NOTICE OF WORKSHOP/REGULAR
CITY OF TOMBALL, TEXAS

Monday, July 20, 2026
4:00 P.M.

Notice is hereby given of a Workshop and Regular meetings of the Tomball City Council, to be held on Monday, July 20, 2026 at 4:00 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.

House Bill 1522, passed by the 89th Texas Legislature, amends section 551.043 of the Texas Government Code to require that the notice of a meeting required to be posted under section 551.043(a) of the Texas Open Meetings Act, at which a governmental body will discuss or adopt a budget for the governmental body, must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year.

Description	Current FY 2025-26 Adopted Rate	FY 2026-27 No New Revenue Tax Rate	FY 2026-27 Proposed Tax Rate
Tax Rate per $100	$ 0.340940	$ Not Yet Calculated	$ 0.340940
Median Taxable Homestead Value	$ 344,235	$ Not Yet Calculated	$ 364,889
Estimated Annual Tax Bill	$ 1,173.63	$ Not Yet Calculated	$ 1,244.06

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: 858 7840 6236 Passcode: 287475.** 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. The Tomball City Council and city staff will enter into a workshop session to discuss the Proposed Fiscal Year 2026-2027 Budget.

2. Review of and Discussion on the Boards, Commissions, and Committees Handbook, to include Social Media and Online Conduct, and other updates and revisions necessary, applicable to all board, commission, committee members, and elected officials.

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

E. Invocation led by Reverend George McGavern, Church of the Good Shepherd

F. Pledges to U.S. and Texas Flags

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

H. Presentations

1. Presentation of Proclamations

- Passing of Charlie Fogarty

2. Presentation and Discussion with Harris County Precinct 3 regarding future improvements and partnership.

I. Reports and Announcements

1. Announcements

I. **Upcoming events**:

- August 7, 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
- August 13, 2026 – Kaffeeklatsch (IT Director, Ben Lato) from 8:30 – 10:00 a.m. at Tomball Community Center

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

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

1. Approve, on Second Reading, Resolution No. 2026-30-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.

2. Approve, on Second 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.

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 July 6, 2026, Workshop/Regular City Council meeting.

2. Approve Fiscal Year expenditures with Equipment Controls Company, Inc. as a sole source and exclusive authorized distributor of Sensus Gas products for the purchase of gas meters, meter components, and related equipment for an annual amount not to exceed $200,000 authorize the expenditure of funds therefor and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2025-2026 budget.

3. 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.

4. Authorize annual spending exceeding $100,000 to SMJ Equipment for repairs to Shop #23-171, Engine 2, in accordance with the Purchasing and Bidding Policy for Fiscal Year 2025-2026. These purchases are within the Fiscal Year 2025-2026 budget.

5. Approve an amendment to the professional services agreement with GrantWorks for grant administration services related to the U.S. Department of Housing and Urban Development Community Project Fund (CPF) grant received for construction phase of S. Persimmon and Timkin Street Improvements, for an amendment amount not to exceed 4.21% of the new grant received or $210,000, for a total contract amount not to exceed $504,700, approve the expenditure of funds 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 U.S. Department of Housing and Urban Development – Community Project Fund.

L. New Business

1. Conduct a Public Hearing and Consideration of and Action on the First Reading of Ordinance No. 2026-20. An Ordinance granting the request for annexation of the territory 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 (15226 FM 2920) 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.

2. Conduct a public hearing and consideration to approve Zoning Case Z26-05: Joe E. Evans, Abigail L. Bailey, and Janae E. Evans to consider a zone change from Agricultural (AG) and Commercial (C) to Planned Development (PD) on Tract 5D,

one tract containing approximately 2.96 acres of land, situated in the C Goodrich Survey, Abstract 311, located west of the northwest intersection of FM 2920 and Park Road (15226 FM 2920). The applicant is requesting to allow for the properties to be developed for multi-family uses.

Adopt, on First Reading, Ordinance No. 2026-17, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 2.96 acres of land legally described as being one tract of land, situated in the C Goodrich Survey, Abstract 311 from the Agricultural (AG) and Commercial (C) zoning districts to the Planned Development (PD) zoning district. The property is located at 15226 FM 2920, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

3. Conduct a public hearing and consideration to approve Zoning Case Z26-07: Request by Lessing Property Holdings LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tract 5 of Block 3, one tract containing approximately 0.07 acres of land, situated in the Hirschfield Farms Sec.1 Unrecorded Plat, located north of the northeast intersection of State Highway 249 and Hirschfield Road (13918 Hirschfield Road). The applicant is requesting to match the zoning of the rest of their property.

Adopt, on First Reading, Ordinance No. 2026-18, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.07 acres of land legally described as being one tract of land, situated in the Hirschfield Farms Sec.1 Unrecorded Plat from the Agricultural (AG) zoning district to the General Retail (GR) zoning district. The property is located at 13918 Hirschfield Road, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

4. Approve Resolution No. 2026-33, A Resolution by the City Council of the City of Tomball, Texas, Authorizing Publication of Notice of Intention to Issue Certificates of Obligation; Approving the Preparation of a Preliminary Official Statement; And Approving Other Matters Incidental Thereto

5. Approve a Joint Participation Interlocal Agreement with Harris County for the donation and conveyance of land located at 1414 E. Hufsmith (Broussard Community Park) by a Lease Agreement for a term of 30 years for the purpose of constructing a future community center.

6. Approve Resolution 2026-35, a Resolution of the City Council of the City of Tomball, Texas, Appointing the City Manager as the Chief Executive Officer and Authorized Representative to Act in All Matters in Connection with the Texas Water Development Board (TWDB) Water Infrastructure and Stormwater Enhancement (WISE) grant and Committing the City to Provide Matching Funds to Secure and Complete the grant application.

7. Approve Resolution No. 2026-36, 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 Water Development Board Grant Program.

8. 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.

   Sec. 551-074- Personnel Matters – Community Development Director, Police Chief

M. 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 14th day of July 2026 by 4:00 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 20, 2026

Topic:

The Tomball City Council and city staff will enter into a workshop session to discuss the Proposed Fiscal Year 2026-2027 Budget.

Background:

This is the First budget workshop to discuss the FY2026 – 2027 proposed budget.

Origination: Finance Department

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda: Bragg Farmer, Finance 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: Bragg Farmer 07.14.26 **Approved by:** _____
Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:

Review of and Discussion on the Boards, Commissions, and Committees Handbook, to include Social Media and Online Conduct, and other updates and revisions necessary, applicable to all board, commission, committee members, and elected officials.

Background:
The City of Tomball maintains a Boards, Commissions, and Committees Handbook that serves as the primary governing reference document for all citizens appointed to serve on City advisory and decision-making bodies. The Handbook was most recently revised in September 2025 and covers the following topics, among others:

- Types of City boards, commissions, committees, and separate legal entities
- Eligibility requirements and the appointment process
- Meeting procedures and attendance standards
- Member responsibilities under State and local law
- Legal liability protections and limitations
- The City of Tomball Code of Ethics

The Handbook is provided to all applicants and newly appointed members as part of the standard orientation process. Members are required to sign an Acknowledgment of Receipt and Understanding prior to taking their seat on any City body.

Separately, the Tomball Legacy Square Advisory Committee (TLSAC) — a committee operating under the Tomball Economic Development Corporation (TEDC) — adopted a Social Media Policy governing the online conduct of its members in connection with the Legacy Square redevelopment project. That policy addressed critical topics including the prohibition on conducting committee business through social media, the risk of violating the Texas Open Meetings Act through online group discussions, restrictions on sharing confidential or non-public materials, and standards for respectful public engagement online.

Recognizing that the risks and responsibilities addressed in the TLSAC Social Media Policy apply equally to all City-appointed bodies — and not exclusively to TLSAC — the City Secretary's Office, in coordination with the City Manager's Office, undertook the integration of those standards into the main Handbook as a new, City-wide chapter applicable to all members, staff, and elected officials.

Origination: City Secretary’s Office/Olson & Olson

Recommendation:

N/A

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

FUNDING (IF APPLICABLE)

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

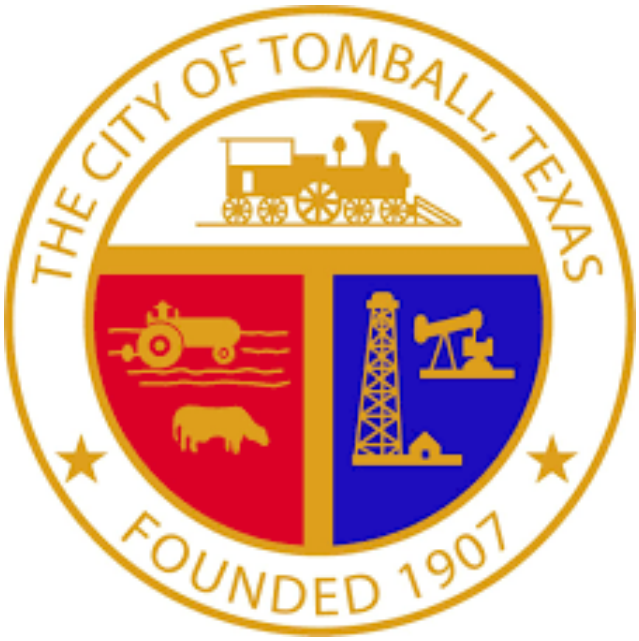
Yes: _____ No: _____ If yes, specify Account Number: # _____

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

The City of Tomball, Texas



Boards, Commissions, and Committees Handbook

Revised: September 2025

This page left blank intentionally.

City of Tomball

Lori Klein Quinn
Mayor

David Esquivel, PE
City Manager

Dear Citizen:

I would like to thank you on behalf of the Citizens of Tomball for your willingness to serve the City as an appointed member of a Board, Commission, or Committee. Your commitment of time and talent is a very important contribution to our community.

The work done by citizens who serve on Boards, Commissions, and Committees is a vital part of our city government. Board, Commission, and Committee members assist the City Council in setting public policy, implementing public policy and in communicating that policy to the community as a whole.

In recognition of the important civic commitment members of Boards, Commissions, and Committees have made, we have prepared this orientation handbook for those who are interested in possible service and to assist appointed members in performing their duties.

It is our hope that your service to the City of Tomball will be both rewarding and fulfilling. Again, thank you for your willingness to serve.

Sincerely,

Lori Klein Quinn

Lori Klein Quinn
Mayor

401 MARKET STREET • TOMBALL, TEXAS 77375-4645 • 281-351-5484

This page left blank intentionally.

TABLE OF CONTENTS

Greetings from the Mayor i

Eligibility Requirements for City of Tomball Boards & Committees **v**

Application for Boards and Commissions **vii**

Application for Tourism Advisory Committee **xvi**

Chapter I. Definitions

Boards & Commissions Defined 1
Advisory Commissions & Boards Defined 1
Tourism Advisory Committee 1
Decision-Making Boards & Commissions Defined 2
Board of Adjustments 2
Planning and Zoning Commission 4
Capital Improvement Advisory Committee 5
Building Standards Commission 6
Separate Legal Entities Defined 7
Tomball Economic Development Corporation 7
Tomball Regional Health Foundation 8
Standing Committees Defined 9
Sunset Committees Defined 9
Charter Review Commission (CRC) 9
Non-profit Corporation Boards Defined 9
Tomball Legacy Fund, Inc. 9

Chapter II. Board, Commission, and Committee Appointment Process

Application Process 10
Appointment Process 10
Notice of Appointment 10
Eligibility and Qualifications 10
Nepotism (Home Rule Charter, Sec. 6.05) 11
Oath of Office 11
Open Meetings Act Training 11

Chapter III. Meetings

Role of the Chair 12
The Role of Other Offices 12
The Agenda 12
Parliamentary Procedures 12
Public Hearings 12
Signing the Minutes for the Meeting 13
Meeting Attendance 13
Working with City Staff 13
Reporting to the City Council 13

Chapter IV. Responsibilities of the Members of Boards, Commissions, and Committees
General 14
Open Meetings Act 14
Open Records Act 14

Chapter V. Legal Liability
Personal Liability 16
Board Liability 16

Chapter VI. Code of Ethics of the City of Tomball, Texas (Ord. 93-06)
Declaration of Policy 17
Definitions 18
City Employee 18
City Officer 18
City Official 18
Ethical Principles 18
Standards of Conduct 18
Grant of Special Consideration 19
Appearances on Behalf of Private Interests 19
Appearances by Past Officials 19
Securing Special Privileges 19
Gifts 19
Disclosure or Use of Confidential Information 19
Incompatible Outside Activities 19
Incompatible Employment 20
Use of City Property for Personal Use 20
State Laws Governing Conduct 20
Conflicts of Interest 20
Bribery 21
Gifts to Public Servants 21
Tampering with Governmental Records 22
Impersonating Public Servant 22
Misuse of Official Information 22
Disrupting Meeting or Procession 22
Official Oppression 22
Official Misconduct 23
Nepotism 23
Disclosure of Interest in Property 23
Violations 23

Appendixes
Appendix A Definitions 26
Appendix B Chart of Kinship 28
Appendix C Roberts Rules of Order Relating to Motions 29
Appendix D Acknowledgment and Understanding **32**

Eligibility Requirements for City of Tomball Boards & Committees

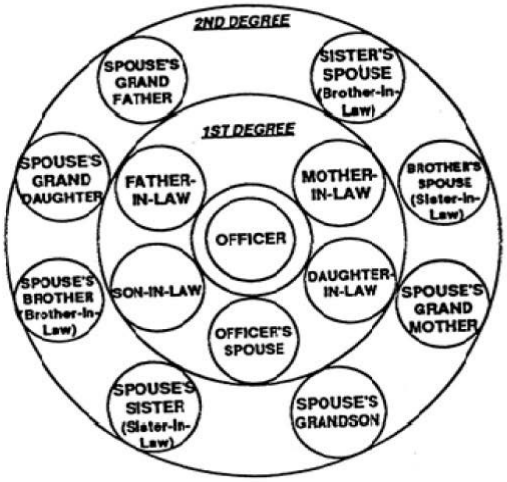
The following eligibility requirements must be met by all applicants:

1. Each member must be a U. S. Citizen and a resident of the State of Texas and the City of Tomball, who has resided in the City of Tomball for at least six (6) months, with the exception of the Business Owner and Hotel/Motel Positions on the Tourism Advisory Committee. The member shall not be related to any City Council Member in the following manner:

    - Relatives by Consanguinity shall include: parents, children, siblings, grandchildren and grandparents, great-grandparents and great-grandchildren, aunts, uncles, nieces and nephews.

    - Relatives by Affinity shall include: spouse, parents of spouse, siblings of spouse, grandparents and grandchildren of spouse.

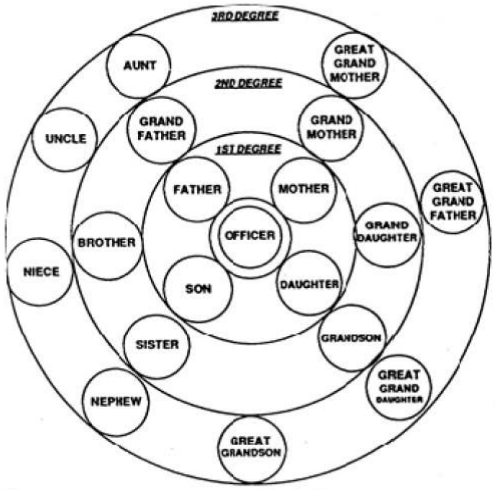
CHART OF KINSHIP



Affinity Kinship Chart
(Marriage)

The chart to the left shows: *Affinity Kinship (relationship by marriage)

The chart to the right shows: *Consanguinity Kinship (relationship by blood) for purposes on interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021-.025.



Consanguinity Kinship Chart
(Blood)

2. No member shall have a conflict of interest (business) and/or any appearance of impropriety where his/her position on that board or committee could result in a personal advantage or monetary benefit to accrue because of his/her position on the board. A member with a conflict of interest shall file an affidavit with the Board Secretary, shall state the conflict of interest, and shall leave the Chambers/meeting room during discussion and vote.

3. No person shall be eligible for appointment or reappointment if previously convicted of a felony or a crime involving moral turpitude.

4. Persons seeking appointment or reappointment to the Planning & Zoning Commission, Zoning Board of Adjustment, Tomball Economic Development Corporation, or the Tomball Regional Health Foundation shall be required to include, along with their application, a brief bio to include complete work history, description of positions held and tasks responsible for,-and professional certifications.

5. Prior to appointment, each applicant must certify that they have read the **Boards, Commissions, and Committees Handbook** ***and return the Acknowledgement Form from the Handbook, Page 33*** **(Appendix D).**

6. No member shall serve simultaneously on more than two (2) boards. Boards that have direct working relationships with each other may have non-voting, ex-officio members on the board with whom such working relationships exist. The City Council shall appoint non-voting, ex-officio members as Council liaisons to City-appointed boards, commissions, and committees.

7. All members, including ex-officio members, shall serve without salary.

8. Active participation by all appointed members is necessary for proper functioning of boards. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service.

9. No member shall use their position for any personal influence or monetary gain and shall not purport to represent the board, commission, or committee in any way.

10. The City Council, by majority vote, shall have the authority to remove any member of a board from office whenever, in its discretion, the best interest of the City shall be served, with the exception of the Board of Adjustments.

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: _____

Name: _____

Phone: _____ (Home)

Address: _____

Phone: _____ (Work)

City/State/Zip _____

Cell: _____

Email: _____

I have lived in Tomball ___ years.

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

Occupation: _____

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

_____

_____

_____

_____

Please attach a short biography to this application.

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

_____

_____

_____

_____

_____

_____

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

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

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

Decision-Making Boards and Commissions	Meeting Information
( ) Planning & Zoning Commission	Second Monday each month, 6 p.m.
( ) Capital Improvement Advisory Committee	Second Monday in June & December, 5:30 p.m.
( ) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
( ) Tomball Economic Development Corporation	Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
( ) Tomball Regional Health Foundation	Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees	Meeting Information
( ) Downtown Tomball Advisory Committee DTAC does not require Tomball residency	As called

Non-profit Corporation Boards	Meeting Information
( ) Tomball Legacy Fund, Inc. Position 7, Tomball Legacy Fund, does not require Tomball residency	As called

****

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

_____

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

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-351-5484
fax: 281-351-6256

Attachments:
Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 32, Handbook)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

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

_____
Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____

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

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

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

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

_____
Signature of Local Government Officer (Declarant)

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/17/2020

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

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

6. Signature. Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

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

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

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

***

(2) the vendor:

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/17/2020

Board Member Election on Disclosure

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

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

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

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

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

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

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

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

_____ _____

Board Member's Signature Date

_____

Board Member's Printed Name

This page left blank intentionally.

CITY OF TOMBALL

APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

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

Please Type or Print Clearly: Date: _____

Name: _____ Phone: _____ (Home)

Address: _____ Phone: _____ (Work)

Email _____

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

I am applying as (please check all that apply):

_____ a Tomball Resident, residing within the city limits of Tomball

_____ an Owner, Officer or Director of a business, other than a hotel or motel, with offices within the city limits of Tomball

_____ an Employee or Officer of a hotel or motel located in the city limits of Tomball

Occupation: _____

_____

_____

_____

_____

_____

Professional and/or Community Activities: _____

_____

_____

_____

Additional Pertinent Information/References: _____

_____

_____

_____

Please attach a short biography to this application.

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

_____

_____

_____

_____

_____

_____

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

Applications for the Tourism Advisory Committee will be kept on file in the City Secretary's office for two years.

****

I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.

_____

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

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-351-5484
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 32, Handbook)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

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

_____
Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

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

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

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

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

_____
Signature of Local Government Officer (Declarant)

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/17/2020

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

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

6. Signature. Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

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

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

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

***

(2) the vendor:

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

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

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

Board Member Election on Disclosure

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

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

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

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

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

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

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

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

_____ _____

Board Member's Signature Date

_____

Board Member's Printed Name

This page left blank intentionally.

CHAPTER I

DEFINITIONS

Boards, Commissions, and Committees Defined. The City of Tomball City Council depends on the input from residents serving on Boards, Commissions and Committees. Tomball may have several kinds of Boards, Commissions and Committees, including:

Advisory Boards, Commissions, and Committees
Decision-making Boards
Separate Legal Entities
Standing Committees Sunset Committees
Non-profit Corporation Boards.

Advisory Boards, Commissions and Committees Defined. These Boards, Commissions and Committees advise the City Council, City Manager and City staff. They play a key role in keeping the City government close to the people it serves and providing ideas, feedback, and suggestions and may serve as a sounding board for proposed policy. These Boards, Commissions and Committees currently (or may) include:

Tourism Advisory Committee.

Tourism Advisory Committee

Purpose: To regularly review applications and advise City Council regarding requests for funding grants from the Hotel-Motel Occupancy Tax revenues.

Duties: Recommend funding grants.

Time Commitments: Typically, four times annually, approximately 1½ to 2 hours per meeting.

Members: Nine (9) members; membership is composed of three Tomball residents, three Tomball business owners, officers or directors other than a hotel or motel, and three employees or officers of a Tomball hotel or motel.

Term: Terms are three-year, staggered terms, expiring in December of each year.

Meetings: Usually held at 6:00 p.m. on the fourth Tuesday in the first month of each quarter. Separate minutes of the meeting are taken and kept.

Decision-making Boards and Commissions Defined. These are legislative and/or 'quasi-judicial' bodies that are empowered by State law to make decisions affecting City policy relating to the public health, safety or welfare. These Boards and Commissions are "governing bodies" under the Texas Open Meetings Act and are thus required to comply in all respects with the Act. These Boards and Commissions include:

Board of Adjustments
Impact Fee Advisory Committee
Planning and Zoning Commission
Capital Improvement Advisory Committee
Building Standards Commission.

Board of Adjustments

Purpose: To consider variances and special exceptions to the terms of the Zoning Ordinance and to hear and decide appeals of decisions and interpretations made by an administrative official in the enforcement of the Zoning Ordinance.

Duties: The duties of the Board of Adjustments shall be to:

1. Determine the true intent and meaning of the Code of Ordinances of the City of Tomball or any of the regulations that have been misconstrued or incorrectly interpreted.

2. To hear and decide cases under the City's Zoning Ordinance, including appeals that allege error in an order, requirement, decision or determination made by an administrative official in the enforcement of the Zoning Ordinance;

3. To hear and decide special exceptions when the Zoning ordinance requires the Board to do so; and

4. To authorize, in specific cases, a variance from the terms of the Zoning Ordinance if the variance is not contrary to the public interest and if, due to special conditions, a literal enforcement of the Zoning Ordinance would result in unnecessary hardship, and so that the spirit of the Zoning Ordinance is observed and substantial justice is done. In order to grant a variance, the Board of Adjustments must make findings that an undue hardship exists, using the following criteria:

    a. That literal enforcement of the controls will create an unnecessary hardship or practical difficulty in the development of the affected property.
    b. That the situation causing the hardship or difficulty is neither self-imposed nor generally affecting all or most properties in the same zoning district.
    c. That the relief sought will not injure the permitted use of adjacent conforming property.
    d. That the granting of a variance will be in harmony with the spirit and purpose of these regulations.
    e. Financial hardship alone is not an "undue hardship" if the property can be used, meeting the requirements of the zoning district it is located in.

    In granting a variance, the Board may impose such conditions, limitations and safeguards as it deems appropriate to protect adjacent property owners and to ensure the public health, safety, convenience and general welfare.

5. To make interpretations on zoning district boundaries shown on the Zoning Map where uncertainty exists because physical features on the ground differ from those on the Zoning Map or where the "Zoning District Boundaries" rules do not apply or are ambiguous.

Limitations on Authority:

1. The Board of Adjustments may not grant a variance authorizing a use other than those permitted in the district for which the variance is sought, except as specifically provided for in the Zoning Ordinance.

2. The Board of Adjustments shall have no power to grant or modify Conditional Use Provisions.

3. The Board of Adjustments shall have no power to grant a zoning amendment. In the event that a request for a zoning amendment is pending before the Planning and Zoning Commission or the City Council, the Board shall neither hear nor grant any variances with respect to the subject property until final disposition of the zoning amendment by the Commission and the City Council.

4. The Board of Adjustments shall not grant a variance for any parcel of property or portion thereof upon which a required site plan or any plat is pending on the agenda of the Planning and Zoning Commission and/or the City Council. All administrative and procedural remedies available to the applicant shall have been exhausted prior to hearing by the Board of Adjustments.

Time Commitments: As needed. Typically every 30-60 days, usually requiring 1 to 2 hours.

Members: The City Council appoints five (5) regular members and up to four (4) alternate members to serve in the absence of one or more of the regular Board members on an alternating basis. Such Board members shall be residents of the City of Tomball.
Knowledge of and experience in technical review, design or the development industry is helpful. The members of the Board (and alternate members, as needed) shall regularly attend meetings and public hearings of the Board, shall serve without compensation, and shall not hold any other office or position with the City while serving on the Board. A Board member shall not act in a case in which he has a personal or financial interest.

Term: Two (2) year terms. The terms of office of the Board members shall be staggered so no more than one-half (½) of the Board is appointed or replaced in any 12-month period.
The four (4) alternates, if appointed, shall serve two-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from required meetings of the Board shall, at the discretion of the City Council, render any such member subject to immediate removal from office.

Meetings: As needed, typically every 30-60 days. The Board shall conduct regular biannual meetings in May and November. All regular meetings shall begin at 6:00 p.m. and shall be held at Tomball City Hall unless otherwise posted in accordance with state law.

Planning and Zoning Commission

Purpose: To review, advise and make recommendations to the City Council on matters relating to City and extraterritorial jurisdiction (ETJ) planning and development.

Duties: The Planning and Zoning Commission shall:

1. Serve as an advisory body and adjunct to the City Council, and shall make recommendations regarding amendments to the Master or Comprehensive Plan, changes of zoning, zoning ordinance amendments, and zoning to be given to newly annexed areas, and other planning related matters for the physical development of the City.

2. Recommend to the Council the approval or disapproval of plats of proposed subdivisions submitted in accordance with City ordinances as adopted or hereafter amended.

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

4. Conduct an annual review of the City's Comprehensive Plan and make recommendations to the City Council as deemed necessary to keep the City's Comprehensive Plan current with changing conditions and trends and with the planning needs of the City.

5. Serve in an advisory capacity on any planning related item(s) in the City and perform other duties as provided for by the City Charter.

6. Serve as the Building Standards Commission.

7. Recommend to the Council the amendment, extension and revision of the Building Code, which code shall include the minimum standards of construction for building, the minimum standards for plumbing and the minimum standards for electrical and mechanical equipment.

8. Submit annually to the City Manager, not less than ninety (90) days prior to the beginning of the budget year, a list of recommendations for capital improvements that, in the opinion of the Commission, are necessary or desirable to be constructed during the forthcoming five (5) years. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year.

9. The Commission shall have all the rights, powers, privileges and authority authorized and granted by the City Council and through the Statutes of the State of Texas authorizing and granting cities the power of zoning and subdivision regulation as found in Chapters 211 and 212 of the Texas Local Government Code, as amended from time to time.

10. Operate under the guidelines of the powers granted by the Civil Statutes of the State of Texas.

Time Commitments: Once per month, in the evening, if needed, usually requiring 1 to 2 hours. Additional meetings may be required infrequently to accommodate particular circumstances.

Members: The City Council appoints five (5) members. Members must be residents of the City of Tomball, real property owners, and not employees of the City. Members also perform duties as the City's Building Standards Commission and the Capital Improvement Plan Advisory Committee.

Term: All appointees to the Commission shall serve as a member of the Commission for a term of office of three (3) years, expiring June 1 of each year. Terms overlap, creating at least one vacancy each year. Members may be reappointed with no limitation on the number of terms one member may serve.

Meetings: Usually every second Monday of the month at 6:00 p.m. at Tomball City Hall.

Capital Improvement Advisory Committee

Purpose: To regularly review and update the Capital Improvements Program (CIP) in accordance with the requirements of Vernon's Texas Local Government Code, Chapter 395.

Duties: Meet bi-annually review, analyze and interpret the CIP with the City Manager, Public Works Director, and Project Manager. Recommend changes indicated by sound planning principles and financial constraints.

Time Commitments: Bi-annually, approximately half an hour per meeting. Additional time may be required if special meetings are scheduled.

Members: Membership is composed of at least 50% of the members of the impact fee advisory committee must be representatives of the real estate, development, or building industries and cannot be employees or officials of a governmental entity. The committee must also include a resident of the City of Tomball's extraterritorial jurisdiction (ETJ) for a total of six (6) members appointed by City Council.

Term: All appointees to the Commission shall serve as a member of the Commission for a term of office of three (3) years, expiring June 1 of each year. Terms overlap, creating at least one vacancy each year. Members may be reappointed with no limitation on the number of terms one member may serve.

Meetings: Usually held at 5:30 p.m. on the second Monday of June and December with additional meetings scheduled as needed. The Chair of the Commission chairs the meetings. Separate minutes of the meeting are taken and kept.

Building Standards Commission

Purpose: To administer due process in matters concerning alleged violations of ordinances related to substandard buildings or structures in the City of Tomball.

Duties: The duties of the Building Standards Board shall be:

1. To order the repair, within a fixed period, of buildings found to be in violation of an ordinance.

2. To declare a building substandard in accordance with the powers granted by Chapter 54 of the Local Government Code.

3. To order, in an appropriate case, the immediate removal of persons or property found on private property, enter on private property to secure the removal of persons or property if it is determined that conditions exist on the property that constitute a violation of an ordinance, and order action to be taken as necessary to remedy, alleviate, or remove any substandard building or structure found to exist.

4. To issue orders or directives to any peace officer of the State, including a sheriff or constable or the Police Chief, to enforce and carry out the lawful orders or directives of the Commission.

5. To determine the amount and duration of a civil penalty the City may recover in an amount permitted by State law.

Time Commitments: As needed. Typically, one to two times annually, in the evening, usually requiring 1 to 2 hours. Additional meetings may be required infrequently to accommodate particular circumstances.

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

Term: All appointments to the Commission shall serve as a member of the Commission for a term of office of three (3) years, expiring June 1 of each year. Terms overlap, creating at least one vacancy each year. Members may be reappointed with no limitation on the number of terms one member may serve.

Meetings: Called on a case-by-case basis; typically one to two times annually, generally in conjunction with a Planning and Zoning Commission meeting.

Separate Legal Entities Defined. These are boards that are recognized by the State as separate legal entities with their own Articles of Incorporation and By-Laws and are registered with the office of the Secretary of State and, in the case of the Hospital Board, are created by an act of the State Legislature and recognized as a separate governmental entity. These Boards include:

The Tomball Economic Development Corporation
The Tomball Regional Health Foundation.

Tomball Economic Development Corporation

Purpose: To promote economic development in the City of Tomball and to promote or develop municipal infrastructure related to the development or expansion of business enterprise.

Duties: Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as Directors of the Corporation, Directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation or which would be lawful and shall refrain from actions not in the best interest of the Corporation or which would be unlawful. A Director shall not be liable if, in the exercise of ordinary care, the Director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

Time Commitment: The time commitment varies somewhat, based on projects being undertaken. Normally, 6 meetings annually, typically the second Tuesday of the month, 5:30 p.m., in meetings of 1 to 2 hours duration; the annual meeting is in May. Some outside reading and study will be required.

Members: Seven (7) members are appointed by the City Council. Each Director must reside within the City of Tomball. The Mayor and members of the Tomball City Council who are not members of the Corporation shall be ex-officio directors of the Corporation. The Mayor and the City Council of Tomball may appoint up to three individuals who meet the special qualifications as outlined in Section 3.09, to serve as ex-officio directors of the Corporation. Ex-officio directors shall be given notice of all meetings of the Board, may participate in discussions at Board meetings, but shall not be entitled to vote on matters considered by the Board.

Term: Two (2) year terms, which may be staggered, if so provided for by the Governing Body (the City of Tomball). Currently, terms are staggered.

Meetings: There are six (6) meetings annually, usually on the second Tuesday of the month, 5:30 p.m., in meetings of 1 to 2 hours duration; the annual meeting is in May. Other meetings are called at the discretion of the Board.

Tomball Regional Health Foundation

(Formerly the Tomball Regional Hospital Authority)

Tomball Regional Health Foundation is the new name of the Tomball Regional Hospital Authority ("TRHA"), following the sale of Tomball Regional Medical Center to a subsidiary of Community Health Systems, Inc. on October 1, 2011. The Tomball Regional Health Foundation will administer the proceeds from the sale of Tomball Regional Medical Center for charitable purposes in the surrounding communities.

Purpose: The Foundation will continue to be a vital part of the community, supporting health and wellness initiatives on behalf of its residents and seeking to meet the broader aspects of health needs in the community.

Duty: The mission of the TRHF is to promote wellness and improve health status for all residents in our communities through programs that enhance access to health care, preventative care and health education. The vision of the TRHF is to be a catalyst for measurably improving access to healthcare and health status of the Tomball, Magnolia, Waller and surrounding communities.

Members: Currently, the total number constituting the members of the Board is eleven; five (5) of the eleven (11) Board Members shall be appointed by City Council and six (6) of the eleven (11) Board Members shall be elected by the Board. No officer or employee of the City of Tomball shall be eligible for appointment or election as a Board Member. Any vacancy occurring in the Board shall be filled by the body appointing the Board Member whose seat is being vacated. The term of the new Board Member shall commence immediately and shall continue until the expiration of the term for which the Board Member was appointed to fill.

Criteria for Selection of Board Members: Board Members selected by the Tomball City Council shall be residents of the City of Tomball. Board Members elected by the Board shall be residents of the Authority's service area as defined by the Board from time to time and those Prospective Directors shall be interviewed to confirm their willingness, interest and qualifications (as determined by the Board) in serving on the Board.

Term: Two (2) year terms. Positions 1, 3 and 5 expire in the same year; Positions 2 and 4 expire in the same year. (Ord. 2000-03).

Time Commitment and Meetings: Regular monthly meetings shall be held the fourth Wednesday of every month or as designated by the Chairman of the Board at our office location of 29201 Quinn Road, Suite A, Tomball, Texas 77375.

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

Notice of the date, hour, place and subject of any meeting of the Board shall be given in accordance with applicable statutory requirements including, without limitation, the requirements of the Texas Open Meetings Act (GOV'T CODE ANN. §§ 551.001 *et seq.)*

Standing Committees Defined. Currently, the City of Tomball does not have any Standing Committees. These are permanent advisory committees, in most cases reporting to the City Council and sometimes to the City Manager. Examples of Standing Committees in other cities are insurance advisory committees and oil and gas advisory committees.

Sunset Committees Defined. Sunset Committees are temporarily appointed, advisory boards, committees, or commissions that terminate upon completion of their specific task. Examples of Sunset Committees include:

Charter Review Commission (CRC).

There have been other Sunset Committees and Commissions, such as the Zoning Commission, and the Oil and Gas Advisory Committee.

Non-profit Corporation Boards Defined. Non-profit corporations are 501(c)(3) organizations, established by the City of Tomball for the purpose of receiving private and/or corporate grant funds, to supplement the City of Tomball's ability to fund various programs, projects, events and other expenditures benefitting the Tomball community. An example of a Non-Profit Corporation Board is the Tomball Legacy Fund, Inc.

Tomball Legacy Fund, Inc.

Duty: To receive private and/or corporate grant funds, to supplement the City of Tomball's ability to fund various programs, projects, events and other expenditures benefitting the Tomball community.

Members: The Tomball Legacy Fund Board, Inc. shall be composed of seven (7) individuals. Positions 1 through 6 shall be filled by six (6) members who shall be the members of the City Council of the City of Tomball; Position 7 shall be filled by one (1) member who shall be appointed by City Council.

Criteria for Selection. The Mayor and City Council members shall serve in such capacity for a period coinciding with their respective terms of office with the City. Directors in Positions 1 through 6 must reside within the City and if such residence ceases, it shall be deemed as a resignation. The Director for Position 7 is not required to reside within the City and his/her term of office shall coincide with the term of the Mayor. Directors are removable by the governing body of the City at any time without cause. The Directors shall serve without compensation, unless compensation is proposed and approved by the City's governing body, said compensation in no event to exceed the compensation of the elected officers of the City's governing body, except that such Directors shall be reimbursed for their actual expenses incurred in the performance of their duties. Any vacancy occurring on the Board of Directors through death, resignation, or otherwise shall be filled by appointment by the governing body of the City, said appointee to hold office until the expiration of the relinquished term.

Term. The periods of service of the members shall commence on August 5, 2013 and expire as noted above.

CHAPTER II

BOARD, COMMISSION, AND COMMITTEE APPOINTMENT PROCESS

Application Process. Citizens interested in serving on a board, commission, committee or separate legal entity can obtain an application from the City Secretary's office at City Hall or from the City's website, www.tomballtx.gov. The completed application can be submitted via email to: cso@tomballtx.gov or returned to the City Secretary's office. Applications are valid for two years: from the date of submission.

The City will advertise any open / vacant positions 60 days prior to the council appointments. For an application to be considered, your complete application must be received 45 days prior to the date of possible appointment. Any applications received within 45 days of an appointment will not be considered for the next appointment, therefore, we encourage you to submit a completed application as soon as possible. All eligible applicants will be notified and scheduled to a council workshop/regular meeting where candidates will have the opportunity to introduce themselves and answer any questions.

For your application to be considered complete you must return the following:

1. Boards and Commission Application and/or Tourism Advisory Committee application.
2. Conflict of Interest Questionnaire
3. Conflict of Interest Statement
4. Election on disclosure form
5. Acknowledgement of receipt and understanding of Handbook (page 33)

In addition, persons seeking appointment or reappointment to the Planning & Zoning Commission, Zoning Board of Adjustment, Tomball Economic Development Corporation, or the Tomball Regional Health Foundation shall be required to include a brief bio to include a recent resume.

Appointment Process. The City of Tomball City Council makes appointments to City of Tomball Boards, Commissions, Committees, and separate legal entities. The City Council considers applications to these boards during regular City Council meetings.

Notice of Appointment. After the City Council appoints a person to serve as a member of a Board, Commission, Committee or separate legal entity, the City Secretary will notify the Board/Commission Secretary and they notify the appointee in writing of the appointment.

Eligibility and Qualifications. The Tomball City Council seeks qualified people to serve on Boards, Commissions and Committees. The qualifications required to serve on a particular Board, Commission or Committee are determined by City of Tomball Home Rule Charter, Ordinance, Boards and Commissions Handbook or by the State law which established the Board, Commission, or Committee.

Appointments to Boards, Commissions, Committees or separate legal entities that do have eligibility requirements must be made in accordance with the governing City Home Rule Charter, City Ordinance, Boards and Commissions Handbook or State statutes. Board, Commission or Committee members must continue to meet the eligibility requirements during the entire time they serve. If a member cannot continue to maintain the necessary requirements, he/she shall resign his/her position.

Nepotism. Section 6.05 of the Home Rule Charter provides that no officer of the City or officer of any City Board shall appoint, or vote for or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second-degree of affinity (by marriage) or within the third-degree by consanguinity (by blood) to the person so appoint or so voting, or related to any other member of the governing body or board of the City.

Oath of Office. Upon appointment, an oath of office is administered to all members of Boards, Commissions, and Committees. The oath of office can be administered by the Board Secretary or designee or a City-employed Notary Public for the State of Texas prior to presiding over a meeting.

Open Meetings Act Training. Upon appointment, each board member is required to complete the Open Meetings Act Training as required by the State of Texas Attorney General within ninety (90) days of his/her appointment and provide a certificate of completion to the City Secretary for the City's records.

CHAPTER III

MEETINGS

Role of the Chair. The function of the Chair is to provide leadership for the group. The Chair is selected by other board members in a method agreeable to all board members. There are certain duties and responsibilities that must be performed.

The Chair can ensure the smooth operation of the board, commission or committee. The Chair must be strong enough to make certain that the meeting is run by the rules, but democratic enough to use the power and authority of the position wisely. The Chair's ability to handle meetings will have a significant impact on operation and effectiveness.

The Chair must make certain that discussions do not get sidetracked on minor issues and must have the ability to remain focused on the agenda.

The Role of Other Officers. The Vice-Chair will serve as Chair in the absence of the Chair. Other officers and duties shall be determined by the respective board, commission, or committee.

The Agenda. The agenda should always be prepared prior to the meeting and copies given to all Board, Commission, or Committee members. Extra copies of the agenda should be available for the public.

The agenda is prepared by the department head or staff person assigned to the Board, Commission or Committee. Certain Boards, Commissions and Committees are required by the state, in the Open Meetings Act, to post the agenda publicly, at least 72 hours prior to the meeting and it is a City of Tomball practice that all boards, commissions and committees follow these procedures.

Parliamentary Procedures. Meetings of Boards, Commissions and Committees are generally conducted under standard parliamentary rules, i.e., *Robert's Rules of Order*, as adopted by that body.

Public Hearings. These hearings are open forums that allow the public an opportunity to express their opinions on a specific issue. Public Hearings are generally conducted in the following manner:

1. The Chairman of the Board, Commission or Committee formally opens the public hearing.
2. The applicant's presentation of his request.
3. Proponents (those in favor) of a measure speak first.
4. Opponents (those against) speak second.

After hearing all who wish to comment on the issue, the proponents are allowed to give a rebuttal and summarize their position, and then the Chair formally closes the Public Hearing.

Members of the Board, Commission or Committee may ask questions at any time of the witness, if recognized by the Chair. Members are encouraged to ask questions even after the hearing is closed. After the Public Hearing is closed, members of the public may speak ONLY when recognized by the Chair.

A time limit for individual speakers may be set by the Board, Commission or Committee for purposes of order and equity before the Public Hearing begins.

Signing the Minutes for the Meeting. The minutes of Boards, Commissions and Committees MUST be signed by the Chair and the Secretary once the minutes are approved by a majority vote of the members of the Board, Commission or Committee.

Meeting Attendance. Every Board, Commission or Committee member is expected to maintain a suitable attendance record. It is important to keep in mind that attendance is very important to the Board, Commission or Committee. Because attendance is important, the City Council has adopted an attendance policy of no more than three (3) consecutive absences without an excuse for regular board, commission or committee members. The Chair of the Board, Commission or Committee can excuse a member's absence.

The term "meetings" includes all meetings of the board and all meetings of the board's subcommittees on which the member serves. The Secretary of the Board, Commission or Committee is responsible for keeping track of the members' attendance. If a member does not follow the attendance policy set for the board, commission or committee, the member can be removed from service by a vote of the City Council.

Working with City Staff. Each Board, Commission, or Committee member is encouraged to work closely with City staff and with the appropriate department staff assigned to that Board, Commission or Committee. City staff is assigned to provide general assistance, such as preparation of agenda materials and general review of department programs and activities, and to perform limited studies and other services.

Reporting to the City Council. The Council is dependent on each Board, Commission or Committee to make recommendations to City projects. It is through the Boards, Commissions and Committees that the City Council can receive community input. All Boards, Commissions and Committees are encouraged to communicate the position of the body to the City Council and, from time-to-time, may want to visit informally with a Council member.

There will be occasions when City staff will be required to prepare an agenda item for City Council review. In preparation of such a report, the staff member should present both the staff position and Board, Commission or Committee's position. The position of a member not voting in the majority on an item should also be presented in the staff report if indicated by the member.

It is the desire of the City Council to have an opportunity to hear and consider all sides of an issue and alternative recommendations to assist in their decision-making process.

CHAPTER IV

RESPONSIBILITIES OF THE MEMBERS OF BOARDS, COMMISSIONS AND COMMITTEES

General. It is an honor to be selected as a City Board, Committee, or Committee member and it provides an unusual opportunity for genuine public service. Although specific duties of each body vary widely, there are certain responsibilities that are common to all members. The following is a summary of those responsibilities:

1. Members should understand the role and scope of their responsibilities and should be informed of the individual board, commission or committee's purpose and of its operating procedures.

2. Members should be careful to represent the majority views of their individual board, commission or committee. Individual "opinions" to the public and press should be identified as such.

3. Members should represent the public interest and not special interest groups.

4. Good communication is essential - members are in a position to serve as liaison between the City and its citizens and can help to reconcile opposing viewpoints and to build a consensus around common goals and objectives. Members serve as a communication link between the community, staff, and City, presenting recommendations and providing a channel for citizen expression.

5. Members are encouraged to review their agenda packets, contact City staff with questions, and be thorough in their recommendations; if possible, members should personally view situations under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. Conclusions based on preparedness will strengthen the value of the group's recommendations.

6. Members are encouraged to establish a good working relationship within the group; respect individual viewpoints; allow other members time to present their views fully before making comments; be open and honest; welcome new members.

7. Council appointments to boards, commissions or committees are made without regard to political party affiliation. Members are not restricted from participating in political activities; however, members should not use or involve their membership in the conduct of political activities.

Open Meetings Act. Texas Law requires that every meeting of the City Council be open to the public. The law also requires all Boards and Commissions, other than Advisory Boards, Commissions, and Committees, to follow this as well. In Tomball, all Boards, Commissions and Committees follow the procedures for open meetings.

a. A Posted Notice is required of a meeting. Written notice of the date, hour, place and subject of each meeting must be posted on a public bulletin board, located at a place convenient to the public for at least 72 hours preceding the scheduled time of the meeting. Only those matters posted can be discussed and acted on by the governmental body.

b. Minutes are required to be prepared or a tape recording made of each open meeting. Minutes must state the subject of each deliberation and indicate each vote, order, decision or other action taken.

c. Closed Meetings. The Texas Open Meetings Act does allow for closed or executive meetings on a few limited subjects. Generally, Boards, Commissions or Committees will not have occasion or legal basis to meet in closed or executive session. Closed meetings are allowed to discuss pending litigation, certain personnel matters, and the lease or acquisition of land. However, before a closed meeting can be held, a quorum of the governmental body must convene in an open meeting and the presiding officer publicly announce that a closed meeting will be held and identify the sections of the Open Meeting Act authorizing the closed meeting. No final action, decision, or vote can be made in a closed meeting. All final actions, decisions, and votes must be made in open meetings. Further, the governmental body is required to keep a certified agenda of the matters discussed in the closed meeting and a record of any further action taken. The presiding officer must include an announcement at the beginning and end of the closed meeting indicating the time and place, and must certify that the agenda is a true and correct record of the proceedings. Blank certified agenda forms for use by presiding officers are available in the City Secretary's office. In lieu of maintaining a certified agenda, a tape recording of the closed meeting may be made.

d. Penalties. A fine of not less than $100 nor more than $500 or imprisonment in the county jail for not less than one month nor more than six months, or both fine and imprisonment, can be imposed for violating the provisions of the Open Meetings Act or conspiring to circumvent the provisions of the Open Meetings Act by meeting in numbers less than a quorum for the purposes of secret deliberations.

Open Records Act. Texas law also requires that virtually all information held by a governmental body must fall under the rules of the Texas Open Records Act. If a request for information is received by a Board, Commission or Committee, the City Secretary should be notified for the proper procedure.

CHAPTER V

LEGAL LIABILITY

Personal Liability. Board, commission or committee members cannot be held personally liable for erroneous acts while honestly exercising the functions of their offices in good faith. The only time a member can be held personally liable is when they act outside the scope of their office and in bad faith. When members of City Boards, Commissions or Committees are acting in good faith and within the bounds allowed by the City, state and federal law, the City will provide a defense for such members to the greatest extent permissible. However, if a Board, Commission or Committee member acts fraudulently, maliciously, or in violation of a criminal law while serving in his/her official capacity, the City generally will not provide that member a defense.

Board Liability. A city, its officers, and members of boards, commissions or committees as a governmental entity, must treat all individuals or groups in the same manner unless there is a compelling governmental interest to treat someone or some group differently. Therefore, the City Attorney should be consulted concerning whether or not an individual or group can be treated differently. If an officer or board, commission or committee member illegally discriminates against an individual or group, that individual or group can seek damages from the City and from the individual officer for a violation of rights under the state and federal civil rights statutes.

The above discussion is by no means intended to be a comprehensive and complete discussion of legal liabilities to which the City or Board, Commission or Committee member may be subjected.

Board, Commission or Committee members are strongly encouraged to consult with the City Attorney anytime they feel their actions while serving on such Board, Commission or Committee may have some legal consequences. The law in this area is quite complex and requires a thorough analysis of the law and facts pertaining to each particular situation.

CHAPTER VI

CODE OF ETHICS OF THE CITY OF TOMBALL, TEXAS

ORDINANCE NO. 93-06

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE CODE OF ORDINANCES BY ADDING A NEW ARTICLE III, DIVISION 4, TO CHAPTER 2 OF THE CODE TO ESTABLISH A CODE OF ETHICS FOR CITY OFFICERS AND EMPLOYEES; CONTAINING DEFINITIONS; PROVIDING A PENALTY IN AN AMOUNT OF $500 PER OFFENSE, OR AS PROVIDED BY STATE LAW; DIRECTING PUBLICATION OF THE CAPTION OF THIS ORDINANCE; FINDING THAT THE MEETINGS AT WHICH THIS ORDINANCE IS CONSIDERED ARE OPEN TO THE PUBLIC; PROVIDING FOR SEVERABILITY AND THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING OTHER DETAILS RELATING TO THE PASSAGE OF THIS ORDINANCE.

* * * * * * * * * *

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

Section 1.0. That Chapter 2 of the Code of Ordinances of the City of Tomball, Texas, is hereby amended by adding a new Article III, Division 4, which provides as follows, and which shall be renumbered to conform to the numbering system of such Code:

"CODE OF ETHICS OF THE CITY OF TOMBALL, TEXAS"

1.0 Declaration of Policy.

It is hereby determined by the City Council of the City of Tomball, Texas, that the proper operation of government requires that public officers and employees be independent and impartial; that the government's decisions and policies be made within the proper channels of the governmental structure; that a public office not be used for personal gain; and that the public have confidence in the integrity of its government and its governmental officials.

The purpose of this Code is to enumerate existing state laws which regulate the conduct and activities of City officers and employees, and to promulgate such additional minimum standards as are deemed necessary and appropriate to assure the faithful and impartial administration of the City's government.

2.0 Definitions.

For the purposes of this Code of Ethics the following words, terms, and phrases shall have the meanings ascribed thereto:

2.01. **City Employee.** Any person employed by the City, including those individuals employed on a part-time basis.

2.02. **City Officer.** The Mayor, members of the City Council, the City Manager, City Secretary, Municipal Court Judge and Clerk, Alternate Judges, and Substitute Judges, and each member and alternate member of all of the City Boards, Commissions, and Committees.

2.03. **City Official.** A City officer or City employee.

3.0 Ethical Principles.

The following Code of Ethics for all City officers and employees is adopted. To further the objectives of this Code of Ethics, certain ethical principles shall govern the conduct of every officer or employee, who shall:

1. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and confidence of the citizens of Tomball;

2. Recognize that the chief function of local government at all times is to serve the best interests of all of the people;

3. Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources;

4. Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the Council or the City. Do not seek or accept gifts or special favors; believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest;

5. Recognize that public and political policy decisions, based on established values, are ultimately the responsibility of the City and City Council; and

6. Conduct business in open, duly noticed meetings in order to be directly accountable to the citizens of Tomball. It is recognized that certain exceptions are made by the State for executive sessions; however, any action as a result of that type of meeting will be handled later in open session.

4.0 Standards of Conduct.

In order to more fully effectuate the policy declared in this Code of Ethics, to assure that all City officials act and conduct themselves both inside and outside the City's service so as to give no occasion for distrust of their integrity, and to avoid even the appearance of impropriety by any City official, the following standards of conduct are adopted.

4.01. Grant of Special Consideration.

No City official shall grant any special consideration, treatment, or advantage to any citizen, individual, business organization, or group beyond that which is normally available to every other citizen, individual, business organization, or group. This shall not prevent special considerations authorized and granted by the City Council for the purpose of creating incentives necessary to secure or retain employees.

4.02. Appearances on Behalf of Private Interests.

No City official shall represent or appear on behalf of private interests of others before any agency of the City, or any City board, commission, committee, or City Council concerning any case, project, or matter over which the official exercises discretionary authority, nor shall a City official represent any private interest of others in any action or proceeding involving the City, nor voluntarily participate on behalf of others in any litigation to which the City is a party.

4.03. Appearances by Past Officials.

No City official, holding a position which involves decision-making, advisory, or supervisory responsibility, shall, within twelve (12) months following the end of service with the City, represent or appear on behalf of private interests of others before the City or any agency thereof concerning any case, project, or matter over which the official has exercised discretionary authority.

4.04. Securing Special Privileges.

No City official shall use his official position to secure special privilege or exemption for himself or others.

4.05. Gifts.

No City official shall accept or solicit any gift or favor that could reasonably tend to influence that individual in the discharge of official duties or that the official knows or should know has been offered with the intent to influence or reward official conduct.

4.06. Disclosure or Use of Confidential Information.

No City official shall disclose any confidential information gained by reason of his office or employment with the City, concerning any property, operation, policy, or affair of the City, or use such confidential information to advance any personal interest, financial or otherwise, of such official or others.

4.07. Incompatible Outside Activities.

No City official shall engage in any outside activity which will conflict with, or be incompatible with, the City office or employment.

4.08. Incompatible Employment.

No City official shall accept outside employment which is incompatible with the full and proper discharge of his or her duties and responsibilities with the City, or which might impair his or her independent judgment in the performance of his or her public duty.

4.09. Use of City Property for Personal Use.

No City official shall use City supplies, equipment, vehicles, or facilities for any purpose other than the conduct of official City business, unless otherwise specifically provided for by law, ordinance, or City policy.

5.0 State Laws Governing Conduct.

5.01. Conflicts of Interest.

5.01.01. Pursuant to §171.001 et seq., Texas Local Government Code, a local public official having a substantial interest in a business entity or piece of real property must file, before any vote or decision is made on any matter affecting the business entity or real property, an affidavit stating the nature and extent of the interest. The official must file the affidavit with the City Secretary, and is required to abstain from any further participation in the matter if (1) the proposed action would have a special economic effect on the business entity that is distinguishable from the effect on the public, or (2) it is reasonably foreseeable that the action would have a special economic effect on the value of the real property which is distinguishable from its effect on the public. An exception to the abstention rule is provided in cases where a majority of members of the entity are likewise required to and do file affidavits.

5.01.02. A substantial interest in a business entity exists when the official (1) owns ten percent (10%) or more of the voting stock or shares of the business entity, or (2) owns ten percent (10%) or more or $5,000 or more of the fair market value of the business entity, or (3) has received from the business entity funds which exceed ten percent (10%) of the official's gross income for the prior year.

5.01.03. A substantial interest in real property exists when the official has an equitable or legal interest in such property which has a fair market value of $2,500 or more.

5.01.04. A local public official means a member of the City Council or other official of the City, paid or unpaid, who exercises responsibilities which are more than advisory only. A business entity means any entity recognized by law.

5.01.05. It is an offense for a local public official to act as a surety for a business entity that is contracting the with the City, or to act as a surety on any official bond required of an officer of the City. §171.003.

5.01.06. A local public official is considered to have a substantial interest if a person related to the official in the first degree by consanguinity or affinity has a substantial interest. §171.002(c).

5.01.07. The provisions of §171.001 et seq., are IN ADDITION to any other municipal charter provisions or municipal ordinances defining and prohibiting conflicts of interest.

5.02. Bribery.

It is unlawful for a City official to accept or agree to accept (1) any benefit as consideration for a decision, opinion, recommendation, vote, or other exercise of discretion as a public servant or (2) any benefit as consideration for a decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding, or (3) any benefit as consideration for a violation of a duty imposed by law on a public servant. §36.02, Penal Code.

5.03. Gifts to Public Servants.

5.03.01. It is unlawful for a City official to solicit, accept, or agree to accept any benefit from a person the official knows is subject to regulation, inspection, or investigation by the official or the City. §36.08(a), Penal Code.

5.03.02. In the event of litigation involving the City, it is unlawful for any City official to solicit, accept, or agree to accept any benefit from a person against whom the official knows litigation is pending or contemplated by the official or the City. §36.08(c), Penal Code.

5.03.03. It is unlawful for a City official who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of government to solicit, accept, or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any contract, purchase, payment, claim, or transaction involving the exercise of his discretion. §36.08(d), Penal Code.

5.03.04.1 It is unlawful for a City official who has judicial or administrative authority, is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decision, to solicit, accept, or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any matter before the official or tribunal. §36.08(e), Penal Code.

5.03.05. Exceptions to Gifts to Public Servants.

The provisions of §36.08, Penal Code, described above, do not apply to (1) fees prescribed by law to be received by the public official or any other benefit to which the official is lawfully entitled and for which the

official has given legitimate consideration; (2) gifts or other benefits conferred on account of kinship or personal, professional, or business relationships independent of the official's status with the City; (3) certain honorariums in consideration of legitimate services; (4) benefits consisting of food, lodging, transportation, or entertainment accepted as a guest and reported as required by law; or (5) benefits for which statements must be filed pursuant to §251.001 and §251.012, Texas Election Code, if the benefit and source of any benefit exceeding fifty dollars ($50.00) is reported and the benefit is used solely to defray expenses which accrue in the performance of duties or activities in connection with office which are nonreimbursable by the City. §36.10, Penal Code.

5.04. Tampering with Governmental Records.

It is unlawful for any person to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use any record, document, or thing with knowledge of its falsity with the intent that it be taken as a genuine governmental record, or to intentionally destroy, conceal, remove, or otherwise impair the verity, legibility, or availability of a governmental record. §36.10, Penal Code.

5.05. Impersonating Public Servant.

It is unlawful for any person to impersonate a City official with intent to induce another to submit to his pretended official authority or to rely on his pretended official acts. §37.11, Penal Code.

5.06. Misuse of Official Information.

It is unlawful for a City official, in reliance on information to which he has access as a result of his office and which has not been made public, to acquire or aid another in acquiring a pecuniary interest in any property, transaction, or enterprise that may be affected by the information or to speculate or aid another in speculating on the basis of the information. §39.03, Penal Code.

5.07. Disrupting Meeting or Procession.

It is unlawful for any person, with intent to prevent or disrupt a lawful meeting, to obstruct or interfere with the meeting by physical action or verbal utterance. §42.05, Penal Code.

5.08. Official Oppression.

It is unlawful for a City official to intentionally subject another to mistreatment or to arrest, detention, search, seizure, dispossession, assessment, or lien that he knows is unlawful, to intentionally deny or impede another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing his conduct is unlawful, or to intentionally subject another to sexual harassment. §39.02, Penal Code.

5.09. Official Misconduct.

It is unlawful for a City official, with intent to obtain a benefit or with intent to harm another, to intentionally or knowingly violate a law relating to his office or employment or to misapply any thing of value belonging to the government that has come into his custody or possession by virtue of his office of employment. §39.01, Penal Code.

5.10. Nepotism.

It is unlawful for any City official to appoint, or vote for the appointment, to any office, employment or duty, of any person related within the second degree by affinity or within the third degree by consanguinity to the person so appointing or so voting, or to any other member of a board or governing body to which the person so voting or appointing may be a member, when the salary, fees, or compensation of such appointee is to be paid out of public funds. An exception is provided for persons who have been continuously employed in such office, employment or duty for the following periods prior to the election or appointment, as applicable, of the officer or member related to such employee in the prohibited degree: (1) at least thirty (30) days, if the officer or member is appointed, or (2) at least six (6) months, if the officer or member is elected.

When a person is allowed to continue in an office, position, or duty because of an exception above, the officer who is related to such person in the prohibited degree shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, reemployment, change in status, compensation, or dismissal of such person, if such action applies only to such person and is not taken with respect to a bona fide class or category of employees. Art. 5996a, Tex. Rev. Civ. Stat. Ann.

5.11. Disclosure of Interest in Property.

It is unlawful for a City official, or a person elected, appointed, or employed as a City official but for which office such person has not yet qualified, to fail to make public disclosure of any legal or equitable interest he may have in property which is acquired with public funds, provided such official has actual notice of the acquisition or intended acquisition. The public disclosure required is the filing of an affidavit with the county clerks of all counties in which the property is located and wherein the official resides at least ten (10) days prior to the acquisition. Article 6252-9e, Tex. Rev. Cit. Stat. Ann.

6.0 Violations.

6.01. Any person violating any standard contained in Article 4.0 above shall be deemed guilty of a misdemeanor and, upon conviction thereof shall be fined in an amount not to exceed $500. Each day of violation shall constitute a separate offense.

6.02. Penalties for violations of conduct described in Article 5.0 above are as set forth in the applicable statutory provision."

Section 7.0. Publication; Effective Date; Open Meetings.

The City Secretary of the City of Tomball, Texas, is hereby directed to publish this Ordinance in the official newspaper of the City of Tomball, Texas, in compliance with the provisions of Section 6.14(A) of the City Charter, which publication shall be sufficient if it contains the caption of this Ordinance. This Ordinance shall be effective after the publication requirement of the City Charter is satisfied.

It is found and determined that the meetings at which this Ordinance was considered were open to the public, as required by Article 6252-17, V.A.T.C.S., and that advance public notice of the time, place, and purpose of the meetings was given.

Section 8.0. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid and held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional, and the City Council of 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, or whether there be one or more parts.

Section 9.0. Rights and Remedies; Repeal; Code of Ordinances.

All rights and remedies which have accrued in favor of the City under this chapter and its amendments shall be and are preserved for the benefit of the City.

All ordinances in force when this Ordinance becomes effective and which ordinances are inconsistent herewith or in conflict with this Ordinance are hereby repealed, insofar as said ordinances are inconsistent or in conflict with this Ordinance.

The provisions of this Ordinance shall be included and incorporated as an amendment to the Code of Ordinances of the City of Tomball, Texas, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

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 3rd DAY OF May , 1993.

COUNCILMAN FORD	AYE
COUNCILMAN WILEY	AYE
COUNCILMAN MATHESON	AYE
COUNCILMAN OLDHAM	AYE
COUNCILMAN WOOD	AYE

SECOND READING:

READ, PASSED, APPROVED, AND ADOPTED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 17th DAY OF May, 1993.

COUNCILMAN FORD	AYE
COUNCILMAN WILEY	AYE
COUNCILMAN MATHESON	ABSENT
COUNCILMAN OLDHAM	AYE
COUNCILMAN WOOD	AYE

[signed] H. G. Harrington
H. G. (Hap) Harrington

ATTEST:

[signed] Mary Reagan
Mary Reagan, City Secretary

APPROVED AS TO FORM:

[signed] Mario L. Dell'Osso
Mario L. Dell'Osso
Olson & Olson
Attorneys for the City of Tomball

APPENDIX A

****

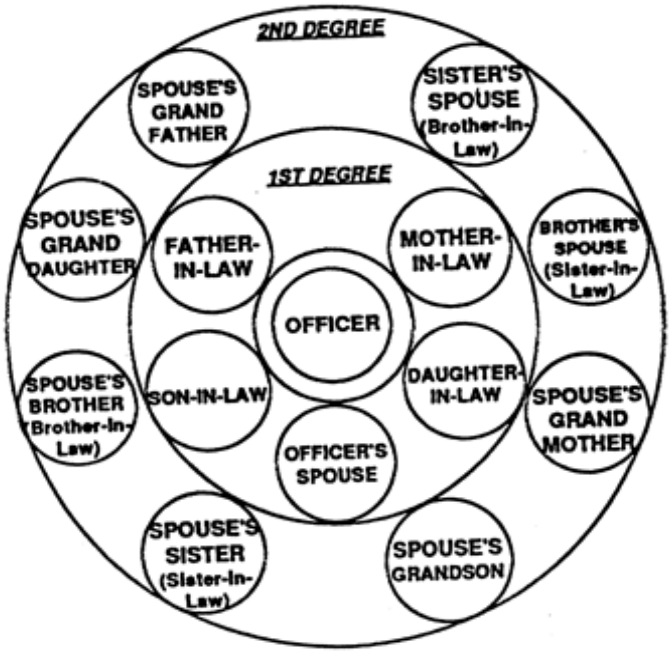
DEFINITIONS

Affinity	means a relation by marriage
Business entity	means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law.
"Board" or "Body"	means any board, commission, agency or committee of the City created by the passage of a City Ordinance or Resolution with decision or advisory making authority designated as a board, commission, agency or committee by the City Council.
City	Means the City of Tomball
City Council	means the City Council of the City of Tomball.
Closed meeting	means a meeting closed to the public that complies with specific state statutes.
Consanguinity Degree	means a relation or connection by blood. relating to consanguinity and affinity. First degree of consanguinity means parents, children and siblings First degree of affinity means spouse, in laws/parents, children and siblings Second degree means grandparents, grandchildren, aunts, uncles, nephews, nieces and first cousins
Deliberation	means a verbal exchange during a meeting between a quorum of a governmental body, or between a quorum of a governmental body and another person, concerning an issue within the jurisdiction of the governmental body or any public business.
Employee	means a person who is employed by the City
Ex officio	means by virtue or because of an office
Governmental	means a board or commission that has rule-making, quasi-judicial, or advisory power and that is classified as a department, agency or political subdivision of a county or municipality
Governing body	"He," "his" or "him" means the Tomball City Council and every

	Board, Commission, or Committee that exercises decision-making authority on behalf of the City and shall include the female gender as well as the masculine.
Incidental Interest	means an interest in a person, entity or property which is not a substantial interest and which has insignificant value or which would be affected only in a de minimis fashion by a decision
Judicial	the power to judge, to administer justice and interpret laws and ordinances.
Meeting	means a deliberation between a quorum of a governmental body, or between a quorum of a governmental body and another person, during which public business or public policy over which the governmental body has supervision or control is discussed or considered or during which the governmental body takes formal action. The term does not include the gathering of a quorum of a governmental body at a social function unrelated to the public business.
Member	means a member of a board
Person	means any individual, firm, trust, corporation, partnership or any other legal entity
Quorum	means the prescribed number of members of any body that must be present to legally transact business.
Remote Interest	means an interest of a person or entity, including an Officer or Member who would be affected in the same way as the general public. The interest of a council member in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar decisions is incidental to the extent that the council member would be affected in common with the general public.
Substantial Interest in a business entity or real property	means an individual, firm, trust, corporation, partnership or any other legal entity: 1) with respect to a business entity, the interest is ownership of ten percent (10%) or more of the voting stock or shares of the business entity or ownership of either ten percent (10%) or more or Fifteen Thousand Dollars ($15,000) or more of the fair market value of the business entity. 2) with respect to a business entity, funds received by the person from the business entity exceed ten percent (10%) of the officer or member's gross income for the previous year. 3) with respect to real property, equitable or legal ownership with a fair market value of Two Thousand Five Hundred Dollars ($2,00) or more or, as established from time to time in Section 171.002, Texas Local Government Code

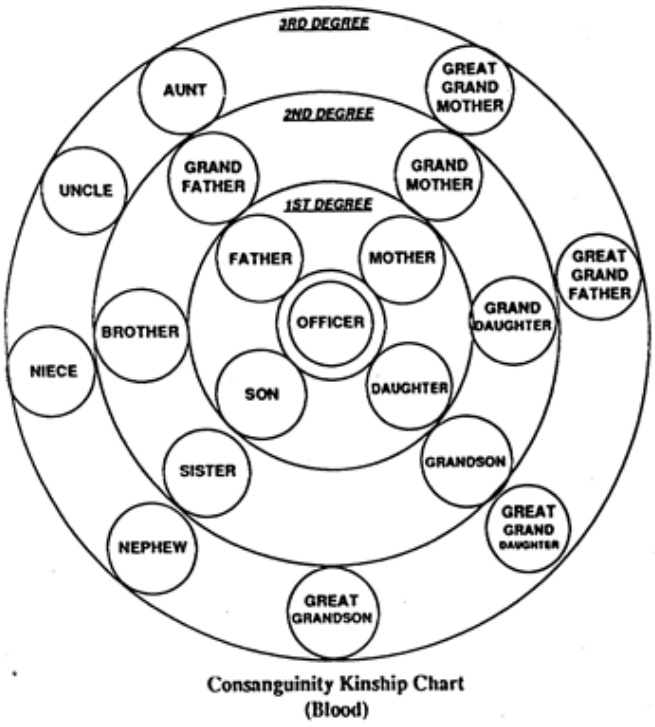
APPENDIX B

CHART OF KINSHIP



Affinity Kinship Chart

The chart to the left shows: *Affinity Kinship (relationship by marriage)



Consanguinity Kinship Chart
(Blood)

The chart to the right shows: *Consanguinity Kinship (relationship by blood) for purposes on interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021-.025.

APPENDIX C
ROBERT'S RULES OF ORDER RELATING TO MOTIONS

MOTION	DEBATABLE	DEBATE CONFINED TO PENDING QUESTION	CAN BE AMENDED	CAN RECONSIDER	REQUIRES MAJORITY VOTE	MUST BE SECONDED	OUT OF ORDER WHEN ANOTHERHAS THE FLOOR
Adjourn	No	Yes	No	No	Yes	Yes	Yes
Adopt/Accept a Report	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Adopt Constitutions, By-laws, and Rules of Order	Yes	Yes	Yes	1	Yes	Yes	Yes
Adopt Standing Rules	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Amend	2	Yes	Yes	Yes	Yes	Yes	Yes
Amend an Amendment	2	Yes	No	Yes	Yes	Yes	Yes
Amend Constitution, By-laws, and Rules or Order	Yes	Yes	Yes	1	3	Yes	Yes
Amend Standing Rules	Yes	Yes	Yes	Yes	4	Yes	Yes
Appeal (excluding Indecorum)	Yes	Yes	No	Yes	Yes	Yes	No
Debate, to Close, Limit or Extend	No	Yes	Yes	Yes	No	Yes	Yes
Division of Assembly	No	Yes	No	No	Yes	No	No
Division of Question	No	Yes	Yes	No	Yes	5	5
Fix the Time to Adjourn	6	Yes	Yes	Yes	Yes	Yes	Yes
Informal Consideration of Question	Yes	Yes	No	1	Yes	Yes	Yes
Lay on the Table	No	Yes	Yes	No	Yes	Yes	Yes
Main Motion or Question	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Nomination, to Make	Yes	Yes	No	No	Yes	No	Yes
Nominations, to Close	No	Yes	Yes	No	No	Yes	Yes
Nomination, to Re-open	No	Yes	Yes	1	Yes	Yes	Yes
Objection to Consideration of a Question	No	Yes	No	1	7	No	No

MOTION	DEBATABLE	DEBATE CONFINED TO PENDING QUESTION	CAN BE AMENDED	CAN RECONSIDER	REQUIRES MAJORITY VOTE	MUST BE SECONDED	OUT OF ORDER WHEN ANOTHERHAS THE FLOOR
Order, Question of	No	Yes	No	No	Yes	No	No
Order, to Make a Special	Yes	Yes	Yes	Yes	No	Yes	Yes
Orders of the Day, to Call for	No	Yes	No	No	Yes	No	No
Parliamentary Inquire	No	Yes	No	No	Yes	No	No
Postpone Definitely (to Certain Time)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Postpone Indefinitely	Yes	No	No	8	Yes	Yes	Yes
Previous Question	No	Yes	No	9	Yes	Yes	Yes
Privilege, to Raise Question of	No	Yes	No	No	Yes	No	No
Recess, to Take a	6	Yes	Yes	No	Yes	Yes	Yes
Reconsider	2	10	No	No	Yes	Yes	Yes
Substitute (same as Amend)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Suspend the Rules	No	Yes	No	No	No	Yes	Yes
Take from the Table	No	Yes	No	No	Yes	Yes	Yes
Withdraw	No	Yes	No	1	Yes	No	Yes

FOOTNOTES TO TABLE OF ROBERT'S RULES OF ORDER

1. An affirmative vote on this motion cannot be reconsidered.

2. Undebatable when the motion to be amended, reconsidered, or rescinded is undebatable.

3. Constitutions, By-Laws, and Rules of Order before adoption are in every respect main motions and may be amended by majority vote. After adoption they require prior notice and 2/3 vote for amendment.

4. Standing Rules may be amended at any time by a majority vote if previous notice has been given, or by a 2/3 vote without notice.

5. If resolutions or propositions relate to different subjects that are independent of each other, they must be divided on the request of a single member, which may be made when another has the floor. If they relate to the same subject and yet each part can stand alone, they may be divided only on a regular motion and vote.

6. Undebatable if made when another question is before the assembly.

7. The objection can be made only when the question is first introduced, before debate. A 2/3 vote must be opposed to the consideration in order to sustain the objection.

8. Negative vote on this motion cannot be reconsidered.

9. Cannot be reconsidered after a vote has been taken under it.

10. Opens to debate main question when latter is debatable

Appendix D

Acknowledgment of Receipt and Understanding

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

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

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

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

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

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

_____

Signature of Applicant for Appointment

_____

Printed Name of Applicant

_____

Date:

The City of Tomball, Texas

Boards, Commissions, and Committees Handbook

Revised: September ~~2025~~2026

This page left blank intentionally.

City of Tomball

Lori Klein Quinn
Mayor

David Esquivel, PE
City Manager

Dear Citizen:

I would like to thank you on behalf of the Citizens of Tomball for your willingness to serve the City as an appointed member of a Board, Commission, or Committee. Your commitment of time and talent is a very important contribution to our community.

The work done by citizens who serve on Boards, Commissions, and Committees is a vital part of our city government. Board, Commission, and Committee members assist the City Council in setting public policy, implementing public policy and in communicating that policy to the community as a whole.

In recognition of the important civic commitment members of Boards, Commissions, and Committees have made, we have prepared this orientation handbook for those who are interested in possible service and to assist appointed members in performing their duties.

It is our hope that your service to the City of Tomball will be both rewarding and fulfilling. Again, thank you for your willingness to serve.

Sincerely,

Lori Klein Quinn

Lori Klein Quinn
Mayor

401 MARKET STREET • TOMBALL, TEXAS 77375-4645 • 281-351-5484

This page left blank intentionally.

TABLE OF CONTENTS

Greetings from the Mayor		i
Eligibility Requirements for City of Tomball Boards & Committees		**v**
Application for Boards and Commissions		**vii**
Application for Tourism Advisory Committee		**xvi**
Chapter I.	**Definitions**	
	Boards & Commissions Defined	1
	Advisory Commissions & Boards Defined	1
	Tourism Advisory Committee	1
	Decision-Making Boards & Commissions Defined	2
	Board of Adjustments	2
	Planning and Zoning Commission	4
	Capital Improvement Advisory Committee	5
	Building Standards Commission	6
	Separate Legal Entities Defined	7
	Tomball Economic Development Corporation	7
	Tomball Regional Health Foundation	8
	Standing Committees Defined	9
	Sunset Committees Defined	9
	Charter Review Commission (CRC)	9
	Non-profit Corporation Boards Defined	9
	Tomball Legacy Fund, Inc.	9
Chapter II.	**Board, Commission, and Committee Appointment Process**	
	Application Process	10
	Appointment Process	10
	Notice of Appointment	10
	Eligibility and Qualifications	10
	Nepotism (Home Rule Charter, Sec. 6.05)	11
	Oath of Office	11
	Open Meetings Act Training	11
Chapter III.	**Meetings**	
	Role of the Chair	12
	The Role of Other Offices	12
	The Agenda	12
	Parliamentary Procedures	12
	Public Hearings	12
	Signing the Minutes for the Meeting	13
	Meeting Attendance	13
	Working with City Staff	13
	Reporting to the City Council	13

Chapter IV. Responsibilities of the Members of Boards, Commissions, and Committees
General 14
Open Meetings Act 14
Open Records Act 14

Chapter V. Legal Liability
Personal Liability 16
Board Liability 16

Chapter VI. Code of Ethics of the City of Tomball, Texas ~~(Ord. 93-06)~~
Declaration of Policy 17
Definitions 18
City Employee 18
City Officer 18
City Official 18
Ethical Principles 18
Standards of Conduct 18
Grant of Special Consideration 19
Appearances on Behalf of Private Interests 19
Appearances by Past Officials 19
Securing Special Privileges 19
Gifts 19
Disclosure or Use of Confidential Information 19
Incompatible Outside Activities 19
Incompatible Employment 20
Use of City Property for Personal Use 20
State Laws Governing Conduct 20
Conflicts of Interest 20
Bribery 21
Gifts to Public Servants 21
Tampering with Governmental Records 22
Impersonating Public Servant 22
Misuse of Official Information 22
Disrupting Meeting or Procession 22
Official Oppression 22
Official Misconduct 23
Nepotism 23
Disclosure of Interest in Property 23
Violations 23

Chapter VII. Social Media & Online Content
Purpose
Scope
Official Representation Onlie
Prohibited Online Conduct
Relationship to the Texas Open Meetings Act
Guidelines for Appropriate Online Engagement
Public Information & Media Inquiries

Formatted: Font: 12 pt

Compliance & Consequences

Appendixes

Appendix A	Definitions	26
Appendix B	Chart of Kinship	28
Appendix C	Roberts Rules of Order Relating to Motions	29
Appendix D	***Acknowledgment and Understanding***	**32**
Appendix E	***Social Media & Online Conduct Acknowledgement***	

Eligibility Requirements for City of Tomball Boards & Committees

The following eligibility requirements must be met by all applicants:

1. Each member must be a U. S. Citizen and a resident of the State of Texas and the City of Tomball, who has resided in the City of Tomball for at least six (6) months, with the exception of the Business Owner and Hotel/Motel Positions on the Tourism Advisory Committee. The member shall not be related to any City Council Member in the following manner:

    - Relatives by Consanguinity shall include: parents, children, siblings, grandchildren and grandparents, great-grandparents and great-grandchildren, aunts, uncles, nieces and nephews.

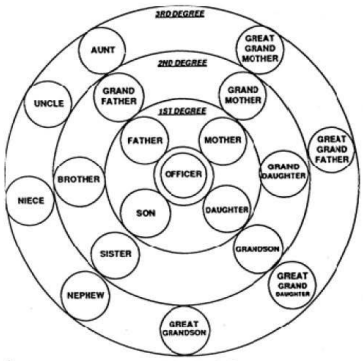
    - Relatives by Affinity shall include: spouse, parents of spouse, siblings of spouse, grandparents and grandchildren of spouse.

CHART OF KINSHIP

Affinity Kinship Chart
(Marriage)

The chart to the left shows: *Affinity Kinship (relationship by marriage)

The chart to the right shows: *Consanguinity Kinship (relationship by blood) for purposes on interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021-.025.



Consanguinity Kinship Chart
(Blood)

2. No member shall have a conflict of interest (business) and/or any appearance of impropriety where his/her position on that board or committee could result in a personal advantage or monetary benefit to accrue because of his/her position on the board. A member with a conflict of interest shall file an affidavit with the Board Secretary, shall state the conflict of interest, and shall leave the Chambers/meeting room during discussion and vote.

3. No person shall be eligible for appointment or reappointment if previously convicted of a felony or a crime involving moral turpitude.

4. Persons seeking appointment or reappointment to the Planning & Zoning Commission, Zoning Board of Adjustment, Tomball Economic Development Corporation, or the Tomball Regional Health Foundation shall be required to include, along with their application, a brief bio to include complete work history, description of positions held and tasks responsible for,-and professional certifications.

5. Prior to appointment, each applicant must certify that they have read the **Boards, Commissions, and Committees Handbook** ***and return the Acknowledgement Form from the Handbook, Page 33*** **(Appendix D).**

6. No member shall serve simultaneously on more than two (2) boards. Boards that have direct working relationships with each other may have non-voting, ex-officio members on the board with whom such working relationships exist. The City Council shall appoint non-voting, ex-officio members as Council liaisons to City-appointed boards, commissions, and committees.

7. All members, including ex-officio members, shall serve without salary.

8. Active participation by all appointed members is necessary for proper functioning of boards. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service.

9. No member shall use their position for any personal influence or monetary gain and shall not purport to represent the board, commission, or committee in any way.

10. The City Council, by majority vote, shall have the authority to remove any member of a board from office whenever, in its discretion, the best interest of the City shall be served, with the exception of the Board of Adjustments.

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: _____

Name: _____

Phone: _____ (Home)

Address: _____

Phone: _____ (Work)

City/State/Zip _____

Cell: _____

Email: _____

I have lived in Tomball ___ years.

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

Occupation: _____

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

_____

_____

_____

_____

Please attach a short biography to this application.

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

_____

_____

_____

_____

_____

_____

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

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

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

Decision-Making Boards and Commissions	Meeting Information
( ) Planning & Zoning Commission	Second Monday each month, 6 p.m.
( ) Capital Improvement Advisory Committee	Second Monday in June & December, 5:30 p.m.
( ) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
( ) Tomball Economic Development Corporation	Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
( ) Tomball Regional Health Foundation	Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees	Meeting Information
( ) Downtown Tomball Advisory Committee DTAC does not require Tomball residency	As called

Non-profit Corporation Boards	Meeting Information
( ) Tomball Legacy Fund, Inc. Position 7, Tomball Legacy Fund, does not require Tomball residency	As called

****

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

Certification & Signature:

I certify that all information provided in this application is true and correct to the best of my knowledge. I understand that false or misleading information may disqualify me from appointment or result in removal from a board, commission, or committee. I have read the City of Tomball Boards, Commissions, and Committees Handbook and understand the eligibility requirements and responsibilities of board service. I agree to sign and return the Acknowledgment of Receipt and Understanding (Appendix D) and the Social Media & Online Conduct Acknowledgment (Appendix E) prior to my first meeting if appointed.

Formatted: Font: (Default) Times New Roman, 12

_____

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

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-351-5484
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 32, Handbook)

Formatted: Indent: Left: 1.6"

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

-x-

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

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

_____
Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

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

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

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

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

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

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

_____
Signature of Local Government Officer (Declarant)

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/17/2020

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

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

6. Signature. Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

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

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

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

***

(2) the vendor:

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/17/2020

Board Member Election on Disclosure

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

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

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

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

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

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

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

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

_____ _____
Board Member's Signature Date

_____
Board Member's Printed Name

This page left blank intentionally.

CITY OF TOMBALL

APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

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

Please Type or Print Clearly: Date: _____

Name: _____ Phone: _____ (Home)

Address: _____ Phone: _____ (Work)

Email _____

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

I am applying as (please check all that apply):

_____ a Tomball Resident, residing within the city limits of Tomball
_____ an Owner, Officer or Director of a business, other than a hotel or motel, with offices within the city limits of Tomball
_____ an Employee or Officer of a hotel or motel located in the city limits of Tomball

Occupation: _____

Professional and/or Community Activities: _____

_____

_____

_____

Additional Pertinent Information/References: _____

_____

_____

_____

Please attach a short biography to this application.

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

_____

_____

_____

_____

_____

_____

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

Applications for the Tourism Advisory Committee will be kept on file in the City Secretary's office for two years.

****

I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.

Certification & Signature:

I certify that all information provided in this application is true and correct to the best of my knowledge. I understand that false or misleading information may disqualify me from appointment or result in removal from a board, commission, or committee. I have read the City of Tomball Boards, Commissions, and Committees Handbook and understand the eligibility requirements and responsibilities of board service. I agree to sign and return the Acknowledgment of Receipt and Understanding (Appendix D) and the Social Media & Online Conduct Acknowledgment (Appendix E) prior to my first meeting if appointed.

_____

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

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-351-5484

fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 32, Handbook)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

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

_____
Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

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

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

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

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

_____
Signature of Local Government Officer (Declarant)

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/17/2020

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

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

6. Signature. Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

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

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

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

***

(2) the vendor:

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/17/2020

Board Member Election on Disclosure

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

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

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

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

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

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

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

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

_____ _____
Board Member's Signature Date

_____
Board Member's Printed Name

This page left blank intentionally.

CHAPTER I

DEFINITIONS

Boards, Commissions, and Committees Defined. The City of Tomball City Council depends on the input from residents serving on Boards, Commissions and Committees. Tomball may have several kinds of Boards, Commissions and Committees, including:

Advisory Boards, Commissions, and Committees
Decision-making Boards
Separate Legal Entities
Standing Committees Sunset Committees
Non-profit Corporation Boards.

Advisory Boards, Commissions and Committees Defined. These Boards, Commissions and Committees advise the City Council, City Manager and City staff. They play a key role in keeping the City government close to the people it serves and providing ideas, feedback, and suggestions and may serve as a sounding board for proposed policy. These Boards, Commissions and Committees currently (or may) include:

Tourism Advisory Committee.

Tourism Advisory Committee

Purpose: To regularly review applications and advise City Council regarding requests for funding grants from the Hotel-Motel Occupancy Tax revenues.

Duties: Recommend funding grants.

Time Commitments: Typically, four times annually, approximately 1½ to 2 hours per meeting.

Members: Nine (9) members; membership is composed of three Tomball residents, three Tomball business owners, officers or directors other than a hotel or motel, and three employees or officers of a Tomball hotel or motel.

Term: Terms are three-year, staggered terms, expiring in December of each year.

Meetings: Usually held at 6:00 p.m. on the fourth Tuesday in the first month of each quarter. Separate minutes of the meeting are taken and kept.

Decision-making Boards and Commissions Defined. These are legislative and/or 'quasi-judicial' bodies that are empowered by State law to make decisions affecting City policy relating to the public health, safety or welfare. These Boards and Commissions are "governing bodies" under the Texas Open Meetings Act and are thus required to comply in all respects with the Act. These Boards and Commissions include:

Board of Adjustments
Impact Fee Advisory Committee
Planning and Zoning Commission
Capital Improvement Advisory Committee
Building Standards Commission.

Board of Adjustments

Purpose: To consider variances and special exceptions to the terms of the Zoning Ordinance and to hear and decide appeals of decisions and interpretations made by an administrative official in the enforcement of the Zoning Ordinance.

Duties: The duties of the Board of Adjustments shall be to:

1. Determine the true intent and meaning of the Code of Ordinances of the City of Tomball or any of the regulations that have been misconstrued or incorrectly interpreted.

2. To hear and decide cases under the City's Zoning Ordinance, including appeals that allege error in an order, requirement, decision or determination made by an administrative official in the enforcement of the Zoning Ordinance;

3. To hear and decide special exceptions when the Zoning ordinance requires the Board to do so; and

4. To authorize, in specific cases, a variance from the terms of the Zoning Ordinance if the variance is not contrary to the public interest and if, due to special conditions, a literal enforcement of the Zoning Ordinance would result in unnecessary hardship, and so that the spirit of the Zoning Ordinance is observed and substantial justice is done. In order to grant a variance, the Board of Adjustments must make findings that an undue hardship exists, using the following criteria:

    a. That literal enforcement of the controls will create an unnecessary hardship or practical difficulty in the development of the affected property.
    b. That the situation causing the hardship or difficulty is neither self-imposed nor generally affecting all or most properties in the same zoning district.
    c. That the relief sought will not injure the permitted use of adjacent conforming property.
    d. That the granting of a variance will be in harmony with the spirit and purpose of these regulations.
    e. Financial hardship alone is not an "undue hardship" if the property can be used, meeting the requirements of the zoning district it is located in.

    In granting a variance, the Board may impose such conditions, limitations and safeguards as it deems appropriate to protect adjacent property owners and to ensure the public health, safety, convenience and general welfare.

5. To make interpretations on zoning district boundaries shown on the Zoning Map where uncertainty exists because physical features on the ground differ from those on the Zoning Map or where the "Zoning District Boundaries" rules do not apply or are ambiguous.

Limitations on Authority:

1. The Board of Adjustments may not grant a variance authorizing a use other than those permitted in the district for which the variance is sought, except as specifically provided for in the Zoning Ordinance.

2. The Board of Adjustments shall have no power to grant or modify Conditional Use Provisions.

3. The Board of Adjustments shall have no power to grant a zoning amendment. In the event that a request for a zoning amendment is pending before the Planning and Zoning Commission or the City Council, the Board shall neither hear nor grant any variances with respect to the subject property until final disposition of the zoning amendment by the Commission and the City Council.

4. The Board of Adjustments shall not grant a variance for any parcel of property or portion thereof upon which a required site plan or any plat is pending on the agenda of the Planning and Zoning Commission and/or the City Council. All administrative and procedural remedies available to the applicant shall have been exhausted prior to hearing by the Board of Adjustments.

Time Commitments: As needed. Typically every 30-60 days, usually requiring 1 to 2 hours.

Members: The City Council appoints five (5) regular members and up to four (4) alternate members to serve in the absence of one or more of the regular Board members on an alternating basis. Such Board members shall be residents of the City of Tomball.
Knowledge of and experience in technical review, design or the development industry is helpful. The members of the Board (and alternate members, as needed) shall regularly attend meetings and public hearings of the Board, shall serve without compensation, and shall not hold any other office or position with the City while serving on the Board. A Board member shall not act in a case in which he has a personal or financial interest.

Term: Two (2) year terms. The terms of office of the Board members shall be staggered so no more than one-half (½) of the Board is appointed or replaced in any 12-month period.
The four (4) alternates, if appointed, shall serve two-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from required meetings of the Board shall, at the discretion of the City Council, render any such member subject to immediate removal from office.

Meetings: As needed, typically every 30-60 days. The Board shall conduct regular biannual meetings in May and November. All regular meetings shall begin at 6:00 p.m. and shall be held at Tomball City Hall unless otherwise posted in accordance with state law.

Planning and Zoning Commission

Purpose: To review, advise and make recommendations to the City Council on matters relating to City and extraterritorial jurisdiction (ETJ) planning and development.

Duties: The Planning and Zoning Commission shall:

1. Serve as an advisory body and adjunct to the City Council, and shall make recommendations regarding amendments to the Master or Comprehensive Plan, changes of zoning, zoning ordinance amendments, and zoning to be given to newly annexed areas, and other planning related matters for the physical development of the City.

2. Recommend to the Council the approval or disapproval of plats of proposed subdivisions submitted in accordance with City ordinances as adopted or hereafter amended.

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

4. Conduct an annual review of the City's Comprehensive Plan and make recommendations to the City Council as deemed necessary to keep the City's Comprehensive Plan current with changing conditions and trends and with the planning needs of the City.

5. Serve in an advisory capacity on any planning related item(s) in the City and perform other duties as provided for by the City Charter.

6. Serve as the Building Standards Commission.

7. Recommend to the Council the amendment, extension and revision of the Building Code, which code shall include the minimum standards of construction for building, the minimum standards for plumbing and the minimum standards for electrical and mechanical equipment.

8. Submit annually to the City Manager, not less than ninety (90) days prior to the beginning of the budget year, a list of recommendations for capital improvements that, in the opinion of the Commission, are necessary or desirable to be constructed during the forthcoming five (5) years. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year.

9. The Commission shall have all the rights, powers, privileges and authority authorized and granted by the City Council and through the Statutes of the State of Texas authorizing and granting cities the power of zoning and subdivision regulation as found in Chapters 211 and 212 of the Texas Local Government Code, as amended from time to time.

10. Operate under the guidelines of the powers granted by the Civil Statutes of the State of Texas.

Time Commitments: Once per month, in the evening, if needed, usually requiring 1 to 2 hours. Additional meetings may be required infrequently to accommodate particular circumstances.

Members: The City Council appoints five (5) members. Members must be residents of the City of Tomball, real property owners, and not employees of the City. Members also perform duties as the City's Building Standards Commission and the Capital Improvement Plan Advisory Committee.

Term: All appointees to the Commission shall serve as a member of the Commission for a term of office of three (3) years, expiring June 1 of each year. Terms overlap, creating at least one vacancy each year. Members may be reappointed with no limitation on the number of terms one member may serve.

Meetings: Usually every second Monday of the month at 6:00 p.m. at Tomball City Hall.

Capital Improvement Advisory Committee

Purpose: To regularly review and update the Capital Improvements Program (CIP) in accordance with the requirements of Vernon's Texas Local Government Code, Chapter 395.

Duties: Meet bi-annually review, analyze and interpret the CIP with the City Manager, Public Works Director, and Project Manager. Recommend changes indicated by sound planning principles and financial constraints.

Time Commitments: Bi-annually, approximately half an hour per meeting. Additional time may be required if special meetings are scheduled.

Members: Membership is composed of at least 50% of the members of the impact fee advisory committee must be representatives of the real estate, development, or building industries and cannot be employees or officials of a governmental entity. The committee must also include a resident of the City of Tomball's extraterritorial jurisdiction (ETJ) for a total of six (6) members appointed by City Council.

Term: All appointees to the Commission shall serve as a member of the Commission for a term of office of three (3) years, expiring June 1 of each year. Terms overlap, creating at least one vacancy each year. Members may be reappointed with no limitation on the number of terms one member may serve.

Meetings: Usually held at 5:30 p.m. on the second Monday of June and December with additional meetings scheduled as needed. The Chair of the Commission chairs the meetings. Separate minutes of the meeting are taken and kept.

Building Standards Commission

Purpose: To administer due process in matters concerning alleged violations of ordinances related to substandard buildings or structures in the City of Tomball.

Duties: The duties of the Building Standards Board shall be:

1. To order the repair, within a fixed period, of buildings found to be in violation of an ordinance.

2. To declare a building substandard in accordance with the powers granted by Chapter 54 of the Local Government Code.

3. To order, in an appropriate case, the immediate removal of persons or property found on private property, enter on private property to secure the removal of persons or property if it is determined that conditions exist on the property that constitute a violation of an ordinance, and order action to be taken as necessary to remedy, alleviate, or remove any substandard building or structure found to exist.

4. To issue orders or directives to any peace officer of the State, including a sheriff or constable or the Police Chief, to enforce and carry out the lawful orders or directives of the Commission.

5. To determine the amount and duration of a civil penalty the City may recover in an amount permitted by State law.

Time Commitments: As needed. Typically, one to two times annually, in the evening, usually requiring 1 to 2 hours. Additional meetings may be required infrequently to accommodate particular circumstances.

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

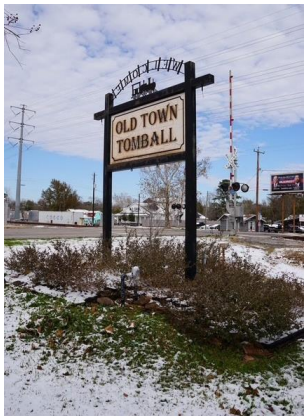
Term: All appointments to the Commission shall serve as a member of the Commission for a term of office of three (3) years, expiring June 1 of each year. Terms overlap, creating at least one vacancy each year. Members may be reappointed with no limitation on the number of terms one member may serve.

Meetings: Called on a case-by-case basis; typically one to two times annually, generally in conjunction with a Planning and Zoning Commission meeting.

Separate Legal Entities Defined. These are boards that are recognized by the State as separate legal entities with their own Articles of Incorporation and By-Laws and are registered with the office of the Secretary of State and, in the case of the Hospital Board, are created by an act of the State Legislature and recognized as a separate governmental entity. These Boards include:

The Tomball Economic Development Corporation
The Tomball Regional Health Foundation.

Tomball Economic Development Corporation



Purpose: To promote economic development in the City of Tomball and to promote or develop municipal infrastructure related to the development or expansion of business enterprise.

Duties: Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as Directors of the Corporation, Directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation or which would be lawful and shall refrain from actions not in the best interest of the Corporation or which would be unlawful. A Director shall not be liable if, in the exercise of ordinary care, the Director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

Time Commitment: The time commitment varies somewhat, based on projects being undertaken. Normally, 6 meetings annually, typically the second Tuesday of the month, 5:30 p.m., in meetings of 1 to 2 hours duration; the annual meeting is in May. Some outside reading and study will be required.

Members: Seven (7) members are appointed by the City Council. Each Director must reside within the City of Tomball. The Mayor and members of the Tomball City Council who are not members of the Corporation shall be ex-officio directors of the Corporation. The Mayor and the City Council of Tomball may appoint up to three individuals who meet the special qualifications as outlined in Section 3.09, to serve as ex-officio directors of the Corporation. Ex-officio directors shall be given notice of all meetings of the Board, may participate in discussions at Board meetings, but shall not be entitled to vote on matters considered by the Board.

Term: Two (2) year terms, which may be staggered, if so provided for by the Governing Body (the City of Tomball). Currently, terms are staggered.

Meetings: There are six (6) meetings annually, usually on the second Tuesday of the month, 5:30 p.m., in meetings of 1 to 2 hours duration; the annual meeting is in May. Other meetings are called at the discretion of the Board.

Tomball Regional Health Foundation

(Formerly the Tomball Regional Hospital Authority)

Tomball Regional Health Foundation is the new name of the Tomball Regional Hospital Authority ("TRHA"), following the sale of Tomball Regional Medical Center to a subsidiary of Community Health Systems, Inc. on October 1, 2011. The Tomball Regional Health Foundation will administer the proceeds from the sale of Tomball Regional Medical Center for charitable purposes in the surrounding communities.

Purpose: The Foundation will continue to be a vital part of the community, supporting health and wellness initiatives on behalf of its residents and seeking to meet the broader aspects of health needs in the community.

Duty: The mission of the TRHF is to promote wellness and improve health status for all residents in our communities through programs that enhance access to health care, preventative care and health education. The vision of the TRHF is to be a catalyst for measurably improving access to healthcare and health status of the Tomball, Magnolia, Waller and surrounding communities.

Members: Currently, the total number constituting the members of the Board is eleven; five (5) of the eleven (11) Board Members shall be appointed by City Council and six (6) of the eleven (11) Board Members shall be elected by the Board. No officer or employee of the City of Tomball shall be eligible for appointment or election as a Board Member. Any vacancy occurring in the Board shall be filled by the body appointing the Board Member whose seat is being vacated. The term of the new Board Member shall commence immediately and shall continue until the expiration of the term for which the Board Member was appointed to fill.

Criteria for Selection of Board Members: Board Members selected by the Tomball City Council shall be residents of the City of Tomball. Board Members elected by the Board shall be residents of the Authority's service area as defined by the Board from time to time and those Prospective Directors shall be interviewed to confirm their willingness, interest and qualifications (as determined by the Board) in serving on the Board.

Term: Two (2) year terms. Positions 1, 3 and 5 expire in the same year; Positions 2 and 4 expire in the same year. (Ord. 2000-03).

Time Commitment and Meetings: Regular monthly meetings shall be held the fourth Wednesday of every month or as designated by the Chairman of the Board at our office location of 29201 Quinn Road, Suite A, Tomball, Texas 77375.

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

Notice of the date, hour, place and subject of any meeting of the Board shall be given in accordance with applicable statutory requirements including, without limitation, the requirements of the Texas Open Meetings Act (GOV'T CODE ANN. §§ 551.001 *et seq.)*

Standing Committees Defined. Currently, the City of Tomball does not have any Standing Committees. These are permanent advisory committees, in most cases reporting to the City Council and sometimes to the City Manager. Examples of Standing Committees in other cities are insurance advisory committees and oil and gas advisory committees.

Sunset Committees Defined. Sunset Committees are temporarily appointed, advisory boards, committees, or commissions that terminate upon completion of their specific task. Examples of Sunset Committees include:

Charter Review Commission (CRC).

There have been other Sunset Committees and Commissions, such as the Zoning Commission, and the Oil and Gas Advisory Committee.

Non-profit Corporation Boards Defined. Non-profit corporations are 501(c)(3) organizations, established by the City of Tomball for the purpose of receiving private and/or corporate grant funds, to supplement the City of Tomball's ability to fund various programs, projects, events and other expenditures benefitting the Tomball community. An example of a Non-Profit Corporation Board is the Tomball Legacy Fund, Inc.

Tomball Legacy Fund, Inc.

Duty: To receive private and/or corporate grant funds, to supplement the City of Tomball's ability to fund various programs, projects, events and other expenditures benefitting the Tomball community.

Members: The Tomball Legacy Fund Board, Inc. shall be composed of seven (7) individuals. Positions 1 through 6 shall be filled by six (6) members who shall be the members of the City Council of the City of Tomball; Position 7 shall be filled by one (1) member who shall be appointed by City Council.

Criteria for Selection. The Mayor and City Council members shall serve in such capacity for a period coinciding with their respective terms of office with the City. Directors in Positions 1 through 6 must reside within the City and if such residence ceases, it shall be deemed as a resignation. The Director for Position 7 is not required to reside within the City and his/her term of office shall coincide with the term of the Mayor. Directors are removable by the governing body of the City at any time without cause. The Directors shall serve without compensation, unless compensation is proposed and approved by the City's governing body, said compensation in no event to exceed the compensation of the elected officers of the City's governing body, except that such Directors shall be reimbursed for their actual expenses incurred in the performance of their duties. Any vacancy occurring on the Board of Directors through death, resignation, or otherwise shall be filled by appointment by the governing body of the City, said appointee to hold office until the expiration of the relinquished term.

Term. The periods of service of the members shall commence on August 5, 2013 and expire as noted above.

CHAPTER II

BOARD, COMMISSION, AND COMMITTEE APPOINTMENT PROCESS

Application Process. Citizens interested in serving on a board, commission, committee or separate legal entity can obtain an application from the City Secretary's office at City Hall or from the City's website, www.tomballtx.gov. The completed application can be submitted via email to: cso@tomballtx.gov or returned to the City Secretary's office. Applications are valid for two years: from the date of submission.

The City will advertise any open / vacant positions 60 days prior to the council appointments. For an application to be considered, your complete application must be received 45 days prior to the date of possible appointment. Any applications received within 45 days of an appointment will not be considered for the next appointment, therefore, we encourage you to submit a completed application as soon as possible. All eligible applicants will be notified and scheduled to a council workshop/regular meeting where candidates will have the opportunity to introduce themselves and answer any questions.

For your application to be considered complete you must return the following:

1. Boards and Commission Application and/or Tourism Advisory Committee application.
2. Conflict of Interest Questionnaire
3. Conflict of Interest Statement
4. Election on disclosure form
5. Acknowledgement of receipt and understanding of Handbook (page 33)

In addition, persons seeking appointment or reappointment to the Planning & Zoning Commission, Zoning Board of Adjustment, Tomball Economic Development Corporation, or the Tomball Regional Health Foundation shall be required to include a brief bio to include a recent resume.

Appointment Process. The City of Tomball City Council makes appointments to City of Tomball Boards, Commissions, Committees, and separate legal entities. The City Council considers applications to these boards during regular City Council meetings.

Notice of Appointment. After the City Council appoints a person to serve as a member of a Board, Commission, Committee or separate legal entity, the City Secretary will notify the Board/Commission Secretary and they notify the appointee in writing of the appointment.

Eligibility and Qualifications. The Tomball City Council seeks qualified people to serve on Boards, Commissions and Committees. The qualifications required to serve on a particular Board, Commission or Committee are determined by City of Tomball Home Rule Charter, Ordinance, Boards and Commissions Handbook or by the State law which established the Board, Commission, or Committee.

Appointments to Boards, Commissions, Committees or separate legal entities that do have eligibility requirements must be made in accordance with the governing City Home Rule Charter, City Ordinance, Boards and Commissions Handbook or State statutes. Board, Commission or Committee members must continue to meet the eligibility requirements during the entire time they serve. If a member cannot continue to maintain the necessary requirements, he/she shall resign his/her position.

Nepotism. Section 6.05 of the Home Rule Charter provides that no officer of the City or officer of any City Board shall appoint, or vote for or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second-degree of affinity (by marriage) or within the third-degree by consanguinity (by blood) to the person so appoint or so voting, or related to any other member of the governing body or board of the City.

Oath of Office. Upon appointment, an oath of office is administered to all members of Boards, Commissions, and Committees. The oath of office can be administered by the Board Secretary or designee or a City-employed Notary Public for the State of Texas prior to presiding over a meeting.

Open Meetings Act Training. Upon appointment, each board member is required to complete the Open Meetings Act Training as required by the State of Texas Attorney General within ninety (90) days of his/her appointment and provide a certificate of completion to the City Secretary for the City's records.

CHAPTER III

MEETINGS

Role of the Chair. The function of the Chair is to provide leadership for the group. The Chair is selected by other board members in a method agreeable to all board members. There are certain duties and responsibilities that must be performed.

The Chair can ensure the smooth operation of the board, commission or committee. The Chair must be strong enough to make certain that the meeting is run by the rules, but democratic enough to use the power and authority of the position wisely. The Chair's ability to handle meetings will have a significant impact on operation and effectiveness.

The Chair must make certain that discussions do not get sidetracked on minor issues and must have the ability to remain focused on the agenda.

The Role of Other Officers. The Vice-Chair will serve as Chair in the absence of the Chair. Other officers and duties shall be determined by the respective board, commission, or committee.

The Agenda. The agenda should always be prepared prior to the meeting and copies given to all Board, Commission, or Committee members. Extra copies of the agenda should be available for the public.

The agenda is prepared by the department head or staff person assigned to the Board, Commission or Committee. Certain Boards, Commissions and Committees are required by the state, in the Open Meetings Act, to post the agenda publicly, at least 72 hours prior to the meeting and it is a City of Tomball practice that all boards, commissions and committees follow these procedures.

Parliamentary Procedures. Meetings of Boards, Commissions and Committees are generally conducted under standard parliamentary rules, i.e., *Robert's Rules of Order*, as adopted by that body.

Public Hearings. These hearings are open forums that allow the public an opportunity to express their opinions on a specific issue. Public Hearings are generally conducted in the following manner:

1. The Chairman of the Board, Commission or Committee formally opens the public hearing.
2. The applicant's presentation of his request.
3. Proponents (those in favor) of a measure speak first.
4. Opponents (those against) speak second.

After hearing all who wish to comment on the issue, the proponents are allowed to give a rebuttal and summarize their position, and then the Chair formally closes the Public Hearing.

Members of the Board, Commission or Committee may ask questions at any time of the witness, if recognized by the Chair. Members are encouraged to ask questions even after the hearing is closed. After the Public Hearing is closed, members of the public may speak ONLY when recognized by the Chair.

A time limit for individual speakers may be set by the Board, Commission or Committee for purposes of order and equity before the Public Hearing begins.

Signing the Minutes for the Meeting. The minutes of Boards, Commissions and Committees MUST be signed by the Chair and the Secretary once the minutes are approved by a majority vote of the members of the Board, Commission or Committee.

Meeting Attendance. Every Board, Commission or Committee member is expected to maintain a suitable attendance record. It is important to keep in mind that attendance is very important to the Board, Commission or Committee. Because attendance is important, the City Council has adopted an attendance policy of no more than three (3) consecutive absences without an excuse for regular board, commission or committee members. The Chair of the Board, Commission or Committee can excuse a member's absence.

The term "meetings" includes all meetings of the board and all meetings of the board's subcommittees on which the member serves. The Secretary of the Board, Commission or Committee is responsible for keeping track of the members' attendance. If a member does not follow the attendance policy set for the board, commission or committee, the member can be removed from service by a vote of the City Council.

Working with City Staff. Each Board, Commission, or Committee member is encouraged to work closely with City staff and with the appropriate department staff assigned to that Board, Commission or Committee. City staff is assigned to provide general assistance, such as preparation of agenda materials and general review of department programs and activities, and to perform limited studies and other services.

Reporting to the City Council. The Council is dependent on each Board, Commission or Committee to make recommendations to City projects. It is through the Boards, Commissions and Committees that the City Council can receive community input. All Boards, Commissions and Committees are encouraged to communicate the position of the body to the City Council and, from time-to-time, may want to visit informally with a Council member.

There will be occasions when City staff will be required to prepare an agenda item for City Council review. In preparation of such a report, the staff member should present both the staff position and Board, Commission or Committee's position. The position of a member not voting in the majority on an item should also be presented in the staff report if indicated by the member.

It is the desire of the City Council to have an opportunity to hear and consider all sides of an issue and alternative recommendations to assist in their decision-making process.

CHAPTER IV

RESPONSIBILITIES OF THE MEMBERS OF BOARDS, COMMISSIONS AND COMMITTEES

General. It is an honor to be selected as a City Board, Committee, or Committee member and it provides an unusual opportunity for genuine public service. Although specific duties of each body vary widely, there are certain responsibilities that are common to all members. The following is a summary of those responsibilities:

1. Members should understand the role and scope of their responsibilities and should be informed of the individual board, commission or committee's purpose and of its operating procedures.

2. Members should be careful to represent the majority views of their individual board, commission or committee. Individual "opinions" to the public and press should be identified as such.

3. Members should represent the public interest and not special interest groups.

4. Good communication is essential - members are in a position to serve as liaison between the City and its citizens and can help to reconcile opposing viewpoints and to build a consensus around common goals and objectives. Members serve as a communication link between the community, staff, and City, presenting recommendations and providing a channel for citizen expression.

5. Members are encouraged to review their agenda packets, contact City staff with questions, and be thorough in their recommendations; if possible, members should personally view situations under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. Conclusions based on preparedness will strengthen the value of the group's recommendations.

6. Members are encouraged to establish a good working relationship within the group; respect individual viewpoints; allow other members time to present their views fully before making comments; be open and honest; welcome new members.

7. Council appointments to boards, commissions or committees are made without regard to political party affiliation. Members are not restricted from participating in political activities; however, members should not use or involve their membership in the conduct of political activities.

~~7.~~8. Members are also subject to the Social Media & Online Conduct policy set forth in Chapter VII of this Handbook, which governs all online communications made in the capacity of a board, commission, or committee member.

Formatted: Font: 11.5 pt

Formatted: Left, Indent: Left: 1.1", Hanging: 0.5", Right: 0", Space Before: 0 pt, No bullets or numbering, Tab stops: Not at 0.85"

Open Meetings Act. Texas Law requires that every meeting of the City Council be open to the public. The law also requires all Boards and Commissions, other than Advisory Boards, Commissions, and Committees, to follow this as well. In Tomball, all Boards, Commissions and Committees follow the procedures for open meetings.

a. A Posted Notice is required of a meeting. Written notice of the date, hour, place and subject of each meeting must be posted on a public bulletin board, located at a place convenient to the public for at least 72 hours preceding the scheduled time of the meeting. Only those matters posted can be discussed and acted on by the governmental body.

b. Minutes are required to be prepared or a tape recording made of each open meeting. Minutes must state the subject of each deliberation and indicate each vote, order, decision or other action taken.

c. Closed Meetings. The Texas Open Meetings Act does allow for closed or executive meetings on a few limited subjects. Generally, Boards, Commissions or Committees will not have occasion or legal basis to meet in closed or executive session. Closed meetings are allowed to discuss pending litigation, certain personnel matters, and the lease or acquisition of land. However, before a closed meeting can be held, a quorum of the governmental body must convene in an open meeting and the presiding officer publicly announce that a closed meeting will be held and identify the sections of the Open Meeting Act authorizing the closed meeting. No final action, decision, or vote can be made in a closed meeting. All final actions, decisions, and votes must be made in open meetings. Further, the governmental body is required to keep a certified agenda of the matters discussed in the closed meeting and a record of any further action taken. The presiding officer must include an announcement at the beginning and end of the closed meeting indicating the time and place, and must certify that the agenda is a true and correct record of the proceedings. Blank certified agenda forms for use by presiding officers are available in the City Secretary's office. In lieu of maintaining a certified agenda, a tape recording of the closed meeting may be made.

d. Penalties. A fine of not less than $100 nor more than $500 or imprisonment in the county jail for not less than one month nor more than six months, or both fine and imprisonment, can be imposed for violating the provisions of the Open Meetings Act or conspiring to circumvent the provisions of the Open Meetings Act by meeting in numbers less than a quorum for the purposes of secret deliberations.

Open Records Act. Texas law also requires that virtually all information held by a governmental body must fall under the rules of the Texas Open Records Act. If a request for information is received by a Board, Commission or Committee, the City Secretary should be notified for the proper procedure.

CHAPTER V

LEGAL LIABILITY

Personal Liability. Board, commission or committee members cannot be held personally liable for erroneous acts while honestly exercising the functions of their offices in good faith. The only time a member can be held personally liable is when they act outside the scope of their office and in bad faith. When members of City Boards, Commissions or Committees are acting in good faith and within the bounds allowed by the City, state and federal law, the City will provide a defense for such members to the greatest extent permissible. However, if a Board, Commission or Committee member acts fraudulently, maliciously, or in violation of a criminal law while serving in his/her official capacity, the City generally will not provide that member a defense.

Board Liability. A city, its officers, and members of boards, commissions or committees as a governmental entity, must treat all individuals or groups in the same manner unless there is a compelling governmental interest to treat someone or some group differently. Therefore, the City Attorney should be consulted concerning whether or not an individual or group can be treated differently. If an officer or board, commission or committee member illegally discriminates against an individual or group, that individual or group can seek damages from the City and from the individual officer for a violation of rights under the state and federal civil rights statutes.

The above discussion is by no means intended to be a comprehensive and complete discussion of legal liabilities to which the City or Board, Commission or Committee member may be subjected.

Board, Commission or Committee members are strongly encouraged to consult with the City Attorney anytime they feel their actions while serving on such Board, Commission or Committee may have some legal consequences. The law in this area is quite complex and requires a thorough analysis of the law and facts pertaining to each particular situation.

CHAPTER VI

CODE OF ETHICS OF THE CITY OF TOMBALL, TEXAS

Article III – Officers and Employees

DIVISION 5. CODE OF ETHICS

Sec. 2-210. Declaration of policy.

(a) It is hereby determined by the city council of the city, that the proper operation of government requires that public officers and employees be independent and impartial; that the government's decisions and policies be made within the proper channels of the governmental structure; that a public office not be used for personal gain; and that the public have confidence in the integrity of its government and its governmental officials.

(b) The purpose of this Code is to enumerate existing state laws which regulate the conduct and activities of city officers and employees, and to promulgate such additional minimum standards as are deemed necessary and appropriate to ensure the faithful and impartial administration of the city's government.

Sec. 2-211. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City employee means any person employed by the city, including those individuals employed on a part-time basis.

City officer means the mayor, members of the city council, the city manager, city secretary, municipal court judge and clerk, alternate judges, and substitute judges, and each member and alternate member of all of the city boards, commissions and committees.

City official means a city officer or city employee.

Sec. 2-212. Ethical principals.

The following code of ethics for all city officers and employees is adopted. To further the objectives of this code of ethics, certain ethical principles shall govern the conduct of every officer or employee, who shall:

(a) Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and confidence of the citizens of the city;

(b) Recognize that the chief function of local government at all times is to serve the best interests of all of the people;

(c) Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources;

(d) Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the council or the city. Do not seek or accept gifts or special favors; believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest;

(e) Recognize that public and political policy decisions, based on established values, are ultimately the responsibility of the city and city council; and

(f) Conduct business in open, duly noticed meetings in order to be directly accountable to the citizens of the city. It is recognized that certain exceptions are made by the state for executive sessions; however, any action as a result of that type of meeting will be handled later in open session.

Sec. 2-213. Ethical standards.

In order to more fully effectuate the policy declared in this code of ethics, to ensure that all city officials act and conduct themselves both inside and outside the city's service so as to give no occasion for distrust of their integrity, and to avoid even the appearance of impropriety by any city official, the following standards of conduct are adopted.

(a) It is the official policy of the City that:

(1) City officials shall be independent, impartial, and responsible to the citizens of the City;

(2) City officials shall not have a financial interest, and shall not engage in any business, transaction, or professional activity, or incur any obligation that conflicts with the proper discharge of their duties for the city in the public interest;

(3) The principles of personal conduct and ethical behavior that should guide the behavior of city officials include:

a. A commitment to the public welfare

b. Respect for the value and dignity of all individuals;

c. Accountability to the citizens of the city;

d. Truthfulness; and

e. Fairness.

(4) Under such principles of conduct and ethical behavior, City officials should:

a. Conduct business with integrity and in a manner that merits the trust and support of the public;

b. Be responsible stewards of the taxpayers' resources; and

c. Take no official actions that would result in personal benefit in conflict with the best interests of the city.

(5) To implement the purpose and principles described herein, the Council has enacted rules of ethical conduct to govern city officials

(6) In order to adopt standards of disclosure and transparency in government, and to promote public trust in government, the City Council adopts the following guidelines regarding public disclosure of information related to Councilmember compliance with state and local law:

a. The City shall maintain a City Council Public Disclosure Webpage ("Public Disclosure Page"), with a direct link, visible from the City's homepage and individual Councilmember bio pages, containing public disclosure information for each City Councilmember; and

b. Each Councilmember Disclosure Page shall include public disclosure of the following

information:

1. All campaign finance reports required by state law; and

2. All conflicts or ethical disclosures required by state or local law; and

a copy of awarded contracts for which the Councilmember was required, by local or state law, to file a conflicts affidavit and abstain from participation in discussion of and any vote related to the contract.

(b) ***Grant of special consideration.*** Council members shall not grant special treatment, consideration, or advantage to any individual, business, or group beyond what is available to all. Exceptions include specific programs or incentives, must be explicitly authorized by the City Council.

(c) ***Appearances on behalf of private interests.*** Council members shall not represent or advocate for private interests before a City body (Council, boards, commissions) regarding matters over which they have discretionary authority. They shall also refrain from representing or participating in any litigation involving the City.

(d) ***Securing special privileges.*** No city official shall use his official position to secure special privilege or exemption for himself or others.

(e) ***Gifts***. In accordance with state law, Council members shall not accept any gift, favor, or benefit that could reasonably influence their official duties or that is offered with the intent to influence or reward their official conduct.

(f) ***Disclosure or use of confidential information.*** Council members must not disclose or use any confidential information gained through their position to further their personal interests or the interests of others.

(g) ***Incompatible outside activities***. No city official shall engage in any outside activity which will conflict with, or be incompatible with, the city office or employment.

(h) ***Incompatible employment.*** No city official shall accept outside employment which is incompatible with the full and proper discharge of his duties and responsibilities with the city,

or which might impair his independent judgment in the performance of his public duty.

(i) ***Use of city property for personal use***. No city official shall use city supplies, equipment, vehicles or facilities for any purpose other than the conduct of official city business, unless otherwise specifically provided for by law, ordinance or city policy.

(j) ***Official Oppression.*** A City official may not knowingly mistreat, unlawfully arrest, detain, search, seize, dispossess, assess, or place a lien on someone. They also cannot intentionally deny or interfere with a person's rights, privileges, or protections, knowing their actions are unlawful, or subject anyone to sexual harassment. 39.02, Penal Code.

(k) ***Nepotism.*** City officials may not appoint or vote to appoint a person related to them (within the second degree by affinity or third degree by consanguinity) or to another board member, if the position is paid with public funds. This does not apply if the related person has been continuously employed:

(1) at least thirty (30) days, if the officer or member is appointed, or

(2) at least six (6) months, if the officer or member is elected.

Sec. 2-214. State laws governing conduct.

(a) ***Conflicts of interest.***

(1) Pursuant to V.T.C.A., Local Government Code, ch. 171, a local public official having a substantial interest in a business entity or piece of real property must file, before any vote or decision is made on any matter affecting the business entity or real property, an affidavit stating the nature and extent of the interest. The official must file the affidavit with the city secretary, and is required to abstain from any further participation in the matter if:

a. The proposed action would have a special economic effect on the business entity that is distinguishable from the effect on the public; or

b. It is reasonably foreseeable that the action would have a special economic effect on the value of the real property which is distinguishable from its effect on the

public. An exception to the abstention rule is provided in cases where a majority of members of the entity are likewise required to and do file affidavits.

(2) A substantial interest in a business entity exists when the official:

a. Owns ten percent or more of the voting stock or shares of the business entity;

b. Owns ten percent or more or $5,000.00 or more of the fair market value of the business entity; or

c. Has received from the business entity funds which exceed ten percent of the official's gross income for the prior year.

(3) A substantial interest in real property exists when the official has an equitable or legal interest in such property which has a fair market value of $2,500.00 or more.

(4) A local public official means a member of the city council or other official of the city, paid or unpaid, who exercises responsibilities which are more than advisory only. A business entity means any entity recognized by law.

(5) It is an offense for a local public official to act as a surety for a business entity that is contracting with the city, or to act a surety on any official bond required of an officer of the city.

State law reference(s)—Similar provisions V.T.C.A., Local Government Code § 171.003.

(6) A local public official is considered to have a substantial interest if a person related to the official in the first degree by consanguinity or affinity has a substantial interest.

State law reference(s)—Similar provisions, V.T.C.A., Local Government Code § 171.002(c).

(7) The provisions of V.T.C.A., Local Government Code, ch. 171, are in addition to any other municipal charter provisions or municipal ordinances defining and prohibiting conflicts of interest.

(b) ***Bribery.*** It is unlawful for a city official to accept or agree to accept:

(1) Any benefit as consideration for a decision, opinion, recommendation, vote or other exercise of discretion as a public servant;

(2) Any benefit as consideration for a decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding; or

(3) Any benefit as consideration for a violation of a duty imposed by law on a public servant.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 36.02.

(c) ***Gifts to public servants.***

(1) It is unlawful for a city official to solicit, accept or agree to accept any benefit from a person the official knows is subject to regulation, inspection or investigation by the official or the city.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 36.08(a).

(2) In the event of litigation involving the city, it is unlawful for any city official to solicit, accept or agree to accept any benefit from a person against whom the official knows litigation is pending or contemplated by the official or the city.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 36.08(c).

(3) It is unlawful for a city official who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government to solicit, accept or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 36.08(d).

(4) It is unlawful for a city official who has judicial or administrative authority, is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decision, to solicit, accept or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any matter before the official or tribunal.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 36.08(e).

(5) **Exceptions to gifts to public servants.** The provisions of V.T.C.A., Penal Code § 36.08, described in subsections (c)(1) thru (4) of this section, do not apply to:

a. Fees prescribed by law to be received by the public official or any other benefit to which the official is lawfully entitled and for which the official has given legitimate consideration;

b. Gifts or other benefits conferred on account of kinship or personal, professional, or business relationships independent of the official's status with the city;

c. Certain honorariums in consideration of legitimate services;

d. Benefits consisting of food, lodging, transportation or entertainment accepted as a guest and reported as required by law; or

e. Benefits for which statements must be filed pursuant to V.T.C.A., Election Code §§ 251.011 and 251.012, if the benefit and source of any benefit exceeding $50.00 is reported and the benefit is used solely to defray expenses which accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the city.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 36.10.

(d) ***Tampering with governmental records***. It is unlawful for any person to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use any record, document, or thing with knowledge of its falsity with the intent that it be taken as a genuine governmental record, or to intentionally destroy, conceal, remove or otherwise impair the verity, legibility or availability of a governmental record.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code, § 37.10.

(e) ***Impersonating public servant.*** It is unlawful for any person to impersonate a city official with intent to induce another to submit to his pretended official authority or to rely on his pretended official acts.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 37.11.

(f) ***Misuse of official information.*** It is unlawful for a city official, in reliance on information to which he has access as a result of his office and which has not been made public, to acquire or aid another in acquiring a pecuniary interest in any property, transaction or enterprise that may be affected by the information or to speculate or aid another in speculating on the basis of the information.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 39.03.

(g) **Disrupting meeting or procession.** It is unlawful for any person, with intent to prevent or disrupt a lawful meeting, to obstruct or interfere with the meeting by physical action or verbal utterance.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 42.05.

(h) ***Official oppression***. It is unlawful for a city official to intentionally subject another to mistreatment or to arrest, detention, search, seizure, dispossession, assessment or lien that he knows is unlawful, to intentionally deny or impede another in the exercise or enjoyment of any right, privilege, power or immunity, knowing his conduct is unlawful, or to intentionally subject another to sexual harassment.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 39.02.

(i) ***Official misconduct***. It is unlawful for a city official, with intent to obtain a benefit or with intent to harm another, to intentionally or knowingly violate a law relating to his office or employment or to misapply any thing of value belonging to the government that has come into his custody or possession by virtue of his office or employment.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 39.01.

(j) *Nepotism*. The following provisions shall apply:

(1) It is unlawful for any city official to appoint, or vote for the appointment, to any office, employment or duty, of any person related within the second degree by affinity or within the third degree by consanguinity to the person so appointing or so voting, or to

any other member of a board or governing body to which the person so voting or appointing may be a member, when the salary, fees or compensation of such appointee is to be paid out of public funds. An exception is provided for persons who have been continuously employed in such office, employment or duty for the following periods prior to the election or appointment, as applicable, of the officer or member related to such employee in the prohibited degree:

a. At least 30 days, if the officer or member is appointed; or

b. At least six months, if the officer or member is elected.

(2) When a person is allowed to continue in an office, position or duty because of an exception above, the officer who is related to such person in the prohibited degree shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, reemployment, change in status, compensation or dismissal of such person, if such action applies only to such person and is not taken with respect to a bona fide class or category of employees.

Charter reference(s)—Similar provisions, § 6.05.

State law reference(s)—Similar provisions, V.T.C.A., Government Code § 573.041.

(k) ***Disclosure of interest in property***. It is unlawful for a city official, or a person elected, appointed or employed as a city official but for which office such person has not yet qualified, to fail to make public disclosure of any legal or equitable interest he may have in property which is acquired with public funds, provided such official has actual notice of the acquisition or intended acquisition. The public disclosure required is the filing of an affidavit with the county clerks of all counties in which the property is located and wherein the official resides at least ten days prior to the acquisition.

Charter reference(s)—Conflict of interest in city contracts, § 6.07.

State law reference(s)—Similar provisions, V.T.C.A., Government Code § 553.02.

Sec. 2-215. Complaints Against Officials.

(a) Officials and staff have a duty to report suspected violations of law or this article as set forth herein. All complaints or allegations of a violation of this code of ethics against an official shall be made in writing on a form provided by the city clerk, sworn to before a notary public, and filed on record with the city clerk. Such complaint shall describe in detail the act or acts complained of and the specific section(s) of this code of ethics alleged to have been violated. A general complaint lacking in detail shall not be sufficient to invoke the investigation procedures contained herein; and anonymous complaints shall not be considered.

(1) The city clerk shall provide a copy of the complaint to the implicated official and the city council, and immediately refer the complaint to the city attorney, who shall initially review the complaint to determine if the complaint contains sufficient detail and alleges a violation of the code of ethics.

(2) The affected official may file a written response to the complaint within seven (7) business days after the complaint is filed with the city clerk, who shall forward the response, if any, to the city attorney.

(3) The city attorney shall conduct an initial review to determine if the facts as alleged could constitute a violation of this code of ethics within five days of the initial or clarified complaint.

(A) When the city attorney receives a vague complaint or one lacking in detail, the city attorney shall contact the complainant to request a written clarification. If the complainant fails to provide the city attorney with written clarification within 5 business days of the request for written clarification, or if after written clarification is provided, it is the opinion of the city attorney that the complaint is insufficient in detail and/or fails to allege a prima facie violation of the code of ethics, a written report to that effect shall be submitted to the city council.

(B) The city attorney may contact the complainant, interview witnesses and examine any documents necessary for the initial review.

(C) If the city attorney determines that a criminal violation may exist, the city attorney shall refer the matter to the appropriate law enforcement agency in addition to proceeding with the process described herein.

(b) If it is determined by the city attorney that the facts as alleged could constitute a violation of this code of ethics, then the city attorney shall immediately proceed to fully investigate the alleged improprieties. For purposes of this investigation, the city attorney shall have all of the powers of investigation as are given to the city council by reason of the city charter. The city attorney shall report back to the city council as soon as possible but in no event more than twenty (20) business days from the date of the complaint unless an extension is granted by the majority of the nonimplicated city council. The city manager or city clerk shall cause a meeting to convene, whether regular or special, within twenty (20) business days after being so notified by the city attorney to further consider said complaint in executive session. Said report shall be comprehensive and explain in detail all facts, findings and conclusions in support of the city attorney's opinion as to whether a violation of this code of ethics occurred.

(c) The city council shall consider the complaint and the city attorney's report at an executive session of the city council unless the affected official requests that the complaint be considered in a public meeting. At such meeting, the city attorney shall present a written report to the city council describing in detail the nature of the complaint and the city attorney's findings and conclusions as to a possible violation of this code of ethics. The affected official shall have the right to a full and complete hearing before the city council with the opportunity to call and cross-examine witnesses and present evidence in such person's behalf. The nonimplicated city council members in attendance shall conduct a hearing and review the complaint. Unless additional time is granted in writing by the mayor prior to the hearing, the hearing, including the presentation of witnesses is limited to two hours. The city council may reject the complaint

or take action authorized under Section 2-216 Violations.

(d) No action or decision with regard to the complaint shall be made except in a meeting which is open to the public.

(e) The city council may appoint outside legal counsel, or may direct the city attorney to appoint outside legal counsel, or the city attorney in the city attorney's discretion, may appoint outside legal counsel, to perform any of the duties and responsibilities of the city attorney under this article and at any time in the investigative process.

(f) A complaint or allegation of a violation of this article may only be made against an official while such person holds such position or office. A complaint made against an official pursuant to this section shall be processed and resolved even if such person resigns from, or ceases to hold such position or office, prior to resolution of the complaint.

Sec. 2-216. Violations.

(a) Any person violating any standard contained in section 2-213 shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed $500.00. Each day of violation shall constitute a separate offense.

(b) Penalties for violations of conduct described in section 2-214 are as set forth in the applicable statutory provision.

Sec. 2-217. City Council Censure.

(a) Policy: The City Council places value on the characteristics of honesty, integrity, confidentiality, respect, and transparency. In furtherance of these leadership qualities and public accountability, the City Council adopts a censure policy to allow for Council disapproval or criticism of any of its members for actions unbecoming of their position.

(b) Grounds: Council members may be subject to censure if they engage in the following:

(1) conduct found to impugn the character of a member of the public, another Council member, or staff member;

(2) conduct found to violate the Charter, these Rules, state and local conflicts disclosure

laws, and council confidentiality including, but not limited to, the release of confidential information to unauthorized parties without approval of the City Council; or

(3) conduct found to cause embarrassment or damage to the reputation of the City.

(c) Procedure: The following procedural rules shall apply to a censure request:
Any three (3) Members of the City Council, including the Mayor, may place a censure request on a regular meeting agenda. The request shall be in writing and shall be filed with the City Secretary no later than noon on the Monday the week before the regular meeting at which it is requested for consideration.

(1) All Council members shall be provided a copy a censure request on the same day the request is filed with the City Secretary.

(2) A censure request shall include the name(s) of the alleged offending Council member(s) with a statement of the reasons for the censure.

(3) All discussion shall be conducted in open session.

(4) The alleged offending Council member(s) shall be provided an opportunity to respond to the allegations and present evidence in their defense except that City Council may proceed with the censure request in the absence of the alleged offending Council member(s); and

(5) A two-thirds (2/3) vote of the City Council members present, excluding the Council member that is the subject of the Censure Request, shall be required to approve a censure request.

(d) Consequences: If sustained, a censure request shall serve as an official public statement of disapproval or criticism of a Council member(s) conduct subject to the following actions:

(1) Minutes of the City Council's censure action shall be entered into the public record;

(2) The official minutes shall be posted on the Council member(s) Public Disclosure Page; and

(3) The censured Council member(s) may be removed from committee assignments within the city or with intergovernmental agencies.

Sec. 2-218. Use of City Computers/Tablets.

The City shall make computers and/or electronic tablets ("Device") available to Council to be used for City business and City related purposes. Personal use of a City-owned Device is discouraged and should be limited to intended City related uses of the Device. The following rules shall apply to Council members using a City issued Device:

(a) The Device shall contain all associated hardware and software. Council members shall not install hardware or software on a Device without prior approval of the City's Information Technology Department.

(b) The Device will be equipped to allow internet access and e-mail capabilities; however, Council members shall refrain from using such features to communicate with other Council members during Council meetings.

(c) Council members shall have use of the Device during the member's term of office, and such right shall terminate at the same time the member's term of office ends, at which time the Device and all associated equipment shall be returned to the City.

(d) Council members shall be responsible for maintaining the Device in good condition, and to reasonably protect it from theft, loss or damage.

(e) Council Members may not use a Device in connection with election or re election efforts or campaigning, either for the member or any candidate for public office.

(f) Council members shall not use the Device for any commercial or financial gain, and shall not use the Device to access, store or download inappropriate or obscene material.

(g) Council should recognize that most information contained on a Device is subject to the Texas Public information Act or other means of discovery and that all public information shall be preserved in accordance with state law.

(h) Council members shall not use the Device in a manner that would violate the terms of the

Texas Open Meetings Act or Public Information Act.

Sec. 2-219. Council Approval of Individual Council Member Non-Routine Requests for Information or Investigations by City Staff.

Any Council members' request to the City Manager for the Manager or City staff to create reports or other information, other than routine requests (i.e., requests for existing information or new research that can be answered under 30 minutes), shall be added to a Council meeting agenda in the manner prescribed under section 6 of these Rules, considered under the New Business portion of the meeting, and thereafter considered for authorization to proceed by a majority of the Council.

Sec. 2-220. New Orientation & Continuing Education for Members of the City Council.

(a) Each new Council member shall, upon taking the oath of office, be provided various forms of vital information which shall include, but not be limited to, the following:

(1) City Charter

(2) Comprehensive Plan

(3) Current Budget

(4) Annual Comprehensive Financial Report for the last Fiscal Year

(5) Council rules

(6) Public Information Act and Open Meetings Act Training

(7) Conflicts of Interest Training

Each new member of Council shall be offered an opportunity by the City Manager to tour various City facilities (i.e., City Hall, Police/Fire stations, Park facilities, Public Works facilities, etc.).

(b) Each Council member shall attend annually at least:

(1) Two (2) board meetings of City boards of which they are not members; and

(2) Two (2) training or continuing education seminars.

Sec. 2-221. Acknowledgment.

All City Council members, Boards and Commissions are required to acknowledge receipt and understand this Ethics, Rules and Order of Business Policy by signing the acknowledgment form. By doing

so, they commit to upholding its standards of conduct throughout their term in office.

Secs. 2-222—2-238. Reserved.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other 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 4. Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in any sum not more than Five Hundred Dollars ($500.00).

~~**ORDINANCE NO. 93-06**~~

Chapter VII Social Media & Online Conduct

7.1 Purpose:

The City of Tomball recognizes that social media and online platforms are important tools for civic engagement, community outreach, and public communication. At the same time, the digital presence of City board, commission, and committee members carries the same public trust obligations as conduct in official meetings and proceedings.

This chapter establishes standards for appropriate online conduct for all members of City of Tomball Boards, Commissions, and Committees — including advisory boards, decision-making commissions, separate legal entities, and non-profit corporation boards — as well as City staff and elected officials acting in an official or quasi-official capacity.

The purpose of this policy is to:

- Protect the integrity and credibility of City boards, commissions, and committees;
- Ensure consistent, accurate communication with the public;
- Prevent misunderstandings or violations of the Texas Open Meetings Act through online interactions;
- Maintain public trust in the City's governance processes; and
- Provide clear guidance for responsible communication in a digital environment.

This chapter does not restrict a member's personal freedom of expression, but provides guidelines for responsible communication when acting in an official or perceived official capacity.

7.2 Scope:

Formatted: Left, Indent: Left: 0"
Formatted: Font: (Default) Times New Roman
Formatted: Font: 12 pt

This chapter applies to all members of City of Tomball Boards, Commissions, Committees, and separate legal entities (collectively, "members") whenever they:

- Post, comment, share, or interact online in a manner related to City business, City projects, or their role as a member;
- Engage in online discussions that could reasonably be interpreted as representing the City, a board, a commission, or a committee;
- Are reasonably perceived by the public as speaking in their official capacity as a City-appointed member; or
- Use City resources, equipment, or official channels to communicate online.

This chapter applies across all social media platforms and online channels, including but not limited to Facebook, X (formerly Twitter), Instagram, LinkedIn, Nextdoor, YouTube, online comment sections, email listservs, and private online group messaging platforms.

7.3 Official Representation Online:

7.3.1 No Unauthorized Representation;

Members shall not speak on behalf of any City board, commission, or committee, or on behalf of the City of Tomball, unless formally authorized to do so by the City Council, City Manager, or the presiding officer of their board. Members shall not imply that personal views or opinions are official positions of any board, commission, committee, or the City.

7.3.2 Clarifying Personal Opinions;

When a member posts online about matters related to their board or committee work, or about City business generally, the member should clearly and prominently indicate that the views expressed are personal and do not represent the position of the board, commission, committee, or the City. A simple clarifying statement such as *"My personal view — not an official position of the [Board/Commission/Committee]"* is recommended.

7.3.3 Use of Official Communication Channels;

All official information, updates, and public announcements relating to the work of any City board, commission, or committee shall be issued through authorized City of Tomball communication channels, including the City's official website (www.tomballtx.gov), official social media accounts, and City staff communications. Members should direct the public to these official channels for authoritative information.

7.4 Prohibited Online Conduct;

Members shall not engage in any of the following online conduct:

7.4.1 Conducting Board Business Online;

Members shall not deliberate, debate, vote, or attempt to influence a board decision through social media or any other online platform. This prohibition includes direct messages, private group chats, comment threads, and any other electronic forum where a quorum of members could be participating. Such interactions may constitute an unlawful meeting under the Texas Open Meetings Act. See also Section 7.5 below.

7.4.2 Creating Unauthorized Pages or Groups;

Members shall not create or manage unofficial social media accounts, pages, groups, or online forums that purport to represent any City board, commission, committee, or City project, or that could be reasonably mistaken for an official City communication channel.

7.4.3 Sharing Non-Public or Confidential Information;

Formatted: Font: (Default) Times New Roman, 12
Formatted: Font: 12 pt
Formatted: Font: (Default) Times New Roman, 12
Formatted: Left, Indent: Left: 0"
Formatted: Font: 12 pt
Formatted: Font: (Default) Times New Roman, 12
Formatted: Font: 12 pt
Formatted: Left, Indent: Left: 0"
Formatted: Font: (Default) Times New Roman
Formatted: Left, Indent: Left: 0"
Formatted: Font: 12 pt
Formatted: Font: (Default) Times New Roman, 12
Formatted: Left, Indent: Left: 0"
Formatted: Font: 12 pt
Formatted: Font: (Default) Times New Roman, 12
Formatted: Left, Indent: Left: 0"
Formatted: Font: 12 pt
Formatted: Font: (Default) Times New Roman, 12
Formatted: Left, Indent: Left: 0"
Formatted: Font: 12 pt

Members shall not post, share, or disseminate draft documents, internal working materials, confidential deliberations, attorney-client privileged communications, or any other information that has not been officially released to the public. This obligation continues after a member's service ends with respect to information received during service.

7.4.4 Misrepresenting Board or Committee Work:

Members shall not post misleading, incomplete, or inaccurate representations of the discussions, deliberations, or decisions of any City board, commission, or committee. Members shall not present preliminary ideas, staff recommendations, or informal discussions as final outcomes or official decisions.

7.4.5 Engaging in Disrespectful or Harmful Conduct:

Members shall not post discriminatory, inflammatory, harassing, or harmful content related to their service on any City board, commission, or committee. Members shall avoid personal attacks, online arguments, or any conduct that would reflect negatively on the integrity of the City or its advisory bodies. This standard is consistent with the Code of Ethics set forth in Chapter VI of this Handbook.

7.4.6 Using City Resources for Unauthorized Communications:

Members shall not use City equipment, systems, email accounts, or other City resources to post personal social media content or to conduct unauthorized communications related to City business.

7.5 Relationship to the Texas Open Meetings Act:

The Texas Open Meetings Act (Government Code Chapter 551) requires that all deliberations of a governmental body be conducted in open, properly noticed public meetings. Online and electronic communications between members can implicate this requirement in the following ways:

- A series of direct messages, emails, or posts in which a quorum of members discuss, deliberate, or exchange views on matters within the board's jurisdiction may constitute an unlawful "walking quorum" or serial meeting in violation of the Act.
- Members should avoid any chain of online communications — however informal — that involves a quorum of members and concerns City business.
- If a member receives an electronic communication from another member that appears to constitute board deliberation, the member should decline to respond substantively and should notify City staff or the City Attorney.

Members are encouraged to review their Open Meetings Act training (see Chapter II) with the specific awareness of how digital and electronic communications may trigger these requirements.

Formatted: Font: (Default) Times New Roman, 12
Formatted: Left, Indent: Left: 0"
Formatted: Font: 12 pt
Formatted: Font: (Default) Times New Roman, 12
Formatted: Left, Indent: Left: 0"
Formatted: Font: 12 pt
Formatted: Font: (Default) Times New Roman, 12
Formatted: Left, Indent: Left: 0"
Formatted: Font: 12 pt
Formatted: Font: (Default) Times New Roman
Formatted: Left, Indent: Left: 0"
Formatted: Font: 12 pt

7.6 Guidelines for Appropriate Online Engagement:

When engaging online about matters related to their service, members are encouraged to:

- Maintain a factual, respectful, and professional tone consistent with the standards of public service;
- Encourage the public to participate in City business through official engagement opportunities, such as public meetings, public comment periods, and the City's official website;
- Direct public inquiries to City staff, the City Secretary's Office, or official City communication channels;
- Pause before posting to consider whether the post could be perceived as an official position, could undermine public confidence in the board or the City, or could constitute deliberation under the Texas Open Meetings Act; and
- When in doubt, consult with the assigned City staff liaison or the City Attorney before posting.

7.7 Public Information & Media Inquiries:

Formatted: Font: (Default) Times New Roman

Formatted: Left, Indent: Left: 0"

Formatted: Font: 12 pt

Members should be aware of the following:

- Social media content posted in a member's official capacity, or content that relates to City business, may constitute a public record subject to disclosure under the Texas Public Information Act (Government Code Chapter 552).
- Members should refer media inquiries and detailed questions about City projects or board decisions to City staff or the City Manager's Office.
- Members shall not make commitments, assurances, or representations online about project timelines, decisions, funding, or other matters that have not been officially approved or announced.
- The preservation of public records, including electronic records, is governed by the Texas State Library and Archives Commission retention schedules. Members should consult City staff if they have questions about records obligations.

7.8 Compliance and Consequences:

Formatted: Font: (Default) Times New Roman

Formatted: Left, Indent: Left: 0"

Formatted: Font: 12 pt

Members are expected to read and comply with this chapter as a condition of service. Members understand that:

- Violations of this chapter may result in corrective action, up to and including removal from the board, commission, or committee by the City Council, as allowed by state law;

- Violations that constitute an offense under the Texas Open Meetings Act, the Texas Public Information Act, or other applicable law may subject a member to the legal penalties set forth in those statutes and in Chapter VI of this Handbook; and
- This chapter supplements — and does not supersede — applicable state and federal law, the City's Code of Ethics (Chapter VI), and any board- or project-specific policies adopted by the City Council or the relevant governing body.

Members shall sign the Social Media & Online Conduct Acknowledgment set forth in **Appendix E** prior to their first meeting.

APPENDIX A

****

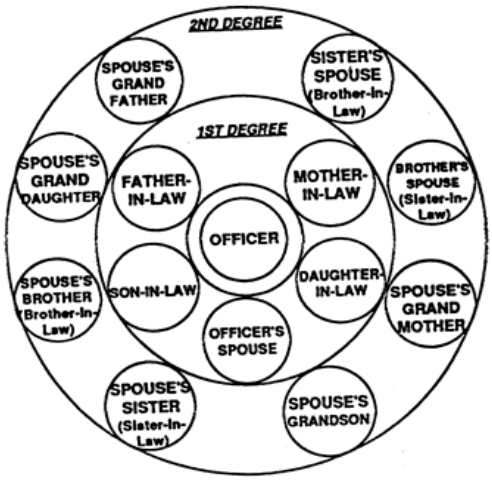
DEFINITIONS

Affinity	means a relation by marriage
Business entity	means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law.
"Board" or "Body"	means any board, commission, agency or committee of the City created by the passage of a City Ordinance or Resolution with decision or advisory making authority designated as a board, commission, agency or committee by the City Council.
City	Means the City of Tomball
City Council	means the City Council of the City of Tomball.
Closed meeting	means a meeting closed to the public that complies with specific state statutes.
Consanguinity Degree	means a relation or connection by blood. relating to consanguinity and affinity. First degree of consanguinity means parents, children and siblings First degree of affinity means spouse, in laws/parents, children and siblings Second degree means grandparents, grandchildren, aunts, uncles, nephews, nieces and first cousins
Deliberation	means a verbal exchange during a meeting between a quorum of a governmental body, or between a quorum of a governmental body and another person, concerning an issue within the jurisdiction of the governmental body or any public business.
Employee	means a person who is employed by the City
Ex officio	means by virtue or because of an office
Governmental	means a board or commission that has rule-making, quasi-judicial, or advisory power and that is classified as a department, agency or political subdivision of a county or municipality
Governing body	"He," "his" or "him" means the Tomball City Council and every

	Board, Commission, or Committee that exercises decision-making authority on behalf of the City and shall include the female gender as well as the masculine.
Incidental Interest	means an interest in a person, entity or property which is not a substantial interest and which has insignificant value or which would be affected only in a de minimis fashion by a decision
Judicial	the power to judge, to administer justice and interpret laws and ordinances.
Meeting	means a deliberation between a quorum of a governmental body, or between a quorum of a governmental body and another person, during which public business or public policy over which the governmental body has supervision or control is discussed or considered or during which the governmental body takes formal action. The term does not include the gathering of a quorum of a governmental body at a social function unrelated to the public business.
Member	means a member of a board
Person	means any individual, firm, trust, corporation, partnership or any other legal entity
Quorum	means the prescribed number of members of any body that must be present to legally transact business.
Remote Interest	means an interest of a person or entity, including an Officer or Member who would be affected in the same way as the general public. The interest of a council member in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar decisions is incidental to the extent that the council member would be affected in common with the general public.
Substantial Interest in a business entity or real property	means an individual, firm, trust, corporation, partnership or any other legal entity: 1) with respect to a business entity, the interest is ownership of ten percent (10%) or more of the voting stock or shares of the business entity or ownership of either ten percent (10%) or more or Fifteen Thousand Dollars ($15,000) or more of the fair market value of the business entity. 2) with respect to a business entity, funds received by the person from the business entity exceed ten percent (10%) of the officer or member's gross income for the previous year. 3) with respect to real property, equitable or legal ownership with a fair market value of Two Thousand Five Hundred Dollars ($2,00) or more or, as established from time to time in Section 171.002, Texas Local Government Code

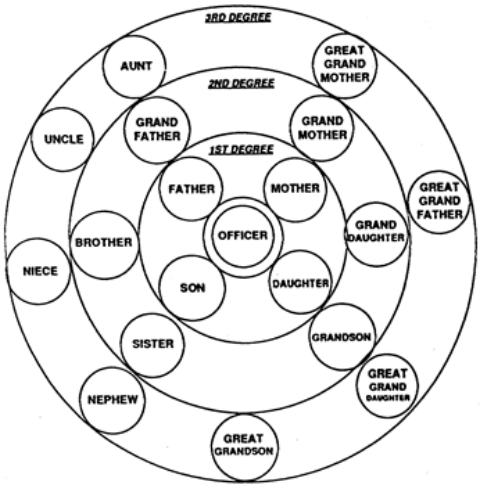
APPENDIX B

CHART OF KINSHIP



Affinity Kinship Chart

The chart to the left shows: *Affinity Kinship (relationship by marriage)



Consanguinity Kinship Chart
(Blood)

The chart to the right shows: *Consanguinity Kinship (relationship by blood) for purposes on interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021-.025.

APPENDIX C
ROBERT'S RULES OF ORDER RELATING TO MOTIONS

MOTION	DEBATABLE	DEBATE CONFINED TO PENDING QUESTION	CAN BE AMENDED	CAN RECONSIDER	REQUIRES MAJORITY VOTE	MUST BE SECONDED	OUT OF ORDER WHEN ANOTHERHAS THE FLOOR
Adjourn	No	Yes	No	No	Yes	Yes	Yes
Adopt/Accept a Report	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Adopt Constitutions, By-laws, and Rules of Order	Yes	Yes	Yes	1	Yes	Yes	Yes
Adopt Standing Rules	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Amend	2	Yes	Yes	Yes	Yes	Yes	Yes
Amend an Amendment	2	Yes	No	Yes	Yes	Yes	Yes
Amend Constitution, By-laws, and Rules or Order	Yes	Yes	Yes	1	3	Yes	Yes
Amend Standing Rules	Yes	Yes	Yes	Yes	4	Yes	Yes
Appeal (excluding Indecorum)	Yes	Yes	No	Yes	Yes	Yes	No
Debate, to Close, Limit or Extend	No	Yes	Yes	Yes	No	Yes	Yes
Division of Assembly	No	Yes	No	No	Yes	No	No
Division of Question	No	Yes	Yes	No	Yes	5	5
Fix the Time to Adjourn	6	Yes	Yes	Yes	Yes	Yes	Yes
Informal Consideration of Question	Yes	Yes	No	1	Yes	Yes	Yes
Lay on the Table	No	Yes	Yes	No	Yes	Yes	Yes
Main Motion or Question	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Nomination, to Make	Yes	Yes	No	No	Yes	No	Yes
Nominations, to Close	No	Yes	Yes	No	No	Yes	Yes
Nomination, to Re-open	No	Yes	Yes	1	Yes	Yes	Yes
Objection to Consideration of a Question	No	Yes	No	1	7	No	No

MOTION	DEBATABLE	DEBATE CONFINED TO PENDING QUESTION	CAN BE AMENDED	CAN RECONSIDER	REQUIRES MAJORITY VOTE	MUST BE SECONDED	OUT OF ORDER WHEN ANOTHERHAS THE FLOOR
Order, Question of	No	Yes	No	No	Yes	No	No
Order, to Make a Special	Yes	Yes	Yes	Yes	No	Yes	Yes
Orders of the Day, to Call for	No	Yes	No	No	Yes	No	No
Parliamentary Inquire	No	Yes	No	No	Yes	No	No
Postpone Definitely (to Certain Time)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Postpone Indefinitely	Yes	No	No	8	Yes	Yes	Yes
Previous Question	No	Yes	No	9	Yes	Yes	Yes
Privilege, to Raise Question of	No	Yes	No	No	Yes	No	No
Recess, to Take a	6	Yes	Yes	No	Yes	Yes	Yes
Reconsider	2	10	No	No	Yes	Yes	Yes
Substitute (same as Amend)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Suspend the Rules	No	Yes	No	No	No	Yes	Yes
Take from the Table	No	Yes	No	No	Yes	Yes	Yes
Withdraw	No	Yes	No	1	Yes	No	Yes

FOOTNOTES TO TABLE OF ROBERT'S RULES OF ORDER

1. An affirmative vote on this motion cannot be reconsidered.

2. Undebatable when the motion to be amended, reconsidered, or rescinded is undebatable.

3. Constitutions, By-Laws, and Rules of Order before adoption are in every respect main motions and may be amended by majority vote. After adoption they require prior notice and 2/3 vote for amendment.

4. Standing Rules may be amended at any time by a majority vote if previous notice has been given, or by a 2/3 vote without notice.

5. If resolutions or propositions relate to different subjects that are independent of each other, they must be divided on the request of a single member, which may be made when another has the floor. If they relate to the same subject and yet each part can stand alone, they may be divided only on a regular motion and vote.

6. Undebatable if made when another question is before the assembly.

7. The objection can be made only when the question is first introduced, before debate. A 2/3 vote must be opposed to the consideration in order to sustain the objection.

8. Negative vote on this motion cannot be reconsidered.

9. Cannot be reconsidered after a vote has been taken under it.

10. Opens to debate main question when latter is debatable

Appendix D

Acknowledgment of Receipt and Understanding

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

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

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

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

I have also read and understood Chapter VII (Social Media & Online Conduct) and agree to comply with the social media and online conduct standards as a condition of my appointment.

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

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

_____
Signature of Applicant for Appointment

_____
Printed Name of Applicant

_____
Date:

Appendix E Social Media & Online Conduct Acknowledgment

CITY OF TOMBALL
BOARDS, COMMISSIONS, AND COMMITTEES
SOCIAL MEDIA & ONLINE CONDUCT ACKNOWLEDGMENT

I, the undersigned, acknowledge that I have received, read, and understand Chapter VII (Social Media & Online Conduct) of the City of Tomball Boards, Commissions, and Committees Handbook.
I understand and agree to the following:

- I will not use social media or any online platform to deliberate, debate, or attempt to influence decisions of any City board, commission, or committee outside of properly noticed public meetings.
- I will not represent personal views as official positions of any City board, commission, committee, or the City of Tomball without formal authorization.
- I will not post, share, or disseminate non-public, confidential, or privileged information obtained through my service.
- I will not create or manage unauthorized social media accounts, pages, or groups purporting to represent any City board, commission, committee, or City project.
- I will maintain a respectful, factual, and professional tone in all online communications related to my service.
- I understand that social media content related to my official duties may be subject to public records laws under the Texas Public Information Act.
- I understand that violations of this policy may result in corrective action, including removal from my board, commission, or committee by the City Council.
- I will direct media inquiries and public questions about City business to City staff or official City communication channels.

I acknowledge that failure to comply with these standards may result in corrective action and may have legal consequences under applicable state law, including but not limited to the Texas Open Meetings Act (Government Code Chapter 551) and the Texas Public Information Act (Government Code Chapter 552).

_____
Signature of Applicant for Appointment

_____
Printed Name of Applicant

_____
Date:

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TOMBALL LEGACY SQUARE ADVISORY COMMITTEE SOCIAL MEDIA POLICY

I. Purpose

This Social Media Policy provides clear standards for appropriate online conduct by members of the Tomball Legacy Square Advisory Committee (TLSAC). The purpose is to:

- Protect the integrity and credibility of the Committee's work
- Ensure consistent, accurate communication with the public
- Prevent misunderstandings or violations of the Texas Open Meetings Act
- Maintain public trust throughout the redevelopment process

This policy does not restrict a member's freedom of expression but provides guidelines for responsible communication.

II. Scope

This policy applies whenever members:

- Post, comment, or interact online regarding the Tomball Legacy Square project;
- Engage in discussions that could be interpreted as representing the TLSAC, TEDC, or the City;
- Are reasonably perceived as speaking in their capacity as committee members.

III. Official Representation

Committee members agree:

1. No Unauthorized Representation

- Do not speak on behalf of the TLSAC, TEDC, or City unless formally authorized.
- Do not imply that personal views are official positions.

2. Clarifying Personal Opinions

When posting about the project, members should clarify that their views are personal.

3. Use of Official Channels

All official information, updates, and public announcements will be issued by TEDC staff through authorized communication channels.

IV. Prohibited Social Media Conduct

Committee members agree **not** to:

1. Conduct Committee Business Online

- Do not deliberate, debate, or attempt to influence decisions via social media.
- Avoid interactions that could constitute a "quorum," which may violate the Texas Open Meetings Act.

2. Create Unauthorized Pages or Groups

- Do not create or manage unofficial social media accounts, pages, or groups representing the TLSAC or the Legacy Square project.

3. Share Non-Public Information

- Do not post draft materials, internal documents, or confidential information.

4. Misrepresent Committee Work

- Do not post misleading or incomplete representations of discussions or decisions.
- Avoid presenting preliminary ideas as final outcomes.

5. Engage in Disrespectful Conduct

- Do not post discriminatory, inflammatory, or harmful content.
- Avoid personal attacks or online arguments related to committee work.

V. Guidelines for Appropriate Online Engagement

When engaging online about the project, members should strive to:

- Maintain a factual, respectful tone
- Encourage the public to participate through official engagement opportunities
- Direct inquiries to TEDC staff or official channels
- Consider whether a post could undermine public confidence before posting

---

VI. Public Information & Media Inquiries

Committee members agree to:

- Refer media and detailed questions to TEDC staff
- Avoid making commitments or assurances online about project decisions
- Understand that social media content may be subject to public records laws

---

VII. Compliance and Consequences

Members understand that:

- Violations of this policy may result in corrective action, including removal from the Committee
- This policy supports transparency and legal compliance; it does not supersede state or federal law

---

VIII. Acknowledgment and Certification

I acknowledge that I have received, read, and understand the Tomball Legacy Square Advisory Committee Social Media Policy. I agree to comply with the provisions contained herein and understand that failure to do so may result in corrective action, including removal from the Committee.

Name (Print): _____

Signature: _____

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:

Presentation of Proclamations

- Passing of Charlie Fogarty

Background:

Origination: Mayor

Recommendation:

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:

Workshop Discussion Only – Presentation and Discussion with Harris County Precinct 3 regarding future improvements and partnership.

Background:
Representatives from Harris County Precinct 3 will provide an update and participate in a discussion regarding current and future plans for the following projects and facilities within the Tomball area:

- Proposed improvements for Broussard Community Park.
- Development plans and partnership considerations for a future Harris County Community Center serving the Tomball area.
- Update on the Zion Road and East Hufsmith Road intersection, including previously discussed intersection enhancements and traffic control improvements.

The presentation will provide City Council an opportunity to receive information, discuss project coordination efforts, and provide feedback regarding community priorities.

Origination: Project Management

Recommendation: Presentation and discussion only; no action required.

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 20, 2026

Topic:

Upcoming events:

- August 7, 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
- August 13, 2026 – Kaffeeklatsch (IT Director, Ben Lato) from 8:30 – 10:00 a.m. at Tomball Community Center

Background:

Origination: Marketing Department

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed: _____ **Approved by:** _____

Staff Member Date City Manager Date

Regular City Council
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:

Approve, on Second 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

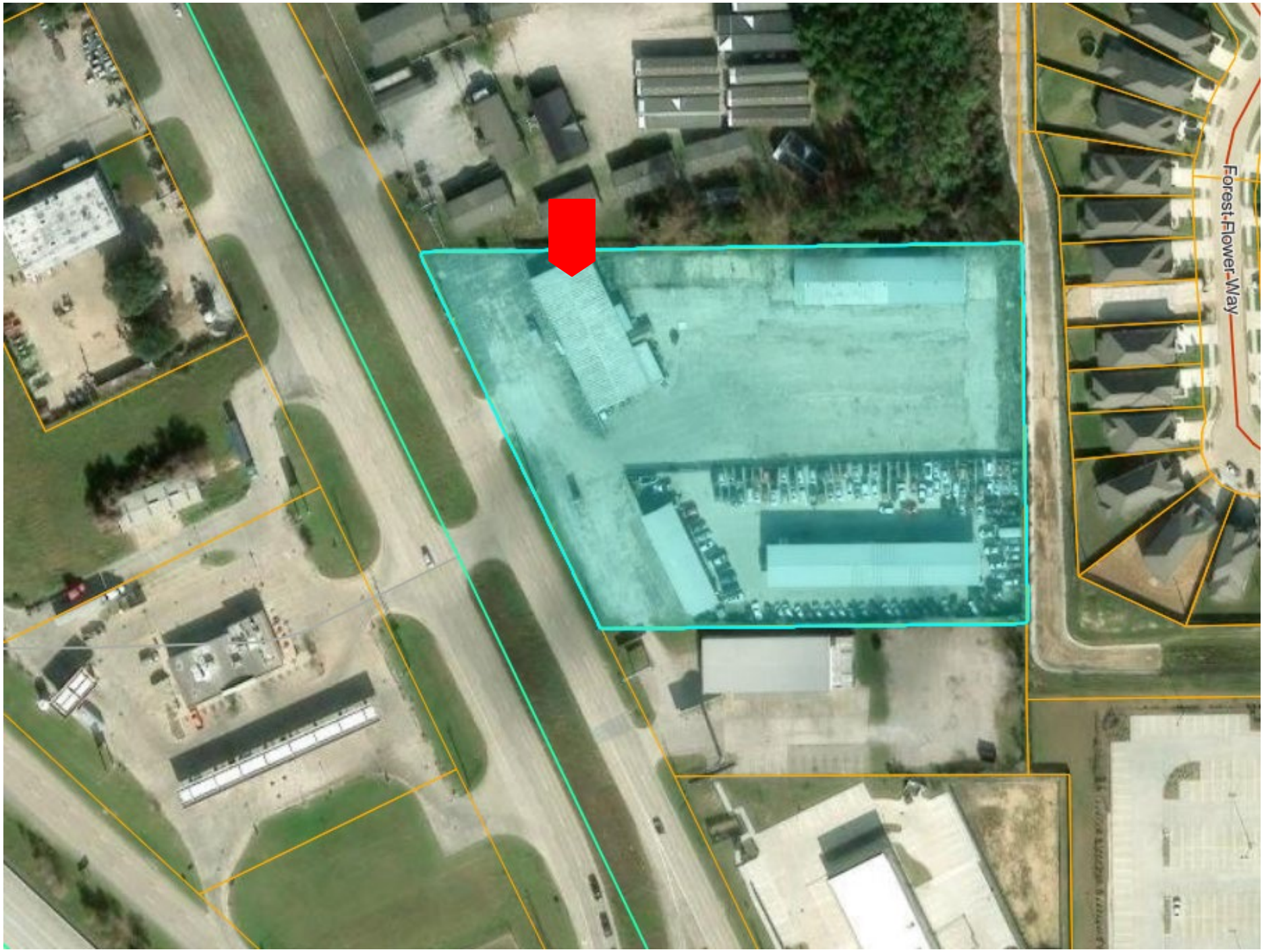
the TEDC Board and Tomball City Council. Applicants proceed at their own risk until those approvals are secured.

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

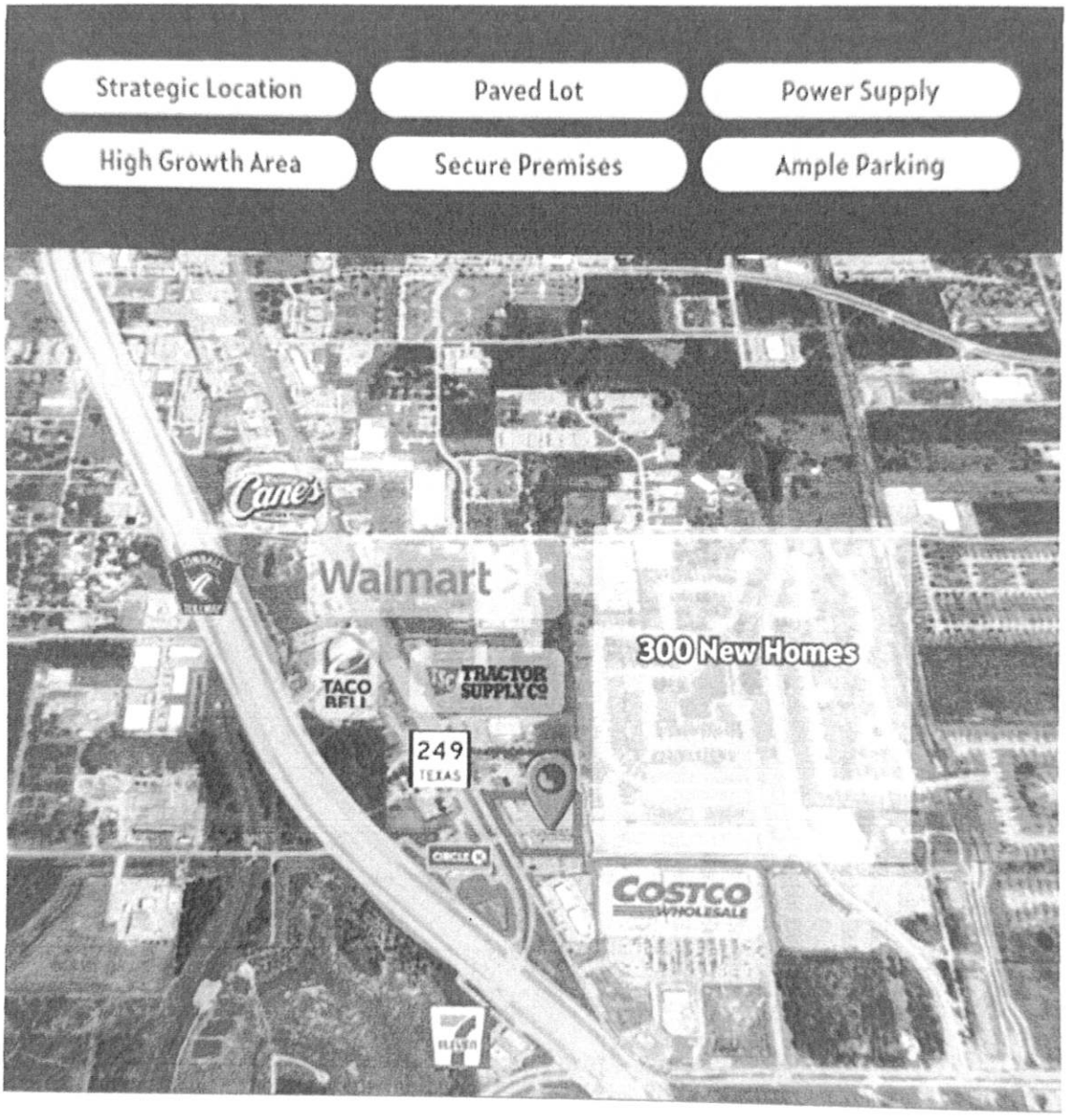
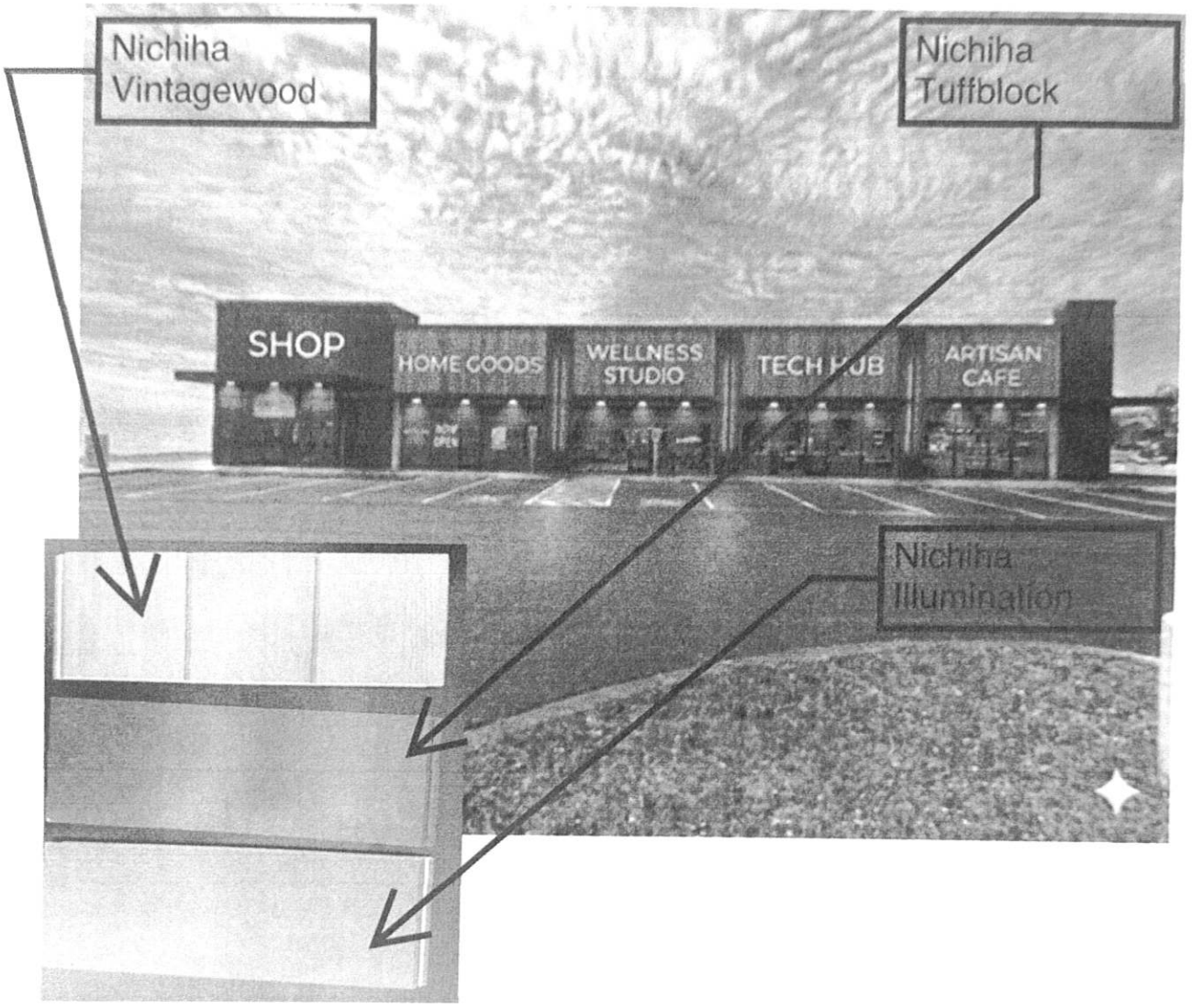
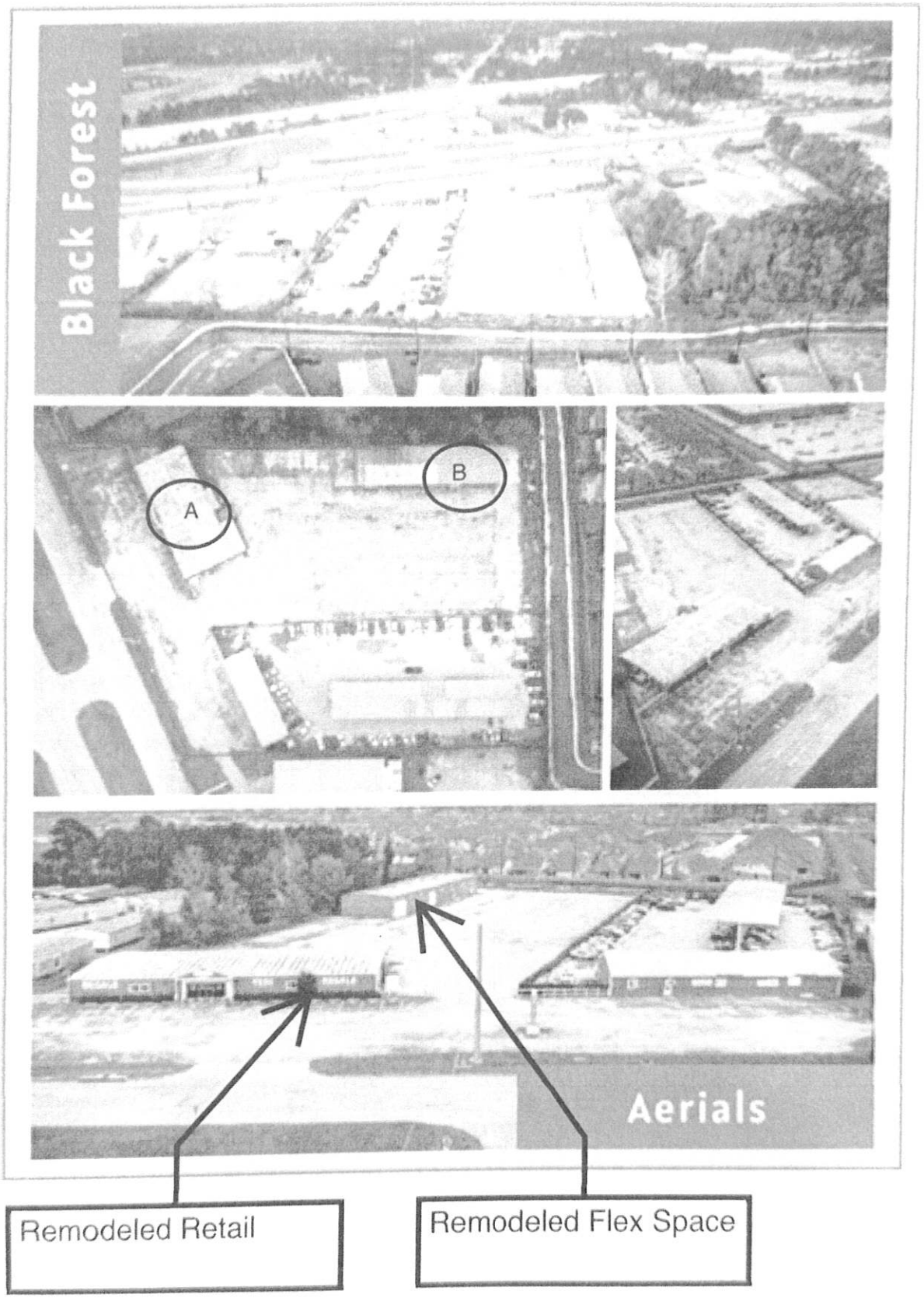


Exhibit C (Continued) w/ detailed improvements



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 20, 2026

Topic:

Approve, on Second 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 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. 2026-31-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

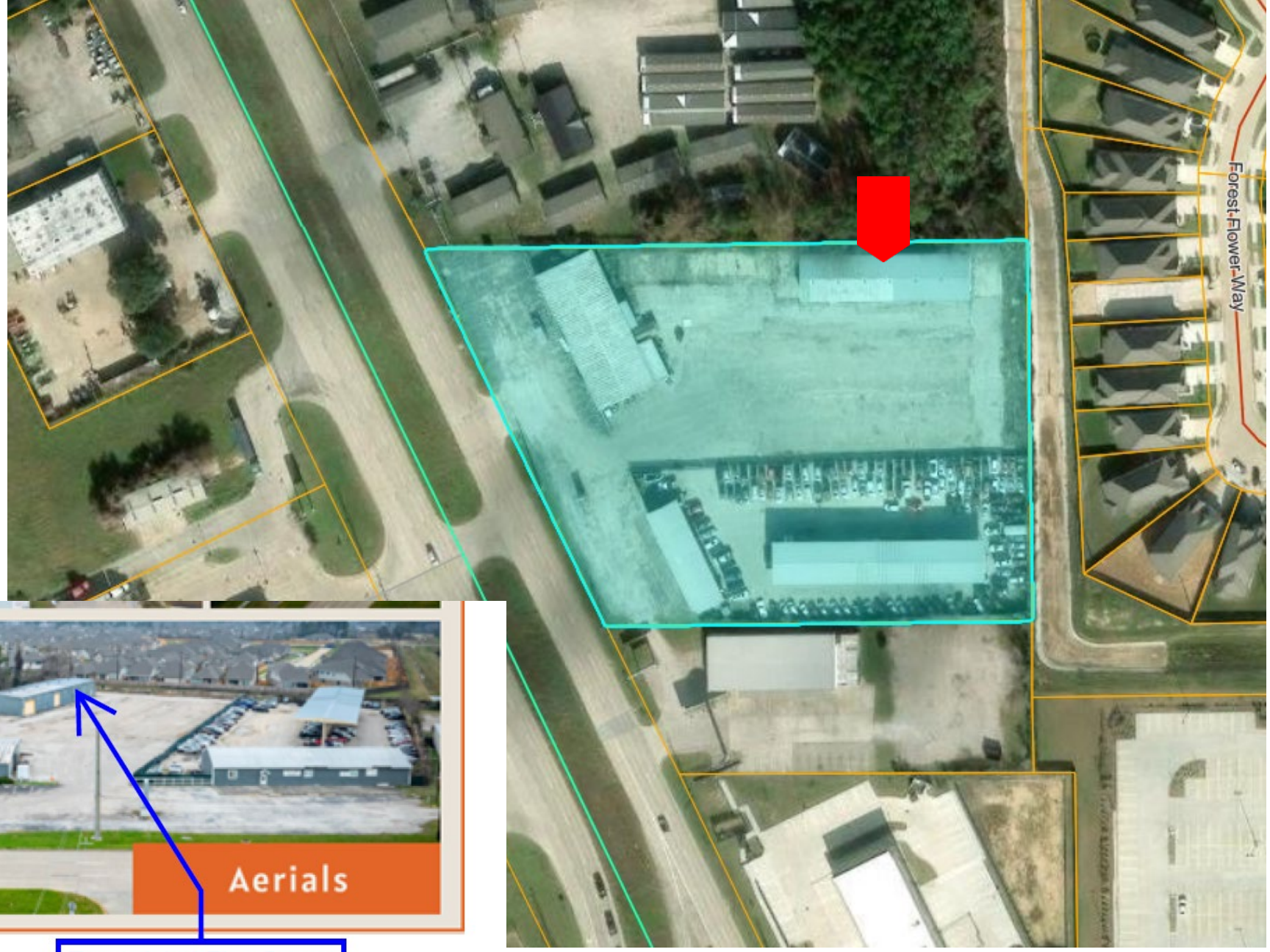
the TEDC Board and Tomball City Council. Applicants proceed at their own risk until those approvals are secured.

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

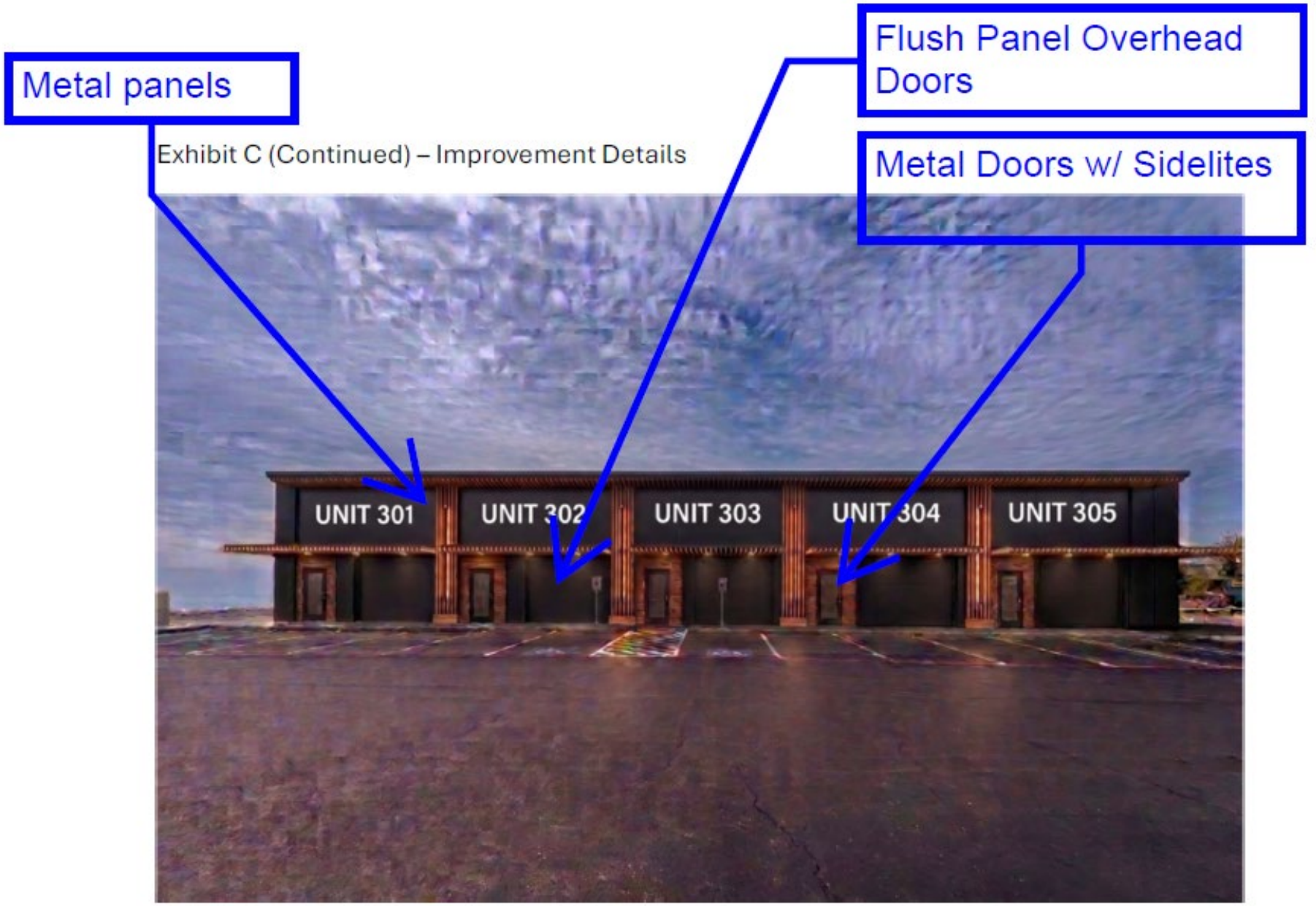

Forest-Flower-Way

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.

Juan Guillermo Hurtado
My Commission Expires
10/29/2029
Notary ID 135537449

MAY 2 1 2026

Exhibit A

Legal description of subject property

LT 1 BLK 1 CROSSBAR / HCAD Account #: 1423830010001

Exhibit B

Vicinity Map of Subject Property

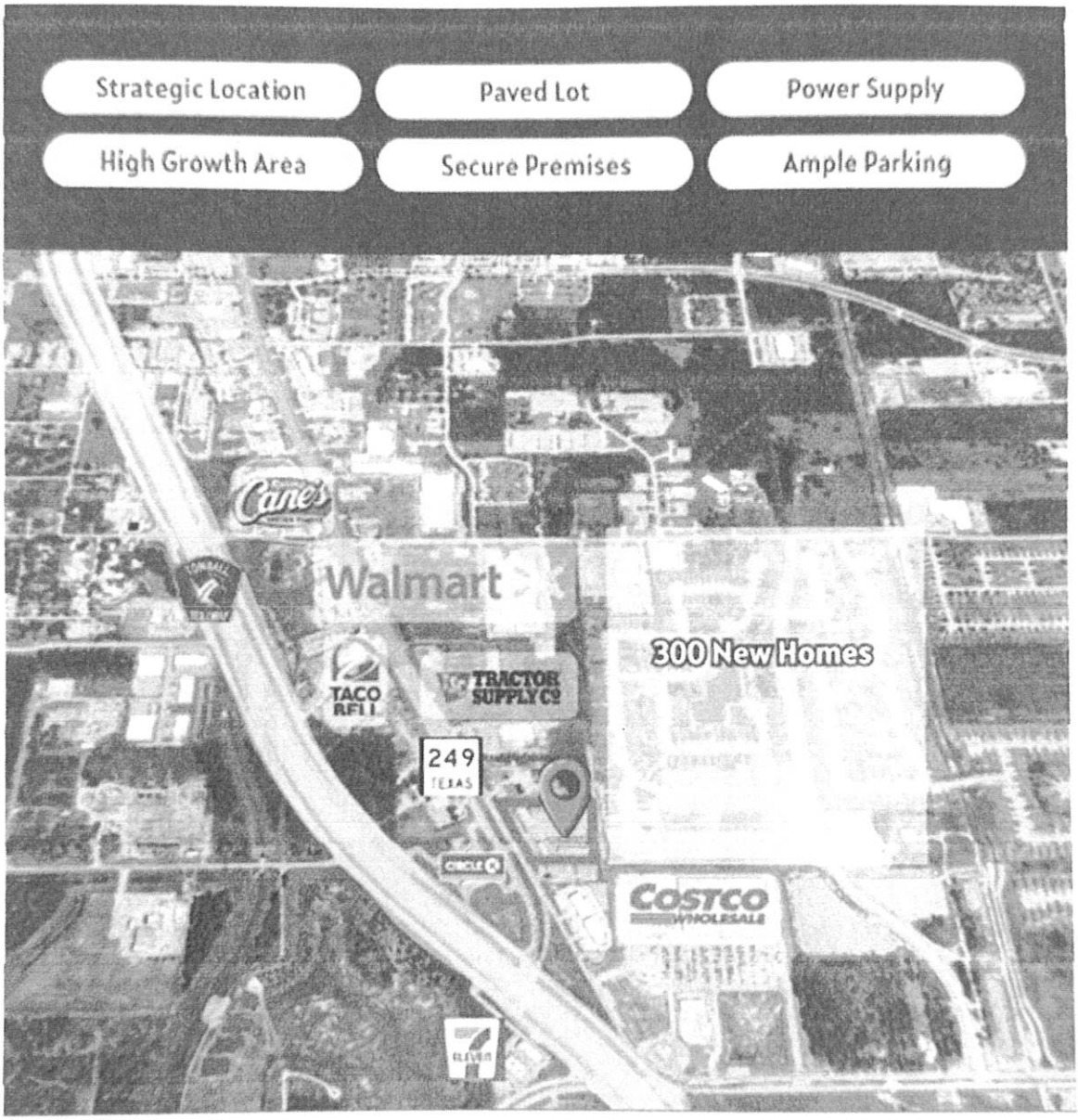
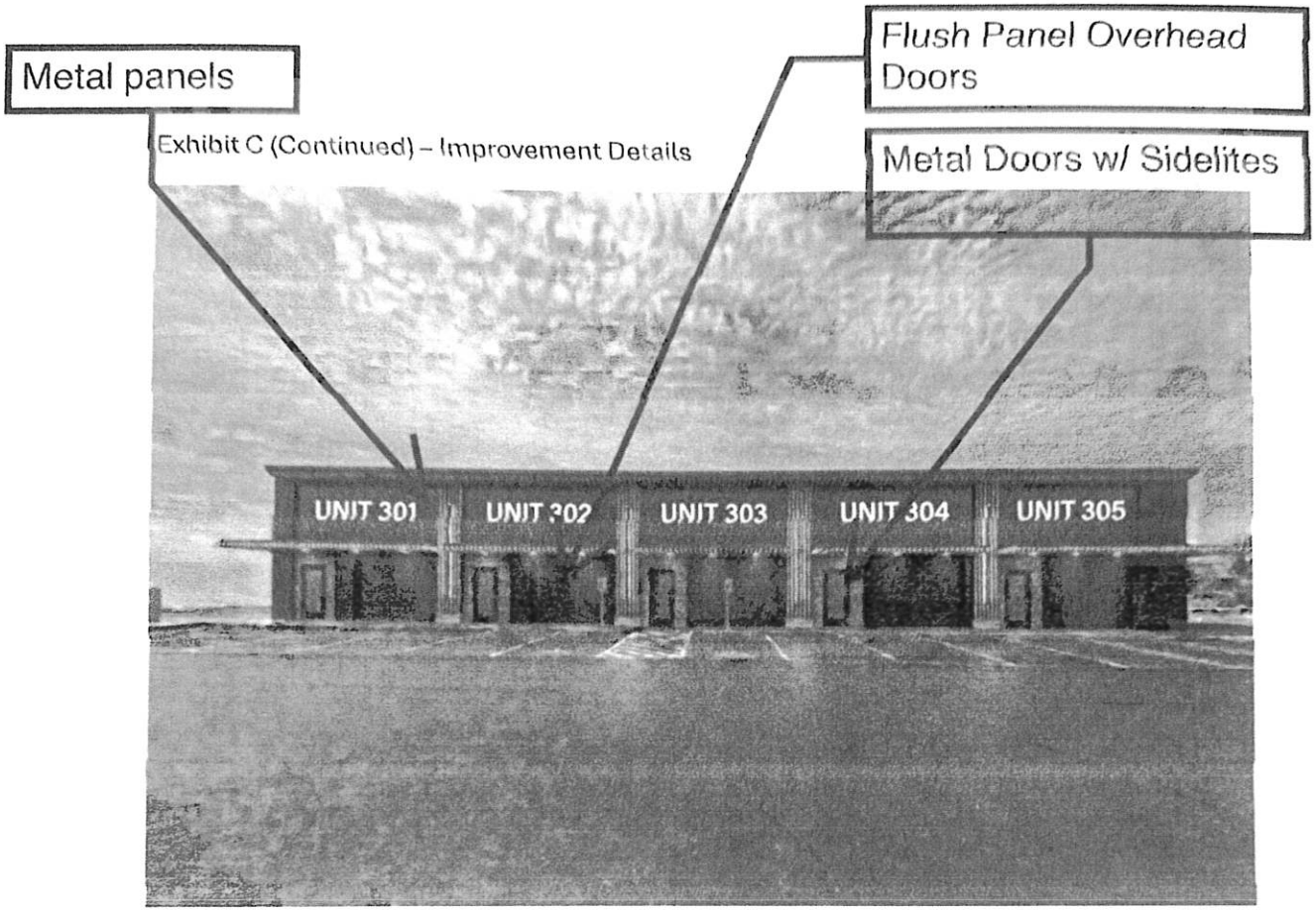
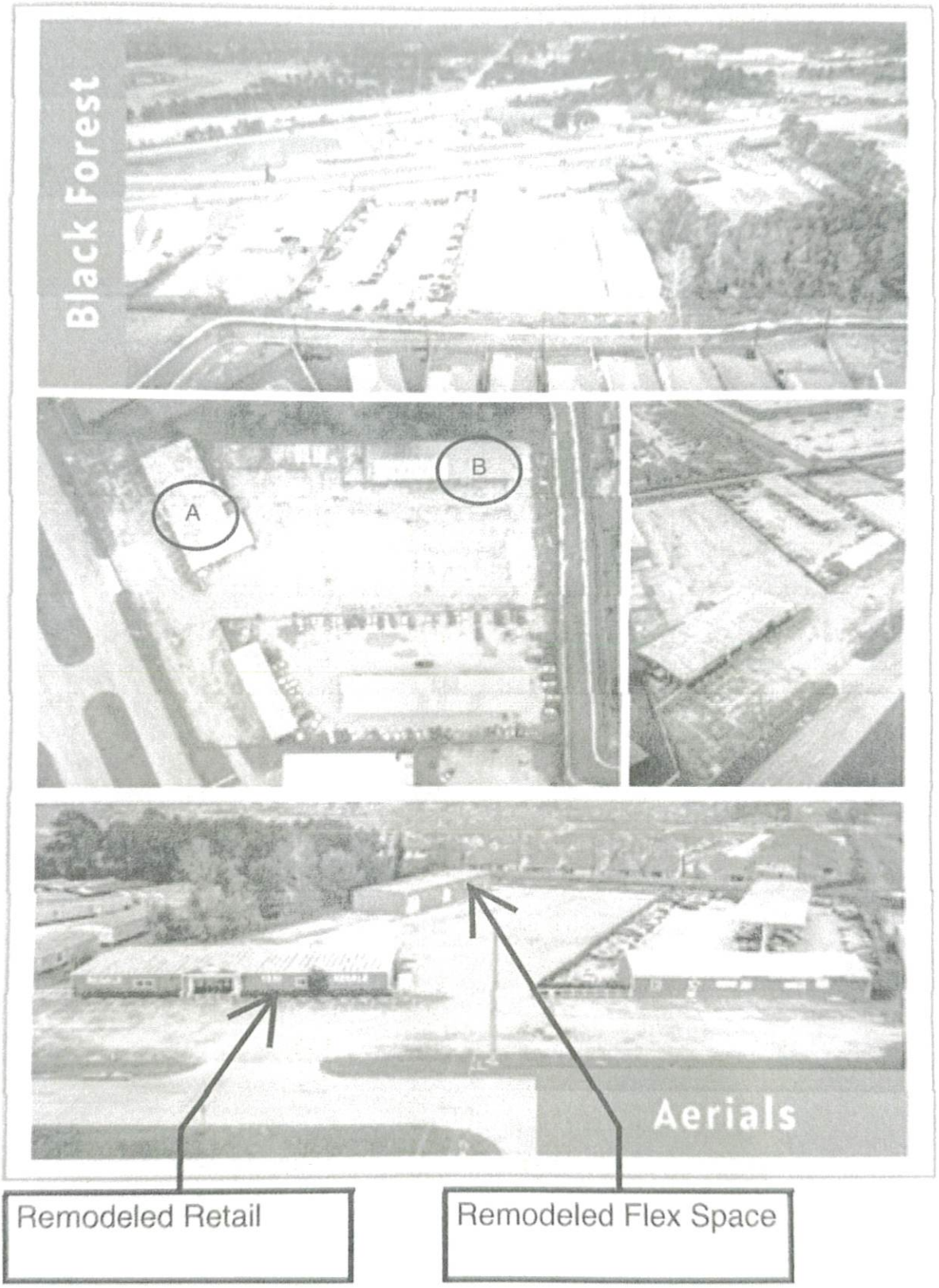


Exhibit C (Continued) – Improvement Details




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 20, 2026

Topic:

Approve Minutes of July 6, 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 CITY COUNCIL WORKSHOP/
REGULAR AGENDA
CITY OF TOMBALL, TEXAS

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

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for July 06, 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
City Attorney – Joseph Hayes
City Secretary - Thomas Harris
Assistant City Secretary - Shannon Bennett
Building Official – Jeremy Griffin
Police Chief – Jeffery Bert
Fire Chief – Joe Sykora
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
Director of Human Resources – Kristie Lewis
Director of Marketing & Tourism - Chrislord Templonuevo
Director of I.T. – Ben Lato
Special Project Director - Luisa Taylor
Project Manager – Meagan Mageo
Erin O'Neill - 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.]*

- Owen Howard, Tomball, Texas, introduced himself as an applicant for the Planning and Zoning Commission

C. General Discussion

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

   Andrew McLeod and Kevin Bate with Granicus provide a presentation the Simpleview Platform, Destination Marketing, and Tourism Technology via zoom.

2. Tomball Economic Development Corporation activity update.

   Tiffani Wooten provided the update on the Tomball Economic Development Corporation activities.

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

   Finance Director Bragg Farmer discussed proposed modifications to the City's payment processing methods for utility billing and other City transactions. Following discussion, the consensus of the Council was to establish a $500 limit on credit card 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. There was no Workshop Discussion held– 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.

Mayor Klein Quinn recessed the meeting at 5:57 p.m. and reconvened it at 6:15 p.m.

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

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

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.]

- Jennifer McStravik, Magnolia, Texas announced an invite to the Reading of the Declaration reading at the Depot on July 8, 2026 at 5:00 p.m.

- Amanda Kelly, Tomball, Texas Holiday Heros Dunk Tank Event on July 18th at the Tomball Farmers Market from 9:00 a.m. to 1:00 p.m.

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:

- Council Member Paul Garcia announced that he met with Commissioner Tom Ramsey to discuss the installation of a traffic signal at Zion Road and Hufsmith Road. They also discussed the potential construction of a larger community center.

- Council Member Dane Dunagin reported that he received a call from Michael Dean Pierce advising that the chess tables and chess sets have arrived and will be delivered to the Public Works Department for installation.

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.

   Motion made by Council 2 Garcia, Seconded by Council 4 Covington to approve Old 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 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, 2026, 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.

   Motion made by Council 4 Covington, Seconded by Council 1 Michna 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.

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.

   Motion made by Council 5 Parr, Seconded by Council 4 Covington to adopt Ordinance No. 2026-16.

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

   Motion carried unanimously.

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.

   Motion made by Council 4 Covington, Seconded by Council 2 Garcia to approve Resolution No. 2026-09.

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

Motion carried unanimously.

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.

   Motion made by Council 4 Covington, Seconded Council 5 Parr to approve Resolution No. 2026-30-TEDC.

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

   Motion carried unanimously.

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.

   Motion made by Council 3 Dunagin, Seconded Council 5 Parr to approve Resolution No. 2026-31-TEDC.

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

   Motion carried unanimously.

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.

Motion made by Council 3 Dunagin, Seconded Council 4 Covington to approve the application for and Indoor & Outdoor Special Events Fireworks Display by EC Entertainment.

After discussion, a motion was made by Council 3 Dunagin, Seconded Council 4 Covington to amend the motion.

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

Motion carried unanimously.

Motion made by Council 3 Dunagin, Seconded Council 4 Covington to approve the application for an Outdoor Only Special Events Fireworks Display by EC Entertainment.

Voting Yea: Council 1 Michna, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Voting Nay: Council 2 Garcia

Motion carried 4 to 1.

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

   Motion made by Council 3 Dunagin, Seconded Council 2 Garcia to designate Councilmember Shelley Michna to an advisory committee to review possible options for mobile food truck regulations.

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

   Motion carried unanimously.

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.

   Following discussion, the item was tabled. No action was taken.

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.

- Executive Session Started: 7:40 P.M.

- Executive Session Ended: 8:19 P.M.

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.

Motion made by Council 5 Parr, Seconded Council 3 Dunagin to deny Ordinance No. 2026-19.

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

Motion carried unanimously.

N. Adjournment

Mayor Lori Klein Quinn adjourned the meeting at 8:20 P.M.

PASSED AND APPROVED on this 20th day 2026.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: June 20, 2026

Topic:
Approve Fiscal Year expenditures with Equipment Controls Company, Inc. as a sole source and exclusive authorized distributor of Sensus Gas products for the purchase of gas meters, meter components, and related equipment for an annual amount not to exceed $200,000 authorize the expenditure of funds therefor and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2025-2026 budget.

Background:
The City's natural gas utility system utilizes Sensus Gas meters and associated components as part of its existing metering infrastructure. To maintain system compatibility, operational efficiency, and inventory consistency, replacement meters and components must be compatible with the City's current Sensus metering system.

Equipment Controls Company, Inc. is the exclusive authorized distributor of Sensus Gas products within the region and is the sole source provider for the required gas meters, meter parts, and related components. As such, competitive procurement is not practical because equivalent products would not be compatible with the City's existing infrastructure and Equipment Controls Company, Inc. is the only authorized source for these products.

Approval of this item will authorize the purchase of Sensus Gas meters, replacement parts, and related components from Equipment Controls Company, Inc. throughout Fiscal Year 2026 as needed for utility operations, maintenance, customer service connections, and system expansion activities, in an amount not to exceed $200,000.

Funding for these purchases is available within the approved fiscal year 2026 Gas Utility operating budget, including rollover expenditures from fiscal year 2025. Total expenditures under this authorization shall not exceed $200,000.

Equipment Controls Company, Inc.	
Current FY Spending	$91,603.14
Current Encumbrances Remaining	$37,575.92
Estimated Remaining Purchases	$70,820.94
Total Estimated FY Spending	**$200,000.00**

Origination: Public Works

Recommendation:

Staff recommends approval of fiscal year 2026 expenditure to Equipment Controls Company, Inc. as the sole source exclusive authorized distributor of Sensus Gas products in an amount not to exceed $200,000.

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: X No: _____ If yes, specify Account Number: #600-615-6106

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

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

SENSUS
a xylem brand

April 1, 2025

To Whom It May Concern:

Sensus, USA is pleased to announce that Equipment Controls Company is the exclusive Authorized Distributor of Sensus Gas products for the state of Texas. Please contact Equipment Controls Company for all of your Sensus needs. Purchasing Sensus, USA products from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality gas measurement equipment and support in the near future. Please feel free to contact me at andrea.davis@xyleminc.com regarding this or any other matter.

Sincerely,

Andrea M Davis

Andrea Davis
Sensus, USA
Sr. Director, Sales Enablement

Andrea Davis
Sr. Director, Sales Enablement
637 Davis Drive
Morrisville, NC 27560 USA
T: 919.424.8995
andrea.davis@xyleminc.com
sensus.com

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:

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

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 thirty days (30) 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 THIRD-PARTY CLAIMS FOR DAMAGES ARISING DIRECTLY OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE ACTS, OMISSIONS, NEGLIGENCE, OR MORE CULPABLE CONDUCT OF THE CITY OR ANY THIRD PARTY NOT UNDER COMPANY'S CONTROL.

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 either party is the prevailing party in any such action, that party 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. NON-SOLICITATION OF PERSONNEL. Except where prohibited by law, the City agrees that during the term of this Agreement and for 6 months after its termination, it will not, directly or indirectly, solicit, hire, recruit, or attempt to solicit, hire, or recruit any employee of Company with whom the City had material contact in connection with the work under this Agreement without prior

written consent from an officer of Company.

14. 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

15. 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 10 day of July, 2026.

Marsden South, L.L.C.
Company

Mark Dorenkott
Mark Dorenkott (Jul 10, 2026 07:43:55 EDT)
Signature

Mark Dorenkott
Print Name

President
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. Either party may terminate the Contract for any reason upon thirty (30) days written notice to the other party.

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)

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 Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:

Authorize annual spending exceeding $100,000 to SMJ Equipment for repairs to Shop #23-171, Engine 2, in accordance with the Purchasing and Bidding Policy for Fiscal Year 2025-2026. These purchases are within the Fiscal Year 2025-2026 budget.

Background:

Administrative Policy No. 9 – Purchasing and Bidding Policy requires City Council approval for individual or aggregate vendor purchases exceeding $100,000. The individual spend for vendor, SMJ Equipment will exceed $100,000 for Fiscal Year 2025-2026. To ensure compliance with the Purchasing and Bidding Policy, Staff is requesting approval of the purchases.

SMJ Equipment is the sole source dealer for Alexis Fire Apparatus, the manufacture of Shop #23-171. Repairs to Shop #23-171, from the February 2025 motor vehicle accident, are nearing completion. SMJ Equipment has issued an invoice for $267,893.00, this includes repairs to the apparatus, inspection and transportation of the unit back to Texas from Illinois.

Origination: Fire Department

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)

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

Yes: x No: If yes, specify Account Number: #100-142-6205

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

Signed Joe Sykora 06/29/2026 Approved by

Staff Member Date City Manager Date

INVOICE

To: City of Tomball
Chief Sykora
jsykora@tomballtx.gov
1200 Rudel Rd
Tomball Tx. 77375

Date: June 26, 2026

Job Description	Payment Terms	Due Date
Wreck Repair Estimate for Final Invoice on Alexis Custom Pumper as of 6/26/2026 per the attached break down from Alexis to SMJ Equipment LLC The Texas Dealer	Net upon Acceptance	7/8/2026

Qty	Description	Unit Price	Line Total
1.00	Wreck Repair estimate by Alexis on the City of Tomball Pumper Job # RE858 as of 6/26/2026		$ 267,893.00
	Refer to the attached Estimate Break Down		

Subtotal	$ 267,893.00
Sales Tax	N/A
Total	**$267,893.00**

Make all checks payable to **SMJ Equipment, LLC** Attn: Suzanne Johnson

Thank you for your business!

1409 Spring Creek, Spring, TX 77386 Phone: (832) 713-7651 Email: accounting@smjequipment.com

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:

Approve an amendment to the professional services agreement with GrantWorks for grant administration services related to the U.S. Department of Housing and Urban Development – Community Project Fund (CPF) grant received for construction phase of S. Persimmon and Timkin Street Improvements, for an amendment amount not to exceed 4.21% of the new grant received or $210,000, for a total contract amount not to exceed $504,700, approve the expenditure of funds 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 U.S. Department of Housing and Urban Development – Community Project Fund.

Background:
In accordance with the terms and conditions of the Community Project Fund grant and 2 CFR 200 regulations, staff advertised a Request for Proposal for grant administration services for grant award assistance and management throughout the grant term.

Staff received two (2) 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.

On March 17, 2025, City Council awarded a professional services agreement to GrantWorks for award assistance and management throughout the grant term for the HUD – CPF grant. The agreement included full-grant administration services including environmental, procurement assistance, and administering and managing the grant funds awarded to the City. The total contract was not exceed 4.21%, or $294,700, of the total grant awarded and was to be paid from grant funds.

In May 2026, the City received an additional CPF grant totaling $5,000,000 toward construction phase services for the S. Persimmon & Timkin Street Improvement project. Following conversations with HUD, it has been approved for the City to amend their existing contract with GrantWorks to add the additional grant administration services for the newly received funds.

A breakdown of the grant administration cost is reflected in the table below.

Awarded Project	Grant Amount	Grant Administration Cost
S. Persimmon & Timkin Street Improvements – Design	$3,000,000	$126,300
N. Cherry Street Storm Sewer Improvements – Design	$2,000,000	$84,200
Carrell & Lovett Storm Sewer Improvements – Design	$2,000,000	$84,200
Total Grant Received: $7,000,000		
Total Grant Administration Cost (Design): $294,700 (4.21% of total grant received)		
S. Persimmon & Timkin Street Improvements – Construction	$5,000,000	$210,000
Total Grant Received: $5,000,000		
Total Grant Administration Cost (Construction): $210,000 (4.21% of total grant received)		
Total Contract Cost (with amendment): $504,700		

Origination: Project Management

Recommendation:

Staff recommends approving an amendment to the professional services agreement with GrantWorks for grant administration services related to the U.S. Department of Housing and Urban Development – Community Project Fund grant for an amendment amount not to exceed 4.21% of the new grant received or $210,000, for a total contract amount not to exceed $504,700

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

FUNDING (IF APPLICABLE)

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

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

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

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

GrantWorks

2201 Northland Drive
Austin, TX 78756

Voice (512) 420-0303
Fax (512) 420-0302
Kat.white@grantworks.net

June 25, 2026

City of Tomball
401 Market St.
Tomball, TX 77375

RE: Grant Administration Services Amendment No. 2 for the City of Tomball – Community Project Funding grant B-24-CP-TX-2139, B-24-CP-TX-2140, and B-24-CP-TX-2141

Dear Ms. Mageo,

Considering the additional funding awarded to complete the Persimmon and Timkin project (currently in design phase under grant B-24-CP-TX-2140), we are proposing an amendment to the current Contract for Administration Services to include construction phase services. The Construction phase work will be funded under HUD CPF award B-26-CP-TX-2076.

GrantWorks is also proposing a division of the administrative fees for grants B-24-CP-TX-2139, B-24-CP-TX-2140, and B-24-CP-TX-2141 to be listed per project in order to clearly organize each projects' grant financial record.

Enclosed is an amendment to GrantWorks' administration services agreement to divide the fee by each project, and add construction phase services for the Persimmon and Timkin project.

Upon the City's approval, please sign and return these documents to me. Please contact me directly if you have any further questions on this, or if I may be of further assistance.

Thank you!

Kat White
Senior Project Manager

Amendment No. 2
For GRANT ADMINISTRATION SERVICES
Related to CPF Contract Numbers B-24-CP-TX-2139, B-24-CP-TX-2140, and B-24-CP-TX-2141, and B-26-CP-TX-2076

THIS AMENDMENT, MADE THIS __ OF _____ 2026 BY AND BETWEEN THE CITY OF TOMBALL, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant.

In summary, this amendment is designed to facilitate clear records of each project fee and add construction phase services for the Persimmon and Timkin project to be completed under CPF award B-26-CP-TX-2076.

Description of Amendment

1. **Part I. Fee Division by Grant**

Administrative Services Milestones	Total Fee	Percent	Fee Per Project		
			2139	2140	2141
Application Approval for U.S. Department of Housing & Urban Development	$44,205.00	15%	$14,735.10	$14,734.95	$14,734.95
Environmental Notice to Proceed	$29,470.00	10%	$9,823.40	$9,823.30	$9,823.30
Environmental Review Record Complete – Authority to Use Grant Funds Issued	$73,675.00	25%	$24,558.50	$24,558.25	$24,558.25
Preliminary Design Compliance Review and HUD Document Submission	$44,205.00	15%	$14,735.10	$14,734.95	$14,734.95
Schematic Design Compliance Review and HUD Document Submission	$44,205.00	15%	$14,735.10	$14,734.95	$14,734.95
Final Design Compliance Review and HUD Document Submission	$44,205.00	15%	$14,735.10	$14,734.95	$14,734.95
Closeout Documents Submitted	$14,735.00	5%	$4,911.70	$4,911.65	$4,911.65
ADMINISTRATION SUBTOTAL	**$294,700.00**	**100%**	**$98,234.00**	**$98,233.00**	**$98,233.00**

2. **Part II. Addition of Construction Phase Services for the Persimmon and Timkin project under CPF award B-26-CP-TX-2076**

Grant Administration for B-26-CP-TX-2076

i. Continue all existing grant administration services under this contract for B-26-CP-TX-2076.
ii. Complete Application for project in Disaster Recovery Grant Reporting System (DRGR) for B-26-CP-TX-2076.
iii. Complete Action Plan in DRGR for B-26-CP-TX-2076.

a) Environmental Re-Evaluation Services
    i. Assist detailed scope of services
        a) Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;

b) Prepare, complete and submit HUD required forms for environmental re-evaluation and provide all documentation to support environmental findings;
c) Consult and coordinate with oversight/regulatory agencies to facilitate any additional environmental clearance;
d) Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
e) Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
f) Prepare and submit for publication all public notices needed for re-evaluations including, but not limited to the Notice of Finding of No Significant Impact (FONS!), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
g) Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
h) Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
i) Prepare and submit Monthly Status Report; and
j) Participate in regularly scheduled progress meetings.

Construction Management

i. The provider will assist the subrecipient in submitting/setting up project applications in HU D's system of record.
ii. The provider may compile and collate complete contract/bid packages that meet HUD program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of HU D's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the HU D's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet HUD program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
vi. Reassignment scope alignment (if necessary).

Labor and procurement duties:

i. Provide all Labor Standards Officer (LSO) Services.
ii. Ensure compliance with all relevant labor standards regulations (CPF grant exempt from payroll review)
iii. Ensure compliance with procurement regulations and policies.
iv. Maintain document files to support compliance.

3. **Part III. Compensation for Services for B-26-CP-TX-2076**

For and in consideration of the foregoing, Client agrees to pay Consultant a fixed fee of Two Hundred and Ten Thousand and no/100 Dollars, ($210,000.00) in accordance with the following schedule. The fee schedule shall be based upon identified contract milestones, as follows:

Milestone Description	Budget %	Amount
Project Kick-Off and Startup Package - signatory form; audit certification; labor standards designations; direct deposit form; acquisition report submitted if applicable	15%	$31,500.00
Environmental Notice to Proceed	15%	$31,500.00
Environmental Re-Evaluation Site Coordination Complete	5%	$10,500.00
Re-Evaluation Agency Letters Sent	5%	$10,500.00
Re-Evaluation Submission	5%	$10,500.00
Authority to Use Grant Funds issued	5%	$10,500.00
Bid Advertised	10%	$21,000.00
Construction Notice to Proceed	25%	$52,500.00
25% Construction Complete	2.50%	$5,250.00
75% Construction Complete	2.50%	$5,250.00
Construction Complete, Final Wage Compliance Report issued	5%	$10,500.00
Closeout Packet Submitted and Approved	5%	$10,500.00
TOTAL	**100%**	**210,000**

4. **Part IV. Contract Extension**

In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days of this amendment or the administrative closure date for grant award B-26-CP-TX-2076, as defined by HUD, whichever is later.

All other terms and conditions of the Agreement between the Client and GrantWorks will remain in full force and effect.

City of Tomball
401 Market St.
Tomball, TX 77375

By: _____
City Manager

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

By: _____
Bruce J. Spitzengel, President

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:

Conduct a Public Hearing and Consideration of and Action on the First Reading of Ordinance No. 2026-20. An Ordinance granting the request for annexation of the territory 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.

Background:

The City has received a voluntary petition for full-purpose annexation from the property owners of approximately 0.6614 acres of land located at 15226 FM 2920, within the City of Tomball's Extraterritorial Jurisdiction (ETJ). According to the application, the tract is part of a larger 3.0051-acre parent tract owned by Abigail L. Bailey, Joe E. Evans, and Janae E. Evans, and is contiguous and adjacent to the existing city limits. The petition affirms that all owners consent to annexation and that the land is not appraised for agricultural, wildlife, or timber use.

The owners are requesting annexation in conjunction with anticipated development of the overall tract. The Property Value & Anticipated Development Worksheet indicates that the full 3.015-acre tract is proposed for a 50-unit multifamily residential development, with zoning reclassification to be requested following annexation. The worksheet notes that the property currently contains no existing structures, and that the entire development is planned to occur in the current year. Further the application states that a plat has been or will soon be submitted to the Community Development Department for review.

As required by Chapter 43 of the Texas Local Government Code, the annexation packet includes a Municipal Service Plan, outlining the City's obligation to provide police, fire, solid waste, roadway maintenance, and utility services to the annexed area.

To initiate the formal annexation process, Resolution No. 2026-27 was adopted by City Council on June 15, 2026. The resolution declared the City's intention to annex the 0.6614-acre tract, directs staff to prepare the Municipal Service Plan, and sets a public hearing for July 20, 2026, at 6:00 p.m. in the City Council Chambers. The resolution also authorized publication of the required legal notice and affirms that the annexation will proceed by ordinance following the hearing.

If approved, this action will allow the City to complete the statutory annexation process and subsequently consider zoning and development requests for this property. Annexation is also required before municipal water, wastewater, and gas service can be supplied to the property.

Origination: City Secretary

Recommendation:

Conduct public hearing and action on first reading of Ordinance No. 2026-20.

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. 2026-20

AN ORDINANCE GRANTING THE REQUEST FOR ANNEXATION OF THE TERRITORY 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.

WHEREAS, Abigail L. Bailey, Joe E. Evans, and Janae E. Evans, are the owners (the "Owner") of a certain tract of land being **0.6614** total acres consisting of the following:

> - 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, as more particularly described by metes and bounds in Exhibit "A" attached hereto.

WHEREAS, the Owner has petitioned that the City of Tomball annex the Property into the City of Tomball, attached as Exhibit "A"; and

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

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

WHEREAS, Section 43.0671 of the Texas Local Government Code 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, Texas Local Government Code, at Section 43.0673 requires a municipality to conduct one public hearing prior to the adoption of an ordinance annexing the Property and said public hearing was held on July 20, 2026, at the City of Tomball City Council Chambers located 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;

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

Section 1. 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 general services program and capital improvement program incorporated in **Exhibit A** is hereby adopted as part of the annexation of the Property described in **Exhibits A**.

Section 6. 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 7. Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to 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 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 THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 20th DAY OF JULY 2026.

COUNCILWOMAN 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 [____] DAY OF [_____] 2026.

COUNCILWOMAN MICHNA
COUNCILMAN GARCIA
COUNCILMAN DUNAGIN
COUNCILMAN COVINGTON
COUNCILMAN PARR

FOR: CITY OF TOMBALL, TEXAS

_____

LORI KLEIN QUINN, Mayor

ATTEST:

_____

THOMAS HARRIS III, City Secretary

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.

__Abigail L. Bailey, Joe E. Evans and Janae E. Evans
Name of Owner submitting Application

Signature **Date**
4/29/26
4-30-26
4-29-26

- [x] Cover sheet
- [x] Property Owner Attestation Checklist
- [x] Proof of Ownership
- [x] Property Value & Anticipated Development Information Worksheet
- [x] Petition Requesting Annexation
- [x] Metes and Bounds Description and Map of Property (as Exhibit A)
- [x] 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:
  - o Agricultural management use; OR
  - o Wildlife management use; OR
  - o 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: ___Oscar Martinez_____

Company Name: ___Hutson Realty Partners, LLC_____

Mailing Address: ___108 Commercial Cir. Conroe, TX 77304_____

Phone Number: ___715-579-2906_____

E-mail Address: ___oscar@hutsonrealtypartners.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. __15226 FM 2920 Tomball, TX _____

b. _____

c. _____

d. _____

e. _____

f. _____

3. Nature of Existing Property
Property Location: __15226 FM2920 Tomball, TX ___ Number of Acres: __3.015__
Current Assessed Valuation of Land: __$365,505_____
Current Assessed Valuation of Improvements: __$0.00_____
Total: ___$365,505_____
Does this property current contain any structures?
____ Yes (continue with subsection a through d)
__X__ No (skip to #4)

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

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

__X_ 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?
__X___ 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?
__X___ No (skip to d)
_____ Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____
_____
Total Site Coverage _____

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

d. Industrial
Are there existing Industrial structures on the property?
__X___ 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.
__X__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?
__X___ YES (ensure you contact the Community Development Department)
_____ NO

Will zoning changes be required and requested in the future to accommodate anticipated development?
__X__ YES (Yes — the entire tract, containing approximately 3.015 acres, will be rezoned in conjunction with annexation to accommodate the proposed 50-unit multifamily development.)
_____ NO

c. Residential
Are Residential structures anticipated on the proposed property?
_____ NO (skip to d)
__X__ YES (continue)
__50_ Number of Units
__$221,726__ Value of Units (individual)
_3.015_ Number of Lots or Acres
__$11,086,830_ Estimate Total Value
Number of Units by Type
_____ Single-Family
_____ Duplexes

_____ Four-Plex
_____ Patio Homes
_____ Townhouses
__50_ Apartments

d. Office and Commercial

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

__X__ NO (skip to e)
_____ YES (continue)

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

e. Institutional

Are Institutional structures anticipated on the proposed property?

__X__ 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?

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

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

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

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

	Current Yr	Yr2	Yr3	Yr4	Yr5	Yr10	Yr20
Residential	100%						
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:

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

LEGAL DESCRIPTION
0.6614 ACRES

BEING a 0.6614 acre tract of land within a called 3.0051 acre tract of land described in deed to Joe E. & Janae E. Evans, and Abigail L. Bailey as recorded under as recorded under Harris County Clerk's File Number 20140030325 of the Official Public Records of Real Property of Harris County, Texas, being located in the Chauncey Goodrich Survey, Abstract No. 311, Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMENCING from a 1/2 inch iron rod found for the southwest corner of said 3.0051 acre tract in the north line of Farm to Market Road 2920 being 120 feet wide;

THENCE N 03°37'24" W 541.08 feet along the west line of said 3.0051 to point in the northwest line of the current city limits of Tomball, Texas, and the **PLACE OF BEGINNING** for the herein described tract;

THENCE N 03°37'24" W 222.75 feet along the west line of said 3.0051 acre tract to a 1/2 inch iron rod found for the northwest corner of said 3.0051 acre tract;

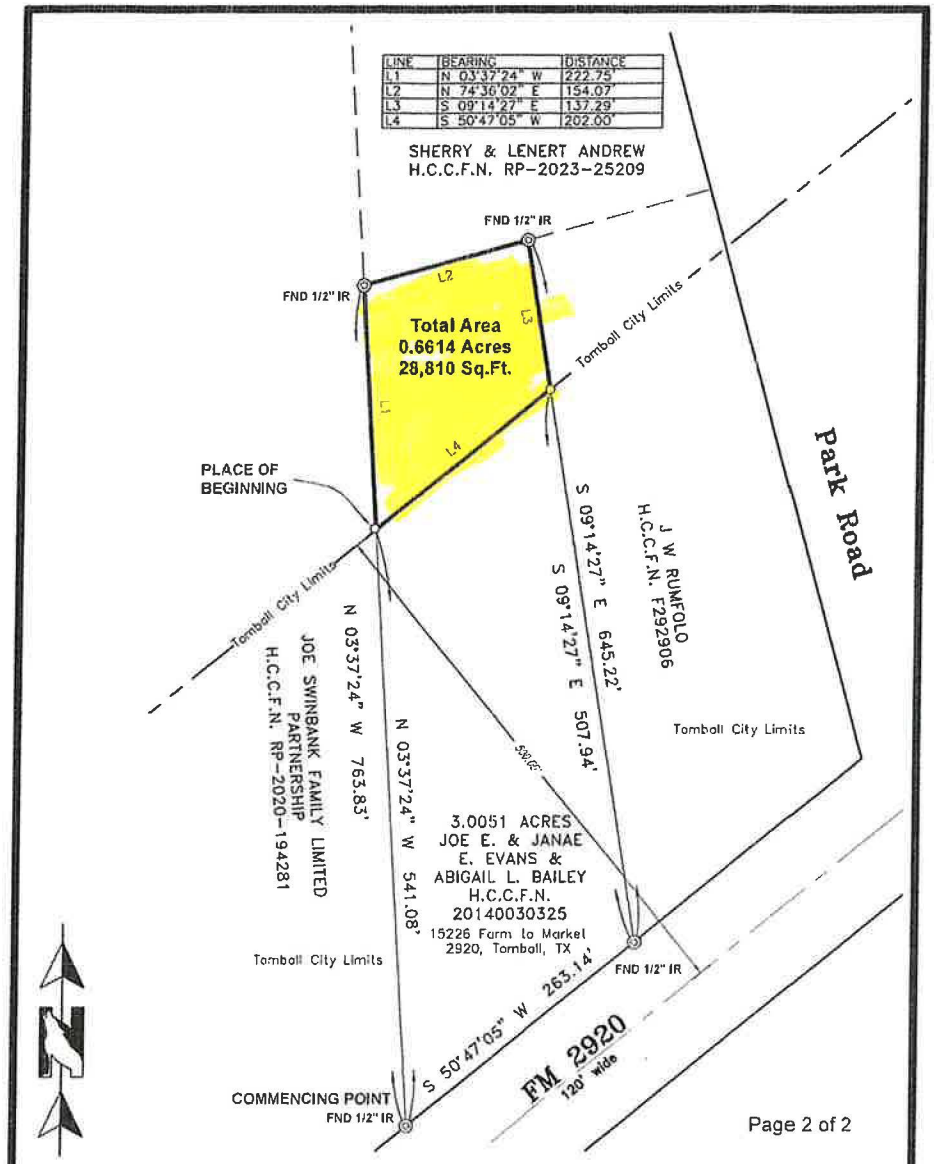
THENCE N 74°36'02" E 154.07 feet along the north line of said 3.0051 acre tract to a 1/2 inch iron rod found for the northeast corner of said 3.0051 acre tract;

THENCE S 09°14'27" E 137.29 feet along the east line of said 3.0051 acre tract to a point in the northwest line of the current city limits of Tomball, Texas;

THENCE S 50°47'05" W 202.00 feet across said 3.0051 acre tract of land, and along the northwest line of the current city limits of Tomball, Texas to the **PLACE OF BEGINNING**.

NOTE: ALL BEARINGS SHOWN HEREIN ARE BASED ON GRID NORTH OF THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204. NAD 1983 DATUM.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS



PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

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 _____, JANAE E. EVANS, and JOE E. EVANS, 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 29th day of April, 2026.

Crystal Wade
Notary ID# 131475269
My Commission Expires
March 26, 2030

_____
Notary Public in and for ~~Harris County~~ STATE OF, Texas

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

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: Abigail L. Bailey

Signed: _____

Signed: _____

THE STATE OF TEXAS §
§
COUNTY OF ~~HARRIS~~ Travis §

BEFORE ME, the undersigned authority, on this day personally appeared Abigail L. Bailey _____, 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 30th day of April, 2026.

_____
Notary Public in and for ~~Harris County~~ STATE OF, Texas, County of Travis

KAITEO ASHE MCDONALD
My Notary ID # 135512195
Expires April 23, 2029

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

I. **Introduction**. This Municipal Service Plan (the "Plan") is made by the City of Tomball, Texas (the "City"), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land (the "Tract") described in metes and bounds in "Exhibit A", which is attached to the Petition, this Plan, and to the annexation ordinance which this Plan is a part.

II. **Effective Term**. This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

III. **Intent**. It is the intent of the City that services under this Plan shall equal the number of services and level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. **Service Programs.**

A. In General.

1. This Plan includes the following service programs: a General Services Program and a Capital Improvement Program.

2. As used in this Plan, "providing services" shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase "standard policies and procedures" shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an

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.

2. Fire Protection. The Fire Department of the City will provide fire protection to the Tract. Fire protection will be provided from a city operated Fire Station. Fire protection will remain at the current or higher level of service.

3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.

4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for 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.

5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for 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.

7. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of Public Works, as needed. Any other facility, building, or service existing or

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

the City's policies with regard to the extension of water services is attached to and made a part of this Plan.

6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas 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 gas services is attached to and made a part of this Plan.

7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.

8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.

9. Other Publicly Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

V. **Amendment**. This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

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:
_____	Abigail L. Bailey
Name [Signature]	Name -Abigail L. Bailey
_____	_____
Name [Printed]	Name-Joe E. Evans
_____	_____
Position	Name- Janae E. Evans
_____	4-30-2026
Date	Date

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

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

Additional Property Owner(s) [if applicable]

Name [Signature]	Name [Signature]
Name [Printed]	Name [Printed]
Company [if applicable]	Company [if applicable]
Date	Date

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

To be filled by Requestor(s)

Property Description: ____15226 FM 2920_____

Requestor / Owner: _____ Jason Nicholson

Requestor / Owner: _____

Requestor / Owner: _____

Date complete packet filed: _____

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

20140030325
01/24/2014 ER $24.00

WD

N

Special Warranty Deed

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

Date: January 23, 2014

Grantor: H. D. BOLTON and spouse, BARBARA J. BOLTON

Grantor's Mailing Address: 8102 Autumn Willow Dr
Tomball, TX 77375

Grantee: (3)

1) JOE E. EVANS, as to a Twenty Percent (20%) undivided interest in property. 1EE

Grantee's Mailing Address: 323 Gershwin
Houston, Texas 77079

2) JANAE E. EVANS, as to a Five Percent (5%) undivided interest in property 1EE

Grantee's Mailing Address: 1306 W. 22nd Street
Houston, Texas 77008

3) ABIGAIL L. BAILEY, as to an undivided Seventy-Five Percent (75%) undivided interest in property 1EE

Grantee's Mailing Address: 14503 Bramblewood Drive
Houston, Texas 77079

Consideration: TEN AND 00/100 DOLLARS ($10.00), and other good and valuable consideration

Property (including any improvements):

Being a 3.0051 acre tract of land in the Chauncey Goodrich Survey, A-311, Harris County, Texas; said 3.0051 acre tract being more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein, for all intents and purposes

Reservations from Conveyance: None

ER 053 - 36 - 1436

INITIAL

STEWART TITLE

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and **taxes for 2014**, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof **when the claim is by, through, or under Grantor but not otherwise**, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Executed on the date as set out in the acknowledgment, but made EFFECTIVE as of the date first above written.

H. D. BOLTON

2OR

BARBARA J. BOLTON

ER 053 - 36 - 1437

UNOFFICIAL COPY

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 23 day of January, 2014, by H. D. BOLTON.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF Harris §

MELISSA R. DUNKIRK
Notary Public, State of Texas
My Commission Expires 01-27-2015

This instrument was acknowledged before me on the 23 day of January, 2014, by BARBARA J. BOLTON.

Notary Public, State of Texas

MELISSA R. DUNKIRK
Notary Public, State of Texas
My Commission Expires 01-27-2015

After Recording, Return to:

_____

_____

_____

EXHIBIT "A"

D

BEING a 3.0051 tract of land in the Chauncey Goodrich Survey, A-311, Harris County, TX, said 3.0051 acre tract being that called 3.0000 acre tract in aforementioned survey conveyed to H. D. Bolton and wife Barbara J. Bolton by Warranty Deed W/Vendor's Lien recorded under Harris County Clerk File No. F683179 dated June 6, 1978, Official Public Records of Real Property, Harris County, TX, with Release of Lien recorded under Harris County Clerk File No. L815914 dated August 24, 1986, Official Public Records of Real Property, Harris County, TX, said 3.0051 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" steel rod (fd) in the South boundary line of Sherry Lenert and Andrew Lenert 1.9968 acre tract in aforementioned survey recorded under Harris County Clerk File No. 20120316089 dated July 12, 2012, Official Public Records of Real Property, Harris County, TX, marking the Northwest corner of 2.725 acres in aforementioned survey conveyed to J. W. Rumfolo by Warranty Deed recorded under Harris County Clerk File No. F292908, Official Public Records of Real Property, Harris County, TX;

THENCE South 07 deg 23 min 00 sec East - 645.03 feet (South 07 deg 23 min 00 sec East - 643.83 feet, HCCF No. F683178, OPRRP, HCT - basis of bearing) along the West boundary line of said J. W. Rumfolo 2.725 acre tract and the East boundary line of the tract herein described to a ½" steel rod (fd) in the Northwest right-of-way line of F. M. Road No. 2920 (120.00 foot wide ROW) marking the Southwest corner of said J. W. Rumfolo 2.725 acre tract, for the Southeast corner of the tract herein described;

THENCE South 52 deg 33 min 31 sec West - 262.56 feet (called South 52 deg 33 min 30 sec West - 262.51 feet) along the Northwest right-of-way line of F. M. Road No. 2920 to a ½" steel rod (set) marking the Southeast corner of Tract I - 1.582 acres in aforementioned survey conveyed to Samuel S. Sorsby and wife Brenda K. Sorhsy by General Warranty Deed dated November 8, 2005 and recorded under Harris County Clerk File No. Y887776, Official Public Records of Real Property, Harris County, TX, for the Southwest corner of the tract herein described;

UNOFFICIAL COPY

THENCE North 01 deg 49 min 08 sec West, passing the Northeast corner of said Samuel S. Sorsby, et ux 1.582 acre tract and the Southeast corner of Tract II - 7.239 acres in aforementioned survey conveyed to Samuel S. Sorsby and wife Brenda K. Sorsby by General Warranty Deed dated November 8, 2005 and recorded under Harris County Clerk File No. Y887776, Official Public Records of Real Property, Harris County, TX, at 212.56 feet from which a 1-1/2" iron pipe (fd) bears South 52 deg 33 min 31 sec West - 0.35 feet, passing the Northeast corner of said Samuel S. Sorsby, et ux 7.239 acre tract, being also the Southeast corner of a 17.724 acre tract in aforementioned survey conveyed to Samuel S. Sorsby and wife Brenda Sorsby by Warranty Deed dated March 11, 1999 and recorded under Harris County Clerk File No. T595676 , Official Public Records of Real Property, Harris County, TX, at 632.40 feet, from which a 1-1/2" iron pipe (fd) bears South 52 deg 33 min 31 sec West - 0.34 feet, in all 763.63 feet (called North 02 deg 49 min 08 sec West - 762.34 feet) to a ½" steel rod (fd) in the East boundary line of said Samuel S. Sorsby and wife Brenda Sorsby 17.724 acre tract, marking the Southwest corner of said Sherry Lenert and Andrew Lenert 1.9968 acre tract, for the Northwest corner of the tract herein described;

THENCE North 76 deg 28 min 01 sec East - 154.09 feet (called North 76 deg 26 min 52 sec East - 154.18 feet) along the South boundary line of said Sherry Lenert and Andrew Lenert 1.9968 acre tract to the POINT OF BEGINNING and containing 3.0051 acres of land.

20140030325
Pages 4
01/24/2014 09:50:47 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 24.00

UNOFFICIAL COPY

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:
Conduct a public hearing and consideration to approve Zoning Case Z26-05: Joe E. Evans, Abigail L. Bailey, and Janae E. Evans to consider a zone change from Agricultural (AG) and Commercial (C) to Planned Development (PD) on Tract 5D, one tract containing approximately 2.96 acres of land, situated in the C Goodrich Survey, Abstract 311, located west of the northwest intersection of FM 2920 and Park Road (15226 FM 2920). The applicant is requesting to allow for the properties to be developed for multi-family uses.

Adopt, on First Reading, Ordinance No. 2026-17, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 2.96 acres of land legally described as being one tract of land, situated in the C Goodrich Survey, Abstract 311 from the Agricultural (AG) and Commercial (C) zoning districts to the Planned Development (PD) zoning district. The property is located at 15226 FM 2920, 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: Joe E. Evans, Abigail L. Bailey, and Janae E. Evans

Recommendation:

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

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. 2026-17

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 2.96 ACRES OF LAND LEGALLY DESCRIBED AS BEING ONE TRACT OF LAND, SITUATED IN THE C GOODRICH SURVEY, ABSTRACT 311 FROM THE AGRICULTURAL (AG) AND COMMERCIAL (C) ZONING DISTRICTS TO THE PLANNED DEVELOPMENT (PD) ZONING DISTRICT. THE PROPERTY IS LOCATED AT 15226 FM 2920, 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, Joe E. Evans, Abigail L. Bailey, and Janae E. Evans, have requested to amend the Tomball Code of Ordinances, by rezoning approximately 2.96 acres of land legally described as being one tract of land, situated in the C Goodrich Survey, Abstract 311 from the Agricultural (AG) and Commercial (C) zoning districts to the Planned Development (PD) zoning district; and

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

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

Whereas, the City Council deems it appropriate to grant a rezoning to the Planned Development (PD) 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. The Planned Development (PD) shall adhere to all Planned Development Regulations identified in Exhibit "A" and concept plan(s) made a part hereof for all purposes.

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other 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 7. 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

15226 FM 2920
Planned Development Standards Narrative

Hyperion Partners of Texas, Inc.
City of Tomball, Texas

PROJECT SUMMARY

Property: Approximately 3.015 acres located at 15226 FM 2920, Tomball, Texas

Development Program: Boutique-style, garden-style three-story walk-up multifamily residential community with a maximum of fifty (50) dwelling units.

Project Intent:
The proposed Planned Development (“PD”) is intended to establish a high-quality residential community compatible with the evolving FM 2920 corridor while balancing density, architectural quality, enhanced landscaping, buffering, parking, and long-term corridor aesthetics.

SECTION 1. PURPOSE AND APPLICABILITY

1.01 These Planned Development Standards establish a site-specific zoning framework permitting development of a boutique-style multifamily community while addressing frontage, utility, drainage, circulation, and corridor conditions.

1.02 These standards are intended to:
• Authorize multifamily residential development at a controlled density and scale;
• Establish standards for architecture, landscaping, screening, buffering, lighting, amenities, parking, and site design;
• Ensure compatibility with the evolving FM 2920 corridor; and
• Provide flexibility to accommodate final engineering, utility, drainage, fire access, and permitting requirements while preserving the approved development concept.

SECTION 2. GENERAL PROVISIONS

2.01 These PD Standards shall govern development of the Property and shall serve as the applicable zoning and site development standards for the Property.

2.02 Except as otherwise modified herein, development of the Property shall comply with all applicable City of Tomball ordinances, engineering criteria, fire code requirements, utility regulations, drainage requirements, and applicable local, state, and federal laws.

SECTION 3. LAND USE AUTHORIZATION

3.01 The primary use authorized on the Property shall be multifamily residential.

3.02 Accessory uses customarily incidental to multifamily residential development shall be permitted, including leasing offices, amenity areas, package/mail facilities, maintenance facilities, dog parks, grilling areas, pedestrian walkways, open space areas, surface parking, covered parking, garages, carports, and related residential support facilities.

SECTION 4. DEVELOPMENT PROGRAM

4.01 The Property may be developed with a maximum of Fifty (50) dwelling units.

4.02 The approved residential product type shall be a garden-style, three-story walk-up multifamily development designed to provide an upscale residential environment compatible with the evolving FM 2920 corridor.

4.03 The development is intended to emphasize larger unit configurations and reduced overall density relative to conventional suburban apartment developments.

4.04 Development density shall remain subject to final engineering, drainage, utility, parking, and fire access requirements.

SECTION 5. BULK, AREA, AND SETBACK REGULATIONS

5.01 Minimum building setbacks shall generally be:
- Front setback: 35 feet
- Rear setback: 35 feet
- Side setbacks: 15 feet

5.02 Enhanced landscape buffering, decorative screening, pedestrian connectivity improvements, and architectural frontage enhancements may be incorporated along FM 2920.

5.03 Final building placement, parking layout, detention configuration, and internal circulation may be refined during final engineering and permitting review.

SECTION 6. HEIGHT AND BUILDING CONFIGURATION

6.01 Buildings on the Property may be developed to a maximum of three (3) stories.

6.02 Buildings shall incorporate articulated facades, enhanced roofline variation, pedestrian-oriented entry features, varied massing, and high-quality architectural detailing intended to avoid monotonous building elevations.

6.03 Building facades visible from FM 2920 shall incorporate enhanced architectural

treatment and landscaping intended to improve corridor aesthetics and reinforce a high-quality residential development character.

SECTION 7. PARKING AND VEHICULAR CIRCULATION

7.01 Off-street parking shall be provided at a minimum ratio of two (2) parking spaces per dwelling unit together with all required ADA-accessible spaces.

7.02 Internal drives and parking areas shall comply with applicable City and Fire Marshal requirements.

SECTION 8. UTILITIES, DRAINAGE, AND SERVICE AREAS

8.01 Water, wastewater, gas, electric, storm drainage, and utility infrastructure shall be installed in accordance with City standards and approved engineering plans.

8.02 Detention and drainage facilities may be located on-site in accordance with final engineering design.

8.03 Trash enclosures, transformers, meters, and utility facilities shall be screened from public view by masonry walls, landscaping, fencing, or other approved treatments.

SECTION 9. LANDSCAPING

9.01 A landscape plan shall be submitted for review and approval in connection with final site development plans.

9.02 Landscaping shall enhance the visual appearance of the Property along FM 2920, reinforce project entry features, soften views of parking and service elements, provide pedestrian comfort, and create an attractive residential environment.

9.03 Landscape improvements shall generally include enhanced frontage landscaping, foundation landscaping, parking lot landscaping, screening landscaping, and pedestrian gathering areas.

SECTION 10. BUFFERING, SCREENING, AND FENCING

10.01 Appropriate buffering and screening shall be provided around the perimeter of the Property and around service functions.

10.02 Buffering and screening may include masonry walls, ornamental fencing, evergreen landscaping, berming, decorative screening walls, and other approved screening treatments.

10.03 Particular attention shall be given to screening parking areas, refuse enclosures,

mechanical equipment, utility equipment, and drainage features from public view along FM 2920.

SECTION 11. PEDESTRIAN FACILITIES

11.01 Internal sidewalks and pedestrian walkways shall connect building entrances, parking areas, amenities, open space areas, and resident gathering areas.

11.02 Sidewalk improvements along FM 2920 shall be provided if required by the City or TxDOT.

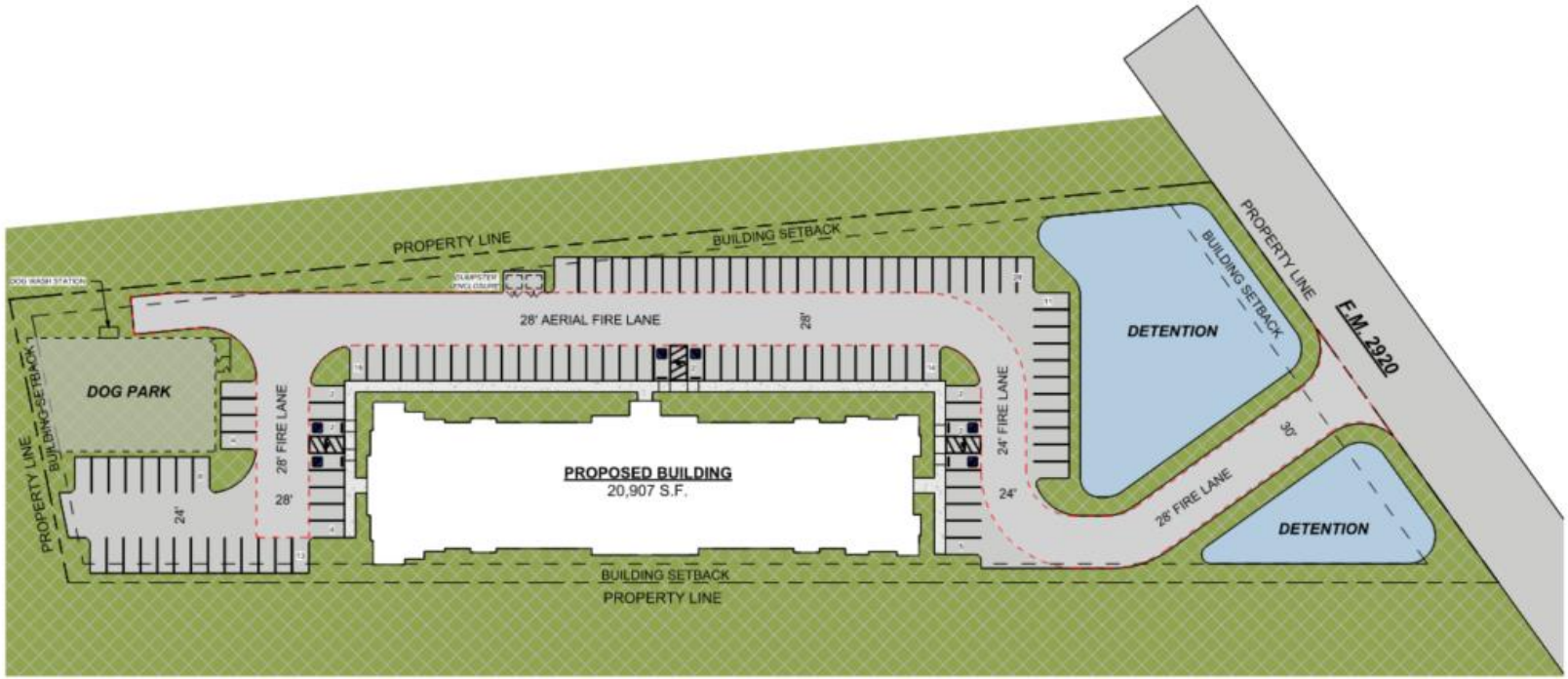
SECTION 12. ARCHITECTURAL CHARACTER

12.01 The development shall incorporate a coordinated architectural character intended to establish a high-quality residential community compatible with the evolving FM 2920 corridor.

12.02 Exterior building materials shall consist primarily of masonry, stone veneer, stucco systems, fiber cement siding, architectural accents, and other durable materials approved by the City.

12.03 Building elevations shall incorporate varying materials, articulated massing, covered entries, balconies, façade projections, roofline variation, and similar architectural features intended to create visual depth and avoid monotonous building appearances.

12.04 The development is intended to function as a boutique-style multifamily residential community emphasizing architectural quality, enhanced landscaping, and corridor compatibility rather than a high-density conventional apartment project.



DISCLAIMER

THIS DRAWING IS ONLY INTENDED FOR USE AS A MASTER PLAN, PRELIMINARY DESIGN, OR A DESIGN CONCEPT DRAWING AND SHOULD NOT BE USED FOR PRICING, REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION. UPON OWNER APPROVAL, CONSTRUCTION DRAWINGS WHICH DESCRIBE THE WORK IN MORE DETAIL SHOULD BE PREPARED.

CODE COMPLIANCE

THE PROPOSED PROJECT SHALL COMPLY WITH THE FOLLOWING CITY OF TOMBALL APPLICABLE CODES, INCLUDING ALL ACCEPTED AMENDMENTS:

JURISDICTIONAL INFORMATION

2021 INTERNATIONAL BUILDING CODE (IBC)
2021 INTERNATIONAL RESIDENTIAL CODE (IRBC)
2021 INTERNATIONAL PLUMBING CODE (IPC)
2021 INTERNATIONAL MECHANICAL CODE (IMC)
2023 NATIONAL ELECTRIC CODE (NEC)
2021 INTERNATIONAL FIRE CODE (IFC)
2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2012 TEXAS ACCESSIBILITY STANDARDS (TAS)

PROJECT INFORMATION

SITE INFORMATION

TOTAL SITE: 5.01 ACRES
DETENTION: 0.42 ACRES
BUILDING COVERAGE: 17.27%

BUILDING CALCULATIONS

PROPOSED BUILDING FOOTPRINT: 20,907 S.F.

FIRST FLOOR
- UNIT AREA: 17,722 S.F.
- CORRIDOR: 2,982 S.F.
- TOTAL: 20,704 S.F.

SECOND FLOOR
- UNIT AREA: 17,722 S.F.
- CORRIDOR: 2,192 S.F.
- TOTAL: 19,914 S.F.

THIRD FLOOR
- UNIT AREA: 17,722 S.F.
- CORRIDOR: 2,192 S.F.
- TOTAL: 19,914 S.F.

TOTAL BUILDING S.F.: 60,532 S.F.

UNIT TYPES

1 BEDROOM
- A1: 635 SF - 12 TOTAL

2 BEDROOM
- B1: 1,132 SF - 12 TOTAL
- B2: 1,170 SF - 12 TOTAL
- B3: 1,219 SF - 6 TOTAL

3 BEDROOM
- C1: 1,166 SF - 6 TOTAL

UNIT BREAKDOWN

FIRST FLOOR
- A1: 4 UNITS
- B1: 4 UNITS
- B2: 4 UNITS
- B3: 2 UNITS
- C1: 2 UNITS
- TOTAL: 16 UNITS

SECOND FLOOR
- A1: 4 UNITS
- B1: 4 UNITS
- B2: 4 UNITS
- B3: 2 UNITS
- C1: 2 UNITS
- TOTAL: 16 UNITS

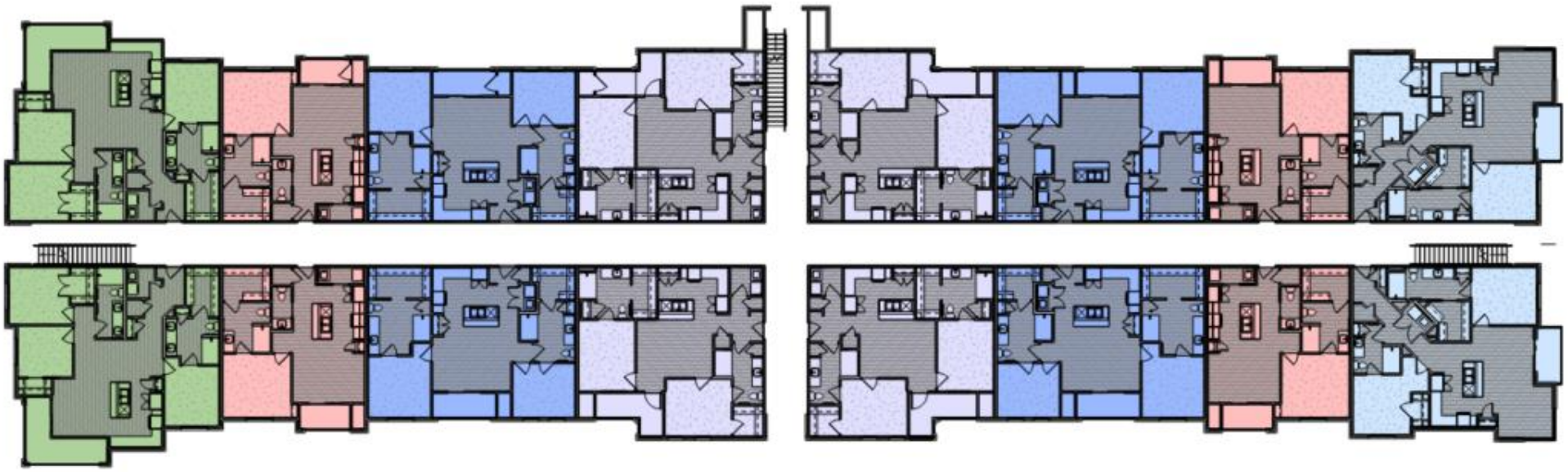
THIRD FLOOR
- A1: 4 UNITS
- B1: 4 UNITS
- B2: 4 UNITS
- B3: 2 UNITS
- C1: 2 UNITS
- TOTAL: 16 UNITS

TOTAL BUILDING - 48 UNITS (52,166 SF)

PARKING CALCULATIONS

REQUIRED PARKING: 117
PROVIDED STANDARD PARKING: 111
PROVIDED ADA PARKING: 6
TOTAL PROVIDED PARKING: 117

1" = 30'-0"



UNIT TYPES

1 BEDROOM
- A1: 835 SF - 12 TOTAL

2 BEDROOM
- B1: 1,132 SF - 12 TOTAL
- B2: 1,170 SF - 12 TOTAL
- B3: 1,219 SF - 6 TOTAL

3 BEDROOM
- C1: 1,368 SF - 6 TOTAL

UNIT BREAKDOWN

FIRST FLOOR
- A1: 4 UNITS
- B1: 4 UNITS
- B2: 4 UNITS
- B3: 2 UNITS
- C1: 2 UNITS
- TOTAL: 16 UNITS

UNIT BREAKDOWN

SECOND FLOOR
- A1: 4 UNITS
- B1: 4 UNITS
- B2: 4 UNITS
- B3: 2 UNITS
- C1: 2 UNITS
- TOTAL: 16 UNITS

UNIT BREAKDOWN

THIRD FLOOR
- A1: 4 UNITS
- B1: 4 UNITS
- B2: 4 UNITS
- B3: 2 UNITS
- C1: 2 UNITS
- TOTAL: 16 UNITS

TOTAL BUILDING - 48 UNITS
(53,166 SF)

3/32" = 1'-0"

Exhibit “B”

Location: 15226 FM 2920, within the City of Tomball, Harris County, Texas.

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
JULY 13, 2026
&
CITY COUNCIL
JULY 20, 2026

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, July 13, 2026, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, July 20, 2026, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z26-05: Request by Joe E. Evans, Abigail L. Bailey, and Janae E. Evans to consider a zone change from Agricultural (AG) and Commercial (C) to Planned Development (PD) on Tract 5D, one tract containing approximately 2.96 acres of land, situated in the C Goodrich Survey, Abstract 311, located west of the northwest intersection of FM 2920 and Park Road (15226 FM 2920). The applicant is requesting to allow for the properties to be developed for multi-family uses.

Zoning Case Z26-07: Request by Lessing Property Holdings LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tract 5 of Block 3, one tract containing approximately 0.07 acres of land, situated in the Hirschfield Farms Sec.1 Unrecorded Plat, located north of the northeast intersection of State Highway 249 and Hirschfield Road (13918 Hirschfield Road). The applicant is requesting to match the zoning of the rest of their property.

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 7th day of July 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 Z26-05 **6/22/2026**

The Planning & Zoning Commission will hold a public hearing on **July 13, 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 Joe E. Evans, Abigail L. Bailey, and Janae E. Evans to consider a zone change from Agricultural (AG) and Commercial (C) to Planned Development (PD) on Tract 5D, one tract containing approximately 2.96 acres of land, situated in the C Goodrich Survey, Abstract 311, located west of the northwest intersection of FM 2920 and Park Road (15226 FM 2920). The applicant is requesting to allow for the properties to be developed for multi-family 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 **July 20, 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 #: Z26-05
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

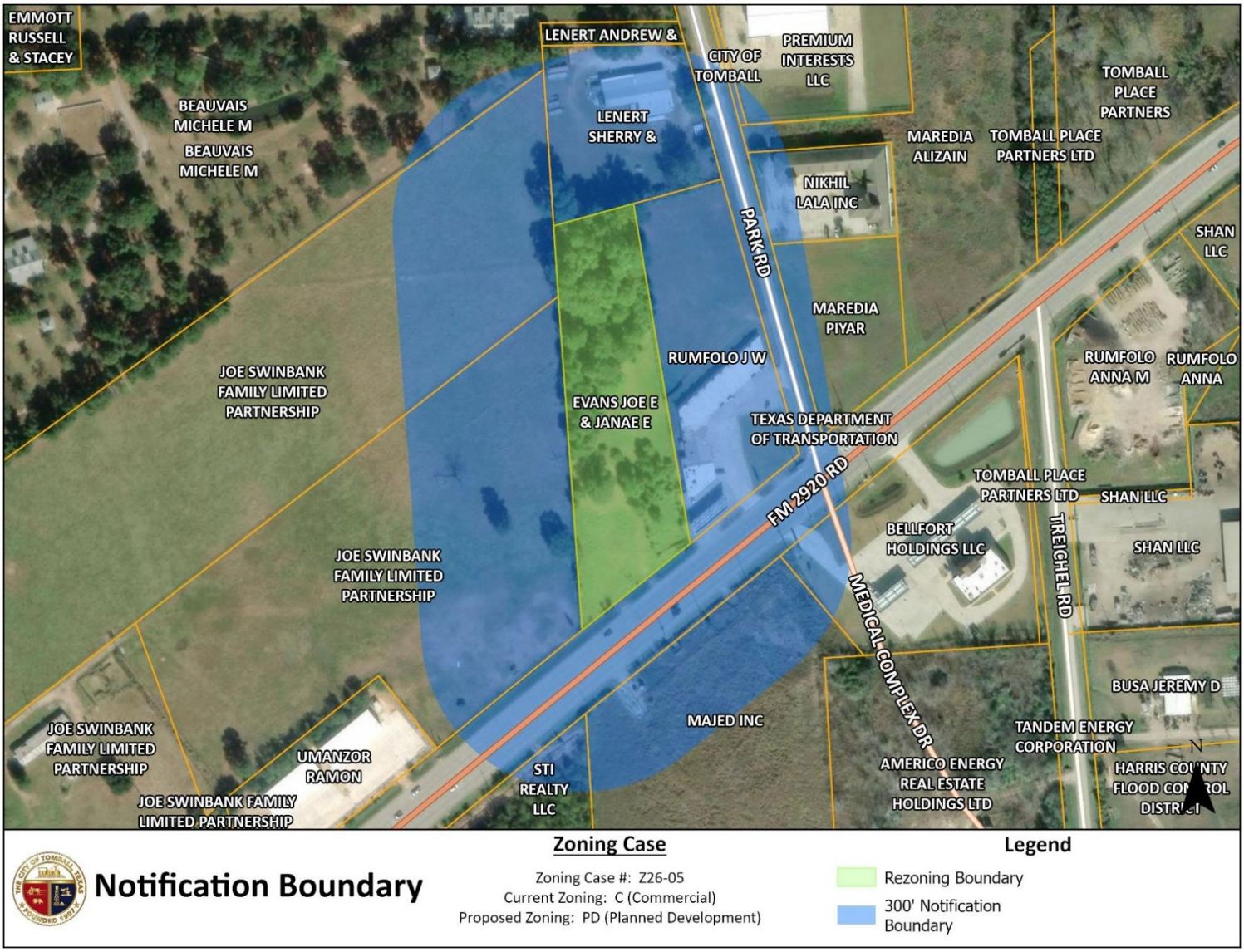
I am in favor ☐ I am opposed ☐

Additional Comments:

Signature: _____

City of Tomball
Community Development Department

Z26-05



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

CASE #: Z26-05

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: LENERT SHERRY &
Parcel I.D.: 0421810000026
Address: 22514 PARK ST

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: Sherry Lenert

501 James Street• TOMBALL, TEXAS 77375

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

CASE #: Z26-05

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: LENERT ANDREW &
Parcel I.D.: 0402700000634
Address: 22514 PARK RD

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

Email: planning@tomballtx.gov

I am in favor ☐ I am opposed ☑

Additional Comments:

Signature: Andrew Lenert

501 James Street• TOMBALL, TEXAS 77375

Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: July 13, 2026
City Council Public Hearing Date: July 20, 2026

Rezoning Case:	Z26-05
Property Owner(s):	Joe E. Evans, Abigail L. Bailey, and Janae E. Evans
Applicant(s):	Hyperion Partners of Texas, Inc.
Legal Description:	Request by Joe E. Evans, Abigail L. Bailey, and Janae E. Evans to consider a zone change from Agricultural (AG) and Commercial (C) to Planned Development (PD) on Tract 5D, one tract containing approximately 2.96 acres of land, situated in the C Goodrich Survey, Abstract 311
Location:	West of the northwest intersection of FM 2920 and Park Road (15226 FM 2920) (Exhibit "A")
Area:	2.96 acres
Comp Plan Designation:	Corridor Commercial (Exhibit "B")
Present Zoning:	Agricultural (AG) and Commercial (C) District (Exhibit "C")
Request:	Rezone into the Planned Development (PD) District

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	ETJ Property	Industrial business
South	Commercial (C)	Undeveloped land
East	Commercial (C)	Gas station and retail center
West	Commercial (C)	Undeveloped land

BACKGROUND

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

ANALYSIS

Comprehensive Plan Analysis: The property is designated as "Corridor Commercial" by the Comprehensive Plan's Future Land Use Map. 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.

Comprehensive Plan Objectives: LU 2.5: Increase housing choice by allowing for a mix of styles, densities, and price ranges located within appropriate locations

LU 2.6.4: Ensure the incorporation of a variety of housing for new and infill development to provide affordable housing options for residents including young families and seniors.

Staff Review Comments: This Planned Development promotes many of the goals and objectives found in the Comprehensive Plan which were adopted by the City Council in 2025. The Planned Development (PD) district allows for a tailored product that complements and meets the needs of the surrounding area. This project proposes enhanced architectural character, landscaping, buffering, and amenities. 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 of this nature.

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 June 22, 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
F. Development Standards and Concept Plan

Exhibit "A"
Aerial Location Map

Location

Zoning Case

Zoning Case #: Z26-05
Current Zoning: C (Commercial)
Proposed Zoning: PD (Planned Development)

Legend

Rezoning Boundary

Exhibit "B"
Future Land Use Plan

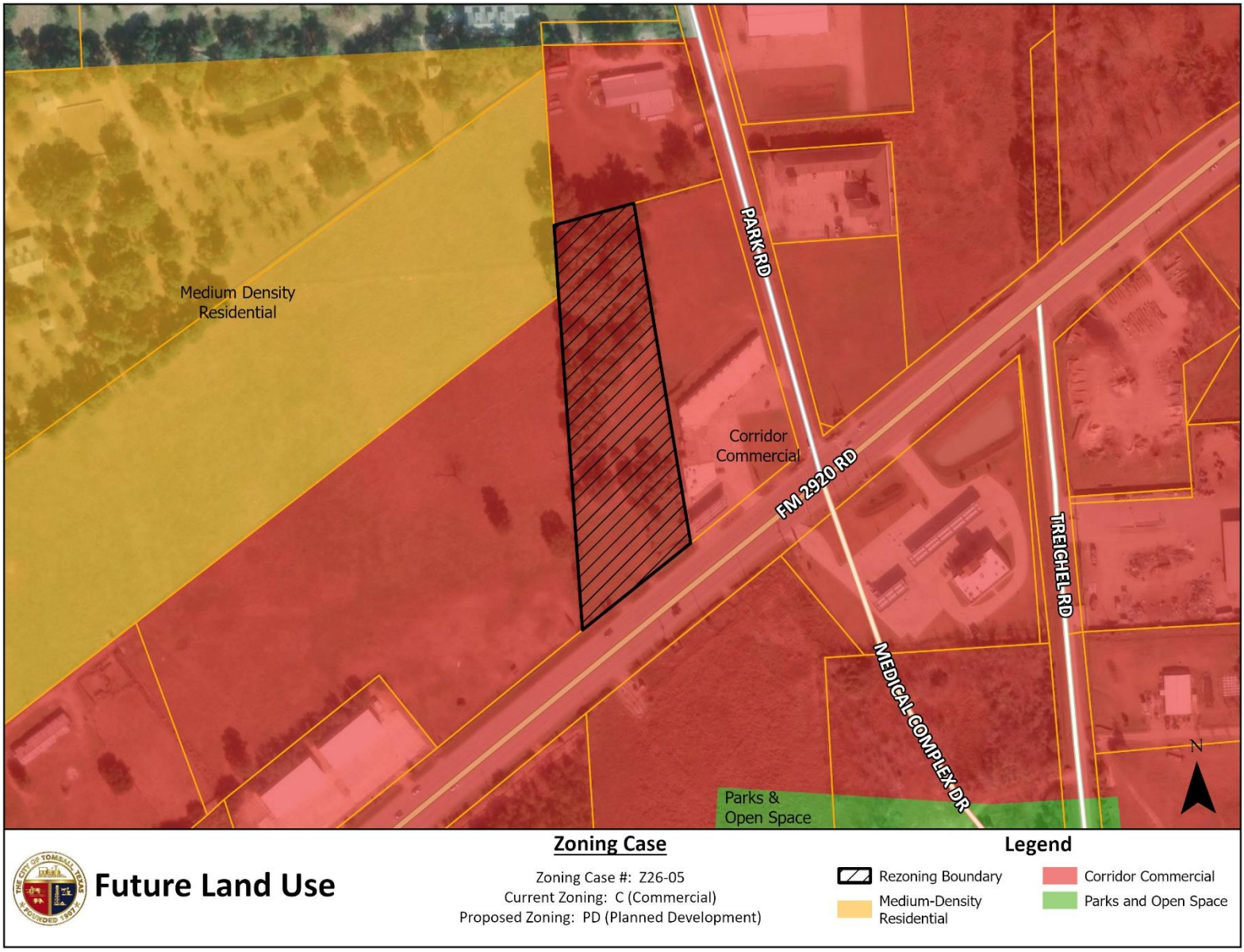


Exhibit "C"
Zoning Map

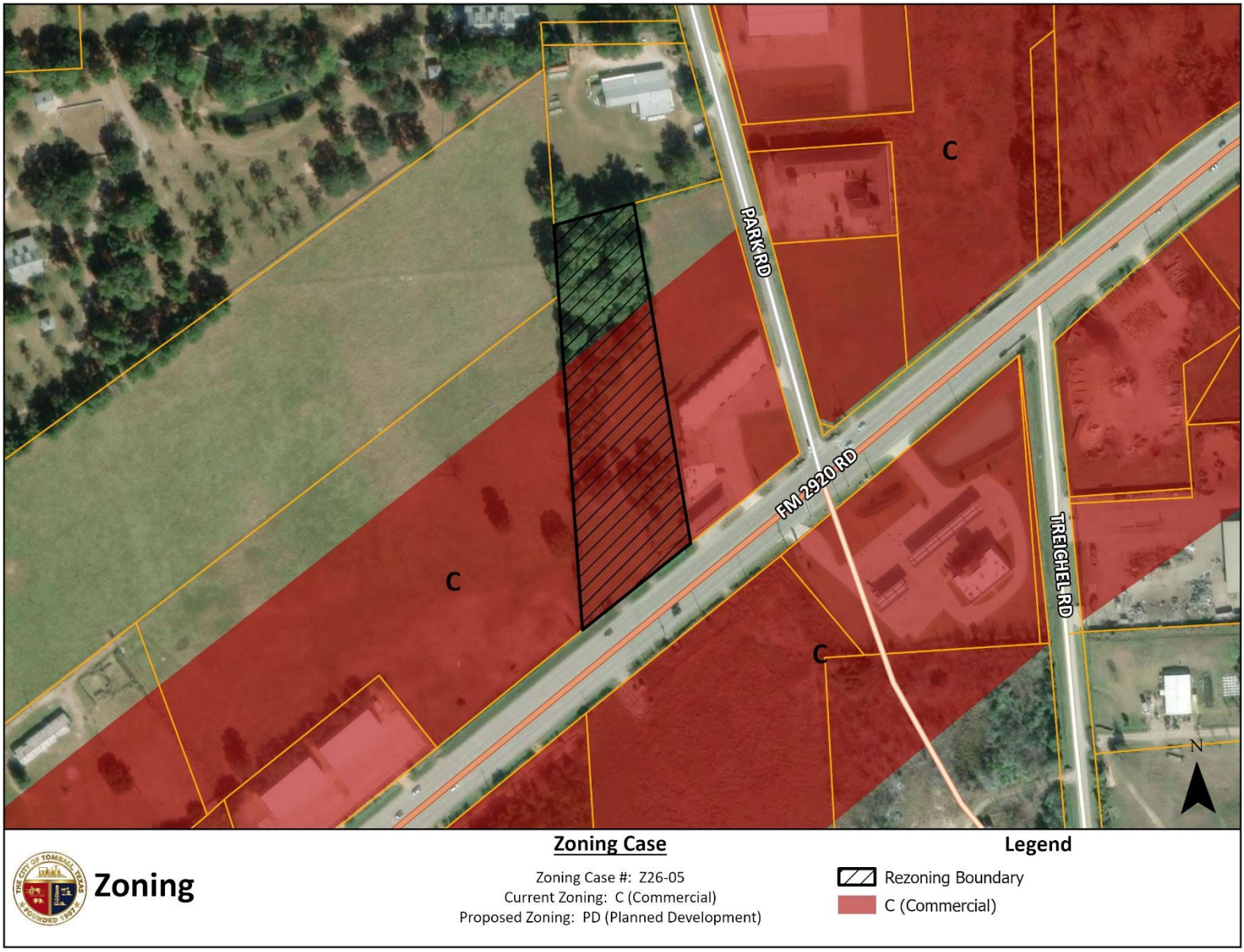


Exhibit "D"
Site Photo(s)

Subject Property (North)

Neighbor (South)

Neighbor (East)

Neighbor (West)

Exhibit "E"
Rezoning Application

Produced By: Hyperion Partners of Texas, Inc.

PLANNED DEVELOPMENT REZONING REQUEST SUMMARY / JUSTIFICATION STATEMENT

15226 FM 2920 • Tomball, Texas

INTRODUCTION

The applicant respectfully requests approval of a Planned Development ("PD") rezoning for approximately 3.015 acres located at 15226 FM 2920, Tomball, Texas (the "Property"). The purpose of the request is to allow development of a boutique-style, garden-style, three-story walk-up multifamily residential community containing a maximum of forty-eight (48) dwelling units, together with associated parking, internal drives, open space, drainage, utility infrastructure, and resident amenities.

This request is being submitted in conjunction with annexation of the Property into the City of Tomball and is intended to establish a site-specific zoning framework tailored to the tract's size, location, utility conditions, and frontage along the FM 2920 corridor.

The applicant has prepared a Planned Development Standards Narrative addressing land use, density, setbacks, parking, architecture, landscaping, buffering, lighting, pedestrian circulation, amenities, and related development standards for the tract.

1. PURPOSE OF THE PLANNED DEVELOPMENT REQUEST

The requested Planned Development zoning is appropriate because the Property presents site-specific conditions that make a conventional one-size-fits-all zoning classification less suitable than a tailored Planned Development approach.

The proposed Planned Development allows the City to review and approve a clearly defined residential development concept with objective standards governing the character, intensity, appearance, and design of the proposed project.

The proposed PD will:
• establish a defined maximum unit count and development envelope for the Property;
• define setbacks, parking standards, architecture, landscaping, and site design expectations;
• provide enhanced architectural and landscape commitments along FM 2920;
• establish a predictable framework for site planning, engineering, and utility coordination; and
• allow the City to evaluate the project as a cohesive and controlled development concept rather than through generalized zoning standards alone.

2. PROPOSED DEVELOPMENT PROGRAM

The proposed development consists of a boutique-style multifamily residential community with the following principal characteristics:

- Tract Size: Approximately 3.015 acres
- Maximum Units: 50 dwelling units
- Building Form: Three-story walk-up garden-style multifamily
- Parking: Minimum two (2) parking spaces per dwelling unit
- Amenities: Dog park, grilling areas, landscaped gathering spaces, pedestrian walkways, and resident open space
- Architectural Character: Enhanced corridor-oriented architecture with upgraded façade articulation, varied materials, enhanced landscaping, and pedestrian-oriented design features

The applicant believes this development program provides an efficient and appropriate residential use of the Property while also incorporating commitments that improve the visual quality of the FM 2920 corridor and support compatibility with surrounding development.

3. JUSTIFICATION FOR THE REQUESTED DEVELOPMENT STANDARDS

The proposed Planned Development reflects the applicant's intention to develop the site as a lower-intensity, professionally designed residential community emphasizing architectural quality, corridor compatibility, landscaping, buffering, and long-term development character rather than maximizing density.

The proposed development intentionally reduces overall density from prior conceptual iterations in order to:

- improve parking functionality;
- enhance open space opportunities;
- improve internal circulation;
- strengthen architectural presentation along FM 2920;
- provide enhanced landscaping and buffering; and
- create a more compatible and upscale residential development environment.

The applicant believes the proposed Planned Development standards create a more thoughtful and controlled development framework than a conventional zoning request because they commit the Property to a clearly defined residential character and development pattern.

4. COMPATIBILITY WITH THE FM 2920 CORRIDOR

The Property fronts FM 2920, a major corridor that continues to evolve with a mix of commercial, service, and residential development patterns.

The applicant believes a high-quality multifamily residential project can be an appropriate use along the corridor when supported by enhanced architecture, landscaping, buffering, and controlled site planning standards.

The proposed Planned Development is intended to promote compatibility by:
• establishing a coordinated architectural character;
• incorporating enhanced landscaping and frontage improvements;
• emphasizing pedestrian-oriented site planning and building articulation;
• organizing parking and circulation in a cohesive manner;
• screening service functions from public view; and
• limiting the Property to multifamily residential and related accessory uses only.

Rather than creating an undefined development entitlement, the requested PD provides the City with a clear framework to evaluate how the project will function and appear along the corridor.

5. UTILITIES, ENGINEERING, AND SITE CONSTRAINTS

The applicant recognizes that final development of the Property will require continued coordination regarding annexation, utility service, drainage design, site access, and engineering matters.

The Planned Development format is appropriate because it allows the City to evaluate the intended development concept while preserving flexibility necessary for final engineering, utility design, drainage design, fire access review, and permitting requirements.

The PD standards establish the overall development parameters while allowing reasonable refinement of utility alignments, drainage facilities, internal circulation, detention design, parking configuration, and amenity placement during final engineering and permitting review.

6. PUBLIC BENEFIT AND DEVELOPMENT QUALITY

The proposed rezoning is expected to provide multiple corridor-level and community benefits, including:

• introduction of a professionally planned residential use on an undeveloped tract;
• enhancement of the FM 2920 corridor through architecture, landscaping, buffering, and frontage improvements;
• provision of additional housing opportunities in proximity to major transportation routes and services;
• extension of municipal oversight and development standards through annexation and zoning; and
• establishment of an enforceable development framework through the Planned

Development standards.

The applicant believes the proposed Planned Development represents a more thoughtful and controlled approach than a generic zoning request because it commits the project to a defined architectural character, controlled density, enhanced landscaping, and corridor-compatible development pattern.

Docusign Envelope ID: EDFD58B3-D5E2-40D5-A5C8-7106B822B0C1

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: Hyperion Partners of Texas, Inc. (Jason Nicholson) Title: President

Mailing Address: 12815 S Palomino Lake Cir City: Cypress State: TX

Zip: 77429 Contact: Jason Nicholson

Phone: (315) 240-6413 Email: jason@hyperionoftexas.com

Owner

Name: Joe E. Evans Abigail L. Bailey Janae E. Evans Title: Owner

Mailing Address: 11777 Katy Fwy STE 320 South City: ~~Katy~~ Houston State: TX

Zip: 77079 Contact: Joe Evans

Phone: (713) 822-2633 Email: joe@evtex.com

Engineer/Surveyor (if applicable)

Name: Jason R. Atkinson Title: President

Mailing Address: 800 Town and Country Blvd City: Houston State: TX

Zip: 77024 Contact: Jason R. Atkinson

Phone: (281) 543-1138 Fax: ( ) Email: jatkinson@greywolfengineers.com

Description of Proposed Project: Rezone current property for MF-2 use.

Physical Location of Property: 15226 FM 2920, Tomball, TX 77377

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: R114783Tract 5D, Abstract 311, C. Goodrich Survey

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (C): Commercial

Docusign Envelope ID: EDFD58B3-D5E2-40D5-A5C8-7106B822B0C1

Current Use of Property: Commercial

Proposed Zoning District: (PD): Planned Development

Proposed Use of Property: 50 unit MF complex

HCAD Identification Number: R114783 Acreage: 3

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 Jason Nicholson Digitally signed by Jason Nicholson Date: 2026.02.14 16:03:03 -06'00' 2/14/26

Signature of Applicant **Date**

X Signed by: 3/10/2026

Signature of Owner **Date**

DocuSigned by: 3/10/2026

DocuSigned by: 3/10/2026

Exhibit "F"
Development Standards and Concept Plan

15226 FM 2920
Planned Development Standards Narrative

Hyperion Partners of Texas, Inc.
City of Tomball, Texas

PROJECT SUMMARY

Property: Approximately 3.015 acres located at 15226 FM 2920, Tomball, Texas

Development Program: Boutique-style, garden-style three-story walk-up multifamily residential community with a maximum of fifty (50) dwelling units.

Project Intent:
The proposed Planned Development ("PD") is intended to establish a high-quality residential community compatible with the evolving FM 2920 corridor while balancing density, architectural quality, enhanced landscaping, buffering, parking, and long-term corridor aesthetics.

SECTION 1. PURPOSE AND APPLICABILITY

1.01 These Planned Development Standards establish a site-specific zoning framework permitting development of a boutique-style multifamily community while addressing frontage, utility, drainage, circulation, and corridor conditions.

1.02 These standards are intended to:
• Authorize multifamily residential development at a controlled density and scale;
• Establish standards for architecture, landscaping, screening, buffering, lighting, amenities, parking, and site design;
• Ensure compatibility with the evolving FM 2920 corridor; and
• Provide flexibility to accommodate final engineering, utility, drainage, fire access, and permitting requirements while preserving the approved development concept.

SECTION 2. GENERAL PROVISIONS

2.01 These PD Standards shall govern development of the Property and shall serve as the applicable zoning and site development standards for the Property.

2.02 Except as otherwise modified herein, development of the Property shall comply with all applicable City of Tomball ordinances, engineering criteria, fire code requirements, utility regulations, drainage requirements, and applicable local, state, and federal laws.

SECTION 3. LAND USE AUTHORIZATION

3.01 The primary use authorized on the Property shall be multifamily residential.

3.02 Accessory uses customarily incidental to multifamily residential development shall be permitted, including leasing offices, amenity areas, package/mail facilities, maintenance facilities, dog parks, grilling areas, pedestrian walkways, open space areas, surface parking, covered parking, garages, carports, and related residential support facilities.

SECTION 4. DEVELOPMENT PROGRAM

4.01 The Property may be developed with a maximum of Fifty (50) dwelling units.

4.02 The approved residential product type shall be a garden-style, three-story walk-up multifamily development designed to provide an upscale residential environment compatible with the evolving FM 2920 corridor.

4.03 The development is intended to emphasize larger unit configurations and reduced overall density relative to conventional suburban apartment developments.

4.04 Development density shall remain subject to final engineering, drainage, utility, parking, and fire access requirements.

SECTION 5. BULK, AREA, AND SETBACK REGULATIONS

5.01 Minimum building setbacks shall generally be:
- Front setback: 35 feet
- Rear setback: 35 feet
- Side setbacks: 15 feet

5.02 Enhanced landscape buffering, decorative screening, pedestrian connectivity improvements, and architectural frontage enhancements may be incorporated along FM 2920.

5.03 Final building placement, parking layout, detention configuration, and internal circulation may be refined during final engineering and permitting review.

SECTION 6. HEIGHT AND BUILDING CONFIGURATION

6.01 Buildings on the Property may be developed to a maximum of three (3) stories.

6.02 Buildings shall incorporate articulated facades, enhanced roofline variation, pedestrian-oriented entry features, varied massing, and high-quality architectural detailing intended to avoid monotonous building elevations.

6.03 Building facades visible from FM 2920 shall incorporate enhanced architectural

treatment and landscaping intended to improve corridor aesthetics and reinforce a high-quality residential development character.

SECTION 7. PARKING AND VEHICULAR CIRCULATION

7.01 Off-street parking shall be provided at a minimum ratio of two (2) parking spaces per dwelling unit together with all required ADA-accessible spaces.

7.02 Internal drives and parking areas shall comply with applicable City and Fire Marshal requirements.

SECTION 8. UTILITIES, DRAINAGE, AND SERVICE AREAS

8.01 Water, wastewater, gas, electric, storm drainage, and utility infrastructure shall be installed in accordance with City standards and approved engineering plans.

8.02 Detention and drainage facilities may be located on-site in accordance with final engineering design.

8.03 Trash enclosures, transformers, meters, and utility facilities shall be screened from public view by masonry walls, landscaping, fencing, or other approved treatments.

SECTION 9. LANDSCAPING

9.01 A landscape plan shall be submitted for review and approval in connection with final site development plans.

9.02 Landscaping shall enhance the visual appearance of the Property along FM 2920, reinforce project entry features, soften views of parking and service elements, provide pedestrian comfort, and create an attractive residential environment.

9.03 Landscape improvements shall generally include enhanced frontage landscaping, foundation landscaping, parking lot landscaping, screening landscaping, and pedestrian gathering areas.

SECTION 10. BUFFERING, SCREENING, AND FENCING

10.01 Appropriate buffering and screening shall be provided around the perimeter of the Property and around service functions.

10.02 Buffering and screening may include masonry walls, ornamental fencing, evergreen landscaping, berming, decorative screening walls, and other approved screening treatments.

10.03 Particular attention shall be given to screening parking areas, refuse enclosures,

mechanical equipment, utility equipment, and drainage features from public view along FM 2920.

SECTION 11. PEDESTRIAN FACILITIES

11.01 Internal sidewalks and pedestrian walkways shall connect building entrances, parking areas, amenities, open space areas, and resident gathering areas.

11.02 Sidewalk improvements along FM 2920 shall be provided if required by the City or TxDOT.

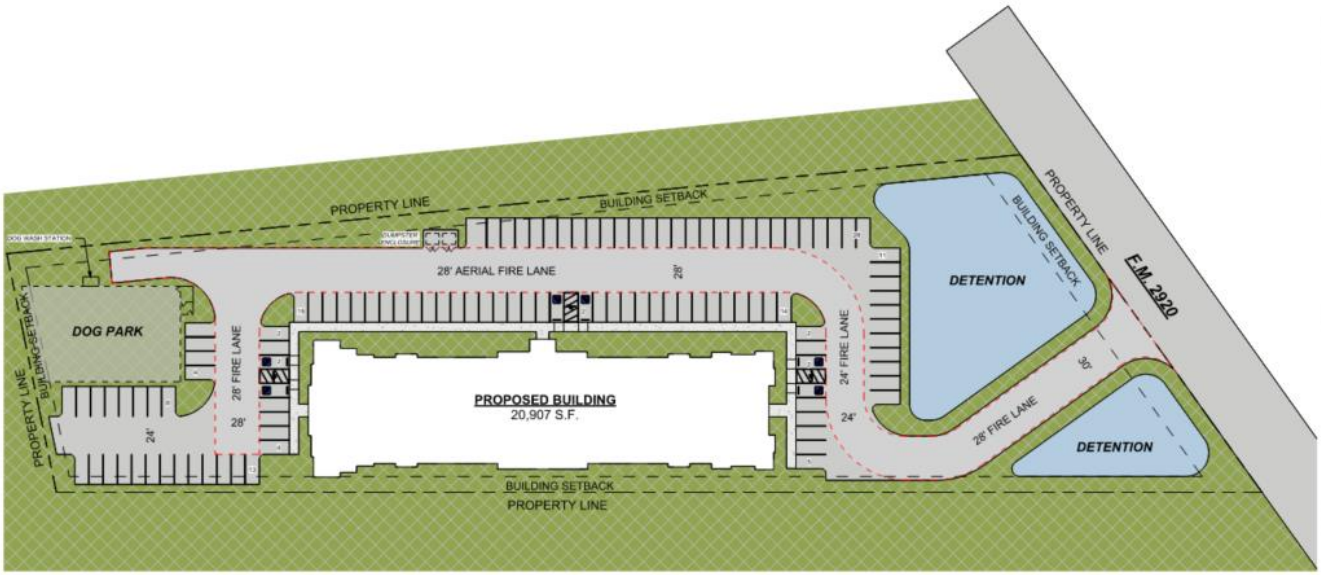
SECTION 12. ARCHITECTURAL CHARACTER

12.01 The development shall incorporate a coordinated architectural character intended to establish a high-quality residential community compatible with the evolving FM 2920 corridor.

12.02 Exterior building materials shall consist primarily of masonry, stone veneer, stucco systems, fiber cement siding, architectural accents, and other durable materials approved by the City.

12.03 Building elevations shall incorporate varying materials, articulated massing, covered entries, balconies, façade projections, roofline variation, and similar architectural features intended to create visual depth and avoid monotonous building appearances.

12.04 The development is intended to function as a boutique-style multifamily residential community emphasizing architectural quality, enhanced landscaping, and corridor compatibility rather than a high-density conventional apartment project.



DISCLAIMER

THIS DRAWING IS ONLY INTENDED FOR USE AS A MASTER PLAN, PRELIMINARY DESIGN, OR A DESIGN CONCEPT DRAWING AND SHOULD NOT BE USED FOR PRICING, REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION. UPON OWNER APPROVAL, CONSTRUCTION DRAWINGS WHICH DESCRIBE THE WORK IN MORE DETAIL SHOULD BE PREPARED.

CODE COMPLIANCE

THE PROPOSED PROJECT SHALL COMPLY WITH THE FOLLOWING CITY OF TOMBALL APPLICABLE CODES, INCLUDING ALL ACCEPTED AMENDMENTS:

JURISDICTIONAL INFORMATION

2021 INTERNATIONAL BUILDING CODE (IBC)
2021 INTERNATIONAL RESIDENTIAL CODE (IRBC)
2021 INTERNATIONAL PLUMBING CODE (IPC)
2021 INTERNATIONAL MECHANICAL CODE (IMC)
2023 NATIONAL ELECTRIC CODE (NEC)
2021 INTERNATIONAL FIRE CODE (IFC)
2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2012 TEXAS ACCESSIBILITY STANDARDS (TAS)

PROJECT INFORMATION

SITE INFORMATION

TOTAL SITE: 5.01 ACRES
DETENTION: 0.42 ACRES
BUILDING COVERAGE: 17.27%

BUILDING CALCULATIONS

PROPOSED BUILDING FOOTPRINT: 20,907 S.F.

FIRST FLOOR
UNIT AREA: 17,722 S.F.
CORRIDOR: 2,982 S.F.
TOTAL: 20,704 S.F.
SECOND FLOOR
UNIT AREA: 17,722 S.F.
CORRIDOR: 2,192 S.F.
TOTAL: 19,914 S.F.
THIRD FLOOR
UNIT AREA: 17,722 S.F.
CORRIDOR: 2,192 S.F.
TOTAL: 19,914 S.F.

TOTAL BUILDING S.F.: 60,532 S.F.

UNIT TYPES

1 BEDROOM
A1: 635 SF - 12 TOTAL

2 BEDROOM
B1: 1,132 SF - 12 TOTAL
B2: 1,170 SF - 12 TOTAL
B3: 1,219 SF - 8 TOTAL

3 BEDROOM
C1: 1,388 SF - 4 TOTAL

UNIT BREAKDOWN

FIRST FLOOR
A1: 4 UNITS
B1: 4 UNITS
B2: 4 UNITS
B3: 2 UNITS
C1: 2 UNITS
TOTAL: 16 UNITS

SECOND FLOOR
A1: 4 UNITS
B1: 4 UNITS
B2: 4 UNITS
B3: 2 UNITS
C1: 2 UNITS
TOTAL: 16 UNITS

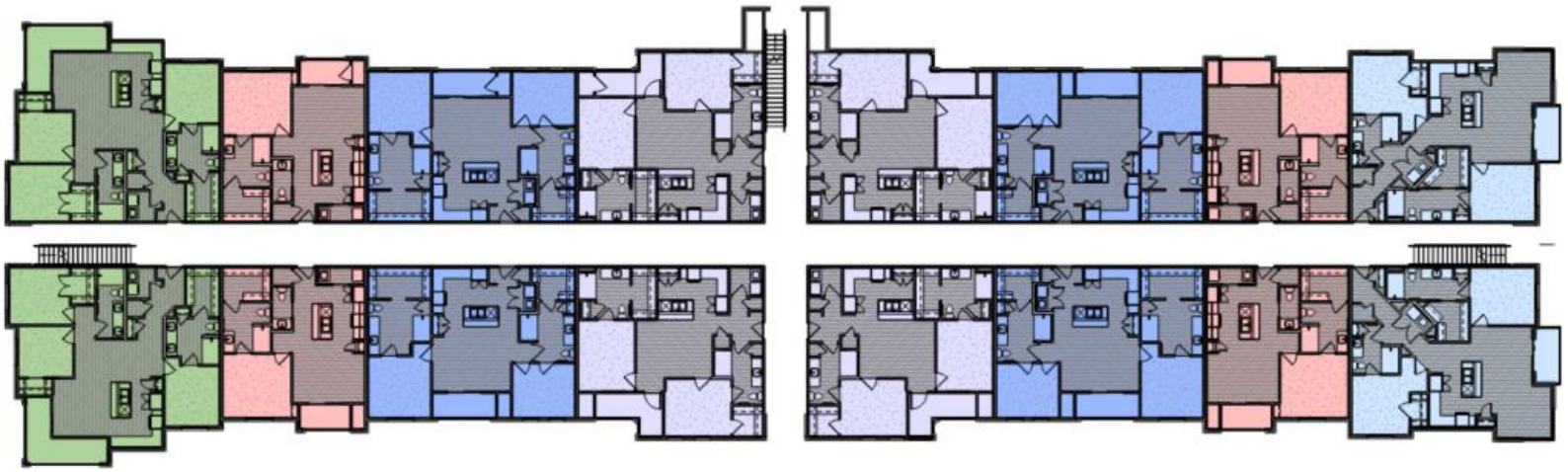
THIRD FLOOR
A1: 4 UNITS
B1: 4 UNITS
B2: 4 UNITS
B3: 2 UNITS
C1: 2 UNITS
TOTAL: 16 UNITS

TOTAL BUILDING - 48 UNITS (52,100 SF)

PARKING CALCULATIONS

REQUIRED PARKING: 117
PROVIDED STANDARD PARKING: 111
PROVIDED ADA PARKING: 6
TOTAL PROVIDED PARKING: 117

1" = 30'-0"



UNIT TYPES

1 BEDROOM
- A1: 835 SF - 12 TOTAL

2 BEDROOM
- B1: 1,132 SF - 12 TOTAL
- B2: 1,170 SF - 12 TOTAL
- B3: 1,219 SF - 6 TOTAL

3 BEDROOM
- C1: 1,368 SF - 6 TOTAL

UNIT BREAKDOWN

FIRST FLOOR
- A1: 4 UNITS
- B1: 4 UNITS
- B2: 4 UNITS
- B3: 2 UNITS
- C1: 2 UNITS
- TOTAL: 16 UNITS

UNIT BREAKDOWN

SECOND FLOOR
- A1: 4 UNITS
- B1: 4 UNITS
- B2: 4 UNITS
- B3: 2 UNITS
- C1: 2 UNITS
- TOTAL: 16 UNITS

UNIT BREAKDOWN

THIRD FLOOR
- A1: 4 UNITS
- B1: 4 UNITS
- B2: 4 UNITS
- B3: 2 UNITS
- C1: 2 UNITS
- TOTAL: 16 UNITS

TOTAL BUILDING - 48 UNITS
(53,166 SF)

3/32" = 1'-0"

EAST ELEVATION
3/32" = 1'-0"

WEST ELEVATION
3/32" = 1'-0"

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:
Conduct a public hearing and consideration to approve Zoning Case Z26-07: Request by Lessing Property Holdings LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tract 5 of Block 3, one tract containing approximately 0.07 acres of land, situated in the Hirschfield Farms Sec.1 Unrecorded Plat, located north of the northeast intersection of State Highway 249 and Hirschfield Road (13918 Hirschfield Road). The applicant is requesting to match the zoning of the rest of their property.

Adopt, on First Reading, Ordinance No. 2026-18, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.07 acres of land legally described as being one tract of land, situated in the Hirschfield Farms Sec.1 Unrecorded Plat from the Agricultural (AG) zoning district to the General Retail (GR) zoning district. The property is located at 13918 Hirschfield Road, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Origination: Lessing Property Holdings LLC

Recommendation:

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

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. 2026-18

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 0.07 ACRES OF LAND LEGALLY DESCRIBED AS BEING ONE TRACT OF LAND, SITUATED IN THE HIRSCHFIELD FARMS SEC.1 UNRECORDED PLAT FROM THE AGRICULTURAL (AG) ZONING DISTRICT TO THE GENERAL RETAIL (GR) ZONING DISTRICT. THE PROPERTY IS LOCATED AT 13918 HIRSCHFIELD ROAD, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Lessing Property Holdings LLC, have requested to amend the Tomball Code of Ordinances, by rezoning approximately 0.07 acres of land legally described as being one tract of land, situated in the Hirschfield Farms Sec.1 Unrecorded Plat from the Agricultural (AG) zoning district to the General Retail (GR) zoning district; and

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

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

Whereas, the City Council deems it appropriate to grant a rezoning to the 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 be

adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other 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: 13918 Hirschfield Road, within the City of Tomball, Harris County, Texas.

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
JULY 13, 2026
&
CITY COUNCIL
JULY 20, 2026

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, July 13, 2026, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, July 20, 2026, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z26-05: Request by Joe E. Evans, Abigail L. Bailey, and Janae E. Evans to consider a zone change from Agricultural (AG) and Commercial (C) to Planned Development (PD) on Tract 5D, one tract containing approximately 2.96 acres of land, situated in the C Goodrich Survey, Abstract 311, located west of the northwest intersection of FM 2920 and Park Road (15226 FM 2920). The applicant is requesting to allow for the properties to be developed for multi-family uses.

Zoning Case Z26-07: Request by Lessing Property Holdings LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tract 5 of Block 3, one tract containing approximately 0.07 acres of land, situated in the Hirschfield Farms Sec.1 Unrecorded Plat, located north of the northeast intersection of State Highway 249 and Hirschfield Road (13918 Hirschfield Road). The applicant is requesting to match the zoning of the rest of their property.

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 7th day of July 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 Z26-07 **6/22/2026**

The Planning & Zoning Commission will hold a public hearing on **July 13, 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 Lessing Property Holdings LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tract 5 of Block 3, one tract containing approximately 0.07 acres of land, situated in the Hirschfield Farms Sec.1 Unrecorded Plat, located north of the northeast intersection of State Highway 249 and Hirschfield Road (13918 Hirschfield Road). The applicant is requesting to match the zoning of the rest of their property.

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 **July 20, 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 #: Z26-07
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: _____

City of Tomball
Community Development Department

Z26-07

Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: July 13, 2026
City Council Public Hearing Date: July 20, 2026

Rezoning Case:	Z26-07
Property Owner(s):	Lessing Property Holdings LLC
Applicant(s):	AD Solutions
Legal Description:	Request by Lessing Property Holdings LLC to consider a zone change from Agricultural (AG) to General Retail (GR) on Tract 5 of Block 3, one tract containing approximately 0.07 acres of land, situated in the Hirschfield Farms Sec.1 Unrecorded Plat
Location:	North of the northeast intersection of State Highway 249 and Hirschfield Road (13918 Hirschfield Road) (Exhibit "A")
Area:	0.07 acres
Comp Plan Designation:	Corridor Commercial (Exhibit "B")
Present Zoning:	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	PD-5	RMS Breaux Machine Works
South	General Retail (GR)	Spas Unlimited
East	General Retail (GR)	Spas Unlimited
West	Tomball ETJ	State Highway 249

BACKGROUND

The subject property has been within the City of Tomball's AG zoning district since the adoption of zoning in February 2008. The applicant's request aims to unify the owner's entire property within one zoning district and allow for the development of additional parking and building space.

ANALYSIS

Comprehensive Plan Analysis: The property is designated as "Corridor Commercial" by the Comprehensive Plan's Future Land Use Map. 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 the SH 249 frontage road which is designed to accommodate traffic associated with developments within the General Retail district. The applicant is requesting the zone change to bring the entire property under the same zoning designation.

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 June 22, 2026. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

EXHIBITS

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

Exhibit "A"
Aerial Location Map

Location

Zoning Case

Zoning Case #: Z26-07
Current Zoning: AG (Agricultural)
Proposed Zoning: GR (General Retail)

Legend

Rezoning Boundary

Exhibit "B"
Future Land Use Plan

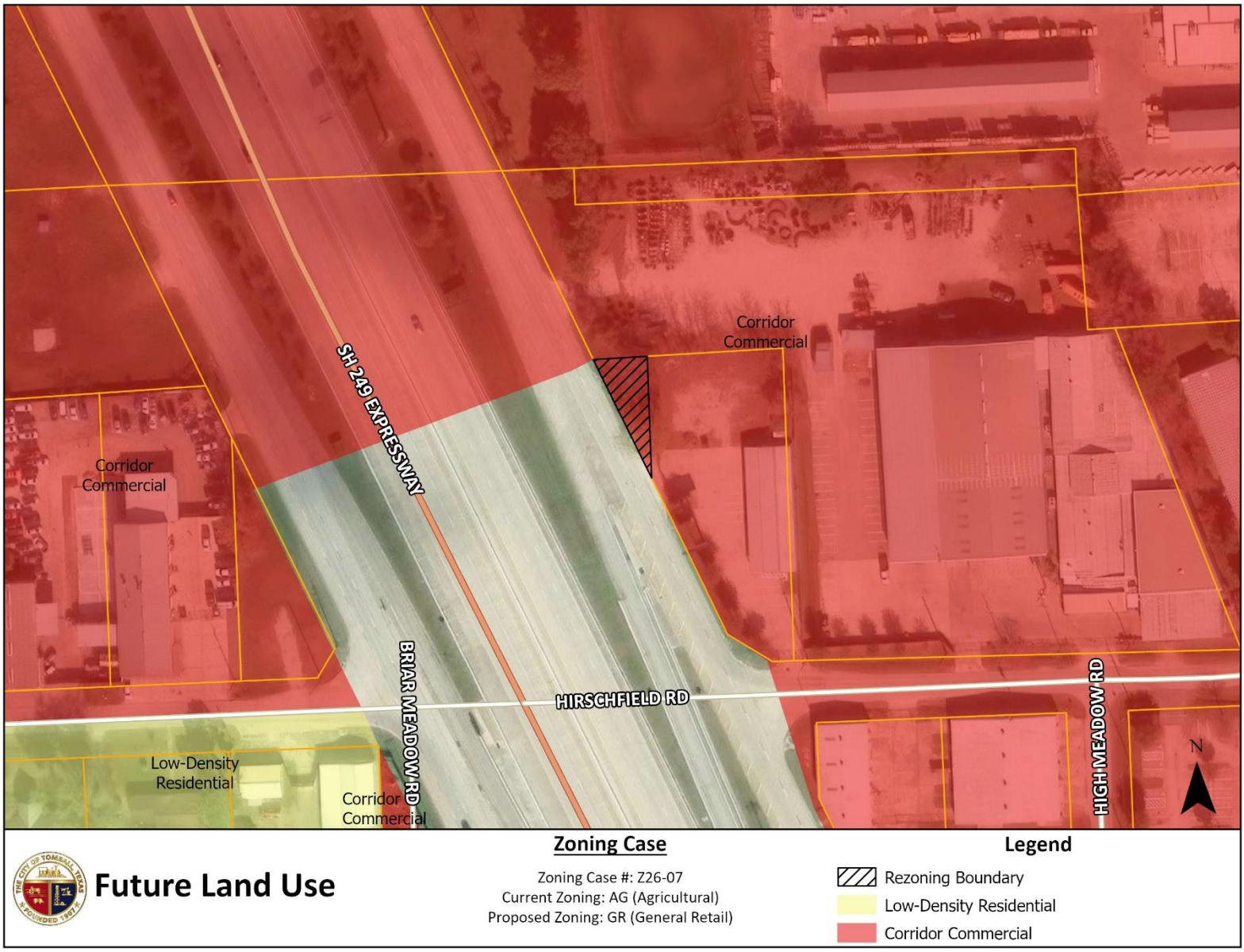


Exhibit "C"
Zoning Map

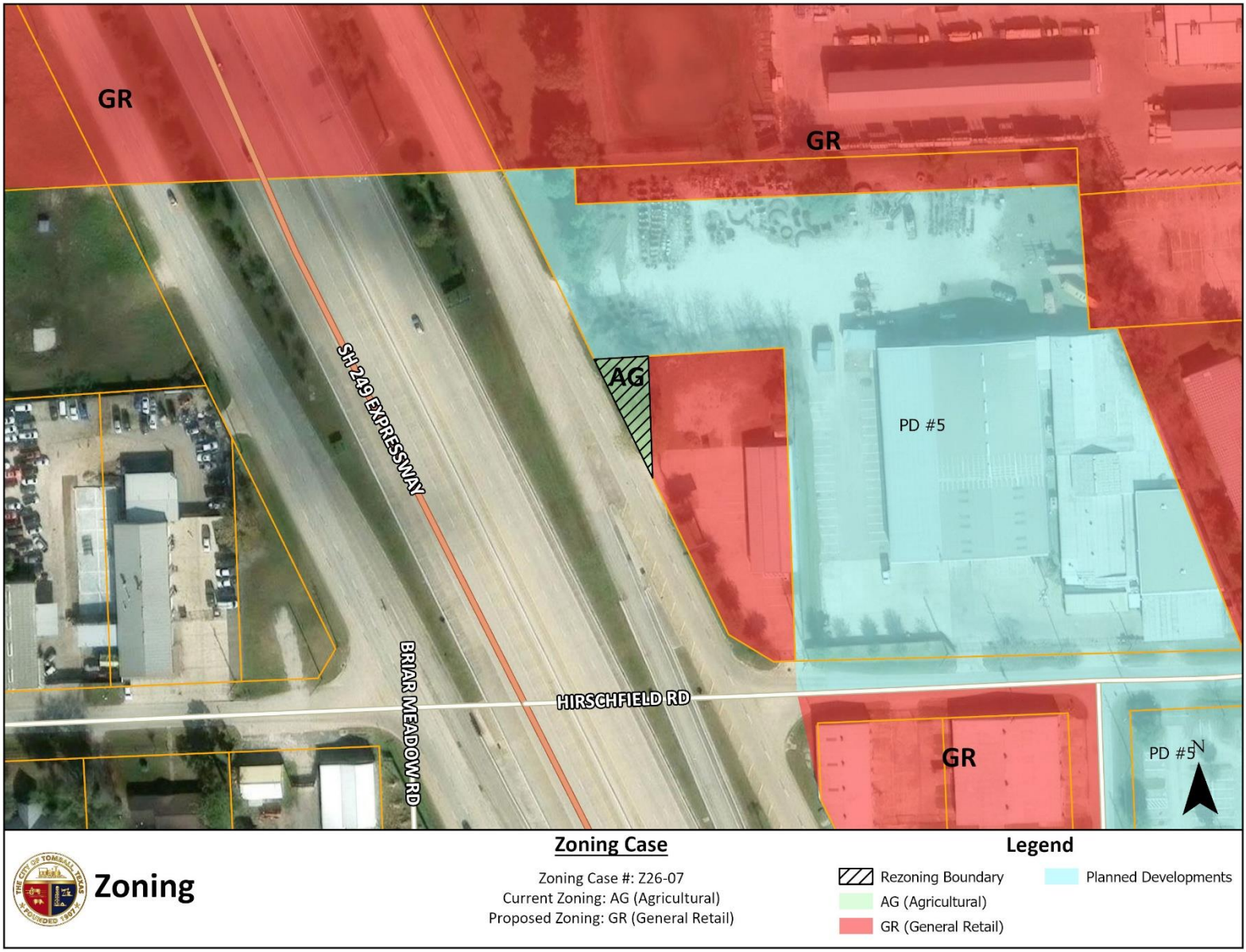


Exhibit "D"
Site Photo(s)

Subject Property (North)

Neighbor (South)

Neighbor (East)

Neighbor (West)

Exhibit "E"
Rezoning Application

RSP DESIGNS, LLC
12222 SCOTTSDALE, MEADOWS PLACE, TEXAS 77477
832 – 419 – 7363

April 28, 2026

Re: Spas Unlimited
13918 Hirschfield Road
Tomball, Texas 77377

To Whom It May Concern,

On behalf of my client, Spas Unlimited, we would like to formally request a rezoning of property recently purchased by Lessing Property Holdings, LLC. The reason for this requested rezoning is that currently, the lot is Zoned as AG, agricultural use and the owner would like to use it for commercial use under the GR general retail zoning district.

The lot in question is known as Lot Five (5), Block Three (3), of Hirschfield Farms, Section One (1), an unrecorded subdivision which is a portion of a 112 acre tract of land in the John M. Hooper Survey, Abstract 375, in Harris County, Texas, and being a part of that certain 112 acres, more or less, as described in Deed to Warren Pennington, et al, recorded in Volume 7080, page 229, of the Deed Records of Harris County, Texas, said Lot Five (5), Block Three (3), being fully described in the metes and bounds therein.

Currently, the land is in the replatting process with Harris County and we expect it to be completed shortly. With that in mind, and after meeting with the City of Tomball in a Pre-Development Meeting, we would like to pursue this rezoning process as soon as possible.

Please contact my office or the Project Manager, AD Solutions, if you have any further questions.

Respectfully,
Steve Peña
President
RSP Designs, LLC

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: AD Solutions Title: Project Management Company

Mailing Address: 7802 Riptide Dr City: Houston State: Texas

Zip: 77072 Contact: Amber Machacek

Phone: (979) 583-8334 Email: info@a-d-solutions.com

Owner

Name: Lessing Property Holdings LLC Title: Owner

Mailing Address: 2151 F.M 1960 City: Houston State: Texas

Zip: 77073 Contact: David Lessing

Phone: (281) 784-1900 Email: david@spasunlimited.com

Engineer/Surveyor (if applicable)

Name: Civil Surv Land Surveying LLC Title:

Mailing Address: 10590 Westoffice Dr #100 City: Houston State: Texas

Zip: 77042 Contact:

Phone: (713) 839-9181 Fax: ( ) Email: civilsurvlandsurveying@gmail.com

Description of Proposed Project: combining small piece of property to exiting property. Adding a new showroom building

Physical Location of Property: 13918 Hirschfield RD.-corner of Hirschfield Rd and 249.

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 4, BLK 3 Hirschfield Farms Sec 1 U/R

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (AG) : Agricultural

Revised: 08/25/2023

Current Use of Property: vacant-grass

Proposed Zoning District: (GR): General Retail

Proposed Use of Property: particle parking lot and small part of new building

HCAD Identification Number: 1047730000004 Acreage: _____

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 Amber Machacek 04/29/2026

Signature of Applicant **Date**

X 4/29/2026

Signature of Owner **Date**

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:

Approve Resolution No. 2026-33, A Resolution by the City Council of the City of Tomball, Texas, Authorizing Publication of Notice of Intention to Issue Certificates of Obligation; Approving the Preparation of a Preliminary Official Statement; And Approving Other Matters Incidental Thereto

Background:

As part of the ongoing Capital Improvement Program, the City identified the need to issue additional debt for key infrastructure projects in Fiscal Year 2026-2027. The planned issuance includes funding for water and sewer projects. The bond issuance will provide $33,000,000 in proceeds to use for project expenditures.

In order to meet statutory timelines, the Notice of Intent resolution is scheduled for City Council consideration on July 20,2026, with the issuance ordinance scheduled for September 21, 2026. Please note that the Notice of Intent is the first step in the debt issuance process. It establishes the maximum amount for the issuance but does not obligate the City to issue debt.

Origination: Finance

Recommendation:

Approve Resolution No. 2026-33 – Notice of Intent to Issue Certificates of Obligation, Series 2026

Party(ies) responsible for placing this item on agenda: Bragg Farmer, Finance 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: Bragg Farmer 07.09.2026 **Approved by:** _____
Staff Member Date City Manager Date

RESOLUTION NO. 2026-33

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §
CITY OF TOMBALL §

WHEREAS, the City Council of the City of Tomball, Texas (the "City") deems it advisable to issue certificates of obligation (the "Certificates") of the City in accordance with the notice hereinafter set forth; and

WHEREAS, the City desires to approve the preparation of a preliminary official statement (the "Preliminary Official Statement") in anticipation of its issuance of the Certificates; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; NOW, THEREFORE

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

Section 1. The findings, determinations, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City's intention to issue the Certificates (the "Notice").

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper that is of general circulation in the City, the date of the first publication to be at not later than the day before the forty-fifth (45^{th}) day before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 5. For purposes of section 1.150-2(d) of the Treasury Regulations, this Notice serves as the City's official declaration of intent to reimburse itself from proceeds of the Certificates in the maximum principal amount and for expenditures paid in connection with the projects, each as set forth in Exhibit A hereof. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

Section 6. The Mayor, the City Manager, the Finance Director, City Secretary and other appropriate officials of the City, the City's financial advisor, Hilltop Securities Inc., and bond counsel, Bracewell LLP, are authorized and directed to proceed with the preparation of the Preliminary Official Statement and to make other necessary arrangements for the sale of the Certificates at a future meeting of the City Council of the City.

Section 7. The City hereby authorizes the preparation and distribution of a Preliminary Official Statement relating to the Certificates and authorizes the City Manager or Finance Director to deem "final" such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 8. The Mayor, City Manager, Finance Director, City Secretary, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 9. The notice and agenda relating to this meeting and heretofore posted by the City Secretary, and the posting thereof, are hereby authorized, approved, and ratified.

Section 10. This resolution shall take effect immediately upon its passage by the City Council of the City.

[Execution Page to Follow]

PASSED AND APPROVED on this the 20th day of July, 2026.

Thomas Harris III City Secretary City of Tomball, Texas	Lori Klein Quinn Mayor City of Tomball, Texas

[SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Tomball, Texas (the "City"), will meet at City Hall, 401 Market Street, Tomball, Texas 77375 at 6:00 p.m. on September 21, 2026, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation (the "Certificates"), in the maximum aggregate principal amount not to exceed $33,000,000 payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City's water and sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the design, construction, and equipment of improvements to the City's water and sewer system, including the south wastewater treatment plant and the east water plant; and (ii) the cost of professional services incurred in connection therewith. The estimated combined principal and interest required to pay the Certificates on time and in full is $59,390,934. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of 4.37%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount of outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated as self-supporting in Resolution No. 2026-33, dated July 20, 2026, which resolution is available from the City upon request) is $71,264,021. Based on the City's expectations, as of the date of this notice, the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is $113,043,543.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 20th day of July, 2026.

Thomas Harris
City Secretary
City of Tomball, Texas

EXHIBIT B

SELF-SUPPORTING DEBT

Principal Amount Designated as Self Supporting	Series Designation
$3,715,000	General Obligation Refunding Bonds, Series 2020
$2,035,979	Combination Tax and Revenue Certificates of Obligation, Series 2016
$12,955,000	Combination Tax and Revenue Certificates of Obligation, Series 2025
$18,705,979	**Total Principal Amount Designated as Self-Supporting**

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §

I, the undersigned officer of the City Council of the City of Tomball, Texas, hereby certify as follows:

1. The City Council of the City of Tomball, Texas, convened in a regular meeting on the 20th day of July, 2026, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Lori Klein Quinn	Mayor
Shelley Michna	Councilman, Position 1
Paul Garcia	Councilman, Position 2
Dane Dunagin	Councilman, Position 3
Lisa A. Covington	Councilman, Position 4
Randy Parr	Mayor Pro Tem and Councilman, Position 5

and all of said persons were present, except the following absentee(s): [_____], thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. 2026-33

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

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

_____ Members shown present voted "Aye."

_____ Members shown present voted "No."

_____ Member(s) of City Council shown present abstained from voting.

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said

meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 20th day of July, 2026.

_____

Thomas Harris III
City Secretary
City of Tomball, Texas

[SEAL]

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:

Approve a Joint Participation Interlocal Agreement with Harris County for the donation and conveyance of land located at 1414 E. Hufsmith (Broussard Community Park) by a Lease Agreement for a term of 30 years for the purpose of constructing a future community center.

Background:
Staff has worked with Harris County to develop a Joint Participation Interlocal Agreement for the donation and conveyance of Broussard Community Park located at 1414 E. Hufsmith from the City of Tomball to Harris County by a Lease Agreement for a term of 30 years.

The land will be utilized by Harris County for the development and construction of a future community center to serve the surrounding community as well as certain drainage improvements within the park. The agreement outlines the terms and responsibilities of each party, including lease terms, intended use, adherence to regulations set forth by Texas Parks and Wildlife relating to the City's previous grant, and reversionary rights if the community center is not constructed within five years.

Staff recommends approving the Joint Participation Interlocal Agreement and authorizing the City Manager to execute the agreement and Lease Agreement, and any other necessary documents to complete the land donation and conveyance to Harris County.

Origination: Project Management

Recommendation:

Staff recommends approving the Joint Participation Interlocal Agreement and authorizing the City Manager to execute the agreement and Lease Agreement, and any other necessary documents to complete the land donation and conveyance to Harris County.

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: #_____

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

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

JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement ("Agreement") is entered into by and between **Harris County** ("County") and **City of Tomball** ("City") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791.001, *et seq*. County and City may each be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, it is of mutual benefit to both Parties to construct a new community center and parking improvements within Mathews Park, as well as certain drainage improvements in Broussard Park, ("Community Center Project"), as generally described in **Exhibit A** attached hereto and incorporated herein by reference;

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Community Center Project; and

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. County's Responsibilities

(i) County will design the Community Center Project plans, specifications, and estimates ("PS&E") and send to the City for review. Should the City desire to make changes to such PS&E, the Parties agree to meet and resolve all issues within ten (10) business days of the City's receipt of the PS&E in order to finalize an agreed upon PS&E for the Community Center Project. If the City does not provide a response on the Community Center Project PS&E provided by the County within ten (10) business days from its receipt of the same, then the Community Center Project PS&E submitted to the City by the County will be deemed approved.

(ii) County agrees to provide funds not to exceed Eight Million and No/100 Dollars ($8,000,000.00) toward the cost of the Community Center Project. Notwithstanding anything to the contrary set forth in this Agreement, if at any time during the planning or construction of the Community Center Project it is determined that costs shall exceed the above-stated amount, the Parties agree to adjust the size and/or scope of the Community Center Project to meet this amount. The Parties understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum amount that the County shall become liable to pay under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Eight Million and No/100 Dollars ($8,000,000.00).

(iii) The County shall be responsible for obtaining all necessary permits and jurisdictional approvals for construction of the Community Center Project.

(iii) Upon approval of the PS&E, the County will advertise for and receive bids for construction of the Community Center Project, in a manner similar to that of other County projects.

(iv) Upon receipt of bids for the construction of the Community Center Project the County shall determine the lowest and best bidder for the Community Center Project and provide the bids for the Community Center Project to the City with its recommendation for award of the construction contract to such lowest and best bidder, as determined by the Harris County Commissioners Court.

(v) Upon award of a contract for construction for each of the Community Center Project, the County will:

(a) Manage and inspect the construction of the Community Center Project in a manner similar to that of other County construction projects; and

(b) Through its contractor, construct the Community Center Project in accordance with the PS&E approved by the City. The County may make minor changes in the PS&E through change(s) in contract ("CIC") that the County deems to be necessary or desirable during the construction of the Community Center Project, so long as the original scope and intent of the Community Center Project is maintained.

(vi) Continue to assume responsibility for the ongoing maintenance and repairs of the Community Center Project upon completion. The County's responsibility will end in the event that this Agreement is terminated for any reason.

(vii) The County shall comply with the provisions of the Texas Parks and Wildlife Local Park Grant Project Agreement by and between the City of Tomball, Texas and the Texas Parks and Wildlife Department dated September 18, 2015, a copy of which is attached hereto as **Exhibit B**.

B. City's Responsibilities

(i) The City will donate and convey a leasehold interest to the County the property where the Broussard Park is located by Lease Agreement executed by and between the Parties for a term of Thirty (30) years for public park and drainage purposes. The form of Lease Agreement to be executed by the Parties and the above-described property lease therein (the "Lease Premises") are attached hereto as **Exhibit C** attached hereto and incorporated herein by reference. The City further agrees to

execute now and in the future any and all documents reasonably required by the County to complete this transaction.

(ii) The City may not sell or change the use of all or any part of the Lease Premises without the prior written consent of the County.

(iii) Should all or part of the Lease Premises be sold or its use changed by agreement of the parties prior to the end of the Term of the Lease, the County shall at its sole discretion, have the option to remove any and all structures or improvements placed on the property or at the County's option the County shall be compensated by the City in an amount equal to the then fair market value of the improvements so taken.

(iv) This Agreement is subject to any and all prior agreements between the City and third parties. City shall provide County with a list of any third party agreements and/or deeds, conveyances, and source instruments affecting the Property or Lease Premises on or before this Agreement is approved by the governing bodies hereto. City agrees to assign all its right, title, and interest in and to any such third party agreements to the County, as applicable.

Section 2. Funding of the Project

The County agrees to provide an amount not to exceed Eight Million and 00/100 Dollars ($8,000,000.00) toward the completion of the Community Center Project.

Section 3. Term and Termination

A. This Agreement shall commence upon final execution by all the Parties (the "Effective Date") and shall remain in full force and effect until the completion of construction of the Project ("Term").

B. This Agreement may be terminated by the County before award of the construction contract and at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

Section 4. Limitation of Appropriation

A. City understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County is not currently appropriating any funds for the Project. County may appropriate funds to complete the Project, but such funds shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified available by the Harris County Auditor.

B. City understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that failure of the Harris County Auditor to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

Section 5. Miscellaneous

A. Non-Assignability. The County and the City bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor the City shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party.

B. Notice. Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in an envelope with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the City at the following addresses:

City: City of Tomball
501 James St.
Tomball, TX 77375
Attention: Drew Huffman
Email: dhuffman@tomballtx.gov

County: Harris County Office of the County Engineer
1111 Fannin Street, 11th Floor
Houston, Texas 77002
Attention: Interagency Agreement Coordinator

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

C. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. Neither the City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

D. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than the City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of the County with respect to any third party.

E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

F. No Personal Liability; No Waiver of Immunity.

(1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

(2) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided for in the Texas Constitution and the laws of the State of Texas.

(3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

G. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

H. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

I. Contract Construction.

(1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

(2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

(3) When terms are used in the singular or plural, the meaning shall apply to both.

(4) When either the male or female gender is used, the meaning shall apply to both.

J. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

K. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

L. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

M. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

N. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

O. Warranty. By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

[EXECUTION PAGE FOLLOWS]

HARRIS COUNTY

By:_____
Lina Hidalgo
County Judge

APPROVED AS TO FORM:

JONATHAN FOMBONNE
County Attorney

By:_____
Robert de los Reyes
Assistant County Attorney
CAO File No. 24GEN2087

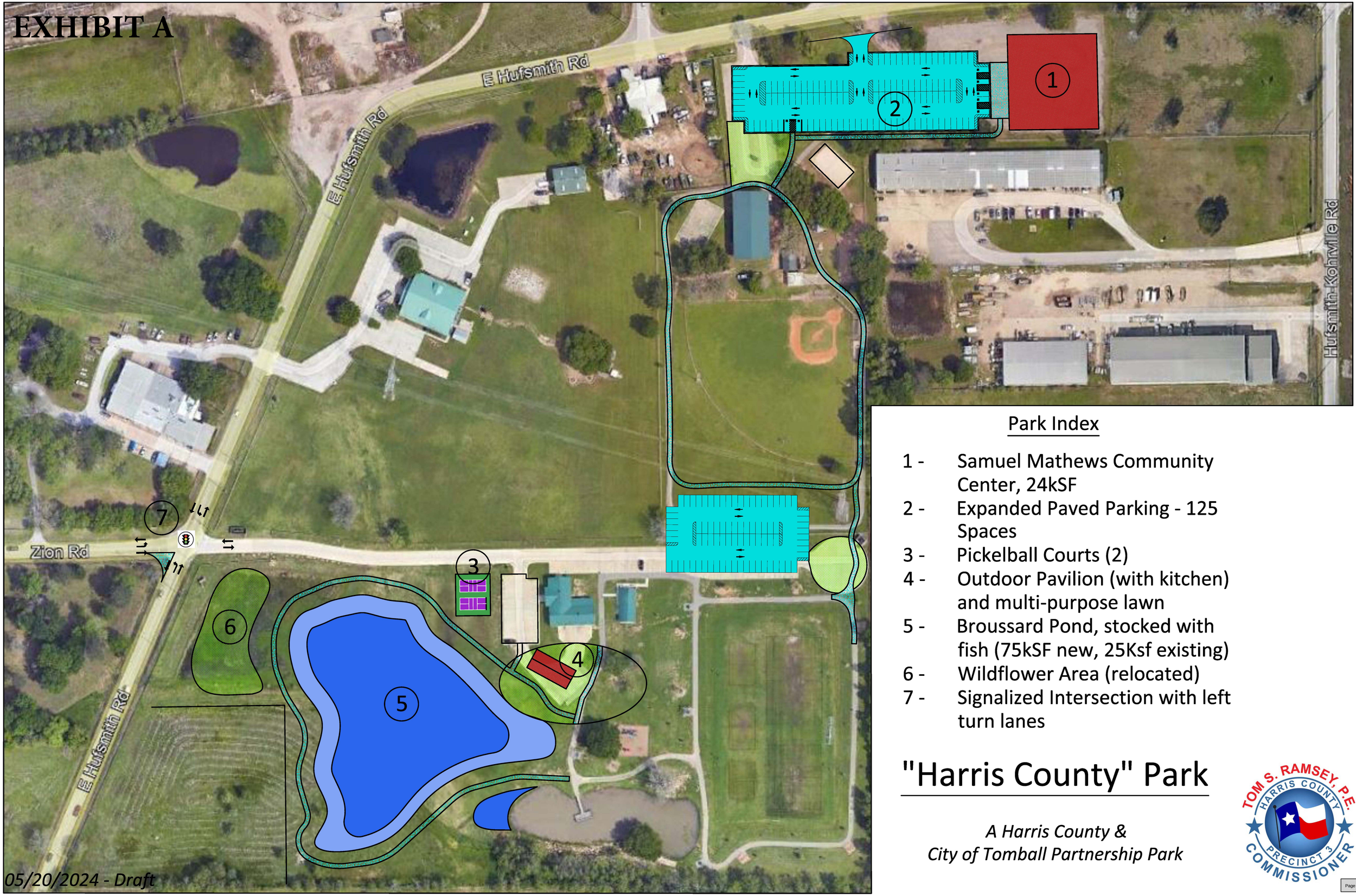
CITY OF TOMBALL

By:_____
David Esquivel
City Manager

ATTEST

By:_____
Secretary

EXHIBIT A



Park Index

1 - Samuel Mathews Community Center, 24kSF
2 - Expanded Paved Parking - 125 Spaces
3 - Pickelball Courts (2)
4 - Outdoor Pavilion (with kitchen) and multi-purpose lawn
5 - Broussard Pond, stocked with fish (75kSF new, 25Ksf existing)
6 - Wildflower Area (relocated)
7 - Signalized Intersection with left turn lanes

"Harris County" Park

A Harris County &
City of Tomball Partnership Park

05/20/2024 - Draft

TOM S. RAMSEY, P.E.
HARRIS COUNTY
PRECINCT 3
COMMISSIONER

EXHIBIT B

Interlocal Agreement - City of Tomball - 2024

Precinct 3

Date 01.13.2025

Description	Estimated Cost (Estimate Used In Agreement)
Harris County Portion [Not to exceed]	$8,000,000.00
City of Tomball	$0.00
Subtotal	**$8,000,000.00**
Total Cost	**$8,000,000.00**

LEASE AGREEMENT BETWEEN
THE CITY OF TOMBALL AND HARRIS COUNTY

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Lease Agreement ("**Lease**") is entered into by and between the **CITY OF TOMBALL** ("**City**" or "**Lessor**"), and **HARRIS COUNTY**, a body corporate and politic under the laws of the State of Texas ("**County**" or "**Lessee**"). Lessor and Lessee are each also referred to individually as a "Party" and collectively as the "Parties" herein.

RECITALS

WHEREAS, the City is owner of real property commonly known as Broussard Community Park located at 1414 E. Hufsmith Road, Tomball, Texas 77375, by virtue of that certain Special Warranty Deed to the City as Grantee therein, recorded at Harris County Official Public Record Instrument No. 20140478444 (the "**Property**");

WHEREAS, the County is owner of adjacent real property commonly known as Matthews Park located at 1728 E. Hufsmith Road, Tomball, Texas 77375;

WHEREAS, it is of mutual benefit to both Parties for the County to construct a new community center within Matthews Park and to improve drainage for Matthews Park and Broussard Community Park ("**Community Center Project**"), as generally described in **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Community Center Project pursuant to the terms of that certain Joint Participation Interlocal Agreement executed between the Parties of even date with this Lease ("**Interlocal Agreement**");

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

1. PREMISES

Subject to the terms of this Lease, Lessor agrees to lease the following described premises to Lessee:

A 14.3506 acre (625,112.89 square foot) tract of land being out of a called 16.637 acre tract of land, located in the John S. Smith Survey, Abstract Number 730, City of Tomball, Harris County, Texas, said 14.3506 acre tract being more particularly

depicted and described by metes and bounds on Exhibit "A" attached hereto and made a part hereof (the "Lease Premises").

2. TERM; RENEWAL

This Lease shall commence upon execution by both Parties, and continue for a term of thirty (30) years ("**Primary Term**"), unless sooner terminated in accordance with the provisions of this Lease and the Interlocal Agreement. This Lease shall automatically renew under the same terms and conditions for additional, successive terms of ten (10) years (each a "**Renewal Term**"), unless either Party opts to terminate renewal of the Lease by providing the other Party written notice of termination no later than ninety (90) days before the expiration of the Primary Term or any such Renewal Term.

3. PURPOSE & USE

Lessee agrees to use the Premises for the provision of services as set forth herein and in fulfilment of the terms and conditions of the Interlocal Agreement. It is the intent of the Parties that the County shall have any and all powers that are reasonable and necessary to develop and maintain the Lease Premises, including but not limited to the right to make improvements, issue, modify, and terminate licenses and concessions for the use of the Lease Premises and undertake any and all work and construction necessary to operate the Lease Premises for public park, recreational, and drainage purposes for the use and benefit of the citizens of the City and the County.

4. RENT

The Parties understand and agree that the substantial and principal consideration to the Lessor is Lessee's use of the Premises for the purposes set forth in the Interlocal Agreement, which is for the mutual benefit to both Parties for the construction and maintenance of the Community Center Project.

5. COUNTY RESPONSIBILITIES

During the term of this Lease, County will, at its own expense, perform or provide the following:

A. Construct the Community Center Project in accordance with the terms of the Interlocal Agreement, including but not limited to:

- **i.** Manage the design of the Community Center Project plans, specifications, and estimates ("PS&E") and timely send to the City for review;
- **ii.** Obtain all necessary permits and jurisdictional approvals for construction of the Community Center Project;
- **iii.** Advertise for and receive bids for construction of the Community Center Project, determine the lowest and best bidder, and provide the bids for the Community to the City with its recommendation for award, as determined by the Harris County Commissioners Court.

B. Manage and inspect the construction of the Community Center Project in a manner similar to that of other County construction projects;

C. Continue to assume responsibility for the ongoing maintenance and repairs of the Community Center Project and the Lease Premises upon completion of construction;

D. The County may, but is not obligated to, contribute additional funds, labor, and/or materials and supplies for additional improvements and maintenance on and within the Lease Premises.

E. The County shall keep and maintain the Lease Premises and all improvements thereon in the same manner as it maintains all other county operated parks and shall be responsible for:

- **i.** Maintaining the Lease Premises in a safe, sanitary and good state of repair and condition;
- **ii.** Keeping the grass, shrubs, and landscaped areas attractively mowed, trimmed, and edged; and
- **iii.** Keeping the Lease Premises free of litter and other rubbish.

F. Comply with the applicable provisions of the Texas Parks and Wildlife Local Park Grant Project Agreement by and between the City of Tomball, Texas and the Texas Parks and Wildlife Department dated September 18, 2015, a copy of which is attached hereto as **Exhibit "B"**.

6. CITY RESPONSIBILITIES

During the term of this Lease, the City will, at its own expense, perform the following:

A. Timely review and respond to all communication and requests for approval from the County related to the construction and PS&E of the Community Center Project;

B. The City further agrees to execute now and in the future any and all documents reasonably required by the County to complete the Community Center Project and facilitate construction and maintenance of the Lease Premises for the term of the Lease.

C. Provide County with a list of any third party agreements and/or deeds, conveyances, and source instruments affecting the Property or Lease Premises on or before this Agreement is approved by the governing bodies hereto. City agrees to assign all its right, title, and interest in and to any such third party agreements to the County, as applicable.

D. The City may, but is not obligated to, contribute additional funds, labor, and/or materials and supplies for the improvement, operation, and maintenance of the Community Center Project and Lease Premises. However, no changes, modification, alterations or improvements shall be made to the Lease Premises by the City without the prior written agreement of both Parties.

E. Use any and all efforts to ensure and maintain the peaceful and quiet occupancy of the Lease Premises by County for the term of this Lease for the use and purposes as set forth in this Lease and in fulfilment of the Interlocal Agreement.

7. FIXTURES; IMPROVEMENTS

Should all or part of the Lease Premises be sold or its use changed by agreement of the parties prior to the end of the Term of the Lease, the County shall at its sole discretion, have the option to remove any and all structures or improvements placed on the Property of Lease Premises or at the County's option the County shall be compensated by the City in an amount equal to the then fair market value of the improvements so taken.

8. BREACH; DEFAULT

Lessor and Lessee agree that neither Party to this Lease will take any action or recourse against the other for any default in the performance of either Party's obligations, or any breach of this Lease by either Party, until thirty (30) days after the non-defaulting party has given written notice to the defaulting party that sets out in detail the type and nature of the default or breach, and the failure of the defaulting party to cure such default or breach within such thirty (30) day period. Should such default by the defaulting Party continue beyond the period to cure, the non-defaulting Party may then take any remedies available to it by law.

9. TERMINATION; SURRENDER

Either Party may terminate this Lease at any time, with or without cause, for any reason whatsoever, by giving sixty (60) days written notice to the other Party, subject to the terms of the Interlocal Agreement .

10. ASSIGNMENT

Neither party may assign its rights, responsibilities, or obligations under this Lease. However, if Lessor sells, conveys, or otherwise transfers ownership of the Premises, Lessor shall assign or cause to be assigned its rights and obligations under this Lease to the party acquiring ownership of the Premises at which time the new owner of the Premises shall become Lessor under this Lease.

11. CASUALTY; CONDEMNATION

In the event the Lease Premises is damaged by fire or other casualty, Lessee Party may terminate this Lease by providing written notice to Lessor as set forth herein. Any proceeds, payment or damages, settlements, awards, or other sums paid because of a casualty loss to the Lease Premises will be the sole property of Lessor with the exception of insurance proceeds related to Lessee's personal property or fixtures which shall be the sole property of Lessee. For purposes of this Lease, any condemnation of all or a part of the Premises is a casualty loss.

12. INDEMNIFICATION; INSURANCE

Lessee is self-insured in accordance with Title 5, Chapter 101 of the Texas Civil Practice and Remedies Code and Chapter 504 of the Texas Labor Code. Lessee will provide a letter of self-insurance upon Lessor's request. .

13. TEXAS PUBLIC INFORMATION ACT

The Parties expressly acknowledge that this Lease is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq*., as amended (the "Act"). Lessor and Lessee understand and agree that either Party may receive a request under the Act and shall release any and all information necessary to comply with the Act without the prior written consent of the other. It is expressly understood and agreed that either Party to this Lease, its officers and employees may

request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to party of the request and such requesting Party shall be able to rely upon the opinion of the Attorney General received by it.

14. NOTICE

Any notice and communications permitted or required to be given under this Lease shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in an envelope with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the City at the following addresses:

City:	City of Tomball 501 James St. Tomball, TX 77375 Attention: Drew Huffman Email: dhuffman@tomballtx.gov
County:	Harris County Engineering Department 1111 Fannin Street, 11th Floor Houston, Texas 77002 Attention: Interagency Agreement Coordinator
And To:	Harris County Precinct 3 1414 Wirt Road Houston, Texas 77055 Attention: Eric Heppen

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt. Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party. Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

15. MISCELLANEOUS

A. Governing Laws. This Lease shall be governed by the laws of the State of Texas. The exclusive venue for any cause of action or claim arising out of this Lease is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas. No Party agrees to binding arbitration, nor does any Party waive its right to a jury trial.

B. Waiver. Waiver by either Party of a breach or violation of any provision of this Lease is not a waiver of any subsequent breach.

C. No Personal Liability; No Waiver of Immunity. Nothing in this Lease is construed as creating any personal liability on the part of any officer, director, or employee of the Lessor, and the Parties expressly agree that the execution of this Lease does not create any personal liability on the part of any officer, director, employee, or agent of the Lessor. The Parties agree

that no provision of this Lease extends Lessor's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Lease nor any other conduct of either Party relating to this Lease shall be considered a waiver by the Lessor of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

D. No Third Party Beneficiaries. Neither Party is obligated or liable to any third party other than the Party hereto for the performance of this Lease. Nothing in the Lease is intended or shall be deemed or construed to create any additional rights or remedies in any third party.

E. Independent Parties. This Lease is not intended to create nor shall it constitute a partnership or joint venture between the Parties. Lessor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Lessor has no authority to bind or otherwise obligate the Lessee orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the Lessee and Lessor.

F. Taxes and Charges. Lessor is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under TEX. TAX CODE ANN. §151.309, as amended. In the event any real property taxes are assessed against Lessor's property as a result of Lessee's use or occupancy of the premises, Lessee will pay the same prior to delinquency. Lessee shall pay prior to delinquency all taxes assessed against the fixtures, furnishings and all other personal property of Lessee located on the Property, if any.

G. Force Majeure. Neither Party is required to perform any term, condition, or covenant of this Lease, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such Party and which by due diligence such Party is unable to prevent or overcome.

H. Entire Agreement; Modification. This Lease contains the entire agreement between the Parties relating to the rights granted and the obligations assumed. Any modification concerning this Lease has no force and effect unless in writing and executed by both Parties.

I. Multiple Counterparts; Authority. This Lease may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Lease.

[Remainder left blank. Signature pages to follow.]

This Lease Agreement is executed by and between the undersigned as of the dates as set forth below:

LESSEE:
CITY OF TOMBALL

By:_____
David Esquivel, City Manager

Date: _____

ATTEST:

By: _____
Secretary

LESSOR:
HARRIS COUNTY, a body corporate and politic under the laws of the State of Texas

By:_____
Lina Hidalgo, County Judge

Date: _____

APPROVED AS TO FORM
Jonathan G. Fombonne
County Attorney

By_____
Justina Preston
Assistant County Attorney
CAO File No. 26RPD0082

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the County of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF A JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF TOMBALL TO CONSTRUCT A COMMUNITY CENTER IN MATHEWS PARK IN HARRIS COUNTY PRECINCT 3

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Joint Participation Interlocal Agreement between Harris County and City of Tomball to construct a community center in Mathews Park located in Precinct 3 for a cost not to exceed $8,000,000.00.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:

Approve Resolution 2026-35, a Resolution of the City Council of the City of Tomball, Texas, Appointing the City Manager as the Chief Executive Officer and Authorized Representative to Act in All Matters in Connection with the Texas Water Development Board (TWDB) Water Infrastructure and Stormwater Enhancement (WISE) grant and Committing the City to Provide Matching Funds to Secure and Complete the grant application.

Background:
The Texas Water Development Board (TWDB) has opened the application solicitation period for the Water Supply and Infrastructure Grant (WSIG) Opportunity, established under House Bill 500 (HB 500) during the 89th Texas Legislative Session. The program provides 100 percent grant funding for eligible water supply and water infrastructure projects. No local match is required. Applications are due July 30, 2026.

The City of Tomball has an opportunity to apply for grant funding to replace and upsize an aging water transmission main that serves as a primary conveyance artery within the City's water distribution system. This memorandum requests City Council authorization to file an application and designate the City Manager as the authorized representative for purposes of application execution and submission.

The proposed project involves the replacement and upsizing of approximately 7,500 linear feet of 50-year-old steel water transmission main. The existing 8-inch main runs from the City's water treatment plant along the Main Street corridor to FM 2920. The pipe was installed approximately 50 years ago and has reached the end of its serviceable life. The current alignment also runs within an active sidewalk corridor, creating significant access and maintenance constraints.

The replacement line will be upsized to 16 inches along the primary corridor, tapering to 12 inches further west where demand volumes are lower, along a realigned route that removes the pipe from the sidewalk and improves long-term access. The new alignment serves 11 lateral connections that currently depend on this trunk line for water delivery. The upsizing increases hydraulic capacity consistent with the City's projected demand growth identified in the 2026 Region H Regional Water Plan.

The existing transmission main presents a few interconnected infrastructure risks that justify immediate action:

- Age and material condition. Steel water mains installed 50 years ago are well past their design life. Aging steel pipe is susceptible to internal tuberculation, corrosion, and structural failure. A failure in this trunk line would disrupt water service to all 11 downstream connections simultaneously.
- Insufficient capacity. The existing 8-inch diameter is undersized relative to the demand it currently serves and is not adequate to support the City's projected growth. The 2026 Region H Regional Water Plan identifies a Water Management Strategy for Tomball – WUG

- Infrastructure Expansion -- with a target online decade of 2030. The proposed project delivers the local transmission infrastructure needed to support that strategy.

The project is consistent with the 2026 Region H Regional Water Plan. Tomball is identified as a project sponsor under the WUG Infrastructure Expansion Water Management Strategy, which calls for expanded water transmission capacity to meet the City's projected demand through 2050. No state water plan consistency waiver is needed. The WSIG program does not permit waivers for state water plan consistency.

The following summarizes the key terms of this grant opportunity:

Program	TWDB Water Supply and Infrastructure Grant (WSIG)
Funding Type	100% grant
Grant Request	$5,500,000
Application Deadline	July 30, 2026

Any expenses over $5,500,000 the city would cover

Origination: Project Management

Recommendation:

Staff recommends approving Resolution 2026-35 appointing the City Manager as the Chief Executive Officer and authorized representative to act in all matters in connection with the Texas Water Development Board (TWDB) Water Infrastructure and Stormwater Enhancement (WISE) grant and Committing the City to Provide Matching Funds to Secure and Complete the grant application.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

RESOLUTION NO. 2026-35

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

* * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") owns and operates a public water supply system serving its residents and customers; and

WHEREAS, the City has identified the need to replace and upsize approximately 7,500 linear feet of 50-year-old, 8-inch steel water transmission main extending from the City's water treatment plant to FM 2920, including upsizing to a 16-inch diameter main along the primary corridor and a 12-inch diameter main further west, along a realigned route serving 11 lateral connections (the "Project"); and

WHEREAS, the existing transmission main is at the end of its serviceable life, is undersized relative to current and projected system demand, and its current alignment within an active sidewalk corridor creates significant maintenance access constraints; and

WHEREAS, the Project is consistent with the Water Management Strategy for Tomball identified in the 2026 Region H Regional Water Plan as a recommended WUG Infrastructure Expansion project; and

WHEREAS, the Texas Water Development Board (TWDB) has opened the application solicitation period for the Water Supply and Infrastructure Grant (WSIG) Opportunity, established under House Bill 500 during the 89th Texas Legislative Session, which provides 100 percent grant funding with no required local match for eligible water supply and water infrastructure projects; and

WHEREAS, the application deadline for the WSIG Opportunity is July 30, 2026; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to apply for WSIG funding to finance the Project;

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

SECTION 1. That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $5,500,000 to provide for the costs of the replacement and upsizing of approximately 7,500 linear feet of water transmission main, including all associated planning, acquisition, design, and construction activities.

SECTION 2. That the City Manager of the City of Tomball be and is hereby designated the authorized representative of the City for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3. That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Tomball before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: CCM Advisers

Engineer: Oller Engineering, Inc.

PASSED, APPROVED, AND RESOLVED this 20th day of July 2026.

Lori Klein Quinn
Mayor

ATTEST:

Thomas Harris III
City Secretary

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Harris §

APPLICANT City of Tomball §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____ as the Authorized Representative of the City of Tomball, who being by me duly sworn, upon oath says that:

1. The decision by the City (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq,) and after providing such notice as required by such Act as is applicable to the City (authority, city,county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The City (authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The City (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):
None.

5. The City (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The City (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The City (authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

_____
Official Representative

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,

on this _____ day of _____, 20____.

(NOTARY'S SEAL)

_____
Notary Public, State of Texas

Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §
COUNTY OF Harris §
APPLICANT City of Tomball §

I, the undersigned, Secretary of the _____ Texas, DO HEREBY CERTIFY as follows:

1. That on the _____day of_____, 20_____, a regular/special meeting of the City Council was held; the duly constituted members of the Council being as follows:

_____

all of whom were present at the meeting, except the following:

_____

Among other business considered at the meeting, the attached resolution entitled:

"A RESOLUTION by the _____ of the _____ requesting financial participation from the Texas Water Development Board; authorizing the filing of an application for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the _____ for passage and adoption. After presentation and consideration of the resolution, and upon a motion made by _____ and seconded by_____, the resolution was passed and adopted by the _____ by the following vote:

_____voted "For" _____voted "Against" _____ abstained

all as shown in the official minutes of the _____for this meeting.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the City of Tomball; the qualified and acting members of the City of Tomball on the date of this meeting are those persons shown above and, according to the records of my office, advance notice of the time, place, and purpose of meeting was given to each member of the City Council; and that the meeting, and the deliberations of the public business described above, was open to the public and written notice of the meeting, including the subject of the resolution described above, was posted and given in advance of the meeting in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the_____, this the_____ day of_____, 20_____.

_____
Secretary

(SEAL)

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:

Approve Resolution No. 2026-36, 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 Water Development Board Grant Program.

Background:
The Texas Water Development Board (TWDB) has opened the application solicitation period for the Water Supply and Infrastructure Grant (WSIG) Opportunity, established under House Bill 500 (HB 500) during the 89th Texas Legislative Session. The program provides 100 percent grant funding for eligible water supply and water infrastructure projects. No local match is required. Applications are due July 30, 2026.

The City of Tomball has an opportunity to apply for grant funding to replace and upsize an aging water transmission main that serves as a primary conveyance artery within the City's water distribution system. This memorandum requests City Council authorization to file an application and designate the City Manager as the authorized representative for purposes of application execution and submission.

The proposed project involves the replacement and upsizing of approximately 7,500 linear feet of 50-year-old steel water transmission main. The existing 8-inch main runs from the City's water treatment plant along the Main Street corridor to FM 2920. The pipe was installed approximately 50 years ago and has reached the end of its serviceable life. The current alignment also runs within an active sidewalk corridor, creating significant access and maintenance constraints.

The replacement line will be upsized to 16 inches along the primary corridor, tapering to 12 inches further west where demand volumes are lower, along a realigned route that removes the pipe from the sidewalk and improves long-term access. The new alignment serves 11 lateral connections that currently depend on this trunk line for water delivery. The upsizing increases hydraulic capacity consistent with the City's projected demand growth identified in the 2026 Region H Regional Water Plan.

The existing transmission main presents a few interconnected infrastructure risks that justify immediate action:

- Age and material condition. Steel water mains installed 50 years ago are well past their design life. Aging steel pipe is susceptible to internal tuberculation, corrosion, and structural failure. A failure in this trunk line would disrupt water service to all 11 downstream connections simultaneously.
- Insufficient capacity. The existing 8-inch diameter is undersized relative to the demand it currently serves and is not adequate to support the City's projected growth. The 2026 Region H Regional Water Plan identifies a Water Management Strategy for Tomball – WUG
- Infrastructure Expansion -- with a target online decade of 2030. The proposed project delivers the local transmission infrastructure needed to support that strategy.

The project is consistent with the 2026 Region H Regional Water Plan. Tomball is identified as a project sponsor under the WUG Infrastructure Expansion Water Management Strategy, which calls for expanded water transmission capacity to meet the City's projected demand through 2050. No state water plan consistency waiver is needed. The WSIG program does not permit waivers for state water plan consistency.

Staff is requesting to adopt Resolution No. 2026-xx appointing the City Manager, Finance Director, Pubic Works Director, and Project Manager as authorized signatories to act in all matters in connection with any grant application and the City's participation in the Texas Water Development Board Grant Program including executing the grant application and any subsequent contractual documents.

Origination: Project Management

Recommendation:

Staff recommends approving Resolution No. 2026-36, designating authorized signatories for contractual and financial documents pertaining to the submission of an application to the Texas Water Development Board Grant Program.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ 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. 2026-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS AUTHORIZING CITY REPRESENTATIVES IN MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS WATER DEVELOPMENT BOARD GRANT PROGRAM.

* * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") owns and operates a public water supply system serving its residents and customers; and

WHEREAS, the City has identified the need to replace and upsize approximately 7,500 linear feet of 50-year-old, 8-inch steel water transmission main extending from the City's water treatment plant to FM 2920, including upsizing to a 16-inch diameter main along the primary corridor and a 12-inch diameter main further west, along a realigned route serving 11 lateral connections (the "Project"); and

WHEREAS, the existing transmission main is at the end of its serviceable life, is undersized relative to current and projected system demand, and its current alignment within an active sidewalk corridor creates significant maintenance access constraints; and

WHEREAS, the Project is consistent with the Water Management Strategy for Tomball identified in the 2026 Region H Regional Water Plan as a recommended WUG Infrastructure Expansion project; and

WHEREAS, the Texas Water Development Board (TWDB) has opened the application solicitation period for the Water Supply and Infrastructure Grant (WSIG) Opportunity, established under House Bill 500 during the 89th Texas Legislative Session, which provides 100 percent grant funding with no required local match for eligible water supply and water infrastructure projects; and

WHEREAS, the application deadline for the WSIG Opportunity is July 30, 2026; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to apply for WSIG funding to finance the Project;

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

That the City Council directs and designates the following to act in all matters in connection with any grant application and the City's participation in the Texas Water Development Board Grant Program, as further identified in Exhibit A – Water Supply & Infrastructure Grant Signatory Authority Delegation:

1. Paying Agent Agreement: City Manager & Finance Director
2. Escrow Agreement: City Manager
3. Funding Release Requests: City Manager & Finance Director
4. Engineering Contracts: City Manager
5. Other Professional Services Contracts: City Manager
6. Project Budget Changes: City Manager
7. Construction Contracts: City Manager
8. Construction Contracts Change Orders: City Manager
9. Environmental Affidavit: Project Manager
10. Monthly US Iron & Steels Certifications: Project Manager
11. Final US Iron & Steel Certifications: Project Manager
12. Final Construction Work Acceptance: City Manager & Public Works Director

PASSED, APPROVED, AND RESOLVED this 20th day of July 2026.

Lori Klein Quinn
Mayor

ATTEST:

Thomas Harris III
City Secretary

TWDB-0201D

Water Supply & Infrastructure Grant
SIGNATORY AUTHORITY DELEGATION

This form must be submitted to TWDB attached to the official action taken by the governing body of the Applicant when requesting TWDB Water Supply and Infrastructure Grant funds.

The following positions have been delegated the authority by the governing body of

City of Tomball

to approve, sign, execute, or certify the following documents through the life of the

Main Street Transmission Main Replacement **project**

Document Type	**Responsible Position(s) (Titles Only- not individuals' names) Authorized to Approve/ Sign/ Execute/ Certify Each Document**
Paying Agent Agreement	City Manager & Finance Director
Escrow Agreement	City Manager
Funding Release Requests	City Manager & Finance Director
Engineering Contract(s)	City Manager
Other Professional Services Contracts	City Manager
Project Budget Changes	City Manager
Construction Contract(s)	City Manager
Construction Contracts Change Orders	City Manager
Environmental Affidavit (TWDB-0802)	Project Manager
Monthly US Iron & Steel Certifications (TWDB-1105-A)	Project Manager
Final US Iron & Steel Certifications (TWDB-1105-B)	Project Manager
Final Construction Work Acceptance	City Manager & Public Works Director

If any of these delegations change during the course of the project, the governing body agrees to inform TWDB in writing of the change(s) within five business days of their occurrence.

Signed by (type name and title): David Esquivel

Signature _____ Date: 7/20/2026

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 20, 2026

Topic:

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

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney's duty requires to be discussed in closed session
- Sec. 551.072 – Deliberations regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
- Sec. 551-074- Personnel Matters – Community Development Director, Police Chief

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