Name: Bruce J. Spitzengel
Title: Mayor	Title: President
Address:	Address:
401 Market Street	2201 Northland Drive
Tomball, Texas 77375	Austin, Texas 78756
Phone: (281) 351-5484	Phone: (713) 252-5872
Fax: _____	Fax: _____
E-mail: lkleinquinn@tomballtx.gov	E-mail: bruce@grantworks.net

EXHIBIT A

CLIENT PROCUREMENT

City of Tomball

RFP Number 2026-11:
Grant Administration Services (FEMA -BRIC)

Addendum No. 1

May 8, 2026

The attention of all prospective respondents is directed to the following clarification for the above-mentioned project. The information contained in this Addendum supersedes information contained in the drawings, specifications and contract documents to the extent indicated. All information contained in the drawings, specifications and contract documents remains in full force and effect unless specifically modified herein.

Questions:

1. TDEM's stated deadline for BRIC submittals is June 1. As the deadline to respond to the RFP is May 14, how soon after May 14 does Tomball intend to issue an award?
    a. The calendar is provided in the RFP and we will be following that. City staff will be submitting the application and the selected Grant Administrator will be assisting with any requesting changes or RFIs following submission
2. Is this award intended only for the FY24/25 BRIC NOFO or will it extend to BRIC Opportunities into the future?
    a. It is only intended for the current BRIC grant opportunity.
3. Are there specifically identified projects that Tomball intends to apply for, and can the city please share those details?
    a. At this time the City plans to apply for grant funding for construction of the S. Persimmon & Timkin Street Improvements. This project is included in our adopted Capital Improvement Plan and can be viewed here: FY-2026-2030-Capital-Improvement-Plan
4. This RFP mentions the potential for Phase 1 and Phase 2 projects. As the current BRIC NOFO does not allow for Phased Projects, is the intention to apply for those projects under future BRIC opportunities or under the FY24/25 NOFO?
    a. The phases referred to pre-funding and post-funding for the grant. The selected project will be completed in one phase.
5. Is there a known number of projects that the city intends to apply for BRIC funding?
    a. The City only intends to submit for one project.

Questions Cont.

6. Is there an incumbent vendor providing Tomball with FEMA grant assistance?
    a. Currently the City does not have any FEMA grants. We do have active grants from GLO and HUD that are administered by different Grant Administrators. All Grant Administrators have been selected through competitive procurement.

7. Can the City provide an example project scope, cost and schedule on which to base the cost proposal? In particular for the BCA facilitation, environmental clearance and real property acquisition procedures?
    a. We will be applying for construction funding for our S. Persimmon and Timkin Road Improvement project. Information for this project can be found in our adopted Capital Improvement Plan: FY-2026-2030-Capital-Improvement-Plan

8. Does the City intend to use the selected consultant through this RFP Number: 2026-11 to apply for the FY24-25 FEMA BRIC round, due June 1, 2026 to TDEM and July 23, 2026 to FEMA? If so, is the City currently working with a consultant to develop all or part of the application. If so, in what capacity and for what components?
    a. The City will be submitting the initial application on their own by June 1. The selected Grant Administrator will be under contract to assist with any RFI's following the initial submission.

9. For the Proposed Cost of Services, how would you like the cost broken out? A cost for Pre-Award and a separate cost for Post-Award? Or will you require a cost for each numbers scope item under Pre-Award and Post-Award?
    a. A single cost for Pre-Award and a single cost for Post-Award will be sufficient. Respondents do not need to itemize costs by individual scope of work items.
10. In RFP Section VII is says "Please chose the MBDA Center that is in the closest proximity to your community. Email your RFP to the appropriate center." Please confirm if this applies only to the selected vendor, or to all proposing firms?
    a. The section states "if the awarded vendor," so this would apply only to the awarded vendor if they need to hire subcontractors.

Issued By:

Name: Tyron Wallace

Title: Project Assistant

Signature: Tyron Wallace

Date: May 8, 2026

Acknowledged By:

Name: _____

Title: _____

Signature: _____

Date: _____

City of Tomball

RFP Number: 2026-11

Request for Proposal (RFP) for

Professional Services for Grant Administration

(Texas Division of Emergency Management – Building Resilient Infrastructure and Communities)

Due: May 14, 2026 at 2:00 PM

City of Tomball Request for Proposal (RFP) for Professional Administration Services – Cover Letter

April 29, 2026

Re: Proposed Contract Funding for Building Resilient Infrastructure and Communities (BRIC) – Texas Division of Emergency Management (TDEM)

Attached is a copy of the City of Tomball's Request for Proposals ("RFP") for professional administration services. These services are being solicited to assist the City in its application(s) for and implementation of one or more contracts, if awarded, from the Texas Division of Emergency Management's (TDEM's) Building Resilient Infrastructure and Communities (BRIC). The City of Tomball is applying for such funding to support eligible activities in the City of Tomball.

Service providers may submit proposals for any or all activities listed in the attached Scope of Work. Multiple contracts may be awarded as a result of this solicitation. The City will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

Please submit one (1) digital copy (USB) and four (4) originals of your proposal of services and a statement of qualifications for the proposed services to:

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

The submission requirements for this proposal are included in the attached RFP. Proposals must be received by the City no later than **Thursday, May 14, 2026 at 2:00 P.M** to be considered. It is the responsibility of the submitting provider to ensure that their proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of Tomball reserves the right to negotiate with any and all service providers submitting timely proposals.

The City reserves the right to negotiate with any and all individuals or firms that submit proposals and may award one or more contracts to one or more service providers. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals. The City of Tomball is an Affirmative Action/Equal Opportunity Employer.

The City is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

City of Tomball RFQ Number 2026-11
Request for Proposals (RFP) for
Professional Administration Services for Grant Administration

Responses due by Thursday, May 14, 2026, No Later Than 2:00 pm

Introduction:

The City is seeking to enter into a professional services contract with a competent **Administration/Grant Management Services Consultant** to assist with the *pre-award and post-award* management required by the City for the implementation of a FEMA Building Resilient Infrastructure and Communities (BRIC) Grant Project to increase resilience if the City is awarded a State contract(s).

The following outlines the Request for Proposals.

I. Scope of Work

The management consultant or firm to be hired is to provide contract-related management services to the City including, but no limited to, the following:

A. Pre-Award* (services associated with developing and requesting Federal disaster assistance), including:
   1. Grant writing and application preparation
   2. Respond to Requests for Information (RFI) regarding FEMA projects
   3. Facilitate Benefit-Cost Analysis (BCA) with engineering firm or local staff
   4. Assemble Environmental and Historic Preservation Review (EHP)
   5. Participate in Public Outreach if applicable (e.g. advertising, public meetings)
   6. Act as a Liaison between project engineer, the State, and FEMA
   7. Attend workshops and meetings related to the development and submission of the application

B. Post-Award Grant Management Activities: (services associated with administering Federal disaster assistance), including but not limited to:
   1. Record-keeping and financial management
   2. Environmental clearance procedures
   3. Real property acquisition procedures under Uniform Act
   4. Equal employment opportunity requirements
   5. Project Management (e.g. quarterly reports, reimbursement requests)
   6. Technical Monitoring (e.g. site visits, technical meetings)
   7. Monitor and evaluate the progress of the mitigation activity in accordance with the approved SOW and budget
   8. Project close-out assistance

*Please specify actual tasks to be performed under each of these categories.

II. Statement of Qualifications

The City of Tomball is seeking to contract with a competent management consultant firm that has had experience in grants/contracts management. Please provide the following information:

a. Brief history of the proposing entity, including general background, knowledge of and experience working with the relevant agency
b. Related experience in applying for federally funded construction projects
c. A description of work performance and experience with FEMA HMA including a list of at least 3 references from past local government clients
d. A statement substantiating the service provider's resource and the ability to carry out the scope of work requested in a timely manner
e. Describe the service providers capacity to perform as well as resumes of all employees who will or may be assigned to provide services if your firm is awarded a contract through this solicitation

Pre-Award cost must be identified as separate line items in the cost estimate of the application. Costs associated with implementation of the activity but incurred prior to Federal award or final approval are not eligible. If an award is not made, Pre-Award costs will not be reimbursed by FEMA. Pre-award costs are reimbursed when the project is approved and funded.

Note: Projects with specialized or complex technical information such as drainage projects will include two phases. Phase 1 will be for developing Hydrological and Hydraulic Studies, feasibility studies, and other technical studies. After Phase 1 deliverables have been developed and analyzed, a new BCA will be performed and any necessary changes will be made in the Scope of Work and Budget. When Phase 1 deliverables have been approved by TDEM and FEMA, Phase 2 funding will follow.

III. Proposed Cost of Services

These include a proposed cost by project of what you or your firm feels is appropriate for each area of the Scope of Work. Please note that the City will not use lowest/best bid as the sole basis for entering into this contract.

**** If an award is not made, pre-award expenses will not be reimbursed by FEMA. Pre-award expenses are reimbursed when the project is approved and funded.***

IV. Affirmative Action

The City of Tomball is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the *Housing and Urban Development Act of*

1968 (12 U.S.C. 1701u) as amended.

V. Evaluation Criteria

The City will score and rank all eligible respondents. Proposals received will be evaluated and ranked according to the following criteria, a full breakdown of each category is reflected in Exhibit C:

Criteria	Points
Experience	35
Work Performance	30
Capacity to Perform	30
Proposed Cost	5
Total Points	**100**

VI. Submission Requirements

a. A copy of your current **Certificate of Insurance** for professional liability

b. **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that the City may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.

c. **System for Award Management.** Service provider must have a current registration in the System for Award Management (https://www.sam.gov/SAM). Service provider and its Principles may not be debarred or suspended or otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Enclose a printout of the search results that **includes the record date**. This clearance information **must** be included in the service providers' proposal to be considered.

d. **Form CIQ**, (enclosed). Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. The questionnaire form CIQ is included in the RFP and must be submitted with the response.

e. **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.

f. **Form 1295** (enclosed). Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by City Council will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor and submitted with the signed contract. Form 1295 is included in this RFP for your information. Form 1295 requires the inclusion

of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representation signing the form.

g. **Required Contract Provisions**. Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

VII. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

Small and minority businesses, women's business enterprises, and labor surplus area firms ***must*** participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists.
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority, and women's business enterprises.
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
f. Please choose the MBDA Center that is in the closest proximity to your community. Email your RFP to the appropriate center.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Houston MBDA Business Center
2302 Fannin Street, Suite 165, Houston, TX 77002
(713) 718-8974
https://www.hccs.edu/hcc-in-the-community/entrepreneurial-initiatives/mbda/

Dallas-Fort Worth MBDA Business Center
8828 N Stemmons Freeway - Ste 550-B, Dallas, TX 75247
214-920-2436
http://www.mbdadfw.com/

San Antonio MBDA Business Center
501 W César E Chávez Blvd, San Antonio, TX 78207
210-458-2480
https://sanantoniombdacenter.com/

MBDA Business Center – El Paso
c/o El Paso Hispanic Chamber of Commerce
2401 E. Missouri Ave.
El Paso, TX 79903
915-351-6232 ext. 19
https://ephcc.org/blog/growing-my-existing-business/our-mbda-business-center/

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Houston Women's Business Council, Inc.
9800 Northwest Freeway, Suite 120, Houston, TX 77018
713-681-9232
wbc@wbea-texas.org

LiftFund - Dallas Fort Worth Women's Business Center
8828 N. Stemmons Fwy, Suite 142, Dallas, TX 75247
888-215-2373
wbcdfw@liftfund.com

LiftFund - San Antonio Women's Business Center
600 Soledad St., San Antonio, TX 78205
888-215-2373
wbc@liftfund.com

SBA also provides assistance at Small Business Development Centers located across Texas:

https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/

VIII. Deadline for Submission

Proposals must be received no later than **2:00 p.m. CST** on **Thursday**, **May 14**. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting consultant/firm. Please submit your one (1) digital copy (USB) and four (4) originals of your proposal to the following address:

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

The submittal must be sealed and clearly marked on the outside – RFP 2026-11, Professional Services for Grant Administration (BRIC).

Any questions or requests for clarification must be submitted in writing via email to the Projects Assistant at procurement@tomballtx.gov by the deadline, **5:00 p.m. CST**, on **Thursday**, **May 7, 2026**. The City may, if appropriate, circulate the question and answer to all proposal holders.

IX. RFP Schedule

Provided below is the anticipated schedule of events:

Advertisement of RFP	Wednesday, April 29, 2026 and Wednesday, May 6, 2026
Deadline for RFP Inquiries	Thursday, May 7, 2026 at 5:00 p.m. CST
Final Addendum Date	Friday, May 8, 2026 at 4 p.m. CST
Due Date & Time for submittal	Thursday, May 14, 2026 at 2:00 p.m. CST
Proposal Evaluation	May 15, 2026 – May 22, 2026
Interview of Firm Finalist (if needed)	May 27, 2026
Selection Announcement	May 28, 2029
Council Award	June 15, 2026

EXHIBIT A
SCOPE OF WORK

EXHIBIT A
SCOPE OF WORK

The City is seeking to enter into a professional services contract with a competent **Administration/Grant Management Services Consultant** to assist with the *pre-award and post-award* management required by the City for the implementation of a FEMA Building Resilient Infrastructure and Communities (BRIC) Grant Project to increase resilience if the City is awarded a State contract(s).

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    1. Grant writing and application preparation
    2. Respond to Requests for Information (RFI) regarding FEMA projects
    3. Facilitate Benefit-Cost Analysis (BCA) with engineering firm or local staff
    4. Assemble Environmental and Historic Preservation Review (EHP)
    5. Participate in Public Outreach if applicable (e.g. advertising, public meetings)
    6. Act as a Liaison between project engineer, the State, and FEMA
    7. Attend workshops and meetings related to the development and submission of the application

B. Post-Award Grant Management Activities: (services associated with administering Federal disaster assistance), including but not limited to:

    1. Record-keeping and financial management
    2. Environmental clearance procedures
    3. Real property acquisition procedures under Uniform Act
    4. Equal employment opportunity requirements
    5. Project Management (e.g. quarterly reports, reimbursement requests)
    6. Technical Monitoring (e.g. site visits, technical meetings)
    7. Monitor and evaluate the progress of the mitigation activity in accordance with the approved SOW and budget
    8. Project close-out assistance

EXHIBIT B
TEXAS DIVISION OF EMERGENCY MANAGEMENT – BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES
GRANT ADMINISTRATION SERVICES – COST PROPOSAL

Exhibit B
Texas Division of Emergency Management – Building Resilient Infrastructure and Communities
Grant Administration Services – Cost Proposal

Indicate **No Cost Proposal** if your firm is not proposing to provide the services specified on this Cost of Services page.

The City may apply for all, none, or any combination of the TDEM – BRIC grant and choose one or more service providers to implement awarded activities.

Maximum amount of grant funds firm is able and/or willing to manage:

$_____

Provide pricing for any/all FEMA – BRIC programs for which the firm is able and/or willing to provide specified services at the level of the total award amount and enclose with the sealed RFP submission.

EXHIBIT C
GRANT ADMINISTRATION PROFESSIONAL SERVICES RATING SHEET
TDEM – BRIC

EXHIBIT C
Grant Administration Professional Services Rating Sheet
TDEM – BRIC

Rate the submitted proposal in the following areas:

A. Experience and Qualifications	**Points Possible**	**Points Awarded**
1. Experience with application grant writing and project delivery services for State and Federally funded projects	20	
2. Experience working with the Cities and Counties	15	
SUBTOTAL	**35**	
B. Work Performance (references and prior experience with firm)	**Points Possible**	**Points Awarded**
1. Work product is consistently of high quality	5	
2. Facilitates completion of project activities on schedule	5	
3. Understands the approach for project implementation	5	
4. References from current/past clients	15	
SUBTOTAL	**30**	
C. Capacity to Perform	**Points Possible**	**Points Awarded**
1. Staffing level/experience, special skills	15	
2. Understanding of Federally funded grants	15	
SUBTOTAL	***30***	
D. Proposed Fee	**Points Possible**	**Points Awarded**
1. Price is reasonable considering the firm's experience and qualifications	**5**	
SUBTOTAL	**5**	
OVERALL SCORING SUMMARY	**Points Possible**	**Points Awarded**
A. Experience of Firm	35	
B. Work Performance/Program Implementation	30	
C. Capacity to Perform	30	
D. Proposed Fee	5	
TOTAL SCORE	**100**	

EXHIBIT D
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

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

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

_____
CERTIFIED BY: (type or print)

_____
TITLE:

_____ _____
(signature) (date)

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature: _____** **Print Name:_____** **Title:_____** **Telephone No.: _____ Date: _____**
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget,
Paperwork Reduction Project (0348-0046), Washington, DC 20503

EXHIBIT F
CERTIFICATE OF INSURANCE

EXHIBIT G
INSERT SYSTEM FOR AWARD MANAGEMENT (SAM) RECORD SERACH FOR COMPANY NAME AND COMPANY PRINCIPAL

EXHIBIT H
FORM 1295 – CERTIFICATE OF INTERESTED PARTIES

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

EXHIBIT I
REQUIRED CONTRACT PROVISIONS

EXHIBIT H
REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.'' 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.'' 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants	

	will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the	

	administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination	

>$2,000	made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management	2 CFR 200 APPENDIX II (H)

	(SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:	2 CFR 200.321

	(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.	2 CFR 200.334

	(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority	2 CFR 200.321

	businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

EXHIBIT B

CONSULTANT PROPOSAL

MAY 14, 2026

RFP: 2026-11

CITY OF TOMBALL, TX

CITY OF TOMBALL (RFP 2026-11): PROFESSIONAL GRANT ADMINISTRATION SERVICES FOR THE TEXAS DIVISION OF EMERGENCY MANAGEMENT – BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES

GrantWorks
PEOPLE FIRST. PURPOSE-DRIVEN. HEART LED.

RFP: 2026-11

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MAY 14, 2026

GrantWorks
PEOPLE FIRST. PURPOSE-DRIVEN. HEART LED.

Proposal Disclaimer: *The information in this proposal contains certain trade secrets and proprietary information that GrantWorks owns. Such information is confidential as a matter of law, pursuant to Chapter 552, Texas Government Code. In the event that you receive a public information request for this proposal or any of its content, we ask that you immediately contact us so that we may submit a briefing to the Office of the Attorney General's Open Records Division to protect our information and prevent its re*

GrantWorks

Bruce J. Spitzengel
President
Cell: 713-252-5872
Email: bruce@grantworks.net

May 14, 2026

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

Subject: Professional Grant Administration Services for the Texas Division of Emergency Management – Building Resilient Infrastructure and Communities, RFP No: 2026-11

Dear Selection Committee Members:

GrantWorks, Inc. (GrantWorks) appreciates the opportunity to respond to your Request for Proposals for Grant Application Development and Management Services for Building Resilient Infrastructure and Communities (BRIC) Grant Program. GrantWorks is Texas' foremost application and grant management services provider, with a history of securing and administering more than $12 billion in assistance for hundreds of localities through thousands of grant contracts. We aim to free City of Tomball from cumbersome paperwork while providing timely and accurate decision-making information to help you plan for your current and future needs.

We understand that the City is considering applying for, Building Resilient Infrastructure and Communities (BRIC) Grant Program funding sources. GrantWorks has the resources and expertise to assist with applications and grant administration immediately following contract signing. We are ready to help generate and implement projects that meet Federal Emergency Management Agency (FEMA), Texas Division of Emergency Management (TDEM), Texas Water Development Board (TWDB), or other funding sources and the City's needs and wishes and commit to completing these projects following state and federal requirements and the City's project schedule.

As this proposal demonstrates, GrantWorks has deep experience managing every aspect of BRIC implementation, including project development, preliminary environmental review, compliance with state and federal regulations, and implementation of funded construction projects. We believe we are the most qualified bidder to provide the services associated with the City's BRIC project for the following reasons:

Established Team – GrantWorks' 250+ employees have experience covering all aspects of federal and state grant management, including applications, project development, environmental review, compliance assurance, and implementation of funded construction projects. We have a well-established team, which operates from 2 primary offices and 79 field locations throughout the state. Our team is immediately available to provide detailed and informative guidance and effective project management services to support the City's goals.

Highly Qualified Staff – GrantWorks hires skilled and experienced employees—over 30% of our staff hold post-graduate degrees in urban & regional planning, construction management, and public administration, and several have joined the company following successful careers at FEMA, TDEM, GLO, HUD, EDA, and other state and federal agencies. More than a dozen team members have joined GrantWorks after successful careers in state and local government or grant-related consultancy. As a company, we have a culture of continuous improvement that extends to our team through regular training, sponsored certifi-cation, and abundant opportunity for professional development and growth.

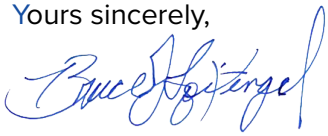
Proven Experience – GrantWorks' 250+ employees are skilled in managing all aspects of federal and state grant management for hazard mitigation programs. Our HMA specialists have extensive experience working for and with FEMA, TDEM, TWDB, and local governments in public and private sector roles. They have secured grants for our clients under the HMGP, BRIC, FMA grant programs, and other mitigation funding sources.

Implementation Excellence – Our dedicated FEMA Services includes experienced hazard mitigation project managers, grant administrators, and hazard mitigation planners. Our extensive Project Support Services team includes specialists in GIS/mapping, labor standards, environmental services, procurement, URA/acquisition, construction management, and field-based client services to support our project teams. This strong foundation of advisors allows our grant administrators to focus on project implementation. Proprietary tools such as GrantWorks 20/20—our grant-specific project and data management software—and detailed work plans that have been vetted and refined across hundreds of projects enable GrantWorks to manage multiple grants across various programs simultaneously successfully. This specialized support will be employed when working with the City to facilitate our ability to deliver consistent, high-quality integrated services.

Commitment – We are dedicated to community development through public works construction and believe these improvements are essential to strengthening the Texas communities we call home. We are known across the state for our commitment to providing the highest-quality administration and imple-mentation services, and we extend this pledge to the City. We reflect this practice in our numerous long-standing client relationships, dedication to staff training and certification, and continuous involve-ment at every step of the grant process.

GrantWorks can help you create a well-run, efficient, and successful hazard mitigation program that complies with all TDEM and FEMA requirements. We appreciate your consideration of our firm.

Yours sincerely,



GRANTWORKS, INC.
Bruce J. Spitzengel
President

TABLE OF CONTENTS

SECTION 1 – EXPERIENCE OF THE FIRM 1
1.1 About Grantworks 1
1.2 Experience Obtianging Grants 3
1.3 Experience with State and Federally Funded Programs 3
1.3.1 FEMA Grant Programs 3
1.3.2 Specific Experience with BRIC Grant Program 4
1.3.1 Other Relevant State and Federal Grant PRograms 4
1.4 Exeprience with Similiar Projects 6
1.5 Experience with H-GAC Region 11
SECTION 2 – WORK PERFORMANCE/PROGRAM IMPLEMENTATION 13
2.1 Submits 14
2.2 Responds 14
2.3 Facilitates Completion of Activities on Schedule 14
2.4 Work Prodcut Consistently of High Quality with Low Level of Errors 15
2.5 Technical Competence 16
2.6 Manages Projects with Budget Contraints 17
2.7 Approach to FEMA BRIC 18
2.7.1 FEMA Hazard Mitigation Work Plan 20
2.8 Public Engagement 25
2.8.1 Appointing a Local Team 29
2.8.2 Organzing Resources 25
2.8.3 Desiging Participant and Stakeholder Engagement Strategies 25
2.9 Plan City of Tomball Participation 26
2.10 References from Current/Past Clients 27
SECTION 3 – CAPACITY TO PERFORM 29
3.1 An Experienced Team 30
3.1.1 Project Management and Planning Services 31
3.1.2 Hazard Mitigation Project Management 32
3.1.3 GIS/Mapping 3.1.1 Project Management and Planning Services 32
3.2 Demostrated Understanding of FEMA/TDEM Requirements 33
3.2.1 Compliance with 44 CFR Part 201 33
3.2.2 Adherence to the FEMA BRIC Handbook 33
3.2.3 TDEM-Specific Requirements and Review Expectations 34
3.2.4 Procurement and Federal Compliance Awareness 34
3.3 Adequacy of Resources and Ability to Carry Out the Scope of Work in a Timely Manner 35
3.4 Adequacy of Resources to Commit to the Project 35
SECTION 4 – PROPOSED FEE 37
4.1 Cost of Services 37
4.1.1 Mitigation Projects - Construction 37
4.1.2 Mitigation Projects - Property Aquisition/Structure/Elevation/Demolition 38
4.3 Affirmative Action 32

4.4 Equal Employment Opportunity 32

ATTACHMENT 1– REQUIRED FORMS 59

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SECTION 1

EXPERIENCE OF THE FIRM

SECTION 1 – EXPERIENCE OF THE FIRM

1.1 About GrantWorks

Founded in La Porte, Texas, in 1979, GrantWorks, Inc. has helped over 720+ local governments secure and administer more than $12 billion in assistance across thousands of disaster recovery, hazard mitigation, public assistance, community development, housing, planning, and transportation grant contracts. Our firm is financially stable, adequately capitalized, and fully capable of performing all functions required by this RFP.

Dedicated to Texas communities. GrantWorks is a full-service grant management and administration firm committed to building stronger, smarter, and more resilient communities. We work side-by-side with our neighbors to help secure assistance and implement grant-funded programs that improve the quality of life in the communities where we live, work, and play. GrantWorks' local presence facilitates our ability to be responsive to client and project needs and enables our teams to be present and act quickly when necessary. We strive to provide the best services and meet the highest standards in all that we do, a value that is reflected in our numerous long-standing client relationships throughout the state.

Planning is a core business. GrantWorks has a dedicated team of hazard mitigation planning professionals who spend 100% of their time creating impactful plans to improve overall resilience. We collaborate with City staff, officials, residents, and other stakeholders to develop feasible, fundable, and adaptable mitigation plans that are guided by client goals and priorities. We leverage decades of project management and grant funding experience to integrate mitigation activities that encompass diverse perspectives and objectives across infrastructure, housing, land use, economy, recreation, and environmental considerations. All of our plans include implementation schedules to facilitate execution and maintenance strategies to preserve relevance throughout the life of the plan.

Our experience has demonstrated that the end-users of local hazard mitigation plans can have varying degrees of exposure to municipal governance and planning procedures. As such, we prepare documentation using layman's terms and incorporate clear and communicative graphics. Our in-house team of Geographic Information System (GIS) professionals support planning activities with high-quality mapping and analysis to bring the plan to life.

GrantWorks' planning capabilities extend beyond hazard mitigation. We also help communities develop comprehensive plans funded under the Texas Department of Agriculture CDBG program and the GLO's Resilient Communities Program (RCP), as well as Texas Parks and Wildlife Master Plans.

A capable and experienced team. GrantWorks employs more than 250+ full-time grant professionals, including over 100 experienced project managers. Over 30% of our staff hold post-graduate degrees in urban & regional planning, construction management, and public administration, and several have joined the company following successful careers at FEMA, TDEM, GLO, HUD, EDA, and other state and federal agencies. As a firm, we are committed to continuous development. At least 40% of our team maintain one or more professional certifications in relevant disciplines, such as:

Figure 1: *Professional certifications held by GrantWorks employees*

COMPREHENSIVE GRANT ADMINISTRATION & MANAGEMENT

- ✓ Grant Writing and Application Development
- ✓ Grant Administration and Management
- ✓ Program/Project Management
- ✓ Marketing and Outreach
- ✓ Intake (for Program Participants)
- ✓ Project Eligibility Reviews
- ✓ Home Elevation Scopes
- ✓ Beneficiary Eligibility Determinations
- ✓ Feasibility Reviews
- ✓ Cost Estimates
- ✓ Reviews for Duplication of Benefits (DOB)
- ✓ Records and Data Management
- ✓ Federal and State Procurement
- ✓ On-Site Davis-Bacon Labor Standards
- ✓ Uniform Act Compliance (Acquisition)
- ✓ Environmental Review and Clearance
- ✓ Mapping/GIS
- ✓ Construction Management
- ✓ Federal, State, and Local Compliance
- ✓ Reporting, Audit, and Monitoring Support

PROFESSIONAL PLANNING SERVICES

- ✓ Hazard Mitigation Plans
- ✓ Hazard Mitigation Plan updates
- ✓ Comprehensive Plans (population, housing, recreation, land use, economic development)
- ✓ Resilient Communities Program (RCP)
- ✓ Capital Improvement Plans (CIP)
- ✓ Neighborhood Enhancement Plans (NEP)
- ✓ Economic Development Plans
- ✓ Downtown Revitalization Plans (DRP)
- ✓ Infrastructure Development, Utility, and Housing studies
- ✓ Applying for and securing grant funding for planning activities
- ✓ Geographic Information Systems (GIS) mapping
- ✓ Local ordinance and zoning support
- ✓ Public engagement
- ✓ Environmental and historic preservation review
- ✓ Colonia planning to assist neighborhoods and counties with infrastructure and housing needs

1.2 Experience Obtaining Grants

Our hazard mitigation project managers are passionate about turning community needs into compelling project narratives that are expertly aligned with agency funding objectives. They have deep experience developing comprehensive, detailed, and fundable grant applications, and an impressive record of helping fund mitigation projects under HMGP, BRIC, PDM, FMA, and other federal and state grant programs such as the RESTORE Act and CDBG-DR and CDBG-MIT.

GrantWorks applications consistently outperform both state and national award rates for disaster recovery and mitigation programs for both TDEM and GLO-administered programs.

1.3 Experience with State and Federally Funded Programs

GrantWorks provides grant administration, application, and project management services for various state and federal grant programs. We have extensive expertise and success with applying for and managing federally funded projects and have completed more than 2,500 federally funded housing, infrastructure, and planning projects in more than 720 cities and counties. We have provided administration, management, and planning services for the following grant programs:

1.3.1 FEMA Grant Programs

GrantWorks provides grant application, administration, and project management services for FEMA grants funding through the HMGP, PDM, BRIC, FMA, and PA programs, and administered by TDEM.

Texas Division of Emergency Management

Building Resilient Infrastructure and Communities:

- Drainage Improvements, City of Combes, $943,000, BRIC FY 2022 Identified for Further Review – State/Tribal Allocation
- Master Drainage Plan, City of West Columbia, $668,000, BRIC FY 2023 Identified for Further Review – State/Tribal Allocation
- Master Drainage Plan, City of Palmview, $290,000, BRIC FY 2023 Identified for Further Review – State/Tribal Allocation
- Sarita Drainage Master Plan, Kenedy County, $228,000, BRIC FY 2021 awarded June 2023
- Multi-Hazard Mitigation Plan, Kenedy County, $76,000, BRIC FY 2022 Identified for Further Review - State/Tribal Allocation, award pending
- Cerillos Road Stormwater Infiltration at Ashbaugh Park, Santa Fe, NM, BRIC FY 2022, Identified for Further Review - State/Tribal Allocation, award pending
- Critical Infrastructure Micro grids Scoping, Santa Fe, NM, BRIC FY 2022, Identified for Further Review - State/Tribal Allocation, award pending
- Nixon Road Drainage, Town of Combes, $848,180, BRIC FY 2022 National Competition Selection

Hazard Mitigation Construction Projects:

- Homeowner Elevations and Reconstructions: 4 projects, $65+ million
- Drainage/Infrastructure: 3 projects, $6.8+ million
- Community Safe Rooms: 2 projects, $3+ million

Critical Facility Generators:

- 31 projects, $12.1+ million

Warning Sirens:

- 8 contracts, $428,489

Hazard Mitigation Plans:

- 36 projects, 150+ participating entities, $3+ million

FEMA Public Assistance:

- 8 Hurricane Harvey contracts, $80+ million

1.3.2 Specific Experience with the BRIC Grant Program

Funding available through FEMA's Building Resilient Infrastructure and Communities (BRIC) program expanded rapidly during the program's initial funding cycles, resulting in increased national competition and a significant rise in the number of firms pursuing BRIC-related work. As the program has evolved, however, successful outcomes have continued to demonstrate that BRIC requires far more than general grant writing experience. Competitive applications demand a strong understanding of FEMA Hazard Mitigation Assistance (HMA) requirements, mitigation strategy, benefit-cost principles, environmental and historic preservation considerations, and overall project readiness.

GrantWorks has supported communities through multiple BRIC funding cycles and has demonstrated success advancing applications through FEMA's highly competitive national review process.

Examples include:

- In FY 2021, only three Texas BRIC subapplications were selected for funding nationwide, including one prepared with assistance from GrantWorks.
- GrantWorks secured funding for and supported the successful implementation and closeout of an FY2021 BRIC-funded County Master Drainage Plan.
- In FY 2022, 18 of the 30 Texas subapplications submitted did not advance beyond FEMA's initial eligibility review due to HMA compliance deficiencies. Of the 12 applications identified for further review, three were prepared with assistance from GrantWorks.
- Also in FY 2022, GrantWorks assisted with two of the five successful BRIC subapplications submitted by the State of New Mexico.

GrantWorks currently has two FY 2023 BRIC subapplications identified by FEMA for further review and is actively supporting responses to agency Requests for Information (RFIs) are part of the ongoing national evaluation process.

The recently released FY 2024–2025 BRIC Notice of Funding Opportunity (NOFO) further underscores the importance of experienced mitigation support teams capable of developing technically sound, implementation-ready projects aligned with FEMA's evolving priorities. With approximately $1 billion in nationwide funding available and continued emphasis on large-scale infrastructure, resilience outcomes, and detailed technical compliance, the national competition for BRIC funding is expected to remain exceptionally competitive.

GrantWorks combines grant management expertise with direct experience navigating FEMA mitigation requirements, positioning communities to develop competitive applications, reduce compliance risk, and improve overall project readiness in an increasingly demanding national funding environment.

1.3.3 Other Relevant State and Federal Grant Programs

Texas Department of Agriculture

Texas Community Development Block Grant (CDBG) Infrastructure and Non-Rental Housing Program: More than 2,500 projects funded and managed.

- **Planning Grants:** 240 projects funded, completed, or underway, $10 million
- **Community Development Fund:** 1,683+ projects funded, $520 million
- **Texas Main Street/Downtown Revitalization Program:** 100+ projects, $31 million
- **Texas Capital Fund** (Economic Development): 115+ projects for $61.4 million
- **Colonia Construction Fund:** 137+ projects administered, $77.8 million
- **Colonia Planning Fund:** 50+ projects completed, $3 million
- **Disaster Relief Fund:** 125+ projects funded, $35.6 million
- **Fire, Ambulance, and Services Truck (FAST) Program:** 20+ projects, $11.4 million

Texas General Land Office

CDBG-DR 2018 Floods and 2019 Lower Rio Grande Valley Floods Program:

- State-level Housing Assistance and Reimbursement Programs in South Texas counties, $79.9 million

CDBG-MIT 2015 Floods, 2016 Floods, and Hurricane Harvey Round 1 Infrastructure Program:

- 50+ local government projects funded, $454+ million

CDBG-DR Hurricane Harvey Round 1 Housing and Infrastructure Program:

- 65+ local government projects funded, $183+ million
- Buyouts and Acquisitions – 16 local government projects funded, $59+ million with no match required
- State-level oversight of major subrecipients in implementing Homeowner Reimbursement, Affordable Rental, and Economic Revitalization Program Funds, $3.2+ billion
- State-level Housing Assistance Program in the Coastal Bend Council of Governments Region, Golden Crescent Regional Planning Commission Region, and multiple central Texas counties, $565+ million

CDBG-DR 2016 Floods Program:

- 12+ local government projects funded, including multifamily and single-family housing, $43 million

CDBG-DR 2015 Floods Program:

- 24+ local government projects funded, including multifamily and single-family housing, $180+ million

CDBG-DR Hurricane Ike/Dolly Rounds 1, 2.1, and 2.2 Infrastructure and Rental Housing Programs:

- 90+ local government projects funded, $436 million
- Projects include the $212 million City of Galveston infrastructure, $155 million Galveston Housing Authority Multifamily Rebuild, and $34 million Galveston Rental Housing Replacement Programs

U.S. Department of the Treasury Grants

- **American Rescue Plan Act of 2021 Program:** 200+ contracts awarded by cities and counties, 1,300+ projects managed, $1 billion.
- **RESTORE Act Program:** 4 projects, $20.8 million.

Texas Department of Housing and Community Affairs

Texas HOME Non-Rental Housing Program: Homeowner Rehabilitation Assistance (HRA) Program:

- 700+ contracts awarded to cities, counties, and nonprofits for $228 million
- 3,300+ substandard houses rehabilitated or reconstructed

- **Disaster Recovery (DR) Program:** 15 contracts, $4.76 million
- **Purchase with Disabilities (PWD) Program:** 18 contracts, $3.28 million

- **CDBG-CV Community Resiliency Program:** 5 local government projects funded, $17.7 million

U.S. Department of Transportation Grants

- **County Transportation and Infrastructure Fund:** 72 clients, 400+ individual projects administered, $153.7 million.
- **Border Colonia Access Program:** 1 project funded for $1 million.
- **Safe Routes to School Program:** 20+ projects funded, $10 million.
- **Surface Transportation Environment and Planning:** $1 million.
- **Transportation Enhancement Act for the 21st Century:** 5 projects funded, $3.7 million.

U.S. Economic Development Administration Grants

- **Public Works and Economic Adjustment Assistance Program:** 17 projects, $41.2 million

Texas Parks and Wildlife Grants

- **Outdoor/Indoor Recreation and Small Community Parks Program:** 70 projects funded, $42 million.

1.4 Experience with Similar Projects

GrantWorks brings extensive experience providing grant writing, grant administration, and related compliance services for municipalities and local governments on projects similar in scope and regulatory complexity to those anticipated by the City of Tomball. GrantWorks has successfully supported federally and state-funded initiatives involving BRIC and HMGP, from pre-award planning through close-out.

GrantWorks' experience includes preparation of competitive grant applications, environmental review records, financial and programmatic compliance, procurement and contract support, URA assistance, and close-out documentation. Through this work, GrantWorks has demonstrated a strong understanding of FEMA and other federal and state funding agency requirements, enabling communities to implement projects efficiently, remain in full regulatory compliance, and withstand monitoring and audit reviews.

GrantWorks has provided a representative list of similar projects in which we delivered grant writing, administration, and related grant services below. On the following pages, we have provided detailed descriptions of selected projects as well as an explanation as to why these projects are relevant to the City.

- FEMA BRIC Program: Renewable Microgrids to Power Critical Infrastrcuture, Santa Fe, New Mexico
- FEMA BRIC Program: Master Drainage Plan, Kenedy County, Texas
- FEMA HMGP & Hurricane Harvey CDBG-DR Drainage Improvements, Bay City, Texas
- FEMA Hazard Mitigation Grant Program: Stormwater Management Plan, La Marque, Texas

GrantWorks' experience with comparable cities and counties provides the City with realistic funding strategies, competitive grant applications, and reliable post-award support, grounded in a practical understanding of how small and mid-sized municipalities operate.

FEMA BRIC RENEWABLE MICROGRIDS TO POWER CRITICAL INFRASTRCUTURE

CITY OF SANTA FE, NEW MEXICO

THE CHALLENGE

The City of Santa Fe is seeking to power essential facilities with renewable microgrids that will ensure water, wastewater, transportation, and emergency services during a disaster.

THE SOLUTION

GrantWorks provided project scoping, grant writing services, and technical assistance to develop a FY 2022 BRIC application to fund a stand-alone solar power generation systems capable of powering critical infrastructure facilities. Each facility will have its own power generation system—their own solar array panels, power storage bank, and distribution system. Specific infrastructure envisioned for this program includes water and wastewater facilities, emergency operations center and shelters, Santa Fe Regional Airport, and fire stations.

With this project, the City of Santa Fe will not only build resiliency and reduce human suffering and property loss during disasters, but also shift more of the City's daily operations to renewable power, reducing climate impacts.

THE RESULTS

GrantWorks assisted with two of the five successful FY 2022 BRIC subapplications submitted by the State of New Mexico. The renewable microgrids project was "identified for further review" in the first round of project selection and is currently pending award.

CLIENT:
City of Santa Fe, New Mexico

GRANT PROGRAM:
FEMA BRIC

GRANT AMOUNT:
$1.23 million

CONTRACT DATES:
2021 - Present

SERVICES:

- ✓ Grant Administration
- ✓ Project Scoping
- ✓ Financial Management
- ✓ Data Tracking & Reporting
- ✓ Stakeholder Coordination
- ✓ Recordkeeping
- ✓ Technical Assistance
- ✓ Closeout

FEMA BRIC MASTER DRAINAGE PLAN

KENEDY COUNTY, TEXAS

THE CHALLENGE

The City of Santa Fe is seeking to power essential facilities with renewable microgrids that will ensure water, wastewater, transportation, and emergency services during a disaster.

THE SOLUTION

To address these challenges, this effort supports development of a watershed-based drainage study to assess existing conditions and identify appropriate mitigation strategies. The approach includes evaluation of ponding areas, culverts, and drainage conveyance systems, along with assessment of watershed characteristics and drainage patterns. The study also identifies solutions that reduce flooding while avoiding adverse upstream or downstream impacts.

THE RESULTS

The project resulted in a comprehensive drainage study and technical foundation to support future mitigation and infrastructure improvements, including:

- A completed drainage study assessing flood risk across the project area
- Identification of practical risk reduction strategies
- Engineer-supported opinions of probable construction costs
- Development of existing and proposed stormwater mapping to support future projects

CLIENT:

Kenedy County, Texas (Sarita Township)

GRANT PROGRAM:

FEMA BRIC

GRANT AMOUNT:

$240,000

CONTRACT DATES:

December 2022 - September 2025

SERVICES:

- ✓ Watershed-based drainage study development
- ✓ Flood risk assessment
- ✓ Ponding area, culvert, and drainage conveyance system evaluation
- ✓ Watershed characteristic and drainage pattern assessment
- ✓ Flood mitigation and risk reduction strategy identification
- ✓ Existing and proposed stormwater mapping development

FEMA HMGP & HURRICANE HARVEY CDBG-DR DRAINAGE IMPROVEMENTS

CITY OF BAY CITY, TEXAS

THE CHALLENGE

Bay City's Cottonwood Creek Diversion Channel is a critical storm-water drainage and conveyance system protecting the downtown area; however, during Hurricane Harvey, debris accumulation on existing bar screens restricted flow and caused flooding in the central business district. Prior funding efforts had been unsuccessful despite clear risk to streets, businesses, and critical facilities. The City needed a fundable solution to address drainage capacity constraints while navigating overlapping project scopes and funding dependencies.

THE SOLUTION

GrantWorks positioned the project for funding and implementation through a phased HMGP strategy. We led scope development, application preparation, and coordination with engineering partners to advance the project to a fully fundable design.

- Phase I advanced the project to a fully fundable condition, including final engineering design, hydrologic and hydraulic analysis, environmental consultation, and updated benefit-cost analysis.
- Phase II includes construction of an automated bar screen cleaner and flap gates to maintain drainage capacity and prevent debris blockage during storm events.

A key complexity involved aligning the HMGP project with a related CDBG-DR-funded upstream improvement. GrantWorks coordinated across agencies—including TDEM and TXDOT—to resolve scope dependencies, maintain eligibility, and keep both efforts advancing.

THE RESULTS

GrantWorks transformed a previously unfunded drainage project into a coordinated, multi-phase mitigation effort supported by HMGP and CDBG-DR funding, with Phase I advancing through FEMA review. The project restores drainage conveyance capacity, reduces flood risk to downtown infrastructure, and delivers a reliable, long-term solution to protect the City's core assets.

CLIENT:

Bay City, Texas

GRANT PROGRAM:

FEMA HMGP Hurricane Harvey
CDBG-DR

GRANT AMOUNT:

Phase I: $96,500
Phase II: $727,545

CONTRACT DATES:

July 2020 - October 2027

SERVICES:

- ✓ Application Preperation
- ✓ Project Scoping
- ✓ Grant Administration
- ✓ Financial Management
- ✓ Damage Assesments
- ✓ Stakeholder Coorsdination
- ✓ 2 CFR 200 Compliance
- ✓ Procurement
- ✓ Environmental Services
- ✓ Record Keeping
- ✓ Labor Standards & Monitoring
- ✓ Data Management & Reporting
- ✓ Project Management
- ✓ Construction Management

FEMA HMGP STORMWATER MANAGEMENT PLAN

CITY LA MARQUE, TEXAS

THE CHALLENGE

Although much of the City is protected by a levee system, localized drainage infrastructure—particularly roadside ditches and culverts—lacks sufficient capacity to handle frequent storm events. Many existing systems do not meet current design standards, contributing to recurring flooding issues.

THE SOLUTION

To address these challenges, this effort supports development of a comprehensive Stormwater Management Plan to evaluate system performance and identify needed improvements. The approach includes assessment of existing drainage infrastructure and conditions, identification of flood-prone areas, and evaluation of system capacity relative to current standards. The plan also develops recommended improvements to address deficiencies and support long-term system performance.

THE RESULTS

The project resulted in a comprehensive stormwater master plan and technical documentation to guide future improvements and investment decisions, including:

- A stormwater master plan report documenting level of service analysis and existing
- Evaluation of system performance and identification of flood-prone areas
- Cost estimates for proposed improvements
- Supporting technical methodologies and modeling results

CLIENT:

La Marque, Texas

GRANT PROGRAM:

FEMA HMGP

GRANT AMOUNT:

$899,500

CONTRACT DATES:

February 2014 - September 2026

SERVICES:

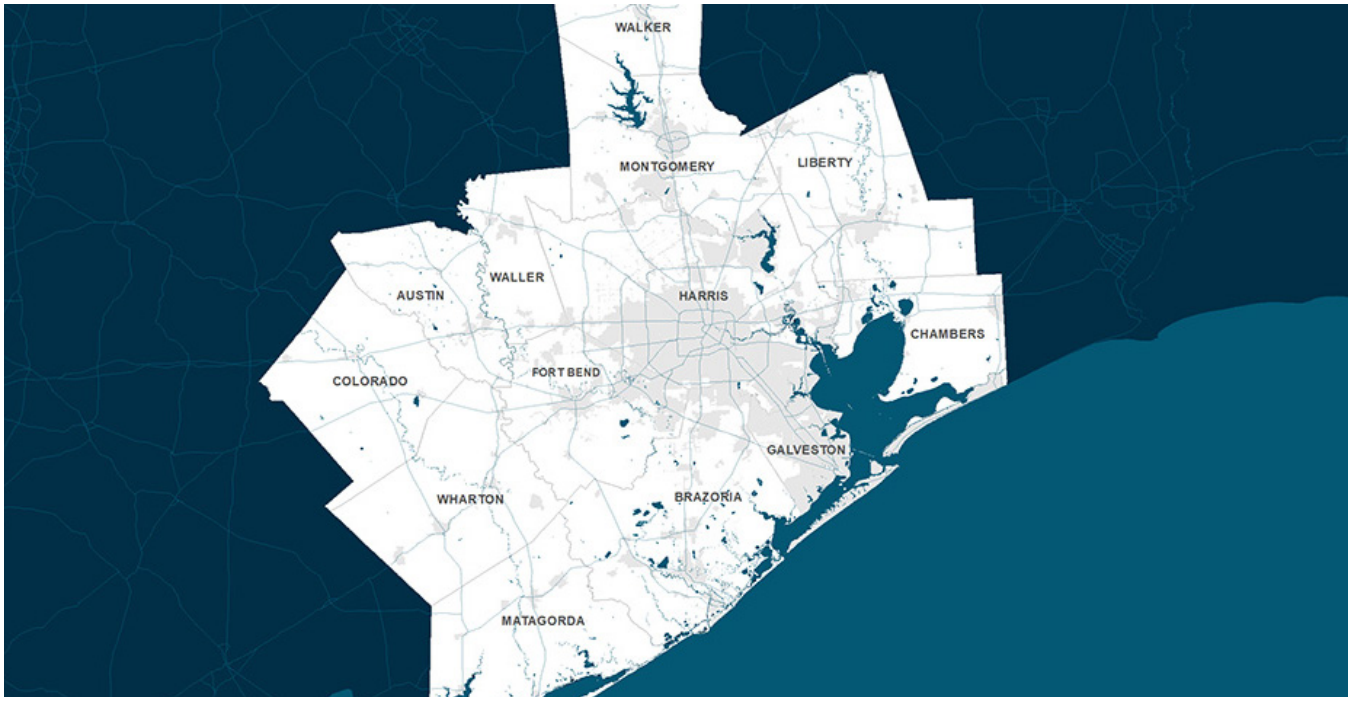
- ✓ Stormwater Management Plan development
- ✓ Drainage infrastructure condition assessment
- ✓ Flood-prone area identification
- ✓ System capacity evaluation relative to current standards
- ✓ System performance evaluation
- ✓ Technical data development and modeling support
- ✓ Cost estimate development fo proposed improvements

1.5 Familiarity with the H-GAC Region

The GrantWorks team has extensive experience in assisting communities with managing Hazard Mitigation Assistance (HMA) grants, ensuring the most efficient and beneficial use of funds. The City Council has an important mission of providing oversight of projects that will benefit it's constiuents and residents of who they represent. The GrantWorks team understands that there may be projects already in consideration for grant funding. GrantWorks can help the City of Tomball implement FEMA funding to mitigate future flood damage while fortifying the overall infrastructure within the City. GrantWorks is very familiar with the demographic factors such as the urban area, economic activities, and historical population trends influencing the City. Due to its proximity to the Gulf of Mexico, industries such as petrochemicals, oil and gas, agriculture, and shipping influence the region's economy. These demographics reflect these industries' employment patterns and income levels.

Since 2000, we have partnered with 83 local government clients across the H-GAC region on more than 400 projects, managing over $1 billion in grant funds and working directly with cities and counties to identify and implement infrastructure improvements. Our FEMA Hazard Mitigation Assistance portfolio spans HMGP, BRIC, PDM, and FMA, including four homeowner elevation and reconstruction projects totaling $116.7 million and 31 critical facility generator projects totaling more than $12 million. We provide full-service FEMA grant administration across project development, application, implementation, and planning. We also support FEMA Public Assistance, with 18 Hurricane Harvey contracts across 14 government entities using more than $98 million in FEMA funding. Our hazard mitigation planning work includes 34-plus projects encompassing 150-plus participating entities with $3.4 million in funding.

GrantWorks' extensive experience and expertise in working with HMA grants enable us to support the City in making the most of FEMA funding. Our commitment to tailoring strategies to the region's unique characteristics ensures that we use HMA grants efficiently and effectively to enhance and improve the City's resilience.



SECTION 2

WORK PERFORMANCE/ PROGRAM IMPLEMENTATION

SECTION 2 – WORK PERFORMANCE/PROGRAM IMPLEMENTATION

2.1 Submits Requests to the City in a TImely Manner

GrantWorks' proactive management approach keeps us ahead of the curve. We think, plan, and act in anticipation of constantly communicating, submitting and responding to requests promptly. We allocate adequate staff and resources to implement each project successfully and employ tracking systems, project checklists, weekly and biweekly portfolio reviews, and email management protocols to keep the City and the project team connected and on track.

These tools and strategies help us identify potential project risks early, anticipate future project needs, and submit requests in a timely manner. GrantWorks' project managers maintain detailed project calendars with information on key dates for submittals of project documentation and milestone targets. Project managers conduct no less than two monthly project portfolio management reviews, during which every performance aspect is discussed, including anticipated requests from clients and funding agencies. We have developed comprehensive project checklists to plan tasks and prepare information for agency requests or project deadlines. Additionally, every project manager receives ongoing training and weekly updates on agency requirements and submission deadlines to anticipate future requests. These measures mean no box is left unchecked and no request is overlooked.

2.2 Responds to the City's Requests in a Timely Manner

We feel that it is essential to respond to the City's requests in a timely manner, and our goal is to address and handle concerns professionally, effectively, and swiftly. As part of GrantWorks project management training, our employees learn the importance of timely communication, prioritizing competing issues, and allay dissatisfaction when a client is unhappy.

With decades of experience, our team has a solid knowledge of HMA program-specific requirements. We have used that experience to develop successful management strategies to respond to client requests quickly and accurately. This broad knowledge base allows us to support our clients effectively and efficiently and successfully implement all projects to meet federal and state requirements. Effective stakeholder communication and coordination enable us to respond quickly to requests without sacrificing quality. Project managers are assigned workloads that provide them with the capacity to focus on project implementation and client needs. The GrantWorks management team oversees staff workloads and sees that staff implement time management and communication strategies effectively.

2.3 Facilitates Completion of Activities on Schedule

Our extensive experience helps us predict and mitigate delays early in the project, charting critical paths to timely completion and sticking to the path.

- At the start of each project, our project managers meet with clients and stakeholders to discuss potential alternative project activities.
- At each project step, we work with stakeholders to meet scheduled milestones while maintaining compliance with all federal and state requirements.
- We work closely with local governments and other parties to keep projects in conformance with project performance statements and schedules.

Frequently, we identify changes during engineering design and construction. When we find that a project evision is needed, we work closely with the state, engineers, and clients to evaluate options and amend contracts to comply with programmatic requirements and adhere to the milestones specified in the grant agreement. GrantWorks project managers implement eligible and environmentally cleared projects by communicating regularly with engineers and clients. They work with clients to prepare and submit proposed contract amendments on time. GrantWorks clients benefit from our large team of specialized staff who can quickly complete any necessary environmental reviews, beneficiary surveys, and amendment requests.

2.4 Work Product Consistently of High Quality with Low Level of Errors

GrantWorks maintains technical accuracy and quality on projects by following these three critical steps:

- **Step 1:** Thoroughly assess and understand the City's requirements and needs.
- **Step 2**: Plan and perform work in a manner that meets those needs.
- **Step 3:** Continuously enhance the effectiveness and efficiency of our systems and processes.

GrantWorks maps all operational processes and performs routine quality checks to maintain audit-ready project files.

- Our standard operating procedures (SOPs) provide the framework for this consistent approach throughout the firm while allowing the flexibility to address specific needs and requirements.
- Our system aims to achieve customer satisfaction by preventing nonconformity at all stages.

We proactively approach quality and performance management on each project (**Figure 3**), starting with initiation. GrantWorks' technical knowledge and industry experience allow us to detail in the work scope and incorporate the appropriate level of monitoring and control to document compliance. We have used and enhanced this proven quality management program based on our performance on thousands of city and county projects over the last four decades.

GrantWorks Quality Program provides the following benefits:

- It helps establish adequate measures and controls over projects and financial performance and is a monitoring guide.
- It provides protocols for managing corrective actions and relevant process improvements so that performance and compliance deficiencies are corrected and not repeated.
- It tracks and monitors project trends, issues, and corrective actions—and flags items to be updated across related documentation and training programs to provide compliance and maximize efficiency in implementing project changes and clarifications.
- It means that our work products are consistent with low errors.

GrantWorks offers detailed and ongoing internal training to its staff. We educate employees on the latest state and federal regulations via weekly meetings and department and company-wide emails. Senior management puts extra time and effort into contextualizing regulatory changes and program requirements so that all staff understands the implications of any programmatic change and can apply that knowledge effectively. Our project team develops and implements project-specific internal and external checklists, and employees meet with management regularly. Our staff also benefits from informal peer-to-peer learning and coaching opportunities.

GRANTWORKS QUALITY PROGRAM

Our Quality Program includes:

- Mapping out QA/QC requirements for all project processes and performance
- Providing detailed checklists with continual training and regular updates to staff and other affiliated personnel
- Conducting timely QA/QC tests where possible
- Reviewing and following up on reports, noting anomalies, and verifying that terminology and statuses are consistent across the project and areas of work
- Checking for accuracy and validity of program data and documentation
- Adhering to contracts or agreements, guidelines, applicable federal/state laws, and program policies and procedures

Figure 3: *Quality Program*

GrantWorks staff also track and monitor sub-recipient performance for each project and grant program, including tracking deliverables and performing compliance testing. We periodically evaluate client compliance with applicable state rules, regulations, policies, and statutes. We retain extensive institutional records of client performance, which we rely on during new application cycles to boost our clients' scores. This information helps project managers anticipate and address problems we have seen in the past before they become an issue for future projects.

Weekly departmental and one-on-one meetings keep GrantWorks staff updated on the latest state and federal regulations and provide a forum for identifying and discussing programmatic challenges and solutions. We assign project managers and support staff to learn from their more senior colleagues. We also continuously evaluate our processes for quality assurance with frequent compliance checkpoints throughout a grant's life cycle to monitor conformance to project requirements.

2.5 Technical Competence

More than 720+ government entities have trusted GrantWorks with grant management and administra-tion, and our performance consistently demonstrates low levels of monitoring findings or concerns. The GrantWorks Team has followed thousands of grants from obligation through closeout and has developed a keen understanding of what constitutes entirely supported grant records. Our seasoned veterans will assist the City with fiscal monitoring by following established policies, procedures, and system controls to see that documentation complies with relevant local, state, and federal regulatory terms.

Our broad knowledge of federal and state program requirements enables us to provide well-researched and accurate technical assistance and an overall approach that identifies and addresses problems long before the state funding agency audits occur.

GrantWorks staff establish, implement, and retain quality control measures to meet client and state deliverables and timelines—reducing the likelihood of findings during the grant monitoring process. When a project is monitored, we provide high-touch support to our clients to resolve issues quickly and efficiently—assisting them with answering questions, drafting monitoring-related correspondence, and implementing best practices.

We have identified some common compliance problems when working with recipients of federal funds. These issues include procurement, contracting, labor standards, citizen participation, environmental compliance, ineligible or unreasonable cost, and recordkeeping. Our team uses this experience in implementing and monitoring any project developed with the City. We work with the City to develop a risk-based monitoring and compliance strategy that is collaborative and consistent with state and federal frameworks. Our references provide the best evidence of our long-demonstrated history of complex grant management and compliance expertise.

2.6 Manages Projects with Budgetary Constraints

During the application and project planning phase, GrantWorks works closely with the project engineer to see that the budget fully reflects anticipated project costs. During project implementation, project managers coordinate with local stakeholders and the engineering team to develop a bid schedule that allows for the flexibility needed to make a construction contract award that falls within budget. We do this by identifying additive and deductive alternates and updating cost estimates—a process that helps the client use every dollar of the construction budget without exceeding available grant funds.

GrantWorks staff work with stakeholders to verify that all project elements are program eligible and within budget. We have developed systems and processes to track project costs against budgetary con-straints. Our project managers work directly with local officials and engineers to prepare project-specific budgets, track project implementation, and review draw requests against those budgets. We create and maintain a grant ledger for each project and review the client's local financial policies and procedures. Our recordkeeping methods consistently receive high marks from state and federal monitors.

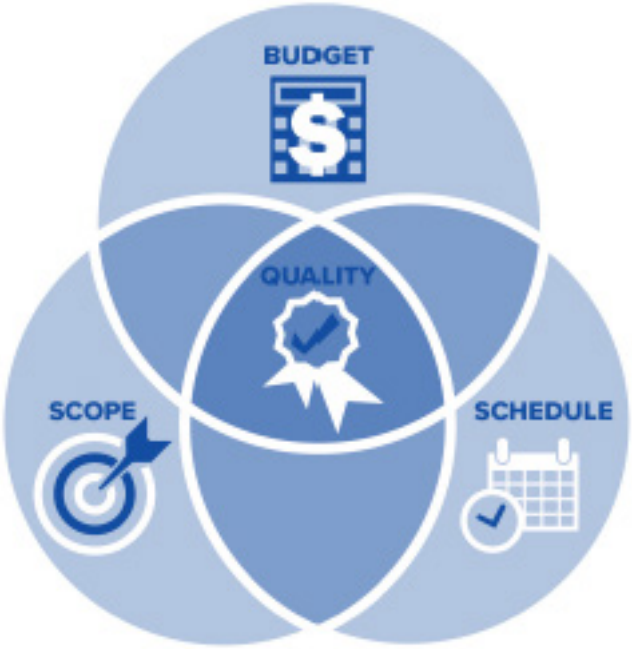


Figure 4: *Project Management Constraints. The quality of a project is constrained by the project's budget, schedule, and scope. Our Project Managers know how to adjust the schedule and scope when faced with budget constraints to keep quality high.*

As shown in **Figure 4**, projects often run into three interrelated constraints:

- Budget
- Scope
- Schedule

GrantWorks' project managers proactively address areas where a project could face challenges and propose solutions to clients and the project team. By setting realistic project goals and sharpening each project's scope, our project managers can prevent or successfully manage significant con-straints later during implementation. Our project managers do this by:

Using a Proven Project Management System: We understand that the best way to fix a problem is to identify it quickly. A hallmark of the GrantWorks project management system is regular and sys-tematic checkpoint scheduling to recognize and address potential budgetary challenges early and expeditiously.

Revisit the Project Planning Phase: When faced with unforeseen budget obstacles, GrantWorks will review the project plan to look for cost-saving opportunities—such as identifying project activities that we could reassign to GrantWorks staff rather than subcontractors or vendors. We also communicate budget constraints to our subcontractors and vendors to determine any flexibility on cost. Because of our positive partnerships and long-standing relationships with the vendor community, we are often able to negotiate solutions that keep the project on budget.

Reevaluate the Workflow: When cost issues arise, we train grant managers to revisit the project sched-ule with an eye for opportunities to optimize the workflow and enhance efficiency. Streamlining efforts are monitored through our system of checks and balances for potential negative impacts on project outcomes. Communication lines remain open to keep the entire project team abreast of changes.

Analyze Root Causes: GrantWorks clients benefit from the breadth of our grant administration and proj-ect management expertise. When our grant managers identify a problem contributing to budgetary con-straints, they can consult with colleagues and rely on the experience of in-house subject matter experts to help determine the root causes that led to the problem and implement corrective actions.

Be Creative: The ability to think outside the box is a strong suit for our project management team. The depth of our problem-solving experience has taught us to look beyond the most obvious answers and search for creative solutions to overcome budgetary constraints. If all viable options are exhausted, we will work with the project team so they fully understand the situation and determine a mutually beneficial solution.

2.7 Approach to FEMA BRIC

As the City's FEMA BRIC provider of choice, our first task will be to determine the status of the City's projects and obtain information on the steps the City has taken for any pre-existing disasters or discuss planning and preparedness for future disasters and non-disaster mitigation priorities. We strive to remain a cooperative, informed, and active member of your project implementation team and are always ready to support the City.

Proposed Methodology for Knowledgeable and Efficient Program Delivery

Our team members have hands-on experience performing the day-to-day tasks required to successfully implement FEMA PA, HMA, and other disaster programs. We propose to use our local/regional staff as the primary day-to-day points of contact and to provide continuous, reliable logistical and technical as-sistance from our capable project support teams. By allocating Texas-based resources to the project, the City will have access to team members familiar with the unique pressures it faces in its recovery efforts and subject matter experts for the various programs available to the City. Our core tasks include:

- Maintain regular contact with TDEM and FEMA, as well as City stakeholders.
- Assist in processing all costs, including labor, equipment, materials, and contract documents from the City and any external contractor partners.
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies.

- Assist you in working with the state and federal agencies to resolve any problems with your grant application or funded project.

When work ends, GrantWorks will advise the City on when and how to request grant closeout from state and federal agencies. We will assist in reconciling financial data in all applicable systems, prepare the City for state and federal audits, and be available to participate in future audits as necessary.

The GrantWorks Team will work with the City of Tomball through every step of the disaster recovery grant process. Our cost-effective strategy is comprised of pre-award and post-award workflows to ensure efficient management and regulatory compliance. We keep updated on all available FEMA PA and HMA guidance and requirements. Years of disaster recovery and hazard mitigation program experience and an organized project approach allow us to produce cost-efficient results. We tailor the process to your needs while adhering to the program-specific guidelines.

Coordinating and Managing Work Activities

With any new task assignment, our team will work with the City to define the scope of work and execute the management plan to meet task requirements quickly and efficiently. Coordination and communication are critical, and we intend to develop a strong bond with City staff that will allow us to work in an integrated fashion and anticipate your needs. Key project personnel will be committed to being readily accessible and available on short notice to respond to the needs of the City. We successfully coordinate and manage work activities by following these key steps:

STEP 1: CONDUCTING TASK SCOPING MEETINGS

Before developing a task order, our Project Manager and/or Grant Administrator will meet with the City and designated staff to review the proposed scope, develop a complete understanding of the project dynamics, including the known and unknown factors that may influence the project's success, and identify the technical specialties required to complete the project. We will also thoroughly discuss and clearly define schedule and budget constraints. Armed with this information, we will quickly develop a comprehensive task order scope and fee schedule to meet the needs and satisfaction of the City so that notices to proceed can be quickly issued.

STEP 2: HOLDING TASK KICKOFF MEETINGS

Project task meetings will allow the City and GrantWorks Grant Administrators to define the project and set clear expectations for all project team members. The project kickoff is an opportunity to share information and initiate the team's integrated approach to the project within parameters defined by the scope, schedule, and budget. We will identify areas of study that need coordination and develop a coordination plan. Appropriate City representatives should be present at this meeting so all issues are adequately vetted before commencing the project. Meeting minutes documenting decisions and pending action items will be given to attendees and circulated before meetings. At subsequent team meetings, team members with assigned action items will be held accountable for reporting on their progress.

STEP 3: EFFECTIVE MANAGEMENT OF THE WORK ACTIVITIES

We will work with the City to manage tasks and meet all deadlines. Individual management plans for each task will include scope, budget, schedule, communication protocol, and technical assignments. Ensuring expertise within the team is accurately matched and delivered to the project is paramount. Our Grant Administrator will perform this critical function to match the right resources for each task. The Project Manager and/or Grant Administrator assign work and develop performance measures to adhere to scope, budget, and schedule. They are responsible for producing project deliverables following the City's requirements and following quality control procedures.

Meeting Goals and Objectives

We base our ability to perform the services defined in the RFP and deliver a high-quality project on four foundational principles:

- Communicating clearly with the City contract administrative staff to thoroughly understand all task order objectives.
- Identifying and assigning the right people with the appropriate qualifications to each task.
- Requiring effective and responsive communication among the team.
- Implementing strict project controls that keep projects on schedule and within budget.

2.7.1 FEMA BRIC Work Plan

GrantWorks' FEMA BRIC Detailed Work Plan details how we perform Hazard Mitigation project work. Our plan lists categorical tasks, proposed personnel assignments, a description of major deliverables, and a proposed timeline on the following pages.

FEMA BRIC PHASE 1: PRE-AWARD – APPLICATION DEVELOPMENT SCHEDULE: CONTRACT AWARD TO DAY 1 OF POST-DISASTER
OVERVIEW:
GrantWorks will provide guidance and technical support to align projects with FEMA BRIC program priorities to tell a meaningful and competitive project story.
TASKS:
Application Development Support:
▶ Coordinate with City staff and local stakeholders to determine overall mitigation objectives for each project element.
▶ Assist in the determination of project feasibility and effectiveness.
▶ Develop a detailed scope of work, budget, and schedule.
▶ Produce maps/tables/graphics to illustrate the project through data and numbers.
▶ Complete preliminary Environmental and Historic Preservation (EHP) reviews to monitor compliance with the National Environmental Policy Act (NEPA).
▶ Provide guidance linking social and environmental benefits, nature-based solutions, addressing future conditions, enhancing environmental value, etc.
▶ Schedule, coordinate, and facilitate citizen participation workshops/public meetings to solicit input regarding community needs and recovery priorities, including assistance with notices, agendas, presentation materials, and documentation.
▶ Submit applications for consideration by TDEM and FEMA via the FEMAGO portal.
Benefit-Cost Analysis:
▶ Coordinate with engineers and/or local staff to calculate Benefit-Cost Analysis (BCA) using FEMA's BCA Toolkit.
FEMA/TDEM Requests for Information:
▶ Provide timely and thorough responses to FEMA/TDEM and prioritize agency questions and requests to accelerate the programmatic review and sub-application selection processes.
DELIVERABLES:
▶ Project scope of work, budget, and schedule
▶ Benefit-Cost Analysis
▶ Preliminary Environmental and Historic Preservation Reviews
▶ Public meeting(s), including notices, agendas, and presentation materials.
▶ RFI responses to FEMA/TDEM.
▶ Complete the application for City review.
▶ Complete application for submittal to FEMA/TDEM
▶ Submittal confirmation for FEMA/TDEM
BENEFITS TO THE CITY OF TOMBALL:
The City has compliant applications for FEMA/TDEM projects that meet all requirements.

FEMA BRIC PHASE 2: POST-AWARD – PROJECT LAUNCH SCHEDULE: 1 – 30 DAYS
OVERVIEW:
During this phase, we will establish an effective grant management program to enable continuous project oversight and optimize delivery speed, quality, and value. We develop tailored processes, templates, and communication protocols that lay a foundation for successful project implementation.
TASKS:
Kick Off Meeting:
▶ Prepare agenda and schedule/facilitate meetings to identify community priorities, anticipated deliverables, schedules, communication protocols, and next steps
Program Set-Up:
▶ Develop tailored processes, templates, and communication protocols to lay a foundation for successful grant administration.
▶ Assess internal procedures and processes related to financial management, recordkeeping/document management, and procurement for capacity and compliance with FEMA/TDEM rules and help establish and maintain financial processes that comply with state and federal regulations.
▶ Advise City staff on compliance with federal and state regulations, rules, and policies related to disaster recovery and program administration applicable Code of Federal Regulations (i.e., 2 CFR §200, TDEM and FEMA guidance, and any other relevant regulations or notices).
▶ Develop and deliver customized program plans and procedures, including a Communication Plan, an initial reporting matrix with sample templates, and a Grant Management/Implementation Plan to establish a comprehensive, transparent operations road map.
▶ Develop/modify document management and retention protocols to lay the foundation for creating an audit-ready project file.
▶ Provide policy guidance and operational templates (as needed) for key compliance considerations such as procurement, financial management, labor standards, environmental clearance, and URA/acquisition procedures.
▶ Review existing procurement policies and any project-related procurements performed to date (engineering, etc.), and offer advice where findings may indicate a conflict with federal or state standards for eligibility, allowability, allocability, and cost reasonableness.
▶ Develop compliance and monitoring policies and procedures to provide audit-ready files using a risk-based, collaborative strategy consistent with state/federal requirements.
▶ Establish client and grant administrator access to FEMAGO.
DELIVERABLES:
▶ Project Kickoff Meeting and Agenda.
▶ Administrative Project File Checklist.
▶ Project Management/Implementation Plan, including Communication Plan and Document Management Plan.
▶ Policy and Operational Guidance/Templates.
▶ Reporting Matrix.
▶ Database/Electronic Grant Management System.
▶ Project Startup Documents.
BENEFITS TO THE CITY OF TOMBALL:
GrantWorks' experience in FEMA BRIC and grant space enables the City to be well-equipped to recover. GrantWorks' ingenuity will provide the City with ongoing support, network development, and technological reporting to ensure an equitable and targeted recovery.

FEMA BRIC PHASE 3: POST-AWARD – PROJECT IMPLEMENTATION AND MONITORING
SCHEDULE: 1 – 60 DAYS

OVERVIEW:

GrantWorks' FEMA services grant specialists are experts in project implementation, compliance monitoring, engineer/ contractor coordination, audit support, and other federal grant management requirements. GrantWorks guides and assists with financial management, recordkeeping, reporting, environmental clearance, acquisition, contract closeout, and other aspects of program implementation. We use detailed document tracking systems to ensure that projects stay on track and comply with state and federal regulations.

TASKS:

Grant Administration Services:

- **Technical Guidance and Compliance Monitoring:** GrantWorks establishes grant-compliant document management, procurement, reporting, labor standards, auditing, and closeout procedures. Deliver technical assistance to support the compliant implementation of mitigation activities. Provide technical monitoring, including attending site visits and meetings.
- **Communication:** Maintain regular contact with the project engineer, the local contact person, construction contractors, and other parties. Schedule and coordinate meetings with all project interests, as necessary. Provide the City's elected officials, staff, and the public with regular updates.
- **Recordkeeping and Administration:** Prepare start-up grant documents, forms, notices, and agenda items for review or action. Review contracts for federal and state grant compliance. Prepare forms, notices, agendas, etc. Assist in responding to Requests for Information and other correspondence issued by FEMA/TDEM. Submit contract amendments and change orders when needed. Maintain contracts, files, correspondence, etc., in a digital document management system.
- **Procurement:** Coordinate with the City Purchasing Department to arrange and document the engineer, architect, and contractor selection process. Assist with implementing 2 CFR 200 compliant procurement protocols, bid package development, and contracting.
- **Reporting:** Prepare and upload quarterly progress reports (QPRs) and other updates as FEMA and TDEM require.
- **Schedule and Budget Adherence:** Track all deliverable deadlines and project milestones and oversee contractor progress for alignment with the project schedule. Validate expenditures for consistency with project goals and objectives.
- **Labor Standards:** Certify payroll, as necessary, and maintain documentation to support compliance.
- **Environmental and Historic Preservation Review (EHP):** Monitor compliance with the National Environmental Policy Act (NEPA) and provide ongoing support for any EHP requirements not satisfied during the sub-application process. Process review and clearance documentation following NEPA.
- **Financial Management:** Perform invoice processing and facilitate milestone payments for completed work. Review invoices for program eligibility and benchmark conformance and confirm that quantities match contracts. Track invoice submittal and payments and maintain audit-ready financial documentation of pay requests submitted to FEMA/TDEM.
- **Construction Oversight:** Provide project engineers with instructions and forms packet so they know what information the state agency requires. Review plans, bid documents, and change orders for compliance with regulations and conformance with the state contract. Evaluate construction progress activities against the established budget, scope, schedule, 2 CFR 200, and state and federal requirements.

DELIVERABLES:

▶ Start-up Grant Documents, Forms, Notices, and Agendas.	▶ Bid Packages/Procurements Documents
▶ Engineer/Contractor Package	▶ Requests for Reimbursement/Invoice Processing
▶ Monthly Project Status Reports	▶ Requests for Information Responses
▶ Quarterly Progress Reports (QPRs)	▶ Payroll Certifications (if applicable)
▶ Contract Amendment Requests (if applicable)	

BENEFITS TO THE CITY OF TOMBALL:

GrantWorks staff will use Lessons Learned and Best Management Practices—acquired through decades of experience managing federal and state-funded projects—and information gathered during the kickoff and subsequent meetings to develop tailored processes and templates. The team will lay a foundation for successful, timely projects by working closely with and communicating effectively with the City.

FEMA BRIC PHASE 4: POST-AWARD – PROJECT CLOSEOUT SCHEDULE: 60 DAYS – CLOSEOUT
OVERVIEW:
GrantWorks staff believe projects should 'begin with the end in mind.' This simple statement means we create policies and procedures that support a compliant operation and a continuous closeout process throughout the life cycle, making final closeout steps routine and predictable. We build an audit-ready program from the beginning, structured for closeout, including critical checkpoint checklists and transparent reporting.
TASKS:
Continuous Closeout Practices:
▶ Work with FEMA/TDEM to resolve potential issues during the grant application process or implementation of the funded project.
▶ Perform internal reconciliation of records.
▶ Resolve any FEMA/TDEM issues and concerns quickly and effectively.
▶ Attend any scheduled state or federal audit visits.
▶ Maintain project records.
Final Closeout Report:
▶ The Closeout report demonstrates that we fully implemented the approved scope of work, liquidated the obligated funds consistent with the scope of work, met all Environmental and Historic Preservation Review (EHP) compliance grant conditions, submitted required quarterly financial and performance reports, and closed out the project following federal award and sub-award provisions.
Archive Records:
▶ Archive hard copy and electronic files and maintain records.
DELIVERABLES:
▶ Final Requests for Reimbursement
▶ Final Acceptance of Work
▶ Program/Project Closeout Package
▶ Any Documentation Needed to Support the Audit Process
▶ Audit-Ready Project Files
BENEFITS TO THE CITY OF TOMBALL:
The City will benefit from GrantWorks' expertise in managing, monitoring, and controlling project processes and reports that comply with FEMA BRIC requirements. With the development of communications, templates, policies, and procedures, GrantWorks will provide the equipment to make the City's FEMA BRIC program efficient, monitored, and controlled. GrantWorks will track each project from initial development through engineering design to include the development of amendments in the event of scope changes, code and standard considerations, and change orders. At each step, we will develop consideration for FEMA policy, costs, and insurance reimbursement for inclusion into the project file to ensure documentation is readily available for amendments as necessary. The scope changes and amendments will be processed using the project files and submitted with tracking documentation included to FEMA and TDEM.

2.8 References from Current/Past Clients

We take pride in our performance, helping implement projects on time, within budget, and compliant with state and federal requirements. The best way to evaluate our work performance is to speak to our clients. We have provided references for projects from past/present clients in **Figure 5**.

Figure 5: *References*

BEE COUNTY
Mike Willow
Emergency Management Coordinator
Bee County
105 West Corpus Christi, Room 305
Beeville, Texas 78102
☎(361) 621-1567
✉mike.willow@co.bee.tx.us

WILLACY COUNTY
Aurelio Guerra
County Judge
Willacy County
576 W. Main Street, Room 152
Raymondville, Texas 78580
☎(956) 689-3393
✉aurelio.guerra@co.willacy.tx.us

CASS COUNTY
Ann Rogers
Grant Administrator
Cass County
604 Texas Highway 8 N.
Linden, Texas 75563
☎(903) 756-5067
✉arogers@casscountytx.org

BRAZORIA COUNTY
Joe Ripple, CFM
Floodplain Administrator
Brazoria County
451 North Valasco, Suite 210
Angleton, TX 77515
☎(979) 864-1272
✉ joer@brazoriacountytx.gov

LEON COUNTY
Byron Ryder
County Judge
Leon County
130 E. St. Mary
Centerville, Texas 75833
☎(903) 536-2331
✉byron.ryder@co.leon.tx.us

TOWN OF REFUGIO
Wanda Dukes
Mayor, Town of Refugio
609 Commerce St.
Refugio, TX 78377
☎(361) 526-5361
✉ trcity@tisd.net

WHARTON COUNTY
Phillip Spenrath
County Judge
Wharton County
100 S. Fulton Street, Suite 100
Wharton, TX 77488-5001
☎(979) 532-4612
✉judge.spenrath@co.wharton.tx.us

CITY OF JOSEPHINE
Patti Brooks
City Secretary
City of Josephine
108 Hubbard Street
Josephine, TX 75173
☎(972) 843-8282
✉pbrooks@cityofjosephinetx.com

SECTION 3

CAPACITY TO PERFORM

SECTION 3 – CAPACITY TO PERFORM

As one of the largest Texas-based firms principally dedicated to grant management for local governments, GrantWorks has the staff and capacity to mobilize quickly to complete multiple simultaneous large- and small-scale projects and scopes of work.

Figure 6: *Why City of Tomball Should Select GrantWorks*

KEY STRENGTHS AND BENEFITS: Why Should the City of Tomball Select GrantWorks?	
Over 25 years of experience providing planning and management services.	✓
Experience with water, sewer, streets, housing reconstruction, and planning	✓
Experience with planning, housing, and infrastructure grant programs, including those for sewer, street, and water system improvements.	✓
Former FEMA and TDEM employees with first-hand experience managing BRIC, HMGP HMA, FMA, and other mitigation grant funds	✓
Knowledge of FEMA PA and HMA grant programs and familiarity with FEMA and TDEM tracking and reporting systems.	✓
Work regularly with local codes and ordinances (subdivision, mobile home, floodplain, building code)	✓
A Texas-based team that understands state and federal statutes and regulations (Stafford Act, 2 CFR 200, Local Government Code)	✓

Our capacity extends to the number and the quality of staff we bring to the table. Our team has administered FEMA and other community development programs for over 46 years. The many state and federal programs we have worked with include FEMA BRIC, FEMA Public Assistance (PA), FEMA Individual Assistance (IA), and FEMA Hazard Mitigation (HMGP). The breadth of our experience gives us a solid working knowledge of program-specific requirements and cross-cutting federal regulations, including 2 CFR 200, the Stafford Act, and Supplemental Appropriations Bills.

GrantWorks' local presence means that we can act quickly and complete all activities promptly and efficiently. Our Texas roots enable us to support local governments and relevant state agencies and effectively and efficiently implement programs within the federal and Texas statutory framework. Our team's experience with nearby communities gives us familiarity with the people and procedures we will follow. Our knowledgeable staff works closely with all stakeholders to satisfactorily complete each project as required.

GrantWorks believes in hiring and retaining skilled and experienced employees. Many of our employees hold a master's degree in city planning, engineering, construction management, public administration, or related fields relevant to implementing federal grant projects. More than a dozen joined us after successful state and local government careers or related work. We encourage mobility among our staff and routinely promote from within when training and experience warrant. GrantWorks' broad-based quality and capacity to enhance our performance and spread effective decision-making across our organization.

3.1 An Experienced Team

We have provided an organization chart for the GrantWorks Team in **Figure 7**. Maria Bedia will identify the specific staffing needs and assign a Hazard Mitigation Project Manager to work with the City of Tomball to prepare and submit a BRIC application and work with the City and any participating jurisdictions upon a GLO contract award.

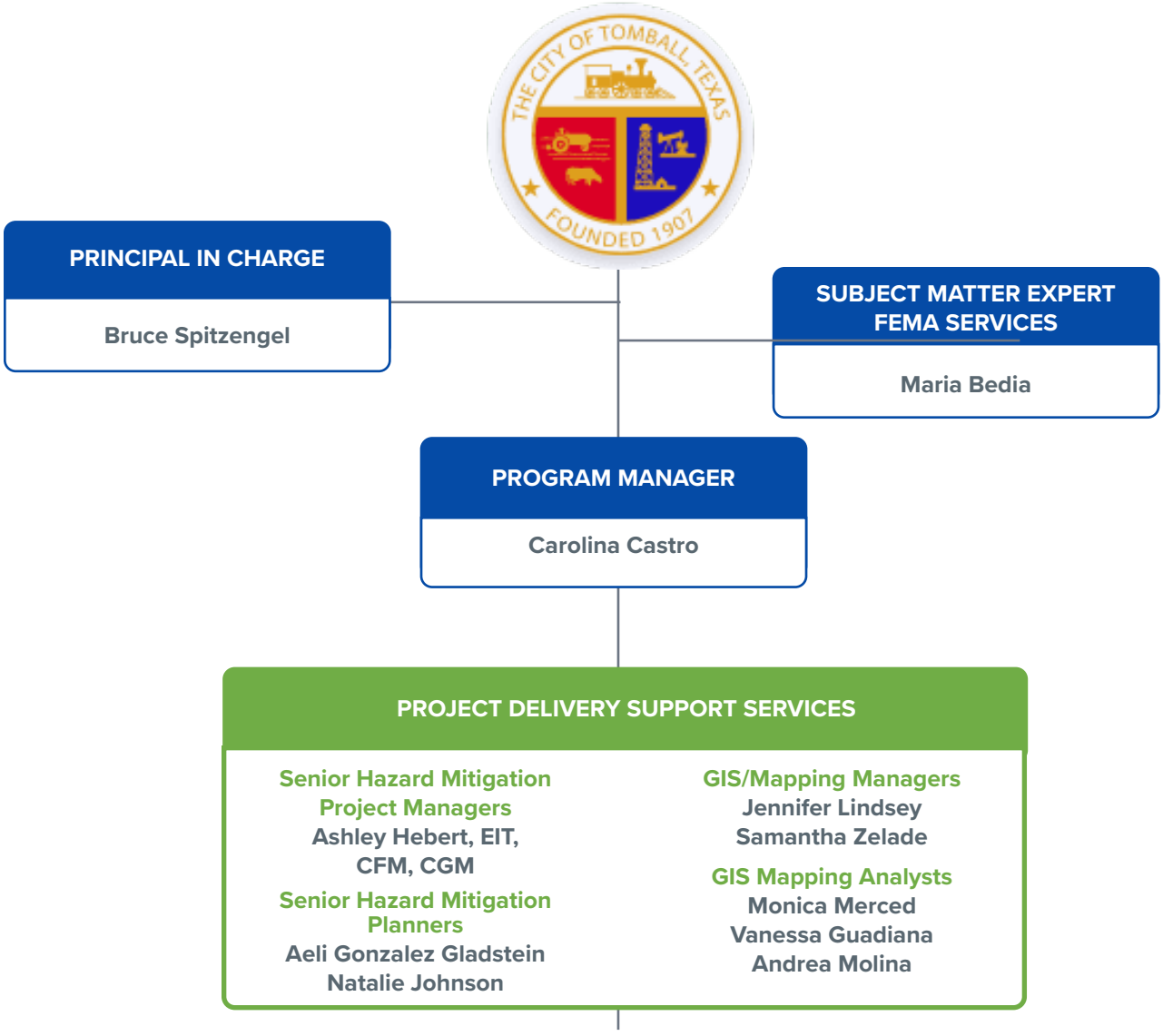


Figure 7: *The GrantWorks Team Organization Chart.*

As determined by the project's needs, we will designate fully trained support staff to assist the assigned Hazard Mitigation Planner with expert/specialty services such as GIS/mapping support.

3.1.1 Project Management and Planning Services

Maria Bedia - Subject Matter Expert

Maria Bedia is an experienced leader in FEMA Hazard Mitigation Assistance (HMA) programs, with expertise in the development, administration, and management of federally funded mitigation initiatives, including HMGP, BRIC, and FMA. She has a strong record of coordinating complex projects across multiple stages of implementation, from application development through project closeout. Maria has successfully prepared and submitted HMGP applications that resulted in awarded funding and has led efforts related to project implementation, management, reporting, and closeout. She is proficient in both FEMA's Grants Portal and TDEM's Grants Management System (GMS), allowing her to effectively navigate federal and state systems throughout the grant lifecycle. Maria provides strategic guidance to state and local clients on mitigation planning and funding opportunities, while also serving as a key liaison with FEMA and other stakeholders.

Carolina Castro, Program Manager

Carolina "Carly" Castro is the Director of the GrantWorks Hazard Mitigation team. Carly has extensive experience working with communities to manage their approved mitigation projects. She joined GrantWorks as a Hazard Mitigation Project Manager in 2019, was promoted to Senior Hazard Mitigation Project Manager in May 2022, and was named Director of Hazard Mitigation in April 2023. As a Project Manager, she facilitates conversations between stakeholders, technical professionals, and state and federal agents. She works with community representatives to identify their needs and suitable paths through available hazard mitigation assistance programs. Carolina earned her BS in Bioenvironmental Science from Texas A&M University in College Station.

Ashley Hebert, EI, CFM, CGM - Senior Hazard Mitigation Project Manager

Ashley Hebert has extensive FEMA PA and HMA training and experience. He worked as a FEMA Cadre of On-Call Response/Recovery (CORE) employee for 16 years in positions ranging from Project Officer to Lead Hazard Mitigation Grant Program Specialist. During his tenure with FEMA, Ashley served the State of Louisiana as a point of contact for project technical assistance. In 2013, he transferred into a contractor position and served the State of New York as a Lead in preparing BCAs for projects. Ashley has worked on five major disasters, including hurricanes Katrina, Rita, and Sandy. Ashley has a BS in Mechanical Engineering from the University of Louisiana at Lafayette.

Aeli Gonzalez Gladstein, Senior Hazard Mitigation Planner

Aeli Gonzalez Gladstein is a Senior Hazard Mitigation Planner with expertise in resiliency planning. He joined the Community Development Team as a Project Manager in April 2021 and transferred to the Hazard Mitigation Team in May 2022. He has managed projects totaling over $55 million, funded through various agencies. Aeli focuses on building relationships with his clients and works to achieve total satisfaction on every project. He uses his experience to manage technical and financial aspects of projects, including tracking and balancing budgets and invoices, reviewing engineering designs, assisting efficiently and effectively in developing bid packages, and assuring compliance with state and federal regulations. He has an MS in City and Regional Planning and an MS in Sustainable Environmental Systems from the Pratt Institute. He also has a BA in Arts and Humanities from the University of Maryland.

Natalie Johnson, Senior Hazard Mitigation Planner

Natalie Johnson joined GrantWorks in 2022 with five years of Hazard Mitigation Planning experience at the Texas Division of Emergency Management (TDEM), where she served as a liaison between local jurisdictions and FEMA, provided expertise in hazard mitigation planning, and facilitated the approval of Local Hazard Mitigation Plans by FEMA. Natalie earned an MS in Geological Resource and Environmental Studies and a BS in Resource and Environmental Studies from Texas State University.

3.1.3 GIS/Mapping

Jennifer Lindsey, GIS Co-Manager

Jennifer Lindsay manages the GIS team in partnership with Samantha Zelade. She came to GrantWorks as a GIS Intern responsible for editing parcel data, creating annotations, collecting aerial imagery, and creating template maps for active comprehensive plans. She was promoted to a full-time GIS position in May 2017 and has since collected, purchased, organized, and created geodatabases for GIS data of all new comprehensive plans. She assists the GIS Analysts with Hazard Mitigation Plan maps.

Samantha Zelade, GIS Co-Manager

Samantha Zelade manages the GIS team in partnership with Jennifer Lindsey. Her responsibilities include creating databases and mapping products for comprehensive plans. She previously worked for the City of Austin Watershed Protection Department and the Texas General Land Office. Samantha earned a BA in Anthropology and Latin American Studies from the University of Texas at Austin and holds a Level I Certification in GIS from Austin Community College.

Monica Merced, GIS Coordinator

Monica Merced has eight years of GIS/Mapping experience. Her areas of expertise include map production, data conversion, creating and editing metadata, data entry and maintenance, and GIS analysis. In addition to managing spatial data, Monica collects population, housing, land use, and drainage data from Texas's rural communities for comprehensive plans. She is skilled in ArcGIS, ArcFM, and ArcPro. Before GrantWorks, she worked as a GIS Technician with One Gas, digitizing gas system facilities and

performing data entry in Maximo. She holds a BS in Psychology from Texas State University and a GIS Level I Certificate from Austin Community College.

Vanessa Guadiana, GIS/Mapping Analyst

With one year of GIS experience, Vanessa Guadiana is a GIS Analyst and an independent-thinking problem solver with a proactive approach to solution-based ideas. With experience in government and transportation, she has honed communication skills to cater to multiple audiences, including executives and the public. Her most recent accomplishment includes developing a comprehensive plan for the City of Jonestown and a complete GIS hub providing citizens with relevant GIS data.

Andrea Molina, GIS/Mapping Analyst

As a GIS/Mapping Analyst with GrantWorks, Andrea Molina manages geospatial data and maps for multiple and diverse client accounts. In addition to geodatabase management, Andrea collects Census, FEMA, TxDOT, and TNRIS data, adheres to cartographic design principles, and implements effective communication and time management skills. Andrea provides mapping services to all GrantWorks Departments, including Planning, Community Development, Hazard Mitigation, Buyout, Texas HOME, and Client Services.

3.3 Adequacy of Resources and Ability to Carry Out the Scope of Work in a Timely Manner

GrantWorks understands, has the resources, and can carry out the scope of work requested in a timely manner. We are committed to helping cities, counties, and water supply corporations like the City apply for and manage grants. Over the years, we built a reputation as a trusted partner with a long history of working with Texas communities. Our deep and mutually respectful relationship with our clients is the key to our success. We understand each client's internal capacity and the impact each project will have on their community. We work closely with key stakeholders and understand how each task impacts the project team's ability to complete it on schedule.

Our leadership team is actively engaged in every project that GrantWorks undertakes. They meet with project managers for biweekly portfolio reviews during which they evaluate project progress and assess potential project risks. They make staffing adjustments, as needed, to address any challenges and maintain sufficient and appropriate resources are available across the project manager's portfolio (**Figure 8**).

Through ongoing management and team support, we help our project managers provide the highest service quality by balancing their workloads. We also consider each project manager's tenure and capacity.

Figure 8: *GrantWorks Actively Manages Workload During Project Execution by Following a Simple Five-Step Workload Management Process. We continuously review and revise the present and projected workload as projects move forward and change.*

The project management team also holds weekly staff meetings to confirm that all employees are current on the latest state and federal regulations. These team meetings also provide a forum for discussing and evaluating project management-related challenges and solutions. We have the resources to commit to the project.

3.4 Adequacy of Resources to Commit to the Project

GrantWorks understands, has the resources, and can carry out the scope of work requested in a timely manner. We are committed to helping cities and counties like the City of Tomball apply for and manage grants for over 46 years. Over the years, we built a reputation as a trusted partner with a long history of working with many Texas communities. Our deep and mutually respectful relationship with our clients is the key to our success. We understand each client's internal capacity and the impact each project will have on their community. We work closely with key stakeholders and understand how each task impacts the project team's ability to complete it on schedule.

GrantWorks employs 250+ staff members who work out of our Austin and Paris offices and 79 field locations strategically situated throughout Texas (**Figure 9**). Field locations include Abilene, Alice, Alpine, Amarillo, Aubrey, Barker, Bastrop, Bedford, Beeville/Sinton, Belton, Bryan, Buffalo, Buda, Clute, College Station, Conroe, Corpus Christi, Cypress, Dallas, Denton, Dripping Springs, Edinburg, Elgin, El Paso, Floresville, Fort Worth, Frisco, Georgetown, Gilmer, Halletsville, Harlingen, Hebbronville, Houston, Humble, Hutto, Jarrell, Katy, Kirbyville, Kyle, Lago Vista, League City, Leander, Longview, Lubbock, Lufkin, Marble Falls, McAllen, McGregor, McKinney, New Braunfels, Newton, New Ulm, Odessa, Pearland, Pearsall, Palacios, Pflugerville, Richmond, Rockport, Rosenberg, Round Rock, San Angelo, San Antonio, San Marcos, Seabrook, Seadrift, Spring, Temple, Victoria, Waco, Whitehouse, Wichita Falls, and Wimberley.

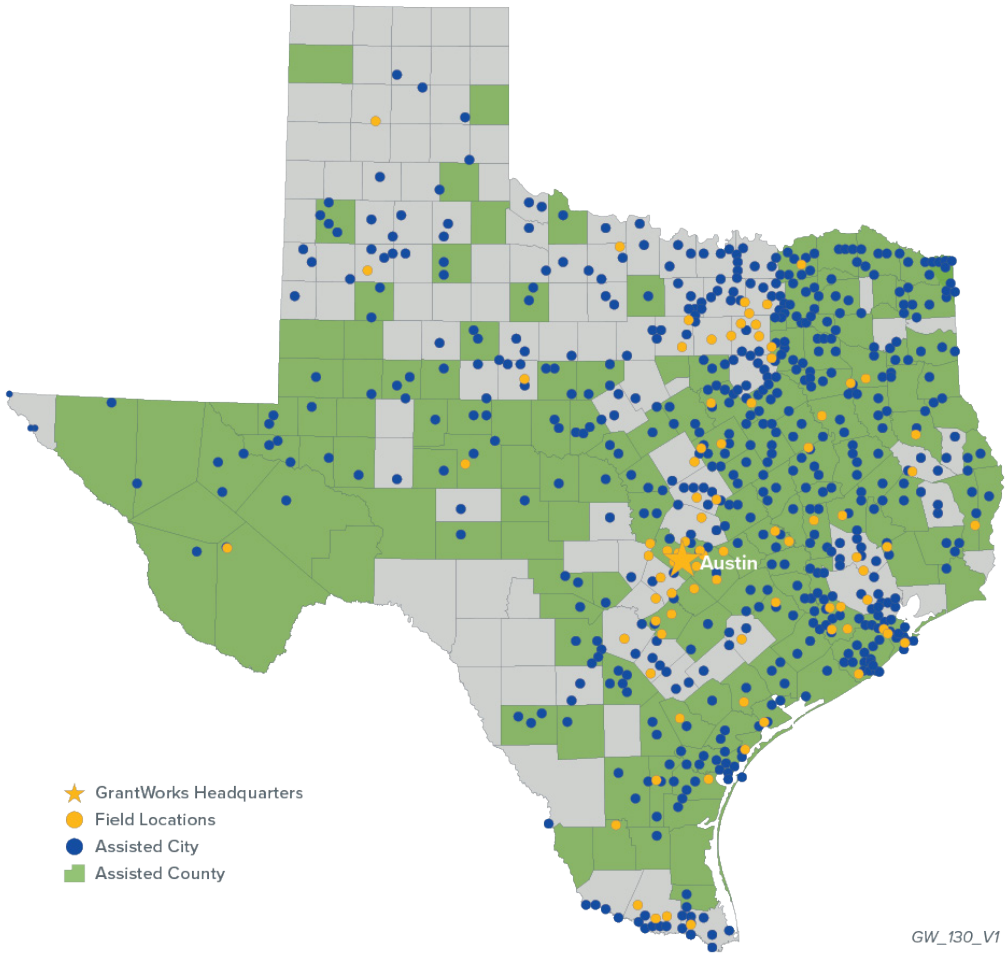


Figure 9: *GrantWorks Offices Across Texas*

SECTION 4

PROPOSED FEE

SECTION 4 – PROPOSED FEE

4.1 Cost of Services

4.1.1 Mitigation Projects - Construction

GrantWorks will adjust fees if project costs vary from the original estimate based on the fee schedule shown in **Figure 10**.

Figure 10: *GrantWorks Fee Schedule*

PROJECT ACTIVITY	PROPOSED PRE-AWARD COST ($)*	PROPOSED POST-AWARD COST
Generators	$3,500+$500 BCA per generator	5% of grant and match amounts
Warning Sirens	$4,000	5% of grant and match amounts
Mitigation Construction & Drainage		
Under $500,000	$3,080 + $3,500 BCA**	5% of grant and match amounts
$500,000 - $2million	$6,160 + $3,500 BCA**	5% of grant and match amounts
Over $2 million	$12,320 + $3,500 BCA**	5% of grant and match amounts
Structure Aquisition/ Demolition/Evaluation and Reconstruction	$899 per structure	5% of grant and match amounts

****Note:** Proposed pre-award fees are set in combination with post-award services and are only applicable to contract awards, including pre- and post-award services. Pre-award services include completing the preliminary Environmental and Historic Preservation Review (EHP). An engineer will complete the EHP Reviews under post-award services, if applicable.*

*****Note**: BCA Fee will be charged if revisions are necessary to original submission*

GrantWorks will assist the City in requesting reimbursement of the pre-award services fee from the State if the project is funded, though reimbursement cannot be guaranteed. We will not charge post-award fees unless a grant award is made to the City.

BRIC reimburse management costs at 100% per the Disaster Recovery Act of 2018 (up to 5% of the total grant). Any costs over 5% will be out of pocket unless TDEM/FEMA authorizes the overage to be counted as part of your match.

4.1.2 Mitigation Projects - Property Acquisition/Structure Demolition, Elevation, and Reconstruction

Should the City decide to pursue funding for property acquisition, structure demolition, elevation, and/or reconstruction, GrantWorks is happy to negotiate the cost and scope of services before the final selection based on the number of households served.

STRUCTURE ELEVATION

- **Pre-Award Services**: $899* per structure
- **Post Award Management Services:** 5% of the total project cost. The 5% management fee will include the cost of pre-award services to develop grant applications and is covered at 100% for HMGP. Additionally, there is a per-parcel fee of 3% for additional items outside project management, such as property verification, supplemental property management, property financial examinations, milestone inspections,

assist corrective action implementation, monitoring and reporting, windstorm verification, insurance liaising, etc. This is part of the project cost and is covered at 75%.

PROPERTY ACQUISITION AND STRUCTURE DEMOLITION

- **Pre-Award Services**: $899* per structure
- **Post Award Management Services**: 5% of the total project cost. The 5% management fee will include the cost of pre-award services to develop grant applications and is covered at 100% for HMGP. Additionally, there is a per-parcel fee of 3% for additional items outside project management, such as property verification, supplemental property management, property financial examinations, milestone inspections, assist corrective action implementation, monitoring and reporting, windstorm verification, insurance liaising, etc. This is part of the project cost and is covered at 75%.

Note: *Fees shown do not include costs for services that must be furnished by a third-party professional, including but not limited to an accountant, appraiser, archaeologist, architect, attorney, auditor, biologist, or other natural scientist, engineer, historic preservationist, or surveyor.*

GrantWorks will bill pre-award services fees in two phases – 25% will be due upon commencement of the application process, and the remaining 75% will be due upon grant application submission to the state. GrantWorks will assist the City in requesting reimbursement of the pre-award services fee from the state if the project is funded, though reimbursement cannot be guaranteed. GrantWorks will not charge post-award fees unless a grant award is made to the City.

We may bill extraordinary and unexpected services as additional services at a rate of $95.00 per hour as approved by the client. These services include but are not limited to amendment processing, environmental review, force account documentation, and extensive real property acquisition (initiating URA requirements, coordinating appraisals and surveys, filing documents, etc.). GrantWorks pays for civil rights/fair housing advertising, final public hearing, and initial environmental review.

The federally approved proposal format the City of Tomball used allows us to clearly provide our value and expertise in grant management services with multiple agencies and programs. The criteria provided in your RFP with scoring considerations include the following:

- Experience of the Firm (35 points)
- Work Performance/Program Implementation (30 points)
- Capacity to Perform (30 points)
- Proposed Fee (5 points)
- **Total: 100 points**

As with all proposals, the cost is one factor to be considered. Our fee contains the level of staffing needed to deliver the services required in the contract. The final cost of our agreement can be subject to negotiation based on request.

4.2 Affirmative Action

GrantWorks performs all services on behalf of local governments without regard to race, national origin, religion, color, sex, age, familial status, or disability.

4.3 Equal Employment Opportunity

GrantWorks does not discriminate in employment opportunities and complies with all federal, state, and local laws.

ATTACHMENT 1

REQUIRED FORMS

ATTACHMENT 2 – REQUIRED FORMS

- Certificate of Insurance
- Statement of Conflicts of Interest
- System for Award Management (SAM) Search Results
- Certificate of Conflict of Interest (Form CIQ)
- Certification Regarding Lobbying
- Certificate of Interested Parties (Form 1295)
- Required Contract Provision

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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.**

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 Bruce Hostetter

Signature of vendor doing business with the governmental entity

May 14, 2026

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

SAM.GOV

Entity Information Search Results 1 Total Results

Filter by:

Keyword (EXACT)	Status
"UZ9NMVF8SGD8"	Active,Inactive

GRANTWORKS, INC. ● Active Registration

Entity

Unique Entity ID: UZ9NMVF8SGD8

CAGE/NCAGE: 5JH22

Physical Address:
2201 NORTHLAND DR
AUSTIN , TX
78756 USA

Expiration Date:
Jul 16, 2026

Purpose of Registration:
All Awards

May 04, 2026 04:17:40 PM GMT

1

SAM.GOV

Entity Information Search Results 1 Total Results

Filter by:

Keyword (EXACT)	Status
"Bruce Spitzengel"	Active,Inactive

GRANTWORKS, INC. ● Active Registration

Entity

Unique Entity ID: UZ9NMVF8SGD8

CAGE/NCAGE: 5JH22

Physical Address:
2201 NORTHLAND DR
AUSTIN , TX
78756 USA

Expiration Date:
Jul 16, 2026

Purpose of Registration:
All Awards

May 04, 2026 04:16:45 PM GMT

1

SAM.GOV®

GRANTWORKS, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
UZ9NMVF8SGD8	**5JH22**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jul 16, 2026**	
Physical Address	Mailing Address	
2201 Northland DR **Austin, Texas 78756-1117** **United States**	**2201 Northland Drive** **Austin, Texas 78756-1117** **United States**	

Business Information

Doing Business as	Division Name	Division Number
GRANTWORKS INC	**Grantworks**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 37	**Texas / United States**	**http://www.grantworks.net**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jul 18, 2025	**Jul 16, 2025**	**Jun 16, 2009**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 16, 1979	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**5JH22**

Points of Contact

Electronic Business

Cecelia Johnson, Sr Vice President
2201 Northland Drive
Austin, Texas 78756
United States

Bruce Spitzengel, President
2201 Northland Drive
Austin, Texas 78756
United States

Government Business

Bruce Spitzengel, President
2201 Northland Drive
Austin, Texas 78756
United States

Cecelia Johnson, Sr Vice President
2201 Northland Drive
Austin, Texas 78756
United States

Past Performance

Cecelia Johnson, Sr Vice President
2201 Northland Drive
Austin, Texas 78756
United States

Bruce Spitzengel, President
2201 Northland Drive
Austin, Texas 78756
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541611**	**Administrative Management And General Management Consulting Services**

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
All of the United States	**(blank)**	**(blank)**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2025

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

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

PRODUCER	CONTACT NAME: Ben Gillihan	
Galloway Insurance Agency PO Box 8 1310 S Water Burnet TX 78611	PHONE (A/C, No, Ext): (512) 756-2988	FAX (A/C, No): (512) 756-7308
	E-MAIL ADDRESS: Ben@gallowayinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance	10677
	INSURER B : Cincinnati Casualty	28665
	INSURER C : Travelers Property and Casualty Co of America	03548
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED: Grant Works Inc.
2201 Northland Dr
Austin TX 78756-1117

COVERAGES | CERTIFICATE NUMBER: 25-26 Master Cert | REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	EPP 0716461	05/22/2025	05/22/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	EPP 0716461	05/22/2025	05/22/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	EPP 0716461	05/22/2025	05/22/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	EWC 0716460	05/22/2025	05/22/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	EXCESS LIABILITY			EX-4Y410176-25-NF	05/22/2025	05/22/2026	Each Occurance Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber: Insurer: The Hartford Insurance Company. (NAIC #37273) - Pol #65 MB 0559203-24 - Policy Period: 8/6/2025 to 8/6/2026 -Aggregate Limit:$3,000,000
Crime: Insurer: The Hartford Insurance Company. (NAIC #37273) - Pol #65KB0358789-25 - Policy Period: 01/01/2026 to 01/01/2027 -Aggregate Limit: $2,000,000
D&O/EPLI: Insurer: The Hartford Insurance Company Pol #: 65KB0282050-24 Pol. Period: 12/01/2025-12/01/2026-Aggregate Limite: $2,000,000

Certificate Holder is listed as additional insured with a waiver of subrogation on liablity policy, but only as required by written contract

CERTIFICATE HOLDER	CANCELLATION
For Bid Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

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

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

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

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

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

GrantWorks.
PEOPLE FIRST. PURPOSE-DRIVEN. HEART LED.

2201 NORTHLAND DRIVE
AUSTIN, TEXAS 78756
TELEPHONE: 512-420-0303
FAX: 512-420-0302
WWW.GRANTWORK.NET

EXHIBIT C

TASK ORDER

This Task Order #BRIC-01 is issued in accordance with to the Agreement dated June 15, 2026, between the City of Tomball, hereinafter referred to as the "CLIENT", and GrantWorks Inc., hereinafter referred to as the "CONSULTANT". This Task Order is governed and subject to the terms and conditions of the Agreement, which is fully incorporated herein by reference. All provisions required under 2 CFR 200 and Appendix II to Part 200 are applicable to this Task Order.

Effective Date:	June 15, 2026
End Date:	June 15, 2029, or until the end of the Period of Performance of the below-referenced grant award plus any extensions granted, unless either party gives written notice of intent to terminate the Task Order
Funding Source:	Federal Emergency Management Agency (FEMA), administered through the Texas Division of Emergency Management (TDEM)
Program Name:	Building Resilient Infrastructure and Communities (BRIC)
Project Name:	South Persimmon/Timkin Road Drainage Improvements
Project Description:	Reconstruct roads, install a new storm sewer system, provide curb and gutter improvements, install or improve sidewalks, install turn lanes, remove an existing lift station, install gravity sewer lines, improve existing water and sewer lines, and all associated appurtenances
Scope of Services:	Please see Exhibit B, Section 2.7 Approach to FEMA BRIC of the Agreement.

Cost Based on Level of Effort:

Milestones	Not-to-Exceed Amount
Pre-Award*	
Response(s) to Requests for Information (RFIs), requests for clarification, supplemental documentation requests, or other pre-award review activities	$12,320.00
Benefit Cost Analysis (BCA)	$3,500.00
Post-Award	
Client Kick Off Meeting	$98,418.00
Establish record keeping, reporting and financial management systems	$147,627.00
Complete construction procurement review	$196,836.00
Complete construction contract review	$147,627.00
Pre-construction conference	$98,418.00
50% construction complete	$98,418.00
Construction complete	$98,418.00
Closeout paperwork submitted	$98,418.00
Total for Task Order	**$1,000,000.00**

*Pre-award services are only billable if FEMA or TDEM require additional review activities, including RFIs, requests for clarification, supplemental documentation, or revisions to application materials.

The above costs are subject to change based on any budget modifications necessary for cost underruns or overruns during the Period of Performance. Such changes will be codified in a Task Order Amendment, numbered in sequential order, and agreed to by both parties.

City of Tomball	GrantWorks, Inc.
By:	By:
Lori Klein Quinn, Mayor	Bruce J. Spitzengel, President
Date	June 15, 2026 Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:

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

Background:
The proposed ordinance amends Chapter 32 of the Tomball Code of Ordinances to bring the City into compliance with new state laws governing mobile food vendors. The 89th Texas Legislature enacted Senate Bill 1008 in 2025, which significantly limits municipal authority to impose permits, fees, and operational regulations on food service establishments and mobile food units. As noted in the ordinance, SB 1008 also expanded civil enforcement remedies under Chapter 102A of the Texas Civil Practice and Remedies Code, allowing individuals and trade associations to seek injunctive relief and attorneys' fees against cities whose ordinances conflict with state food-service.

In addition, House Bill 2844, effective July 1, 2026, created Texas Health and Safety Code Chapter 437B, establishing a statewide licensing and inspection program for mobile food vendors administered by the Texas Department of State Health Services. Chapter 437B expressly preempts local regulation of mobile food vendors except in limited areas such as fire codes, zoning, and lawful location restrictions. The ordinance reflects this shift, noting that municipalities may not adopt or enforce requirements that conflict with Chapter 437B.

To comply with these state mandates, the ordinance repeals local definitions, exceptions, and regulatory provisions related to mobile food vendors, including the full repeal and replacement of Section 32-11. The revised section now requires only that mobile food vendors present a valid state-issued license upon request, aligning the City's process with the new statewide system. The ordinance also removes outdated approval and appeal procedures that previously applied to mobile food vendor permitting.

Finally, the ordinance includes standard savings and severability clauses to ensure continuity of other Chapter 32 provisions and to prevent enforcement of any repealed or preempted requirements. It establishes an effective date of July 1, 2026, coinciding with the implementation of HB 2844. Overall, the amendments reduce the City's exposure to civil liability while preserving its authority over zoning, fire safety, and waste disposal for mobile food vendors.

Origination: City Secretary's Office/Olson & Olson

Recommendation:

Approve second reading of Ordinance No. 2016-16.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

ORDINANCE NO. 2026-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 32 (PEDDLERS AND SOLICITORS) OF THE TOMBALL CODE OF ORDINANCES TO COMPLY WITH STATE PREEMPTION OF LOCAL MOBILE FOOD VENDOR REGULATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tomball, Texas (the "City") is a home-rule municipality duly organized and operating under the laws of the State of Texas, including Article XI, Section 5 of the Texas Constitution and as such, is vested with the power of local self-government; and

WHEREAS, the 89th Texas Legislature enacted Senate Bill 1008 ("SB 1008"), effective September 1, 2025, which limits a municipality's authority to impose permits, licenses, fees, and sound regulations upon food service establishments, mobile food units, and related businesses, and which expanded civil enforcement remedies under Texas Civil Practice and Remedies Code Chapter 102A, authorizing individuals and trade associations to seek injunctive relief and attorneys' fees against municipalities for ordinances in conflict with state law governing food service regulation; and

WHEREAS, the 89th Texas Legislature enacted House Bill 2844 ("HB 2844"), effective July 1, 2026, which created Texas Health and Safety Code Chapter 437B ("Chapter 437B"), establishing a comprehensive statewide licensing and inspection program for mobile food vendors administered by the Texas Department of State Health Services ("DSHS"), and which expressly preempts any local authority from prohibiting or regulating mobile food vendors in a manner that conflicts with Chapter 437B; and

WHEREAS, the Texas Health and Human Services Commission (HHSC), on behalf of DSHS, has proposed implementing rules at 25 Texas Administrative Code Chapter 226 ("25 TAC Chapter 226"), filed with the Texas Secretary of State on February 3, 2026, establishing statewide MFV licensing requirements, application procedures, inspection categories, and fee structures, and reaffirming that a local authority may not adopt rules or enforce requirements that conflict with Chapter 437B; and

WHEREAS, HB 2844 and Chapter 437B expressly preserve a local authority's power to enforce fire codes, zoning codes, and lawful location restrictions, and this Ordinance is intended to preserve those lawful regulatory powers while bringing the City's Code into compliance with state law; and

WHEREAS, the City Council finds that the public health, safety, and welfare are best served by amending Chapter 32 to comply with applicable state law, to reduce the City's exposure to civil liability, and to establish a streamlined registration system for mobile food vendors that preserves the City's authority over zoning, fire safety, and waste disposal;

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

SECTION 1. FINDINGS AND RECITALS INCORPORATED.

The findings and recitals set forth in the preamble of this Ordinance are hereby incorporated into the body of this Ordinance as if fully set forth herein and are adopted as findings of the City Council.

SECTION 2. AMENDMENT OF SECTION 32-1 — Definitions.

Section 32-1 (Definitions) of Chapter 32 of the Tomball Code of Ordinances is hereby amended by deleting the definitions of *Mobile* and *Mobile food vendor* in their entirety.

SECTION 3. AMENDMENT OF SECTION 32-2 — Exceptions to chapter.

Section 32-2 (Exceptions to chapter) of Chapter 32 of the Tomball Code of Ordinances is hereby amended by repealing subsection (6) in its entirety.

SECTION 4. AMENDMENT OF SECTION 32-11 — MOBILE FOOD VENDORS.

Section 32-11 (Mobile food vendors) of Chapter 32 of the Tomball Code of Ordinances is hereby repealed in its entirety and now reads as follows:

> "Section. 32-11. – Mobile food vendors.
>
> Upon request from the City, any mobile food vendor, as defined in Section 437B.001 of the Texas Health and Safety Code, within the city limits must present a valid state-issued mobile food vendor license indicating their legal ability to operate as a mobile food vendor."

SECTION 5. AMENDMENT OF SECTION 32-49 — APPROVAL, DENIAL, ISSUANCE, AND APPEAL.

Section 32-49 (Approval, Denial, Issuance, and Appeal) of Chapter 32 of the Tomball Code of Ordinances is hereby amended by repealing the current subsection (b) in its entirety and renumbering subsections (c) and (d) as (b) and (c), respectively.

SECTION 6. SAVINGS CLAUSE.

Except as amended or repealed by this Ordinance, all provisions of Chapter 32 of the Tomball Code of Ordinances shall remain in full force and effect. All rights, duties, and obligations arising under prior ordinances, permits, or registrations issued pursuant to Chapter 32 prior to the effective date of this Ordinance, and all pending enforcement proceedings thereunder, shall be governed by the ordinances in effect at the time such rights, duties, obligations, or proceedings arose, except that no enforcement action shall be taken under any provision repealed or made inapplicable to mobile food vendors by this Ordinance.

SECTION 7. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final judgment of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the

remaining portions of this Ordinance, it being the intent of the City Council that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall take effect July 1, 2026, the effective date of House Bill 2844, 89th Legislature, Regular Session, 2025.

PASSED AND APPROVED by the City Council of the City of Tomball, Texas, on this _____ day of _____, 2026.

_____

Lori Klein Quinn, Mayor
City of Tomball, Texas

ATTEST:

_____

City Secretary
City of Tomball, Texas

Date of first reading: _____

Date of second reading/adoption: _____

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:

Approve Resolution Number 2026-09, a Resolution of the City Council of the City of Tomball, Texas approving the Amended and Restated Reimbursement Agreement for the Seven Oaks Public Improvement District Number 14.

Background:

Resolution Number 2026-09 approves an Amended and Restated Reimbursement Agreement for Seven Oaks, Public Improvement District 14 (PID 14). This amended and restated reimbursement agreement releases the revenues received from assessments levied on property within the improvement area of the District collected pursuant to the adopted Service and Assessment Plan (SAP) for 2024, 2025, and pending collection for 2026. It is the intention of the City to reimburse the developer, CHTA Development, Inc., for the cost of certain public improvements as accepted by the City.

The total amount of the reimbursement agreement with the Developer, pursuant to the final adoption of the Service and Assessment Plan, has a not-to-exceed amount of $9,000,000.00 for PID eligible expenses.

The developer is requesting the amendment to the reimbursement agreement to release the assessments paid as of January 31, 2024, January 31, 2025, and January 31, 2026 by the Developer, less PID Administration Fees, for an amount not-to-exceed $779,424.74, or the collected amount by the Harris County Tax Office. The developer is requesting the annual assessment to be reimbursed directly to them due to the delay in selling homes and completed required amenities based on the requirement of the Development Agreement.

The Development Agreement requires that 50% of the townhomes are to be constructed with Certificate of Occupancy for each home and achieve a 3:1 assessment value to lien ratio. This is a deviation from our current process since assessments have been levied in anticipation of the bond sale that was not able to be completed.

The release of the three years of assessment will be included in the not-to-exceed reimbursement total of $9,000,000 and lower the amount that will be bonded and reimbursed to the developer, when the bond is issued. By approving this we are allowing the developer to access their reimbursement earlier since the bonds have not sold and there is no bond payment due.

The development of the PID complies with the requirements of the approved Development Agreement as approved by City Council on August 15, 2022, including the equivalent tax rate of $0.72 per $100 of assessed value.

Annual Assessment (paid by Developer)	
Date	**Amount**
January 31, 2024	$303,301.53
January 31, 2025	$294,866.68
January 31, 2026	$300,982.88
Less: PID Administration Fees	($119,626.35)
Total Reimbursement to Developer	**$779,424.74**

Origination: Project Management

Recommendation:

Staff recommends approving Resolution Number 2026-09 and authorizing the execution of the Amended and Restated Reimbursement Agreement for Seven Oaks, Public Improvement District Number 14.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

RESOLUTION NO. 2026-09

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS APPROVING AN AMENDED AND RESTATED REIMBURSEMENT AGREEMENT RELATING TO THE SEVEN OAKS PUBLIC IMPROVEMENT DISTRICT.

* * * * * * * * *

WHEREAS, on August 15, 2022 the City Council passed and approved a resolution creating the Seven Oaks Public Improvement District (the "District") covering approximately 19.34 acres of land described by metes and bounds in said Resolution (the "District Property"); and

WHEREAS, the purpose of the District is to finance public improvements (the "Authorized Improvements") as provided by Chapter 372, Texas Local Government Code, as amended (the "PID Act") that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain "Seven Oaks Development Agreement," executed by and between the Developer, and the City effective August 15, 2022 (the "Development Agreement"); and

WHEREAS, the District Property is being developed and special assessments have been levied against the Assessed Property (as to be defined in the SAP) within the District Property to pay the costs of certain authorized public improvements that confer a special benefit on the Assessed Property within the District Property; and

WHEREAS, HMH Tomball Townhomes, LLC a Texas limited (the "Developer") is the developer of the District Property; and

WHEREAS, from revenues received from the Assessments levied on property within each improvement area or phase of the District Property and pursuant to the SAP, the City intends to reimburse the Developer for a portion of the costs of certain public improvements (the "Authorized Improvements") within the District pursuant to and in the manner set forth in a Reimbursement Agreement by and between the Developer and the City (the "Reimbursement Agreement"); and

WHEREAS, the City and HMH Tomball Texas Townhomes, LLC, a Texas limited liability company ("HMH") previously entered into a Reimbursement Agreement dated October 17, 2022 (the "Original Reimbursement Agreement") and an Amended and Restated Reimbursement Agreement dated April 17, 2023 (together, the "Amended Reimbursement Agreement"); and

WHEREAS, the City and Developer wish to amend and restate the Amended Reimbursement Agreement to allow for the Developer to be reimbursed from Assessments paid by property owners within the District, (the Amended Reimbursement Agreement as amended and restated herein is referred to as the "Reimbursement Agreement");

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

SECTION 1. The capitalized terms defined in the recitals to this Resolution are hereby approved and adopted as a part of this Resolution. Capitalized terms not herein defined are defined in the Reimbursement Agreement or in the Service and Assessment Plan approved by the City on April 23rd, 2023).

SECTION 2. The City Council hereby approves the Reimbursement Agreement in substantially the form attached hereto as **Exhibit A**, with such changes as may be approved by the City Manager, and authorizes the Mayor to execute and the City Secretary to attest such Agreement.

SECTION 3. This resolution shall take effect immediately from and after its passage by the City Council of the City.

PASSED, APPROVED, AND RESOLVED this ___ day of _____2026.

Lori Klein Quinn
Mayor

ATTEST:

Thomas Harris, III
City Secretary

SECOND AMENDED AND RESTATED SEVEN OAKS PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT

This Second Amended and Restated Seven Oaks Public Improvement District Reimbursement Agreement (this "Reimbursement Agreement") is executed by and between the City of Tomball, Texas (the "City") and Clayton Properties Group, Inc., a Tennessee corporation dba Brohn Homes, (the "Developer") (individually referred to as a "Party" and collectively as the "Parties") to be effective as of _____, 2026 (the "Effective Date").

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Seven Oaks Public Improvement District Service and Assessment Plan*, dated as of the date of its approval, as the same may be amended, supplemented, and updated from time to time (the "SAP"); and

WHEREAS, on August 15, 2022 the City Council passed and approved a resolution creating the Seven Oaks Public Improvement District (the "District") covering approximately 19.34 acres of land described by metes and bounds in said Resolution (the "District Property"); and

WHEREAS, the purpose of the District is to finance public improvements (the "Authorized Improvements") as provided by Chapter 372, Texas Local Government Code, as amended (the "PID Act") that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property has been developed in accordance with that certain "Seven Oaks Development Agreement," executed by and between the Developer, and the City effective August 15, 2022 (the "Development Agreement"); and

WHEREAS, the City and HMH Tomball Texas Townhomes, LLC, a Texas limited liability company ("HMH") previously entered into a Reimbursement Agreement dated October 17, 2022 (the "Original Reimbursement Agreement") and an Amended and Restated Reimbursement Agreement dated April 17, 2023 (together, the "Amended Reimbursement Agreement"); and

WHEREAS, pursuant to an Assignment of Seven Oaks Public Improvement District Reimbursement Agreement, dated March 11, 2025, HMH assigned to Developer all of its rights and obligations under the Amended Reimbursement Agreement; and

WHEREAS, the Developer and the City and now wish to amend and restate the Amended Reimbursement Agreement through the approval of this Second Amended and Restated Reimbursement Agreement (referred to herein as the "Reimbursement Agreement") to reflect the City's approval of the SAP and the total amount of reimbursement owed to the Developer pursuant to the SAP and the reimbursement to the Developer from assessments paid as set forth herein; and

WHEREAS, the District Property has been developed and special assessments have been levied against the Assessed Property (as defined in the SAP) within the District Property to pay the costs of certain authorized public improvements that confer a special benefit on the Assessed Property within the District; and

WHEREAS, certain public improvements identified in a SAP have been constructed within the District Property (the "Public Improvements") to serve the District Property; and

WHEREAS, the City Council, on April 17, 2023, passed and approved an ordinance (the "Assessment Ordinance") which, among other things, approved the final SAP, (including the "Assessment Roll"), and levied assessments on property within the District (the "Assessments") and established the date upon which interest on Assessments began accruing and collection of such Assessments began; and

WHEREAS, the SAP identifies the Actual Costs of the Public Improvements (plus financing costs as set forth in the SAP) (the "Public Improvement Costs") that are constructed to serve the Assessed Property; and

WHEREAS, the SAP allocates the Public Improvements Costs to the Assessed Property; and

WHEREAS, the Assessments are reflected on the Assessment Roll; and

WHEREAS, all revenue received and collected by the City from the collection of the Assessments (the "Assessment Revenue") shall be deposited first for the payment of debt service on assessment revenue bonds issued with a pledge of such Assessment Revenue ("Future Bonds") in accordance with a trust indenture relating to such Future Bonds (the "Bond Indenture') and to and second, into a separate account, that is separate from all other funds of the City (the "Reimbursement Account") and shall be used to reimburse Developer and its assigns for the Public Improvements Costs advanced in a total aggregate principal amount as set forth in the Service and Assessment Plan but not to exceed the total aggregate principal amount of $3,483,000; and

WHEREAS, the obligations of the City to use the Assessment Revenue hereunder is authorized by the PID Act; and

WHEREAS, this Reimbursement Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the PID Act; and

WHEREAS, at the discretion of the City and Developer and in accordance with the Development Agreement, as amended, the Developer and City may amend this Reimbursement Agreement and the Development Agreement as determined necessary by City's bond counsel for issuance of any Future Bonds, for compliance with applicable law and for compliance with the obligations of the Parties under this Reimbursement Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT

AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.

2. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the Development Agreement, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to that portion of the Public Improvement Costs paid by the Developer as set forth in the Service and Assessment Plan, plus interest on the unpaid balance as set forth in Section 2(a) below, in accordance with the terms of this Reimbursement Agreement for the term set forth herein, in principal amounts as set forth in the Service and Assessment Plan, such amount not to exceed the aggregate principal amount of $3,483,000 (the "Reimbursement Amount), plus interest accrued (from the date of acceptance of the Public Improvements pursuant to the recordation of a plat until paid or Future Bonds are issued (as defined herein)) as provided herein and in the Service and Assessment Plan. The City has created a separate account designated as the "Reimbursement Account." The Reimbursement Amount is payable from Assessment Revenue to be deposited in the Reimbursement Account as described below and in accordance with this Reimbursement Agreement and the Development Agreement.

    a. The Reimbursement Amount is payable solely from: (i) Assessment Revenue received and collected by the City and deposited into the Reimbursement Account; (ii) the net proceeds (after funding reserve funds, and the payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more series of bonds (the "Future Bonds") that may be issued by the City in accordance with the terms of the Development Agreement and secured by the Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above.

    b. The Assessment Revenue shall be received, collected and deposited into the Reimbursement Account subject to the following limitations:

        i. Calculation of the Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the SAP.

        ii. The Assessments shall accrue interest at the rates set forth in this (iv) immediately below. Interest shall continue on the unpaid principal amount of the Assessments for a Lot until the earlier of (i) 30 years or the time period set forth in the SAP, or (ii) the issuance of any Future Improvement

Bonds, or (iii) in the event the Future Bonds are not issued, until the Reimbursement Amount is paid in full pursuant to this Reimbursement Agreement.

iii. The Developer shall be reimbursed in a Reimbursement Amount as set forth in the Service and Assessment Plan, such amount not to exceed the total aggregate principal amount of $3,483,000 plus interest at the rate of 6.25% as set forth in the SAP, for the time period as set forth in the SAP, from the Reimbursement Account and as allowed under this Section. The Reimbursement Amount as set forth in the Service and Assessment Plan shall control over any amount set forth in this Agreement.

iv. The unpaid Reimbursement Amount shall bear simple interest per annum beginning on the date the Public Improvements were accepted by the City by recordation of a plat, and at 6.25% as set forth in the SAP, as amended and updated, to reflect the Assessments which rate complies with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Upon the issuance of Future Bonds for the payment of the Public Improvement Costs, the Assessments shall bear interest at the rate of the Bonds plus additional interest as set forth in the SAP, and interest on the Assessments pursuant to this section shall cease.

3. The Reimbursement Amount, plus the interest as described in Section 2(a)(iv) above, are collectively, the "Unpaid Balance." The Unpaid Balance is secured by and payable solely from the Assessment Revenue from time to time received and collected by the City and deposited into the Reimbursement Account subject to Section 4 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the Maturity Date. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Assessment Revenue received, collected and deposited into Reimbursement Account The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the PID and the enforcement and collection of taxes and Assessments, and all other covenants provided therein. The City will take and pursue all actions permissible under the PID Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States as the same may be amended, collectively the "Applicable Laws") to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as an Unpaid Balance remains outstanding under this Reimbursement Agreement.

Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue and, as a result, is unable to make transfers from the Reimbursement Account for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.

4. If Future Bonds are issued to reimburse the costs of the Public Improvements, the net proceeds of such Future Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Public Improvements and then to pay all or any portion of any Public Improvement Costs, as set forth in the SAP such that no Future Bonds issued to reimburse the costs of the Public Improvements are issued unless the funds necessary to complete the Public Improvements are deposited with the net proceeds of the Future Bonds issued to reimburse the costs of the Public Improvements on the closing date of the Future Bonds.

5. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the Public Improvement Costs as set forth in the SAP. If the Public Improvement Costs are less than the amounts set forth in SAP, the Developer shall not be entitled to such excess amounts. The Parties acknowledge that upon the issuance of Future Bonds, the payment of bond proceeds to the Developer for reimbursement of the costs of the Public Improvements, and for any costs incurred in the administration and operation of the PID, shall be as set forth in and subject to the terms and provisions of the applicable Indenture relating to the Future Bonds, including the form of a certification for payment (a "Certification for Payment") as provided in the applicable Indenture.

6. The Developer represents and warrants that it will not request payment with respect to any Public Improvement Costs that are not part of the Public Improvements identified in the SAP and it will follow all procedures set forth herein or in the applicable Indenture with respect to Certification for Payments (as defined in the applicable Indenture).

   Payment of amounts due pursuant to this Reimbursement Agreement shall be after the City's acceptance of the Public Improvements by recordation of a plat, and completion of the Amenities (as defined in the Development Agreement) and submittal of sufficient documentation as reasonably determined by the City's PID Administrator that reflect the Public Improvement Costs paid by Developer (a "Reimbursement Request") in substantially the form attached hereto as Exhibit A as may be modified by the City's PID administrator. Upon the issuance of Future Bonds, payment of the Public Improvement Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture. Notwithstanding the preceding or anything contrary in the Development Agreement, reimbursement payments for the reimbursement of Public Improvement Costs incurred by the Developer, shall be paid from the proceeds of the Assessments collected from property owners in the PID (the "Paid Assessments") each year until payment of the Unpaid Balance or the issuance of Future Bonds. Such reimbursement payments shall be made

promptly after receipt by the City of such after the City receives, processes and approves a Reimbursement Request for such monies. Based on the most recent submitted and approved (or approved and processed) Reimburse Request, the principal and interest, if any, on the Paid Assessments may reduce the Reimbursement Amount in an amount to be set forth in the 2026 Annual Update to the SAP ($134,531.12)

7. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer's written notice of the Transfer is received by the City,. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two (2) parties. The City shall not make any representations or execute any consent to any assignment of this Reimbursement Agreement or any Assessment Revenues received hereunder.

8. The Developer represents that it is in compliance with all of its obligations required by the Development Agreement, and the City's ordinances and regulations.

9. The Developer represents that it has submitted and will obtain approval of the applicable construction plans for the Public Improvements from the appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. Nothing in this Reimbursement Agreement shall be construed as a grant of any development permit approval. The Developer further agrees that, subject to the terms hereof and of the Development Agreement, the Public Improvements constructed by the Developer have been or will be constructed in full compliance with approved construction plans and are or will be consistent with the Development Agreement and that the Developer shall supply the City with complete as-built plans upon final completion (meaning when the Public Improvements have been completed in accordance with the applicable City regulations and City approved plans and are ready for dedication to the City) of each Public Improvement constructed by the Developer.

10. The Developer shall not be relieved of its obligation to construct or cause to be constructed each Public Improvement and, upon completion, inspection and acceptance, convey each

such Public Improvement to the City in accordance with the terms of this Reimbursement Agreement and the Development Agreement, even if there are insufficient funds in the Project Fund of the applicable Indenture or in the Reimbursement Account to pay the costs thereof. In any event, this Reimbursement Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval which the Developer or and land within the District is subject, with respect to the Public Improvements required in connection with the development of the land in the PID.

11. Within twenty (20) business days after receipt of any Reimbursement Request, the City's PID administrator shall either (i) approve and execute the Reimbursement Request and forward the same to the City for payment (from those funds available in the Reimbursement Account, as applicable), or (ii) in the event the City's PID administrator disapproves all or any portion of the Reimbursement Request, give written notification to the Developer of such disapproval, in whole or in part, of such Reimbursement Request, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Reimbursement Request. If a Reimbursement Request seeking reimbursement is approved only in part, the City shall specify the extent to which the Reimbursement Request is approved and shall deliver such partially approved Reimbursement Request for payment.

12. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Reimbursement Account and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

13. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Public Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the PID. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.

14. This Reimbursement Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement.

In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Harris County, Texas.

15. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City:	City Manager 401 Market Street Tomball, TX 77375
With a copy to:	Attn: City Attorney Olson & Olson, LLP 2727 Allen Parkway, Suite 600 Houston, TX 77019
To the Developer:	Attn: Chet Wignall Brohn Homes 7906 N. Sam Houston Parkway West, Suite 102 Houston, Texas 77064
With a copy to:	Attn: Timothy Green c/o Coats Rose, P.C. 9 Greenway Plaza, Suite 1000 Houston, Texas 77046

16. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Assessments contrary to the provisions of the PID Act.

17. Remedies:

    a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail

the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least thirty (30) days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within thirty (30) days and the non-performing Party has diligently pursued a cure within such thirty (30) day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period of not to exceed thirty (30) days so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.

b. Notwithstanding the foregoing, the following are Events of Default under this Reimbursement Agreement:

    i. The Developer shall fail to pay to the City any monetary sum hereby required of it pursuant to this Reimbursement Agreement or the Development Agreement as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Reimbursement Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Reimbursement Agreement or the Development Agreement.

    ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement (other than the payment of money to the City), and shall not cure such failure within sixty (60) days after written notice thereof is given by the City to the Developer;

    iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

    iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

    v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days; OR

vi. The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID (as defined in the Development Agreement), if such failure is not cured within thirty (30) days.

vii. The Developer is in default under the Development Agreement after the expiration of any applicable cure period following written notice, if such written notice is required under the terms of the Development Agreement.

viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.

d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Reimbursement Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Reimbursement Agreement or the Development Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

18. **THE DEVELOPER SHALL ASSUME THE DEFENSE OF, AND INDEMNIFY AND HOLD HARMLESS THE CITY'S INSPECTOR, THE CITY EMPLOYEES,**

OFFICIALS, OFFICERS, REPRESENTATIVE AND AGENTS OF THE CITY AND EACH OF THEM (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST, ALL ACTIONS, DAMAGES, CLAIMS, LOSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECT OR PUT, BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISIONS OF THIS REIMBURSEMENT AGREEMENT BY THE DEVELOPER, THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE PUBLIC IMPROVEMENTS CONSTRUCTED BY DEVELOPER, OR ANY CLAIMS BY PERSONS EMPLOYED BY THE DEVELOPER RELATING TO THE CONSTRUCTION OF SUCH PROJECTS. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE CITY DOES NOT WAIVE ITS DEFENSES AND IMMUNITIES, WHETHER GOVERNMENTAL, SOVEREIGN, OFFICIAL OR OTHERWISE AND NOTHING IN THIS REIMBURSEMENT AGREEMENT IS INTENDED TO OR SHALL CONFER ANY RIGHT OR INTEREST IN ANY PERSON NOT A PARTY HERETO.

19. To the extent there is a conflict between this Reimbursement Agreement and an Indenture securing the Future Bonds issued to reimburse the costs of the Public Improvements, the Indenture securing such Future Bonds shall control as the provisions relate to the Assessments. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, this Reimbursement Agreement shall control.

20. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

21. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.

22. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in

this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.

23. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.

24. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

25. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

26. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

27. The term of this Reimbursement Agreement is the earlier of (i) one year following the last Annual Installment of an Assessment is collected, (ii) the payment or redemption of the Reimbursement Amount, or (iii) termination pursuant to an Event of Default, whichever occurs first. If the Developer defaults under the Development Agreement or this Reimbursement Agreement, the Development Agreement nor this Reimbursement Agreement shall not terminate with respect to the costs of the Public Improvements that have been approved by the City pursuant to an approved Certification for Payment or Reimbursement Request prior to the date of default. Upon the expiration of the term of this Reimbursement Agreement pursuant to this Section, this Reimbursement Agreement shall terminate.

28. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.

29. Statutory Verifications. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Reimbursement Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Reimbursement Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Reimbursement Agreement, notwithstanding anything in this Reimbursement Agreement to the contrary.

    a. *Not a Sanctioned Company*. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

    b. *No Boycott of Israel*. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Reimbursement Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

    c. *No Discrimination Against Firearm Entities*. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

    d. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

30. Form 1295. Unless the Developer represents in writing that it is exempt from filing of such form, the Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295 and the City has not verified such information.

31. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Developer; and, neither the City nor its consultants have verified such information.

32. Choice of Law. This Agreement shall be governed by the laws of the State of Texas.

33. Out of State Issuer. This Agreement may not be assigned to an out-of-state issuer of debt and the City shall not participate in any third-party financing relating to the Assessment Revenues received by the Developer pursuant to this Agreement.

34. Standing Letter. If requested by the Texas Attorney General, the Developer will file a standing letter addressing the representations made in Section 29 of this Agreement in a form acceptable to the Texas Attorney General.

35. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295

has been provided solely by Developer; and, neither the City nor its consultants have verified such information.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

ATTEST:	**CITY OF TOMBALL**
_____	_____
City Secretary	Mayor

DEVELOPER

CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION DBA BROHN HOMES

By:_____

Name: Roderick Flint

Title: Assistant Secretary

Signature page to Seven Oaks Reimbursement Agreement

EXHIBIT A

REIMBURSEMENT REQUEST
(To be used if no Future Bonds are outstanding and as may be modified by the City's PID administrator)

Reference is made to that certain PID Reimbursement Agreement by and between the City and HMH Tomball Townhomes, LLC a Texas limited liability company (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from Phase __ Assessment Revenues in the amount of _____ ($_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements within the Seven Oaks Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Reimbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The itemized payment requested for the attached Public Improvements to be paid from Assessment Revenues has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Public Improvements in the attached spreadsheet and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement and the PID Reimbursement Agreement and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the PID Reimbursement Agreement, and the Service and Assessment Plan.

5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes or an entity the Developer controls owes, located in the Seven Oaks Public Improvement District and has no outstanding delinquencies.

6. All conditions set forth in the Reimbursement Agreement and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Public Improvements included herein has been completed, and the City has inspected such Public Improvements.

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety percent (90%) of the budgeted or contracted costs for the Public Improvements identified may be paid until the work with respect to such Public Improvements (or segment) has been completed and the City has accepted such Public Improvements (or segment).

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are **"bills paid" affidavits and supporting documentation** in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

[ATTACH SPREADSHEET IN FORM APPROVED BY CITY'S PID ADMINISTRATOR]

APPROVAL OF REQUEST

The City is in receipt of the attached Reimbursement Request, acknowledges the Reimbursement Request, and finds the Reimbursement Request to be in order. After reviewing the Reimbursement Request, the City approves the Reimbursement Request and authorizes and directs payment of the amounts set forth below from the appropriate account. The City's approval of the Reimbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the PID Reimbursement Agreement, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in Public Improvements.

CITY OF TOMBALL, TEXAS

By:_____
Name: _____
Title: _____

Date: _____

Exhibit A-4

x

x

Regular City Council
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:

Approve, on First Reading, Resolution No. 2026-30-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with a Business Improvement (MEGA) Grant by and between the Corporation and Black Forest Flex Park, LLC to make direct incentives to, or expenditures for, building and site improvements for new or expanded business enterprise to be located at 27210 Hwy 249, Bldg. A, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $50,000.00.

Background:

On June 9, 2026, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a Business Improvement (MEGA) Grant with Black Forest Flex Park, LLC for building and site improvements for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2026-30-TEDC

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

FUNDING (IF APPLICABLE)

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

Yes: X No: If yes, specify Account Number: #Business Improvement Grants

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

Signed Approved by

Staff Member-TEDC Date Executive Director-TEDC Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: July 6, 2026

SUBJECT: Black Forest Flex Park, LLC – Bldg. A

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Mark Redlingshafer, Owner, Black Forest Flex Park, LLC, for funding assistance through the TEDC's Business Improvement (MEGA) Grant Program for improvements to an approximately 10,000 square foot building located at 27210 Hwy 249, Bldg. A, Tomball, Texas 77375.

Black Forest Flex Park, LLC has purchased approximately 4-acres near the intersection of SH 249 and SH BUS-249. The site currently has three existing buildings ranging from 3,100 – 10,000 square-feet. Building A is the former location of Yes! Resale, Building B is an existing vacant warehouse space, and Building C is currently being leased to North Central Storage (Tow Yard).

The proposed project includes a complete remodel of the existing façade of Building A into 5 multi-tenant retail spaces ranging from approximately 1,400 – 1,900 square feet. Eligible improvements include the demolition and replacement of the existing roof structure and front façade to achieve taller façades for multiple storefronts, metal framing for exterior storefronts, exterior doors, exterior lighting, exterior painting, curb stops, bollards, and landscaping.

The goal of the TEDC's Business Improvement (MEGA) Grant is to promote and assist with improvement projects that encompass a multi-tenant retail, commercial, or service center. In accordance with the Business Improvement (MEGA) Grant Program Guidelines & Criteria, the proposed performance agreement is for 50% of the eligible improvement costs, not to exceed $50,000.00.

The project and application were reviewed and conditionally approved by the Business Retention & Expansion (BR&E) Committee on May 26, 2026. While this conditional approval enables the applicant to move forward with their project and avoid significant approval delays, it does not guarantee funding. Final approval is still required from both

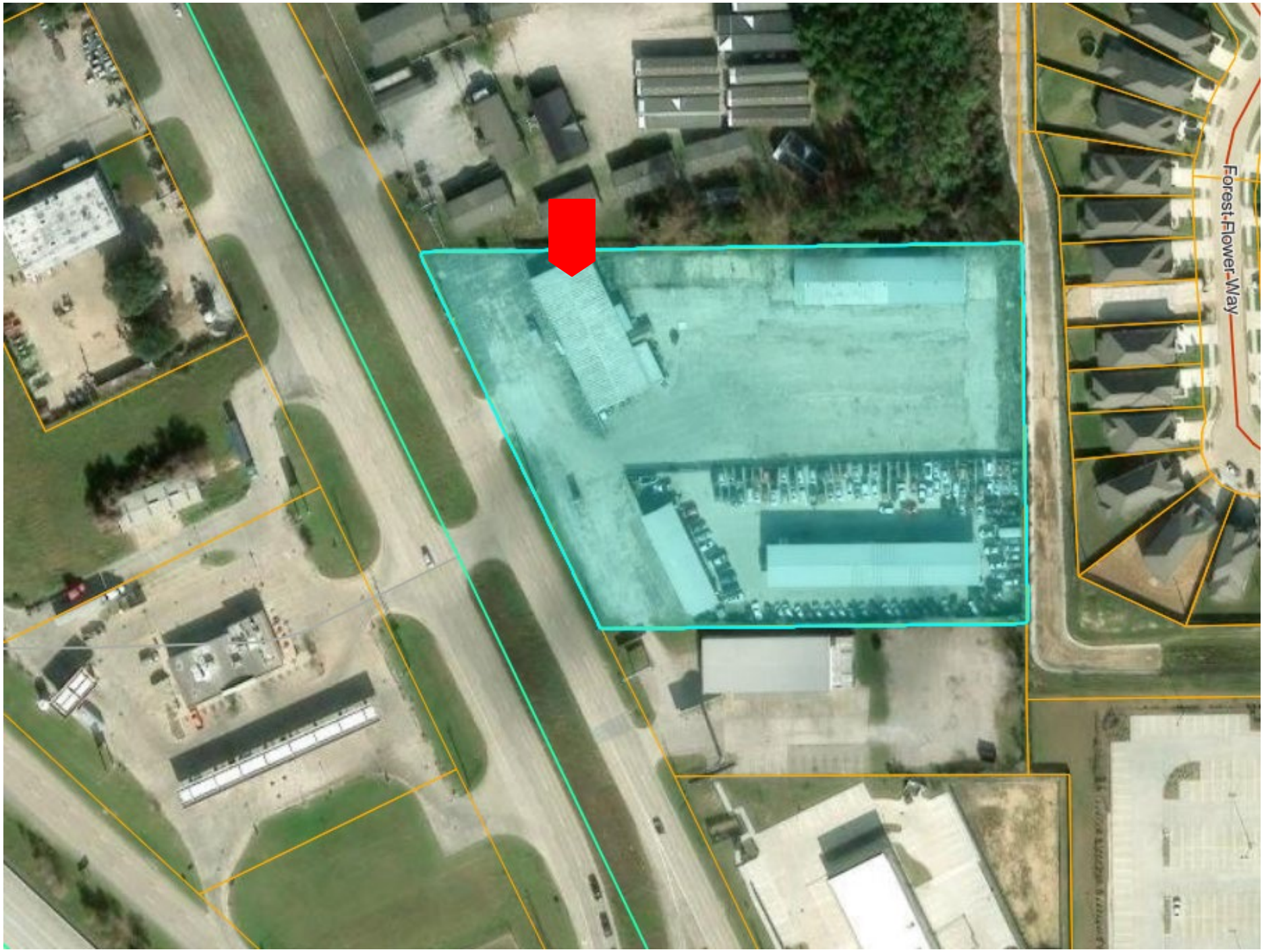
the TEDC Board and Tomball City Council. Applicants proceed at their own risk until those approvals are secured.

Once approved, the applicant will have nine months to complete the improvements. All grants are reimbursement grants and will only be funded after completion of the project, and after the applicant submits final paid itemized invoices/receipts for all applicable labor and materials, proof of payment, and digital photographs of the completed work.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

Business Name:
Black Forest Flex Park, LLC – MEGA Request

Address:
27210 SH 249, Tomball, Texas 77375 – Bldg A


Forest Flower Way

Before:

RESALE
yes! RESALE
yes! RESALE
yes! RESALE
YES!
RESALE
Tomball Hwy

Rendering:

Nichiha is a luxury fiber cement cladding material made from eco-friendly materials.

Interiors are subject to leasee preferences.

Total Project Investment: $735,301.00

Total Eligible Improvements: $541,107.50

- BR&E Committee Review & Conditional Approval Date: May 26, 2026
- Conditional Funding Amount Approved: $50,000.00
- Conditional approval letter issued on May 26, 2026.
- Final approval by Tomball City Council by two separate resolution readings.

Request Letter

The purpose of this program is to promote the development and expansion of new and existing business enterprises within the City of Tomball, Texas (the "City"), and enhance the economic welfare of the citizens of the City by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability.

Section 3 - Eligibility A-E -
Section 4 - Guidelines A-P - will follow

Request Letter describing proposed project and the need for grant funds

Approval Process- BR&E Committee and submitted to the TEDC Board of Directors and Tomball City Council for final approval.

Building A

To: BR&E Committee, TEDC Board of Directors and Tomball City Council
From: Mark, Hugo and Ernesto - Black Forest Flex Park, LLC

Dear Committee members, Board of Directors and Tomball City Council,

I am writing to request the assistance of your Business Improvement MEGA Grant in the redevelopment of our property at 27210 TX-249, Building A, Tomball, TX 77375. Members of the ownership group behind this redevelopment effort have developed over 1 million square feet in Texas. We have over 50 years of combined real estate investment experience with a combined transaction value exceeding $1 billion.

As you likely know in passing by, this property has been neglected for over 10 years (previous two owners). We are excited to bring new life to this property and I believe our intentions align with the purpose listed in Section 1 of the guidelines for this program. The growth in Tomball in addition to our previous discussions and meetings with the TEDC regarding the availability of these potential grant funds ultimately led us to purchase the property.

Building A will be transformed from "YES Resale" into a new retail/business condo multi-tenant building. Our permit plans for this redevelopment have recently been completed and are attached herein. We have ongoing discussions with several prospects including a coffee shop with 3 other Houston locations and an electric vehicle charging tenant, Ensol.

We are formally requesting the MEGA Grant for Building A as we will be making improvements to the Facade, Sign, Property and Landscaping. Additionally, the property has frontage on and is visible from SH 249 Business.

We have thoroughly reviewed the guidelines and checklist, providing all requested supporting documentation. This is the first letter for Building A, we will be preparing a separate application for Building B.

Thank you for your consideration,
Mark, Hugo and Ernesto - Black Forest Flex Park, LLC

APPLICATION
for
BUSINESS IMPROVEMENT GRANT PROGRAM

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to the Tomball Economic Development Corporation, hereinafter referred to as "TEDC", this application for consideration of a Business Improvement Grant under the provisions of the TEDC's Business Improvement Grant Program.

As part of this application, APPLICANT represents to TEDC the following:

1. APPLICANT has received a copy of the TEDC's Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to TEDC that in making this application, APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of TEDC prior to the submission of this application.

2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of TEDC, its servants, agents, employees and/or elected or appointed officers.

3. By signing this document, "Application for Business Improvement Grant" either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that TEDC may rely thereon as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.

4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.

5. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Business Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Business Entity Name: Black Forest Flex Park, LLC

Mailing Address: 27210 Hwy 249, Tomball, TX 77375
Phone Number: 913-980-3887
Email Address: mredlingshafer10@gmail.com

Location in the City of Tomball for which the improvement is being requested

Street Address: 27210 Hwy 249, Tomball, TX 77375

Home Address:
Street Address: 25511 Budde Rd., Suite 1303
City/State/Zip: Spring, TX 77380

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

Company Name:
Street Address:
City/State/Zip:

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A.*

7. Please attach a vicinity map locating the property within the City of Tomball as *Exhibit B.*

8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as *Exhibit C.*

9. Please attach a letter addressing the need for the project as well as need for the TEDC grant funds.

10. Description of proposed improvements:

DESCRIPTION	ESTIMATED REPAIR	ESTIMATED START DATE	COMPLETION DATE
Add conditioned space, taller ceilings, storefronts, new exterior veneers, building signage, lighting, demising walls, parking resurfacing, and landscaping for multiple retail spaces.	$735,301.00	05/30/2026	07/23/2026

11. New or existing business: x New _____ Existing

_____ has been in operation for _____ years.

Existing # of jobs: _____ *(If applicable)* Full-time _____ Part-time _____

New jobs (full-time): 6+ New jobs (part-time): 24+

12. If leased facility, provide the following information *(attach copy of current lease)*:

Current Landlord: n/a

Address: _____

_____

Phone Number: _____

13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this application for the business improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.

14. APPLICANT and owner/landlord indemnify, defend, and hold TEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.

15. TEDC has delivered a copy of the guidelines and criteria for a business improvement grant program to applicant for review, and the delivery hereof does not constitute an offer of an improvement grant.

16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the business improvement grant program. If any provision of this application for business improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.

17. Before submitting an application to the TEDC, the APPLICANT must meet with the Development Review Committee (DRC) of the City of Tomball for a review

of the proposed project improvements in order to fulfill Section 3(D) project eligibility requirement in the TEDC "Guidelines and Criteria." To schedule a meeting with the DRC, contact the Community Development Department at 281-290-1405.

VERIFICATION

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

Signed and submitted to Tomball Economic Development Corporation on this, the 21st day of May, 2026.

Applicant: Black Forest Flex Park, LLC

Signature: _____

Address: 27210 Hwy 249
Tomball, TX 77375

Phone No.: (913) 980-3887

Applicant: _____

Signature: _____

Address: _____

Phone No.: _____

Property Owner/Landlord: TX CRE LLC

Signature: _____

Address: 25511 Budde Rd Suite 1303, The Woodlands, TX 77380

Phone No.: (281) 384-3505

The State of Texas
County of Harris

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

_____
Notary Public in and for the State of Texas
My Commission Expires: 10/29/29

Juan Guillermo Hurtado
My Commission Expires
10/29/2029
Notary ID135537449

The State of Texas
County of Harris

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

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

The State of Texas
County of Harris

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

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

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

Applicant: Black Forest Flex Park, LLC

Address: 25511 Budde Rd Suite 1303, The Woodlands, TX 77380

Phone No.: (913) 980-3887

Signature:

Property Owner/Landlord: TX CRE LLC

Address: 25511 Budde Rd Suite 1303, The Woodlands, TX 77380

Phone No.: 281-384-3505

Signature:

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

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

Juan Guillermo Hurtado
My Commission Expires
10/29/2029
Notary ID135537449

MAY 21 2026

Exhibit A

Legal description of subject property

LT 1 BLK 1 CROSSBAR / HCAD Account #: 1423830010001

Exhibit B

Vicinity Map of Subject Property

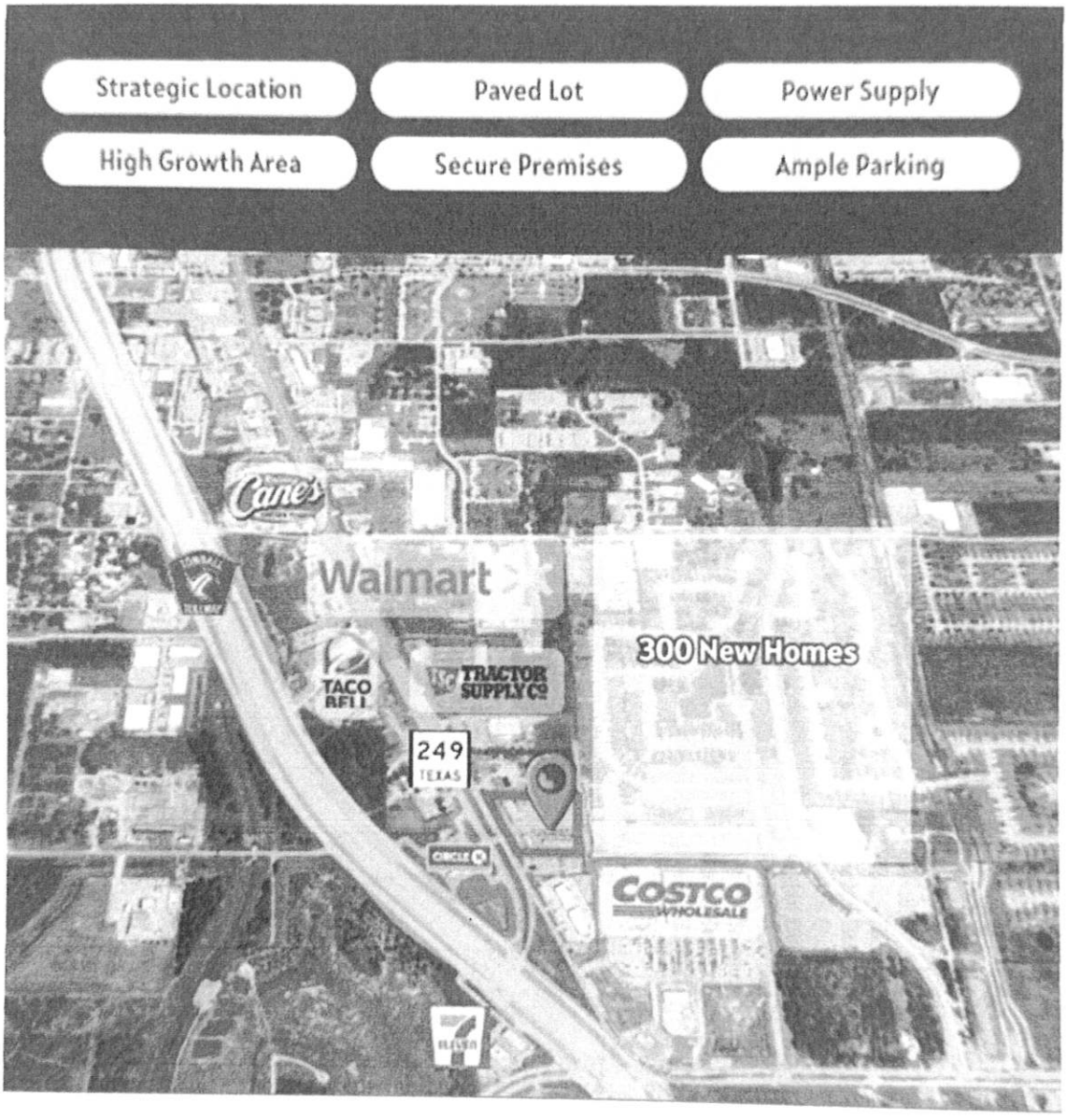
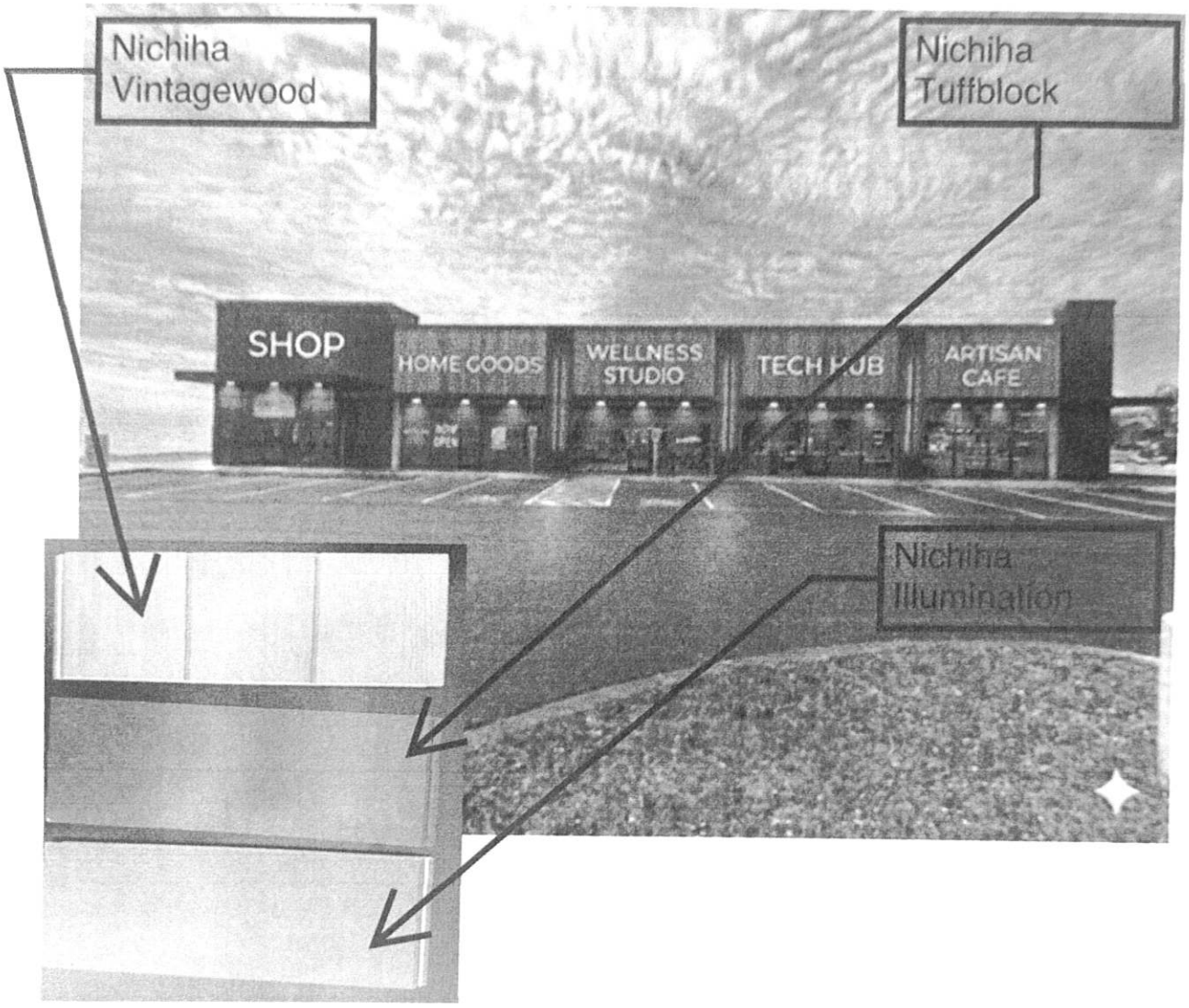
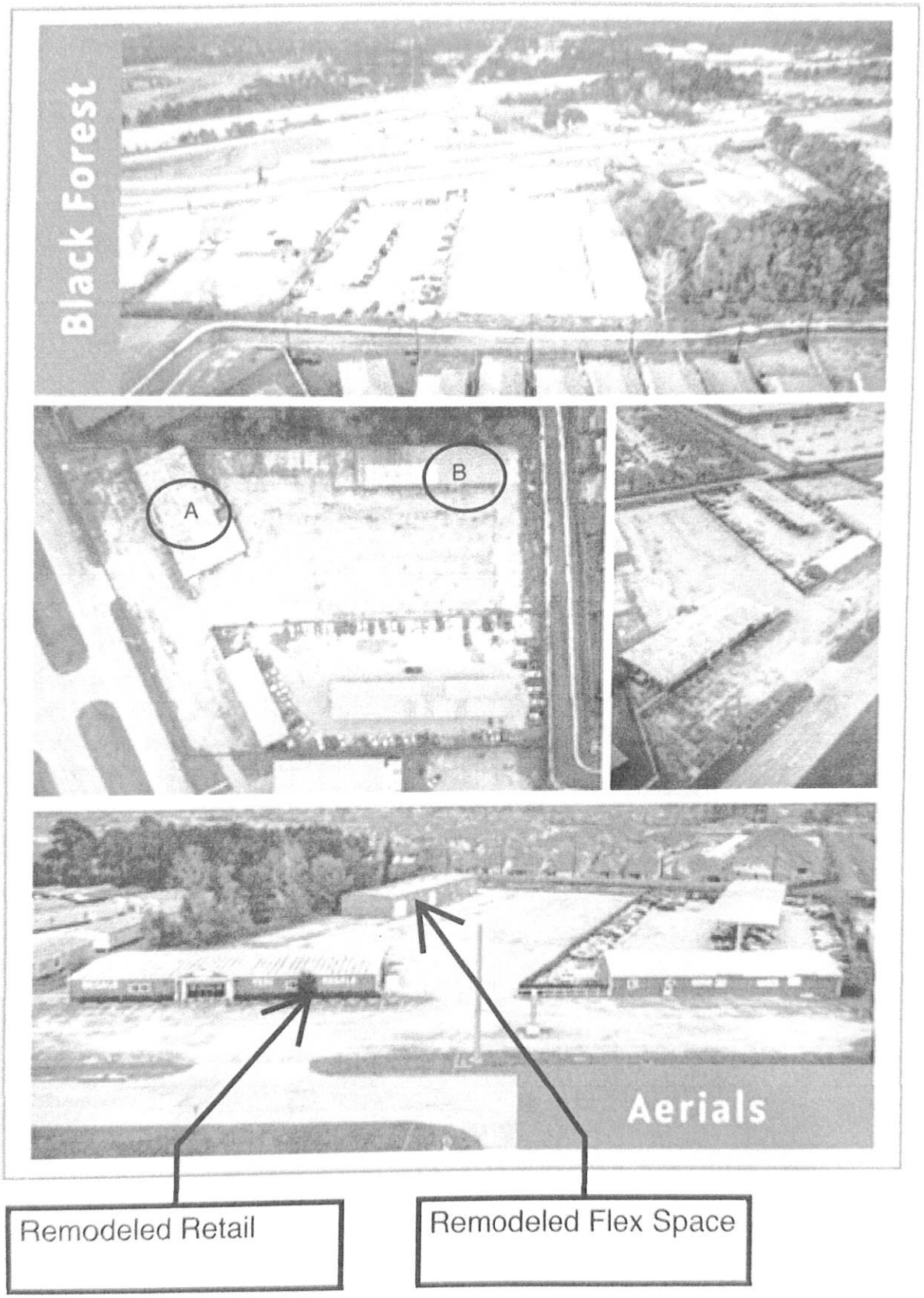


Exhibit C (Continued) w/ detailed improvements



Nichiha is a luxury fiber cement cladding material made from eco-friendly materials.

Interiors are subject to leasee preferences.


Black Forest
A
B
Aerials
Remodeled Retail
Remodeled Flex Space

Acknowledgement of sign may be placed at this property stating TEDC - Business Improvement Grant Recipient.

Business Improvement Grant Program: Scoring Sheet

Project Name	Visibility	Exterior	Target Uses	Cont. Ratio	Readiness	Local	Need	Support	Longevity
Black Forest Flex Park, LLC	**10**	**8**	**7**	**10**	**10**	**8**	**10**	**8**	**10**
Bldg A									
27210 Hwy 249									
MEGA									
$541,107.50									
TEDC: $50,000.00									
APPROVED									
5/26/2026									

TOMBALL
ECONOMIC DEVELOPMENT CORP.

May 26, 2026

Mark Redlingshafer
Black Forest Flex Park, LLC
25511 Budde Rd, Suite 1303
Spring, Texas 77380

RE: CONDITIONAL APPROVAL – Business Improvement Grant MEGA – Building A

Dear Mark:

Thank you for your recent application to the Business Improvement Grant program. We are pleased to inform you that your application for the proposed improvements at **27210 Hwy 249 (Bldg A), Tomball, Texas 77375,** has received **conditional approval** from the Business Retention & Expansion (BR&E) Review Committee as of **May 26, 2026**. This conditional approval is based on the preliminary review of your application materials, including your project description, cost estimates, and proposed design concept.

Conditional Approval

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

1. **Final Approval Pending**

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

2. **No Guarantee of Funding**

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

3. **Proceeding at Your Own Risk**

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

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Process for Final Approval

Your application will be presented at the **June 9, 2026** Tomball Economic Development Corporation Board of Directors Meeting for approval. It will then proceed to the next two available Tomball City Council Meetings for final approval via two separate readings of a resolution **(First Reading: July 6, 2026 – Second Reading/Final Approval: July 20, 2026).**

Once all approvals are obtained and 60-day legal notice requirement has been fulfilled, TEDC staff will reach out to initiate execution of the grant agreement.

Project Work and Reimbursement Guidelines

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

Upon project completion, you must submit:

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

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

Financial Summary

Description	**Your Investment**	**TEDC Grant**
Eligible Improvements	$541,107.50	$50,000.00
Total Amount Available from TEDC:		**$50,000.00**

If you have any questions or need further assistance, please do not hesitate to contact our office.

Sincerely,

Tori Gleason, PCED

Project Manager
Tomball Economic Development Corporation

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Business Improvement Grant Program Agreement (the "Agreement") is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the "TEDC"), and **Black Forest Flex Park, LLC** (the "Company"), whose principal address is 27210 Hwy 249, Bldg. A, Tomball, Texas 77375.

WITNESSETH:

I. Requirements of Company

1.1. BIG Program MEGA Grant Acceptance. By executing this Agreement, the Company agrees to accept the Grant made herein according to the terms of the Business Improvement Grant ("BIG") Program Guidelines and Criteria, as attached hereto as Exhibit A (the "Criteria"). The Company acknowledges that it receives this Grant on the basis of its application for the Grant found in Exhibit B, attached hereto and hereby incorporated as part of this Agreement (the "Application"). Any substantial deviation by the Company from its proposals in the Application must be approved in writing by the TEDC prior to the construction of any proposed improvements. Failure to gain such prior written approval will be considered an Event of Default.

1.2 Improvements Approved for Reimbursement. The Company shall construct the improvements described and proposed by Company in the Application (the "Improvements") within nine (9) months of the Effective Date. In constructing the

1.3. Operations. The Company covenants and agrees that it will continue to operate its business in the city of Tomball from the Effective date through the first anniversary of the date on which the Grant is paid, according to the terms of Article II below. Failure to remain in operation during said time period shall be considered an Event of Default.

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

1.5 Compliance with Laws. The Company agrees that it will operate the Business on the Property in compliance with all applicable laws, ordinances, and regulations of the City of Tomball and the State of Texas. The Company shall not fail to timely pay any ad valorem taxes due for the Property, and shall timely make any sales tax payments to the State of Texas.

DRAFT

II. TEDC Requirements

2.1 Grant. In consideration of the Company's representations, promises, and covenants, TEDC agrees to pay the Grant of $50,000.00 as reimbursement for the construction of the Improvements.

2.2. Grant Disbursement. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of certification by the Company of the completion of the required improvements, including proof of paid receipts for all labor and materials and photographs showing completion of the Improvements in accordance with the Application.

III. Term

3.1 Term. This Agreement shall be in effect as of the Effective Date, identified below, and shall continue to the third anniversary of the date the Company begins operating the Business on the Property, unless terminated earlier according to the terms of this Agreement.

IV. Default and Remedies

4.1. General Event of Default. Failure of Developer or TEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement is an Event of Default, and such failure remains uncured for thirty (30) days after written notice of such failure from the non-defaulting party to the defaulting party in the manner provided by Section 9, below.

4.2 Other Default Events. The following shall also constitute an event of default by the Company:

- Any fraud or material misrepresentation by the Company to the TEDC
- Any insolvency or related event of Company
- Revocation of a certificate of occupancy for the Property.

4.3 Remedies. It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC.

V. Miscellaneous Terms

5.1. Binding Agreement. By executing this Agreement, the signing parties represent that they are authorized by law to execute this Agreement and agree to be bound by its terms. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

5.2. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice

DRAFT

is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company: Black Forest Flex Park, LLC
25511 Budde Rd, Suite 1303
Spring, Texas 77380
Attn: Mark Redlingshafer

5.3. Location. This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

5.4 Assignment. This Agreement may not be assigned to another party with the written consent of the other party to this Agreement.

(signature page to follow)

DRAFT

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

Black Forest Flex Park, LLC

By: _____

Name: Mark Redlingshafer___

Title: Owner_____

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Lisa Covington_____

Title: TEDC Board President __

ATTEST:

By: _____

Name: _____

Title: TEDC Board Secretary _____

DRAFT

EXHIBIT A

BIG PROGRAM GUIDELINES

E. Mega Grant:

A mega grant for up to $50,000 may be awarded for an improvement project that encompasses a multi-tenant retail, commercial, or service center.

The Project must make a minimum private investment amount of $100,000 in order to be eligible for the Mega grant bringing the total project investment to at least $150,000.

Mega grants will be reviewed competitively based upon location, existing property conditions, quality of improvements, and need. Special consideration will be given to projects visible from SH 249/SH 249 Business, FM 2920, or located in the downtown district.

The recipient of a Mega grant award would not be eligible for additional BIG funds at the same project site in the fiscal year the Mega grant was approved.

Application for Mega Grant must be made by the authorized Property Management Company or Property Owner and not on a tenant by tenant basis.

DRAFT

EXHIBIT B

COMPANY APPLICATION

VERIFICATION

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

Signed and submitted to Tomball Economic Development Corporation on this, the 21st day of May, 2026.

Applicant: Black Forest Flex Park, LLC

Signature: _____

Address: 27210 Hwy 249
Tomball, TX 77375

Phone No.: (913) 980-3887

Applicant: _____

Signature: _____

Address: _____

Phone No.: _____

Property Owner/Landlord: TX CRE LLC

Signature: _____

Address: 25511 Budde Rd Suite 1303, The Woodlands, TX 77380

Phone No.: (281) 384-3505

RESOLUTION NO. 2026-30-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND BLACK FOREST FLEX PARK, LLC TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Fifty Thousand Dollars ($50,000.00), found by the Board to be required or suitable to promote a new business development by Black Forest Flex Park, LLC; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Fifty Thousand Dollars ($50,000.00), to Black Forest Flex Park, LLC, in accordance with a Business Improvement (MEGA) Grant by and between the TEDC and Black Forest Flex Park, LLC to promote and develop a new or expanded business enterprise, to be located at 27210 Hwy 249, Bldg. A, Tomball, Texas 77375.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or

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

PASSED AND APPROVED on first reading this _____ day of _____, 202__.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day of _____, 202__.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
City Secretary

Regular City Council
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:

Approve, on First Reading, Resolution No. 2026-31-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with a Business Improvement (MEGA) Grant by and between the Corporation and Black Forest Flex Park, LLC to make direct incentives to, or expenditures for, building and site improvements for new or expanded business enterprise to be located at 27210 Hwy 249, Bldg. B, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $50,000.00.

Background:

On June 9, 2026, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a Business Improvement (MEGA) Grant with Black Forest Flex Park, LLC for building improvements for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2026-31-TEDC

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

FUNDING (IF APPLICABLE)

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

Yes: X No: If yes, specify Account Number: #Business Improvement Grants

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

Signed Approved by

Staff Member-TEDC Date Executive Director-TEDC Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: July 6, 2026

SUBJECT: Black Forest Flex Park, LLC – Bldg. B

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Mark Redlingshafer, Owner, Black Forest Flex Park, LLC, for funding assistance through the TEDC's Business Improvement (MEGA) Grant Program for improvements to an approximately 7,400 square foot building located at 27210 Hwy 249, Bldg. A, Tomball, Texas 77375.

Black Forest Flex Park, LLC has purchased approximately 4-acres near the intersection of SH 249 and SH BUS-249. The site currently has three existing buildings ranging from 3,100 – 10,000 square-feet. Building A is the former location of Yes! Resale, Building B is an existing vacant warehouse space, and Building C is currently being leased to North Central Storage (Tow Yard).

The proposed project includes a complete remodel of the existing façade and expansion of Building B into up to 5 office/warehouse flex spaces. The spaces will be divisible by 1,805 square-feet and the building expansion will bring the space to 10,000 square-feet. Eligible improvements include the demolition and replacement of the existing front façade, addition of space to the side of the building for expansion space, metal framing for exterior storefronts, exterior canopies, exterior doors, exterior lighting, exterior painting, curb stops, bollards, and landscaping.

The goal of the TEDC's Business Improvement (MEGA) Grant is to promote and assist with improvement projects that encompass a multi-tenant retail, commercial, or service center. In accordance with the Business Improvement (MEGA) Grant Program Guidelines & Criteria, the proposed performance agreement is for 50% of the eligible improvement costs, not to exceed $50,000.00.

The project and application were reviewed and conditionally approved by the Business Retention & Expansion (BR&E) Committee on June 2, 2026. While this conditional approval enables the applicant to move forward with their project and avoid significant approval delays, it does not guarantee funding. Final approval is still required from both

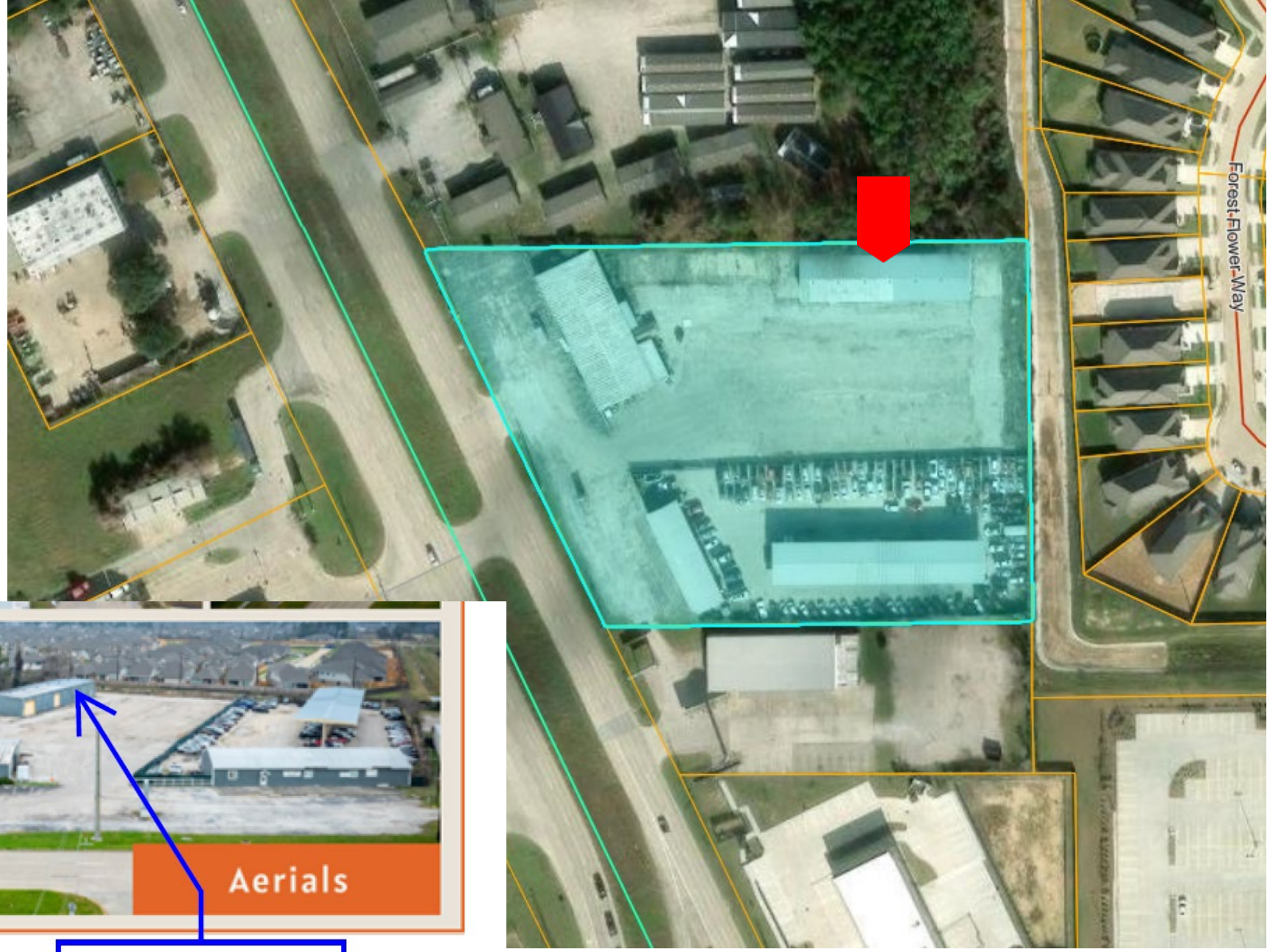
the TEDC Board and Tomball City Council. Applicants proceed at their own risk until those approvals are secured.

Once approved, the applicant will have nine months to complete the improvements. All grants are reimbursement grants and will only be funded after completion of the project, and after the applicant submits final paid itemized invoices/receipts for all applicable labor and materials, proof of payment, and digital photographs of the completed work.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

Business Name:
Black Forest Flex Park, LLC – MEGA Request

Address:
27210 SH 249, Tomball, Texas 77375 – Bldg B

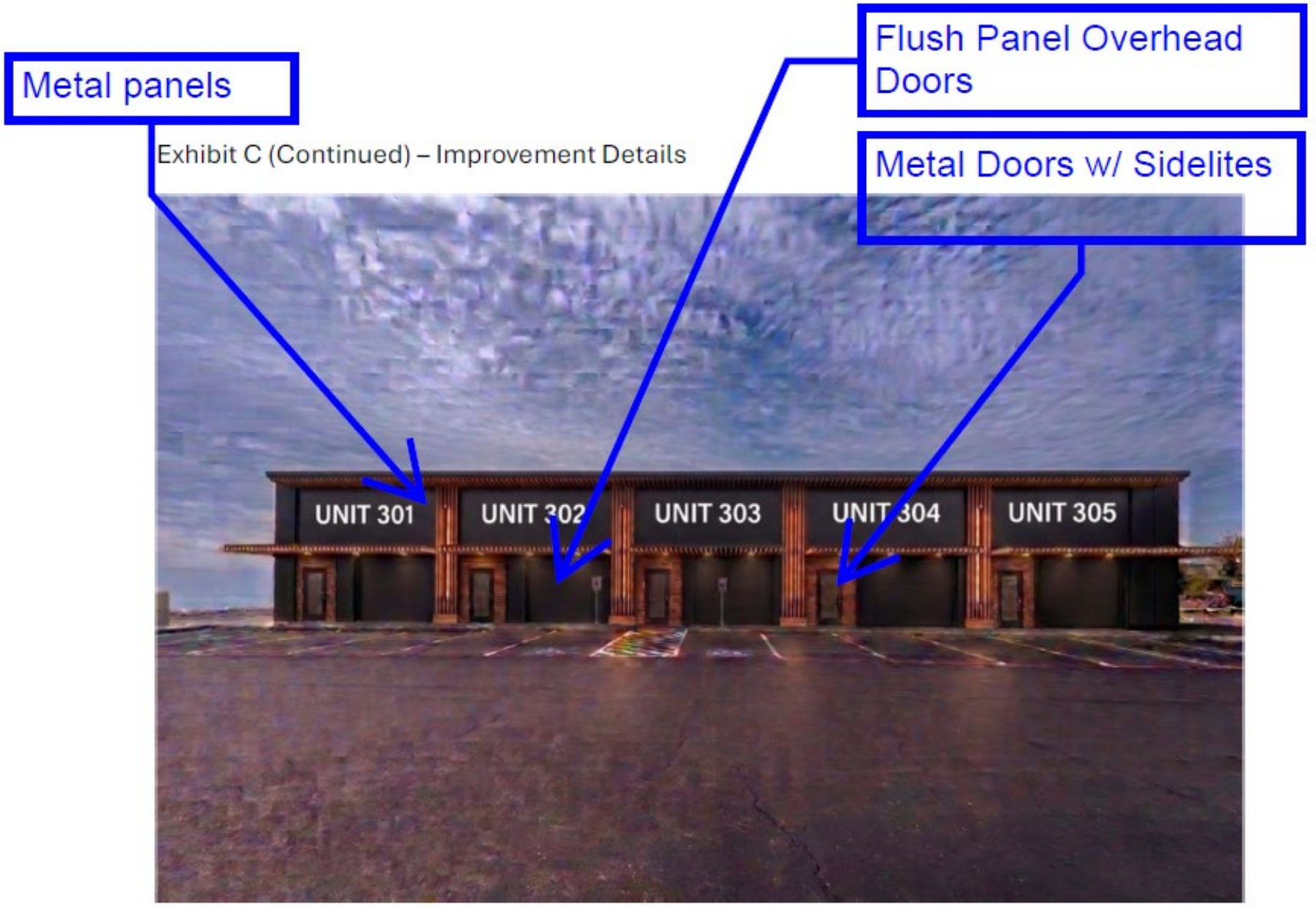

Forest-Flower-Way

Aerials
Remodeled Retail
Remodeled Flex Space

Before:

Rendering:

Exhibit C (Continued) – Improvement Details



Total Project Investment: $626,772.25

Total Eligible Improvements: $431,766.25

- BR&E Committee Review & Conditional Approval Date: June 2, 2026
- Conditional Funding Amount Approved: $50,000.00
- Conditional approval letter issued on June 2, 2026.
- Final approval by Tomball City Council by two separate resolution readings.

The purpose of this program is to promote the development and expansion of new and existing business enterprises within the City of Tomball, Texas (the "City"), and enhance the economic welfare of the citizens of the City by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability.

Section 3 - Eligibility A-E -
Section 4 - Guidelines A-P - will follow

Request Letter describing proposed project and the need for grant funds

Approval Process- BR&E Committee and submitted to the TEDC Board of Directors and Tomball City Council for final approval.

Building B

To: BR&E Committee, TEDC Board of Directors and Tomball City Council
From: Mark, Hugo and Ernesto - Black Forest Flex Park, LLC

Dear Committee members, Board of Directors and Tomball City Council,

I am writing to request the assistance of your Business Improvement MEGA Grant in the redevelopment of our property at 27210 TX-249, Building B, Tomball, TX 77375. Members of the ownership group behind this redevelopment effort have developed over 1 million square feet in Texas. We have over 50 years of combined real estate investment experience with a combined transaction value exceeding $1 billion.

We feel this building will offer businesses looking to locate Tomball with a unique mix of newly renovated warehouse/office flex and outside parking/storage area. There are currently ongoing discussions with two industrial groups who are interested in the location after our redevelopment has taken place.

To reiterate what was stated in the application for Building A, the growth in Tomball in addition to our previous discussions and meetings with the TEDC regarding the availability of these potential grant funds ultimately led us to purchase the property.

Building B will be transformed from additional storage for "YES Resale" into a new warehouse/business condo multi-tenant building. Our conceptual plans for this redevelopment have recently been completed and our Permit plan are currently in progress. In the past, this warehouse had one additional bay. Part of our redevelopment plan includes expanding the building back to its previous size, allowing for additional businesses to locate at our business park.

We are formally requesting the MEGA Grant for Building B as we will be making improvements to the Facade, Sign, Property and Landscaping. Additionally, the property is visible from SH 249 Business.

We have thoroughly reviewed the guidelines and checklist, providing all requested supporting documentation.

Thank you for your consideration,
Mark, Hugo and Ernesto - Black Forest Flex Park, LLC

APPLICATION
for
BUSINESS IMPROVEMENT GRANT PROGRAM

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to the Tomball Economic Development Corporation, hereinafter referred to as "TEDC", this application for consideration of a Business Improvement Grant under the provisions of the TEDC's Business Improvement Grant Program.

As part of this application, APPLICANT represents to TEDC the following:

1. APPLICANT has received a copy of the TEDC's Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to TEDC that in making this application, APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of TEDC prior to the submission of this application.

2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of TEDC, its servants, agents, employees and/or elected or appointed officers.

3. By signing this document, "Application for Business Improvement Grant" either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that TEDC may rely thereon as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.

4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.

5. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Business Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Business Entity Name: Black Forest Flex Park, LLC

Mailing Address: 25511 Budde Rd Suite 1303, The Woodlands, TX 77380
Phone Number: 913-980-3887
Email Address: mredlingshafer10@gmail.com

Location in the City of Tomball for which the improvement is being requested

Street Address: 27210 Hwy 249, Tomball, TX 77375

Home Address: _____
Street Address: _____
City/State/Zip: _____

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

Company Name: _____
Street Address: _____
City/State/Zip: _____

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A.*

7. Please attach a vicinity map locating the property within the City of Tomball as *Exhibit B.*

8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as *Exhibit C.*

9. Please attach a letter addressing the need for the project as well as need for the TEDC grant funds.

10. Description of proposed improvements:

DESCRIPTION	ESTIMATED REPAIR	ESTIMATED START DATE	COMPLETION DATE
Add conditioned space, overhead	$626,772.25	06/22/2026	08/22/2026

11. New or existing business: x New _____ Existing

_____ has been in operation for _____ years.

Existing # of jobs: _____ *(If applicable)* Full-time _____ Part-time _____

New jobs (full-time): 3 New jobs (part-time): 15+

12. If leased facility, provide the following information *(attach copy of current lease)*:

Current Landlord: n/a

Address: _____

_____

Phone Number: _____

13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this application for the business improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.

14. APPLICANT and owner/landlord indemnify, defend, and hold TEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.

15. TEDC has delivered a copy of the guidelines and criteria for a business improvement grant program to applicant for review, and the delivery hereof does not constitute an offer of an improvement grant.

16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the business improvement grant program. If any provision of this application for business improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.

17. Before submitting an application to the TEDC, the APPLICANT must meet with the Development Review Committee (DRC) of the City of Tomball for a review

of the proposed project improvements in order to fulfill Section 3(D) project eligibility requirement in the TEDC "Guidelines and Criteria." To schedule a meeting with the DRC, contact the Community Development Department at 281-290-1405.

VERIFICATION

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

Signed and submitted to Tomball Economic Development Corporation on this, the 21st day of May, 2026.

Applicant: Black Forest Flex Park, LLC

Signature: [signature]

Address: 27210 Hwy 249
Tomball, TX 77375

Phone No.: (913) 980-3887

Applicant: _____

Signature: _____

Address: _____

_____

Phone No.: _____

Property Owner/Landlord: TX CRE LLC

Signature: [signature]

Address: 25511 Budde Rd Suite 1303, The Woodlands, TX 77380

Phone No.: (281) 384-3505

The State of Texas
County of Harris

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

_____
Notary Public in and for the State of Texas
My Commission Expires: 10/29/29

Juan Guillermo Hurtado
My Commission Expires
10/29/2029
Notary ID135537449

The State of Texas
County of Harris

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

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

The State of Texas
County of Harris

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

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

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

Applicant: Black Forest Flex Park, LLC

Address: 25511 Budde Rd Suite 1303, The Woodlands, TX 77380

Phone No.: (913) 980-3887

Signature:

Property Owner/Landlord: TX CRE LLC

Address: 25511 Budde Rd Suite 1303, The Woodlands, TX 77380

Phone No.: 281-384-3505

Signature:

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

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

NOTARY PUBLIC STATE OF TEXAS
Juan Guillermo Hurtado
My Commission Expires
10/29/2029
Notary ID 135537449

MAY 21 2026

Exhibit A

Legal description of subject property

LT 1 BLK 1 CROSSBAR / HCAD Account #: 1423830010001

Exhibit B

Vicinity Map of Subject Property

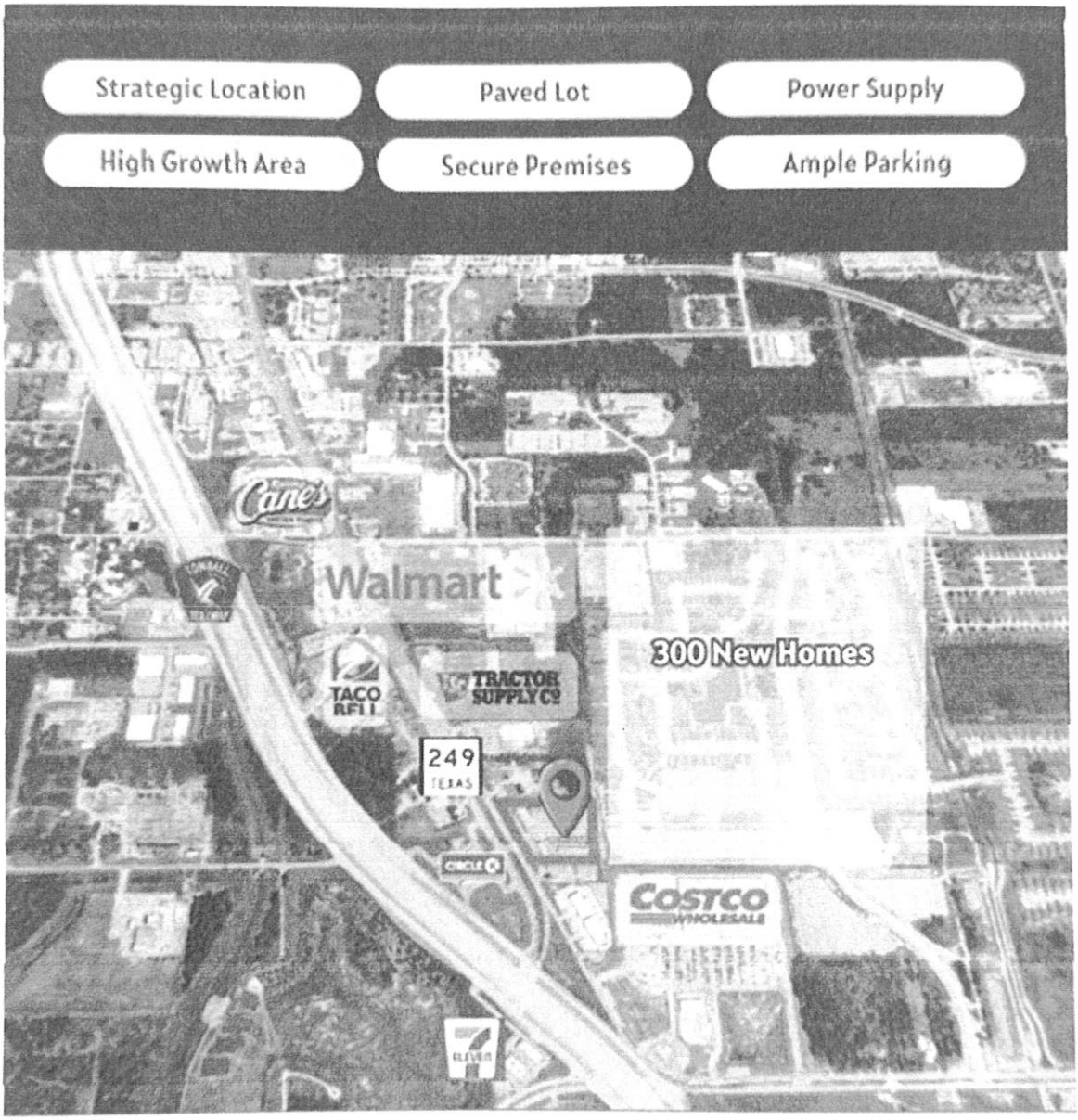
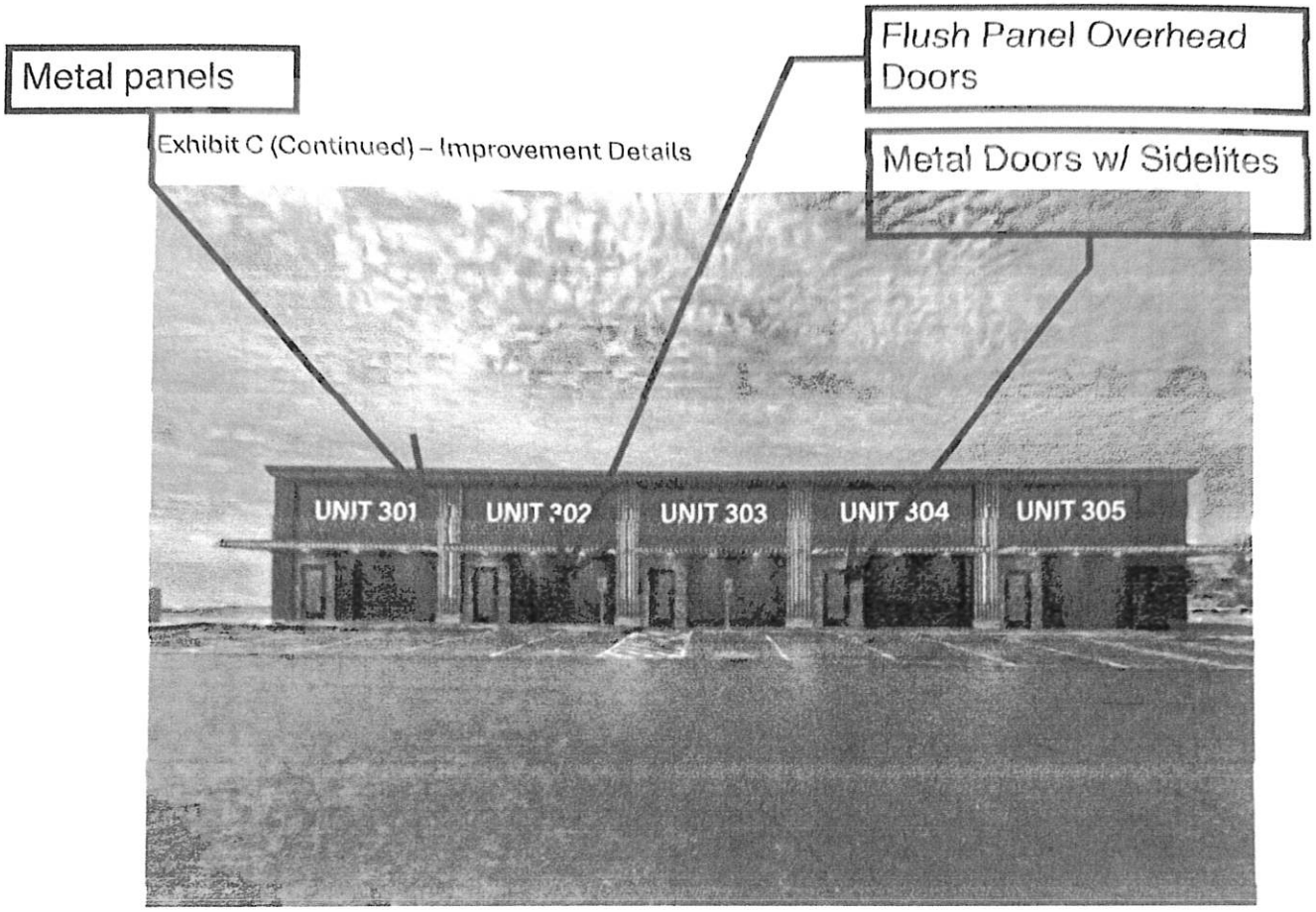
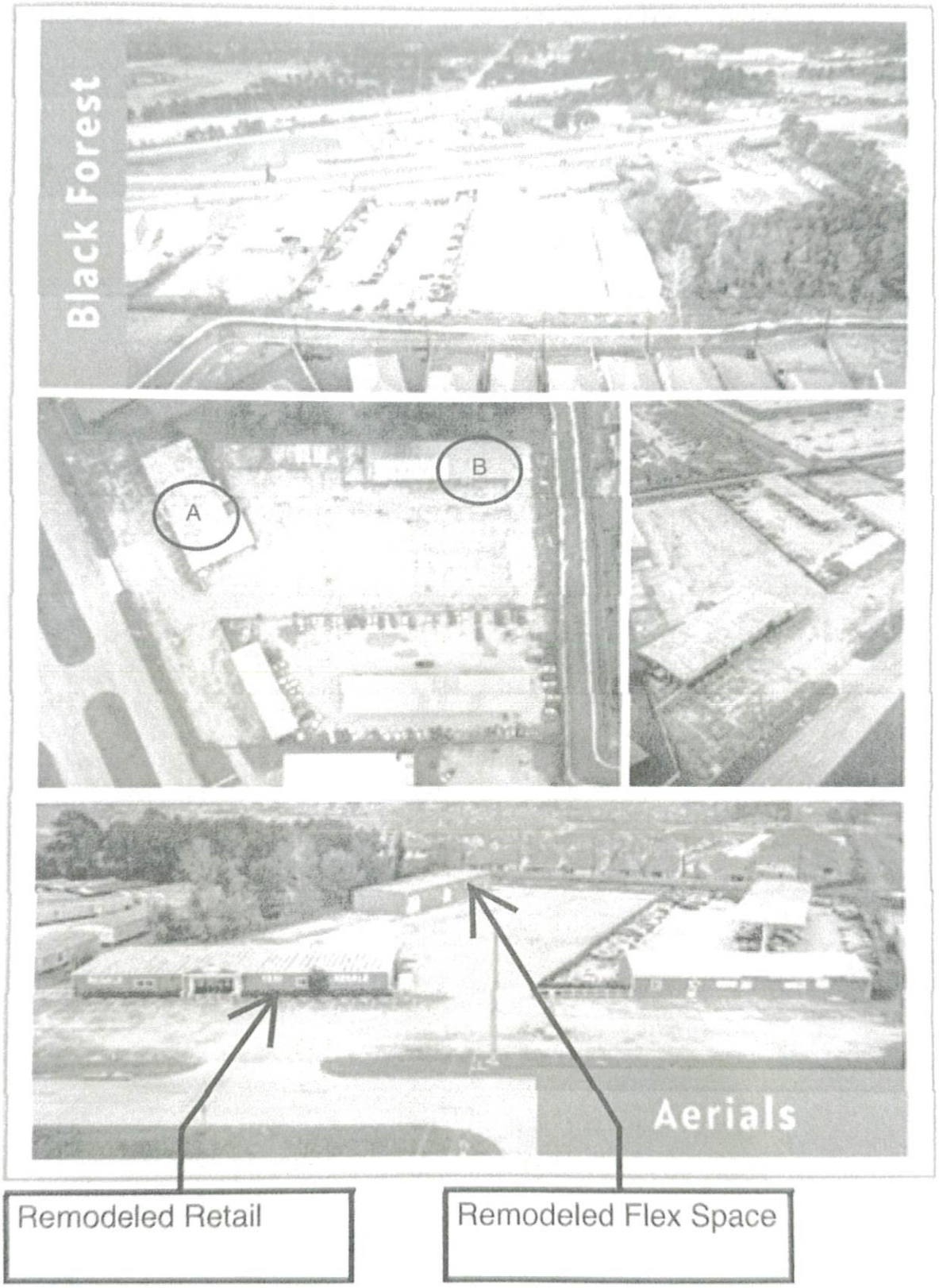


Exhibit C (Continued) – Improvement Details




Black Forest
A
B
Aerials
Remodeled Retail
Remodeled Flex Space

Acknowledgement of sign may be placed at this property stating TEDC - Business Improvement Grant Recipient.

Business Improvement Grant Program: Scoring Sheet

Project Name	Visibility	Exterior	Target Uses	Cont. Ratio	Readiness	Local	Need	Support	Longevity
Black Forest Flex Park, LLC	**9**	**8**	**7**	**9**	**10**	**8**	**10**	**8**	**10**
Bldg B									
27210 Hwy 249									
MEGA									
$431,766.25									
TEDC: $50,000.00									
APPROVED									
6/2/2026									

TOMBALL
ECONOMIC DEVELOPMENT CORP.

June 2, 2026

Mark Redlingshafer
Black Forest Flex Park, LLC
25511 Budde Rd, Suite 1303
Spring, Texas 77380

RE: CONDITIONAL APPROVAL – Business Improvement Grant MEGA – Building B

Dear Mark:

Thank you for your recent application to the Business Improvement Grant program. We are pleased to inform you that your application for the proposed improvements at **27210 Hwy 249 (Bldg B), Tomball, Texas 77375,** has received **conditional approval** from the Business Retention & Expansion (BR&E) Review Committee as of **June 2, 2026**. This conditional approval is based on the preliminary review of your application materials, including your project description, cost estimates, and proposed design concept.

Conditional Approval

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

1. **Final Approval Pending**

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

2. **No Guarantee of Funding**

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

3. **Proceeding at Your Own Risk**

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

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Process for Final Approval

Your application will be presented at the **June 9, 2026** Tomball Economic Development Corporation Board of Directors Meeting for approval. It will then proceed to the next two available Tomball City Council Meetings for final approval via two separate readings of a resolution **(First Reading: July 6, 2026 – Second Reading/Final Approval: July 20, 2026).**

Once all approvals are obtained and 60-day legal notice requirement has been fulfilled, TEDC staff will reach out to initiate execution of the grant agreement.

Project Work and Reimbursement Guidelines

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

Upon project completion, you must submit:

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

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

Financial Summary

Description	**Your Investment**	**TEDC Grant**
Eligible Improvements	$431,766.25	$50,000.00
Total Amount Available from TEDC:		**$50,000.00**

If you have any questions or need further assistance, please do not hesitate to contact our office.

Sincerely,

Tori Gleason, PCED

Project Manager
Tomball Economic Development Corporation

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Business Improvement Grant Program Agreement (the "Agreement") is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the "TEDC"), and **Black Forest Flex Park, LLC** (the "Company"), whose principal address is 27210 Hwy 249, Bldg. B, Tomball, Texas 77375.

WITNESSETH:

I. Requirements of Company

1.1. BIG Program MEGA Grant Acceptance. By executing this Agreement, the Company agrees to accept the Grant made herein according to the terms of the Business Improvement Grant ("BIG") Program Guidelines and Criteria, as attached hereto as Exhibit A (the "Criteria"). The Company acknowledges that it receives this Grant on the basis of its application for the Grant found in Exhibit B, attached hereto and hereby incorporated as part of this Agreement (the "Application"). Any substantial deviation by the Company from its proposals in the Application must be approved in writing by the TEDC prior to the construction of any proposed improvements. Failure to gain such prior written approval will be considered an Event of Default.

1.2 Improvements Approved for Reimbursement. The Company shall construct the improvements described and proposed by Company in the Application (the "Improvements") within nine (9) months of the Effective Date. In constructing the

1.3. Operations. The Company covenants and agrees that it will continue to operate its business in the city of Tomball from the Effective date through the first anniversary of the date on which the Grant is paid, according to the terms of Article II below. Failure to remain in operation during said time period shall be considered an Event of Default.

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

1.5 Compliance with Laws. The Company agrees that it will operate the Business on the Property in compliance with all applicable laws, ordinances, and regulations of the City of Tomball and the State of Texas. The Company shall not fail to timely pay any ad valorem taxes due for the Property, and shall timely make any sales tax payments to the State of Texas.

DRAFT

II. TEDC Requirements

2.1 Grant. In consideration of the Company's representations, promises, and covenants, TEDC agrees to pay the Grant of $50,000.00 as reimbursement for the construction of the Improvements.

2.2. Grant Disbursement. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of certification by the Company of the completion of the required improvements, including proof of paid receipts for all labor and materials and photographs showing completion of the Improvements in accordance with the Application.

III. Term

3.1 Term. This Agreement shall be in effect as of the Effective Date, identified below, and shall continue to the third anniversary of the date the Company begins operating the Business on the Property, unless terminated earlier according to the terms of this Agreement.

IV. Default and Remedies

4.1. General Event of Default. Failure of Developer or TEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement is an Event of Default, and such failure remains uncured for thirty (30) days after written notice of such failure from the non-defaulting party to the defaulting party in the manner provided by Section 9, below.

4.2 Other Default Events. The following shall also constitute an event of default by the Company:

- Any fraud or material misrepresentation by the Company to the TEDC
- Any insolvency or related event of Company
- Revocation of a certificate of occupancy for the Property.

4.3 Remedies. It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC.

V. Miscellaneous Terms

5.1. Binding Agreement. By executing this Agreement, the signing parties represent that they are authorized by law to execute this Agreement and agree to be bound by its terms. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

5.2. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice

DRAFT

is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company: Black Forest Flex Park, LLC
25511 Budde Rd, Suite 1303
Spring, Texas 77380
Attn: Mark Redlingshafer

5.3. Location. This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

5.4 Assignment. This Agreement may not be assigned to another party with the written consent of the other party to this Agreement.

(signature page to follow)

DRAFT

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

Black Forest Flex Park, LLC

By: _____

Name: Mark Redlingshafer___

Title: Owner_____

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Lisa Covington_____

Title: TEDC Board President __

ATTEST:

By: _____

Name: _____

Title: TEDC Board Secretary _____

DRAFT

EXHIBIT A

BIG PROGRAM GUIDELINES

E. Mega Grant:

A mega grant for up to $50,000 may be awarded for an improvement project that encompasses a multi-tenant retail, commercial, or service center.

The Project must make a minimum private investment amount of $100,000 in order to be eligible for the Mega grant bringing the total project investment to at least $150,000.

Mega grants will be reviewed competitively based upon location, existing property conditions, quality of improvements, and need. Special consideration will be given to projects visible from SH 249/SH 249 Business, FM 2920, or located in the downtown district.

The recipient of a Mega grant award would not be eligible for additional BIG funds at the same project site in the fiscal year the Mega grant was approved.

Application for Mega Grant must be made by the authorized Property Management Company or Property Owner and not on a tenant by tenant basis.

DRAFT

EXHIBIT B

COMPANY APPLICATION

VERIFICATION

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

Signed and submitted to Tomball Economic Development Corporation on this, the 21st day of May, 2026.

Applicant: Black Forest Flex Park, LLC

Signature: _____

Address: 27210 Hwy 249
Tomball, TX 77375

Phone No.: (913) 980-3887

Applicant: _____

Signature: _____

Address: _____

Phone No.: _____

Property Owner/Landlord: TX CRE LLC

Signature: _____

Address: 25511 Budde Rd Suite 1303, The Woodlands, TX 77380

Phone No.: (281) 384-3505

RESOLUTION NO. 2026-31-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND BLACK FOREST FLEX PARK, LLC TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Fifty Thousand Dollars ($50,000.00), found by the Board to be required or suitable to promote a new business development by Black Forest Flex Park, LLC; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Fifty Thousand Dollars ($50,000.00), to Black Forest Flex Park, LLC, in accordance with a Business Improvement (MEGA) Grant by and between the TEDC and Black Forest Flex Park, LLC to promote and develop a new or expanded business enterprise, to be located at 27210 Hwy 249, Bldg. B, Tomball, Texas 77375.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or

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

PASSED AND APPROVED on first reading this _____ day of _____, 202__.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day of _____, 202__.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
City Secretary

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:

Consider an application for an Indoor & Outdoor Special Events Fireworks Display by EC Entertainment to occur on July 11, 2026 at Boxwood Manor located at 945 E Hufsmith Road.

Background:

As per the Administrative Handbook EC Entertainment has submitted an application for a private indoor & outdoor fireworks display to be conducted at a wedding on July 11th at Boxwood Manor. Furthermore, Council must approve the application of any private fireworks display conducted within the City Limits.

The use of cold spark technology in pyrotechnic devices has become a popular entertainment effect that's used in various types of public events and gatherings, including weddings. All spark producing devices utilize powdered titanium or zirconium as the chemical which produces the sparkler visual effect. A common misunderstanding is that the sparks are cold. While the heat released from cold sparks is a lower temperature than standard sparklers, the heat generated from cold sparks is still capable of igniting nearby materials.

Due to the inherent risks of these devices being utilized within a structure with a large gathering of people the Fire Department does not recommend approval of the indoor display. However, the outdoor display is recommended for approval.

Origination: Fire Department

Recommendation:

Denial

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)

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

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

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

Signed Joe Sykora 06/26/2026 Approved by

Staff Member Date City Manager Date

FIREWORKS EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 1200 Rudel Dr | Tomball, Texas 77375 | (281) 351-7101

An application to stage an event within the City of Tomball shall be filed with the Tomball Fire Department at least 90 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by Tomball City Council and permitted by the Tomball Fire Department.

Date: 06/23/2026

Request for permission to conduct and Fireworks Show for the following type of event (please check one):
Festival ☐ Community Event ☐ Wedding ☑ Music Event ☐ Other (specify) ____

1. Event title: Jared Kessler Wedding at Boxwood Manor
2. Contact: Michael & Madii Phone: 701-580-3061
3. Contact address: 21927 Catoosa Dr. Spring, TX 77388
4. Contact email: mikemadii2011@gmail.com
5. Event date: 07/11/2026
6. Firework Show Event times: Start 7:45 & 11pm Finish 7:48 & 11:03pm Set-up 30 mins Breakdown 30 mins
7. Fireworks Show Type (Check All that Apply): ☐ Aerial ☑ Ground Effects Flame Effects
8. State-Licensed Fireworks Provider: Zachary Sprnill Phone: 713-202-8532
9. On-site contact: Zachary Sprnill Mobile Phone: 713-202-8532
10. Estimated number of attendees: 200
11. Detailed site map is attached: Yes ☑ No ☐
12. Is this event open to the public: Yes ☐ No ☑
13. Admission fee: $_____ Free ☑

Signature: [signature]

SPECIAL EVENT APPLICATION

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

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

Date: 06/23/2026 Is this event Co-City sponsored? Yes ☐ No ☑

Request for permission to use a public venue for the following type of event (please check one):
Festival ☐ Community Event ☐ Arts & Crafts Event ☐ Music Event ☐ Other (specify) ☑ Wedding

1. Event title: Jared Kessler Wedding at Boxwood Manor
2. Sponsoring entity: Boxwood Manor
3. Is this organization based in Tomball: Yes ☑ No ☐
4. Is this organization *non-profit* ☐ or *for-profit* ☑ *Attach 501 (c) (3) tax exemption if applicable
5. Contact: Avery Young Phone: 832-914-0222
6. Contact address: 945 E Hufsmith Rd. Tomball, TX 77375
7. Contact email: info@boxwoodmanorevents.com
8. Event date: 07/11/2026
9. Event times: Start 7:45pm Finish 11:00pm Set-up 30 mins Breakdown 30 mins
10. Is this event for charity? Yes ☐ No ☑
11. If yes, what charity? _____ Tax ID _____
12. If yes, what percentage of net proceeds will be donated to the charity? _____
13. On-site contact: Zachary Sprill Mobile #: 713-202-8532
14. Estimated number of attendees: 200
15. Detailed site map in attached: Yes ☑ No ☐
16. Is this event open to the public: Yes ☐ No ☑
17. Admission fee: $_____ Free ☑
18. Time at which event staff will begin to arrive: 3pm
19. The applicant will defend and hold harmless the city of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses. Initial MM
20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured. Initial MM
21. Name of insurance carrier: Admiral Insurance Company
22. Are Fireworks included in your event? ☐ No ☑ **Yes** (Must submit Fireworks Event Application) Flame Effects

Signature: [signature]

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

Business Name: EC Entertainment TX LLC

Business Address: 6710 Spring Stuebner Rd Ste 709 # 1021 Spring, TX 77389

Contact Name: Michael Reza Medici Phone: 701-580-3061

Email: ~~mikemedrita~~ mikemedici2011@gmail.com Date: 06/23/2026

Annual Operational Permits

The following permits are issued for the operations set forth in Sections 105.5.1 through 105.5.52 of the 2021 International Fire Code.

X	Type of Permit	Amount	Reason for Permit
	105.5.1 Additive Manufacturing	$100	To conduct additive manufacturing operations regulated by Section 320.3
	105.5.2 Aerosol products	$100	To manufacture/store/handle aerosol products in excess of 500 lbs.
	105.5.3 Amusement buildings.	$100	To operate a special amusement buildings
	105.5.4 Aviation Facilities	$150	To use a Group H or S occupancy for aircraft servicing/repair/fuel-servicing vehicles
	105.5.6 Cellulose Nitrate Film	$100	To store, handle or use cellulose nitrate film in a Group A occupancy
	105.5.7 Combustible dust producing operations	$100	For any operations producing combustible dusts as defined in Chapter 2
	105.5.8 Combustible fibers	$125	For the storage/handling of combustible fibers greater than 100 ft^3
	105.5.9 Compressed gases	$100	For the storage/use/handling of compressed gases at NTP
	105.5.10 Covered and open mall buildings	$50	To place/use combustible goods, liquid/gas-fired/open/flame producing equipt
	105.5.11 Cryogenic fluids	$100	To produce/store/transport/use/handle/dispense cryogenic fluids
	105.5.12 Cutting and welding	$75	To conduct cutting or welding operations within the jurisdiction
	105.5.13 Dry cleaning	$100	For dry cleaning business/upgrade cleaning solvent used in dry cleaning business
	105.5.14 Energy storage systems	$150	For stationary/mobile energy storage systems regulated by Section 1207
	105.5.18 Flammable and combustible liquids	$100	To use/operate/store/handle/manufacture/process/blend/dispense these liquids
	105.5.19 Floor finishing	$100	For floor finishing/surfacing operations exceeding 350 ft^2 (Class I or II liquids)
	105.5.20 Fruit and crop ripening	$100	To operate/conduct fruit/crop-ripening facility/process using ethylene gas
	105.5.22 Hazardous materials	$150	To store/transport/dispense/use/handle hazardous materials
	105.5.23 HPM facilities	$150	To store/handle/use hazardous production materials
	105.5.24 High-piled storage	$100	To use building/portion of for 500 ft^2 plus of high-piled combustible storage
	105.5.25 Hot work operations	$75	To conduct hot work operations
	105.5.26 Industrial ovens	$100	For the operation of industrial ovens
	105.5.27 Lumber yards and woodworking plants	$100	For the storage/processing of lumber exceeding 100,000 board feet
	105.5.28 Liquid/gas fueled vehicles/equipment in Assemblies	$100	To display/operate/demonstrate liquid/gas-fueled vehicles/equipt in assemblies
	105.5.29 LP gas	$100	For storage/use of LP-gas Operation of cargo tankers that transport LP-gas
	105.5.30 Magnesium	$150	To melt/cast/heat treat/grind more than 10 pounds of magnesium
	105.5.31 Miscellaneous combustible storage	$100	To store in excess of 2,500 ft^3 gross volume of combustible material
	105.5.32a Mobile food Preparation Vehicle- Verification	$50	To verify a mobile food preparation vehicle is compliant
	105.5.32b Mobile food Preparation Vehicles	$200	To operate mobile food preparation vehicles
	105.5.33 Motor fuel dispensing facilities	$125	For the operation of automotive, marine and flet motor fuel-dispensing facilities
	105.5.36 Open flames and candles	$50	To use open flames/candles in assembly areas/dining areas/drinking establishments
	105.5.37 Organic coatings	$100	For any organic-coating manufacturing operation producing more than 1 gal/day
	105.5.39a Places of assembly (50-100)	$75	To operate a place of assembly with 50-100 people
	105.5.39b Places of assembly (101-299)	$100	To operate a place of assembly with 101-299 people
	105.5.39c Places of assembly (300 or more)	$125	To operate a place of assembly with 300 or more people
	105.5.40 Plant Extraction Systems	$75	To use plant extraction systems
	105.5.43 Pyroxylin plastics	$100	For storage/handling/assembly/manufacture of/or involving pyroxylin plastics
	105.5.44 Refrigeration equipment	$150	To operate a mechanical refrigeration unit or system regulated by Chapter 6
	105.5.45 Repair garages and motor fuel-dispensing facilities	$125	For operation of repair garages
	105.5.46 Rooftop Heliports	$125	For the operation of a rooftop heliport
	105.5.47 Spraying or dipping	$150	To conduct spraying/dipping operation/the application of combustible powders
	105.5.48 Storage of scrap tires and tire byproducts	$125	To establish/conduct/maintain storage of scrap tires and tire byproducts +2,500 ft^3
	105.5.50 Tire Rebuilding Plants	$150	For the operation and maintenance of a tire-rebuilding plant
	105.5.51 Waste handling	$100	For the operation of wrecking yards/junk yards/waste material-handling facilities
	105.5.52 Wood products	$100	To store chips/hogged material/lumber/plywood in excess of 200 ft^2

I understand that the permit I have applied for may be revoked at any time for violation of the terms and conditions under which it is granted, or for any violation of the City of Tomball Fire Codes and Ordinances pertaining thereto. I also understand that this permit must be posted at the location indicated as the permitted premises.

Applicant Signature: _____ Permit Total: $ _____

Single Use Operational Permits

X	Type of Permit	Amount	Reason for Permit
	105.5.5 Carnivals and fairs.	$175	To conduct a carnival or fair
	105.5.15 Exhibits and trade shows	$75	To operate exhibits and trade shows
	105.5.16 Explosives	$150	For the manufacture/storage/handling/sale/use of any explosive materials
	105.5.17 Fire hydrants and valves	$100	To use/operate hydrants/valves with ready access from a fire access road
	105.5.21 Fumigation and insecticidal fogging	$75	For fumigation/insecticide fogging or a space using a toxic/flammable fumigant
	105.5.34 Open burning	$200	For kindling/maintaining an open fire on any public or private ground
	105.5.35 Open Flames and Torches	$50	To remove paint with a torch/use a torch/open-flame device in a wildfire risk area
	105.5.38 Outdoor assembly event	$150	To conduct outdoor assembly event with planned attendance of 1,000 persons
	105.5.41 Private fire hydrants	$100	For the removal from service, use or operation of private fire hydrants
X	105.5.42 Pyrotechnic special effects material	$150	For use and handling of pyrotechnic special effects material
	105.5.49 Temporary membrane structures and tents	$100	To operate an air-supported/special event/tent exceeding 400 ft²
	Fire Flow Test	$150	To flow water from fire hydrant for flow calculations

Construction Permits

The following permits are issued for the operations set forth in Sections 105.6.1 through 105.6.24 of the 2021 International Fire Code.

If your project requires a plan submittal, the standard plan review fee of $200.00 will be required.

	105.6.1 Automatic Fire-Extinguishing Systems	$150	For installation of/modification to an automatic fire-extinguishing system
	105.6.2 Compressed Gases	$150	To install/repair/abandon/remove/place OOS/close/modify compressed gas system
	105.6.3 Cryogenic Fluids	$150	For installation of/alteration to outdoor stationary cryogenic fluid storage systems
	105.6.4 Emergency Responder Communication Coverage System	$100	For installation/modification to in building, ERCCS & related equipment
	105.6.5 Energy Storage Systems	$150	To install energy storage systems regulated by Section 1207
	105.6.6 Fire Alarm/Detection Systems & Related Equipment	$100	For installation/modification to fire alarm & detection systems & related equipment
	105.6.7 Fire Pumps & Related Equipment	$150	For installation/modification to fire pumps & related equipment
	105.6.8 Flammable & Combustible Liquids	$150	To install/repair/modify items where flam/comb liquids are transported/stored/used
	105.6.9 Fuel Cell Power Systems	$150	To install stationary fuel cell power systems
	105.6.10 Gas Detection Systems	$150	For the installation of or modification to gas detection systems
	105.6.11 Gates/Barricades Across Fire Access Roads	$100	For installation/modification to a gate/barricade across a fire apparatus access road
	105.6.12 Hazardous Materials	$150	To install/repair/abandon/remove/place OOS/close/modify a storage facility
	105.6.13 High-Piled Combustible Storage	$150	For the installation/modification to a structure (>500 ft²) of high-piled storage
	105.6.14 Industrial Ovens	$150	For installation of industrial ovens regulated by Chapter 30
	105.6.15 LP-Gas	$150	For installation of or modification to an LP-gas system
	105.6.16 Motor Vehicle Repair Rooms & Booths	$150	To install or modify a motor vehicle repair room or booth
	105.6.17 Plant Extraction Systems	$75	For installation of or modification to plant extraction systems
	105.6.18 Private Fire Hydrants	$75	For the installation or modification of private fire hydrants
	105.6.19 Smoke Control/Smoke Exhaust Systems	$100	For installation of or alteration to smoke control or smoke exhaust systems
	105.6.20 Solar Photovoltaic Power Systems	$200	To install or modify solar photovoltaic power systems
	105.6.21 Special Event Structure	$100	To erect and take down a temporary special event structure
	105.6.22 Spraying or Dipping	$150	To install or modify a spray room, dip tank or booth
	105.6.23 Standpipe Systems	$150	For the installation/modification/removal from service of a standpipe system
	105.6.24 Temporary Membrane Structures & Tents	$100	To erect air-supported temp membrane structure/temp stage canopy/tent of >400 ft

Credit Card Draft Authorization Form

NOTE: There is an additional fee of 4% of the total permit that will be added to all Credit Card Transactions.

Project Name On Permit: Jarred Kessler Wedding at Boxwood Manor
Project Physical Address: 945 E Hufsmith Rd. Tomball, TX 77375
Project Contractor Name: EC Entertainment / Michael R Medici

Credit Card Information

Visa, Master or American Express Card ONLY

Credit Card Number: _____ Expiration Date: _____
Name on Card: _____ CVV Code: _____
Billing Address: _____ Apt/Suite No. _____
City: _____ State: _____ Zip: _____
Cell Phone: _____ Business Phone: _____
Card Holder's Email: _____

I authorize The City of Tomball to charge the account referenced above for the amount of $_____, plus a 4% credit card transaction fee. I understand that my credit card information will only be used for the purpose of a one-time Permit payment to the City of Tomball and that the City will keep my credit card information confidential.

_____ _____
Card Holder's Signature Date

Rev. 2-10-26

FLAME EFFECTS

APPICATION PACKET

ec-ent.com

TABLE OF CONTENTS

PAGE	TITLE
1	TITLE PAGE
2	TABLE OF CONTENTS
3	DISPLAY INFORMATION
4	EFFECT INFORMATION
5	SITE PLAN & ON-SITE OPERATION
6	QUALIFICATIONS & INSURANCE
10	FLAME EFFECT INFO & SAFETY
22	MATERIAL SAFTEY DATA SHEET

PAGE 2

DISPLAY INFORMATION

APPLICANT:

EC ENTERTAINMENT
6710 Spring Stubner Rd. Ste709-#1021. SPRING, TX 77389

CONTACT:

CHRIS SCHUMACHER|OWNER | 713-498-7271 | INFO@EC-ENT.COM
MICHAEL R MODIRI | 701-580-3061 | MIKEMODIRI2011@GMAIL.COM

EVENT:

WEDDING AT BOXWOOD MANOR
945 E HUFSMITH RD, TOMBALL, TX 77375

DISPLAY DATE: 07/11/26
ESTIMATED DISPLAY TIMES: 745PM & 11:00PM

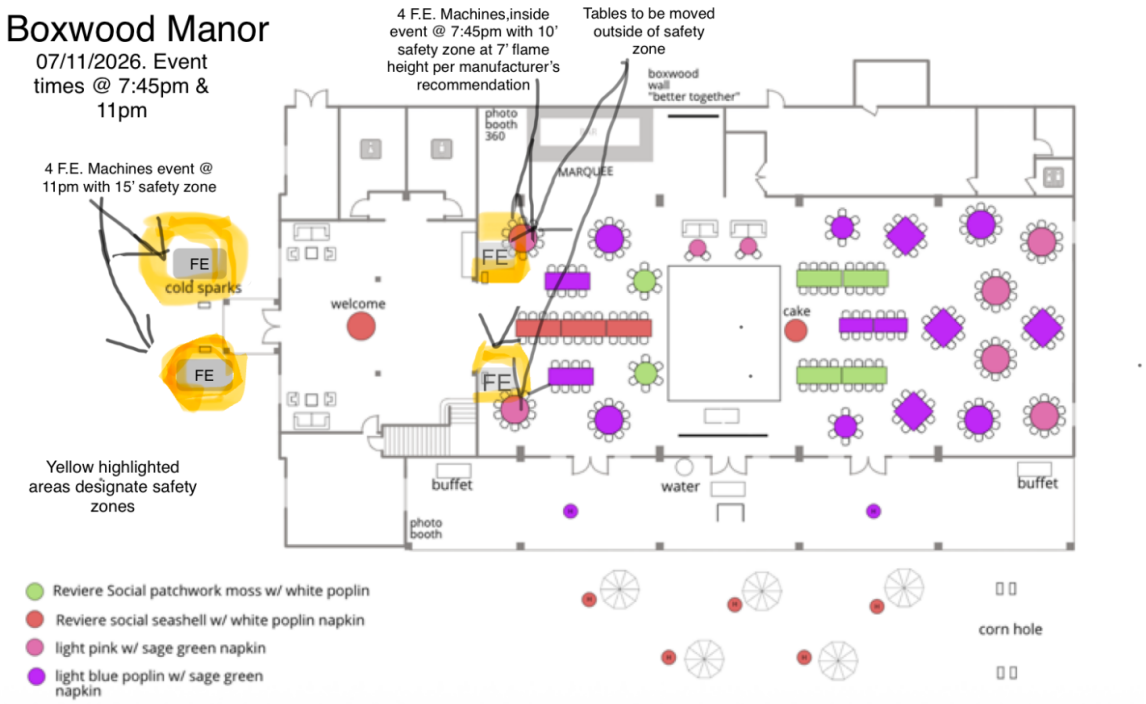
TECHNICIANS:

ZACHSPRUILL -FLAMEEFFECTSOPERATOR
713-202-8532 | ZACH@ZACHSPRUILL.COM

EFFECT INFORMATION

QTY	DESCRIPTION
4	JMAZ FIRESTORM F3 COLD SPARK MACHINES

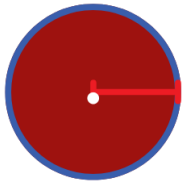
JMAZ FIRESTORM F3 MANUAL ON PAGE 10
MSDS FOUND ON PAGE 22



ON-SITE OPERATION

ColdSparkswill go off for30 seconds 2 separate timesin30secondintervals.
Total of 1 minute of runtime during a 3minuteperiod.
During grand entrance and exit.

a)Grand Entrance: 7:45pm, a 10' distance from effect to combustibles & audience will be maintained
b)Grand Exit: 11pm, a 15' distance from effect to combustibles & audience.
Audience, including Bride & Groom will remain outside of fallout zone during display. Effects placed on the floor facing upwards.



Cold Spark (effect) centered around safety distance.

PAGE 5

QUALIFICATIONS & INSURANCE

LICENSES OF THE OPERATOR
AND
COMPANY CERTIFICATE OF INSURANCE

PAGE 6

FIREWORKS FLAME EFFECTS OPERATOR'S LICENSE
TEXAS DEPARTMENTOF INSURANCE
STATE FIREMARSHAL'S OFFICE

Issued To:
Spruill, Zachary Christian

License Number
FEO-3378409
Effective Date:08-15-2025
Expiration Date: 08-15-2026

This will serve as your proof of licensure with the State Fire Marshal's Office.

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates on our website.

PAGE 7

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/22/2026

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

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

PRODUCER	CONTACT NAME:	
Bowley Insurance Agency 100 Interstate 45 N, #122 Conroe, TX 77301 License#	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Admiral Insurance Company	
INSURED EC Entertainment TX, LLC 6710 Spring Steubner Rd Ste 709-#1021 Spring, TX 77389	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20260113-08 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
				CA000003209-36-1217	06/04/2026	06/04/2027	PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Wedding with cold sparks/flame effects/pyrotechnics, Boxwood Manor. The general liability insurance policy required by this section shall be conditioned to pay the amount of money the insured becomes obligated to pay as damages because of bodily injury and property damage caused by an occurrence involving the insured or insured's servant, officer, agent, or employee in the conduct of display of pyrotechnics and flame effects.

CERTIFICATE HOLDER

Date: 7/11/26
Boxwood Manor
945 E Hufsmith Rd
Tomball, TX 77375
City of Tomball, TX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joel Bowley

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JMAZ®

FIRESTORM F3

Professional-grade cold-spark machine

No-Flame, No Smoke and No bad smell

Environmentally friendly!

Indoor & Outdoor safe!

PRODUCT MANUAL

PAGE 11

CONTENTS

NOTE: PLEASE READ THE ENTIRE PRODUCT MANUAL BEFORE USE!

Product Overview..... Pg.3
Product Features Pg.3
Safety Steps to Take..... Pg.4
Profile Buttons and Connections..... Pg.5
Setup and Loading Cold-Spark-Powder Before Use..... Pg.6
Scan Card..... Pg.6
Wireless Remote Control Functions..... Pg.7
Cleaning and Maintenance..... Pg.6 & 7
Operations 4-Button Control Pg.8
Wired Remote Control (Sold separately) Pg.9
DMX Control..... Pg.10
Technical Specifications..... Pg.10
Cleaningand Maintenance(pt.2)..... Pg.11
Warranty..... Pg.12

NOTICE

JMAZ lighting solely distributes its products through authorized dealers in order to ensure its customers receive proper services and information from the dealers. JMAZ lighting reserves the right to only offer technical support or warranty services for products purchased through authorized JMAZ lighting dealers. Please refer to our website www.jmazlighting.com for a list of authorized dealers.

For product updates, documentation, software and support please visit JMAZ LIGHTING you can find the latest version of this user manual in the product's download section.

PAGE 12

PRODUCT OVERVIEW

The Firestorm F3 is a cold spark machine designed for entertainment purposes only. With an adjustable spark height of 3-12 feet (1-3meters) it will bring your performances to a whole new level. When used properly, you will have the firework-like spark accent everyone is looking for in a safe and controlled way. Stand anywhere in the room, with a single push of a button the included RF remote control allows operation (ON/OFF) of the FIRESTORM F3 without having to point directly at the machine or you can include it into your light show by using the wired DMX port. JMAZ certified cold-spark powder is required, as many other manufacturers decide to blend other alien-non-oem chemicals which can cause the machine to clog or perform poorly. Each package of JAMZ cold-spark refill contains 400g of pure non-tampered or chemically altered powder. Each 200g of powder will give you +/- 15 minutes depending on spark height. A 400g pack is included when you buy 2 of the FIRESTORM F3 as well as a protective, rolling, stealth, road-case. The road-case can house either 2 or 4 FIRESTROM F3 machines, which make the FIRESTORM F3 the perfect choice for onstage performances, mobile DJ's/Bands, bars or nightclubs!

Product features

- Fireworks-like spark effect.
- Spark output height adjustable between 3 & 12 feet (1-3 meters). *
- Easy to use and operate via RF remote control or DMX. **
- Environmentally friendly.
- 4-button easy to use Control panel with LCD display. ***
- Self-cleaning function (see REMOTE CONTROL FUNCTIONS, for details).
- Rugged metal housing.
- 4 pack Road case available as added accessory.
- Power-Con plug input and pass through out. ****
- SCAN card to reset the timer. *****
- Refills available in 200g packs.
- +/- 7.5 minutes of use per 100g.
- 150g fill capacity.
- Able to operate an inclination angle of maximum 45 degrees.

* Recommended **indoor** spark height 1-7 Feet, Recommended **outdoor** spark height 7-12 feet.

** You can control more than one machine with the same RF remote controller; simply connect the included wireless - remote-receiver into the port of all the FIRESTORM F3 machines in use.

*** The LCD display also shows how many seconds of use remain, before the next refill.

**** Power-Con in and out can be used to link multiple FIRESTORM F3 machines to the same power outlet. **NOTE: Do NOT connect more than 3 machines to any one 15Amp outlet.**

***** Make sure to use the scan card every time you refill, this will reset the timer and give you another 1200 seconds of use for every 200g of powder.

SAFETY STEPS TO TAKE PRIOR TO USE (EVERY TIME)

NOTE: The life of the FIRESTORM F3 and the efficiency of its performance depend on YOU, by following the safety steps mentioned below, you are prolonging its life and increasing the performance. Failure to follow the precautions listed below may result in loss of manufacturer's warranty, poor performance and or a short life spam.

- Before every use, and with the power cord disconnected please inspect the machine for any physical damages, imperfections or abnormalities.
- always use proper eye protection and gloves when handling the FIRESTORM F3.
- Make sure you learn the difference between the loading/fill (input chamber) and the SPARK-EXIT chamber. The loading chamber requires you to unscrew the cap, hand tighten after loading and **under no circumstances, put the powder into the exit chamber.**
- After connecting power into the FIRESTORM F3 turn the switch ON, the FIRESTORM F3 will start the heating process and after only a couple of minutes be ready for use.
- Give the FIRESTORM F3 a clearance area of at least 5-15 feet. Please keep away from any flammable materials, any cloth, furniture, boxes, mattresses, pillows or any items that can keep the FIRESTORM F3 from operating in ventilated manner. Be sure to clean up the area around the FIRESTORM F3 after every use as small layer of dust from the cold-spark-powder can form around the perimeter.
- When the FIRESTORM F3 emits the cold spark, it is normal for some if any amount of smoke to be notice; this should only last a few short seconds.
- Never run the machine on an empty tank or allow it to run empty during use as damage to the machine may occur. Empty unused powder from the tank by flipping the machine upside down until no more powder comes out.
- Unused cold-spark-powder should be stored in an air-tight compartment; preferably, it is best to use it in its entirety. It may become harden and oxidation could develop if it's exposed to air for an extended period of time. N**ever leave unused powder inside the machine, always empty the tank and run a clean cycle (see remote control functions on how to run a clean cycle). Failure to empty the bin and running a clean cycle will damage the FIRESTORM F3.**
- Make sure the machine is turned off, cool and disconnected from a power source before and during every refill.
- Always use JMAZ lighting certified cold-spark-powder, it is the most pure, non-chemically enhanced or altered powder in the market. It will make your machine run more efficient.
- The sparks emitted from the FIRESTORM F3 are cold-sparks and non-flammable, however, it is recommended to keep your hands away from the machine as well as the spark stream. The machine housing can get hot during operation as well as during the heating process. **Make sure the machine is cleaned, not operating, has not powder inside, is turned off and has cooled down before stowing it for transportation. Failure to do so will result in a damaged machine.**
- **The FIRESTORM F3** has to be in an upright position in order to operate, it will error-out and stop working if it is tilted in any way.
- The FIRESTORM F3 is NOT water proof or resistant please keep anything wet, moisture environment or water away at all times.
- When cleaning the FIRESTORM F3make sure it is not connected to a power source, wipe off the surface parts with a soft-lint-free and dry cloth, never use solvents or detergents. Do not use anything above 135psi to air-blow-clean the internal components.
- Keep out of the reach of children and pets, throw away all packaging material immediately after unboxing and never leave the FIRESTORM unattended while running.
- Do NOT remove any of the serial numbers or warning labels, do NOT open or remove any screws from the FIRESTORM F3.

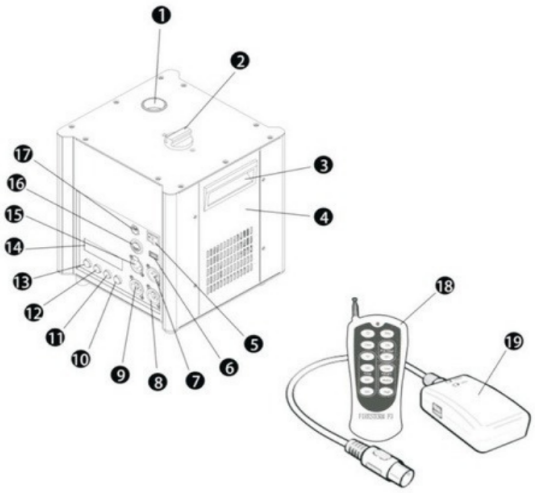
Warning – risk of fire and injuries

CAUTION!

Cold Spark Powder handling

The powder is highly flammable and can spontaneously combust when exposed to air or moisture and thereby cause fires and/or explosions. Keep away from heat, hot surfaces, sparks, open fires and other ignition sources. Do not smoke, keep away from moisture, and avoid dust formation. Always work in a well ventilated area, wear protective clothing, gloves and glasses when handling cold-spark-powder. In the case of fire, the material reaches very high temperatures and therefore requires specific extinguishing measures. Metal fire powder (fire class D) and dry sand are suitable extinguishing agents.

PROFILE BUTTONS& CONNECTIONS



1) Spark Exit chamber (NEVER! Load powder in here)
2) Loading/Fill chamber (LOAD powder here)
3) Side handles (located on Left & Right sides)
4) Cover, removable for easy access to clean internally
5) Switch to turn ON/OFF FIRESTORM F3
6) USB, for factory use ONLY.
7) Power-Con output, feeds pass-through power
8) DMX input, DMX-512 programing
9) DMX output, Pass-through to other DMX-512 devices
10) Button--ENTER
11) Button--DOWN
12) Button--UP
13) Button--Menu
14) Control panel LCD display, for easy viewing of menu options
15) Power-Con input, direct from source or other Power-Con pass-through
16) Wireless receiver input;
17) 8 Amp AGU type Fuse
18) Wireless remote controller
19) Wireless receiver; use this on every FIRESTORM F3 you wish to use. One remote control works for all of them at the same time.

CAUTION!

Operating conditions

Please read the **"Safety Steps to take"** section before using the machine.
Keep an appropriate safety distance from people, animals or any flammable material.
Always ensure sufficient ventilation and have fire-extinguishing appliances ready at all times. Wear protective clothing, gloves and glasses when necessary.
Keep device upright. The integrated "Tip Over" function automatically stops spark output whenever the maximum inclination angle of 45° is exceeded.
Allow the machine to cool down and empty the powder container before stowing or preparing for transportationt. Keep the powder away from moisture and ignition sources. Avoid dust formation around the machine. Clean the machine and the working area after each use or at least once a day.

SETUP

Setup and loading cold-spark-powder before use:

- Completely un-box the FIRESTORM F3, throw away and dispose all packing material before proceeding as this may be a choking hazard . Pay specific attention to the spark-exit-chamber and make sure there are no packing remnants inside the exit chamber.
- Place the machine on a dry and flat surface, with a clear well ventilated perimeter of at least 5-10feet. Unscrew the loading/fill cap to expose the powder recipient inside the machine. A maximum of 150g of powder will fill the machine. **Screw the cap on and hand tighten to make sure no powder comes out**.

Note: no scan card is required for the first use; the FIRESTORM comes preloaded with 1200 seconds of use. A scan card will be required after the initial 1200 seconds run out.

Scan card:

The Scan card is included with the purchase of cold-spark-powder refill, simply swipe the card to reset the 1200 seconds counter. The cards are not reusable; therefore you may only use them once.

Main connections

Connect the included (blue) Power-con cable between the 110V AC power outlet and the power input of the FIRESTORM F3. You may use the POWER OUT to daisy-chain power to other devices. **Note; make sure you stay with-in the rating-limitations of the main power source.**

Power ON

Turn power ON by putting the ON/OFF switch in the ON position. The machine will show "Standing by" and begin the warming up process which only takes few short minutes. During the warm up process, the machine will not emit sparks, once the warm-up process is completed, the LCD display will read "READY".

WIRELESS REMOTE CONTROL FUNCTIONS

1 Disconnect the DMX cable from the machine.

2 Connect the (supplied) wireless receiverto the CONTROLLER plug of the FIRESTORM F3. Note: the wireless-receiver bottom is magnetic and can be placed on the body of the FIRESTORM F3. Make sure RED LED is glowing RED before using the wireless control.

3 The remote controller LED has 2 colors, RED and GREEN. The LED glows RED when the FIRESTORM is powered ON and GREEN when the FIRESTORM is ready for use.

4 The remote control has different ways to turn ON the spark output, you can use any of the 5S, 10S, 20S, 30S, Low, Middle and High. *see the chart below for details..*

5 Refer to the following table. Use button 2 to stop spark output. During the output the display indicates "Volume Out" followed by the value set for the output volume.

Button	Function
Power	Links the remote control to the wireless receiver
Stop	STOP spark effect, regardless of what button used to turn start.
Clean	Press and hold for 10 seconds to start the self-cleaning process. *see below for details.*
ON	Starts preheating process, before use.
OFF	Stops the preheating process, firestorm will not work after this.
5S	5-second spark effect, Firestorm emits sparks for 5 seconds
10S	10-second spark effect, Firestorm emits spark fir 10 seconds
20S	20-second spark effect, firestorm emits spark for 20 seconds
30S	30-second spark effect, firestorm emits spark for 30 seconds
Low	Continuous spark effect at low height.
Middle	Continuous spark effect at middle height.
High	Continuous spark effect high height.

Note: There is a 1 second delay between button press and FIRESTORM F3 response. Make sure you press the desired function button for at least 1 second before releasing the button.

Cleaning function

The FIRESTORM F3 has a self cleaning functions which can be activated using the wireless remote control. This function should be used every time after every use, the self cleaning function helps reduce the chances of poor performance due to clogged exit-chamber. This function will clean out the exit-chamber, it will not empty any unused powder from the tank.. Clean the machine and the working area after each use or at least once a day.

CLEANING PROCESS: Allow cool down time before cleaning or handling the FIRESTORM F3.

- This process will last for 15 seconds, make sure you understand this process and take the necessary safety precautions to avoid injury. During the cleaning process the FIRESTORM will emit spark, the sparks coming out indicates powder is in the exit chamber. The sparks will stop coming out once the exit chamber is empty, to end the process you can press the STOP button. Or allow the process to end (maximum after 15 seconds from start). **Note: the cleaning-process does not empty the powder left inside the tank.**
- **To empty the tank**, flip the FIRESTORM upside down until no powder comes out, save all leftover powder in an air tight container.

OPERATION 4-BUTTON CONTROL PANEL

The built-in control panel features four hard-touch operating buttons, the display shows all operation status of the machine. The control panel allows the user to customize the DMX starting address and output height and switch on/off the automatic stop of spark output in case of the device tipping over. The machine can be operated with the wireless or cable remote control. Alternatively, it can be controlled with a DMX controller. DMX control will take priority over the manual operation.

Operating buttons

Button	Function
MENU	Scroll menu items
ENTER	Selects menu item being displayed
UP / DOWN	Setting values

Status indicators

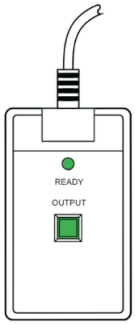
Display	Function
Heat/Warming up	The device is warming up
Ready	The device is ready for spark output
Wait/Standing by	Only powered on --Awaiting next action
Clean	Cleaning function

Menu items

Display		Function
Addr DMX512	0-512	Adjusting the starting address
Volume Out	1-100%	Adjusting the fountain height
Tip Over	ON/OFF	Activating or deactivating automatic stop of spark output in case of the device tipping over by more than 45° Note: The tipping sensor is a very important protection mechanism. It should always be activated.
Manual Test		Manual activation of spark output for test purposes with ENTER button
WorkTime		The left working time (by seconds)

WIRED REMOTE CONTROL (Sold separately)

The wired remote control is the simplest way to use the FIRESTORM F3 as it only requires a single button press to activate the spark output. It is not included; however, it is available and sold separately. You may contact JMAZ lighting or any of its distributors and request it by the description; "FIRESTORM F3 wired controller" … To use it,



1. Simply make sure no cable is connected to the DMX input.
2. Connect the wired remote control to the CONTROLLER plug of the FIRESTORM F3. The base of the controller is magnetic allowing you to attach it to the spark machine or any metal surface.
3. Once the warm-up process is completed, the display screen on the FIRESTORM F3 will read "READY" and the LED on the remote control will glow GREEN.
4. To activate the spark output, press and hold the green button on the controller. The display on the FIRESTORM F3 will read "Volume Out" followed by the value set for the output volume. Release the button to deactivate the spark output, as the sparks will come out for as long as you keep the button pressed or no more time/powder is left in the machine.

DMX512 Control

A DMX512 data link is required in order to control the device via DMX. The device provides 3-pin XLR connectors for DMX connection.

1 Using your DMX cable, connect the output of your DMX controller to the DMX input "DMX IN".

2 You can "daisy-chain" multiple machines by using the "DMX IN" and "DMX OUT" respectively.

3 If the cable length exceeds 300m or more than 20 devices are being used in the same line, it is recommended to use a DMX amplifier to ensure proper data transmission.

Adjusting the DMX start address

The machine reserves two control channels on the DMX controller. To ensure the control signals are properly directed to the machine, it must be adjusted to the DMX start address provided for it on the DMX controller. Use the MENU button to navigate to the menu item Address and confirm with ENTER. Then use the buttons UP and DOWN to set the address between 001 and 512. You can now start operating the machine via your DMX controller.

Note

Please make sure that you do not have any overlapping channels in order to control each device correctly and independently from any other fixture on the DMX data link. If two, three or more devices are addressed similarly, they will work similarly.

DMX functions

Channel 1 with Value	Function
0	Spark effect OFF
1-255	Spark effect ON 1-100 %
Channel 2 with Value	Function
0-20	Warming up function OFF, and the channel 1 is disabled
50-100	Warming up function ON. and the channel 1 is available
150-200	Cleaning function (15 seconds), channel 1 disabled

TECHNICAL SPECIFICATIONS	
Rated voltage	AC120V/60Hz
Rated power	500 W
Fuse	8A
Pre-heating time	<8 min
Spark max height	1-4Meters 3- 13 Feets
Spark height change	Support
Wireless controller	Support
Display screen board	LCD
DMX	support
DMX channel	2
DMX range	1-512
Net weight	7Kg 15.4Lbs
Gross weight	8Kg 17.64Lbs
Carton size	300*300*320 mm / 12x12x12.6

Specifications are subject to change without notice due to product improvements.

CLEANING AND MAINTENANCE

CAUTION!

Handling granules
Keep the granule away from moisture and ignition sources. Do not smoke. Avoid dust formation. Always wear protective clothes, gloves and glasses. Always ensure sufficient ventilation. In case of fire, use metal fire powder (fire class D) or dry sand as extinguishing agents.

Cleaning of the surface and the working area

Clean the machine and the working area after each use, disconnect the device from power and allow it to cool before cleaning. Only dry-clean the device. Use recommended protective gear. Avoid dust formation. Any dust deposits are to be removed dust-free with a non-sparking tool and collected in a sealable container. Bigger accumulations of dust should be covered with plastic foil before being removed. Do not raise dust more than necessary during cleaning. Blow off dust only with an explosion-proof industrial vacuum cleaner with dust class H. Caution! The material chemically reacts with water. Keep away from water!

Cleaning after every use: Very important!

Please use the self-cleaning function (mentioned before) after each use to clean the channels inside the heater from powder remnants. Failure to do so will result in clogged exit chamber. **Once the machine has cooled down**, remove the tank cap and flip-it upside-down to shake powder out of tank until it is empty. Store the leftover powder in a sealable container until reuse.

Storing leftover powder

Store any leftovers in the original containers if possible. The containers are to be marked explicitly and permanently and stored air-tight in a dry, well-ventilated room until reuse. The storage temperature must not exceed 20°C/68°F. Keep away from moisture. Do not store with materials that might cause harmful chemical reactions with the powder.

All other maintenance operations are only to be carried out by authorized dealers. Do not try to repair the device by yourself.

Should you need any spare parts, please use genuine parts. Should you have further questions, please contact JMAZ lighting directly or one of its authorized dealers.

LIMITED WARRANTY

WARRANTY DOES NOT COVER

1. Damaged due to improper installation or operation, negligence, abuse or not following the instructions, warnings or acceptable industry procedures listed on this manual.

2. Damage caused during shipment or transportation of the product. All claims of this nature must be presented to the carrier.

3. Damage caused by acts of God, war, or civil disturbance, including without limitation, flood, fire, storms, earthquakes or other acts of nature.

4. Any expenses caused for not knowing how to setup or handle the product.

5. Any product without the original serial number and factory seal, or has been serviced or modified without the authorization of JMAZ lighting.

6. Any product not distributed by an authorized JMAZ lighting dealer.

7. TheFIRESTORM comeswithone

TO OBTAIN WARRANTY SERVICE:

Contact the customer service center for assistance 626.380.0883, a detailed description of the problem is required for service. Our warranty Dept. will use 2 factors to determine warranty availability, 1. Time since you bought the product and 2. Place of purchase. All claims should be accompanied by Proof of purchase (i.e. a receipt/invoice) to determine warranty availability. An over the phone consultation will be held to help solve the issue without having to send it in, however, if the product needs to be sent to JMAZ lighting under warranty, you will receive an authorization form from the service center. The product must be delivered pre-paid to the service center. JMAZ lighting will, at our option, repair the product or replace it with a new or certified-new-reconditioned product. The replacement will be shipped back pre-paid free-of-charge, provided the product is covered under warranty.

Non-Warranty related products: products no longer under warranty or not covered under warranty. JMAZ lighting will test and diagnose free-of-charge any product no longer working (simply pay shipping to and from), our service dept. representative will email you a service form prior to mail in the product. Once we have tested and diagnose the problem, JMAZ lighting will contact you with an estimate repair cost.

MATERIAL SAFETY DATA SHEET

MATERIAL SAFETY DATA SHEET

Composite Ti for Stage Effect

CONTENT

SECTION 1: Identification of the substance and of the company
SECTION 2: Composition/information on ingredients
SECTION 3: Hazards Identification
SECTION 4: First Aid measures
SECTION 5: Firefighting measures
SECTION 6: Accidental release measures
SECTION 7: Handling and storage
SECTION 8: Exposure control/personal protection
SECTION 9: Physical and chemical properties
SECTION 10: Stability and reactivity
SECTION 11: Toxicological information
SECTION 12: Ecological information
SECTION 13: Disposal considerations
SECTION 14: Transport information
SECTION 15: Regulatory information
SECTION 16: Other information

SECTION 1: Identification of the substance and of the company

Product Name	Composite Ti for Stage Effect Firestorm F3	
Manufacturer/Company	Name	JHE TECHNOLOGY INC.
	Address	
	Telephone	626.380.0883
	Fax	626.386.3330
	Email	support@jmazlighting.com
Emergency Telephone Number		+1.626.380.0883

SECTION 2: Composition Information on ingredients

Composition:

Chemical Name	% by weight	CAS No.	Dimensions	Molecular Formula
Titanium (TI)	80	7440-67-7	180-300um	TI
Zirconium (ZR)	20	7440-32-6		ZR

Note: Abbreviation CAS No. is Chemical Abstract Service Registry Number

SECTION 3: Hazards identification

Fatalness Grade	In accordance with the Catalog of Hazardous Chemicals of China, the materials are not dangerous goods
Invasion Route	Inhalation
Health Hazards	There is no report of composite Ti for stage effect in industry.
Environment Hazards	No known significant effects.
Burn and Burst Danger	The material is not easy to burn.

SECTION 4 & 5 : First Aid measures & Firefighting measures

Hazard characteristics	Composite Ti for stage effect can burn when in contact with high heat in an open fire and it will burn/continue to burn in carbon dioxide and nitrogen gas.
Harmful combustion product	Titanium (TI)
Suitable extinguishing media	Dry Chemical Extinguishing Agents or Sand
Unsuitable extinguishing media	Water, Foam Extinguisher or Carbon Dioxide (CO2)

SECTION 6: Accidental release measures

Release Measures	Wear appropriate respiratory and protective equipment specified in special protection section. Isolate spill area and provide ventilation. Vacuum up spill using a high efficiency particulate absolute (HEPA) air filter and place in a closed container for disposal. Take care not to raise dust.

SECTION 7: Handling and storage

Precautions for safe handling	Operator must undergo special training & strictly comply with the operating procedures. The operator is recommended to wear self-absorption filter dust masks, chemical safety glasses and chemical gloves. Workspace must be away from fire and heat sources. Always provide sufficient ventilation to maintain concentrations at or below TLV. Avoid producing dust. Avoid contact with acids. Store in a cool dry place in a tightly sealed container.

Conditions for safe storage	Store in a cool well ventilated warehouse away from fire and heat sources. This should always be stored separately from acids and always avoid mixed storage. Ventilation systems must provide sufficient ventilation to maintain concentrations at or below TLV. The storage area should be equipped with appropriate materials to contain leakage.

SECTION 8: Exposure Controls/Personal protection

MAC (mg/m3)	OSHA PEL: 5mg/m3 as ZIRCONIUM ACGIH TLV: 5mg/m3 as ZIRCONIUM
Monitoring method	Two xylenol orange colorimetry
Engineering control	General special protection not required, but always prevent dust hazards
Respiratory protection	NIOSH approved dust/mist respirator
Eye protection	Wear chemical safety glasses
Body protection	Wear general protective clothing
Hand protection	Wear chemical gloves

SECTION 9: Physical and chemical properties

Appearance and properties: Grey/White Grain	PH: N/A
Melting point: 3034 Deg. F (Titanium)	
Relative density (Water=1) 5.7	
Saturated vapor pressure PSI N/A	
Critical temperature (F) N/A	Critical pressure PSI N/A
Ignition temperature (F) N/A	Flash point (F) N/A
Upper explosion limit: N/A	Lower explosion limit: N/A
Solubility: Insoluble in water	
Uses: In the manufacture of nuclear industry and corrosion resistant alloy, used as metallurgical oxygen and as a chemical reagent.	

SECTION 10: Stability and reactivity

Stability	Stable
Incompatibility:	Air, oxidizing agents, halogens, halocarbons, mineral acids
Conditons to avoid	Open flame
Polymerization hazard	Willnot occur
Decompositon product	None

SECTION 11: Toxicological information

Acute toxicity	LD50: no data LC50: no data
Acute poisoning	N/A
Chronic poisoning	N/A
Irritation	Mild irritation
Sub-acute and chronic toxicity	N/A
Mutagenicity	N/A
Teratogenicity	N/A
Carcinogenicity	N/A

SECTION 12: Ecological information

Eco toxicity	No data available
Biodegradability	N/A
Non-biological degradation	N/A
Biological accumulation	N/A

SECTION 13: Disposal considerations

Property of waste	N/A
Waste disposal method	Dispose of in accordance with local, state and Federal regulations

SECTION 14: Transport information

Dangerous goods Number	Not a hazardous material
UN Number	N/A
Packing mark	N/A
Packaging category	N/A
Packing	Galvanized drum with a large diameter seal cover and barrel lined with plastic film. Individual use packages are sealed plastic film.
Transporation note:	Keep away from open flames and high heat sources. Railway transportation prohibits humping.

SECTION 15: Regulatory information

Dangerous chemical safety management regulations (344 of the State Council, March 15, 2002), workplase safety use chemical regulations (423 decree of the labor department, 1966) and other laws and regulation provide the safe use, production, storage, transportation, loading and unloading of hazardous chemicals. Classification and Marking of Dangerous Chemicals (13690-92 GB) provide composit TI for stage effect as class 5.14 (In case of fire and high temperature material can burn).

SECTION 16: Other information

Reference	
Filing time	January 1, 2018
Filing department	Technology & Design Department
Data audit department	Chief Engineering Office
Modification Description	Flammability of Composite Ti for state effects relates to size. The smaller the size, the easier to burn. The size use in the range of 180-300um composite Ti for stage effects is not easy to burn.

FIRE DEPARTMENT WRITTEN NOTICE

THIS IS A WRITTEN STATEMENT CERTIFYING THAT THE RESPONDING FIRE DEPARTMENT HAS BE NOTIFIED OF THE USE OF FLAME EFFECTS ON 05/16/26.

ON 04/30/26 I CALLED HARRIS COUNTY ESD 21 FIRE DEPARTMENT VIA PHONE NUMBER 7138873905 AND SPOKE WITH LAURIE GROGG ABOUT THE FLAME EFFECTS TO BE USED AT SANDLEWOOD MANOR 22402 HOLLY CREEK TRAIL, TOMBALL, TX 77377 ON MAY 16, 2026 AT APPROXIMATELY 10:00PM.

DATE FIRE DEPARTMENT WAS CONTACTED
04/30/26

NAME OF THE FIRE DEPARTMENT
HARRIS COUNTY ESD 21

NUMBER CALLED TO MAKE NOTIFICATION
7138873905

FIRE DEPARTMENT OFFICIALS FIRST AND LAST NAME THAT WAS NOTIFIED
LAURIE GROGG

PAGE 27

Tomball Flame Effects Plan Guidelines

Mike,

I'm trying to make sure you include everything that Council may ask about and you don't have anything regarding standby personnel or extinguishers. I'm including requirements for a pyrotechnics plan, which I think you have most of the items already, and extinguishers. Could you provide as much information regarding these as possible? Also, I need to know if the indoor event will need to bypass the smoke alarms or not because that adds additional requirements.

No, smoke alarms will not need to be bypassed.

The plan shall include the following:

(1) Name of the person, group, or organization sponsoring the production

Boxwood Manor. Avery Young - email: info@boxwoodmanorevents.com phone# 832-914-0222

(2) Date and time of day of the production

07/11/2026. 2 events, a) first at 7:45pm and b) the second at 11pm

(3) Exact location of the production

Boxwood Manor. 945 E Hufsmith Rd., Tomball, TX 77375

a) First event will be inside the event hall, machines set to each side of the main sliding doors entering the event hall.

b) Second event will be outside the main exit doors, machines set on each side of the walkway away from sidewalk.

(4) Name of the person actually in charge of firing the pyrotechnics (i.e., the pyrotechnic operator)

Zachary Spruill is the FEO

(5) Number, names, and ages of all assistants who are to be present

No assistants

(6) Qualifications of the pyrotechnic operator

Licensed FEO

(7) Pyrotechnic experience of the operator

1 year as a licensed FEO and fluent with the operation of cold sparks.

(8) Confirmation of any applicable state and federal licenses held by the operator or assistant(s)

FEO-3378409. License attached to previous email

(9) Evidence of the permittee's insurance carrier or financial responsibility

Admiral Insurance Company. Certificate # 20260113-08. Attached to previous email

(10) Number and types of pyrotechnic devices and materials to be used, the operator's experience with those devices and effects, and a definition of the general responsibilities of assistants

JMAZ Firestorm F3 cold spark machines. 4 cold spark machines will be utilized. Inside and outside cold sparks composite TI powder. Owned by the operator, fluent with the operating manual and has used devices many times. Operator will announce safety precautions and zone before each event. If anyone enters the safety zone, flame effects will be stopped. In case of fire, he will respond accordingly to extinguish any flames.

(11) Diagram of the grounds or facilities where the production is to be held that shows the point at which the pyrotechnic devices are to be fired, the fallout radius for each pyrotechnic device used in the performance, and the lines behind which the audience is to be restrained

Diagram attached

ON-SITE OPERATION

Cold Sparks will go off for 30 seconds 2 separate times in 30 second intervals.

Total of 1 minute of run time during a 3-minute period.

During grand entrance and exit.

A. Grand Entrance: 7:45pm (10’ distance from effect to combustibles & audience)
B. Grand Exit: 11pm (15' distance from effect to combustibles & audience. Audience, including Bride & Groom will remain outside of fallout zone during display)

All effects are placed on floor.

Effect Height of 7’ inside and 10’ - 15’ outside as per manufacture recommendation.

Diagram placement is approximate.

(12) Point of on-site assembly of pyrotechnic devices

All effects are placed on floor. Facing straight up.

(13) Manner and place of storage of the pyrotechnic materials and devices

Materials and devices are stored in closed equipment cases when not in use. Away from the audience.

(14) Safety data sheet (SDS) for the pyrotechnic material(s) to be used

MSDS’s are attached

(15) Certification that the set, scenery, and rigging materials are inherently flame-retardant or have been treated to achieve flame-retardancy

Inside, 10’ distance from effect to combustibles & audience at 7’ flame height per manufacturer’s recommendation. Outside, 15' distance from effect to combustibles & audience with 10-15’ flame height.

(16) Certification that all materials worn by performers in the fallout area during use of pyrotechnic effects shall be inherently flame-retardant or have been treated to achieve flame-retardancy

N/A, operator will remain in the safe zone

(17) In the case of a hybrid flame effect, identification of those portions of the flame effect that require compliance with NFPA 160 and those portions that require compliance with NFPA 1126

N/A

The following shall be provided in addition to those extinguishers required for the building:

1. Two pressurized water extinguishers, each with a minimum rating of 2-A

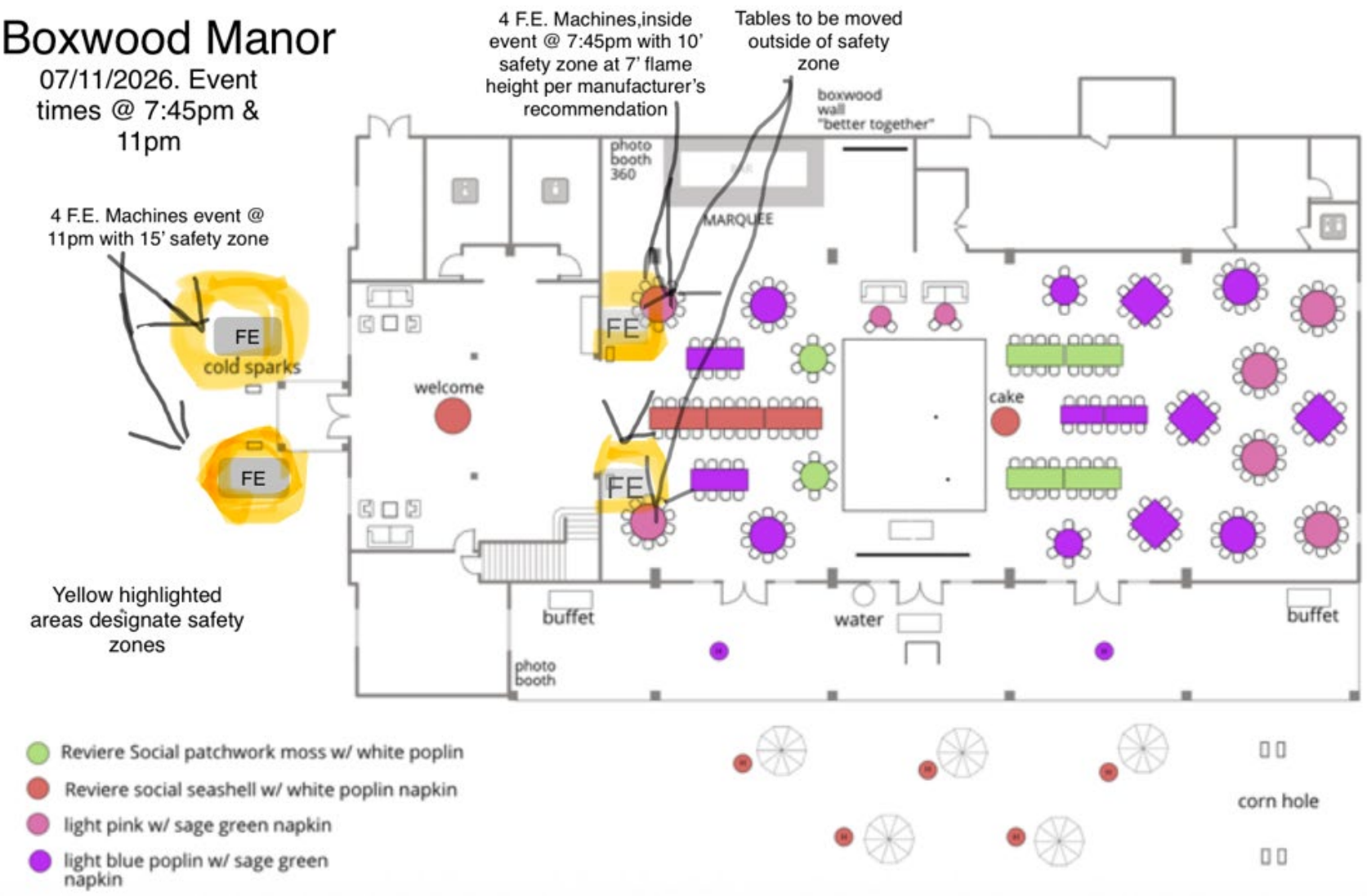
2. Two extinguishers, each with a minimum rating of 10-B:C; two extinguishers that can extinguish the fuel source being used; or extinguishing agents that can extinguish the fuel source being used

(2) 10lb. ABC extinguishers will be present along with sand per manufacturer’s recommendation.

The extinguishers shall be placed so that at least one is located on each opposing side of the area where pyrotechnics are used.

Boxwood Manor

07/11/2026. Event times @ 7:45pm & 11pm



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/22/2026

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

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

PRODUCER	CONTACT NAME:	
Bowley Insurance Agency 100 Interstate 45 N, #122 Conroe, TX 77301 License#	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Admiral Insurance Company	
INSURED EC Entertainment TX, LLC 6710 Spring Steubner Rd Ste 709-#1021 Spring, TX 77389	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20260113-08 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY			CA000003209-36-1217	06/04/2026	06/04/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Wedding with cold sparks/flame effects/pyrotechnics, Boxwood Manor. The general liability insurance policy required by this section shall be conditioned to pay the amount of money the insured becomes obligated to pay as damages because of bodily injury and property damage caused by an occurrence involving the insured or insured's servant, officer, agent, or employee in the conduct of display of pyrotechnics and flame effects.

CERTIFICATE HOLDER

Date: 7/11/26
Boxwood Manor
945 E Hufsmith Rd
Tomball, TX 77375

City of Tomball, TX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joel Bowley

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Flame Effects Plan for Boxwood Manor on 07/11/2026

1. 4 flame effects (cold sparks) machines will be utilized. First event at 7:45pm, grand entrance and second event at 11pm for grand exit.

2. For grand entrance, 2 machines will be set up on each side of the main entrance doors inside. Per manufacturers recommendations, there will be a 10' safety zone with 7' flame height around the machines. No one, including bride and groom will be allowed inside the safety zone. Announcements will be made to the audience before each event.

3. For grand exit, the machines will be set up outside of the main entrance doors, 2 on each side. A 15' safety zone around the machines will be maintained. No one, including bride and groom will be allowed inside the safety zone.

4. After events, machines will be removed and stored in cases. After grand exit, the machines will be cleared/cleaned while no audience is present.

5. The events will be held on 07/11/2026. Once starting at 7:45pm ending at 7:48pm and again at 11pm ending at 11:03pm.

6. The Tomball Fire Department 1 was contacted on 06/22/2026. Spoke with Jeff Cook at 4:32pm.

7. Police department contacted at 281-351-5451 then transferred to Sgt White's extension. Voicemail left at 12:31pm.

8. Diagram of flame effects locations, time of event and safety zone attached.

9. Certificate of insurance attached.

10. Shooter: Zachary C. Spruill

FEO-3378409. Phone #713-202-8532. Email: zach@purelymail.com

Copy of license and ID attached.

Boxwood Manor
07/11/2026. Event times @ & 7:45pm & 11pm
4 F.E. Machines event @ 11pm with 15' safety zone
4 F.E. Machines,inside event @ 7:45pm with 10' safety zone at 7' flame height per manufacturer's recommendation
boxwood wall "better together"
photo booth 360
MARQUEE
FE
FE
FE
FE
welcome
cake
buffet
water
buffet
photo booth
Reviere Social patchwork moss w/ white poplin
Reviere social seashell w/ white poplin napkin
light pink w/ sage green napkin
light blue poplin w/ sage green napkin
corn hole

Safety Data Sheet

Cold Sparks Composite TI Powder

Issue Date: 01-01-2023
Revision Date: 01-01-2023

SECTION 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product Identifier

Identification on the Label/Trade Name:	Cold Sparks Composite TI Powder
Additional Identification:	Not Available
Identification of the Product:	See Section 3
Index Number:	See Section 3
REACH Registration No.:	See Section 3

1.2 Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

1.2.1 Identified Uses

A kind of consumables of the deductive equipment

1.2.2 Uses Advised Against

Not Available

1.3 Details of the Supplier of the Safety Data Sheet

Supplier

Global Special Effects
11054 County Road 71
Lexington, AL 35648
info@globalspecialeffects.com
(256) 229-5551

1.4 Emergency Telephone Number

(256) 229-5551

SECTION 2: Hazards Identification

2.1 Classification of the Substance or Mixture

2.1.1 Classification:

This product does not meet the criteria for classification in any hazard class according to Regulation (EC) No 1272/2008 on classification, labeling, and packaging of substances and mixtures.

2.2 Label Elements

Hazard Pictograms:	No Hazard Pictogram is Used
Signal Word(s):	No Signal Word is Used
Hazard Statement:	Not Applicable
Precautionary Statement:	Not Applicable

2.3 Other Hazards

Not Available

SECTION 3: Composition/Information on the Ingredients

Substance/Mixture:	Mixture
Ingredients:	Metal Granules Mixture This metal granules ingredients are in Compliance with the Dangerous Substances Directive 67/548/EEC or Regulation (EC) No. 1272/2008.

SECTION 4: First Aid Measures

4.1 Description of First Aid Measures:

In all cases of doubt, or when symptoms persist, seek medical attention.

4.1.1 In Case of Inhalation

Move to fresh air and keep at rest in a comfortable position for breathing. Seek medical attention if adverse health effects persist or are severe.

4.1.2 In Case of Skin Contact

Wash off with soap and plenty of water. Remove any contaminated clothing. Seek medical attention if adverse health effects persist or are severe.

4.1.3 In Case of Eye Contact

Rinse eyes with plenty of water, occasionally lifting the upper and lower eyelids. Remove contacts if able. Seek medical attention if adverse health effects persist or are severe.

4.2 Most Important Symptoms and Effects, Both Acute and Delayed:

The product is not classified as harmful to human health.

4.3 Indication of Any Immediate Medical Attention and Special Treatment Needed:

Symptomatic treatment

SECTION 5: Firefighting Measures

5.1 Extinguishable Media:

Suitable Extinguishing Media:	Sand
Unsuitable Extinguishing Media:	Dry powder fire extinguisher, water, carbon dioxide, and foam air extinguisher

5.2 Special Hazards Arising from the Substance or Mixture

The material could be burned when contact with open fire and it could also be burned in carbon dioxide and nitrogen gas. Harmful combustion product: carbon oxides.

5.3 Advice for Firefighters

Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6: Accidental Release Measures

6.1 Personal Precautions, Protective Equipment, and Emergency Procedures

6.1.1 For Non-Emergency Personnel:	Evacuate area. Provide adequate ventilation. Recommended emergency personnel wear self-positive pressure respirator, wear ordinary work clothes.
6.1.2 For Emergency Responders:	Avoid skin and eye contact. Refer to Section 8 of Safety Data Sheet for personal protection details.

6.2 Environmental Precautions: Avoid disposing into drainage/sewer system or directly into the aquatic environment.

6.3 Methods and Material for Containment and Cleaning Up:

Methods for Cleaning Up: A small amount of leakage: Use non-sparking tools to collect, dry, and clean the material and store in a container with a cap for recovery.
A large number of leaks: Cover with plastic sheet or canvas. Use non-sparking tools to collect for recovery.

6.4 Reference to Other Sections: See Section 7 for information on safe handling.
See Section 8 for information on personal protection equipment.
See Section 13 for information on disposal.

SECTION 7: Handling and Storage

7.1 Precautions for Safe Handling:

7.1.1 Protective Measures:

Operator must undergo special training; strictly comply with the operating procedures. Recommend operator to wear self-absorption filter dust masks, chemical safety glasses, and chemical gloves. Workplace must be away from fire and heat source and no smoking. Ventilation systems and equipment must be explosion proof type. Avoid contact with acids. Carry lightly and maintain complete packaging to prevent leakage. Firefighting equipment and leakage emergency treatment equipment need to be equipped with enough variety and quantity.

7.1.2 Advice on General Occupational Hygiene

Do not eat, drink, or smoke in work areas. Was hands after use. Remove contaminated clothing and protective equipment before entering eating areas.

7.2 Conditions for Safe Storage, Including Any Incompatibilities:

For safety, store in a cool, ventilated warehouse. Warehouse must be away from direct fire and heat sources. Package should remain sealed. Avoid mixed storage and store separately from acids. Ventilation systems and equipment must be explosion proof type. Mechanical equipment and tools must not spark. Storage area should be equipped with appropriate material to contain leakage

7.3 Specific End Use(s) No Data Available

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control Parameters:

8.1.1 Occupational Exposure Limits: Not Available

8.1.2: Additional Exposure Limits Under Conditions of Use: Not Available

8.1.3 DNEL/DMEL and PNEC-Values: Not Available

8.2 Exposure Controls:

8.2.1 Appropriate Engineering Controls: General special protection is not necessary, but be mindful to prevent smoke and dust hazards.

8.2.2 Individual Protection Measure, Such as Personal Protective Equipment

Eye/Face Protection:	Goggles, when dust concentration exceeds the standard, wear chemical safety glasses.
Hand Protection:	Wear chemical gloves.
Body Protection:	Wear general protective clothing.
Respiratory Protection:	When dust concentration exceeds the standard, it is recommended to wear self-absorption filter dust masks.

Thermal Hazards:	Wear suitable protective clothing to prevent heat.
8.2.3 Environmental Exposure Controls:	Avoid discharge into the environment. Dispose of rinse water in accordance with local and national regulations.

SECTION 9: Physical and Chemical Properties

9.1 Information on Basic Physical and Chemical Properties

Appearance:	Solid
Color:	Ash Black
Odor:	Odorless
Odor Threshold:	Not Available
pH:	Not Available
Melting Point/Range (ºC):	Not Available
Boiling Point/Range (ºC):	Not Available
Flash Point (ºC):	Not Available
Evaporation Rate:	Not Available
Flammability Limit - Lower (%):	Not Available
Flammability (Solid, Gas):	Not Available
Ignition Temperatures (ºC):	Not Available
Upper/Lower Explosive Limits:	Not Available
Vapor Pressure (20ºC):	Not Available
Vapor Density:	Not Available
Relative Density:	5.7
Bulk Density (kg/m³):	Not Available
Water Solubility (g/l):	Insoluble in Water
n-Octanol/Water (log Po/w):	Not Available
Auto-Ignition Temperature:	4000ºC
Dynamic Viscosity (mPa S):	Not Available
Explosive Properties:	Not Available
Oxidizing Properties:	Not Available

9.2 Other Information

Fat Solubility (Solvent - Oil to be Specified):	Soluble in hot concentrated acid, hydrofluoric acid, sulfuric acid, and aqua regia.
Surface Tension:	Not Available
Dissociation Constant in Water (pKa):	Not Available
Oxidation-Reduction Potential:	Not Available

SECTION 10: Stability and Reactivity

10.1 Reactivity:	The substance is stable under normal storage and handling conditions.
10.2 Chemical Stability:	Stable at room temperature in closed containers under normal storage and handling conditions.
10.3 Possibility of Hazardous Reactions:	No dangerous reactions known.
10.4 Conditions to Avoid:	Incompatible materials. Avoid heat, air, moisture.
10.5 Incompatible Materials:	Acid, oxygen, and lead.
10.6 Hazardous Decomposition Products:	Refer to Section 5.2.

SECTION 11: Toxicological Information

11.1 Information on Toxicological Effects:

Acute Toxicity:	Not Classified.
Skin Corrosion/Irritation:	Not Classified.
Serious Eye Damage/Irritation:	Not Classified.
Respiratory or Skin Sensitization:	Not Classified.
Germ Cell Mutagenicity:	Not Classified.
Carcinogenicity:	Not Classified.
Reproductive Toxicity:	Not Classified.
STOT-Single Exposure:	Not Classified.
STOT-Repeated Exposure:	Not Classified.
Aspiration Hazard:	Not Classified.

SECTION 12: Ecological Information

12.1 Toxicity:	According to the criteria of the European Classification and Labeling System, the substance/product has not to be labeled as “dangerous for the environment.”
12.2 Persistence and Degradability:	Not Available.
12.3 Bioaccumulative Potential:	Not Available.
12.4 Mobility in Soil:	Not Available.
12.5 Results of PBT and vPvB Assessment:	Not Available.
12.6 Other Adverse Effects:	Not Available.

SECTION 13: Ecological Information

13.1 Waste Treatment Methods:	The material should be disposed by incineration in a chemical incineration in compliance with national and regional requirements.

SECTION 14: Transport Information

	Land Transport (ADR/RID)	Inland Waterways (AND)	Sea Transport (IMDG)	Air Transport (IACO/IATA)
UN Number	Not Regulated	Not Regulated	Not Regulated	Not Regulated
UN Proper Shipping Name	Not Regulated	Not Regulated	Not Regulated	Not Regulated
Transport Hazard Class(es)	Not Regulated	Not Regulated	Not Regulated	Not Regulated
Packing Group	Not Regulated	Not Regulated	Not Regulated	Not Regulated
Environmental Hazards	No	No	No	No
Special Precautions for User	Section 2.2	Section 2.2	Section 2.2	Section 2.2
Transport in Bulk According to Annex II of Marpol and the IBC Code	Not Regulated	Not Regulated	Not Regulated	Not Regulated

SECTION 15: Regulatory Information

15.1 Safety, Health, and Environmental Regulations/Legislation Specific for the Substance or Mixture

Relevant Information Regarding Authorization: Not Applicable

Relevant Information Regarding Restriction: Not Applicable

Other EU Regulations: Employment restrictions concerning young persons must be observed. For use only by technically qualified individuals.

Other National Regulations: Not Applicable

15.2 Chemical Safety Assessment: No

SECTION 16: Other Information

16.1 Indication of Changes: Amended by (EU) 2015/830

16.2 Abbreviations and Acronyms:

ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road
RID: Regulation for All Rail International Transportation of Dangerous Goods
ADN: European agreement concerning the International Carriage of Dangerous goods by Inland Waterways
IMDG: International Maritime Dangerous Goods Code
ICAO: International Civil Aviation Organization
IATA: International Air Transportation Association
LC50: Median Lethal Concentration
EC50: The effective concentration of substances that causes 50% of the maximum response
NOEC: No Observed Effect Concentration
DNEL: Derived No-Effect Level
PNEC: Predicted No-Effect Concentration

16.3 Key Literature References and Sources for Data

ECHA Registered Substances Data

16.4 Training Instructions:

Not Applicable

16.5 Further Information:

This information is based upon the present state of our knowledge. This SDS has been compiled as is solely intended for this product.

16.6 Notice to Reader:

Employers should use this information only as a supplement to other information gathered by them, and should make an independent judgment of suitability of this information to ensure proper use and protect the health and safety of others. This information is furnished without warranty, and any use of the product not in conformance with this Safety Data Sheet, or in combination with any other product or process, is the responsibility of the user.

SAFETY DATA SHEET

Creation Date 14-May-2010 **Revision Date** 21-Dec-2025 **Revision Number** 5

This safety data sheet was created pursuant to the requirements of: US OSHA Hazard Communication Standard 2024 (29 CFR 1910.1200)

1. Identification

Product Name **Titanium powder, hydrided**

Cat No. : **36678**

CAS No 7440-32-6
Synonyms No information available

Recommended Use Laboratory chemicals.
Uses advised against Food, drug, pesticide or biocidal product use.

Details of the supplier of the safety data sheet

Company
Thermo Fisher Scientific Chemicals, Inc.
30 Bond Street
Ward Hill, MA 01835-8099
Tel: 800-343-0660
Fax: 800-322-4757

Emergency Telephone Number
For information **US** call: 001-800-227-6701 / **Europe** call: +32 14 57 52 11
Emergency Number **US:**001-201-796-7100 / **Europe:** +32 14 57 52 99
CHEMTREC Tel. No. **US:**001-800-424-9300 / **Europe:**001-703-527-3887

2. Hazard(s) identification

Classification
This chemical is considered hazardous according to [US] OSHA (29 CFR 1910.1200, 2024)

Flammable solids	Category 1
Combustible dust	Yes

Label Elements

Signal Word
Danger

Hazard Statements
May form combustible dust concentrations in air
Flammable solid

Precautionary Statements
Prevention
Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking
Ground and bond container and receiving equipment
Use explosion-proof electrical/ventilating/lighting equipment
Wear protective gloves/protective clothing/eye protection/face protection
Fire
In case of fire: Use CO2, dry chemical, or foam to extinguish
Storage
Store in a well-ventilated place. Keep container tightly closed
Hazards not otherwise classified (HNOC)
None identified

Hazards classified under paragraph (d)(1)(ii) of 1910.1200
No information available

3. Composition/information on Ingredients

Component	CAS No	Weight %
Titanium, powder	7440-32-6	>95

4. First-aid measures

General Advice If symptoms persist, call a physician.

Eye Contact Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention.

Skin Contact Wash off immediately with plenty of water for at least 15 minutes. If skin irritation persists, call a physician.

Inhalation Remove to fresh air. If not breathing, give artificial respiration. Get medical attention if symptoms occur.

Ingestion Clean mouth with water and drink afterwards plenty of water. Get medical attention if symptoms occur.

Most important symptoms and effects None reasonably foreseeable.

Notes to Physician Treat symptomatically

5. Fire-fighting measures

Suitable Extinguishing Media Dry sand. approved class D extinguishers.

Unsuitable Extinguishing Media No information available

Flash Point No information available

Method - No information available

Autoignition Temperature 250 °C / 482 °F

Explosion Limits

Upper	No data available
Lower	No data available
Sensitivity to Mechanical Impact	No information available
Sensitivity to Static Discharge	No information available

Specific Hazards Arising from the Chemical
Flammable. Dust can form an explosive mixture with air. Combustible material. Fine dust dispersed in air may ignite.

Hazardous Combustion Products
Titanium oxides.
Protective Equipment and Precautions for Firefighters
As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

NFPA

Health	Flammability	Instability	Physical hazards
0	4	1	N/A

6. Accidental release measures

Personal Precautions Ensure adequate ventilation. Use personal protective equipment as required. Avoid dust formation.

Environmental Precautions Should not be released into the environment. See Section 12 for additional Ecological Information. Do not allow material to contaminate ground water system. Do not flush into surface water or sanitary sewer system.

Methods for Containment and Clean Up Sweep up and shovel into suitable containers for disposal. Keep in suitable, closed containers for disposal.

7. Handling and Storage

Handling Wear personal protective equipment/face protection. Ensure adequate ventilation. Do not get in eyes, on skin, or on clothing. Avoid ingestion and inhalation. Avoid dust formation.

Storage. Keep in a dry, cool and well-ventilated place. Keep container tightly closed. Keep away from heat, sparks and flame. Flammables area. Store under an inert atmosphere. Incompatible Materials. Acids. Strong oxidizing agents. Strong acids. Halogens. oxygen. Metals. Carbon dioxide (CO2). halocarbons.

8. Exposure controls / personal protection

Exposure Guidelines This product does not contain any hazardous materials with occupational exposure limitsestablished by the region specific regulatory bodies.

Engineering Measures Use explosion-proof electrical/ventilating/lighting equipment.

Personal Protective Equipment

Eye/face Protection Wear appropriate protective eyeglasses or chemical safety goggles as described by OSHA's eye and face protection regulations in 29 CFR 1910.133 or European Standard EN166.

Skin and body protection Wear appropriate protective gloves and clothing to prevent skin exposure.

Respiratory Protection	Follow the OSHA respirator regulations found in 29 CFR 1910.134 or European Standard EN 149. Use a NIOSH/MSHA or European Standard EN 149 approved respirator if exposure limits are exceeded or if irritation or other symptoms are experienced.
Recommended Filter type:	Particulates filter conforming to EN 143.
Hygiene Measures	Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Appearance			
Physical State	Powder Solid		
Color	Grey		
Odor	Odorless		
Odor Threshold	No information available		
Property	**Values**	**Remarks**	**• Method**
Melting Point/Range	1660 °C / 3020 °F		
Softening Point	No data available		
Boiling Point/Range	3287 °C / 5948.6 °F	@ 760 mmHg	
Flash Point	No information available	**Method -** No information available	
Flammability (liquid)	Not applicable	Solid	
Flammability (solid,gas)	No information available		
Explosion Limits	No data available		
Autoignition Temperature	250 °C / 482 °F		
Decomposition Temperature	No data available		
pH	Not applicable		
Viscosity	Not applicable	Solid	
Water Solubility	Insoluble		
Solubility in other solvents	No information available		
Partition Coefficient (n-octanol/water)			
Vapor Pressure	No data available		
Density / Specific Gravity	4.510		
Bulk Density	No data available		
Vapor Density	Not applicable	Solid	
Particle characteristics	No data available		

Other Information

Molecular Formula	Ti
Molecular Weight	47.88
Flammable solids	Burning rate or burning time = > 2.2 mm/s or < 45 secs Wetted zone passed - Yes
Evaporation Rate	Not applicable - Solid

10. Stability and reactivity

Reactive Hazard	Yes
Stability	Moisture sensitive. Air sensitive. Pyrophoric: Spontaneously flammable in air.
Conditions to Avoid	Avoid dust formation. Keep away from open flames, hot surfaces and sources of ignition. Exposure to air. Incompatible products. Exposure to moist air or water.
Incompatible Materials	Acids, Strong oxidizing agents, Strong acids, Halogens, oxygen, Metals, Carbon dioxide (CO2), halocarbons
Hazardous Decomposition Products	Titanium oxides

Hazardous Polymerization Hazardous polymerization does not occur.

Hazardous Reactions None under normal processing.

11. Toxicological information

Information on expected route of exposure

Inhalation Avoid breathing dust or spray mist. May be harmful if inhaled.
Ingestion May be harmful if swallowed.
Eyes Avoid contact with eyes.
Skin Avoid contact with skin.

Toxicology data for the components

Toxicologically Synergistic Products No information available

(b) skin corrosion/irritation; No data available

(c) serious eye damage/irritation; No data available

(d) respiratory or skin sensitization;
Respiratory No data available
Skin No data available

(e) germ cell mutagenicity; No data available

(f) carcinogenicity;

The table below indicates whether each agency has listed any ingredient as a carcinogen

Component	CAS No	IARC	NTP	ACGIH	OSHA	Mexico
Titanium, powder	7440-32-6	Not listed	Not listed	Not listed	Not listed	Not listed

(g) reproductive toxicity; No data available

(h) STOT-single exposure; No data available

(i) STOT-repeated exposure; No data available

Target Organs None known.

(j) aspiration hazard; Not applicable
Solid

Other Adverse Effects The toxicological properties have not been fully investigated.

Symptoms / effects,both acute and delayed No information available.

Other Adverse Effects The toxicological properties have not been fully investigated.

Endocrine Disrupting Properties This product does not contain any known or suspected endocrine disruptors.

12. Ecological information

Ecotoxicity

Do not empty into drains. May cause long-term adverse effects in the environment. Do not allow material to contaminate ground water system.

Persistence and Degradability Insoluble in water May persist

Bioaccumulation/ Accumulation No information available.

Mobility Is not likely mobile in the environment due its low water solubility.

13. Disposal considerations

Waste Disposal Methods Chemical waste generators must determine whether a discarded chemical is classified as a hazardous waste. Chemical waste generators must also consult local, regional, and national hazardous waste regulations to ensure complete and accurate classification.

14. Transport information

DOT

UN-No	UN2546
Proper Shipping Name	TITANIUM POWDER, DRY
Hazard Class	4.2
Packing Group	II

TDG

UN-No	UN2546
Proper Shipping Name	TITANIUM POWDER, DRY
Hazard Class	4.2
Packing Group	II

IATA

UN-No	UN2546
Proper Shipping Name	TITANIUM POWDER, DRY
Hazard Class	4.2
Packing Group	II

IMDG/IMO

UN-No	UN2546
Proper Shipping Name	TITANIUM POWDER, DRY
Hazard Class	4.2
Packing Group	II

15. Regulatory Information

United States of America Inventory

Component	CAS No	TSCA	TSCA Inventory notification - Active-Inactive	TSCA - EPA Regulatory Flags
Titanium, powder	7440-32-6	X	ACTIVE	-

Legend:
TSCA US EPA (TSCA) - Toxic Substances Control Act, (40 CFR Part 710)
X - Listed
'-' - Not Listed

TSCA - Per 40 CFR 751, Regulation of Certain Chemical Substances & Mixtures, Under TSCA Section 6(h) (PBT) Not applicable

TSCA 12(b) - Notices of Export Not applicable

International Inventories

China, X = listed, Australia, U.S.A. (TSCA), Canada (DSL/NDSL), Europe (EINECS/ELINCS/NLP), Australia (AICS), Korea (KECL), China (IECSC), Japan (ENCS), Philippines (PICCS), Taiwan (TCSI), Japan (ISHL), New Zealand (NZIoC), Japan (ISHL).

Component	CAS No	DSL	NDSL	EINECS	PICCS	ENCS	ISHL	AICS	IECSC	KECL
Titanium, powder	7440-32-6	X	-	231-142-3	X	X		X	X	KE-33881

KECL - NIER number or KE number (http://ncis.nier.go.kr/en/main.do)

U.S. Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

SARA 311/312 Hazard Categories

Should this product meet EPCRA 311/312 Tier reporting criteria at 40 CFR 370, refer to Section 2 of this SDS for appropriate classifications.

CWA (Clean Water Act) Not applicable

Clean Air Act Not applicable

OSHA - Occupational Safety and Health Administration Not applicable

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material.

California Proposition 65 This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

Component	Massachusetts	New Jersey	Pennsylvania	Illinois	Rhode Island
Titanium, powder	-	X	-	-	-

U.S. Department of Transportation

Reportable Quantity (RQ): N
DOT Marine Pollutant N
DOT Severe Marine Pollutant N

U.S. Department of Homeland Security This product does not contain any DHS chemicals.

Other International Regulations

Mexico - Grade No information available

Authorisation/Restrictions according to EU REACH Not applicable

Component	CAS No	REACH (1907/2006) - Annex XIV - Substances Subject to Authorization	REACH (1907/2006) - Annex XVII - Restrictions on Certain Dangerous	REACH Regulation (EC 1907/2006) article 59 - Candidate List of

			Substances	Substances of Very High Concern (SVHC)
Titanium, powder	7440-32-6	-	-	-

Safety, health and environmental regulations/legislation specific for the substance or mixture

Component	CAS No	OECD HPV	Persistent Organic Pollutant	Ozone Depletion Potential	Restriction of Hazardous Substances (RoHS)
Titanium, powder	7440-32-6	Listed	Not applicable	Not applicable	Not applicable

Contains component(s) that meet a 'definition' of per & poly fluoroalkyl substance (PFAS)?
Not applicable

Other International Regulations

Component	CAS No	Seveso III Directive (2012/18/EC) - Qualifying Quantities for Major Accident Notification	Seveso III Directive (2012/18/EC) - Qualifying Quantities for Safety Report Requirements	Rotterdam Convention (PIC)	Basel Convention (Hazardous Waste)
Titanium, powder	7440-32-6	Not applicable	Not applicable	Not applicable	Not applicable

16. Other Information

Prepared By
Health, Safety and Environmental Department
Email: chem.techinfo@thermofisher.com
www.thermofisher.com

Creation Date 14-May-2010
Revision Date 21-Dec-2025
Print Date 21-Dec-2025
Revision Summary Updated to the U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) which published its Final Rule in the Federal Register revising the Hazard Communication Standard (HCS/HazCom), 29 CFR 1910.1200 (2024) (HCS §1910.1200, 2024), May 20, 2024, effective July 19, 2024.

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text

End of SDS

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: 07/06/26

Topic:

Discussion and possible action to designate a Council member(s) and city staff to an advisory committee to review possible options for mobile food truck regulations

Background:

Recent changes in Texas law have significantly limited the authority of municipalities to regulate mobile food truck vendors through local ordinances. While many regulatory areas have been preempted by the State, there remain opportunities for the City to adopt reasonable regulations that address local concerns and support public health, safety, and the orderly operation of mobile food vendors.

Council and city staff have discussed several potential approaches and recommend establishing a committee to evaluate the City's remaining regulatory authority and develop practical recommendations for Council consideration. The committee would help identify regulations that are both legally enforceable and appropriate for the Tomball community.

Staff recommend the appointment of one or more City Council members to serve on the committee. Council Member Michna has expressed an interest in serving on the committee.

Origination: City Manager's office

Recommendation:

n/a

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by David Esquivel 06/29/26

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: 07/06/26

Topic:

Discussion and possible action to designate Council members and city staff to an advisory committee to review possible options for municipal buildings at TEDC properties

Background:

During the TEDC 2026 Strategic Planning Workshop, the discussion included long-term options for addressing the City's municipal facility needs, including City Hall, the Police Department, and a potential community center. One concept that emerged was the creation of an advisory committee to evaluate potential uses of TEDC-owned properties, including the former First Baptist Church property and the South Live Oak property, for future municipal facilities.

The proposed advisory committee would review these properties, evaluate opportunities and constraints, and provide input regarding their potential to address the City's facility needs. It is proposed that the committee includes no more than two City Council members.

The TEDC Board intends to appoint two of its members to serve on the committee and may also recommend one representative from the Legacy Square Committee. After the TEDC Board makes its appointments, the proposed committee membership will be presented to the City Council for consideration and approval of the Council.

Origination:

Recommendation:

n/a

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by David Esquivel 06/29/26

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 6, 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 pending or contemplated litigation.
- 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 _____ Approved by _____
Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 6, 2026

Topic:

First Reading: Consideration of and Action on Ordinance No. 2026-19. An Ordinance of the City Council of the City of Tomball, Texas, granting the request for Disannexation of a certain tract of land containing 11.130 acres or 484,852 square feet, situated in the Elizabeth Smith Survey, Abstract No. 70, Harris County, Texas, being out of a called 16.4724 acre tract conveyed to 11311 Holderreith Limited, L.P. as recorded under Harris County Clerk's File No. W840420, located at 11311 Holderrieth Road, Tomball, Texas; Amending the City's corporate boundaries to exclude said property; providing for savings; providing for severability; and providing for an effective date.

Background:
On June 8, 2026, the City Secretary received an executed petition requesting Disannexation from 11311 Holderreith Limited, L.P., the owner of approximately 11.130 acres located at 11311 Holderrieth Road. The petition was submitted pursuant to Texas Local Government Code § 43.141, which provides a process for a landowner to request disannexation when it is alleged that municipal services have not been provided in accordance with the applicable service plan. Under state law, the City Council must act on the petition within 60 days of receipt. If no action is taken within that period, the property owner may seek judicial disannexation through district court.

The petitioner contends that certain municipal services have not been provided to the property that were included in the service plan and has requested that the tract be removed from the City's full-purpose jurisdiction. The petition includes a proposed ordinance and legal description of the property.

The City Council may, at its discretion, either grant the request by ordinance under § 43.142 and Section 2.04 of the Tomball Code of Ordinances, or decline to act, which would allow the statutory 60-day period to lapse.

If approved, Ordinance No.2026-19 would amend the City's corporate boundaries to remove the subject tract from the city limits and authorize the City Secretary to file the required notices and documentation with Harris County and other appropriate agencies. If the request is not approved, the petitioner may pursue the remedies available under state law, including judicial review of the matter to evaluate whether the City fulfilled its obligations under the Municipal Service Plan adopted with the original annexation.

Origination: City Secretary's Office/Olson & Olson

Recommendation:

Staff recommends that City Council decline the petition for disannexation.

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

RECEIVED
BY: DATE: 5/21/26.

HUSCH BLACKWELL

Kate David
600 Travis Street, Suite 2350
Houston, Texas 77002
Direct: 713-525-6258
Kate.David@huschblackwell.com

May 6, 2026

Thomas Harris
City Secretary, City of Tomball
401 Market St.
Tomball, TX 77375
281-290-1019
tharris@tomballtexas.gov

RE: Petition for Disannexation – 11311 Holderreith Limited, L.P.

TO THE CITY SECRETARY OF TOMBALL, TEXAS:

11311 Holderreith Limited, L.P. owner (the "Owner") of several tracts of land (the "Property") located inside Tomball city limits, respectfully requests disannexation from the City of Tomball. Attached are the owner's petition for disannexation, draft ordinance, and legal description of the Property. We request that the City Secretary promptly post this item to a Council agenda with the following posting language for consideration of an ordinance disannexing the Property from the City's full-purpose jurisdiction:

> CONSIDER INTRODUCING ORDINANCE 2026-__ REGARDING THE DISANNEXATION OF CERTAIN PROPERTY FROM THE CITY LIMITS OF THE CITY OF TOMBALL

The Property consists of approximately 11.130 acres and is located at 11311 Holderrieth Road, Tomball, TX 77375. The City collects taxes but provides no services to the Property. For instance, the Property receives water from a private water well, wastewater services from an onsite system, and gas from CenterPoint Energy. Moreover, solid waste collection is provided by Republic Services, a private company unaffiliated with the City. Nor does the City provide police protection; these services are instead offered by the Harris County Sheriff's Department. Disannexation would enable the owner to move forward with development in the ETJ and obtain alternative services for the Property.

Thank you for your consideration, and please let me know if you have any questions.

Sincerely,

Kate David

PETITION REQUESTING DISANNEXATION BY AREA LANDOWNER

1. Agent's Contact Information

The following individual is an agent acting on behalf of the detached property owner that should be notified of information pertaining to this detachment request.

Name: Jerry Young

Company Name: 11311 Holderreith Limited, L.P.

Mailing Address: 12800 Northwest Freeway, Houston, TX 77040

Phone Number: (713) 452-7775

E-mail Address: JYoung@mustangcat.com

2. Property Address

11311 Holderrieth Road, Tomball, Texas 77375

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

The undersigned owners of the hereinafter described tract of land, which represents each and every owner of the land in the area requesting detachment, petition your honorable Body to adjust the present city limits so as to exclude as part of the City of Tomball, Texas, the following described territory, to wit:

A TRACT OR PARCEL CONTAINING 11.130 ACRES OR 484,852 SQUARE FEET OF LAND, SITUATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT NO. 70, HARRIS COUNTY, TEXAS. BEING OUT OF A CALLED 16.4724 ACRE TRACT CONVEYED TO 11311 HOLDERREITH LIMITED, L.P. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W840420, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW, WITH ALL BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

COMMENCING AT A 1 INCH IRON PIPE FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HOLDERREITH ROAD (WIDTH VARIES) RECORDED UNDER FILM CODE (F.C.) NO. 594151, HARRIS COUNTY MAP RECORDS (H.C.M.R.), MARKING THE NORTHEAST CORNER OF A CALLED 18.778 ACRE TRACT CONVEYED TO BERNHARD AND ALVINA HOLDERIETH AS RECORDED UNDER H.C.C.F. NO. P225191;

THENCE NORTH 81 DEG. 09 MIN. 40 SEC. EAST, ALONG AND WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HOLDERREITH ROAD, A DISTANCE OF 409.45 FEET TO A POINT MARKING THE NORTHWEST CORNER OF A CALLED 1.2504 ACRE TRACT CONVEYED TO THE COUNTY OF HARRIS AS RECORDED UNDER H.C.C.F. NO. 201 6466901 AND SAID 16.4724 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 18.778 ACRE TRACT, FROM WHICH A CORNER BEARS FOR REFERENCE, NORTH 81 DEG. 09 MIN. 40 SEC. EAST, 244.50 FEET TO THE NORTHEAST CORNER OF SAID 1.2504 ACRE TRACT AT THE INTERSECTION OF THE SOUTHERLY R.O.W. LINE OF SAID HOLDERREITH ROAD AND THE WESTERLY R.O.W. LINE OF HUFFSMITH-KOHRVILLE ROAD, FROM WHICH A FOUND 3/4 INCH IRON ROD BEARS FOR REFERENCE, NORTH 00 DEG. 33 MIN. 11 SEC. EAST, 0.32 FEET;

THENCE, SOUTH 01 DEG. 30 MIN. 23 SEC. EAST, LEAVING SAID R.O.W. LINE, A DISTANCE OF 20.25 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE COMMON LINE OF SAID 18.778 ACRE TRACT AND SAID 16.4724 ACRE TRACT, MARKING A WESTERLY CORNER OF SAID 1.2504 ACRE TRACT AND THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 16.4724 ACRE TRACT AND ALONG THE SOUTH AND WEST LINES OF SAID 1.2504 ACRE TRACT, THE FOLLOWING COURSES:

NORTH 81 DEG. 09 MIN. 42 SEC. EAST, 203.13 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET FOR AN ANGLE POINT;

SOUTH 49 DEG. 19 MIN. 45 SEC. EAST, 26.30 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET FOR AN ANGLE POINT;

SOUTH 00 DEG. 10 MIN. 48 SEC. WEST, 317.41 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE LEFT,

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2050.00 FEET, A CENTRAL ANGLE OF 07 DEG. 42 MIN. 23 SEC., AN ARC LENGTH OF 275.73 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 03 DEG. 40 MIN. 24 SEC. EAST, 275.52 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

SOUTH 07 DEG. 31 MIN. 35 SEC. EAST, 430.17 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4450.00 FEET, A CENTRAL ANGLE OF 03 DEG. 18 MIN. 53 SEC., AN ARC LENGTH OF 257.44 FEET. AND A CHORD BEARING AND DISTANCE OF SOUTH 05 DEG. 52 MIN. 09 SEC. EAST, 257.40 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT:

SOUTH 85 DEG. 47 MIN. 18 SEC. WEST, 12.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4438.00 FEET, A CENTRAL ANGLE OF 07 DEG. 40 MIN. 46 SEC., AN ARC LENGTH OF 594 83 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 00 DEG. 22 MIN. 20 SEC. EAST, 594.38 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE WESTERLY R.O.W LINE OF SAID HUFFSMITH-KOHRVILLE ROAD, MARKING THE SOUTH CORNER OF SAID 1.2504 ACRE TRACT AND AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE WESTERLY R.O.W. LINE OF SAID HUFFSMITH-KOHRVILLE ROAD, SOUTH 44 DEG. 53 MIN. 35 SEC. WEST, A DISTANCE OF 105.45 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE NORTHEAST CORNER OF A CALLED 3.989 ACRE TRACT CONVEYED TO THE CITY OF TOMBALL AS RECORDED UNDER H.C.C.F. NO. X787363 AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS FOR REFERENCE, NORTH 00 DEG. 43 MIN. 29 SEC. WEST, 0.54 FEET;

THENCE, DEPARTING SAID R.O.W., SOUTH 88 DEG. 29 MIN. 37 SEC. WEST, A DISTANCE OF 186.62 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE EAST LINE OF A CALLED 26.0841 ACRE TRACT CONVEYED TO THE CITY OF TOMBALL AS RECORDED UNDER H.C.C.F. NO. X346741 AND MARKING THE NORTHWEST CORNER OF SAID 3.989 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 01 DEG 30 MIN. 23 SEC. WEST, A DISTANCE OF 1936.33 FEET TO THE PLACE OF BEGINNING AND CONTAINING 11.1307 ACRES OR 484,852 SQUARE FEET OF LAND AS SHOWN ON THE SURVEY, JOB NO. 53491 FILED IN THE OFFICES OF WINDROSE LAND SERVICES, INC.

We certify that the above described tract of land is lying within the boundary limits of the City and is adjoining the outer boundary of the City, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

11311 Holderreith Limited, L.P.,
a Texas limited partnership

Signed: _____

Name: Jerry M Young

Title: General Counsel

Date: 5/26/2026

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry M Young, known to me to be the person whose name is subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 26th day of May, 2026.

(Seal)

NEVA KERR LESZCZYNSKI
Notary Public, State of Texas
Comm. Expires 10-16-2027
Notary ID 5838579

_____
Notary Public in and for Harris County, Texas

ORDINANCE NO. 2026-_____

AN ORDINANCE GRANTING THE REQUEST FOR DISANNEXATION OF A CERTAIN TRACT OF LAND CONTAINING 11.130 ACRES OR 484,852 SQUARE FEET OF LAND, SITUATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT NO. 70, HARRIS COUNTY, TEXAS. BEING OUT OF A CALLED 16.4724 ACRE TRACT CONVEYED TO 11311 HOLDERREITH LIMITED, L.P. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W840420, TOMBALL, TEXAS; LOCATED AT 11311 HOLDERRIETH ROAD; PROVIDING FOR SEVERABILITY.

WHEREAS, 11311 Holderreith Limited, L.P., a Texas limited partnership, is the owner (the "Owner") of the said property described in Metes and Bounds in Exhibit "A" (the "Property"), as evidenced by Special Warranty Deed in Exhibit "A"; and

WHEREAS, the Owner has submitted a request that the City of Tomball disannex the Property from the City of Tomball, Exhibit "A"; and

WHEREAS, the above described tract lies within the boundary of the City of Tomball, Texas and adjoins the outer boundary of the City; and

WHEREAS, Texas Local Government Code, at Section 43.141 allows a municipality to disannex an area if the municipality fails to perform its obligations in accordance with the service plan; and

WHEREAS, the City has collected taxes but provides no water, wastewater, gas, solid waste collection, or police protection services to the Property; and

WHEREAS, Texas Local Government Code, at Section 43.142 allows a home-rule municipality to disannex an area in the municipality according to rules as may be provided by the charter of the municipality; and

WHEREAS, Tomball Code of Ordinances Section 2.04 permits territory lying within the boundary limits of the City and adjoining the outer boundary of the City to be detached from the City by ordinance following a petition.

In accordance with Section 6.14 of the City Charter, Ordinance No. 2026-__ was introduced before the Tomball City Council on the ____ day of _____, 2026.

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

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

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

Section 3. The boundaries and limits of the City of Tomball, Texas, are hereby amended to exclude all of the territory described in Exhibit "A" attached hereto, and said territory hereinafter described shall hereby be disannexed from the City, to wit:

SEE ATTACHED (**Exhibit A**)

Section 4. That the above described territory and the area so disannexed shall not be a part of the City of Tomball, Texas, and the property so disannexed hereby shall not bear its pro rata part of the taxes levied by the City of Tomball, Texas, and the inhabitants thereof shall be not entitled to services provided by the City except as set forth in any separate agreement between Owner and the City.

Section 5. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

Section 6. Should this ordinance for any reason be ineffective as to any part of the area hereby disannexed from the City of Tomball, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to all of the remainder of the area. If there is included within the general description of territory set out in this Ordinance to be disannexed from the City of Tomball any lands or area which are presently part of and included within the limits of any other city or within the extraterritorial jurisdiction of any other city, or which are not within the City of Tomball's jurisdiction to disannex, the same is hereby excluded and excepted from the territory to be disannexed as fully as if such excluded and excepted area were expressly described herein.

PASSED AND **APPROVED on First Reading** in Tomball, Texas this _____ day of _____, 2026.

PASSED AND **APPROVED on Second Reading** in Tomball, Texas this _____ day of _____, 2026.

FOR:

CITY OF TOMBALL, TEXAS

_____

LORI KLEIN QUINN, Mayor

ATTEST:

_____

THOMAS HARRIS, City Secretary

FOR: THE OWNER

_____ [SIGNATURE]

_____ [NAME]

Exhibit "A"

A TRACT OR PARCEL CONTAINING 11.130 ACRES OR 484,852 SQUARE FEET OF LAND, SITUATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT NO. 70, HARRIS COUNTY, TEXAS. BEING OUT OF A CALLED 16.4724 ACRE TRACT CONVEYED TO 11311 HOLDERREITH LIMITED, L.P. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W840420, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW, WITH ALL BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

COMMENCING AT A 1 INCH IRON PIPE FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HOLDERREITH ROAD (WIDTH VARIES) RECORDED UNDER FILM CODE (F.C.) NO. 594151, HARRIS COUNTY MAP RECORDS (H.C.M.R.), MARKING THE NORTHEAST CORNER OF A CALLED 18.778 ACRE TRACT CONVEYED TO BERNHARD AND ALVINA HOLDERIETH AS RECORDED UNDER H.C.C.F. NO. P225191;

THENCE NORTH 81 DEG. 09 MIN. 40 SEC. EAST, ALONG AND WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HOLDERREITH ROAD, A DISTANCE OF 409.45 FEET TO A POINT MARKING THE NORTHWEST CORNER OF A CALLED 1.2504 ACRE TRACT CONVEYED TO THE COUNTY OF HARRIS AS RECORDED UNDER H.C.C.F. NO. 201 6466901 AND SAID 16.4724 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 18.778 ACRE TRACT, FROM WHICH A CORNER BEARS FOR REFERENCE, NORTH 81 DEG. 09 MIN. 40 SEC. EAST, 244.50 FEET TO THE NORTHEAST CORNER OF SAID 1.2504 ACRE TRACT AT THE INTERSECTION OF THE SOUTHERLY R.O.W. LINE OF SAID HOLDERREITH ROAD AND THE WESTERLY R.O.W. LINE OF HUFFSMITH-KOHRVILLE ROAD, FROM WHICH A FOUND 3/4 INCH IRON ROD BEARS FOR REFERENCE, NORTH 00 DEG. 33 MIN. 11 SEC. EAST, 0.32 FEET;

THENCE, SOUTH 01 DEG. 30 MIN. 23 SEC. EAST, LEAVING SAID R.O.W. LINE, A DISTANCE OF 20.25 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE COMMON LINE OF SAID 18.778 ACRE TRACT AND SAID 16.4724 ACRE TRACT, MARKING A WESTERLY CORNER OF SAID 1.2504 ACRE TRACT AND THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 16.4724 ACRE TRACT AND ALONG THE SOUTH AND WEST LINES OF SAID 1.2504 ACRE TRACT, THE FOLLOWING COURSES:

NORTH 81 DEG. 09 MIN. 42 SEC. EAST, 203.13 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET FOR AN ANGLE POINT;

SOUTH 49 DEG. 19 MIN. 45 SEC. EAST, 26.30 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET FOR AN ANGLE POINT;

SOUTH 00 DEG. 10 MIN. 48 SEC. WEST, 317.41 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE LEFT,

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2050.00 FEET, A CENTRAL ANGLE OF 07 DEG. 42 MIN. 23 SEC., AN ARC LENGTH OF 275.73 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 03 DEG. 40 MIN. 24 SEC. EAST, 275.52 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

SOUTH 07 DEG. 31 MIN. 35 SEC. EAST, 430.17 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4450.00 FEET, A CENTRAL ANGLE OF 03 DEG. 18 MIN. 53 SEC., AN ARC LENGTH OF 257.44 FEET. AND A CHORD BEARING AND DISTANCE OF SOUTH 05 DEG. 52 MIN. 09 SEC. EAST, 257.40 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT:

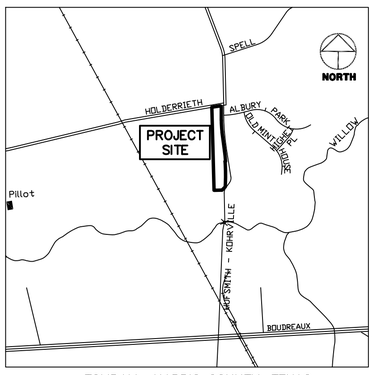
SOUTH 85 DEG. 47 MIN. 18 SEC. WEST, 12.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4438.00 FEET, A CENTRAL ANGLE OF 07 DEG. 40 MIN. 46 SEC., AN ARC LENGTH OF 594 83 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 00 DEG. 22 MIN. 20 SEC. EAST, 594.38 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE WESTERLY R.O.W LINE OF SAID HUFFSMITH-KOHRVILLE ROAD, MARKING THE SOUTH CORNER OF SAID 1.2504 ACRE TRACT AND AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE WESTERLY R.O.W. LINE OF SAID HUFFSMITH-KOHRVILLE ROAD, SOUTH 44 DEG. 53 MIN. 35 SEC. WEST, A DISTANCE OF 105.45 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE NORTHEAST CORNER OF A CALLED 3.989 ACRE TRACT CONVEYED TO THE CITY OF TOMBALL AS RECORDED UNDER H.C.C.F. NO. X787363 AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS FOR REFERENCE, NORTH 00 DEG. 43 MIN. 29 SEC. WEST, 0.54 FEET;

THENCE, DEPARTING SAID R.O.W., SOUTH 88 DEG. 29 MIN. 37 SEC. WEST, A DISTANCE OF 186.62 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE EAST LINE OF A CALLED 26.0841 ACRE TRACT CONVEYED TO THE CITY OF TOMBALL AS RECORDED UNDER H.C.C.F. NO. X346741 AND MARKING THE NORTHWEST CORNER OF SAID 3.989 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 01 DEG 30 MIN. 23 SEC. WEST, A DISTANCE OF 1936.33 FEET TO THE PLACE OF BEGINNING AND CONTAINING 11.1307 ACRES OR 484,852 SQUARE FEET OF LAND AS SHOWN ON THE SURVEY, JOB NO. 53491 FILED IN THE OFFICES OF WINDROSE LAND SERVICES, INC.



TOMBALL, HARRIS COUNTY, TEXAS

VICINITY MAP

SCALE: 1" = 2000'

LEGEND

* SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY

BO	– BOLLARD	PLM	– PIPELINE MARKER
HC	– HANDICAP	UCS	– UNDERGROUND CABLE SIGN
GM	– GAS METER	CTL	– CATHODIC TEST LEAD
GV	– GAS VALVE	MW	– MONITORING WELL
FH	– FIRE HYDRANT	P	– PIN FLAG/PAINT MARK
WM	– WATER METER	TC	– TOP OF CURB
WV	– WATER VALVE	G	– GUTTER
ICV	– IRRIGATION CONTROL VALVE	TG	– TOP OF GRATE
	– GRATE INLET	FL	– FLOW LINE
	– GRATE INLET	HB	– HIGHBANK
	– MANHOLE	SAN	– SANITARY SEWER
CO	– CLEANOUT	STM	– STORM SEWER
TP	– TELEPHONE PEDESTAL	CMP	– CORRUGATED METAL PIPE
EB	– ELECTRIC BOX	CPP	– CORRUGATED PLASTIC PIPE
TSB	– TRAFFIC SIGNAL BOX	RCP	– REINFORCED CONCRETE PIPE
LP	– LIGHT POLE	TEL	– TELEPHONE
TLP	– TRAFFIC LIGHT POLE	SWBT	– SOUTHWESTERN BELL TELEPHONE CO.
GL	– GROUND/SPOT LIGHT	WTR	– WATER
PP	– POWER POLE	UG	– UNDERGROUND
PP/T	– POWER POLE W/TRANSFORMER	FND	– FOUND
PP/LT	– POWER POLE W/LIGHT	H.C.C.F.	– HARRIS COUNTY CLERK FILE
PP/CT	– POWER POLE W/CONDUIT	H.C.D.R.	– HARRIS COUNTY DEED RECORDS
MP	– METER POLE	H.C.M.R.	– HARRIS COUNTY MAP RECORDS
SP	– SERVICE POLE	IP	– IRON PIPE
GA	– GUY ANCHOR	IR	– IRON ROD
P	– OVERHEAD POWER LINE	NO.	– NUMBER
x	– BARBED WIRE FENCE	PG.	– PAGE
<	– WROUGHT IRON FENCE	R.O.W.	– RIGHT–OF–WAY
//	– WOOD FENCE	SQ. FT.	– SQUARE FEET
o	– CHAINLINK FENCE	VOL.	– VOLUME
GP	– GATE POST	F.C.	– FILM CODE
(P)	– PER PLANS	B.L.	– BUILDING LINE
APPROX.	– APPROXIMATE	U.E.	– UTILITY EASEMENT
	– HIGHBANK		– TREE/SHRUB
	– SIGN		

SCHEDULE 'B' NOTES

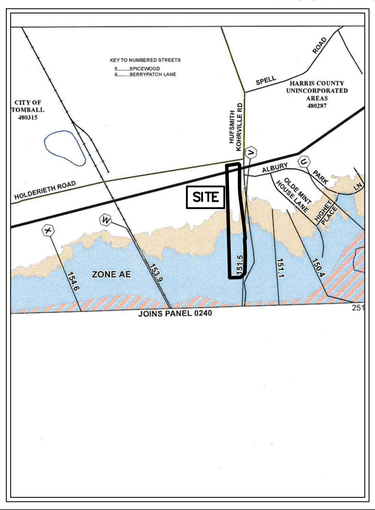
10f. UNLOCATED PIPELINE EASEMENT AS GRANTED TO MAGNOLIA PIPELINE CO. AS SET FORTH AND DEFINED BY INSTRUMENT FILED FOR RECORD IN VOLUME 930, PAGE 650, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS. (UNABLE TO LOCATE, NO DESCRIPTION OF PIPELINE)

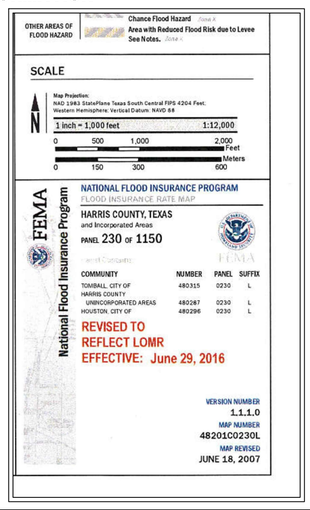
10g. UNLOCATED PIPELINE EASEMENT GRANTED TO HUMBLE OIL & REFINING COMPANY AS SET FORTH AND DEFINED BY INSTRUMENT FILED FOR RECORD IN VOLUME 1266, PAGE, 259 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS. (UNABLE TO LOCATE, NO DESCRIPTION OF PIPELINE)

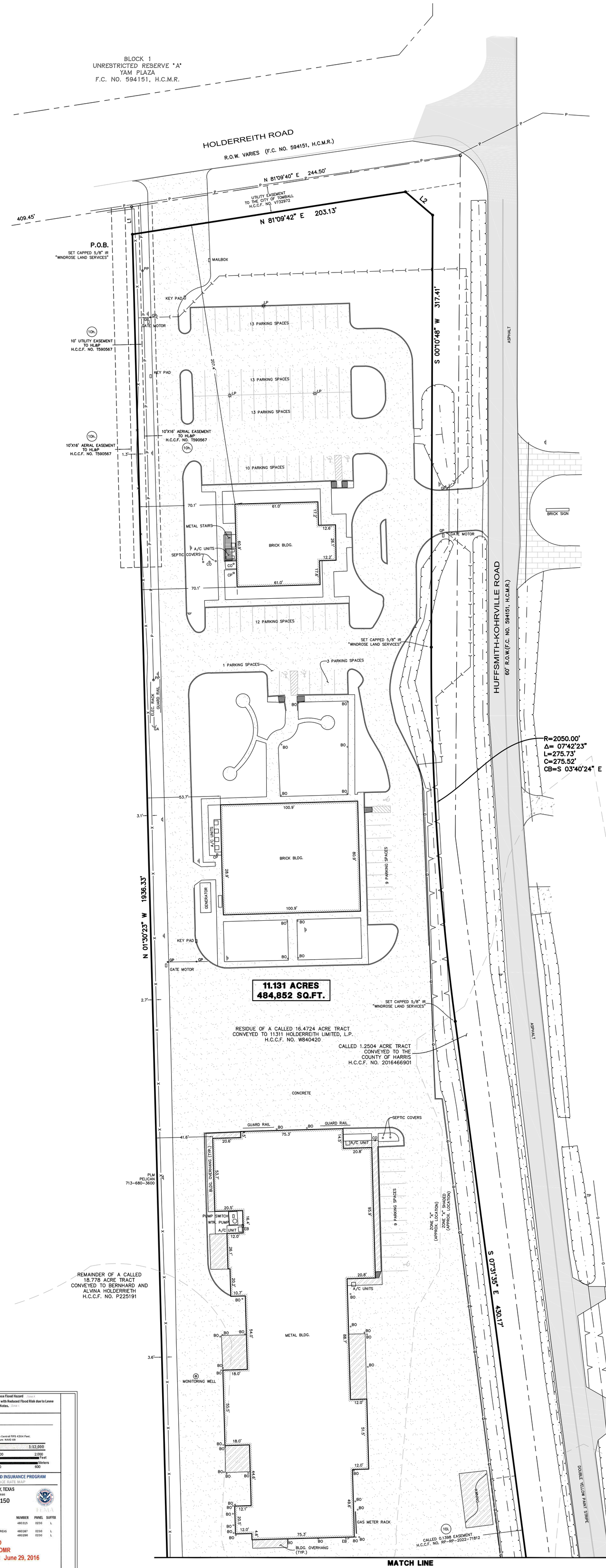
10h. UTILITY EASEMENT TEN (10) FEET IN WIDTH, TOGETHER WITH AN AERIAL EASEMENT ADJOINING THERETO TEN (10) FEET IN WIDTH FROM A PLANE SIXTEEN (16) FEET ABOVE THE GROUND UPWARDS, GRANTED TO HOUSTON LIGHTING AND POWER COMPANY BY INSTRUMENT FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S NO. T590567. (SHOWN HEREON, AFFECTS SUBJECT TRACT)

10i. AN EASEMENT FOR ROAD, ROAD DRAINAGE AND OTHER RELATED PURPOSES GRANTED TO COUNTY OF HARRIS AS SET FORTH AND DEFINED IN INSTRUMENT FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. RP–2022–71812. (SHOWN HEREON, AFFECTS SUBJECT TRACT)

FLOOD INFORMATION







NORTH

GRAPHIC SCALE: 1" = 30'

30 0 30 60 90 Feet

DESCRIPTION

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THENCE, NORTH 01 DEG. 30 MIN 23 SEC. WEST, A DISTANCE OF 1936.33 FEET TO THE PLACE OF BEGINNING AND CONTAINING 11.131 ACRES OR 484,852 SQUARE FEET OF LAND.

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN TITLE COMMITMENT GF NO. 25003873 OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE OF SEPTEMBER 24, 2025, ISSUED DATE OF OCTOBER 2, 2025, AND IS SUBJECT TO THE LIMITATIONS OF THAT COMMITMENT
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999944272.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR HARRIS COUNTY, TEXAS, MAP NO. 48201C0230L REVISED/DATED JUNE 18, 2007 AND REVISED TO REFLECT LOMR EFFECTIVE JUNE 29, 2016, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED AND SHADED ZONE "X" AND ZONE "AE". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN–MADE OR NATURAL CAUSES. THIS FLOODSTATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
4. DEVELOPMENT OF THIS TRACT IS SUBJECT TO REQUIREMENTS PER CITY OF HOUSTON ORDINANCE NO. 2013–343 WHICH STIPULATES PLATTING AND SETBACK CONSTRAINTS. PROPOSED USAGE OF THIS TRACT WILL DETERMINE ACTUAL BUILDING SETBACK LINE(S) ALONG ANY ADJOINING STREETS. REFER TO CITY OF HOUSTON BUILDING CODES TO ESTABLISH MINIMUM PUBLISHED SETBACK REQUIREMENTS. ULTIMATELY THE CITY OF HOUSTON PLANNING COMMISSION WILL DETERMINE REQUIRED SETBACKS UPON REVIEW OF PLANS OR PLATS SUBMITTED TO SAID COMMISSION. THIS TRACT MAY REQUIRE PLATTING AS A CONDITION FOR RECEIVING BUILDING PERMITS.
5. READILY VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED WITH THIS SURVEY, NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED BY WINDROSE LAND SERVICES.
6. ENVIRONMENTAL AND DRAINAGE ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.
7. THE SQUARE FOOTAGE TOTALS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THE SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.
8. FENCES SHOWN HEREON WITH DIMENSIONAL TIES ARE SHOWN WHERE THEY ARE PHYSICALLY MEASURED. THE FENCE MAY MEANDER BETWEEN MEASURED LOCATIONS.
9. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.

SURVEYOR'S CERTIFICATION

TO: 11311 HOLDENRRIETH LIMITED, L.P.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
AMEGY BANK

I DO HEREBY CERTIFY TO THE ABOVE LISTED THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND AND WAS PERFORMED UNDER MY SUPERVISION. THAT THIS PLAT CORRECTLY REPRESENTS THE PROPERTY LEGALLY DESCRIBED HEREON, THAT THE FACTS FOUND AT THE TIME OF THIS SURVEY SHOW THE IMPROVEMENTS AND THAT THERE ARE NO VISIBLE ENCROACHMENTS APPARENT ON THE GROUND, EXCEPT AS SHOWN. THIS SURVEY SUBSTANTIALLY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION 3 SURVEY, TO THE BEST OF MY KNOWLEDGE.

10–06–2025
DATE

MATTHEW CARPENTER
Registered Professional Land Surveyor
Texas Registration No. 6942

WINDROSE
LAND SURVEYING | PLATTING
5353 W SAM HOUSTON PKWY, SUITE 150 | HOUSTON, TX 77041 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

STANDARD LAND SURVEY OF
11.131 AC. OR 484,852 SQ. FT.
SITUATED IN THE
ELIZABETH SMITH SURVEY
ABSTRACT NO. 70
HARRIS COUNTY, TEXAS

REVISIONS

DATE	REASON	BY

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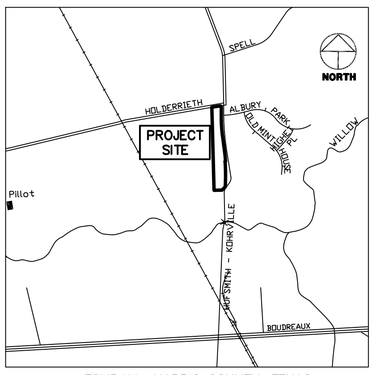
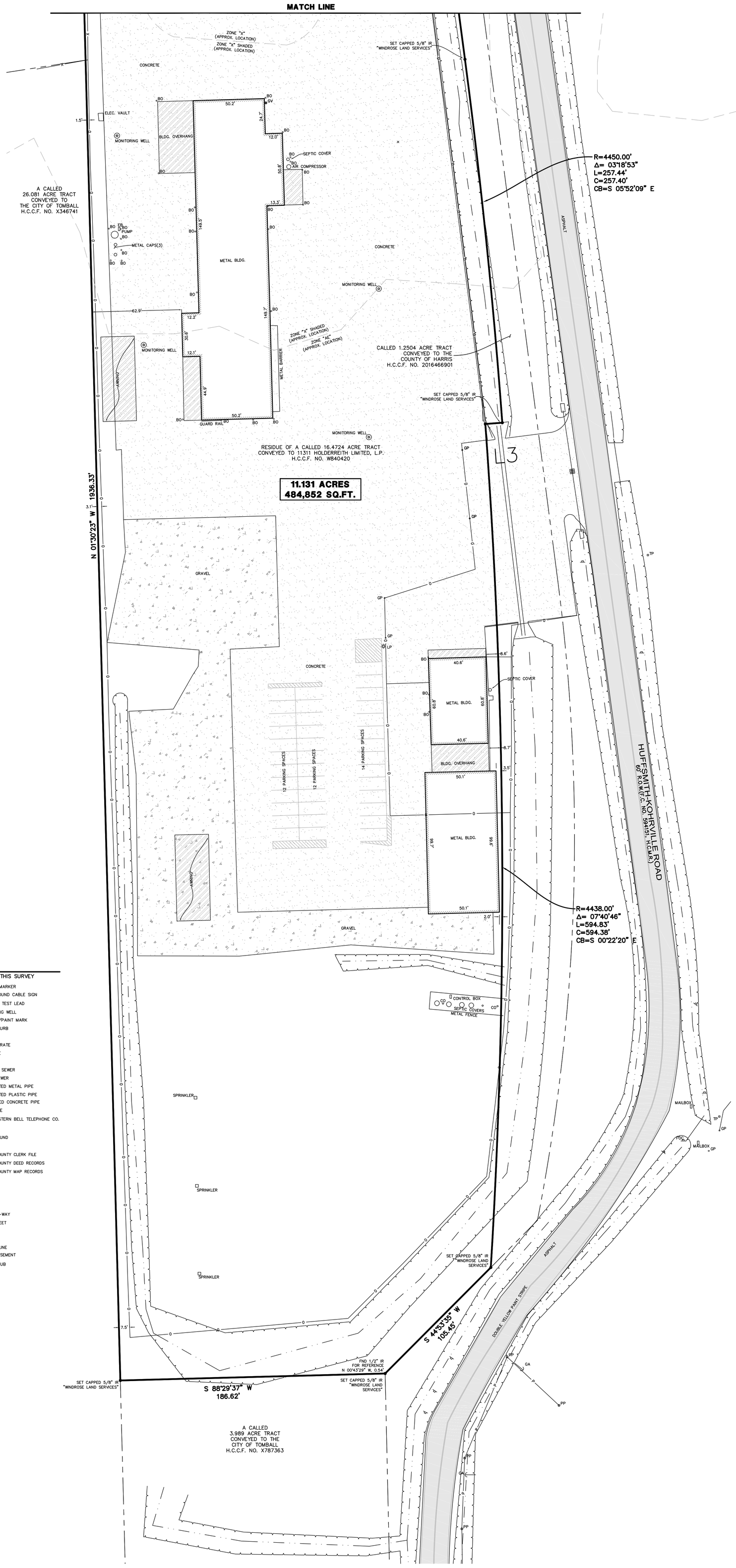
FIELDED BY: AM	CHECKED BY: GA/MC	JOB NO. 53491 CAT 1A	
DRAWN BY: JH	DATE: AUGUST 2025	SHEET NO. 1 OF 2	

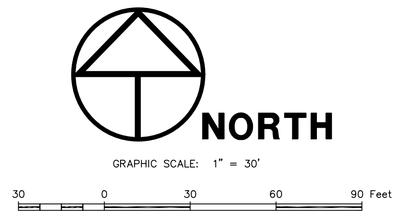


TOMBALL, HARRIS COUNTY, TEXAS

VICINITY MAP

SCALE: 1" = 2000'





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A TRACT OR PARCEL CONTAINING 11.131 ACRES OR 484,852 SQUARE FEET OF LAND, SITUATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT NO. 70, HARRIS COUNTY, TEXAS. BEING OUT OF A CALLED 16.4724 ACRE TRACT CONVEYED TO 11311 HOLDERREITH LIMITED, L.P. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W840420, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW, WITH ALL BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83:

COMMENCING AT A 1 INCH IRON PIPE FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HOLDERREITH ROAD (WIDTH VARIES) RECORDED UNDER FILM CODE (F.C.) NO. 594151, HARRIS COUNTY MAP RECORDS(H.C.M.R.), MARKING THE NORTHWEST CORNER OF A CALLED 18.778 ACRE TRACT CONVEYED TO BERNHARD AND ALVINA HOLDERREITH AS RECORDED UNDER H.C.C.F. NO. P225191;

THENCE NORTH 81 DEG. 09 MIN. 40 SEC. EAST, ALONG AND WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HOLDERREITH ROAD, A DISTANCE OF 409.45 FEET TO A POINT MARKING THE NORTHWEST CORNER OF A CALLED 1.2504 ACRE TRACT CONVEYED TO THE COUNTY OF HARRIS AS RECORDED UNDER H.C.C.F. NO. 2016466901 AND SAID 16.4724 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 18.778 ACRE TRACT, FROM WHICH A CORNER BEARS FOR REFERENCE, NORTH 81 DEG. 09 MIN. 40 SEC. EAST, 244.50 FEET TO THE NORTHEAST CORNER OF SAID 1.2504 ACRE TRACT AT THE INTERSECTION OF THE SOUTHERLY R.O.W. LINE OF SAID HOLDERRIETH ROAD AND THE WESTERLY R.O.W. LINE OF HUFFSMITH-KOHRVILLE ROAD, FROM WHICH A FOUND 3/4 INCH IRON ROD BEARS FOR REFERENCE, NORTH 00 DEG. 33 MIN. 11 SEC. EAST, 0.32 FEET;

THENCE, SOUTH 01 DEG. 30 MIN. 23 SEC. EAST, LEAVING SAID R.O.W. LINE, A DISTANCE OF 20.25 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE COMMON LINE OF SAID 18.778 ACRE TRACT AND SAID 16.4724 ACRE TRACT, MARKING A WESTERLY CORNER OF SAID 1.2504 ACRE TRACT AND THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 16.4724 ACRE TRACT AND ALONG THE SOUTH AND WEST LINES OF SAID 1.2504 ACRE TRACT, THE FOLLOWING COURSES:

NORTH 81 DEG. 09 MIN. 42 SEC. EAST, 203.13 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET FOR AN ANGLE POINT;

SOUTH 49 DEG. 19 MIN. 45 SEC. EAST, 26.30 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET FOR AN ANGLE POINT;

SOUTH 00 DEG. 10 MIN. 48 SEC. WEST, 317.41 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2050.00 FEET, A CENTRAL ANGLE OF 07 DEG. 42 MIN. 23 SEC., AN ARC LENGTH OF 275.73 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 03 DEG. 40 MIN. 24 SEC. EAST, 275.52 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

SOUTH 07 DEG. 31 MIN. 35 SEC. EAST, 430.17 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4450.00 FEET, A CENTRAL ANGLE OF 03 DEG. 18 MIN. 53 SEC., AN ARC LENGTH OF 257.44 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 05 DEG. 52 MIN. 09 SEC. EAST, 257.40 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 85 DEG. 47 MIN. 18 SEC. WEST, 12.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4438.00 FEET, A CENTRAL ANGLE OF 07 DEG. 40 MIN. 46 SEC., AN ARC LENGTH OF 594.83 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 00 DEG. 22 MIN. 20 SEC. EAST, 594.38 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE WESTERLY R.O.W. LINE OF SAID HUFFSMITH-KOHRVILLE ROAD, MARKING THE SOUTH CORNER OF SAID 1.2504 ACRE TRACT AND AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE WESTERLY R.O.W. LINE OF SAID HUFFSMITH-KOHRVILLE ROAD, SOUTH 44 DEG. 53 MIN. 35 SEC. WEST, A DISTANCE OF 105.45 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE NORTHEAST CORNER OF A CALLED 3.989 ACRE TRACT CONVEYED TO THE CITY OF TOMBALL AS RECORDED UNDER H.C.C.F. NO. X787363 AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS FOR REFERENCE, NORTH 00 DEG. 43 MIN. 29 SEC. WEST, 0.54 FEET;

THENCE, DEPARTING SAID R.O.W., SOUTH 88 DEG. 29 MIN. 37 SEC. WEST, A DISTANCE OF 186.62 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE EAST LINE OF A CALLED 26.0841 ACRE TRACT CONVEYED TO THE CITY OF TOMBALL AS RECORDED UNDER H.C.C.F. NO. X346741 AND MARKING THE NORTHWEST CORNER OF SAID 3.989 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 01 DEG. 30 MIN 23 SEC. WEST, A DISTANCE OF 1936.33 FEET TO THE PLACE OF BEGINNING AND CONTAINING 11.131 ACRES OR 484,852 SQUARE FEET OF LAND.

LEGEND

* SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY

BO – BOLLARD	PLM – PIPELINE MARKER
HC – HANDICAP	UCS – UNDERGROUND CABLE SIGN
GM – GAS METER	CTL – CATHODIC TEST LEAD
GV – GAS VALVE	MW – MONITORING WELL
FH – FIRE HYDRANT	PK – PIN FLAG/PAINT MARK
WM – WATER METER	TC – TOP OF CURB
WV – WATER VALVE	G – GUTTER
ICV – IRRIGATION CONTROL VALVE	TG – TOP OF GRATE
GRATE INLET	FL – FLOW LINE
GRATE INLET	HB – HIGHBANK
MANHOLE	SAN – SANITARY SEWER
CO – CLEANOUT	STM – STORM SEWER
TP – TELEPHONE PEDESTAL	CMP – CORRUGATED METAL PIPE
EB – ELECTRIC BOX	CPP – CORRUGATED PLASTIC PIPE
TSB – TRAFFIC SIGNAL BOX	RCP – REINFORCED CONCRETE PIPE
LP – LIGHT POLE	TEL – TELEPHONE
TLP – TRAFFIC LIGHT POLE	SWBT – SOUTHWESTERN BELL TELEPHONE CO.
GL – GROUND/SPOT LIGHT	WTR – WATER
PP – POWER POLE	UG – UNDERGROUND
PP/T – POWER POLE W/TRANSFORMER	FND – FOUND
PP/LT – POWER POLE W/LIGHT	H.C.C.F. – HARRIS COUNTY CLERK FILE
PP/CT – POWER POLE W/CONDUIT	H.C.D.R. – HARRIS COUNTY DEED RECORDS
MP – METER POLE	H.C.M.R. – HARRIS COUNTY MAP RECORDS
SP – SERVICE POLE	IP – IRON PIPE
GA – GUY ANCHOR	IR – IRON ROD
OVERHEAD POWER LINE	NO. – NUMBER
BARBED WIRE FENCE	PG. – PAGE
WROUGHT IRON FENCE	R.O.W. – RIGHT-OF-WAY
WOOD FENCE	SQ. FT. – SQUARE FEET
CHAINLINK FENCE	VOL. – VOLUME
GP – GATE POST	F.C. – FILM CODE
(P) – PER PLANS	B.L. – BUILDING LINE
APPROX. – APPROXIMATE	U.E. – UTILITY EASEMENT
HIGHBANK	TREE/SHRUB
SIGN	

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999944272.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR HARRIS COUNTY, TEXAS, MAP NO. 48201C0230L REVISED/DATED JUNE 18, 2007 AND REVISED TO REFLECT LOMR EFFECTIVE JUNE 29, 2016, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED AND SHADED ZONE "X" AND ZONE "AE". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOODSTATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
4. DEVELOPMENT OF THIS TRACT IS SUBJECT TO REQUIREMENTS PER CITY OF HOUSTON ORDINANCE NO. 2013-343 WHICH STIPULATES PLATTING AND SETBACK CONSTRAINTS. PROPOSED USAGE OF THIS TRACT WILL DETERMINE ACTUAL BUILDING SETBACK LINE(S) ALONG ANY ADJOINING STREETS. REFER TO CITY OF HOUSTON BUILDING CODES TO ESTABLISH MINIMUM PUBLISHED SETBACK REQUIREMENTS. ULTIMATELY THE CITY OF HOUSTON PLANNING COMMISSION WILL DETERMINE REQUIRED SETBACKS UPON REVIEW OF PLANS OR PLATS SUBMITTED TO SAID COMMISSION. THIS TRACT MAY REQUIRE PLATTING AS A CONDITION FOR RECEIVING BUILDING PERMITS.
5. READILY VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED WITH THIS SURVEY, NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED BY WINDROSE LAND SERVICES.
6. ENVIRONMENTAL AND DRAINAGE ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.
7. THE SQUARE FOOTAGE TOTALS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THE SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.
8. FENCES SHOWN HEREON WITH DIMENSIONAL TIES ARE SHOWN WHERE THEY ARE PHYSICALLY MEASURED. THE FENCE MAY MEANDER BETWEEN MEASURED LOCATIONS.
9. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.

REVISIONS

DATE	REASON	BY

WINDROSE
LAND SURVEYING | PLATTING
5353 W SAM HOUSTON PKWY, SUITE 150 | HOUSTON, TX 77041 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

STANDARD LAND SURVEY OF
11.131 AC. OR 484,852 SQ. FT.
SITUATED IN THE
ELIZABETH SMITH SURVEY
ABSTRACT NO. 70
HARRIS COUNTY, TEXAS

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FIELDED BY: AM	CHECKED BY: GA/MC	JOB NO. 53491 CAT 1A	
DRAWN BY: JH	DATE: AUGUST 2025	SHEET NO. 2 OF 2	

HUSCH BLACKWELL

Kate David
600 Travis Street, Suite 2350
Houston, Texas 77002
Direct: 713-525-6258
Kate.David@huschblackwell.com

May 8, 2026

Thomas Harris
City Secretary, City of Tomball
401 Market St. Tomball, TX 77375
281-290-1019
tharris@tomballtx.gov

RE: Petition for Disannexation – 11311 Holderrieth Limited, L.P.

TO THE CITY SECRETARY OF TOMBALL, TEXAS:

11311 Holderrieth Limited, L.P. owner (the "Owner") of several tracts of land (the "Property") located inside Tomball city limits, respectfully requests disannexation from the City of Tomball. Attached are the owner's petition for disannexation, draft ordinance, and legal description of the Property. We request that the City Secretary promptly post this item to a Council agenda with the following posting language for consideration of an ordinance disannexing the Property from the City's full-purpose jurisdiction:

CONSIDER INTRODUCING ORDINANCE 2026-__ REGARDING THE DISANNEXATION OF CERTAIN PROPERTY FROM THE CITY LIMITS OF THE CITY OF TOMBALL.

The Property consists of approximately 11.130 acres and is located at 11311 Holderrieth Road, Tomball, TX 77375. The City collects taxes but provides no services to the Property. For instance, the Property receives water from a private water well, wastewater services from an onsite system, and gas from CenterPoint Energy. Moreover, solid waste collection is provided by Republic Services, a private company unaffiliated with the City. Nor does the City provide police protection; these services are instead offered by the Harris County Sheriff's Department. Disannexation would enable the owner to move forward with development in the ETJ and obtain alternative services for the Property.

Thank you for your consideration, and please let me know if you have any questions.

Sincerely,
Kate David

PETITION REQUESTING DISANNEXATION BY AREA LANDOWNER

1. Agent's Contact Information

The following individual is an agent acting on behalf of the detached property owner that should be notified of information pertaining to the detachment request.

Name: Jerry Young
Company Name: 11311 Holderrieth Limited, L.P.
Mailing Address: 12800 Northwest Freeway, Houston, TX 77040
Phone Number: (713) 512-7775
E-mail Address: [illegible]

2. Property Address

11311 Holderrieth Road, Tomball, Texas 77375

TO THE MAYOR AND CITY COUNCIL OF THE GOVERNING BODY OF TOMBALL, TEXAS:
The undersigned owners of the hereinafter described tract of land, which represents each and every owner of the land in the area requesting detachment, petition your honorable Body to adjust the present city limits so as to exclude as part of the City of Tomball, Texas, the following described territory, to wit:

A TRACT OR PARCEL CONTAINING 11.130 ACRES OR 484,832 SQUARE FEET OF LAND, SITUATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT NO. 70, HARRIS COUNTY, TEXAS, BEING OUT OF A CALLED 16.4724 ACRE TRACT CONVEYED TO 11311 HOLDERRIETH LIMITED, L.P. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W840420, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW, WITH ALL BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

COMMENCING AT A 1 INCH IRON PIPE FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HOLDERRIETH ROAD (WIDTH VARIES) RECORDED UNDER FILM CODE (F.C.) NO. 594151, HARRIS COUNTY MAP RECORDS (H.C.M.R.), MARKING THE NORTHEAST CORNER OF A CALLED 18.778 ACRE TRACT CONVEYED TO BERNHARD AND ALVINA HOLDERRIETH AS RECORDED UNDER H.C.C.F. NO. P225191;

THENCE NORTH 81 DEG. 09 MIN. 40 SEC. EAST, ALONG AND WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HOLDERRIETH ROAD, A DISTANCE OF 409.45 FEET TO A POINT MARKING THE NORTHWEST CORNER OF A CALLED 1.2504 ACRE TRACT CONVEYED TO THE COUNTY OF HARRIS AS RECORDED UNDER H.C.C.F. NO. 20130448301 AND SAID 16.4724 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 18.778 ACRE TRACT, FROM WHICH A CORNER BEARS FOR REFERENCE, NORTH 81 DEG. 09 MIN. 40 SEC. EAST, 244.50 FEET TO THE NORTHEAST CORNER OF SAID 1.2504 ACRE TRACT AT THE INTERSECTION OF THE SOUTHERLY R.O.W. LINE OF SAID HOLDERRIETH ROAD AND THE WESTERLY R.O.W. LINE OF HUFFSMITH-KOHRVILLE ROAD, FROM WHICH A FOUND 3/4 INCH IRON ROD BEARS FOR REFERENCE, NORTH 00 DEG. 33 MIN. 11 SEC. EAST, 0.32 FEET;

THENCE, SOUTH 01 DEG. 30 MIN. 23 SEC. EAST, LEAVING SAID R.O.W. LINE, A DISTANCE OF 20.25 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE COMMON LINE OF SAID 18.778 ACRE TRACT AND SAID 16.4724 ACRE TRACT, MARKING A WESTERLY CORNER OF SAID 1.2504 ACRE TRACT AND THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 16.4724 ACRE TRACT AND ALONG THE SOUTH AND WEST LINES OF SAID 1.2504 ACRE TRACT, THE FOLLOWING COURSES:

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SOUTH 49 DEG. 19 MIN. 45 SEC. EAST, 26.30 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET FOR AN ANGLE POINT;

SOUTH 00 DEG. 10 MIN. 48 SEC. WEST, 317.41 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2050.00 FEET, A CENTRAL ANGLE OF 07 DEG. 42 MIN. 23 SEC., AN ARC LENGTH OF 275.73 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 03 DEG. 40 MIN. 24 SEC. EAST, 275.52 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

SOUTH 07 DEG. 31 MIN. 35 SEC. EAST, 430.17 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4400.00 FEET, A CENTRAL ANGLE OF 03 DEG. 18 MIN. 53 SEC., AN ARC LENGTH OF 257.44 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 05 DEG. 52 MIN. 09 SEC. EAST, 257.40 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

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ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4438.00 FEET, A CENTRAL ANGLE OF 07 DEG. 40 MIN. 46 SEC., AN ARC LENGTH OF 594.83 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 00 DEG. 22 MIN. 20 SEC. EAST, 594.38 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE WESTERLY R.O.W. LINE OF SAID HUFFSMITH-KOHRVILLE ROAD, MARKING THE SOUTH CORNER OF SAID 1.2504 ACRE TRACT AND AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE WESTERLY R.O.W. LINE OF SAID HUFFSMITH-KOHRVILLE ROAD, SOUTH 44 DEG. 53 MIN. 38 SEC. WEST, A DISTANCE OF 105.45 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE NORTHEAST CORNER OF A CALLED 3.368 ACRE TRACT CONVEYED TO THE CITY OF TOMBALL AS RECORDED UNDER H.C.C.F. NO. 2787303 AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS FOR REFERENCE, NORTH 00 DEG. 43 MIN. 29 SEC. WEST, 0.54 FEET;

THENCE, DEPARTING SAID R.O.W., SOUTH 88 DEG. 29 MIN. 37 SEC. WEST, A DISTANCE OF 186.82 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE EAST LINE OF A CALLED 26.0641 ACRE TRACT CONVEYED TO THE CITY OF TOMBALL AS RECORDED UNDER H.C.C.F. NO. 3346741 AND MARKING THE NORTHWEST CORNER OF SAID 3.368 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 01 DEG. 30 MIN. 23 SEC. WEST, A DISTANCE OF 1906.33 FEET TO THE PLACE OF BEGINNING AND CONTAINING 11.1307 ACRES OR 484,852 SQUARE FEET OF LAND AS SHOWN ON THE SURVEY, JOB NO. 53431 FILED IN THE OFFICES OF WINDROSE LAND SERVICES, INC.

We certify that the above described tract of land is lying within the boundary limits of the City, and is adjoining the outer boundary of the City, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

11311 Holderrieth Limited, L.P.,
a Texas limited partnership
Signed: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

THE STATE OF TEXAS §
COUNTY OF ______ §

BEFORE ME, the undersigned authority, on this day personally appeared ____________________, known to me to be the person whose name is subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of __________, 2026.

(Seal) ______________________
Notary Public in and for Harris County, Texas

ORDINANCE NO. 2026-__

AN ORDINANCE GRANTING THE REQUEST FOR DISANNEXATION OF A CERTAIN TRACT OF LAND CONTAINING 11.130 ACRES OR 484,832 SQUARE FEET OF LAND, SITUATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT NO. 70, HARRIS COUNTY, TEXAS, BEING OUT OF A CALLED 16.4724 ACRE TRACT CONVEYED TO 11311 HOLDERRIETH LIMITED, L.P. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W840420, TOMBALL, TEXAS; LOCATED AT 11311 HOLDERRIETH ROAD; PROVIDING FOR SEVERABILITY

WHEREAS, 11311 Holderrieth Limited, L.P., a Texas limited partnership, is the owner (the "Owner") of the said property described in Metes and Bounds in Exhibit "A" (the "Property"), as evidenced by Special Warranty Deed in Exhibit "A"; and

WHEREAS, the Owner has submitted a request that the City of Tomball disannex the Property from the City of Tomball, Exhibit "A"; and

WHEREAS, the above described tract lies within the boundary of the City of Tomball, Texas and adjoins the outer boundary of the City; and

WHEREAS, Texas Local Government Code, at Section 43.141 allows a municipality to disannex an area if the municipality fails to perform its obligations in accordance with the service plan; and

WHEREAS, the City has collected taxes but provides no water, wastewater, gas, solid waste collection, or police protection services to the Property; and

WHEREAS, Texas Local Government Code, at Section 43.142 allows a home-rule municipality to disannex an area in the municipality according to rules as may be provided by the charter of the municipality; and

WHEREAS, Tomball Code of Ordinances Section 2.04 permits territory lying within the boundary limits of the City and adjoining the outer boundary of the City to be detached from the City by ordinance following a petition.

In accordance with Section 6.14 of the City Charter, Ordinance No. 2026-__ was introduced before the Tomball City Council on the _____ day of ______________, 2026.

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

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

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

Section 3. The boundaries and limits of the City of Tomball, Texas, are hereby amended to exclude all of the territory described in Exhibit "A" attached hereto, and said territory hereinafter described shall hereby be disannexed from the City, to wit:

SEE ATTACHED (Exhibit A)

Section 4. That the above described territory and the area so disannexed shall not be a part of the City of Tomball, Texas, and the property so disannexed hereby shall not bear its pro rata part of the taxes levied by the City of Tomball, Texas, and the inhabitants thereof shall be not entitled to services provided by the City except as set forth in any separate agreement between Owner and the City.

Section 5. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or parts shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

Section 6. Should this ordinance for any reason be ineffective as to any part of the area hereby disannexed from the City of Tomball, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to all of the remainder of the area. If there is included within the general description of territory set out in this Ordinance to be disannexed from the City of Tomball any lands or area which are presently part of and included within the limits of any other city or within the extraterritorial jurisdiction of any other City, or which are not within the City of Tomball's jurisdiction to disannex, the same is hereby excluded and excepted from the territory to be disannexed as fully as if such excluded and excepted area were expressly described herein.

PASSED AND APPROVED on First Reading in Tomball, Texas this _____ day of _______, 2026.

PASSED AND APPROVED on Second Reading in Tomball, Texas this _____ day of _______, 2026.

FOR: CITY OF TOMBALL, TEXAS

____
LORI KLEIN QUINN, Mayor

ATTEST:

____
THOMAS HARRIS, City Secretary

FOR: THE OWNER

______________________ [SIGNATURE]

______________________ [NAME]

Exhibit "A"

A TRACT OR PARCEL CONTAINING 11.130 ACRES OR 484,832 SQUARE FEET OF LAND, SITUATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT NO. 70, HARRIS COUNTY, TEXAS, BEING OUT OF A CALLED 16.4724 ACRE TRACT CONVEYED TO 11311 HOLDERRIETH LIMITED, L.P. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W840420, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW, WITH ALL BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

COMMENCING AT A 1 INCH IRON PIPE FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HOLDERRIETH ROAD (WIDTH VARIES) RECORDED UNDER FILM CODE (F.C.) NO. 594151, HARRIS COUNTY MAP RECORDS (H.C.M.R.), MARKING THE NORTHEAST CORNER OF A CALLED 18.778 ACRE TRACT CONVEYED TO BERNHARD AND ALVINA HOLDERRIETH AS RECORDED UNDER H.C.C.F. NO. P225191;

THENCE NORTH 81 DEG. 09 MIN. 40 SEC. EAST, ALONG AND WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HOLDERRIETH ROAD, A DISTANCE OF 409.45 FEET TO A POINT MARKING THE NORTHWEST CORNER OF A CALLED 1.2504 ACRE TRACT CONVEYED TO THE COUNTY OF HARRIS AS RECORDED UNDER H.C.C.F. NO. 20130448301 AND SAID 16.4724 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 18.778 ACRE TRACT, FROM WHICH A CORNER BEARS FOR REFERENCE, NORTH 81 DEG. 09 MIN. 40 SEC. EAST, 244.50 FEET TO THE NORTHEAST CORNER OF SAID 1.2504 ACRE TRACT AT THE INTERSECTION OF THE SOUTHERLY R.O.W. LINE OF SAID HOLDERRIETH ROAD AND THE WESTERLY R.O.W. LINE OF HUFFSMITH-KOHRVILLE ROAD, FROM WHICH A FOUND 3/4 INCH IRON ROD BEARS FOR REFERENCE, NORTH 00 DEG. 33 MIN. 11 SEC. EAST, 0.32 FEET;

THENCE, SOUTH 01 DEG. 30 MIN. 23 SEC. EAST, LEAVING SAID R.O.W. LINE, A DISTANCE OF 20.25 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE COMMON LINE OF SAID 18.778 ACRE TRACT AND SAID 16.4724 ACRE TRACT, MARKING A WESTERLY CORNER OF SAID 1.2504 ACRE TRACT AND THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 16.4724 ACRE TRACT AND ALONG THE SOUTH AND WEST LINES OF SAID 1.2504 ACRE TRACT, THE FOLLOWING COURSES:

NORTH 81 DEG. 09 MIN. 42 SEC. EAST, 203.13 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET FOR AN ANGLE POINT;

SOUTH 49 DEG. 19 MIN. 45 SEC. EAST, 26.30 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET FOR AN ANGLE POINT;

SOUTH 00 DEG. 10 MIN. 48 SEC. WEST, 317.41 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE LEFT;

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THENCE, DEPARTING SAID R.O.W., SOUTH 88 DEG. 29 MIN. 37 SEC. WEST, A DISTANCE OF 186.82 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE EAST LINE OF A CALLED 26.0641 ACRE TRACT CONVEYED TO THE CITY OF TOMBALL AS RECORDED UNDER H.C.C.F. NO. 3346741 AND MARKING THE NORTHWEST CORNER OF SAID 3.368 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 01 DEG. 30 MIN. 23 SEC. WEST, A DISTANCE OF 1906.33 FEET TO THE PLACE OF BEGINNING AND CONTAINING 11.1307 ACRES OR 484,852 SQUARE FEET OF LAND AS SHOWN ON THE SURVEY, JOB NO. 53431 FILED IN THE OFFICES OF WINDROSE LAND SERVICES, INC.

AFFIDAVIT OF PROPERTY OWNER

THE STATE OF TEXAS §

HARRIS COUNTY §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Young, who, being by me duly sworn, stated under oath as follows:

1. My name is Jerry Young. I am over eighteen (18) years of age, of sound mind, and capable of making this affidavit. I am a resident of Harris County, Texas. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. I am General Counsel of 11311 Holderreith Limited, L.P., a Texas limited partnership and the property owner of 11311 Holderrieth Road, Tomball, Texas, 77375.

3. I have signed the attached Petition for Disannexation, which was posted at the following locations:

   a. **Tomball Community Center, 221 Market Street, Tomball, Texas 77375** on May 21, 2026 at 10:29 a.m. The Petition was posted to the bulletin board.

   b. **Harris County JP (Precinct 4), 6831 Cypresswood Dr., Spring, TX 77379** on May 21, 2026 at 10:57 a.m. The Petition was posted to the courthouse door.

   c. **Tomball City Hall, 401 Market Street, Tomball, Texas 77375** on May 21, 2026 at 10:22 a.m. City Hall does not allow postings but stamped the Petition for record.

   d. **Lone Star College Library, 30555 Tomball Pkwy, Tomball, TX 77375** on May 27, 2026 at 1:55 p.m. The Petition was posted in a posting notebook available to anyone who wishes to view postings.

4. The above statements are true and correct. Further, I say not.

Jerry Young

SWORN TO AND SUBSCRIBED before me this 3rd day of June, 2026.

[SEAL]

NEVA KERR LESZCZYNSKI
Notary Public, State of Texas
Comm. Expires 10-16-2027
Notary ID 5838579

Notary Public, State of Texas

Houston Chronicle
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for Hearst Newspapers, LLC – dba: Houston Chronicle, a newspaper published in Harris County, Texas and generally circulated in the Counties of: Harris, Trinity, Walker, Grimes, Polk, San Jacinto, Washington, Montgomery, Liberty, Austin, Waller, Chambers, Colorado, Brazoria, Fort Bend, Galveston, Wharton, Jackson, and Matagorda and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Customer	Campaign ID	Publication	Pub Date
21062937	HUSCH BLACKWELL	11126824	HCN Cypress Creek Champions	5/20/2026
			HCN Cypress Creek Cypress	5/20/2026
			HCN Tomball Potpourri	5/20/2026

Victoria Bond
Newspaper Representative (signature)

Victoria Bond
Newspaper Representative (printed)

Sworn and subscribed to before me, this 21st day of May A.D. 2026.

VERONICA MARIE TYRONE NOTARY PUBLIC STATE OF TEXAS ID 7163357 EXP. 02-10-2028

Veronica Tyrone
Notary Public in and for the State of Texas

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PROFESSIONAL

DESIGN ENGINEER

M Lanza Engineering PLLC — Ed req/See Below
Tombal, TX — Yrs exp/See Below
See Below to Apply — Full-Time

Design Engineer (Tomball, TX): Perform civil engineering design from preliminary through to final design. Coordinate projects logistics w/various governmental agencies, cities, & counties. Develop comprehensive land plans, specs, reports, quantity computations & site infrastructure designs. Produce architectural floor plans & elevations using CAD drafting software. Prep documentation req'd for permitting of site development projects. Conduct initial construction site inspections. Define project objectives & discuss scope of work during initial meetings w/clients. Ensure design compliance with state/local codes, ordinances & agency reqmnts. Reqs. Bach's deg in civil engrg or foreign equiv & 60 mos relev work exp. Mail resumes to M Lanza Engineering PLLC: 11603 Spring Cypress Rd., Ste B, Tomball TX 77377.

GENERAL LEDGER ACCOUNTANT

Vego Innovations, Inc. — Ed req/See Below
Tomball, TX — Yrs exp/See Below
See Below to Apply — Full-Time

General Ledger Accountant: Vego Innovations, Inc. in Tomball, TX. Perform month-end closing assignments, ensure complete, accurate, and timely accounting of all transactions, and assist in the preparation of audit requests and the development of process improvements and automation initiatives. MS req. Res: 13808 Boudreaux Rd., Bldg. # 2, Tomball, TX 77377 or email hr@vegogarden.com.

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LEGAL NOTICES

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Legals/Public Notices

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS

MONDAY, JUNE 1, 2026
6:00 P.M.

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Tomball, Texas for 6:00 p.m. on June 1, 2026 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law). The public hearing will be held to consider annexation proceedings to enlarge and extend the boundary limits of said city limits to include the following described territory, to-wit:

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

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

IPLHCN0139751

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

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

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

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

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Planning Division, at (281) 290-1477 or at planning@tomballtx.gov.
IPLHCN0140635

TO THE RESIDENTS OF HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 116:

NOTICE IS HEREBY GIVEN, pursuant to 51.129, Texas Water Code, that there has been an amendment to the Order Establishing Water and Sewer Rates, Rules and Regulations (the "Rate Order") for Harris County Water Control & Improvement District No. 116 (the "District"). The Rate Order contains definitions of terms, water and sewer rates and rules and regulations covering water and sewer service within and enforcement provisions of the District. The District's Rate Order has been amended to increase certain fees charged by the District. The entire Rate Order is on file at the offices of Radcliffe Adams Barner PLLC, 3355 West Alabama Street, Suite 350, Houston, Texas 77098; and is located on the District's website, www.huntwickwater.com, where it may be read by any interested person. The Rate Order was adopted on May 11, 2026, and the rules and regulations contained therein are effective and enforceable on June 1, 2026, which is more than five (5) days after the final publication of this notice.

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LEGAL NOTICES

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legals@chron.com

Legals/Public Notices

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide:
Sport Surfaces, Installation and Related Materials (RFP No. 26-16)
PROPOSAL DUE DATE:
JUNE 23, 2026, BEFORE 02:00 PM LOCAL TIME.
In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at https://region4esc.ionwave.net or at https://esc4.net.
IPLHCN0138794

FIRST NOTICE OF PUBLICATION:
Spring Auto Storage
20603 Rhodes Rd. Spring, TX 77388
Ph # 346-505-3520
VSF TDLR License # 0657865VSF
www.tdlr.texas.gov

2017 Kubota SVL 95-2s (Orange Color)
Serial No: 1014440
Total for charges as of 01/11/2026: $470.41
IPLHCN0140100

Notice of Self Storage Sale
Please take notice StoreEase - Tomball located at 23512 Kuykendahl Rd Tomball TX 77375 intends to hold a public sale to the highest bidder of the property stored by the following tenants at the storage facility. The sale will occur as an online auction via www.storagetreasures.com on 6/10/2026 at 10:00 AM. Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Christie Coursey. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
IPLHCN0139855

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Public Notice
Q&A

What is a public notice?

It's information about important government activities. Notice in the newspaper is required for a good reason — to make sure it's NOTICED. It's crucial to government transparency...and government accountability.

Your local paper is the most visible, independent source for this crucial service. We not only print notices in the paper, but post them on our website and a statewide website at no extra charge. And they're archived forever, so there's a permanent and unalterable record.

Texas newspapers have published public notices since 1836. As your hometown paper, we're proud to provide this service to our communities.

What makes newspapers the best source for public notice?

Newspapers are independent, credible, and can guarantee readership. Newspaper readers pay attention to what's going on in the community.

Newspapers are read both in print and online. So are the public notices we publish. And after they're published, we archive them. Forever.

Since 1836, Texans have relied on their newspapers to provide public notices. They still do...for lots of good reasons.

HUSCH BLACKWELL

Kate David
600 Travis Street, Suite 2350
Houston, Texas 77002
Direct: 713-525-6258
Kate.David@huschblackwell.com

May 6, 2026

Thomas Harris
City Secretary, City of Tomball
401 Market St. Tomball, TX 77375
281-290-1019
tharris@tomballtexas.gov

RE: Petition for Disannexation – 11311 Holderreith Limited, L.P.

TO THE CITY SECRETARY OF TOMBALL, TEXAS:

11311 Holderreith Limited, L.P. owner (the "Owner") of several tracts of land (the "Property") located inside Tomball city limits, respectfully requests disannexation from the City of Tomball. Attached are the owner's petition for disannexation, draft ordinance, and legal description of the Property. We request that the City Secretary promptly post this item to a Council agenda with the following posting language for consideration of an ordinance disannexing the Property from the City's full-purpose jurisdiction:

CONSIDER INTRODUCING ORDINANCE 2026-__ REGARDING THE DISANNEXATION OF CERTAIN PROPERTY FROM THE CITY LIMITS OF THE CITY OF TOMBALL

The Property consists of approximately 11.130 acres and is located at 11311 Holderrieth Road, Tomball, TX 77375. The City collects taxes but provides no services to the Property. For instance, the Property receives water from a private water well, wastewater services from an onsite system, and gas from CenterPoint Energy. Moreover, solid waste collection is provided by Republic Services, a private company unaffiliated with the City. Nor does the City provide police protection; these services are instead offered by the Harris County Sheriff's Department. Disannexation would enable the owner to move forward with development in the ETJ and obtain alternative services for the Property.

Thank you for your consideration, and please let me know if you have any questions.

Sincerely,
Kate David

PETITION REQUESTING DISANNEXATION BY AREA LANDOWNER

1. Agent's Contact Information

The following individual is an agent acting on behalf of the detached property owner that should be notified of information pertaining to this detachment request.
Name: Jerry Young
Company Name: 11311 Holderreith Limited, L.P.
Mailing Address: 12800 Northwest Freeway, Houston, TX 77040
Phone Number: (713) 452-7775
E-mail Address: JYoung@mustangcat.com

2. Property Address

11311 Holderrieth Road, Tomball, Texas 77375

TO THE MAYOR AND CITY COUNCIL OF THE GOVERNING BODY OF TOMBALL, TEXAS:
The undersigned owners of the hereinafter described tract of land, which represents each and every owner of the land in the area requesting detachment, petition your honorable Body to adjust the present city limits so as to exclude as part of the City of Tomball, Texas, the following described territory, to wit:

A TRACT OR PARCEL CONTAINING 11.130 ACRES OR 484,852 SQUARE FEET OF LAND, SITUATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT NO. 70, HARRIS COUNTY, TEXAS. BEING OUT OF A CALLED 16.4724 ACRE TRACT CONVEYED TO 11311 HOLDERREITH LIMITED, L.P. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W840420, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW, WITH ALL BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

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SOUTH 00 DEG. 10 MIN. 48 SEC. WEST, 317.41 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE LEFT,

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We certify that the above described tract of land is lying within the boundary limits of the City Confirm is adjoining the outer boundary of the City, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

11311 Holderreith Limited, L.P.,
a Texas limited partnership
Signed: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

THE STATE OF TEXAS §
COUNTY OF ________ §

BEFORE ME, the undersigned authority, on this day personally appeared ______________________, known to me to be the person whose name is subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of __________, 2026.

(Seal) ______________________
Notary Public in and for Harris County, Texas

ORDINANCE NO. 2026-

AN ORDINANCE GRANTING THE REQUEST FOR DISANNEXATION OF A CERTAIN TRACT OF LAND CONTAINING 11.130 ACRES OR 484,852 SQUARE FEET OF LAND, SITUATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT NO. 70, HARRIS COUNTY, TEXAS. BEING OUT OF A CALLED 16.4724 ACRE TRACT CONVEYED TO 11311 HOLDERREITH LIMITED, L.P. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W840420, TOMBALL, TEXAS; LOCATED AT 11311 HOLDERRIETH ROAD; PROVIDING FOR SEVERABILITY.

WHEREAS, 11311 Holderreith Limited, L.P., a Texas limited partnership, is the owner (the "Owner") of the said property described in Metes and Bounds in Exhibit "A" (the "Property"), as evidenced by Special Warranty Deed in Exhibit "A"; and

WHEREAS, the Owner has submitted a request that the City of Tomball disannex the Property from the City of Tomball, Exhibit "A"; and

WHEREAS, the above described tract lies within the boundary of the City of Tomball, Texas and adjoins the outer boundary of the City; and

WHEREAS, Texas Local Government Code, at Section 43.141 allows a municipality to disannex an area if the municipality fails to perform its obligations in accordance with the service plan; and

WHEREAS, the City has collected taxes but provides no water, wastewater, gas, solid waste collection, or police protection services to the Property; and

WHEREAS, Texas Local Government Code, at Section 43.142 allows a home-rule municipality to disannex an area in the municipality according to rules as may be provided by the charter of the municipality; and

WHEREAS, Tomball Code of Ordinances Section 2.04 permits territory lying within the boundary limits of the City and adjoining the outer boundary of the City to be detached from the City by ordinance following a petition.

In accordance with Section 6.14 of the City Charter, Ordinance No. 2026-__ was introduced before the Tomball City Council on the ____ day of ____________, 2026.

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

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

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

Section 3. The boundaries and limits of the City of Tomball, Texas, are hereby amended to exclude all of the territory described in Exhibit "A" attached hereto, and said territory hereinafter described shall hereby be disannexed from the City, to wit:

SEE ATTACHED **(Exhibit A)**

Section 4. That the above described territory and the area so disannexed shall not be a part of the City of Tomball, Texas, and the property so disannexed hereby shall not bear its pro rata part of the taxes levied by the City of Tomball, Texas, and the inhabitants thereof shall be not entitled to services provided by the City except as set forth in any separate agreement between Owner and the City.

Section 5. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

Section 6. Should this ordinance for any reason be ineffective as to any part of the area hereby disannexed from the City of Tomball, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to all of the remainder of the area. If there is included within the general description of territory set out in this Ordinance to be disannexed from the City of Tomball any lands or area which are presently part of and included within the limits of any other city or within the extraterritorial jurisdiction of any other city, or which are not within the City of Tomball's jurisdiction to disannex, the same is hereby excluded and excepted from the territory to be disannexed as fully as if such excluded and excepted area were expressly described herein.

PASSED AND **APPROVED on First Reading** in Tomball, Texas this _____ day of ________, 2026.

PASSED AND **APPROVED on Second Reading** in Tomball, Texas this _____ day of ______, 2026.

FOR: CITY OF TOMBALL, TEXAS
____
LORI KLEIN QUINN, Mayor

ATTEST:
____
THOMAS HARRIS, City Secretary

FOR: THE OWNER
______________ [SIGNATURE]
______________ [NAME]

Exhibit "A"

A TRACT OR PARCEL CONTAINING 11.130 ACRES OR 484,852 SQUARE FEET OF LAND, SITUATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT NO. 70, HARRIS COUNTY, TEXAS. BEING OUT OF A CALLED 16.4724 ACRE TRACT CONVEYED TO 11311 HOLDERREITH LIMITED, L.P. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W840420, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW, WITH ALL BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

COMMENCING AT A 1 INCH IRON PIPE FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HOLDERREITH ROAD (WIDTH VARIES) RECORDED UNDER FILM CODE (F.C.) NO. 594151, HARRIS COUNTY MAP RECORDS (H.C.M.R.), MARKING THE NORTHEAST CORNER OF A CALLED 18.778 ACRE TRACT CONVEYED TO BERNHARD AND ALVINA HOLDERIETH AS RECORDED UNDER H.C.C.F. NO. P225191;

THENCE NORTH 81 DEG. 09 MIN. 40 SEC. EAST, ALONG AND WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HOLDERREITH ROAD, A DISTANCE OF 409.45 FEET TO A POINT MARKING THE NORTHWEST CORNER OF A CALLED 1.2504 ACRE TRACT CONVEYED TO THE COUNTY OF HARRIS AS RECORDED UNDER H.C.C.F. NO. 201 6466901 AND SAID 16.4724 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 18.778 ACRE TRACT, FROM WHICH A CORNER BEARS FOR REFERENCE, NORTH 81 DEG. 09 MIN. 40 SEC. EAST, 244.50 FEET TO THE NORTHEAST CORNER OF SAID 1.2504 ACRE TRACT AT THE INTERSECTION OF THE SOUTHERLY R.O.W. LINE OF SAID HOLDERREITH ROAD AND THE WESTERLY R.O.W. LINE OF HUFFSMITH-KOHRVILLE ROAD, FROM WHICH A FOUND 3/4 INCH IRON ROD BEARS FOR REFERENCE, NORTH 00 DEG. 33 MIN. 11 SEC. EAST, 0.32 FEET;

THENCE, SOUTH 01 DEG. 30 MIN. 23 SEC. EAST, LEAVING SAID R.O.W. LINE, A DISTANCE OF 20.25 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE COMMON LINE OF SAID 18.778 ACRE TRACT AND SAID 16.4724 ACRE TRACT, MARKING A WESTERLY CORNER OF SAID 1.2504 ACRE TRACT AND THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 16.4724 ACRE TRACT AND ALONG THE SOUTH AND WEST LINES OF SAID 1.2504 ACRE TRACT, THE FOLLOWING COURSES:

NORTH 81 DEG. 09 MIN. 42 SEC. EAST, 203.13 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET FOR AN ANGLE POINT;

SOUTH 49 DEG. 19 MIN. 45 SEC. EAST, 26.30 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET FOR AN ANGLE POINT;

SOUTH 00 DEG. 10 MIN. 48 SEC. WEST, 317.41 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE LEFT,

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2050.00 FEET, A CENTRAL ANGLE OF 07 DEG. 42 MIN. 23 SEC., AN ARC LENGTH OF 275.73 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 03 DEG. 40 MIN. 24 SEC. EAST, 275.52 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

SOUTH 07 DEG. 31 MIN. 35 SEC. EAST, 430.17 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4450.00 FEET, A CENTRAL ANGLE OF 03 DEG. 18 MIN. 53 SEC., AN ARC LENGTH OF 257.44 FEET. AND A CHORD BEARING AND DISTANCE OF SOUTH 05 DEG. 52 MIN. 09 SEC. EAST, 257.40 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT:

SOUTH 85 DEG. 47 MIN. 18 SEC. WEST, 12.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4438.00 FEET, A CENTRAL ANGLE OF 07 DEG. 40 MIN. 46 SEC., AN ARC LENGTH OF 594 83 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 00 DEG. 22 MIN. 20 SEC. EAST, 594.38 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE WESTERLY R.O.W LINE OF SAID HUFFSMITH-KOHRVILLE ROAD, MARKING THE SOUTH CORNER OF SAID 1.2504 ACRE TRACT AND AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE WESTERLY R.O.W. LINE OF SAID HUFFSMITH-KOHRVILLE ROAD, SOUTH 44 DEG. 53 MIN. 35 SEC. WEST, A DISTANCE OF 105.45 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE NORTHEAST CORNER OF A CALLED 3.989 ACRE TRACT CONVEYED TO THE CITY OF TOMBALL AS RECORDED UNDER H.C.C.F. NO. X787363 AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS FOR REFERENCE, NORTH 00 DEG. 43 MIN. 29 SEC. WEST, 0.54 FEET;

THENCE, DEPARTING SAID R.O.W., SOUTH 88 DEG. 29 MIN. 37 SEC. WEST, A DISTANCE OF 186.62 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE EAST LINE OF A CALLED 26.0841 ACRE TRACT CONVEYED TO THE CITY OF TOMBALL AS RECORDED UNDER H.C.C.F. NO. X346741 AND MARKING THE NORTHWEST CORNER OF SAID 3.989 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 01 DEG 30 MIN. 23 SEC. WEST, A DISTANCE OF 1936.33 FEET TO THE PLACE OF BEGINNING AND CONTAINING 11.1307 ACRES OR 484,852 SQUARE FEET OF LAND AS SHOWN ON THE SURVEY, JOB NO. 53491 FILED IN THE OFFICES OF WINDROSE LAND SERVICES, INC.

ORDINANCE NO. 2026-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, GRANTING THE REQUEST FOR DISANNEXATION OF A CERTAIN TRACT OF LAND CONTAINING 11.130 ACRES OR 484,852 SQUARE FEET, SITUATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT NO. 70, HARRIS COUNTY, TEXAS, BEING OUT OF A CALLED 16.4724 ACRE TRACT CONVEYED TO 11311 HOLDERREITH LIMITED, L.P. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. W840420, LOCATED AT 11311 HOLDERRIETH ROAD, TOMBALL, TEXAS; AMENDING THE CITY'S CORPORATE BOUNDARIES TO EXCLUDE SAID PROPERTY; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 11311 Holderreith Limited, L.P., a Texas limited partnership (the "Owner"), is the owner of certain tracts of land totaling approximately 11.130 acres (the "Property") located at 11311 Holderrieth Road, Tomball, Texas 77375, within the corporate limits of the City of Tomball, Texas (the "City"), and more particularly described by metes and bounds in Exhibit "A," attached hereto and incorporated herein for all purposes; and

WHEREAS, the Property lies within the boundary limits of the City and adjoins the outer boundary of the City as required by applicable law; and

WHEREAS, the Owner filed a Petition Requesting Disannexation with the City Secretary on June 8, 2026, executed and notarized by the Owner as required by Texas Local Government Code § 43.141 (the "Petition"); and

WHEREAS, Texas Local Government Code § 43.141 authorizes the owners of land in an annexed area to petition the governing body of a municipality to disannex the area if the municipality fails to provide services to the area in accordance with the service plan for the annexation; and

WHEREAS, the City has reviewed the annexation service plan applicable to the Property and the City, in the exercise of its discretion, elects to grant disannexation pursuant to § 43.142 and Section 2.04 of the Code of Ordinances"; and

WHEREAS, Texas Local Government Code § 43.142 also authorizes a home-rule municipality to disannex an area in the municipality according to rules as may be provided by the charter of the municipality; and

WHEREAS, Section 2.04 of the Tomball Code of Ordinances permits territory lying within the boundary limits of the City and adjoining the outer boundary of the City to be detached from the City by ordinance following a petition by the landowner; and

WHEREAS, the City Council has reviewed the Petition, the legal description of the Property, and the applicable statutory and charter authority, and finds that disannexation of the Property is appropriate and authorized under state law and the City Charter; and

WHEREAS, in accordance with Section 6.14 of the Tomball City Charter, this Ordinance was introduced before the Tomball City Council on the _____ day of _____, 2026.

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

Section 1. Findings. The City Council hereby finds and declares that the recitals set forth in the preamble of this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Disannexation Granted. The request for disannexation of the Property described in Exhibit "A," attached hereto and incorporated herein for all purposes, is hereby GRANTED. The Property shall be disannexed from the corporate limits of the City of Tomball, Texas, effective upon adoption of this Ordinance on Second Reading.

Section 3. Amended Corporate Boundaries. The boundaries and limits of the City of Tomball, Texas are hereby amended to exclude all of the territory described in Exhibit "A." Said territory is hereby disannexed from the City, and the City's official boundary maps and records shall be amended accordingly. The City Secretary is directed to file a certified copy of this Ordinance with the Harris County Clerk and to provide notice to the Harris County Appraisal District as required by law.

Section 4. Tax and Service Obligations. The territory described in Exhibit "A" and hereby disannexed shall not be a part of the City of Tomball, Texas, and shall not bear its pro rata part of any taxes levied by the City subsequent to the effective date of this Ordinance. The inhabitants of the disannexed area shall not be entitled to City services except as may be separately agreed in writing between the Owner and the City. Any outstanding ad valorem taxes owing to the City for tax years prior to the effective date of disannexation remain due and payable and are not affected by this Ordinance.

Section 5. Savings. All rights and remedies of the City are expressly saved as to any and all violations of the City's ordinances or charter that may have accrued prior to the effective date of this Ordinance, and as to any such violations, the City's ordinances shall remain in full force and effect.

Section 6. Severability. Should any section, part, clause, sentence, or provision of this Ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such determination shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect. If this Ordinance is for any reason ineffective as to any part of the area hereby disannexed, such ineffectiveness shall not affect the disannexation of the remainder of the area. Any lands included within the general description of territory set out herein that are presently within the limits of any other city, or within the extraterritorial jurisdiction of any other city, or

that are not within the City's jurisdiction to disannex, are hereby expressly excluded and excepted from the territory to be disannexed.

Section 7. Effective Date. This Ordinance shall take effect immediately upon passage and adoption on Second Reading in accordance with Section 6.14 of the Tomball City Charter.

INTRODUCED ON FIRST READING in Tomball, Texas, this _____ day of _____, 2026.

PASSED AND APPROVED ON SECOND READING in Tomball, Texas, this _____ day of _____, 2026.

APPROVED:	**ATTEST:**
_____	_____
LORI KLEIN QUINN, Mayor City of Tomball, Texas	THOMAS HARRIS, TRMC City Secretary, City of Tomball, Texas

EXHIBIT "A"

Legal Description of Property

11311 Holderrieth Road, Tomball, Texas 77375

A TRACT OR PARCEL CONTAINING 11.130 ACRES OR 484,852 SQUARE FEET OF LAND, SITUATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT NO. 70, HARRIS COUNTY, TEXAS. BEING OUT OF A CALLED 16.4724 ACRE TRACT CONVEYED TO 11311 HOLDERREITH LIMITED, L.P. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W840420, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW, WITH ALL BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

COMMENCING AT A 1 INCH IRON PIPE FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HOLDERRIETH ROAD (WIDTH VARIES) RECORDED UNDER FILM CODE (F.C.) NO. 594151, HARRIS COUNTY MAP RECORDS (H.C.M.R.), MARKING THE NORTHEAST CORNER OF A CALLED 18.778 ACRE TRACT CONVEYED TO BERNHARD AND ALVINA HOLDERIETH AS RECORDED UNDER H.C.C.F. NO. P225191;

THENCE NORTH 81 DEG. 09 MIN. 40 SEC. EAST, ALONG AND WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HOLDERRIETH ROAD, A DISTANCE OF 409.45 FEET TO A POINT MARKING THE NORTHWEST CORNER OF A CALLED 1.2504 ACRE TRACT CONVEYED TO THE COUNTY OF HARRIS AS RECORDED UNDER H.C.C.F. NO. 2016466901 AND SAID 16.4724 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 18.778 ACRE TRACT, FROM WHICH A CORNER BEARS FOR REFERENCE, NORTH 81 DEG. 09 MIN. 40 SEC. EAST, 244.50 FEET TO THE NORTHEAST CORNER OF SAID 1.2504 ACRE TRACT AT THE INTERSECTION OF THE SOUTHERLY R.O.W. LINE OF SAID HOLDERRIETH ROAD AND THE WESTERLY R.O.W. LINE OF HUFFSMITH-KOHRVILLE ROAD, FROM WHICH A FOUND 3/4 INCH IRON ROD BEARS FOR REFERENCE, NORTH 00 DEG. 33 MIN. 11 SEC. EAST, 0.32 FEET;

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SOUTH 49 DEG. 19 MIN. 45 SEC. EAST, 26.30 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET FOR AN ANGLE POINT;

SOUTH 00 DEG. 10 MIN. 48 SEC. WEST, 317.41 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2050.00 FEET, A CENTRAL ANGLE OF 07 DEG. 42 MIN. 23 SEC., AN ARC LENGTH OF 275.73 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 03 DEG. 40 MIN. 24 SEC. EAST, 275.52 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

SOUTH 07 DEG. 31 MIN. 35 SEC. EAST, 430.17 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

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ON THE WESTERLY R.O.W. LINE OF SAID HUFFSMITH-KOHRVILLE ROAD, MARKING THE SOUTH CORNER OF SAID 1.2504 ACRE TRACT AND AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

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