

**NOTICE OF REGULAR COUNCIL MEETING  
CITY OF TOMBALL, TEXAS**



**Monday, October 17, 2022  
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, October 17, 2022 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR OCTOBER 17, 2022, 6:00 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:**

**[HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38)**

**A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.**

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: 850 3910 7276, Passcode: 286065. 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. Invocation - Led by Pastor Greg Sipe - Church 1:37
- C. Pledges to U.S. and Texas Flags
- D. 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.]*

E. Presentations

1. Presentation by Mayor Klein Quinn: Proclamation – October 2022 is **“Chiropractic Health Month”**
2. Presentation by Tomball Regional Health Foundation of a Grant, in the Amount of \$19,902.38 to the Tomball Fire Department and the Tomball Police Department, to Purchase Go-Bags Containing Emergency Medical Supplies

F. Reports and Announcements

1. Announcements

- I. October 22, 2022 – **Bluegrass and Fall Festival** at the Depot – 11:00 a.m.-6 p.m.
- II. November 18, 2022 – **Light it Up! Tree Lighting – 6:30 p.m.-8:30 p.m.**, at the Depot
- III. November 19, 2022 – **Holiday Parade** – Downtown – Sponsored by the Greater Tomball Area Chamber of Commerce
- IV. December 3, 2022 – **Deck the Depot** – Depot Plaza

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

- I. Assistant Court Clerk Carlos Vera of the Tomball Municipal Court in Tomball TX has completed all the requirements for Level 1 of the Texas Court Clerk Certification program Awarded on 7/11/2022
- II. Jeff Bert/Joe Sykora – Report on the Success of the **Tomball Police and Fire Pinning Ceremony and Class A Uniform Inspection**

G. Approval of Minutes

1. Approve the Minutes of the following Meetings:

- \* October 3, 2022 Tomball City Council Meeting – 4 p.m.
- \* October 3, 2022 Tomball City Council Meeting – 5 p.m.
- \* October 3, 2022 Regular Tomball City Council Meeting

- H. 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. 2022-30, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.287248/\$100 Value Assessed for the Year 2022 on All Taxable Real and Personal Property Located in the City of Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes Not Timely Paid; and Providing Other Matters Relating to the Subject
  2. Adopt, on Second Reading, Ordinance No. 2022-21, an ordinance of the City of Tomball, Texas, amending Section(s) 40-74 (Lots, general provisions) and 40-75 (Minimum Lot Sizes) of the Tomball Code of Ordinance by adding/revising regulations pertaining to lot sizes; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters
  3. Adopt, on Second Reading, Ordinance No. 2022-24, an ordinance of the City of Tomball, Texas, amending Section(s) 40-65 (Streets; specific standards) of the Tomball Code of Ordinance by adding/revising the right-of-way widths for roadway classifications; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters
- I. 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 the Purchase of the Verity Voting 2.5 System election equipment from Hart Intercivic through the Buyboard Purchasing Cooperative (Contract No. 622-20) for a not to exceed amount of \$63,543.09, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This purchase was included in the FY 2022-2023 Budget.
  2. Approve Resolution No. 2022-49, a Resolution and Order of the City Council of the City of Tomball, Texas, Approving the Hart Intercivic Verity Voting 2.5 System Equipment for Elections Held by the City of Tomball; and Providing for an Effective Date. This item is budgeted in FY 2022-23.

3. Approve the purchase of one (1) PC35MR-5 Excavator and associated attachments from Waukesha-Pearce Industries, LLC through the Houston-Galveston Area Council Cooperative Purchasing Contract (Contract No. EM06-19) for a not-to-exceed amount of \$60,100.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This purchase is included in the FY 2022-2023 Budget.
4. Approve the purchase of one (1) Vermeer BC1000XL Chipper from Vermeer Texas-Louisiana through the BuyBoard Contract (Contract No. 597-19) for a not-to-exceed amount of \$54,303.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This purchase is included in the FY 2022-2023 Budget.
5. Approve the purchase of one (1) John Deere 6105E Cab Tractor from Brookside Equipment Sales through the Sourcewell Ag Tractors Contract (Contract No. 110719-JDC PG 1P CG 70) for a total amount of \$72,899.20. This purchase is included in the FY 2022-2023 Budget.
6. Approve the purchase of two (2) F-250 Crew Cab Trucks from Chastang Ford through the BuyBoard purchasing contract (Contract No. 601-19) for a not-to-exceed amount of \$117,204, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. These purchases are included in the FY 2022-2023 Budget.

J. New Business

1. Approve Request from Concordia Lutheran High School for City Support and In-Kind Services for the *Annual Cruisin' Crusaders 5K Run/Walk* in downtown Tomball, on Saturday, February 11th, 2023
2. Approve Resolution Number 2022-47, a Resolution of the City Council of the City of Tomball, Texas approving a Reimbursement Agreement relating to the Winfrey Estates Public Improvement District Number 12
3. Approve Resolution Number 2022-48, a Resolution of the City Council of the City of Tomball, Texas approving a Reimbursement Agreement relating to the Seven Oaks Public Improvement District Number 14
4. Consideration to Approve Zoning Case P22-213: Request from Yuna Holdings, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District. The property is located at the southwest corner of the intersection of Medical

Complex Drive and the State Highway 249 frontage road, within the City of Tomball, Harris County, Texas.

- \* Conduct Public Hearing on **Zoning Case P22-213**
- \* Adopt, on First Reading, Ordinance No. 2022-18, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District. The property is located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

5. Consideration to Approve Zoning Case P22-309: Request from Tomball Economic Development Corporation and Tortuga Operating Company to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 17.08 acres of land legally described as being all of Lots 1, 2, 3, and 4 of Tomball Business and Technology Park, Section 2 from Single Family Residential – 20 (SF-20) to Light Industrial (LI). The properties are located within the 1900 block of S. Persimmon Street (East and West side), within the City of Tomball, Harris County, Texas.

- \* Conduct Public Hearing on **Zoning Case P22-309**
- \* Adopt, on First Reading, Ordinance No. 2022-38, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 17.08 acres of land legally described as being all of lots 1,2,3, and 4 of Tomball Business and Technology Park from Single Family Residential - 20 (SF-20) to Light Industrial (LI). The property is located within the 1900 block of S. Persimmon Street (east and west sides), providing for severability; 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

6. Consideration to Approve Zoning Case P22-310: Request by 28121 Calvert, LLC, represented by Louis Smith to amend the City of Tomball’s Comprehensive Plan to update the Major Thoroughfare Plan Map. Removing the **proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western**

**right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, within Harris County, Texas.**

- \* Conduct Public Hearing on **Zoning Case P22-310**
- \* Adopt, on First Reading, Ordinance No. 2022-39, an ordinance of the City of Tomball, Texas, amending the City of Tomball's Comprehensive Plan to update the Major Thoroughfare Plan Map. Removing the proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, providing for severability; 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.

7. Confirm/Appoint/Reappoint Member to Director Position 7 for the 2022 Tomball Legacy Fund, Inc. Board of Directors as Required under Sec. 4.02, Bylaws

8. Discussion and Possible Action regarding Developing a Project for a Future Downtown Tomball Advisory Committee

K. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 13th day of October 2022 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer, City Secretary, TRMC, MMC

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) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT [www.ci.tomball.tx.us](http://www.ci.tomball.tx.us).

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Presentation by Mayor Klein Quinn: Proclamation – October 2022 is “*Chiropractic Health Month*”

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Doris Speer, 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: # \_\_\_\_\_

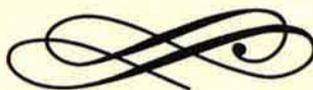
If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed	<u>Doris Speer</u>	<u>10-12-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

Office of the Mayor  
Tomball, Texas



# Proclamation



- WHEREAS,** the interest in and need for greater access to safe and effective non-drug, noninvasive approaches to pain management has increased; and
- WHEREAS,** the American College of Physicians (ACP) released updated low-back pain treatment guidelines in 2017 that promote the use of noninvasive, non-drug approaches such as spinal manipulation as a first line of defense against back pain, before the use of pain medications and surgery; and
- WHEREAS,** the CDC, in its draft 2022 prescribing guidelines, also promotes diverse approaches and varied pain management solutions and specifically encourages use of non-drug therapies as a first line of treatment for subacute and chronic pain and even some types of acute pain ; and
- WHEREAS,** doctors of chiropractic, who focus on the whole person with their non-drug, noninvasive treatments for pain management – most notably spinal manipulation – can play an important role in helping patients lessen their reliance on pain medications; and
- WHEREAS,** there is a growing body of research supporting the early use of chiropractic spinal manipulation in helping patients with chronic low-back pain to reduce or eliminate their need later for prescription opioid pain medications and surgery and
- WHEREAS,** with the theme **“Chiropractic: On the Frontline for Pain,” Chiropractic Health Month 2022** serves as a reminder to citizens of the City of Tomball, Texas, that non-drug treatments for low-back such as spinal manipulation provided by doctors of chiropractic can help to lessen or eliminate the need for riskier, potentially addictive treatments and should be utilized where appropriate before starting prescription opioid pain medications;

**NOW, THEREFORE, I, LORI KLEIN QUINN, MAYOR of the City of Tomball, and the City Council of the City of Tomball, officially join with the Texas Chiropractic Association (TCA) and the American Chiropractic Association (ACA) in promoting the benefits of movement, good posture, healthy living and a nondrug approach to pain management with its “Chiropractic: On the Frontline of Pain” campaign by proclaiming the month of October 2022, as:**

## **“CHIROPRACTIC HEALTH MONTH”**



*In witness whereof I have hereunto set my hand and caused this seal to be affixed.*

*Mayor Lori Klein Quinn*

Attest: *Don Spivey*

Date: *October 12, 2022*

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Presentation by Tomball Regional Health Foundation of a Grant, in the Amount of \$19,902.38 to the Tomball Fire Department and the Tomball Police Department, to Purchase Go-Bags Containing Emergency Medical Supplies

**Background:**

The Tomball Regional Health Foundation has approved a grant in the amount of \$19,902.38 to purchase 120 Go-Bags to provide emergency medical supplies to the Tomball Police Department and the Tomball Fire Department. These supplies will allow officers and fire personnel to have the tools necessary to “stop the bleeding” in the event of a mass casualty incident.

**Origination:**

**Recommendation:**

Party(ies) responsible for placing this item on agenda: Doris Speer, 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 Doris Speer 10-12-2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

**Topic:**

October 22, 2022 – *Bluegrass and Fall Festival* at the Depot – 11:00 a.m.-6 p.m.

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Doris Speer, 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	<u>Doris Speer</u>	<u>8-23-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 17, 2022

**Topic:**

November 18, 2022 – *Light it Up! Tree Lighting – 6:30 p.m.-8:30 p.m.*, at the Depot

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Doris Speer, 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	<u>Doris Speer</u>	<u>9-28-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 17, 2022

**Topic:**

November 19, 2022 – *Holiday Parade* – Downtown – Sponsored by the Greater Tomball Area Chamber of Commerce

**Background:**

**Origination:**

**Recommendation:**

Party(ies) responsible for placing this item on agenda: Doris Speer, 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	<u>Doris Speer</u>	<u>9-28-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 17, 2022

**Topic:**

December 3, 2022 – *Deck the Depot* – Depot Plaza

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Doris Speer, 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 Doris Speer 9-28-2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Jeff Bert/Joe Sykora – Report on the Success of the **Tomball Police and Fire Pinning Ceremony and Class A Uniform Inspection**

**Background:**

**Origination:**

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Doris Speer, 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	<u>Doris Speer</u>	<u>11-12-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Approve the Minutes of the following Meetings:

- October 3, 2022 Tomball City Council Meeting – 4 p.m.
- October 3, 2022 Tomball City Council Meeting – 5 p.m.
- October 3, 2022 Regular Tomball City Council Meeting

**Background:**

**Origination:** City Secretary

**Recommendation:**

Approve

**Party(ies) responsible for placing this item on agenda:** Doris Speer, 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 Doris Speer 10-12-2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

**MINUTES OF SPECIAL CITY COUNCIL MEETING  
CITY OF TOMBALL, TEXAS**



**Monday, October 3, 2022  
4:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for Monday, October 3, 2022 at 4:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone participation/access.

A. Mayor Klein Quinn called the meeting of the Tomball City Council to order at 4:00 p.m.

**PRESENT**

Council 1 John Ford  
Council 2 Mark Stoll  
Council 3 Dane Dunagin  
Council 4 Derek Townsend, Sr.  
Council 5 Randy Parr

**OTHERS PRESENT**

City Manager – David Esquivel  
Assistant City Manager – Jessica Rogers  
City Secretary – Doris Speer  
City Attorney – Loren B. Smith  
Assistant City Secretary – Tracylynn Garcia

B. The following Public Comment was received:

Sherrie Meicher  
222 Southmore, 77375

- Advised Council that Southeast Texas Housing Finance (SETH) has approved a \$50,000 grant to the City of Tomball; Ms. Meicher withdrew her application to the Tomball Regional Health Foundation.

C. New Business

1. Executive Session: The City Council recessed at 4:05 p.m. to 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

Upon reconvening into session at 5:17 p.m., no action was taken.

D. Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr., to adjourn.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Meeting adjourned at 5:17 p.m.

PASSED AND APPROVED this the 17th day of October 2022.

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Doris Speer  
City Secretary, TRMC, MMC

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Lori Klein Quinn  
Mayor

**MINUTES OF SPECIAL CITY COUNCIL MEETING  
CITY OF TOMBALL, TEXAS**



**Monday, October 3, 2022  
5:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for Monday, October 3, 2022 at 5:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone participation/access.

A. Mayor Klein Quinn called the meeting of the Tomball City Council to order at 5:18 p.m.

**PRESENT**

Council 1 John Ford  
Council 2 Mark Stoll  
Council 3 Dane Dunagin  
Council 4 Derek Townsend, Sr.  
Council 5 Randy Parr

**OTHERS PRESENT**

City Manager – David Esquivel  
Assistant City Manager – Jessica Rogers  
City Secretary – Doris Speer  
City Attorney – Loren B. Smith  
Assistant City Secretary – Tracylynn Garcia  
Police Captain-Patrol – Brandon Patin  
Police Lieutenant-Patrol – Shon Davis  
Director of Public Works – Drew Huffman  
Marketing Manager – Sasha Smith  
Sr. Administrative Assistant-CSO – Sasha Luna  
Project Manager - Meagan Mageo  
Police Sergeant – Ken Cole  
Executive Director-TEDC – Kelly Violette

B. The following Public Comments were received:

Lori Wilson - Expressed her wish to be reappointed to  
1821 S. Cherry, 77375 the Tomball Regional Health Foundation

Chad Degges  
29602 Imperial Creek, 77375 - Express his wish to be reappointed to the Tomball Economic Development Corporation; explained his objections to completing the CIQ and CIS forms.

C. New Business

1. Council held discussions regarding Proposed Appointments or Reappointments To, or Removals From, the following Boards or Commissions:

- \* Planning & Zoning Commission
- \* Board of Adjustments
- \* Tomball Tourism Advisory Committee
- \* Tomball Economic Development Corporation
- \* Tomball Legacy Fund
- \* Downtown Tomball Advisory Committee (*Ad Hoc/Inactive*)
- \* Tomball Regional Health Foundation

D. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to adjourn.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

PASSED AND APPROVED this the 17th day of October 2022.

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Doris Speer  
City Secretary, TRMC, MMC

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Lori Klein Quinn  
Mayor

**MINUTES OF REGULAR COUNCIL MEETING  
CITY OF TOMBALL, TEXAS**



**Monday, October 3, 2022  
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for October 3, 2022, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via video/telephone conference.

A. Mayor Klein Quinn called the meeting of the Tomball City Council to order at 6:20 p.m.

**PRESENT**

Council 1 John Ford  
Council 2 Mark Stoll  
Council 3 Dane Dunagin  
Council 4 Derek Townsend, Sr.  
Council 5 Randy Parr

**OTHERS PRESENT**

City Manager – David Esquivel  
Assistant City Manager – Jessica Rogers  
City Secretary – Doris Speer  
City Attorney – Loren B. Smith  
Director of Community Development – Nathan Dietrich  
Finance Director – Katherine Tapscott  
Police Chief – Jeff Bert  
Marketing Manager – Sasha Smith  
Fire Chief – Joe Sykora  
Assistant City Secretary – Tracylynn Garcia  
Sr. Administrative Assistant-CSO – Sasha Luna  
Police Captain-Patrol – Brandon Patin  
Police Lieutenant-Patrol – Shon Davis  
Police Lieutenant-Patrol – Danny Arriaga  
Police Officer – Jeff Williams  
Police Captain-Investigations – Ricky Doerre  
Project Manager - Meagan Mageo  
Police Sergeant – Ken Cole  
Asst. Fire Chief/Fire Marshal – Jeff Cook  
Community Center Manager – Rosalie Dillon  
Executive Director-TEDC – Kelly Violette

- B. Invocation - Led by Pastor Tim Niekerk, Salem Lutheran Church
- C. Pledges to U.S. and Texas Flags – Led by Nathan & Alex, Troop 531 Scouts
- D. The following public comments were received:
- |  |   |   |
|--|---|---|
| Scott Moore<br>404 W. Pine Street, 77375 | - | Expressed his concerns regarding public parking in old town Tomball |
| Lori Wilson<br>1821 S. Cherry, 77375     | - | Addressed comments by Councilman Townsend                           |
| Colleen Pye<br>207 Florence, 77375       | - | Discussed her application for various City boards                   |
- E. Presentations
1. Mayor Klein Quinn presented the following Proclamations:
- Proclamation – Monday, October 3, 2022 is “***Danny Arriaga-Dedicated Public Servant***” Day
  - Proclamation – Monday, October 3, 2022 is “***Ricky Doerre-Dedicated Public Servant***” Day
  - Proclamation – Monday, October 3, 2022 is “***Jeffrey Williams-Dedicated Public Servant***” Day
  - Proclamation – Tuesday, October 4, 2022 is “***National Night Out 2022***” – at the Depot
  - Proclamation – Thursday, October 6, 2022 is “***German American Day***”
  - Proclamation – Wednesday, October 5, 2022 is “***Tomball Teachers’ Day***”
- F. Reports and Announcements
1. Announcements
- I. October 4, 2022 – **12th Annual Economic Outlook Luncheon**, sponsored by the Tomball Economic Development Corporation, at LSC – Tomball – Beckendorf Conference Center, 30555 Tomball Parkway, from 9:00 a.m.- 1:00 p.m.
- II. October 4, 2022 – ***National Night Out*** at the Depot
- III. October 8, 2022 – **Spooktacular 2nd Saturday at the Depot** – 5:00 p.m.- 10 p.m.

- IV. October 10, 2022 – **Tomball Police and Fire Pinning Ceremony and Class A Uniform Inspection** at Lone Star College-Tomball, Beckendorf Conference Center – 9:30 a.m.-12:00 p.m.
  - V. October 15, 2022 – **The Big Show**, hosted by the Tomball Rotary at the Depot
  - VI. October 22, 2022 – **Bluegrass and Fall Festival** at the Depot – 11:00 a.m.-6 p.m.
  - VII. November 18, 2022 – **Light it Up! Tree Lighting – 6:30 p.m.-8:30 p.m.**, at the Depot
  - VIII. November 19, 2022 – **Holiday Parade** – Downtown – Sponsored by the Greater Tomball Area Chamber of Commerce
  - IX. December 3, 2022 – **Deck the Depot** – Depot Plaza
2. Reports by City staff and members of council about items of community interest on which no action will be taken:
    - I. Sasha Smith – Reported on the Success of **2022 GroovFest**
- G. Approval of Minutes
1. Motion made by Council 2 Stoll, Seconded by Council 1 Ford, to approve the Minutes of the September 19, 2022 Regular Tomball City Council Meeting  
  
Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr  
  
Motion carried unanimously.
- H. 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.]*
- Old Business Consent Items 1 & 4 were removed from Old Business Consent Agenda for consideration/action separately as Old Business items

Old Business Consent Agenda Items 2, 3, and 5:

2. Adopt, on Second Reading, Ordinance No. 2022-27, an Ordinance of the City Council of Tomball, Texas, approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Thirteen, (PID 13), Pine Trails Subdivision
3. Adopt, on Second Reading, Ordinance No. 2022-28, an Ordinance of the City Council of Tomball, Texas, Levying the Assessment against properties within the City of Tomball Public Improvement District Thirteen (PID 13), Pine Trails Subdivision
5. Adopt on Second Reading Ordinance No. 2022-32, an Ordinance of the City Council of the City of Tomball, Texas, Amending Chapter 30 of the Code of Ordinances, the City of Tomball “Offenses”, by Adding a New Article III, “Catalytic Converters”; Containing Findings and Other Provisions Related to the Subject; Declaring Certain Conduct to be Unlawful; Providing a Penalty; Providing for Severability; Providing for Publication; and Providing an Effective Date

Motion made by Council 2 Stoll, Seconded by Council 1 Ford, to approve Old Business Consent Agenda Items 2, 3, and 5.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously to Approve Old Business Consent Items 2, 3 and 5.

1. No Action was taken regarding consideration to adopt, on Second Reading, Ordinance No. 2022-20, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 25.87 Acres of Land Legally Described as Reserve “A” in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C). The Property is Generally Located at the Northeast Corner of the Intersection of Holderrieth Road and State Highway 249 Frontage Road, Providing for Severability; 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.

No Action taken.

4. Motion made by Council 5 Parr, Seconded by Council 3 Dunagin, to adopt, on Second Reading, Ordinance No. 2022-33, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll

for Authorized Improvements for the Raburn Reserve Public Improvement District (the “District”); Making a Finding of Special Benefit to Certain Property in the District; Levying Assessments against Certain Property within the District and Establishing a Lien on Such Property; Providing for Payment of the Assessment in Accordance with Chapter 372, Texas Local Government Code, as Amended; Providing for the Method of Assessment and the Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Providing for Severability and Providing an Effective Date. Vote was as follows:

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr.,  
Council 5 Parr  
Voting Nay: Council 2 Stoll

Motion carried, 4 votes Yea, 1 vote Nay.

- I. 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.]*

New Business Consent Item 1 was removed from New Business Consent Agenda for consideration/action separately as New Business item.

New Business Consent Agenda Items 2 and 3:

2. Authorize annual purchases exceeding \$50,000 in accordance with the Purchasing and Bidding Policy for Fiscal Year 2021-2022
3. Repeal, in its entirety, Administrative Policy Number 1, Banner Policy.

Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr., to approve New Business Consent Items 2 and 3.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously to Approve New Business Consent Items 2 and 3.

- J. New Business

1. *(from New Business Consent)* - Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve Special Event/Fireworks Display

Application at Boxwood Manor, located at 945 E Hufsmith Rd, Tomball, TX 77375, to be held on Saturday November 12, 2022

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr.

Motion carried unanimously.

1. Consideration to confirm/appoint/reappoint Members to the Tomball Regional Health Foundation Board of Directors

Motion made by Council 1 Ford, Seconded by Council 2 Stoll, to reappoint Christina Nash to Position 1 and Lori Wilson to Position 5, and to appoint Maggie Yacoubian to Position 3.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 4 Townsend, Sr., Council 5 Parr

Voting Nay: Council 3 Dunagin

Motion carried 4 votes Yea, 1 vote Nay.

2. Consideration to confirm/appoint/reappoint Members to the Planning and Zoning Commission

Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr., to reappoint Richard Anderson to Position 4.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin, to appoint Scott Moore, Jr. to the unexpired vacancy in Position 3.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

3. Consideration to confirm/appoint/reappoint Members to the Tomball Economic Development Corporation Board of Directors

Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Parr, to reappoint Richard Bruce, Clete Jaeger, and Bill Sumner, Jr. to their current positions and to appoint Lisa Covington to the vacancy created by Randy Parr's resignation.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

4. Consideration to confirm/appoint/reappoint Members to the Tourism Advisory Committee

Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford to reappoint Jeffie Cappadonna to Resident Position 3 and Paige Cassel to Hotel Position 9, and to appoint Matthew Harris to the unexpired vacancy in Resident Position 3, to appoint Ted Mielke to the vacancy in Business Position 6, and to appoint Becky Loving to the unexpired vacancy in Resident Position 2 created by appointing Ted Mielke as Business Position 6.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

5. Consideration to confirm/appoint/reappoint Members to the Board of Adjustments

Motion made by Council 2 Stoll, Seconded by Council 3 Dunagin, to appoint Cindy Phillips to Regular BOA Position 5 and to appoint Colleen Pye to Alternate BOA Position 1.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

6. Executive Session: The City Council recessed at 7:35 p.m. to 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. 551.076 – Deliberation regarding Security Devices

Upon reconvening into session at 8:25 p.m., the following action was taken.

7. Motion was made by Council 2 Stoll, Seconded by Council 4 Townsend, Sr., to approve and authorize the Chief of Police to execute the Memorandum of Understanding (MOU) between Harris County First Responders which acknowledges that all participating agencies will adhere to the principles of Unified Command during an Active Shooter and Hostile Event, and establishes roles for the Houston Police Department with the City of Houston, the Harris County Sheriff’s Office in unincorporated parts of Harris County, and municipal agencies in incorporated parts of Harris County

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

8. No action was taken to approve Request from Tomball Sister City Organization for City Support and In-Kind Services for the *Tomball German Heritage Festival* – Depot Plaza and Market Street – Thursday, March 23, 2023, through Sunday, March 26, 2023

No action taken.

9. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to read Ordinance No. 2022-35 by caption only on First and Final Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to adopt on First and Final Reading, Ordinance No. 2022-35, an Ordinance Authorizing the Issuance and Sale of the City of Tomball, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022; Levying a Tax and Providing for

the Security and Payment Thereof; and Enacting Other Provisions Relating There to

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

10. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to Ratify the FY 2022-2023 Budget and Find that the Proposed Tax Rate of \$0.287248/\$100 DOES NOT EXCEED the No-New-Revenue Tax Rate and WILL Generate More Property Tax Revenue than the FY 2021-2022 Budget.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

11. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to Adopt \$0.106865 as the Portion of the 2022 Tax Rate to Fund the Interest and Sinking (Debt Service) Fund for Fiscal Year 2022-2023.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

12. Motion made by Council 5 Parr, Seconded by Council 4 Townsend, Sr., to Adopt \$0.180383 as the Portion of the 2022 Tax Rate to Fund the Maintenance and Operations (M&O) Fund for Fiscal Year 2022-2023.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

13. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to read Ordinance No. 2022-30 by caption only on First Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to adopt, on First Reading, Ordinance No. 2022-30, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.287248/\$100 Value Assessed for the Year 2022 on All Taxable Real and Personal Property Located in the City of Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes Not Timely Paid; and Providing Other Matters Relating to the Subject

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

14. Mayor Klein Quinn announced the Date for the Final Vote on the 2022 Tax Rate will be at the Regular City Council Meeting on October 17, 2022 at 6:00 p.m.

No action taken.

15. Consideration to Approve Case P22-270: Request by the City of Tomball to amend Section 40-74 (Lots, general provisions) and 40-75 (Minimum Lot Sizes) of the Tomball Code of Ordinances by adding/revising regulations pertaining to lot sizes.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to read Ordinance No. 2022-21 by caption only on First Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to adopt, on First Reading, Ordinance No. 2022-21, an ordinance of the City of Tomball, Texas, amending Section(s) 40-74 (Lots, general provisions) and 40-75 (Minimum Lot Sizes) of the Tomball Code of Ordinance by adding/revising regulations pertaining to lot sizes; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

16. Consideration to Approve Case P22-267: Request by the City of Tomball to amend Section(s) 40-65 (Streets; specific standards) of the Tomball Code of Ordinance by adding/revising the right-of-way widths for roadway classifications.

Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr., to read Ordinance No. 2022-24 by caption only on First Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to adopt, on First Reading, Ordinance No. 2022-24, an ordinance of the City of Tomball, Texas, amending Section(s) 40-65 (Streets; specific standards) of the Tomball Code of Ordinances by adding/revising the right-of-way widths for roadway classifications; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

17. Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr., to approve amendment to Administrative Policy No. 9, entitled "Procurement Policy & Manual" and authorize participation in certain purchasing cooperatives.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

18. Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr., to approve Amendment to Administrative Policy No. 9.5, entitled "Procurement Card Policy & Procedures"

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

19. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve Amendment to Administrative Policy No. 24, entitled "Tennis Court Reservation Policy" and change the title to: "Sports Court Reservation Policy"

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

20. Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr., to approve a Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2023-10002, Texas Pollutant Discharge Elimination System (TPDES) permit renewal and amendment for the City of Tomball Wastewater Treatment Plants, for the not-to-exceed amount of \$103,000. This project was included in the FY 2022-2023 budget.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

21. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to approve a Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2023-10001, updates to the Water and Wastewater Master Plan and Impact Fees, for a not-to-exceed amount of \$365,000. This amount is included in the FY 2022-2023 budget.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

22. Motion made by Council 5 Parr, Seconded by Council 4 Townsend, Sr., to approve a Professional Services Agreement with Freese & Nichols, Inc. for on-call GIS, planning, and engineering services for a not-to-exceed amount of \$50,000. This project was included in the FY 2022-2023 Budget.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

23. Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Parr, to authorize the City Manager to execute the Recreation Grant Agreement with Texas Parks and Wildlife Department for improvements at Jerry Matheson Park for a total grant amount of \$750,000

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

24. Motion made by Council 1 Ford, Seconded by Council 5 Parr, to read Ordinance No. 2022-36 by caption only on First and Only Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Motion made by Council 5 Parr, Seconded by Council 1 Ford, to adopt, **on First and Only Reading**, Ordinance No. 2022-36, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Raburn Reserve Public Improvement District Improvement Area #1); Approving and Authorizing an Indenture of Trust and First other Agreements and Documents in Connection Therewith; Making Findings with **Respect** to the Issuance of Such Bonds; and Providing an Effective Date

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Voting Nay: Council 2 Stoll

Motion carried, 4 votes Yea, 1 vote Nay.

25. Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin, to read Ordinance No. 2022-37 by caption only on First and Only Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to adopt, **on First and Only Reading**, Ordinance No. 2022-37, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Raburn Reserve Public Improvement District Improvement Area #2); Approving and Authorizing an Indenture of Trust and First other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr  
Voting Nay: Council 2 Stoll

Motion carried, 4 votes Yea, 1 vote Nay.

26. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to approve Resolution No. 2022-46, a Resolution of the City Council of the City of Tomball, Texas approving an amended and restated Reimbursement Agreement relating to the Raburn Reserve Public Improvement District – Improvement Area Two (IA2)

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr  
Voting Nay: Council 2 Stoll

Motion carried, 4 votes Yea, 1 vote Nay.

27. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve the purchase of one (1) 2024 Spartan Custom Chassis with Alexis Custom SS Pumper and associated equipment through the Houston-Galveston Area Council Cooperative Purchasing Contract (FS12-19) for a not-to-exceed amount of \$800,000.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This purchase was included in the FY 2022-2023 Budget.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

K. Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin, to adjourn.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 17th day of October 2022.

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Doris Speer  
City Secretary, TRMC, MMC

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Lori Klein Quinn  
Mayor

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Adopt, on Second Reading, Ordinance No. 2022-30, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.287248/\$100 Value Assessed for the Year 2022 on All Taxable Real and Personal Property Located in the City of Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes Not Timely Paid; and Providing Other Matters Relating to the Subject

**Background:**

The proposed tax rate for Fiscal Year 2022-2023 (Tax Year 2022) is \$0.287248/\$100, with \$0.106865 for the Interest & Sinking Fund and \$0.180383 for the Maintenance & Operations Fund.

Adoption of Ordinance No. 2022-30 on Second Reading will complete the process of setting the 2022 tax rate.

The motion to adopt the ordinance setting a tax rate that exceeds the effective tax rate must be made in the following form: *"I move that the property tax rate be increased by the adoption of a tax rate of (\$0.287248/\$100), which is effectively a (4.88) percent decrease in the tax rate."*

**Origination:** Finance Director

**Recommendation:**

Adopt Ordinance No. 2022-30 on Second Reading.

**Party(ies) responsible for placing this item on agenda:** Katherine Tapscott, 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 Katherine Tapscott, CPA 10.10.2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

**ORDINANCE NO. 2022-30**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, SETTING THE TAX LEVY OF \$0.287248/\$100 VALUE ASSESSED FOR THE YEAR 2022 ON ALL TAXABLE REAL AND PERSONAL PROPERTY LOCATED IN THE CITY OF TOMBALL, TEXAS; PROVIDING FOR PENALTY, INTEREST, AND ADDITIONAL PENALTY ON TAXES NOT TIMELY PAID; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT.**

\* \* \* \* \*

**WHEREAS**, pursuant to the provisions of the Constitution and Laws of the State of Texas, the City Council of the City of Tomball, Texas, is vested with the power to levy, assess and collect an annual tax upon all taxable real and personal property located within the City Limits, and said power allowing for the granting of homestead exemptions for all City of Tomball property owners sixty-five years of age and over or who are disabled; and

**WHEREAS**, pursuant to the Charter of the City of Tomball, this ordinance has been read two (2) times and considered at two (2) sessions of the City Council, and published in the City's official newspaper after the first reading; and

**WHEREAS**, the Council is required to set a tax rate, expressed as a rate per hundred-dollar valuation of said property, located in the City of Tomball, January 1, 2022; and

**WHEREAS**, Section 26.05 of the Texas Property Tax Code provides that before the later of September 30<sup>th</sup> or the 60<sup>th</sup> day after the date the certified appraisal roll is received by the taxing unit, the governing body of each taxing unit shall adopt a tax rate for the current tax year; and

**WHEREAS**, such Section further provides that where the tax rate consists of two components (one which will impose the amount of taxes needed to pay the unit's debt service and the other which will impose the amount of taxes needed to fund maintenance and operation expenditures of the unit for the next year), each of the components must be approved separately; and

**WHEREAS**, the proposed tax rate for the current tax year of the City of Tomball, Texas, consists of two components, a tax rate of \$0.106865 cents per \$100.00 dollars of taxable value for the purpose of paying the accruing interest and to provide a sinking fund for payment of the indebtedness of the City,

and a tax rate of \$0.287248 cents per \$100.00 dollars of taxable value for the purpose of funding the maintenance and operation expenditures of the City for the next fiscal year; and

**WHEREAS**, City Council has approved, by separate motions, the tax rates heretofore specified for each of said components; and

**WHEREAS**, all notices and hearings required by law as a prerequisite to the passage, approval, and adoption of this Ordinance have been timely and properly given and held;

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

**Section 1.** The facts and recitations set forth in the preamble of this Ordinance are found to be true and correct and are hereby adopted, ratified, and confirmed.

**Section 2.** That said tax levied as aforesaid, based upon valuations established by Harris County Appraisal District, will be sufficient to meet the requirements of the City for the Budget Year 2022-2023.

**Section 3.** There is hereby levied, for the tax year 2022, to fund the City's fiscal year 2022-2023 municipal budget, an ad valorem tax at the total rate of twenty-eight and seven thousand two hundred forty-eight ten-thousandths cents (\$0.287248) on each One Hundred Dollars (\$100.00) of assessed valuation on all property, real, personal, and mixed, within the corporate limits of the City, upon which an ad valorem tax is authorized by law to be levied by the City of Tomball, Texas. All such taxes shall be assessed and collected in current money of the United States of America.

**Section 4.** Of such total tax levied in Section 2 hereof, \$0.180383 is levied to fund maintenance and operation expenditures of the City for the fiscal year 2022-2023. Of the total tax levied in Section 2 hereof, \$0.106865 is levied for the purpose of paying the interest on bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City of

Tomball, Texas, including the various installments of principal due on the serial bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City as such installments shall respectively mature, in the fiscal year 2022-2023.

**Section 5.** This year’s levy to fund both maintenance and operations expenditures and interest & sinking expenditures EXCEEDS last year’s maintenance and operations tax levy BUT DOES NOT EXCEED last year’s interest & sinking tax levy.

GENERAL FUND - TO FUND MAINTENANCE AND OPERATION EXPENDITURES OF THE CITY:	\$0.180383
INTEREST & SINKING - FOR DEBT SERVICE:	\$0.106865

With reference to the tax rate of \$0.106865 for the Interest and Sinking Fund for bonded indebtedness, this rate, representing 37.20% of the total \$0.287248 tax, shall apply to the gross amount of current taxes to be collected.

- (A) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; and**
- (B) THE TAX RATE WILL EFFECTIVELY BE DECREASED BY 1.80 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$22.38.**

**Section 6.** All ad valorem taxes levied hereby, in the total amount of \$0.287248 on each One Hundred Dollars (\$100.00) of assessed valuation, as reflected by Sections 2 and 3 hereof, shall be due and payable on or before January 31, 2023. All ad valorem taxes due the City of Tomball, Texas, and not paid on or before January 31<sup>st</sup> following the year for which they were levied, shall bear penalty and interest, and if not paid before July 1st shall incur an additional penalty of twenty percent (20%), as prescribed in the Texas Property Tax Code.

**Section 7.** All ordinances and parts of ordinances inconsistent or in conflict herewith are hereby repealed to the extent of such conflict.

**Section 8.** If any provision of this Ordinance is found to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not invalidate or impair the validity, force, or effect of any other provision of this Ordinance.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 3RD DAY OF OCTOBER 2022.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DUNAGIN	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN PARR	<u>AYE</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 17TH DAY OF OCTOBER 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
LORI KLEIN QUINN, MAYOR  
City of Tomball

ATTEST:

\_\_\_\_\_  
DORIS SPEER, City Secretary  
City of Tomball

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Adopt, on Second Reading, Ordinance No. 2022-21, an ordinance of the City of Tomball, Texas, amending Section(s) 40-74 (Lots, general provisions) and 40-75 (Minimum Lot Sizes) of the Tomball Code of Ordinance by adding/revising regulations pertaining to lot sizes; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

**Background:**

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (4 Vote Aye, 0 Votes Nay)

**Origination:** City of Tomball

**Recommendation:**

Adopt on Second Reading

**Party(ies) responsible for placing this item on agenda:** Nathan Dietrich, Community Development Director

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**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. 2022-21**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY ADDING SECTION 40-74 (LOTS, GENERAL PROVISIONS) TO ARTICLE III, DESIGN STANDARDS OF CHAPTER 40, SUBDIVISIONS; PROVIDING FOR SEVERABILITY; 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**, the City Staff presented the proposed text amendment regarding lots, general provisions to the Planning and Zoning Commission; and

**WHEREAS**, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the Planning and Zoning Commission held a public hearing regarding the proposed text amendment; and

**WHEREAS**, the Planning and Zoning Commission recommended in its final report that the City Council approve the requested text amendment; and

**WHEREAS**, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the City Council held a public hearing on the proposed text amendment; and

**WHEREAS**, the City Council finds it to be in the best interest of the health, safety and welfare of the citizens to approve the text amendment as contained in this ordinance; now, therefore,

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

**Section 1.** The facts and matters contained in the preamble to this ordinance are hereby found to be true and correct.

**Section 2.** Article III, Design Standards, of Chapter 40, Subdivisions of the Code of Ordinances of the City of Tomball, Texas is hereby amended, as set out in Exhibit A, attached hereto and made a part of this Ordinance for all purposes.

**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 who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in 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 19<sup>TH</sup> DAY OF SEPTEMBER, 2022.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DUNAGIN	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN PARR	<u>AYE</u>

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 3<sup>RD</sup> DAY OF OCTOBER, 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
DORIS SPEER, City Secretary

**Exhibit “A”**

**AMEND:** Section 40-74 (Lots, general provisions)

**REVISE:** Delete & Add the following entries in alphabetical order and renumber accordingly:

**DELETE:**

~~(3) *Key or flag shaped lots.* For the purposes of this section, a key or flag shaped lot shall mean a lot having gross disparities in width between side lot lines, sometimes resembling a flag or a flag pole, a key, or some other lot shape of comparable irregularity. Key or flag shaped lots shall not be prohibited if otherwise in compliance with the minimum lot size requirements of this chapter and other applicable regulations of the city and provided that no portion of any such lot is less than 50 feet in width.~~

~~(4) *Street access limitations.* Rear and side vehicular driveway access from lots to adjacent streets designated as major thoroughfares or any other public street which carries a traffic volume where additional vehicular driveways would create a traffic hazard or impede the flow of traffic, shall not be approved and such access restrictions shall be noted directly upon the plat and adjacent to the lots in question.~~

~~(5) *Lot and block identification.* All blocks established in a subdivision shall be designated on the plat, and shall be numbered consecutively throughout the entire subdivision. Lots established within blocks shall also be numbered consecutively within the block. Lot numbering shall be cumulative throughout the subdivision if the numbering system continues from block to block in a uniform manner.~~

**ADD:**

(3) *Irregularly shaped lots (Flag, Key, and Cul-De-Sac Lots).*

- a) Irregularly shaped lots shall provide a reasonable building pad without encroachment into front, side or rear yard setbacks or into any type of easement.
- b) The rear width of irregularly shaped lots shall be sufficient to provide access for all necessary utilities. When alleys are present, there must be sufficient width for access for driveways and solid waste collection and a minimum twenty-foot (20') alley frontage.
- c) Flag/key-shaped lots shall adhere to the following standards:
  - 1) For this section, a key or flag-shaped lot is any irregularly shaped lot that accesses the principal building site via a long narrow strip of land connecting to a public street. These lots often resemble flags on a flag pole, a key, or some other lot shape of comparable irregularity.
  - 2) Such lots shall have a minimum flag “pole” width of thirty feet (30').
  - 3) No more than two (2) dwelling units may share a common driveway on residential flag lots.
    - i. Each flag lot must display an address at their closest point of access to a public street for emergency responders.

- d) Cul-de-sac or “eyebrow” lots shall adhere to the following standards:
- 1) For this section, a cul-de-sac or eyebrow lot is any lot that has the majority of its frontage along the curved radius of a street.
  - 2) Minimum lot frontages shall be as follows:
    - i. Residential lots: 30’
    - ii. Nonresidential lots: 45’
    - iii. Nonresidential lot frontage may be reduced to 30’ if the proposed plat reflects appropriately dimensioned easements for joint driveway access by two abutting lots.
  - 3) Minimum lot widths for lots with predominate frontage on the curved radius of a street shall be measured as the linear distance of the curved front building line (see Figure 40-74.1), and shall be shown on the final plat. Lot widths for all lots shall be as set forth in the respective zoning district or defer to the County requirements for side and rear setbacks in the ETJ.

***Figure 40-74.1***

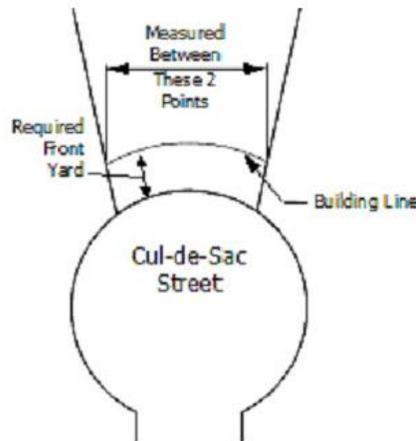


Figure 40-74.1 Measuring Lot Width of a Curved Lot

- e) The City reserves the right to disapprove any lot which, in its sole opinion, will not be suitable or desirable for the purpose intended or which is so oddly shaped as to create a hindrance to the logical lot layout of surrounding properties.

***(4) Double Frontage Lots.***

- a) Double-frontage lots shall be avoided, except where they may be essential to provide separation of residential development from arterial streets or to overcome a specific disadvantage or hardship created by topography or other factors.
- b) Double frontage lots shall be subject to street side setbacks along each street side boundary. Setbacks shall be in accordance with applicable zoning districts as outlined in Chapter 50 of this Ordinance or in accordance with standards outlined in Section 40-74.7 for properties located within the ETJ.

- c) Lots in Single-family (SF) residential districts and Duplex (D) (two-family) residential districts may abut a street on both the front and rear boundaries, under the following conditions:
  - i. One lot boundary must abut an arterial street or expressway.
  - ii. A reserve or easement at least ten feet (10') wide, across which there shall be a non-access easement designated along the property boundary adjacent to the arterial street or expressway.
  - iii. The lot shall not have more than one-half (1/2) of its perimeter along streets.

(5) Extra Lot Depth & Width.

- a) Lot Depth. Under the following circumstance(s), the minimum depth of each lot shall conform to the requirements of the zoning district in which the lot is located or adhere to the following standards. Whichever imposes the more stringent restrictions shall prevail.
  - i. Where the rear of any lot abuts a railroad right-of-way, arterial street or freeway, high-pressure gasoline, oil or gas pipeline, high voltage electric transmission line, public recreational facility, industrial or commercial zoning district, the minimum depth shall be one hundred and twenty feet (120').
- b) Lot Width. Under the following circumstance(s), the minimum width of each lot shall conform to the requirements of the zoning district in which the lot is located or adhere to the following standards. Whichever imposes the more stringent restrictions shall prevail.
  - i. Where the side of any lot abuts a railroad right-of-way, arterial street or freeway, high-pressure gasoline, oil or gas pipeline, high voltage electric transmission line, public recreational facility, industrial or commercial zoning district, the minimum width shall be seventy feet (70').

(6) Street access limitations.

- a) Driveway access from residential lots to adjacent streets designated as major thoroughfares (i.e. Arterials & Collectors), or any other public street which carries a traffic volume where additional vehicular driveways would create a traffic hazard or impede the flow of traffic, shall not be approved and such access restrictions shall be illustrated as non-access easements directly upon the plat and along the property line adjacent to the street frontage in question.
  - i. Exception: The City Engineer and Community Development Director may approve such driveways when no other means of public street access is available to residential lots.

(7) Building Lines.

- a) Street side building lines shall be shown for all lots on all plats submitted for land within the City's ETJ in accordance with the following:
  - i. Boundary adjacent to state highway (without a frontage road): 40'
  - ii. Boundary adjacent to state highway (with frontage road): 35'
  - iii. Boundary adjacent to arterial street: 35'
  - iv. Boundary adjacent to collector or local street: 25'

- b) Side and rear lot setbacks shall be governed by the County for parcels located in the ETJ.

(8) Lot and block identification. All blocks established in a subdivision shall be designated on the plat, and shall be numbered consecutively throughout the entire subdivision. Lots established within blocks shall also be numbered consecutively within the block. Lot numbering shall be cumulative throughout the subdivision if the numbering system continues from block to block in a uniform manner.

-END-



**Ordinance Amendment  
Staff Report**

Planning & Zoning Commission Public Hearing Date: August 8, 2022  
City Council Public Hearing Date: August 15, 2022

**Case:** P22-270  
**Section(s):** 40-74 (*Lots, general provisions*)  
**Subject:** Revise/add language to address lot designs

**BACKGROUND**

Section 40-74 in the City of Tomball Code of Ordinance provides general provisions for lot designs within subdivisions. This proposed amendment seeks to revise/add to this section to further clarify and address minimum lot dimensions and arrangements. Specifically addressing irregularly shaped lots, double frontage lots, residential lots backing up to non-residential land uses, and restricting direct residential lot access to and from major thoroughfares.

**NOTICE OF PUBLIC HEARING:**

A public hearing notice was published in the Potpourri on July 27, 2022.

**PROPOSED ORDINANCE AMENDMENT(s):**

Code of Ordinance Section(s):  
40-74:

**REMOVE:**

~~(3) *Key or flag-shaped lots.* For the purposes of this section, a key or flag-shaped lot shall mean a lot having gross disparities in width between side lot lines, sometimes resembling a flag or a flag pole, a key, or some other lot shape of comparable irregularity. Key or flag shaped lots shall not be prohibited if otherwise in compliance with the minimum lot size requirements of this chapter and other applicable regulations of the city and provided that no portion of any such lot is less than 50 feet in width.~~

~~(4) *Street access limitations.* Rear and side vehicular driveway access from lots to adjacent streets designated as major thoroughfares or any other public street which carries a traffic volume where additional vehicular driveways would create a traffic hazard or impede the flow of traffic, shall not be approved and such access restrictions shall be noted directly upon the plat and adjacent to the lots in question.~~

~~(5) *Lot and block identification.* All blocks established in a subdivision shall be designated on the plat, and shall be numbered consecutively throughout the entire~~

~~subdivision. Lots established within blocks shall also be numbered consecutively within the block. Lot numbering shall be cumulative throughout the subdivision if the numbering system continues from block to block in a uniform manner.~~

**ADD:**

**(3) Irregularly shaped lots (Flag, Key, and Cul-De-Sac Lots).**

- a) Irregularly shaped lots shall provide a reasonable building pad without encroachment into front, side or rear yard setbacks or into any type of easement.
- b) The rear width of irregularly shaped lots shall be sufficient to provide access for all necessary utilities. When alleys are present, there must be sufficient width for access for driveways and solid waste collection and a minimum twenty-foot (20') alley frontage.
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  - 2) Such lots shall have a minimum flag "pole" width of thirty feet (30').
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  - 2) Minimum lot frontages shall be as follows:
    - i. Residential lots: 30'
    - ii. Nonresidential lots: 45'
    - iii. Nonresidential lot frontage may be reduced to 30' if the proposed plat reflects appropriately dimensioned easements for joint driveway access by two abutting lots.
  - 3) Minimum lot widths for lots with predominate frontage on the curved radius of a street shall be measured as the linear distance of the curved front building line (see Figure 40-74.1), and shall be shown on the final plat. Lot widths for all lots shall be as set forth in the respective zoning district.

Figure 40-74.1

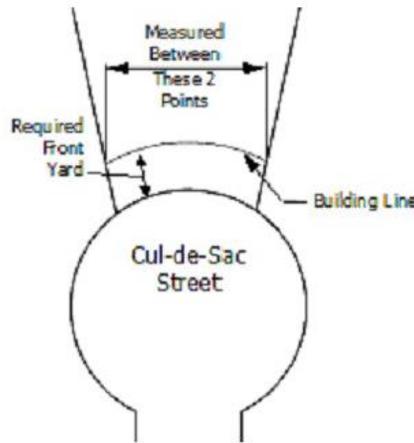


Figure 40-74.1 Measuring Lot Width of a Curved Lot

- e) The City reserves the right to disapprove any lot which, in its sole opinion, will not be suitable or desirable for the purpose intended or which is so oddly shaped as to create a hindrance to the logical lot layout of surrounding properties.

(4) Double Frontage Lots.

- a) Double-frontage lots shall be avoided, except where they may be essential to provide separation of residential development from arterial streets or to overcome a specific disadvantage or hardship created by topography or other factors.
- b) Double frontage lots shall be subject to street side setbacks along each street side boundary. Setbacks shall be in accordance with applicable zoning districts as outlined in Chapter 50 of this Ordinance or in accordance with standards outlined in Section 40-74.7 for properties located within the ETJ.
- c) Lots in Single-family (SF) residential districts and Duplex (D) (two-family) residential districts may abut a street on both the front and rear boundaries, under the following conditions:
- One lot boundary must abut an arterial street or expressway.
  - A reservation or easement at least ten feet (10') wide, across which there shall be a non-access easement designated along the property boundary adjacent to the arterial street or expressway.
  - The lot shall not have more than one-half (1/2) of its perimeter along streets.

(5) Extra Lot Depth & Width.

- a) Lot Depth. Under the following circumstance(s), the minimum depth of each lot shall conform to the requirements of the zoning district in which the lot is located or adhere to the following standards. Whichever imposes the more stringent restrictions shall prevail.
- Where the rear of any lot abuts a railroad right-of-way, arterial street or freeway, high-pressure gasoline, oil or gas pipeline, high voltage electric transmission line, public recreational facility,

industrial or commercial zoning district, the minimum depth shall be one hundred and twenty feet (120').

- b) Lot Width. Under the following circumstance(s), the minimum width of each lot shall conform to the requirements of the zoning district in which the lot is located or adhere to the following standards. Whichever imposes the more stringent restrictions shall prevail.
- i. Where the side of any lot abuts a railroad right-of-way, arterial street or freeway, high-pressure gasoline, oil or gas pipeline, high voltage electric transmission line, public recreational facility, industrial or commercial zoning district, the minimum width shall be seventy feet (70').

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- a) Driveway access from residential lots to adjacent streets designated as major thoroughfares (i.e. Arterials & Collectors), or any other public street which carries a traffic volume where additional vehicular driveways would create a traffic hazard or impede the flow of traffic, shall not be approved and such access restrictions shall be illustrated as non-access easements directly upon the plat and along the property line adjacent to the street frontage in question.
- i. Exception: The City Engineer and Community Development Director may approve such driveways when no other means of public street access is available to residential lots.

(7) Building Lines.

- a) Street side building lines shall be shown for all lots on all plats submitted for land within the City's ETJ in accordance with the following:
- i. Boundary adjacent to expressway (without a frontage road): 40'
  - ii. Boundary adjacent to expressway (with frontage road): 35'
  - iii. Boundary adjacent to arterial street: 35'
  - iv. Boundary adjacent to minor street: 25'

(8) Lot and block identification. All blocks established in a subdivision shall be designated on the plat, and shall be numbered consecutively throughout the entire subdivision. Lots established within blocks shall also be numbered consecutively within the block. Lot numbering shall be cumulative throughout the subdivision if the numbering system continues from block to block in a uniform manner.

**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
AUGUST 8, 2022  
&  
CITY COUNCIL  
AUGUST 15, 2022**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 8, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, August 15, 2022 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:

**Case P22-266:** Request by the City of Tomball to amend Section(s) 50-33 (*Board of adjustments*) and 50-34 (*Amendments to zoning chapter and districts, administrative procedures, and enforcement*) of the Tomball Code of Ordinances by increasing the required notification area for public hearings.

**Case P22-267:** Request by the City of Tomball to amend Section(s) 40-65 (*Streets; specific standards*) of the Tomball Code of Ordinances by adding/revising the right-of-way widths for roadways classifications.

**Case P22-268:** Request by the City of Tomball to amend Section(s) 40-28 (*Application for Preliminary Plat Approval*) and 40-30 (*Application for Final Plat Approval*) of the Tomball Code of Ordinances by revising the plat review application submission deadline(s).

**Case P22-269:** Request by the City of Tomball to amend Chapter 40, Article III (*Subdivision Design Standards*) of the Tomball Code of Ordinances by adding sections to address driveway approaches and related requirements to include separation requirements and access management standards.

**Case P22-270:** Request by the City of Tomball to amend Section 40-74 (*Lots, general provisions*) and 40-75 (*Minimum Lot Sizes*) of the Tomball Code of Ordinances by adding/revising regulations pertaining to lot sizes.

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 Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **5<sup>th</sup>** day of **August 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*

Jared Smith  
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) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov).

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Adopt, on Second Reading, Ordinance No. 2022-24, an ordinance of the City of Tomball, Texas, amending Section(s) 40-65 (Streets; specific standards) of the Tomball Code of Ordinance by adding/revising the right-of-way widths for roadway classifications; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters

**Background:**

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (4 Vote Aye, 0 Votes Nay)

**Origination:** City of Tomball

**Recommendation:**

Adopt on Second Reading

**Party(ies) responsible for placing this item on agenda:** Nathan Dietrich, Community Development 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

**ORDINANCE NO. 2022-24**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY AMENDING SECTION 40-65 (STREETS; SPECIFIC STANDARDS), OF ARTICLE III, DESIGN STANDARDS, OF CHAPTER 40, SUBDIVISIONS; PROVIDING FOR SEVERABILITY; 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**, the City Staff presented the proposed text amendment regarding street right-of-way standards to the Planning and Zoning Commission; and

**WHEREAS**, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the Planning and Zoning Commission held a public hearing regarding the proposed text amendment; and

**WHEREAS**, the Planning and Zoning Commission recommended in its final report that the City Council approve the requested text amendment; and

**WHEREAS**, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the City Council held a public hearing on the proposed text amendment; and

**WHEREAS**, the City Council finds it to be in the best interest of the health, safety and welfare of the citizens to approve the text amendment as contained in this ordinance; now, therefore,

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

**Section 1.** The facts and matters contained in the preamble to this ordinance are hereby found to be true and correct.

**Section 2.** Article III, Design Standards, of Chapter 40, Subdivisions of the Code of Ordinances of the City of Tomball, Texas is hereby amended, as set out in Exhibit A, attached hereto and made a part of this Ordinance for all purposes.

**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 who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in 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 3<sup>RD</sup> DAY OF OCTOBER, 2022.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DUNAGIN	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN PARR	<u>AYE</u>

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 17<sup>TH</sup> DAY OF OCTOBER, 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
DORIS SPEER, City Secretary

**Exhibit “A”**

**AMEND:** Section 40-65 (Streets; specific standards)

**REVISE:** Delete and Add the following entries in alphabetical order and renumber accordingly:

**DELETE:**

~~(b) *Right-of-way width, widening.* The width of the right-of-way to be dedicated for any street shall be as follows:~~

- ~~(1) *Local streets.* The width of the right-of-way for local streets shall be not less than 80 feet. Provided, however, a right-of-way width of not less than 60 feet may be approved if there is also dedicated a ten-foot wide drainage and utility easement immediately adjacent to each side of such local street, which, in combination, would total 80 feet in width, and an open ditch drainage system is provided for such street. In those instances where a proposed subdivision is located adjacent to an existing public street with a right-of-way width less than 60 feet, sufficient additional right-of-way shall be dedicated within the subdivision to accommodate the development of the street to a total right-of-way width of not less than 60 feet. Notwithstanding the foregoing, the planning and zoning commission may, on written application, in its discretion authorize a street right-of-way width of not less than 50 feet for a local street where such street cannot reasonably be made to continue or extend onto an existing, approved, proposed, or possible future street, is so located that logically it could not be extended to connect with an existing, approved, or proposed street, there is not a likelihood that it would inhibit the ability of the city to provide emergency services from fire, police, medical, or other rescue personnel, the street provides access to single-family residential properties only, and the total length of such street does not exceed 700 feet.~~
- ~~(2) *Collector streets.* The width of the right-of-way for collector streets shall be not less than 80 feet.~~
- ~~(3) *Arterial streets.* The width of the right-of-way for arterial streets shall be not less than 100 feet.~~

**ADD:**

(b) *Right-of-way width, widening.* The width of the right-of-way to be dedicated for any street shall be in accordance with Table 40-65.1:

**Table 40-65.1**

Street Type	Standard Right-of-Way Width**	Minimum Right-of-Way*
Alley	20'	15'
Local	60'	50'
Collector	60'	60'
Minor Arterial	80'	80'
Major Arterial	100'	100'

\*The Purpose of the minimum right-of-way is to accommodate pre-existing situations in developed areas where it is impractical to require the standard width. The minimum local street right-of-ways width may be utilized within single-family residential subdivisions if the street right-of-way serves as the shortest direct path to a roadway of higher classification (i.e. collector or arterial) for no more than 25-dwelling units.

\*\*The standard right-of-way width for major arterial sections of Medical Complex Drive & Agg Road shall be



## Ordinance Amendment Staff Report

Planning & Zoning Commission Public Hearing Date: August 8, 2022  
City Council Public Hearing Date: August 15, 2022

**Case:** P22-267  
**Section(s):** 40-65 (*Streets; Specific Standards*)  
**Subject:** Add/Revise Right-of-Way Widths for Roadway Classifications

### **BACKGROUND**

Section 40-65 (b) in the City of Tomball Code of Ordinance provides desired right-of-way widths for the varying street classifications found within the City of Tomball. The right-of-way widths listed do not align with the current City of Tomball construction design standards for streets. This proposed amendment is to remove the existing “Right-of-way width, widening” section of the code of ordinance and replace with a table that outlines standard and minimum desired right-of-way widths that are in alignment with our current design standards.

### **NOTICE OF PUBLIC HEARING:**

A public hearing notice was published in the Potpourri on July 27, 2022.

### **PROPOSED ORDINANCE AMENDMENT(s):**

Code of Ordinance Section(s):

40-65:

#### **REMOVE:**

~~(b) *Right-of-way width, widening.* The width of the right-of-way to be dedicated for any street shall be as follows:~~

~~(1) *Local streets.* The width of the right-of-way for local streets shall be not less than 80 feet. Provided, however, a right-of-way width of not less than 60 feet may be approved if there is also dedicated a ten-foot wide drainage and utility easement immediately adjacent to each side of such local street, which, in combination, would total 80 feet in width, and an open ditch drainage system is provided for such street. In those instances where a proposed subdivision is located adjacent to an existing public street with a right-of-way width less than 60 feet, sufficient additional right-of-way shall be dedicated within the subdivision to accommodate the development of the street to a total right-of-way width of not less than 60 feet. Notwithstanding the foregoing, the planning and zoning commission may, on written application, in its discretion authorize a street right-of-way width of not less~~

~~than 50 feet for a local street where such street cannot reasonably be made to continue or extend onto an existing, approved, proposed, or possible future street, is so located that logically it could not be extended to connect with an existing, approved, or proposed street, there is not a likelihood that it would inhibit the ability of the city to provide emergency services from fire, police, medical, or other rescue personnel, the street provides access to single-family residential properties only, and the total length of such street does not exceed 700 feet.~~

- ~~(2) Collector streets. The width of the right-of-way for collector streets shall be not less than 80 feet.~~
- ~~(3) Arterial streets. The width of the right-of-way for arterial streets shall be not less than 100 feet.~~

**ADD:**

(b) *Right-of-way width, widening.* The width of the right-of-way to be dedicated for any street shall be in accordance with Table 40-65.1:

**Table 40-65.1**

Street Type	Standard Right-of-Way Width**	Minimum Right-of-Way*
Alley	20'	15'
Local	60'	50'
Collector	60'	60'
Minor Arterial	80'	80'
Major Arterial	100'	100'

\*The Purpose of the minimum right-of-way is to accommodate pre-existing situations in developed areas where it is impractical to require the standard width. The minimum local street right-of-ways width may be utilized within single-family residential subdivisions if the street right-of-way serves as the shortest direct path to a roadway of higher classification (i.e. collector or arterial) for no more than 25-dwelling units.

\*\*The standard right-of-way width for major arterial sections of Medical Complex Drive & Agg Road shall be 120'.

**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
AUGUST 8, 2022  
&  
CITY COUNCIL  
AUGUST 15, 2022**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 8, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, August 15, 2022 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:

**Case P22-266:** Request by the City of Tomball to amend Section(s) 50-33 (*Board of adjustments*) and 50-34 (*Amendments to zoning chapter and districts, administrative procedures, and enforcement*) of the Tomball Code of Ordinances by increasing the required notification area for public hearings.

**Case P22-267:** Request by the City of Tomball to amend Section(s) 40-65 (*Streets; specific standards*) of the Tomball Code of Ordinances by adding/revising the right-of-way widths for roadways classifications.

**Case P22-268:** Request by the City of Tomball to amend Section(s) 40-28 (*Application for Preliminary Plat Approval*) and 40-30 (*Application for Final Plat Approval*) of the Tomball Code of Ordinances by revising the plat review application submission deadline(s).

**Case P22-269:** Request by the City of Tomball to amend Chapter 40, Article III (*Subdivision Design Standards*) of the Tomball Code of Ordinances by adding sections to address driveway approaches and related requirements to include separation requirements and access management standards.

**Case P22-270:** Request by the City of Tomball to amend Section 40-74 (*Lots, general provisions*) and 40-75 (*Minimum Lot Sizes*) of the Tomball Code of Ordinances by adding/revising regulations pertaining to lot sizes.

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 Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **5<sup>th</sup>** day of **August 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*

Jared Smith  
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) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov).

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 17, 2022

#### Topic:

Approve the Purchase of the Verity Voting 2.5 System election equipment from Hart Intercivic through the Buyboard Purchasing Cooperative (Contract No. 622-20) for a not to exceed amount of \$63,543.09, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This purchase was included in the FY 2022-2023 Budget.

#### Background:

In the FY 2022-2023 Budget, City Council approved and budgeted funds for the purchase of the Hart Intercivic Verity Voting 2.5 System for use in conducting the City of Tomball's elections. Tomball is able to purchase the system through the COOP BuyBoard.

The Verity Voting 2.5 System equipment has been certified by the Texas Secretary of State and the United States Election Assistance Commission, finding that the Verity Voting 2.5 System and its components:

1. Preserve the secrecy of the ballot;
2. Are suitable for the purpose for which they are intended;
3. Operate safely, efficiently, and accurately and comply with the voting system standards adopted by the Election Assistance Commission;
4. Are safe from fraudulent or unauthorized manipulation;
5. Permit voting on all offices and measures to be voted on at the election;
6. Prevent counting votes on offices and measures on which the voter is not entitled to vote;
7. Prevent counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevent counting votes for more than the number of candidates for whom the voter is entitled to vote;
8. Prevent counting a vote on the same office or measure more than once;
9. Permit write-in voting; and
10. Are capable of providing records from which the operation of the voting system may be audited.

Administrative Policy No. 9 requires that purchases of \$50,000 or more must be approved by Council prior to acceptance/execution.

**Origination:** City Secretary

#### Recommendation:

Approve contract for the purchase of Hart Intercivic Verity Voting 2.5 System, in the amount of \$63,543.09 through the COOP BuyBoard.

**Party(ies) responsible for placing this item on agenda:** Doris Speer, City Secretary

#### FUNDING (IF APPLICABLE)

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

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

If yes, specify Account Number: #100-114-6371



VERITY

MASTER AGREEMENT

This Master Agreement ("Agreement"), entered into effective as of \_\_\_\_\_, 202\_\_ ("the Effective Date") by and between Hart InterCivic, Inc., a Texas corporation ("Hart") and the Customer set forth below ("Customer"), sets forth the terms and conditions pursuant to which Customer may procure from Hart certain hardware ("Hardware"), software ("Software") licenses and support services ("Software Support Services"), warranty services ("Warranty Services"), and/or design, engineering, software development, project management, operational training, election event support, and/or other services ("Professional Services"), from time to time. Hardware and Software may be referred to as "Products" and Warranty Services, Software Support Services and/or Professional Services may be referred to as "Services." Products may be "Hart Hardware," and "Hart Proprietary Software," (i.e. "Hart Products") or "Third Party Hardware" and "Sublicensed Software" (i.e. "Third Party Products"). The foregoing may be referred to together as the "Verity system."

Hart agrees to sell or provide to Customer Products and Services according to this Agreement, which includes all Schedules, Attachments and Exhibits. Customer agrees to all terms and conditions of this Agreement. Pricing and other material terms of Customer's initial commitment are as set forth in the Schedule A or Customer Signed Quote attached hereto as Exhibit A. This Agreement and Hart's quotations issued hereunder together comprise the complete and exclusive Agreement for the sale of the Products and the provision of the Services. No other terms and conditions sent by Customer shall apply, including any terms or conditions contained in any purchase order, request for quote (RFQ), request for proposal (RFP), communication or other operational form that is in addition to or different than the terms and conditions of this Agreement. Any of Customer's terms and conditions that are different from or in addition to those contained herein are hereby objected to and shall be of no effect unless specifically agreed to in writing by an officer of Hart. Customer acknowledges it has read and understands this Agreement (including all Schedules, Attachments and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement (including all Schedules, Attachments and Exhibits).

Agreed and Accepted:

**Customer**

Jurisdiction: Tomball, TX  
Name: Tomball, TX  
Address: 401 Market Street  
Tomball, TX 77375  
Phone: (281) 290-1002  
Facsimile: (281) 351-6256  
E-mail: dspeer@tomballtx.gov

**Hart**

Hart InterCivic, Inc.  
PO Box 80649  
Austin, Texas 78708-0649  
Attn.: Julie Mathis, CEO  
800-223-4278  
800-831-1485  
jmathis@hartic.com

Executed By: \_\_\_\_\_  
Name: Doris Speer  
Title: City Secretary

\_\_\_\_\_  
Julie Mathis  
President & CEO

This Agreement is not effective until executed by both parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.





VERITY

MASTER AGREEMENT

This Master Agreement ("Agreement"), entered into effective as of \_\_\_\_\_, 202\_\_ ("the Effective Date") by and between Hart InterCivic, Inc., a Texas corporation ("Hart") and the Customer set forth below ("Customer"), sets forth the terms and conditions pursuant to which Customer may procure from Hart certain hardware ("Hardware"), software ("Software") licenses and support services ("Software Support Services"), warranty services ("Warranty Services"), and/or design, engineering, software development, project management, operational training, election event support, and/or other services ("Professional Services"), from time to time. Hardware and Software may be referred to as "Products" and Warranty Services, Software Support Services and/or Professional Services may be referred to as "Services." Products may be "Hart Hardware," and "Hart Proprietary Software," (i.e. "Hart Products") or "Third Party Hardware" and "Sublicensed Software" (i.e. "Third Party Products"). The foregoing may be referred to together as the "Verity system."

Hart agrees to sell or provide to Customer Products and Services according to this Agreement, which includes all Schedules, Attachments and Exhibits. Customer agrees to all terms and conditions of this Agreement. Pricing and other material terms of Customer's initial commitment are as set forth in the Schedule A or Customer Signed Quote attached hereto as Exhibit A. This Agreement and Hart's quotations issued hereunder together comprise the complete and exclusive Agreement for the sale of the Products and the provision of the Services. No other terms and conditions sent by Customer shall apply, including any terms or conditions contained in any purchase order, request for quote (RFQ), request for proposal (RFP), communication or other operational form that is in addition to or different than the terms and conditions of this Agreement. Any of Customer's terms and conditions that are different from or in addition to those contained herein are hereby objected to and shall be of no effect unless specifically agreed to in writing by an officer of Hart. Customer acknowledges it has read and understands this Agreement (including all Schedules, Attachments and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement (including all Schedules, Attachments and Exhibits).

Agreed and Accepted:

**Customer**

**Hart**

Jurisdiction: Tomball, TX  
Name: Tomball, TX  
Address: 401 Market Street  
Tomball, TX 77375  
Phone: (281) 290-1002  
Facsimile: (281) 351-6256  
E-mail: dspeer@tomballtx.gov

Hart InterCivic, Inc.  
PO Box 80649  
Austin, Texas 78708-0649  
Attn.: Julie Mathis, CEO  
800-223-4278  
800-831-1485  
jmathis@hartic.com

Executed By: \_\_\_\_\_  
Name: Doris Speer  
Title: City Secretary

\_\_\_\_\_  
Julie Mathis  
President & CEO

This Agreement is not effective until executed by both parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

## 1. ORDERING

Customer may request quotations for Products or Services from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any Products or Services from Hart. Any Customer request for quotation must include the following information: (i) description of requested Product or Services; (ii) unit quantity and/or desired term; (iii) Hart's part number and/or vendor part number, if applicable; (iv) current unit price as provided by Hart, if applicable; (v) correct shipping address, if applicable; and (vi) any other order information required by Hart. Each request for quotation shall identify the address of the shipping destination, if applicable. Customer may only make a request for quotation via facsimile and other Hart approved electronic ordering methods, including email. All quotations are valid for only 30 days unless specifically stated on the front of the quotation. If the quotation is signed by Customer within thirty (30) days, Hart will provide notice of its acceptance via countersignature within fifteen (15) days of the date on which it receives Customer's signature on the Hart quotation. Failure to provide such written acceptance shall be deemed Hart's rejection of the order. Hart reserves the right to accept or reject any order initiated by Customer in Hart's discretion. Only signed quotations will obligate the parties to the terms of such quotations and this Agreement with respect to the applicable Products and/or Services. Each accepted quotation shall be subject to the terms and conditions of this Agreement.

## 2. PRICING

- 2.1. **Products.** Prices for Products shall be specified by Hart in the relevant quotation or proposal and are subject to change without notice, including Prices for backordered Products, however, Prices in quotations or other agreements signed by both Parties are not subject to change. All prices are exclusive of shipping and packing costs, and insurance.
- 2.2. **Annual License and Support Fee.** The "Annual Fee" is the combined fee for licensing (in the case of Hart Proprietary Software), sublicensing (in the case of Sublicensed Software, if any), and support (a "License and Support Subscription"). Pricing for the initial Annual Fee is the amount specified as the "Initial Annual Fee" on **Exhibit A**. Pricing for subsequently ordered License and Support Subscriptions shall be specified on the applicable quotation, and unless otherwise specified, shall be pro-rated so as to be co-terminus with the initially-ordered License and Support Subscriptions. Hart may adjust the amount of the Annual Fee for renewal License and Support Subscription terms by notifying Customer of any price changes with the invoice in which the adjustment is made. Unless adjusted by Hart, each renewal Annual Fee will be the same as the Annual Fee for the renewing License and Support Subscription.
- 2.3. **Other Services.** Pricing for other Services shall be set forth in the applicable quotation, or if not specified, at Hart's then-current hourly rates.
- 2.4. **Additional Charges.** Additional charges may apply to Services e.g., travel, communication and other expenses. There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of other than Hart-recommended equipment purchased by the Customer for use with the Products. Any other additional charges must be mutually agreed to by Hart and Customer and documented in an amendment to this Agreement.
- 2.5. **Taxes.** All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents Hart with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event Hart is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Hart therefore.

## 3. PAYMENT

- 3.1. **Products.** Except as otherwise provided in Hart's quotation, amounts due for Products shall be billed upon shipment and shall be paid in full within thirty (30) days after delivery.
- 3.2. **Annual Fee.** The Annual Fee for the initial License and Support Subscription is due upon execution of this Agreement and annually thereafter before expiration thereof. Annual Fees for subsequently ordered License and Support Subscriptions, if any, shall be due upon acceptance of order and unless specified on the applicable quotation, the corresponding Annual Fees for renewals thereof shall be due annually with the renewal of the initially-ordered License and Support Subscription (i.e. shall be pro-rated and become co-terminus). If Customer fails to timely pay an Annual Fee, all Software licenses and Software Support Services will automatically terminate.
- 3.3. **Other Services.** Amounts due for other Services shall be billed upon the earlier to occur of one or more of the following: first election in which the Professional Services are used; receipt of Services acceptance; not later than sixty (60) days after the date of Customer's first election in which any portion of the Hardware and/or Software is used, and shall be due within thirty (30) days of receipt of invoice.

- 3.4. **Payment Mechanics.** Customer will pay all amounts due under this Agreement in U.S. Dollars. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Hart in a notice to Customer. Hart reserves the right to require C.O.D. payment, a letter of credit, or other security for payment if it determines that such terms are required to assure payment. Customer shall promptly notify Hart in writing of any change to Customer's name, address, or billing information.
- 3.5. **Late Fees.** Hart may impose interest at the lower of: (1) one and one-half percent (1½%) per month, or (2) the highest rate of interest then permitted by applicable law for all past due balances, compounded monthly and rounded to the next highest whole month. Customer also agrees to pay or reimburse all fees and expenses reasonably incurred by Hart in collecting any amounts due under this Agreement, including, but not limited to, all attorneys' fees associated therewith. Hart shall have the right, in addition to any and all other rights and remedies available at law or in equity, to delay or cancel any deliveries, to reduce or cancel any or all quantity discounts extended to Customer, and/or to suspend the provision of Services if Customer is in default of payments or any other material term of this Agreement.
- 3.6. **Billing Disputes.** If any dispute exists between the parties concerning the amount due or due date of any payment, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer or Hart of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

#### 4. **HARDWARE SPECIFIC TERMS**

- 4.1. **Delivery.** Hart will provide estimated shipment dates upon acceptance of Customer's signed quotation. Shipment dates on Hart quotations are approximate only and Hart will not be subject to liability for late or delayed shipment. In the event Customer is unable to receive the Hardware Products at the time of delivery Hart, at its sole option and convenience, may deliver such products to storage at any suitable location including Hart's facilities. All costs incurred by Hart for the transportation, storage, and insurance of such Hardware Products shall be borne by Customer.
- 4.2. **Hart Voting System Equipment Pick-Up.** If Customer has legacy Hart Voting System (HVS) equipment, Hart will pick up and salvage all HVS voting devices, computers, and peripherals at no cost to Customer. Customer may retain databases and reports stored on such equipment solely to comply with record retention policies. Customer may retain minimal necessary computers and copies of legacy software for access to records retention databases. Customer agrees to remove all HVS software from all retained computers at the close of the records retention period. Upon request, Customer will provide Hart with written certification that such software has been deleted.
- 4.3. **Acceptance.** Customer shall examine all Hardware Products promptly upon receipt thereof. Within ten (10) business days of such receipt, Customer shall notify Hart in writing of any manner in which Customer claims that the Hardware Products fail to conform to their applicable specification, or as to any claimed shortages, or shipments errors. If no written notification is received by Hart within such period, the Hardware Products delivered hereunder shall be deemed accepted by Customer ("**Hardware Acceptance**"). Hardware Product will be deemed conforming if it meets Hart's published specification for such Product, and any specifications identified on the applicable quotation. Upon Customer's Acceptance, any defects in material or workmanship shall be addressed pursuant to the warranty in Section 9 below.
- 4.4. **Installation.** A Hart representative may install the Hardware Products at the Customer's site on a mutually agreed upon date during Hart's normal working hours, within ten (10) business days of delivery, or as soon as is practicable for both parties. Billing will occur on the date the Hardware is shipped to the Customer's site, per Section 3.1 If additional labor and rigging or Customer-specified customization is required for installation due to Customer's special site requirements, Customer will pay those costs including costs to meet union or local law requirements.
- 4.5. **Title and Transportation.** Hardware Products are shipped Ex Works (Incoterms 2010) from Hart's designated shipping point. Title transfer and transfer of risk of loss or damage shall be deemed to occur upon Hart making such Hardware Products available to the carrier at Hart's designated shipping point. Hart reserves the right to select the method and routing of transportation and the right to make delivery in installments unless otherwise specified at the time of quotation acceptance by Hart but in no event will the carrier be deemed the agent of Hart. Notwithstanding the foregoing, if customer chooses a financing option offered by Hart, then title to hardware will pass to Customer according to the terms of the finance agreement.
- 4.6. **Rescheduling and Cancellation.** Except in the event of unreasonable delays beyond the quoted delivery dates or an uncured default of a material term of this Agreement by Hart, Customer shall not have the right to change, cancel, or reschedule an accepted quotation in whole or in part without the prior consent of Hart. In the event Customer requests a rescheduling of any Hardware Product and such request is accepted by Hart, Customer agrees to promptly pay Hart's standard reschedule charge. Hart may not cancel a quotation after it has accepted Customer's signed submission thereof. Customer may not cancel an order after submission to Hart of a signed quotation. Any cancellations following such times will be at the non-cancelling party's sole discretion and upon terms dictated by the non-cancelling party.

#### 5. **SOFTWARE SPECIFIC TERMS**

- 5.1. **License.** Subject to the terms and conditions of this Agreement and for so long as Customer has a current License and Support Subscription in effect, Hart grants to Customer (i) a personal, nonexclusive, nontransferable, and limited license to use the Hart Proprietary Software (which includes Firmware, meaning the Hart Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software, if applicable. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction on the signature page of this Agreement and only on the hardware or other computer systems authorized by Hart in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable quotation. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. To the extent Hart Proprietary Software contains embedded third party software, third party licenses may apply. More information concerning embedded third party software can be found in the application's "Help->About" and is available upon written request. Such embedded third party software is distinguished from "Sublicensed Software" which is stand-alone software not part of Hart Proprietary Software that may be included under this Agreement. See **Exhibit D** for a listing of Hart Proprietary Software and Sublicensed Software.
- 5.2. **Records and Audit.** Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software and access to the Software licensed hereunder, including without limitation with respect to access thereto. Licensee shall retain such books and records for a period of five (5) years from the date of cessation of any such usage, notwithstanding any expiration or termination of this Agreement. Customer agrees that during the term of this Agreement and such period, Hart, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer's compliance with the terms of the licenses and sublicenses granted to Customer. If any such examination discloses unauthorized usage, then Customer, in addition to paying such payment then due and without limiting Hart's remedies, shall pay the reasonable fees for the audit.
- 5.3. **Restrictions**
- 5.3.1. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Hart: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use Hart branded or approved peripherals and consumables with the Verity system.; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; and (iii) Customer shall not modify the Hardware or Software. If Customer does not comply with any provisions of this Section 5.3, then (i) the Limited Warranties under Section 9 and the licenses and sublicenses granted under Section 5.1 will automatically terminate; (ii) Hart may terminate its obligation to provide Software Support Services under Section 8; (iii) Hart will have no further installation obligations. Furthermore, if Customer uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Customer under Section 5.1, Hart reserves its rights to enforce its patents with respect to those claims.
- 5.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Hart.
- 5.3.3. Customer shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of software and hardware on which the software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.
- 5.3.4. Customer shall not publish any results of benchmark tests run on any Software.
- 5.3.5. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Customer shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.

## 6. DOCUMENTATION

Hart will provide Customer with one (1) electronic copy of the standard user-level documentation and operator's manuals and where applicable, environmental specifications for the Product installed at the Customer's location before the first election for which the Product will be used, following installation.

## 7. PROPRIETARY RIGHTS

7.1. **Reservation of Rights.** Customer acknowledges and agrees that the design of the Products, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of Hart and its licensors. Customer agrees that the sale of the Hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the Products, are the sole and absolute property of Hart and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, code, updates, and trade secrets developed by Hart personnel (alone or jointly with others, including Customer) in connection with Confidential Information, Verity system, and Hart Proprietary Software will be the exclusive property of Hart.

7.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products at any time. Such proposals, suggestions, or recommendations will become Hart's property and are hereby assigned to Hart. Hart may include any such proposals, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Product updates, without restriction or obligation. Hart is under no obligation to change, alter, or otherwise revise the Products according to Customer's proposals, suggestions, or recommendations.

7.3. **License Back** If Customer possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity system, its method of operation, or any component thereof, Customer hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims.

## 8. SOFTWARE SUPPORT SERVICES

8.1. **Description of Software Support Services.** Subject to the terms and conditions of this Agreement and for so long as Customer has the requisite number of License and Support Subscriptions in effect, Hart will provide Customer the Software Support Services described below. Software Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Section 9. If Hart, in its discretion, provides Software Support Services in addition to the services described under this Section, Customer will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Customer.

8.1.1. *Software Support Services.* Software Support Services will consist of assisting the Customer in the use of software for purposes of election administration, including functions related to pre-election and post-election testing and general operation of the Verity system. Assistance is available via phone and email through the Hart Customer Support Center. See **Exhibit B** for Hart Customer Support contact information and hours.

Software Support Services may consist of periodic updates to Hart Proprietary Software, at Hart's discretion. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Software errors or defects must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a remedy or suitable corrective action. The exclusions from warranty coverage under Section 9.5 also are exclusions from Software Support Services under this Section. There may be consumable, shipping and on-site service charges for update releases of software and there may be feature charges for update or enhancement releases of software.

## 9. WARRANTY AND EXTENDED WARRANTY

9.1. **Certification.** Where applicable, Verity system components that require certification will meet the certification requirements in place on the effective date of the Master Agreement.

9.2. **Hart Hardware Limited Warranty.** Hart warrants that during the warranty period, the Hart Hardware purchased by Customer will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Verity Operator's Manuals for the Hart Hardware applicable at the time of the installation of the Hardware. The warranty

period for new Hart Hardware (other than Consumables) is one (1) year, beginning ten (10) days after the shipping date. The warranty period for used and/or refurbished hardware is ninety (90) days, beginning ten (10) days after the shipping date. Consumables are warranted only to be free from manufacturing defects for a period ninety (90) days, beginning ten (10) days after the shipping date. Hart will, at Hart's sole discretion, replace or repair any Hart Hardware that does not comply with this warranty, at no additional charge to Customer. To request warranty service, Customer must contact Hart in writing within the warranty period. Hart may elect to conduct any repairs at Customer's site, Hart's facility, or any other location specified by Hart. Any replacement Hart Hardware provided to Customer under this warranty may be new or reconditioned. Hart may use new and reconditioned parts in performing warranty repairs and building replacement products. If Hart repairs or replaces Hart Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired Hart Hardware. Hart owns all replaced Hart Hardware and all parts removed from repaired products. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Software Support Services set forth in Section 9.5. This warranty does not cover any Hart Hardware that has had the original identification marks and/or numbers removed or altered in any manner. This warranty does not include any type of routine maintenance service or preventative maintenance service. This Hardware Limited Warranty may be extended after the initial period under separate Extended Hardware Warranty agreements, subject to the order process contemplated by Section 1. Extended warranties exclude consumable items, including all types of batteries, vDrives and paper ("Consumables"). Renewal of the annual License and Support Subscription does not, in itself, extend the Hardware Limited Warranty. The remedies set forth in this Section are the full extent of Customer's remedies and Hart's obligations regarding this warranty. If the Hart Hardware is required to be reconfigured, modified, or otherwise changed after its sale to and installation at the Customer's location due to the Customer's or a local, state, or federal government certification change(s) or due to any statutory changes or new requirements, Hart will determine the feasibility and cost of the required changes and advise the Customer of the total amount due for those Hart Hardware changes. Upon written approval to move forward with the changes and receipt from the Customer of the stated fees, Hart will complete the required changes to the Customer's Hart Hardware. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY THIRD PARTY HARDWARE.

- 9.3. **Hart Proprietary Software Limited Warranty.** Hart warrants that beginning ten (10) days after the shipping of the Hart Proprietary Software and for so long as Customer has the requisite number of License and Support Subscriptions in effect, the Hart Proprietary Software will perform substantially according to the then-current functional specifications described in the applicable software Operators' Manuals accompanying such Hart Proprietary Software. To request warranty service, Customer must contact Hart in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable corrective action (a solution that will allow the software to function appropriately). Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse effect upon operation of the Hart Proprietary Software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Support Coverage set forth in Section 9.5. The remedies set forth in this Section 9.3 are the full extent of Customer's remedies and Hart's obligations regarding this warranty. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY SUBLICENSED SOFTWARE.
- 9.4. **Professional Services Warranty.** Hart represents and warrants that any Professional Services shall be performed in a professional and workmanlike manner.
- 9.5. **Exclusions from Warranty and Software Support Services.** The warranties under this Section and Software Support under Section 8 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition; (k) acts of Customer, its agents, servants, employees, or any third party; (l) servicing or support not authorized by Hart; (m) Force Majeure; or (n) Consumables, unless expressly set forth in Section 9.2. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the Customer's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Hart will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Software running on Customer's computer equipment, should Customer install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Hart will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary than that described herein. Professional Services and associated costs may be required in those situations where the Customer requests Hart's review and approval of any system changes outside the original system specifications at the time of the original acceptance date of this Agreement. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.

- 9.6. **Third Party Hardware and Sublicensed Software Excluded.** HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE AND SUBLICENSSED SOFTWARE, IF ANY, PROVIDED BY HART TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY DESCRIBED BELOW. HART HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE AND SUBLICENSSED SOFTWARE, IF ANY, PROVIDED BY HART'S DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If Hart sells, licenses, or sublicenses any Third Party Hardware or Sublicensed Software to Customer, Hart will pass through to Customer, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer. Customer agrees to look solely to the warranties and remedies, if any, provided by the manufacturer or third-party licensor. For a list of Third Party Hardware, see Exhibit A. For a list of Sublicensed Software, see Exhibit D or the applicable order. The disclaimers in this Section 9.6 are not intended to apply to embedded third party software integrated within the Hart Proprietary Software, contemplated by Section 5.1.
- 9.7. **Limited Remedies.** HART'S SOLE RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN PRODUCTS AND SERVICES IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN, AND TO THE EXTENT SET FORTH IN, THIS WARRANTY TERMS SECTION.

## 10. PROFESSIONAL SERVICES

- 10.1. **Professional Services.** Subject to the terms and conditions of this Agreement, Hart will provide Customer (i) operational training and on-site support at the first election in which the Products are used, and (ii) the Professional Services described in each Hart-accepted, Customer-signed quotation. Professional Service days cannot be exchanged for Product fees, Annual Fees, or fees for other Services. If the Professional Services in an applicable quotation are not used prior to 60 days after the date of the Customer's first election in which any portion of the Product is used, Hart's Professional Services obligations shall expire and unused days will be billed to the Customer without recovery of amounts paid in advance for Professional Services.

## 11. REPRESENTATIONS AND WARRANTIES

- 11.1. **Due Organization.** Each party represents that it is duly organized, validly existing, and in good standing in the jurisdiction of its organization, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.
- 11.2. **Conflicting Agreements.** Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

## 12. CUSTOMER RESPONSIBILITIES

- 12.1. **Independent Determination.** Customer acknowledges it has independently determined that the Products purchased under this Agreement meet its requirements
- 12.2. **Cooperation.** Customer agrees to cooperate with Hart and promptly perform Customer's responsibilities hereunder. Customer will (a) provide adequate working and storage space for use by Hart personnel near the applicable Hardware; (b) provide Hart full access to the Hardware and Software and sufficient computer time, subject to Customer's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Customer personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.
- 12.3. **Site Preparation.** Customer shall prepare and maintain the installation site in accordance with instructions provided by Hart. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.
- 12.4. **Site Maintenance; Proper Storage.** Customer shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.
- 12.5. **Use.** Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with

applicable manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.

- 12.6. **Backups.** Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Hart is not liable for data loss.

### 13. TERM AND TERMINATION

#### 13.1. Term.

- 13.1.1. *Of Agreement.* Unless earlier terminated as set forth herein, the initial term of this Agreement is one (1) year.
- 13.1.2. *Of License and Support Subscription.* Unless earlier terminated as set forth herein, the initial term of the License and Support Subscriptions is one (1) year. Unless otherwise provided in the applicable quotation subsequently ordered License and Support Subscriptions shall be pro-rated so as to be co-terminus with the initially ordered License and Support Subscriptions.
- 13.1.3. *Of Hardware Warranty.* Unless earlier terminated as set forth herein, the initial term of new Hardware Warranties is one (1) year.

#### 13.2. Renewals.

- 13.2.1. *Of Agreement.* This Agreement shall automatically renew for successive periods of one (1) year following the initial term unless one party notifies the other of its intent not to renew not less than ninety (90) days prior to the end of the then-current term.
- 13.2.2. *Of License and Support Subscriptions.* Except as otherwise provided in this Agreement, Customer must renew License and Support Subscriptions before their expiration by paying the Annual Fee invoiced by Hart, as provided in Section 2.2, before the anniversary date immediately following the date of invoice. Each renewal License and Support Subscriptions term will be a one (1) year, commencing on the expiration of the prior term and expiring on the immediately following anniversary date.
- 13.2.3. *Hardware Warranties.* Hardware warranties may be extended through a separate Extended Hardware Warranty, ordered in accordance with Section 1. Renewal of this Master Agreement and the License and Support Subscription do not, in themselves, extend hardware warranties.

#### 13.3. Termination.

- 13.3.1. *By Hart.* This Agreement and/or all then-current License and Support Subscriptions and Professional Services orders shall automatically terminate or expire as set forth herein and may be terminated by Hart if Customer is in breach of a term hereof and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 13.3.2. *By Customer.* Customer may terminate this Agreement, a Product order, or a License and Support Subscriptions and Professional Services orders issued hereunder if Hart is in breach of a term hereof or thereof, as applicable, and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 13.4. **Effect of Expiration and Termination.** Any termination under Section 13.3.1 shall operate to terminate this Agreement and any then current License and Support Subscriptions and Professional Services orders. Any termination under Section 13.3.2 of a License and Support Subscription or Professional Services order shall operate only upon such subscription or order, and shall have no effect on this Agreement or other subscriptions or orders then in effect. Sections 3, 5.2-5.4, 7, 9.5-9.7, 12, 13.4, and 14-18 shall survive any termination or expiration of this Agreement or the applicable License and Support Subscription and/or Professional Services order. All other rights and obligations shall be of no further force or effect.

### 14. CONFIDENTIALITY

- 14.1. **Definition.** "Confidential Information" means any information related to Hart's business or the Verity system, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. Confidential Information includes, without limitation, all Software, the Documentation and support materials, and the terms and conditions of this Agreement.
- 14.2. **Non-Use and Non-Disclosure.** Customer will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Hardware and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them,

and all copies thereof, at a secure location and limit access to those employees who must have access to enable Customer to use the Software. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to Hart or its suppliers and licensors.

- 14.3. **Return of Confidential Information.** Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to Hart all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies). Upon termination of Customer's license or sublicense of Software, Customer shall immediately discontinue all use of the Software and return to Hart or destroy at Hart's option, the Software, including Firmware (and all related Documentation (electronic and hard copy)) and all archival, backup, and other copies of Software, Firmware and Documentation, and provide certification to Hart of such return or destruction. Return or destruction may include hard drives and/or component flash drive devices.
- 14.4. **Customer Employees, Agents and Contractors.** Customer will inform its employees and other agents and contractors of their obligations under this Section 14 and shall be fully responsible for any breach thereof by such personnel.

## 15. INDEMNIFICATION

- 15.1. **Indemnity.** Hart, at its own expense, will defend Customer against any claim that the Hart Hardware or Hart Proprietary Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives Hart prompt written notice of such claims; (b) permits Hart to control the defense and settlement of the claims; and (c) provides all reasonable assistance to Hart in defending or settling the claims.
- 15.2. **Remedies.** As to Hart Hardware or Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the Hart Hardware or Hart Proprietary Software for Customer or (b) replace or modify the Hart Hardware or Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Customer will cease using the applicable Hart Hardware and Hart Proprietary Software, Customer will return to Hart all applicable Hart Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and Customer will certify in writing to Hart that such return or destruction has been completed. Upon return or Hart's receipt of certification of destruction, Hart will give Customer a credit for the price paid to Hart for the returned or destroyed Hart Hardware and Hart Proprietary Software, less a reasonable offset for use and obsolescence.
- 15.3. **Exclusions.** Hart will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any Hardware or Software; (c) results from use of any Hart Hardware or Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is restricted to the Verity system designed by Hart; (d) relates to Sublicensed Software or Third Party Hardware alone; or (e) arises from Customer-specified customization work undertaken by Hart or its designees in response to changes in Hart Proprietary Software or Sublicensed Software that are made in response to Customer specifications.
- 15.4. **EXCLUSIVE REMEDIES.** THIS SECTION 15 STATES THE ENTIRE LIABILITY OF HART AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

## 16. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 16.1. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES APPLICABLE TO THE PRODUCT(S) AND/OR SERVICES SET FORTH IN SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CUSTOMER DATA THE EXPRESS LIMITED WARRANTIES REFERENCED ABOVE EXTEND SOLELY TO CUSTOMER AND DO NOT INCLUDE ANY TYPE OF ROUTINE MAINTENANCE SERVICE OR PREVENTATIVE MAINTENANCE SERVICE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY.
- 16.2. **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER

OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO HART UNDER THIS AGREEMENT UNDER THE ORDER FOR THE HARDWARE, SOFTWARE OR SERVICE GIVING RISE TO THE APPLICABLE CLAIM. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CUSTOMER'S NEGLIGENCE OR INTENTIONAL ACTS OR, EXCEPT AS EXPRESSLY SET FORTH HEREIN, FOR ANY CLAIM AGAINST CUSTOMER OR ANYONE ELSE BY ANY THIRD PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO CUSTOMER. THE PARTIES AGREE THAT THE LIABILITY AND WARRANTY LIMITATIONS SET FORTH IN THIS AGREEMENT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

16.3. **Third Party Products, Services and Referrals.** In addition to Third Party Products that may be ordered hereunder, Hart may direct Customer to third parties having products or services that may be of interest to Customer for use in conjunction with the Products or Services. Notwithstanding any Hart recommendation, referral, or introduction, Customer will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

## 17. DISPUTE RESOLUTION

17.1. **Disputes and Demands.** The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

17.2. **Negotiation and Mediation.** After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.

17.3. **Injunctive Relief.** Notwithstanding the other provisions of this Section 17, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.

17.4. **Time Limit.** Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

## 18. GENERAL PROVISIONS

18.1. **Entire Agreement.** This Agreement and the Schedules, Attachments, and Exhibits hereto (including Hart-provided quotations signed by Customer and accepted by Hart) are the entire agreement between the parties with respect to the subject matter contemplated herein, and supersede all prior negotiations and oral agreements with respect thereto. Hart makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a Customer purchase order, acknowledgment, or other Customer preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

18.2. **Interpretation.** This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

18.3. **GOVERNING LAW.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CUSTOMER IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CUSTOMER IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

18.4. **Severability.** Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any

provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

- 18.5. **Force Majeure.** “Force Majeure” means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, “Force Majeure” will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to Customer’s performance, the Customer, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; failure of third parties to timely provide software, hardware, materials, or labor contemplated herein including by reason of strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure or other such event occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.
- 18.6. **Compliance with Laws.** Customer and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.
- 18.7. **Assignment.** Hart may assign this Agreement or its interests herein any including the right to receive payments, without Customer’s consent. Customer will be notified in writing if Hart makes an assignment of this Agreement. Customer shall not assign this Agreement or any licenses granted hereunder without the express written consent of Hart, such consent not to be unreasonably withheld.
- 18.8. **Independent Contractors.** The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent. Hart’s employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer’s employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.
- 18.9. **Notices.** Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the signature page for the party to whom the notice is given, or on the fifth (5<sup>th</sup>) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the party’s address set forth on the signature page. Each party may change its address for notice by giving written notice of the change to the other party.
- 18.10. **Trademarks.** Verity Election Office™, Verity Voting™, Verity Scan™, Verity Touch™, Verity Controller™, Verity Access™, Verity vDrive™, Verity Touch Writer™, Verity Ballot™, Verity Layout™, Verity Build™, Verity Count™, Verity Relay™, Verity Key™, and Verity Central™, and such other Product names indicated as trademarked names of Hart are trademarks of Hart.
- 18.11. **Attorneys’ Fees.** In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, in addition to any other relief to which that party may be entitled.
- 18.12. **Equitable Relief.** The parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein would cause irreparable injury to Hart for which monetary damages alone would not be an adequate remedy, and therefore Hart shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.
- 18.13. **Government Use.** The use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Products were developed at Hart’s private expense and are commercial in nature. By using or receiving the Products, the Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

**Exhibit A**

**Schedule A or Customer Signed Quote for Initial Order**

## Exhibit B

### Hart Customer Support Contact Information and Hours

The following contact information is to be used by Customer for submitting Support requests to Hart InterCivic, Inc.:

Customer Support Center	1-866-275-4278 (1-866-ASK-HART)
Customer Support Center Fax	1-512-252-6925 or 1-800-831-1485
E-mail Address	<a href="mailto:hartsupport@hartic.com">hartsupport@hartic.com</a>
Hart InterCivic, Inc. Switchboard	1-800-223-HART (4278)
Hours of Operation	7AM-6PM Central Time, M-F
After Hours	Leave Voicemail with contact information for return call

*(The rest of this page has been intentionally left blank.)*

## Exhibit C

### Definitions

“*Hart*” means Hart InterCivic, Inc., a Texas corporation.

“*Verity Access*™” means the audio tactile interface (ATI) controller created by Hart as an add-on component to a Verity Touch™ that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from adaptive switch mechanisms that facilitate interaction with disabled voters, as needed.

“*Verity Print*™” means the device created by Hart for purposes of on-demand ballot printing; this device creates a blank paper ballot from the poll worker’s selection of the voter’s ballot style or precinct on the Verity Print interface.

“*Verity Controller*™” is a polling place management console capable of interacting with one or more Verity Touch™ devices by transmitting and receiving signals that manage an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

“*Verity Scan*™” means the Verity Scan™ device created by Hart, consisting of an in-person digital ballot imaging device. The single-feed scanner transports and scans both sides of a ballot simultaneously, and it is securely attached to a ballot box that provides for secure ballot storage and transport.

“*Verity Election Office*” means Hart InterCivic’s software platform that can accommodate a variety of election administration applications and is designed for interoperability with Verity Voting Hardware and Software.

“*Verity Touch*™” means the Verity Touch™ electronic voting device created by Hart. Verity Touch devices consist of hardware including an electronically configurable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable touchscreen liquid crystal display (LCD) panel for use in displaying ballot images, and options for tactile input buttons that facilitate voter options for selecting ballot choices and casting a ballot.

“*Verity Touch Writer*™” means the device created by Hart for ballot-marking functions. Touch Writer creates a paper marked ballot from the voter’s selections on the electronic interface or the Verity Access ATI controller.

“*Verity Voting*” means Hart InterCivic’s family of voting system components designed to conform to federal voting system standards.

***(The rest of this page has been intentionally left blank.)***





Quote Number 00009581  
 Account Name Tomball, TX  
 Grand Total \$63,543.09

Expiration Date 10/31/2022  
 Payment Terms Net 30

Please fax with signature to (512) 252-6923 or scan and email to [tcervantes@hartic.com](mailto:tcervantes@hartic.com) to order.

Item	Description	Unit Price	Quantity	Total Price
Verity Controller	Controller for Verity Duo polling place equipment	\$4,650.00	3	\$13,950.00
Verity Duo	Ballot marking device (produces summary ballot)	\$3,950.00	5	\$19,750.00
Verity Standard Booth	Standard voting booth w/ transport bag and privacy screens for Verity Duo		3	
Verity Access	Detachable ATI module for use with Verity tablet	\$520.00	2	\$1,040.00
Verity Accessible Booth	Wheelchair-accessible voting booth w/ transport bag and privacy screens		2	
Verity Headphones	Headphones for Verity accessible units		2	
Verity Scan	Digital ballot scanner	\$6,100.00	3	\$18,300.00
Verity Ballot Box	Ballot box w/ transport bag and privacy screens for use with Verity Scan		3	
Verity Duo Go	Portable carrier with thermal printer to support mobile voting on Verity Duo	\$1,500.00	1	\$1,500.00
Verity Ballot Box Lock Kit	Secondary lock kit for Verity Ballot Box	\$23.00	1	\$23.00
Thermal Ballot Stock, 8.5" x 11"	Unit price per 1000 sheets	\$185.00	7	\$1,295.00
vDrive	Flash memory card/audio card for use with Verity devices	\$66.00	12	\$792.00
Verity Key	Electronic security token	\$109.00	3	\$327.00
Secure Ballot Transport Bag	Bag for easy and secure removal and transport of ballots from ballot box	\$60.00	2	\$120.00
Battery Charger, 6 Bay	6-bay charger for Verity voting device battery	\$704.00	1	\$704.00
Professional Services - 4 Days	Includes up to 4 days of service. Additional days of service must be purchased separately.	\$2,690.00	1	\$2,690.00
License and Support	Annual license and support fee	\$1,457.00	1	\$1,457.00

Subtotal \$61,948.00  
 Shipping and Handling (Estimated) \$2,200.00  
 BuyBoard Discount (\$604.91)  
 Grand Total \$63,543.09

Bill To 401 Market St.  
 Tomball, TX 77375

Ship To 401 Market St.  
 Tomball, TX 77375

**Customer Contact**

Contact Name Doris Speer  
 Email dspeer@ci.tomball.tx.us  
 Phone (281) 290-1002

**Terms and Conditions**

The products above are listed on Hart's BuyBoard Contract #622-20. Discount is only valid if purchase is executed via the BuyBoard Purchasing Cooperative.  
 Subsequent License and Support will be billed annually per contract terms.



Quote Number

00009581

Account Name

Tomball, TX

Grand Total

\$63,543.09

Delivery includes removal and salvage of customer's existing voting system at no extra charge. Pricing subject to inventory availability at time of quote execution and acceptance. Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By Tony Cervantes Title Account Manager

Signature Tony Cervantes

Customer Approval

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Approve Resolution No. 2022-49, a Resolution and Order of the City Council of the City of Tomball, Texas, Approving the Hart Intercivic Verity Voting 2.5 System Equipment for Elections Held by the City of Tomball; and Providing for an Effective Date. This item is budgeted in FY 2022-23.

**Background:**

Upon City Council approval of the purchase of the Hart Intercivic Verity Voting 2.5 System for use in conducting the City of Tomball’s elections, Tomball must officially adopt the election voting system.

The equipment has been certified by the Texas Secretary of State and the United States Election Assistance Commission, finding that the Verity Voting 2.5 system and its components:

1. Preserve the secrecy of the ballot;
2. Are suitable for the purpose for which they are intended;
3. Operate safely, efficiently, and accurately and comply with the voting system standards adopted by the Election Assistance Commission;
4. Are safe from fraudulent or unauthorized manipulation;
5. Permit voting on all offices and measures to be voted on at the election;
6. Prevent counting votes on offices and measures on which the voter is not entitled to vote;
7. Prevent counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevent counting votes for more than the number of candidates for whom the voter is entitled to vote;
8. Prevent counting a vote on the same office or measure more than once;
9. Permit write-in voting; and
10. Are capable of providing records from which the operation of the voting system may be audited.

Texas Election Code, Section 123.001 Adoption of Voting System Required, mandates that a political subdivision officially adopt its election voting system. Approval of Resolution No. 2022-48 will officially adopt the Hart Intercivic Verity Voting 2.5 System for use in and for City of Tomball elections and authorize the use of the System for early voting by personal appearance and voting on Election Day.

**Origination:** City Secretary

**Recommendation:**

Approve Resolution No. 2022-49, adopting the Verity Voting 2.5 System

**Party(ies) responsible for placing this item on agenda:** Doris Speer, City Secretary

**RESOLUTION NO. 2022-49**

**A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF  
TOMBALL, TEXAS, APPROVING THE HART INTERCIVIC VERITY  
VOTING 2.5 SYSTEM EQUIPMENT FOR ELECTIONS HELD BY THE  
CITY OF TOMBALL; AND PROVIDING FOR AN EFFECTIVE DATE**

\* \* \* \* \*

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

**WHEREAS**, on October 17, 2022, the City Council of the City of Tomball, Texas approved the purchase of election voting tabulation systems and services manufactured, provided and supported by Hart Intercivic through the COOP BuyBoard; and

**WHEREAS**, the City of Tomball procured the Hart Intercivic Verity Voting 2.5 System (including Verity firmware and software components, Verity controllers, Verity Duo ballot marking devices, Verity standard booths, Verity access modules, Verity accessible booths, Verity headphones, Verity digital ballot scanners, Verity ballot boxes, Verity Due Go portable carrier, Verity ballot box lock kit, vDrives, Verity electronic security keys, Professional services , and annual license and support), along with the required ancillary parts and services required for this voting tabulation system equipment; and

**WHEREAS**, pursuant to Texas Election Code, Sections 122.035(a) and (b), the Texas Secretary of State and the Texas Attorney General appointed examiners who determined that the Verity Voting 2.5 system, including its hardware and software components, meets the standards for certification as prescribed by Section 122.001 of the Texas Election Code. Specifically, the VerityVoting 2.5 system and its components, among other things:

1. Preserve the secrecy of the ballot;
2. Are suitable for the purpose for which they are intended;
3. Operate safely, efficiently, and accurately and comply with the voting system standards adopted by the Election Assistance Commission;
4. Are safe from fraudulent or unauthorized manipulation;
5. Permit voting on all offices and measures to be voted on at the election;
6. Prevent counting votes on offices and measures on which the voter is not entitled to vote;
7. Prevent counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevent counting votes for more than the number of candidates for whom the voter is entitled to vote;
8. Prevent counting a vote on the same office or measure more than once;
9. Permit write-in voting; and
10. Are capable of providing records from which the operation of the voting system may be audited.

**WHEREAS**, this system has been certified by the Texas Secretary of State as of April 1, 2021, and by the United States Election Assistance Commission as of September 9, 2020; and

**WHEREAS**, the Texas Election Code, Section 123.001 Adoption of Voting System Required, requires political subdivisions to officially adopt the system for use in and for its elections;

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

**Section 1.** The City of Tomball, Texas officially adopts the Hart Intercivic Verity Voting 2.5 System for use in and for its elections; said System shall be used for early voting by personal appearance and voting on Election Day.

**Section 2.** This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**PASSED, APPROVED and RESOLVED** this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor  
City of Tomball

ATTEST:

\_\_\_\_\_  
DORIS SPEER, City Secretary  
City of Tomball



**CONTRACT PRICING WORKSHEET**  
For Catalog & Price Sheet Type Purchases

Contract No.: **EM06-19**

Date Prepared: 10/06/2022

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	City of Tomball	Contractor:	Waukesha-Pearce Industries, LLC
Contact Person:	Will Goff	Prepared By:	Mark Rickett
Phone:	281-290-1427	Phone:	713-906-4461
Fax:		Fax:	
Email:	wgoff@tomballtx.gove	Email:	markric76@att.net

Catalog / Price Sheet Name:	Earth Moving & Construction Equipment Contract No: EM06-19
General Description of Product:	Excavator

**A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary**

Quan	Description	Unit Pr	Total
1	PC35MR-5 Excavator	57661	57661
1	BOOM 8'4"	3065	3065
1	ARM 5'8"	2914	2914
			0
			0
			0
			0
			0
1	Discount Percentage 24.00%	-15273.6	-15273.6
		0	0
			0
			0
<b>Subtotal A:</b>			48366.4

**B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary**

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
1	24" Bucket	1700	1700
1	HYD Quick Coupler	6500	6500
			0
<b>Total From Other Sheets, If Any:</b>			
<b>Subtotal B:</b>			8200

**Check:** Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

**For this transaction the percentage is:**

17%

**C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Freight & 2.5% Price Increase	3091
Bucket & Coupler Install	1500
One time Dicount	-1057.4
<b>Subtotal C:</b>	

**Delivery Date:** TBD

**D. Total Purchase Price (A+B+C):**

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Approve the purchase of one (1) Vermeer BC1000XL Chipper from Vermeer Texas-Louisiana through the BuyBoard Contract (Contract No. 597-19) for a not-to-exceed amount of \$54,303.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This purchase is included in the FY 2022-2023 Budget.

**Background:**

This purchase is being made through an authorized purchasing cooperative contract and will be funded from allocated appropriations in the General Fund as part of the adopted Fiscal Year 2022-2023 Budget. This equipment, once approved, will be purchased from Vermeer Texas-Louisiana for a total amount of \$54,303.00.

Description	Amount	Purchasing Cooperative	Purchase Type
Vermeer BC1000XL Chipper	\$54,303.00	BuyBoard	Replacement

**Origination:** Public Works Department

**Recommendation:**

Staff recommends approving the purchase of one (1) Vermeer BC1000XL Chipper Vermeer Texas-Louisiana as appropriated in the Fiscal Year 2022-2023 Budget.

**Party(ies) responsible for placing this item on agenda:** Drew Huffman, Director of Public Works

**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: # 100-154-6403

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

Signed Drew Huffman 10/12/2022 Approved by \_\_\_\_\_  
 Staff Member Date City Manager Date



**Vermeer Texas-Louisiana**  
 21300 Northwest Freeway  
 Cypress, TX 77429  
 Ph: (281) 671-6000  
 vermeertexas.com

**Please remit to:**  
 Vermeer Texas-Louisiana  
 Dept # 41351 • PO Box 650823  
 Dallas, TX 75265-0823

**Ship To:** IN STORE PICKUP

Branch 03 - CYPRESS		
Date 10/10/2022	Time 8:54:58 (O)	Page 1
Account No TOMBA001	Phone No 2813515484	Est No 02 Q03223
Ship Via	Purchase Order 11111	
Tax ID No 7460035888		
CODY AVERY	Salesperson 446	

**Invoice To:** CITY OF TOMBALL  
 ATTN: ACCOUNTS PAYABLE  
 501 JAMES ST  
 TOMBALL TX 77375

**EQUIPMENT QUOTE - NOT AN INVOICE**

Description                      **\*\* Q U O T E \*\***                      EXPIRY DATE: 11/14/2022                      Amount

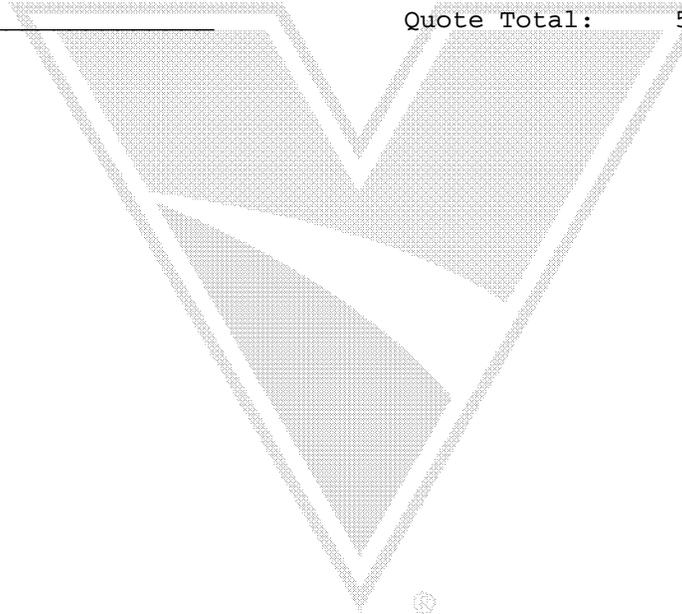
PRICE IS BASED ON 10% BUYBOARD DISCOUNT

New VERMEER BC1000XL BC1000XL 74HP DOM. VALUE PACK.- TIER 4                      54303.00

Sale # 01 Subtotal:                      54303.00  
 TOTAL:                      54303.00

Subtotal:                      54303.00  
 Quote Total:                      54303.00

Authorization: \_\_\_\_\_



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Approve the purchase of one (1) John Deere 6105E Cab Tractor from Brookside Equipment Sales through the Sourcewell Ag Tractors Contract (Contract No. 110719-JDC PG 1P CG 70) for a total amount of \$72,899.20. This purchase is included in the FY 2022-2023 Budget.

**Background:**

This purchase is being made through an authorized purchasing cooperative contract and will be funded from allocated appropriations in the Fleet Replacement Fund as part of the adopted Fiscal Year 2022-2023 Budget. This equipment, once approved, will be purchased from Brookside Equipment Sales for a total amount of \$72,899.20.

Description	Amount	Purchasing Cooperative	Purchase Type
John Deere 6105E Cab Tractor	\$72,899.20	Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)	Replacement

**Origination:** Public Works Department

**Recommendation:**

Staff recommends approving the purchase of one (1) John Deere 6105E Cab Tractor from Brookside Equipment Sales as appropriated in the Fiscal Year 2022-2023 Budget.

**Party(ies) responsible for placing this item on agenda:** Drew Huffman, Director of Public Works

**FUNDING (IF APPLICABLE)**

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

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: # 650-651-6405

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

Signed Drew Huffman 10/12/2022 Approved by \_\_\_\_\_  
 Staff Member Date City Manager Date

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580  
 UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Brookside Equipment Sales  
 19003 I-45 North Fwy  
 Spring, TX 77388  
 281-353-0204  
 rayb@brooksideusa.com

**Quote Summary**

**Prepared For:**  
 City Of Tomball  
 TX

**Delivering Dealer:**  
**Brookside Equipment Sales**  
 Andrew Hartnup  
 19003 I-45 North Fwy  
 Spring, TX 77388  
 Phone: 281-353-0204  
 hartnup.andrew@brooksideusa.com

**Quote ID:** 27533453  
**Created On:** 29 September 2022  
**Last Modified On:** 29 September 2022  
**Expiration Date:** 29 October 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6105E Cab Tractor (87 PTO hp) Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date: September 28, 2022	\$ 95,920.00	\$ 72,899.20 X	1 =	\$ 72,899.20
<b>Equipment Total</b>				<b>\$ 72,899.20</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 72,899.20
Trade In	
SubTotal	<b>\$ 72,899.20</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 72,899.20
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 72,899.20</b>

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Approve the purchase of two (2) F-250 Crew Cab Trucks from Chastang Ford through the BuyBoard purchasing contract (Contract No. 601-19) for a not-to-exceed amount of \$117,204, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. These purchases are included in the FY 2022-2023 Budget.

**Background:**

These purchases are being made through an authorized purchasing cooperative contract and will be funded from allocated appropriations in the Fleet Replacement Fund as part of the adopted Fiscal Year 2022-2023 Budget. These vehicles, once approved, will be purchased from Chastang Ford for a total amount of \$117,404.

Description	Amount	Purchasing Cooperative	Purchase Type
2022 F-250 4x4 Crew Cab with Service Body	\$62,629.00	BuyBoard	Replacement
2022 F-250 4x4 Crew Cab	\$54,575.00	BuyBoard	Replacement
<b>TOTAL</b>	<b>\$117,204.00</b>		

**Origination:** Public Works Department

**Recommendation:**

Staff recommends approving the purchase of two (2) F-250 Crew Cab Trucks from Chastang Ford as appropriated in the Fiscal Year 2022-2023 Budget.

**Party(ies) responsible for placing this item on agenda:** Drew Huffman, Director of Public Works

**FUNDING (IF APPLICABLE)**

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

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

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

Signed Drew Huffman 10/12/2022 Approved by \_\_\_\_\_  
 Staff Member Date City Manager Date

---

2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275

---



**Client Proposal**

Prepared by:

Ed Miller

Office: 713-678-5007

Email: EMILLER@CHASTANGFORD.COM

Quote ID: tomb22w2b2

Date: 10/13/2022





Prepared by: Ed Miller  
10/13/2022

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

**2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 275 | Quote ID: tomb22w2b2

**As Configured Vehicle**

Code	Description	MSRP
<b>Base Vehicle</b>		
W2B	Base Vehicle Price (W2B)	\$46,045.00
<b>Packages</b>		
600A	Order Code 600A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel - Transmission: TorqShift-G 6-Spd Auto w/SelectShift - Tires: LT245/75Rx17E BSW A/S (4) Spare may not be the same as road tire. - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.	N/C
<b>Powertrain</b>		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
68D	GVWR: 9,900 lb Payload Package	N/C
<b>Wheels &amp; Tires</b>		
TD8	Tires: LT245/75Rx17E BSW A/S (4) <i>Spare may not be the same as road tire.</i>	Included
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included
512	Spare Tire, Wheel, Carrier & Jack Required in RI. Spare tire is standard equipment; becomes optional when (66D) Pickup Box Delete is ordered.	\$295.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller  
10/13/2022

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

**2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 275 | Quote ID: tomb22w2b2

**As Configured Vehicle (cont'd)**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
<b>Seats &amp; Seat Trim</b>		
A	<b>HD Vinyl 40/20/40 Split Bench Seat</b> <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
<b>Other Options</b>		
176WB	<b>176" Wheelbase</b>	STD
96V	<b>XL Value Package</b> <i>Includes:</i> - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control	\$395.00
90L	<b>Power Equipment Group</b> <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i>  <i>Includes:</i> - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps and turn signals.</i> - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry	\$1,350.00
63R	<b>Heavy-Service Package for Pickup Box Delete</b> <i>Includes heavy-service front springs (200 lbs. upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment) and rear auxiliary springs. Note: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability.</i>  <i>Includes:</i> - Rear Stabilizer Bar	\$125.00
66D	<b>Pickup Box Delete</b> <i>Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs. GVWR). Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements).</i>  <i>Includes:</i> - Rear Bumper Delete	-\$625.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller  
10/13/2022

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275 | Quote ID: tomb22w2b2

As Configured Vehicle (cont'd)

Code	Description	MSRP
	- Spare Wheel, Tire, Carrier & Jack Delete	
	<i>The selection of 66D Pickup Box Delete adjusts the curb weight, but does not modify the payload. For payload information, contact your upfitter (final stage manufacture) or review the Body Builder Advisory Service (BBAS) website (www.fordbbas.com).</i>	
52B	Trailer Brake Controller	\$300.00
	<i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>	
872	Rear View Camera & Prep Kit	\$415.00
	<i>Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display with 4" display. Upfitters kit includes camera with mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror.</i>	
PAINT	Monotone Paint Application	STD
66S	Upfitter Switches (6)	\$165.00
	Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B).	
	<i>Located in overhead console.</i>	
	<i>Includes:</i>	
	- 200 Amp Alternator	
587	Radio: AM/FM Stereo w/MP3 Player	Included
	<i>Includes 4 speakers.</i>	
	<i>Includes:</i>	
	- SYNC Communications & Entertainment System	
	<i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.</i>	
19Z	4G LTE Wi-Fi Hotspot Removal	-\$20.00
<b>Fleet Options</b>		
942	Daytime Running Lamps (DRL) (LPO)	\$45.00
	Requires valid FIN code.	
	<i>The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable.</i>	
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
	Requires valid FIN code.	

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10/13/2022

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275 | Quote ID: tomb22w2b2

As Configured Vehicle (cont'd)

Code	Description	MSRP
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*Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*

Emissions

425	50-State Emissions System	STD
-----	---------------------------	-----

Exterior Color

Z1_01	Oxford White	N/C
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Interior Color

AS_01	Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	N/C
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Upfit Options

Buy Board	Buy Board Fee CONTRACT 601-19 <i>CONTRACT 601-19</i>	\$400.00
ALIGN	FRONT END ALIGNMENT	\$199.00
34350	Install a Knapheide 696FJ and equipment	\$11,315.00

SUBTOTAL		\$60,834.00
Destination Charge		\$1,795.00
TOTAL		\$62,629.00

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## Pricing Summary - Single Vehicle

	<b>MSRP</b>
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$46,045.00
Options	\$2,875.00
Colors	\$0.00
Upfitting	\$11,914.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,795.00
<b>Subtotal</b>	<b>\$62,629.00</b>

### Pre-Tax Adjustments

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
01 ft	DISCOUNT AND CONCESSION	-\$8,054.00
<b>Total</b>		<b>\$54,575.00</b>

Customer Signature

Acceptance Date

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## 2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275 | Quote ID: tomb22w2b2

# Selected Equip & Specs

## Dimensions

- Conventional Capacity: 12,300 lbs.
- Fifth-wheel towing capacity: 12,200 lbs.
- Vehicle body length: 266"
- Vehicle body height: 81"
- Front track: 68"
- Vehicle turning radius: 29'
- \* **Axle to end of frame: 48"**
- Frame yield strength (psi): 50000
- Front bumper to back of cab: 152"
- Rear brake diameter: 14.3"
- Max interior cargo volume: 52 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 19,500 lbs.
- Gooseneck towing capacity: 12,200 lbs.
- Vehicle body width: 80"
- Wheelbase: 176"
- Rear track: 67"
- Cab to axle: 56"
- Frame section modulus: 11 cu.in.
- Front bumper to front axle: 38"
- Front brake diameter: 14.3"
- Interior cargo volume with seats folded: 52 cu.ft.
- Total passenger volume: 131.8 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

## Powertrain

- 6.2L V-8 variable valve control, engine with 385HP
- Injection Type: sequential MPI
- Horsepower: 385 HP@5750 RPM
- Radiator
- Part-time 4WD
- Recommended fuel: regular unleaded
- Auto locking hub control
- \* **Driver selectable rear locking differential**
- Engine cylinders: V-8
- Spark ignition system
- Torque: 430 lb.-ft. @3800 RPM
- TorqShift-G 6-speed automatic
- Four-wheel drive
- All-speed ABS and driveline traction control
- Electronic transfer case shift

## Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

## Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

## Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Front and rear ventilated disc brakes
- Four channel ABS brakes

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## 2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275 | Quote ID: tomb22w2b2

### Selected Equip & Specs (cont'd)

- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system
- Hill start assist
- Front anti-roll bar
- Rigid axle rear suspension
- \* **Rear anti-roll bar**
- Re-circulating ball steering

### Body Exterior

- 4 doors
- Monotone paint
- Black windshield trim
- \* **Chrome front bumper**
- 2 front tow hooks
- Black door mirrors
- \* **Convex spotter in driver and passenger side door mirrors**
- Conventional left rear passenger door
- LT245/75RS17 AS BSW front and rear tires
- Clearcoat paint
- Black side window trim
- Black door handles
- \* **Body-coloured front bumper rub strip**
- Black grille
- Manual extendable trailer mirrors
- \* **Turn signal indicator in door mirrors**
- Conventional right rear passenger door
- 17 x 7.5-inch front and rear argent steel wheels

### Convenience

- \* **Power door locks with 2 stage unlocking**
- \* **All-in-one remote fob and ignition key**
- \* **Cruise control with steering wheel mounted controls**
- Day/Night rearview mirror
- \* **Power first-row windows**
- Illuminated locking glove box
- Front beverage holders
- 8 beverage holders
- \* **Rear door bins**
- Dashboard storage
- PRND in IP
- \* **Upfitter switches**
- \* **Keyfob activated door locks**
- \* **Power tailgate/rear door lock**
- FordPass Connect smart device engine start control
- \* **Auto-dimming rear view mirror**
- Fixed rear windshield
- Illuminated glove box
- Rear beverage holders
- \* **Driver and passenger door bins**
- Instrument panel covered bin
- \* **Retained accessory power**
- Trip computer

### Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering

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## 2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275 | Quote ID: tomb22w2b2

### Selected Equip & Specs (cont'd)

- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- Vinyl rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel

### Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Vinyl front seat upholstery

### Entertainment Features

- 2 total number of 1st row displays
- AM/FM stereo radio
- SYNC external memory control
- Standard grade speakers
- SYNC voice activated audio controls
- Fixed audio antenna
- 4.2 inch primary LCD display
- Seek scan
- Speakers number: 4
- Steering wheel mounted audio controls
- Bluetooth wireless audio streaming

### Lighting, Visibility and Instrumentation

- Analog instrumentation display
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 2.30
- Oil pressure gauge
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- Variable intermittent front windshield wipers
- \* **Illuminated entry**
- Variable instrument panel light
- High mounted center stop light
- \* **Remote activated perimeter approach lighting**
- Trip odometer
- Compass
- Vehicle systems monitor
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Front reading lights
- Rear reading lights
- Daytime running lights
- Pickup box cargo light
- Fade interior courtesy lights

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Price Level: 275 | Quote ID: tomb22w2b2

## Selected Equip & Specs (cont'd)

### Technology and Telematics

- 911 Assist emergency SOS system via mobile device
- AppLink smart device app link
- 1 USB port
- Bluetooth handsfree wireless device connectivity
- \* **Selective service internet access**

### Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Rear seat center 3-point seatbelt
- SecuriLock immobilizer
- \* **Security system**
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- Front height adjustable seatbelts
- \* **Remote panic alarm**
- MyKey restricted driving mode

### Dimensions

#### General Weights

* <b>Curb weight</b> .....	<b>6,513 lbs.</b>	* <b>Rear curb weight</b> .....	<b>2,491 lbs.</b>
* <b>GVWR</b> .....	<b>9,900 lbs.</b>	* <b>Payload</b> .....	<b>3,110 lbs.</b>

#### Trailer Weights

Fifth-wheel towing capacity .....	12,200 lbs.	Gooseneck towing capacity .....	12,200 lbs.
Conventional capacity .....	12,300 lbs.	GCWR .....	19,500 lbs.

#### Front Weights

* <b>Front curb weight</b> .....	<b>4,022 lbs.</b>	* <b>GAWR front</b> .....	<b>6,000 lbs.</b>
Axle capacity front .....	6,000 lbs.	* <b>Spring rating front</b> .....	<b>6,000 lbs.</b>
Tire/wheel capacity front .....	6,390 lbs.		

#### Rear Weights

GAWR rear .....	6,340 lbs.	Axle capacity rear .....	6,200 lbs.
Spring rating rear .....	6,340 lbs.	Tire/wheel capacity rear .....	6,390 lbs.

#### Off Road

Min ground clearance .....	8.5"	Loading floor height .....	36.8 "
Approach angle .....	17.4	Departure angle .....	20.8

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## 2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275 | Quote ID: tomb22w2b2

### Selected Equip & Specs (cont'd)

#### Exterior Measurements

Vehicle body length .....	266"	Vehicle body width .....	80"
Vehicle body height .....	81"	Wheelbase .....	176"
Front brake diameter .....	14.3"	Rear brake diameter .....	14.3"
Front track .....	68"	Rear track .....	67"
Vehicle turning radius .....	29'	Cab to axle .....	56"
* Axle to end of frame .....	48"	Frame section modulus .....	11 cu.in.
Frame yield strength (psi) .....	50000	Front bumper to front axle .....	38"
Front bumper to back of cab .....	152"		

#### Interior Measurements

Max interior cargo volume .....	52 cu.ft.	Interior cargo volume with seats folded .....	52 cu.ft.
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#### Interior Volume

Total passenger volume .....	131.8 cu.ft.
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#### Headroom

Headroom first-row .....	40.8"	Headroom second-row .....	40.4"
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#### Legroom

Leg room first-row .....	43.9"	Leg room second-row .....	43.6"
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#### Shoulder Room

Shoulder room first-row .....	66.7"	Shoulder room second-row .....	65.9"
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#### Hip Room

Hip room first-row .....	62.5"	Hip room second-row .....	64.7"
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### Powertrain

#### Engine

Engine 6.2L V-8 variable valve control, engine with 385HP	Valves per cylinder .....	2	
Engine cylinders .....	V-8	Injection type .....	sequential MPI
Engine location .....	Front mounted engine	Ignition .....	Spark ignition system
Engine mounting direction .....	Longitudinal mounted engine	Engine block material .....	Iron engine block
Cylinder head material .....	Aluminum cylinder head		

#### Engine Specs

Displacement .....	6.2L	cc .....	379 cu.in.
Bore .....	4.02"	Stroke .....	3.74"
Compression ratio .....	9.8	SAEJ1349 .....	AUG2004 compliant

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## 2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275 | Quote ID: tomb22w2b2

### Selected Equip & Specs (cont'd)

#### Engine Power

Horsepower ..... 385 HP@5750 RPM      Torque ..... 430 lb.-ft. @3800 RPM

#### Alternator

\* Alternator amps ..... **200A**      \* Alternator type ..... **Heavy-duty alternator**

#### Battery

Battery amps ..... 72Ah      Battery type ..... Lead acid battery  
Battery rating ..... 650CCA      Battery run down protection ..... Battery run down protection

#### Engine Extras

Radiator ..... Radiator

#### Transmission

Transmission ... TorqShift-G 6-speed automatic      Transmission electronic control ..... Transmission electronic control  
Overdrive transmission ... Overdrive transmission      Lock-up transmission ..... Lock-up transmission  
First gear ratio ..... 4.17      Second gear ratio ..... 2.34  
Third gear ratio ..... 1.52      Fourth gear ratio ..... 1.14  
Fifth gear ratio ..... 0.87      Sixth gear ratio ..... 0.69  
Reverse gear ratio ..... 3.4      Stall ratio ..... 2.01  
Selectable mode transmission ... Selectable mode transmission      Sequential shift control ..... SelectShift Sequential shift control  
Transmission oil cooler ... Transmission oil cooler

#### Drive Type

4WD type ..... Part-time 4WD      Drive type ..... Four-wheel drive

#### Drivetrain

Axle ratio ..... 3.73

#### Exhaust

Tailpipe ..... Stainless steel single exhaust

#### Fuel

Fuel type ..... regular unleaded

#### Fuel Tank

Fuel tank capacity ..... 48.00 gal.

#### Performance

Performance acceleration ..... 6.96s      Performance quarter mile time ..... 15.35s  
Performance quarter mile speed ..... 89.7 mph      Lateral acceleration (g) ..... 0.61g

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Price Level: 275 | Quote ID: tomb22w2b2

### Selected Equip & Specs (cont'd)

Slalom speed ..... 49.8 mph

#### Drive Feature

Traction control ..... All-speed ABS and driveline traction control

Transfer case ..... Electronic transfer case shift

Locking hub control ..... Auto locking hub control

**\* Rear locking differential Driver selectable rear locking differential**

### Fuel Economy and Emissions

#### Fuel Economy

Secondary fuel type ..... Gasoline secondary fuel type

#### Emissions

Emissions ..... Federal emissions

#### Fuel Economy (Alternate 1)

Additional fuel types ..... E85 additional fuel types

### Suspension and Handling

#### Suspension

Suspension ..... Firm ride suspension

Rear shock absorbers ..... Heavy-duty rear shock absorbers

Front shock absorbers ..... Heavy-duty front shock absorbers

### Driveability

#### Brakes

Brake type ..... 4-wheel disc brakes

ABS brakes ..... Four channel ABS brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes ..... 4-wheel antilock (ABS) brakes

#### Brake Assistance

Hill start assist ..... Hill start assist

Brake assist system ..... Brake assist system

#### Front Suspension

Anti-roll bar front ..... Front anti-roll bar

Suspension ride type front Mono-beam rigid axle front suspension

#### Front Spring

**\* HD front springs Heavy-duty front springs**

Springs front ..... Front coil springs

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## 2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275 | Quote ID: tomb22w2b2

### Selected Equip & Specs (cont'd)

#### Rear Spring

Springs rear ..... Rear leaf springs      Rear springs ..... Heavy-duty rear springs

#### Rear Suspension

\* **Anti-roll bar rear** ..... **Rear anti-roll bar**      Suspension type rear ..... Leaf spring rear suspension

Suspension ride type rear ..... Rigid axle rear suspension

#### Steering

Steering ..... Hydraulic power-assist steering system      Steering type ..... Re-circulating ball steering

Steering type number of wheels ..... 2-wheel steering system

### Exterior

#### Front Wheels

Front wheels diameter ..... 17"      Front wheels width ..... 7.5"

#### Rear Wheels

Rear wheels diameter ..... 17"      Rear wheels width ..... 7.5"

#### Front And Rear Wheels

Appearance ..... argent      Material ..... steel

#### Front Tires

Aspect ..... 75      Diameter ..... 17"  
Sidewalls ..... BSW      Speed ..... S  
Tread ..... AS      Type ..... LT  
Width ..... 245mm      Front wheel - RPM ..... 649

#### Rear Tires

Aspect ..... 75      Diameter ..... 17"  
Sidewalls ..... BSW      Speed ..... S  
Tread ..... AS      Type ..... LT  
Width ..... 245mm      Rear wheel - RPM ..... 649

### Body Exterior

#### Trailerling

Towing capability ..... Trailer towing capability      Towing class ..... Class V tow rating

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### Selected Equip & Specs (cont'd)

Towing hitch ..... Trailer hitch  
Towing trailer sway ..... Trailer sway control

\* **Towing brake controller** ..... **Trailer brake controller**

#### Exterior Features

Number of doors ..... 4 doors

#### Body

Body panels... Aluminum body panels with side impact beams

#### Mirrors

\* **Turn signal in door mirrors** ..... **Turn signal indicator in door mirrors**

\* **Convex spotter** **Convex spotter in driver and passenger side door mirrors**

#### Spare Tire

Spare tire... Full-size spare tire with steel wheel

Spare tire location ..... Crank-down spare tire

#### Tires

Front tires LT load rating ..... E

Rear tires LT load rating ..... E

#### Wheels

Dual rear wheels ..... Dual rear wheels

\* **Wheel covers** ..... **Chrome hub wheel covers**

### Convenience

#### Door Locks

\* **Door locks**... **Power door locks with 2 stage unlocking**

\* **Keyfob door locks** ..... **Keyfob activated door locks**

\* **All-in-one key** ..... **All-in-one remote fob and ignition key**

\* **Tailgate control** ..... **Power tailgate/rear door lock**

#### Cruise Control

\* **Cruise control**... **Cruise control with steering wheel mounted controls**

#### Key Fob Controls

Fob remote engine controls... FordPass Connect smart device engine start control

#### Rear View Mirror

\* **Rearview mirror** ..... **Auto-dimming rear view mirror**

Day/Night rearview mirror ..... Day/Night rearview mirror

#### Exterior Mirrors

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### Selected Equip & Specs (cont'd)

- \* **Door mirrors** ..... **Power door mirrors**
- \* **Heated door mirrors** ..... **Heated driver and passenger side door mirrors**

Folding door mirrors Manual folding door mirrors

#### Front Side Windows

- \* **First-row windows** ..... **Power first-row windows**

#### Overhead Console

Overhead console ..... Full overhead console

Overhead console storage ..... Overhead console storage

#### Passenger Visor

Visor passenger mirror ..... Passenger visor mirror

#### Power Outlets

12V power outlets ..... 2 12V power outlets

#### Rear Windshield

Rear windshield ..... Fixed rear windshield

#### Storage

- \* **Door bins front** ..... **Driver and passenger door bins**

\* **Door bins rear** ..... **Rear door bins**

Number of beverage holders ..... 8 beverage holders

Beverage holders ..... Front beverage holders

Beverage holders rear ..... Rear beverage holders

Glove box ..... Illuminated locking glove box

Illuminated glove box ..... Illuminated glove box

Instrument panel storage ..... Instrument panel covered bin

Dashboard storage ..... Dashboard storage

#### Windows Feature

- \* **One-touch up window** ..... **Driver and passenger one-touch up windows**

\* **One-touch down window** ..... **Driver and passenger one-touch down windows**

#### Windows Rear Side

- \* **Second-row windows** ..... **Power second-row windows**

#### Miscellaneous

Trip computer ..... Trip computer

PRND in IP ..... PRND in IP

- \* **Upfitter switches** ..... **Upfitter switches**

\* **Accessory power** ..... **Retained accessory power**

### Comfort

#### Climate Control

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller  
10/13/2022

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275 | Quote ID: tomb22w2b2

### Selected Equip & Specs (cont'd)

Climate control ..... Manual climate control  
Rear under seat ducts ... Rear under seat climate control ducts

Cabin air filter ..... Cabin air filter

#### Headliner

Headliner material ..... Cloth headliner material

Headliner coverage ..... Full headliner coverage

#### Floor Trim

Floor covering ..... Full vinyl floor covering

Floor coverage ..... Full floor coverage

#### Second-Row Seat Trim

Rear seat upholstery ... Vinyl rear seat upholstery

Rear seatback upholstery ... Carpet rear seatback upholstery

#### Steering Wheel

Steering wheel telescopic ..... Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt ... Manual tilting steering wheel

### Seats and Trim

#### Seat Capacity

Seating capacity ..... 6

#### Front Seats

Front seat type ..... Split-bench front seat

Driver seat direction ..... Driver seat with 4-way directional controls

Driver seat fore/aft control ..... Manual driver seat fore/aft control

Passenger seat direction ... Front passenger seat with 4-way directional controls

Split front seats 40-20-40 split-bench front seat

Reclining passenger seat ..... Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraints ..... Height adjustable front seat head restraints

Front head restraint control ..... Manual front seat head restraint control

Armrests front center ... Front seat center armrest

Armrests front storage ..... Front seat armrest storage

Reclining driver seat Manual reclining driver seat

#### Rear Seats

Bench seats ..... Split-bench rear seat

Rear seats fixed or removable ... Fixed rear seats

Folding second-row seats ..... 60-40 folding rear seats

Rear seat direction ..... Front facing rear seat

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Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer salesperson for the most current information.



Prepared by: Ed Miller

10/13/2022

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

## 2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275 | Quote ID: tomb22w2b2

### Selected Equip & Specs (cont'd)

Rear seat folding position ..... Fold-up rear seat cushion

Rear head restraint control ..... Manual rear seat head restraint control

Rear head restraints Height adjustable rear seat head restraints

Number of rear head restraints ... 3 rear seat head restraints

#### Lumbar Seats

Driver lumbar ..... Manual driver seat lumbar

#### Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery ... Vinyl front seatback upholstery

#### Interior Accents

Interior accents ..... Chrome interior accents

#### Gearshifter Material

Gearshifter material ..... Urethane gear shifter material

### Entertainment Features

#### LCD Displays

Number of first-row LCD displays 2 total number of 1st row displays

LCD primary display size ... 4.2 inch primary LCD display

#### Radio Features

External memory ..... SYNC external memory control

Seek scan ..... Seek scan

#### Speakers

Speakers ..... Standard grade speakers

Speakers number ..... 4

#### Audio Features

Steering mounted audio control ..... Steering wheel mounted audio controls

Voice activated audio ..... SYNC voice activated audio controls

Wireless streaming ..... Bluetooth wireless audio streaming

### Lighting, Visibility and Instrumentation

#### Instrumentation

Trip odometer ..... Trip odometer

Instrumentation display ... Analog instrumentation display

#### Instrumentation Displays

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Prepared by: Ed Miller

10/13/2022

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

## 2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275 | Quote ID: tomb22w2b2

### Selected Equip & Specs (cont'd)

Temperature display ..... Exterior temperature display

Clock ..... In-radio display clock

#### Instrumentation Gauges

Tachometer ..... Tachometer

Transmission temperature gauge ..... Transmission fluid temperature gauge

Gauge cluster display size (inches) ..... 2.30

#### Instrumentation Warnings

Engine temperature warning ..... Engine temperature warning

Low fuel warning ..... Low fuel warning

Battery charge warning ..... Battery charge warning

Key in vehicle warning ..... Key in vehicle warning

Service interval warning ..... Service interval indicator

#### Glass

Tinted windows ..... Light tinted windows

#### Headlights

Headlights ..... Halogen headlights

Auto headlights ..... Autolamp auto on/off headlight control

Delay off headlights ..... Delay-off headlights

#### Front Windshield

Wipers ..... Variable intermittent front windshield wipers

#### Interior Lighting

\* **Illuminated entry** ..... **Illuminated entry**

Front reading lights ..... Front reading lights

#### Lights

Running lights ..... Daytime running lights

High mount stop light ..... High mounted center stop light

Systems monitor ..... Vehicle systems monitor

Compass ..... Compass

Oil pressure gauge ..... Oil pressure gauge

Engine/electric motor temperature gauge ..... Engine/electric motor temperature gauge

Engine hour meter ..... Engine hour meter

Oil pressure warning ..... Oil pressure warning

Low brake fluid warning ..... Low brake fluid warning

Headlights on reminder ..... Headlights on reminder

Door ajar warning ..... Door ajar warning

Low tire pressure warning ..... Tire specific low air pressure warning

Headlight type ..... Aero-composite headlights

Multiple headlights ..... Multiple enclosed headlights

Variable panel light ..... Variable instrument panel light

Rear reading lights ..... Rear reading lights

Interior courtesy lights ..... Fade interior courtesy lights

Pickup box cargo light ..... Pickup box cargo light

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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10/13/2022

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2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275 | Quote ID: tomb22w2b2

## Selected Equip & Specs (cont'd)

\* **Perimeter approach lighting Remote activated perimeter approach lighting**

### Technology and Telematics

#### Connectivity

Handsfree ..... Bluetooth handsfree wireless device connectivity  
Emergency SOS ..... 911 Assist emergency SOS system via mobile device

Smart device integration ... **AppLink smart device app link**

#### Internet Access

\* **Internet access ..... Selective service internet access**

#### USB Ports

USB ports ..... 1 USB port

### Safety and Security

#### Airbags

Front impact airbag driver ..... Driver front impact airbag  
Front impact airbag passenger ..... Passenger front impact airbag  
Front side impact airbag passenger. Seat mounted side impact front passenger airbag

Number of airbags ..... 6 airbags  
Front side impact airbag driver **Seat mounted side impact driver airbag**  
Overhead airbags ..... **Safety Canopy System curtain first and second-row overhead airbags**

#### Seatbelts

3-point seatbelt ..... Rear seat center 3-point seatbelt

Height adjustable seatbelts ..... Front height adjustable seatbelts

#### Security System

Immobilizer ..... **SecuriLock immobilizer**  
\* **Security system ..... Security system**

\* **Remote panic alarm ..... Remote panic alarm**

#### Active Driving Assistance

Restricted driving mode **MyKey restricted driving mode**

#### Traction Control

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Prepared by: Ed Miller  
10/13/2022

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

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## 2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275 | Quote ID: tomb22w2b2

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### Selected Equip & Specs (cont'd)

Electronic stability control ... AdvanceTrac w/Roll  
Stability Control electronic stability control  
system with anti-roll

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Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



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2022 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 275 | Quote ID: tomb22w2b2

## Warranty

### Standard Warranty

#### *Basic Warranty*

Basic warranty ..... 36 months/36,000 miles

#### *Powertrain Warranty*

Powertrain warranty ..... 60 months/60,000 miles

#### *Corrosion Perforation*

Corrosion perforation warranty ..... 60 months/unlimited

#### *Roadside Assistance Warranty*

Roadside warranty ..... 60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Approve Request from Concordia Lutheran High School for City Support and In-Kind Services for the *Annual Cruisin' Crusaders 5K Run/Walk* in downtown Tomball, on Saturday, February 11th, 2023

**Background:**

Concordia Lutheran High School is excited to announce the *Annual Cruisin' Crusaders 5K Run/Walk* in downtown Tomball. The race will be on Saturday, February 11, 2023 with registration opening at 6:30 am and the race beginning at 8 am. Funds raised from the event will help Concordia's boys' and girls' cross-country programs.

Student-athletes from the cross-country programs, student volunteers, and parent volunteers will be working the event in addition to Houston Methodist providing a First Aid station for runners before, during, and after the race.

To help with the efficiency of the event, we are asking the City of Tomball for some in-kind services that include: Police, Fire, Public Works, and Coordination.

**Event Information:**

- We are estimating 200 runners for this event
- 5K race will begin at 8 am
- 1 Mile Kids Fun Run will begin at 9:00 am

**In-Kind services:**

- Road on the run route to be closed by 7:45 am
- 14-17 police officers (officers at major intersections, police cars blocking the roads)
- Soft and hard barricades
- Closure of the Depot roads by 6 a.m.

**Origination:** Concordia Lutheran High School

**Recommendation:** N/A

**Party(ies) responsible for placing this item on agenda:** Sasha Smith, Marketing & Tourism Manager

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





# SPECIAL EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, Texas 77375 | 281-351-5484

An application to stage an event within the City of Tomball shall be filed with the Community Events Coordinator at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by Tomball City Council.

Date: 8-1-22 Is this event Co-City sponsored? Yes  No

Request for permission to use a public venue for the following type of event (please check one):

Festival  Community Event  Arts & Crafts Event  Music Event  Other (specify)

Race 5K

- Event title: Cruisin Crusader 5K
- Sponsoring entity: Concordia Lutheran High School
- Is this organization based in Tomball: Yes  No
- Is this organization non-profit  or for-profit  \*Attach 501 (c) (3) tax exemption if applicable
- Contact: Ashley Rains Phone: 832-528-6775
- Contact address: 700 E. Main Street Tomball, TX 77375
- Contact email: rainsa@clhs-tx.org
- Event date: February 11th, 2023
- Event times: Start 8:00am Finish 10:00am Set-up 6:00am Breakdown 10:30am
- Is this event for charity? Yes  No
- If yes, what charity? n/a Tax ID \_\_\_\_\_
- If yes, what percentage of net proceeds will be donated to the charity? \_\_\_\_\_
- On-site contact: Ashley Rains Mobile Phone: 832-528-6775
- Estimated number of attendees: 250
- Detailed site map in attached: Yes  No
- Is this event open to the public: Yes  No
- Admission fee: \$ 30 pre-reg Free  \$ 35 day of
- Time at which event staff will begin to arrive: 6:30am
- The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.  
Initial AR
- The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.  
Initial AR
- Name of insurance carrier: Utica National Insurance Group

Signature: [Signature]

FOR OFFICIAL USE - Fee required: Yes  No  Amount Due: \$ \_\_\_\_\_



## SPECIAL EVENT GUIDELINES & APPLICATION

### CITY OF TOMBALL, TEXAS

Effective Date:

**INTRODUCTION:** Any organized activity or event and open to the general public that involves the use of, or having an impact upon, public property, facilities, public parks, sidewalks, or street areas in the City of Tomball require prior approval and must meet certain requirements for consideration.

**PROCEDURES:** Several procedures and guidelines must be followed before any non-city staged event may take place. Those include, but are not limited to, the following:

1. A completed Special Event application must be submitted to the Tomball Department of Marketing & Tourism at least 180 days prior to any proposed festival or event. Tomball City Council approval is required if event meets one of the following criteria: sale of alcohol, street closures or contains a request for in-kind donations from the City of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, a detailed site map, a list of planned activities, hours of operation, proposed vendors, food and beverage, entertainment and any other relevant aspects of the event.
3. If a charity is involved, or is the beneficiary of funds raised, information about the charity needs to be included as a part of the application process, as well as proof of non-profit status. If requesting in-kind services, preference will be given to organizations providing donations to agencies within the city limits of Tomball.
4. A fee equal to the actual cost of city services to host the event will be required of for-profit event planners to be paid no less than ten business days before the event. Non-profit organizations may request city services as an in-kind donation.
5. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to attend will result in the event being cancelled by the City of Tomball.
6. If approved by the Tomball Events Team, the proposed event will be presented to City Council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
7. Ten days prior to the event, proof of general liability insurance (\$1,000,000 minimum) must be provided by the event organizer naming the City of Tomball as additional insured.
8. Event coordinators must provide their own volunteers or staff; oversee food and beverage permits, vendors, site clean-up and other aspects of staging a festival/special event.
9. Failure to comply with the guidelines listed above will preclude applicant from staging future events.

For additional information, or to submit an event application, please contact:

Sasha Smith – Marketing and Tourism Manager  
401 Market Street  
Tomball, Texas 77375  
(281) 290-1003 | Email – [ssmith@tomballtx.gov](mailto:ssmith@tomballtx.gov)

22. Which of the following services are requested in support of this event:

**Police:** Start time 7:30 to End time 10:30

**Fire:** Start time \_\_\_\_\_ to End time \_\_\_\_\_

**Public Works:** Start time 6:30 to End Time: 10:30

**Marketing:** Start time \_\_\_\_\_ to End time: \_\_\_\_\_

**Community Center:** Start time \_\_\_\_\_ to End time \_\_\_\_\_

**Street closures/barricades:** Start time 7:45 to End time 10:15

**Trash containers/dumpsters:** Start time 6:30 to End time 10:30

**Restroom facilities/portacans:** Start time 6:30 to End time 10:30

**EMS services:** Must be contracted separately at Northwest EMS

**Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: 

Denise Fiore - Community Events Coordinator  
City of Tomball  
401 Market Street  
Tomball, Texas 77375  
281-351-5484  
Email - dfiore@tomballtx.gov

**FOR OFFICIAL USE** - Deposit required: Yes \_\_\_ No \_\_\_ Amount Due: \$ \_\_\_\_\_

Internal Revenue Service  
District Director

Department of the Treasury

Date: NOV 2 1983

Employer Identification Number:

76-0074905

Accounting Period Ending:

August 31

Form 990 Required:  Yes  No

► Concordia Lutheran High School of North  
Harris County  
P.O. Box 1339  
Tomball, TX 77375

Person to Contact:

EO Technical Assistor

Contact Telephone Number:

(214) 767-2728

EO:7215:AS

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 170(b)(1)(A)(ii) & 509(a)(1).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should contact us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than \$10,000\* If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

1100 Commerce St., Dallas, Texas 75242

(over)

Letter 947(DO) (5-77)

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

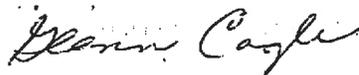
You need an employer identification number even if you have no employees.

If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



GLENN CAGLE  
DISTRICT DIRECTOR

\* For tax years ending on and after December 31, 1982, organizations whose gross receipts are not normally more than \$25,000 are excused from filing Form 990. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990.

Beginning January 1, 1984, unless specifically excepted, you must pay taxes under the Federal Insurance Contributions Act (social security taxes) for each employee who is paid \$100 or more in a calendar year.

With respect to your admissions policy, you state that you will not practice discrimination on the basis of race, color, national or ethnic origin. As a school, you are required to maintain racially nondiscriminatory policies as described in Revenue Ruling 71-447, 1971-2 Cumulative Bulletin 231, and to comply with all the requirements of Revenue Procedure 75-50, 1975-2 Cumulative Bulletin 587.

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Approve Resolution Number 2022-47, a Resolution of the City Council of the City of Tomball, Texas approving a Reimbursement Agreement relating to the Winfrey Estates Public Improvement District Number 12.

**Background:**

Resolution Number 2022-47, approves a Reimbursement Agreement for Winfrey Estates, Public Improvement District 12 (PID 12). This Reimbursement Agreement authorizes the City of Tomball to reimburse the Developer (CHTA Development, Inc.) for the PID eligible authorized improvements in Winfrey Estates, with a not to exceed amount of \$8,500,000.00, plus accrued interest, to be paid from assessments levied against properties in Winfrey Estates, PID 12, and pursuant to the forthcoming Service and Assessment Plan (SAP) to be adopted.

**Origination:** Project Management

**Recommendation:**

Staff recommends approving Resolution Number 2022-47 and authorizing the execution of a Reimbursement Agreement for Winfrey Estates, Public Improvement District Number 12.

**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. 2022-47**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TOMBALL, TEXAS APPROVING A REIMBURSEMENT  
AGREEMENT RELATING TO THE WINFREY ESTATES PUBLIC  
IMPROVEMENT DISTRICT.**

\* \* \* \* \*

**WHEREAS**, on April 18, 2022 the City Council passed and approved a resolution creating the Winfrey Estates Public Improvement District (the “District”) covering approximately 34.4945 acres of land described by metes and bounds in said Resolution (the “District Property”); and

**WHEREAS**, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

**WHEREAS**, the District Property is being developed in accordance with that certain “Winfrey Estates Development Agreement,” executed by and between the Developer, and the City effective April 18, 2022 (the “Development Agreement”); and

**WHEREAS**, the District Property is being developed and special assessments will be levied against the Assessed Property (as to be defined in the SAP) within the District Property to pay the costs of certain authorized public improvements that confer a special benefit on the Assessed Property within the District Property; and

**WHEREAS**, CHTA Development, Inc. a Texas corporation (the “Developer”) is the developer of the District Property; and

**WHEREAS**, the City Council intends to pass and approve an (the “Assessment Ordinance”) which, among other things, will approve a service and assessment plans (the “SAP”) that will levy Assessments on assessable property in the District, and establish the dates upon which interest on such Assessments will begin to accrue and collection of such assessments will begin; and

**WHEREAS**, from revenues received from the Assessments levied on property within each improvement area or phase of the District Property and pursuant to the SAP, the City intends to reimburse the Developer for all of a portion of the costs of certain public improvements (the “Authorized Improvements”) within the District pursuant to and in the manner set forth in a Reimbursement Agreement by and between the Developer and the City (the “Reimbursement Agreement”); and

**WHEREAS**, the City and the Developer wish to enter into the Reimbursement Agreement to evidence the City’s intention to reimburse the Developer for all or a portion of the costs of the Authorized Improvements from Assessments levied on assessable property within the District; **NOW, THEREFORE**

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

SECTION 1. The capitalized terms defined in the recitals to this Resolution are hereby approved and adopted as a part of this Resolution. Capitalized terms not herein defined are defined in the Reimbursement Agreement or in the SAP.

SECTION 2. The City Council hereby approves the Reimbursement Agreement in substantially the form attached hereto as **Exhibit A**, with such changes as may be approved by the City Manager, and authorizes the Mayor to execute and the City Secretary to attest such Agreement.

SECTION 3. This resolution shall take effect immediately from and after its passage by the City Council of the City.

**PASSED, APPROVED, AND RESOLVED** this \_\_\_ day of October 2022.

\_\_\_\_\_  
Lori Klein Quinn  
Mayor

ATTEST:

\_\_\_\_\_  
Doris Speer  
City Secretary

**WINFREY ESTATES PUBLIC IMPROVEMENT DISTRICT  
REIMBURSEMENT AGREEMENT**

This Winfrey Estates Public Improvement District Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Tomball, Texas (the “City”) and CHTA Development, Inc. a Texas corporation, (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective as of October \_\_, 2022 (the “Effective Date”).

**RECITALS**

**WHEREAS**, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Winfrey Estates Public Improvement District Service and Assessment Plan*, dated as of the date of its approval, as to be adopted by the City Council of the City, as the same may be amended, supplemented, and updated from time to time (the “SAP”); and

**WHEREAS**, on April 15, 2022 the City Council passed and approved a resolution creating the Winfrey Estates Public Improvement District (the “District”) covering approximately 34.4945 acres of land described by metes and bounds in said Resolution (the “District Property”); and

**WHEREAS**, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

**WHEREAS**, the District Property is being developed in accordance with that certain “Winfrey Estates Development Agreement,” executed by and between the Developer, and the City effective April 18, 2022 (the “Development Agreement”); and

**WHEREAS**, the District Property is being developed and special assessments will be levied against the Assessed Property (as to be defined in the SAP) within the District Property to pay the costs of certain authorized public improvements that confer a special benefit on the Assessed Property within the District Property; and

**WHEREAS**, certain public improvements as to be identified in a SAP are to be constructed within the District Property (the “Public Improvements” to serve the District Property); and

**WHEREAS**, the City Council intends to pass and approve one or more ordinances (together, each an “Assessment Ordinance”) which, among other things, shall approve a final SAP and any amendments thereto, (including the “Assessment Roll”), and shall levy assessments on property within the District (the “Assessments”) and shall establish the dates upon which interest on assessments will begin to accrue and collection of such assessments will begin; and

**WHEREAS**, the SAP shall identify the Actual Costs of the Public Improvements (plus financing costs as set forth in the SAP) (the “Public Improvement Costs”) that are to be assessed against the Assessed Property in the District (the “Assessed Property”); and

**WHEREAS**, the SAP shall allocate the Public Improvements Costs to the Assessed Property; and

**WHEREAS**, the Assessments will be reflected on an Assessment Roll and, as approved by the City Council; and

**WHEREAS**, all revenue received and collected by the City from the collection of the Assessments (the “Assessment Revenue”) shall be deposited first for the payment of debt service on assessment revenue bonds issued with a pledge of such Assessment Revenue (“Future Bonds”) in accordance with a trust indenture relating to such Future Bonds (the “Bond Indenture”) and to and second, into a separate account, that is separate from all other funds of the City (the “Reimbursement Account”) and shall be used to reimburse Developer and its assigns for the Public Improvements Costs advanced in a principal amount as set forth in the Service and Assessment Plan but not to exceed \$8,500,000; and

**WHEREAS**, the obligations of the City to use the Assessment Revenue hereunder is authorized by the PID Act; and

**WHEREAS**, this Reimbursement Agreement is a “reimbursement agreement” authorized by Section 372.023(d)(1) of the PID Act; and

**WHEREAS**, at the discretion of the City and in accordance with the Development Agreement as amended, the Developer and City may amend this Agreement and the Development Agreement as determined necessary by City’s bond counsel for issuance of any Future Bonds, for compliance with applicable law and for compliance with the obligations of the Parties under this Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the Development Agreement, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to that portion of the Public Improvement Costs paid by the Developer as set forth in the Service and Assessment Plan that were within budgeted costs, plus interest on the unpaid balance as set forth in Section 2(a) below, in accordance with the terms of this Reimbursement Agreement for the term set forth herein,

in principal amounts as set forth in the Service and Assessment Plan, such amount not to exceed 8,500,000(the “Reimbursement Amount), plus interest accrued as provided herein and in the Service and Assessment Plan. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate account to be designated the “Reimbursement Account.” The Reimbursement Amount is payable from Assessment Revenue to be deposited in the Reimbursement Account as described below and in accordance with this Reimbursement Agreement and the Development Agreement.

- a. The Reimbursement Amount is payable solely from: (i) Assessment Revenue received and collected by the City and deposited into the Reimbursement Account; (ii) the net proceeds (after funding reserve funds, and the payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more series of bonds (the “Future Bonds”) issued by the City in accordance with the terms of the Development Agreement and secured by the Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above.
- b. The Assessment Revenue shall be received, collected and deposited into the Reimbursement Account subject to the following limitations:
  - i. Calculation of the Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the SAP.
  - ii. The Assessments shall accrue interest at the rates set forth in this (iv) immediately below. Interest shall continue on the unpaid principal amount of the Assessments for a Lot until the earlier of (i) 30 years or the time period set forth in the SAP, or (ii) the issuance of any Future Improvement Bonds, or (iii) in the event the Future Bonds are not issued, until the Reimbursement Amount is paid in full pursuant to this Reimbursement Agreement.
  - iii. The Developer shall be reimbursed in a Reimbursement Amount as set forth in the Service and Assessment Plan, such amount not to exceed the principal amount of \$\_\_\_\_\_ plus interest for the time period as both are set forth in the SAP, from the Reimbursement Account and as allowed under this Section. The Reimbursement Amount as set forth in the Service and Assessment Plan shall control over any amount set forth in this Agreement.
  - iv. The unpaid Reimbursement Amount shall bear simple interest per annum beginning on the date and at the rates to be set forth in the SAP as amended and updated to reflect the Assessments and shall comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Upon the issuance of Future Bonds for the payment of the Public Improvement Costs, the Assessments shall

bear interest at the rate of the Bonds plus additional interest as set forth in the SAP, and interest on the Assessments pursuant to this section shall cease.

3. The Reimbursement Amount, plus the interest as described in Section 2(a)(iv) above, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from the Assessment Revenue received and collected by the City and deposited into the Reimbursement Account subject to Section 4 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the Maturity Date. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Assessment Revenue received, collected and deposited into Reimbursement Account. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the PID and the enforcement and collection of taxes and Assessments, and all other covenants provided therein. The City will take and pursue all actions permissible under the PID Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States as the same may be amended, collectively the “Applicable Laws”) to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as an Unpaid Balance remains outstanding under this Reimbursement Agreement. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue and, as a result, is unable to make transfers from the Reimbursement Account for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.
4. If Future Bonds are issued to reimburse the costs of the Public Improvements, the net proceeds of such Future Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Public Improvements and then to pay all or any portion of any Public Improvement Costs, as set forth in the SAP.
5. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the Public Improvement Costs as set forth in the SAP. If the Public Improvement Costs are less than the amounts set forth in SAP, the Developer shall not be entitled to such excess amounts. The Parties acknowledge that upon the issuance of Future Bonds, the payment of bond proceeds to the Developer for reimbursement of the costs of the Public Improvements, and for any costs incurred in the administration and operation of the PID, shall be as set forth in and subject to the terms and provisions of the applicable Indenture

relating to the Future Bonds, including the form of a certification for payment (a “Certification for Payment”) as provided in the applicable Indenture.

6. The Developer represents and warrants that it will not request payment with respect to any Public Improvement Costs that are not part of the Public Improvements identified in the SAP and it will follow all procedures set forth herein or in the applicable Indenture with respect to Certification for Payments (as defined in the applicable Indenture).
7. Payment of amounts due pursuant to this Reimbursement Agreement shall be after the City’s acceptance of the Public Improvements and completion of the Amenities (as defined in the Development Agreement) and submittal of sufficient documentation as reasonably determined by the City’s PID Administrator that reflect the Public Improvement Costs paid by Developer (a “Reimbursement Request”) in substantially the form attached hereto as Exhibit A as may be modified by the City’s PID administrator. Upon the issuance of Future Bonds, payment of the Public Improvement Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture. Upon the issuance of Future Bonds, payment of the Public Improvement Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture
8. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer’s right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a “Transfer,” and the person or entity to whom the Transfer is made, a “Transferee”). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer’s written notice of the Transfer is received by the City. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an “obligated person” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two (2) parties. The City shall not make any representations or execute any consent to any assignment of this Reimbursement Agreement or any Assessment Revenues received hereunder.
9. The Developer represents that it is in compliance with all of its obligations required by the Development Agreement, and the City’s ordinances and regulations.
10. The Developer represents that it has submitted and will obtain approval of the applicable construction plans for the Public Improvements from the appropriate departments of the

City and from any other public entity or public utility from which such approval must be obtained. Nothing in this Reimbursement Agreement shall be construed as a grant of any development permit approval. The Developer further agrees that, subject to the terms hereof and of the Development Agreement, the Public Improvements constructed by the Developer have been or will be constructed in full compliance with approved construction plans and are or will be consistent with the Development Agreement and that the Developer shall supply the City with complete as-built plans upon final completion (meaning when the Public Improvements have been completed in accordance with the applicable City regulations and City approved plans and are ready for dedication to the City) of each Public Improvement constructed by the Developer.

11. The Developer shall not be relieved of its obligation to construct or cause to be constructed each Public Improvement and, upon completion, inspection and acceptance, convey each such Public Improvement to the City in accordance with the terms of this Reimbursement Agreement and the Development Agreement, even if there are insufficient funds in the Project Fund of the applicable Indenture or in the Reimbursement Account to pay the costs thereof. In any event, this Reimbursement Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval which the Developer or land within the District is subject, with respect to the Public Improvements required in connection with the development of the land in the PID.
12. Within twenty (20) business days of receipt of any Reimbursement Request, the City's PID administrator shall either (i) approve and execute the Reimbursement Request and forward the same to the City for payment (from those funds available in the Reimbursement Account, as applicable), or (ii) in the event the City's PID administrator disapproves the Reimbursement Request, give written notification to the Developer of such disapproval, in whole or in part, of such Reimbursement Request, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Reimbursement Request. If a Reimbursement Request seeking reimbursement is approved only in part, the City shall specify the extent to which the Reimbursement Request is approved and shall deliver such partially approved Reimbursement Request for payment.
13. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Reimbursement Account and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

14. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Public Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the PID. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
15. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Harris County, Texas.
16. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City:                   City Manager  
   401 Market Street  
   Tomball, TX 77375

With a copy to:           A     Attn: City Attorney  
   Olson & Olson, LLP  
   2727 Allen Parkway, Suite 600  
   Houston, TX 77019

To the Developer:        Attn: Roland Ramirez  
   CHTA Development, Inc.  
   1169 Brittmore Road  
   Houston, Texas 77043

With a copy to:           Attn: Timothy Green  
   c/o Coats Rose, P.C.  
   9 Greenway Plaza, Suite 1000  
   Houston, Texas 77046

17. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Assessments contrary to the provisions of the PID Act.
18. Remedies:
  - a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least thirty (30) days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within thirty (30) days and the non-performing Party has diligently pursued a cure within such thirty (30) day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period of not to exceed thirty (30) days so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.
  - b. Notwithstanding the foregoing, the following are Events of Default under this Reimbursement Agreement:
    - i. The Developer shall fail to pay to the City any monetary sum hereby required of it pursuant to this Reimbursement Agreement or the Development Agreement as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Reimbursement Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Reimbursement Agreement or the Development Agreement.

- ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement (other than the payment of money to the City), and shall not cure such failure within sixty (60) days after written notice thereof is given by the City to the Developer;
  - iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
  - iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
  - v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days; OR
  - vi. The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID (as defined in the Development Agreement), if such failure is not cured within thirty (30) days.
  - vii. The Developer is in default under the Development Agreement after the expiration of any applicable cure period following written notice, if such written notice is required under the terms of the Development Agreement.
  - viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder.
- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
- d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Reimbursement Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Reimbursement Agreement or the Development Agreement, then to the extent such failure constitutes an Event of

Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

- e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
  - f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
19. **THE DEVELOPER SHALL ASSUME THE DEFENSE OF, AND INDEMNIFY AND HOLD HARMLESS THE CITY'S INSPECTOR, THE CITY EMPLOYEES, OFFICIALS, OFFICERS, REPRESENTATIVE AND AGENTS OF THE CITY AND EACH OF THEM (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECT OR PUT, BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISIONS OF THIS REIMBURSEMENT AGREEMENT BY THE DEVELOPER, THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE PUBLIC IMPROVEMENTS CONSTRUCTED BY DEVELOPER, OR ANY CLAIMS BY PERSONS EMPLOYED BY THE DEVELOPER RELATING TO THE CONSTRUCTION OF SUCH PROJECTS. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE CITY DOES NOT WAIVE ITS DEFENSES AND IMMUNITIES, WHETHER GOVERNMENTAL, SOVEREIGN, OFFICIAL OR OTHERWISE AND NOTHING IN THIS REIMBURSEMENT AGREEMENT IS INTENDED TO OR SHALL CONFER ANY RIGHT OR INTEREST IN ANY PERSON NOT A PARTY HERETO.**
20. To the extent there is a conflict between this Reimbursement Agreement and an Indenture securing the Future Bonds issued to reimburse the costs of the Public Improvements, the Indenture securing such Future Bonds shall control as the provisions relate to the Assessments. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, this Reimbursement Agreement shall control.

21. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
22. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
23. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
24. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.
25. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
26. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

27. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
28. The term of this Reimbursement Agreement is the earlier of (i) one year following the last Annual Installment of an Assessment is collected, (ii) the payment or redemption of the Reimbursement Amount, or (iii) termination pursuant to an Event of Default, whichever occurs first. If the Developer defaults under the Development Agreement or this Reimbursement Agreement, the Development Agreement nor this Reimbursement Agreement shall not terminate with respect to the costs of the Public Improvements that have been approved by the City pursuant to an approved Certification for Payment or Reimbursement Request prior to the date of default. Upon the expiration of the term of this Reimbursement Agreement pursuant to this Section, this Reimbursement Agreement shall terminate.
29. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
30. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
31. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating

to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

32. Firearms. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Reimbursement Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or

individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit

33. Petroleum. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit
34. Affiliate. As used in Sections 37 through 40, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
35. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Developer and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30<sup>th</sup> day after receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Developer; and, neither the City nor its consultants have verified such information.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

ATTEST:

**CITY OF TOMBALL**

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

*Signature page to Winfrey Estates Reimbursement Agreement*

**DEVELOPER**

**CHTA DEVELOPMENT INC.,**

a Texas corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Signature page to Winfrey Estates Reimbursement Agreement*

## EXHIBIT A

### REIMBURSEMENT REQUEST

(To be used if no Future Bonds are outstanding and as may be modified by the City's PID administrator)

Reference is made to that certain PID Reimbursement Agreement by and between the City and CHTA Development, Inc. a Texas corporation (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from Assessment Revenues in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements within the Winfrey Estates Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Reimbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the attached Public Improvements to be paid from Assessment Revenues has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements in the attached spreadsheet and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement and the PID Reimbursement Agreement and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the PID Reimbursement Agreement, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes or an entity the Developer controls owes, located in the Winfrey Estates Public Improvement District and has no outstanding delinquencies.
6. All conditions set forth in the Reimbursement Agreement and the Development Agreement for the payment hereby requested have been satisfied.
7. The work with respect to Public Improvements included herein has been completed, and the City has inspected such Public Improvements.

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety percent (90%) of the budgeted or contracted costs for the Public Improvements identified may be paid until the work with respect to such Public Improvements (or segment) has been completed and the City has accepted such Public Improvements (or segment).

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are **“bills paid” affidavits and supporting documentation** in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

**[ATTACH SPREADSHEET IN FORM APPROVED BY CITY’S PID ADMINISTRATOR]**

**APPROVAL OF REQUEST**

The City is in receipt of the attached Reimbursement Request, acknowledges the Reimbursement Request, and finds the Reimbursement Request to be in order. After reviewing the Reimbursement Request, the City approves the Reimbursement Request and authorizes and directs payment of the amounts set forth below from the appropriate account. The City’s approval of the Reimbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the PID Reimbursement Agreement, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in PublicImprovements.

**CITY OF TOMBALL, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_









# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Approve Resolution Number 2022-48, a Resolution of the City Council of the City of Tomball, Texas approving a Reimbursement Agreement relating to the Seven Oaks Public Improvement District Number 14.

**Background:**

Resolution Number 2022-48, approves a Reimbursement Agreement for Seven Oaks, Public Improvement District 14 (PID 14). This Reimbursement Agreement authorizes the City of Tomball to reimburse the Developer (HMH Tomball Townhomes, LLC) for the PID eligible authorized improvements in Seven Oaks, with a not to exceed amount of \$9,000,000.00, plus accrued interest, to be paid from assessments levied against properties in Seven Oaks, PID 14, and pursuant to the forthcoming Service and Assessment Plan (SAP) to be adopted.

**Origination:** Project Management

**Recommendation:**

Staff recommends approving Resolution Number 2022-48 and authorizing the execution of a Reimbursement Agreement for Seven Oaks, Public Improvement District Number 14.

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

**RESOLUTION NO. 2022-48**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TOMBALL, TEXAS APPROVING A REIMBURSEMENT  
AGREEMENT RELATING TO THE SEVEN OAKS PUBLIC  
IMPROVEMENT DISTRICT.**

\* \* \* \* \*

**WHEREAS**, on August 15, 2022 the City Council passed and approved a resolution creating the Seven Oaks Public Improvement District (the “District”) covering approximately 19.34 acres of land described by metes and bounds in said Resolution (the “District Property”); and

**WHEREAS**, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

**WHEREAS**, the District Property is being developed in accordance with that certain “Seven Oaks Development Agreement,” executed by and between the Developer, and the City effective August 15, 2022 (the “Development Agreement”); and

**WHEREAS**, the District Property is being developed and special assessments will be levied against the Assessed Property (as to be defined in the SAP) within the District Property to pay the costs of certain authorized public improvements that confer a special benefit on the Assessed Property within the District Property; and

**WHEREAS**, HMH Tomball Townhomes, LLC a Texas limited (the “Developer”) is the developer of the District Property; and

**WHEREAS**, the City Council intends to pass and approve an (the “Assessment Ordinance”) which, among other things, will approve a service and assessment plans (the “SAP”) that will levy Assessments on assessable property in the District, and establish the dates upon which interest on such Assessments will begin to accrue and collection of such assessments will begin; and

**WHEREAS**, from revenues received from the Assessments levied on property within each improvement area or phase of the District Property and pursuant to the SAP, the City intends to reimburse the Developer for all of a portion of the costs of certain public improvements (the “Authorized Improvements”) within the District pursuant to and in the manner set forth in a Reimbursement Agreement by and between the Developer and the City (the “Reimbursement Agreement”); and

**WHEREAS**, the City and the Developer wish to enter into the Reimbursement Agreement to evidence the City’s intention to reimburse the Developer for all or a portion of the costs of the Authorized Improvements from Assessments levied on assessable property within the District; **NOW, THEREFORE**

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

SECTION 1. The capitalized terms defined in the recitals to this Resolution are hereby approved and adopted as a part of this Resolution. Capitalized terms not herein defined are defined in the Reimbursement Agreement or in the SAP.

SECTION 2. The City Council hereby approves the Reimbursement Agreement in substantially the form attached hereto as **Exhibit A**, with such changes as may be approved by the City Manager, and authorizes the Mayor to execute and the City Secretary to attest such Agreement.

SECTION 3. This resolution shall take effect immediately from and after its passage by the City Council of the City.

**PASSED, APPROVED, AND RESOLVED** this \_\_\_ day of October 2022.

\_\_\_\_\_  
Lori Klein Quinn  
Mayor

ATTEST:

\_\_\_\_\_  
Doris Speer  
City Secretary

**SEVEN OAKS PUBLIC IMPROVEMENT DISTRICT  
REIMBURSEMENT AGREEMENT**

This Seven Oaks Public Improvement District Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Tomball, Texas (the “City”) and HMH Tomball Townhomes, LLC, a Texas limited liability company, (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective as of October \_\_, 2022 (the “Effective Date”).

**RECITALS**

**WHEREAS**, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Seven Oaks Public Improvement District Service and Assessment Plan*, dated as of the date of its approval, as to be adopted by the City Council of the City, as the same may be amended, supplemented, and updated from time to time (the “SAP); and

**WHEREAS**, on August 15, 2022 the City Council passed and approved a resolution creating the Seven Oaks Public Improvement District (the “District”) covering approximately 19.34 acres of land described by metes and bounds in said Resolution (the “District Property”); and

**WHEREAS**, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

**WHEREAS**, the District Property is being developed in accordance with that certain “Seven Oaks Development Agreement,” executed by and between the Developer, and the City effective August 15, 2022 (the “Development Agreement”); and

**WHEREAS**, the District Property is being developed and special assessments will be levied against the Assessed Property (as to be defined in the SAP) within the District Property to pay the costs of certain authorized public improvements that confer a special benefit on the Assessed Property within the District Property; and

**WHEREAS**, certain public improvements as to be identified in a SAP are to be constructed within the District Property (the “Public Improvements” to serve the District Property; and

**WHEREAS**, the City Council intends to pass and approve one or more ordinances (together, each an “Assessment Ordinance”) which, among other things, shall approve a final SAP and any amendments thereto, (including the “Assessment Roll”), and shall levy assessments on property within the District (the “Assessments”) and shall establish the dates upon which interest on assessments will begin to accrue and collection of such assessments will begin; and

**WHEREAS**, the SAP shall identify the Actual Costs of the Public Improvements (plus financing costs as set forth in the SAP) (the “Public Improvement Costs”) that are to be assessed against the Assessed Property in the District (the “Assessed Property”); and

**WHEREAS**, the SAP shall allocate the Public Improvements Costs to the Assessed Property; and

**WHEREAS**, the Assessments will be reflected on an Assessment Roll and, as approved by the City Council; and

**WHEREAS**, all revenue received and collected by the City from the collection of the Assessments (the “Assessment Revenue”) shall be deposited first for the payment of debt service on assessment revenue bonds issued with a pledge of such Assessment Revenue (“Future Bonds”) in accordance with a trust indenture relating to such Future Bonds (the “Bond Indenture”) and to and second, into a separate account, that is separate from all other funds of the City (the “Reimbursement Account”) and shall be used to reimburse Developer and its assigns for the Public Improvements Costs advanced in a principal amount as set forth in the Service and Assessment Plan but not to exceed \$9,000,000; and

**WHEREAS**, the obligations of the City to use the Assessment Revenue hereunder is authorized by the PID Act; and

**WHEREAS**, this Reimbursement Agreement is a “reimbursement agreement” authorized by Section 372.023(d)(1) of the PID Act; and

**WHEREAS**, at the discretion of the City and in accordance with the Development Agreement, as amended, the Developer and City may amend this Agreement and the Development Agreement as determined necessary by City’s bond counsel for issuance of any Future Bonds, for compliance with applicable law and for compliance with the obligations of the Parties under this Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the Development Agreement, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to that portion of the Public Improvement Costs

paid by the Developer as set forth in the Service and Assessment Plan that were within budgeted costs, plus interest on the unpaid balance as set forth in Section 2(a) below, in accordance with the terms of this Reimbursement Agreement for the term set forth herein, in principal amounts as set forth in the Service and Assessment Plan, such amount not to exceed \$9,000,000 (the “Reimbursement Amount), plus interest accrued as provided herein and in the Service and Assessment Plan. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate account to be designated the “Reimbursement Account.” The Reimbursement Amount is payable from Assessment Revenue to be deposited in the Reimbursement Account as described below and in accordance with this Reimbursement Agreement and the Development Agreement.

- a. The Reimbursement Amount is payable solely from: (i) Assessment Revenue received and collected by the City and deposited into the Reimbursement Account; (ii) the net proceeds (after funding reserve funds, and the payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more series of bonds (the “Future Bonds”) issued by the City in accordance with the terms of the Development Agreement and secured by the Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above.
- b. The Assessment Revenue shall be received, collected and deposited into the Reimbursement Account subject to the following limitations:
  - i. Calculation of the Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the SAP.
  - ii. The Assessments shall accrue interest at the rates set forth in this (iv) immediately below. Interest shall continue on the unpaid principal amount of the Assessments for a Lot until the earlier of (i) 30 years or the time period set forth in the SAP, or (ii) the issuance of any Future Improvement Bonds, or (iii) in the event the Future Bonds are not issued, until the Reimbursement Amount is paid in full pursuant to this Reimbursement Agreement.
  - iii. The Developer shall be reimbursed in a Reimbursement Amount as set forth in the Service and Assessment Plan, such amount not to exceed the principal amount of \$\_\_\_\_\_ plus interest for the time period as both are set forth in the SAP, from the Reimbursement Account and as allowed under this Section. The Reimbursement Amount as set forth in the Service and Assessment Plan shall control over any amount set forth in this Agreement.
  - iv. The unpaid Reimbursement Amount shall bear simple interest per annum beginning on the date and at the rates to be set forth in the SAP as amended

and updated to reflect the Assessments and shall comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Upon the issuance of Future Bonds for the payment of the Public Improvement Costs, the Assessments shall bear interest at the rate of the Bonds plus additional interest as set forth in the SAP, and interest on the Assessments pursuant to this section shall cease.

3. The Reimbursement Amount, plus the interest as described in Section 2(a)(iv) above, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from the Assessment Revenue received and collected by the City and deposited into the Reimbursement Account subject to Section 4 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the Maturity Date. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Assessment Revenue received, collected and deposited into Reimbursement Account. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the PID and the enforcement and collection of taxes and Assessments, and all other covenants provided therein. The City will take and pursue all actions permissible under the PID Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States as the same may be amended, collectively the “Applicable Laws”) to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as an Unpaid Balance remains outstanding under this Reimbursement Agreement. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue and, as a result, is unable to make transfers from the Reimbursement Account for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.
4. If Future Bonds are issued to reimburse the costs of the Public Improvements, the net proceeds of such Future Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Public Improvements and then to pay all or any portion of any Public Improvement Costs, as set forth in the SAP such that no Future Bonds issued to reimburse the costs of the Public Improvements are issued unless the funds necessary to complete the Public Improvements are deposited with the net proceeds of the Future Bonds issued to reimburse the costs of the Public Improvements on the closing date of the Future Bonds.

5. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the Public Improvement Costs as set forth in the SAP. If the Public Improvement Costs are less than the amounts set forth in SAP, the Developer shall not be entitled to such excess amounts. The Parties acknowledge that upon the issuance of Future Bonds, the payment of bond proceeds to the Developer for reimbursement of the costs of the Public Improvements, and for any costs incurred in the administration and operation of the PID, shall be as set forth in and subject to the terms and provisions of the applicable Indenture relating to the Future Bonds, including the form of a certification for payment (a “Certification for Payment”) as provided in the applicable Indenture.
6. The Developer represents and warrants that it will not request payment with respect to any Public Improvement Costs that are not part of the Public Improvements identified in the SAP and it will follow all procedures set forth herein or in the applicable Indenture with respect to Certification for Payments (as defined in the applicable Indenture).
7. Payment of amounts due pursuant to this Reimbursement Agreement shall be after the City’s acceptance of the Public Improvements and completion of the Amenities (as defined in the Development Agreement) and submittal of sufficient documentation as reasonably determined by the City’s PID Administrator that reflect the Public Improvement Costs paid by Developer (a “Reimbursement Request”) in substantially the form attached hereto as Exhibit A as may be modified by the City’s PID administrator. Upon the issuance of Future Bonds, payment of the Public Improvement Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture. Upon the issuance of Future Bonds, payment of the Public Improvement Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture
8. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer’s right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a “Transfer,” and the person or entity to whom the Transfer is made, a “Transferee”). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer’s written notice of the Transfer is received by the City,. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an “obligated person” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two (2) parties.

The City shall not make any representations or execute any consent to any assignment of this Reimbursement Agreement or any Assessment Revenues received hereunder.

9. The Developer represents that it is in compliance with all of its obligations required by the Development Agreement, and the City's ordinances and regulations.
10. The Developer represents that it has submitted and will obtain approval of the applicable construction plans for the Public Improvements from the appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. Nothing in this Reimbursement Agreement shall be construed as a grant of any development permit approval. The Developer further agrees that, subject to the terms hereof and of the Development Agreement, the Public Improvements constructed by the Developer have been or will be constructed in full compliance with approved construction plans and are or will be consistent with the Development Agreement and that the Developer shall supply the City with complete as-built plans upon final completion (meaning when the Public Improvements have been completed in accordance with the applicable City regulations and City approved plans and are ready for dedication to the City) of each Public Improvement constructed by the Developer.
11. The Developer shall not be relieved of its obligation to construct or cause to be constructed each Public Improvement and, upon completion, inspection and acceptance, convey each such Public Improvement to the City in accordance with the terms of this Reimbursement Agreement and the Development Agreement, even if there are insufficient funds in the Project Fund of the applicable Indenture or in the Reimbursement Account to pay the costs thereof. In any event, this Reimbursement Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval which the Developer or and land within the District is subject, with respect to the Public Improvements required in connection with the development of the land in the PID.
12. Within twenty (20) business days of receipt of any Reimbursement Request, the City's PID administrator shall either (i) approve and execute the Reimbursement Request and forward the same to the City for payment (from those funds available in the Reimbursement Account, as applicable), or (ii) in the event the City's PID administrator disapproves the Reimbursement Request, give written notification to the Developer of such disapproval, in whole or in part, of such Reimbursement Request, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Reimbursement Request. If a Reimbursement Request seeking reimbursement is approved only in part, the City shall specify the extent to which the Reimbursement Request is approved and shall deliver such partially approved Reimbursement Request for payment.
13. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Reimbursement Account and such obligations do not create a debt

or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

14. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Public Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the PID. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
15. This Reimbursement Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Harris County, Texas.
16. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City: City Manager  
401 Market Street  
Tomball, TX 77375

With a copy to: Attn: City Attorney  
Olson & Olson, LLP  
2727 Allen Parkway, Suite 600  
Houston, TX 77019

To the Developer: Attn: Chet Wignall  
History Maker Homes  
7906 N. Sam Houston Parkway West, Suite 102  
Houston, Texas 77064

With a copy to: Attn: Timothy Green  
c/o Coats Rose, P.C.  
9 Greenway Plaza, Suite 1000  
Houston, Texas 77046

17. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Assessments contrary to the provisions of the PID Act.

18. Remedies:

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least thirty (30) days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within thirty (30) days and the non-performing Party has diligently pursued a cure within such thirty (30) day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period of not to exceed thirty (30) days so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the

Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.

b. Notwithstanding the foregoing, the following are Events of Default under this Reimbursement Agreement:

- i. The Developer shall fail to pay to the City any monetary sum hereby required of it pursuant to this Reimbursement Agreement or the Development Agreement as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Reimbursement Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Reimbursement Agreement or the Development Agreement.
- ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement (other than the payment of money to the City), and shall not cure such failure within sixty (60) days after written notice thereof is given by the City to the Developer;
- iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
- iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
- v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days; OR
- vi. The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID (as defined in the Development Agreement), if such failure is not cured within thirty (30) days.
- vii. The Developer is in default under the Development Agreement after the expiration of any applicable cure period following written notice, if such written notice is required under the terms of the Development Agreement.
- viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
  - d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Reimbursement Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Reimbursement Agreement or the Development Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
  - e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
  - f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
19. **THE DEVELOPER SHALL ASSUME THE DEFENSE OF, AND INDEMNIFY AND HOLD HARMLESS THE CITY'S INSPECTOR, THE CITY EMPLOYEES, OFFICIALS, OFFICERS, REPRESENTATIVE AND AGENTS OF THE CITY AND EACH OF THEM (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECT OR PUT, BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISIONS OF THIS REIMBURSEMENT AGREEMENT BY THE DEVELOPER, THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE PUBLIC IMPROVEMENTS CONSTRUCTED BY**

**DEVELOPER, OR ANY CLAIMS BY PERSONS EMPLOYED BY THE DEVELOPER RELATING TO THE CONSTRUCTION OF SUCH PROJECTS. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE CITY DOES NOT WAIVE ITS DEFENSES AND IMMUNITIES, WHETHER GOVERNMENTAL, SOVEREIGN, OFFICIAL OR OTHERWISE AND NOTHING IN THIS REIMBURSEMENT AGREEMENT IS INTENDED TO OR SHALL CONFER ANY RIGHT OR INTEREST IN ANY PERSON NOT A PARTY HERETO.**

20. To the extent there is a conflict between this Reimbursement Agreement and an Indenture securing the Future Bonds issued to reimburse the costs of the Public Improvements, the Indenture securing such Future Bonds shall control as the provisions relate to the Assessments. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, this Reimbursement Agreement shall control.
21. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
22. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
23. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
24. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.
25. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer,

and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

26. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
27. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
28. The term of this Reimbursement Agreement is the earlier of (i) one year following the last Annual Installment of an Assessment is collected, (ii) the payment or redemption of the Reimbursement Amount, or (iii) termination pursuant to an Event of Default, whichever occurs first. If the Developer defaults under the Development Agreement or this Reimbursement Agreement, the Development Agreement nor this Reimbursement Agreement shall not terminate with respect to the costs of the Public Improvements that have been approved by the City pursuant to an approved Certification for Payment or Reimbursement Request prior to the date of default. Upon the expiration of the term of this Reimbursement Agreement pursuant to this Section, this Reimbursement Agreement shall terminate.
29. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
30. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in

Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

31. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
32. Firearms. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Reimbursement Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing

an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit

33. Petroleum. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit

34. Affiliate. As used in Sections 30 through 33, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
35. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30<sup>th</sup> day after receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Developer; and, neither the City nor its consultants have verified such information.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

ATTEST:

**CITY OF TOMBALL**

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

*Signature page to Seven Oaks Reimbursement Agreement*

**DEVELOPER**

HMH TOMBALL TOWNHOMES, LLC.

By: \_\_\_\_\_

Name: Michael J Pizzitola

Title: Vice President

*Signature page to Seven Oaks Reimbursement Agreement*

## EXHIBIT A

### REIMBURSEMENT REQUEST

(To be used if no Future Bonds are outstanding and as may be modified by the City's PID administrator)

Reference is made to that certain PID Reimbursement Agreement by and between the City and HMH Tomball Townhomes, LLC a Texas limited liability company (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from Phase \_\_ Assessment Revenues in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements within the Seven Oaks Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Reimbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the attached Public Improvements to be paid from Assessment Revenues has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements in the attached spreadsheet and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement and the PID Reimbursement Agreement and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the PID Reimbursement Agreement, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes or an entity the Developer controls owes, located in the Seven Oaks Public Improvement District and has no outstanding delinquencies.
6. All conditions set forth in the Reimbursement Agreement and the Development Agreement for the payment hereby requested have been satisfied.
7. The work with respect to Public Improvements included herein has been completed, and the City has inspected such Public Improvements.

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety percent (90%) of the budgeted or contracted costs for the Public Improvements identified may be paid until the work with respect to such Public Improvements (or segment) has been completed and the City has accepted such Public Improvements (or segment).

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are **“bills paid” affidavits and supporting documentation** in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

**[ATTACH SPREADSHEET IN FORM APPROVED BY CITY'S PID ADMINISTRATOR]**

**APPROVAL OF REQUEST**

The City is in receipt of the attached Reimbursement Request, acknowledges the Reimbursement Request, and finds the Reimbursement Request to be in order. After reviewing the Reimbursement Request, the City approves the Reimbursement Request and authorizes and directs payment of the amounts set forth below from the appropriate account. The City’s approval of the Reimbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the PID Reimbursement Agreement, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in Public Improvements.

**CITY OF TOMBALL, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



x





# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Consideration to Approve Zoning Case P22-213: Request from Yuna Holdings, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District. The property is located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case P22-213**

Adopt, on First Reading, Ordinance No. 2022-18, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District. The property is located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, providing for severability; 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:**

City Staff recommends approval. Planning & Zoning Commission recommends APPROVED (3 Vote Aye, 1 Votes Nay)

**Origination:** Yuna Holdings, LLC

**Recommendation:**

Approval

**Party(ies) responsible for placing this item on agenda:** Nathan Dietrich, Community Development Director

**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_  
Staff Member Date

Approved by \_\_\_\_\_  
City Manager Date



**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
CITY COUNCIL (CC)  
OCTOBER 17, 2022**



Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, October 17, 2022, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the City Council will consider the following:

**Zoning Case P22-213:** Request from Yuna Holdings, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District. The property is located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, within the City of Tomball, Harris County, Texas.

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 Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **14<sup>th</sup>** day of **October 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*  
\_\_\_\_\_  
Jared Smith  
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) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov).

ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 1.44 ACRES OF LAND LEGALLY DESCRIBED AS BEING LOT 1, BLOCK 1 OF JTS SUBDIVISION FROM THE GENERAL RETAIL (GR) DISTRICT TO THE COMMERCIAL (C) DISTRICT, BEING LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF MEDICAL COMPLEX DRIVE AND THE STATE HIGHWAY 249 FRONTAGE ROAD, PROVIDING FOR SEVERABILITY; 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, Yuna Holdings, LLC has requested that approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision, located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; 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 two 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 Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning of the Commercial 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 for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

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 zoning classification of the Property is hereby changed from the General Retail District to the Commercial 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 Commercial District, 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 to the

Commercial District as described above.

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

**Section 6.** Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in 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 17<sup>th</sup> DAY OF OCTOBER 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
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 7<sup>th</sup> DAY OF NOVEMBER 2022.

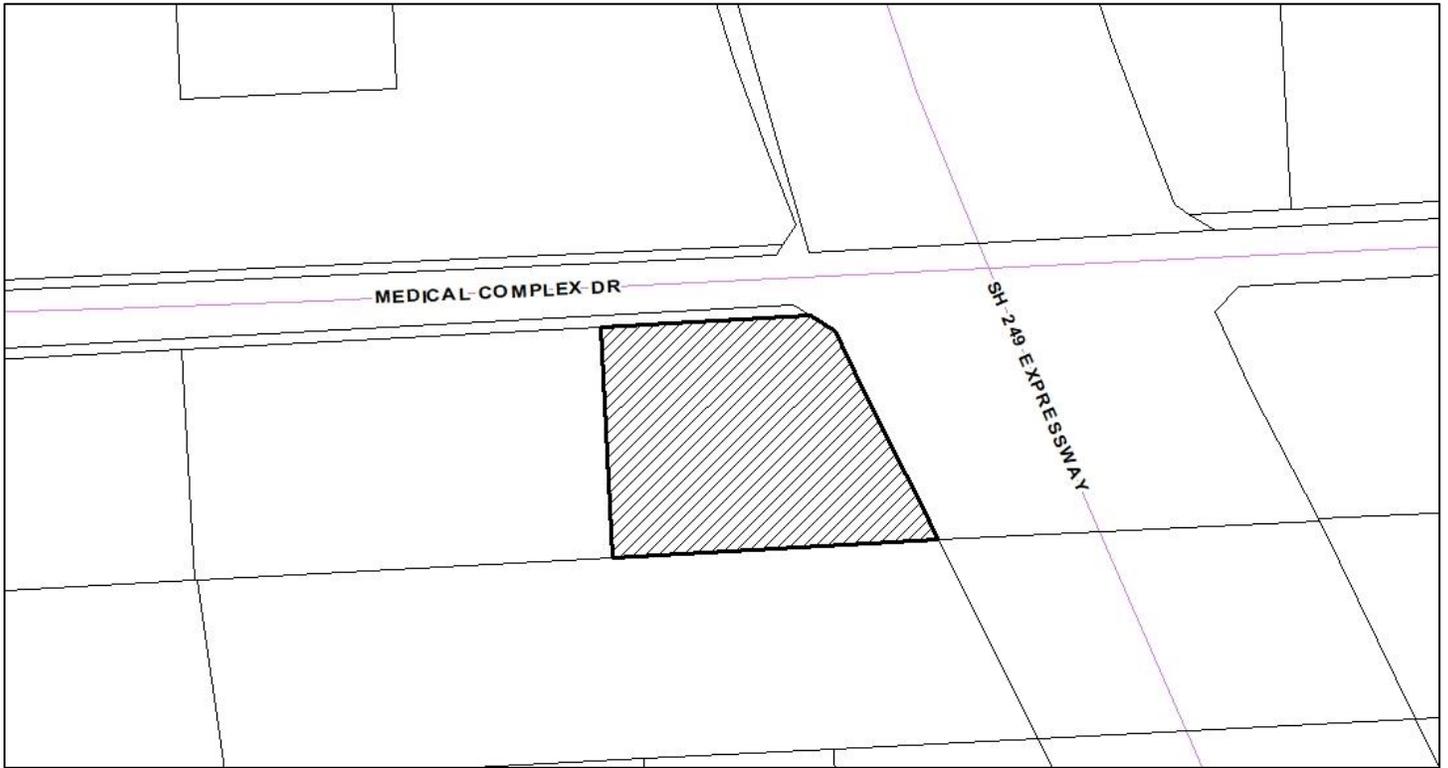
COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
Lori Klein Quinn, Mayor

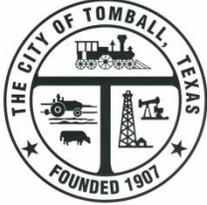
ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

Exhibit "A"



Location: Lot 1, Block 1, in JTS Subdivision



## Notice of Public Hearing

**YOU ARE INVITED TO ATTEND** the Public Hearing before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

**CASE NUMBER:** P22-213

**APPLICANT/OWNER:** Yuna Holdings, LLC

**LOCATION:** The property is located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, within the City of Tomball, Harris County, Texas.

**PROPOSAL:** A Rezoning to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District.

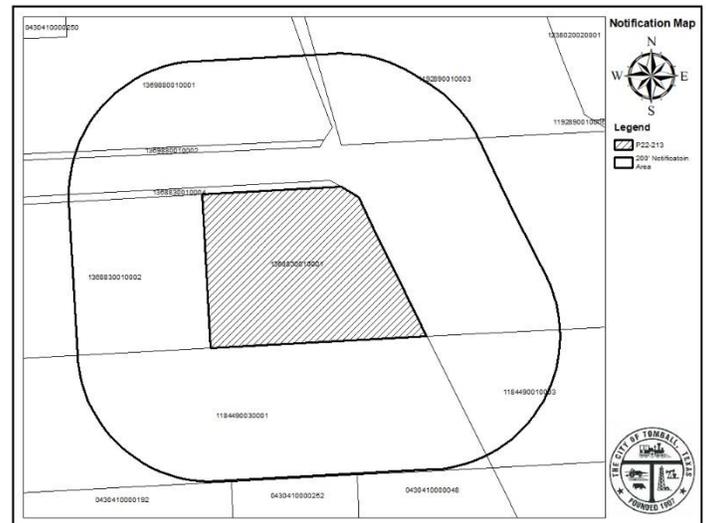
**CONTACT:** Jared Smith, City Planner

**PHONE:** (281) 290-1491

**E-MAIL:** [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department office, located at 501 James Street, Tomball, TX 77375. The staff report will be available no later than 4:00 p.m. on the Friday preceding the meeting.

**This notice is being mailed to all owners of real property within 200 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.**



**Planning & Zoning Commission  
Public Hearing:  
Monday, August 8, 2022 @ 6:00 PM**

**City Council Public Hearing:  
\*Monday, August 15, 2022 @ 6:00 PM**

**The Public Hearings will be held in the  
City Council Chambers, City Hall  
401 Market Street, Tomball, Texas**

\*Should the Planning & Zoning Commission vote to table the recommendation on the case, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a recommendation is forwarded to the City Council by the Planning & Zoning Commission.



**Rezoning  
Staff Report**

Planning & Zoning Commission Public Hearing Date: August 8, 2022  
City Council Public Hearing Date: August 15, 2022

**Rezoning Case:** P22-213  
**Property Owner(s):** Yuna Holdings, LLC  
**Applicant(s):** Yuna Holdings, LLC  
**Legal Description:** Lot 1, Block 1 of JTS Subdivision  
**Location:** Southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road. (Exhibit "A")  
**Area:** 1.44 acres  
**Comp Plan Designation:** Corridor Commercial (Exhibit "B")  
**Present Zoning and Use:** General Retail (GR) (Exhibit "C") / Vacant (Exhibit "D")  
**Request:** Rezone to the Commercial District  
**Adjacent Zoning & Land Uses:**  
**North:** General Retail/Vacant  
**South:** General Retail/Vacant  
**West:** General Retail with Conditional Use Permit/Hotel  
**East:** State Highway 249

**BACKGROUND**

The subject property was annexed in 1997 (Ordinance#1997-01) and remained vacant since that time. The property has been located within a General Retail zoning district since 2008 when the City of Tomball adopted zoning. According to information provided by the applicant, the zone change request is to allow the subject property to be developed as a pawn shop with an indoor gun range.

**ANALYSIS**

The subject property is approximately 1.44 acres, located at the southwest corner of the intersection of Medical Complex Drive and State Highway 249. Properties north and south of the subject site are within General Retail zoning districts and are presently vacant. The property west of the subject site is also located within General Retail zoning and is occupied by a hotel (Residence Inn). East of the subject property is State Highway 249.

**Comprehensive Plan Recommendation:**

The Future Land Use Map within the Comprehensive Plan designates the subject property as “Corridor Commercial.” According to the Comprehensive Plan, the Corridor Commercial land use category is intended for predominantly nonresidential uses along high-traffic, regionally serving thoroughfares. This land use category typically is comprised of varying lot sizes and intensities predominately serving the automobile.

The Comprehensive Plan identifies regional commercial, personal service offices, multi-family, retail, entertainment, dining, hotels, and brew pub/distilleries to be appropriate land uses within the Corridor Commercial land use.

According to the Comprehensive Plan, Office, General Retail, Commercial, Mixed Use, Multi-Family, and Planned Developments are considered appropriate zoning districts within the Corridor Commercial land use category.

In making decisions regarding the neighborhood commercial land use category the following items should be considered: “Development should gain primary access from an arterial street. Pedestrian enhancements should be a focus with comfort and safety taking priority. New development should include improved standards for building form and architecture, buffering, landscaping, and signage.”

**Staff Review Comments:**

The request to rezone the subject property to Commercial is in accordance with the Corridor Commercial land use identified on the Future Land Use Map. According to the Comprehensive Plan this land use category is intended for nonresidential uses along high-traffic, regionally serving thoroughfares. Further, the City of Tomball Code of Ordinance states that convenient access to major thoroughfares is a primary consideration for Commercial zoning districts. The subject site is located at the intersection of Medical Complex Drive (minor arterial) and State Highway 249 (expressway). Commercial land uses are often located at intersections such as this because they provide convenient access and exposure to higher volumes of traffic.

**PUBLIC COMMENT**

A Notice of Public Hearing was published in the paper and property owners within 200 feet of the project site were mailed notification of this proposal on July 25, 2022. Due to the tabling of the item, the Notice of Public Hearing was re-published in the local paper on September 28, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

**STAFF RECOMMENDATION:**

Based on the findings outlined in the analysis section of this staff report, the City staff recommends approval of Zoning Case P22-213.

**P&Z RECOMMENDATION:**

Approval (3 Vote Aye, Vote Nay)

- Discussion Items:
  - Concerns about staff interpretation of indoor gun ranges being classified as “Amusement, Commercial (indoor)” within the Land Use Regulation Chart.

**EXHIBITS**

- A. Aerial Location Map
- B. Future Land Use Plan Map
- C. Zoning Map
- D. Site Photo(s)
- E. Zoning District Permitted Use Chart Comparison
- F. Rezoning Application

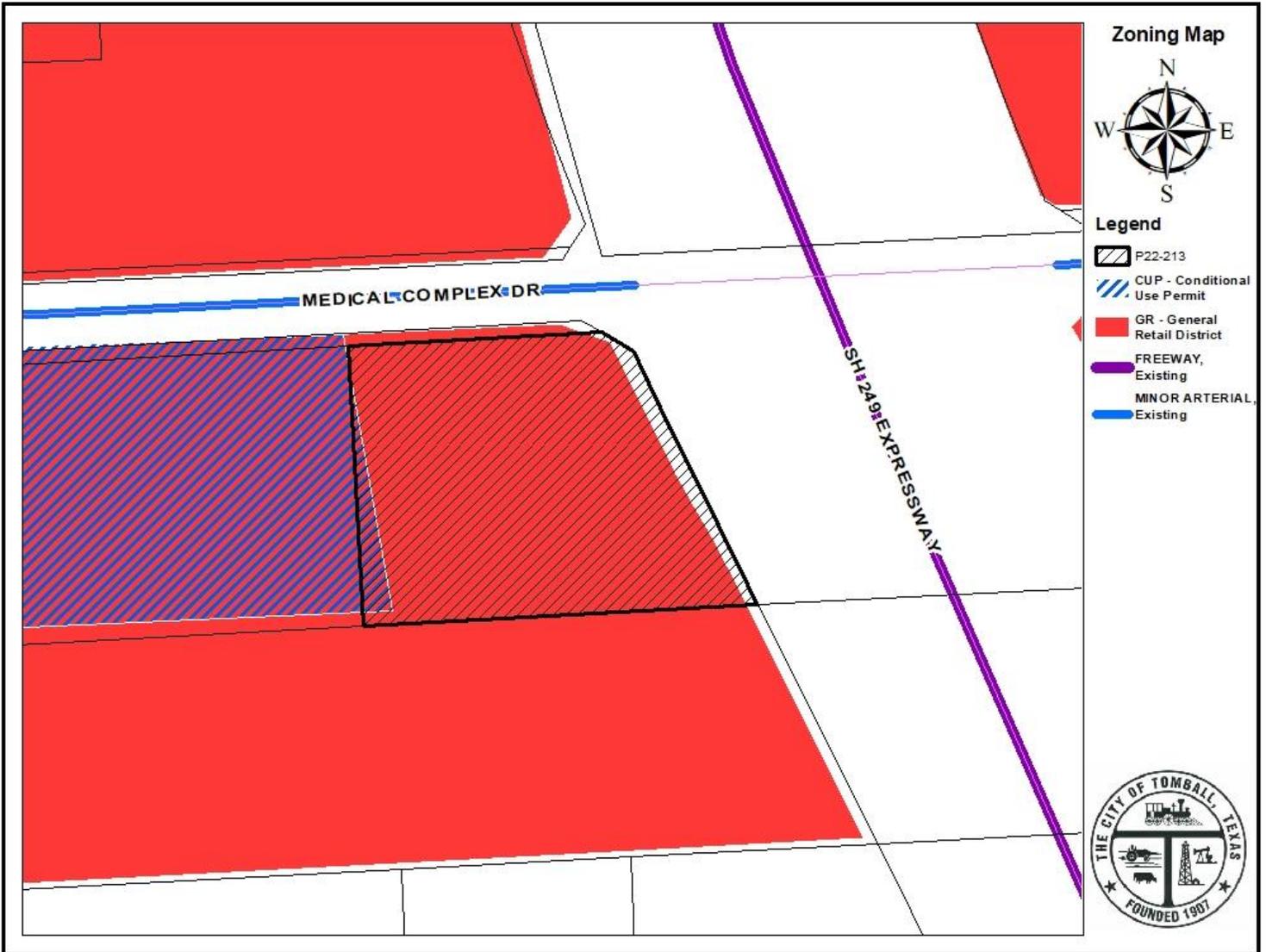
**Exhibit "A"  
Aerial Map**



**Exhibit "B"**  
**Future Land Use Map**



# Exhibit "C" Zoning Map



**Exhibit "D"**  
**Site Photo**



**Exhibit “E”  
Zoning District Permitted Use Chart Comparison**

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
<b>Agriculture</b>			
Bulk Grain and/or feed storage		C	1 space per 1,000 square feet
Farm (ranch, garden, crops, livestock, or orchard) ‡	P	P	None
Feed and grain store/farm supply store ‡	C	P	1 space per 500 square feet
Flour and other grain mills			1 space per 1,000 square feet
Livestock, wholesale/auction			None
Livestock sales/auction			None
Stable, commercial			1 space per 1,000 square feet
Stables (private, principal or accessory use) ‡			None
<b>Residential</b>			
Accessory building/structure (business or industry) ‡	P	P	None
Accessory building/structure (residential) ‡			None
Accessory dwelling			None
Garage/accessory dwelling ‡			None
Caretaker's, guard's residence ‡	P	P	1 space per caretaker/guard
Dwelling, four-family (quadraplex) (defined under Multiple-family dwelling) ‡			2 spaces per dwelling
Dwelling, HUD code-manufactured home ‡			2 spaces per dwelling
Dwelling, industrialized home ‡			2 spaces per dwelling
Dwelling, multiple-family ‡			2 spaces per dwelling
Dwelling, single-family attached ‡			2 spaces per dwelling
Dwelling—Single-family detached ‡			2 spaces per dwelling
Dwelling, two-family, duplex or duplex townhome ‡			2 spaces per dwelling
Dwelling, zero-lot line/patio home ‡			2 spaces per dwelling
Home occupation ‡	P	P	None
Residential use ‡	C	C	2 spaces per dwelling
Private street subdivision	C	C	None
<b>Office</b>			
Clinic, emergency care	P	P	1 space per 150 square feet
Clinic, medical and/or dental	P	P	1 space per 300 square feet
Credit agency	P	P	1 space per 300 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Bank, savings and loan, or credit union (no motor bank services)	P	P	1 space per 300 square feet
Bank, savings and loan, or credit union (with motor bank services)	P	P	1 space per 300 square feet
Office, professional and general business ‡	P	P	1 space per 300 square feet
Office, parole-probation	P	P	1 space per 300 square feet
Office showroom/warehouse ‡	C	P	1 space per 300 square feet
Security monitoring company (no outside storage)	P	P	1 space per 300 square feet
Telemarketing agency	C	C	1 space per 250 square feet
Telephone exchange/switching station ‡	P	P	1 space per 500 square feet
Temporary real estate field office	P	P	4 spaces
Model home (including sales office)	P	C	2 spaces per model
<b>Personal and Business</b>			
Ambulance service	C	P	1 space per 500 square feet
Automobile driving school (including defensive driving)	P	P	1 space per classroom seat
Barber/beauty shop (no related school/college)	P	P	1 space per 200 square feet
Bed and breakfast inn ‡	P	P	2 spaces plus one per guest room
Check cashing service	C	C	1 space per 100 square feet
Dance hall/dancing facility ‡	C	C	1 space per 100 square feet
Dance/drama/music schools (performing arts, martial arts)	P	P	1 space per 100 square feet
Fortunetelling and similar activities ‡			1 space per 300 square feet
Funeral home ‡	C	P	See Section 50-112
Greenhouse (non-retail/hobby)			None
Health club (indoor)	P	P	1 space per 300 square feet
Health club (outdoor)	P	P	1 space per 300 square feet
Hotel‡	P	P	See Section 50-112
Motel‡		C	See Section 50-112
Laundromat/washateria/self-service ‡	P	P	1 space per 200 square feet
Laundry/dry cleaning (retail only, drop off/pick up) ‡	P	P	1 space per 200 square feet
Loan service (payday/auto title)	C	C	1 space per 100 square feet
Mailing service (private)	P	P	1 space per 200 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Pharmacy (retail only)	P	P	1 space per 200 square feet
Reception venue	P	P	1 space: 4 seats
Recreational vehicle park			
Rehabilitation care facility (halfway house) ‡	P	P	Greater of 1 per three beds or 1.5 spaces per dwelling
Rehabilitation care institution (business) ‡	P	P	Greater of 1 per three beds or 1.5 spaces per dwelling
Seamstress, dressmaker or tailor (retail only)	P	P	1 space per 200 square feet
Sexually oriented business			
Tattoo or body piercing studio ‡		C	1 space per 200 square feet
Wedding chapel	P	P	1 space per four seats
<b>Retail</b>			
Antique shop (no outside sales or storage) ‡	P	P	1 space per 500 square feet
Antique shop (with outside storage)	C	P	1 space per 500 square feet
Apparel shop	P	P	1 space per 200 square feet
Art gallery/museum/dealer ‡	P	P	1 space per 500 square feet
Artist or photography studio	P	P	1 space per 500 square feet
Bakery, retail (eating establishment, no drive-through) ‡	P	P	1 space per 200 square feet
Bakery, retail (with drive-through)	P	P	1 space per 200 square feet
Bakery (wholesale) ‡		P	1 space per 500 square feet
Bird and pet shops (retail only)	P	P	1 space per 200 square feet
Book/stationery shop (retail only) ‡	P	P	1 space per 200 square feet
Brewpub	P	P	1 space per 1,000 square feet for the brewing of beer, ale, etc. plus 1 space per 100 square feet for associated eating or drinking establishments.
Building material sales/lumber yard ‡	C	P	1 space per 1,000 square feet
Carpenter shop	C	P	1 space per 500 square feet
Catering service	P	P	1 space per 500 square feet
Consignment shop	C	P	1 space per 300 square feet
Convenience store (with or without gasoline sales) ‡	P	P	See Section 50-112

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Copy shop ‡	P	P	1 space per 200 square feet
Drinking establishment	P	P	
Drug store (retail only)	P	P	1 space per 200 square feet
Eating establishment (with drive-in service) ‡	C	P	Whichever is greater: 1 per 100 square feet; 1 per 3 seats based on max seating capacity or; 1 per 12 spaces
Eating establishment (with no drive-through service) ‡	P	P	
Eating establishment (with drive-through service) ‡	C	P	
Electronic goods (retail only)	P	P	1 space per 200 square feet
Florist shop (retail only) ‡	P	P	1 space per 200 square feet
Food or grocery store	P	P	1 space per 500 square feet
Furniture and appliance store (retail only) ‡	P	P	1 space per 500 square feet
Furniture store (new and used) ‡	P	P	1 space per 200 square feet
General retail stores (no outside storage)	P	P	1 space per 200 square feet
Gift or card shop (retail only)	P	P	1 space per 200 square feet
Hardware store	P	P	1 space per 400 square feet
Hobby and crafts store (retail only)	P	P	1 space per 200 square feet
Home improvement center	P	P	1 space per 400 square feet plus one per 1,000 square feet of warehouse area
Jewelry store	P	P	1 space per 200 square feet
Market, open air, flea		C	1 space per 200 square feet
Meat and fish market (retail only)	P	P	1 space per 200 square feet
Mobile Food Court ‡	C	C	Whichever is greater: 1 per 100 square feet of seating area or 2 per mobile food vendor
Motion picture studios, commercial films	C	P	1 space per 300 square feet
Motion picture theater (indoors)	P	P	See Section 50-112
Nursery ‡	P	P	1 space per 1,000 square feet of sales area
Garden shop ‡	P	P	1 space per 200 square feet
Painting and refinishing shop	C	P	1 space per 500 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Auto paint shop	C	P	1 space per 200 square feet
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)	P	P	1 space per 200 square feet
Auto parts sale (new or rebuilt; with outside storage or display)	C	P	1 space per 200 square feet
Auto rental	P	P	1 space per 200 square feet
Auto repair (major) ‡	C	P	1 space per 200 square feet
Auto repair (minor) ‡	P	P	1 space per 200 square feet
Auto storage or auto auction ‡		C	1 space per 1,000 square feet
Auto tire sales (indoor)	P	P	1 space per 200 square feet
Auto wrecker service		P	1 space per 200 square feet
Automobile assembly			1 space per 1,000 square feet
Automobile parts manufacturing		C	1 space per 1,000 square feet
Automobile wash (full service/detail shop) ‡	P	P	3 spaces per washing capacity of module
Automobile wash (self-service) ‡	C	P	3 spaces per washing capacity of module
Bike sales and/or repair	P	C	1 space per 500 square feet
Bus or truck storage		P	1 space per 1,000 square feet
Gasoline station	P	P	See Section 50-112
Motor freight transportation, storage, and terminal		P	See Section 50-112
Motorcycle sales/dealer w/outdoor sales, storage, and display ‡	P	P	See Section 50-112
Motorcycle sales/dealer w/no outdoor sales, storage, and display	P	P	See Section 50-112
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	P	P	None
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display	P	P	See Section 50-112
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display	P	P	See Section 50-112
Railroad team tracks, unloading docks, and spurs		P	None
Railroad yards, round house or shop		C	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Auto paint shop	C	P	1 space per 200 square feet
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)	P	P	1 space per 200 square feet
Auto parts sale (new or rebuilt; with outside storage or display)	C	P	1 space per 200 square feet
Auto rental	P	P	1 space per 200 square feet
Auto repair (major) ‡	C	P	1 space per 200 square feet
Auto repair (minor) ‡	P	P	1 space per 200 square feet
Auto storage or auto auction ‡		C	1 space per 1,000 square feet
Auto tire sales (indoor)	P	P	1 space per 200 square feet
Auto wrecker service		P	1 space per 200 square feet
Automobile assembly			1 space per 1,000 square feet
Automobile parts manufacturing		C	1 space per 1,000 square feet
Automobile wash (full service/detail shop) ‡	P	P	3 spaces per washing capacity of module
Automobile wash (self-service) ‡	C	P	3 spaces per washing capacity of module
Bike sales and/or repair	P	C	1 space per 500 square feet
Bus or truck storage		P	1 space per 1,000 square feet
Gasoline station	P	P	See Section 50-112
Motor freight transportation, storage, and terminal		P	See Section 50-112
Motorcycle sales/dealer w/outdoor sales, storage, and display ‡	P	P	See Section 50-112
Motorcycle sales/dealer w/no outdoor sales, storage, and display	P	P	See Section 50-112
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	P	P	None
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display	P	P	See Section 50-112
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display	P	P	See Section 50-112
Railroad team tracks, unloading docks, and spurs		P	None
Railroad yards, round house or shop		C	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Taxi/limousine service	C	P	1 space per 1.5 automobiles in service
Tire sales (indoors, no outside storage) ‡		P	1 space per 1,000 square feet
Tire sales (outdoors, with outside storage) ‡		C	1 space per 1,000 square feet
Transfer station (refuse/pick-up) ‡		C	1 space per 500 square feet
Transit terminal ‡		P	See Section 50-112
Truck and bus leasing ‡		P	1 space per 1,000 square feet
Truck sales and services (heavy trucks) ‡		P	1 space per 1,000 square feet
Truck stop ‡		C	1 space per 1,000 square feet
Truck terminal ‡		P	See Section 50-112
<b>Amusement and Recreation</b>			
Amusement, commercial (indoor) ‡	C	P	1 space per 100 square feet
Amusement, commercial (outdoor) ‡	C	P	10 spaces plus 1 per 500 square feet over 5,000 square feet of building and recreation area
Amusement, commercial, temporary, (e.g., carnival, haunted house). (Note: Allowed by building official for up to 10 days) ‡		C	Determined by P & Z
Amusement devices/arcade (4 or more devices, indoors only) ‡	C	P	1 space per game table plus one per amusement device
Billiard/pool Facility (4 or more tables)	C	P	1 space per 200 square feet
Bingo facility	C	P	1 space per 200 square feet
Bowling alley (air conditioned and soundproofed)	P	P	4 spaces per lane
Dinner theatre	P	P	1 space per three seats or bench seating space
Drive-in theater		C	1 space per speaker
Golf driving range	C	P	See Section 50-112
Golf course (private) ‡	C	C	6 spaces per hole
Golf course (publicly owned) ‡	P	P	6 spaces per hole
Playfield or stadium (private)	C	P	1 space per three seats
Recreational vehicle park/campground ‡		C	1.5 per RV pad
Skating rink	P	P	1 space per 200 square feet, plus 1 per 3 seats based on max capacity
Swimming pool, private (use by membership) ‡	P	P	1 space for each 100 square feet of gross water surface and deck area

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Swimming pool, commercial ‡	P	P	1 space per 100 square feet of gross water surface and deck area
Tennis court (private/not lighted)	P	P	2 spaces per court
Tennis court (private/lighted)	C	C	2 spaces per court
<b>Institutional/Governmental</b>			
Adult day care (business)			
Antenna (commercial)			
Antenna (noncommercial)			
Armed services recruiting center	P	P	1 space per 300 square feet
Assisted living facility (continuing care retirement community) ‡	P	P	1.5 spaces per dwelling unit plus any additional space for accessory uses
Auction house	C	P	1 space per 100 square feet
Broadcast station (with tower)			
Broadcast towers (commercial)			
Cellular communications tower/PCS			
Cemetery and/or mausoleum ‡	C	C	1 space per 5,000 square feet of land
Child day care center (business) ‡	P	P	1 space per three children
Church/temple/place of worship ‡	P	P	1 space per four seats in sanctuary
Civic center (municipal) ‡	P	P	10 spaces plus 1 per 300 square feet above 2,000 square feet
Civic club	P	P	See Section 50-112
Community center (public)	P	P	See Section 50-112
Community home ‡			1 space per 300 square feet
Community or social buildings ‡	P	P	1 space per 300 square feet
Country club (private) ‡	C	C	10 spaces plus 1 per 300 square feet above 2,000 square feet
Earth satellite dish (private, less than 3 feet in diameter)			
Electric power plant		C	1 space per 1,000 square feet
Electrical substation ‡	C	C	1 space per 1,000 square feet
Exhibition hall ‡	C	P	1 space per 100 square feet
Fair ground or rodeo ‡		C	1 space per 1,000 square feet of land area
Family home (child care in place of residence) ‡	P	P	1 space per 10 children plus 1 space per teacher

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Fraternal organization ‡	P	P	10 spaces plus 1 per 300 square feet above 2,000 square feet
Fraternity or sorority house ‡	C	C	2 spaces per bedroom
Governmental building or use (county, state or federal) ‡	P	P	1 space per 300 square feet
Heliport ‡	C	C	3 spaces
Helistop	C	C	3 spaces
Hospital ‡	P	P	1 space per bed
Household care facility ‡			1 space per 6 clients
Household care institution	P	P	1 space per 6 clients
Institution for alcoholic, narcotic, or psychiatric patients ‡	C	C	1 space per 200 square feet
Institution of religious, educational or philanthropic nature	P	P	1 space per 200 square feet
Municipal facility or use ‡	P	P	1 space per 300 square feet
Museum	P	P	See Section 50-112
Park and/or playground (private) ‡	P	P	
Park and/or playground (public, municipal) ‡	P	P	
Penal or correctional institutions		P	1 space per 500 square feet
Post office (governmental)	P	P	10 plus 1 per 200 square feet
Non-city public assembly (auditorium, gymnasium, stadiums, meeting halls, etc.)	P	P	1 space per 4 seats
Radio, television and communications towers			
Rectory/parsonage	P	P	5 spaces, plus 1 per bedroom
Retirement housing for the elderly ‡			
Riding academy	C	C	1 space per five stalls
Sanitary landfill (private)			1 space per ten acres
School, business (e.g., barber/beauty/cosmetology)	P	P	1 space per three students, based on design
School, college or university	P	P	10 per classroom plus 2 per office
School, commercial trade (vocational) ‡	P	P	1 space per student
School, public or denominational ‡	P	P	See Section 50-112
School, other than public or denominational ‡	P	P	
Sheltered care facility ‡	C	C	1 space per three beds or 1.5 per dwelling
Sign, all types (defined within the referenced section) ‡			

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Skilled nursing facility ‡	C	P	See Section 50-112
Studio for radio and/or television (no towers) ‡	P	P	1 space per 200 square feet
<b>Commercial and Wholesale Trade</b>			
Animal kennel (outdoor pens)		C	1 space per 500 square feet
Appliance repair	P	P	1 space per 500 square feet
Book binding		P	1 space per 500 square feet
Carpet and rug cleaning plant	C	P	1 space per 1,000 square feet
Cattle, swine, or poultry feedlot (CAFO)			1 space per 5,000 square feet of land
Cleaning plant (commercial laundry) ‡	C	P	1 space per 1,000 square feet
Communication equipment sales/service (installation and/or repair, no outdoor sales or storage or towers/antennae)	P	P	1 space per 1,000 square feet
Construction contractor with storage yard		P	1 space per 1,000 square feet of land
Contractor's office/sales, no outside storage including vehicles	P	P	1 space per 1,000 square feet of land
Contractor's temporary on-site construction office (only with permit from building official)	P	P	None
Distribution center ‡		P	1 space per 1,000 square feet
Electric repair, (domestic equipment and autos)	P	P	1 space per 1,000 square feet
Electronic assembly		P	1 space per 1,000 square feet
Electro-plating/electro-typing		P	1 space per 1,000 square feet
Exterminator service/company (no outdoor sales or storage)	P	P	1 space per 300 square feet
Fix-it shops, small engine, saw filing, mower sharpening	C	P	1 space per 500 square feet
Fur/hide tanning and finishing			1 space per 1,000 square feet
Heating and air conditioning sales/services	C	P	1 space per 1,000 square feet
Iron works (ornamental)		C	1 space per 1,000 square feet
Lawnmower repair and/or sales	C	P	1 space per 500 square feet
Loading or storage tracks		P	None
Locksmith	P	P	1 space per 500 square feet
Machine shop		P	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Maintenance and repair service for buildings/janitorial	C	P	1 space per 500 square feet
Manufactured home display or sales (new or used) ‡		C	1 space per 1,000 square feet
Mattress, making and renovating		P	1 space per 1,000 square feet
Milk depot, wholesale		P	1 space per 1,000 square feet
Mini-warehouse/self storage ‡	C	P	See Section 50-112
Mortuary	C	P	See Section 50-112
Moving and storage company		P	1 space per 1,000 square feet
News printing		P	1 space per 1,000 square feet
Outdoor sales as a primary use ‡	C	P	1 space per 5,000 square feet of land area
Pawn shop ‡		P	1 space per 200 square feet
Pet and animal grooming shop (no outside kennels) ‡	P	P	1 space per 200 square feet
Plumbing shop	C	P	1 space per 200 square feet
Printing equipment, supplies and repairs	C	P	1 space per 500 square feet
Propane sales filling (retail)	C	P	1 space per 200 square feet
Publishing and printing company	C	P	1 space per 500 square feet
Quick lube/oil change/minor inspection	P	P	1 space per 200 square feet
Salvage storage yard ‡			5 per acre
Scientific and industrial research laboratories (hazardous) ‡		C	1 space per 300 square feet
Scientific and industrial research laboratories (nonhazardous) ‡	C	P	1 space per 300 square feet
Scrap metal storage yard			5 space per acre
Security systems installation company	C	P	1 space per 300 square feet
Sheet metal shop		P	1 space per 1,000 square feet
Storage of cement, sands and gravel		C	1 space per 5,000 square feet of storage area
Storage of used lumber and building materials		C	1 space per 5,000 square feet of storage area
Taxicab storage and repair		P	1 space per 500 square feet
Taxidermist	C	P	1 space per 500 square feet
Tool and machinery rental (indoor storage only) ‡	P	P	1 space per 200 square feet
Tool and machinery rental (with outdoor storage) ‡	C	P	1 space per 200 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Vacuum cleaner sales and repair ‡	P	P	1 space per 200 square feet
Veterinarian clinic (indoor kennels) ‡	P	P	1 space per 500 square feet
Veterinarian clinic (outdoor kennels or pens) ‡		C	1 space per 500 square feet
Warehouse (defined under storage or wholesale warehouse) ‡	C	P	1 space per 1,000 square feet
Welding shop	C	P	1 space per 1,000 square feet
Wholesale trade, nondurable goods	C	P	1 space per 1,000 square feet
Woodworking shops	C	P	1 space per 1,000 square feet
Wrecking materials yard ‡			1 space per 1,000 square feet
<b>Light and Heavy Manufacturing/Industrial</b>			
Acid manufacture			1 space per 1,000 square feet
Adhesives and sealants manufacture		C	1 space per 1,000 square feet
Aircraft parts manufacture			1 space per 1,000 square feet
Airplane repair and manufacturing			1 space per 1,000 square feet
Animal processing and slaughter		C	1 space per 1,000 square feet
Any manufacture or industrial process not listed and not prohibited by law		C	1 space per 1,000 square feet
Artificial flower manufacture	C	P	1 space per 1,000 square feet
Asphalt paving and roofing material manufacture			1 space per 1,000 square feet
Awning manufacture, cloth, metal and wood		P	1 space per 1,000 square feet
Bag manufacturing		P	1 space per 1,000 square feet
Battery manufacture			1 space per 1,000 square feet
Bleaching/chorine powder manufacture			2 spaces per 1,000 square feet
Boiler manufacture and repair			1 space per 1,000 square feet
Bottling works		P	1 space per 1,000 square feet
Broom manufacture		P	1 space per 1,000 square feet
Candy and other confectionary products manufacture	C	P	1 space per 1,000 square feet
Canning and preserving factory		C	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Canvas and related products manufacture		P	1 space per 1,000 square feet
Casein manufacture			1 space per 1,000 square feet
Celluloid and similar cellulose manufacture			1 space per 1,000 square feet
Cement manufacture			1 space per 1,000 square feet
Ceramic products manufacture	C	P	1 space per 500 square feet
Chalk manufacture			1 space per 1,000 square feet
Chemicals (agricultural) manufacture			1 space per 1,000 square feet
Chemicals (industrial) manufacture			1 space per 1,000 square feet
Clothing manufacture		P	1 space per 500 square feet
Coffee roasting		C	
Coffin manufacture		C	1 space per 1,000 square feet
Cold storage plants/locker		P	1 space per 1,000 square feet
Concrete or asphalt mixing/batching plant (permanent) ‡			1 space per 5,000 square feet of land
Concrete or asphalt mixing/batching plant (temporary) ‡	C	P	1 space per 5,000 square feet of land
Crematory			1 space per 1,000 square feet
Culvert manufacture			1 space per 1,000 square feet
Cutlery, handtools and general hardware manufacture		C	1 space per 1,000 square feet
Dairy products manufacture		C	1 space per 1,000 square feet
Distillation of liquors, spirits, etc. (brewery)			1 space per 1,000 square feet
Dye manufacture			1 space per 1,000 square feet
Dyeing plant		C	1 space per 1,000 square feet
Electric lamp manufacture		C	1 space per 1,000 square feet
Elevator manufacture			1 space per 1,000 square feet
Enameling and painting		C	1 space per 1,000 square feet
Engraving plant		P	1 space per 1,000 square feet
Envelope manufacture		P	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Farm/garden machinery and equipment manufacture		C	1 space per 1,000 square feet
Fats and oils (animal) manufacture			1 space per 1,000 square feet
Feed manufacture		C	1 space per 500 square feet
Felt manufacture			1 space per 1,000 square feet
Food processing ‡		C	1 space per 1,000 square feet
Footwear manufacture		C	1 space per 500 square feet
Foundry, all types			1 space per 1,000 square feet
Furnace manufacture			1 space per 1,000 square feet
Fixtures manufacture		C	1 space per 1,000 square feet
Furniture manufacture		C	1 space per 1,000 square feet
Gases (industrial) manufacture			1 space per 1,000 square feet
Glucose manufacture			1 space per 1,000 square feet
Hair products factory (other than human)			1 space per 1,000 square feet
Heavy machinery sales and storage ‡		C	1 space per 1,000 square feet
Ice cream/ice manufacture		P	1 space per 1,000 square feet
Kerosene manufacture or storage			1 space per 1,000 square feet
Laboratory equipment manufacturing ‡			1 space per 1,000 square feet
Leather products manufacture		C	1 space per 1,000 square feet
Lumber mill/yard			1 space per 1,000 square feet
Machinery manufacture		C	1 space per 1,000 square feet
Marble working and finishing		C	1 space per 1,000 square feet
Meat packing plant			1 space per 1,000 square feet
Metal cans and shipping containers manufacture		C	1 space per 1,000 square feet
Metal products, stamping and manufacture		C	1 space per 1,000 square feet
Mirror resilvering		C	1 space per 200 square feet
Office equipment manufacture		P	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Oil compounding and barreling			1 space per 1,000 square feet
Oilcloth manufacture			1 space per 1,000 square feet
Orthopedic, prosthetic, surgical appliances and supplies manufacture		P	1 space per 1,000 square feet
Paint manufacture and/or mixing		C	1 space per 1,000 square feet
Paper and paper pulp manufacture			1 space per 1,000 square feet
Paper products and paper box manufacture		P	1 space per 1,000 square feet
Pecan processing		C	1 space per 1,000 square feet
Petroleum and petroleum products refining			1 space per 1,000 square feet
Petroleum distribution/storage ‡		C	1 space per 1,000 square feet
Plastic products, molding, casting and shaping		P	1 space per 1,000 square feet
Poultry hatchery			1 space per 1,000 square feet
Poultry slaughtering and processing			1 space per 1,000 square feet
Printing ink manufacture			1 space per 1,000 square feet
Reduction of fats, ores, metals, garbage, offal, etc.; rendering plant			1 space per 1,000 square feet
Rock quarries, sand, gravel and earth excavations or extractions			1 space per acre
Rug and carpet manufacture		C	1 space per 1,000 square feet
Sand, gravel, or stone storage (including sales) ‡		C	1 space per 1.5 employees, plus five per acre
Shellac and varnish manufacture			1 space per 1,000 square feet
Sign manufacturing (no outside storage)		C	1 space per 1,000 square feet
Sign manufacturing (with outside storage)		C	1 space per 1,000 square feet
Snuff manufacture			1 space per 1,000 square feet
Soap, detergents, cleaning preparations manufacture			1 space per 1,000 square feet
Starch manufacture			1 space per 1,000 square feet
Steel works, blast furnaces and rolling mills			1 space per 1,000 square feet
Stone cutting or crushing			1 space per 5,000 square feet of land area

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Stone, clay, glass and concrete Products (other than handicrafts) manufacture			1 space per 1,000 square feet
Textile products manufacture		C	1 space per 1,000 square feet
Tire retreading and recapping		C	1 space per 1,000 square feet
Truck manufacture			1 space per 1,000 square feet
Waste paper products manufacture			1 space per 1,000 square feet
Water distillation		P	1 space per 1,000 square feet
White lead manufacture			1 space per 1,000 square feet
Wood container manufacture		C	1 space per 1,000 square feet
Wood distillation (manufacture of tar, charcoal, turpentine and similar			1 space per 1,000 square feet
Wood preserving manufacture and treatment			1 space per 1,000 square feet
Wood products manufacture		C	1 space per 1,000 square feet

); Ord. No. 2012-18, § 2, 7-2-2012; Ord. No. 2013-23, § 2, 2-2-2013; Ord. No. 2013-19, § 2, 11-4-2013)

**Exhibit "E"**  
**Rezoning Application**



RECEIVED (KC)  
06/23/2022

Revised: 4/13/2020  
P&Z #22-213

**APPLICATION FOR RE-ZONING**  
Community Development Department  
Planning Division

**APPLICATION SUBMITTAL:** 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.

**Applicant**

Name: YUNA HOLDINGS, LLC DBA TOMBALL PAWN Title: GENERAL MANAGER  
Mailing Address: 14011 FM 2920 RD City: TOMBALL State: TX  
Zip: 77377 Contact: JEFF YUNA  
Phone: (281) 351-2662 Email: JEFFYUNA@GMAIL.COM

**Owner**

Name: YUNA HOLDINGS, LLC Title: GENERAL MANAGER  
Mailing Address: 14011 FM 2920 RD City: TOMBALL State: TX  
Zip: 77377 Contact: JEFF YUNA  
Phone: (281) 351-2662 Email: JEFFYUNA@GMAIL.COM

**Engineer/Surveyor (if applicable)**

Name: N/A Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: ( ) Fax: ( ) Email: \_\_\_\_\_

**Description of Proposed Project:** RELOCATION OF TOMBALL PAWN & ADDITION OF INDOOR SHOOTING RANGE

**Physical Location of Property:** SW CORNER OF 249 & MEDICAL COMPLEX

[General Location – approximate distance to nearest existing street corner]

**Legal Description of Property:** 1.448 ACRES (63,077 SQUARE FEET) LOT 1, BLOCK 1, JTS SUBDIVISION JM HOOPER SUREY, A-375, HARRIS COUNTY, TEXAS  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

**Current Zoning District:** RETAIL

**Current Use of Property:** VACANT

**Proposed Zoning District:** COMMERCIAL

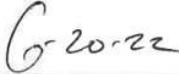
**Proposed Use of Property:** PAWN SHOP & INDOOR SHOOTING RANGE

**HCAD Identification Number:** 1368830010001 **Acreage:** 1.448

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

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.

<input checked="" type="checkbox"/>		
	Signature of Applicant	Date
<input checked="" type="checkbox"/>		
	Signature of Owner	Date

## Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

**Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.**

- Completed application form
- \*Copy of Recorded/Final Plat
- Check for \$400.00 + \$10.00 per acre (Non-Refundable)
- Letter stating reason for request and issues relating to request
- Conceptual Site Plan (if applicable)
- Metes & Bounds of property
- Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc., have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

**The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.**

**\*Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

June 9, 2022

City of Tomball  
501 James St  
Tomball, Texas 77375

**RE: APPLICATION FOR REZONING**

To Whom It May Concern:

Tomball Pawn has done business at its current location since 1983. Yuna Holdings, LLC is the owner of the subject property of this application and the owner of Tomball Pawn. We are wanting to relocate our store to the property and add an indoor gun range.

The property is currently zoned retail. Per City Ordinance Pawn Shops must be in commercial zones. Likewise, though gun ranges are not explicitly mentioned in the zone ordinances, other "entertainment" venues require commercial zoning.

Additionally, the City has already granted a variance to the Residence Inn by Marriott. This property is adjacent to the subject property and shares the west boarder of the same.

We respectfully request review and approval of the attached Application for Re-zoning. In doing so Tomball Pawn will be able to grow thus adding additional sales tax revenues to the City.

Thank you for your time and consideration in this matter.

Sincerely,



Jeffrey M. Yuna  
General Manager



Yuna Holdings, LLC companies  
14011 FM 2920 Rd  
Tomball, TX 77377  
Cell: 713.726.6000



TAX CERTIFICATE



MIKE WELLYAN  
HARRIS COUNTY TAX ASSESSOR-COLLECTOR  
101 TRENTON AVE, SUITE 140  
HOUSTON, TEXAS 77064

Issued To:  
JTS DEVELOPMENT LTD  
MERCURY AIR GROUP  
288 WORLD HOUSTON PKWY STE B  
HOUSTON, TX 77032-2475

Legal Description:  
TRB 1B & 9F-1  
ABST 375 J M HOOPER

Parcel Address: 9 MEDICAL COMPLEX DR  
Legal Acres: 6.480

Account Number: 043-641-000-0205  
Certificate No: 1301071  
Certificate Fee: \$20.00

Paid Date: 06/24/2015  
Filed Date: 06/24/2015  
Operator ID: 07A30852

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 54B OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED UP TO AND INCLUDING THE YEAR SHOWN. ALL TAXES ARE PAID IN FULL.

Exemptions:

Certified Owner:

2014 Value: 705,193  
2014 Levy: 28,260.78  
2014 Levy Release: \$0.00  
Prior Year Levy Balance: \$0.00  
Total Levy Due: \$0.00  
P&H + Amenity Fee: \$0.00  
Total Amount Due: \$0.00

JTS DEVELOPMENT LTD  
MERCURY AIR GROUP  
288 WORLD HOUSTON PKWY STE B  
HOUSTON, TX 77032-2475

Certified Tax Limits:

- 01 State Constitution
- 02 Harris County Precinct Clerk
- 03 Port of Houston Authority
- 04 Harris County Theatrical District
- 05 Harris County Dept. of Education
- 06 Lone Star College System
- 07 City of Houston
- 08 Emergency Services Dist. #9 (D.M.E.)

OFFICE OF  
STAN STARABE  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
MAP RECORDS OF COUNTY CLERK  
FILM CODE 675231

JTS SUBDIVISION FINAL PLAT  
THIS IS PAGE 2 OF 2 PAGES  
SCANNER Control IC4400

Reference (C) No. 043-641-000-0205

Issued By:  
MIKE WELLYAN  
HARRIS COUNTY TAX ASSESSOR-COLLECTOR

Adjutant\_for\_pendhouseof v.1.18

TAX CERTIFICATE FOR ACCOUNT: 043641000205

AD NUMBER: 043641000205  
OF NUMBER:  
CERTIFICATE ID: 1301071  
COLLECTING AGENCY:  
Brian Ludwig  
PO Box 275  
Tomball, TX 77377-0275

DATE: 6/1/2015  
FEE: \$10.00  
PROPERTY DESCRIPTION:  
TRB 1B & 9F-1  
ABST 375 J M HOOPER

PAGE 1 OF 1

ACQUAINTED BY:  
CAC SURVEYING, INC  
7424 FM 1489 STE A  
MAGNOLIA, TX 77354

PROPERTY OWNER:  
JTS DEVELOPMENT LTD  
MERCURY AIR GROUP  
288 WORLD HOUSTON PKWY STE B  
HOUSTON, TX 77032-2475

THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE TOMBALL I.S.D. TAX ASSESSOR-COLLECTOR REFLECT THE TAX, INTEREST, AND OTHER STATUTORY FEES THAT HAVE BEEN ASSESSED AND ARE NOW DUE TO THE TAXING ENTITIES AND FOR THE YEARS SET OUT BELOW FOR THE DESCRIBED PROPERTY HEREIN. THE TAX ASSESSOR-COLLECTOR MAKES NO CERTIFICATION AS TO THE AMOUNT OF TAX, PENALTY, INTEREST, OR OTHER FEES ASSESSED BY OR DUE ANY TAXING ENTITY FOR THE YEAR OR YEARS FOR WHICH THE TAX ASSESSOR-COLLECTOR DID NOT HAVE THE STATUTORY DUTY TO COLLECT OR KEEP RECORDS OF SUCH COLLECTION. ADDITIONAL TAXES MAY BECOME DUE ON THE DESCRIBED PROPERTY, WHICH ARE NOT REFLECTED HEREIN, IF THE SAID DESCRIBED PROPERTY HAS OR IS RECEIVING ANY SPECIAL STATUTORY VALUATIONS THAT MAY TRIGGER TAX ROLLBACK PROVISIONS. THIS CERTIFICATE APPLIES TO AD VALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVELS.

CURRENT VALUES

LAND MCT VALUE	705,193	IMPROVEMENT	0
AG LAND VALUE	0	DEF. FOLIAGE/AD:	0
APPRAISED VALUE	705,193	LIMITED VALUE:	0
EXEMPTIONS:			
EXEMPTIONS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2014	TOMBALL I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
2014 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE #2015: \$ 0.00  
ISSUED TO: C&C SURVEYING, INC  
ACCOUNT NUMBER: 043641000205

CERTIFIED BY:   
TOMBALL I.S.D.

This is a statement from the Tax Collector of Tomball I.S.D., indicating that the taxes to be imposed by Tomball Independent School District for the 2015 tax year have not been calculated as of the above date.

**METES AND BOUNDS DESCRIPTION**  
**1.4480 ACRES (63,077 SQUARE FEET)**  
**LOT 1, BLOCK 1, JTS SUBDIVISION**  
**J. M. HOOPER SURVEY, A-375**  
**HARRIS COUNTY, TEXAS**

All of that certain tract of land being 1.4480 acres (323,001 square feet) being Lot 1, Block 1 of the JTS Subdivision as recorded in Film Code No. 675230, Harris County Map Records (H.C.M.R) Harris County, Texas, said 1.4480 acre tract being more particularly described by metes and bounds as follows: (bearings are based the Texas State Plane Coordinate System South Central Zone No. 4204)

**BEGINNING** at a found 5/8 inch iron rod with cap lying on the South right-of-way line of Medical Complex Drive (80 feet wide) and being the Northeast corner of Lot 2, Block 1 of said JTS Subdivision, same being the Northwest corner of said Lot 1, Block 1 of JTS Subdivision and a Northwesterly corner of the herein described tract;

**THENCE** North 87°12'54" East, along said South R.O.W. line, in common with the North line of said Lot 1 and a Northerly line of the herein described tract a distance of 207.29 feet to a found 1/2 inch iron rod being the Northwesterly cut-back corner of said South R.O.W. line and the Westerly R.O.W. line of State Highway 249 (350 feet wide) and being a Northeasterly corner of said Lot 1 and of the herein described tract;

**THENCE** South 58°28'55" East, along said R.O.W. cut-back line, in common with the Northeasterly line of said Lot 1 and of the herein described tract a distance of 31.80 feet to a found 1/2 inch iron rod being a Westerly R.O.W. corner of said 249, a Northeasterly corner of said Lot 1 and of the herein described tract and the beginning of a non-tangent curve to the left;

**THENCE** along said 249 R.O.W., in common with a Northeasterly line of said Lot 1 and of the herein described tract and along said curve to the left having a radius of 3,289.04 feet, an arc length of 121.24 feet, a chord bearing of South 25°19'17" East and a chord distance of 121.24 feet to a found 1/2 inch iron rod being an Easterly corner of said Lot 1 and of the herein described tract and marking the beginning of a reverse curve to the right;

**THENCE** continuing along said 249 R.O.W., in common with a Easterly line of said Lot 1 and of the herein described tract and along said curve to the right having a radius of 3,449.04 feet, an arc length of 74.96 feet, a chord bearing of South 26°22'22" East and a chord distance of 74.96 feet to a found 1/2 inch iron rod being an Easterly corner of said Lot 1 and of the herein described tract;

**THENCE** South 26°20'01" East, continuing along said R.O.W. line, in common with an Easterly line of said Lot 1 and of the herein described tract a distance of 33.74 feet to a found 1/2 inch iron rod being an Easterly corner of said Lot 1 and of the herein described tract;

**THENCE** South 15°31'47" West, continuing along said R.O.W. line, in common with an Easterly line of said Lot 1 and of the herein described tract a distance of 1.24 feet to a found 1/2 inch iron rod being an Southeast corner of said Lot 1, the Northeast corner of Lot 1, Block 2 of Replat of McCoy's Building Supply-Tomball as recorded in F.C. No. 662041, H.C.M.R., same being an Easterly corner of the herein described tract;

**THENCE** South 87°14'45" West, leaving said said R.O.W. line and along the North line of said McCoy's, in common with the South line of said Lot 1 and of the herein described tract a distance of 323.77 feet to a found 1/2 inch iron rod with cap being the Southeast corner of Lot 2 of said JTS and the Southwest corner of said Lot 1 and of the herein described tract;

**THENCE** North 02°47'06" West, leaving the North line of said Replat and along the East line of said Lot 2, in common with the West line of said Lot 1 and the Westerly line of the herein described tract a distance of 230.56 feet to the **POINT OF BEGINNING** and containing 1.4480 acres (63,077 square feet) of land.

This description is based on the Land Title Survey made by Chris J. Broussard, RPLS 6107 on July 23, 2021.

Chris J. Broussard R.P.L.S. #6107 Broussard Land Surveying, LLC  
17527 Hawkin Lane Tomball TX 77377 Job Number: BLS-0079

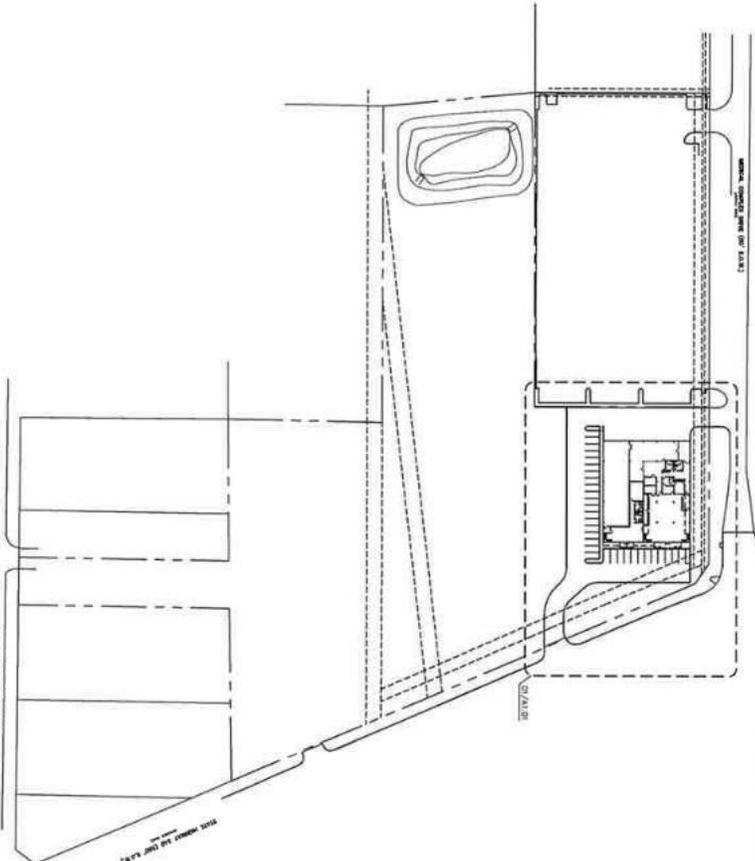


*Chris J. Broussard*  
7-23-21

# SCHEMATIC PRICING SET

## TOMBALL PAWN & JEWELRY & FREEDOM SHOOTING RANGE

### INTERSECTION OF MEDICAL COMPLEX DRIVE & INTERSTATE HIGHWAY 249 TOMBALL, TEXAS 77375



#### APPLICABLE CODES

**INTERNATIONAL RESIDENTIAL CODE BOOK**  
**INTERNATIONAL CODE** 2012 NATIONAL CONSTRUCTION CODE  
**INTERNATIONAL CODE** 2012 NATIONAL ELECTRICAL CODE  
**INTERNATIONAL CODE** 2012 NATIONAL MECHANICAL CODE  
**INTERNATIONAL CODE** 2012 NATIONAL PLUMBING AND PIPEFITTING CODE  
**INTERNATIONAL CODE** 2012 NATIONAL FIRE ALARM AND SIGNALING CODE  
**INTERNATIONAL CODE** 2012 NATIONAL SAFETY CODE  
**INTERNATIONAL CODE** 2012 NATIONAL SOLENOID VALVE CODE  
**INTERNATIONAL CODE** 2012 NATIONAL TANK CODE  
**INTERNATIONAL CODE** 2012 NATIONAL WOOD PRESERVATION CODE  
**INTERNATIONAL CODE** 2012 NATIONAL ZONING CODE

#### SCOPE OF WORK

PREPARED FOR THE ARCHITECT, 151 WALL BUILDING,  
 700 RICHMOND ST. SUITE 200, HOUSTON, TEXAS 77002  
 ARCHITECT'S PROJECT NO. 2021-0001  
 ARCHITECT'S DRAWING NO. 04-15-2022

#### CODE ANALYSIS

CONSTRUCTION TYPE: 1B  
 OCCUPANT LOAD: 250 PERSONS

#### DRAWING INDEX

A1.00 COVER SHEET, SITE PLAN, CODE ANALYSIS  
 B1.00 GENERAL NOTES  
 C1.00 SITE PLAN  
 D1.00 SITE PLAN  
 E1.00 SITE PLAN  
 F1.00 SITE PLAN  
 G1.00 SITE PLAN  
 H1.00 SITE PLAN  
 I1.00 SITE PLAN  
 J1.00 SITE PLAN  
 K1.00 SITE PLAN  
 L1.00 SITE PLAN  
 M1.00 SITE PLAN  
 N1.00 SITE PLAN  
 O1.00 SITE PLAN  
 P1.00 SITE PLAN  
 Q1.00 SITE PLAN  
 R1.00 SITE PLAN  
 S1.00 SITE PLAN  
 T1.00 SITE PLAN  
 U1.00 SITE PLAN  
 V1.00 SITE PLAN  
 W1.00 SITE PLAN  
 X1.00 SITE PLAN  
 Y1.00 SITE PLAN  
 Z1.00 SITE PLAN

#### VICINITY MAP

ACS-00211201  
 TOMBALL, TX 77377

#### PROJECT TEAM

CLIENT: J.M. YUNA HOLDINGS, LLC  
 DESIGNER: J.M. YUNA HOLDINGS, LLC  
 ARCHITECT: ACS ARCHITECTURE  
 CIVIL ENGINEERING: T.A.B.  
 ELECTRICAL ENGINEERING: TROTT ENGINEERING  
 MECHANICAL ENGINEERING: TROTT ENGINEERING  
 PLUMBING ENGINEERING: TROTT ENGINEERING  
 STRUCTURAL ENGINEERING: TROTT ENGINEERING

**ACS architecture | asbults**  
 residential | commercial  
 151 WALL BUILDING  
 SUITE 200  
 HOUSTON, TEXAS 77002  
 PH: 281.787.4000  
 WWW.ACSARCHITECTURE.COM

**J.M. YUNA**  
 HOLDINGS, LLC  
 TOMBALL PAWN & JEWELRY  
 TOMBALL GUN RANGE  
 ACS-00211201  
 TOMBALL, TX 77377

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**A1.00**  
 COVER SHEET  
 PROPOSED SITE PLAN  
 GENERAL INFORMATION  
 DRAWING INDEX  
 SCHEMATIC DESIGN: 04-15-2022





HARRIS COUNTY APPRAISAL DISTRICT  
 REAL PROPERTY ACCOUNT INFORMATION  
 1368830010001

Tax Year: 2021



Owner and Property Information										
Owner Name & Mailing Address:					Legal Description:					
<b>JTS DEVELOPMENT LTD                  C/O JEFF STALLONES                  12323 PINEY BEND DR                  TOMBALL TX 77375-7853</b>					<b>LT 1 BLK1                  JTS                  0 MEDICAL COMPLEX DR                  TOMBALL TX 77377</b>					
Property Address:										
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map <sup>1/2</sup>
C2 -- Real, Vacant Commercial	8003 -- Land Neighborhood Section 3		0	63,075 SF	0	0	9925.02	400 -- ISD 26 - Tomball ISD	4770A	288K

Value Status Information		
Value Status	Notice Date	Shared CAD
Noticed	04/02/2021	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2020 Rate	2021 Rate
<b>None</b>	026	TOMBALL ISD		Name Change: 09/10/2021	1.290000	1.250000
	040	HARRIS COUNTY		Name Change: 09/10/2021	0.391160	
	041	HARRIS CO FLOOD CNTRL		Name Change: 09/10/2021	0.031420	
	042	PORT OF HOUSTON AUTHY		Name Change: 09/10/2021	0.009910	
	043	HARRIS CO HOSP DIST		Name Change: 09/10/2021	0.166710	
	044	HARRIS CO EDUC DEPT		Name Change: 09/10/2021	0.004993	
	045	LONE STAR COLLEGE SYS		Name Change: 09/10/2021	0.107800	0.107800
	083	CITY OF TOMBALL		Name Change: 09/10/2021	0.337862	0.333339
679	HC EMERG SERV DIST 8		Name Change: 09/10/2021	0.097000	0.094245	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway.**

Valuations					
Value as of January 1, 2020			Value as of January 1, 2021		
	Market	Appraised		Market	Appraised
Land	504,600		Land	756,900	
Improvement	0		Improvement	0	
<b>Total</b>	<b>504,600</b>	<b>504,600</b>	<b>Total</b>	<b>756,900</b>	<b>756,900</b>

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8003 -- Land Neighborhood Section 3	4300	SF	63,075	1.00	1.00	1.20	--	1.20	10.00	12.00	756,900.00

**Building**  
 Vacant (No Building Data)

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Consideration to Approve Zoning Case P22-309: Request from Tomball Economic Development Corporation and Tortuga Operating Company to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 17.08 acres of land legally described as being all of Lots 1, 2, 3, and 4 of Tomball Business and Technology Park, Section 2 from Single Family Residential – 20 (SF-20) to Light Industrial (LI). The properties are located within the 1900 block of S. Persimmon Street (East and West side), within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case P22-309**

Adopt, on First Reading, Ordinance No. 2022-38, an ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the Zoning District Classification of approximately 17.08 acres of land legally described as being all of lots 1,2,3, and 4 of Tomball Business and Technology Park from Single Family Residential -20 (SF-20) to Light Industrial (LI). The property is located within the 1900 block of S. Persimmon Street (east and west sides), providing for severability; 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:**

City Staff recommends approval. Planning & Zoning Commission recommends DENIAL (2 Vote Aye, 2 Votes Nay)

**Origination:** Tomball Economic Development Corporation and Tortuga Operating Company

**Recommendation:**

Approval

**Party(ies) responsible for placing this item on agenda:** Nathan Dietrich, Community Development 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 \_\_\_\_\_



**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
OCTOBER 10, 2022  
&  
CITY COUNCIL  
OCTOBER 17, 2022**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 10, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, October 17, 2022 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 P22-309:** Request from Tomball Economic Development Corporation and Tortuga Operating Company to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 17.08 acres of land legally described as being all of Lots 1, 2, 3, and 4 of Tomball Business and Technology Park, Section 2 from Single Family Residential – 20 (SF-20) to Light Industrial (LI). The properties are located within the 1900 block of S. Persimmon Street (East and West side), within the City of Tomball, Harris County, Texas.

**Case P22-310:** Request by 28121 Calvert, LLC, represented by Louis Smith to amend the City of Tomball’s Comprehensive Plan to update the Major Thoroughfare Plan Map. Removing the proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, within Harris County, Texas.

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 Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

**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 **7<sup>th</sup>** day of **October 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*

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Jared Smith  
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) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov).

ORDINANCE NO. 2022-38

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 17.08 ACRES OF LAND LEGALLY DESCRIBED AS BEING LOTS 1, 2, 3, AND 4 OF TOMBALL BUSINESS & TECHNOLOGY PARK FROM THE SINGLE FAMILY RESIDENTIAL - 20 (SF-20) DISTRICT TO THE LIHT INDUSTRIAL (LI) DISTRICT, BEING LOCATED WITHIN THE 1900 BLOCK OF S. PERSIMMON STREET (EAST AND WEST SIDE), PROVIDING FOR SEVERABILITY; 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, Tomball Economic Development Corporation and Tortuga Operating Company has requested that approximately 17.08 acres of land legally described as being Lots 1, 2, 3, and 4 of Tomball Business and Technology Park, Section 2, located in the 1900 block of S. Persimmon Street, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; 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 two 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 Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning of the Light Industrial 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 for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

**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 zoning classification of the Property is hereby changed from the Single Family Residential - 20 District to the Light Industrial 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 Light Industrial District, 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 to the

Commercial District as described above.

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

**Section 6.** Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in 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 17<sup>th</sup> DAY OF OCTOBER 2022.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
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 7<sup>th</sup> DAY OF NOVEMBER 2022.

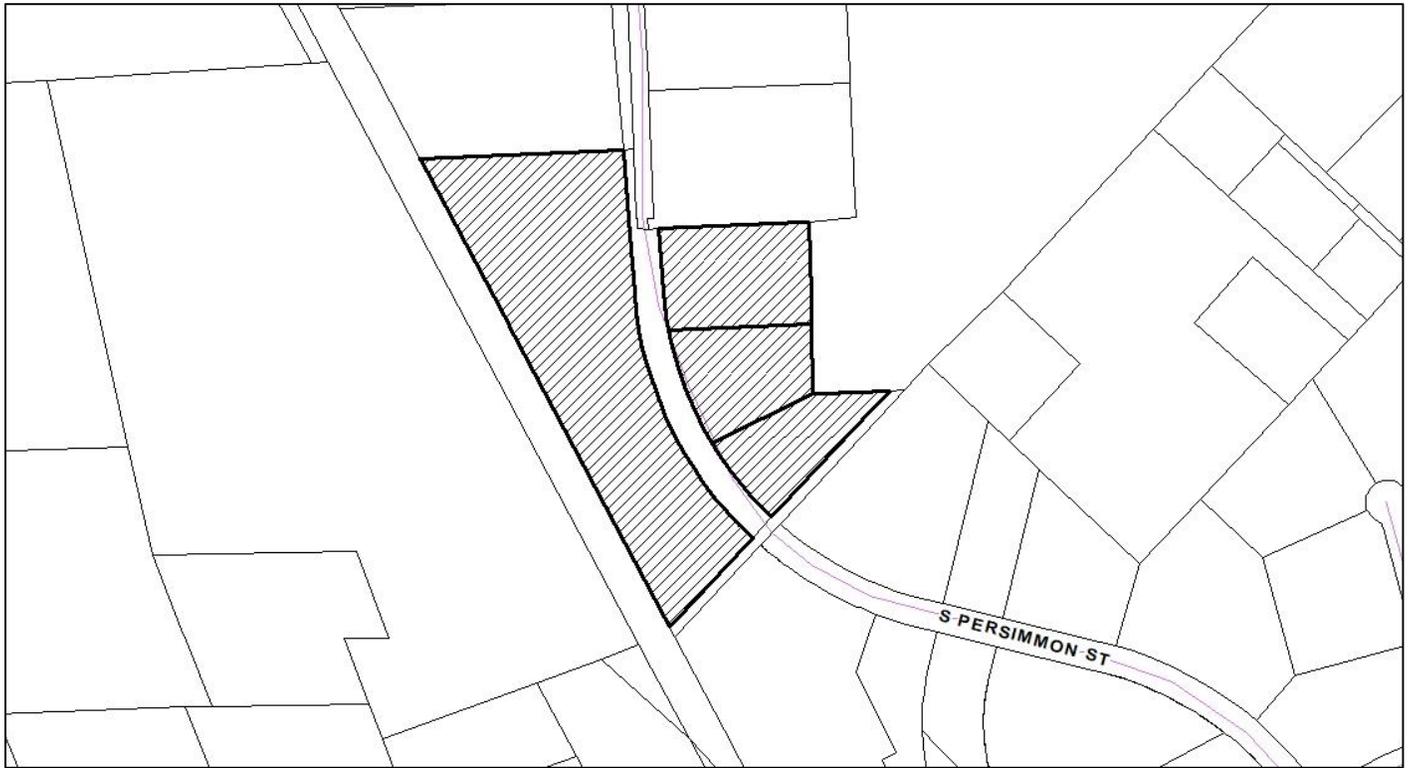
COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
Lori Klein Quinn, Mayor

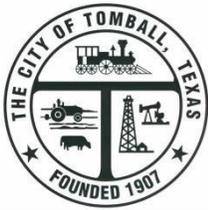
ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

Exhibit "A"



Location: Lots 1, 2, 3, and 4 of Tomball Business and Technology Park, Section 2



# Notice of Public Hearing

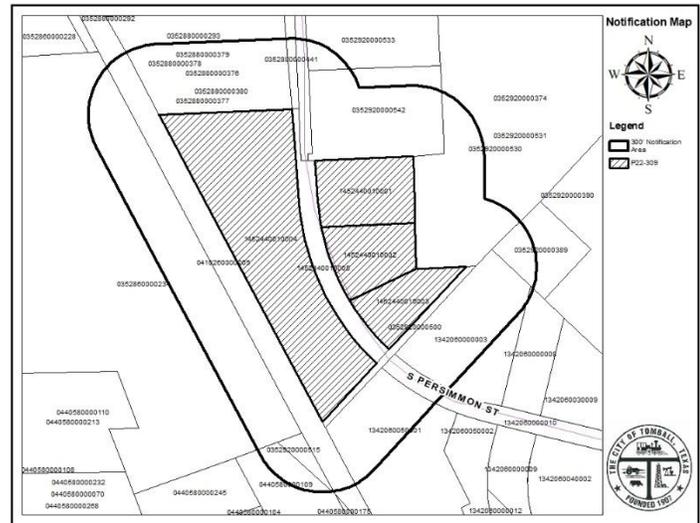
**YOU ARE INVITED TO ATTEND** the Public Hearing before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

**CASE NUMBER:** P22-309

**APPLICANT/OWNER:** Tomball Economic Development Corporation & Tortuga Operating Company

**LOCATION:** The properties are located within the 1900 block of S. Persimmon Street (East and West side), within the City of Tomball, Harris County, Texas.

**PROPOSAL:** A Rezoning to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 17.08 acres of land legally described as being all of Lots 1, 2, 3, and 4 of Tomball Business and Technology Park, Section 2 from Single Family Residential – 20 (SF-20) to Light Industrial (LI).



**CONTACT:** Jared Smith, City Planner  
**PHONE:** (281) 290-1491  
**E-MAIL:** [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department office, located at 501 James Street, Tomball, TX 77375. The staff report will be available no later than 4:00 p.m. on the Friday preceding the meeting.

**This notice is being mailed to all owners of real property within 300 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.**

**Planning & Zoning Commission  
Public Hearing:  
Monday, October 10, 2022 @ 6:00 PM**

**City Council Public Hearing:  
\*Monday, October 17, 2022 @ 6:00 PM**

**The Public Hearings will be held in the  
City Council Chambers, City Hall  
401 Market Street, Tomball, Texas**

\*Should the Planning & Zoning Commission vote to table the recommendation on the case, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a recommendation is forwarded to the City Council by the Planning & Zoning Commission.



**Rezoning  
Staff Report**

Planning & Zoning Commission Public Hearing Date: October 10, 2022  
City Council Public Hearing Date: October 17, 2022

**Rezoning Case:** P22-309  
**Property Owner(s):** Tomball Economic Development Corporation & Tortuga Operating Company  
**Applicant(s):** Tomball Economic Development Corporation  
**Legal Description:** Lots 1, 2, 3, and 4 in Tomball Business & Technology Park, Sec. 2  
**Location:** 1900 block of S. Persimmon St. (east & west side) (Exhibit “A”)  
**Area:** 17.08 acres  
**Comp Plan Designation:** Business Park and Industrial (Exhibit “B”)  
**Present Zoning and Use:** Single Family Residential – 20 (SF-20) (Exhibit “C”) / Vacant (Exhibit “D”)  
**Request:** Rezone to the Light Industrial (LI) District  
**Adjacent Zoning & Land Uses:**  
**North:** Single Family Residential - 20 / Vacant  
**South:** Light Industrial / Warehousing  
**West:** Single Family Residential - 20 / Vacant  
**East:** Single Family Residential – 20 / Vacant

**BACKGROUND**

The subject properties have been within the city limits since 1909. The properties have remained vacant since that time. The properties has been located within the Single Family Residential – 20 zoning district since 2008 when the City of Tomball adopted zoning. According to information provided by the applicant, the zone change request is to allow for additional expansion of the Tomball Business & Technology Park immediately south of the subject properties.

**ANALYSIS**

The subject properties comprise approximately 17.08 acres, located along S. Persimmon Street midway between Medical Complex Drive and Holderrieth Road. Properties north, east, and west of the subject site are within Single Family Residential – 20 zoning districts and are presently vacant. The properties south of the subject properties are within Light Industrial zoning and are currently utilized warehousing/distribution purposes.

**Comprehensive Plan Recommendation:**

The Future Land Use Map within the Comprehensive Plan designates the subject property as “Business Park and Industrial.” According to the Comprehensive Plan, this Business Park and Industrial land use category is intended to create opportunities for employment, and should be located near or along adequate thoroughfares that provide convenient access for vehicular traffic including freight.

The Comprehensive Plan identifies office, warehousing, light manufacturing (with indoor operations), breweries/distilleries, equipment sales, contractor services, and corporate campuses to be appropriate land uses within the Business Park and Industrial land use.

According to the Comprehensive Plan, Light Industrial, Commercial, Office, and Planned Developments are considered appropriate zoning districts within the Business Park and Industrial land use category.

In making decisions regarding the neighborhood commercial land use category the following items should be considered: “New development should include landscape buffers between any property that is zoned to a non-business park & industrial district. Outdoor storage should be designed in a manner that screens materials and equipment from public rights-of-way. New business park & industrial development should be designed in a manner which orients loading docks and bays away from the front property line or public rights-of-way.”

**Staff Review Comments:**

The request to rezone the subject property to Light Industrial is in accordance with the Business Park and Industrial land use identified on the Future Land Use Map. This zone change request will achieve the Comprehensive Plans goal of working with the Tomball Economic Development Corporation (TEDC) to support local businesses and increase employment opportunities. The Comprehensive Plan states that maintaining and encouraging the expansion of existing businesses is an essential component of economic development, and as such, should continue to be supported on an ongoing bases. The approval of this zone change request will promote the Comprehensive Plans goal of economic development, specifically by encouraging the continued growth of the Tomball Business and Technology Park. Lastly, according to the City of Tomball Code of Ordinance, Light Industrial zoning requires accessibility to major thoroughfares. The subject properties are located along a S. Persimmon Street (a minor arterial) with convenient access to two regionally serving major arterial streets (Medical Complex Drive and Holderrieth Road). Roadways such as these are designed to provide ample access to high volumes of traffic to include freight traffic.

**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 September 27, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

**STAFF RECOMMENDATION:**

Based on the findings outlined in the analysis section of this staff report, the City staff recommends approval of Zoning Case P22-309.

**P&Z RECOMMENDATION:**

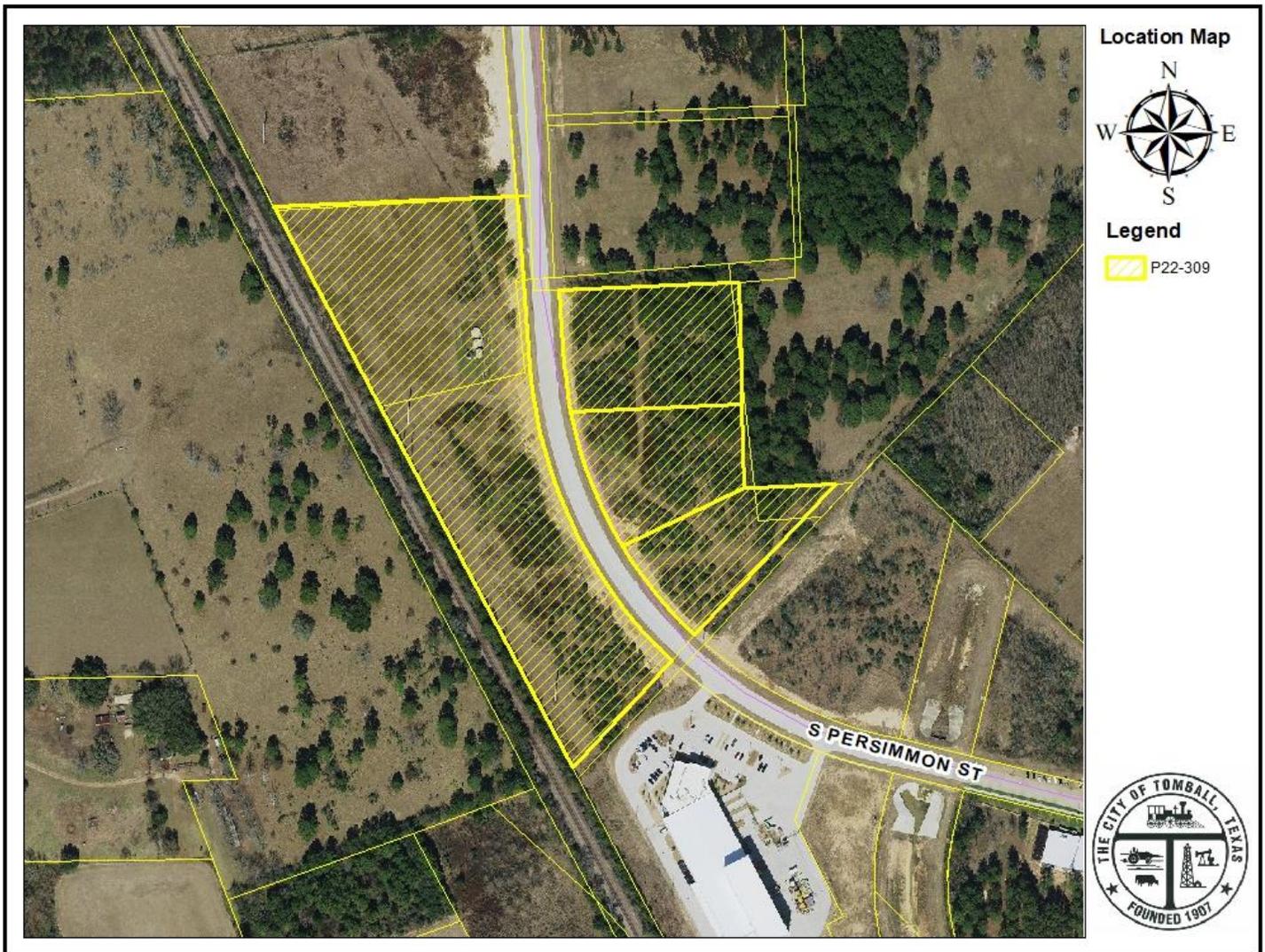
Denial (2 Vote Aye, 2 Vote Nay)

- Discussion Items:
  - Concerns about residential land use north of the subject site(s) on the east side of S. Persimmon St.

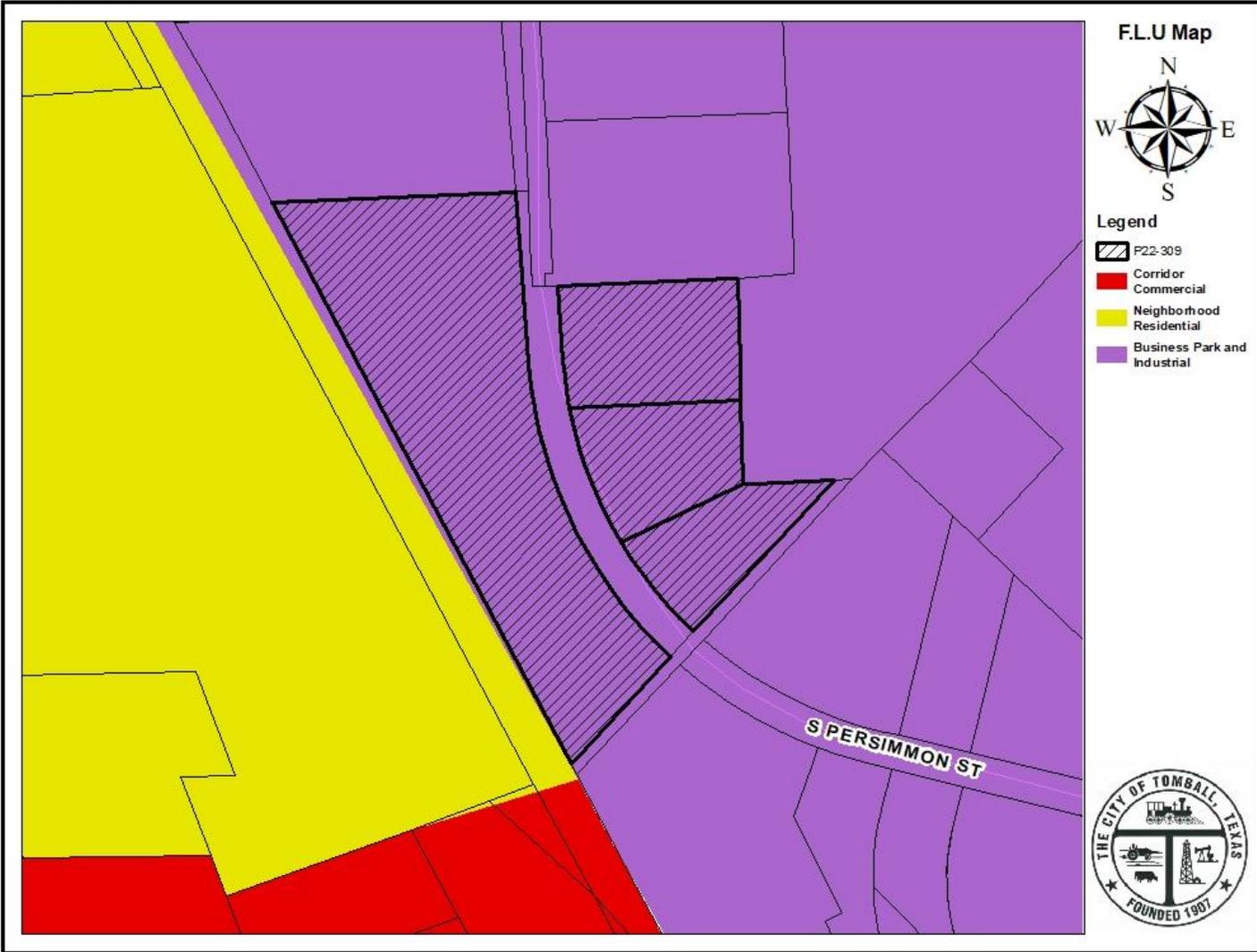
**EXHIBITS**

- A. Aerial Location Map
- B. Future Land Use Plan Map
- C. Zoning Map
- D. Site Photo(s)
- E. Light Industrial Permitted Use Chart
- F. Rezoning Application

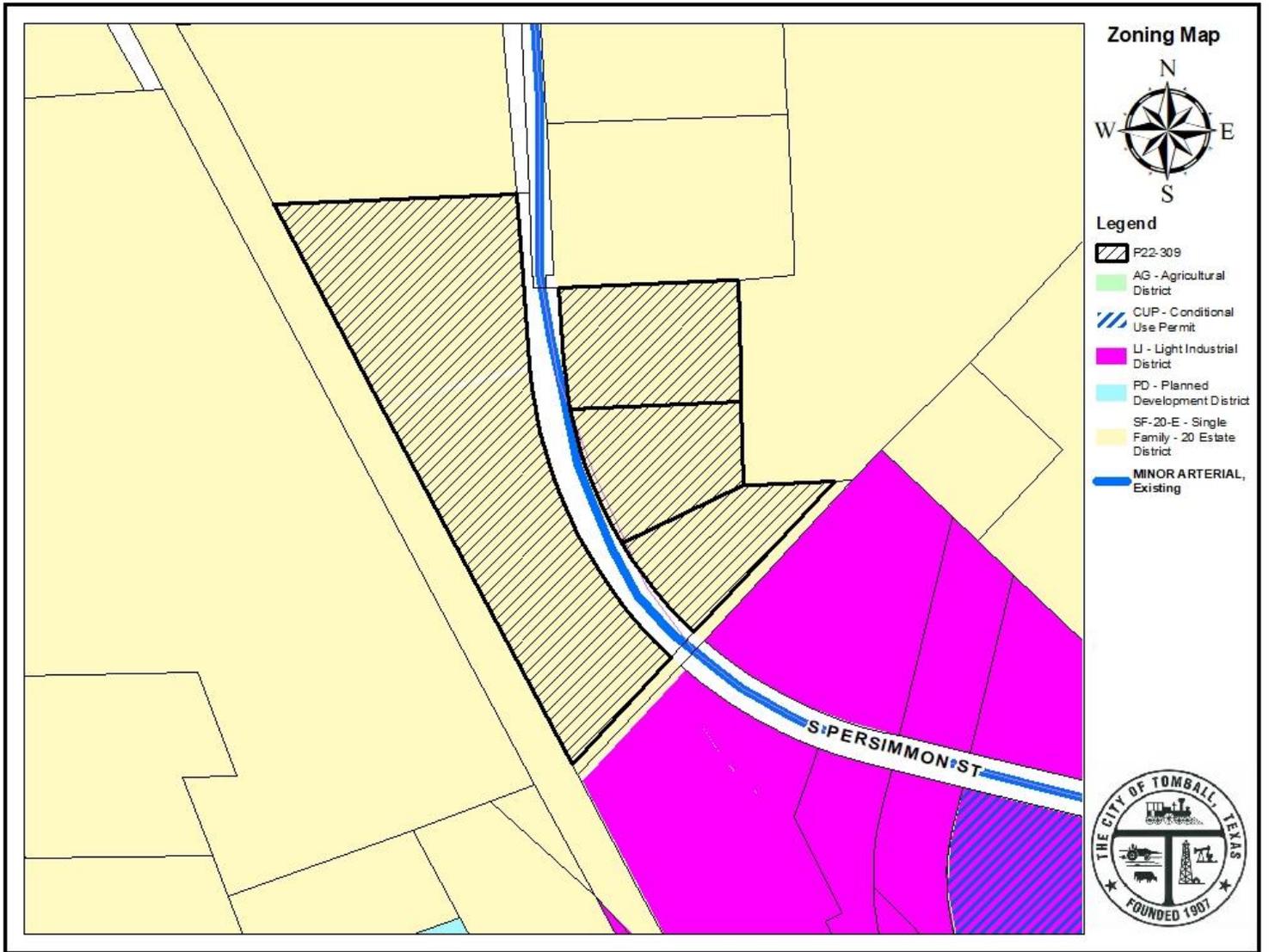
**Exhibit "A"  
Aerial Map**



**Exhibit "B"**  
**Future Land Use Map**



# Exhibit "C" Zoning Map



**Exhibit "D"**  
**Site Photo**





**Exhibit “E”  
Light Industrial Permitted Use Chart**

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
<b>Agriculture</b>		
Bulk Grain and/or feed storage	CUP Required (Learn More)	1 space per 1,000 square feet
Farm (ranch, garden, crops, livestock, or orchard) ‡	Permitted	None
Feed and grain store/farm supply store ‡	Permitted	1 space per 500 square feet
Flour and other grain mills	Permitted	1 space per 1,000 square feet
Stable, commercial	CUP Required (Learn More)	1 space per 1,000 square feet
<b>Residential</b>		
Accessory building/structure (business or industry) ‡	Permitted	None
Caretaker's, guard's residence ‡	Permitted	1 space per caretaker/guard
Home occupation ‡	Permitted	None
<b>Office</b>		
Clinic, emergency care	Permitted	1 space per 150 square feet
Clinic, medical and/or dental	Permitted	1 space per 300 square feet
Credit agency	Permitted	1 space per 300 square feet
Bank, savings and loan, or credit union (no motor bank services)	Permitted	1 space per 300 square feet
Bank, savings and loan, or credit union (with motor bank services)	Permitted	1 space per 300 square feet
Office, professional and general business ‡	Permitted	1 space per 300 square feet
Office, parole-probation	Permitted	1 space per 300 square feet
Office showroom/warehouse ‡	Permitted	1 space per 300 square feet
Security monitoring company (no outside storage)	Permitted	1 space per 300 square feet
Telemarketing agency	Permitted	1 space per 250 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Telephone exchange/switching station ‡	Permitted	1 space per 500 square feet
Temporary real estate field office	Permitted	4 spaces
Model home (including sales office)	CUP Required (Learn More)	2 spaces per model
<b>Personal and Business</b>		
Ambulance service	Permitted	1 space per 500 square feet
Automobile driving school (including defensive driving)	Permitted	1 space per classroom seat
Barber/beauty shop (no related school/college)	Permitted	1 space per 200 square feet
Dance/drama/music schools (performing arts, martial arts)	Permitted	1 space per 100 square feet
Fortunetelling and similar activities ‡	CUP Required (Learn More)	1 space per 300 square feet
Funeral home ‡	Permitted	See Section 50-112
Health club (indoor)	Permitted	1 space per 300 square feet
Health club (outdoor)	Permitted	1 space per 300 square feet
Laundromat/washateria/self-service ‡	Permitted	1 space per 200 square feet
Laundry/dry cleaning (retail only, drop off/pick up) ‡	Permitted	1 space per 200 square feet
Mailing service (private)	Permitted	1 space per 200 square feet
Pharmacy (retail only)	Permitted	1 space per 200 square feet
Reception venue	Permitted	1 space: 4 seats
Rehabilitation care facility (halfway house) ‡	Permitted	Greater of 1 per three beds or 1.5 spaces per dwelling
Rehabilitation care institution (business) ‡	Permitted	Greater of 1 per three beds or 1.5 spaces per dwelling
Seamstress, dressmaker or tailor (retail only)	Permitted	1 space per 200 square feet
Sexually oriented business	CUP Required (Learn More)	

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Wedding chapel	Permitted	1 space per four seats
<b>Retail</b>		
Antique shop (no outside sales or storage) ‡	Permitted	1 space per 500 square feet
Antique shop (with outside storage)	Permitted	1 space per 500 square feet
Apparel shop	Permitted	1 space per 200 square feet
Art gallery/museum/dealer ‡	Permitted	1 space per 500 square feet
Artist or photography studio	Permitted	1 space per 500 square feet
Bakery, retail (eating establishment, no drive-through) ‡	Permitted	1 space per 200 square feet
Bakery, retail (with drive-through)	Permitted	1 space per 200 square feet
Bakery (wholesale) ‡	Permitted	1 space per 500 square feet
Bird and pet shops (retail only)	Permitted	1 space per 200 square feet
Book/stationery shop (retail only) ‡	Permitted	1 space per 200 square feet
Brewpub	Permitted	1 space per 1,000 square feet for the brewing of beer, ale, etc. plus 1 space per 100 square feet for associated eating or drinking establishments.
Building material sales/lumber yard ‡	Permitted	1 space per 1,000 square feet
Carpenter shop	Permitted	1 space per 500 square feet
Catering service	Permitted	1 space per 500 square feet
Consignment shop	Permitted	1 space per 300 square feet
Convenience store (with or without gasoline sales) ‡	Permitted	See Section 50-112
Copy shop ‡	Permitted	1 space per 200 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Drinking establishment	Permitted	
Drug store (retail only)	Permitted	1 space per 200 square feet
Eating establishment (with drive-in service) ‡	Permitted	Whichever is greater: 1 per 100 square feet; 1 per 3 seats based on max seating capacity or; 1 per 12 spaces
Eating establishment (with no drive-through service) ‡	Permitted	
Eating establishment (with drive-through service) ‡	Permitted	
Electronic goods (retail only)	Permitted	1 space per 200 square feet
Florist shop (retail only) ‡	Permitted	1 space per 200 square feet
Food or grocery store	Permitted	1 space per 500 square feet
Furniture and appliance store (retail only) ‡	Permitted	1 space per 500 square feet
Furniture store (new and used) ‡	Permitted	1 space per 200 square feet
General retail stores (no outside storage)	Permitted	1 space per 200 square feet
Gift or card shop (retail only)	Permitted	1 space per 200 square feet
Hardware store	Permitted	1 space per 400 square feet
Hobby and crafts store (retail only)	Permitted	1 space per 200 square feet
Home improvement center	Permitted	1 space per 400 square feet plus one per 1,000 square feet of warehouse area
Jewelry store	Permitted	1 space per 200 square feet
Market, open air, flea	Permitted	1 space per 200 square feet
Meat and fish market (retail only)	Permitted	1 space per 200 square feet
Mobile Food Court ‡	<a href="#">CUP Required (Learn More)</a>	Whichever is greater: 1 per 100 square feet of seating area or 2 per mobile food vendor

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Motion picture studios, commercial films	Permitted	1 space per 300 square feet
Motion picture theater (indoors)	Permitted	See Section 50-112
Nursery ‡	Permitted	1 space per 1,000 square feet of sales area
Garden shop ‡	Permitted	1 space per 200 square feet
Painting and refinishing shop	Permitted	1 space per 500 square feet
Piano and musical instruments (retail only)	Permitted	1 space per 200 square feet
Shoe repair shop (retail only)	Permitted	1 space per 200 square feet
Sign shop (small scale, such as a storefront; includes sign and banner making for retail sale only; no outside storage)	Permitted	1 space per 300 square feet
Stone monuments and gravestones, engraving and retail sales only	Permitted	1 space per 500 square feet
Upholstery shop (nonauto)	Permitted	1 space per 200 square feet
Used merchandise	Permitted	1 space per 200 square feet
Video rental/sales	Permitted	1 space per 200 square feet
<b>Transportation and Auto Services</b>		
Airport or landing field ‡	CUP Required ( <a href="#">Learn More</a> )	1 space per 500 square feet
All-terrain vehicle (go-carts) dealer/sales (w/outdoor sales, storage, and display)	Permitted	1 space per 300 square feet
All-terrain vehicle (go-carts) dealer/sales (w/no outdoor sales, storage, and display)	Permitted	1 space per 300 square feet
Auto accessories (retail sales only)	Permitted	1 space per 200 square feet
Auto body repair/painting	Permitted	1 space per 200 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/outdoor sales, storage, and display) ‡	Permitted	See Section 50-112
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/no outdoor sales, storage, and display)	Permitted	See Section 50-112
Auto dealer, primarily used auto sales w/outdoor sales, storage, and display ‡	Permitted	See Section 50-112
Auto dealer, primarily used auto sales w/no outdoor sales, storage, and display	Permitted	See Section 50-112
Auto glass repair/tinting	Permitted	1 space per 200 square feet
Auto interior shop/upholstery	Permitted	1 space per 200 square feet
Auto muffler shop	Permitted	1 space per 200 square feet
Auto paint shop	Permitted	1 space per 200 square feet
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)	Permitted	1 space per 200 square feet
Auto parts sale (new or rebuilt; with outside storage or display)	Permitted	1 space per 200 square feet
Auto rental	Permitted	1 space per 200 square feet
Auto repair (major) ‡	Permitted	1 space per 200 square feet
Auto repair (minor) ‡	Permitted	1 space per 200 square feet
Auto storage or auto auction ‡	Permitted	1 space per 1,000 square feet
Auto tire sales (indoor)	Permitted	1 space per 200 square feet
Auto wrecker service	Permitted	1 space per 200 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Automobile assembly	Permitted	1 space per 1,000 square feet
Automobile parts manufacturing	Permitted	1 space per 1,000 square feet
Automobile wash (full service/detail shop) ‡	Permitted	3 spaces per washing capacity of module
Automobile wash (self-service) ‡	Permitted	3 spaces per washing capacity of module
Bike sales and/or repair	Permitted	1 space per 500 square feet
Bus or truck storage	Permitted	1 space per 1,000 square feet
Gasoline station	Permitted	See Section 50-112
Motor freight transportation, storage, and terminal	Permitted	See Section 50-112
Motorcycle sales/dealer w/outdoor sales, storage, and display ‡	Permitted	See Section 50-112
Motorcycle sales/dealer w/no outdoor sales, storage, and display	Permitted	See Section 50-112
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	Permitted	None
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display	Permitted	See Section 50-112
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display	Permitted	See Section 50-112
Railroad team tracks, unloading docks, and spurs	Permitted	None
Railroad yards, round house or shop	Permitted	1 space per 1,000 square feet
Taxi/limousine service	Permitted	1 space per 1.5 automobiles in service
Tire sales (indoors, no outside storage) ‡	Permitted	1 space per 1,000 square feet
Tire sales (outdoors, with outside storage) ‡	Permitted	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Transfer station (refuse/pick-up) ‡	<a href="#">CUP Required (Learn More)</a>	1 space per 500 square feet
Transit terminal ‡	Permitted	See Section 50-112
Truck and bus leasing ‡	Permitted	1 space per 1,000 square feet
Truck sales and services (heavy trucks) ‡	Permitted	1 space per 1,000 square feet
Truck stop ‡	Permitted	1 space per 1,000 square feet
Truck terminal ‡	Permitted	See Section 50-112
<b>Amusement and Recreation</b>		
Amusement, commercial (indoor) ‡	Permitted	1 space per 100 square feet
Amusement, commercial (outdoor) ‡	Permitted	10 spaces plus 1 per 500 square feet over 5,000 square feet of building and recreation area
Amusement, commercial, temporary, (e.g., carnival, haunted house). (Note: Allowed by building official for up to 10 days) ‡	Permitted	Determined by P & Z
Amusement devices/arcade (4 or more devices, indoors only) ‡	Permitted	1 space per game table plus one per amusement device
Billiard/pool Facility (4 or more tables)	Permitted	1 space per 200 square feet
Bingo facility	Permitted	1 space per 200 square feet
Bowling alley (air conditioned and soundproofed)	Permitted	4 spaces per lane
Dinner theatre	Permitted	1 space per three seats or bench seating space
Drive-in theater	<a href="#">CUP Required (Learn More)</a>	1 space per speaker
Golf driving range	Permitted	See Section 50-112
Golf course (private) ‡	<a href="#">CUP Required (Learn More)</a>	6 spaces per hole
Golf course (publicly owned) ‡	Permitted	6 spaces per hole
Playfield or stadium (private)	Permitted	1 space per three seats
Recreational vehicle park/campground ‡	Permitted	1.5 per RV pad

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Skating rink	Permitted	1 space per 200 square feet, plus 1 per 3 seats based on max capacity
Swimming pool, private (use by membership) ‡	Permitted	1 space for each 100 square feet of gross water surface and deck area
Swimming pool, commercial ‡	Permitted	1 space per 100 square feet of gross water surface and deck area
Tennis court (private/not lighted)	Permitted	2 spaces per court
Tennis court (private/lighted)	CUP Required (Learn More)	2 spaces per court
<b>Institutional/Governmental</b>		
Adult day care (business)	<a href="#">See Section 50-116</a>	
Antenna (commercial)	<a href="#">See Section 50-116</a>	
Antenna (noncommercial)	<a href="#">See Section 50-116</a>	
Armed services recruiting center	Permitted	1 space per 300 square feet
Auction house	Permitted	1 space per 100 square feet
Broadcast station (with tower)	<a href="#">See Section 50-116</a>	
Broadcast towers (commercial)	<a href="#">See Section 50-116</a>	
Cellular communications tower/PCS	<a href="#">See Section 50-116</a>	
Cemetery and/or mausoleum ‡	CUP Required (Learn More)	1 space per 5,000 square feet of land
Church/temple/place of worship ‡	Permitted	1 space per four seats in sanctuary
Civic center (municipal) ‡	Permitted	10 spaces plus 1 per 300 square feet above 2,000 square feet
Civic club	Permitted	See Section 50-112
Community center (public)	Permitted	See Section 50-112
Community or social buildings ‡	Permitted	1 space per 300 square feet
Country club (private) ‡	CUP Required (Learn More)	10 spaces plus 1 per 300 square feet above 2,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Earth satellite dish (private, less than 3 feet in diameter)	<a href="#">See Section 50-116</a>	
Electric power plant	Permitted	1 space per 1,000 square feet
Electrical substation ‡	CUP Required (Learn More)	1 space per 1,000 square feet
Exhibition hall ‡	Permitted	1 space per 100 square feet
Fair ground or rodeo ‡	CUP Required (Learn More)	1 space per 1,000 square feet of land area
Fraternal organization ‡	Permitted	10 spaces plus 1 per 300 square feet above 2,000 square feet
Governmental building or use (county, state or federal) ‡	Permitted	1 space per 300 square feet
Heliport ‡	CUP Required (Learn More)	3 spaces
Helistop	CUP Required (Learn More)	3 spaces
Hospital ‡	Permitted	1 space per bed
Household care institution	Permitted	1 space per 6 clients
Institution for alcoholic, narcotic, or psychiatric patients ‡	Permitted	1 space per 200 square feet
Institution of religious, educational or philanthropic nature	Permitted	1 space per 200 square feet
Municipal facility or use ‡	Permitted	1 space per 300 square feet
Museum	Permitted	See Section 50-112
Park and/or playground (private) ‡	Permitted	
Park and/or playground (public, municipal) ‡	Permitted	
Penal or correctional institutions	Permitted	1 space per 500 square feet
Post office (governmental)	Permitted	10 plus 1 per 200 square feet
Non-city public assembly (auditorium, gymnasium, stadiums, meeting halls, etc.)	Permitted	1 space per 4 seats
Radio, television and communications towers	<a href="#">See Section 50-116</a>	

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Rectory/parsonage	Permitted	5 spaces, plus 1 per bedroom
Retirement housing for the elderly ‡	See assisted living facility	
Riding academy	Permitted	1 space per five stalls
Sanitary landfill (private)	CUP Required (Learn More)	1 space per ten acres
School, business (e.g., barber/beauty/cosmetology)	Permitted	1 space per three students, based on design
School, college or university	Permitted	10 per classroom plus 2 per office
School, commercial trade (vocational) ‡	Permitted	1 space per student
School, public or denominational ‡	Permitted	See Section 50-112
School, other than public or denominational ‡	Permitted	
Sheltered care facility ‡	CUP Required (Learn More)	1 space per three beds or 1.5 per dwelling
Sign, all types (defined within the referenced section) ‡	<a href="#">See Ch. 34 of this Code</a>	
Studio for radio and/or television (no towers) ‡	Permitted	1 space per 200 square feet
<b>Commercial and Wholesale Trade</b>		
Animal kennel (outdoor pens)	Permitted	1 space per 500 square feet
Appliance repair	Permitted	1 space per 500 square feet
Book binding	Permitted	1 space per 500 square feet
Carpet and rug cleaning plant	Permitted	1 space per 1,000 square feet
Cattle, swine, or poultry feedlot (CAFO)	CUP Required (Learn More)	1 space per 5,000 square feet of land
Cleaning plant (commercial laundry) ‡	Permitted	1 space per 1,000 square feet
Communication equipment sales/service (installation and/or repair, no outdoor sales or storage or towers/antennae)	Permitted	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Construction contractor with storage yard	Permitted	1 space per 1,000 square feet of land
Contractor's office/sales, no outside storage including vehicles	Permitted	1 space per 1,000 square feet of land
Contractor's temporary on-site construction office (only with permit from building official.)	Permitted	None
Distribution center ‡	Permitted	1 space per 1,000 square feet
Electric repair, (domestic equipment and autos)	Permitted	1 space per 1,000 square feet
Electronic assembly	Permitted	1 space per 1,000 square feet
Electro-plating/electro-typing	Permitted	1 space per 1,000 square feet
Exterminator service/company (no outdoor sales or storage)	Permitted	1 space per 300 square feet
Fix-it shops, small engine, saw filing, mower sharpening	Permitted	1 space per 500 square feet
Fur/hide tanning and finishing	<a href="#">CUP Required (Learn More)</a>	1 space per 1,000 square feet
Heating and air conditioning sales/services	Permitted	1 space per 1,000 square feet
Iron works (ornamental)	Permitted	1 space per 1,000 square feet
Lawnmower repair and/or sales	Permitted	1 space per 500 square feet
Loading or storage tracks	Permitted	None
Locksmith	Permitted	1 space per 500 square feet
Machine shop	Permitted	1 space per 1,000 square feet
Maintenance and repair service for buildings/janitorial	Permitted	1 space per 500 square feet
Manufactured home display or sales (new or used) ‡	Permitted	1 space per 1,000 square feet
Mattress, making and renovating	Permitted	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Milk depot, wholesale	Permitted	1 space per 1,000 square feet
Mini-warehouse/self storage ‡	Permitted	See Section 50-112
Mortuary	Permitted	See Section 50-112
Moving and storage company	Permitted	1 space per 1,000 square feet
News printing	Permitted	1 space per 1,000 square feet
Outdoor sales as a primary use ‡	Permitted	1 space per 5,000 square feet of land area
Pawn shop ‡	Permitted	1 space per 200 square feet
Pet and animal grooming shop (no outside kennels) ‡	Permitted	1 space per 200 square feet
Plumbing shop	Permitted	1 space per 200 square feet
Printing equipment, supplies and repairs	Permitted	1 space per 500 square feet
Propane sales filling (retail)	Permitted	1 space per 200 square feet
Publishing and printing company	Permitted	1 space per 500 square feet
Quick lube/oil change/minor inspection	Permitted	1 space per 200 square feet
Salvage storage yard ‡	<a href="#">CUP Required (Learn More)</a>	5 per acre
Scientific and industrial research laboratories (hazardous) ‡	Permitted	1 space per 300 square feet
Scientific and industrial research laboratories (nonhazardous) ‡	Permitted	1 space per 300 square feet
Scrap metal storage yard	<a href="#">CUP Required (Learn More)</a>	5 space per acre
Security systems installation company	Permitted	1 space per 300 square feet
Sheet metal shop	Permitted	1 space per 1,000 square feet
Storage of cement, sands and gravel	Permitted	1 space per 5,000 square feet of storage area
Storage of used lumber and building materials	Permitted	1 space per 5,000 square feet of storage area

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Taxicab storage and repair	Permitted	1 space per 500 square feet
Taxidermist	Permitted	1 space per 500 square feet
Tool and machinery rental (indoor storage only) ‡	Permitted	1 space per 200 square feet
Tool and machinery rental (with outdoor storage) ‡	Permitted	1 space per 200 square feet
Vacuum cleaner sales and repair ‡	Permitted	1 space per 200 square feet
Veterinarian clinic (indoor kennels) ‡	Permitted	1 space per 500 square feet
Veterinarian clinic (outdoor kennels or pens) ‡	Permitted	1 space per 500 square feet
Warehouse (defined under storage or wholesale warehouse) ‡	Permitted	1 space per 1,000 square feet
Welding shop	Permitted	1 space per 1,000 square feet
Wholesale trade, nondurable goods	Permitted	1 space per 1,000 square feet
Woodworking shops	Permitted	1 space per 1,000 square feet
Wrecking materials yard ‡	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
<b>Light and Heavy Manufacturing/Industrial</b>		
Acid manufacture	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Adhesives and sealants manufacture	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Aircraft parts manufacture	Permitted	1 space per 1,000 square feet
Airplane repair and manufacturing	Permitted	1 space per 1,000 square feet
Animal processing and slaughter	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Any manufacture or industrial process not listed and not prohibited by law	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet
Artificial flower manufacture	Permitted	1 space per 1,000 square feet
Asphalt paving and roofing material manufacture	CUP Required ( <a href="#">Learn More</a> )	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Awning manufacture, cloth, metal and wood	Permitted	1 space per 1,000 square feet
Bag manufacturing	Permitted	1 space per 1,000 square feet
Battery manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Bleaching/chorine powder manufacture	CUP Required (Learn More)	2 spaces per 1,000 square feet
Boiler manufacture and repair	Permitted	1 space per 1,000 square feet
Bottling works	Permitted	1 space per 1,000 square feet
Broom manufacture	Permitted	1 space per 1,000 square feet
Candy and other confectionary products manufacture	Permitted	1 space per 1,000 square feet
Canning and preserving factory	Permitted	1 space per 1,000 square feet
Canvas and related products manufacture	Permitted	1 space per 1,000 square feet
Casein manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Celluloid and similar cellulose manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Cement manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Ceramic products manufacture	Permitted	1 space per 500 square feet
Chalk manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Chemicals (agricultural) manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Chemicals (industrial) manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Clothing manufacture	Permitted	1 space per 500 square feet
Coffee roasting	Permitted	
Coffin manufacture	Permitted	1 space per 1,000 square feet
Cold storage plants/locker	Permitted	1 space per 1,000 square feet
Concrete or asphalt mixing/batching plant (permanent) ‡	CUP Required (Learn More)	1 space per 5,000 square feet of land

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Concrete or asphalt mixing/batching plant (temporary) ‡	Permitted	1 space per 5,000 square feet of land
Crematory	CUP Required (Learn More)	1 space per 1,000 square feet
Culvert manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Cutlery, handtools and general hardware manufacture	Permitted	1 space per 1,000 square feet
Dairy products manufacture	Permitted	1 space per 1,000 square feet
Distillation of liquors, spirits, etc. (brewery)	CUP Required (Learn More)	1 space per 1,000 square feet
Dye manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Dyeing plant	Permitted	1 space per 1,000 square feet
Electric lamp manufacture	Permitted	1 space per 1,000 square feet
Elevator manufacture	Permitted	1 space per 1,000 square feet
Enameling and painting	Permitted	1 space per 1,000 square feet
Engraving plant	Permitted	1 space per 1,000 square feet
Envelope manufacture	Permitted	1 space per 1,000 square feet
Farm/garden machinery and equipment manufacture	Permitted	1 space per 1,000 square feet
Feed manufacture	CUP Required (Learn More)	1 space per 500 square feet
Felt manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Food processing ‡	Permitted	1 space per 1,000 square feet
Footwear manufacture	Permitted	1 space per 500 square feet
Furnace manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Fixtures manufacture	Permitted	1 space per 1,000 square feet
Furniture manufacture	Permitted	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Gases (industrial) manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Glucose manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Hair products factory (other than human)	CUP Required (Learn More)	1 space per 1,000 square feet
Heavy machinery sales and storage ‡	Permitted	1 space per 1,000 square feet
Ice cream/ice manufacture	Permitted	1 space per 1,000 square feet
Kerosene manufacture or storage	CUP Required (Learn More)	1 space per 1,000 square feet
Laboratory equipment manufacturing ‡	CUP Required (Learn More)	1 space per 1,000 square feet
Leather products manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Lumber mill/yard	CUP Required (Learn More)	1 space per 1,000 square feet
Machinery manufacture	Permitted	1 space per 1,000 square feet
Marble working and finishing	Permitted	1 space per 1,000 square feet
Meat packing plant	CUP Required (Learn More)	1 space per 1,000 square feet
Metal cans and shipping containers manufacture	Permitted	1 space per 1,000 square feet
Metal products, stamping and manufacture	Permitted	1 space per 1,000 square feet
Mirror resilvering	Permitted	1 space per 200 square feet
Office equipment manufacture	Permitted	1 space per 1,000 square feet
Oil compounding and barreling	CUP Required (Learn More)	1 space per 1,000 square feet
Oilcloth manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Orthopedic, prosthetic, surgical appliances and supplies manufacture	Permitted	1 space per 1,000 square feet
Paint manufacture and/or mixing	Permitted	1 space per 1,000 square feet
Paper and paper pulp manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Paper products and paper box manufacture	Permitted	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Pecan processing	Permitted	1 space per 1,000 square feet
Petroleum distribution/storage ‡	Permitted	1 space per 1,000 square feet
Plastic products, molding, casting and shaping	Permitted	1 space per 1,000 square feet
Printing ink manufacture	Permitted	1 space per 1,000 square feet
Rock quarries, sand, gravel and earth excavations or extractions	CUP Required (Learn More)	1 space per acre
Rug and carpet manufacture	Permitted	1 space per 1,000 square feet
Sand, gravel, or stone storage (including sales) ‡	Permitted	1 space per 1.5 employees, plus five per acre
Shellac and varnish manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Sign manufacturing (no outside storage)	Permitted	1 space per 1,000 square feet
Sign manufacturing (with outside storage)	Permitted	1 space per 1,000 square feet
Snuff manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Soap, detergents, cleaning preparations manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Starch manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Steel works, blast furnaces and rolling mills	CUP Required (Learn More)	1 space per 1,000 square feet
Stone cutting or crushing	CUP Required (Learn More)	1 space per 5,000 square feet of land area
Stone, clay, glass and concrete Products (other than handicrafts) manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Textile products manufacture	Permitted	1 space per 1,000 square feet
Tire retreading and recapping	Permitted	1 space per 1,000 square feet
Truck manufacture	Permitted	1 space per 1,000 square feet
Waste paper products manufacture	Permitted	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning District	Parking Ratio
	LI	
Water distillation	Permitted	1 space per 1,000 square feet
White lead manufacture	CUP Required (Learn More)	1 space per 1,000 square feet
Wood container manufacture	Permitted	1 space per 1,000 square feet
Wood distillation (manufacture of tar, charcoal, turpentine and similar)	CUP Required (Learn More)	1 space per 1,000 square feet
Wood preserving manufacture and treatment	CUP Required (Learn More)	1 space per 1,000 square feet
Wood products manufacture	Permitted	1 space per 1,000 square feet

; Ord. No. 2012-18, § 2, 7-2-2012; Ord. No. 2013-23, § 2, 2-2-2013; Ord. No. 2013-19, § 2, 11-4-2013)

# Exhibit "E"

## Rezoning Application

RECEIVED (KC)  
08/31/2022

Revised: 4/13/2020  
P&Z #22-309



### APPLICATION FOR RE-ZONING

Community Development Department  
Planning Division

**APPLICATION SUBMITTAL:** 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.

**Applicant**

Name: Tomball Economic Development Corporation Title: Owner  
 Mailing Address: 29201 Quinn Rd., Suite B City: Tomball State: TX  
 Zip: 77375 Contact: Kelly Violette, Executive Director  
 Phone: (281) 401-4086 Email: kviolette@tomballtxedc.org

**Owner** Tomball Economic Development Corporation - Same Info as Applicant & Tortuga Operating Company Title: Owner

Mailing Address: 7412 Shady Villa Lane City: Houston State: TX  
 Zip: 77055 Contact: Peter Turbett, President  
 Phone: (713) 401-4086 Email: tortugaturbett@comcast.net

**Engineer/Surveyor (if applicable)**

Name: Gunda Corporation (Ardurra) Title: North Branch Manager  
 Mailing Address: 32731 Egypt Lane, Suite 501 City: Magnolia State: TX  
 Zip: 77354 Contact: Kyle Bertrand  
 Phone: (281) 680-3600 Fax: ( ) Email: KBertrand@ardurra.com

**Description of Proposed Project:** Tomball Business and Technology Park Sec. 2, Lots 1-4

Physical Location of Property: S. Persimmon Street, North of Spell Rd Intersection  
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Tomball Business and Technology Park Sec. 2, Lots 1-4  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: SF-20-E, Single-Family 20 Estate District

Current Use of Property: Undeveloped and existing wells

Proposed Zoning District: LI - Light Industrial District

Proposed Use of Property: Proposed to be consistent with uses in Tomball Business and Technology Park Sec 1.

HCAD Identification Number:	<u>1452440010004</u>	Acres:	<u>10.4422 acres</u>
	<u>1452440010003</u>		<u>1.7911 acres</u>
City of Tomball, Texas	<u>1452440010002</u>		<u>2.1790 acres</u>
	<u>1452440010001</u>		<u>2.6727 acres</u>

501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 [www.tomballtx.gov](http://www.tomballtx.gov)

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.

Kelly Violette Digitally signed by Kelly Violette  
Date: 2022.08.30 12:41:03  
-0500' August 29, 2022  
Signature of Applicant Kelly Violette, Executive Director - TEDC Date

Kelly Violette Digitally signed by Kelly Violette  
Date: 2022.08.30 12:41:12  
-0500' August 29, 2022  
Signature of Owner Kelly Violette, Executive Director - TEDC Date

Peter Turbett Digitally signed by Peter Turbett  
Date: 2022.08.29 14:52:14  
-0500' August 29, 2022  
Signature of Owner Peter Turbett, President  
Tortuga Operating Company Date



August 29, 2022

Mr. Nathan Dietrich  
Community Development Director  
City of Tomball - Community Development Department  
501 James Street  
Tomball, TX 77375

RE: Rezoning request for approximately 17.09 acres of land described as Lots 1-4 of the Tomball Business and Technology Park Section 2 Replat

Dear Mr. Dietrich,

For the second consecutive year, the Tomball Business & Technology Park was named a top industrial park in the United States by Business Facilities. The publication ranked the Tomball Business & Technology Park the 10th best industrial park in the country in its 18th Annual Rankings Report.

Operated by the Tomball Economic Development Corporation (TEDC), the 99.5-acre Tomball Business & Technology Park is lauded for its location, amenities, and infrastructure. The success of the Park is evidenced by the demand for business creation and relocation. As of August 2022, more than 551,701 square-feet has been constructed in the Park, generating over \$47 million in private capital investment and bringing over 575 jobs to Tomball.

In order to meet the demand, the TEDC works closely with its partners to manage infrastructure in and around the Park. The TEDC and the City of Tomball partnered together to extend South Persimmon Street from FM 2920 through the Park. Additionally, we partnered to extend Medical Complex Drive from South Persimmon to Hufsmith-Kohrville Road.

As part of the South Persimmon extension project the TEDC purchased 18.9 acres immediately north of the Tomball Business and Technology Park. We dedicated the right-of-way and easements necessary for the road to be constructed and coordinated the relocation of pipelines and easements with two pipeline companies. The resulting Replat created 4 Lots; two of which are currently owned by the TEDC (Lots 1 and 3) and two are owned by Tortuga Operating Company (Lots 2 and 4).

The requested rezoning is consistent with the Future Land Use Plan Map designation of Business Park and Industrial and will provide consistency with the remainder of the Business & Technology Park property.

Please don't hesitate to contact me at (281) 401-4086 should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Kelly Violette". The signature is written in a cursive, flowing style.

Kelly Violette  
Executive Director

281.401.4086 ★ fax 281.351.7223 ★ PO Box 820 ★ Tomball, Texas 77377-0820 ★ [www.TomballTXedc.org](http://www.TomballTXedc.org)



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Consideration to Approve Zoning Case P22-310: Request by 28121 Calvert, LLC, represented by Louis Smith to amend the City of Tomball’s Comprehensive Plan to update the Major Thoroughfare Plan Map. Removing the proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, within Harris County, Texas.

Conduct Public Hearing on **Zoning Case P22-310**

Adopt, on First Reading, Ordinance No. 2022-39, an ordinance of the City of Tomball, Texas, amending the City of Tomball’s Comprehensive Plan to update the Major Thoroughfare Plan Map. Removing the proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, providing for severability; 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:**

City Staff recommends denial. Planning & Zoning Commission recommends DENIAL (0 Vote Aye, 4 Votes Nay)

**Origination:** 28121 Calvert LLC.

**Recommendation:**

Denial

**Party(ies) responsible for placing this item on agenda:** Nathan Dietrich, Community Development Director

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**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 # \_\_\_\_\_



**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
OCTOBER 10, 2022  
&  
CITY COUNCIL  
OCTOBER 17, 2022**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 10, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, October 17, 2022 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 P22-309:** Request from Tomball Economic Development Corporation and Tortuga Operating Company to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 17.08 acres of land legally described as being all of Lots 1, 2, 3, and 4 of Tomball Business and Technology Park, Section 2 from Single Family Residential – 20 (SF-20) to Light Industrial (LI). The properties are located within the 1900 block of S. Persimmon Street (East and West side), within the City of Tomball, Harris County, Texas.

**Case P22-310:** Request by 28121 Calvert, LLC, represented by Louis Smith to amend the City of Tomball’s Comprehensive Plan to update the Major Thoroughfare Plan Map. Removing the proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, within Harris County, Texas.

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 Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

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

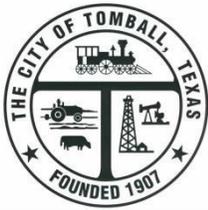
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **7<sup>th</sup>** day of **October 2022** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*

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Jared Smith  
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) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov).



## Notice of Public Hearing

**YOU ARE INVITED TO ATTEND** the Public Hearing before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

**CASE NUMBER:** P22-310

**APPLICANT/OWNER:** Louis Smith

**LOCATION:** 1.05 mile segment of Medical Complex Drive extending east-west from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920

**PROPOSAL:** Removing the proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, within Harris County, Texas.

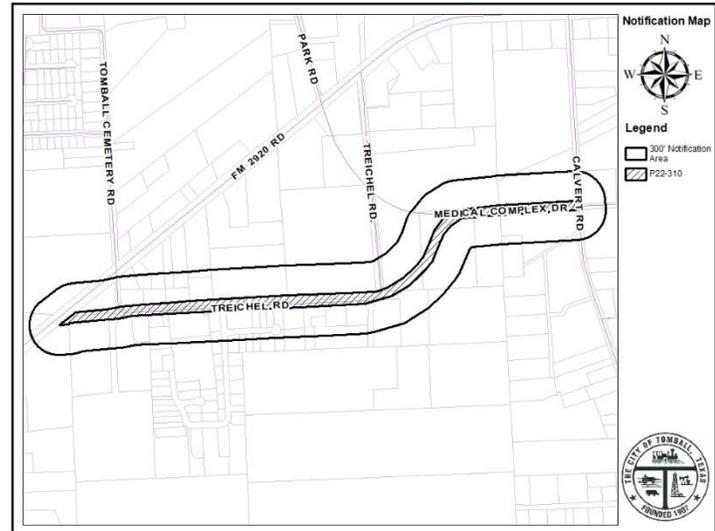
**CONTACT:** Jared Smith, City Planner

**PHONE:** (281) 290-1491

**E-MAIL:** [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department office, located at 501 James Street, Tomball, TX 77375. The staff report will be available no later than 4:00 p.m. on the Friday preceding the meeting.

**This notice is being mailed to all owners of real property within 300 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.**



**Planning & Zoning Commission  
Public Hearing:**

**Monday, October 10, 2022 @ 6:00 PM**

**City Council Public Hearing:**

**\*Monday, October 17, 2022 @ 6:00 PM**

**The Public Hearings will be held in the  
City Council Chambers, City Hall  
401 Market Street, Tomball, Texas**

\*Should the Planning & Zoning Commission vote to table the recommendation on the case, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a recommendation is forwarded to the City Council by the Planning & Zoning Commission.

## Jared Smith

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**From:** Dennis Pierce <dlpierce11923@gmail.com>  
**Sent:** Friday, October 7, 2022 8:56 AM  
**To:** Jared Smith  
**Cc:** My Lovely Wife  
**Subject:** Planning case P223-310

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Smith,

My name is Dennis Pierce and I am responding to the notice I received on proposed planning change extending Medical Complex Dr West of Calvert down Triechel Rd. (Case #P22-310).

The proposal is to remove this project from the plan. I am FOR the zoning request for the removal.

My reasons for approval are as follows

1. Without access to both sides of 249 any perceived relief would not alleviate traffic on the 2920 corridor.
2. The cost of the project and infrastructure would be budgeted wisely on projects that have moved to front of the list due to growth in other areas.
3. I believe it will also increase the flooding issues and water drainage in the area, as well as extensive planning on the pinch area at the curve on Triechel. This would include extensive gas pipelines, HCFC M124 and city infrastructure.

If you need further clarification please let me know at this email address or phone number 281-851-8371.

Thank you,

Dennis Pierce  
15141 Triechel Rd  
Tomball, TX 77377

Mailing Address  
PO Box 1783  
Tomball, TX 77377

## Jared Smith

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**From:** Caitlin Craig <ccraig@devasco.com>  
**Sent:** Wednesday, October 5, 2022 4:09 PM  
**To:** Jared Smith  
**Subject:** Re: CASE P22-310

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jared,

Okay I'm a little confused and I'm sorry for my ignorance on this. I must have read this completely wrong then. I was reading as in this proposal of extension of medical complex was moving forward, I remember years past hearing about this and then it went silent and we all thought it must've just gone away to never be heard of again and then when this popped up I guess I just read as in y'all were moving forward with bringing medical complex down treichel. So yes I am for removing the plan to being medical complex down treichel. That would ruin it here. Nobody on our street wants this I went to multiple neighbors yesterday and everyone was very upset at this resurfacing.

My address 15632 treichel rd

How many people need to actually show up or agree to have this proposal that REMOVES medical complex from coming down treichel, to actually make a difference?

Thank you for explaining this further to me and helping me understand, I appreciate that.

Caitlin

Sent from my iPhone

On Oct 5, 2022, at 12:47 PM, Jared Smith <jasmith@tomballtx.gov> wrote:

Hello Caitlin,

The proposal that you are responding to is a request from a property owner wishing to construct multi-family apartments. They are requesting to remove the segment of the Medical Complex Drive's proposed extension that is illustrated in the notice letter. This planned roadway was adopted by the City of Tomball with the Comprehensive Plan in 2009 and has remained in our plans since that time.

Could you please provide your address so that we can document your response appropriately? Based on the email, it appears that you are **in favor** of the request to remove the segment of Medical Complex that is currently proposed in our existing plans.

Thank you,

## Jared Smith

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**From:** Caitlin Craig <ccraig@devasco.com>  
**Sent:** Tuesday, October 4, 2022 12:53 PM  
**To:** Jared Smith  
**Subject:** CASE P22-310

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I AM ABSOLUTEY AGAINST THIS REZONING. THIS EFFECTS NOT ONLY OUR LAND, AS IM SURE THERE WILL BE WIDENING OF THE ROAD, BUT ALSO MY FAMILIES SAFETY. MY CHILD PLAYS OUTSIDE IN OUR YARD, WE RIDE OUR BIKES DOWN THE **QUIET AND SAFE** STREET WE CHOSE TO LIVE ON. BY CHOOSING TO MAKE THIS MOVE YOU PLACE MY FAMILIES SAFETY IN JEORPADY BY ADDING TRAFFIC COMING DOWN OUR ROAD, NOT TO MENTION IM SURE THEY WILL BE FLYING DOWN OUR STREET. I WORKED ON CHERRY STREET FOR 6 YEARS AND TOOK THE OTHER SIDE OF MEDICAL COMPLEX EVERY MORNING AND WATCHED CARS FLY 50 MPH DOWN THERE WITH NO REGARD FOR HUMAN OR ANIMAL LIFE. NOW YOURE TELLING ME THIS WILL BE BROUGHT TO MY STREET? I AM COMPLELTLY BESIDE MYSELF OVER THIS AND CANT FATHOM HOW **NEGATIVILTY** THIS WILL EFFECT MY FAMILY. THEN NO TELLING WHAT THIS WILL DO TO OUR PROPERTY VALUE, RAISE IT GREAT RAISES MY DANG TAXES, LOWERS IS GREAT SCREWS ME LATER ON IF I EVER CHOOSE TO SELL. EITHER WAY DOES NO GOOD FOR US. THEN IF YOU LOOK AT THIS DIAGRAM WHERE YOU ARE PLANNING ON TAKING THIS OUT TO 2920 YOURE GOING RIGHT THROUGH 2 PEOPLES PROPERTIES, RIGHT THROUGH COLEENS DRIVEWAY AND BEHIND THE SMALL ENGINE REPAIR DRIVEWAY, WHAT WILL THAT TO DO THEIR WAY OF LIFE EVERYDAY? THE FACT THAT THIS IS BEING PROPOSED IS JUST FLABBERGASTING. THIS IS A ESTABLISHED ROAD WITH FAMILIES WHO LIVE HERE, UPROOTING AND DISRUBTING THAT WAY OF LIFE FOR WHAT? A SHORT CUT ROAD? I DON'T SEE ANY POSITIVES THAT CAN COME FROM THIS? IF THE REASONING IS TO SPEED UP EMERGENCY VEHICLES GETTING TO THE ER, AT WHAT COST? RUIN PEOPLES WAY OF LIVING AND THEIR PROPERTY AND THEIR SENSE OF SAFETY ON THE QUIET STREET WE CHOOSE TO LIVE.... I DON'T SEE THAT BEING FAIR. AT ALL. I HOPE THIS LETTER IS ACTUALLY READ AND CONSIDERED WITH HEART AND HEARD UPON REASONING EARS. PLEASE DO NOT DO THIS.

WE WILL BE AT BOTH MEETINGS TO SPEAK IN PERSON AND LET OUR VOICES BE HEARD. THIS IS OUR PROPERTY AND WAY OF LIFE YOURE PUTTING AT RISK HERE.

CAITLIN CRAIG

**From:** [Jared Smith](#)  
**To:** [Kimberly Chandler](#)  
**Subject:** FW: Medical Complex Dr Extension  
**Date:** Monday, October 10, 2022 8:38:52 AM

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**From:** erick m. <erick11553@gmail.com>  
**Sent:** Monday, October 10, 2022 1:02 AM  
**To:** Jared Smith <jasmith@tomballtx.gov>  
**Subject:** Medical Complex Dr Extension

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am a current living resident of Champagne Circle which resides on Treichel Road. I am typing this email to inform that I am AGAINST Case #P22-310. I understand that Tomball needs to expand more, but the expansion of Medical Complex Dr., is not one which we residents of Champagne Circle are in favor of at all. During the past 20 years of residency here, we HIGHLY value our privacy and we feel that the expansion of Medical Complex Dr. directly interferes with the privacy of a PRIVATE NEIGHBORHOOD. As the days have gone by, the residents of Champagne Circle have had a growing voice that is against this expansion. Not only would it interfere with our privacy, it would also create more unnecessary traffic that does NOT belong in a private neighborhood. This creates an intrusive environment which is not healthy for the well being of our residents. The government of Tomball should be able to prioritize, respect, and accept the decision of the residents of Treichel and Champagne Circle, who have seen the city of Tomball prosper and grow in the right areas. By allowing Case #P22-310 to happen it would be such a big let down for true Tomball residents who uphold the best values of the city.

Thank you,  
Erick Martinez



# Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball  
Attn: Jared Smith  
501 James Street  
Tomball, TX 77375

Name:

Paul & Tina Case

(please print)

Address:

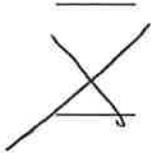
15633 Treichel Rd  
Tomball TX, 77377

Signature:

*Tina Case*

Date:

10/2/2022



I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-310**. (Please state reasons below)

I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-310**. (Please state reasons below)

Date, Location & Time of **Planning & Zoning Commission** meeting:

**Monday, October 10, 2022 @ 6:00 PM**

City Council Chambers of the City of Tomball, City Hall  
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

**Monday, October 17, 2022 @ 6:00 PM**

City Council Chambers of the City of Tomball, City Hall  
401 Market Street, Tomball, Texas

## COMMENTS:

I Am Absolutely **AGAINST** this! This is where we live, my grandchildren play on these roads and in the yard, bringing traffic to our **QUIET** street is more a risk of horrible things to happen. Not to mention what this will do to our property value, raise or lower is not good. We live on a quiet road, we do not want to become a traffic short cut road.

You may also comment via email to [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

Please reference the case number in the subject line.

For questions regarding this request please call Jared Smith @ 281-290-1491.





# Notice of Public Hearing

**YOU ARE INVITED TO ATTEND** the Public Hearing before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

**CASE NUMBER:** P22-310

**APPLICANT/OWNER:** Louis Smith

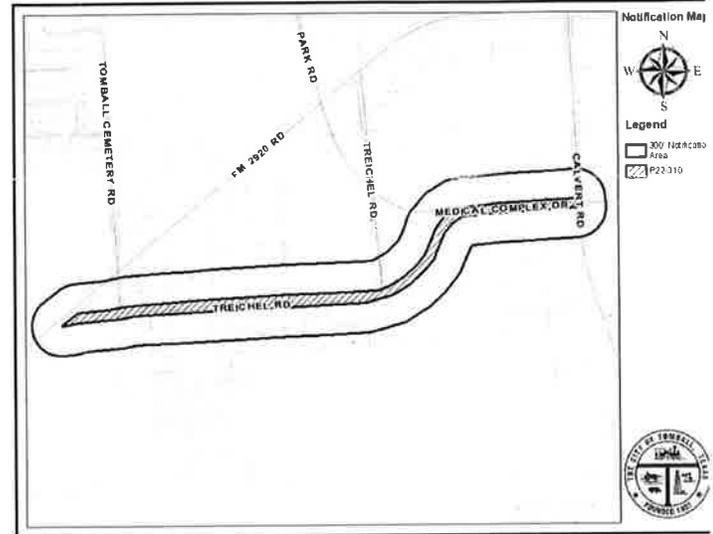
**LOCATION:** 1.05 mile segment of Medical Complex Drive extending east-west from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920

**PROPOSAL:** Removing the proposed east-west extension of Medical Complex Drive which is currently designated as a minor arterial from the Major Thoroughfare Plan Map. Specifically being the segment that is planned to extend approximately 1.05 miles from the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road, within Harris County, Texas.

**CONTACT:** Jared Smith, City Planner  
**PHONE:** (281) 290-1491  
**E-MAIL:** [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department office, located at 501 James Street, Tomball, TX 77375. The staff report will be available no later than 4:00 p.m. on the Friday preceding the meeting.

**This notice is being mailed to all owners of real property within 300 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.**



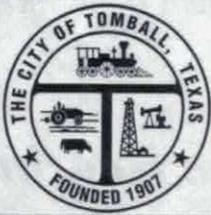
**Planning & Zoning Commission  
Public Hearing:  
Monday, October 10, 2022 @ 6:00 PM**

**City Council Public Hearing:  
\*Monday, October 17, 2022 @ 6:00 PM**

**The Public Hearings will be held in the  
City Council Chambers, City Hall  
401 Market Street, Tomball, Texas**

\*Should the Planning & Zoning Commission vote to table the recommendation on the case, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a recommendation is forwarded to the City Council by the Planning & Zoning Commission.

Also with this will probably come road widening, which will take out the front of my drive. Also the families properties besides mine that will be effected. This Move is completely unacceptable and we are beside ourselves at this proposal. Please do NOT Do this



# Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball  
Attn: Jared Smith  
501 James Street  
Tomball, TX 77375

Name:

Louis Smith

(please print)

Address:

800 Wilcrest Dr. Ste 245

Houston, TX 77042

Signature:

[Handwritten Signature]

Date:

10-10-22

I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-310. (Please state reasons below)**

I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-310. (Please state reasons below)**

Date, Location & Time of **Planning & Zoning Commission** meeting:

**Monday, October 10, 2022 @ 6:00 PM**

City Council Chambers of the City of Tomball, City Hall

401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

**Monday, October 17, 2022 @ 6:00 PM**

City Council Chambers of the City of Tomball, City Hall

401 Market Street, Tomball, Texas

### COMMENTS:

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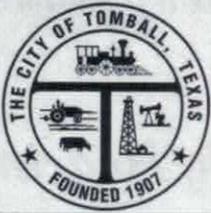
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You may also comment via email to [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

Please reference the case number in the subject line.

For questions regarding this request please call Jared Smith @ 281-290-1491.



# Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball  
Attn: Jared Smith  
501 James Street  
Tomball, TX 77375

Name:

Louis Smith

(please print)

Address:

800 Wilcrest Dr. Ste 245

Houston, TX 77042

Signature:

*[Handwritten Signature]*

Date:

10/10/22

I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-310. (Please state reasons below)**

I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-310. (Please state reasons below)**

Date, Location & Time of **Planning & Zoning Commission** meeting:

**Monday, October 10, 2022 @ 6:00 PM**

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401 Market Street, Tomball, Texas

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**Monday, October 17, 2022 @ 6:00 PM**

City Council Chambers of the City of Tomball, City Hall  
401 Market Street, Tomball, Texas

### COMMENTS:

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Please reference the case number in the subject line.

For questions regarding this request please call Jared Smith @ 281-290-1491.



## Comprehensive Plan Amendment Staff Report

Planning and Zoning Commission Hearing Date: October 10, 2022  
City Council Public Hearing Date: October 17, 2022

**Case:** P22-310

**Applicant(s):** Louis Smith

**Request:** To amend the Major Thoroughfare Plan by removing the proposed minor arterial east/west segment of Medical Complex Drive, being described as the 1.05-mile segment planned to extend between the western right-of-way boundary of Calvert Road to the southeastern right-of-way boundary of FM 2920 Road.

### **BACKGROUND**

In 2008 the Houston-Galveston Area Council conducted the FM 2920 Access Management Study, as well as the Livable Centers Downtown Plan for the City of Tomball. Within the context of these studies, there is reference to the need to improve parallel east-west facilities to provide alternative connections to FM 2920. The study specifically identifies Medical Complex Drive as one potential alternative connection. According to the study, Medical Complex Drive could improve local traffic circulation within Tomball as well as alleviate congestion along FM 2920. In 2009 the City of Tomball adopted a Comprehensive Plan that builds on the concept of providing an alternative east-west connection for FM 2920. This Comprehensive Plan mentions the east-west connection of Medical Complex Drive as a potential roadway for said east-west alternative route. In 2019, construction was completed on a section of SH 249 (Tomball Tollway) immediately west of Tomball. This construction did not account for an underpass or fly-over at the intersection of Medical Complex Drive. This effectively cut off the western connection of Medical Complex Drive to FM 2920. In 2021, the City Council approved an ordinance that downgraded the subject portion of Medical Complex Drive from a major arterial to a minor arterial between Business State Highway 249 and FM 2920. In May 2022, a request was presented to the Planning & Zoning Commission & City Council to remove the easternmost segment of Medical Complex Drive planned to be a major arterial extending between Hufsmith-Kohrville and Mahaffey Road, this request was denied, and rather than removing the segment it was downgraded from a major arterial to a minor arterial in July of 2022. The applicant is requesting to remove the subject segment of Medical Complex Drive altogether. According to the applicant, the subject segment of Medical Complex Drive that intersects their property, which is located at the southwest corner of Calvert Road and the intersection of the planned minor arterial extension is a hindrance on the development of their lot for Multi-Family Apartments.

### **ANALYSIS**

**Comprehensive Plan Recommendation:** The current Comprehensive Plan, adopted in 2019, identifies the need to promote east-west connections through the city including, alternatives to FM 2920. However, due to the construction of SH 249 without an underpass for Medical Complex Drive, the current Comprehensive Plan acknowledges that the previous plan to utilize Medical Complex Drive as an east-west bypass from FM 2920 around Old Town Tomball is limited.

Subsequently, the Comprehensive Plan suggests reviewing Medical Complex Drives street classification.

**Staff Review Comments:**

Although Medical Complex Drive may no longer have the potential to function as a true east-west bypass for FM 2920, it may provide an alternative east-west route to destinations within the City of Tomball which will likely alleviate traffic congestion along FM 2920. Further, according to the major thoroughfare report that was conducted in 2009 for the City of Tomball by Schaumburg & Polk, Inc., minor arterial streets are intended to distribute traffic from state highways, farm-to-market roadways, and major arterials to adjacent land uses. These minor arterial streets are often best suited in areas that are likely to experience high traffic volumes such as industrial parks, retail centers, etc. Although the subject segment of Medical Complex Drive falls almost entirely outside the city limits, the Future Land Use Plan adopted by City Council identifies this planned major thoroughfare as running parallel to the Corridor Commercial land use category. Suggesting that this segment of Medical Complex, if brought into the City of Tomball would likely receive commercial zoning. As previously stated, minor arterial streets are ideally suited for carrying high volumes of traffic as well as distributing traffic from State Highways and Farm to Market Roads such as SH 249 and FM 2920.

**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 September 27, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

**STAFF RECOMMENDATION:**

Based on findings outlined in the analysis section of this staff report, City staff recommends denial of Case P22-310.

**P&Z RECOMMENDATION:**

Denial (0 Vote Aye, 4 Vote Nay)

- Discussion Items:
  - Clarification on the request to remove the proposed segment.
  - Clarification of the public responses actually in favor of the request to remove the proposed segment. Although responses stated they were against it.

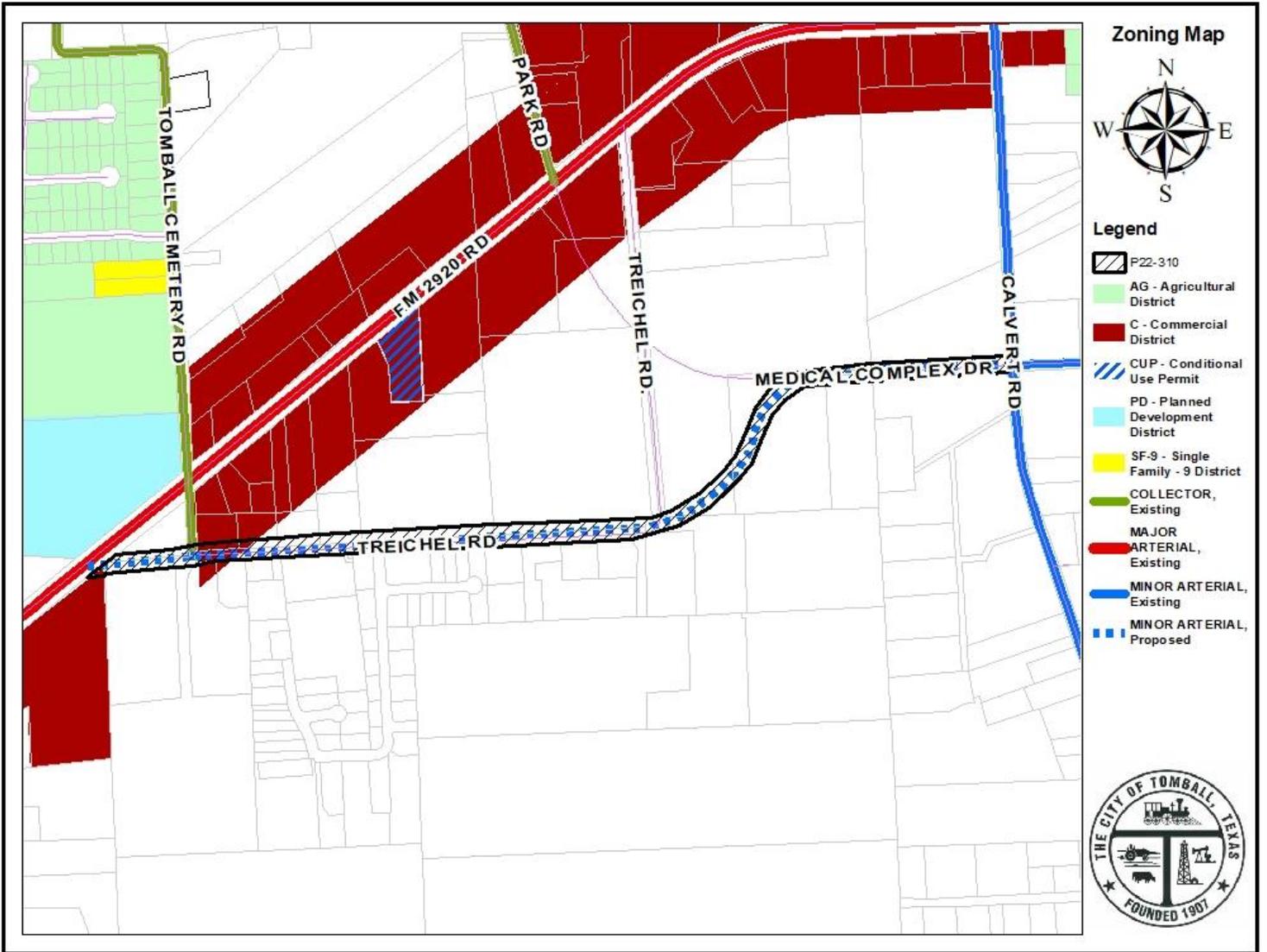
**EXHIBITS**

- A. Aerial Map
- B. Zoning Map
- C. Future Land Use Map
- D. Major Thoroughfare Plan
- E. Site Photos
- F. Application

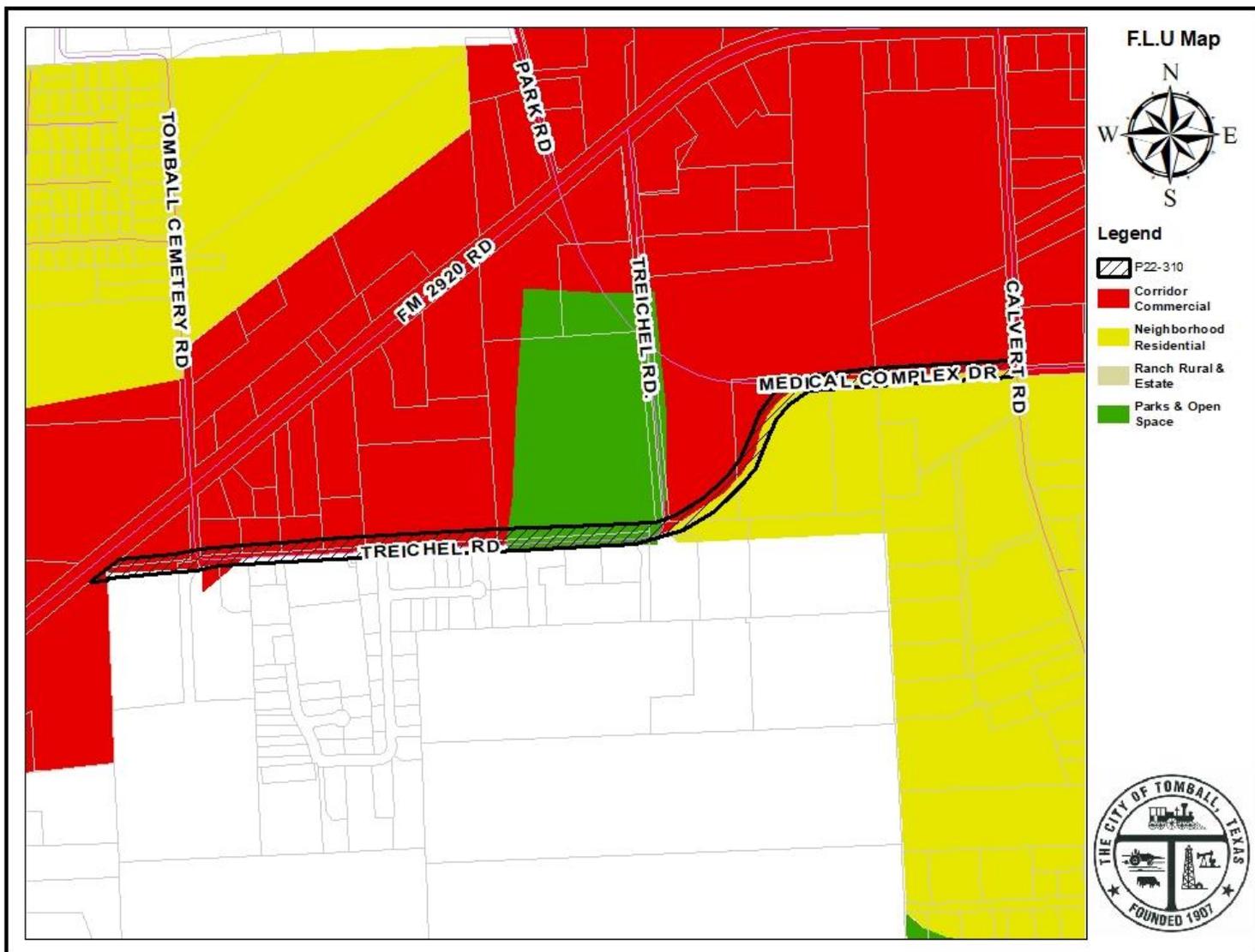
**EXHIBIT "A"**  
**Aerial Location Map**



**EXHIBIT "B"**  
**Zoning Map**



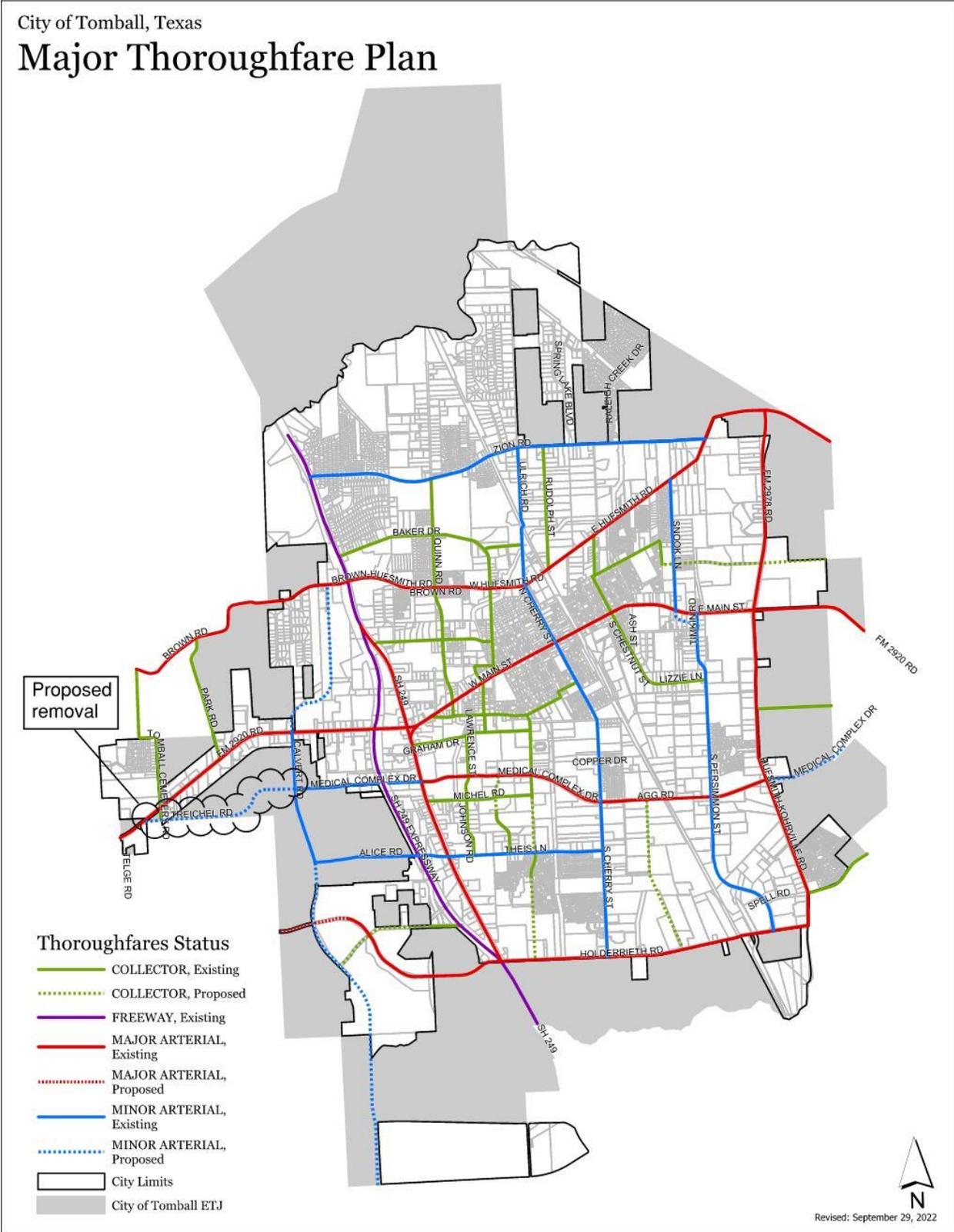
**EXHIBIT "C"**  
**Future Land Use Map**



**EXHIBIT "D"**

City of Tomball, Texas

**Major Thoroughfare Plan**



**EXHIBIT "E"**



**Proposed Alignment of Medical Complex West of Calvert**



Proposed Alignment of Medical Complex tie in to Triechel Rd.



Existing Triechel Road West View





Existing Triechel Road East View



Proposed Alignment of Medical Complex/Triechel Rd (western extent)



**EXHIBIT "F"**

Revised 5/19/2015

P&Z #22-310



RECEIVED (KC)  
08/31/2022

**COMPREHENSIVE PLAN  
AMENDMENT APPLICATION**  
Community Development Department  
Planning Division

**APPLICATION SUBMITTAL:** 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 request may be delayed until corrections or additions are received.

**CONTACT INFORMATION:**

**Applicant**

Name: Louis Smith Title: Manager  
Mailing Address: 800 Wilcrest Dr., Suite 245 City: Houston State: TX  
Zip: 77042  
Phone: (832) 444-6777 Fax: ( ) \_\_\_\_\_  
Email: louis@src-properties.com

**Property Owner**

Name: 28121 Calvert, LLC Title: \_\_\_\_\_  
Mailing Address: 800 Wilcrest Dr., Suite 245 City: Houston State: TX  
Zip: 77042  
Phone: (832) 444-6777 Fax: ( ) \_\_\_\_\_  
Email: louis@src-properties.com

**COMPREHENSIVE PLAN AMENDMENT REQUEST:**

Amendment Type (check all that apply): Text \_\_\_\_\_ Map

Text Amendment(s)

Text to be modified:

This is a request to modify the major thoroughfare plan eliminating the extension of Medical Complex Road through the subject property since it is no longer practical or necessary due to changed circumstances and land uses and allow the 14.45 acre tract to be developed with a multi-family residential development.

Proposed Text Amendment (exact wording):

Questions to be answered in Comprehensive Plan Amendment Request Letter:

- Will the proposed text amendment enhance the City economically?
- Will the proposed text amendment enhance the City aesthetically?
- Is the proposed text amendment consistent with the City's Goals, Objectives, and Actions?
- Does the proposed text amendment encourage a better use of land/property, both for the owner/developer and the City, than that currently recommended by the Plan?
- Will the proposed text amendment impact adjacent residential areas in a positive or negative manner?
- How will the proposed text amendment impact vehicular and pedestrian access, roadway capacity, ingress and egress, and traffic?
- Will the proposed text amendment encourage land use compatibility?
- Does the proposed text amendment present a significant benefit to the public health, safety and welfare of the community?

Map Amendment(s)

Current Comprehensive Plan Designation: Corridor Commercial

Proposed Comprehensive Plan Designation: Multi-Family Residential

Proposed Use of Property: Multi-family Residential

Physical Location of Property: 28121 Calvert Road - Calvert Road at Medical Complex Rd  
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: 14.45 ac  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Unzoned

Current Use of Property: Vacant Ag/Timber

HCAD Identification Number: 0430410000010

Property Acreage: 14.45 ac total

Questions to be answered in Comprehensive Plan Amendment Request Letter:

- Will the proposed map amendment enhance the City economically?
- Will the proposed map amendment enhance the City aesthetically?
- Is the proposed map amendment consistent with the City's Goals, Objectives, and Actions?



**From:** [noreply@tomballtx.gov](mailto:noreply@tomballtx.gov)  
**To:** [Kimberly Chandler](#)  
**Subject:** Receipt #R01332315  
**Date:** Thursday, September 1, 2022 11:16:54 AM

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401 Market Street  
401 Market Street  
Tomball, TX 77375  
(281) 351-5484

-----  
DATE : 9/1/2022 11:15 AM  
OPER : RP  
TKBY : 8  
TERM : 2  
REC# : R01332315  
130.0000 PLANNING AND ZONING  
comp plan amemdment louis smith 500.00

Paid By:comp plan amemdment louis smith  
2-CK 500.00 REF:w 1036

## **Submittal Requirements**

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Tomball Comprehensive Plan, Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be delivered to the City at least 40 calendar days prior to the City Planning and Zoning Commission hearing date. The following information should be provided in the application package:

- Completed application form
- Comprehensive Plan Amendment request letter
- Plat or survey of property (if applicable)
- Check for \$500.00 (Non-Refundable)
- Conceptual site plan (if applicable)
- Payment of all indebtedness attributed to subject property must be paid with application

The City's staff may require other information and data for specific required plans.

## APPLICATION PROCESS

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. For map amendments, property owners within two-hundred (200) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing. For text amendments, legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing. If a Comprehensive Plan amendment application is received for both a text and map amendment, property owners within two-hundred (200) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be scheduled before the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

**FAILURE TO APPEAR:** It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council without approved delay by the City Manager, or his/her designee, could constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

August 31, 2022

Community Development Department  
Planning Division  
City of Tomball, Texas

Re: Proposed Amendment to Major Thoroughfare Map; Medical Complex Road Extension west from Calvert Road through 14.45 acre tract owned by 2821 Calvert, LLC; Annexation into City of Tomball and Approval of zoning for multi-family residential development;

The current major thoroughfare plan should be revised to eliminate the proposed extension of Medical Complex Road west of Calvert Road. Medical Complex Road was designed to be a bypass loop from east of Tomball to west of Tomball to alleviate congestion on Main Street (FM 2920). The construction of Tomball Parkway (State Highway 249) did not include an overpass at Calvert Road for Medical Complex Road to connect from the east to the west side of the freeway, thus eliminating completion of the Medical Complex bypass. It is not economically feasible or physically practical to construct an over pass or underpass across State Highway 249. Medical Complex Road is a two lane street extending one block between SH 249 and Calvert Road, with a very low traffic count and nothing in the foreseeable future to change that (see Major Thoroughfare Plan). Widening Medical Complex between SH 249 Bypass and Business State Highway 249 to accommodate an overpass is probably not physically possible from an engineering standpoint, due to the short distance, and even if possible would damage the existing hotel, bank, and shopping centers, due to the required right-of-way widening necessary.

Harris County Flood Control District is constructing a major regional storm water detention project extending from State Highway 249 south across FM 2920 to a massive storm water detention basin at Holdereith Road. A large detention basin is being constructed on Calvert Road at FM 2920 with a wide drainage corridor including detention ponds which would require bridging the drainage facility. If Medical Complex was to be extended to the west (see HCFCD M124 plan). The cost to build the Medical Complex extension along with the right-of way cost makes this extension impractical, almost physically impossible, and not economically feasible.

A loop already exists to eliminate traffic around the intersections of FM 2920, State Highway 249 bypass and Business State Highway 249. It's Calvert Road to Alice Road which has an overpass over State Highway 249 connecting the east and west sides of State Highway 249, to Business State Highway 249 and to the eastern part of Tomball (see Major Thoroughfare Plan). Based on the existing circumstances it would make a lot more sense to place Calvert Road on the major thoroughfare plan connecting to Holderith Road; and Alice Road (Theiss Lane) under State Highway 249 Bypass.

The subject property is on the Future Land Use Plan as Corridor Commercial which is no longer possible because Harris County Flood Control District condemned the north 20.51 acres of the

Community Development Department  
Planning Division  
August 31, 2022  
Page Two

parent tract and the FM 2920 frontage. The 20.51 needs to be changed to parks and open space. The 14.45 acre tract can no longer be Corridor Commercial since it is no longer adjacent to the FM 2920 corridor and will be a less intense use (see Future Land Use Plan).

The 14.45 acre tract has been identified by several multi-family residential as ideal for multi-family development. We currently have offers to purchase the site for multi-family development. Kittle Property Group has proposed a 240-260 unit development with 1, 2 & 3 bedroom units (see attached brochure).

The proposed change to the major thoroughfare plan, the annexation, and multi-family zoning would facilitate new multi-family development, providing new needed modern housing, and have a large economic impact on the community providing increased sales to all local businesses. It will increase the property tax base by \$35-\$50 million, allowing the city to increase infrastructure spending and city services.

It will increase the City aesthetically and bring new growth and development to the neighborhood, encourage better uses of the surrounding land and use.

Calvert Road and Medical Complex Road are currently a low traffic count thoroughfares and the proposed development will have minimum impact on roadway capacity, ingress and egress and traffic flow.

This development will be a significant benefit to overall welfare of the community.

Respectfully Submitted,



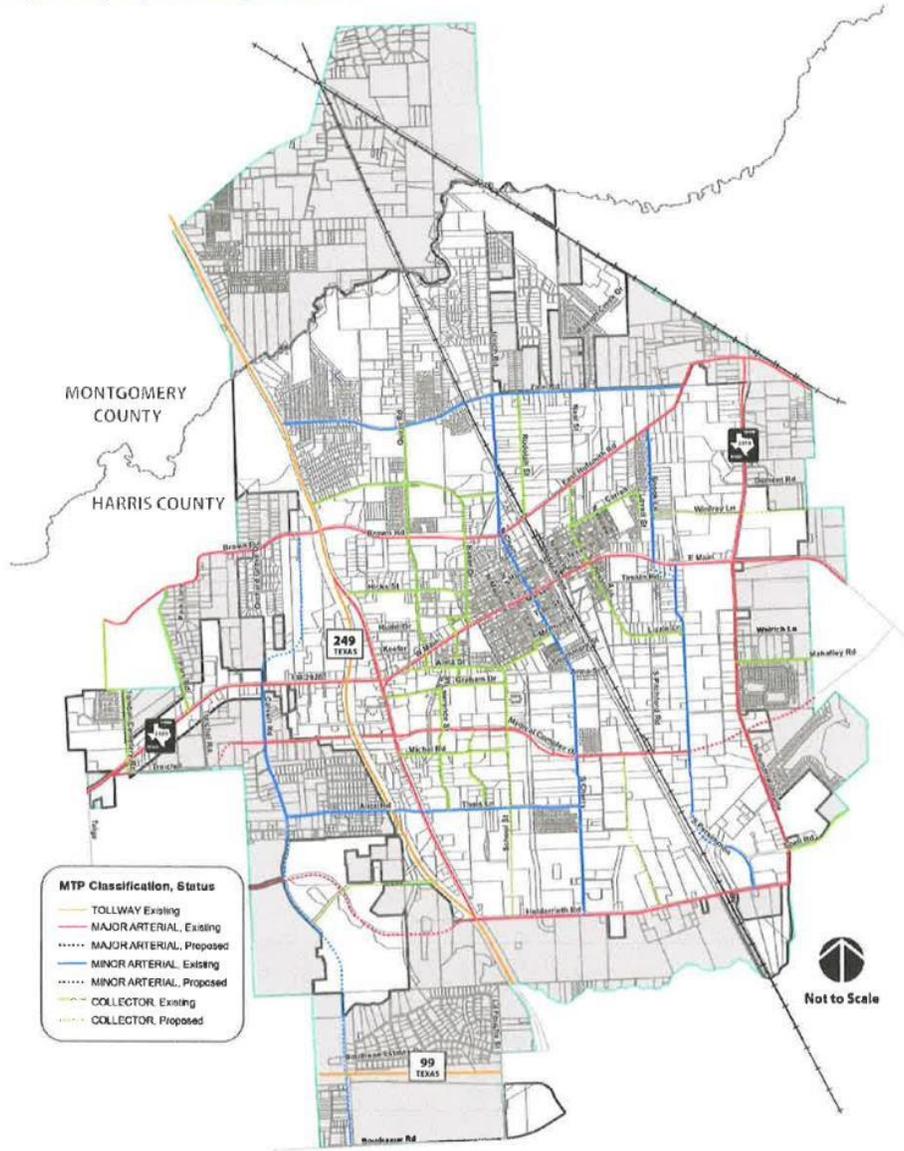
S. Louis Smith

Enclosures  
Aerial of Subject Property  
Major Thoroughfare Plan  
Photo of Medical Complex Road & SH 249 & Calvert Road & Medical Complex  
Harris County Flood Control District M124 Schematic  
Future Land Use Plan  
Kittle Property Group Brochure

**SUBJECT 14.45 ACRES & 20.51 ACRES HCFC D TRACT**



Figure 4.6, Major Thoroughfare Plan

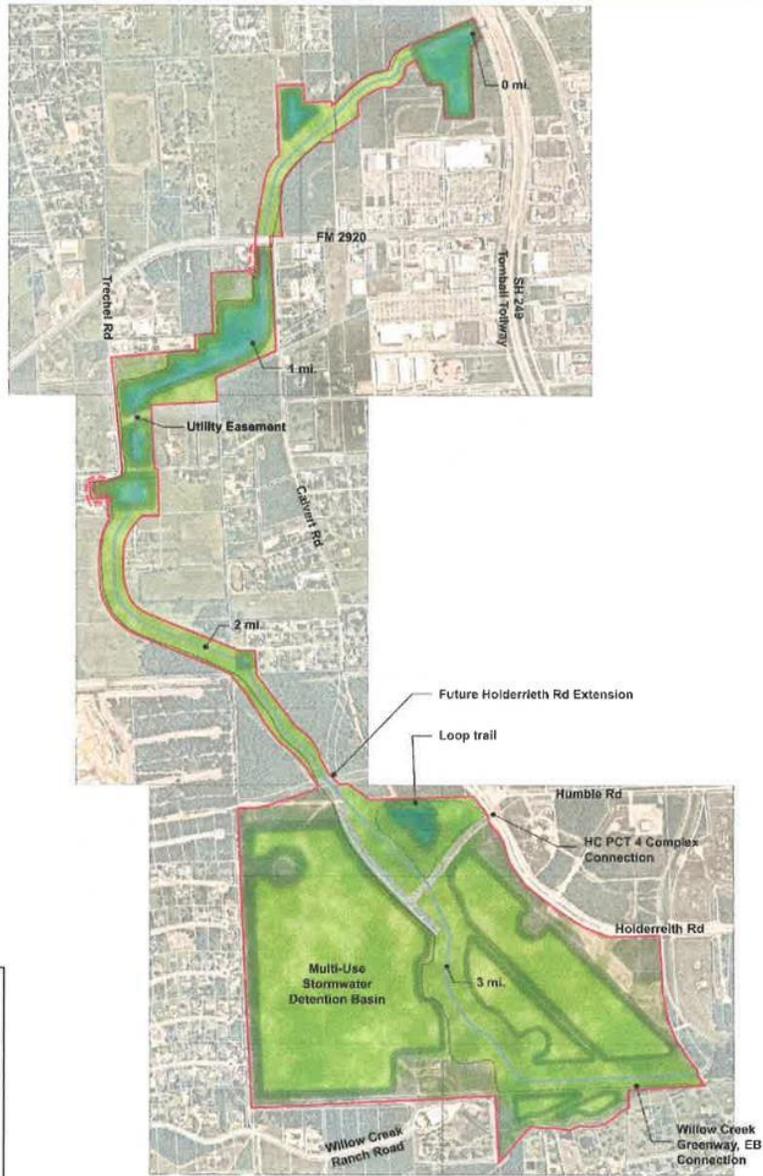




MEDICAL COMPLEX ROAD FACING EAST TERMINATING INTO STATE HIGHWAY 249, ELEVATED MAIN LANES. NO OVERPASS AND NO WAY TO CROSS.



MEDICAL COMPLEX ROAD FACING WEST AT CALVERT ROAD. SUBJECT IN BACKGROUND ON FAR SIDE OF CALVERT ROAD.

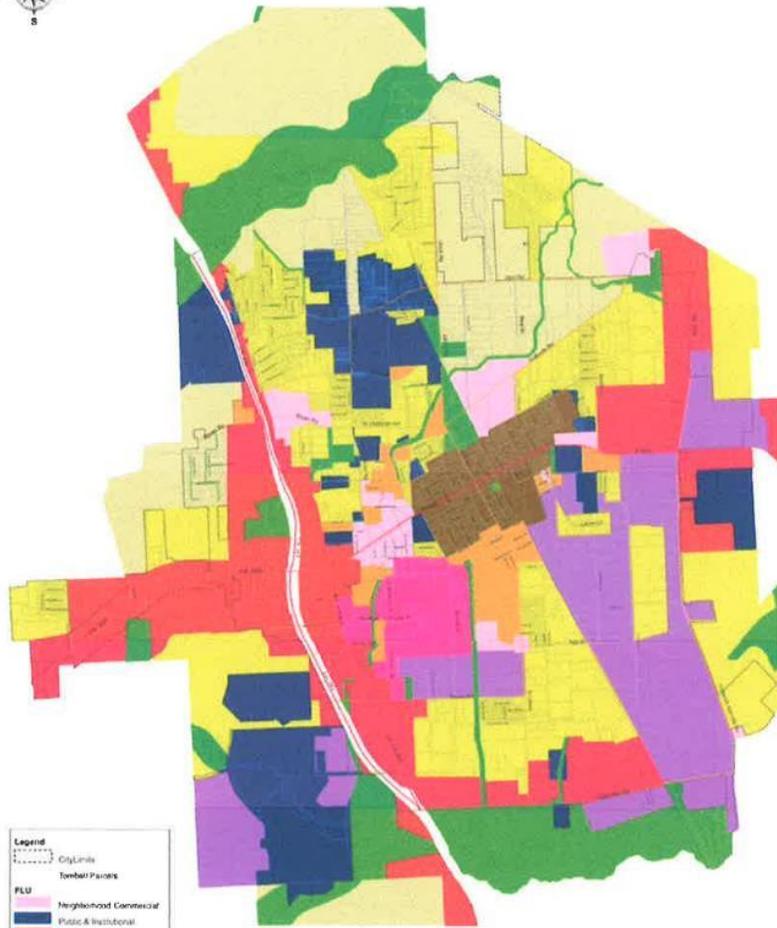


**LEGEND**

- Proposed Project Boundary
- Potential Multi-use Hike and Bike Trail
- Potential Connection
- Potential Landscape
- Constrained Corridor

North

City of Tomball, Texas  
**Future Land Use**  
Revised November 4, 2019



- Legend**
- City Limits
  - Tomball Parcels
- FLU**
- Neighborhood Commercial
  - Public & Institutional
  - Corridor Commercial
  - Old Town
  - Neighborhood Residential
  - Medical District
  - Transitional Residential
  - Ranch Rural & Estate
  - Parks & Open Space
  - Business Park and Industrial





**About Us**

Kittle Property Group, Inc. (KPG) is the successor to companies that have been around since 1948 and has developed and managed multifamily homes for over 70 years. We develop, build, manage and own multifamily rental housing and self-storage facilities throughout the United States. Our most valuable asset, our team, has extensive experience in property development, real estate finance, multifamily housing construction, property management and compliance. Our vertically integrated structure means we have the experience and the expertise on hand to successfully offer partners the services and products that will complete a project from beginning to end.

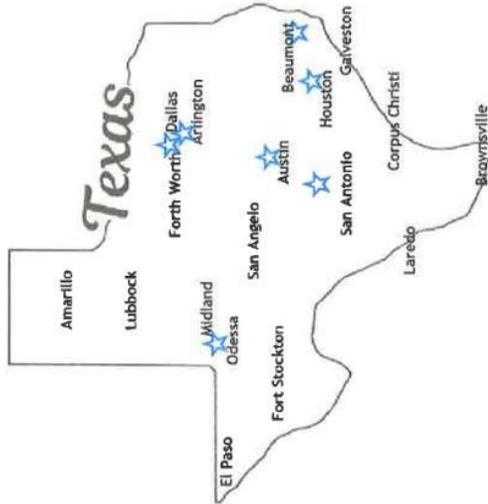
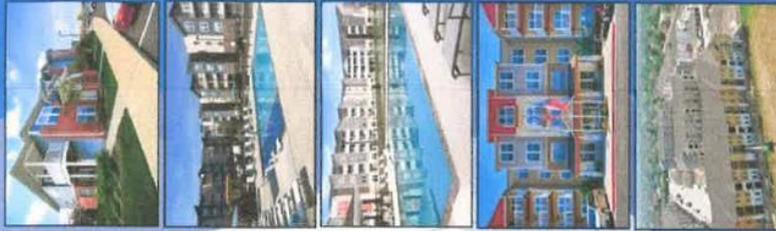
**Fifteen communities in Texas since 2011 (and growing..)**

- ▶ Taylor – Main Street Commons
- ▶ McGregor – Rache' Commons
- ▶ New Braunfels – Residences of Solina Village
- ▶ Justin – Bishop Gardens
- ▶ Odessa – Tre Grove
- ▶ Beaumont – Cypress Place
- ▶ Beaumont – C'ia Daviken Cottages
- ▶ Beaumont – Promenade\*
- ▶ Beaumont – Laurel Vista
- ▶ Winnie – Marjorie Station
- ▶ Allen – Chaparral Townhomes
- ▶ Houston – Tre Vico
- ▶ Houston – Estates at Ellington
- ▶ San Antonio – The Marriage\*
- ▶ Austin – Agave East\*

\*Under Construction

Carly Gast, Development Director – Kittle Property Group, Inc. – 641-832-9088 – [cgast@kittleproperties.com](mailto:cgast@kittleproperties.com)

- A. Casey Acres - Westfield, IN
- B. Ashford Park - Columbus, IN
- C. The Promenade - Beaumont, TX
- D. Main Street Commons - Taylor, TX
- E. The Marriage - San Antonio, TX (under construction)



▶ **Typical community size:** 200-300 units

▶ **Building types:**

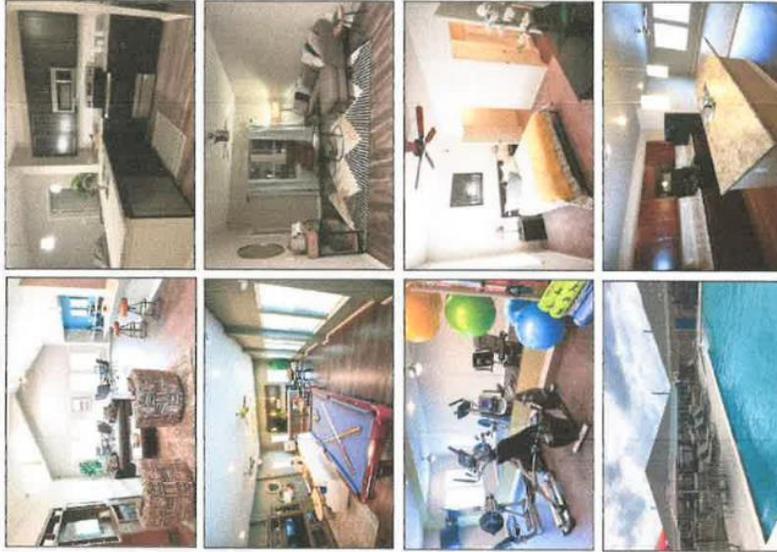
- ▶ General population: 2-3 story garden style, breezeway buildings
  - ▶ 1-, 2-, 3-, & up to 4-bedroom units
- ▶ Senior: 3-4 story interior corridor/elevator served buildings and/or 1 story "cottage" (duplex) style buildings
  - ▶ 1- & 2-bedroom units

**Typical Community Amenities:**

- Onsite management/leasing office
- Community room
- Fitness center
- Business center with computers
- Activity room
- Game room
- Swimming pool
- BBQ grill/picnic area
- Playground
- Dog park

**Typical Resident Services:**

- Onsite Food Pantry
- Annual Health Fair
- Partnership with local law enforcement and/or first responders for on-site social events intended to foster relationships with residents
- Annual Income Tax Preparation
- Twice monthly arts, crafts, and recreational activities
- Twice monthly onsite social events



ORDINANCE NO. 2022-39

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE TOMBALL COMPREHENSIVE PLAN BY CHANGING THE MAJOR THOROUGHFARE PLAN MAP BY REMOVING THE PROPOSED MINOR ARTERIAL EXTENSION OF MEDICAL COMPLEX DRIVE; PROVIDING FOR SEVERABILITY; 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, the 28121 Calvert LLC desires to amend the Major Thoroughfare Plan Map of the Tomball Comprehensive Plan (Plan); and

Whereas, the Planning and Zoning Commission and the City Council of the City of Tomball, Texas have published notices and conducted public hearings regarding the amendments to the Plan and all persons were given the opportunity to present verbal and written testimony; and

Whereas, the Planning and Zoning Commission has evaluated such amendments and has recommended approval to the City Council; and

Whereas, the City Council deems it appropriate to approve the amendments to the Major Thoroughfare Plan Map in the Plan.

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 Plan is intended to provide long-range guidance relative to thoroughfare construction.

**Section 3.** The Major Thoroughfare Plan Map is hereby amended by the City Council as indicated on Exhibit “A”, being attached hereto and made a part hereof for all purposes.

**Section 4.** The City Council reserves the right to amend the Plan by adding or removing components or by amending in part or in whole any components of the Plan.

**Section 5.** Pursuant to the authority provided in the charter and ordinances of the City, the Planning and Zoning Commission shall periodically review the projection assumptions, changing growth patterns, and planning guidelines that provide the foundation for the policies contained in the Plan and shall recommend such amendments as it deems appropriate for the purpose of keeping the Plan relevant and useful as a guide for growth, revitalization and renewal of the City.

**Section 6.** The amendment to the Major Thoroughfare Plan Map is depicted in Exhibit “A”, is attached hereto and made a part of hereof for all purposes.

**Section 7.** All ordinances or portions thereof, of the City of Tomball, in conflict with the provisions of this ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

**Section 8.** All references to the Tomball Comprehensive Plan Major Thoroughfare Plan Map shall henceforth refer to such as are here adopted.

**Section 9.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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 17<sup>TH</sup> DAY OF OCTOBER 2022.

COUNCILMAN FORD \_\_\_\_\_  
COUNCILMAN STOLL \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN TOWNSEND \_\_\_\_\_  
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 7<sup>TH</sup> DAY OF NOVEMBER 2022.

COUNCILMAN FORD \_\_\_\_\_  
COUNCILMAN STOLL \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN TOWNSEND \_\_\_\_\_  
COUNCILMAN PARR \_\_\_\_\_

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary



# Tomball Legacy Fund Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 17, 2022

#### Topic:

Confirm/Appoint/Reappoint Member to Director Position 7 for the 2022 Tomball Legacy Fund, Inc. Board of Directors as Required under Sec. 4.02, Bylaws

#### Background:

Council, as the Board of Directors, serves in Positions 1 through 6. Position 7 shall be filled by one (1) member who shall be appointed by City Council. 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.

Meagan Mageo was appointed by Council to Director Position 7 on May 2, 2022.

We have received applications from the following individuals to serve in Position 7 on the Tomball Legacy Fund Board of Directors:

Meagan Mageo – currently serving on Tomball Legacy Fund  
Becky Loving – appointed to Tourism Advisory Committee  
Colleen Pye – appointed to Alternate 1, Board of Adjustments

We have received no other applications.

A question was raised in the October 3, 2022 Council meeting, regarding possible conflict of interest in the appointment of Ms. Mageo. The Tomball Legacy Fund Bylaws, Potential Conflicts of Interest; Code of Ethics., 5.03., state: *“The members of the Board of Directors shall be governed by the Code of Ethics of the City of Tomball, Texas. If a Director has a substantial interest in a business entity or real property which is the subject of deliberation by the Board, the Director shall file an affidavit with the secretary of the corporation stating the nature and extent of the interest. Such affidavit shall be filed prior to any vote of decision upon the matter by the Board, and the interested Director shall abstain from any vote or decision upon the matter.”*

**Origination:** City Secretary

**Recommendation:**

N/A

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

Doris Speer, City Secretary

**BYLAWS**  
**OF THE**  
**TOMBALL LEGACY FOUNDATION**

These Bylaws govern the affairs of the TOMBALL LEGACY FOUNDATION (the "Corporation"), a Texas nonprofit corporation created pursuant to the Texas Non-profit Corporation Act (the "Act"), and other applicable laws.

**ARTICLE I**

**PURPOSE**  
**Public Purpose**

- 1.01. The Corporation is incorporated as a nonprofit corporation for the purposes set forth in the Articles of Incorporation. The Corporation is a nonprofit corporation as defined by the Internal Revenue Code of 1986, as amended, and the applicable rulings of the Internal Revenue Service of the United States prescribed and promulgated thereunder.

**Powers**

- 1.02. In the fulfillment of its corporate purpose, the Corporation shall be governed by the Texas Nonprofit Corporation Act, and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed herein.

**ARTICLE II**

**OFFICES**  
**Principal Office**

- 2.01. The Corporation's principal office in Texas is located at 401 Market Street, Tomball, Texas, 77375.

**Registered Office and Agent**

- 2.02. The Corporation shall maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's

principal office in Texas. The Board of Directors may change the registered office and the registered agent as permitted by law.

### **ARTICLE III**

#### **BOARD OF DIRECTORS Management of the Corporation**

- 3.01. The affairs of the Corporation shall be managed by the Board of Directors.

##### **Number, Qualifications and Service of Directors**

- 3.02. The business of the Corporation and all corporate powers shall be executed by or under authority of the Board of Directors (the "Board") subject to the limitations imposed by the Texas Nonprofit Corporation Act, the Texas Business Corporation Act, the Articles of Incorporation, and these Bylaws. The Board may, by contract, resolution, or otherwise, give general or limited or special power and authority to the officers and employees of the Corporation to transact the general business or any special business of the Corporation, and may give powers of attorney to agents of the Corporation to transact any special business requiring such authorization. The Board of Directors shall consist of the Mayor and City Council of the City of Tomball, Texas for terms concurrent with the respective terms of each member of the City Council.

##### **Annual Meeting**

- 3.03. The annual meeting of the Board of Directors shall be held during the month of May of each year. The Board shall designate the time and location of the annual meeting which shall be held in the principal offices of the corporation or at such other location as the Board may designate.

##### **Regular Meetings**

- 3.04. The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The meeting shall be held within the City of Tomball, Texas, and, to the extent practical, at the principal offices of the Corporation or at such other location as the Board may designate.

##### **Special Meetings**

- 3.05. Special meetings of the Board of Directors may be called at the request of the president or any two Directors. The person(s) calling the meeting shall fix the time and location of the meeting, which meeting shall be conducted within the City of Tomball, Texas, as provided above for regular meetings. The person(s) calling a

special meeting shall notify the secretary of the Corporation of the information required to be included in the notice of the meeting. In addition to the posting of a meeting notice in accordance with these Bylaws, a copy of each such meeting notice shall be delivered to each Director not less than seventy two (72) hours before the time of the meeting. A meeting notice shall be deemed delivered to any Director when delivered to the Director in person or deposited in the United States mail addressed to the Director at his or her address as it appears on the records of the Corporation. Such additional notice may be waived in writing by a Director at any time either before or after the time of the meeting and such additional notice shall be deemed waived by attendance.

### **Notice of Meetings; Open Meetings**

- 3.06. Meetings of the Board of Directors are subject to the open meetings law, Chapter 551, Government Code.

### **Quorum**

- 3.07. Four (4) Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The presence of a Director may not be established by proxy. No business shall be conducted, nor shall any action be taken by the Board, in the absence of a quorum.

### **Duties of Directors**

- 3.08. 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.

### **Actions of Board of Directors: Proxy Voting Prohibited**

- 3.09. The vote of a majority of Directors present at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors. The president shall be entitled to vote on all matters before the Board. A director may not vote by proxy.

### **Minutes**

- 3.10. The Board of Directors will keep minutes of its meetings, which minutes will constitute the record of such meetings.

### **Committees of Directors**

- 3.11. The Board of Directors may by resolution establish one or more special or standing committees of its members. Such committees shall have the powers, duties and responsibilities established by the Board. The committees shall keep regular minutes of their meetings and report the same to the Board when required. The action of such a committee shall not constitute action by the Board.

### **Compensation**

- 3.12. The duly appointed members of the Board shall serve without compensation, but may be reimbursed for actual or commensurate cost of travel, lodging and incidental expenses while on official business of the Board in accordance with State law and the rules of the Board.

## **ARTICLE IV**

### **OFFICERS**

#### **Officer Positions**

- 4.01. The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer. The Board of Directors may create additional officer positions, define the authorities and duties of such additional positions and appoint persons to fill such positions. No person may hold more than one such office.

#### **Election and Terms of Officers**

- 4.02. The officers of the Corporation shall be elected annually by the Board of the Directors at the regular annual meeting.

#### **Removal of Officers**

- 4.03. Any officer may be removed by the Board of Directors at any time, with or without cause. The removal of an officer by the Board does not result in the removal of such person as a Director of the Corporation.

#### **Vacancies**

- 4.04. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

### **President**

- 4.05. The president shall be the chief executive officer of the Corporation. The president shall supervise and control all of the business and affairs of the Corporation. The president shall preside at all meetings of Board of Directors. When the execution of any contract or installment shall have been authorized by the Board, then the president shall execute same except where such power is expressly delegated to another officer of the Corporation. The president shall perform other duties prescribed by the Board and all duties incident to the office of president.

### **Vice President**

- 4.06. When the president is absent, is unable to act, or refuses to act, the vice president shall perform the duties of the president. When acting in place of the president, the vice president shall have all the powers and duties as the president and be subject to all of the limitations and restrictions placed upon the president.

### **Secretary**

- 4.07. The secretary shall oversee that the Corporation staff perform the following duties:
- (a) Give all notices as provided in the Bylaws or as required by law.
  - (b) Take minutes of the meetings of the Board of Directors and keep the minutes as part of the corporate records.
  - (c) Maintain custody of the corporate records, authenticate corporate documents and affix the seal of the Corporation as required.
  - (d) Keep a register of the mailing address of each Director and officer of the Corporation.
  - (e) Perform duties as assigned by the president or Board of Directors.
  - (f) Perform all duties incident to the office of secretary.

### **Treasurer**

- 4.08. The treasurer shall oversee that the Corporation staff perform the following duties:
- (a) Have charge and custody of and be responsible for all funds and securities of the Corporation.
  - (b) Receive and give receipts for moneys due and payable to the Corporation from any source.
  - (c) Deposit all moneys in the name of the Corporation in banks, trust companies, or other depositories as provided by these Bylaws.
  - (d) Write checks and disburse funds to discharge obligations of the Corporation.

- (e) Maintain the financial books and records of the corporation.
- (f) Prepare financial reports at least annually.
- (g) Perform other duties as assigned by the Board of Directors.
- (h) Perform all duties incident to the office of treasurer.

#### **Assistant Officers**

- 4.09. The following assistant officers are created to assist the Board of Directors in the conduct of the affairs of the Corporation. They are the Assistant Treasurer and the Assistant Secretary, who shall assist those officers in their respective duties. The assistant officers are not required to be residents of the City.

### **ARTICLE V**

#### **TRANSACTIONS OF THE CORPORATION**

##### **Contracts**

- 5.01. The Board of Directors may by formal action or resolution authorize an officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of or on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of contracts and instruments.

##### **Depository**

- 5.02. The Board of Directors of the Corporation shall designate a depository bank. All funds of the Corporation shall be deposited with the depository bank.

##### **Potential Conflicts of Interest; Code of Ethics**

- 5.03. The members of the Board of Directors shall be governed by the Code of Ethics of the City of Tomball, Texas. If a Director has a substantial interest in a business entity or real property which is the subject of deliberation by the Board, the Director shall file an affidavit with the secretary of the corporation stating the nature and extent of the interest. Such affidavit shall be filed prior to any vote of decision upon the matter by the Board, and the interested Director shall abstain from any vote or decision upon the matter.

## **Transactions of the Corporation**

### **Staff Support**

- 5.04. The Corporation may contract with the City to provide legal, financial and other services for the Corporation upon terms, conditions and compensation as mutually agreeable.

### **Gifts**

- 5.05. The Board of Directors may accept on behalf of the Corporation any gift or bequest provided for the general purposes of or for any special purpose of the Corporation. Special funds shall include all funds from government contracts and gifts designated by a donor for special purposes. All other funds shall be general funds.

### **Prohibited Acts**

- 5.06. As long as the Corporation is in existence, no director, officer or committee member of the Corporation shall:
- (a) Do any act in violation of the Bylaws or bidding obligations of the Corporation.
  - (b) Do any act with the intention of harming the Corporation or any of its operations.
  - (c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation.
  - (d) Receive an improper personal or business benefit from the operation of the Corporation.
  - (e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation.
  - (f) Wrongfully transfer or dispose of Corporation property, including intangible property such as goodwill.
  - (g) Use the name of the Corporation (or any substantially similar) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business.
  - (h) Disclose any of the Corporation business practices, trade secrets or any other information not generally known to the business community to any person not authorized to receive it.
  - (i) Commit Corporation funds without the prior approval of the Board of Directors.

## **ARTICLE VI**

### **BOOKS AND RECORDS Required Books and Records**

- 6.01. The Corporation shall cause to be kept correct and complete books and records of account. All books and records of the Corporation may be inspected by Directors of the Corporation at any reasonable time. The Corporation's books and records shall include:
- (a) A file endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the articles of incorporation, any articles of amendment, restated articles, and statement of change of registered office or agent.
  - (b) A copy of the Bylaws, and any amended versions or amendments to the Bylaws.
  - (c) Minutes of the proceedings of the Board of Directors.
  - (d) A list of names and addresses of the Directors and officers of the Corporation.
  - (e) A financial statement showing the assets, liabilities, and net worth of the Corporation.
  - (f) A financial statement showing the income and expenses of the Corporation.
  - (g) All rulings, letters, and other documents relating to the Corporation's federal, state and local tax status.
  - (h) The Corporation's federal, state and local information or income tax returns for each of the Corporation's tax years.

### **Public Information**

- 6.02. The Board of Directors is subject to the public information law, Chapter 552, Government Code.

### **Audits**

- 6.03. The Board of Directors shall provide for an independent annual audit of the Corporation's books; provided, further, that an annual audit by the City Council of the Corporation's books and records in conjunction with the annual audit of the City's books and records shall be sufficient.

## **ARTICLE VII**

### **FISCAL YEAR**

The fiscal year of the corporation shall begin on the first day of October and end on the last day of September.

## **ARTICLE VIII**

### **AMENDMENTS TO BYLAWS**

The Bylaws may be altered, amended, or repealed by the Board of Directors with the consent of the City Council of the City of Tomball, Texas, as evidenced by a resolution of the City Council with the Bylaws attached.

## **ARTICLE IX**

### **MISCELLANEOUS PROVISIONS**

#### **Legal Authorities Governing Construction of Bylaws**

- 9.01. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. Further, the Bylaws shall be constructed in accordance with the laws of the State of Texas. All references in the Bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of the Development Corporation Act applicable to corporations governed under Chapter 505 of the Texas Local Government Code, are incorporated within these Bylaws by reference. In the event of any conflict between the applicable provisions of the Development Corporation Act and these Bylaws, then the applicable provisions of such Act shall control.

#### **Legal Construction**

- 9.02. If any Bylaw provision is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

### **Headings**

- 9.03. The headings used in the Bylaws are used for convenience and shall not be considered in constructing the terms of the Bylaws.

### **Seal**

- 9.04. The Board of Directors may provide for a corporate seal. Such seal would contain the words "Tomball Legacy Foundation".

### **Parties Bound**

- 9.05. The Bylaws shall be binding upon and inure to the benefit of the Directors, officers and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors and assigns except as otherwise provided in the Bylaws.

### **Effective Date**

- 9.06. These Bylaws, and any subsequent amendments, hereto, shall be effective of and from the date upon which approval has been given both by the Board of Directors and the City Council of the City of Tomball, Texas.

### **Miscellaneous Provisions**

- 9.07. The Corporation shall indemnify any Director or officer or former Director or officer of the Corporation for the expenses and costs, including attorney fees, actually and necessarily incurred by said officer or director in connection with any claim asserted against said officer or director by action in court or otherwise by reason of such person being or having been a director or officer, except in relation to matters as to which said person shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

### **Corporation May Provide Insurance**

- 9.08. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation to insure such person against any liability asserted against said person by reason of such person being or having been a director, officer, employee or agent of the Corporation. The premiums for such insurance shall be paid for by the Corporation.

**Dissolution of the Corporation**

9.09. The Corporation is a nonprofit corporation. Upon dissolution, all of the Corporation's assets shall be distributed to the City of Tomball.

Signed this 6th day of October, 2014.

/s/ Brett Tynes  
SECRETARY OF THE CORPORATION

**ORDINANCE NO. 2013-08**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, ESTABLISHING THE TOMBALL LEGACY FUND, INC. FOR THE PURPOSE OF RECEIVING PRIVATE AND/OR CORPORATE GRANT FUNDS; SAID FUNDS TO BE USED ON BEHALF OF THE CITY OF TOMBALL, TEXAS FOR PROJECTS SERVING THE TOMBALL COMMUNITY; PROVIDING FOR THE SELECTION OF SEVEN (7) MEMBERS TO COMPRISE THE TOMBALL LEGACY FUND, INC. BOARD OF DIRECTORS AND FOR THE MANNER OF SELECTION AND PERIOD OF SERVICE OF SUCH MEMBERS; PROVIDING FOR DUTIES AND PROCEDURES FOR THE TOMBALL LEGACY FUND, INC. BOARD OF DIRECTORS; CONTAINING RECITATIONS; 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.**

\* \* \* \* \*

**WHEREAS**, the City Council finds it is appropriate to establish a 501(c)(3) organization, a nonprofit corporation created pursuant to the Nonprofit Corporation Act (the “Act”), for the purpose of receiving private and/or corporate grant funds, to be known as the Tomball Legacy Fund, Inc. to supplement the City of Tomball’s ability to fund various programs, projects, events and other expenditures benefitting the Tomball community; **now, therefore,**

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

**Section 1.0 Recitations.** Recitations stated above are hereby found to be true and correct.

**Section 2.0. 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.

**Section 3.0. Selection and Term.** 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.

**3.1** The periods of service of the members shall, for purpose of this Ordinance commence on August 5, 2013 and expire as noted above.

**Section 4. 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. The 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 the Texas Open Meetings Act and that advance public notice of the time, place, and purpose of the meetings was given.

**Section 5. 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 or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of 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 6. Repealer.** All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are to the extent of such inconsistency or conflict repealed.

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 15TH DAY OF JULY 2013.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN BROWN	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN DODSON	<u>AYE</u>

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 5TH DAY OF AUGUST 2013.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN BROWN	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN DODSON	<u>AYE</u>

Gretchen Fagan  
GRETCHEN FAGAN  
Mayor

ATTEST:

Doris Speer  
DORIS SPEER  
City Secretary



**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: 9/23/22

Name: Meagan Mageo

Phone: 281-290-1411  
(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
(Work)

City/State/Zip Montgomery, TX 77316

Cell: \_\_\_\_\_

Email: mmageo@tomballtx.gov

I have lived in Tomball 0 years.

I am  am not  a U.S. Citizen

Occupation: Project Manager for the City of Tomball  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Professional and/or Community Activities: Urban Management Professional of Southeast Texas Board, GTACC Taste of Tomball Board, GTACC Women's Committee  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach a short biography to this application.**

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

I was recently appointed by Council to serve on the Legacy Fund, and as a City employee several of the projects I am responsible for receive donations through the fund and I would love to continue to be on the board for it.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation
  
- Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee  
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

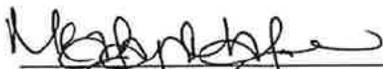
- Tomball Legacy Fund, Inc.  
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

\*\*\*\*\*

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



Signature of Applicant

*(Must be signed/signature typed in)*

Please return this application to:

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

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

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

**FORM CIQ**

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

**OFFICE USE ONLY**

Date Received

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

Meagan Mageo

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.

Project Manager - City of Tomball

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(b-1).

7   
Signature of vendor doing business with the governmental entity

9/23/2022  
Date

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

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

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

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

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

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

\*\*\*  
(2) the vendor:

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

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

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

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

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

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

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

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

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



## 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

9/23/2022  
Date

Meagan Mageo

Board Member's Printed Name

**Appendix D**

**Acknowledgment of Receipt and Understanding**

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on September 23, 2022 (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

Meagan Mageo  
Printed Name of Applicant

9-23-2022  
Date:

## Meagan Mageo Biography

I have been employed with the City of Tomball since October 2014. I was hired as the Administrative Assistant for the Assistant City Manager, and was promoted to Project Coordinator in October 2015. During my time as a Project Coordinator, I obtained my Masters in Public Administration with a field of study in Emergency Management in hopes of being able to advance my career but more importantly be an asset to the community and residents I am privileged to serve.

During my employment with the City I have taken on numerous projects and been afforded the chance to learn so much about local government from those I work closely with. In March 2022, I was promoted to Project Manager which granted me more responsibility when it came to the projects I had always been assisting with. My new role has provided me with so many learning and growth opportunities for my profession and each day I look forward to the new and exciting things to come.

In May 2022, I was nominated by Councilman Stoll to serve on the Legacy Fund for Position 7, which does not require residency in Tomball. After the election I was reconfirmed on the board to a term to match Mayor Quinn's. I was honored by the nomination to the board, and I would love to continue serving in my position as many of my projects have fundraising and donation possibilities that the Legacy Fund is utilized for. I would love to see the Legacy Fund used to its capabilities and engage the community in fundraising opportunities that benefit the community and residents.





## 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: 9/21/22

Name: Becky Nelson Loving

Phone: n/a

(Home)

Address: \_\_\_\_\_

Phone: n/a

(Work)

City/State/Zip Tomball, TX 77375

Cell: 832-221-6572

Email: \_\_\_\_\_

I have lived in Tomball 9 years.

I am  am not  a U.S. Citizen

Occupation: Currently retired. My most recent employment prior to retirement was as the Executive Director of Tomball Emergency Assistance Ministries (TEAM).

Professional and/or Community Activities: In my position as Executive Director of TEAM, I had a great deal of involvement with numerous community entities, including many local churches, the Tomball Chamber of Commerce, TRHF and the THC, the Lion's Club, the Tomball Pregnancy Center, Lone Star College, the Junior League, and City employees including Rob Hauck, Mike Baxter, Randy Parr, and Craig Bogner.

Additional Pertinent Information/References:

References: Judy Cintron (832-331-5412), Mary McCoy (281-507-8693),  
Jeff Love (281-703-9989), Bruce Hillgeist (281-782-1408),  
Karen Giles (517-648-4159)

Please attach a short biography to this application.

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

The primary reasons I would like to serve on the BOA, Legacy Fund, or the DTAC are to give back to our community by ensuring managed growth that protects the natural beauty of Tomball, to preserve and develop the character of Old Town, and to foster old, and promote new, ideas to attract businesses and draw crowds to our town events.

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation
- Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

\*\*\*\*\*

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

**FORM CIQ**

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

<b>OFFICE USE ONLY</b>
Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**  
**Not applicable**

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

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

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?  
 Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?  
 Yes       No

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

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

**7**  
 \_\_\_\_\_  
 Signature of vendor doing business with the governmental entity      \_\_\_\_\_  
 Date

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

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

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

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

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

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

\*\*\*  
(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

**FORM CIS**

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

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

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

**OFFICE USE ONLY**

Date Received

**1 Name of Local Government Officer**

**Not applicable**

**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 **Not applicable** and my date of birth is \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Local Government Officer (Declarant)

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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**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.

Becky Loving  
Board Member's Signature

9-22-2022  
Date

Becky Loving  
Board Member's Printed Name

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BECKY NELSON LOVING

TOMBALL, TX 77375

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**GENERAL INFORMATION:** I was born and raised in the Spring Branch area of Houston, graduated from U.T.-Austin and attended Southwestern Baptist Theological Seminary for 2 years. I am

**CURRICULUM VITAE HIGHLIGHTS:**

I served 25 years in various positions in the field of Education. I also served a total of 20 years in the field of Social Work, which most recently included time as the Executive Director of Tomball Emergency Assistance Ministries (TEAM). During my tenure at TEAM, I completely revamped the TEAM Resale Store - increasing the store profit margin by 90% over a three year period. I also increased the number of regular volunteers from 12 to over 50, and added intermittent volunteers from the National Charity League, the Lion's Club, the Latter Day Saints, as well as church groups and businesses who sent volunteers periodically. In addition, I completely restructured the charities side of TEAM and brought our rating with the Houston Food Bank up from a D to an A+ rating. Prior to my coming, TEAM had never applied for or received grants. I was able to secure numerous new grants, including large grants from The United Way for client rental assistance, as well as from the Tomball Regional Health Foundation for client dental needs. I established the "Good Eats Program," which provided food for school children during the summer, the Lone Star College "Food for Students Program," which provided food for low income students, and a client transportation program using Neal's Wheels. I also created a "Client Jobs Program," in conjunction with the Texas Workforce Commission. Additionally, I organized 7 churches during the aftermath of Hurricane Harvey to help with the storage and collection of a massive number of donations that flowed in, as well as organizing the distribution of donations to people in need in Tomball, and in locations all around the Houston Metroplex area. I also organized TEAM's first fundraiser.

In the 10 years prior to being the Executive Director of TEAM, I taught middle school Gifted & Talented Science, I was employed by The Lunar and Planetary Institute as an Education Specialist, developing space science educational curriculum for teachers. I also did contract work regularly for Johnson Space Center, JPL, and Goddard Space Flight Center, among others.

Currently I am retired.

As a citizen who loves our community and is devoted to maintaining the old town feel of Tomball, while recognizing the need for managed development, I would find it interesting, challenging, and fulfilling to serve on the Tomball Economic Development Corporation Board.

**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 9/21/2022 (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.

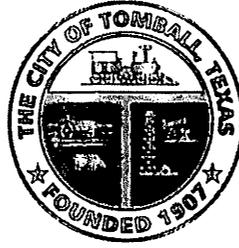
Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

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

Becky Nelson Loving  
Signature of Applicant for Appointment

Becky Nelson Loving  
Printed Name of Applicant

9-27-2022  
Date:



**CITY OF TOMBALL**

**APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES**

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

Please Type or Print Clearly:

Date: 9/9/2022

Name: Colleen Rye

Phone: 281-932-2784  
(Home)

Address: 207 Florence St

Phone: \_\_\_\_\_  
(Work)

City/State/Zip Tomball, TX 77375

Cell: 281-932-2784

Email: info@colleenrye.com

I have lived in Tomball 7 years.

I am  am not  a U.S. Citizen

Occupation: Reactor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Professional and/or Community Activities: Volunteer @ TEAM  
Support Local area businesses, Volunteer with  
Farmers Market (garden) coming up

Additional Pertinent Information/References: \_\_\_\_\_

John Ford

Lisa Daniels

Please attach a short biography to this application.

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

I love this town. It is the friendliest place I have "EVER" lived. My husband and I support area restaurants and shoppes whenever we can. We put together a magazine for our "short term rentals" that feature area business. We also placed and paid for 4 non profits.

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

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

Meeting Information

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

Separate Legal Entities

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

Meeting Information

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

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

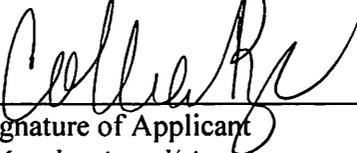
- (2)  Tomball Legacy Fund, Inc.
- Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

\*\*\*\*\*

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



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

Please return this application to:

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

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

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 178, Local Government Code, by a vendor who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(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 178.008(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

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

*NA*

**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.

*NA*  
Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

**FORM CIS**

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

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

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

**OFFICE USE ONLY**

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

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

\_\_\_\_\_  
Signature of Local Government Officer

**Please complete either option below:**

(1) Affidavit

NOTARY STAMP/SEAL

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

Or

(2) Unsworn Declaration

My name is \_\_\_\_\_ and my date of birth is \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Local Government Officer (Declarant)

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

---

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

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

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

\*\*\*

- (2) the vendor:

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

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



## Board Member Election on Disclosure

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

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

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

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

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

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

- home address
- home telephone number
- personal email address
- cell or pager numbers not paid for by the City
- emergency contact information
- information that reveals whether I have family members.

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

Colleen Pye  
Board Member's Signature

9/9/2022  
Date

Colleen Pye  
Board Member's Printed Name

**Appendix D**

**Acknowledgment of Receipt and Understanding**

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 9/9/2022 (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.

Colleen Rye  
Signature of Applicant for Appointment

Colleen Rye  
Printed Name of Applicant

9/9/2022  
Date:

# Tomball City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 17, 2022

**Topic:**

Discussion and Possible Action regarding Developing a Project for a Future Downtown Tomball Advisory Committee

**Background:**

We have received applications from individuals interested in serving on an ad hoc committee, when formed:

Allison Mundy  
Becky Loving – appointed to TAC  
Ellen Warren – serving on BOA  
Lisa Covington – appointed to TEDC  
Matthew Harris – appointed to TAC  
Meagan Mageo – serving on TLF  
Paige Cassell – serving on TAC  
Scott Moore, Jr. – appointed to P&Z  
Ted Mielke – serving on TAC.

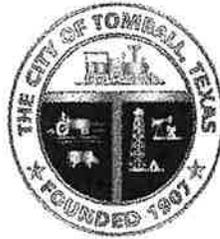
**Origination:** City Secretary

**Recommendation:**

N/A

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

Doris Speer, City Secretary



**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: 9/23/20

Name: Allison Mundy

Phone: \_\_\_\_\_

Address: 500 W Main St

Phone: 281-466-4469 (Home)

City/State/Zip Tomball, TX 77375

Phone: \_\_\_\_\_ (Work)

Email: allison@mundylegalsvcs.com

Cell: 832-372-9033

I have lived in Tomball 11 years.

I am  am not  a U.S. Citizen

Occupation: Managing Attorney and Owner of Mundy Legal Services, PLLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Professional and/or Community Activities: Tomball Chamber of Commerce Board of Directors, Tomball Women's Group Leadership Committee, Houston Bar Association, Houston Northwest Bar Association, Girl Scout Leader, Texas Bar College  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Pertinent Information/References: References include: Bruce Hillegeist 281-351-7222, Dawna Dyson 281-381-0432 , Tony Sorino 281-351-4040.  
I live in the unincorporated portion of Tomball (Northpointe). My office is on Main Street.

**Please attach a short biography to this application.**

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

I love Tomball. I work here, live here, my children go to school here and I shop Tomball. I strive to keep the City of Tomball, Tomball. I want as many people as possible to experience our small town with heart.

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

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

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

Decision-Making Boards and Commissions

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

Meeting Information

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

Separate Legal Entities

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

Meeting Information

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

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

\*\*\*\*\*

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

**Allison Mundy** Digitally signed by Allison Mundy  
Date: 2022.09.23 12:01:39 -05'00'

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

Please return this application to:

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

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

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 20px;">None</p>	<p>Date Received</p>  	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="display: flex; justify-content: space-between; margin-top: 20px;"> <span>Signature of vendor doing business with the governmental entity _____</span> <span>Date _____</span> </p>		

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b> <small>(instructions for completing and filling this form are provided on the next page.)</small>		<b>FORM CIS</b>
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.	<b>OFFICE USE ONLY</b> Date Received: _____	
<b>1 Name of Local Government Officer</b>		
<b>2 Office Held</b>		
<b>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>		
<b>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.</b>		
<b>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).</b>  Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ <small>(attach additional forms as necessary)</small>		
<b>6 SIGNATURE</b> 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.  <div style="text-align: right; margin-right: 100px;">           _____            Signature of Local Government Officer         </div>		
<b>Please complete either option below:</b>		
<b>(1) Affidavit</b>  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 _____ <div style="text-align: center; background-color: black; color: white; padding: 2px;">OR</div>		
<b>(2) Unsworn Declaration</b>  My name is _____ and my date of birth is _____ My address is _____ <small>(street) (city) (state) (zip code) (country)</small> Executed in _____ County, State of _____, on the _____ day of _____, 20_____. <small>(month) (year)</small>  <div style="text-align: right; margin-right: 100px;">           _____            Signature of Local Government Officer (Declarant)         </div>		

**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.

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\*\*\*  
(2) the vendor:

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## Board Member Election on Disclosure

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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.

Allison Mundy Digitally signed by Allison Mundy  
Date: 2022.09.23 12:05:38 -05'00'

Board Member's Signature

9/23/22

Date

Allison Mundy

Board Member's Printed Name

**Appendix D**

**Acknowledgment of Receipt and Understanding**

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 9/23/22 (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.

Allison Mundy

Signature of Applicant for Appointment

Allison Mundy

Printed Name of Applicant

9/23/2022

Date:

Allison Mundy received her Bachelor of Business Administration, magna cum laude, from the University of Oklahoma. She moved to the Houston area in January 2000 and began her career working for ExxonMobil. Allison received her Doctor of Jurisprudence, from South Texas College of Law Houston in 2007, during which she interned at the Harris County District Attorney's Office and participated in a study abroad program in which former Supreme Court Justice Antonin Scalia was her instructor.

After law school, Allison continued her career in the energy industry, working extensively on commercial contract negotiation and market expansion. In her free time, she represented clients with both family law and probate related issues.

In 2016, Allison felt called to serve her community and chose to leave the corporate energy world. Family law was an excellent way to use her experiences in both her personal and professional life, while helping families in her hometown and surrounding areas. At Mundy Legal Services, Allison focuses on family law, wills, probate and guardianship related issues.

Allison is a proud member of several local organizations including the Tomball Chamber of Commerce Board of Directors, the Texas State Bar, the Texas Bar College, Houston Volunteer Lawyers Association, the Northwest Bar Association, and the Tomball Women's Committee, in which she serves as the Vice President of Scholarships. She also was recently added to the Hands of Justice Board of Directors, which is an anti-trafficking non-profit. Allison is in her fifth year as leader of her daughters' Girls Scout troop. Allison was nominated and accepted into the Leadership North Houston class XXV, and is now participates in the alumni chapter. She has been married to her husband Mark for close to twenty years and is the mother of twin daughters.



## 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: 9/19/2022

Name: Matthew W Harris

Phone: 281-731-4971

(Home)

Address:

Phone: 281-731-4971

(Work)

City/State/Zip Tomball, TX 77375

Cell: 281-731-4971

Email: mwh32777@yahoo.com

I have lived in Tomball 1.5 years.

I am  am not  a U.S. Citizen

Occupation: Senior Manager - Global Environmental, Health and Safety for Expeditors International

Professional and/or Community Activities: none currently

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.**

Growing up in the Spring area, i have always been an active member of my community. Five years ago, my company transferred to Washington State, but when an opportunity presented itself to return to Texas we were excited to do so. In Washington I was a member of our local HOA. I am looking for additional opportunity to give back to my community through public service.

**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

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

Meeting Information

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

Separate Legal Entities

- ( 4 ) Tomball Economic Development Corporation
  
- ( ) Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

\*\*\*\*\*

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



Matthew W Harris

---

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  
[csso@tomballtx.gov](mailto:csso@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

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

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

**FORM CIQ**

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. (See Section 176.005(a-1), Local Government Code.)</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.002, Local Government Code. An offense under this section is a misdemeanor.</p>	<p style="text-align: center;"><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>	
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>	

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

**FORM CIS**

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

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>	<p style="text-align: center;"><b>OFFICE USE ONLY</b></p> <p>Date Received _____</p>
<p><b>1 Name of Local Government Officer</b></p>	
<p><b>2 Office Held</b></p>	
<p><b>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b></p>	
<p><b>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.</b></p>	
<p><b>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).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<p><b>6 SIGNATURE</b> I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Signature of Local Government Officer</p> <p style="text-align: center;"><b>Please complete either option below:</b></p> <p><b>(1) Affidavit</b></p> <p>NOTARY STAMP/SEAL</p> <p>Sworn to and subscribed before me this _____ day of _____, 20____, to certify which witness my hand and seal of office.</p> <p>Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath _____</p> <p style="text-align: center;"><b>OR</b></p> <p><b>(2) Unsworn Declaration</b></p> <p>My name is <u>Matthew W Harris</u> and my date of birth is _____</p> <p>My address is _____ <u>Tomball TX 77375 USA</u> _____</p> <p style="text-align: center;">(street) (city) (state) (zip code) (country)</p> <p>Executed in <u>Harris</u> County, State of <u>TX</u> on the <u>19</u> day of <u>September</u>, 20<u>22</u></p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Signature of Local Government Officer (Declarant)</p>	

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

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

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

\*\*\*  
(2) the vendor:

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

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



## Board Member Election on Disclosure

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

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

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

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

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

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

home address

home telephone number

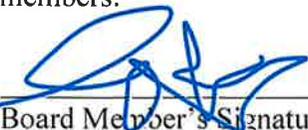
personal email address

cell or pager numbers not paid for by the City

emergency contact information

information that reveals whether I have family members.

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

  
Board Member's Signature

9/19/2022

Date

Matthew W Harris

Board Member's Printed Name

## Appendix D

### Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 9/19/2022 (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

Matthew w Harris

\_\_\_\_\_  
Printed Name of Applicant

\_\_\_\_\_  
Date:

Matthew W Harris

I was born in Denver CO in 1977 and moved to Texas when I was 11 years old. My childhood was filled with wonderful family and lots of competitive sports. I attended Klein High School and later attended Stephen F Austin university. Like many young people, I proved to not be quite ready for the responsibilities of college and returned home in 1995. From there, I entered the workforce and started in with what was to be my first career. I worked at a local Tex-Mex restaurant and found my niche as both a server/bartender and later a manager. The company allowed me to formalize my passion and I later attended school where I received a Culinary degree. I continued to work within the company, steadily climbing the ladder. After steady employment with the same firm for 10 years, I left for an opportunity to open and operate my own restaurants. As you can imagine, this is relentless work and eventually it became too much and I left the hospitality field all together.

It was here where I entered my second career, vastly different than the first. I started working for a global logistics firm in their air export department. Fortunately for me, the company quickly took notice of my insatiable desire to perform well and I again started climbing the ladder. After four years, I was offered a senior level position located in our corporate headquarters in Seattle. After three years in Seattle, the opportunity presented itself to return to Texas which is where I find myself now.



## 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: September 16, 2022

Name: Lisa A. Covington

Phone:

(Home)

Address: 31202 Antonia Ln.

Phone:

(Work)

City/State/Zip Tomball, TX 77375

Cell: (281) 799-1808

Email: LCovington926@yahoo.com

I have lived in Tomball 4 1/2 years.

I am X am not \_\_\_ a U.S. Citizen

Occupation: CPA

Professional and/or Community Activities: Member of American Institute of Certified Public Accountants and Texas Society of CPAs. I am currently not directly involved in community activities in Tomball. But, Tomball has been my home for the majority of my life, and I would very much like to be given the opportunity to serve and give back through a Board appointment.

Additional Pertinent Information/References: \_\_\_\_\_  
I believe my professional experience, love of the City of Tomball and faith will guide me to be a valuable member of a Board/Commission.  
\_\_\_\_\_  
\_\_\_\_\_

**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 see the attached file with an explanation as to why I 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

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

Meeting Information

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

Separate Legal Entities

- (2) Tomball Economic Development Corporation

Meeting Information

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

- (3) Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

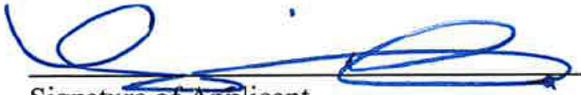
- ( ) Tomball Legacy Fund, Inc.  
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

\*\*\*\*\*

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



Signature of Applicant

*(Must be signed/signature typed in)*

Please return this application to:

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

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

- No conflicts of Interest  
 - Not a Vendor - Form is N/A

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity	<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	Date Received
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>



9/21/2021

**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.)

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

- Form is NA  
 - No conflict of Interest  
 - Not a government officer

 9/21/2021

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

---

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

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

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

\*\*\*

- (2) the vendor:

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

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



## Board Member Election on Disclosure

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

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

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

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

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

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

home address

home telephone number

personal email address

cell or pager numbers not paid for by the City

emergency contact information

information that reveals whether I have family members.

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

  
Board Member's Signature

9/21/2021  
Date

Lisa A. Covington  
Board Member's Printed Name

Statement made by Lisa Covington as to why I would like to be considered for appointment to a City of Tomball Board/Commission.

I would like to be considered for a Board/Commission appointment, because I have the knowledge, expertise, desire, and drive to be a valuable board member/commissioner and to make a positive difference for the City of Tomball. Through my business experience I have learned to understand/interpret laws and regulations, to objectively analyze situations and to make unbiased conclusions. Further, my career has taught me how to work well as a member of a team and how to listen to and value the perspectives and opinions of others. I have also learned the art of being aware of what I know and recognizing when to ask for information and help. Additionally, my knowledge of the history of Tomball for the last 40+ years gives me a valuable perspective on what the best future of Tomball might be. Growing up in Tomball I felt safe and part of a real community. I want future generations to get to experience this. I commit to always being present and prepared for every task. I commit to always striving to use my position for the betterment of the City and its citizens. I commit to always acting with integrity and honesty.

## Biography of Lisa A. Covington

Lisa moved to Tomball in 1979, when she was 6. She attended Tomball Lutheran School (now Salem Lutheran School), Tomball Junior High and Tomball High School. After graduating from Tomball High School in 1992, Lisa attended Baylor University. Lisa graduated cum laude from Baylor University with a Bachelor of Business Administration and a Master of Taxation in 1997.

Lisa began her career as an international tax consultant at Price Waterhouse LP. During her 8+ years with Price Waterhouse (and later PricewaterhouseCoopers), she worked extensively with multi-national corporations and U.S. expatriates performing worldwide tax planning and restructuring. After leaving PwC, she transitioned from public accounting into industry and has since held various positions in tax departments of companies in the Houston area where she has had the opportunity to travel throughout the world.

Lisa lived in the Tomball school district from 2005 through 2013, and made Tomball her permanent home in March 2018 when she bought a house inside the city limits.

Lisa proudly resides in Tomball, her hometown.

**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 Sept 9, 2022 (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

Lisa A. Covington  
Printed Name of Applicant

9/21/2022  
Date:



## CITY OF TOMBALL

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: 9/21/22

Name: Becky Nelson Loving

Phone: n/a

(Home)

Address: \_\_\_\_\_

Phone: n/a

(Work)

City/State/Zip Tomball, TX 77375

Cell: 832-221-6572

Email: \_\_\_\_\_

I have lived in Tomball 9 years.

I am  am not  a U.S. Citizen

Occupation: Currently retired. My most recent employment prior to retirement was as the Executive Director of Tomball Emergency Assistance Ministries (TEAM).

Professional and/or Community Activities: In my position as Executive Director of TEAM, I had a great deal of involvement with numerous community entities, including many local churches, the Tomball Chamber of Commerce, TRHF and the THC, the Lion's Club, the Tomball Pregnancy Center, Lone Star College, the Junior League, and City employees including Rob Hauck, Mike Baxter, Randy Parr, and Craig Bogner.

Additional Pertinent Information/References:

References: Judy Cintron (832-331-5412), Mary McCoy (281-507-8693),  
Jeff Love (281-703-9989), Bruce Hillgeist (281-782-1408),  
Karen Giles (517-648-4159)

Please attach a short biography to this application.

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

The primary reasons I would like to serve on the BOA, Legacy Fund, or the DTAC are to give back to our community by ensuring managed growth that protects the natural beauty of Tomball, to preserve and develop the character of Old Town, and to foster old, and promote new, ideas to attract businesses and draw crowds to our town events.

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation
- Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

\*\*\*\*\*

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

**FORM CIQ**

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

<b>OFFICE USE ONLY</b>
Date Received

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

Not applicable

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

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

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

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

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

Yes       No

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

Yes       No

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

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

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

\_\_\_\_\_  
 Date

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

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

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

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

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

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

\*\*\*  
(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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



## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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.

Becky Loving  
Board Member's Signature

9-22-2022  
Date

Becky Loving  
Board Member's Printed Name

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BECKY NELSON LOVING

TOMBALL, TX 77375

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**GENERAL INFORMATION:** I was born and raised in the Spring Branch area of Houston, graduated from U.T.-Austin and attended Southwestern Baptist Theological Seminary for 2 years. I am

**CURRICULUM VITAE HIGHLIGHTS:**

I served 25 years in various positions in the field of Education. I also served a total of 20 years in the field of Social Work, which most recently included time as the Executive Director of Tomball Emergency Assistance Ministries (TEAM). During my tenure at TEAM, I completely revamped the TEAM Resale Store - increasing the store profit margin by 90% over a three year period. I also increased the number of regular volunteers from 12 to over 50, and added intermittent volunteers from the National Charity League, the Lion's Club, the Latter Day Saints, as well as church groups and businesses who sent volunteers periodically. In addition, I completely restructured the charities side of TEAM and brought our rating with the Houston Food Bank up from a D to an A+ rating. Prior to my coming, TEAM had never applied for or received grants. I was able to secure numerous new grants, including large grants from The United Way for client rental assistance, as well as from the Tomball Regional Health Foundation for client dental needs. I established the "Good Eats Program," which provided food for school children during the summer, the Lone Star College "Food for Students Program," which provided food for low income students, and a client transportation program using Neal's Wheels. I also created a "Client Jobs Program," in conjunction with the Texas Workforce Commission. Additionally, I organized 7 churches during the aftermath of Hurricane Harvey to help with the storage and collection of a massive number of donations that flowed in, as well as organizing the distribution of donations to people in need in Tomball, and in locations all around the Houston Metroplex area. I also organized TEAM's first fundraiser.

In the 10 years prior to being the Executive Director of TEAM, I taught middle school Gifted & Talented Science, I was employed by The Lunar and Planetary Institute as an Education Specialist, developing space science educational curriculum for teachers. I also did contract work regularly for Johnson Space Center, JPL, and Goddard Space Flight Center, among others.

Currently I am retired.

As a citizen who loves our community and is devoted to maintaining the old town feel of Tomball, while recognizing the need for managed development, I would find it interesting, challenging, and fulfilling to serve on the Tomball Economic Development Corporation Board.

**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 9/21/2022 (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.

Becky Nelson Loving  
Signature of Applicant for Appointment

Becky Nelson Loving  
Printed Name of Applicant

9-27-2022  
Date:



## CITY OF TOMBALL

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire are 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 2013 will expire in 2015.

Please Type of Print Clearly:

Date: 09/19/2022

Name: Ted Mielke

Phone: \_\_\_\_\_

(Home)

Address: \_\_\_\_\_

Phone: 281-721-9924

(Work)

City/State/Zip Tomball TX 77375

Cell: \_\_\_\_\_

Email: Ted@TraditionServices.com

I have lived in Tomball 11 years.

I am  am not  a U.S. Citizen

**NOTE: DTAC Board does not require Tomball residency**

Occupation: Owner: Tradition Services

Professional and/or Community Activities: Member: Tourism Advisory Committee

Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for one year.**

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

- ⑤ Planning & Zoning Commission
- ② Board of Adjustments

Meeting Information

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

Separate Legal Entities

- (1) Tomball Economic Development Corporation
  
- ( ) Tomball Hospital Board

Meeting Information

First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)  
Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

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

Meeting Information

As called

\*\*\*\*\*

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

\_\_\_\_\_  
Signature of Applicant

Please return this application to: City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375



## 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.

*Ted Mielke*  
Board Member's Signature

9/19/2022  
Date

Ted Mielke  
Board Member's Printed Name

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY	
Date Received	

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

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

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

\_\_\_\_\_

Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_      \_\_\_\_\_

Signature of vendor doing business with the governmental entity      Date

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

**OFFICE USE ONLY**

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_  
 Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_  
 Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_  
 (attach additional forms as necessary)

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

\_\_\_\_\_  
 Signature of Local Government Officer

**Please complete either option below:**

**(1) Affidavit**

NOTARY STAMP/SEAL

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

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

OR

**(2) Unsworn Declaration**

My name is \_\_\_\_\_ and my date of birth is \_\_\_\_\_

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

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

\_\_\_\_\_  
 Signature of Local Government Officer (Declarant)

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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**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.



**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:

Name:

Ellen Warren

Date:

10/4/2022

Phone:

832-358-5355

Address:

206-1 Moore Street

Phone:

(( Home)

City/State/Zip

Tomball, TX 77375

Cell:

(( Work)

Email:

I have lived in Tomball 10 years.

I am  am not  a U.S. Citizen

Occupation:

AST Gymnastics Sales & Coach.

CO-Owner of J. Cummings Construction,  
Volunteer @ J. Wholly Prepe  
member of Real Life in Tomball

Professional and/or Community Activities:

German Festival Volunteer

Real Life member & Volunteer.

Delta Zeta; Sigma Nu white Rose @ SFASU  
working on a group for keeping Tomball beautiful  
by picking up trash throughout downtown Tomball,

Additional Pertinent Information/References:

I have lived in Spring, Klein, Tomball for 20 years. worked in the restaurant industry for 20+ years. references will be on Bio Form.

Please attach a short biography to this application.

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

I want to keep Tomball beautiful & a loving community/home. This town is known as the friendliest town in Texas and I love to help keep it that way. I have volunteered helping our community grow.

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation
- Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee  
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

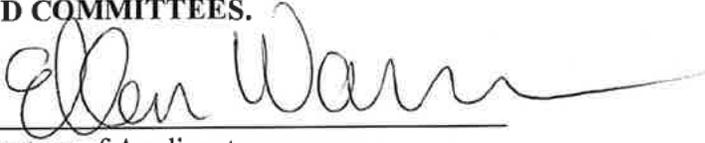
- Tomball Legacy Fund, Inc.  
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

\*\*\*\*\*

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



Signature of Applicant

*(Must be signed/signature typed in)*

Please return this application to:

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

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

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

**FORM CIQ**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

**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.

**OFFICE USE ONLY**

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.

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)



## Board Member Election on Disclosure

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

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

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

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

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

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

home address

home telephone number

personal email address

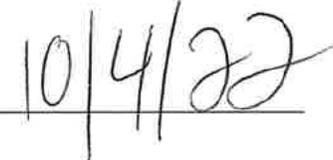
cell or pager numbers not paid for by the City

emergency contact information

information that reveals whether I have family members.

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

  
Board Member's Signature

  
Date

  
Board Member's Printed Name

**Appendix D**

**Acknowledgment of Receipt and Understanding**

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 10/4/2022 (date).

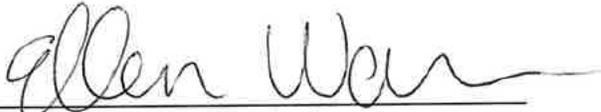
I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

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

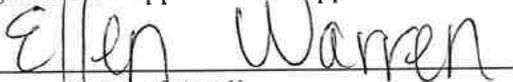
I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

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

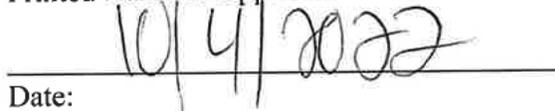
Please read this Handbook carefully to understand these conditions of appointment before you sign this document.



Signature of Applicant for Appointment



Printed Name of Applicant



Date:



## CITY OF TOMBALL

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: 9/12/2022

Name: Paige Cassel

Phone: 832.468.0303  
(Home)

Address: 10214 Oak Masters Drive

Phone: 832.468.0303  
(Work)

City/State/Zip Spring, TX 77379

Cell: 832.468.0303

Email: Paige.Cassel@preeminenthotels.com

I have lived in Tomball      years.

I am  am not  a U.S. Citizen

Occupation: Hotelier

Professional and/or Community Activities: Nighttime Networking, Ladies in Action, TAC Board, Chamber of Commerce

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.

Hotels, serving people and fiscal responsibility are passions I possess. Serving on the TAC board is a great honor to me.

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation
- Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee  
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

\*\*\*\*\*

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



\_\_\_\_\_  
Signature of Applicant

*(Must be signed/signature typed in)*

**Please return this application to:**

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

Holiday Inn Express & Suites Tomball

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.

Paige Cassel

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

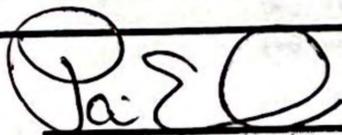
No

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.

Community Ambassador / Regional Director

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

9/12/22

Date

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

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

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

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

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

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

\*\*\*  
(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

**LOCAL GOVERNMENT OFFICER CONFLICTS  
DISCLOSURE STATEMENT**

**FORM CIS**

(Instructions for completing and filling 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

*Paige Cassel*

2 Office Held

*TAC Board member*

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 N/A 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

*Paige Cassel*

Signature of Local Government Officer

**Please complete either option below:**

**(1) Affidavit**

NOTARY STAMP/SEAL

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

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

**(2) Unsworn Declaration**

My name is \_\_\_\_\_ and my date of birth is \_\_\_\_\_

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

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

Signature of Local Government Officer (Declarant)

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

---

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

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

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

\*\*\*

(2) the vendor:

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

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



## Board Member Election on Disclosure

An 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

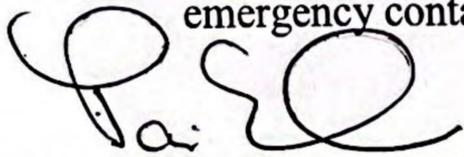
personal email address

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

9/12/22  
Date

Paige Cassel

Board Member's Printed Name

**Appendix D**

**Acknowledgment of Receipt and Understanding**

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

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

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

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

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

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

Paige

Signature of Applicant for Appointment

Paige Casse

Printed Name of Applicant

9/12/22.

Date:

## Regional Director of Sales and Marketing

I am the second of four girls. I am the wife to a hard-working amazing mechanic. I am the mother to the most precious daughter . Growing up my father's profession in the oil industry took us all over the world. Moving often seeing and being a part of so many communities and cultures sparked my passion for people. My career as a hotelier began in College Station at the front desk of the Days Inn. That position showed me a whole new profession I had no idea even existed. I came to the Heights in 2013 to open the Hampton Inn and Suites Houston I-10 Central as the director of sales. Since, then my role has evolved to regional director of sales and marketing. In 2015 I had the honor of working to open the Holiday Inn Express and Suites Tomball Texas. This allowed me to become a part of an amazing home town with a huge heart. I enjoy working and supporting each team in their own unique market. Since then, I have worked with teams to open four additional hotels in the Houston and Port Aransas area. I am passionate about hospitality and our role and responsibility in every community we serve. I am excited to continue my journey in the hospitality industry and can't wait for what the future holds.

**All the Best,**

***Paige Cassel***

Direct line- [832-468-0303](tel:832-468-0303)

"Hospitality is about reaching out in service to others and using what we've been given to meet a need in their life."



**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: 9/23/22

Name: Meagan Mageo

Phone: 281-290-1411  
(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
(Work)

City/State/Zip Montgomery, TX 77316

Cell: \_\_\_\_\_

Email: mmageo@tomballtx.gov

I have lived in Tomball 0 years.

I am  am not  a U.S. Citizen

Occupation: Project Manager for the City of Tomball  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Professional and/or Community Activities: Urban Management Professional of Southeast Texas Board, GTACC Taste of Tomball Board, GTACC Women's Committee  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach a short biography to this application.**

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

I was recently appointed by Council to serve on the Legacy Fund, and as a City employee several of the projects I am responsible for receive donations through the fund and I would love to continue to be on the board for it.

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation
  
- Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee  
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

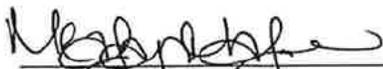
- Tomball Legacy Fund, Inc.  
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

\*\*\*\*\*

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



Signature of Applicant

*(Must be signed/signature typed in)*

Please return this application to:

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

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

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

**FORM CIQ**

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

**OFFICE USE ONLY**

Date Received

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

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.**  
**Project Manager - City of Tomball**

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(b-1).

7 Meagan Mageo 9/23/2022  
 Signature of vendor doing business with the governmental entity Date

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

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

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

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

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

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

\*\*\*  
(2) the vendor:

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

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

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

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

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

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

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

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

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



## 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

9/23/2022  
Date

Meagan Mageo

Board Member's Printed Name

**Appendix D**

**Acknowledgment of Receipt and Understanding**

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on September 23, 2022 (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

Meagan Mageo  
Printed Name of Applicant

9-23-2022  
Date:

## Meagan Mageo Biography

I have been employed with the City of Tomball since October 2014. I was hired as the Administrative Assistant for the Assistant City Manager, and was promoted to Project Coordinator in October 2015. During my time as a Project Coordinator, I obtained my Masters in Public Administration with a field of study in Emergency Management in hopes of being able to advance my career but more importantly be an asset to the community and residents I am privileged to serve.

During my employment with the City I have taken on numerous projects and been afforded the chance to learn so much about local government from those I work closely with. In March 2022, I was promoted to Project Manager which granted me more responsibility when it came to the projects I had always been assisting with. My new role has provided me with so many learning and growth opportunities for my profession and each day I look forward to the new and exciting things to come.

In May 2022, I was nominated by Councilman Stoll to serve on the Legacy Fund for Position 7, which does not require residency in Tomball. After the election I was reconfirmed on the board to a term to match Mayor Quinn's. I was honored by the nomination to the board, and I would love to continue serving in my position as many of my projects have fundraising and donation possibilities that the Legacy Fund is utilized for. I would love to see the Legacy Fund used to its capabilities and engage the community in fundraising opportunities that benefit the community and residents.





## 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: 9-22-2022

Name: Scott Moore JR

Phone: \_\_\_\_\_  
(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
(Work)

City/State/Zip TOMBALL, TX 77375

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

I have lived in Tomball 2 years. (this time)

I am  am not  a U.S. Citizen

Occupation: OWNER OPERATOR of Restaurants TEJAS CHOCOLATE + BARBECUE  
TEJAS BURGER JOINT

Professional and/or Community Activities: MEMBER REAL LIFE CHURCH TOMBALL, TX  
HOUSTON BARBECUE FESTIVALS  
TEXAS MONTHLY BBQ FESTIVALS  
TOMBALL CHAMBER of Commerce

Additional Pertinent Information/References: MIKE OTT, RODNEY HUTSON  
BRUCE HILLEGAST, AMANDA KELLY

**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.**

KLEIN HIGH SCHOOL 1982; SFA 1986; TEJAS CHOCOLATE, LLC 2011;  
TEJAS CHOCOLATE + BARBECUE 2015; TEJAS BURGER JOINT 2019; RESIDENT  
OF OLD TOWN TOMBALL-2020 actively support  
 many church & school fund raising efforts. Discuss Tomball w/ locals & visitors  
 by the hundreds weekly. I am very interested in planning for future challenges.  
 I want every small business here to succeed. Together we are stronger.

**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

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

Meeting Information

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

Separate Legal Entities

- (4) Tomball Economic Development Corporation

Meeting Information

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

- ( ) Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

\*\*\*\*\*

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

  
\_\_\_\_\_  
Signature of Applicant

*(Must be signed/signature typed in)*

Please return this application to:

City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[cs0@tomballtx.gov](mailto:cs0@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

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



## Scott Moore Jr

713-299-1552    scott@tejaschocolate.com    404 S Pine Street Tomball TX 77375 United States

### Biography

I'm a fifth generation Texan- born in Dallas, TX January 1964. University of Texas. We moved to the Klein area in 1976. I like to tell people that I was pollinated in Austin, germinated in Dallas, a blossomed in Houston. I don't like to talk much about the 8 years

I graduated from "The" Klein High School 1982. Made two semesters at North Harris County Community College before transferring to Stephen F Austin University where I studied wildlife biology. Dropped out of college and moved to Oak Bend apartments in Tomball in 1985 to take a job selling ladies swimwear for Catalina to support

In 1988 I took an account manager position with Salco Products on Hufsmith-Korhville road working for Mike Ott selling replacement parts for railcars serving the plastics & Petro-chemical industries. When I left Salco after 17 years in 2005 I was their Director of Sales.

I left Salco Products to start my own railcar products distribution company Steel Line Industrial Connections. The foundation of my business was an innovative vibration proof fastening system where the best market for us was the repair of aluminum bodied coal railcars. That went pretty well until 2012 when natural gas got very cheap, and the current administration in Washington DC created an anti coal fired power generation policy. Instead of repairing damaged coal cars with our fastening system the railcar was now simply sold as scrap metal. This forced me to find another way to make a living.

In 2011, I became interested in the American "bean to bar" craft chocolate movement. I taught myself how to make chocolate from a raw cocoa beans where I roast, crack, winnow, stone grind, temper, and mold chocolate for bars . With the support of \_\_\_\_\_ we founded Tejas Chocolate, LLC, and began selling craft chocolate bars at the Tomball Farmers Market in 2012 as a side hustle. Turns out we were the very first Bean to Bar Chocolate maker in Texas. There was a period of time when we sold more chocolate to aficionados in New York City than in Texas. A short time thankfully.

By 2014, Steel Line was not doing well while the little chocolate hobby business was starting to grow. We were doing well at the Tomball Farmers Market, and that's where Wholefoods discovered our chocolate. Wholefoods put us in 6 Houston area stores. We also began selling bars to Central Market, Specs, and Kroger Marketplace stores. We decided to make Tejas Chocolate our full time endeavor and started to the process of closing Steel Line.

Chocolate alone was not yet producing enough revenue to support . We found the old house at 200 N Elm Street as it was advertised by the Hutson Group as a commercial property.

I was a backyard barbecue enthusiast and paying close attention to the craft barbecue scene starting to shine in Texas. We often heard from our customers at the Tomball Farmers Market that there were not enough great eateries in Tomball to support the area. People wanted more options for great food to enjoy. is a Chef, and I was pretty good at smoking meats.

We decided to bring our version of Texas style craft barbecue to Tomball where we purchase ultra premium grades of meats for smoking, and make our all of sides in house from scratch using our family heirloom recipes. We'd feature chocolate as our dessert options naturally. In October of 2015, after spending literally every dollar we had, we opened Tejas Chocolate + Barbecue at the building on Elm Street that we like to call The Craftory.

Nike bought chocolate from us for their VIP guests at the Super Bowl in 2017; The Janet Jackson wardrobe "malfunction" year. There was a lot of conversation on the Michael Berry show about barbecue in Houston during the Super Bowl time and several of our faithful followers called in to tell him about Tejas. I got to spend some time on the radio with Michael as a result of that. We saw a pretty big uptick in our sales from that radio exposure.

In May of 2017 Texas Monthly Magazine published their newest list of Top 50 BBQ joints, a list they publish just every 4 years. Tejas was ranked #6 in the state and #1 in the Houston Metro area on the list. That list was posted on Texas Monthly social media accounts on a Monday when we are closed. The very next day there was line all the way to the street. Making the TMBBQ Top 50 list literally shot us out of cannon. We made their Top 50 list again in 2021.

We've been ranked in the top 15 *Best of the South* by Southern Living Magazine the last two times they published their list. All of this exposure led to a large

following of "Day Trippers" coming out for barbecue, and to take in Old Town Tomball. We created a numbering system, we call it "Golden Tickets" for Saturdays so people could save their place in line and go shop at the Farmers Market or any store in Old Town. I want our visitors from out of town to experience all my town had to offer.

Our restaurant has been featured on Food Networks Man Fire Food, and Food Paradise with episodes repeating all the time. We were also featured on Texas Country Reporter, and Texas Bucket List. These shows brought even more people to Tejas and Tomball.

In 2019 we decided to open Tejas Burger Joint at 214 W Main Street, based on a once a week burger special at our barbecue joint . This became the 4th building we are renting from the Hutson Group. Oh my.

By the grace of god we managed to survive the pandemic. The PPP loan program worked as we never had to let anyone go. and I opened The Craftory in 2015 with just us and 2 part time employees. Today we employ 54, and most of us live in Tomball.

Even with all the state and national recognition we've received, still to this day, my favorite moments are with our local regulars where we talk barbecue, sports, the news, or their own life events. Tomball has claimed us as one of their own and that is deeply rewarding for We bought a house on South Pine Street so we could be close to work and be more involved on our community. Our restaurant as matured to the point now where I can take some time for other duties and take a break here and there.

recently transferred our church to Real Life on Main St. I play golf whenever I can, and occasionally get out to go fishing & hunting. My real passion is creating food and serving our community. I can make the time, I always do what I say I will do, and I can walk to city hall from work or home. You'll often find me peddling my bicycle around to and from work. For these reasons I hope you will consider adding me to one of the decision boards. I'm all in on Tomball.

Cheers! Scott

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

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

\_\_\_\_\_  
 Date

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

**FORM CIS**

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

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

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

**OFFICE USE ONLY**

Date Received \_\_\_\_\_

**1 Name of Local Government Officer**

**2 Office Held**

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

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

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

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

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

\_\_\_\_\_  
Signature of Local Government Officer

**Please complete either option below:**

**(1) Affidavit**

NOTARY STAMP/SEAL

Sworn to and subscribed before me by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

**(2) Unsworn Declaration**

My name is \_\_\_\_\_ and my date of birth is \_\_\_\_\_

My address is \_\_\_\_\_

(street)

(city)

(state)

(zip code)

(country)

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,

(month)

(year)

\_\_\_\_\_  
Signature of Local Government Officer (Declarant)

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

---

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

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

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

\*\*\*

- (2) the vendor:

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

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



## Board Member Election on Disclosure

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

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

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

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

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

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

\_\_\_ home address

\_\_\_ home telephone number

\_\_\_ personal email address

\_\_\_ cell or pager numbers not paid for by the City

\_\_\_ emergency contact information

\_\_\_ information that reveals whether I have family members.

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

  
Board Member's Signature

  
Date

  
Board Member's Printed Name

## Appendix D

### Acknowledgment of Receipt and Understanding

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

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

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

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

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

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

  
\_\_\_\_\_  
Signature of Applicant for Appointment

  
\_\_\_\_\_  
Printed Name of Applicant

  
\_\_\_\_\_  
Date: