

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



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

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, October 3, 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 3, 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: 897 6950 0851, Passcode: 023026. 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 Tim Niekerk – Salem Lutheran Church
- 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

- \* 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 – Report on the Success of **2022 GroovFest**

G. Approval of Minutes

1. Approve the Minutes of the September 19, 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. 2022-20, 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.

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

4. 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
  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
- 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 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
  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.
- J. New Business
1. Confirm/Appoint/Reappoint Members to the Tomball Regional Health Foundation Board of Directors
  2. Confirm/Appoint/Reappoint Members to the Planning and Zoning Commission
  3. Confirm/Appoint/Reappoint Members to the Tomball Economic Development Corporation Board of Directors
  4. Confirm/Appoint/Reappoint Members to the Tourism Advisory Committee

5. Confirm/Appoint/Reappoint Members to the Board of Adjustments
6. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
  - Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
  - Sec. 551.076 – Deliberation regarding Security Devices
7. 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
8. 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
9. 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 Thereto
10. 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
11. 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
12. 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
13. 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

14. Announce 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.
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.

  - \* 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.
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.

  - \* 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 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.
17. Approve Amendment to Administrative Policy No. 9, entitled “Procurement Policy & Manual” and authorize participation in certain purchasing cooperatives.
18. Approve Amendment to Administrative Policy No. 9.5, entitled “Procurement Card Policy & Procedures”
19. Approve Amendment to Administrative Policy No. 24, entitled "Tennis Court Reservation Policy"
20. 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.
21. 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.

- [22.](#) 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.
- [23.](#) 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
- [24.](#) 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 to the Issuance of Such Bonds; and Providing an Effective Date
- [25.](#) 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
- [26.](#) 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)
- [27.](#) 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.

K. Adjournment

## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 29th day of September 2022 by 5:30 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 3, 2022

**Topic:**

- 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”***

**Background:**

**Origination:** Mayor

**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 9-29-2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

**Topic:**

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.

**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



**TOMBALL**  
ECONOMIC DEVELOPMENT CORP.

# ECONOMIC OUTLOOK EVENT

**TUESDAY, OCTOBER 4, 2022**

**9:00 A.M. - 1:00 P.M.**

**LONE STAR COLLEGE - TOMBALL  
BECKENDORF CONFERENCE CENTER  
30555 TOMBALL PARKWAY  
TOMBALL, TEXAS 77375**

**RSVP BY FRIDAY, SEPTEMBER 23, 2022**



# City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

**Topic:**

October 4, 2022 – *National Night Out* 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>8-23-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

**Topic:**

October 8, 2022 – Spooktacular 2<sup>nd</sup> Saturday at the Depot – 5:00 p.m.-10 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:** September 19, 2022

**Topic:**

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.

**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: # \_\_\_\_\_

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Signed Doris Speer 8-23-2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

**Topic:**

October 15, 2022 – *The Big Show*, hosted by the Tomball Rotary 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>6-29-2022</u>	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 3, 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 3, 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 3, 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: # \_\_\_\_\_

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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: September 19, 2022

**Topic:**

Sasha Smith – Report on the Success of **2022 GroovFest**

**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: # \_\_\_\_\_

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Signed	<u>Doris Speer</u>	<u>9-8-2022</u>	Approved by	_____	_____
	Staff Member	Date		City Manager	Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Approve the Minutes of the September 19, 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: # \_\_\_\_\_

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Signed Doris Speer 9-28-2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

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



**Monday, September 19, 2022  
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for September 19, 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 6:00 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  
Director of Community Development – Nathan Dietrich  
Finance Director – Katherine Tapscott  
Fire Chief – Joe Sykora  
Police Chief – Jeff Bert  
Marketing Manager – Sasha Smith  
Interim HR Director – Mary Jo Vargas  
Director of Public Works – Drew Huffman  
City Planner – Jared Smith  
Sr. Administrative Assistant-CSO – Sasha Luna  
Community Center Manager - Rosalie Dillon  
Project Manager - Meagan Mageo  
Budget Analyst – Kristin Kelley (via video)

B. Invocation - Led by Pastor Kevin Bowles - Redeemer Church

C. Pledges to U.S. and Texas Flags – Led by Troop 346, Angel of Light Webelos, Den 7

D. The following public comments were received:

- |  |   |   |
|--|---|---|
| Bruce Hillegeist<br>15300 Cutten #2129 77070 | - | Requested approval of Resolution No. 2022-42, and applications for grant funds from 2021-22 and 2022-23 HOT funds |
| Lisa Covington<br>31202 Antonia, 77375       | - | Expressed her interest in serving on City boards.   |
| Sherry Meicher<br>222 Southmore, 77375       | - | Expressed her interest in serving on City boards.   |
| Ellen Warren<br>206-1 Moore, 77375           | - | Expressed her interest in serving on City boards.   |
| Jose Quilizapas<br>702 Hicks, 77375          | - | Expressed his interest in serving on City boards.   |
| Scott Moore<br>404 S. Pine, 77375            | - | Expressed his interest in serving on City boards.   |

E. Presentations: Mayor Klein Quinn presented the following proclamations:

- Proclamation – October 9 through October 15, 2022 is “**2022 Tomball Fire Prevention Week**”
- Proclamation – October is “**Community Planning Month**”

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
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- 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.

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 the ***“9-11 21st Anniversary Remembrance” Event***

II. Councilman Townsend, liaison for BOA, presented comments regarding the September 8, 2022; requested that public comments be added to the beginning of the agenda for all board meetings.

G. Approval of Minutes

1. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve the Minutes of the following Meetings:

- September 6, 2022 Special Joint Tomball City Council and Tomball Economic Development Corporation Meeting
- September 6, 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.

I. New Business

1. Executive Session: The City Council recessed at 6:39 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 or Security Audits

Upon reconvening at 7:32 p.m., the following action was taken:



- 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.]*

At the request of Council, Item 3 was removed from Old Business Consent Agenda for consideration/action separately as Old Business item.

Items 1 and 2:

1. Adopt, on Second Reading, Ordinance No. 2022-22, an ordinance of the City of Tomball, Texas amending its Code of Ordinances by adding Section 40-81 (Driveway and Access Management) 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
2. Adopt, on Second Reading, Ordinance No. 2022-29, an Ordinance of the City Council of the City of Tomball, Texas, Adopting the Budget for the City of Tomball, Texas, for Fiscal Year 2022-2023; and Authorizing the City Manager to Approve Intra-Departmental (Within the Same Department Only) Transfers of Budgeted Funds; and Amending the Budget for the 2021-2022 Fiscal Year in Accordance with Actual Expenditures; and Providing Other Details Relating to the Passage of This Ordinance

Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr., to approve Items 1 and 2 of the Old Business Consent Agenda.

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

Motion carried unanimously to Approve Items 1 and 2.

- H. Old Business Item:

3. Motion made by Council 5 Parr, Seconded by Council 4 Townsend, Sr., to adopt, on Second Reading, Ordinance Number 2022-31, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Authorized Improvements for the Wood Leaf 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.

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.]*

1. Approve Resolution No. 2022-42, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 56th Annual Tomball Holiday Parade, “A Cowboy Christmas”, to be held in Tomball on Saturday, November 19, 2022, and to Approve Requested Street Closures and In-Kind Services
2. Approve Applications for Grants from FY 2021-2022 Hotel Occupancy Tax (HOT) Funds: Greater Tomball Area Chamber of Commerce, \$35,000
3. Approve request from the Tomball Museum Center to receive assistance for the Antique Car Social on Saturday, October 8, 2022; 10 a.m.-2 p.m.
4. Approve Request by Tomball High School for In-Kind Services from Police, Fire and Public Works for the 15th Annual Homecoming Parade & Community Rally at the Depot on Wednesday, October 5, 2022
5. Approve Request from Tomball Sister City Organization for City Support and In-Kind Services for the German Christmas Market – Depot Plaza and Market Street – December 9-11, 2022

Motion made by Council 3 Dunagin, Seconded by Council 2 Stoll, to approve Items 1, 2, 3, 4, and 5 of the New Business Consent Agenda.

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

Motion carried unanimously to Approve New Business Consent Agenda items.

J. New Business

2. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve Resolution No. 2022-43, a Resolution of the City Council of the City of Tomball, Texas, for the Designation of Its Representative and Alternate for the Houston-Galveston Area Council 2023 General Assembly, designating Mayor Klein Quinn as the City's Representative and Councilman Parr as the City's Alternate.

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

Motion carried unanimously.

3. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve Applications for Grants from FY 2022-2023 Hotel Occupancy Tax (HOT) Funds: Greater Tomball Area Chamber of Commerce, \$35,000; Spring Creek County Historical Association, \$35,000; Tomball Sister City Organization, \$160,000; and Houston Repertoire Ballet, \$19,000.

Motion to AMEND made by Council 4 Townsend, Sr.

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

Motion carried unanimously to approve amending the motion.

Motion to AMEND made by Council 4 Townsend, Sr. , Seconded by Councilman Stoll, to approve Applications for Grants from FY 2022-2023 Hotel Occupancy Tax (HOT) Funds in the following amounts: Greater Tomball Area Chamber of Commerce, \$35,000; Spring Creek County Historical Association, \$35,000; Tomball Sister City Organization, ~~\$160,000~~ **\$80,000**; and Houston Repertoire Ballet, \$19,000, and to approve the additional Tomball Sister City Organization request of \$80,000 for the 2023 Heritage Festival upon receipt of the completed audit for fiscal year 2021 within six (6) months, with the additional requirement that subsequent audits are to be received within six (6) months of the end of the fiscal year.

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

Motion, as AMENDED, carried unanimously.

4. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve Resolution No. 2022-41, a Resolution of the City of Tomball, Texas, approving the Master Fee Schedule 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.

5. Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr., to approve Interlocal Agreement between the City of Tomball and Tomball Independent School District, Affording the Tomball Police Department the Ability to Provide Police Services on a Contractual Basis for Specialized Events Occurring Before, During and After Normal Campus Hours

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

Motion carried unanimously.

6. Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin, to approve Proposed Amendments to Interlocal Agreement between the City of Tomball and Tomball Independent School District (TISD), Affording the Tomball Police Department the Ability to Assign a total of Sixteen (16) Student Resource Officers (SROs) to TISD Campuses by the End of the Current Academic Calendar Year 2022-2023

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

Motion carried unanimously.

7. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve the Proposed Tax Rate of \$0.287248/\$100 for Tax Year 2022 and Set the Dates to Vote on the Proposed Tax Rate for October 3, 2022 and October 17, 2022

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

Motion carried unanimously.

8. Mayor Klein Quinn announced that the City Council will Vote on the 2022 Tax Rate at the Regular City Council Meetings on October 3, 2022 and October 17, 2022 at 6:00 p.m.

No action necessary.

9. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve the contract renewal for janitorial services for City facilities to ABM Texas General Services, Inc. for an annual contract amount of \$89,307.31 (total contract amount \$346,732.13). 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.

10. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to reject all bids received for Request for Proposal (RFP) No. 2022-10 – Electrical Contractor Services and rebid the project

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 5 Parr, to read Ordinance No. 2022-32 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. 2022-32, 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.

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

Motion carried unanimously.

12. Consideration to Approve Zoning Case P22-226: Request from Maple Group, LTD represented by Cross Engineering to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning 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, within the City of Tomball, Harris County, Texas

- Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to read Ordinance N. 2022-20 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 3 Dunagin, Seconded by Council 4 Townsend, Sr., to adopt, on First 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.

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

Motion carried unanimously.

13. Consideration of this item withdrawn at request of City Staff.

No action taken.

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.

- 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.

14. Consideration of this item withdrawn at request of City Staff.

No action taken.

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.

- 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 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.

15. Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr., to read Ordinance No. 2022-27 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 1 Ford, Seconded by Council 3 Dunagin, to adopt, on First 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

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

Motion carried unanimously.

16. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to read Ordinance No. 2022-28 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 5 Parr, Seconded by Council 4 Townsend, Sr., to adopt, on First 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

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

Motion carried unanimously.

17. Mayor Klein Quinn called the Public Hearing of the City Council of the City of Tomball to consider proposed Levy of Assessments for authorized improvements within Improvement Area #2 (IA1) in Raburn Reserve in the City of Tomball, Public Improvement District Number Ten (PID 10), established by City Council Resolution No. 2019-41 at 8:45 p.m.

Receiving no comments, Mayor Klein Quinn closed the Public Hearing at 8:46 p.m.

18. Motion made by Council 3 Dunagin, Seconded by Council 1 Ford, to read Ordinance No. 2022-33 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 1 Ford, Seconded by Council 4 Townsend, Sr., to adopt, on First 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.

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.

19. Motion made by Council 3 Dunagin, Seconded by Council 1 Ford, to adopt Resolution No. 2022-44, a Resolution Approving the Distribution of a Preliminary Limited Offering Memorandum for its Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Number 11, Improvement Area #1)

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.

20. Motion made by Council 1 Ford, Seconded by Council 3 Dunagin, to adopt Resolution No. 2022-45, a Resolution Approving the Distribution of a Preliminary Limited Offering Memorandum for its Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Number 11, Improvement Area #2)

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.

21. Motion made by Council 1 Ford, Seconded by Council 3 Dunagin, to read Ordinance No. 2022-34 by caption only on First and Only Reading.

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.

Motion made by Council 1 Ford, Seconded by Council 5 Parr, to adopt, **on First and Only Reading**, Ordinance No. 2022-34, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Wood Leaf 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 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.

21. Discussion and possible action regarding approval of amendments to Administrative Policy Number 18, Development Policy for Special Financing Districts.

No action taken.

Item will be placed on October 17, 2022 meeting (special).

- K. Motion made by Council 3 Dunagin, 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 3<sup>rd</sup> 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 3, 2022

**Topic:**

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.

**Background:**

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

**Origination:** Maple Group, LTD represented by Cross Engineering

**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  
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:

**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.

**Zoning Case P22-222:** Request from DeLisa Kik to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 0.40 acres of land legally described as being all of Lots 11, 12 and the north ½ of Lot 10 in Block 2 of Main Street Tomball from Single Family Residential (SF-6) to Old Town & Mixed Use (OT&MU). The property is located 201 Holderrieth Boulevard, within the City of Tomball, Harris County, Texas.

**Zoning Case P22-226:** Request from Maple Group, LTD represented by Cross Engineering to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning 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, 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).

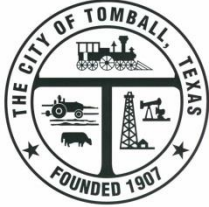
## CERTIFICATION

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 **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).



## 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:** P22-226

**APPLICANT/OWNER:** Maple Group, LTD  
represented by Cross Engineering

**LOCATION:** The property is generally located at the northeast corner of the intersection of Holderrieth Road and 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 25.87 acres of land legally described as Reserve "A" in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C).

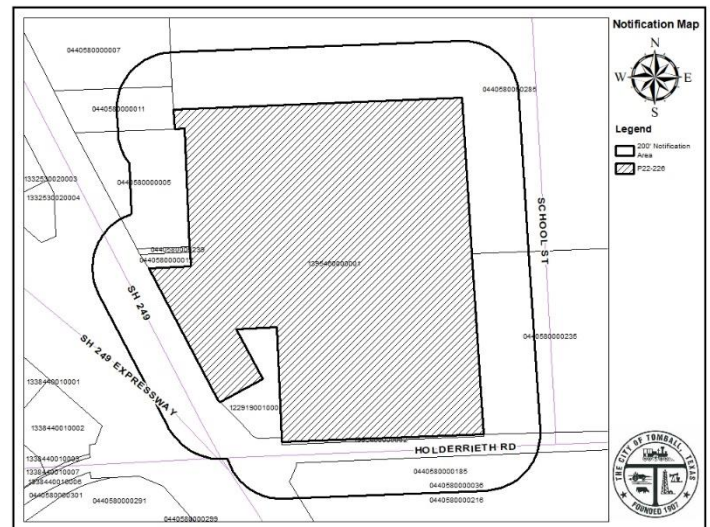
**CONTACT:** Jared Smith, City Planner

**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.



# 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: Stuart A. Rathe  
(please print)  
Address: 917 Franklin St., Ste. 550  
Houston, Tx 77002  
Signature: *Stuart A. Rathe*  
Date: July 27, 2022

X

I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-226. (Please state reasons below)**

\_\_\_\_\_

I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-226. (Please state reasons below)**

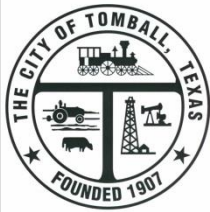
Date, Location & Time of **Planning & Zoning Commission** meeting:  
**Monday, August 8, 2022 @ 6:00 PM**  
City Council Chambers of the City of Tomball, City Hall  
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:  
**Monday, August 15, 2022 @ 6:00 PM**  
City Council Chambers of the City of Tomball, City Hall  
401 Market Street, Tomball, Texas

### COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.



**Rezoning  
Staff Report**

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

**Rezoning Case:** P22-226  
**Property Owner(s):** Maple Group, LTD  
**Applicant(s):** Cross Engineering  
**Legal Description:** Reserve “A”, in Maple Group  
**Location:** Northeast corner of the intersection of Holderrieth Road and the State Highway 249 frontage road. (Exhibit “A”)  
**Area:** 25.87 acres  
**Comp Plan Designation:** Corridor Commercial (Exhibit “B”)  
**Present Zoning and Use:** Planned Development (PD# 8) (Exhibit “C”) / Vacant (Exhibit “D”)  
**Request:** Rezone to the Commercial District  
**Adjacent Zoning & Land Uses:**  
**North:** Planned Development (PD #14)/Single-Family Residential Subdivision  
**South:** N/A (ETJ)/Vacant Land  
**West:** Commercial (C) & Planned Development (PD #8)/Retail, Office, and Martial Arts  
**East:** Commercial (C) & Planned Development (PD #14)/Single-Family Residential Subdivision & Vacant Land

**BACKGROUND**

The subject property has been within the city limits since 1960 (Ordinance#1960-01) and has remained vacant since that time. The property was rezoned from Commercial to Planned Development District #8 in 2014 (Ordinance #2014-39). This planned development was intended to promote a mixed-use development that would include multi-family apartments along with commercial land uses along the State Highway 249 frontage road and Holderrieth Road. Although this planned development was adopted by ordinance the site has remained undeveloped. The applicant is requesting to rezone the property back to its original Commercial zoning classification to allow the construction of a large retail store on the subject property.



## **ANALYSIS**

The subject property is approximately 25.87 acres, located at the northeast corner of the intersection of Holderrieth Road and State Highway 249. Property north and northeast of the subject site is located within Planned Development District #14. In June of 2022, the City of Tomball Planning & Zoning Commission approved the Final Plat of Wood Leaf Reserve, Section 2, a subdivision comprised of single-family detached homes within this segment of Planned Development #14. East of the subject property is vacant land that is within a Commercial zoning district. West of the subject site are properties that are located within Commercial zoning and are occupied by retail and office land uses. Southeast of the site is a property that is within Planned Development #8, which is occupied by buildings that predate this Planned Development; the site is occupied by a martial arts facility. South of the subject property on the south side of Holderrieth Road is vacant land that is outside the limits of the City of Tomball.

### **Comprehensive Plan Recommendation:**

The Future Land Use Map within the Comprehensive Plan designates the subject property as “Corridor Commercial.” According to the Comprehensive Plan, this 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. While these areas will likely always be auto-oriented, there is opportunity to improve bicycle/pedestrian accommodations.

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. Lastly, this change in zoning may promote the Comprehensive Plans goal of promoting development that creates complimentary relationships between differing land uses. According to the Comprehensive Plan, locating commercial services within and near existing and proposed neighborhoods has the potential to be mutually beneficial.

## **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. 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 P22-226.

## **P&Z RECOMMENDATION:**

Approval (4 Vote Aye, 0 Vote Nay)

## **EXHIBITS**

- A. Aerial Location Map
- B. Future Land Use Plan Map
- C. Zoning Map
- D. Site Photo
- E. Zoning District Permitted Use Comparison Chart
- F. Planned Development District #8 Ordinance
- G. Rezoning Application

Exhibit "A"  
Aerial Location Map

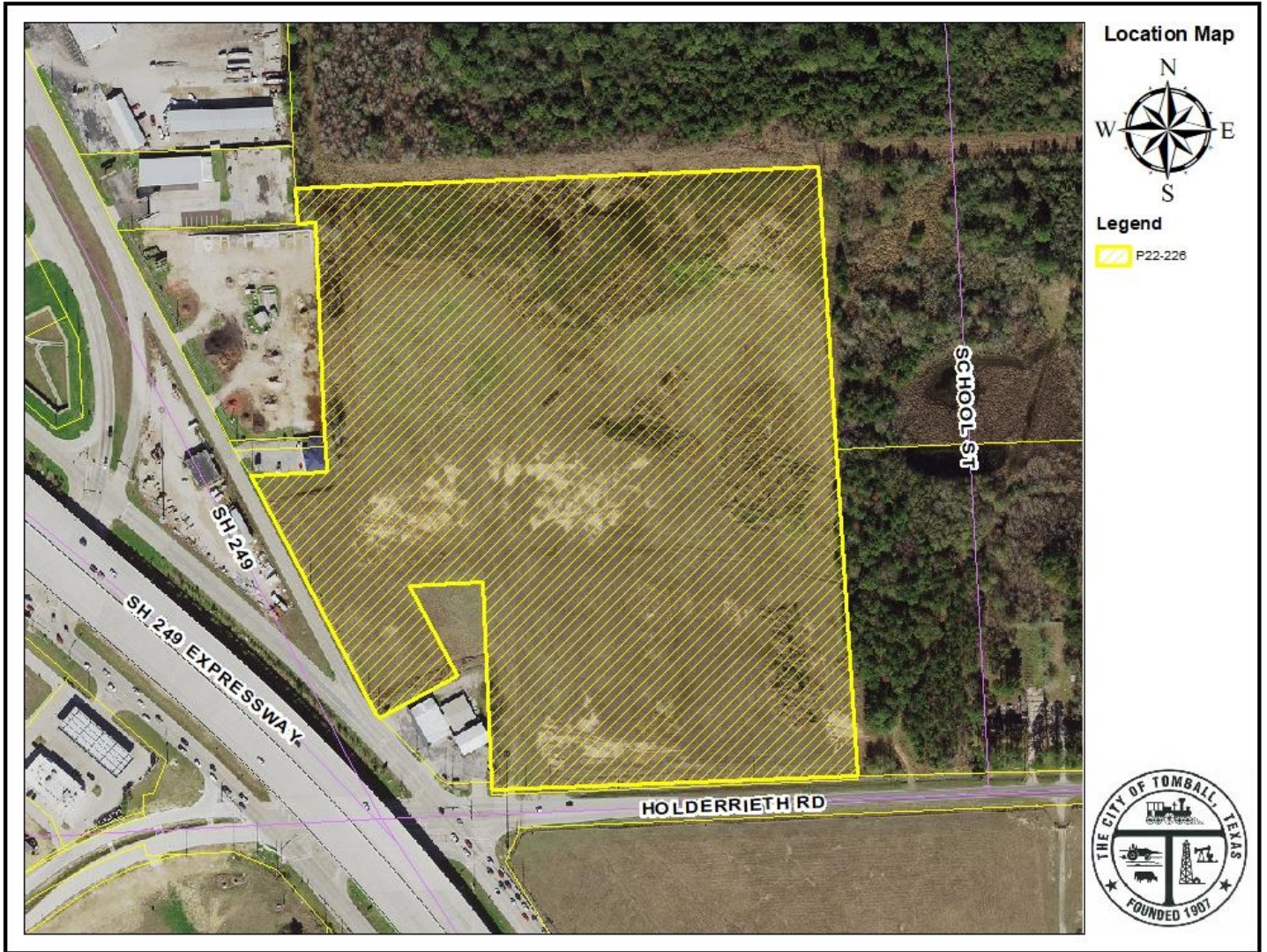
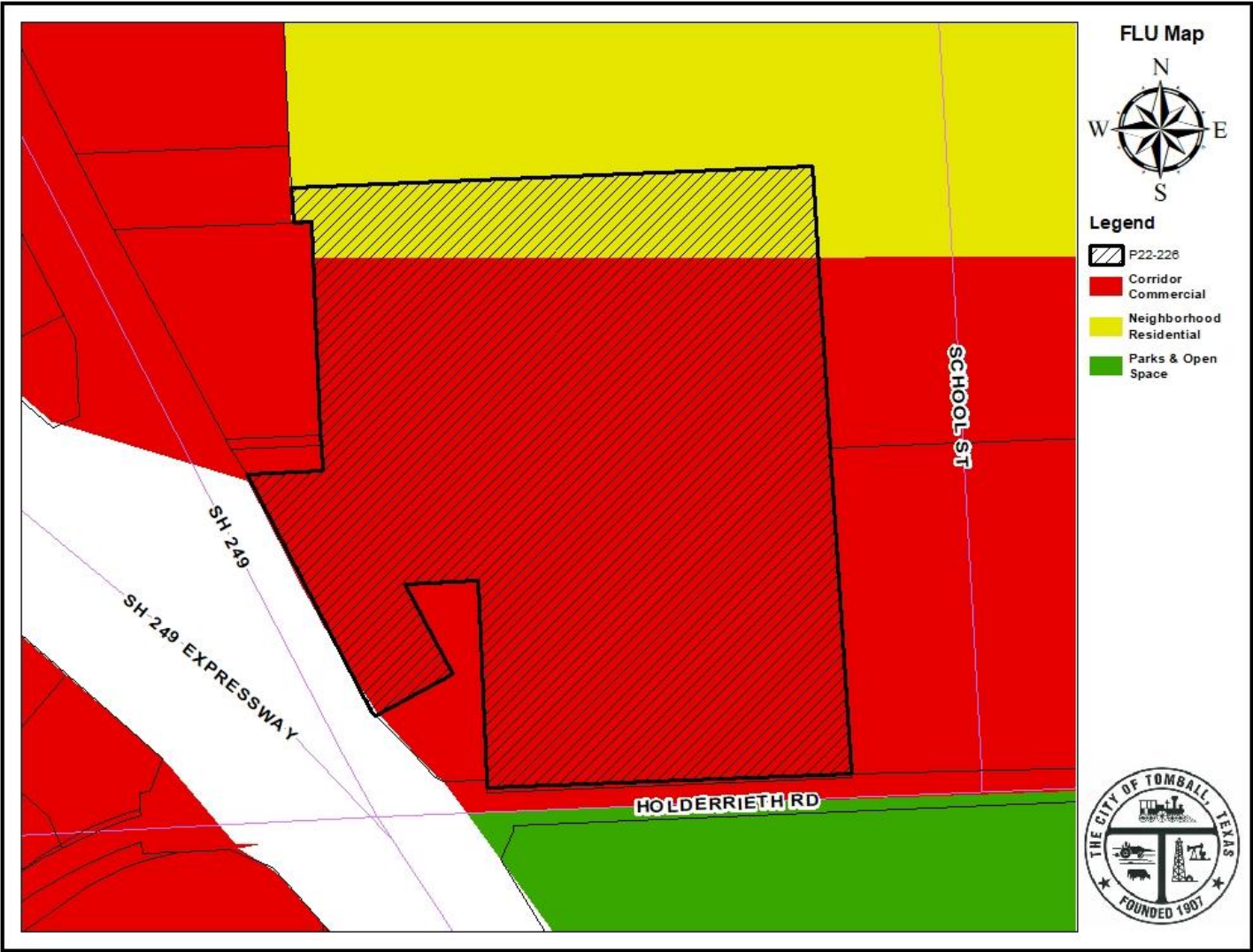
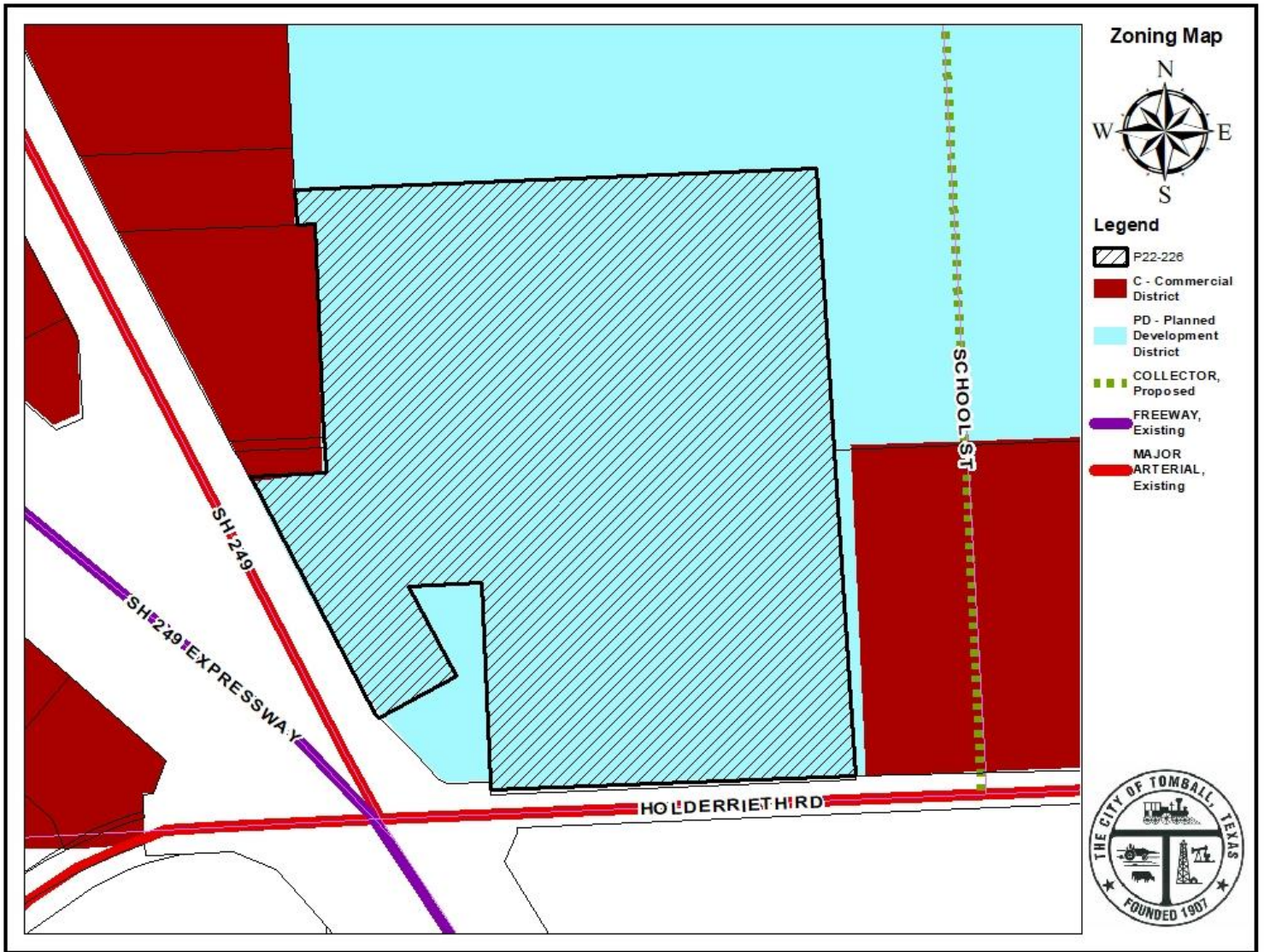


Exhibit "B"  
Future Land Use Plan Map



# Exhibit "C" Zoning Map



**Exhibit "D"**  
**Site Photo(s)**



**Exhibit “E”**  
**Zoning District Permitted Use Comparison Chart**

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 (quadrplex) (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	
Piano and musical instruments (retail only)	P	P	1 space per 200 square feet
Shoe repair shop (retail only)	P	P	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)	P	P	1 space per 300 square feet
Stone monuments and gravestones, engraving and retail sales only	C	P	1 space per 500 square feet
Trophy engraving	P	P	1 space per 300 square feet
Upholstery shop (nonauto)	P	P	1 space per 200 square feet
Used merchandise	P	P	1 space per 200 square feet
Video rental/sales	P	P	1 space per 200 square feet
<b>Transportation and Auto Services</b>			
Airport or landing field ‡			1 space per 500 square feet
All-terrain vehicle (go-carts) dealer/sales (w/outdoor sales, storage, and display)	P	P	1 space per 300 square feet
All-terrain vehicle (go-carts) dealer/sales (w/no outdoor sales, storage, and display)	P	P	1 space per 300 square feet
Auto accessories (retail sales only)	P	P	1 space per 200 square feet
Auto body repair/painting	C	P	1 space per 200 square feet
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/outdoor sales, storage, and display) ‡	P	P	See Section 50-112
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/no outdoor sales, storage, and display)	P	P	See Section 50-112
Auto dealer, primarily used auto sales w/outdoor sales, storage, and display ‡	C	P	See Section 50-112
Auto dealer, primarily used auto sales w/no outdoor sales, storage, and display	C	P	See Section 50-112
Auto glass repair/tinting	P	P	1 space per 200 square feet
Auto interior shop/upholstery	C	P	1 space per 200 square feet
Auto muffler shop	C	P	1 space per 200 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 "F"**  
**Planned Development #8**

**ORDINANCE NO. 2014-39**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS ZONING ORDINANCE, BY APPROVING A PLANNED DEVELOPMENT DISTRICT OF APPROXIMATELY 27.16 ACRES OF LAND, LEGALLY DESCRIBED AS TRACTS 2M & 4N, ABSTRACT 632, C.V. PILLOT AND RESERVE A, BLOCK 1, KENNETH LEE; WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO REFLECT THE PLANNED DEVELOPMENT DISTRICT TO BE KNOWN AS PLANNED DEVELOPMENT - 8 (PD-8) DISTRICT; ADOPTING A CONCEPT PLAN AND REGULATIONS APPLICABLE TO PD-8 DISTRICT; 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 property owners have requested that approximately 27.16 acres of land, legally described as Tracts 2M & 4N, Abstract 632, C.V. Pillot and Reserve A, Block 1, Kenneth Lee, generally located north of Holderrieth Road, east of State Highway 249 Business, in the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

**Whereas**, the property owners have presented an application to the City for a Planned Development District to allow the construction of a mixed use development; and

**Whereas**, the Planned Development application consists of an application for Planned Development District (Exhibit "A"); request letter (Exhibit "B"); and concept plan (Exhibit "C") attached to and made a part of this Ordinance; 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; 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 City Council finds that the facts and matters set forth in the preamble of this Ordinance are true and correct.

**Section 2.** The zoning classification of the Property is hereby changed from the Commercial District to the PD-8 District subject to the regulations, restrictions, and conditions hereafter set forth.

**Section 3.** The Official Zoning Map of the City of Tomball shall be revised and amended to show the designation of the Property as PD-8 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 of the Property, to PD-8 District as described above.

**Section 5.** PD-8 shall be subject to the following additional limitations, restrictions, and covenants:

- A. Compliance with Application and Concept Plan. The granting of the PD District shall be conditioned upon the proposed improvements and land uses being located, constructed, and conducted upon the Property in substantial compliance with the application for PD District (Exhibit "A"), request letter (Exhibit "B"), and concept plan (Exhibit "C") made a part hereof for all purposes.
- B. Tracts A, B, C, & D:
  1. Permitted Uses: Any use permitted by right in the General Retail District
  2. Maximum Height:
    - i. Main Building: 3-stories, not to exceed 45-feet
    - ii. Accessory Building: 1-story, not to exceed 15-feet
  3. Minimum Lot Size:
    - i. Area: 6,000 square feet
    - ii. Width: 60-feet



- iii. Depth: 100-feet
- 4. Minimum Building Setback:
  - i. Front: 25-feet; 35-feet when adjacent to arterial street
  - ii. Side:
    - 1. Main Building: 5-feet; 25-feet when adjacent to property zoned for single-family residential purposes; 15-feet when adjacent to non-arterial street; 25-feet when adjacent to arterial street
    - 2. Accessory Building: 5-feet; 15-feet when adjacent to non-arterial street; 25-feet when adjacent to arterial street
  - iii. Rear:
    - 1. Main Building: 5-feet; 60-feet when adjacent to single-family, Duplex (Two-Family), patio home, or single-family attached district
    - 2. Accessory Building: 5-feet; 30-feet when adjacent to single-family, Duplex (Two-Family), patio home, or single-family attached district
- 5. Maximum Lot Coverage: 50 percent
- 6. Maximum Impervious Coverage: 80 percent
- 7. Minimum Screening, Buffering, and Fencing:
  - i. All screening, buffering, and fencing shall adhere to Section 50-115 of Tomball Code of Ordinances.
  - ii. All refuse containers shall be screened on four sides.
- 8. Minimum Off-Street Parking and Loading:
  - i. All off-street parking and loading areas shall adhere to Section 50-112 of the Tomball Code of Ordinances.
  - ii. The minimum number of off-street parking stalls and loading areas shall be per Sections 50-82 and 50-112 of the Tomball Code of Ordinances.

9. Minimum Landscaping:

- i. Landscaping shall be provided per Section 50-113 of the Tomball Code of Ordinances.

10. Additional Requirements: Articles 1; 2; Sections 50-63, 50-64, 50-65, 50-66, and 50-67; and Article 4, Tomball Code of Ordinances.

C. Tract E (Multi-Family):

1. Permitted Uses: Multiple-family dwellings and accessory structures.

2. Maximum Height:

- i. Main Building: 3-stories, not to exceed 45-feet
- ii. Accessory Building: 1-story, not to exceed 15-feet
- iii. Clubhouse: 2-stories, not to exceed 27-feet

3. Maximum Dwelling Units Per Acre: 20; 26 when all parking spaces are constructed as covered or enclosed spaces

4. Minimum Lot Size:

- i. Area: 10 acres
- ii. Width: 120-feet
- iii. Depth: 200-feet

5. Minimum Building Setback:

- i. Front: 25-feet; 35-feet when adjacent to arterial street
- ii. Side:
  - 1. Main Building: 5-feet; 50-feet when adjacent to property zoned for single-family residential purposes; 15-feet when adjacent to non-arterial street; 25-feet when adjacent to arterial street
  - 2. Accessory Building: 5-feet; 15-feet when adjacent to non-arterial street; 25-feet when adjacent to arterial street

- iii. Rear:
  - 1. Main Building: 15-feet; 50-feet when adjacent to single-family, Duplex (Two-Family), patio home, or single-family attached district
  - 2. Accessory Building: 5-feet; 30-feet when adjacent to single-family, Duplex (Two-Family), patio home, or single-family attached district
- 6. Minimum Building Separation:
  - i. 1-Story Building: 15-feet for buildings without openings; 20-feet for buildings with openings
  - ii. 2-Story Building: 20-feet for buildings without openings; 30-feet for buildings with openings
  - iii. Over 2-Story Building: 30-feet
  - iv. Between Main and Accessory Buildings: 10-feet
- 7. Minimum Floor Area Per Dwelling Unit:
  - i. Efficiency: 500 square feet
  - ii. 1-Bedroom: 670 square feet
  - iii. 2 or More Bedroom: 800 square feet plus 125 square feet for every bedroom over two
- 8. Maximum Lot Coverage: 50 percent
- 9. Maximum Impervious Coverage: 50 percent
- 10. Minimum Percent of Lot Area Dedicated to Green Space and Recreational Area: 50 percent
- 11. Minimum Screening, Buffering, and Fencing:
  - i. All screening, buffering, and fencing shall adhere to Section 50-115 of Tomball Code of Ordinances.
  - ii. A minimum 6-foot tall solid fence, wall, or opaque screening device shall be constructed on the side/rear of any multi-family dwelling complex adjacent to a single-family zoned property

- iii. All refuse containers shall be screened on four sides.

12. Minimum Off-Street Parking and Loading:

- i. All off-street parking and loading areas shall adhere to Section 50-112 of the Tomball Code of Ordinances.
- ii. 1 off-street parking stall shall be provided per bedroom

13. Minimum Landscaping:

- i. Landscaping shall be provided per Section 50-113 of the Tomball Code of Ordinances.

14. Additional Requirements:

- i. Articles 1; 2; Sections 50-63, 50-64, 50-65, 50-66, and 50-67; and Article 4, Tomball Code of Ordinances.
- ii. Walkways: A four-foot-wide paved walkway shall connect the front door of each ground floor unit to a parking area. The minimum width of any sidewalk adjacent to head-in parking spaces shall be six feet to accommodate a two-foot bumper overhang for vehicles. Sidewalks of concrete cement or other masonry construction shall be provided between the dwelling units and all community facilities provided for residents in accordance with applicable city standards and specifications. All walks shall be lighted at night with a minimum intensity of two footcandles' illumination.
- iii. Building length: Buildings shall not exceed 200 feet in length.
- iv. Oversized parking areas: Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize parking areas are provided and approved by the City. This parking area shall not be used to meet the minimum parking requirements and shall not be visible from a public street.
- v. Signage: Address numbers. All buildings containing residential units shall provide signage which clearly identifies the numbers (i.e., addresses) of the units within each building. Signage shall be visible from entrances into the complex and/or from vehicular drive aisles within the complex such that each individual unit is easy to locate by visitors, delivery persons, and/or emergency personnel.

- vi. Lighting: All parking areas shall have appropriate lighting and shall be positioned such that lights are shielded and do not adversely impact adjacent residential areas.
- vii. Gated/secured entrances: Gated/secured entrances shall be in accordance with the design standards for gated/secured entrances on private streets as adopted.
- viii. Streets or driveways: Each multifamily dwelling complex shall have driveways constructed of concrete cement or hot mixed asphalt, shall be curbed and guttered in accordance with existing requirements of the city, and shall be at least 28 feet in width throughout. All driveways shall be lighted at night with a minimum intensity of two foot-candles' illumination.

**Section 6.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**Section 7.** Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

**Section 8.** City Council finds and determines that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Tex.Gov't. Code ch. 551.

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 NOVEMBER 2014.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>NAY</u>
COUNCILMAN QUINN	<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 1<sup>ST</sup> DAY OF DECEMBER 2014.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>NAY</u>
COUNCILMAN QUINN	<u>AYE</u>

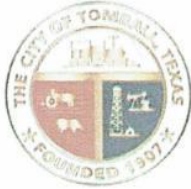
  
\_\_\_\_\_  
Gretchen Fagan, Mayor

ATTEST:

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

**Exhibit "G"**  
**Rezoning Application**

Revised: 4/13/2020



**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: CROSS ENGINEERING Title: PRESIDENT  
Mailing Address: 1955 Raymond Drive City: NORTHBROOK State: IL  
Zip: 60062 Contact: STEPHEN CROSS  
Phone: (847) 4980800 Email: SCROSS@CROSSENGINEERING.NET

**Owner**

Name: MAPLE GROUP, LTD Title: PARTNER  
Mailing Address: 917 FRANKLIN ST City: HOUSTON State: TX  
Zip: 77002 Contact: STUART RATHE  
Phone: (713) 236 1800 Email: SRATHE@MAPLEDEVELOPMENT.COM

**Engineer/Surveyor (if applicable)**

Name: WINKELMANN & ASSOCIATES, INC Title: PRESIDENT  
Mailing Address: 6750 HILLCREST PLAZA DR #215 City: DALLAS State: TX  
Zip: 75230 Contact: MICHAEL CLARK  
Phone: (214) 801 7216 Fax: ( ) Email: MCLARK@WINKELMANN.COM

Description of Proposed Project: Commercial Wholesale Warehouse / Fuel Center

Physical Location of Property: NEC HOLDERRIETH ROAD @ TOMBALL FWY  
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: SEE ATTACHED - RESERVE A MAPLEGROUP  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: PD. (B)

Current Use of Property: VACANT

Proposed Zoning District: C (COMMERCIAL)

Proposed Use of Property: WHOLESALE WAREHOUSE / FUEL CENTER

HCAID Identification Number: 683989 Acreage: 25.876

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"/>	<u>Stephen Kline</u>	<u>6/28/22</u>
	Signature of Applicant	Date
<input checked="" type="checkbox"/>	<u>John R. Kline</u>	<u>6/28/22</u>
	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.

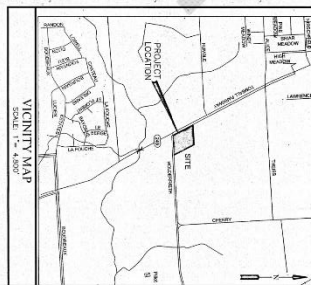
**\*Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

## 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. 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 held by 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. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. 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 for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may 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 at least seventy-two (72) hours 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.

RI-2018-00314  
 REGISTERED NUMBER 1188  
 FIELD BOOK  
 5th Street  
 COUNTY CLERK



COUNTY CLERK  
 REGISTERED  
 COUNTY CLERK  
 FIELD BOOK  
 5th Street  
 COUNTY CLERK

**TERRA**  
 SURVEYORS  
 3000 WILCREST DR. - SUITE 210  
 HOUSTON, TEXAS 77042  
 (713) 906-0297 - FAX (713) 904-9231  
 T.S.P. SURVEYING CO., INC.  
 1525 JDB NO. 987-1428-5

**MAPLE GROUP**  
 A SUBDIVISION OF 26.0389 ACRES OF LAND SITUATED IN THE  
 C.W. PILOT SURVEY, ABSTRACT 6322  
 CITY OF TOMBALL, HARRIS COUNTY, TEXAS  
 1 RESERVE (23.9748 ACRES) 0 LOTS 0 BLOCKS  
 JANUARY 3, 2018  
 JOB NO. 2524-0000-310

OWNERS:  
**MAPLE GROUP, LTD.**  
 A TEXAS LIMITED PARTNERSHIP  
 977 FRANKLIN STREET HOUSTON, TEXAS 77002  
 PH. (713) 238-1800

ENGINEER:  
**LA Engineering, Inc.**  
 11000 Katy Road, Suite 100  
 Houston, Texas 77058  
 PH. (281) 416-1200

SHEET 1 OF 2

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Texas, do hereby certify that I am the author of the foregoing plat, and that it is a true and correct copy of the original as the same appears in my office.

TERRY L. WILSON  
 Surveyor  
 My Comm. Expires 08/31/2021

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Texas, do hereby certify that I am the author of the foregoing plat, and that it is a true and correct copy of the original as the same appears in my office.

TERRY L. WILSON  
 Surveyor  
 My Comm. Expires 08/31/2021

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Texas, do hereby certify that I am the author of the foregoing plat, and that it is a true and correct copy of the original as the same appears in my office.

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TERRY L. WILSON  
 Surveyor  
 My Comm. Expires 08/31/2021



**TAX CERTIFICATE**

  
**ANN HARRIS BENNETT**  
**HARRIS COUNTY TAX ASSESSOR-COLLECTOR**  
 1001 PRESTON, SUITE 100  
 HOUSTON, TEXAS 77002

<b>Issued To:</b> MAPLE GROUP LTD A TEXAS LTD PARTNERSHIP 917 FRANKLIN ST STE 550 HOUSTON, TX 77002-1741	<b>Legal Description:</b> TRS 2M & AN ABST 632 C V PILEOT
<b>Parcel Address:</b> 0 HOLDENBRIETH RD <b>Legal Acres:</b> 25.9589	
<b>Account Number:</b> 044-058-000-0272 <b>Certificate No:</b> 1210192 <b>Certificate Fee:</b> \$10.00	<b>Print Date:</b> 01/24/2018 <b>Paid Date:</b> 02/26/2018 <b>Issue Date:</b> 02/26/2018 <b>Operator ID:</b> 00031515

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 231.02 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 2017. ALL TAXES ARE PAID IN FULL.

**Exemptions:**

<b>2017 Value:</b> 3,391,146 <b>2017 Levy:</b> 500,141.76 <b>2017 Levy Balance:</b> 30.00 <b>Prior Year Levy Balance:</b> 50.00 <b>Total Levy Due:</b> 80.00 <b>P&amp;I - Attorney Fee:</b> 30.00 <b>Total Amount Due:</b> 110.00	<b>Certified Tax Units:</b> 41 Texas County 41 Harris County 41 Harris County Flood Control Dist 41 Port of Houston Authority 41 Harris County Hospital District 44 Harris County Dept. of Education 42 Lone Star College System 41 City of Houston 679 Emergency Service Unit P (H.M.S.)
---	--

OFFICE OF  
 STAN STANART  
 COUNTY CLERK, HARRIS COUNTY, TEXAS  
 MAP RECORDS OF COUNTY CLERK  
 683900  
 FILM CODE

REFERENCED TO: [Signature]  
 ISSUED BY:  
 ANN HARRIS BENNETT  
 HARRIS COUNTY TAX ASSESSOR-COLLECTOR

THIS IS PAGE 8 OF 8 PAGES  
SCANNER Control IQ4400

03.1.00

TAX CERTIFICATE FROM ACCOUNT: 044050000272 PAGE 1 OF 1

<b>AD NUMBER:</b> 044050000272 <b>DP NUMBER:</b> 044050000272 <b>CERTIFICATE NO.:</b> 220947 <b>COLLECTING AGENCY:</b> King Williams PO Box 276 Tomball TX 77377-0276	<b>DATE:</b> 1/26/2018 <b>FEE:</b> \$10.00 <b>PROPERTY DESCRIPTION:</b> TRS 2M & AN ABST 632 C V PILEOT 1 000000 HOLDENBRIETH RD 25.95 ACRES <b>PROPERTY OWNER:</b> MAPLE GROUP LTD A TEXAS LTD PAR 917 FRANKLIN ST STE 550 HOUSTON TX 77002-1741
---	---

**REQUESTED BY:**  
LJA ENGINEERING  
TX

THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE TOMBALL IED 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 DOES NOT HAVE THE STATUTORY AUTHORITY 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 THROUGH TAX COLLECTOR PROVISIONS, THIS CERTIFICATE APPLIES TO AD VALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVELS.

CURRENT VALUES							
AMOUNT VALUE	3,391,146	IMPROVEMENT	0	DEFERRED	0	LIMITED VALUE	0
AD VALOREM VALUE	3,391,146	DEFERRED	0	LIMITED VALUE	0		
AD VALOREM VALUE	3,391,146						
EXEMPTIONS							
LAVALOREM							
YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2017	TOMBALL I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
<b>2017 SUB TOTAL</b>							<b>80.00</b>

**TOTAL CERTIFIED TAX DUE 1/2018:** \$ 0.00

ISSUED TO: LJA ENGINEERING  
ASSIGNMENT NUMBER: 044050000272

**CERTIFIED BY:** [Signature] 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 2018 tax year have not been calculated as of the above date.

PROPERTY DESCRIPTION

STATE OF TEXAS

COUNTY OF HARRIS

BEING all of Reserve "A" of Maple Group, an addition to the City of Tomball, Harris County, Texas, according to the plat thereof recorded in Film Code No. 683989, Map Records, Harris County, Texas.

CONTAINING 25.876 acres or 1,127,139 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 14th day of January, 2022, utilizing a G.P.S. bearing related to the Texas Coordinate System, South Central Texas Zone (4204), NAD 83, grid values from the GeoShack VRS network.

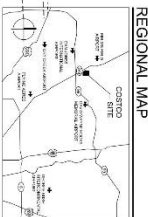
# COSTCO WHOLESALE

TOMBALL, TEXAS

# CONCEPT SITE PLAN

JUNE 28, 2022

22-5967-01  
 JUNE 28, 2022  
 CONCEPT  
 SITE PLAN  
 DD11-04



**NOTES:**  
 EXISTING CONDITIONS TO BE FIELD VERIFIED.

**PARKING DATA:**  
 TOTAL PARKING: 861 STALLS  
 INCLUDES:  
 ○ 10' WIDE STALLS 844 STALLS  
 ○ ACCESSIBLE STALLS 17 STALLS  
 NUMBER OF STALLS PER 1000 SF OF BUILDING AREA: 5.35 STALLS

**BUILDING DATA:**  
 TOTAL WAREHOUSE FOOTPRINT AREA: 161,119 SF  
 INCLUDES:  
 NET SALES FLOOR 151,466 SF  
 NET MECHANICAL / FIRE 2,429 SF  
 NET OPEN VESTIBULE 4,834 SF  
 BUILDING ENVELOPE 2,680 SF  
 WAREHOUSE HEIGHT: 33'-0"  
 TOTAL FUEL CANOPY AREA: 8,127 SF  
 TOTAL FUEL ENCLOSURE AREA: 192 SF  
 FUEL ENCLOSURE HEIGHT: 9'-0"

**BOUNDARIES:**  
 THIS PLAN HAS BEEN PREPARED BY USING CIVIL ALTA SURVEY BY WINDELMANN DATED 02/22/2022

**SETBACKS:**  
 FRONT: 77'  
 SIDE: 00'  
 REAR: 80'

**JURISDICTION:**  
 CITY OF TOMBALL  
 ZONING: COMMERCIAL

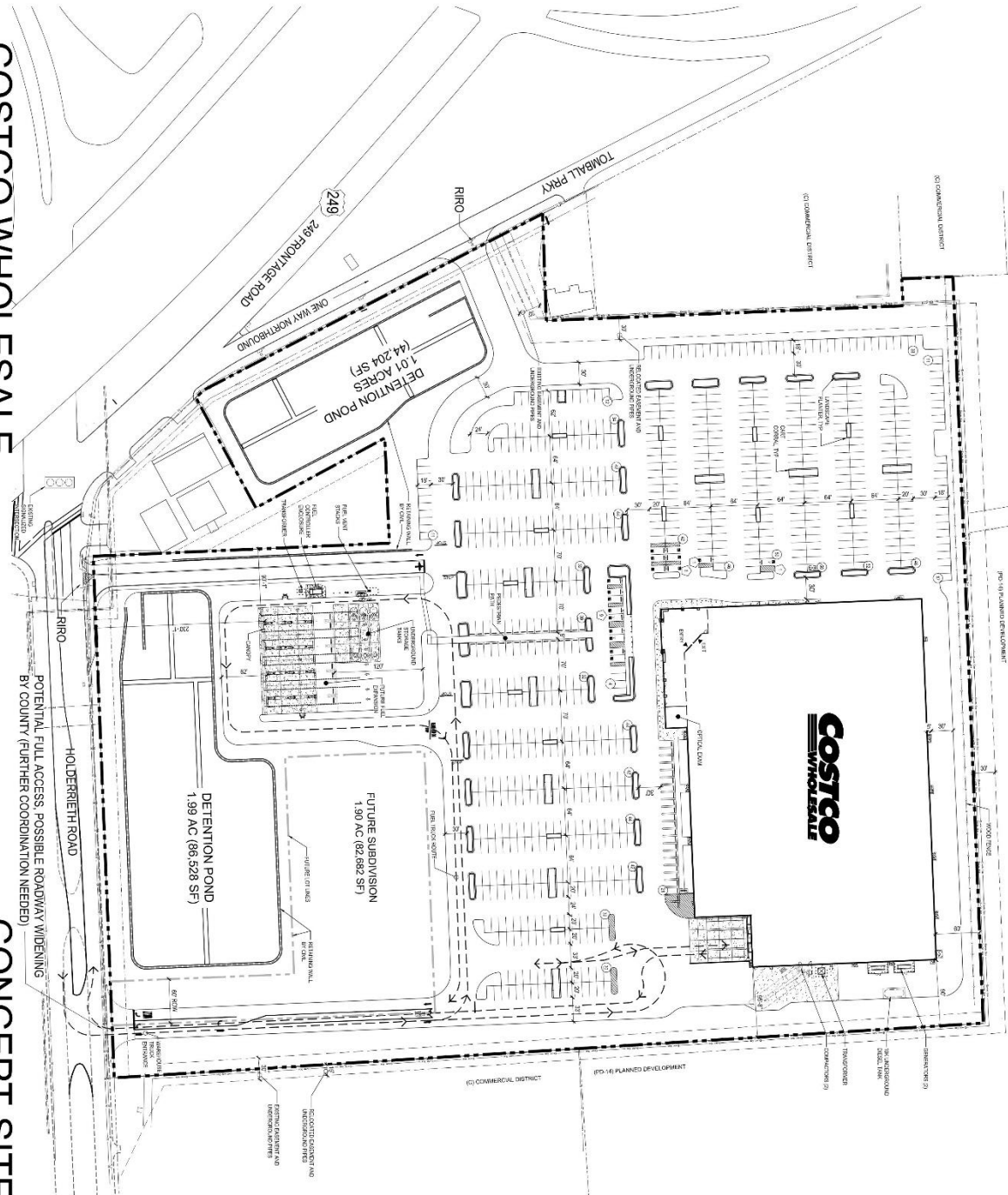
**WAREHOUSE:**  
 FRONT: 77'  
 SIDE: 00'  
 REAR: 80'

**SITE DATA:**  
 TOTAL COSTCO SITE AREA: 25.88 ACRES (1,127,119 SF)  
 INCLUDES:  
 WAREHOUSE SITE AREA: 20.88 ACRES (913,705 SF)  
 DETENTION POND: 1.01 ACRES (44,204 SF)  
 FUTURE SUBDIVISION: 1.99 ACRES (86,528 SF)

**PROJECT ADDRESS:**  
 999 LAKE DRIVE  
 ISSAQUOHA, WA 98027  
 REC OF HWY 248 & HANSEN RD  
 TOMBALL, TX

**CLIENT:**  
 COSTCO WHOLESALE

**PROJECT DATA:**  
 COSTCO WHOLESALE  
 999 LAKE DRIVE  
 ISSAQUOHA, WA 98027  
 REC OF HWY 248 & HANSEN RD  
 TOMBALL, TX



**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 BEING ALL OF RESERVE “A” IN MAPLE GROUP SUBDIVISION FROM THE PLANNED DEVELOPMENT DISTRICT #8 (PD-8) TO THE COMMERCIAL (C) DISTRICT, BEING GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF HOLDERRIETH ROAD AND STATE HIGHWAY 249 FRONTAGE ROAD; 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**, Maple Group LTD, has requested that approximately 25.87 acres of land legally described as being Reserve “A” in Maple Group Subdivision, located at the northeast corner of the intersection of Holderrieth Road 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 Planned Development District #8 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 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 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”



Location: Reserve “A” of Maple Group Subdivision

**ORDINANCE NO. 2022-27**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING A SERVICE AND ASSESSMENT PLAN FOR THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT THIRTEEN, PINE TRAILS.**

\* \* \* \* \*

**WHEREAS**, the City of Tomball, Texas (the “City”) is authorized pursuant to Texas Local Government Code, Chapter 372, as amended (“Chapter 372”) to create public improvement districts for the purposes described therein; and

**WHEREAS**, the City has received a petition (the “Petition”) requesting the creation of the City of Tomball Public Improvement District Number Thirteen (the “PID”), held a public hearing, and created the PID in accordance with the applicable provisions of Chapter 372; and

**WHEREAS**, the City passed and adopted Resolution No. Resolution 2021-25 establishing the City of Tomball Public Improvement District Number Thirteen; and

**WHEREAS**, the City Council wishes to adopt the Service and Assessment Plan with respect to the PID.

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

**Section 1.** The facts recited in the preamble hereto are found to be true and correct.

**Section 2.** The Service and Assessment Plan attached to this Ordinance as Exhibit A is hereby approved and adopted on behalf of the PID, and the Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

**Section 3.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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 19TH 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, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD 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**  
**Service and assessment Plan**  
**Public Improvement District Number Thirteen**  
**City of Tomball, Texas**

**1. Introduction**

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (“the Act”), and pursuant to Resolution 2021-25 creating the Public Improvement District Number Thirteen (“PID”), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

**2. Boundaries**

The boundaries of the PID are as indicated in Attachment A.

**3. Administration of the District**

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

**4. Public Improvements**

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PID under the Development Agreement (“Agreement”) executed between the developer and the City.

**A. *Pine Trails of Tomball***

Pine Trails of Tomball Subdivision contains 13.38 acres of land and will contain 50 lots within the PID. The public improvements authorized under this Plan for Pine Trails and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	\$1,668,925
Financing Costs (15 years @ 4.5%)	\$662,075
Total Improvements	\$2,331,000
Administration (5%)	\$116,550
Total Costs (15 years)	\$2,447,550

**5. Construction of Public Improvements**

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

**6. Conveyance of Improvements to the City**

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner’s association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

**7. Authorized Improvements**

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2021. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

**8. Advance Financing by the Developer**

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

**9. Apportionment of Costs**

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

**10. Levy of Assessments**

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 4.5% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

<b>Total Assessment</b>	<b>Annual Assessment Installment</b>	<b>Financed Assessment Term</b>	<b>City Annual Administrative Cost</b>	<b>Annual Administrative Cost</b>	<b>Total Annual Payment</b>
\$ 33,378.51	\$3,108.00	15 years	\$60.00	\$ 95.40	\$ 3,263.40

**11. Levy and Collection**

Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been



improved with a habitable structure as evidenced by the issuance of a certificate of occupancy or by full improvement valuation on the Harris County Appraisal District rolls. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

## EXHIBIT A

Two ten-acre tracts of land in the Southwest corner of that certain 100-acre tract out of the Western portion of the East 1/2 of Joseph House League, Abstract No. 34, in Harris County, Texas, described in Deed from Henry W. Hoffman, et al to Albert B. Metzler, et al recorded in Volume 914, Page 619 of the Deed Records of Harris County, Texas described as follows:

### TRACT ONE:

That certain 10 acre tract of land set apart to Julia Metzler in the Partition Deed between the heirs of J. Henry Metzler dated April 28, 1939 recorded in Volume 1124, at Page 636 of the Deed Records of Harris County, Texas more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of said 100 acre tract, above referred to;

THENCE North along the West line of said 100 acre tract a distance of 599.5 feet to a point for the Northwest corner, same being the Southwest corner of the 10 acre tract set apart to Max R. Metzler in the above mentioned Partition Deed;

THENCE East along the dividing line between the said Julia Metzler tract and the Max R. Metzler tract a distance of 726.385 feet to their common East corner, same being the Northwest corner of the 10 acre tract set apart to Ida Metzler Ramsey in said Partition Deed;

THENCE South along the West line of said Ida Metzler Ramsey 10 acre tract a distance of 599.5 feet to a point for corner in the South line of said Metzler 100 acre tract;

THENCE West along said South line a distance of 726.385 feet to the PLACE OF BEGINNING.

### TRACT TWO:

That certain 10 acre tract of land set apart to Max R. Metzler in the Partition Deed between the heirs of J. Henry Metzler dated April 28, 1939 recorded in Volume 1124, at Page 636 of the Deed Records of Harris County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of the 10 acre tract set apart to Julia Metzler in said Partition Deed said point being located 599.5 feet North of the Southwest corner of said Metzler 100 acre tract;

THENCE East along the North line of said Julia Metzler 10 acre tract 726.385 feet to the Northeast corner thereof, same being the Southwest corner of the 10 acre tract set apart to John J. Metzler in said Partition Deed;

THENCE North along the West line of said John J. Metzler 10 acre tract a distance of 599.5 feet to a point for corner, same being the Southeast corner of the 10 acre tract set apart to Olga Wolk in said Partition Deed;

THENCE West along the South line of said Olga Wolk 10 acre tract 726.385 feet to the Southwest corner thereof in the West line of said Metzler 100 acre tract;

THENCE South along said West line a distance of 599.5 feet to the PLACE OF BEGINNING.

SAVE AND EXCEPT those certain 6.292 acre and 0.1028 acre tracts conveyed to the City of Tomball by Deeds recorded under Clerk's File Nos. [Y538668](#) and [Y976041](#), respectively, of the Real Property Records of Harris County, Texas.

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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.

**Background:**

Public infrastructure improvements are complete for Pine Trails of Tomball Subdivision within Public Improvement District Number Thirteen created by the City in 2021. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll must be approved by City Council that will levy the assessment on each of the lots. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 4.5% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost*	Total Annual Payment
\$ 33,378.51	\$3,108.00	15 years	\$ 155.40	\$ 3,263.40

(\$60 of the annual administration cost is for City of Tomball administration as shown in the Service and Assessment Plan.

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a \$0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot. It is estimated that the average price of the homes to be constructed will be \$420,000. The annual assessment payment \$3,108.00 is the equivalent of a \$0.74 tax rate on a \$420,000 home.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

## Amortization Schedule

### PID TERMS AND AMORTIZATION

Duration (in years)	15
Interest Rate	4.50%
Annual Payment Amount	\$3,108.00
Total Lifetime Payments	\$46,620.00
Total Principal	\$33,378.51
Total Interest	\$13,241.49

	Payment	Principal	Interest	Payment	Payments collected	Principal Balance
						<u>\$33,378.51</u>
	1	\$1,605.97	\$1,502.03	\$3,108.00		\$31,772.54
	2	\$1,678.24	\$1,429.76	\$3,108.00		\$30,094.31
	3	\$1,753.76	\$1,354.24	\$3,108.00		\$28,340.55
	4	\$1,832.68	\$1,275.32	\$3,108.00		\$26,507.88
	5	\$1,915.15	\$1,192.85	\$3,108.00		\$24,592.73
	6	\$2,001.33	\$1,106.67	\$3,108.00		\$22,591.40
	7	\$2,091.39	\$1,016.61	\$3,108.00		\$20,500.02
	8	\$2,185.50	\$922.50	\$3,108.00		\$18,314.52
	9	\$2,283.85	\$824.15	\$3,108.00		\$16,030.67
	10	\$2,386.62	\$721.38	\$3,108.00		\$13,644.05
	11	\$2,494.02	\$613.98	\$3,108.00		\$11,150.03
	12	\$2,606.25	\$501.75	\$3,108.00		\$8,543.78
	13	\$2,723.53	\$384.47	\$3,108.00		\$5,820.25
	14	\$2,846.09	\$261.91	\$3,108.00		\$2,974.16
	15	\$2,974.16	\$133.84	\$3,108.00		\$0.00

TOTAL

\$33,378.51 \$13,241.49 \$46,620.00

**Origination:** Project Management

**Recommendation:**

Adopt Ordinance No. 2022-27, an Ordinance Levying and Assessment approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Thirteen, (PID 13), Pine Trails Subdivision, on Second Reading.

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed Meagan Mageo  
Staff Member \_\_\_\_\_  
Date

Approved by \_\_\_\_\_  
City Manager \_\_\_\_\_  
Date

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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

**Background:**

Public infrastructure improvements are complete for Pine Trails of Tomball Subdivision within Public Improvement District Number Thirteen created by the City in 2021. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll must be approved by City Council that will levy the assessment on each of the lots. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 4.5% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost*	Total Annual Payment
\$ 33,378.51	\$3,108.00	15 years	\$ 155.40	\$ 3,263.40

(\$60 of the annual administration cost is for City of Tomball administration as shown in the Service and Assessment Plan.

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a \$0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot. It is estimated that the average price of the homes to be constructed will be \$420,000. The annual assessment payment \$3,108.00 is the equivalent of a \$0.74 tax rate on a \$420,000 home.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

## Amortization Schedule

### PID TERMS AND AMORTIZATION

Duration (in years)	15
Interest Rate	4.50%
Annual Payment Amount	\$3,108.00
Total Lifetime Payments	\$46,620.00
Total Principal	\$33,378.51
Total Interest	\$13,241.49

	Payment	Principal	Interest	Payment	Payments collected	Principal Balance
						<u>\$33,378.51</u>
	1	\$1,605.97	\$1,502.03	\$3,108.00		\$31,772.54
	2	\$1,678.24	\$1,429.76	\$3,108.00		\$30,094.31
	3	\$1,753.76	\$1,354.24	\$3,108.00		\$28,340.55
	4	\$1,832.68	\$1,275.32	\$3,108.00		\$26,507.88
	5	\$1,915.15	\$1,192.85	\$3,108.00		\$24,592.73
	6	\$2,001.33	\$1,106.67	\$3,108.00		\$22,591.40
	7	\$2,091.39	\$1,016.61	\$3,108.00		\$20,500.02
	8	\$2,185.50	\$922.50	\$3,108.00		\$18,314.52
	9	\$2,283.85	\$824.15	\$3,108.00		\$16,030.67
	10	\$2,386.62	\$721.38	\$3,108.00		\$13,644.05
	11	\$2,494.02	\$613.98	\$3,108.00		\$11,150.03
	12	\$2,606.25	\$501.75	\$3,108.00		\$8,543.78
	13	\$2,723.53	\$384.47	\$3,108.00		\$5,820.25
	14	\$2,846.09	\$261.91	\$3,108.00		\$2,974.16
	15	\$2,974.16	\$133.84	\$3,108.00		\$0.00

TOTAL

\$33,378.51 \$13,241.49 \$46,620.00

**Origination:** Project Management

**Recommendation:**

Adopt Ordinance No. 2022-28, an Ordinance Levying and Assessment against properties within the City of Tomball Public Improvement District Number Thirteen (PID 13), Pine Trails Subdivision, on Second Reading.

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed Meagan Mageo  
Staff Member \_\_\_\_\_  
Date

Approved by \_\_\_\_\_  
City Manager \_\_\_\_\_  
Date



**ORDINANCE NO. 2022-28**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS LEVYING AN ASSESSMENT AGAINST PROPERTIES WITHIN THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT THIRTEEN, PINE TRAILS; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

\* \* \* \* \*

**WHEREAS**, the City of Tomball, Texas (the “City”) is authorized pursuant to Texas Local Government Code, Chapter 372, as amended (“Chapter 372”) to create public improvement districts for the purposes described therein; and

**WHEREAS**, the City has created City of Tomball Public Improvement District Number Thirteen (the “PID”), adopted a Service and Assessment Plan (the “Plan”) for the PID, all in accordance with the applicable provisions of Chapter 372; and

**WHEREAS**, the City Council filed a proposed assessment roll with the City secretary which roll was available for public inspection, and following notice thereof by mail and publication as required by Chapter 372, the City Council held a public hearing at which written or oral objections to the proposed assessments were considered and passed on by the City Council; and

**WHEREAS**, the City Council has determined that the levy of a special assessment for and on behalf of the PID is necessary and advisable, and that the proposed assessment roll apportions the cost of the subject improvements in the PID on the basis of special benefits accruing to the property because of the improvement

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

**Section 1.** The facts recited in the preamble hereto are found to be true and correct.

**Section 2.** The assessment roll attached hereto is hereby approved and the special assessments described therein are hereby levied on the subject property in accordance with the terms of the Plan, which Plan determines, inter alia, the method of payment of the assessments, and makes provision for the payment thereof in periodic installments, interest thereon and the collection thereof. The Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

**Section 3.** There is hereby created a first and prior lien securing payment of the assessment levied, effective as of the date of this Ordinance as provided in the Plan and Chapter 372.

**Section 4.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that

this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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 19TH 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>

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

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

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

ATTEST:

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



# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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

**Background:**

The property within the Raburn Reserve Public Improvement District Ten (PID 10), and as described in the Service and Assessment Plan, have substantially completed the public infrastructure improvements for Improvement Area #2 (IA2). Following the Public Hearing, it is necessary to levy assessments on the property in IA2 within PID 10 as set forth in the Service and Assessment Plan.

Per Chapter 372 of the Local Government Code, Ordinance Number 2022-xx approves the Service and Assessment Plan and Assessment Roll for Raburn Reserve Public Improvement District Number Ten (PID 10).

**Origination:** Project Management

**Recommendation:**

Adopt Ordinance No. 2022-33, levying an assessment against properties within Improvement Area #2 (IA2), for Public Improvement District Number Ten (PID 10), Raburn Reserve, on Second Reading.

**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 8/31/2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

**ORDINANCE NO. 2022-33**

**AN ORDINANCE OF THE CITY 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 PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE**

\* \* \* \* \*

**WHEREAS**, the City of Tomball, Texas (the “City”) received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the “Act”) requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Raburn Reserve Public Improvement District (the “District”); and

**WHEREAS**, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris Central Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

**WHEREAS**, the City Council approved the creation of the PID by Resolution approved on October 7, 2019 as amended on November 4, 2019 and December 7, 2020 to add additional land pursuant to notice and public hearings (collectively the "Creation Resolution") and published the Creation Resolution as authorized by the Act; and

**WHEREAS**, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after such publication; and

**WHEREAS**, the District is to be developed in phases and assessments are anticipated to be levied in each development phase (each an “Improvement Area”); and

**WHEREAS**, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within Improvement Area #2 of the District (the “Service and Assessment Plan”) and an assessment roll for Improvement Area #2 of the District (the “Assessment Roll”) that states

the assessment against each parcel of land within Improvement Area #2 of the District (the “Assessments”); and

**WHEREAS**, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Preliminary Plan and the proposed Assessment Roll on property within Improvement Area #2 of the District, pursuant to Section 372.016 of the Act; and

**WHEREAS**, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property within Improvement Area #2 of the District; and

**WHEREAS**, the City Council, pursuant to Section 372.016(c) of the Act, caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property within Improvement Area #2 of the District to the last known address of the owners of the property liable for the Assessments; and

**WHEREAS**, the City Council convened the public hearing at 6:00 p.m. on the 19th day of September, 2022, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Improvement Area #2 Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

**WHEREAS**, the developer of property within the District as described in the Service and Assessment Plan for the District has commenced the construction and acquisition of the Improvement Area #2 Improvements within the District; and

**WHEREAS**, the City wishes to levy assessments on the property within the District for the Authorized Improvements as set forth in the Service and Assessment Plan; and

**WHEREAS**, the City Council finds and determines that the Service and Assessment Plan and Assessment Roll attached thereto should be approved and that the Assessments should be levied on property within Improvement Area #2 of the District as provided in this Ordinance and the Service and Assessment Plan and Assessment Roll; and

**WHEREAS**, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Improvement Area #2 Improvements, the Assessment Roll or the levy of Assessments; and

**WHEREAS**, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements

filed with the District, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan attached hereto as Exhibit A.

Section 3. Findings. The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes. The City Council hereby finds, determined and orders, as follows:

- a. The apportionment of the Costs of the Improvement Area #2 Improvements, and the Annual Collection Costs pursuant to the Service and Assessment Plan is fair and reasonable, reflects an accurate presentation of the special benefit each property will receive from the Improvement Area #2 Improvements identified in the Service and Assessment Plan, and is hereby approved; and
- b. The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Improvement Area #2 Improvements; and
- c. The Service and Assessment Plan apportions the costs of the Improvement Area #2 Improvements to be assessed against each Assessed Property in Improvement Area #2 of the District and such apportionment is made on the basis of special benefits accruing to each Assessed Property within Improvement Area #2 of the District because of Improvement Area #2 Improvements; and
- d. All of the real property within Improvement Area #2 of the District which is being assessed in the amounts shown in the Service and Assessment Plan and Assessment Roll will be benefited by the Improvement Area #2 Improvements proposed to be provided through the District in the Service and Assessment Plan, and each parcel of real property in Improvement Area #2 of the District will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed; and
- e. The method of apportionment of the costs of the Improvement Area #2 Improvements and Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Improvement Area #2 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs; and

- f. The Service and Assessment Plan should be approved as the service plan and assessment plan for the District, as described in Sections 372.013 and 372.014 of the Act; and
- g. The Assessment Roll in the form attached to the Service and Assessment Plan should be approved as the assessment roll for Improvement Area #2 of the District; and
- h. The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Improvement Area #2 Annual Installments, interest and penalties on delinquent Assessments and delinquent Improvement Area #2 Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the improvements needed and required for the area within Improvement Area #2 of the District; and
- i. A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon.

Section 4. Assessment Plan. The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the Act as a service plan and an assessment plan for the Improvement Area #2 within Improvement Area #2 of the District.

Section 5. Assessment Roll. The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the Act as the assessment roll for the Improvement Area #2 Improvements within Improvement Area #2 of the District.

Section 6. Levy and Payment of Assessments for Costs of Authorized Improvements.

- a. The City Council hereby levies Assessments on each Assessed Property located within Improvement Area #2 of the District, as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll, as special assessments on the properties within Improvement Area #2 of the District as set forth in the Service and Assessment Plan and the Assessment Roll.
- b. The levy of the Assessments shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.
- c. The collection of the Assessments shall be as described in the Service and Assessment Plan.



- d. Each Assessment may be pre-paid or paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.
- e. Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.
- f. Each Improvement Area #2 Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.
- g. The Annual Collection Cost for Assessed Properties in Improvement Area #2 of the District shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. Method of Assessment. The method of apportioning the costs of the Improvement Area #2 Improvements is as set forth in the Service and Assessment Plan.

Section 8. Penalties and Interest on Delinquent Assessments. Delinquent Assessments shall be subject to the penalties, interest, procedures and foreclosure sales set forth in the Service and Assessment Plan. The Assessments shall have lien priority as specified in the Act and the Service and Assessment Plan.

Section 9. Prepayments of Assessments. As provided in Section 372.018(f) of the Act and in the Service and Assessment Plan, the owner (the “Owner”) of any Assessed Property in Improvement Area #2 of the District may prepay the Assessments levied by this Ordinance as set forth in the Service and Assessment Plan.

Section 10. Lien Priority. As provided in the Act, the City Council and owners of the Assessed Property intend for the obligations, covenants and burdens on the owners of Assessed Property in Improvement Area #2 of the District, including without limitation such owner’s obligations related to payment of the Assessments and the Improvement Area #2 Annual Installments, to constitute a covenant running with the land. The Assessments and the Improvement Area #2 Annual Installments levied hereby shall be binding upon the Assessed Property in Improvement Area #2 of the District and the owners of Assessed Properties in Improvement Area #2 of the District, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Act.

Section 11. Administrator and Collector of Assessments.

- a. Administrator. The City shall administer the Service and Assessment Plan and the Assessments levied by this Ordinance. The City has appointed a third-party administrator (the “Administrator”) to administer the Service and Assessment Plan and the Assessments. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator’s fees, charges and expenses for providing such services shall constitute an Annual Collection Cost.

- b. Collector. The City may collect the assessments or may, by future action, appoint a third-party collector of the Assessments. The City is hereby authorized to enter into an agreement with a third-party for the collection of the Assessments. The City may also contract with any other qualified collection agent selected by the City or may collect the Assessments on its own behalf. The costs of such collection contracts shall constitute an Annual Collection Cost.

Section 12. Applicability of Tax Code. To the extent not inconsistent with this Ordinance and the Act or other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Assessments by the City.

Section 13. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 14. Effective Date. This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution thereof.

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 19TH DAY OF SEPTEMBER 2022.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED 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 \_\_\_\_\_  
COUNCILMAN STOLL \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN TOWNSEND \_\_\_\_\_  
COUNCILMAN PARR \_\_\_\_\_

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

ATTEST:

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

# Raburn Reserve Public Improvement District

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2022 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN  
OCTOBER 3, 2022



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## INTRODUCTION

Capitalized terms used in this 2022 Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2022 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2022 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes.

On October 7, 2019, the City passed and approved Resolution No. 2019-41 authorizing the creation of the District in accordance with the PID Act, as amended, which authorization was effective upon publication as required by the PID Act.

On November 4, 2019, the City passed and approved Resolution No. 2019-45 which amends and restates Resolution No. 2019-41 by incorporating the increased area of the District as a result of right-of-way abandonments. The revised boundary of the District encompasses approximately 105.05 acres.

On September 21, 2020, the City adopted Ordinance No. 2020-26 approving the 2020 Service and Assessment Plan and Assessment Roll for the Raburn Reserve Public Improvement District. The Ordinance also levied assessments against benefited properties within the District and established a lien on such properties.

On December 7, 2020, the City passed and approved Resolution No. 2020-43 which amends and restates Resolution No. 2019-45 by incorporating an additional 5.082 acres into the area of the District. The revised boundary of the District encompasses approximately 110.12 acres.

On August 16, 2021, the City approved Resolution No. 2021-26 approving the 2021 Annual Service Plan Update for the District. The 2021 Annual Service Plan Update updated the Assessment Rolls for 2021.

On August 1, 2022, the City approved Ordinance No. 2022-26 approving the 2022 Annual Service Plan Update for the District. The 2022 Annual Service Plan Update updated Assessment Rolls for 2022.

The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 110.12 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B**.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2022 Amended and Restated Service and Assessment Plan, which

serves to amend and restate the 2020 Service and Assessment Plan, as updated by the 2022 Annual Service Plan Update, in its entirety for the purposes of (1) levying Improvement Area #2 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #2 Series 2022 Bonds and the Improvement Area #1 Series 2022 Bonds, incorporating provisions relating to the City's Improvement Area #2 Reimbursement Obligation and (3) updating the Assessment Rolls.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The updated Improvement Area #1 Assessment Roll is contained in **Exhibit F**. The Improvement Area #2 Assessment Roll is contained in **Exhibit H**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

## SECTION I: DEFINITIONS

**“2020 Service and Assessment Plan”** means the original Service and Assessment Plan approved by City Council on September 21, 2020.

**“2021 Annual Service Plan Update”** means the Annual Service Plan Update to the 2020 Service and Assessment Plan approved by City Council on August 16, 2021.

**“2022 Annual Service Plan Update”** means the Annual Service Plan Update to the 2020 Service and Assessment Plan approved by City Council on August 1, 2022.

**“2022 Amended and Restated Service and Assessment Plan”** means this Amended and Restated Service and Assessment Plan which serves to amend and restate the 2020 Service and Assessment Plan, as updated by the 2021 Annual Service Plan Update and the 2022 Annual Service Plan Update, in its entirety for the purposes of (1) levying Improvement Area #2 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #2 Series 2022 Bonds and Improvement Area #1 Series 2022 Bonds, incorporating provisions relating to the City’s Improvement Area #2 Reimbursement Obligation and (3) updating the Assessment Rolls.

**“Actual Costs”** mean, with respect to Authorized Improvements, the Developer’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Authorized Improvement as set forth in this 2022 Amended and Restated Service and Assessment Plan, except for authorized reallocations, which include Cost Underruns (as defined in the Development Agreement) in any category of Authorized Improvements being reallocated to cover Cost Overruns (as defined in the Development Agreement) in any different category of Authorized Improvements as approved by the City. Actual Costs may include: (1) the costs incurred by, caused to be incurred by, or on behalf of the Developer (either directly or through affiliates) for the design, planning, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) construction management fees equal to 4% of cost of the Authorized Improvements; (4) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; and (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.



**“Additional Interest”** means the amount collected by application of the Additional Interest Rate.

**“Additional Interest Rate”** means an amount not to exceed 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Improvement Area #2 Assessments securing the Improvement Area #2 Reimbursement Obligation.

**“Administrator”** means the City or the person or firm designated by the City who shall have the responsibility provided in this 2022 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

**“Annual Collection Costs”** mean the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of PID Bonds, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments, including the costs of foreclosure; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2022 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, the administration of the Improvement Area #2 Reimbursement Agreement, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

**“Annual Installment”** means the annual installment payment on the Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, as applicable.

**“Annual Service Plan Update”** means an update to the 2022 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**“Assessed Property”** means any Parcel within the District against which an Assessment is levied and does not include Non-Benefited Property.

**“Assessment”** means an assessment (including interest thereon) levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**“Assessment Ordinance”** means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment.

**“Assessment Plan”** means the methodology employed to assess the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements, more specifically described in **Section V**.

**“Assessment Roll”** means the assessment roll for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit F** and the Improvement Area #2 Assessment Roll is included as **Exhibit H**.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act, including First Year Annual Collection Costs and Bond Issuance Costs, as described in **Section III**.

**“Bond Issuance Costs”** means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**“City”** means the City of Tomball, Texas.

**“City Council”** means the duly elected governing body of the City.

**“County”** means Harris County, Texas.

**“Delinquency and Prepayment Reserve Fund”** means the funds established pursuant to the Indenture where the Additional Interest will be deposited.

**“Delinquent Collection Costs”** mean costs related to the foreclosure of the lien on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2022 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney’s fees to the extent permitted by law, but excluding amounts representing interest and penalty interest.

**“Developer”** means HT Raburn Reserve Development, L.P. a Texas limited partnership, and any successor developer of property in the District or any portion thereof.

**“Development Agreement”** means that certain Raburn Reserve Development Agreement between the City and the Developer dated as of October 7, 2019, as amended by that certain First Amendment to Raburn Reserve Development Agreement effective June 15, 2020.

**“District”** means the Raburn Reserve Public Improvement District containing approximately 110.12 acres located within the City as shown on **Exhibit B** and more specifically described on **Exhibit A-1**.

**“District Formation Expenses”** means costs related to the formation of the District and the levy of Assessments including attorney fees, financial consultant fees, and other fees.

**“Estimated Buildout Value”** means the estimated buildout value of an Assessed Property, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that may impact value.

**“First Year Annual Collection Costs”** means the estimated Annual Collection Costs for the first year following the levy of Assessments.

**“Future Improvement Areas”** means the property within the District, excluding Improvement Area #1 and Improvement Area #2. Future Improvement Areas may be developed in phases after Improvement Area #1 and Improvement Area #2.

**“Future Improvement Area Bonds”** mean bonds issued to fund Future Improvement Area Improvements (or a portion thereof) in a Future Improvement Area that are secured by Assessments levied on Assessed Property within such Future Improvement Area, if such bonds are issued.

**“Future Improvement Area Improvements”** mean those Authorized Improvements which will confer a special benefit solely on the related Future Improvement Area.

**“Improvement Area”** means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1, Improvement Area #2 and each area within the Future Improvement Areas that is specifically defined and designated as a phase of the District.

**“Improvement Area #1”** means approximately 38.50 acres located within the District, as shown on **Exhibit B** and more specifically detailed on the Improvement Area #1 Plat attached as **Exhibit O**.

**“Improvement Area #1 Series 2020 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2020 (Raburn Reserve Public Improvement District Improvement Area #1)”, that are secured by Improvement Area #1 Assessments.

**“Improvement Area #1 Series 2022 Bonds”** mean those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District

Improvement Area #1)", that are secured by Improvement Area #1 Assessments.

**"Improvement Area #1 Annual Installment"** means the annual installment payment on the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #1 Assessed Property"** means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

**"Improvement Area #1 Assessment"** means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #1 Improvements"** mean those Authorized Improvements that only benefit Improvement Area #1.

**"Improvement Area #1 Plat"** means the plat recorded in the Official Public Records of the County on August 12, 2020 and attached as **Exhibit O**.

**"Improvement Area #2"** means approximately 35.15 acres located within the District, as shown on **Exhibit B** and more specifically detailed on **Exhibit A-3**.

**"Improvement Area #2 Additional Bonds"** means those PID Bonds that are anticipated to be issued to refund the Improvement Area #2 Reimbursement Obligation that are secured by Improvement Area #2 Assessments.

**"Improvement Area #2 Annual Installment"** means the annual installment payment on the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, as applicable. The Additional Interest Rate is not charged on Improvement Area #2 Assessments securing the Improvement Area #2 Reimbursement Obligation.

**"Improvement Area #2 Assessed Property"** means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

**"Improvement Area #2 Assessment"** means an Assessment levied against a Parcel within Improvement Area #2 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #2 Improvements"** mean those Authorized Improvements that only benefit Improvement Area #2.

**“Improvement Area #2 Plat”** means the plat recorded in the Official Public Records of the County on February 18, 2022 and attached as **Exhibit P**.

**“Improvement Area #2 Series 2022 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #2)”, that are secured by Improvement Area #2 Assessments.

**“Improvement Area #2 Reimbursement Agreement”** means that certain “Raburn Reserve Public Improvement District Improvement Area #2 Acquisition and Reimbursement Agreement” effective \_\_\_\_, 202\_ entered into by and between the City and Developer, whereby all or a portion of the Actual Costs as set forth herein will be paid to the Developer from Improvement Area #2 Assessments to reimburse the Developer for Actual Costs paid by the Developer, that are eligible to be paid with Improvement Area #2 Assessments plus interest.

**“Improvement Area #2 Reimbursement Obligation”** means an amount not to exceed \$2,744,000 secured by Improvement Area #2 Assessments to be paid to Developer pursuant to the Improvement Area #2 Reimbursement Agreement.

**“Indenture”** means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and a Trustee setting forth terms and conditions related to PID Bonds.

**“Lot”** means a tract of land upon which the levy of Assessments is based in this 2022 Amended and Restated Service and Assessment Plan, that is (1) a “lot” in a subdivision plat recorded in the official records of the County, (2) a development/concept plan or (3) a preliminary plat.

**“Lot Type”** means a classification of final building Lots with similar characteristics (e.g. general retail, light industrial, multi-family, single family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council.

**“Lot Type 1”** means a residential Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot as shown on **Exhibit K**.

**“Lot Type 2”** means a residential Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot as shown on **Exhibit K**.

**“Maximum Assessment”** means for each Lot Type within the District, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit J**.

**“Non-Benefited Property”** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit. Assessed Property converted to Non-Benefited

Property, if the Assessments are not reallocated pursuant to the provisions herein, remain subject to the Assessments and requires the Assessments to be prepaid as provided herein.

**“Owner”** means the person in whom is vested the ownership, dominion, or title of property.

**“Parcel(s)”** means a property, within the District, identified by either a tax map identification number assigned by the Harris County Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

**“PID Act”** means Chapter 372, Texas Local Government Code, as amended.

**“PID Bonds”** means bonds issued by the City to finance the Authorized Improvements and secured in whole or in part by Assessments, including Annual Installments thereof; and include Improvement Area #1 Series 2020, Improvement Area #1 Series 2022 Bonds and Improvement Area #2 Series 2022 Bonds.

**“Prepayment”** means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent Annual Installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

**“Prepayment Costs”** means principal and interest, including Additional Interest, and Annual Collection Costs incurred up to the date of Prepayment, and including any penalties.

**“Reimbursement Agreement”** means any reimbursement agreement, including the Improvement Area #2 Reimbursement Agreement, between the City and the Developer pursuant to which the City agrees to levy Assessments on an Improvement Area and all or a portion of such Assessments are paid to the Developer to reimburse the Actual Costs related to such Improvement Area.

**“Reimbursement Obligation”** means the amount to be paid to the Developer pursuant to a Reimbursement Agreement.

**“Residential Lot”** means a Lot designed to include a residential home within a final subdivision plat and as determined by the Administrator and confirmed by the City Council.

**“Service Plan”** means the plan that defines the annual indebtedness and projected costs of the Authorized Improvements, and covers a period of at least five years, more specifically described in **Section IV**.

**“Trustee”** means a trustee (or successor trustee) under the applicable Indenture.

## SECTION II: THE DISTRICT

The District includes approximately 110.12 contiguous acres located within the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B**. Development of the District is anticipated to include approximately 391 single-family homes, as shown on **Exhibit K**.

Improvement Area #1 includes approximately 38.50 acres as more particularly described in the Improvement Area #1 Plat on **Exhibit O** and depicted on **Exhibit B**. Development of Improvement Area #1 contains 133 single-family homes.

Improvement Area #2 includes approximately 35.15 acres as more particularly described in the Improvement Area #2 Plat on **Exhibit P** and depicted on **Exhibit B**. Development of Improvement Area #2 is anticipated to contain 118 single-family homes.

It is anticipated there will be one additional Future Improvement Area within the District. As Future Improvement Areas are developed and in connection with the issuance of any Future Improvement Area Bonds, this 2022 Amended and Restated Service and Assessment Plan will be amended to update the Exhibits. A map of the property that will comprise the Future Improvement Areas is depicted on **Exhibit B**.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements confer a special benefit on the Assessed Property. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

### A. Improvement Area #1 Improvements

#### ▪ *Streets*

Improvements including subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, and retaining walls. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater services to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Detention, Clearing and Grubbing*

Improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the Improvement Area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City, except for detention ponds.

- *Natural Gas*

Improvements include excavation and embedment, trench safety, plastic piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, and erosion control. These will include the necessary appurtenances to be fully operational to convey natural gas to the limits of the improvement area. The Natural Gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, District Formation Expenses, and contingency.



## **B. Improvement Area #2 Improvements**

### ▪ *Streets*

Improvements including subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

### ▪ *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

### ▪ *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

### ▪ *Detention, Clearing and Grubbing*

Improvements including earthen channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm water. The storm water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. The improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the Improvement Area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

City, except for detention ponds.

- *Natural Gas*

Improvements include excavation and embedment, trench safety, plastic piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, and erosion control. These will include the necessary appurtenances to be fully operational to convey natural gas to the limits of the improvement area. The Natural Gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, District Formation Expenses, and contingency.

### **C. Future Improvement Area Improvements**

As Future Improvement Areas are developed and Assessments are levied on Assessed Property within the Future Improvement Areas, this 2022 Amended and Restated Service and Assessment Plan will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the Assessed Property inside each Future Improvement Area.

### **D. First Year Annual Collection Costs**

Equals the estimated cost of first year District administration.

### **E. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Deposit to Delinquency and Prepayment Reserve Fund*

Includes initial deposit to Delinquency and Prepayment Reserve Fund.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, paying agent fees, Trustee fees and any other cost or expense directly associated with the issuance of PID Bonds.

Upon completion of construction of the Authorized Improvements, any cost underruns within a line item of Authorized Improvements, may be available to pay cost overruns on any other Authorized Improvement line item with the approval of the City; such changes shall be set forth in an Annual Service Plan Update.

#### **SECTION IV: SERVICE PLAN**

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. The Service Plan for the District is summarized on **Exhibit D**.

The sources and uses of funds required to construct the Authorized Improvements and pay the District Formation Expenses and Bond Issuance Costs are summarized on **Exhibit E**. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

#### **SECTION V: ASSESSMENT PLAN**

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future Owners and developers of the Assessed Property.

#### **A. Assessment Methodology**

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and on review by the City staff and by third-party consultants retained by the City, has determined that the Improvement Area #1 Improvements and Improvement Area #2 Improvements shall be allocated between Improvement Area #1 and Improvement Area #2 as follows:

- Improvement Area #1 Improvements shall be allocated 100% to Improvement Area #1 Assessed Property.
- Improvement Area #2 Improvements shall be allocated 100% to the Improvement Area #2 Assessed Property.
- First Year Annual Collection Costs shall be allocated entirely to the Assessed Property securing the applicable Assessment levy.
- Bond Issuance Costs shall be allocated entirely to the Assessed Property securing the applicable PID Bond.

When, and if, Future Improvement Areas are developed and the issuance of Future Improvement Area Bonds are contemplated, this 2022 Amended and Restated Service and Assessment Plan will be amended to determine the assessment methodology necessary to apply equal shares of Actual Costs of Future Improvement Area Improvements on Assessed Property similarly benefited within that Future Improvement Area.

#### **B. Assessments**

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments will be levied entirely on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

When, and if, Future Improvement Areas are developed and the issuance of Future Improvement Area Bonds are contemplated, this 2022 Amended and Restated Service and Assessment Plan will be amended to determine the Assessment and Annual Installment associated with the costs

of Future Improvement Area Improvements or each Lot located within a Future Improvement Area. The Assessment shall not exceed the benefit received by the Assessed Property.

### **C. Findings of Special Benefit**

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by City, has found and determined:

▪ *Improvement Area #1*

1. The costs of Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 equal \$5,918,157, as shown on **Exhibit C**; and
2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 equal to or greater than the Actual Costs of the Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1; and
3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1, which equal \$4,278,000, of which \$4,203,000 remains outstanding, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit ( $\geq$  \$5,918,157) received by the Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 is equal to or greater than the amount of the Improvement Area #1 Assessments (\$4,278,000) levied on the Improvement Area #1 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Developer owned 100% of the Improvement Area #1 Assessed Property. The Developer acknowledged that Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 associated therewith. The Developer ratified, confirmed, accepted, agreed to, and

approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

**Exhibit J** shows the estimated special benefit per Lot Type within Improvement Area #1 based on the Improvement Area #1 Plat attached as **Exhibit O**.

▪ *Improvement Area #2*

1. The costs of Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 equal \$5,182,157, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 equal to or greater than the Actual Costs of the Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2; and
3. The Improvement Area #2 Assessed Property will be allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2, which equal \$5,182,157, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H**; and
4. The special benefit ( $\geq$  \$5,182,157) received by the Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 is equal to or greater than or equal to the amount of the Improvement Area #2 Assessments (\$5,174,000) levied on the Improvement Area #2 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the Developer owned 100% of the Improvement Area #2 Assessed Property. The Developer acknowledged that Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special

benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

**Exhibit J** shows the estimated special benefit per Lot Type within Improvement Area #2.

#### **D. Annual Collection Costs**

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessments remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of Annual Installments in the amounts shown on **Exhibit G** and **Exhibit I**, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

#### **E. Additional Interest**

The interest rate on Assessments levied on the Assessed Property for purposes of paying debt service on the PID Bonds shall exceed the interest rate on the PID Bonds by the Additional Interest Rate. Additional Interest will not be collected on the Improvement Area #2 Reimbursement Obligation. Additional Interest shall be collected as part of each Annual Installment collected for purposes of paying debt service on the PID Bonds *and* shall be deposited into the Delinquency and Prepayment Reserve Fund, pursuant to the Indenture.

#### **F. Future Bonds to Finance Improvement Area #2 Reimbursement Obligation**

The City may issue PID Bonds in the future to finance the remaining Improvement Area #2 Reimbursement Obligation. At the time of such financing, the interest currently charged and paid on the portion of the Improvement Area #2 Assessments allocated to Improvement Area #2 Reimbursement Obligation shall cease being paid to the Developer and the portion of the Improvement Area #2 Assessments currently allocated to the Improvement Area #2 Reimbursement Obligation shall then bear interest at the rate of the PID Bonds issued to finance the Improvement Area #2 Reimbursement Obligation plus the Additional Interest.

## **SECTION VI: TERMS OF THE ASSESSMENTS**

#### **A. Reallocation of Assessments**

##### *1. Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2022 Amended and Restated Service and Assessment Plan approved by the City Council.

## *2. Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Parcel according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type

D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Parcels shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant



to this section shall be reflected in an update to this 2022 Amended and Restated Service and Assessment Plan approved by the City Council.

### *3. Upon Consolidation*

If two or more Assessed Properties are consolidated, the Administrator shall allocate the Assessments against the Assessed Properties before the consolidation to the consolidated Assessed Property, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on **Exhibit J** for the applicable Lot Type, and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.B**.

#### **B. True-up of Assessments if Maximum Assessment Exceeded**

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Developer must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

#### **C. Mandatory Prepayment of Assessments**

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the Owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the Owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the Owner causing the change in status shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

#### **D. Reduction of Assessments**

If, as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the costs estimated herein, each Assessment shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Any excess PID Bond proceeds remaining as a result of a cost savings for Authorized Improvements shall be applied to

redeem the applicable series of outstanding PID Bonds. Any such reduction in the costs of the Authorized Improvements shall also reduce the Reimbursement Obligation under the related Reimbursement Agreement. The Assessments for each Improvement Area shall not, however, be reduced to an amount less than the related outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

Similarly, if a portion of the Authorized Improvements to be funded with a series of PID Bonds or pursuant to a Reimbursement Agreement are not undertaken resulting in excess PID Bond proceeds or excess Assessment revenues, then the City may, in its discretion (i) in accordance with the applicable Indenture, reduce the Assessment for each Assessed Property securing the applicable PID Bonds on a pro-rata basis, or as otherwise determined by the City in accordance with the Indenture, to reflect only the Actual Costs that were expended and deposit and apply such excess PID Bond proceeds as described in the paragraph above or as authorized in the Indenture or (ii) reduce the applicable Improvement Area Assessment and the corresponding Reimbursement Obligation.

The Assessments shall not be reduced to an amount less than the amount due on the related outstanding series of PID Bonds and any related Reimbursement Obligation, as such Reimbursement Obligation may be reduced pursuant to this Section. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Assessed Properties from the Authorized Improvements completed.

If all the Authorized Improvements are not undertaken in any Improvement Area resulting in excess PID Bonds proceeds and excess Assessment revenues, then the City shall, at its discretion (i) in accordance with the applicable Indenture, reduce Assessments and Annual Installments for each applicable Assessed Property on a pro-rata basis to reflect only the amounts required to repay the PID Bonds, including interest on the PID Bonds, Additional Interest, Annual Collection Costs, and/or (ii) reduce the outstanding Reimbursement Obligation relating to the applicable Reimbursement Agreement and reduce the applicable Assessments and Annual Installments to reflect only the amount required to repay the resulting reduced Reimbursement Obligation, if any. The applicable excess PID Bond proceeds shall be applied to redeem PID Bonds as set forth in the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the amount due on the related outstanding PID Bonds.

The City Council may reduce the Assessments and the Annual Installments for Assessed Property (1) in an amount that represents the Authorized Improvements provided for each property; (2)

by an equal percentage per Residential Lot; or (3) In any other manner determined by the City Council to be the most fair and practical means of reducing the Assessments for Assessed Property, such that the sum of the resulting reduced Assessments equals the amount required to repay the PID Bonds, including interest on the PID Bonds, Additional Interest, the Annual Collection Costs portion of the Assessment, and any Reimbursement Obligation.

#### **E. Prepayment of Assessments**

The Owner of the Assessed Property may pay, at any time, all or any portion of an Assessment in accordance with the PID Act, including all Prepayment Costs. If Prepayments will result in redemption of PID Bonds, the payment amount shall be reduced by the amount, if any, of reserve funds applied to the redemption under the Indenture, net of any other costs applicable to the redemption of PID Bonds as set forth in the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If the principal portion of an Assessment is paid in full, with interest accrued to the date of Prepayment: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the Owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit N**.

If an Assessment is paid in part, with interest: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

#### **F. Prepayment as a result of Eminent Domain Proceeding or Taking**

If any portion of any Parcel of Assessed Property is taken from an Owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the

Assessed Property less the Taken Property), (the “**Remaining Property**”) following the reclassification of the Taken Property as Non-Benefited Property. The Owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2022 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property.

Following the initiation of the Taking, the Administrator will be required to determine the portion of the Assessment that was levied against the Assessed Property that would have been allocated to the Taken Property prior to its reclassification as Non-Benefited Property based on a manner that results in imposing equal shares of the costs of the applicable Authorized Improvements on property similarly benefited.

The Owner shall make a Prepayment of the Assessment in an amount equal to the amount determined by the Administrator in the above paragraph prior to the transfer of ownership of the Taken Property.

By way of illustration, if an Owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, and the Owner shall owe \$10 as a prepayment for the Taken Property.

Notwithstanding the previous paragraphs in this subsection if the Administrator determines that the Taking prevents the Remaining Property from being developed as shown on the final plat, the Owner shall be required to prepay the total amount of the Assessment levied against the Remaining Property within sixty (60) days of such determination.

#### **G. Payment of Assessment in Annual Installments**

**Exhibit G** shows the projected Annual Installments for Improvement Area #1 and **Exhibit I** shows the projected Annual Installments for Improvement Area #2. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

If any Parcel shown on the Assessment Roll is assigned multiple tax identification numbers, the Annual Installment shall be allocated pro rata based on the acreage of the property as shown by Harris County Appraisal District for each tax identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of

Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Property for which Assessments remain unpaid based on the amount of the outstanding Assessment on each Assessed Property. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Foreclosure sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act, Indenture, and Development Agreement. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year.

Failure of an Owner to receive an invoice for an Annual Installment on the property tax bill shall not relieve the Owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Annual Installments to the extent permitted by the PID Act.

#### **H. Allocating Annual Installments if Assessed Property is Sold**

If Assessed Property is sold, the Annual Installment shall be allocated between the buyer and seller in the same methodology as property taxes.

## **SECTION VII: ASSESSMENT ROLL**

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel as part of each Annual Service Plan Update.

As Future Improvement Areas are developed, this 2022 Amended and Restated Service and Assessment Plan will be amended to determine the Assessment for each Lot located within such Future Improvement Areas.

## **SECTION VIII: ADDITIONAL PROVISIONS**

### **A. Administrative Review**

To the extent consistent with the PID Act, an Owner of Assessed Property claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the Owner fails to give such notice, such Owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred. The City may elect to designate a third party who is not an officer or employee of the City to serve as administrator of the District.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property Owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property Owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the District for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council, shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property Owner shall be a condition precedent to any other appeal or legal action by such Owner.

### **B. Termination of Assessments**

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the Owner of the affected Assessed Property a recordable “Notice of the PID Assessment Termination,” attached hereto as **Exhibit N**.

### **C. Amendments**

Amendments to this 2022 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2022 Amended and Restated Service and Assessment Plan may be amended without notice to Owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2022 Amended and Restated Service and Assessment Plan; and (4) for any other purpose authorized by the PID Act.

### **D. Administration and Interpretation**

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2022 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2022 Amended and Restated Service and Assessment Plan. Interpretations of this 2022 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by Owners or Developers adversely affected by the interpretation. Appeals shall be decided by the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the Owners and Developers and their successors and assigns.

### **E. Form of Buyer Disclosure**

Per Section 5.014 of the Texas Property Code, as amended, this 2022 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Exhibit P-1**, and **Exhibit P-2**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

### **F. Severability**

If any provision of this 2022 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.



## LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes:

<b>Exhibit A-1</b>	District Legal Description
<b>Exhibit A-2</b>	Improvement Area #1 Legal Description
<b>Exhibit A-3</b>	Improvement Area #2 Legal Description
<b>Exhibit B</b>	District Boundary Map
<b>Exhibit C</b>	Authorized Improvements
<b>Exhibit D</b>	Service Plan
<b>Exhibit E</b>	Sources and Uses
<b>Exhibit F</b>	Improvement Area #1 Assessment Roll
<b>Exhibit G</b>	Improvement Area #1 Annual Installments
<b>Exhibit H</b>	Improvement Area #2 Assessment Roll
<b>Exhibit I</b>	Improvement Area #2 Annual Installments
<b>Exhibit J</b>	Maximum Assessment and Special Benefit per Lot Type
<b>Exhibit K</b>	Concept Plan
<b>Exhibit L</b>	Improvement Area #1 Improvements Maps
<b>Exhibit M</b>	Improvement Area #2 Improvements Maps
<b>Exhibit N</b>	Notice of PID Assessment Termination
<b>Exhibit O</b>	Improvement Area #1 Plat
<b>Exhibit P</b>	Improvement Area #2 Plat
<b>Exhibit Q-1</b>	Lot Type 1 Buyer Disclosure
<b>Exhibit Q-2</b>	Lot Type 2 Buyer Disclosure

## EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

**METES AND BOUNDS DESCRIPTION  
BEING 110.12 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

A 110.12 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING ALL OF OUTLOT 347 OUT OF THE CORRECTED MAP OF TOMBALL OUTLOTS AS RECORDED UNDER VOLUME (VOL.) 4, PAGE (PG.) 75 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.) CONVEYED TO MICHAEL A. OTT IN DOCUMENT RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) Y659052, AND ALL OF A CALLED 105.0452 ACRE TRACT OF LAND, CONVEYED TO HT RABURN RESERVE DEVELOPMENT LP, AS RECORDED UNDER H.C.C.F. NO. RP-2019-536600, THE SAID 110.12 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a 1/2" iron rod found on the east Right-of-Way (R.O.W.) line of South Persimmon Street (30-foot-wide) as recorded under Vol. 2, Pg. 65, H.C.M.R., marking the northwest corner of said 105.0452 acre tract and the herein described tract, and the southwest corner of Lot 1, Block 1 of Persimmon Properties, map or plat thereof recorded under Film Code Number (F.C. No.) 679815, H.C.M.R.;

**THENCE**, North 87°35'04" East, along the common line of said 105.0452 acre tract and said Persimmon Properties, a distance of 1,156.29 feet to a capped 5/8 inch iron rod stamped "Hovis" found on the west R.O.W. line of an unimproved 30-foot-wide R.O.W. as recorded under Vol. 2, Pg. 65, H.C.M.R., marking the northeast corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'22" East, along the west R.O.W. line of said unimproved R.O.W., a distance of 1,672.68 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, North 87°47'53" East, along a northerly line of said 105.0452 acre tract, a distance of 508.88 feet to a capped 5/8 inch iron rod stamped "LJA" found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°08'45" East, a distance of 375.13 feet to a capped 5/8 inch iron rod stamped "LJA" found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 87°15'14" West, a distance of 506.29 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 832.20 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, North 87°15'10" East, a distance of 572.96 feet to a capped 5/8 inch iron rod (unable to read) found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'04" East, a distance of 397.96 feet to a 5/8 inch iron rod found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

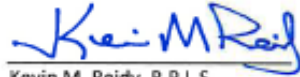
**THENCE**, South 87°22'37" West, a distance of 572.93 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 496.74 feet to a capped 5/8 inch iron rod stamped "Hovis" found marking the southeast corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 87°51'27" West, a distance of 1,162.57 feet to a Mag Nail found on the East R.O.W. line of said South Persimmon Street, marking the southwest corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, North 02°26'40" West, along the east R.O.W. line of said South Persimmon Street, a distance of 3,772.74 feet to the **POINT OF BEGINNING** and containing 110.12 acres of land.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300**



Kevin M. Reidy, R.P.L.S.  
Texas Registration No. 6450  
10011 Meadowglen Lane  
Houston, Texas 77042  
713-784-4500



Date: December 02, 2020

Job No: 181-056-00

File No: R:\2018\181-056-00\Docs\Description\Boundary\181-056-00\_110AC-MB.doc

## EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

**METES AND BOUNDS DESCRIPTION  
BEING 38.50 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

A 38.50 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING ALL OF LOTS 1-56, RESTRICTED RESERVE "E", AND RESTRICTED RESERVE "J", BLOCK 1, LOTS 1-32, AND RESTRICTED RESERVE "F", BLOCK 2, LOTS 1-11, AND RESTRICTED RESERVE "C", BLOCK 3, LOTS 1-34, RESTRICTED RESERVE "A", RESTRICTED RESERVE "B", RESTRICTED RESERVE "D", AND RESTRICTED RESERVE "L", BLOCK 4, OF RABURN RESERVE SEC 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NUMBER (F.C. NO.) 692320 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), THE SAID 38.50 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found in the east Right-of-Way (R.O.W.) line of South Persimmon Street (width varies) as recorded under Volume (Vol.) 2, Page (Pg.) 65 H.C.M.R., and F.C. No. 692320 H.C.M.R., marking the northwest corner of Reserve "J" of said Block 1;

**THENCE**, along the northerly boundary lines of said Blocks 1 and 4, the following ten (10) courses and distances:

- 1) North 87°33'20" East, a distance of 328.46 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner, and the beginning of a non-tangent curve to the right;
- 2) In a northerly direction, along said non-tangent curve to the right having a radius of 525.00 feet, a central angle of 01°20'19", an arc length of 12.26 feet and a chord bearing North 04°54'22" West, a distance of 12.26 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 3) North 83°07'24" East, a distance of 50.06 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner and the beginning of a non-tangent curve to the left;
- 4) In a southerly direction, along said non-tangent curve to the left having a radius of 475.00 feet, a central angle of 08°17'17", an arc length of 68.71 feet and a chord bearing South 08°06'10" East, a distance of 68.65 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 5) South 12°14'49" East, a distance of 98.61 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 6) North 77°45'11" East, a distance of 149.58 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 7) South 02°18'20" East, a distance of 349.16 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior;
- 8) North 87°44'47" East, a distance of 585.84 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 9) South 02°32'22" East, a distance of 162.27 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 10) North 87°47'53" East, a distance of 488.88 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the northeast corner of the herein described tract;

**THENCE**, along the easterly boundary lines of said Blocks 3 and 4, the following three (3) courses and distances:

- 1) South 02°08'45" East, a distance of 375.31 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 2) South 87°15'12" West, a distance of 486.29 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 3) South 02°32'22" East, a distance of 642.39 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the southeast corner of the herein described tract;

**THENCE**, along the southerly boundary lines of said Blocks 1, 2, and 3, the following thirteen (13) courses and distances:

- 1) South 87°27'38" West, a distance of 132.01 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

- 2) North 02°32'22" West, a distance of 8.74 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 3) South 87°27'38" West, a distance of 115.00 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 4) South 84°22'50" West, a distance of 46.42 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 5) South 77°31'46" West, a distance of 46.09 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 6) South 69°51'19" West, a distance of 493.36 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the most southerly corner of the herein described tract;
- 7) North 02°26'40" West, a distance of 340.28 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 8) North 28°51'33" East, a distance of 111.29 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 9) North 52°49'40" West, a distance of 146.35 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the beginning of a non-tangent curve to the left;
- 10) In a southwesterly direction, along said non-tangent curve to the left having a radius of 275.00 feet, a central angle of 08°39'39", an arc length of 41.57 feet and a chord bearing South 35°03'12" West, a distance of 41.53 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 11) North 59°16'38" West, a distance of 50.00 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the beginning of a non-tangent curve to the left;
- 12) In a northeasterly direction, along said non-tangent curve to the left having a radius of 25.00 feet, a central angle of 27°40'56", an arc length of 12.08 feet and a chord bearing North 16°52'54" East, a distance of 11.96 feet,;
- 13) South 87°33'20" West, a distance of 208.91 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the southwest corner of the herein described tract;

**THENCE**, North 02°26'40" West, along the westerly boundary line of said Block 1, a distance of 1,277.49 feet to the **POINT OF BEGINNING** and containing 38.50 acres of land.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300**

  
Kevin M. Reidy, R.P.L.S.  
Texas Registration No. 6450  
10011 Meadowglen Lane  
Houston, Texas 77042  
713-784-4500



Date: February 03, 2022  
Job No: 181-056-00  
File No: R:\2018\181-056-00\Docs\Description\Boundary\38.50AC-MB.doc

## EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

**METES AND BOUNDS DESCRIPTION  
BEING 35.15 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

A 35.15 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING OUT OF UNRESTRICTED RESERVE "H" OF RABURN RESERVE SEC 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NUMBER (F.C. NO.) 692320 OF THE HARRIS COUNTY MAP RECORD (H.C.M.R.), THE SAID 35.15 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the southeast corner of Lot 11, Block 3 of said Raburn Reserve Sec 1, and the northeast corner of the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 189.81 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of said Unrestricted Reserve "H", and the herein described tract;

**THENCE**, North 87°15'10" East, a distance of 572.96 feet to a capped 5/8 inch iron rod (unable to read) found marking an exterior corner of said Unrestricted Reserve "H", and the herein described tract;

**THENCE**, South 02°32'04" East, a distance of 397.96 feet to a 5/8 inch iron rod found marking an exterior corner of the herein described tract;

**THENCE**, South 87°22'37" West, a distance of 572.93 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 496.74 feet to a capped 5/8 inch iron rod stamped "Hovis" found marking the southeast corner of the herein described tract;

**THENCE**, South 87°51'27" West, a distance of 1,121.94 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found on the East R.O.W. line of said South Persimmon Street, marking the southwest corner of the herein described tract, being in the arc of a non-tangent curve to the left;

**THENCE**, along the easterly R.O.W. line of said South Persimmon Road, the following six (6) courses and distances;

- 1) In a northerly direction, along said non-tangent curve to the left having a radius of 2,040.00 feet, a central angle of 00°31'32", an arc length of 18.71 feet and a chord bearing North 02°19'12" West, a distance of 18.71 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 2) North 02°34'58" West, a distance of 851.89 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of curvature to the left;
- 3) In a northerly direction along said curve to the left having a radius of 2,040.00 feet, a central angle of 02°41'21", an arc length of 95.75 feet and a chord bearing North 03°55'39" West, a distance of 95.74 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 4) North 05°16'19" West, a distance of 152.73 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of curvature to the right;
- 5) In a northerly direction, along said curve to the right having a radius of 2,960.00 feet, a central angle of 02°49'39", an arc length of 146.07 feet and a chord bearing North 03°51'30" West, a distance of 146.06 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;

6) North 02°26'40" West, a distance of 194.61 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the southwest corner of lot 56, block 1 of said Raburn Reserve Sec 1 and the northwest corner of the herein described tract;

**THENCE**, North 87°33'20" East, a distance of 208.91 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found on the westerly R.O.W. line of Sam Raburn Drive (50-foot-wide) as recorded under F.C. No. 692320, H.C.M.R, marking a point for corner, being in the arc of a non-tangent curve to the right;

**THENCE**, in a southwesterly direction, along said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 27°40'56", an arc length of 12.08 feet and a chord bearing South 16°52'54" West, a distance of 11.96 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner;

**THENCE**, South 59°16'38" East, a distance of 50.00 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner, being in the arc of a non-tangent curve to the right;

**THENCE**, along said non-tangent curve to the right having a radius of 275.00 feet, a central angle of 08°39'39", an arc length of 41.57 feet and a chord bearing North 35°03'12" East, a distance of 41.53 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

**THENCE**, South 52°49'40" East, a distance of 146.35 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

**THENCE**, South 28°51'33" West, a distance of 111.29 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, South 02°26'40" East, a distance of 340.28 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner;

**THENCE**, North 69°51'19" East, a distance of 493.36 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, North 77°31'46" East, a distance of 46.09 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, North 84°22'50" East, a distance of 46.42 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, North 87°27'38" East, a distance of 115.00 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for corner;

**THENCE**, South 02°32'22" East, a distance of 8.74 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner;

**THENCE**, North 87°27'38" East, a distance of 132.01 feet to the **POINT OF BEGINNING** and containing 35.15 acres of land.

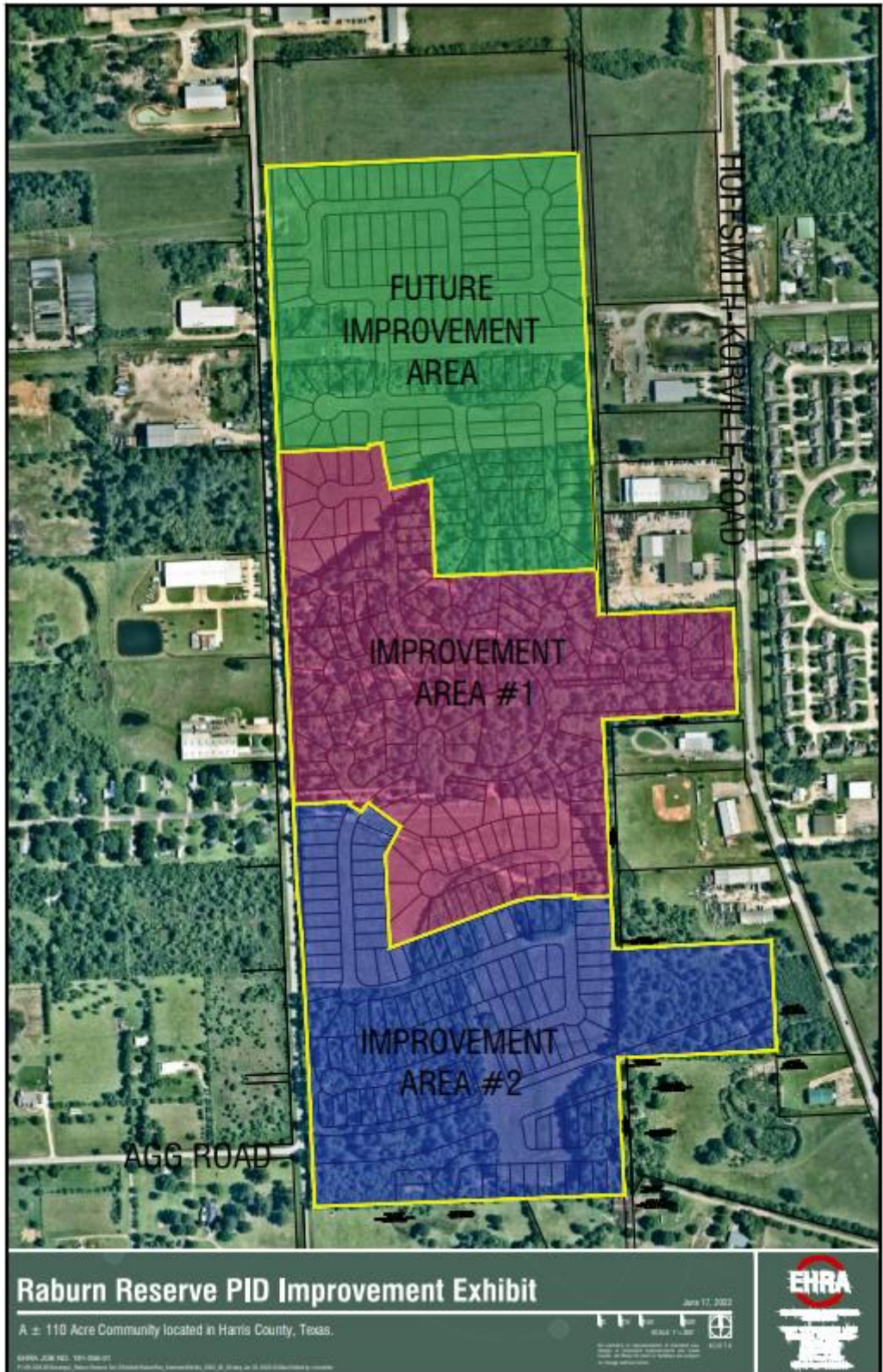
**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300**

  
Kevin M. Reidy, R.P.L.S.  
Texas Registration No. 6450  
10011 Meadowglen Lane  
Houston, Texas 77042  
713-784-4500



Date: February 03, 2021  
Job No: 181-056-02  
File No: R:\2018\181-056-02\Docs\Description\Boundary\Raburn\_Sec-2\_MB.doc

**EXHIBIT B – DISTRICT BOUNDARY MAP**





## EXHIBIT C – AUTHORIZED IMPROVEMENTS

Authorized Improvements	Total Costs [a]	Improvement Area #1		Improvement Area #2	
		%	Cost	%	Cost
<i>Improvement Area #1 Improvements</i>					
Streets [b]	\$ 1,882,152	100.00%	\$ 1,882,152	0.00%	\$ -
Water	212,679	100.00%	212,679	0.00%	-
Wastewater	499,294	100.00%	499,294	0.00%	-
Detention, Clearing and Grubbing [c]	1,362,175	100.00%	1,362,175	0.00%	-
Natural Gas	150,840	100.00%	150,840	0.00%	-
Soft Costs [d]	910,656	100.00%	910,656	0.00%	-
	<u>\$ 5,017,795</u>		<u>\$ 5,017,795</u>		<u>\$ -</u>
<i>Improvement Area #2 Improvements</i>					
Streets[b]	\$ 1,961,714	0.00%	\$ -	100.00%	\$ 1,961,714
Water	435,468	0.00%	-	100.00%	435,468
Wastewater	374,869	0.00%	-	100.00%	374,869
Detention, Clearing and Grubbing [c]	364,958	0.00%	-	100.00%	364,958
Natural Gas	235,000	0.00%	-	100.00%	235,000
Soft Costs [d]	769,942	0.00%	-	100.00%	769,942
	<u>\$ 4,141,950</u>		<u>\$ -</u>		<u>\$ 4,141,950</u>
<i>First Year Annual Collection Costs</i>	<u>\$ 91,600</u>		<u>\$ 60,000</u>		<u>\$ 31,600</u>
	\$ 91,600		\$ 60,000		\$ 31,600
<i>Series 2020 Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ 156,000		\$ 156,000		\$ -
Capitalized Interest	87,237		87,237		-
Deposit to Delinquency and Prepayment Reserve	12,450		12,450		-
Underwriter's Discount	100,000		100,000		-
Cost of Issuance	168,240		168,240		-
	<u>\$ 523,927</u>		<u>\$ 523,927</u>		<u>\$ -</u>
<i>Series 2022 Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ 257,365		\$ 69,745		\$ 187,620
Capitalized Interest	131,220		-		131,220
Deposit to Delinquency and Prepayment Reserve	20,940		8,790		12,150
Underwriter's Discount	200,000		100,000		100,000
Cost of Issuance	309,400		137,900		171,500
Rounding	356		-		356
	<u>\$ 919,281</u>		<u>\$ 316,435</u>		<u>\$ 602,846</u>
<i>Improvement Area #2 Additional Bond Issuance Costs [e]</i>					
Debt Service Reserve Fund	\$ 103,106		\$ -		\$ 103,106
Capitalized Interest	-		-		-
Deposit to Delinquency and Prepayment Reserve	13,720		-		13,720
Underwriter's Discount	101,042		-		101,042
Cost of Issuance	187,892		-		187,892
Rounding	-		-		-
	<u>\$ 405,761</u>		<u>\$ -</u>		<u>\$ 405,761</u>
<b>Total</b>	<b>\$ 11,100,314</b>		<b>\$ 5,918,157</b>		<b>\$ 5,182,157</b>

**Footnotes:**

- [a] Costs pursuant to EHRA Engineering's Preliminary Cost Estimate with estimates for IA#2 updated as of 8/2/2022.
- [b] Roadway includes excavation, paving, clearing, grubbing and site prep.
- [c] Includes on and off-site costs as well as storm water pollution prevention plan.
- [d] Soft Costs include engineering fees, geotech and construction materials testing fees and construction staking fees.
- [e] The Bond Issuance Costs associated with the Improvement Area #2 Additional Bonds are preliminary estimates.

## EXHIBIT D – SERVICE PLAN

		Improvement Area #1				
Annual Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
<i>Improvement Area #1 Series 2020 Bonds</i>						
Principal		\$ 45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00
Interest		\$ 95,112.48	\$ 93,593.72	\$ 91,906.22	\$ 90,218.72	\$ 88,362.48
	(1)	\$ 140,112.48	\$ 143,593.72	\$ 141,906.22	\$ 145,218.72	\$ 143,362.48
<i>Improvement Area #1 Series 2022 Bonds</i>						
Principal		\$ 17,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 28,000.00
Interest		\$ 101,085.00	\$ 100,108.00	\$ 98,095.00	\$ 96,083.00	\$ 94,070.00
	(2)	\$ 118,085.00	\$ 135,108.00	\$ 133,095.00	\$ 131,083.00	\$ 122,070.00
Annual Collection Costs	(3)	\$ 48,665.54	\$ 48,665.54	\$ 48,665.54	\$ 48,665.54	\$ 48,665.54
Additional Interest	(4)	\$ 21,015.00	\$ 20,705.00	\$ 20,280.00	\$ 19,855.00	\$ 19,405.00
<b>Total Annual Installment</b>	<b>(5)=(1)+(2)+(3)+(4)</b>	<b>\$ 327,878.02</b>	<b>\$ 348,072.26</b>	<b>\$ 343,946.76</b>	<b>\$ 344,822.26</b>	<b>\$ 333,503.02</b>
		Improvement Area #2				
Annual Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
<i>Improvement Area #2 Series 2022 Bonds</i>						
Principal		\$ -	\$ 30,000.00	\$ 32,000.00	\$ 34,000.00	\$ 37,000.00
Interest		\$ 131,220.00	\$ 145,800.00	\$ 144,000.00	\$ 142,080.00	\$ 140,040.00
Capitalized Interest		\$ (131,220.00)				
	(1)	\$ -	\$ 175,800.00	\$ 176,000.00	\$ 176,080.00	\$ 177,040.00
<i>Improvement Area #2 Reimbursement Obligation</i>						
Principal		\$ -	\$ 36,000.00	\$ 38,000.00	\$ 41,000.00	\$ 42,000.00
Interest		\$ -	\$ 157,780.00	\$ 155,710.00	\$ 153,525.00	\$ 151,168.00
	(2)	\$ -	\$ 193,780.00	\$ 193,710.00	\$ 194,525.00	\$ 193,168.00
Annual Collection Costs	(3)	\$ -	\$ 31,600.00	\$ 31,600.00	\$ 31,600.00	\$ 31,600.00
Additional Interest <sup>[a]</sup>	(4)	\$ -	\$ 13,720.00	\$ 13,540.00	\$ 13,350.00	\$ 13,145.00
<b>Total Annual Installment</b>	<b>(5)=(1)+(2)+(3)+(4)</b>	<b>\$ -</b>	<b>\$ 414,900.00</b>	<b>\$ 414,850.00</b>	<b>\$ 415,555.00</b>	<b>\$ 414,953.00</b>

Notes:

<sup>[a]</sup> Additional Interest will not be charged on the Improvement Area #2 Reimbursement Obligation

## EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Project Total
<b>Sources of Funds</b>			
Improvement Area #1 Series 2020 Bonds	\$ 2,445,000	\$ -	\$ 2,445,000
Improvement Area #1 Series 2022 Bonds	1,758,000	-	1,758,000
Developer Contribution <sup>[e]</sup>	1,715,157	8,157	1,723,314
Improvement Area #2 Series 2022 Bonds	-	2,430,000	2,430,000
Improvement Area #2 Reimbursement Obligation	-	2,744,000	2,744,000
<b>Total Sources</b>	<b>\$ 5,918,157</b>	<b>\$ 5,182,157</b>	<b>\$ 11,100,314</b>
<b>Uses of Funds</b>			
Improvement Area #1 Improvements	\$ 5,017,795	\$ -	\$ 5,017,795
Improvement Area #2 Improvements <sup>[d]</sup>	-	4,141,950	4,141,950
<b>Total Project Improvements</b>	<b>\$ 5,017,795</b>	<b>\$ 4,141,950</b>	<b>\$ 9,159,746</b>
<i>First Year Annual Collection Costs</i>	\$ 60,000	\$ 31,600	\$ 91,600
	<b>\$ 60,000</b>	<b>\$ 31,600</b>	<b>\$ 91,600</b>
<i>Series 2020 Bond Issuance Costs <sup>[a]</sup></i>			
Debt Service Reserve Fund	\$ 156,000	\$ -	\$ 156,000
Capitalized Interest	87,237	-	87,237
Deposit to Delinquency and Prepayment Reserve	12,450	-	12,450
Underwriter's Discount	100,000	-	100,000
Cost of Issuance	168,240	-	168,240
	<b>\$ 523,927</b>	<b>\$ -</b>	<b>\$ 523,927</b>
<i>Series 2022 Bond Issuance Costs <sup>[b]</sup></i>			
Debt Service Reserve Fund	\$ 69,745	\$ 187,620	\$ 257,365
Capitalized Interest	-	131,220	131,220
Deposit to Delinquency and Prepayment Reserve	8,790	12,150	20,940
Underwriter's Discount	100,000	100,000	200,000
Cost of Issuance	137,900	171,500	309,400
Rounding	-	356	356
	<b>\$ 316,435</b>	<b>\$ 602,846</b>	<b>\$ 919,281</b>
<i>Improvement Area #2 Additional Bond Issuance Costs <sup>[c]</sup></i>			\$ -
Debt Service Reserve Fund	\$ -	\$ 103,106	\$ 103,106
Capitalized Interest	-	-	-
Deposit to Delinquency and Prepayment Reserve	-	13,720	13,720
Underwriter's Discount	-	101,042	101,042
Cost of Issuance	-	187,892	187,892
Rounding	-	-	-
	<b>\$ -</b>	<b>\$ 405,761</b>	<b>\$ 405,761</b>
<b>Total Uses</b>	<b>\$ 5,918,157</b>	<b>\$ 5,182,157</b>	<b>\$ 11,100,314</b>

**Notes:**

<sup>[a]</sup> Bond Issuance Costs related to the issuance of the Improvement Area #1 Series 2020 Bonds.

<sup>[b]</sup> Bond Issuance Costs related to the issuance of the Improvement Area #1 Series 2022 Bonds and Improvement Area #2 Series 2022 Bonds.

<sup>[c]</sup> Preliminary Estimate.

<sup>[d]</sup> Updated cost provided by Developer as of 8/2/2022.

<sup>[e]</sup> The Developer Contribution was paid by the developer at project onset for improvements that are not reimbursed by the PID.

## EXHIBIT F – IMPROVEMENT AREA #1 TOTAL ASSESSMENT ROLL

Property ID	Lot and Block	Lot Type <sup>(c)</sup>	Improvement Area #1					
			Outstanding Assessment	Principal	Interest	Additional Interest <sup>(b)</sup>	Annual Collection Costs <sup>(a)</sup>	Annual Installment due 1/31/23
141-629-001-0001	Block 1, Lot 1	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0002	Block 1, Lot 2	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0003	Block 1, Lot 3	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0004	Block 1, Lot 4	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0005	Block 1, Lot 5	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0006	Block 1, Lot 6	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0007	Block 1, Lot 7	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0008	Block 1, Lot 8	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0009	Block 1, Lot 9	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0010	Block 1, Lot 10	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0011	Block 1, Lot 11	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0012	Block 1, Lot 12	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0013	Block 1, Lot 13	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0014	Block 1, Lot 14	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0015	Block 1, Lot 15	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0016	Block 1, Lot 16	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0017	Block 1, Lot 17	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0018	Block 1, Lot 18	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0019	Block 1, Lot 19	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0020	Block 1, Lot 20	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0021	Block 1, Lot 21	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0022	Block 1, Lot 22	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0023	Block 1, Lot 23	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0024	Block 1, Lot 24	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0025	Block 1, Lot 25	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0026	Block 1, Lot 26	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0027	Block 1, Lot 27	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0028	Block 1, Lot 28	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0029	Block 1, Lot 29	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0030	Block 1, Lot 30	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0031	Block 1, Lot 31	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0032	Block 1, Lot 32	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0033	Block 1, Lot 33	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0034	Block 1, Lot 34	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0035	Block 1, Lot 35	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0036	Block 1, Lot 36	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0037	Block 1, Lot 37	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0038	Block 1, Lot 38	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0039	Block 1, Lot 39	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0040	Block 1, Lot 40	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25

**Notes:**

<sup>(a)</sup> \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

<sup>(b)</sup> Includes Additional Interest collected pursuant to the Improvement Area #1 Series 2020 Bond and the Improvement Area #2 Series 2022 Bonds upon issuance.

<sup>(c)</sup> See Exhibit Q-1 for the Lot Type 1 Annual Installment details and Exhibit Q-2 for the Lot Type 2 Annual Installment details.

			Improvement Area #1					
Property ID	Lot and Block	Lot Type <sup>(c)</sup>	Outstanding Assessment	Principal	Interest	Additional Interest <sup>(b)</sup>	Annual Collection Costs <sup>(a)</sup>	Annual Installment due 1/31/23
141-629-001-0041	Block 1, Lot 41	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0042	Block 1, Lot 42	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0043	Block 1, Lot 43	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0044	Block 1, Lot 44	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0045	Block 1, Lot 45	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0046	Block 1, Lot 46	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0047	Block 1, Lot 47	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0048	Block 1, Lot 48	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0049	Block 1, Lot 49	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0050	Block 1, Lot 50	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0051	Block 1, Lot 51	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0052	Block 1, Lot 52	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0053	Block 1, Lot 53	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0054	Block 1, Lot 54	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0055	Block 1, Lot 55	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0056	Block 1, Lot 56	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0057	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-001-0058	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-002-0001	Block 2, Lot 1	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0002	Block 2, Lot 2	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0003	Block 2, Lot 3	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0004	Block 2, Lot 4	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0005	Block 2, Lot 5	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0006	Block 2, Lot 6	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0007	Block 2, Lot 7	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0008	Block 2, Lot 8	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0009	Block 2, Lot 9	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0010	Block 2, Lot 10	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0011	Block 2, Lot 11	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0012	Block 2, Lot 12	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0013	Block 2, Lot 13	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0014	Block 2, Lot 14	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0015	Block 2, Lot 15	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0016	Block 2, Lot 16	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0017	Block 2, Lot 17	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0018	Block 2, Lot 18	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0019	Block 2, Lot 19	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0020	Block 2, Lot 20	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0021	Block 2, Lot 21	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0022	Block 2, Lot 22	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25

**Notes:**

<sup>(a)</sup> \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

<sup>(b)</sup> Includes Additional Interest collected pursuant to the Improvement Area #1 Series 2020 Bond and the Improvement Area #2 Series 2022 Bonds upon issuance.

<sup>(c)</sup> See Exhibit Q-1 for the Lot Type 1 Annual Installment details and Exhibit Q-2 for the Lot Type 2 Annual Installment details.

			Improvement Area #1						
Property ID	Lot and Block	Lot Type <sup>(c)</sup>	Outstanding Assessment	Principal	Interest	Additional Interest <sup>(b)</sup>	Annual Collection Costs <sup>(a)</sup>	Annual Installment due 1/31/23	
141-629-002-0023	Block 2, Lot 23	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0024	Block 2, Lot 24	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0025	Block 2, Lot 25	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0026	Block 2, Lot 26	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0027	Block 2, Lot 27	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0028	Block 2, Lot 28	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0029	Block 2, Lot 29	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0030	Block 2, Lot 30	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0031	Block 2, Lot 31	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0032	Block 2, Lot 32	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0033	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-003-0001	Block 3, Lot 1	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0002	Block 3, Lot 2	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0003	Block 3, Lot 3	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0004	Block 3, Lot 4	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0005	Block 3, Lot 5	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0006	Block 3, Lot 6	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0007	Block 3, Lot 7	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0008	Block 3, Lot 8	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0009	Block 3, Lot 9	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0010	Block 3, Lot 10	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0011	Block 3, Lot 11	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0012	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0001	Block 4, Lot 1	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0002	Block 4, Lot 2	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0003	Block 4, Lot 3	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0004	Block 4, Lot 4	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0005	Block 4, Lot 5	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0006	Block 4, Lot 6	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0007	Block 4, Lot 7	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0008	Block 4, Lot 8	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0009	Block 4, Lot 9	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0010	Block 4, Lot 10	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
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141-629-004-0015	Block 4, Lot 15	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0016	Block 4, Lot 16	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0017	Block 4, Lot 17	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	

**Notes:**

<sup>(a)</sup> \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

<sup>(b)</sup> Includes Additional Interest collected pursuant to the Improvement Area #1 Series 2020 Bond and the Improvement Area #2 Series 2022 Bonds upon issuance.

<sup>(c)</sup> See Exhibit Q-1 for the Lot Type 1 Annual Installment details and Exhibit Q-2 for the Lot Type 2 Annual Installment details.

			Improvement Area #1						
Property ID	Lot and Block	Lot Type <sup>(c)</sup>	Outstanding Assessment	Principal	Interest	Additional Interest <sup>(b)</sup>	Annual Collection Costs <sup>(a)</sup>	Annual Installment due 1/31/23	
141-629-004-0018	Block 4, Lot 18	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0019	Block 4, Lot 19	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0020	Block 4, Lot 20	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0021	Block 4, Lot 21	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0022	Block 4, Lot 22	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0023	Block 4, Lot 23	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0024	Block 4, Lot 24	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0025	Block 4, Lot 25	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0026	Block 4, Lot 26	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0027	Block 4, Lot 27	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0028	Block 4, Lot 28	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0029	Block 4, Lot 29	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0030	Block 4, Lot 30	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0031	Block 4, Lot 31	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0032	Block 4, Lot 32	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0033	Block 4, Lot 33	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0034	Block 4, Lot 34	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0035	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0036	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0037	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0038	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-005-0001	Block 5, Reserve G, 28.7007 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-006-0001	Block 6, Reserve H, 24.7532 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-007-0001	Block 7, Reserve I, 6.3087 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0001	Block 8, Reserve K, .3195 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0002	ROW-STREET WIDENING	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0003	ROW-ALL STREETS IN THIS SUBD	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>			<b>\$ 4,203,000.00</b>	<b>\$ 62,000.00</b>	<b>\$ 196,197.48</b>	<b>\$ 21,015.00</b>	<b>\$ 48,665.54</b>	<b>\$ 327,878.02</b>	

**Notes:**

<sup>(a)</sup> \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

<sup>(b)</sup> Includes Additional Interest collected pursuant to the Improvement Area #1 Series 2020 Bond and the Improvement Area #2 Series 2022 Bonds upon issuance.

<sup>(c)</sup> See Exhibit Q-1 for the Lot Type 1 Annual Installment details and Exhibit Q-2 for the Lot Type 2 Annual Installment details.

## EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installments Due	Improvement Area #1 Series 2020 Bonds		Improvement Area #1 Series 2022 Bonds		Additional Interest	Annual Collection Costs <sup>3</sup>	Total Annual Installment
	Principal	Interest <sup>1</sup>	Principal	Interest <sup>2</sup>			
1/31/2023	\$ 45,000.00	\$ 95,112.48	\$ 17,000.00	\$ 101,085.00	\$ 21,015.00	\$ 48,665.54	\$ 327,878.02
1/31/2024	\$ 50,000.00	\$ 93,593.72	\$ 35,000.00	\$ 100,108.00	\$ 20,705.00	\$ 48,665.54	\$ 348,072.26
1/31/2025	\$ 50,000.00	\$ 91,906.22	\$ 35,000.00	\$ 98,095.00	\$ 20,280.00	\$ 48,665.54	\$ 343,946.76
1/31/2026	\$ 55,000.00	\$ 90,218.72	\$ 35,000.00	\$ 96,083.00	\$ 19,855.00	\$ 48,665.54	\$ 344,822.26
1/31/2027	\$ 55,000.00	\$ 88,362.48	\$ 28,000.00	\$ 94,070.00	\$ 19,405.00	\$ 48,665.54	\$ 333,503.02
1/31/2028	\$ 55,000.00	\$ 86,506.24	\$ 45,000.00	\$ 92,460.00	\$ 18,990.00	\$ 48,665.54	\$ 346,621.78
1/31/2029	\$ 60,000.00	\$ 84,650.00	\$ 34,000.00	\$ 89,873.00	\$ 18,490.00	\$ 48,665.54	\$ 335,678.54
1/31/2030	\$ 60,000.00	\$ 82,625.00	\$ 39,000.00	\$ 87,918.00	\$ 18,020.00	\$ 48,665.54	\$ 336,228.54
1/31/2031	\$ 65,000.00	\$ 80,600.00	\$ 34,000.00	\$ 85,675.00	\$ 17,525.00	\$ 48,665.54	\$ 331,465.54
1/31/2032	\$ 65,000.00	\$ 78,000.00	\$ 44,000.00	\$ 83,720.00	\$ 17,030.00	\$ 48,665.54	\$ 336,415.54
1/31/2033	\$ 70,000.00	\$ 75,400.00	\$ 44,000.00	\$ 81,190.00	\$ 16,485.00	\$ 48,665.54	\$ 335,740.54
1/31/2034	\$ 75,000.00	\$ 72,600.00	\$ 44,000.00	\$ 78,660.00	\$ 15,915.00	\$ 48,665.54	\$ 334,840.54
1/31/2035	\$ 75,000.00	\$ 69,600.00	\$ 49,000.00	\$ 76,130.00	\$ 15,320.00	\$ 48,665.54	\$ 333,715.54
1/31/2036	\$ 80,000.00	\$ 66,600.00	\$ 49,000.00	\$ 73,313.00	\$ 14,700.00	\$ 48,665.54	\$ 332,278.54
1/31/2037	\$ 85,000.00	\$ 63,400.00	\$ 54,000.00	\$ 70,495.00	\$ 14,055.00	\$ 48,665.54	\$ 335,615.54
1/31/2038	\$ 85,000.00	\$ 60,000.00	\$ 60,000.00	\$ 67,390.00	\$ 13,360.00	\$ 48,665.54	\$ 334,415.54
1/31/2039	\$ 90,000.00	\$ 56,600.00	\$ 65,000.00	\$ 63,940.00	\$ 12,635.00	\$ 48,665.54	\$ 336,840.54
1/31/2040	\$ 95,000.00	\$ 53,000.00	\$ 66,000.00	\$ 60,203.00	\$ 11,860.00	\$ 48,665.54	\$ 334,728.54
1/31/2041	\$ 100,000.00	\$ 49,200.00	\$ 71,000.00	\$ 56,408.00	\$ 11,055.00	\$ 48,665.54	\$ 336,328.54
1/31/2042	\$ 105,000.00	\$ 45,200.00	\$ 77,000.00	\$ 52,325.00	\$ 10,200.00	\$ 48,665.54	\$ 338,390.54
1/31/2043	\$ 110,000.00	\$ 41,000.00	\$ 83,000.00	\$ 47,898.00	\$ 9,290.00	\$ 48,665.54	\$ 339,853.54
1/31/2044	\$ 115,000.00	\$ 36,600.00	\$ 83,000.00	\$ 43,125.00	\$ 8,325.00	\$ 48,665.54	\$ 334,715.54
1/31/2045	\$ 120,000.00	\$ 32,000.00	\$ 94,000.00	\$ 38,353.00	\$ 7,335.00	\$ 48,665.54	\$ 340,353.54
1/31/2046	\$ 125,000.00	\$ 27,200.00	\$ 101,000.00	\$ 32,948.00	\$ 6,265.00	\$ 48,665.54	\$ 341,078.54
1/31/2047	\$ 130,000.00	\$ 22,200.00	\$ 107,000.00	\$ 27,140.00	\$ 5,135.00	\$ 48,665.54	\$ 340,140.54
1/31/2048	\$ 135,000.00	\$ 17,000.00	\$ 113,000.00	\$ 20,988.00	\$ 3,950.00	\$ 48,665.54	\$ 338,603.54
1/31/2049	\$ 140,000.00	\$ 11,600.00	\$ 125,000.00	\$ 14,490.00	\$ 2,710.00	\$ 48,665.54	\$ 342,465.54
1/31/2050	\$ 150,000.00	\$ 6,000.00	\$ 127,000.00	\$ 7,303.00	\$ 1,385.00	\$ 48,665.54	\$ 340,353.54
<b>Total</b>	<b>\$ 2,445,000.00</b>	<b>\$ 1,676,774.86</b>	<b>\$ 1,758,000.00</b>	<b>\$ 1,841,386.00</b>	<b>\$ 371,295.00</b>	<b>\$ 1,362,635.12</b>	<b>\$ 9,455,090.98</b>

**Notes:**

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

<sup>1</sup> Interest on the Improvement Area #1 Series 2020 Bonds is calculated at the actual rate of the Series 2020 Bonds.

<sup>2</sup> Interest on the Improvement Area #1 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.

<sup>3</sup> \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.



## EXHIBIT H – IMPROVEMENT AREA #2 TOTAL ASSESSMENT ROLL

		Improvement Area #2						
Property ID	Legal Description	Outstanding Assessment	Principal	Interest <sup>(a)</sup>	Additional Interest	Annual Collection	Costs	Annual Installment due 1/31/23
141-629-006-0001	Improvement Area #2 Initial Parcel	\$ 4,081,178.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-007-0001	Improvement Area #2 Initial Parcel	\$ 1,040,145.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0001	Improvement Area #2 Initial Parcel	\$ 52,675.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0003	ROW-ALL STREETS IN THIS SUBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>		<b>\$ 5,174,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

For billing purposes only, until a plat has been recorded with the Improvement Area #2 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #2 Initial Parcel based on the acreage of the Tax Parcel as calculated by the Harris County Appraisal District.

<sup>(a)</sup> Interest costs for each parcel was reduced by the capitalized interest totaling \$111,741.67 based on acreage of the Tax Parcel as calculated by the Harris County Appraisal District.

## EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Annual Installments Due	Improvement Area #2 Series 2022 Bonds			Improvement Area #2 Reimbursement Obligation		Additional Interest	Annual Collection Costs <sup>3</sup>	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Principal	Interest <sup>2</sup>			
1/31/2023	\$ -	\$ 131,220.00	\$ (131,220.00)	\$ -	\$ -	\$ -	\$ -	\$ -
1/31/2024	\$ 30,000.00	\$ 145,800.00	\$ -	\$ 36,000.00	\$ 157,780.00	\$ 13,720.00	\$ 31,600.00	\$ 414,900.00
1/31/2025	\$ 32,000.00	\$ 144,000.00	\$ -	\$ 38,000.00	\$ 155,710.00	\$ 13,540.00	\$ 31,600.00	\$ 414,850.00
1/31/2026	\$ 34,000.00	\$ 142,080.00	\$ -	\$ 41,000.00	\$ 153,525.00	\$ 13,350.00	\$ 31,600.00	\$ 415,555.00
1/31/2027	\$ 37,000.00	\$ 140,040.00	\$ -	\$ 42,000.00	\$ 151,168.00	\$ 13,145.00	\$ 31,600.00	\$ 414,953.00
1/31/2028	\$ 39,000.00	\$ 137,820.00	\$ -	\$ 46,000.00	\$ 148,753.00	\$ 12,935.00	\$ 31,600.00	\$ 416,108.00
1/31/2029	\$ 42,000.00	\$ 135,480.00	\$ -	\$ 48,000.00	\$ 146,108.00	\$ 12,705.00	\$ 31,600.00	\$ 415,893.00
1/31/2030	\$ 44,000.00	\$ 132,960.00	\$ -	\$ 52,000.00	\$ 143,348.00	\$ 12,465.00	\$ 31,600.00	\$ 416,373.00
1/31/2031	\$ 47,000.00	\$ 130,320.00	\$ -	\$ 55,000.00	\$ 140,358.00	\$ 12,205.00	\$ 31,600.00	\$ 416,483.00
1/31/2032	\$ 50,000.00	\$ 127,500.00	\$ -	\$ 58,000.00	\$ 137,195.00	\$ 11,930.00	\$ 31,600.00	\$ 416,225.00
1/31/2033	\$ 53,000.00	\$ 124,500.00	\$ -	\$ 62,000.00	\$ 133,860.00	\$ 11,640.00	\$ 31,600.00	\$ 416,600.00
1/31/2034	\$ 57,000.00	\$ 121,320.00	\$ -	\$ 65,000.00	\$ 130,295.00	\$ 11,330.00	\$ 31,600.00	\$ 416,545.00
1/31/2035	\$ 61,000.00	\$ 117,900.00	\$ -	\$ 69,000.00	\$ 126,558.00	\$ 11,005.00	\$ 31,600.00	\$ 417,063.00
1/31/2036	\$ 65,000.00	\$ 114,240.00	\$ -	\$ 73,000.00	\$ 122,590.00	\$ 10,660.00	\$ 31,600.00	\$ 417,090.00
1/31/2037	\$ 69,000.00	\$ 110,340.00	\$ -	\$ 78,000.00	\$ 118,393.00	\$ 10,295.00	\$ 31,600.00	\$ 417,628.00
1/31/2038	\$ 73,000.00	\$ 106,200.00	\$ -	\$ 84,000.00	\$ 113,908.00	\$ 9,905.00	\$ 31,600.00	\$ 418,613.00
1/31/2039	\$ 78,000.00	\$ 101,820.00	\$ -	\$ 89,000.00	\$ 109,078.00	\$ 9,485.00	\$ 31,600.00	\$ 418,983.00
1/31/2040	\$ 83,000.00	\$ 97,140.00	\$ -	\$ 94,000.00	\$ 103,960.00	\$ 9,040.00	\$ 31,600.00	\$ 418,740.00
1/31/2041	\$ 89,000.00	\$ 92,160.00	\$ -	\$ 99,000.00	\$ 98,555.00	\$ 8,570.00	\$ 31,600.00	\$ 418,885.00
1/31/2042	\$ 94,000.00	\$ 86,820.00	\$ -	\$ 107,000.00	\$ 92,863.00	\$ 8,075.00	\$ 31,600.00	\$ 420,358.00
1/31/2043	\$ 100,000.00	\$ 81,180.00	\$ -	\$ 113,000.00	\$ 86,710.00	\$ 7,540.00	\$ 31,600.00	\$ 420,030.00
1/31/2044	\$ 107,000.00	\$ 75,180.00	\$ -	\$ 120,000.00	\$ 80,213.00	\$ 6,975.00	\$ 31,600.00	\$ 420,968.00
1/31/2045	\$ 114,000.00	\$ 68,760.00	\$ -	\$ 127,000.00	\$ 73,313.00	\$ 6,375.00	\$ 31,600.00	\$ 421,048.00
1/31/2046	\$ 121,000.00	\$ 61,920.00	\$ -	\$ 136,000.00	\$ 66,010.00	\$ 5,740.00	\$ 31,600.00	\$ 422,270.00
1/31/2047	\$ 129,000.00	\$ 54,660.00	\$ -	\$ 144,000.00	\$ 58,190.00	\$ 5,060.00	\$ 31,600.00	\$ 422,510.00
1/31/2048	\$ 137,000.00	\$ 46,920.00	\$ -	\$ 153,000.00	\$ 49,910.00	\$ 4,340.00	\$ 31,600.00	\$ 422,770.00
1/31/2049	\$ 146,000.00	\$ 38,700.00	\$ -	\$ 163,000.00	\$ 41,113.00	\$ 3,575.00	\$ 31,600.00	\$ 423,988.00
1/31/2050	\$ 156,000.00	\$ 29,940.00	\$ -	\$ 173,000.00	\$ 31,740.00	\$ 2,760.00	\$ 31,600.00	\$ 425,040.00
1/31/2051	\$ 166,000.00	\$ 20,580.00	\$ -	\$ 184,000.00	\$ 21,793.00	\$ 1,895.00	\$ 31,600.00	\$ 425,868.00
1/31/2052	\$ 177,000.00	\$ 10,620.00	\$ -	\$ 195,000.00	\$ 11,213.00	\$ 975.00	\$ 31,600.00	\$ 426,408.00
<b>Total</b>	<b>\$ 2,430,000.00</b>	<b>\$ 2,928,120.00</b>	<b>\$ (131,220.00)</b>	<b>\$ 2,744,000.00</b>	<b>\$ 3,004,210.00</b>	<b>\$ 261,235.00</b>	<b>\$ 916,400.00</b>	<b>\$ 12,152,745.00</b>

**Notes:**

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

<sup>1</sup> Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual of the Series 2022 Bonds

<sup>2</sup> Interest Rate on the Improvement Area #2 Reimbursement Obligation is calculated at 5.75% which is less than 2% above the S&P Municipal Bond High Yield Index.

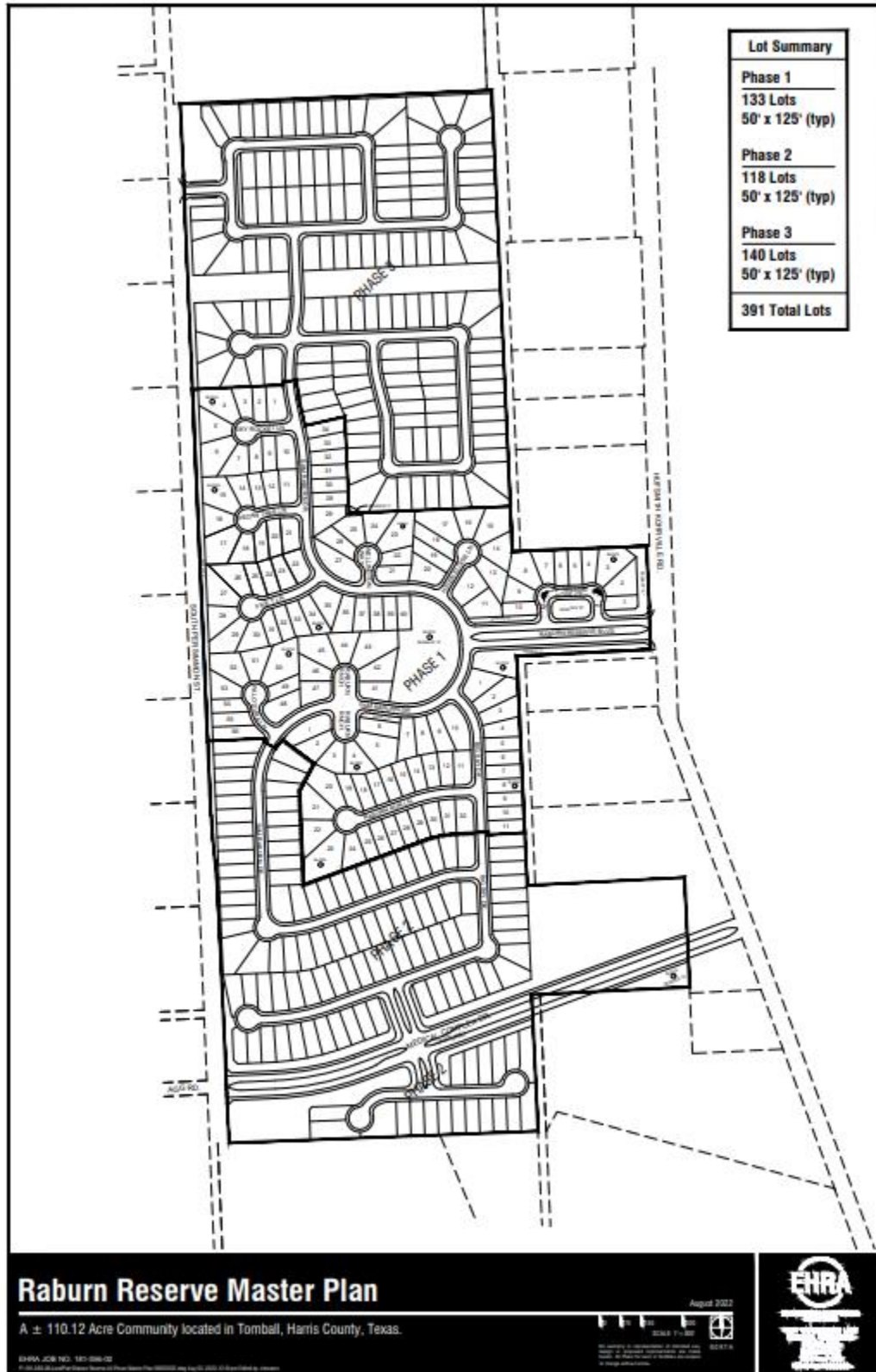
<sup>3</sup> \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.

## EXHIBIT J – MAXIMUM ASSESSMENT AND SPECIAL BENEFIT PER LOT TYPE

Lot Type	Units	Estimated Buildout Value Per Unit	Estimated Buildout Value	% Allocation	Outstanding Assessment [a]	Maximum Assessment per Lot Type	Special Benefit	Special Benefit per Lot Type
<b>Improvement Area #1</b>								
1	133	\$ 442,000	\$ 58,786,000	100.00%	\$ 4,203,000	\$ 31,602	\$ 5,918,157	\$ 44,497
<b>Total</b>	<b>133</b>		<b>\$ 58,786,000</b>	<b>100.00%</b>	<b>\$ 4,203,000</b>		<b>\$ 5,918,157</b>	
<b>Improvement Area #2</b>								
2	118	\$ 442,000	\$ 52,156,000	100.00%	\$ 5,174,000	\$ 43,847	\$ 5,182,157	\$ 43,917
<b>Total</b>	<b>118</b>		<b>\$ 52,156,000</b>	<b>100.00%</b>	<b>\$ 5,174,000</b>		<b>\$ 5,182,157</b>	

[a] The outstanding Assessment for Lot Type 1 has been reduced from the amount shown in the 2020 Service and Assessment Plan by the amount of principal paid to date.

# EXHIBIT K – CONCEPT PLAN



## Raburn Reserve Master Plan

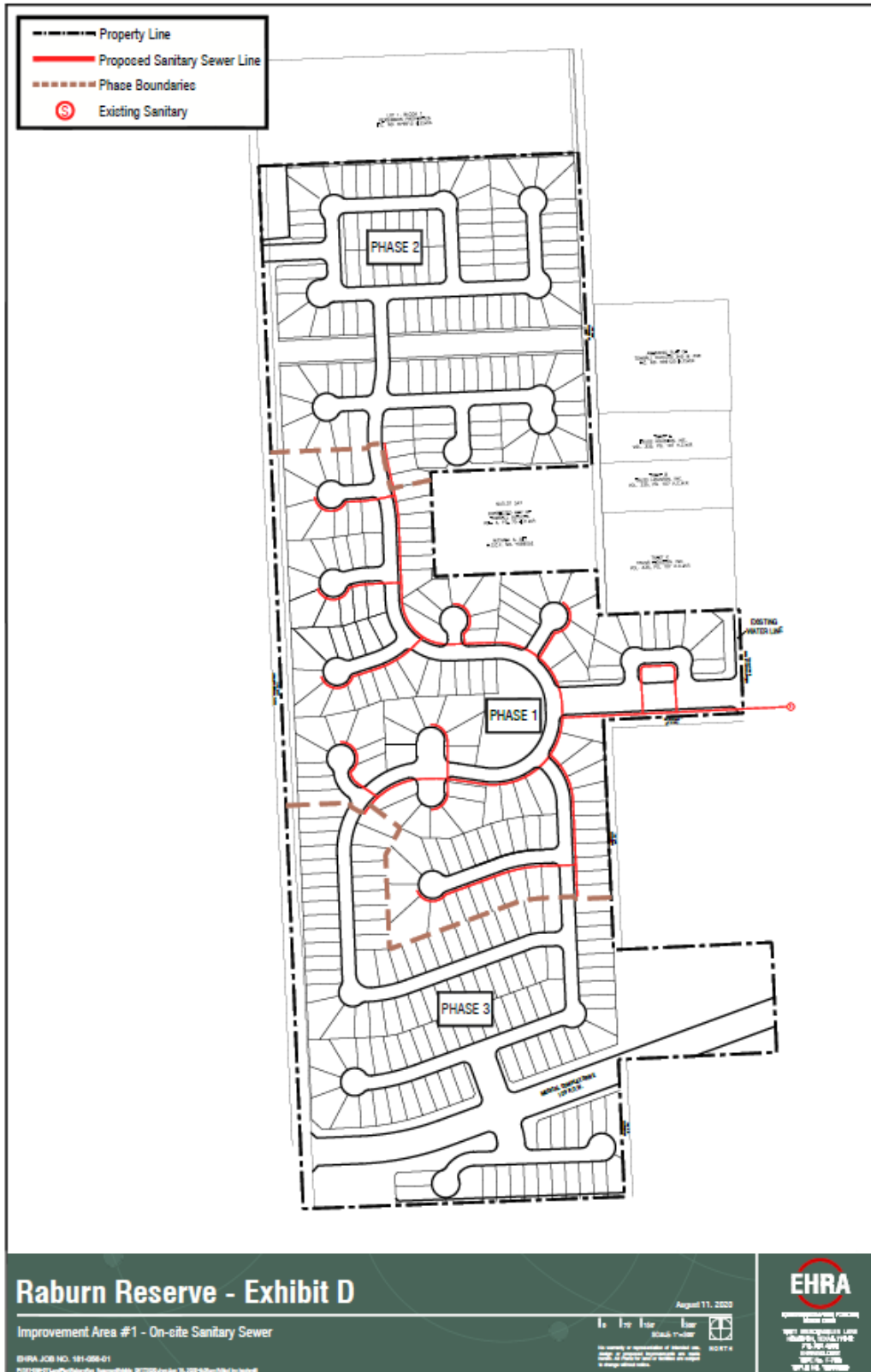
A ± 110.12 Acre Community located in Tomball, Harris County, Texas.

EHRA JOB NO. 187-098-02  
 1101 LEE ST., SUITE 200, HOUSTON, TX 77057-1400, TX 281-244-1100  
 www.ehra.com

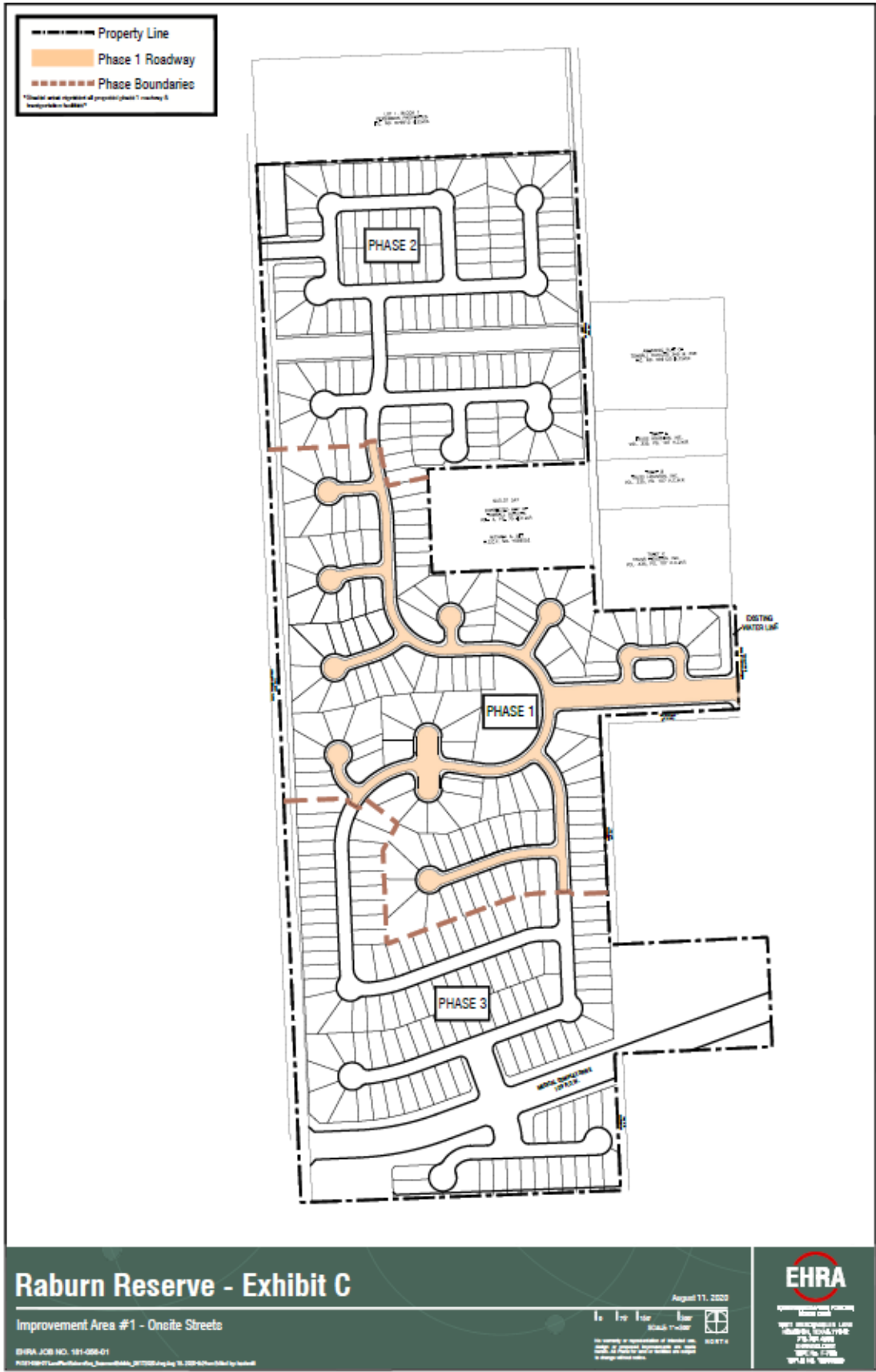
August 2022



# EXHIBIT L – IMPROVEMENT AREA #1 IMPROVEMENTS MAPS

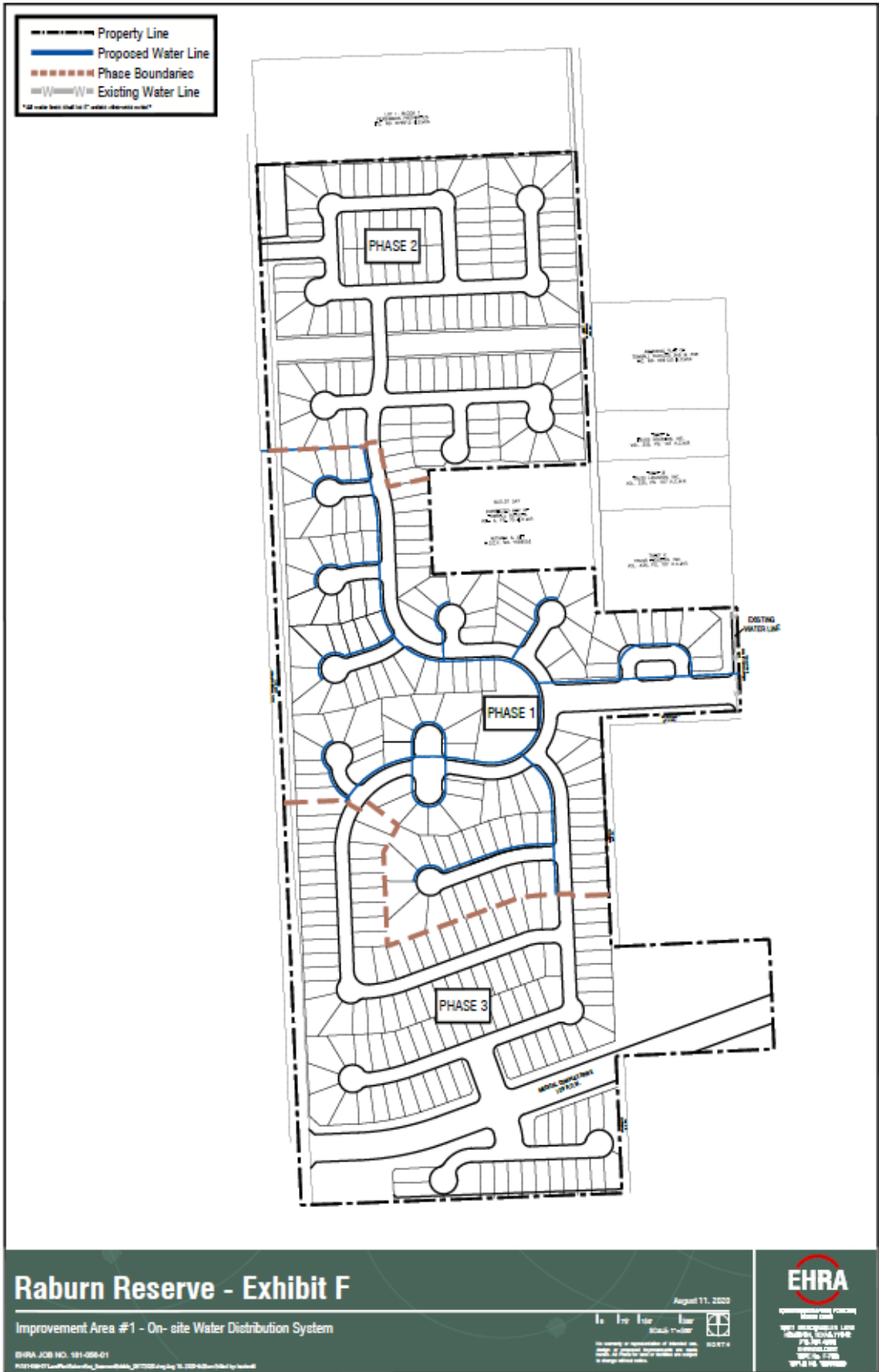












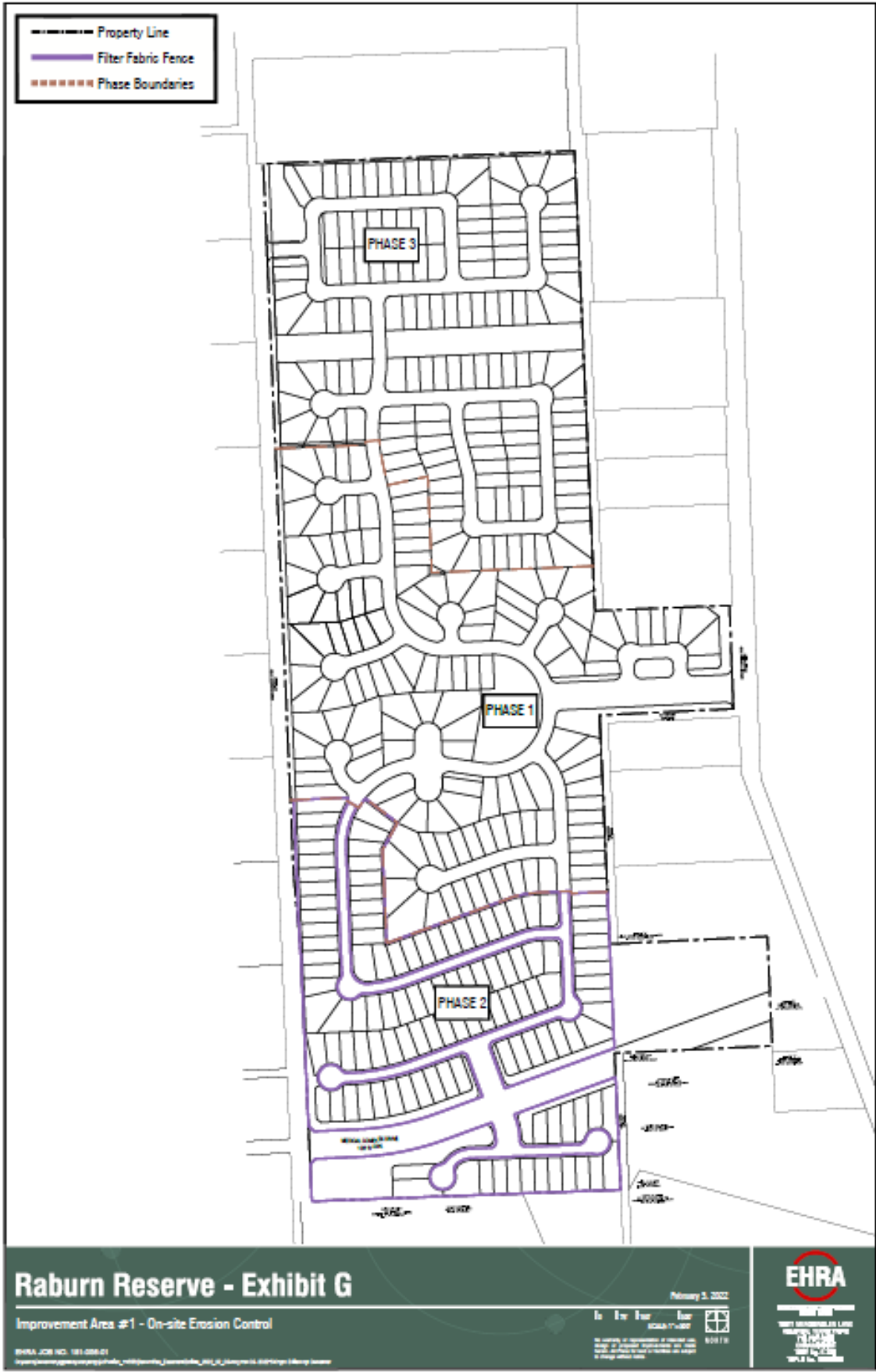
# EXHIBIT M – IMPROVEMENT AREA #2 IMPROVEMENTS MAPS











**EXHIBIT N – NOTICE OF PID ASSESSMENT TERMINATION**



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

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[Date]  
Harris County Civil Courthouse  
Honorable [County Clerk Name]  
201 Caroline, Suite 310  
Houston, Texas 77002

**Re: City of Tomball Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Tomball is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Tomball  
Attn: [City Secretary]  
401 Market Street  
Tomball, Texas 77375

Please contact me if you have any questions or need additional information.

Sincerely,  
[Signature]

P3Works, LLC  
P: (817)393-0353  
admin@p3-works.com





[legal description], a subdivision in Harris County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Harris County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount.

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, as established by Ordinance No. 2020-26, which levied the Assessment in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF TOMBALL, TEXAS,**

By: \_\_\_\_\_  
[Name], [Title]

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Name], [Title] for the City of Tomball, Texas, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT O – IMPROVEMENT AREA #1 PLAT

STATE OF TEXAS  
COUNTY OF HARRIS

HT Raburn Reserve Development LP, a Texas limited partnership, acting by and through Ash Noonan, Sr., Managing Director of JCH Investments, Inc., general partner of Hives Real Estate Holdings Limited Partnership, sole member of HIVE OP LLC, general partner of Hives Investment Management Holdings Limited Partnership, general partner of Hives Raburn Reserve Associates LP, sole member of Hives Raburn Reserve LLC, general partner of HT Raburn Reserve LP, sole member of HT Raburn Reserve Development LLC, general partner of Hives Raburn Reserve Development LP, owner, hereinafter referred to as Owners (either one or more), of the 105.0452 acre tract described in the show and ranging map of Raburn Reserve Sec 1, do hereby make and establish said subdivision and development plan of said property according to all laws, restrictions, easements, and conditions on said tract or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent easements), alleys, public water courses, drains, easements and public places shown thereon. For the purposes and considerations herein expressed and do hereby bind ourselves, our heirs, successors and assigns in and to our former defined the file on the land as delineated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement, five (5) feet in width from a plane twenty (20) feet above the ground level upward, located adjacent to

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to use of water without sewerage and in no instance have a drainage opening area of sufficient size to permit the flow thereof through the plat with outlets or bridges to be provided for all private drainage or otherwise causing such drainage facilities and structures.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all existing drainage pipes, ditches, drains, drains, drains or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Houston, Harris County or any other governmental agency, the right to enter upon said easement at all any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any other of drains, buildings, ditches and other structures to be operated and maintained by the drainage facility and that such draining property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN WITNESS WHEREOF, HT Raburn Reserve Development LP, a Texas limited partnership, has caused these presents to be signed by Ash Noonan, Sr., Managing Director of JCH Investments, Inc., a Texas corporation, general partner of Hives Real Estate Holdings Limited Partnership, sole member of HIVE OP LLC, general partner of Hives Investment Management Holdings Limited Partnership, general partner of Hives Raburn Reserve Associates LP, sole member of Hives Raburn Reserve LLC, general partner of HT Raburn Reserve LP, sole member of HT Raburn Reserve Development LLC, general partner of HT Raburn Reserve Development LP, hereinafter designated the

OWNER  
HT Raburn Reserve Development LP, a Texas limited partnership  
By HT Raburn Reserve Development LLC, its general partner  
By HT Raburn Reserve LP, its sole member  
By Hives Raburn Reserve LLC, its general partner  
By Hives Raburn Reserve Associates LP, its sole member  
By Hives Investment Management Holdings Limited Partnership, its general partner  
By HIVE OP LLC, its general partner  
By Hives Real Estate Holdings Limited Partnership, its sole member  
By JCH Investments, Inc., a Texas corporation, its general partner

BY: *Ash Noonan, Sr.*  
Ash Noonan, Sr., Managing Director

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Ash Noonan, Sr., Managing Director of JCH Investments, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and that he executed the same, and on the day and date of said acknowledgment.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of July, 2020

*Sherry Bell*  
Notary Public in and for Harris County, Texas  
My Commission expires: 08/15/23

I, Chris Hedges, County Clerk of Harris County, do hereby certify that the within instrument was duly filed for registration in my office on August 14, 2020, at 10:30 A.M., and is approved on August 14, 2020, at 10:30 A.M., and is for File Code Number 164305 of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.

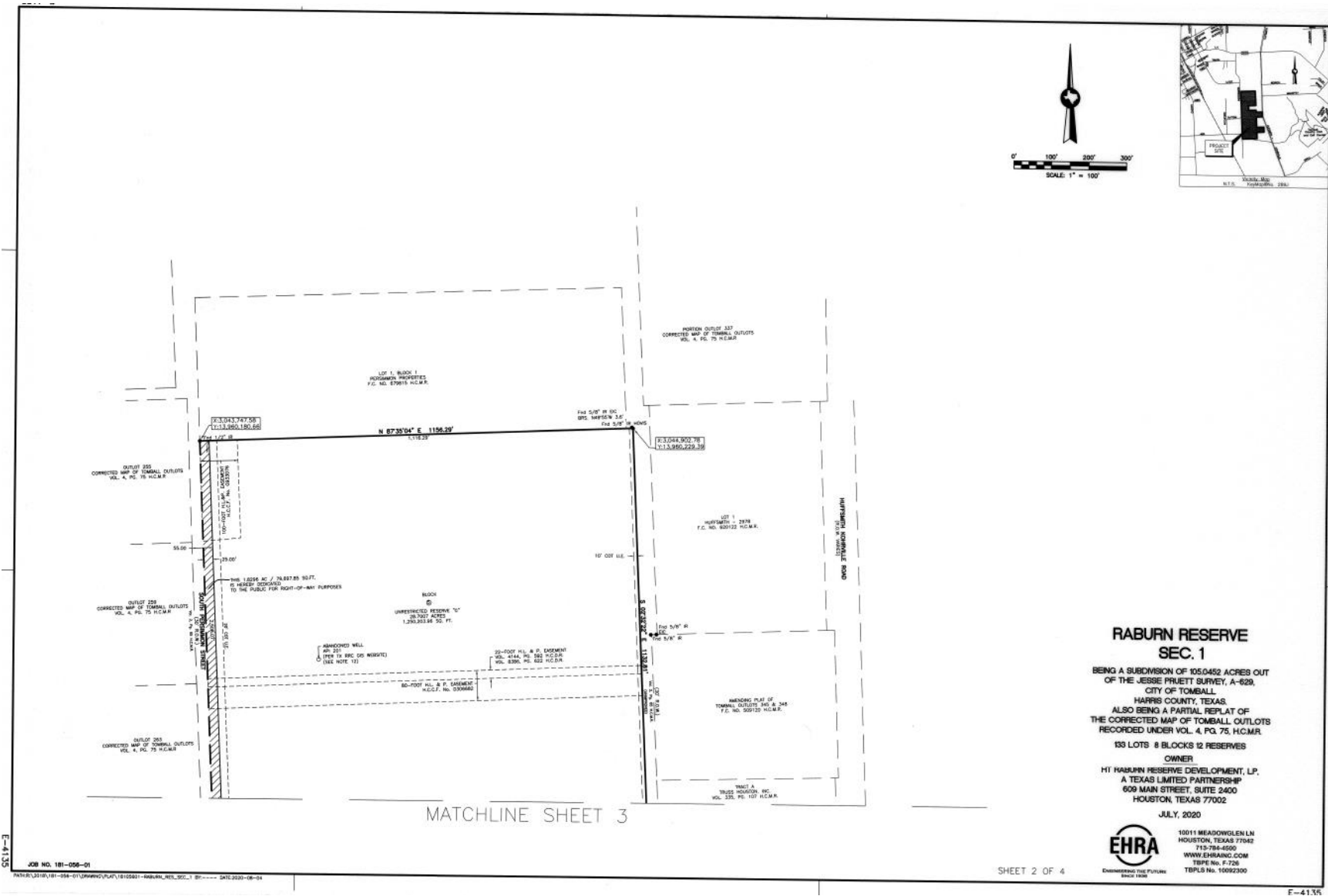
*Chris Hedges*  
Chris Hedges  
County Clerk  
of Harris County, Texas

I, Kevin M. Reidy, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct, such as shown on the plat hereof. The property shown under my supervision on this plat, that all boundary corners, single points, points of curvature, metal plates or nails having an outside diameter of not less than five-eighths (5/8) inch and a length of not less than three (3) feet, and that the plat boundary corners have been tied to the Texas Coordinate System, South Central Zone (NAD 83).

2-31-20

*Kevin M. Reidy*  
Kevin M. Reidy  
Registered Professional Land Surveyor  
Texas Registration No. 6450

JOE NO. 181-006-01  
HARRIS COUNTY CLERK'S OFFICE  
12011 MEADOWGLEN LN HOUSTON, TEXAS 77042  
713-784-4500  
WWW.HARRISCOUNTYTX.GOV  
TELEPHONE: 7-726  
TRIPS: 10-1000000



**RABURN RESERVE  
SEC. 1**

BEING A SUBDIVISION OF 105.0482 ACRES OUT  
OF THE JESSE PRUETT SURVEY, A-629,  
CITY OF TOMBALL,  
HARRIS COUNTY, TEXAS,  
ALSO BEING A PARTIAL REPLAT OF  
THE CORRECTED MAP OF TOMBALL OUTLOTS  
RECORDED UNDER VOL. 4, PG. 75, H.C.M.R.  
130 LOTS & BLOCKS 12 RESERVES

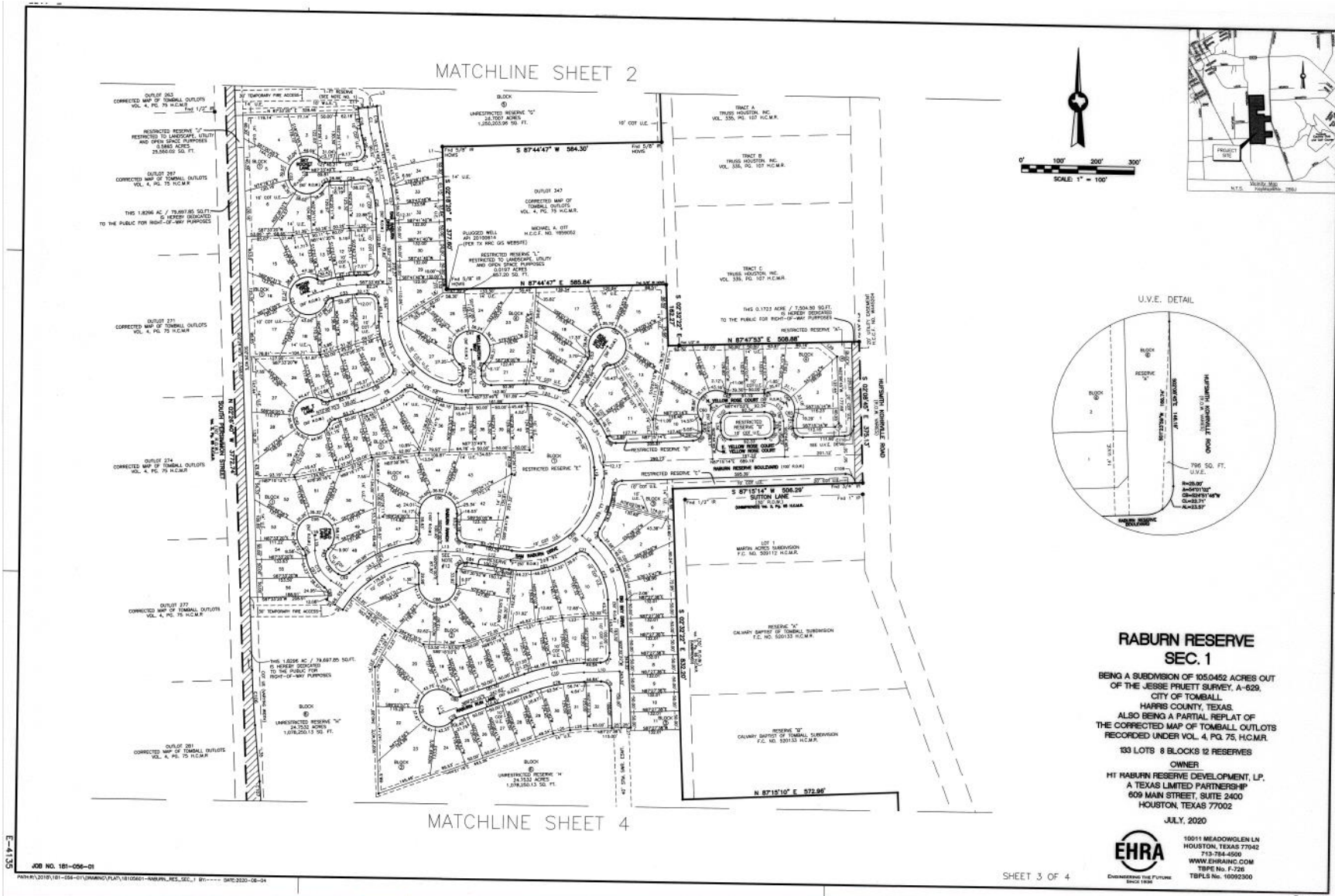
**OWNER**  
HT RABURN RESERVE DEVELOPMENT, L.P.,  
A TEXAS LIMITED PARTNERSHIP  
600 MAIN STREET, SUITE 2400  
HOUSTON, TEXAS 77002

JULY, 2020  
**EHRA**  
10011 MEADOWLEEN LN  
HOUSTON, TEXAS 77042  
713-784-4900  
WWW.EHRAINC.COM  
TITLE No. F-726  
TBPLS No. 10092300  
ENGINEERING THE FUTURE  
SINCE 1936

JOB NO. 181-056-01  
DATE: 2020-08-24

SHEET 2 OF 4

F-4135



**RABURN RESERVE  
SEC. 1**

BEING A SUBDIVISION OF 105.0452 ACRES OUT  
OF THE JESSE PRUETT SURVEY, A-629,  
CITY OF TOMBALL,  
HARRIS COUNTY, TEXAS,  
ALSO BEING A PARTIAL REPLAT OF  
THE CORRECTED MAP OF TOMBALL OUTLOTS  
RECORDED UNDER VOL. 4, PG. 75, H.C.M.R.,  
133 LOTS 8 BLOCKS 12 RESERVES

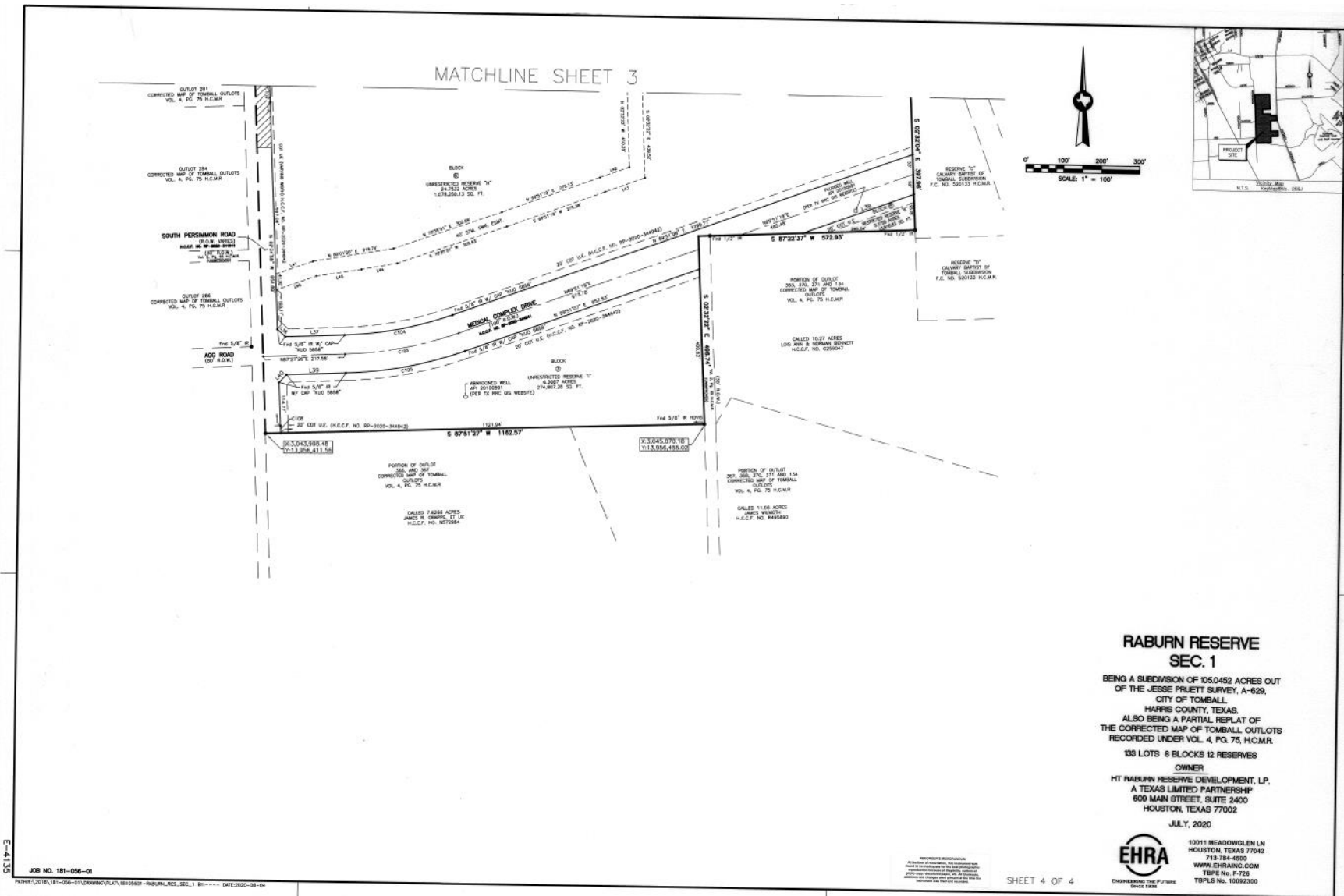
OWNER  
HT RABURN RESERVE DEVELOPMENT, L.P.,  
A TEXAS LIMITED PARTNERSHIP  
808 MAIN STREET, SUITE 2400  
HOUSTON, TEXAS 77002  
JULY, 2020

**EHRA**  
10011 MEADOWGLEN LN  
HOUSTON, TEXAS 77042  
713-784-6500  
WWW.EHRAINC.COM  
TBPL No. F-738  
TBPLS No. 10992300

4-135

JOB NO. 181-056-01  
PLAN(12019)181-056-01(UNREV)PLAT(181056)1-REV(PL)181-056-01.DWG(2020-08-24)

SHEET 3 OF 4



**RABURN RESERVE  
SEC. 1**

BEING A SUBDIVISION OF 135,0452 ACRES OUT  
OF THE JESSE PRAEITZ SURVEY, A-629,  
CITY OF TOMBALL,  
HARRIS COUNTY, TEXAS,  
ALSO BEING A PARTIAL REPLAT OF  
THE CORRECTED MAP OF TOMBALL OUTLOTS  
RECORDED UNDER VOL. 4, PG. 75, H.C.M.R.  
135 LOTS & 8 BLOCKS 12 RESERVES  
OWNER  
HT RABURN RESERVE DEVELOPMENT, LP,  
A TEXAS LIMITED PARTNERSHIP  
609 MAIN STREET, SUITE 2400  
HOUSTON, TEXAS 77002  
JULY, 2020

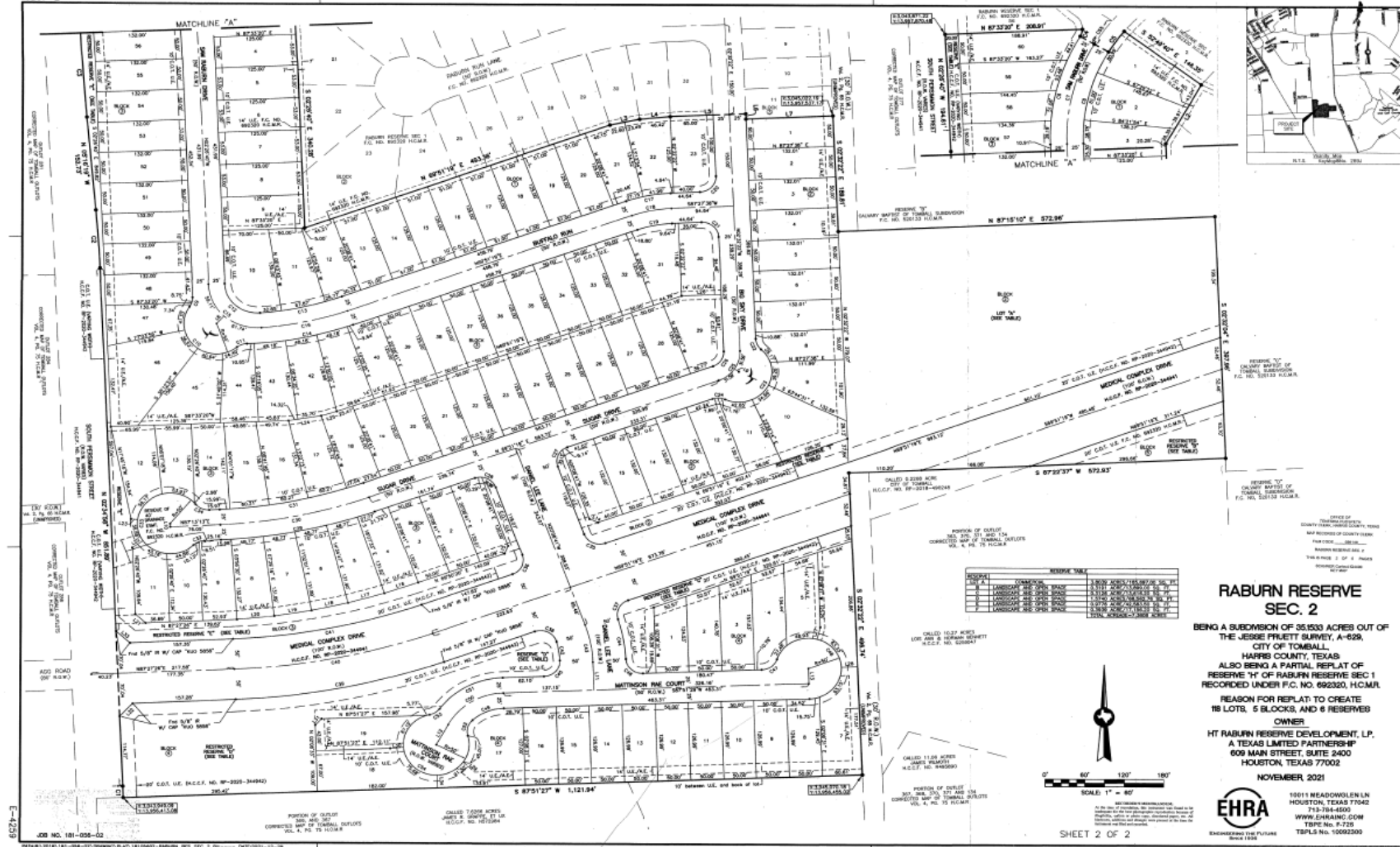


10011 HEADROWLEN LN  
HOUSTON, TEXAS 77062  
713-784-4000  
WWW.EHRAINC.COM  
TEPE No. F-728  
TBPUS No. 10092300  
ENGINEERING THE FUTURE  
SINCE 1988

E-41-75

JOB NO. 181-056-01  
PRINTED DATE: 11-05-21  
DRAWING DATE: 11-05-21  
DATE: 11-05-21





**RABURN RESERVE  
SEC. 2**

BEING A SUBDIVISION OF 35.1533 ACRES OUT OF  
THE JESSE PRUETT SURVEY, A-629,  
CITY OF TOMBALL,  
HARRIS COUNTY, TEXAS  
ALSO BEING A PARTIAL REPLAT OF  
RESERVE "Y" OF RABURN RESERVE SEC 1  
RECORDED UNDER F.C. NO. 692330, H.C.M.R.

REASON FOR REPLAT: TO CREATE  
18 LOTS, 5 BLOCKS, AND 6 RESERVE  
OWNER  
HT RABURN RESERVE DEVELOPMENT, L.P.,  
A TEXAS LIMITED PARTNERSHIP  
609 MAIN STREET, SUITE 3400  
HOUSTON, TEXAS 77002

NOVEMBER 2021

**EHRA**  
ENGINEERING & PLANNING  
SINCE 1938

15011 MEADOWSLEN LN  
HOUSTON, TEXAS 77042  
713-784-4500  
WWW.EHRAINC.COM  
TBRF No. 8-725  
TBRFS No. 10063300

**EXHIBIT Q-1 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1  
BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
TOMBALL, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$31,601.50**

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Raburn Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

## ANNUAL INSTALLMENTS - LOT TYPE 1

	Improvement Area #1 Series 2020 Bonds		Improvement Area #1 Series 2022 Bonds		Additional Interest	Annual Collection Costs <sup>3</sup>	Total Annual Installment
	Principal	Interest <sup>1</sup>	Principal	Interest <sup>2</sup>			
1/31/2023	\$ 338.35	\$ 715.13	\$ 127.82	\$ 760.04	\$ 158.01	\$ 365.91	\$ 2,465.25
1/31/2024	\$ 375.94	\$ 703.71	\$ 263.16	\$ 752.69	\$ 155.68	\$ 365.91	\$ 2,617.08
1/31/2025	\$ 375.94	\$ 691.02	\$ 263.16	\$ 737.56	\$ 152.48	\$ 365.91	\$ 2,586.07
1/31/2026	\$ 413.53	\$ 678.34	\$ 263.16	\$ 722.43	\$ 149.29	\$ 365.91	\$ 2,592.65
1/31/2027	\$ 413.53	\$ 664.38	\$ 210.53	\$ 707.29	\$ 145.90	\$ 365.91	\$ 2,507.54
1/31/2028	\$ 413.53	\$ 650.42	\$ 338.35	\$ 695.19	\$ 142.78	\$ 365.91	\$ 2,606.18
1/31/2029	\$ 451.13	\$ 636.47	\$ 255.64	\$ 675.74	\$ 139.02	\$ 365.91	\$ 2,523.90
1/31/2030	\$ 451.13	\$ 621.24	\$ 293.23	\$ 661.04	\$ 135.49	\$ 365.91	\$ 2,528.03
1/31/2031	\$ 488.72	\$ 606.02	\$ 255.64	\$ 644.17	\$ 131.77	\$ 365.91	\$ 2,492.22
1/31/2032	\$ 488.72	\$ 586.47	\$ 330.83	\$ 629.47	\$ 128.05	\$ 365.91	\$ 2,529.44
1/31/2033	\$ 526.32	\$ 566.92	\$ 330.83	\$ 610.45	\$ 123.95	\$ 365.91	\$ 2,524.36
1/31/2034	\$ 563.91	\$ 545.86	\$ 330.83	\$ 591.43	\$ 119.66	\$ 365.91	\$ 2,517.60
1/31/2035	\$ 563.91	\$ 523.31	\$ 368.42	\$ 572.41	\$ 115.19	\$ 365.91	\$ 2,509.14
1/31/2036	\$ 601.50	\$ 500.75	\$ 368.42	\$ 551.23	\$ 110.53	\$ 365.91	\$ 2,498.33
1/31/2037	\$ 639.10	\$ 476.69	\$ 406.02	\$ 530.04	\$ 105.68	\$ 365.91	\$ 2,523.43
1/31/2038	\$ 639.10	\$ 451.13	\$ 451.13	\$ 506.69	\$ 100.45	\$ 365.91	\$ 2,514.40
1/31/2039	\$ 676.69	\$ 425.56	\$ 488.72	\$ 480.75	\$ 95.00	\$ 365.91	\$ 2,532.64
1/31/2040	\$ 714.29	\$ 398.50	\$ 496.24	\$ 452.65	\$ 89.17	\$ 365.91	\$ 2,516.76
1/31/2041	\$ 751.88	\$ 369.92	\$ 533.83	\$ 424.12	\$ 83.12	\$ 365.91	\$ 2,528.79
1/31/2042	\$ 789.47	\$ 339.85	\$ 578.95	\$ 393.42	\$ 76.69	\$ 365.91	\$ 2,544.29
1/31/2043	\$ 827.07	\$ 308.27	\$ 624.06	\$ 360.14	\$ 69.85	\$ 365.91	\$ 2,555.29
1/31/2044	\$ 864.66	\$ 275.19	\$ 624.06	\$ 324.25	\$ 62.59	\$ 365.91	\$ 2,516.66
1/31/2045	\$ 902.26	\$ 240.60	\$ 706.77	\$ 288.37	\$ 55.15	\$ 365.91	\$ 2,559.05
1/31/2046	\$ 939.85	\$ 204.51	\$ 759.40	\$ 247.73	\$ 47.11	\$ 365.91	\$ 2,564.50
1/31/2047	\$ 977.44	\$ 166.92	\$ 804.51	\$ 204.06	\$ 38.61	\$ 365.91	\$ 2,557.45
1/31/2048	\$ 1,015.04	\$ 127.82	\$ 849.62	\$ 157.80	\$ 29.70	\$ 365.91	\$ 2,545.89
1/31/2049	\$ 1,052.63	\$ 87.22	\$ 939.85	\$ 108.95	\$ 20.38	\$ 365.91	\$ 2,574.93
1/31/2050	\$ 1,127.82	\$ 45.11	\$ 954.89	\$ 54.91	\$ 10.41	\$ 365.91	\$ 2,559.05
<b>Total</b>	<b>\$ 18,383.46</b>	<b>\$ 12,607.33</b>	<b>\$ 13,218.05</b>	<b>\$ 13,845.01</b>	<b>\$ 2,791.69</b>	<b>\$ 10,245.38</b>	<b>\$ 71,090.91</b>

**Notes:**

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

<sup>1</sup> Interest on the Improvement Area #1 Series 2020 Bonds is calculated at the actual rate of the Series 2020 Bonds.

<sup>2</sup> Interest on the Improvement Area #1 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.

<sup>3</sup> \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

**EXHIBIT Q-2 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2  
BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
TOMBALL, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$43,847.46**

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Raburn Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

Annual Installments Due	Improvement Area #2 2022 Bonds			Improvement Area #2 Reimbursement Obligation		Additional Interest	Annual Collection Costs <sup>3</sup>	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Principal	Interest <sup>2</sup>			
1/31/2023	\$ -	\$ 1,112.03	\$ (1,112.03)	\$ -	\$ -	\$ -	\$ -	\$ -
1/31/2024	\$ 254.24	\$ 1,235.59		\$ 305.08	\$ 1,337.12	\$ 116.27	\$ 267.80	\$ 3,516.10
1/31/2025	\$ 271.19	\$ 1,220.34		\$ 322.03	\$ 1,319.58	\$ 114.75	\$ 267.80	\$ 3,515.68
1/31/2026	\$ 288.14	\$ 1,204.07		\$ 347.46	\$ 1,301.06	\$ 113.14	\$ 267.80	\$ 3,521.65
1/31/2027	\$ 313.56	\$ 1,186.78		\$ 355.93	\$ 1,281.08	\$ 111.40	\$ 267.80	\$ 3,516.55
1/31/2028	\$ 330.51	\$ 1,167.97		\$ 389.83	\$ 1,260.62	\$ 109.62	\$ 267.80	\$ 3,526.34
1/31/2029	\$ 355.93	\$ 1,148.14		\$ 406.78	\$ 1,238.20	\$ 107.67	\$ 267.80	\$ 3,524.52
1/31/2030	\$ 372.88	\$ 1,126.78		\$ 440.68	\$ 1,214.81	\$ 105.64	\$ 267.80	\$ 3,528.58
1/31/2031	\$ 398.31	\$ 1,104.41		\$ 466.10	\$ 1,189.47	\$ 103.43	\$ 267.80	\$ 3,529.52
1/31/2032	\$ 423.73	\$ 1,080.51		\$ 491.53	\$ 1,162.67	\$ 101.10	\$ 267.80	\$ 3,527.33
1/31/2033	\$ 449.15	\$ 1,055.08		\$ 525.42	\$ 1,134.41	\$ 98.64	\$ 267.80	\$ 3,530.51
1/31/2034	\$ 483.05	\$ 1,028.14		\$ 550.85	\$ 1,104.19	\$ 96.02	\$ 267.80	\$ 3,530.04
1/31/2035	\$ 516.95	\$ 999.15		\$ 584.75	\$ 1,072.53	\$ 93.26	\$ 267.80	\$ 3,534.43
1/31/2036	\$ 550.85	\$ 968.14		\$ 618.64	\$ 1,038.90	\$ 90.34	\$ 267.80	\$ 3,534.66
1/31/2037	\$ 584.75	\$ 935.08		\$ 661.02	\$ 1,003.33	\$ 87.25	\$ 267.80	\$ 3,539.22
1/31/2038	\$ 618.64	\$ 900.00		\$ 711.86	\$ 965.32	\$ 83.94	\$ 267.80	\$ 3,547.57
1/31/2039	\$ 661.02	\$ 862.88		\$ 754.24	\$ 924.39	\$ 80.38	\$ 267.80	\$ 3,550.70
1/31/2040	\$ 703.39	\$ 823.22		\$ 796.61	\$ 881.02	\$ 76.61	\$ 267.80	\$ 3,548.64
1/31/2041	\$ 754.24	\$ 781.02		\$ 838.98	\$ 835.21	\$ 72.63	\$ 267.80	\$ 3,549.87
1/31/2042	\$ 796.61	\$ 735.76		\$ 906.78	\$ 786.97	\$ 68.43	\$ 267.80	\$ 3,562.36
1/31/2043	\$ 847.46	\$ 687.97		\$ 957.63	\$ 734.83	\$ 63.90	\$ 267.80	\$ 3,559.58
1/31/2044	\$ 906.78	\$ 637.12		\$ 1,016.95	\$ 679.77	\$ 59.11	\$ 267.80	\$ 3,567.53
1/31/2045	\$ 966.10	\$ 582.71		\$ 1,076.27	\$ 621.30	\$ 54.03	\$ 267.80	\$ 3,568.20
1/31/2046	\$ 1,025.42	\$ 524.75		\$ 1,152.54	\$ 559.41	\$ 48.64	\$ 267.80	\$ 3,578.56
1/31/2047	\$ 1,093.22	\$ 463.22		\$ 1,220.34	\$ 493.14	\$ 42.88	\$ 267.80	\$ 3,580.59
1/31/2048	\$ 1,161.02	\$ 397.63		\$ 1,296.61	\$ 422.97	\$ 36.78	\$ 267.80	\$ 3,582.80
1/31/2049	\$ 1,237.29	\$ 327.97		\$ 1,381.36	\$ 348.42	\$ 30.30	\$ 267.80	\$ 3,593.12
1/31/2050	\$ 1,322.03	\$ 253.73		\$ 1,466.10	\$ 268.98	\$ 23.39	\$ 267.80	\$ 3,602.03
1/31/2051	\$ 1,406.78	\$ 174.41		\$ 1,559.32	\$ 184.69	\$ 16.06	\$ 267.80	\$ 3,609.05
1/31/2052	\$ 1,500.00	\$ 90.00		\$ 1,652.54	\$ 95.03	\$ 8.26	\$ 267.80	\$ 3,613.63
<b>Total</b>	<b>\$ 20,593.22</b>	<b>\$ 24,814.58</b>	<b>\$ (1,112.03)</b>	<b>\$ 23,254.24</b>	<b>\$ 25,459.41</b>	<b>\$ 2,213.86</b>	<b>\$ 7,766.10</b>	<b>\$ 102,989.36</b>

**Notes:**

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

<sup>1</sup> Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual of the Series 2022 Bonds

[2] Interest Rate on the Improvement Area #2 Reimbursement Obligation is calculated at 5.75% which is less than 2% above the S&P Municipal Bond High Yield Index.

<sup>3</sup> \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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

**Background:**

The City of Tomball, like so many other communities in the United States, is experiencing a significant rise in the costly and intrusive thefts of catalytic converters. To strengthen local law enforcement’s ability to recover stolen property and bring thieves to justice, Tomball seeks to create an ordinance much like ordinances already in place in Houston and Jersey Village that makes it unlawful to purchase, sell or possess a cut catalytic converter without proper documentation on file with the Tomball Police Department. The Ordinance creates a \$500 fine for every catalytic converter in a person’s possession when the person does not have the appropriate documentation on hand or on file with the Tomball Police Department.

**Origination:** Tomball Police Department

**Recommendation:**

Review and adopt Ordinance No. 2022-32 which makes unlawful certain conduct related to the sale, purchase or possession of catalytic converters in the City of Tomball, on Second Reading

**Party responsible for placing this item on agenda:** Jeff Bert, Police Chief

**FUNDING (IF APPLICABLE)**

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

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

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

Signed Jeff Bert  
Staff Member \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_  
City Manager \_\_\_\_\_ Date \_\_\_\_\_

**ORDINANCE NO. 2022-32**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF TOMBALL “OFFENSES”, BY ADDING A NEW ARTICLE III, “CATALYTIC CONVERTERS”; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; DECLARING CERTAIN CONDUCT TO BE UNLAWFUL; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$500.00 FOR EACH VIOLATION OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, the City of Tomball, Texas (the “City”) is a home-rule municipality pursuant to section 5 article 11 of the Texas Constitution and as such, is vested with the power of local self-government; and

**WHEREAS**, Section 54.004 of the Texas Local Government Code authorizes home-rule municipalities to enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants;

**WHEREAS**, the National Insurance Crime Bureau has reported that the claims of catalytic converter thefts rose nationwide from 3,389 in 2019 to 14,433 in 2020, and more than 52,000 in 2021; and

**WHEREAS**, in the first eight months of 2022, the City of Tomball Police Department recorded 50 catalytic converter thefts, compared to 58 catalytic converter thefts throughout the entirety of 2021; and 10 catalytic converter thefts in 2020.

**WHEREAS**, catalytic converter thefts are sometimes associated with violent crimes including assaults and robberies and murder; and

**WHEREAS**, it is the desire of the City Council (the “Council”) to outlaw the possession of catalytic converters without appropriate documentation; and **NOW THEREFORE**;

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

**SECTION 1. THAT** the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

**SECTION 2. THAT** the Code of Ordinances, City of Tomball, Texas is hereby amended by adding a new Article “Catalytic Converters” to Chapter 30 “Offenses”, with such Article to be numbered III, which Article reads as follows:

## **“ARTICLE III – CATALYTIC CONVERTERS**

### **Sec. 30-75. - Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates a different meaning:

*Catalytic converter* means an exhaust emission control device of any vehicle, or any part or material thereof that reduces toxic gases and pollutants from internal combustion.

### **Sec. 30-76. - Sale or transfer of a catalytic converter.**

It shall be unlawful for any person or entity to purchase or receive a catalytic converter from any person or entity, unless, in addition to any other requirements set forth in this article, the person or entity selling or transferring the catalytic converter presents verifiable documentation to the purchasing or receiving person or entity that includes:

- (1) The name, address, and phone number of the person or entity purchasing or receiving the catalytic converter; and
- (2) The name, address, and phone number of the person or entity selling or transferring the catalytic converter; and
- (3) The year, make, model, and vehicle identification number of the vehicle from which the catalytic converter was removed;
- (4) A copy of the certificate of title or other documentation indicating that the person or entity selling or transferring the catalytic converter has an ownership interest in the vehicle from which the catalytic converter was removed; and
- (5) Any other applicable information required by Chapter 1956 of the Texas Occupations Code.

### **Sec. 30-77. - Filing of verifiable documentation, photographs, and other information regarding the sale or transfer of a catalytic converter.**

Upon the completion of the sale or transfer of a catalytic converter, the person or entity that purchased or received the catalytic converter shall:

- (1) Take a photograph of:
  - a. All sides, or if round, both halves of the catalytic converter;
  - b. the serial number of the catalytic converter; and
  - c. any applied number (such as an etched serial number, VIN, etc.) on the catalytic converter; and,
- (2) Provide to the Tomball Police Department, in a format and manner as prescribed by the Department, the verifiable documentation regarding and the

photographs of the catalytic converter required by this article, and any and all other applicable information regarding the catalytic converter required by law.

**Sec. 30-78. – Possession of cut catalytic converter.**

It shall be unlawful for any individual or entity to possess a catalytic converter that was cut from its original vehicle, rather than unbolted, unless the individual or entity provides the investigating officer the applicable information described in Section 30-76 (1 -5) and Section 30-77 (1) or the officer verifies that the individual or entity has filed the appropriate information with the Tomball Police Department as described in Section 30-77 (2).

**Sec. 30-79. - Penalty.**

Any person who intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this Article shall be guilty of an offense. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.”

**SECTION 3. THAT,** in the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent or ordinances 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 Council declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**SECTION 4. THAT,** the Council hereby directs the City Secretary to publish the caption of the Ordinance as required under and according to State law.

**SECTION 5. THAT,** this Ordinance shall be in full force and effect upon the date of its passage by the Council and publication of the caption as required by State law.

FIRST READING:

READ, PASSED, APPROVED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 19TH 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, APPROVED AND ORDAINED AS SET OUT BELOW AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 3RD 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 3, 2022

**Topic:**

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.

**Background:**

Boxwood Manor and Flambeaux Fireworks have submitted an application to the Tomball Fire Department and have provided all documentation to support a ground effect only show for a wedding to be held on Saturday November 12, 2022 at 10pm. This show is expected to last 1 minute and contain fountains along the driveway as the newly married couple exits the property.

This show will set up a series of single use indoor / theater grade close proximity ground effects that have no residual debris, make no noise, and do not launch any aerial pyrotechnics. The minimum safety distance for these effects is 15', however a distance of 30' will be maintained, as indicated in the Site Survey.

The effects will be fired remotely using the industry standard Cobra electronic firing system. NFPA 1126 Regulations will be followed for all set-up and field operations.

**Origination:** Fire Department

**Recommendation:**

Approval

**Party(ies) responsible for placing this item on agenda:** Joe Sykora, Fire Chief

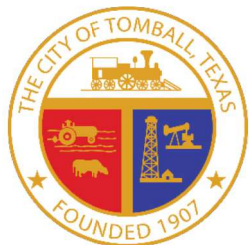
**FUNDING (IF APPLICABLE)**

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

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

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

Signed Joe Sykora 09/27/2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



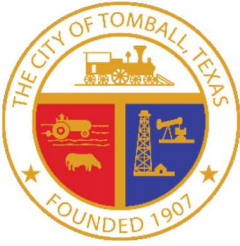
## FIREWORKS EVENT GUIDELINES & APPLICATION

**INTRODUCTION:** Any non-sanctioned city event, including but not limited to wedding, party, or other gathering, involving the use of any firework. A firework is defined as any firecrackers, cannon crackers, skyrockets, torpedoes, roman candles, sparklers, squibs, fire balloons, star shells, gerbs or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display; and such term shall include all articles or substances within the commonly accepted meaning of fireworks whether specially designated and defined or not.

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

1. A completed Fireworks Application must be submitted to the Tomball Fire Department at least 90 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, fireworks, 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, location, a detailed site map, hours of fireworks show, type of fireworks show (aerial or ground effects). **THIS DOES NOT CONSTITUTE A PERMIT FROM THE FIRE MARSHAL'S OFFICE.**
  - a. Aerial Fireworks Shooting Sites shall not be within
    - i. 1000 feet of a structure on an abutting property
    - ii. 500 feet of a lot line where livestock are present
3. If approved by the Tomball Fire Department, 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.
4. If approved by the Tomball City Council, no less than 14 days prior to the event the applicant's state licensed pyro-technician shall submit appropriate documentation for permitting to the Tomball Fire Department Fire Prevention Division for permitting.
5. Failure to comply with these guidelines may result in a fine not to exceed \$2000.

For additional information, or to submit a fireworks event application, please contact:  
Tomball Fire Department – Fire Prevention Division  
1200 Rudel Dr.  
Tomball, Texas 77375  
(281) 351-7101 | Email – [firecode@tomballtx.gov](mailto:firecode@tomballtx.gov)



## FIREWORKS EVENT APPLICATION

CITY OF TOMBALL  
1200 Rudel Dr.  
Tomball, Texas 77375  
281-351-7101

An application to stage an event within the City of Tomball shall be filed with the Tomball Fire Department at least 90 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by Tomball City Council and permitted by the Tomball Fire Department.

Date: 28Aug2022

Request for permission to conduct and Fireworks Show for the following type of event (please check one):

Festival  Community Event  Wedding  Music Event  Other (specify)

1. Event title: Leyva / Thompson Wedding
2. Contact: Boxwood Manor c/o Elizabeth Hubbard Phone: 281-665-9616
3. Contact address: 945 E Hufsmith Rd, Tomball, TX 77375
4. Contact email: events@boxwoodmanorevents.com
5. Event date: 12Nov2022
6. Firework Show Event times: Start 10:00pm Finish 10:01pm Set-up 8:30pm Breakdown 10:15pm
7. Fireworks Show Type (Check All that Apply):  Aerial  Ground Effects
8. State -Licensed Fireworks Provider: Flambeaux Fireworks c/o Eric Kubera Phone: 214-385-0993
9. On-site contact: Eric Kubera Mobile Phone: 214-385-0993
10. Estimated number of attendees: Ukn
11. Detailed site map is attached: Yes  No
12. Is this event open to the public: Yes  No
13. Admission fee: \$                      Free

Signature: Eric Kubera Digitally signed by Eric Kubera  
Date: 2022.08.28 15:59:48 -05'00'





Spectators

Boxwood Manor

Launch Site

Fallout Radius = 0'

Min Distance to Spectators = 15'

This Google map is clearly a combination of old and new images. I have added in the driveway and newly dug pond as best I can. The infrastructure missing from the image does not affect the safety of the show.

Pond

**Leyva / Thompson Wedding**  
**Pyrotechnics Display**  
Saturday, 12Nov2022  
Approximately 10pm  
  
*Boxwood Manor*  
945 E Hufsmith Rd.  
Tomball, TX 77375  
  
**Flambeaux Fireworks**  
Cornerstone Electric  
Lead Shooter: Eric Kubera  
Mobile #: 214-385-0993  
SEO Lic#: TX-2083736  
FPO Lic#: TX-2086630  
SFM Ops Lic#: OK 17-FOP-00332

**Emergency Response Ingress**

945 E Hufsmith Rd  
Tomball, TX 77375  
30.111269, -95.605015

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Authorize annual purchases exceeding \$50,000 in accordance with the Purchasing and Bidding Policy for Fiscal Year 2021-2022.

**Background:**

Administrative Policy No. 9 – Purchasing and Bidding Policy requires City Council approval for individual or aggregate vendor purchases exceeding \$50,000. The annual spend for the vendors listed below currently exceed or are anticipated to exceed \$50,000 for Fiscal Year 2021-2022. To ensure compliance with the Purchasing and Bidding Policy, Staff is requesting approval of the purchases.

Vendor Name	Current Spend as of 9/27/2022	Prior Council Approval Obtained*	Projected FY 2021-2022 Spend
B & C Constructors, LP	\$ 266,184.64	\$ 149,796.59	\$ 275,000.00
Equipment Controls Company Inc	\$ 138,021.77	\$ -	\$ 150,000.00
Shane Griffin	\$ 124,931.64	\$ -	\$ 125,000.00
Water Utility Services Inc	\$ 108,807.50	\$ -	\$ 125,000.00
Harris County Accounts Receivables - Radio	\$ 91,168.50	\$ -	\$ 100,000.00
Tyler Technologies	\$ 100,001.42	\$ -	\$ 100,000.00
Accurate Utility Supply, LLC	\$ 76,064.64	\$ -	\$ 80,000.00
Waypoint Business Solutions LP	\$ 66,909.25	\$ -	\$ 70,000.00
Charles David (Chuck's Landscaping)	\$ 60,404.09	\$ -	\$ 65,000.00
AT&T Mobility	\$ 53,660.56	\$ -	\$ 60,000.00
Amazon Capital Services, Inc.	\$ 53,818.62	\$ -	\$ 60,000.00
North Water District Laboratory Services Inc.	\$ 49,536.00	\$ -	\$ 55,000.00
Koons Gas Measurement	\$ 50,282.42	\$ -	\$ 55,000.00

\* City Council approval was obtained previously for LED Lighting Upgrade (\$82,089.42) and Theis Park Renovations (\$68,642.83)

**Origination:**

Finance

**Recommendation:**

Authorize annual purchases exceeding \$50,000.

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

Katherine Tapscott, Finance Director



# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Consideration to repeal in its entirety Administrative Policy Number 1, Banner Policy.

**Background:**

The request to repeal Administrative Policy Number 1 serves to update the Administrative Handbook to match the newly adopted Master Fee Schedule for Fiscal Year 2022-2023 which included removing the fee for banners displayed over FM 2920. The removal of the policy and fee is due to the inability to continue to offer the banners be displayed due to permanent damage to the poles utilized.

**Origination:** Project Management

**Recommendation:**

Staff recommends approving to repeal Administrative Policy Number 1.

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



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

<b>SUBJECT</b>  <b>BANNER POLICY</b>  (Repealed 10/3/2022)	<b>NUMBER:</b>  1	<b>EFFECTIVE DATE:</b> <b>OCTOBER 3, 2022</b>	<b>PAGE 1 OF 1</b>
	<b>REVISED:</b>	<b>APPROVED BY CITY MANAGER:</b> <b>OCTOBER 3, 2022</b>	
	<b>SUPERSEDES:</b>	<b>APPROVED BY CITY COUNCIL:</b> <b>OCTOBER 3, 2022</b>	

**THIS POLICY WAS REPEALED BY CITY COUNCIL ON  
OCTOBER 3, 2022.**

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Confirm/Appoint/Reappoint Members to the Tomball Regional Health Foundation Board of Directors

**Background:**

The Class A, City-appointed Board of Directors positions 1, 3, and 5 on the Tomball Regional Health Foundation expired September 1, 2022.

Steven Vaughan, Position 3, has requested to not be reappointed. Applications from the rest of the current board members have been received.

The city has received new applications from the following individuals who have expressed an interest in serving on the TRHF Board:

Richard Anderson  
Lisa Covington  
Jim Engelke  
Sharon Frank  
Maggie Yacoubian.

**Origination:** Doris Speer, City Secretary

**Recommendation:** N/A

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

Signed	<u>Doris Speer</u>	<u>9-29-2022</u>	Approved by	<u>David Esquivel</u>	
	Staff Member	Date		Acting City Manager	Date

**TOMBALL REGIONAL HEALTH FOUNDATION  
(TERMS EXPIRE SEPTEMBER 1 EACH YEAR)**

**2-Year Terms**

Christina Nash  
Board of Trustees

Position 1 – Apptd 2018/18  
(Term expires 9/1/2022)

Latrell Simmons Shannon  
Board of Trustees

Position 2 – Apptd 2003/05/07/09/11/13/15/17  
(Term expires 9/1/2023)

Vacant  
Board of Trustees

Position 3  
(Term expires 9/1/2022)

Jim Ross  
Board of Trustees

Position 4 – Apptd – 2015/17  
(Term expires 9/1/2023)

Lori Wilson  
Board of Trustees

Position 5 – Apptd- 09/01/2016 /18  
(Term expires 9/1/2022)

**COUNCIL LIAISON**

**Councilman Parr**

**Alternate: Councilman Ford**

Note: Tomball Regional Hospital requests reappointment of trained board members due to extensive training requirements and long-term projects.

REV. 9-8-22



## 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: Julie Christine Nash

Address: \_\_\_\_\_

City/State/Zip Tomball TX 77375

Email: cnash.tx@gmail.com

I have lived in Tomball 20 years.

Date: 9/20/2022

Phone: 713 302 4941  
(Home)

Phone: \_\_\_\_\_  
(Work)

Cell: same

I am  am not  a U.S. Citizen

Occupation: education consultant

Professional and/or Community Activities: TRHF Board Member,

Lonestar Volunteer, First Methodist church member,

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 have been a Board Member of TRHF since 2018 in July. This position has deep meaning to me and to our community in providing health services.*

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation

Meeting Information

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

- Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee  
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

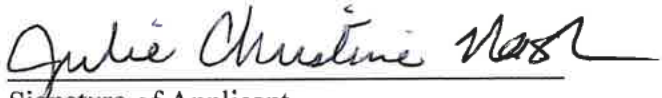
- Tomball Legacy Fund, Inc.  
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

\*\*\*\*\*

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



Signature of Applicant

*(Must be signed/signature typed in)*

Please return this application to:

City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[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)



## 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.

Julie Christina Nash  
Board Member's Signature

9/20/2022  
Date

Julie Christina Nash  
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.**

*Adjunct @ Lone Star College*

**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.**

*Julie C Nash adjunct*  
 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** *Julie Christine Nash*  
 Signature of vendor doing business with the governmental entity

*9/20/2022*  
 Date



**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

*Julie C Nash*

2 Office Held

*Lonestar (Adjunct) College*

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.

*Julie Christina Nash*  
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 *Julie Christina Nash* and my date of birth is \_\_\_\_\_

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

Executed in *Harris* County, State of *Texas*, on the *20* day of *Sept*, 20*22*

*Julie Christina Nash*  
Signature of Local Government Officer (Declarant)

## 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 9/20/2022 (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

Julie Christine Nash

Printed Name of Applicant

9/20/22

Date:

## **...Christina Nash**

Christina Nash has lived in the Tomball Cypress area for 35 years. Currently a Director of Curriculum for Harmony Public Schools. Formerly, she was a senior field trainer with the Academic Foundation Initiatives at IPSI with the University of Texas at Austin. She provides professional development to school districts. Christina has a bachelor's degree in education from Sam Houston State University and master's degrees in educational administration and language arts from the University of St. Thomas.



## 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: Latrell Shannoon

Address: 823 Lizzie Ln.

City/State/Zip Tomball, Tx 77375

Email: ls0175@swbell.net

Date: 9/23/22

Phone: 281-351-5278

Phone: 713-828-2762 (Home)

Cell: 713-828-2762 (Work)

I have lived in Tomball 61 years.

I am  am not  a U.S. Citizen

Occupation: Retired Real Estate Broker  
Retired AT & T (CAD) - Computer Aided Design Technician  
Avid Car Enthusiast

Professional and/or Community Activities: City of Tomball: Parks Board, Zoning Commission, Board of Adjustments, City Charter Commission, City Charter Review Board, Comprehensive Planning Committee, Tomball Regional Health Foundation

Tomball Citizens Police Academy Assoc., Tomball Police V.I.P.S. Program,  
Bogs-Hufsmith Cemetery Assoc. Historian, Houston Livestock Show & Rodeo Souvenir Program Committee

Additional Pertinent Information/References: 2018 Tomball Citizens of the Year & Mayor's Citizens of the Year, Election Judge for both City of Tomball and Harris County  

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**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 am a long-term concerned, watchful, and dedicated citizen of this community. I bring to you knowledge and experience about the make-up of this city and also a reputation of being committed to the task at hand. I have the City's best interest at heart. I want to see this city continue to strive to be the best that it can be for the citizens of Tomball.  

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation

Meeting Information

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

- Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee  
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

\*\*\*\*\*

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



Signature of Applicant

*(Must be signed/signature typed in)*

Please return this application to:

City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[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)



## 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.

*Latrell Shannon*  
Board Member's Signature

09/23/22  
Date

Latrell Shannon  
Board Member's Printed Name

Short Biography for:

LATRELL SHANNON

Citizen of Tomball, Texas – 61 Years

Graduate – Tomball High School - 1972

Associate Degree – North Harris County College (Lone Star College)

B.S. in Business Management – LeTourneau University

Honors Graduate – Center for Advanced Legal Studies

Married - 46 Years

Member – Woodlands Church

The Woodlands, Tx



**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 8-18-2022 (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.

Latrell Shannon

Signature of Applicant for Appointment

LATRELL SHANNON

Printed Name of Applicant

9-23-22

Date:

**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.**  
 N/A

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

**3 Name of local government officer about whom the information is being disclosed.**  
 \_\_\_\_\_  
 Name of Officer

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?  
 Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?  
 Yes       No

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

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

**7**  
 \_\_\_\_\_  
 Signature of vendor doing business with the governmental entity      \_\_\_\_\_  
 Date

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

**FORM CIS**

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

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

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

**OFFICE USE ONLY**

Date Received \_\_\_\_\_

**1 Name of Local Government Officer**

N/A

**2 Office Held**

**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:

Date: Sept. 10, 2022

Name: Jim Ross

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

City/State/Zip Tomball, TX 77375

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

I have lived in Tomball 20 years.

I am  am not \_\_\_ a U.S. Citizen

Occupation: Chief Financial Officer, Tomball ISD

Professional and/or Community Activities: Greater Tomball Area Chamber of Commerce

Additional Pertinent Information/References: Chairman of GTACC in 2019

Please attach a short biography to this application. *20 yrs as CFO at Tomball ISD, graduate Texas A&M, veteran US Army, 30 yrs. as CFO for public schools*  
Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

*Obligation to serve my community that has meant so much 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

Meeting Information

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

- Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

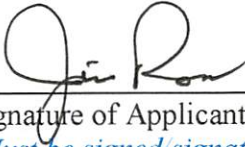
- ( ) Tomball Legacy Fund, Inc.
- Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

\*\*\*\*\*

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



\_\_\_\_\_  
Signature of Applicant

*(Must be signed/signature typed in)*

Please return this application to:

City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[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 176.003(a).

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

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

**OFFICE USE ONLY**

Date Received

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

N/A

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

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

Jim Ross

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.

N/A

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

Yes

No

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

Yes

No

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

N/A

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

**7** Jim Ross  
 Signature of vendor doing business with the governmental entity

Sept 10, 2022  
 Date

**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

Jim Ross

2 Office Held

Committee

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

None

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

None

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 None accepted

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

Jim Ross  
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 Jim Ross and my date of birth is \_\_\_\_\_

My address is \_\_\_\_\_  
(street) (city) (state) (zip code) (country)

Executed in Harris County, State of TX, on the 10<sup>th</sup> day of Sept., 2022  
(month) (year)

Jim Ross  
Signature of Local Government Officer (Declarant)

**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 10, 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.

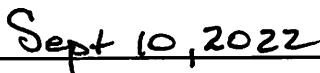
Please read this Handbook carefully to understand these conditions of appointment before you sign this document.



\_\_\_\_\_  
Signature of Applicant for Appointment



\_\_\_\_\_  
Printed Name of Applicant



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



## 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

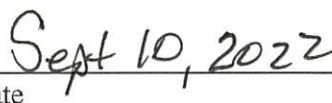
\_\_\_ cell or pager numbers not paid for by the City


\_\_\_ 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



## 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: 9-13-22

Name: Lori Wilson

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: 281-401-7215 <sup>(Home)</sup>

City/State/Zip Tomball, Tx 77375

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

I have lived in Tomball 21 years.

I am  am not  a U.S. Citizen

Occupation: Director of Physician Relations  
at HCA Houston Healthcare - Tomball

Professional and/or Community Activities:

Previous Chairman of the  
Planning and Zoning Commission, Previous  
President of PSB P. founding member in the  
Tomball Business Association and Walk Tomball.  
Tomball Regional Health Foundation Board member  
for 6 years.

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 have lived in Tomball since May of 2001  
and want to give back to my community by  
volunteering my time.

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

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

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

Decision-Making Boards and Commissions  
 Planning & Zoning Commission  
 Board of Adjustments

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

Separate Legal Entities  
 Tomball Economic Development Corporation

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

Tomball Regional Health Foundation 1

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**

**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

A vendor commits an offense if the vendor knowingly violates Section 176.005, 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

*Not Applicable*



**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/html/LG\\_176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/html/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 rule 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

City

**(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)

*Not applicable*

## 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

Kari Wilson  
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 9-13-22 (date).

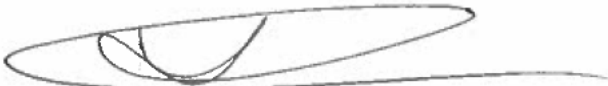
I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

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.



Signature of Applicant for Appointment

Lori Wilson

Printed Name of Applicant

9-13-22

Date:

I am a 21 year resident in Tomball and am currently employed with HCA Houston Healthcare Tomball as the Director of Physician Relations. I've worked in the hospital realm for the last 12 years, and have been at HCA for 6 years.

I was the past Chairman of the Planning and Zoning Commission, starting on the board when it was just the Planning Commission, and working with the City and the Zoning Consultant to bring Zoning to Tomball.

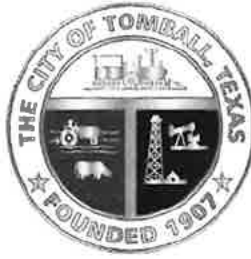
I was the past President of ESD #8, which is a Harris County elected position and provided funding for Northwest EMS through our Board.

I was a founding member of the Tomball Business Association and Walk Tomball.

I've been on the Tomball Regional Health Foundation Board for 6 years.

I am proud to be a member of the Tomball community and enjoy volunteering my time and expertise.

Lori Wilson  
HCA Houston Healthcare Tomball  
P 281-401-7215 |



## 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: 9/20/20

Name: Richard L. Anderson, Jr.

Phone: \_\_\_\_\_  
(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
(Work)

City/State/Zip Tomball, TX 77375

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

I have lived in Tomball 14 years.

I am  am not  a U.S. Citizen

Occupation: Retired Houston Police Officer

Professional and/or Community Activities: \_\_\_\_\_

Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach a short biography to this application.**

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

I served on the Charter Review Commission in 2013, and was impressed by the dedication, knowledge, and foresight of the board members. As soon as I was nominated for the Planning & Zoning Board, I jumped at the opportunity. Being a part of the review board and witnessing the growth of Tomball has been very rewarding. Thank you for the chance to be a part of this dynamic city government.

**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)



## 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.

Richard L. Anderson JR  
Board Member's Signature

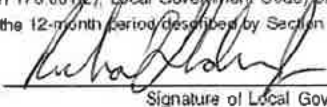
9-16-2022  
Date

Richard Anderson  
Board Member's Printed Name

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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><b>OFFICE USE ONLY</b></p> <p>Date Received _____</p>
<p><b>1 Name of Local Government Officer</b> Richard L. Anderson, Jr</p>	
<p><b>2 Office Held</b> Planning &amp; Zoning Board Member</p>	
<p><b>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b> N/A</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> N/A</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 <u>N/A</u> Description of Gift _____</p> <p>Date Gift Accepted <u>N/A</u> Description of Gift _____</p> <p>Date Gift Accepted <u>N/A</u> 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: center;"> 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 _____ 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 <u>Richard L. Anderson, Jr</u> and my date of birth is _____</p> <p>My address is _____ _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20_____ (month) (year)</p> <p style="text-align: center;">_____ Signature of Local Government Officer (Declarant)</p>	

**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.

**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.

N/A

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

## 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 9/20/2022 (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

RICARDO L. ANDERSON JR  
\_\_\_\_\_  
Printed Name of Applicant

9-20-2022  
\_\_\_\_\_  
Date:

## **Richard L. Anderson, Jr.**

**Objective:** To serve as a board member on the Planning and Zoning Committee for the city of Tomball

### **Biography**

#### **Personal:**

#### **Professional:**

I retired from the Houston Police Department in November of 2017, after 33 years of service. I worked in several divisions during my tenure, including: Robbery Division, Gang Division, and Internal Affairs Division.

#### **Education:**

University of Houston  
Bachelor Business Administration – Finance 1996

Mountain State University  
Masters – Organizational Leadership 2006

#### **City of Tomball Committees:**

I served on the Charter Review Commission in August of 2013. This committee was informative and well run by the Commission Chairman Steven Vaughn. It was shortly after this that I was contacted and asked if I was interested in participating as a board member for the Planning and Zoning Committee. I have served on this committee with many different members all of whom have a wide variety of opinions on how best to serve the city of Tomball. I have enjoyed serving on this committee and hope that the mayor and city council will allow me to continue to serve.



## 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.)

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

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

**OFFICE USE ONLY**

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

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

\_\_\_\_\_  
Signature of Local Government Officer

**Please complete either option below:**

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is \_\_\_\_\_ and my date of birth is \_\_\_\_\_

My address is \_\_\_\_\_

(street)

(city)

(state)

(zip code)

(country)

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

(month)

(year)

\_\_\_\_\_  
Signature of Local Government Officer (Declarant)

- Form 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: 12 September 2022

Name: James D Engelke

Phone: \_\_\_\_\_

(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

(Work)

City/State/Zip Tomball TX 77375

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

I have lived in Tomball 12 years.

I am X am not \_\_\_ a U.S. Citizen

Occupation: Director, Enterprise Support & Implementation Services

Professional and/or Community Activities: Past President & Member, Tomball Rotary Club

Member, Greater Tomball Area Chamber of Commerce      President, Leadership North Houston Alumni Association Board

Member, Leadership North Houston Advisory Council

Additional Pertinent Information/References: PCED Certified (Professional Community & Economic Developer)  
Master of Public Service & Administration in Public Policy Analysis/Graduate Certificate Public Management from Bush School  
of Government & Public Service at Texas A&M University

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**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 am a proud citizen of Tomball and have always felt a strong desire to serve the community. Service has always been  
important to me from a young age. I am an Eagle Scout and have served as President of the Tomball Rotary Club  
where Service Above Self is our motto. From a standpoint of qualifications, I believe I am uniquely qualified to serve on the  
Tomball EDC Board because of my professional certification in economic development, my educational experience,  
and my affiliation with regional leadership development programs including Leadership North Houston.

---

**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

- (1) Tomball Economic Development Corporation
- (2) 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**

<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 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</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;"><u>James D Engelke</u> 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>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="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>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="text-align: center;"><input type="checkbox"/> Yes      <input checked="" 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 style="text-align: center;">N/A</p>	
<p><b>6</b> <input checked="" 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;"><u></u>      <u>12 Sep 2022</u> 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

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:

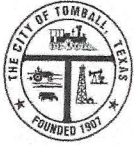
\*\*\*

- (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

\_\_\_\_\_  
12 September 2022

Date

\_\_\_\_\_  
James D Engelke

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 12 Sept 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

James D Engelke  
\_\_\_\_\_  
Printed Name of Applicant

12 Sept 2022  
\_\_\_\_\_  
Date:

## JAMES D (JIM) ENGELKE BIOGRAPHY

With regard to professional experience, community investment, and education, it is doubtful you will find many candidates for Tomball EDC Board as uniquely qualified as Jim Engelke.

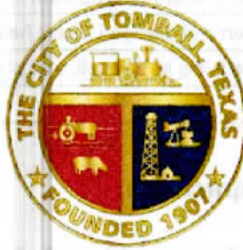
Jim holds a certification as a Professional Community & Economic Developer (PCED), recognized across the nation as a leading educational program for economic development professionals. On the Board, Jim's advanced knowledge in this area would be most advantageous.

He also has earned a Master's Degree in Public Policy Analysis and a Graduate Certificate in Public Management from the Bush School of Government & Public Service at Texas A&M University, certifying his advanced study of government processes (including budgeting and finance) and intelligent policy design as well as analysis of the effects of particular policy or prospective policy (forecasting, scoring, cost-benefit analysis, public impact, tax efficiency, etc). This translates to Jim having a high degree of understanding of the needs of the community and how economic development opportunities may affect Tomball.

Professionally, Jim has served in executive leadership roles for over 20 years, most of which in the private sector as a C-level corporate executive as well as 5 years as a CEO of his own company which he sold in 2019. He recently returned to private industry after almost six years with Lone Star College where he worked managing workforce development initiatives including internship programs and community leadership programs, both of which are economic development initiatives in a healthy community.

In service to Tomball, Jim has been in the Tomball Rotary Club since 2015 and served as President from 2018-2019 where he led community service and partnership efforts to create the first ever Big Show at the Depot. Jim has also served the Greater Tomball Area Chamber of Commerce as Committee Chair for the Mobility & Transportation Committee and has served on the Government & Legislative Affairs Committee as well.

He is also a graduate of Leadership Tomball ISD and Leadership North Houston and currently serves as President of the LNH Alumni Association Board as well as on the LNH Advisory Council. Over the past 12 years he has been in Tomball, he has also served on various non-profit Boards of Directors and on the Texas Railroad Heritage Museum Board.



## 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: Sharon V Frank

Phone: \_\_\_\_\_  
(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
(Work)

City/State/Zip Tomball, TX 77375

Cell: \_\_\_\_\_

Email \_\_\_\_\_

I have lived in Tomball 27 years.

I am  am not  a U.S. Citizen

Occupation: Director of Special Operations for Genesis Medical Diagnostics, PLLC, I work directly under the supervision of Dr. Ewan D Johnson. I research and present new/innovative ideas to help provide the healthcare that Texans and everyone Nationwide (through website) may not otherwise have. I assist in getting GMD through the first hurdle, so that we may provide the testing and care that is needed. I work directly with Dr. Johnson getting the steps in order to move forward and going live. I worked at Tomball Regional Internal Medicine Assoc, 2005-2019, I did medical billing, coding, appeals. I loved working there, I left due to \_\_\_\_\_ or I'm sure I'd still be there. Dr. Sinatora

Professional and/or Community Activities: I have lived in the area for over 45 years, starting in the Cypress area, moved to Tomball when \_\_\_\_\_. I am involved with the Rosehill Social Club (Familles Helping Familles). I help in plan our annual fundraiser every year. I help organize and collect donations for live auction, silent auction and bucket raffle, it is held at Tomball VFW. All proceeds stay in this area, that where our supporters are. In past years I been involved in many organizations throughout Tomball and Cypress area. Some of the most memorable are when \_\_\_\_\_ went to several local memory care facilities and help the residents plant a vegetable garden that they be tending, nothing like seeing a huge smile on someones face because you helped them plant a tomato plant. I love to help when I can.

Additional Pertinent Information/References: Working for GMD has been a eye opening journey. GMD opened up testing facilities in some of the most rural areas of Texas, when others where running from it, we were there testing hundreds of patients everyday, I'm not afraid to work hard for as long as it takes, If I am given a challenge I face it headon and get it done, but if I need help or have question I ask, I can be a team leader or a member of the team. I love living in Tomball, and plan on staying here, nothing would be more of an honor than to serve on Tomball City Council at any level.

**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 have lived three blocks off Main St. in Tomball since 1995, I have watch the changes over the years, some liked and others not liked. I like change and improvement, if I can be a part of that, what an honor it would be. The idea of people have the care that they deserve makes me want to work harder to make that happen. I have learned alot over the last few years and one thing is an illness can happen overnight, your life can be turned upside down in one breath. I want to be able to help install changes for the better in Tomball, what a privilage that would be.

**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.)

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Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation

Meeting Information

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

- Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

\*\*\*\*\*

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



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

Please return this application to:

City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[cso@tomballtx.gov](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)

**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><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p>1 Name of Local Government Officer</p> <p>not-applicable</p>	
<p>2 Office Held</p> <p>N/A</p>	
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p> <p>N/A</p>	
<p>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.</p>	
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>(attach additional forms as necessary)</p>	
<p>6 <b>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>_____ Signature of Local Government Officer</p>	

**Please complete either option below:**

**(1) Affidavit**

NOTARY STAMP/SEAL

Sworn to and subscribed before me by \_\_\_\_\_ this \_\_\_\_\_ 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 Stacy V. Frank and my date of birth is \_\_\_\_\_

My address is \_\_\_\_\_  
\_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

Executed at Harris County, State of TX on the 21 day of September, 2020

\_\_\_\_\_  
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:

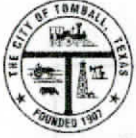
\*\*\*

- (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:

- a contract between the local governmental entity and vendor has been executed; or
- 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.

21 September 2022

Board Member's Signature

Date

Sharon V Frank

Board Member's Printed Name

Bio-

I am Sharon Frank, I moved to the Cypress area in 1972 and graduated from Cy-Fair High School in 1981. I work at Young Hair Salon, 1981-2006, I was a hairstylist and nail technician. I met

the rest is history. I enrolled in college the Spring of 2000 at North Harris County Community College (now Lone Star) I had always wanted to do managerial accounting. I spent four years working full-time and attending college full-time, I did it and graduated right after my 40<sup>th</sup> birthday, with an Accounting Degree. I worked for Tomball Regional Internal Medicine 2006-2019, left to be

I began working for Genesis Medical Diagnostics in November of 2021 as a medical claim's auditor. I have since taken the position as Director of Special Operations, with this encounter more challenges and obstacles every day, and I love it.

On the personal side, I love the time I spend with

Growing up we sat down to dinner every night together, and that was how it still is for us. We cherish those times because you never know what tomorrow will bring, today is what we have now.

**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 21 September 2022 (date).

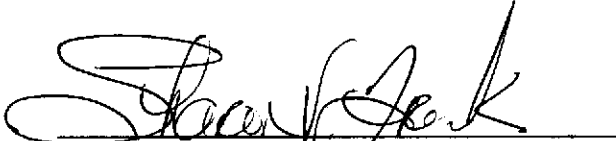
I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

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.

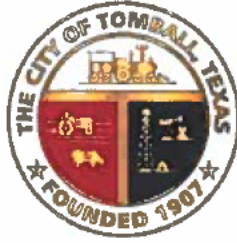
Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

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

  
\_\_\_\_\_  
Signature of Applicant for Appointment

Sharon V. Frank  
\_\_\_\_\_  
Printed Name of Applicant

21 September 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: 9/19/22

Name: Margarette Yacoubian

Phone: \_\_\_\_\_  
(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
(Work)

City/State/Zip Tomball, TX 77375

Cell: \_\_\_\_\_

Email: Margarette.Yacoubian@hcahealthcare.com

I have lived in Tomball 4 years.

I am  am not  a U.S. Citizen

Occupation: Chief Nursing Officer - HCA Houston Healthcare Tomball 12/18 - present  
Chief Nursing Officer - HCA Houston Healthcare North Cypress - Starting 10/22

Professional and/or Community Activities: Chamber of Commerce through HCA Houston Healthcare Tomball

Member of American Organization of Nurse Executives (AONE)

Member of American College of Healthcare Executives (ACHE)

Additional Pertinent Information/References: \_\_\_\_\_  
 Bruce Hillegeist  
 \_\_\_\_\_  
 Mark Stoll  
 \_\_\_\_\_  
 John Ford  
 \_\_\_\_\_  
 Rob Mamerstein  
 \_\_\_\_\_

**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 would like to be considered for the Tomball Regional Health Foundation. I have been in healthcare for 25 years. Within those 25 years, I have served as a nurse intern, registered nurse, nurse leader, and a nurse executive. Working for the largest healthcare company in America, I have a broad knowledge of the healthcare industry. I have also served the Tomball community for the last four years to help provide evidenced based care to our own community and the people of Tomball. My family and I live in Tomball and two of my children graduated from Tomball High School. I would like to be considered for this position because I have the knowledge and compassion for our Tomball community as I have successfully served our community the last four years during the most challenging times healthcare has ever seen.

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation

Meeting Information

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

- Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee  
 DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

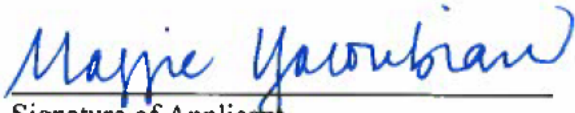
- Tomball Legacy Fund, Inc.  
 Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

\*\*\*\*\*

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



Signature of Applicant

*(Must be signed/signature typed in)*

Please return this application to:

City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[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)

*Maqqie Yacoubian Biography*

live in Tomball and have for the past 3 years and 10 months.

I work in the healthcare industry for 25 years. Over those 25 years I have served as a nurse intern, registered nurse, nursing leader, and a nurse executive. I currently am employed as Chief Nursing Officer of HCA Houston Healthcare Tomball. In October, I will be transitioning to HCA Houston Healthcare North Cypress as Chief Nursing Officer. I hold a Masters of Science in Nursing Leadership and Administration.

I'm a member of the American Organization of Nurse Executives and American College of Healthcare Executives.

I volunteer and have been part of the community from Tennessee.

my

**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 176.008(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 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.

none

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.

NA

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.

NA

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



my

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b> <small>(Instructions for completing and filing this form are provided on the next page.)</small>		<b>FORM CIS</b>
<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> Date Received _____	
<b>1 Name of Local Government Officer</b> <div style="text-align: center; font-size: 1.2em;">none</div>		
<b>2 Office Held</b> <div style="text-align: center; font-size: 1.2em;">n/a</div>		
<b>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b> <div style="text-align: center; font-size: 1.2em;">n/a</div>		
<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> <div style="text-align: center; font-size: 1.2em;">n/a</div>		
<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 _____	
(attach additional forms as necessary)		
<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.		
_____ Signature of Local Government Officer		
<b>Please complete either option below:</b>		
<b>(1) Affidavit</b>		
<div style="text-align: center; font-size: 1.5em;">n/a</div>		
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		
<b>(2) Unsworn Declaration</b>		
My name is _____ and my date of birth is _____		
My address is _____		
<div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>(street)</span> <span>(city)</span> <span>(state)</span> <span>(zip code)</span> <span>(country)</span> </div>		
Executed in _____ County, State of _____ on the _____ day of _____ 20_____.		
<div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>(month)</span> <span>(year)</span> </div>		
_____ 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.

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**(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.

*Maggie Yacoubian*

Board Member's Signature

*9/19/22*

Date

*Maggie Yacoubian*

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 9/19/22 (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.

Maggie Yacoubian  
Signature of Applicant for Appointment

Maggie Yacoubian  
Printed Name of Applicant

9/19/22  
Date:

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Confirm/Appoint/Reappoint Members to the Planning and Zoning Commission

**Background:**

The Planning and Zoning term for Richard Anderson expired June 1, 2022 and Councilman Dunagin's election created a vacancy, expiring June 1, 2023. Mr. Anderson has submitted a new application for his current position. Applications from the rest of the current board members have been received.

The city has received new applications from the following individuals who have expressed an interest in serving on the Board:

Paige Cassel  
Gregory Clutter  
Lisa Covington  
Matthew Harris  
Ted Mielke  
Scott Moore, Jr.  
Colleen Pye  
Jose Quilizapa

**Origination:** Mayor Klein Quinn

**Recommendation:**

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

**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

**PLANNING AND ZONING COMMISSION**  
**(3-year terms) This List Not for Distribution**  
**Please Do NOT release address or phone information**

Barbara Tague- Position 1 (Apptd. 2010/12/15/18/21)	Expires:	6/1/2024
Susan Harris - Position 2 (Apptd. 10/4/21to unexp. term)	Expires:	6/1/2023
VACANT - Position 3	Expires:	6/1/2024
Richard Anderson – Position 4 (Apptd. 2013/16/19)	Expires:	6/1/2022
Tana Ross – Position 5 (Apptd 2020)	Expires:	6/1/2023

COUNCIL LIAISON

Councilman Dunagin

Alternate: Councilman Ford

(Buildings Standards-as needed, Capital Improvement Plans Advisory-annually, & Impact Fee Advisory Committee-5 years)



## 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: Barbara Tague

Phone: n/a  
(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
(Work)

City/State/Zip Tomball, Texas 77375

Cell: \_\_\_\_\_

Email: 4tague@sbcglobal.net

I have lived in Tomball 49 years.

I am  am not  a U.S. Citizen

Occupation: I am retired. I have owned two businesses in Tomball. HADL Enterprises dba Red Awning Antiques located in downtown Tomball. Prior to that my business - Barbara A. Tague, Pet Stylist and Handler in Tomball Veterinary Clinic - 20 years.

Previously, I was an accountant and sales person. \_\_\_\_\_

moved to Tomball for the community, schools and the future that Tomball offered \_\_\_\_\_

graduated from TISD schools and Texas colleges. Tomball is the hometown with a heart. \_\_\_\_\_

Professional and/or Community Activities: See attached.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Pertinent Information/References:

Brandy Dejeu - VPOperation - Chamber of Commerce  
Dr. Ewan Johnson - Tomball Health care HCA - Board of Directors

**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.**

Since we moved to Tomball, I have dedicated myself to becoming a member of our community. As a resident of Tomball, I have worked to meet those who worked for the city and the residents. I feel that a community grows and develops when the residents and our elected officials, employees and visitors all learn to know each other as well as work together for everyone's benefit. I consider Tomball my home and an extension of ! I want to give back to Tomball and do what I can to benefit our residents and our city. we are invested in the community of Tomball. Let's work together.

**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

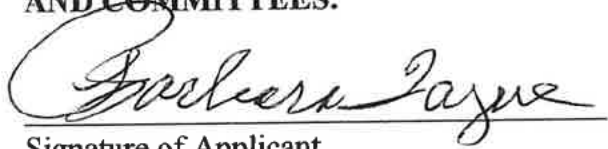
- Tomball Legacy Fund, Inc.
- Position 7, Tomball Legacy Fund, does not require Tomball residency

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

## FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

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

N/A

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

n/a

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

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**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.

<b>OFFICE USE ONLY</b>
Date Received _____

1 **Name of Local Government Officer**  
**Barbara Tague**

2 **Office Held**

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

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

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

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

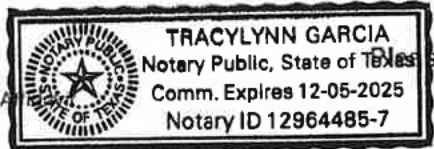
Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that 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.

*Barbara Tague*  
Signature of Local Government Officer



(1) **Please complete either option below:**

Sworn to and subscribed before me by Barbara Tague this the 9<sup>th</sup> day of September 2022, to certify which witness my hand and seal of office.

*Tracy Lynn Garcia* **TRACY LYNN GARCIA** Asst. City Secretary  
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

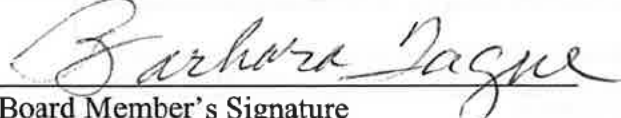
personal email address

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

9/23/2022  
Date

Barbara Tague  
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 9-20-2022 (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.

Barbara Tague

Signature of Applicant for Appointment

BARBARA TAGUE

Printed Name of Applicant

9-22-2022

Date:

These are some of the projects and classes that I have taken as part of my duty as a member of our community. In order to serve on the Planning and Zoning Commission or any other committee and organization, it is important to keep up to date in

The fields that I am working in. Everything that I have done is done on a volunteer basis. If you have any questions, I would be pleased to address them.

#### Professional Development Training Courses

- Attended **Texas Community Development Institute**, Lone Star College System - 3 year program plus 2 years of Advanced CDI (I have completed all the requirements for my PCED Example with the exception that I need to be a paid employee of the city to sit for the actual certification test.
- **Business Retention, Economic and Investment (BREI Certified )**
- **Community Emergency Response Team - Program Train the Trainer** - Harris County CERT Coordinator/Instructor
- **NIMS 100/200/700/800 & 300 Certified** -National Incident Management System training courses
- **TEEX MGT319** - Bioterrorism: Mass Prophylaxis Prepared-ness and Planning
- **Leadership North Houston, Class 11** - 2006 Alumni

#### Organizations

- **Planning and Zoning Commission** - member and chairman
- **Tomball Zoning Commission** - Vice chairman
- **Board of Adjustments** - member—alternate
- **Tomball Centennial Commission** - 2nd Vice president, Trademarked the logo for the Centennial.
- **Tomball CERT Coordinator /TFD** - Program Coordinator for Community Emergency Response Teams since 2006 until 2016/7
- **Tomball Local Emergency Planning Committee** -Sec/Treas.
- **Downtown Tomball Association** - President, charter member, Sec/trea, director
- **Great Northwest Houston Convention & Visitors Bureau** - President, Vice president, Secretary, Treasurer, founding member
- **Tomball Area Chamber of Commerce** - Govt & Legislative, Mobility & Transportation
- **249 Partnership** - Member of committee
- **TOMBALL REPUBLICAN WOMEN** - President and founder, est 2010
- **Greater Tomball Pachyderm Club** - Vice president, Secretary/treasurer 2019-2023
- **Harris County Republican Party CERTIFIED Precinct 529 Chairman** 2008–2024
- **National Federation of the Grand Order of Pachyderms, National Director** 2015– 2023

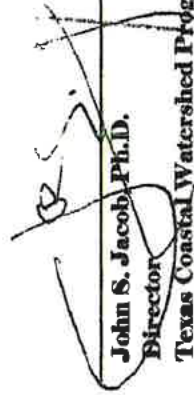
# Certificate of Completion



PRESENTED TO

***Barbara Tague***

**Texas Citizen Planner  
Training Program for Local and Elected Officials  
January 15, 2014**

  
**John S. Jacob, Ph.D.**  
Director  
Texas Coastal Watershed Program



TEXAS COASTAL WATERSHED  
PROGRAM



TEXAS A&M  
AGRI LIFE  
EXTENSION

  
**Steven Mikulencak, AICP**  
Coordinator  
Texas Citizen Planner Program



**Sea Grant**  
TEXAS  
UNIVERSITY OF TEXAS AT AUSTIN

# *Certificate Of Completion*



PRESENTED TO

***Barbara Tague***

---

## **Texas Citizen Planner**

Training Program for Local and Elected Officials

FOUNDATIONS COURSE

April 5, 2017



TEXAS COASTAL WATERSHED  
P R O G R A M



*Certified Harris County Republican Party Precinct Chair*

*This certificate is awarded to*

**Barbara Tague**

*for her completion of the HCRP Precinct Chair Certification Program*





# Community Emergency Response Team

*Barbara Tague*

has successfully completed the  
Federal Emergency Management Agency's  
*Community Emergency Response Team Training*

to become a member of the

President's Citizen Corps



*Robert Eckels*  
Robert Eckels, County Judge  
Harris County Citizen Corps

*Joyce Cugail*  
CEI/T Coordinator

*11/4/06*  
Date



*Presented to*

***Barbara Tague***

*For the successful completion of*

**Community Development Institute**



**Year II**

March 9, 2007

*Cathy Owen*

\_\_\_\_\_  
Cathy Owen, Director

North Harris Montgomery Community College District  
Texas Community Development Institute


Presented to

**Barbara Tague**

For the successful completion of

Community Development Institute  
Advanced

March 4 – 5, 2013

  
\_\_\_\_\_  
Kay Fitzsimons, Director  
Community Leadership Institute  
Lone Star College

**CDI**  
TEXAS  
COMMUNITY  
DEVELOPMENT  
INSTITUTE

Presented to

**Barbara Tague**

For the successful completion of

**Community Development Institute  
Advanced**

**March 2 – 3, 2015**



  
\_\_\_\_\_  
Kay Fitzsimons, Director  
LSC Community Leadership Institute

*Presented to*

**Barbara Tague**

For the successful completion of

**Community Development Institute  
Advanced  
March 2-3, 2016**



A handwritten signature in black ink, appearing to read "Kay Fitzsimons". The signature is written in a cursive style and is positioned above a horizontal line.

Kay Fitzsimons, Executive Director  
LSC Community Leadership & Engagement



## 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: 9/19/22

Name: Susan Harris

Phone: \_\_\_\_\_

(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

(Work)

City/State/Zip Tomball Tx 77575

Cell: \_\_\_\_\_

Email \_\_\_\_\_

I have lived in Tomball 10 years.

I am  am not \_\_\_ a U.S. Citizen

Occupation: RN

Nursing Administration

Professional and/or Community Activities: Board of Planning + Zoning

Board of Adjustments

Board member Pridgeman club

working with TISD + Limestone on the P-tech program

Additional Pertinent Information/References:

Barbara Tague  
Dr Ewan Johnson  
Diane Dunaway  
John Ford

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.

tomball is a place I wanted to move to because of the "family feel" in the community and all it's activities. I want to give back to a community that meant so much to so many people.

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**

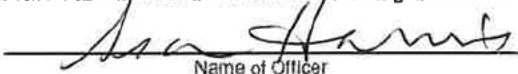
**FORM CIQ**

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 176.008(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 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.  
*HCA Tom Gil Hospital*

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 *Ann Harris* 190      *9/21/21*  
 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**

*Susan Harris*

2 **Office Held**

*Board member of Planning and Zoning*

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

*HCA Tambac Healthcare*

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.

*Susan Harris*  
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.

Alan Harris  
Board Member's Signature

2/19/22  
Date

Susan Harris  
Board Member's Printed Name

I have been employed at HCA Healthcare Tomball for 15 years in Nursing leadership.  
I have been a nurse since 1979  
I moved to Texas in 1980 and have lived in the Houston area the whole time.  
I believe my strength is mentoring staff to develop them to their fullest potential. I am involved in a program involving Lone Star College, TISD, and HCA Tomball.

Service to our community is important to me. I have been a Girl Scout leader and a Boy Scout leader, I was also involved with  
I was a member of the Board of Adjustments in Tomball, and now an active member of the Planning and Zoning Committee.  
I am on the board of the Greater Tomball Pachyderm Club.

Thank you,  
Susan

## 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 22, 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

Susan Harris  
Printed Name of Applicant

9/22/22  
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: 9/20/20

Name: Richard L. Anderson, Jr.

Phone: \_\_\_\_\_  
(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
(Work)

City/State/Zip Tomball, TX 77375

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

I have lived in Tomball 14 years.

I am  am not  a U.S. Citizen

Occupation: Retired Houston Police Officer

Professional and/or Community Activities: \_\_\_\_\_



Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach a short biography to this application.**

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

I served on the Charter Review Commission in 2013, and was impressed by the dedication, knowledge, and foresight of the board members. As soon as I was nominated for the Planning & Zoning Board, I jumped at the opportunity. Being a part of the review board and witnessing the growth of Tomball has been very rewarding. Thank you for the chance to be a part of this dynamic city government.

**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  
[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)



## 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.

Richard L. Anderson JR  
Board Member's Signature

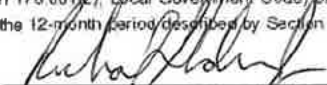
9-16-2022  
Date

Richard Anderson  
Board Member's Printed Name

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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><b>OFFICE USE ONLY</b></p> <p>Date Received _____</p>
<p><b>1 Name of Local Government Officer</b> Richard L. Anderson, Jr</p>	
<p><b>2 Office Held</b> Planning &amp; Zoning Board Member</p>	
<p><b>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b> N/A</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> N/A</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 <u>N/A</u> Description of Gift _____</p> <p>Date Gift Accepted <u>N/A</u> Description of Gift _____</p> <p>Date Gift Accepted <u>N/A</u> 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: center;"> 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 _____ 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 <u>Richard L. Anderson, Jr</u> and my date of birth is _____</p> <p>My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)</p> <p style="text-align: center;">Signature of Local Government Officer (Declarant)</p>	

**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.

**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.

N/A

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

## 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 9/20/2022 (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

R. CARLO L. ANDERSON JR  
Printed Name of Applicant

9-20-2022  
Date:

## **Richard L. Anderson, Jr.**

**Objective:** To serve as a board member on the Planning and Zoning Committee for the city of Tomball

### **Biography**

#### **Personal:**

#### **Professional:**

I retired from the Houston Police Department in November of 2017, after 33 years of service. I worked in several divisions during my tenure, including: Robbery Division, Gang Division, and Internal Affairs Division.

#### **Education:**

University of Houston  
Bachelor Business Administration – Finance 1996

Mountain State University  
Masters – Organizational Leadership 2006

#### **City of Tomball Committees:**

I served on the Charter Review Commission in August of 2013. This committee was informative and well run by the Commission Chairman Steven Vaughn. It was shortly after this that I was contacted and asked if I was interested in participating as a board member for the Planning and Zoning Committee. I have served on this committee with many different members all of whom have a wide variety of opinions on how best to serve the city of Tomball. I have enjoyed serving on this committee and hope that the mayor and city council will allow me to continue to serve.



**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 12, 2022

Name: Tana P. Ross

Phone: n/a  
(Home)

Address:

Phone: n/a  
(Work)

City/State/Zip Tomball, Texas 7375

Cell:

Email: tanaleahr@gmail.com

I have lived in Tomball 18 years.

I am  am not  a U.S. Citizen

Occupation: Retired. Former planner for City of Magnolia from 2016 to 2022. Former economic development coordinator for City of Magnolia from 2013 to 2016.

Professional and/or Community Activities: PCED - Professional Community and Economic Development certification since 2015. Volunteer on City of Tomball Board of Adjustment from 2009 to 2015. Serving on City of Tomball Planning and Zoning Commission since 2020. Completed Citizen Planner Course in 2017. Member Texas Chapter of the American Planning Association from 2017 to 2022.

Member Salem Lutheran Church. Former President of Country Meadows HOA, now serve on the HOA Architectural Control Committee.



Additional Pertinent Information/References: Have an in depth understanding of urban planning and the municipal processes.

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**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 greatly enjoy planning. I have been involved with the City of Tomball Planning since 2008, when I served on the city's citizen committee exploring zoning. I have a great respect for history and bring the history of the city to the table with each decision I make. I would very much like to continue serving the city that has been so good to me

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**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

- ( ) 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.**

*Tana Ross* /Tana Ross

**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**

n/a for Tana Ross

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 176.003(1)-(4) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

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

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(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>  <u>Tana Ross</u></p>	
<p><b>2 Office Held</b>  <u>Planning and Zoning Commissioner - City of Tomball</u></p>	
<p><b>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>  <u>n/a</u></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>  <u>n/a</u></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>  <u>n/a</u></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;"><i>(attach additional forms as necessary)</i></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 _____</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;"><b>OR</b></p> <p><b>(2) Unsworn Declaration</b></p> <p>My name is <u>Tana Ross</u> and my date of birth is _____</p> <p>My address is <u>Tomball Texas 77375</u></p> <p style="text-align: center;">(street) (city) (state) (zip code) (country)</p> <p>Executed in <u>Harris</u> County, State of <u>Texas</u> on the <u>12th</u> day of <u>September</u>, <u>22</u></p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: center;"><u>Tana Ross</u></p> <p style="text-align: center;">Signature of Local Government Officer (Declarant)</p>	

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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



## Board Member Election on Disclosure

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

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

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

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

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

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

home address

home telephone number

personal email address

cell or pager numbers not paid for by the City

emergency contact information

information that reveals whether I have family members.

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

Tana Ross  
Board Member's Signature

September 12, 2022  
Date

Type te

Tana Ross  
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 13, 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.

*Tana Ross*

\_\_\_\_\_  
Signature of Applicant for Appointment

Tana Ross

\_\_\_\_\_  
Printed Name of Applicant

September 13, 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: 9/12/2022

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 \_\_\_\_\_

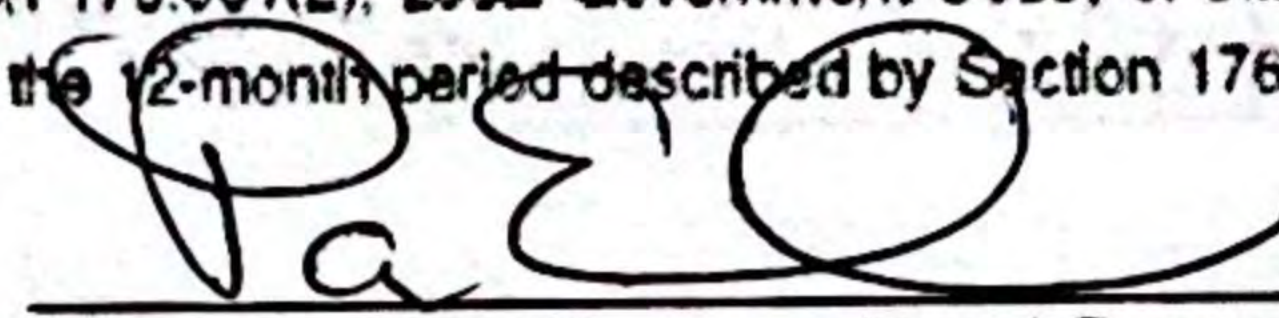
Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

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



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

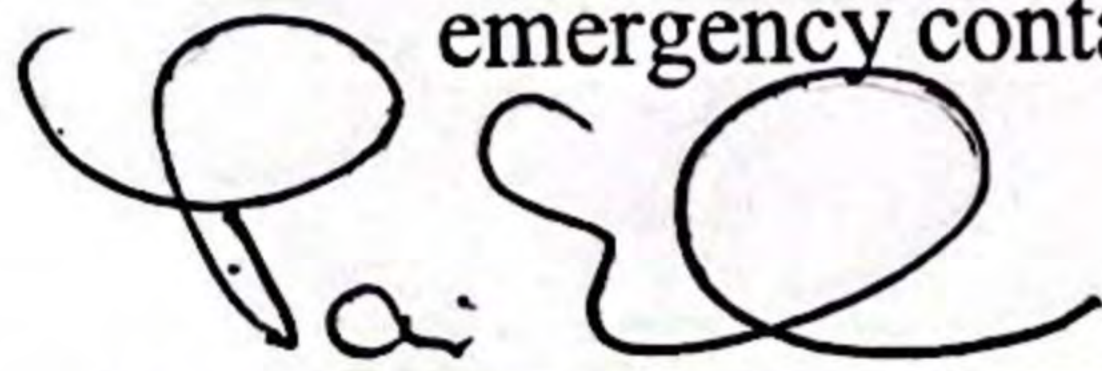
personal email address

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:

Name: Greg Clotter

Address: \_\_\_\_\_

City/State/Zip Tomball, TX 77375

Email: Clotter4412@gmail.com

Date: 09/13/2022

Phone: \_\_\_\_\_

Phone: (713) 358-0352 (Home)

Cell: \_\_\_\_\_ (Work)

I have lived in Tomball 1 years.

I am  am not  a U.S. Citizen

Occupation: Vice President of Land Development for Meritage Homes

Professional and/or Community Activities: Member of West Houston Association, Volunteer for Saint Anne's Catholic Church and school Dad's Club, Member at Augusta Pines Golf Club

Additional Pertinent Information/References: Have worked closely with city staff on multiple projects. My education and experience (B.S. Civil Engineering, Professional Engineer license, and 10+ years land development design and project management) allows me to make educated and well thought out decisions that affect the future of the City of Tomball

**Please attach a short biography to this application.**

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

I believe residents enjoy living in the City of Tomball. Proper city planning can help keep that sentiment. Pedestrian trails, streetscape, appropriate mix of residential and commercial development, and vehicular networks all provide an opportunity to enhance aesthetics. I would like to serve on P+Z and provide opinions on how the City can be a desirable destination for residents and businesses alike.

**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.**

**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 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.

**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

09/13/2022

Date

Greg Clutter

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 09/13/2022 (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

Greg Clutter  
\_\_\_\_\_  
Printed Name of Applicant

09/13/2022  
\_\_\_\_\_  
Date:

## Greg Clutter – Bio

I grew up in the suburbs of St. Louis, Missouri and graduated from University of Missouri - Columbia in December 2010 with a bachelor's of science degree in Civil Engineering. I started my career as a lead field engineer assigned to investigate foundation integrity on radio/cell towers across the country. I worked for 3 years with the engineering firm in St. Louis before accepting a job with Jones & Carter and moving to Houston. I worked 7 years for Jones|Carter and HR Green designing and managing land development projects. During that time I obtained my Professional Engineering license. In 2019, I accepted a job as Director of Land Development with Meritage Homes and recently was promoted to Vice President of Land Development.

I have a wife, Kelsey, and two children, (5) and (3). We are members of the St. Anne's Catholic Church and attends school at St. Anne's. I enjoy playing golf in my free time which I have made into a family outing. Kelsey and both enjoy golfing and hope does as well in the future. We are a family of Green Bay Packer fanatics and "Owners".

We moved to Tomball in the summer of 2021 and feel it was the best choice we have made. The City is wonderful for families, especially the events downtown."

Greg Clutter, PE – Vice President of Land Development



## 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>	<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;">_____</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

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: 9/19/2022

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  
[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)

**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, 82nd 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 176.003(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. (See Section 176.005(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>	<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>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="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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="text-align: center;"><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;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ 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.

---

**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 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 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.





## 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.

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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

  
Date

  
Board Member's Printed Name

## Appendix D

### Acknowledgment of Receipt and Understanding

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

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

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

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

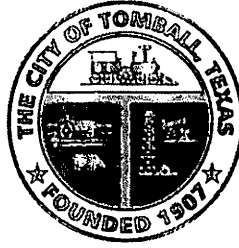
Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

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

  
\_\_\_\_\_  
Signature of Applicant for Appointment

  
\_\_\_\_\_  
Printed Name of Applicant

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



**CITY OF TOMBALL**

**APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES**

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

Please Type or Print Clearly:

Name: Colleen Rye

Address: 207 Florence St

City/State/Zip Tomball, TX 77375

Email: info@colleenrye.com

Date: 9/9/2022

Phone: 281-932-2784  
(Home)

Phone: \_\_\_\_\_  
(Work)

Cell: 281-932-2784

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

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

3

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.

1

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

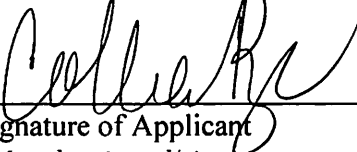
Meeting Information

As called

2

\*\*\*\*\*

**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.

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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.

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.

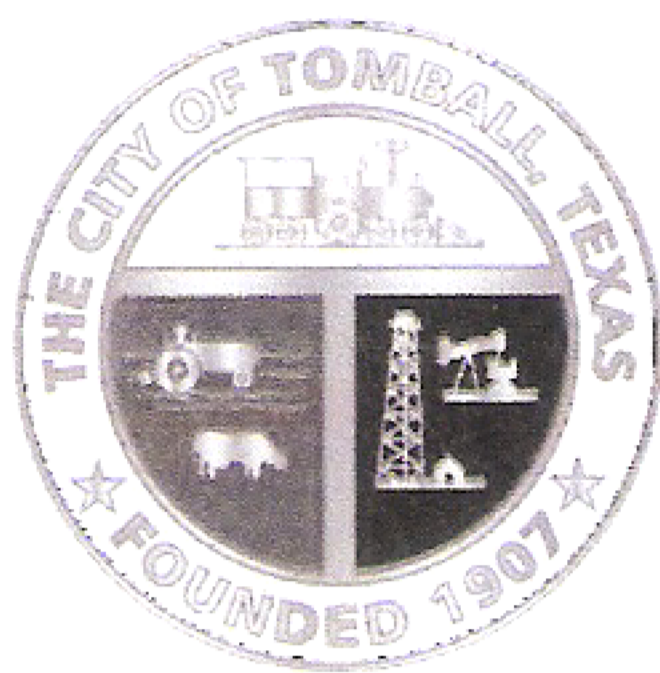
Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

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

  
\_\_\_\_\_  
Signature of Applicant for Appointment

Colleen Rye  
\_\_\_\_\_  
Printed Name of Applicant

9/9/2022  
\_\_\_\_\_  
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: September 21, 2020

Name: Jose (Joe) Quilizapa

Phone: \_\_\_\_\_  
(Home)

Address: 702 Hicks Street

Phone: \_\_\_\_\_  
(Work)

City/State/Zip Tomball

Cell: 210-669-9881

Email: quilizapa@att.net

I have lived in Tomball 8 years.

I am  am not  a U.S. Citizen

Occupation: Retired on July-31-2020. I am an FAA license  
Airframe & Power Plant Technician. Worked for Conti-  
nental Airlines & United for 37 years in various  
positions in maintenance technical operations.

Professional and/or Community Activities: My last professional position was  
International Regional Manager, in charge of on-call  
aircraft maintenance and contracts, and acquisition of new  
vendors in my area. Activities I was in the Continental  
Airlines cycling team. Also volunteer as an usher at the 2017  
Super Bowl at NRG Stadium, love to play Basketball, Soccer,  
Racketball and swim are some of the activities I currently do.

Additional Pertinent Information/References: Lore Campanera, owner of Premier TRANSMISSION in DOWNTOWN TOMBALL main street/JAMES.  
Cindy Phillips, owner of Cleaning SOLUTIONS on HERS STREET.  
AND Jeff Norem, Retired Professor from Lone Star College.

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 AM INTERESTED IN THE FUTURE DEVELOPMENT OF TOMBALL, SO THAT IT RETAINS ITS SMALL TOWN CHARM, WHILE GROWTH IS GOOD. RECENT DEVELOPMENT OF THE TOMBALL AREA HAS BECOME A CAUSE FOR CONCERN, WHICH BRINGS ME TO MY INTEREST TO VOLUNTEER TO THE PLANNING AND ZONING COMMISSION IN OUR CITY.

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

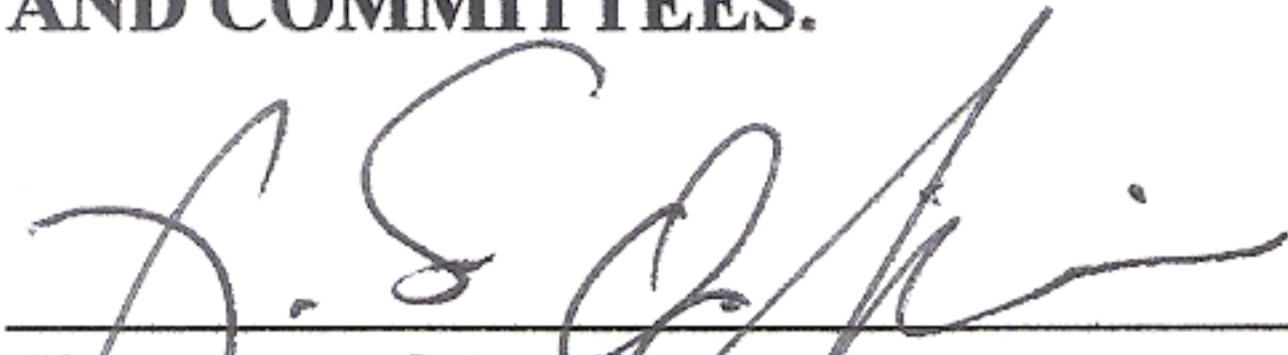
- Tomball Legacy Fund, Inc.
- Position 7, Tomball Legacy Fund, does not require Tomball residency

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.  
Joe S. Quilizapa

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.  
Joe S. Quilizapa  
Name of Officer

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income other than investment income, from the vendor?  
 Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?  
 Yes  No

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

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

7 [Signature] Sept/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.

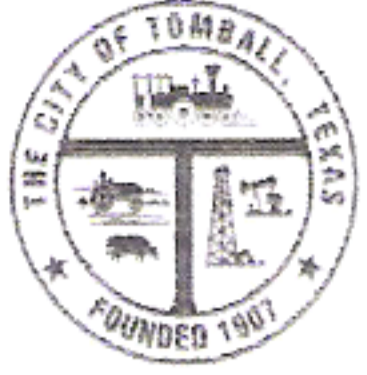
(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

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

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

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

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

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

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

home address

home telephone number

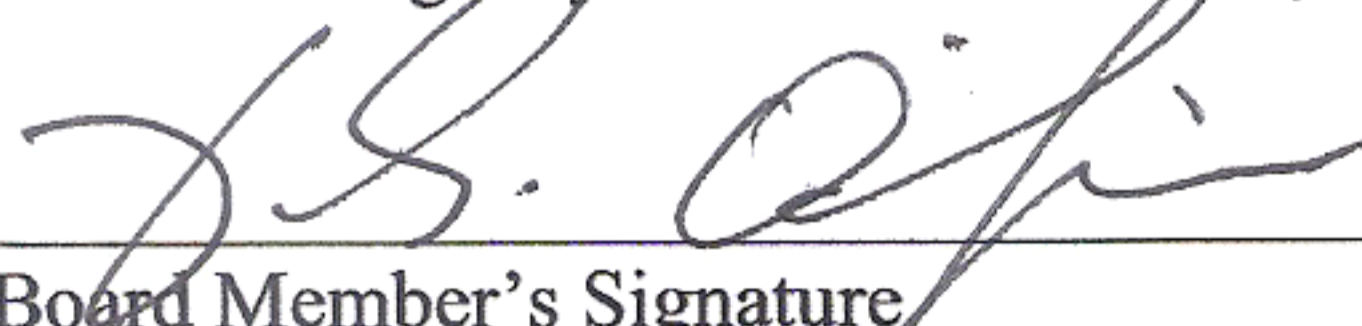
personal email address

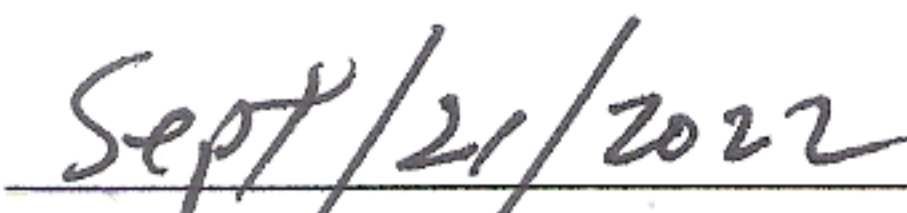
cell or pager numbers not paid for by the City

emergency contact information

information that reveals whether I have family members.

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

  
Board Member's Signature

  
Date

  
Board Member's Printed Name

**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/21/2022 (date).

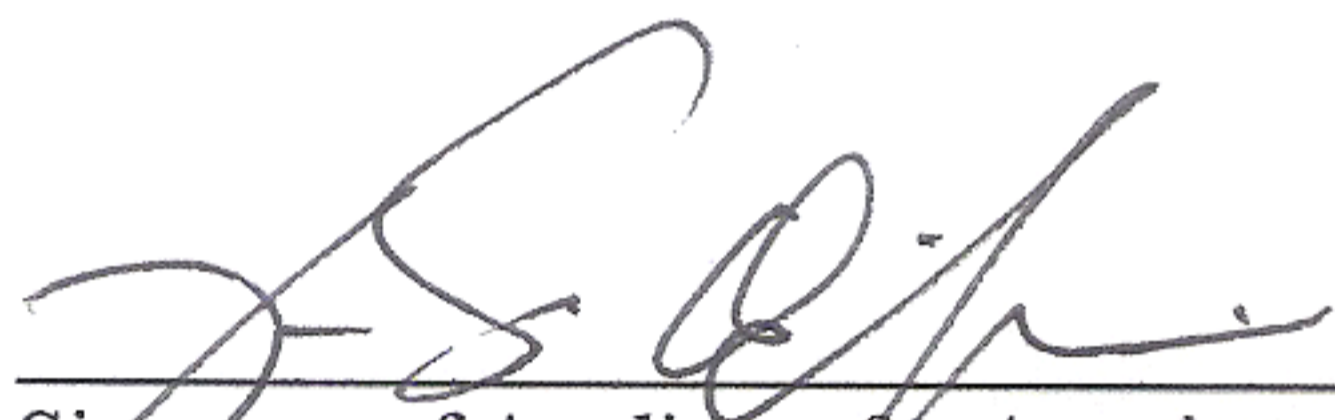
I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

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.

  
\_\_\_\_\_  
Signature of Applicant for Appointment

Joe S. Quilizepa  
\_\_\_\_\_  
Printed Name of Applicant

SEPT/21/2022  
\_\_\_\_\_  
Date:

## Bio - Jose (Joe) S. Quilizapa

I was born in Coatepeque, El Salvador on March 14, 1958 and immigrated to the United States (Los Angeles, CA) on November 14, 1967. I grew up in Huntington Park, California and attended Huntington Park High School. I played football, basketball, and ran track and graduated in 1977.

I was enlisted in the army from 1977 to 1982 and worked in aviation maintenance and as an aviator in Schofield Barracks, 25th Infantry Division in Honolulu, Hawaii. While in Hawaii, I graduated from Embry-Riddle Aeronautical University with a B.S. degree in Aviation Management. From 1982 to 1987, I worked for Northrop/Grumman on F-18 Hornets and held top clearance to work on B-2 Bombers, specializing in egress systems and Environmental Control Systems (ECS).

In 1983, I joined Continental Airlines at Los Angeles International Airport (LAX) and relocated to Honolulu, Hawaii as a technician. In 1994, I moved to the Houston, TX Continental headquarters as a Tech Support Manager. Starting in 2004, I headed the maintenance operations department at the San Antonio Airport for 11 years, and was promoted to Senior International Manager of the Latin America and Caribbean region. In 2014, I was brought back to Houston International Airport to spearhead the Boeing 787 Program until I retired on July 31, 2020.

I have two children, Timothy, 40, and Jacob, 23, from my first marriage, and a daughter, Ava, who is a senior at Tomball High school, with my wife, Missy. I also have three grandchildren:           16, a student at Tomball High School;           8, who attends Tomball Elementary School; and           who is 2-years-old.

In 2014, I first bought a house in Tomball at 25820 Navajo Place Drive, right next to Burroughs Park. Because I have always wanted to live closer to town, I sold the house and built a new house at 702 Hicks St. and love it. I have also invested in other property in the immediate Tomball area.

At this time in my retired life, I would like to give back to the community that I have become so fond of and serve in any way that I can to help maintain Tomball's character and charm.

## Bio - Jose (Joe) S. Quilizapa

I was born in Coatepeque, El Salvador on March 14, 1958 and immigrated to the United States (Los Angeles, CA) on November 14, 1967. I grew up in Huntington Park, California and attended Huntington Park High School. I played football, basketball, and ran track and graduated in 1977.

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At this time in my retired life, I would like to give back to the community that I have become so fond of and serve in any way that I can to help maintain Tomball's character and charm.

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Confirm/Appoint/Reappoint Members to the Tomball Economic Development Corporation Board of Directors

**Background:**

The Tomball Economic Development Corporation Board terms for Richard Bruce, Bill Sumner, Clete Jaeger, and Randy Parr expired May 31, 2022, and are due for appointment/reappointment. Messrs. Bruce, Sumner, and Jaeger have indicated a desire to continue serving on the TEDC Board. Councilman Parr is requesting a replacement be appointed for his position.

Applications from the rest of the current board members have been received.

The city has received new applications from the following individuals who have expressed an interest in serving on the Board:

- Richard Anderson
- Paige Cassel
- Lisa Covington
- James Engelke
- Ted Mielke
- Scott Moore, Jr.
- Colleen Pye.

**Origination:** Mayor Klein Quinn

**Recommendation:**

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

**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

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**  
**2-Year Terms**

**Clete Jaeger**

Expires: 5/31/22  
(Apptd 1/2020)

**Gretchen Fagan,\* President**

Expires 5/31/23  
(Apptd 2005/07/09/11/13/15/17/19/21)

**Bill Sumner Jr.\* Secretary**

Expires: 5/31/22  
(Apptd 2010/12/14/16/18/20)

**Steven L. Vaughan**

Expires: 5/31/23  
(Apptd 2003-1 yr; 2007; 2013; 2017/19/21)

**Chad Degges**

Expires: 5/31/23  
(Apptd 6/2012 to unexpired term;  
2013/15/17/19/21)

**Richard Bruce\* Treasurer**

Expires: 5/31/22  
(Apptd 2010/12/14/1/18/20)

**Vacant**

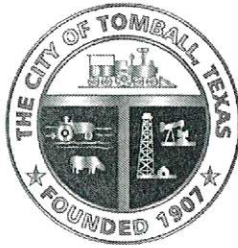
Expires: 5/31/22

**COUNCIL LIAISON**

Councilman Stoll

Alternate: Councilman Ford





## 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: 9/22/22

Name: CLETE JAEGER

Phone: N/A

Address: 31402 HELEN LANE

Phone: 281-356-1290 (Home)

City/State/Zip TOMBALL, TX 77375

Cell: 281-705-9660 (Work)

Email: clete.j@turn-tech.com

I have lived in Tomball 12 years.

I am  am not  a U.S. Citizen

Occupation: ENGINEER, OWNER TURN-TECH

Professional and/or Community Activities: TEDC BOARD MEMBER  
SINCE 2020

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 AM PASSIONATE ABOUT THE GROWTH AND WELFARE OF OUR GREAT HOMETOWN OF TOMBALL. I LIVE IN THE CITY AND STAY IN THE CITY AT EVERY MOMENT POSSIBLE. I WANT TO REMAIN ON THE BOARD TO CONTINUE WHAT WE ARE WORKING ON. I WANT TO SEE THIS GREAT CITY THRIVE IN EVERY FACET.

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)



## 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.

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

home address

home telephone number

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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

CLETE JAEGER

Board Member's Printed Name



## CITY OF TOMBALL

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Name: Gretchen B Fagan

Address: 1314 Pine Brook

City/State/Zip Tomball, TX 77375

Email: gretchen@gretcheninsure.com

Date: 9/20/20

Phone: \_\_\_\_\_  
(Home)

Phone: n/a

Cell: 281-330-7828  
(Work)

I have lived in Tomball 21 years.

I am  am not  a U.S. Citizen

Occupation: Owner of Gretchen & Michael Fagan Insurance Agency on Main Street in Tomball.  
Owennr of 403 EATS...Tomball's Food Truck Park in Tomball  
\_\_\_\_\_  
\_\_\_\_\_

Professional and/or Community Activities: Served on Tomball City Council from May 2004 until May 2007.  
Served as Mayor for the City of Tomball from May 2007 until May 2022.  
Past member of the Tomball Rotary Club, having served as President.  
Current President Tomball Economic Development Corporation.  
Founder of Walk Tomball, Shop Tomball and Future Tomball. Graduate of Leadership Texas and the local Leadership North Houston.  
Former member of the Tomball Pachyderm Club. NWEMS Board member and president.

Additional Pertinent Information/References: \_\_\_\_\_

Strong supporter of TEAM, Boots for Troops, Lion's Club and Families Feeding Families

Created the Tomball Kid's Club to ensure our children were receiving meals during the summer months.

**Please attach a short biography to this application.**

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

I believe my back ground has proven to be successful. With 20 years of service to our community, I love this town and want to see it prosper. Remaining on the TEDC Board will provide continuity during these times of unprecedented growth.

We are working on some exciting projects and I will continue to move them forward.

The Tomball Business and Technology Park has attracted numerous businesses, created jobs and increased sales tax and property tax bases in our community.

Our work with Harris County has moved road and park projects forward leveraging our tax dollars.

**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.**

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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  
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401 Market Street  
Tomball, TX 77375  
[cso@tomballtx.gov](mailto:cso@tomballtx.gov)  
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Attachments: Conflict of Interest Questionnaire  
Conflict of Interest Statement  
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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 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

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

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

Gretchen B Fagan  
Name of Officer

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

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

Yes  No

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

Yes  No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

Date



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

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

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(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:

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(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:

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

**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

Gretchen B Fagan

2 Office Held

President Tomball Economic Development Corporation

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

N/A

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

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

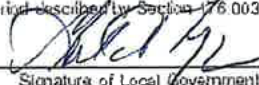
Date Gift Accepted N/A Description of Gift N/A

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

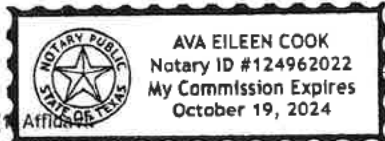
Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(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:

NOTARY STAMP / SEAL

Sworn to and subscribed before me by Gretchen Fagan this the 20<sup>th</sup> day of September

20 22 to certify which, witness my hand and seal of office.

Ava E. Cook Ava E. Cook

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

N/A 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

9/20/2022

Date

Gretchen B Fagan

Board Member's Printed Name

Graduated from Anderson High School in Austin and received BBA in marketing at Texas State University in San Marcos, there I was president of Pan-Hellenic and a Student Senator.

I began my professional career with Farmers Insurance in Texas as an underwriter in 1986. I held positions of regional marketing manager, Austin; Division Agency Manager, San Antonio; Division Marketing Manager, Houston; District Manager, Houston; and with my husband Michael, opened our own Agency in Tomball, in 2002.

Professional designations include CPCU, LUTCF and GCA. I have Property and Casualty, Life and Health licenses, as well as Series 6 and 63.

Community activities include: Committee Texas Women's Hall of Fame, graduate of Leadership Texas, graduate Leadership North Houston. I've served on a MUD Board, NWEMS board officer, Tomball Centennial Committee, President of Tomball Rotary Club, Pachyderm Club and Founding officer of Tomball Business Association...Shop Tomball! Founder of Walk Tomball! and Future Tomball! Current President of the Tomball Economic Development Corporation.

Elected to the Tomball City Council in 2004 and chosen by the other council members to be Mayor Pro-tem in 2005 and 2006. Elected Mayor of Tomball in May of 2007 and served until May 2022.

## 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 9/20/22 (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.



\_\_\_\_\_  
Signature of Applicant for Appointment

Gretchen Fagan

\_\_\_\_\_  
Printed Name of Applicant

9/20/22

\_\_\_\_\_  
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: William Sumner

Phone: \_\_\_\_\_  
(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
(Work)

City/State/Zip TOMBALL TX 77375 Cell: \_\_\_\_\_

Email: \_\_\_\_\_

I have lived in Tomball 37 years.

I am  am not  a U.S. Citizen

Occupation: RETIRED from HOUSTON Poly BAG

Professional and/or Community Activities: TEDC BOARD  
MOBILITY TRANSPORTATION 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.

AS PART OF MY CIVIC DUTY I  
HAVE SERVED ON TEDC BOARD FOR THE  
LAST 10-12 YEARS.

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation

Meeting Information

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

- Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

\*\*\*\*\*



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

*W. E. Sumner, Jr.*

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.

**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.

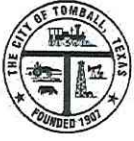
**Local Government Code § 176.003(a)(2)(A):**

- (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.

W. E. Sumner, Jr.  
Board Member's Signature

9-12-2022  
Date

William E. Sumner, Jr.  
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 9-12-2022 (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.

W. E. Sumner Jr.  
Signature of Applicant for Appointment

WILLIAM E. SUMNER, JR  
Printed Name of Applicant

9-12-2022  
Date:

## Biography of William E. Sumner

My father was in the Army so I am a proud Army brat. We moved every 2-3 years and I have lived in France, Maryland, Virginia, California, Ohio, and Kentucky. As a child growing up I was able to see much of Europe as well as much of America.

I received my BBA from Eastern Kentucky University in 1973 and my Masters Business degree from University of Louisville in 1975. I worked full for Bristol Myers's Company while I was pursuing my Masters.

I have had some kind of employment since I was 10 years old as a sergeants pay does not go very far. I delivered papers, worked in a bowling alley, mowed lawns, maintained baseball fields for little league, was a janitor, aide to the sergeant major for ROTC, worked in a book store, worked in a 7-11 night shift, and put up hay one summer. This has given me a diverse picture of American workers and shaped my fiscal responsibility.

In 1979 with my partners I started Houston Poly Bag to manufacture plastic bags and sheeting for the industrial market. We moved HPB to Tomball in 1985. Since our move HPB has been a champion for the children of Tomball. Most of our philanthropy goes for the Kids in Tomball.

My work with the TEDC over the last 12 years or so has been rewarding. I am proud of what the EDC has accomplished for the city. I feel it is my civic duty to give back to the citizens of Tomball.

Best Regards,

Bill Sumner





## 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: 9/15/2022

Name: Steven L. Vaughan

Phone: \_\_\_\_\_

(Home)

Phone: same

(Work)

City/State/Zip Tomball, Tex 77375

Cell: Same

Email: \_\_\_\_\_

I have lived in Tomball 31 years.

I am X am not \_\_\_ a U.S. Citizen

Occupation: Commercial Lender, Simmons Bank

Professional and/or Community Activities: Tomball Rotary Club, Board Member Tomball Economic Development Corp, Tomball Chamber of Commerce, Texas Bankers Association

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 like to follow the motto of "Service above Self"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.**

*Steven Vaughan*

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 176.006, 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.  
Simmons Bank

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.  
Steven L. Vaughan  
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.

City has a deposit and loan relationship Simmons Bank

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.  
Deposit account and loan

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 Steven Vaughan  
Signature of vendor doing business with the governmental entity

Sept 16, 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.

# 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

None

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):**

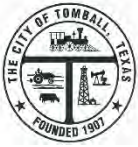
- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (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.



## 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.

*Steven Vaughan*  
\_\_\_\_\_  
Board Member's Signature

9/16/2022  
\_\_\_\_\_  
Date

Steven L. Vaughan  
\_\_\_\_\_  
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 Sept 15th 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.

*Steven Vaughan*

\_\_\_\_\_  
Signature of Applicant for Appointment

Steven Vaughan

\_\_\_\_\_  
Printed Name of Applicant

9/16/2022

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

## Steven Vaughan Bio

Moved to Angleton, Tx in 1956

Grew up in Angleton and graduated from Angleton High School in 1968. Attended Texas A&M and graduated from there in 1972. Served in U.S. Army as an Armor Officer until 1975. Joined First National Bank of Angleton as a lender from 8/1/1975 until 1984 when I started Coastal National Bank in Angleton. Moved to Tomball in 1984 to take over Tomball National Bank until its sale to Allied Bank. Started a new Bank in Tomball and named it Texas National Bank which we sold in 2006. Currently employed by Simmons Bank as a lender.



## 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: Chad Degges

Phone: \_\_\_\_\_

(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

(Work)

City/State/Zip: Tomball, TX 77377

Cell: 713-828-333

Email: cdegges@htstx.com

I have lived in Tomball 15 years.

I am  am not  a U.S. Citizen

Occupation: Engineer

Professional and/or Community Activities: Former Tomball City Councilman Ros 3, Current TEDC Board Member

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 have enjoyed serving the Tomball Community over the years on City Council, TEDC, TLL coach, Salem Troop 113 volunteer.  
I believe the boards benefit from volunteers who bring a wide variety of life experiences. Mine include being a small business owner  
and I have some experience in land development and commercial property development along with those experiences gained on City Council

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.

*Chad Dugg*

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)



## 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

9/23/22  
Date

Chad Degges  
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 9/20/22 (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.

Chad Degges  
Signature of Applicant for Appointment

Chad Degges  
Printed Name of Applicant ✓

9/23/22  
Date:



## CITY OF TOMBALL

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type or Print Clearly:

Date: 9/9/2022

Name: Dea R Bruce

Phone: \_\_\_\_\_ (Home)

Address: \_\_\_\_\_

Phone: — (Work)

City/State/Zip Tomball

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

I have lived in Tomball 17 years.

I am  am not  a U.S. Citizen

Occupation: Retired

Professional and/or Community Activities: T F D C Board teach Bible classes, past president of HOA



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 have served on The TEDC board for 7 or 8 years and would like to continue. We have served the Tomball Community by supporting local and bringing in New business to Tomball. Set up The Tomball ~~and~~ Business and Technology Park*

**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.**

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Decision-Making Boards and Commissions

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- 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

\*\*\*\*\*

# 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

Dea Richard Bruce

2 Office Held

Board TE DC

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)

**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.

**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. 29, 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 176.008(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>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received _____</p>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p style="text-align: center; font-size: 1.2em;"><i>None</i></p>	
<p><b>2</b> <input checked="" type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>	
<p><b>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.</b></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 checked="" 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 checked="" type="checkbox"/> No         </p>	
<p><b>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.</b></p>	
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>	
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; font-size: 0.8em;">Date</p>	

\*\*\*\*\*

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

*Dea R Bruce*

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)



## 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.

Dea R Bruce  
Board Member's Signature

9/9/2022  
Date

Dea R Bruce  
Board Member's Printed Name

## 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.

## 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 9/13/2022 (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.

Dea R Bruce

Signature of Applicant for Appointment

Dea R Bruce

Printed Name of Applicant

9/13/2022  
Date:



**Graduated High School:**

Godley High School, Godley Texas, 1956

**College:**

Graduated Texas College of Arts and Industry, Bachelor's Degree 1961, Master's Degree 1963

**Education:**

I grew up in Godley, Texas, attended school from grade 1 through grade 12. In addition to graduating from Texas A & I University, over the years I attended Arlington State College, Del Mar College, Texas Christian University, and the University of Houston.

**Work Experience:**

While attending Texas A & I University I worked part time as the assistant manager of a retail store named Irby's 5 and 10 in Kingsville, Texas. After graduating in 1961 I taught 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> grades at Riviera, Texas for two years before moving to Spring Branch ISD in Houston where I taught fifth grade for two and a half years at Pine Shadows Elementary before coming Principal there. I served as principal for six years before transfer to Thornwood Elementary to open a new school. After six years at Thornwood, I was chosen to open Memorial Parkway Elementary in the Katy school district and three years later another new elementary named Nottingham Country Elementary. In 1983 the school board selected me to be Director of Personnel in Katy. Later I became the Director of Basic Skills, which later became the Directory of Compensatory Education. While in that position I developed a spreadsheet to assure that state compensatory funds were used to fund additional teacher units for campuses with a high percentage of low performing students. I organized the first federal programs (Title I and Title II) in Katy ISD and developed a spreadsheet to calculate the funds available to the campuses with the greatest number of low-income students. After attending a Texas, A & M conference I developed the Katy ISD Community Education program which provided greater use of the school facilities for the community. The superintendent gave me the responsibility to reorganize the summer school program for the school district. For the first time we included high school, junior high and elementary programs.

I retired from the Katy ISD in 2002 after 42 years in education and in 2004 made the decision to move to Tomball

Since moving to Tomball, I have served on the TEDC Board since 2010.



## 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: 9/20/20

Name: Richard L. Anderson, Jr.

Phone: \_\_\_\_\_  
(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
(Work)

City/State/Zip Tomball, TX 77375

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

I have lived in Tomball 14 years.

I am  am not  a U.S. Citizen

Occupation: Retired Houston Police Officer

Professional and/or Community Activities: \_\_\_\_\_

Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach a short biography to this application.**

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

I served on the Charter Review Commission in 2013, and was impressed by the dedication, knowledge, and foresight of the board members. As soon as I was nominated for the Planning & Zoning Board, I jumped at the opportunity. Being a part of the review board and witnessing the growth of Tomball has been very rewarding. Thank you for the chance to be a part of this dynamic city government.

**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  
[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)



## 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.

Richard L. Anderson JR  
Board Member's Signature

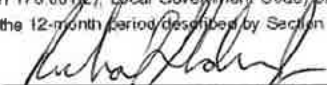
9-16-2022  
Date

Richard Anderson  
Board Member's Printed Name

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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> Richard L. Anderson, Jr</p>	
<p><b>2 Office Held</b> Planning &amp; Zoning Board Member</p>	
<p><b>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b> N/A</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> N/A</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 <u>N/A</u> Description of Gift _____</p> <p>Date Gift Accepted <u>N/A</u> Description of Gift _____</p> <p>Date Gift Accepted <u>N/A</u> 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: center;"> 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 _____ 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>Richard L. Anderson, Jr</u> and my date of birth is _____</p> <p>My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)</p> <p style="text-align: center;">_____ Signature of Local Government Officer (Declarant)</p>	

**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.

**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.

N/A

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

## 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 9/20/2022 (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

R. CARLO L. ANDERSON JR  
Printed Name of Applicant

9-20-2022  
Date:



## **Richard L. Anderson, Jr.**

**Objective:** To serve as a board member on the Planning and Zoning Committee for the city of Tomball

### **Biography**

#### **Personal:**

#### **Professional:**

I retired from the Houston Police Department in November of 2017, after 33 years of service. I worked in several divisions during my tenure, including: Robbery Division, Gang Division, and Internal Affairs Division.

#### **Education:**

University of Houston  
Bachelor Business Administration – Finance 1996

Mountain State University  
Masters – Organizational Leadership 2006

#### **City of Tomball Committees:**

I served on the Charter Review Commission in August of 2013. This committee was informative and well run by the Commission Chairman Steven Vaughn. It was shortly after this that I was contacted and asked if I was interested in participating as a board member for the Planning and Zoning Committee. I have served on this committee with many different members all of whom have a wide variety of opinions on how best to serve the city of Tomball. I have enjoyed serving on this committee and hope that the mayor and city council will allow me to continue to serve.



## 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



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.





## 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

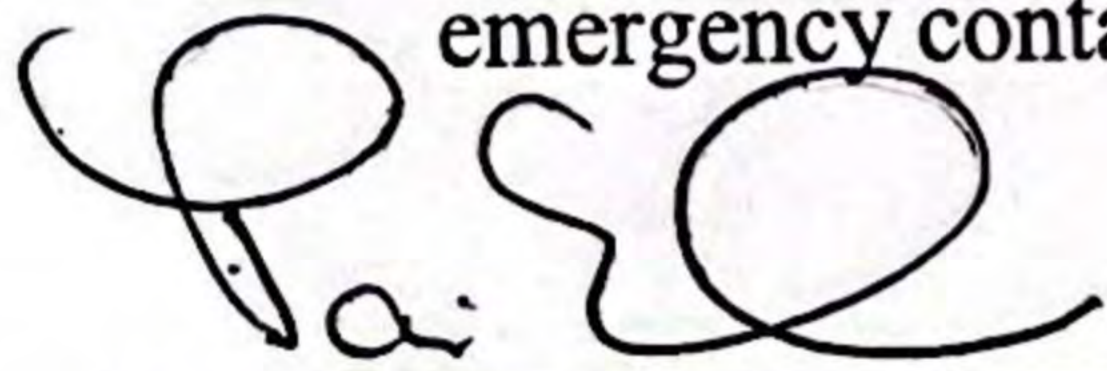
personal email address

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: 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

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

9/21/2021  
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: 12 September 2022

Name: James D Engelke

Phone: \_\_\_\_\_  
(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
(Work)

City/State/Zip Tomball TX 77375

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

I have lived in Tomball 12 years.

I am X am not \_\_\_ a U.S. Citizen

Occupation: Director, Enterprise Support & Implementation Services  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Professional and/or Community Activities: Past President & Member, Tomball Rotary Club  
Member, Greater Tomball Area Chamber of Commerce      President, Leadership North Houston Alumni Association Board  
Member, Leadership North Houston Advisory Council  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Pertinent Information/References: PCED Certified (Professional Community & Economic Developer)  
Master of Public Service & Administration in Public Policy Analysis/Graduate Certificate Public Management from Bush School  
of Government & Public Service at Texas A&M University

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**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 am a proud citizen of Tomball and have always felt a strong desire to serve the community. Service has always been  
important to me from a young age. I am an Eagle Scout and have served as President of the Tomball Rotary Club  
where Service Above Self is our motto. From a standpoint of qualifications, I believe I am uniquely qualified to serve on the  
Tomball EDC Board because of my professional certification in economic development, my educational experience,  
and my affiliation with regional leadership development programs including Leadership North Houston.

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**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

- (1) Tomball Economic Development Corporation
- (2) 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**

<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 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</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;"><u>James D Engelke</u> 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>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="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>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="text-align: center;"><input type="checkbox"/> Yes      <input checked="" 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 style="text-align: center;">N/A</p>	
<p><b>6</b> <input checked="" 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> <u></u> Signature of vendor doing business with the governmental entity</p>	<p><u>12 Sep 2022</u> 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

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):**

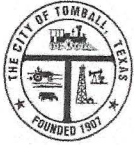
- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (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

12 September 2022

\_\_\_\_\_  
Date

James D Engelke

\_\_\_\_\_  
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 12 Sept 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

James D Engelke  
\_\_\_\_\_  
Printed Name of Applicant

12 Sept 2022  
\_\_\_\_\_  
Date:

## JAMES D (JIM) ENGELKE BIOGRAPHY

With regard to professional experience, community investment, and education, it is doubtful you will find many candidates for Tomball EDC Board as uniquely qualified as Jim Engelke.

Jim holds a certification as a Professional Community & Economic Developer (PCED), recognized across the nation as a leading educational program for economic development professionals. On the Board, Jim's advanced knowledge in this area would be most advantageous.

He also has earned a Master's Degree in Public Policy Analysis and a Graduate Certificate in Public Management from the Bush School of Government & Public Service at Texas A&M University, certifying his advanced study of government processes (including budgeting and finance) and intelligent policy design as well as analysis of the effects of particular policy or prospective policy (forecasting, scoring, cost-benefit analysis, public impact, tax efficiency, etc). This translates to Jim having a high degree of understanding of the needs of the community and how economic development opportunities may affect Tomball.

Professionally, Jim has served in executive leadership roles for over 20 years, most of which in the private sector as a C-level corporate executive as well as 5 years as a CEO of his own company which he sold in 2019. He recently returned to private industry after almost six years with Lone Star College where he worked managing workforce development initiatives including internship programs and community leadership programs, both of which are economic development initiatives in a healthy community.

In service to Tomball, Jim has been in the Tomball Rotary Club since 2015 and served as President from 2018-2019 where he led community service and partnership efforts to create the first ever Big Show at the Depot. Jim has also served the Greater Tomball Area Chamber of Commerce as Committee Chair for the Mobility & Transportation Committee and has served on the Government & Legislative Affairs Committee as well.

He is also a graduate of Leadership Tomball ISD and Leadership North Houston and currently serves as President of the LNH Alumni Association Board as well as on the LNH Advisory Council. Over the past 12 years he has been in Tomball, he has also served on various non-profit Boards of Directors and on the Texas Railroad Heritage Museum Board.





## 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.**

---

**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 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.

---

**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:

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

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

  
Date

  
Board Member's Printed Name

## Appendix D

### Acknowledgment of Receipt and Understanding

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

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

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

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

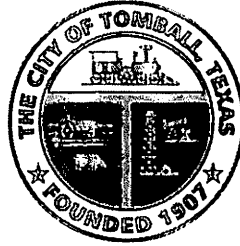
Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

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

  
\_\_\_\_\_  
Signature of Applicant for Appointment

  
\_\_\_\_\_  
Printed Name of Applicant

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



**CITY OF TOMBALL**

**APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES**

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

Please Type or Print Clearly:

Name: Colleen Rye

Address: 207 Florence St

City/State/Zip Tomball, TX 77375

Email: info@colleenrye.com

I have lived in Tomball 7 years.

Occupation: Reactor

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Date: 9/9/2022

Phone: 281-932-2784  
(Home)

Phone: \_\_\_\_\_  
(Work)

Cell: 281-932-2784

I am  am not \_\_\_ a U.S. Citizen

Professional and/or Community Activities: Volunteer @ TEAM  
Support Local area businesses, Volunteer with  
Farmers Market (garden) coming up

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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

- () 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

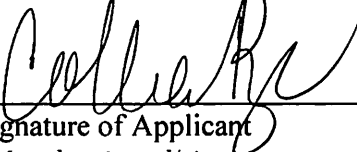
- () Tomball Legacy Fund, Inc.
- Position 7, Tomball Legacy Fund, does not require Tomball residency

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 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.

  
\_\_\_\_\_  
Signature of Applicant for Appointment

Colleen Rye  
\_\_\_\_\_  
Printed Name of Applicant

9/9/2022  
\_\_\_\_\_  
Date:

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Confirm/Appoint/Reappoint Members to the Tourism Advisory Committee

**Background:**

The Tourism Advisory Committee Resident Position 1, expiring December 5, 2023, was vacated due to excessive absenteeism. Resident Position 3, Business Position 6, and Hotel Position 9 will expired on December 5, 2022.

Applications from most of the current board members have been received.

The city has received new applications from the following individuals who have expressed an interest in serving on the TAC:

Matthew Harris  
Becky Loving.

Appointments/reappointments are requested for unexpired term remaining for Resident Position 1, as well as Resident Position 3, Business Position 6, and Hotel Position 9, expiring on December 5, 2022.

**Origination:** Mayor Klein Quinn

**Recommendation:**

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

**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

**TOMBALL TOURISM ADVISORY COMMITTEE – 3-Year Terms**

**Resident Positions**

Vacant – Position 1

term expires: 12-5-2023

Ted Mielke – Position 2  
(Apptd. 2018, 2021)

term expires: 12-5-2024

Jeffie Cappadonna – Position 3  
(Apptd. 2010/2013/2016/2019)

term expires: 12-5-2022

**Business Positions**

**(Chair)** Holly Cook – Position 4  
(Apptd. 2010/2011/2014/2017/2020)

term expires: 12-5-2023

Kailey Moore – Position 5  
(Apptd. 2021)

term expires: 12-05-2024

Rodney Hutson, M.D. – Position 6  
(Apptd. 2010/2013/2016/2019)

term expires: 12-5-2022

**Hotel Positions**

Melanie Sutton – Position 7  
(Apptd. 2018/2020)

term expires: 12-5-2023

**(Vice Chair)** Raymond Francois – Position 8  
(Apptd. 2019, 2021)

term expires: 12-5-2024

Paige Cassel – Position 9  
(Apptd. 4/20/2015, 2016, 2019)

term expires: 12-5-2022

**COUNCIL LIAISON**

Mayor Klein Quinn  
Alternate: Councilman Ford



**CITY OF TOMBALL**

**APPLICATION FOR THE TOURISM ADVISORY COMMITTEE**

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be 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 on December 31, 2024.

Please Type or Print Clearly:

Date: 9/19/2022

Name: Ted Mielke

Phone:

(Home)

Address:

Phone:

(Work)

Email Ted@TraditionServices.com

I have lived in Tomball 11 years.

I am  am not \_\_\_ a U.S. Citizen

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

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

Occupation: Owner: Tradition Suites: Executive Offices & Tradition Services  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Professional and/or Community Activities: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach a short biography to this application.**

**Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.**  
Here to help our hometown anyway I can.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.**



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

Please return this application to:

City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[cs@ci.tomball.tx.us](mailto:cs@ci.tomball.tx.us)  
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.**

**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.

---

**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

9/19/22

Date

Ted Mielke

Board Member's Printed Name



## CITY OF TOMBALL

### APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be 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 on December 31, 2024.**

Please Type or Print Clearly:

Date: 9/23/22

Name: Jeffie Cappadonna

Phone: \_\_\_\_\_

(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

(Work)

Email jkcappadonna@att.net

I have lived in Tomball 38 years.

I am  am not  a U.S. Citizen

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

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

Occupation: Owner of Mid-West Electric Co, mid-westelectric.com

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Professional and/or Community Activities: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach a short biography to this application.**

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

I would like to continue my time as a member of the Tomball Advisory Committee as an active member of our Community.  
I strongly support our city government and think it's highly important to be aware of all current and future plans for our city.  
I love the city I chose 39 years ago to call home and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.**

Jeffie K. Cappadonna Digitally signed by Jeffie K. Cappadonna  
Date: 2022.09.23 13:39:57 -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@ci.tomball.tx.us](mailto:cso@ci.tomball.tx.us)  
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 176.003(a)(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

\_\_\_\_\_  
 Name of Officer

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

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

Yes  No

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

Yes  No

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

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

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date



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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>	<p><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>I swear 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;"><b>OR</b></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>	

## 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.

Jeffie K. Cappadonna  
Digitally signed by Jeffie K. Cappadonna  
Date: 2022.09.23 13:54:03 -05'00'

Board Member's Signature

09/23/2022

Date

Jeffie K. Cappadonna

Board Member's Printed Name



**CITY OF TOMBALL**

**APPLICATION FOR THE TOURISM ADVISORY COMMITTEE**

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be 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 on December 31, 2024.

Please Type or Print Clearly:

Date: 9/20/2022

Name: Holly Olivia Cook

Phone: \_\_\_\_\_ (Home)

Address: \_\_\_\_\_ Tomball, TX 77377

Phone: 281-205-9050 (Work)

Email ronaldandholly98@gmail.com

I have lived in Tomball 22 years. I am  am not  a U.S. Citizen

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

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

Occupation: Banker at CommunityBank of Texas in Tomball  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Professional and/or Community Activities: GTACC Member/volunteer and Co-Founder and Director of Families Feeding Families.

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 have enjoyed serving on this board as Chairman Position 4 since inception. I take pride in working and living in Tomball and am happy to contribute in a way that promotes tourism and growth.

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

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

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.**

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

Please return this application to: City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[cso@ci.tomball.tx.us](mailto:cso@ci.tomball.tx.us)  
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.**

NONE

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

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

Holly Olivia Cook  
 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**  
Holly Cook  
 Signature of vendor doing business with the governmental entity

9-16-22  
 Date

**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.	<b>OFFICE USE ONLY</b>
1 <b>Name of Local Government Officer</b> Holly Olivia Cook	Date Received _____
2 <b>Office Held</b>	
3 <b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	

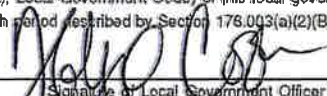
4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

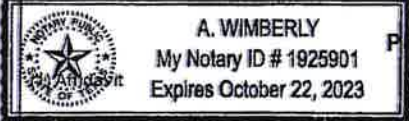
5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).**

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:

Sworn to and subscribed before me by Holly Olivia Cook this the 16 day of September 2022 to certify which, witness my hand and seal of office.

A. Wimberly Agnes Wimberly Notary Public  
 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.

Helen Cook  
Board Member's Signature

9-16-22  
Date

Holly Olivia Cook  
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 9-16-22 (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.

Holly O Cook  
Signature of Applicant for Appointment

Holly Olivia Cook  
Printed Name of Applicant

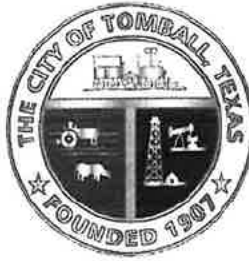
9-16-22  
Date:

## Holly O. Cook Bio

Holly Cook is a Vice President and Branch Manager for Community Bank of Texas, Tomball Branch. A 22-year banker with most of those years dedicated to banks located in Tomball, TX. She graduated with honors with her Associate of Arts from Lone Star College Tomball. She went on to earn her Bachelor of Liberal Arts cum laude in Business Administration and Management from Harvard University in a Joint Masters Bachelors program. Currently, she is working to complete her Master of Liberal Arts degree in Business Administration and Management from Harvard University in 2023.

In 2011, Holly started Families Feeding Families—a charity in Tomball where they feed 2500 people annually the day before Thanksgiving. That same year, Holly was awarded a position on the Tourism Advisory Committee where she was elected Chairman. Holly continues her work with both organizations currently. Additionally, Holly has volunteered with other organizations in Tomball such as Greater Tomball Area Chamber of Commerce, Tomball Museum Center, Network Tomball, Titans Youth Football and Resale With A Purpose.

Holly's life's goal is to do meaningful work. She is fulfilled by her work in the community



## CITY OF TOMBALL

### APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be 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 on December 31, 2024.

Please Type or Print Clearly: Date: 9/20/22

Name: Kailey Moore Phone: \_\_\_\_\_

(Home)

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

(Work)

Email kailey@azariahtx.com

I have lived in Tomball 5 years. I am  am not \_\_\_ a U.S. Citizen

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

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

Occupation: Owner of HTeaO

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**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 176.008(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 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.**  
 HTeaO

**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.**  
 Kailey Moore  
 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.**

Several city departments purchase tea for staff members and events hosted within the departments.

**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**

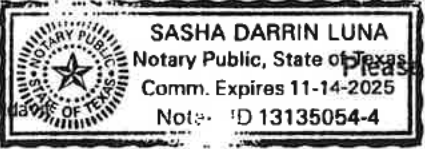
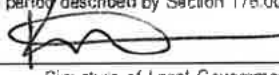

Signature of vendor doing business with the governmental entity: [Signature]

Date: 9/23/22

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM C1S

(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> Kailey Moore</p>							
<p><b>2 Office Held</b> Tomball Tourism Advisory Committee</p>							
<p><b>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b> HTeaO</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> A local drink stop.</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> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Date Gift Accepted _____</td> <td>Description of Gift _____</td> </tr> <tr> <td>Date Gift Accepted _____</td> <td>Description of Gift _____</td> </tr> <tr> <td>Date Gift Accepted _____</td> <td>Description of Gift _____</td> </tr> </table> <p style="text-align: center;">(attach additional forms as necessary)</p>		Date Gift Accepted _____	Description of Gift _____	Date Gift Accepted _____	Description of Gift _____	Date Gift Accepted _____	Description of Gift _____
Date Gift Accepted _____	Description of Gift _____						
Date Gift Accepted _____	Description of Gift _____						
Date Gift Accepted _____	Description of Gift _____						
<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> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p>(1) Affidavit</p> <p>NOTARY STAMP/SEAL</p> </div> <div style="text-align: center;">  <p>Signature of Local Government Officer</p> </div> </div> <p style="text-align: center;"><b>Please complete either option below:</b></p> <p>Sworn to and subscribed before me by <u>Kailey Moore</u> this the <u>23</u> day of <u>September</u> 20<u>22</u>, to certify which, witness my hand and seal of office.</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p>Signature of officer administering oath</p> </div> <div style="text-align: center;"> <p><u>Sasha Darrin Luna</u></p> <p>Printed name of officer administering oath</p> </div> <div style="text-align: center;"> <p><u>SR. Admin. Assis.</u></p> <p>Title of officer administering oath</p> </div> </div>							
<p style="text-align: center;"><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: center;">_____ Signature of Local Government Officer (Declarant)</p>							



## 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

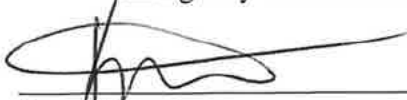
personal email address

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

09/20/2022  
Date

**Kailey Moore**  
\_\_\_\_\_  
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 09/28/2022 (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

Kailey Moore

\_\_\_\_\_  
Printed Name of Applicant

09/28/2022

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

## Kailey Moore Bio

I am a Tomball business owner at HTeaO. I have been in the Tomball area for over 5 years and have found this to be the place I want to set my roots.

I am a University of Houston graduate. I'm a 9<sup>th</sup> generation Texan and a Daughter of the Republic of Texas. I attend Real Life Church and I am involved in several nonprofit organizations in the area. I believe that Tomball has something special to offer in the way of Tourism and growth to bringing new faces to our area.



## CITY OF TOMBALL

### APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be 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 on December 31, 2024.

Please Type or Print Clearly:

Date: 9/19/22

Name: Melanie Sutton

Phone: 281-726-1472

Address: 14303 Medical Complex Drive, Tomball, TX 77377

(Home)

Phone: 281-726-1472

(Work)

Email msutton@clarushotels.com

I have lived in Tomball 0 years.

I am x am not \_\_\_ a U.S. Citizen

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

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

Occupation: Area Manager for Clarus Hotels, owner & management company of Residence Inn by Marriott at 14303 Medical Complex Drive, Tomball, TX 77377

---

---

---

---

Professional and/or Community Activities: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Pertinent Information/References: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach a short biography to this application.**

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

I have been involved with the management and operations of the Residence Inn by Marriott in Tomball since 2016. Working with the TAC board has provided me the opportunity to work with other board members and community members to assist in working towards the increase of tourism and travel to the city of Tomball.

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

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

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.**

*Melanie Sutton*  
\_\_\_\_\_  
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@ci.tomball.tx.us](mailto:cs@ci.tomball.tx.us)  
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.**  
**Melanie Sutton-Clarus Hotels**

**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.**  
**Melanie Sutton**  
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.**  
**Residence Inn by Marriott**  
**14303 Medical Complex Drive**  
**Tomball, TX 77377**  
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.**  
**Area Manager for Clarus Hotels, Residence Inn by Marriott Houston, Tomball**

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**  
Melanie Sutton 9/19/22  
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**  
**Melanie Sutton**

2 **Office Held**  
**Tourism Advisory Council position #7**

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.

*Melanie Sutton*

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 Melanie Sutton 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.

Melanie Sutton  
Board Member's Signature

9/19/22  
Date

Melanie Sutton  
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 9/19/22 (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.

*Melanie Sutton*

\_\_\_\_\_  
Signature of Applicant for Appointment

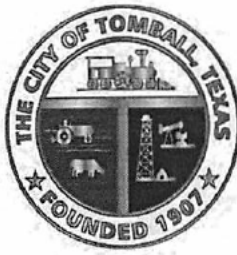
Melanie Sutton

\_\_\_\_\_  
Printed Name of Applicant

9/19/22

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

Melanie Sutton is Area Manager for Clarus Hotels. She opened the Residence Inn by Marriott in Tomball as General Manager in 2016 and led her team to the Marriott Platinum Award in 2018. With over 20 years of hotel operations experience, she now has a portfolio of four hotels with Clarus, including the Residence inn by Marriott in Tomball, that she supports. During her non-working hours Melanie



**CITY OF TOMBALL**

**APPLICATION FOR THE TOURISM ADVISORY COMMITTEE**

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be 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 on December 31, 2024.

Please Type or Print Clearly:

Date: 9/16/2022

Name: Raymond Francois

Phone \_\_\_\_\_

Address: \_\_\_\_\_

Phone: 281-357-1500  
tomball tx 77357 (Home)  
(Work)

Email raymond.francois@hilton.com

I have lived in Tomball 4 years.

I am  am not \_\_\_ a U.S. Citizen

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

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

Occupation: General manager Hampton Inn & Suites  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Professional and/or Community Activities: Tomball Farmers market board  
tomball chamber of commerce board

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.

As a hotelier & citizen of tomball I would  
like to assist in our growth.

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

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

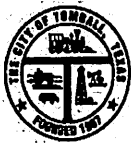
\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.**

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

Please return this application to: City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[cso@ci.tomball.tx.us](mailto:cso@ci.tomball.tx.us)  
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)



## 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

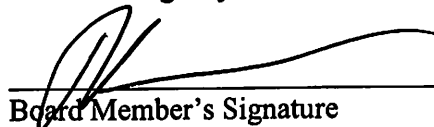
\_\_\_ personal email address

\_\_\_ 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

9/16/22  
Date

Raymond Francis  
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 9/09 (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

Raymond Francois  
\_\_\_\_\_  
Printed Name of Applicant

9/16/22  
\_\_\_\_\_  
Date:

# 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.	<b>OFFICE USE ONLY</b>
	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 Raymond Francis and my date of birth is \_\_\_\_\_

My address is \_\_\_\_\_  
 \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

Executed in Harris County, State of TX, on the 16 day of 09 (month) 2022 (year)

\_\_\_\_\_  
Signature of Local Government Officer (Declarant)

*Not applicable*



**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. 22, 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 this statement to be filed. See Section 176.003(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

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

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

\_\_\_\_\_

Name of Officer

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

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

Yes  No

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

Yes  No

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

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

7. \_\_\_\_\_ 9/16/22

Signature of vendor doing business with the governmental entity Date

Not applicable

Raymond Francois's deep management experience, people skills and leadership shine in his multiple community roles. Serving several years as General Manager of Hampton Inn & Suites in Tomball, Raymond's contagious positive energy has become a fixture within the Tomball Community,

Growing up in a military family, Raymond was born and raised in Haiti, his father retired Air Force and brother US Marine, and mother a former diplomat. After managing a Hampton Inn & Suites in Gainesville, Florida, he eventually made his way to where his heart desired, TEXAS. Tomball, Texas has become a true home to Raymond, , from work and community, his "Tomball Family" has expanded year by year.



**CITY OF TOMBALL**

**APPLICATION FOR THE TOURISM ADVISORY COMMITTEE**

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be 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 on December 31, 2024.

Please Type or Print Clearly:

Date: 9/12/2022

Name: Paige Cassel

Phone: 832-468-0303

Address: 6214 Oak Masters Drive

(Home)

Phone: 832-468-0303

Email: Paige.Cassel@preeminenthotels.com

(Work)

I have lived in Tomball      years.

I am  am not      a U.S. Citizen

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

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

Occupation: Regional Director of Sales / community ambassador

Professional and/or Community Activities: Founding member  
of nighttime networking. Board member of Tomball Chamber  
2016-2019. Current board member of Greater Heights  
Chamber.

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.**

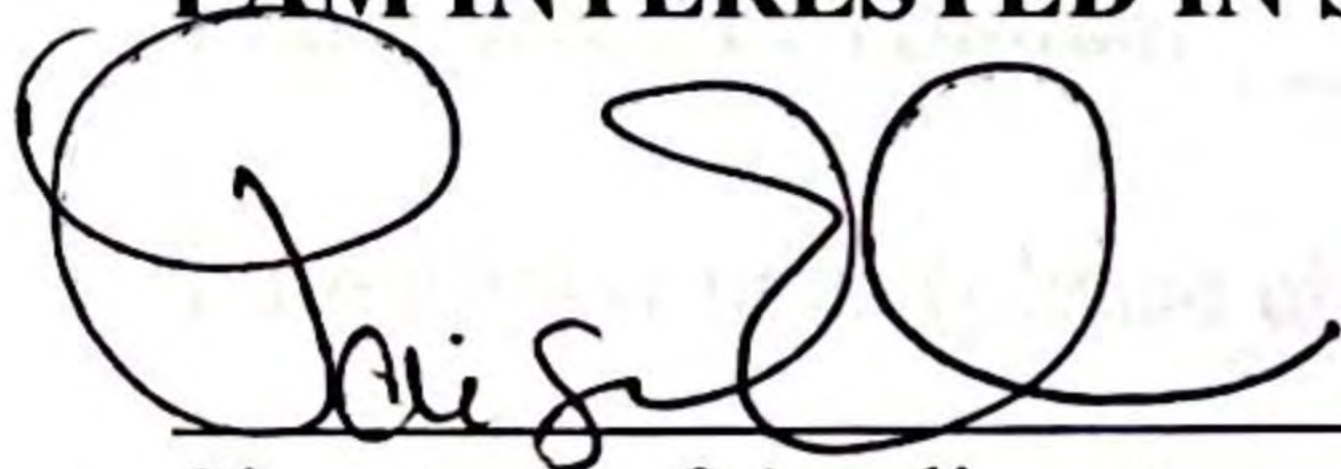
Hotels, serving people, and fiscal responsibility  
are passions I possess. Serving in the capacity  
of TAC is a great honor to me.

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

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.**



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

Please return this application to:

City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[cso@ci.tomball.tx.us](mailto:cso@ci.tomball.tx.us)  
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 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

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

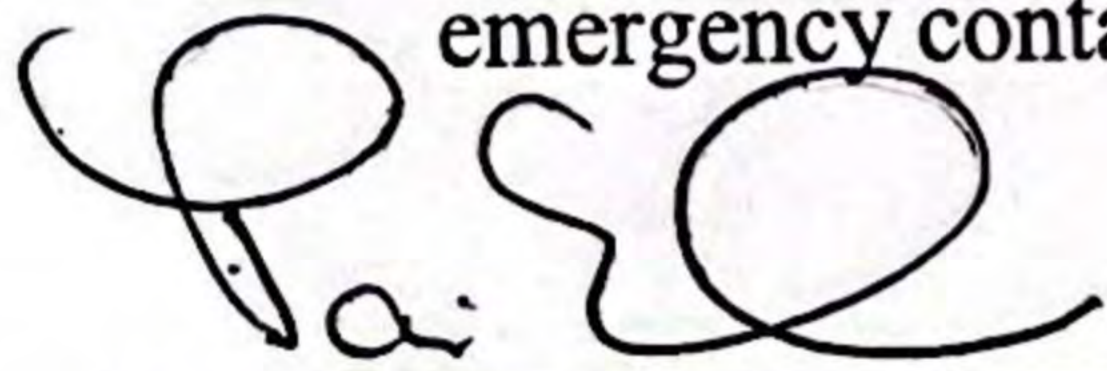
personal email address

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 THE TOURISM ADVISORY COMMITTEE**

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be 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 on December 31, 2024.

Please Type or Print Clearly: Date: 9/19/2022  
Name: Matthew Harris Phone: 281-731-4971  
(Home)  
Address: Phone: 281-731-4971  
(Work)  
Email mwh32777@yahoo.com

I have lived in Tomball 1.5 years. I am X am not     a U.S. Citizen

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

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

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

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.**



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  
[cso@ci.tomball.tx.us](mailto:cso@ci.tomball.tx.us)  
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 176.005(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 176.002(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.005, 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

# 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: center;">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 style="text-align: center;">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;"><b>OR</b></p> <p><b>(2) Unsworn Declaration</b></p> <p>My name is <u>Matthew Harris</u> and my date of birth is _____</p> <p>My address is _____ <u>Tomball</u> <u>TX</u> <u>77375</u> <u>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>, <u>22</u></p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: right;">_____</p> <p style="text-align: center;">Signature of Local Government Officer (Declaration)</p>	



## 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

9/19/2022  
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 THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be 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 on December 31, 2024.

Please Type or Print Clearly:

Date: 9/22/22

Name: Becky Nelson Loving

Phone: \_\_\_\_\_

(Home)

Address: \_\_\_\_\_

Phone: n/a

(Work)

Email \_\_\_\_\_

I have lived in Tomball 9 years.

I am  am not \_\_\_ a U.S. Citizen

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

a Tomball Resident, residing within the city limits of Tomball

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

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

Occupation: 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 TEAMI, I had a great deal of involvement with numerous community entities, including churches, the Chamber, Lion's Club, Junior League, LSC & city staff, i.e. Rob Hauck, Mike Baxter, Randy Parr, Craig Bogner

Additional Pertinent Information/References: Bruce Hilligeist (281-782-1408), Mary McCoy (281-507-8693), Judy Cintron (832-331-5412), Karen Guiles (517-648-4159), Jeff Love (281-703-9989)

**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 would love to serve on the Tourism Advisory Committee because I love Tomball and I love sharing all the quaint and unique shops, restaurants, and events with others. I'm also pretty creative and would enjoy creating new ways to draw tourists, and I have a clear understanding, as well, of how vital the success of our town events are to city revenue, and to attract future residents and businesses.

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

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

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.**

Becky Loung

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@ci.tomball.tx.us](mailto:cs@ci.tomball.tx.us)  
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.

**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.

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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.

**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 Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Confirm/Appoint/Reappoint Members to the Board of Adjustments

**Background:**

The Board of Adjustment Regular Position 5, expiring March 2, 2023, was vacated due to Susan Harris' appointment to the Planning and Zoning Commission; the position has not been filled, as the BOA has been able to use the pool of Alternates.

Applications from the remaining current regular board members and one alternate have been received.

The city has received new applications from the following individuals who have expressed an interest in serving on the BOA:

Lisa Covington  
Matthew Harris  
Becky Loving  
Ted Mielke  
Scott Moore, Jr.  
Colleen Pye  
Tana Ross.

Appointment is requested for unexpired Regular Position 5. The terms for Alternates 2 and 4 will expire in 2023; the term for Alternate 3 will expire in 2024; applications from the current appointees have not been received.

**Origination:** Mayor Klein Quinn

**Recommendation:**

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

**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



## **Board of Adjustments – 2-Year Terms**

### **Regular BOA Members**

Jarmon Wolfe – Position 1  
(Apptd alternate 2012/13; apptd regular 2014/15/17/19/21)  
Expires: 3/2/2023

Christine (Tina) Roquemoire – Position 2  
(Apptd alternate 2012/2014; apptd regular 2016/18/20/22)  
Expires: 3/2/2024

Billy Hemby - Position 3  
(Apptd alternate 2010/12; apptd regular 2012/13/15/17/19/21)  
Expires: 3-2-2023

April Gray – Position 4  
(Apptd alternate 2010/12; apptd regular 2014/16/18/20/22)  
Expires: 3/2/2024

VACANT – Position 5  
Expires: 3/2/2023

### **Alternate BOA Members**

Cindy Phillips - Alternate 1  
(Apptd alternate 2018/20/22)  
Expires: 3/2/2024

Rocky Pilgrim - Alternate 2  
(Apptd alternate 2012; apptd regular 2013/15/17/19/21)  
Expires: 3/2/2023

Ellen Warren - Alternate 3  
(Apptd alternate 2021/22)  
Expires: 3/2/2024

Robert Maxwell – Alternate 4  
(Apptd alternate 2015/17/19/21)  
Expires: 3/2/2023

### **COUNCIL LIAISON**

Councilman Townsend, Sr.  
Alternate: Councilman Ford



## 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: Jarmon Wolfe

Address: \_\_\_\_\_

City/State/Zip Tomball, TX 77375

Email \_\_\_\_\_

Date: 9/22/22

Phone: n/a

Phone: 281-255-8695 (Home)

Cell: \_\_\_\_\_ (Work)

I have lived in Tomball 20 years.

I am  am not \_\_\_\_\_ a U.S. Citizen

Occupation:

Parts Sales Manager / Commercial Specialist for  
Autozone LLC

Professional and/or Community Activities:

Former member of the Downtown Tomball Advisory Committee  
Alternate Board of Adjustment Member 2012  
Regular Board of Adjust 2011  
U.S. Navy Veteran 9 yrs

Additional Pertinent Information/References:

I always exercise sound, fair and impartial judgement on all cases before the Board of Adjustments. I also vote in every election regardless of the ballot size.

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 have been on the Board of Adjustment since 2012, first as an alternate and then as a regular member in 2014. I believe I have earned the respect of my fellow board members and hopefully the city staff as well. I would like to continue to serve the citizens of Tomball on the Board of Adjustments.

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.  
*n/a*

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

**3** Name of local government officer about whom the information is being disclosed.  
*Jarmon Wolfe*  
Name of Officer

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

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

Yes  No

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

Yes  No

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

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

**7**

\_\_\_\_\_  
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

Jarmon Wolfe

2 Office Held

Regular Member, Board of Adjustments

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

n/a

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

n/a

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 n/a  
 Date Gift Accepted n/a Description of Gift n/a  
 Date Gift Accepted n/a Description of Gift n/a

(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 178.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 178.003(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 Jarmon Wolfe and my date of birth is \_\_\_\_\_

My address is Tomball, TX 77375 USA

(street) (city) (state) (zip code) (country)

Executed in Harris County, State of Texas, on the 22nd day of September, 2022

(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:

- a contract between the local governmental entity and vendor has been executed; or
- 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

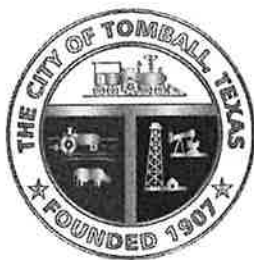
\_\_\_ information that reveals whether I have family members.

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

9/22/22  
Date

Jarman Wolfe  
Board Member's Printed Name



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: 9/16/2022

Name: Christine (Tina) Roquemore

Phone: 713 907 5530 (Home)

Address: 614 N Hickory

Phone: (Work)

City/State/Zip Tomball Tx 77375

Cell: 713 907 5530

Email: dt.roquemore@gmail.com

I have lived in Tomball 20 years.

I am [checked] am not \_\_\_ a U.S. Citizen

Occupation: Retired

Professional and/or Community Activities: BOA Committee - see next page

Additional Pertinent Information/References: Since retirement, and the death of my husband (2021), my involvement in businesses and/or community projects has been limited. Most of my time is spent with my daughter's day program and my church activities.

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 have served on the BOA these last few years, not sure when I came on. I have enjoyed being able to contribute back to Tomball. The City has been very good/kind to my family.

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)

Biography  
Christine (Tina) Roquemore  
614 N. Hickory St, Tomball, Tx 77375

My family has lived in the greater Tomball area since 1996, and then moved into the city in 2003. While I “officially” retired in 1990 from the workforce, I have had numerous employment opportunities since then.

While working for these companies, gave me the opportunities to interact with businesses, be involved with the Chamber & attend meetings and serve the employees of city government.

However, one opportunity has allowed me the privilege of serving Tomball directly. I was appointed to the Board of Adjustments a number of years ago. I’m not sure what year it was exactly, but John Ford was Chairman. It’s been my pleasure to serve and hopefully it’s been deemed beneficial.

My activities have been greatly reduced with the death of my husband – Darrell Roquemore – in August 2021. He also was able to give back to Tomball by serving on the P&Z Board for several years.

We have a special needs daughter – Martha – and a good deal of my time is spent caring for her. She & I are very involved in/with our church, Real Life Ministries Texas. Through them, we are able to work with the local pregnancy center, TEAM, etc.

**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.

*Christine Roguemoore*

**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.

*There is no family relationship with the City of Tomball.*

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

Yes  No

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

Yes  No

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

*N/A*

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

**7** *Christine Roguemoore*  
Signature of vendor doing business with the governmental entity

*9/16/2022*  
Date

# 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

*Christine Roguemon*

2 Office Held

*BoA Board*

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.

*Christine Roguemon*

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)

## 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 9/15/2022 (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

Christina (Tina) Roquemore  
Printed Name of Applicant

9/16/2022  
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: 9-12-22

Name: Billy Hemby

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: 713-862-6364 (Home)

City/State/Zip TOMBALL, TX 77375

Phone: \_\_\_\_\_ (Work)

Email: Billyhemby@aol.com

Cell \_\_\_\_\_

I have lived in Tomball 19 years.

I am  am not  a U.S. Citizen

Occupation: ① Vice President - Highways Distributing Company

② - Consulting work for Stevenson Beer Distributing Co.

Professional and/or Community Activities: SEE RTU

Additional Pertinent Information/References: SEE BTU  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.** SEE BTU  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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

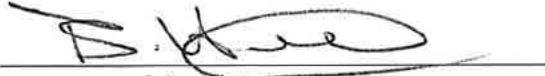
- Tomball Legacy Fund, Inc.  
Position 7, Tomball Legacy Fund, does not require Tomball residency

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 176.008(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.008, 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 Name of vendor who has a business relationship with local governmental entity.</b></p>	

**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.**

NA

**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.

NA



**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.	<b>OFFICE USE ONLY</b>
<b>1 Name of Local Government Officer</b>	Date Received
<b>2 Office Held</b>	
<b>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	

NA

**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)



NA

**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.

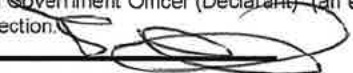
A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

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

9-12-22  
\_\_\_\_\_  
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 9-12-22 (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.



Signature of Applicant for Appointment



Printed Name of Applicant

9-12-22

Date:

**Billy Hemby**

**Tomball Texas, 77375**

**Good day, I have lived in Tomball since the 1980's and have had the privilege of seeing Tomball continue to grow into the town it is now. I have a good friend that I had the pleasure of serving on a Rodeo Committee with, Mary Regan which at the time was the COT assistant manager. She mentioned to me that she thought I would be a good candidate to serve on the BOA committee. I submitted my paperwork and was designated as an alternate to start and then on August 20, 2012, I had the honor of being appointed to the committee where I have served and been the Chairman for the last 3 years.**

**I serve on this Board and other committees and only do this if I think I can add value and help improve. Other positions I am involved with.**

**\*Lifetime Member of the HLS&R**

**\*Current assistant captain – Tomball/Magnolia/Montgomery Metro Rodeo Committee**

**\*Lifetime member of the Montgomery County Fair Association**

**\*President of the North Star Estates HOA**

**\*Vice President of the Oklahoma Community Cemetery Association**

**I have been in the beverage industry for the past 40 years where I am currently the Vice President of Highland Distributing Company and also currently doing consulting work for Stevenson Distributing.**

**I look forward to continuing to serve the COT and the BOA's committee.**

**If you need any references on my commitment to serve or on me personally you may contact the following:**

**Carl Kleimann  
Bruce Hillegeist  
Sandy Krug  
Diana Browning**

**Respectfully,**



**Billy Hemby**





## 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: 9-10-22

Name: April Gray

Phone: \_\_\_\_\_ (Home)

Address: \_\_\_\_\_

Phone: SAME (Work)

City/State/Zip Tomball, TX 77375

Cell: SAME

Email: APRIL.GRAY@CHEVRON.COM

I have lived in Tomball 40 years.

I am  am not \_\_\_ a U.S. Citizen

Occupation: I AM A REGULATORY SPECIALIST AT CHEVRON N/A E&P. I WORK WITH FEDERAL AND LOCAL REGULATORY AGENCIES, USCG AND AMERICAN BUREAU OF SHIPPING. I'M PART OF A TEAM BUILDING OFFSHORE PLATFORMS. I AM PRIMARILY WITHIN ENGINEERING & CONSTRUCTION TEAMS.

Professional and/or Community Activities: I WORK WITH ENGINEERING AND CONSTRUCTION. WITHIN MY COMMUNITY, I CURRENTLY SERVE AS AN ELECTION JUDGE DURING PRIMARIES AND GENERALS. I HAVE SERVED ON BOARDS AND COMMISSIONS FOR MY CITY.

Additional Pertinent Information/References: I HAVE SERVED ON NUMEROUS  
BOARDS OR COMMITTEES FROM CHARTER REVIEW TO MY CURRENT  
SEAT AS A MEMBER OF THE ADJUSTMENT BOARD.

Please attach a short biography to this application. SEE RESUME ATTACHED

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

I CONTINUE TO WANT TO SERVE MY CITY. I'M NOT INTERESTED IN  
AN ELECTED POSITION. I FEEL MY PROFESSIONAL SKILLS CAN LEAD  
THEMSELVES TO THE CITY BOARDS. I HAVE AN INTEREST IN THE  
DIRECTION THIS CITY GROWS.

**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

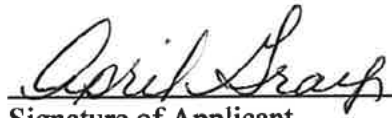
- Tomball Legacy Fund, Inc.  
Position 7, Tomball Legacy Fund, does not require Tomball residency

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  
[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)

## APRIL D. GRAY

**Email:**

### **PROFESSIONAL EXPERIENCE:**

#### **Chevron North America, Exploration and Production, Houston, Texas 77002**

**2012 to Present**

Chevron North American Exploration & Production operates as an energy company. The Company produces safe, reliable energy globally.

#### **Regulatory Specialist Houston, Tx**

Works collaboratively with diverse stakeholders, including internal and external partners, to promote consistency in regulatory application and interpretation across Gulf of Mexico operations. Proven ability to communicate and influence operations. Significant experience with development of regulatory plans and tools for USCG - ABS certification activities for deepwater facilities and execution of these plans. Develop and execute certification plans for complex project activities to support project milestones and delivery of business plan.

#### **Major Capital Projects Support:**

- Leverage relationships with both US and Korean Engineering and Construction groups, Regulators, and Classification Society during transitions from hull fabrication in Korea to integration of the hull and topsides in Corpus Christi, Texas.
- Member of the Big Foot Project Leadership Team and Offshore Steering Committee.
- Work with all stakeholders to ensure that regulatory guidelines are met by holding Regulatory Affairs Team (RAT) meetings consisting of representatives from each major contractor, project discipline engineers and ABS Project team members. These meetings discuss, close or plan a path forward on every outstanding ABS issue or comment in order to maintain project schedule.
- Assisted contractors and company engineers with appropriate responses to ABS and USCG in the effort to gain equipment or design approvals.
- Push any lagging activities to closure and highlight challenges and potential delays to management, as necessary.
- Developed a working regulatory plan with team members to successfully execute inspections to achieve regulatory milestones to allow for sailaway on time.
- Ran trial inspections on the platform prior to actual inspections with operations, HUC, start-up, and regulatory teams.
- Completed the USCG MISLE Book for the Big Foot Platform saving time for the Coast Guard Inspectors.
- Coordinated with ABS Survey for attendance offshore during tendon installation and platform sailaway and installation.
- Member of the BGF Incident Response team and represented Chevron to USCG, ABS and BSEE during tendon incident.
- Wrote Chevron's first Platform Lay Up Plan for USCG approval after the Big Foot tendon incident.
- Create vendor tracking register to ensure all required certifications are captured for each project.
- Created Big Foot regulatory data books housing all certifications for use during COI. These books were reviewed by USCG and found to be complete, accurate and acceptable.
- Review vendor data with regulatory authorities on a regular basis and expedite contractors and sub-contractors to obtain required information.
- Track major contractor's regulatory and classification activities on a weekly basis as a member of project cross functional team.
- Work with other team members to create usable outlines for the beginning of a Regulatory Handbook for the Gulf of Mexico.

#### **SBM Atlantia – SBM Offshore Group, Houston, Texas**

**2003 to 2012**

SBM Atlantia is an integrated provider for engineering, procurement, construction and installation of 'complete floating production solutions' for the deepwater market.

#### **Regulatory Specialist**

International field experience managing the regulatory activities necessary to complete vessel class certification under ABS, IMO, ILO, Flag State and Brazilian rules. Worked closely with yard and construction personnel to facilitate project completion. Manage a regulatory team of 4 specialist on a variety of projects from Drillships, FPSO conversions, Semi-Submersibles and TLPs. Created department workflows and systems to ensure proper processing and retrieval of regulatory data. Corporate representative on offshore projects to ABS, USCG and MMS. Coordinate, monitor and track submittals to ABS, USCG and MMS. Fluent in the use of ABS' Plan Approval System (O2E). Guide engineers on regulatory issues for International and GoM offshore projects from Kick-Off to completion.

- Completed three difficult Drillship projects in the Middle East to satisfactory handover to clients.
- Developed a regulatory submittal system to reduce time and cost on class approvals.
- Completed Thunder Hawk Project at a half million under regulatory budget.
- Involved in the regulatory process on seven successful GoM Projects and several international projects.

**IHS ENERGY GROUP, Houston, Texas**

**1996 to 2002**

Largest provider of petroleum data, software and consulting services both domestically and worldwide.

**Client Support Specialist – Worldwide Support & Training**

**(2001 – 2002)**

Provided effective and efficient front line support of domestic products and data to users and major petroleum corporations. Requests were received by on site visit, phone, email and industry networking. Represented the company's support functions, including product training, on site at client locations throughout Texas, Oklahoma and Louisiana.

- Developed an excellent reputation and improved client support efforts within the largest clients.
- Identified under used products and promoted them on site to achieve increased sales.
- Became a patient teacher to the most difficult and technologically challenged users.

**Senior Staff Administrator – Int'l Economics & Consulting**

**(1998 – 2001)**

Administrator to the President and a staff of 40 economists, engineers, analysts, researchers and editors. Produced department/product line budgets, tracked revenue and expenses, handled accounting functions and provided P/L reports. Organized and promoted public relations for my department to clients throughout the worldwide community. Created presentation productions for use in training, seminars and industry specific conferences.

**Administrative Assistant – Economics Software & Consulting**

**(1996 – 1998)**

Administrative support to the Vice President and a staff of 8 economists, petroleum engineers, risk analysts and software programmers. Responsible for manufacture and distribution of copyrighted economics evaluation and estimation software packages. Maintained inventory of all software packages and published products. Produced company wide client billing. Performed informational research and maintained an in-house library.

- Restructured registered user, client and subscriber databases into a flexible tool.
- Improved the client billing procedure by creating a more automated system.

**OCEANEERING INT'L / OIL INDUSTRY ENGINEERING, Houston, Texas**

**1990 to 1996**

Oceaneering is an advance applied technology company that provides engineered services and hardware to customers that operate in marine, space and other harsh environments.

**Controller – Oceaneering Intervention Engineering**

**(1994 – 1996)**

Managed a staff of three accounting professionals. Key contributor in obtaining company ISO 9001 Certification and sale of the company to Oceaneering. Produced and maintained corporate financial reports. Expanded on financial information and produced projections for corporate executives. Conducted corporate business with all taxing authorities on a federal, state, and local level. Responsible for obtaining and administering all necessary insurance required for manufacturing facilities and operations. Responsible for all corporate banking transactions including negotiations for procurement and operating capital with bankers and other financial professionals. Produced fiscal year corporate budgets.

- Restructured cash flow to meet scheduled payments to vendors and employees. Improving relations and corporate credit ratings and abilities.
- Arranged, coordinated and completed property acquisitions and procurement of operating capital.
- Key contributor of financial data and presentation material for a major corporate acquisition. Directed corporate consolidation and changeover operations.

**General Operations/Engineering Support – Oil Industry Engineering**

**(1992 – 1993)**

Heavily involved in and familiar with all facets of manufacturing operations from sales, engineering, procurement, assembly and final product shipping. Directly oversee maintenance of plant, buildings, and equipment. Ability to read machine and assembly drawings as necessary for procurement and preliminary inspection of machined parts. Developed and administered Employee Safety Program.

- Held key position in manufacturing operations under ISO 9000 quality assurance program and procedures.

**Senior Administrator/Project Administrator – Oil Industry Engineering**

(1991 –1992)

Senior Administrator to the President & Vice President. Handled all personnel records and reporting. Created presentation material for corporate meetings and investors. Represented and acted on the corporations behalf in various legal matters such as patents, contracts and other activities. Produced, managed and updated the Corporate Book in accordance with the by-laws of The State of Texas. Compiled information for special projects and produced detailed presentation quality reports. Upgraded, implemented and controlled a building security system. Scheduled and supervised property and equipment maintenance, repair and upgrading.

- Processed two corporate product patents.
- Compiled and produced a presentation on the corporate financial history.

**Accounting/Purchasing – Oil Industry Engineering**

(1990 –1991)

Established financial accounting, reporting and planning functions. Responsible for directing the company's purchasing functions, including procurement of materials, services and capital equipment.

- Reestablished the purchasing department during a corporate restructure.
- Integrated purchasing, shipping/receiving and accounting departments.

**Education:** 2002 University of Tulsa – Petroleum Engineering for Non-Engineers

2001 University of Tulsa – Basis Petroleum Geology for the Non-Geologist

2001 Hilton Computer Strategies – Transact SQL course

1999 Houston Fire Department – High Rise Fire and Emergency Training

1983 Department of Aviation, City of Houston - Airport Emergency Operations.

**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.

*NONE*

**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.

*APRIL GRAY*  
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. *NONE*

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.

*NONE*

**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

**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  
APRIL GRAY

2 Office Held  
BOARD OF ADJUSTMENTS

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code  
NONE

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.  
NONE

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).  
NONE

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

April Gray  
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 APRIL GRAY and my date of birth is \_\_\_\_\_

My address is \_\_\_\_\_ Somball St. 71375 HARRIS (city) (state) (zip code) (county)

Executed in Harris County, State of Texas, on the 10 day of Sept, 20 22 (month) (year)

April Gray  
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.

April Gray  
Board Member's Signature

9-10-22  
Date

April Gray  
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 9-9-22 (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.

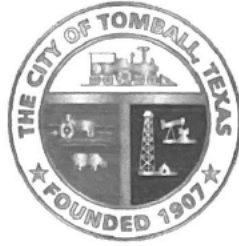
Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

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

April Gray  
Signature of Applicant for Appointment

April Gray  
Printed Name of Applicant

9-10-22  
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: 9/19/2022

Name: CINDY PHILLIPS

Phone: \_\_\_\_\_

(Home)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

(Work)

City/State/Zip TOMBALL, TX 77375

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

I have lived in Tomball 20 years.

I am  am not  a U.S. Citizen

Occupation: SMALL BUSINESS OWNER: PHILLIPS CLEANING SERVICES LLC  
CLEAN TEAM BUILDING SUPPLIES AND BURKES CARPET  
AND TILE.

Professional and/or Community Activities: BEEN PART OF BOA AS  
ALTERNATE FOR 4 YEARS, SERVED ON GTACC BOARD FOR  
3 YEARS.

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.**

OWNING 3 BUSINESS IN THE CITY LIMITS, I FEEL THIS IS HOW I CAN GIVE BACK TO MY COMMUNITY.

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation
  
- 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 /, 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.

OFFICE USE ONLY

Date Received

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

Clean team Building Supplies

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

*CLB*  
 Signature of vendor doing business with the governmental entity

9-19-2022  
 Date

# 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.

---

**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.

C. Phillips  
Board Member's Signature

9-19-2022  
Date

Cindy Phillips  
Board Member's Printed Name

# Cindy Phillips

Tomball, Texas 77375

September 20, 2022

## Short Biography about Cindy Phillips

Born in Taft Texas raised in Rockport Texas, lived in College Station 12 years for school then moved to Tomball. I have lived in and around Tomball since 2003. Started my first business Phillips Cleaning Services in 2003 located at 312 High Street in Tomball. PCS is a building maintenance company that specializes in private education and commercial facilities. Since then I have added a new company called Clean Team Building Supplies in 2014 which supplies Jan san products to the area. We purchases Burkes Carpet and Tile cleaning in 2020 and now provide floor maintenance to residences of Tomball. All my companies are located at 1311 Hick Street in Tomball.

I have served on the Board of Adjustments for serval years as an alternate and served on the GTACC board for 3 years. I am class of 2020 for Leadership North Houston and class of 2018 for Citizen Police Academy.

## 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 9-19-22 (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.

CPR

Signature of Applicant for Appointment

Cimay Phillips

Printed Name of Applicant

9-19-2022

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: 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>		<p><b>OFFICE USE ONLY</b></p> <p>Date Received _____</p>
<p>1 Name of Local Government Officer _____</p>		
<p>2 Office Held _____</p>		
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code _____</p>		
<p>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. _____</p>		
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>(attach additional forms as necessary)</p>		
<p>6 <b>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>(1) Affidavit</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>(2) Unsworn Declaration</p> <p>My name is _____ and my date of birth is _____</p> <p>My address is _____</p> <p style="text-align: center;">(street) (city) (state) (zip code) (country)</p> <p>Executed in _____ County, State of _____, on the _____ day of _____ 20 _____</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
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## 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.

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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.

  
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: 9/19/2022

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  
[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)

**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, 82nd 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: 40px;"> <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: 40px;"> <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>	

**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.

---

**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: 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
- (4) 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

- (3) 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

\*\*\*\*\*

**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.**

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.

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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 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.



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.**

**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 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.

---

**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:

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

9-22-2022  
Date

SCOTT MOORE JR  
Board Member's Printed Name

## Appendix D

### Acknowledgment of Receipt and Understanding

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

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

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

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

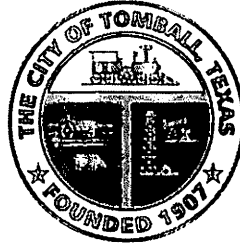
Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

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

  
\_\_\_\_\_  
Signature of Applicant for Appointment

  
\_\_\_\_\_  
Printed Name of Applicant

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



**CITY OF TOMBALL**

**APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES**

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

City/State/Zip Tomball, TX 77375

Cell: 281-932-2784  
(Work)

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

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

3

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.

1

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

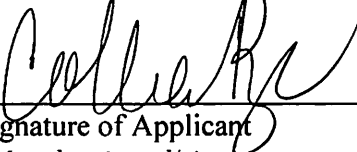
Meeting Information

As called

2

\*\*\*\*\*

**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.

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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.

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:



## 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 12, 2022

Name: Tana P. Ross

Phone: n/a  
(Home)

Address: \_\_\_\_\_

Phone: n/a  
(Work)

City/State/Zip Tomball, Texas 7375

Cell: \_\_\_\_\_

Email: tanaleahr@gmail.com

I have lived in Tomball 18 years.

I am  am not  a U.S. Citizen

Occupation: Retired. Former planner for City of Magnolia from 2016 to 2022. Former economic development coordinator for City of Magnolia from 2013 to 2016.

Professional and/or Community Activities: \_\_\_\_\_

PCED - Professional Community and Economic Development certification since 2015. Volunteer on City of Tomball Board of Adjustment from 2009 to 2015. Serving on City of Tomball Planning and Zoning Commission since 2020. Completed Citizen Planner Course in 2017. Member Texas Chapter of the American Planning Association from 2017 to 2022.

Member Salem Lutheran Church. Former President of Country Meadows HOA, now serve on the HOA Architectural Control Committee.

Additional Pertinent Information/References: Have an in depth understanding of urban planning and the municipal processes.

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**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 greatly enjoy planning. I have been involved with the City of Tomball Planning since 2008, when I served on the city's citizen committee exploring zoning. I have a great respect for history and bring the history of the city to the table with each decision I make. I would very much like to continue serving the city that has been so good to me

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**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

- ( ) 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.**

*Tana Ross* /Tana Ross

**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**

n/a for Tana Ross

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 176.003(1)-(4) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

\_\_\_\_\_

Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>	<p style="text-align: center;"><b>OFFICE USE ONLY</b></p> <p>Date Received _____</p>
<p><b>1 Name of Local Government Officer</b>  <u>Tana Ross</u></p>	
<p><b>2 Office Held</b>  <u>Planning and Zoning Commissioner - City of Tomball</u></p>	
<p><b>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>  <u>n/a</u></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>  <u>n/a</u></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>  <u>n/a</u></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;">OR</p> <p><b>(2) Unsworn Declaration</b></p> <p>My name is <u>Tana Ross</u> and my date of birth is _____</p> <p>My address is _____ Tomball Texas 77375</p> <p style="text-align: center;">(street) (city) (state) (zip code) (country)</p> <p>Executed in <u>Harris</u> County, State of <u>Texas</u> on the <u>12th</u> day of <u>September</u>, <u>22</u></p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: center;"><u>Tana Ross</u></p> <p style="text-align: center;">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.

Tana Ross  
Board Member's Signature

September 12, 2022  
Date

Type te

Tana Ross  
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 13, 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.

*Tana Ross*

\_\_\_\_\_  
Signature of Applicant for Appointment

Tana Ross

\_\_\_\_\_  
Printed Name of Applicant

September 13, 2022

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
- Sec. 551.076 – Deliberation regarding Security Devices

**Background:**

**Origination:** David Esquivel, City Manager

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed Doris Speer 9-28-2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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.

**Background:**

The Harris County District Attorney's Office (HCDAO) has requested that all law enforcement agencies within Harris County sign an MOU that clarifies our roles and responsibilities in an Active Shooter and Hostile Event. In the aftermath of Uvalde the HCDAO recognized the importance of assuring the community that law enforcement agencies in the region are united in thought and purpose when responding to Active Shooter and Hostile Events. The proposed MOU acknowledges that all participating agencies will adhere to the principles of Unified Command during an Active Shooter and Hostile Event; establishes roles for the Houston Police Department with the City of Houston, the Harris County Sheriff's Office in unincorporated parts of Harris County, municipal agencies in incorporated parts of Harris County; and asserts that the HCDAO will provide training to partner agencies pertaining to the legal protections afforded to public safety agencies.

**Origination:** Tomball Police Department via the Harris County District Attorney's Office

**Recommendation:**

Approve the Memorandum of Understanding (MOU) Between Harris County First Responders and authorize the Chief of Police to execute the contract.

**Party responsible for placing this item on agenda:** Jeff Bert, Police Chief

**FUNDING (IF APPLICABLE)**

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

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

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

Signed Jeff Bert  
Staff Member \_\_\_\_\_  
Date \_\_\_\_\_

Approved by \_\_\_\_\_  
City Manager \_\_\_\_\_  
Date \_\_\_\_\_



David Mitcham  
First Assistant/Chief of Courts

Vivian King  
First Assistant/Chief of Staff



Harris County District Attorney's Office  
500 Jefferson Street, Suite 600  
Houston, TX 77002

**HARRIS COUNTY DISTRICT ATTORNEY**  
**KIM OGG**

August 29, 2022

Law Enforcement and First Responder Leaders,

In the aftermath of the Robb Elementary mass shooting in Uvalde, Harris County law enforcement leadership came together on July 26, 2022 at Crime Stoppers to discuss a unified law enforcement response protocol for mass shootings. With the 2022-23 school year upon us, we asked for your input and response with the goal of producing a signed agreement by August 15, 2022.

We heard from many of you and met with various representatives of your law enforcement, fire, and emergency medical services agencies to review and modify the initial MOU draft to insure it provides the greatest safety to the public and to the first responders. We agreed we want a transparent agreement, one that will give the public confidence that law enforcement is ready, knows what to do, and has agreed in advance as to who will be in charge.

I look forward to your organization's response and participation. Because school has already begun, and safely so far, we are asking agency law enforcement leaders to review, obtain necessary authority to sign if required, and return a signed MOU before 5 p.m., Friday, Sept. 10, 2022. Please return same to Barbara Armstrong, General Counsel, Harris County District Attorney's Office.

The Harris County District Attorney's Office has already provided the promised and accredited two hour legal training for law enforcement. Now it is time to act, to agree in writing, and give the public the proof that we are ready. Please call if you have any further questions.

Sincerely,

A handwritten signature in blue ink that reads "Kim Ogg". The signature is fluid and cursive.

Kim Ogg  
Harris County District Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN HARRIS COUNTY  
FIRST RESPONDERS**

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This Memorandum of Understanding (“MOU”) is made and entered by and between the First Responders of Harris County (“Agency” or “Agencies”).

*Recitals*

The intention of this MOU that all agencies will agree to utilize National Incident Management System (“NIMS”) and the Incident Command System (“ICS”) in the management of all incidents regardless of size, complexity, or scope and planned events.

Advanced Law Enforcement Rapid Response Training (“ALERRT”) was recognized as the national standard in active shooter response training by the FBI in 2013. ALERRT’s excellence in training was recognized in 2016 with a Congressional Achievement Award. More than 200,000 state, local, and tribal first responders (over 140,000 law enforcement) from all 50 states, the District of Columbia, and U.S. territories have received ALERRT training over the last 20 years.

Active shooter and hostile events (“ASHE”) present unique and challenging problems for law enforcement and other first responders. In ASHE situations, preservation of life immediately becomes the first priority of any first responders. Where driving force factors are present, current best practices require the first law enforcement officer(s) or agency on the scene to move toward the danger in order to save lives, even if only one officer is on the scene.

ALERRT states that first responders’ main priorities in an ASHE are to Stop the Killing, Stop the Dying, and Rapid Casualty Evacuation. (ALERRT Active Attack Integrated Response, Version 2.0, p. 1-7). Inherent in both stopping the killing and dying is the priority of life scale (ALERRT & FBI, 2020, pp. 2-6 & 2-34). At the top of this scale, the first priority is to preserve the lives of victims/potential victims. The second priority is the safety of the first responders, and the last priority is tending to is the suspect. This prioritization means officers must assume risk to save innocent lives. (Robb Elementary School Attack Response Assessment and Recommendations, p. 15, 2022).

History has demonstrated that ASHE situations change rapidly, often, and without reason. For the best response possible to any ASHE situation, first responders must work together. Working together saves valuable minutes at a time that every second counts. The establishment of Unified Command

ensures that each stakeholder is engaged throughout the duration of the incident and “Unified Command does not affect individual agency authority, responsibility, or accountability.” (E/L/G 0300 Intermediate Incident Command System for Expanding Incidents, p. IG-52, 2019). To assist first responders with their response to these very dynamic and dangerous situations, the Agencies signing this MOU pledge to work together during ASHE incidents to effect the best outcomes in very complicated situations.

### *Definitions*

Active Shooter/Hostile Event (“ASHE”). An incident involving one or more individuals who are or have been actively engaged in harming, killing, or attempting to kill people in a populated area by means such as firearms, explosives, toxic substances, vehicles, edged weapons, fire, or a combination thereof.

Incident Command System (“ICS”). A specific component of the national incident management system (NIMS) designed to enable effective and efficient on-scene incident management by integrating organizational functions, tactical operations, incident planning, incident logistics, and administrative tasks within a common organization structure.

Unified Command (“UC”). An incident command system used when there is more than one agency with incident jurisdiction, or when incidents cross political jurisdictions. Agencies work together through designated members of the UC, often the senior person(s) from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies. The incident command responsibility is shared within the UC, with the function most important at the time taking the lead role. The lead responsibility may shift as the incident progresses.

### *Terms*

#### I.

The initial law enforcement officer(s) on any ASHE scene is/are responsible for engaging and neutralizing the threat unless they are incapacitated or voluntarily relinquish the control of the scene.

ASHE situations continue well beyond the initial response, to include the investigation and possible prosecution of a suspect, suspects, or any accomplices.

In the geographic boundaries of the City of Houston, the Houston Police Department (“HPD”) is the law enforcement agency with the capacity to follow the incident from start through the investigation and assist with the prosecution of any suspects. Therefore, if Unified Command is not previously established by public safety agencies, then HPD will be responsible for making contact with initial incident command and/or public safety agencies on-scene or in staging to establish Unified Command. If Unified Command is already established, then HPD will integrate into Unified Command. The Unified Command will be responsible for managing all critical components of the ASHE while ensuring responding law enforcement agencies, fire departments, EMS agencies, emergency medical personnel and other appropriate response entities and agencies work together to

effectively manage the incident.

In the geographic boundaries of an incorporated municipality of Harris County (excluding the City of Houston), if unified command is not previously established by public safety agencies, then the municipal law enforcement agency will be responsible for making contact with initial incident command and/or public safety agencies on-scene or in staging to establish Unified Command. If Unified Command is already established, then the municipal law enforcement agency will integrate into Unified Command. Unified Command will determine the municipality's capacity to handle the incident and request assistance from other agencies as needed. As described above, the Unified Command will be responsible for managing all critical components of the ASHE while ensuring responding law enforcement agencies, fire departments, EMS agencies, emergency medical personnel and other appropriate response entities and agencies work together to effectively manage the incident.

In the unincorporated areas of Harris County, the Harris County Sheriff's Office ("HCSO") is the law enforcement agency with the capacity to follow the incident from start through the investigation and prosecution of any suspects. Therefore, if unified command is not previously established by public safety agencies, then HCSO will be responsible for making contact with initial incident command and/or public safety agencies on-scene or in staging to establish Unified Command. If Unified Command is already established, then HCSO will integrate into Unified Command. The Unified Command will be responsible for managing all critical components of the ASHE while ensuring responding law enforcement agencies, fire departments, emergency medical personnel and other appropriate entities and agencies work together to effectively manage the incident.

The Harris County District Attorney's Office's responsibilities include the documentation of the qualified immunity of those first responders involved in the incident, assisting law enforcement with investigative support such as search warrants, and the prosecution of suspect(s) and any accomplices.

The Harris County District Attorney's Office provided training pertaining to the legal protections afforded to public safety agencies. Upon request, the Harris County District Attorney's Office will provide a video copy of the training to be used to train other officers within the agency. It is recommended that at least one of the officers be a patrol/field supervisor from the agency.

## II.

Participating responding agencies will appoint a primary Agency representative who will make contact with the Unified Command at all applicable ASHE incidents. Agencies executing this agreement shall provide a Department/Agency point of contact who is responsible for coordinating aspects of unified and integrated response prior to an incident(s). This information will be attached in Exhibit B as a confidential sensitive security information.

## III

During each Agency's risk assessment to identify gaps in response equipment, participating Agencies may request any additional equipment necessary for the safety of the first responders that may respond. The District Attorney's Office will attempt to secure equipment for the Agency, if

possible. All participating Agencies agree, when practicable, to share resources as needed.

IV.

No Agency has appropriated any funds for this MOU.

V.

Any Agency may withdraw from this MOU at any time by sending written notice to all of the Agencies who have signed and agreed to this MOU listed in Exhibit B.

VI.

Nothing in this MOU may be construed as creating any personal liability on the part of any participating Agency or any elected official, officer, director, employee, or agent of the Agency. The Agencies agree that no provision of this MOU extends any Agency's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this MOU nor any other conduct of any Agency relating to this MOU shall be considered a waiver by any Agency of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

VII.

This MOU is not binding on any Agency and exists strictly as guidance for cooperation between the Agencies.

This MOU contains the entire agreement between the Agencies relating to the rights and responsibilities of each Agency. Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification unless all Agencies agree in writing to any changes.

VIII.

This MOU may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Agency warrants by signing, that the undersigned is a duly authorized representative with the power to execute the MOU.

[The Signature pages follow immediately behind and the remainder of this page is intentionally left blank.]

Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

EXHIBIT A  
Participating Agencies

EXHIBIT B

**CONFIDENTIAL SENSITIVE SECURITY INFORMATION**

Agency Primary Representative Contact Information

(List of point persons for Unified Command and cell numbers)



## EXHIBIT C

### **CONFIDENTIAL SENSITIVE SECURITY INFORMATION**

#### Recommended Practices

- Responding officers shall maintain radio discipline, limiting communication on the command channel to information critical to the Unified Command;
- Officers responding to an active tactical incident shall, whenever practicable, wear attire (e.g., visible badge, raid jacket, uniform, or clearly marked external vest, etc.) that clearly identifies them as peace officers;
- Responding officers shall park their vehicles in a way that allows other first responders (police, fire, and EMS) uninhibited ingress and egress to the scene of the ASHE; and,
- Officers shall seek approval from the appropriate supervisory level of their respective agency prior to self-deploying to any scene that is no longer an active life-safety event.
- Fire and/or EMS agencies will send a representative from staging to the incident command post to assist in coordination and integration with unified command.

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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.

**Event Information:**

The Tomball Sister City Organization, Inc. would like to continue the success of our Heritage Festival and bring thousands of visitors to Tomball this year.

**Origination:** Tomball Sister City Organization

**Recommendation: (see an attached list of in-kind requests for details)**

- Personnel
- Facilities
- Supplies/rentals
- Street Closures

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

Marketing & Tourism Manager

**FUNDING (IF APPLICABLE)**

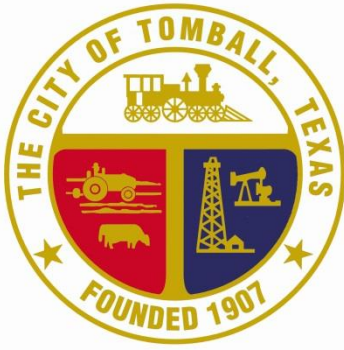
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

If yes, specify Account Number: # \_\_\_\_\_

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

**Signed:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_  
Staff Member                      Date                      City Manager                      Date



**TOMBALL SISTER CITY  
ORGANIZATION, INC.**

Tomball, Texas – Telgte, Germany  
P.O. Box 1131  
Tomball, Texas 77377



July 2022

Honorable Mayor and City Council

Re: Request for Support of the 22<sup>nd</sup> Annual Tomball German Heritage Festival

The Tomball Sister City Organization, Inc. would like to continue the success of our Heritage Festival and bring thousands of visitors to Tomball this year. With this in mind, we respectfully request the following from our City:

(A) In-kind support for the 2023 TGHF, Thursday, March 23, 2023, through Sunday, March 26, 2023.

1. Personnel:

Public Works:

Ten (10) employees for Friday night, 6:00 pm - 11:00 pm

Eleven (11) employees for Saturday, 8:00 am - 11:00 pm

Eleven (11) employees for Sunday, 8:00 am - 9:00 pm

Employees will need the use of gators for trash pick-up

Police Department:

Ten (10) Officers for Friday, 5:00 pm - 11:00 pm

Ten (10) Officers for Saturday, 9:00 am - 11:00 pm

Ten (10) Officers for Sunday, 10:00 am - 6:00 pm

Three (3) Officers for Sunday night, 6:00 pm - 10:00 pm (for carnival area)

Fire Department:

Two (2) Firefighter/EMTs for Friday, 5:00 pm - 11:00 pm

Two (2) Firefighter/EMTs for Saturday, 9:00 am - 11:00 pm

Two (2) Firefighter/EMTs for Sunday, 10:00 am - 6:00 pm

1 Special Event Vehicle (Fire) for duration of event

## 2. Facilities

The use of the Community Center Friday, 10:00 am - 10:00 pm and Saturday, 8:00 am - 10:00 pm and Sunday, 8:00 am - 8:00 pm, and one (1) employee working these hours, also.

## 3. Supplies/Rentals:

Four (4) 40-yard roll-off, and Four (4) 8-yard dumpsters.  
Seventy (70) trash barrels with 500 liners  
Thirty (30) barricades, sixteen (16) traffic cones  
Forty-Two (42) Jersey Barriers – Traffic safety & crowd protection  
Two (2) City owned Generators & Light Towers  
Fuel Top-off for Generators from City's Fuel supply  
Two (2) police towers

## 4. Street Closures:

We respectfully request permission to close the following City Streets:

12:00 noon, Thursday - 10:00 pm, Sunday:

- 100 Block S. Elm Street & Oak Street
- 100 - 200 – 300-400 Blocks of Market Street
- Intersection of Market & 200 Block S. Walnut

5:00 pm Friday until 10:00 pm Sunday: 100 Block Walnut (This is to give access to the Harris County Tax Office.)

We have also requested of Harris County that S. Cherry Street be closed 9:00 am Friday – 8:00 pm, Sunday.

We request the use of the Following. 5 PM Thursday (1) Heritage Plaza Parking Lot across from City Hall. (2) East end of Heritage Park (3) South lot of the Police Parking Lot. 5 PM Friday (4) Westside of parking lot next to city hall.

(B) Cash Request: Reimbursement, not to exceed 80 K as Approved by TAC Board.

## (C) Transportation:

We request transportation for the off-site parking to the festival. 1 City shuttle service and 2 Drivers 30 minutes before start of festival and 30 minutes after close of festival on Saturday and Sunday.

Carnival Hours: Friday, 3:00 pm – 11:00 pm; Saturday, 10:00 am – 11:00 pm; Sunday, 10:00 am – 10:00 pm.

Sincerely,  
*Craig Bogner*

Tomball Sister City Organization

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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 Thereto

**Background:**

In the Proposed Fiscal Year 2022-2023 Budget, the need for bond funding was identified for infrastructure improvements. These improvements include water, sewer, streets, alleyways, and right-of-way acquisition. The bond issuance will provide \$20,000,000 in proceeds to use for project expenditures.

On July 18, 2022, City Council approved Resolution No. 2022-26 for the Notice of Intent to Issue Certificates of Obligation, Series 2022. Since then, Staff has worked with the City's financial advisor and bond counsel to complete the Preliminary Official Statement, rating agency calls, and due diligence calls. The pricing will be determined on October 3, 2022 and the delivery of funds will occur on October 31, 2022. Due to the pricing being determined on October 3, 2022, a draft ordinance is provided for the agenda packet and a final version will be provided prior to the City Council meeting.

**Origination:**

Finance

**Recommendation:**

Adopt Ordinance No. 2022-35 on First and Final 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 9/23/2022 Approved by \_\_\_\_\_  
Finance Director Date City Manager Date

ORDINANCE NO. 2022-35

AUTHORIZING THE  
ISSUANCE OF

CITY OF TOMBALL, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION  
SERIES 2022

Adopted: October 3, 2022

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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 THERETO

THE STATE OF TEXAS §  
COUNTIES OF HARRIS AND MONTGOMERY §  
CITY OF TOMBALL §

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the “Act”), the City of Tomball, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by a direct and continuing annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City, in combination with a limited pledge of a subordinate lien on the net revenues of the City’s water and sewer system (the “System”) in an amount not to exceed \$1,000 as authorized by the Act and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City and posted on the City’s website in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$20,250,000 and the proceeds would be used for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on October 3, 2022; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is being considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; now, therefore

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

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

#### Section 1.1. Definitions.

Unless otherwise expressly provided in this Ordinance or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Tomball, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022” authorized to be issued by Section 3.1 of this Ordinance.

“City” means the City of Tomball, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means October 15, 2022.

“Debt Service Fund” means the debt service fund established by Section 2.2 of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Initial Purchaser” means the initial purchaser of the Certificates identified in Section 7.1 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing on February 15, 2023.

“Maturity” means the date on which the principal of the Certificates becomes due and payable according to the terms thereof, or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the revenues to be derived from the System, after the payment of all operation and maintenance expenses thereof.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, N.A., or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Certificates.

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the certificate register specified in Section 3.6(a) of this Ordinance.

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“State” means the State of Texas.

“System” as used in this Ordinance means the City’s water and sewer system.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

## ARTICLE II

### TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

#### Section 2.1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Debt Service Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance and associated expenses.

#### Section 2.2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Tomball, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022, Debt Service Fund" (the "Debt Service Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in, or required by this Ordinance to be deposited to, the Debt Service Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable and associated costs in accordance with their terms and this Ordinance.

#### Section 2.3. Pledge of Revenues.

The Net Revenues to be derived from the operation of the System in an amount not to exceed \$1,000 are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, that the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one

or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates. The revenues of the System available after the payment of all operation and maintenance expenses of the System, any debt service payable from gross revenues or Net Revenues of the System, if any, as well as other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations may be used for any lawful purpose of the City.

### ARTICLE III

#### AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

##### Section 3.1. Authorization.

The City's "City of Tomball, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended. The Certificates shall be issued in the aggregate principal amount of \$\_\_\_\_\_ for (i) the design, construction, and equipment of improvements to the City's water and sewer system, including the acquisition of land in the general vicinity of (a) the existing Farm to Market 2920 Lift Station located at 15303 Farm to Market 2920 and (b) the area north of North of Holderrieth Road and West of Hufsmith-Kohrville Road; (ii) the design, construction and equipment of City streets, sidewalks and related infrastructure, including alleyway and rights-of-way improvements and the acquisition of rights-of-way in the general vicinity of Farm to Market 2920 from Business 249 to North Willow Street; and (iii) the cost of professional services incurred in connection therewith.

##### Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on February 15 in the years and in the principal amounts set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2023	\$	%	2034	\$	%
2024			2035		
2025			2036		
2026			2037		
2027			2038		
2028			2039		
2029			2040		
2030			2041		
2031			2042		
2032			2043		
2033			2044		

(c) Interest shall accrue and be paid on each Certificate, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, computed on the basis of a 360-day year composed of twelve 30-day months.

**Section 3.3. Medium, Method, and Place of Payment.**

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be paid by check dated as of the Interest Payment Date, and sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Certificate shall be paid to the Owner thereof at Maturity or upon prior redemption upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date



of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6, Texas Property Code.

#### Section 3.4. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until the Certificate of Paying Agent/Registrar, substantially in the form provided herein, has been duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller’s Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, one initial Certificate (the “Initial Certificate”), representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signatures of the Mayor or Mayor Pro Tem and

the City Secretary of the City, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel such Initial Certificate and deliver to DTC on behalf of the Representative registered definitive Certificates as described in Section 3.9. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.5. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.6. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates transferred or exchanged in accordance with this Section. A new Certificate or Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificate being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation

of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

### Section 3.7. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

### Section 3.8. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

### Section 3.9. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown

in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book entry only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

## **ARTICLE IV**

### **REDEMPTION OF CERTIFICATES BEFORE MATURITY**

Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after February 15, 2032, in whole or from time to time in part, before their respective scheduled maturity dates, on February 15, 2031, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Certificates to be redeemed.

Section 4.3. [Mandatory Sinking Fund Redemption.

(a) The Certificates designated as “Term Certificates” in the form of Certificate contained in Section 6.2(a) (“Term Certificates”), are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Certificate contained in Section 6.2(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.3 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities and the amounts thereof (or mandatory sinking fund redemption amount within a maturity with respect to the Term Certificates) to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

#### Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and if less than all Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

#### Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying

Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.8. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

## ARTICLE V

### PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

(a) The Bank of New York Mellon Trust Company, N.A., is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

(b) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit its inspection by any other entity.



(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

(d) The Paying Agent/Registrar Agreement is hereby approved in substantially the same form provided, and the Mayor or the Mayor Pro Tem and the City Secretary of the City are hereby authorized and directed to execute and deliver the Paying Agent/Registrar Agreement.

#### Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

#### Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

#### Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

#### Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

#### Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

**ARTICLE VI**

**FORM OF THE CERTIFICATES**

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State, the Certificate of the Paying Agent/Registrar and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) The Certificates shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(c) The Initial Certificate submitted to the Attorney General of the State may be typewritten and photocopied or otherwise reproduced.

Section 6.2. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTIES OF HARRIS AND MONTGOMERY

CITY OF TOMBALL, TEXAS  
CERTIFICATE OF OBLIGATION  
SERIES 2022

INTEREST RATE:      MATURITY DATE:      CLOSING DATE:      CUSIP NUMBER:  
\_\_\_\_\_ %      February 15, 20\_\_      October 31, 2022      \_\_\_\_\_

The City of Tomball (the “City”), in the Counties of Harris and Montgomery, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_

or registered assigns, on the Maturity Date specified above, the sum of

\_\_\_\_\_ DOLLARS

and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing on February 15, 2023.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the “Special Payment Date,” which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally

authorized or obligated by law or executive order to close (a “Business Day”), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is dated October 15, 2022 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the “Certificates”), issued pursuant to a certain ordinance of the City (the “Ordinance”) for the costs associated with (i) the design, construction, and equipment of improvements to the City’s water and sewer system, including the acquisition of land in the general vicinity of (a) the existing Farm to Market 2920 Lift Station located at 15303 Farm to Market 2920 and (b) the area north of North of Holderrieth Road and West of Hufsmith-Kohrville Road; (ii) the design, construction and equipment of City streets, sidewalks and related infrastructure, including alleyway and rights-of-way improvements and the acquisition of rights-of-way in the general vicinity of Farm to Market 2920 from Business 249 to North Willow Street; and (iii) the cost of professional services incurred in connection therewith.

The City has reserved the right to redeem the Certificates maturing on and after February 15, 2032, in whole or from time to time in part, before their respective scheduled maturity dates, on February 15, 2031, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities (or mandatory sinking fund redemption amount within a maturity with respect to Term Certificates) and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Certificates maturing on \_\_\_\_\_ (the “Term Certificates”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>\$ _____ Term Certificates Maturing</u>	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
	\$
	\$
	\$
	\$
(maturity)	\$

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which,

at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

The City reserves the right to give notice of its election or direction to redeem Certificates pursuant to an optional redemption conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be

overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the revenues to be derived from the operation of the City’s water and sewer system, after the payment of all operation and maintenance expenses thereof (the “Net Revenues”), are pledged to the payment of the principal of and interest on the Certificates in an amount not to exceed \$1,000; provided, however, that such pledge is junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

\_\_\_\_\_  
City Secretary  
City of Tomball, Texas

\_\_\_\_\_  
Mayor  
City of Tomball, Texas

[SEAL]

(b) Form of Comptroller’s Registration Certificate.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER  
OF PUBLIC ACCOUNTS  
THE STATE OF TEXAS

§  
§  
§

REGISTER NO. \_\_\_\_\_

I HEREBY CERTIFY THAT this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
as Paying Agent/Registrar

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Social Security or other identifying number: \_\_\_\_\_) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed By:  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the expression “As Shown Below” and “CUSIP NUMBER \_\_\_\_\_” deleted; and

(ii) in the first paragraph of the Certificate, the words “on the Maturity Date specified above, the sum of \_\_\_\_\_ DOLLARS” shall be deleted and the following will be inserted: “on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:”

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

(iii) the Initial Certificate shall be numbered I-1.

Section 6.3. CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services, or another entity that provides securities identification numbers for municipal securities, and may print such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.



## ARTICLE VII

### SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

#### Section 7.1. Sale of Certificates.

(a) The sale and delivery of the Certificates, having been duly advertised and offered for sale at competitive bid, are hereby sold and awarded to \_\_\_\_\_ (the "Initial Purchaser") for a purchase price equal to the principal amount thereof plus a cash premium of \$\_\_\_\_\_, being the bid which produced the lowest true interest cost, subject to the approving opinion as to the legality of the Certificates of the Attorney General of the Texas and the opinion of Bond Counsel. The Initial Certificate shall be registered in the name of the Initial Purchaser or its designee. The Mayor or Mayor Pro Tem and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions to and to provide for the issuance and delivery of the Certificates.

#### Section 7.2. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) The amount of \$\_\_\_\_\_, consisting of \$\_\_\_\_\_ principal amount of Certificate proceeds plus premium received from the sale of the Certificates in the amount of \$\_\_\_\_\_, shall be used for the purposes set forth in Section 3.1 hereof;

(b) Premium received from the sale of the Certificates in the amount of \$\_\_\_\_\_ shall be used to pay the costs of issuance.

(c) Premium received from the sale of the Certificates in the amount of \$\_\_\_\_\_ shall be used to pay the underwriters' discount.

(d) Any amounts remaining after accomplishing such purposes and paying costs of issuance shall be used for the purposes described in subsection (a) or deposited in the Debt Service Fund.

#### Section 7.3. Control and Delivery of Certificates.

(a) The Mayor or Mayor Pro Tem of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Representative under and subject to the general supervision and

direction of the Mayor or Mayor Pro Tem, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem necessary to consummate the delivery of the Certificates. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bond or (ii) \$9,500, but in no case less than \$750).

Section 7.4. Official Statement.

The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, is hereby ratified and approved, and has been deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of the Rule. The City hereby authorizes and approves the preparation of a final Official Statement to add the terms of the Initial Purchaser's bid and other relevant information. The use of such final Official Statement in the reoffering of the Certificates by the Initial Purchaser is hereby approved and authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

## ARTICLE VIII

### PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 8.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively

taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 8.3. Provisions Concerning Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the City is not in effect for a particular project, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount authorized by this Ordinance for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

## ARTICLE IX

### DISCHARGE

#### Section 9.1. Discharge.

The Certificates may be defeased, discharged or refunded in any manner now or hereafter permitted by applicable law.

## ARTICLE X

### CONTINUING DISCLOSURE UNDERTAKING

#### Section 10.1. Annual Reports.

(a) The City shall provide annually to the MSRB, in electronic format, accompanied by identifying information as prescribed by the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in or after 2022, financial information and operating data with respect to the City of the general type included in the Official Statement in Tables 1-6 and 8-14, and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part such financial information and operating data, audited financial statements when and if they become available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the rules to the financial statements for the most recently concluded Fiscal Year, or such other accounting

principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

#### Section 10.2. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;

- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.1, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule affected by the 2018 Release.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.1. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 10.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by

the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## ARTICLE XI

### MISCELLANEOUS

#### Section 11.1. Changes to Ordinance.

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of the State.

#### Section 11.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

#### Section 11.3. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

#### Section 11.4. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

#### Section 11.5. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.



Section 11.6. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

*[Signature Page Follows]*

**FIRST AND FINAL 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 \_\_\_\_\_  
COUNCILMAN STOLL \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN TOWNSEND \_\_\_\_\_  
COUNCILMAN PARR \_\_\_\_\_

\_\_\_\_\_  
City Secretary  
City of Tomball, Texas

\_\_\_\_\_  
Mayor  
City of Tomball, Texas

[SEAL]

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §  
COUNTIES OF HARRIS AND MONTGOMERY §

I, the undersigned officer of the City Council of the City of Tomball, Texas, hereby certify as follows:

1. The City Council of the City of Tomball, Texas, convened in a regular meeting on October 3, 2022, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

- |                    |  |
|--------------------|--|
| Lori Klein Quinn   | Mayor                                    |
| John F. Ford       | Mayor Pro Tem and Councilman, Position 1 |
| Mark Stoll         | Councilman, Position 2                   |
| Dane Dunagin       | Councilman, Position 3                   |
| Derek Townsend Sr. | Councilman, Position 4                   |
| Randy Parr         | Councilman, Position 5                   |

and all of said persons were present, except the following absentee(s):\_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. 2022-35

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 THERETO

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

- \_\_\_\_\_ Member(s) shown present voted "Aye."
- \_\_\_\_\_ Member(s) shown present voted "No."
- \_\_\_\_\_ Member(s) shown present abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the above

and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 3<sup>rd</sup> day of October, 2022.

[SEAL]

---

City Secretary  
City of Tomball, Texas

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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

**Background:**

Truth-in-Taxation laws require that, prior to adopting a tax rate, the Council must first ratify the already adopted budget for the ensuing fiscal year and "find" that the proposed tax rate will generate more or less property tax revenue than the concluding year's adopted budget.

The City's proposed tax rate for the FY 2022-2022 Budget is \$0.287248/\$100, which is the Voter-Approval tax rate.

If the proposed tax rate does not exceed the lower of the Voter-Approval or No-New-Revenue tax rates, a public hearing is not required.

After ratifying the FY 2022-2023 budget and finding that the proposed tax rate does exceed the No-New-Revenue Tax Rate and will generate more property tax revenue than the FY 2021-2022 Budget, Council will be asked to vote to approve the First Reading of Ordinance No. 2022-30, adopting the 2022 tax levy and to announce the date for the final vote and adoption of Ordinance No. 2022-30 at a Regular Council Meeting on Monday, October 17, 2022 at 6:00 p.m..

**Origination:** Finance Director

**Recommendation:**

Ratify the FY 2022-2023 budget and find that the proposed tax rate of \$0.287248 does exceed the No-New-Revenue tax rate and will generate more property tax revenue than the FY 2021-2022 budget.

**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 9.23.2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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

**Background:**

\$0.106865 is the recommended allocation of the total tax rate of \$0.287248 to be used to fund the payment of the City's tax-supported debt. Ordinance No. 2022-30, adopting the tax rate for the City of Tomball for FY 2022-2023, will be presented following the approval of the two components of the tax rate.

This item is to adopt only the allocation of \$0.106865 as the designated portion of the tax rate to support the Interest and Sinking (Debt Service) Fund for Fiscal Year 2022-2023, as required by Chapter 26 of the Texas Property Tax Code.

**Origination:** Finance Director

**Recommendation:**

Adopt \$0.106865 as the Portion of the Tax Rate to Fund the Interest and Sinking (Debt Service) Fund for Fiscal Year 2022-2023

**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 9.23.2022 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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

**Background:**

\$0.180383 is the recommended allocation of the total tax rate of \$0.287248 to be used to fund the payment of the City's maintenance and operations. Ordinance No. 2022-30, adopting the tax rate for the City of Tomball for FY 2022-2023, will be presented following the approval of the two components of the tax rate.

This item is to adopt only the allocation of \$0.180383 as the designated portion of the tax rate to support the Maintenance and Operations (M&O) Fund for Fiscal Year 2022-2023, as required by Chapter 26 of the Texas Property Tax Code.

**Origination:** Finance Director

**Recommendation:**

Adopt \$0.180383 as the Portion of the Tax Rate to Fund the Maintenance and Operations (M&O) Fund for Fiscal Year 2022-2023

**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	<u>Katherine Tapscott, CPA</u>	<u>9.23.2022</u>	Approved by	_____	
	Staff Member	Date		City Manager	Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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

**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.

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 9.26.2022 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 \_\_\_\_\_  
COUNCILMAN STOLL \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN TOWNSEND \_\_\_\_\_  
COUNCILMAN PARR \_\_\_\_\_

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 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: September 19, 2022

**Topic:**

Announce 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.

**Background:**

**Origination:** Mayor Klein Quinn

**Recommendation:**

N/A

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

**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

# NOTICE OF MEETINGS TO VOTE ON TAX RATE

A tax rate of \$0.287248 per \$100 valuation has been proposed by the governing body of City of Tomball.

PROPOSED TAX RATE	\$0.287248 per \$100
NO-NEW-REVENUE TAX RATE	\$0.292522 per \$100
VOTER-APPROVAL TAX RATE	\$0.287248 per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for City of Tomball from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval rate is the highest tax rate that City of Tomball may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is not greater than the no-new-revenue tax rate. This means that City of Tomball is not proposing to increase property taxes for the 2022 tax year.

A PUBLIC MEETING TO VOTE ON THE PROPOSED TAX RATE WILL BE HELD ON October 3, 2022 and October 17, 2022, at 6:00 pm at 401 Market Street, Tomball, Texas 77375.

The proposed tax rate is also not greater than the voter-approval tax rate. As a result, City of Tomball is not required to hold an election to seek voter approval of the rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of City of Tomball at their offices or by attending the public meeting mentioned above.

**YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:**

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

**FOR the proposal:** Mayor Lori Klein Quinn  
 Councilmember, Position 2 Mark A Stoll  
 Councilmember, Position 4 Derek Townsend, Sr.

Councilmember, Position 1 John F. Ford  
 Councilmember, Position 3 Dane Dunagin  
 Councilmember, Position 5 Randy Parr

**AGAINST** the proposal: None  
**PRESENT** and not voting: None  
**ABSENT:** None

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Tomball last year to the taxes proposed to be imposed on the average residence homestead by City of Tomball this year.

	2021	2022	Change
<b>Total tax rate (per \$100 of value)</b>	\$0.333339	\$0.287248	decrease of -0.046091, or -13.83%
<b>Average homestead taxable value</b>	\$228,971	\$264,254	increase of 35,283, or 15.41%
<b>Tax on average homestead</b>	\$763.25	\$759.06	decrease of -4.19, or -0.55%
<b>Total tax levy on all properties</b>	\$7,443,729	\$7,590,104	increase of 146,375, or 1.97%

For assistance with tax calculations, please contact the tax assessor for City of Tomball at 713-284-8110 or [tax.office@hctx.net](mailto:tax.office@hctx.net), or visit [www.hctx.net](http://www.hctx.net) for more information.

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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.

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.

**Background:**

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

**Origination:** City of Tomball

**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

**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	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

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***

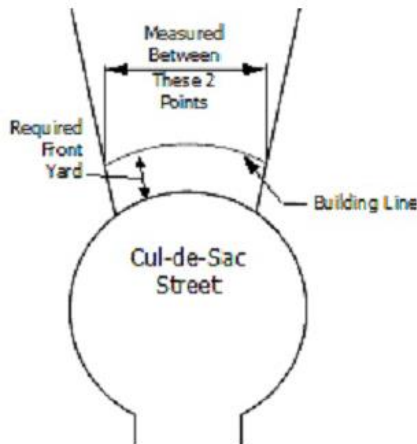


Figure 40-74.1 Measuring Lot Width of a Curved Lot

- 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-

**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).

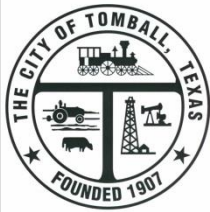
## CERTIFICATION

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).



**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.
- 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:
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    - 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

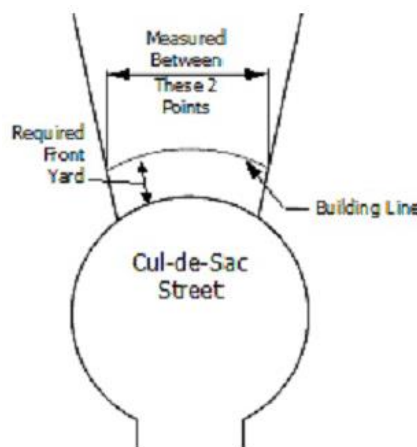


Figure 40-74.1 Measuring Lot Width of a Curved Lot

- 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.
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- 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 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.
  - 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').

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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.

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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.

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 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:**

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

**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 \_\_\_\_\_  
COUNCILMAN STOLL \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN TOWNSEND \_\_\_\_\_  
COUNCILMAN PARR \_\_\_\_\_

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

**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).



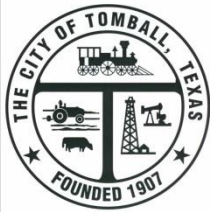
## CERTIFICATION

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).



## 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'.

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Approve amendment to Administrative Policy No. 9, entitled “Procurement Policy & Manual” and authorize participation in certain purchasing cooperatives.

**Background:**

Staff reviewed and updated the current Purchasing and Bidding Policy, which was last updated in August 2020. The proposed Policy reflects current purchasing processes and incorporates best practices. The Policy will be effective October 1, 2022 to align with the 2022-2023 Fiscal Year.

In addition, the Policy includes list of approved Purchasing Cooperatives (Appendix C). It is a best practice for Council to approve the list and authorize the City’s participation in a given cooperative so that quotes, prices, and contracts available through that cooperative can be used.

**Origination:** Finance Department

**Recommendation:**

Staff recommends approval.

**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: # \_\_\_\_\_

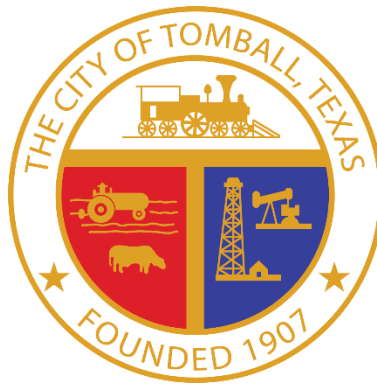
If no, funds will be transferred from account: # \_\_\_\_\_ To Account: # \_\_\_\_\_

**Signed:** Katherine Tapscott, CPA 9-27-22 **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

# **City of Tomball Procurement Policy & Manual**

**Finance Department  
501 James St., Tomball, TX 77375**

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Version 1.0

**Procurement Policy & Manual**  
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# Procurement Policy and Manual

## ARTICLE 1: GENERAL INFORMATION

### 1.1 INTRODUCTION

The City of Tomball Procurement Policy (this “Policy”) is a guide to all those engaged in procurement at the City of Tomball. Updates to this Policy will be documented in **Table 1.2** below. This Policy is available at [www.tomballtx.gov](http://www.tomballtx.gov). If you are unable to find an answer to your question(s) or need additional information not found in this Policy, please contact the Finance Department.

This Policy provides guidance to facilitate the efficient and proper procurement of goods and services, including professional services and public works construction. This Policy guides employees on industry best practices, education, accountability, ethics, impartiality, professionalism, and transparency by:

- Ensuring compliance with local, state and federal laws applicable to procurement and contracting;
- Providing quality customer service to City departments, suppliers engaging with the City and citizens of the City community;
- Obtaining needed goods and services at the best possible price, of the highest quality and at the right time;
- Serving as stewards of the public trust by spending tax dollars wisely, efficiently, and with integrity;
- Providing all suppliers, including Historically Underutilized Businesses, equal access to the City’s competitive processes for the acquisition of goods and services;
- Protecting the interests of City taxpayers by avoiding any undue influence, political pressures and protecting the integrity of the procurement process.

In order to accomplish the above, the City and its customers must partner together to ensure the appropriate planning of needs, timely submission of information, proper execution of responsibilities, compliance with rules and regulations, and commitment to the highest standards of customer service. City officials, directors and employees of the City will strive to provide equitable and competitive access to the City’s procurement process for all responsible suppliers. Further, procurement will be conducted in a manner that promotes and fosters public confidence in the integrity of the City’s procurement process.

### 1.2 ADOPTION AND SUMMARY OF POLICY CHANGES

This Policy was adopted by the City of Tomball City Council on October 3, 2022 and made effective on October 3, 2022. This Policy is reviewed annually for compliance with relevant laws and regulations or for needed updates. Amendments to this Policy are noted below.

<b>Table 1.2</b>		
<b>Summary of Policy Changes</b>		
<b>Amendment No.</b>	<b>Effective Date</b>	<b>Summary of Changes</b>
0	10/03/2022	Baseline policy adopted (Version 1.0)

### **1.3 LAWS AND STATUTES GOVERNING PROCUREMENT**

The City of Tomball is a home-rule city, operating pursuant to [Article 11, Section 5 of the Texas Constitution](#), state law, and the [City Charter](#). In determining procurement practices, the City is governed by applicable federal and state law, the [City Charter](#), [City ordinances](#), and industry best practices, supplemented by City Council resolutions and City policies and procedures.

State of Texas regulations most pertinent to this Policy include, but are not limited to, the Texas Local Government Code (“LGC”) and the Texas Government Code (“GC”). A summary of key applicable Texas regulations affecting procurement at the City is included as **Appendix A**. All applicable Texas regulations, regardless of whether specifically listed in **Appendix A** or within this Policy, shall govern and prevail unless specifically displaced by the particular provisions of this Policy or City Charter, ordinance, or resolution. Further, the principles of law and equity, including applicable provisions in the uniform commercial code of this state, the common law of contracts as applied to this state and law relative to agency, fraud, misrepresentation, duress, coercion, and mistake supplement the provisions of this Policy.

### **1.4 FEDERAL AND STATE REQUIREMENTS**

In addition to applicable Texas and local regulations, the City is bound to comply with various applicable federal and state regulations, depending on the funding source. When purchasing with federal or state grant funds, the Finance Department shall be responsible for verifying that the potential supplier is not on an excluded parties list. In no event shall any vendor be discriminated against on the basis of the vendor’s national origin, race, color, religion, disability, sex or familial status.

### **1.5 APPLICABILITY OF THIS POLICY**

This Policy shall apply to the following:

- Every City procurement except those specific procurements found to be exempt as outlined in **Section 1.6**.
  - Note: Certain procurements exempted from competitive bidding requirements may be required to follow additional procedures outlined in this Policy.
- Contracts where there is no expenditure of public monies or where the City is offering something of value to the business community when the City determines source selection and award of a contract.

## 1.6 GENERAL EXEMPTIONS TO THIS POLICY

[LGC 252.022](#) exempts the following from competitive bidding requirements:

- Emergency procurements, including:
  - A procurement made necessary because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.
  - A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
  - A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- A procurement for personal, professional (see **Article 8**), or planning services.
- A procurement for work that is performed and paid for by the day as the work progresses.
- A purchase of land or right-of-way.
- A procurement of items that are available from only one source (see **Section 6.11**), including:
  - Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.
  - Films, manuscripts, or books.
  - Gas, water, and other utility services.
  - Captive replace parts or components for equipment.
  - Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.
- Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
- A purchase of rare books, papers, or other library materials for a public library.
- Paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements.
- A payment under a contract by which a developer participates in the construction of a public improvement as provided by [Subchapter C, Chapter 212, Municipal Regulation of Subdivisions and Property Development](#).
- Personal property sold:
  - At an auction by a state licenses auctioneer.
  - At a going out of business sale held in compliance with [Subchapter F, Chapter 17, Business and Commerce Code](#).
  - By a political subdivision of this state, a state agency of this state, or an entity of the federal government.
  - Under an interlocal contract for cooperative purchasing administered by a regional planning commission established under [LGC Chapter 391](#).
- Services performed by blind or severely disabled persons.
- Goods purchased by a municipality for subsequent retail sale by the municipality.
- Electricity.
- Advertising, other than legal notices.
- Bonds or warrants issued under [LGC Chapter 571, Subchapter A](#).

- Expenditures described by [LGC Chapter 252.021\(a\)](#) if the governing body of the municipality finds that a method described by [GC 2269](#) provides a better value for the municipality than the procedures described in [LGC Chapter 252](#).

## **1.7 PRECEDENTS AND INTERPRETATIONS**

In the event of any conflict with or need for interpretation with this Policy:

- If there is any conflict between this Policy and a state or federal law, or a rule adopted under a state or federal law, the stricter of the conflicting provisions prevails.
- The masculine, feminine, and neutral genders shall be interpreted to include the other genders as required. The singular and plural shall be interpreted to include the other numbers as required.
- Headings and titles at the beginning of the various sections of this Policy have been included only to make it easier to locate the subject matter covered by that section or subsection are not to be used in interpreting this Policy.

It is the responsibility of the Finance Director, in consultation with the City Attorney, to interpret this Policy. Any questions regarding the Finance Director's interpretation and/or application of this Policy may be addressed with the City Manager, who shall have final authority to resolve any question about any interpretation and/or application of this Policy, except where appeals to the City Council are allowed pursuant to this Policy.

## **1.8 REQUIREMENTS OF GOOD FAITH**

This Policy requires all parties involved in the negotiation, performance, or administration of City contracts to act in good faith.

## **1.9 CONFIDENTIAL INFORMATION**

Confidential or proprietary information shall be designated as follows:

- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld from public record, a statement advising the City of this fact should accompany the submission and the information shall be so identified in a clear and conspicuous manner, wherever it appears.
- Unless otherwise required by law, confidential or proprietary information will not be released until the contract is considered by Council for approval.
- Notwithstanding the above provisions, in the event records marked as confidential are requested under the [Texas Public Information Act \(GC 552\)](#) the City shall follow the Texas Public Information Act unless a protective order, injunctive relief, or other appropriate order from a court of competent jurisdiction, enjoins the release of the records.
- The City shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked confidential or proprietary. Nor shall

the City be in any way financially responsible for any costs associated with securing such an order.

- The City will follow [LGC 252.049](#) regarding confidentiality of information in bids or proposals.

## **1.10 DISCLOSURE OF CERTAIN RELATIONSHIPS BETWEEN CITY OFFICIALS AND VENDORS**

Vendors and local government officials must disclose certain relationships between each other to the City ([LGC 171](#) and [LGC 176](#)). The vendor and the official must file disclosure statements (Forms CIQ or CIS) if the vendor who is contracting or has contracted with the City has:

- A familial relationship with the official; and
- An employment or other business relationship with the official or a family member of the official that results in receiving more than \$2,500 of taxable income over a 12-month period; or
- Given the official or family member of the official one or more gifts that have an aggregate value over \$100 in the 12-month period preceding the date the official becomes aware of the contract or potential contract with the City ([LG 176](#)).

The official is not required to file a conflicts disclosure statement in relation to a gift accepted by the official or family member if the gift is a political contribution as defined by [Title 15 of the Texas Election Code](#) or food accepted as guest.

The official and vendor must file the conflicts disclosure statement with the City Secretary no later than 5:00 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing. A person commits a misdemeanor if the person knowingly violates [LGC 176.003](#). Disclosure statements shall be posted and publicly accessible on the City's website.

Vendors are also required to file disclosure statements for certain relationships and may be subject to other City policies which may be more restrictive than state requirements.

Additionally, a local government official must file an affidavit with the City Secretary disclosing any substantial interest of the official or any family member in a business entity prior to any vote or decision or any matter involving the business entity, and must abstain from any participation in the matter requiring the affidavit ([LGC 171](#)).

## **1.11 PURCHASE OF MATERIALS, EQUIPMENT, AND SUPPLIES FOR PERSONAL USE**

Employees of the City of Tomball cannot use the City's business accounts for personal purchases.

### **1.12 PROCUREMENT OF GOODS AND SERVICES FROM CITY EMPLOYEES AND/OR IMMEDIATE FAMILY MEMBERS**

It is the general policy of the City of Tomball to not enter into contracts for purchases for goods, services, professional services, or public works from employees of the City or members of their immediate family (any person related in the first degree of consanguinity or affinity as determined under [GC 573](#)). Exceptions can be reviewed on a case-by-case basis. Disclosure of this information must be made to the Finance Director, who, in conjunction with the City Manager, has authority to grant the exception. This section does not preclude the City from entering into contracts for purchases for goods, services, professional services, or public works from individuals previously employed by the City.

### **1.13 SEVERABILITY**

If any provision of this Policy or the application of a provision to any person or circumstance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remainder of this Policy and the application of its provisions to other persons and circumstances shall not be affected.



## Procurement Manual ARTICLE 2: DEFINITIONS

### 2.1 Definitions

Definitions not contained specifically within this Policy shall be defined per GC, LGC, or other applicable Texas statutes. Additional definitions are provided in subsequent Sections as needed.

**Advertisement/Notice/Public Notice** means to make a public announcement of the intention to procure goods, services, professional services, or public works.

**Alternative Delivery Method (ADM)** means a method of procuring construction services other than “traditional” competitive bidding. Methods include competitive sealed proposals, design-build, construction manager-agent, construction manager-at-risk, and job order.

**Amendment/Addendum** means a document used to change the provision of a Solicitation.

**Award** means the act of accepting a bid, proposal, or offer; thereby resulting in a contract between the City and a Supplier/Vendor.

**Best and Final Offer (“BAFO”)** means a negotiation technique in which an opportunity is extended to respondents in the RFP process to review their proposals and provide a best and final offer to the City. A BAFO may be sent to all firms, the top firms, or the highest ranked firm, depending on the procurement.

**Best Value** means a method of evaluating price that includes an evaluation based on the total life cycle cost of the item or service. Best value is the best and lowest overall life cycle cost proposal taking into consideration various factors depending on what is being procured.

**Bid** means an offer to contract with an entity, submitted in response to an Invitation for Bid or informal quote.

**Bid (formal)** means a bid that must be submitted in a sealed envelope and in conformance with a prescribed format, to be received and opened on a specific date and at a specific time.

**Bid (informal)** means an unsealed competitive offer conveyed by letter, telephone, email, or other means and under conditions different from those required for formal bidding.

**Bidder, Lowest Responsible** means the bidder submitting the lowest *initial* price and capable of performing the propose contract as the “lowest and responsible” bid.

**Bidder, Responsible** means the bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will also assure good faith performance.

**Bidder, Responsive** means a bidder who has submitted a bid that fully conforms in all material respects to the Invitation for Bid (“IFB”) and all of its requirements, including all form and substance.

**Bidder, Non-resident** means a person whose principal place of business is NOT in the State of Texas, including a contractor whose ultimate parent company or majority owner does NOT have its principal place of business in the State of Texas.

**Bidder, Resident** means a person whose principal place of business is in the State of Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.

**Blanket/Open Purchase Order** means a purchase order issued without unit pricing, limited to a specific amount. An open purchase order is normally used when there is a recurring need for incidental goods, and contains multiple purchases over a period of time.

**Bond, Bid** means a bond submitted with a bid guaranteeing the bidder will proceed with the contract and will replace the bid bond with a contract, performance bond, and/or payment bonds. The bid bond is an instrument used to stop low bidders from underbidding and then withdrawing their bid. A bid bond is not statutorily required but is generally used by the City on public works contracts.

**Bond, Maintenance** means a guarantee that there is no defect in workmanship and/or materials for a specific time period.

**Bond, Payment** means to protect beneficiaries who supply materials or labor to a public works project and have a direct contractual relationship with the contractor. A payment bond is required because materials suppliers and laborers do not enjoy the same lien rights on public projects as they do on private projects. The payment bond requirement essentially replaces the protections afforded by lien rights with protections guaranteed by a surety ([GC 2253](#)).

**Bond, Performance** means to secure the performance and fulfillment of all the undertakings, covenants, terms, conditions, and agreements contained in the contract specifications ([GC 2253](#)).

**Brand Name or Equivalent** means one or more manufacturers’ brand names, with identifying model numbers (or the like), used in a specification to invoke certain quality, performance, and other salient characteristics needed to meet the solicitation requirements.

**Change Order** means a change in plans or specifications after the performance of a contract has initiated, or if it is necessary to increase or decrease the quantity or price of work to be performed or materials, equipment, or supplies to be furnished ([LGC 252.048](#)).

**City** means the City of Tomball, Texas, including all departments, utilities, commissions, and boards comprising the City government.

**City Council** means the City Council of the City of Tomball, Texas.

**City Manager** means the City Manager of the City of Tomball, or the designee of the City Manager, when such designation is necessary and appropriate.

**Commodity** means a tangible item that can be offered for trade.

**Competitive Bidding** means the process that allows available vendors to compete with each other to provide goods or services. ([LGC 252](#); [GC 2269, Subchapter C](#)).

**Competitive Sealed Proposal Process** means the process that allows available vendors to compete with each other to provide goods and services and permits flexibility in product solicitation and negotiation in compliance with [LGC 252](#) or [GC 2269, Subchapter D](#).

**Component Purchases** means a purchase of the component parts of an item that in normal purchasing practices would be made in a single purchase ([LGC 252.062](#)).

**Construction** means the process of utilizing labor and material to build, alter, repair, improve, or demolish any structure, building, or public improvement. Construction does not general apply to routine maintenance, repair, or operation of existing real property.

**Contract** means a legal, binding mutual agreement obligating parties to terms and conditions as outlined. In terms of purchasing, a contract is an agreement in which a buyer and seller agree to specific terms regarding the exchange of goods and services, during a specific time period, at a specific delivery point, for a specific frequency, under specific terms and conditions, at a specific quantity, and/or at a stated price.

**Contract Amendment** means any written alteration in specifications, delivery point, frequency of delivery, period of performance, price, quantity, or other provisions of the contract, accomplished by mutual agreement of the parties to the contract.

**Cooperative Buying Agreement (“Cooperative Contract”, “COOP”, or “Piggyback Agreement”)** means competitively awarded contracts in accordance with Texas statutes, rules, policies, and procedures that have been extended for the use of other government agencies and active cooperative members. A cooperative buying agreement satisfies any state law requiring a local government to competitively source for goods or services. ([GC 791](#); [LGC 252.022\(12\)\(D\)](#)).

**Design-Build Contract** means a project delivery method by which the City contracts with a single entity to provide both the design and construction services for the construction, rehabilitation, alteration, or repair of a facility ([GC 2269, Subchapter G](#)).

**Design Criteria Package** means a set of documents that meets the requirements specified in [Texas Government Code, Chapter 2269, Subchapter G](#). The Design Criteria Package must provide sufficient information to permit a design-build firm to prepare a response to a City request for qualifications and to provide any additional information requested.

**Department** means all City funded departments or divisions, and subdivisions of them, when the purchases are funded even partially with City funds.

**Disaster** means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, extreme heat, other public calamity requiring emergency action, or energy emergency.

**Electronic Signature (“E-Signature”)** means an electronic symbol, text, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

**Emergency Purchase** means a purchase made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the City’s residents or to preserve the property of the City. Such a purchase would be deemed necessary to preserve or protect the public health or safety of the City’s residents and the City’s ability to serve its public would be impaired if purchases are not made immediately.

**Employee** means any City elected official, appointed official, or employee when the purchase is funded even partially with City funds or anyone who acts on behalf of any of them.

**Family** means any person related in the first degree of consanguinity or affinity as determined under [GC 573](#).

**Finance Director** means the Finance Director for the City of Tomball or a designee of the Finance Director. In the event that there is no individual serving as the Finance Director, references to the Finance Director shall mean the Assistant City Manager or a designee of the Assistant City Manager.

**Goods** means any personal property purchased by the City, including equipment, supplies, material, and component or repair parts.

**High Technology Item** means a service, equipment, or good of highly technical nature, including data processing equipment and software; telecommunications, radio, and microwave systems; electronic distributed control systems; and technical services related to those items ([LGC 252.001\(4\)](#) and [252.021\(b\)](#)).

**Historically Underutilized Business (“HUB”)** means a business that is at least 51% owned by an economically disadvantaged group (Asian Pacific American, Black American, Hispanic American, Native American, and/or American woman or veterans who suffered at least 20% service-connected disability), is a for-profit entity that has not exceeded the size standards prescribed by [34 TAC §20.294](#), has its principal place of business in Texas, and has an owner residing in Texas with a proportionate interest that actively participates in the control, operations, and management of the entity’s affairs. See addition information in [GC 2161](#), [34 TAC §20.282](#), and [LGC 252.0215](#).

**Invitation for Bid (“IFB”)** means a solicitation requesting submittal of a bid in response to the required specifications. IFBs are awarded to the lowest responsible bidder meeting the specifications. Price may not be altered or negotiated.

**Invitation for Bid, Best Value (“IFB-BV”)** means a solicitation requesting submittal of a bid in response to the required specifications. An IFB-BV is awarded to the bidder that meets the specifications and provides the best value to the City. Published evaluation criteria are used to determine the best value, which may not be the lowest cost. Price may not be altered or negotiated.

**Invoice** means the document provided by the supplier/vendor requesting payment for goods or services provided.

**Item** means any service, equipment, good, or other tangible or intangible personal property, including insurance and high technology items. This does not include professional services as defined by [GC 2254.002](#).

**Lease** means a contract for the use of real or personal property for a period of time in return for a specified compensation

**Life Cycle Cost** means the total cost associated with buying, owning, and using a physical product or service.

**Local Cooperative Organization** means an organization of governments established to provide local governments’ access to contracts with vendors for the purchase of materials, supplies, services, or equipment.

**Maintenance Services** means routine maintenance, repair, and replacement of existing facilities, structures, or buildings.

**NIGP Commodity/Service Codes** means the standardized national classification codes that identify goods and services.

**Negotiation** means a consensual bargaining process in which multiple parties attempt to reach an agreement on a disputed, or potentially disputed, matter.

**Offer** means a response to a solicitation that, if accepted, would bind the offeror to perform the resulting contract.

**Offeror** means a person or entity who submits a response to an RFP.

**Offeror, Responsible** means an offeror who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will also assure good faith performance.

**Offeror, Responsive** means an offeror who has submitted a proposal that fully conforms in all material respects to the RFP and all of its requirements, including form and substance.

**Official** means any elected or appointed official and any person authorized to act on his or her behalf.

**Person** means an individual, corporation, partnership, limited partnership, Limited Liability Company, association, trust, or other legal entity.

**Personal Services** means those services other than professional services that are performed personally by the individual who contracted to perform them. Personal services are be exempt from the competitive bid process.

**Planning Services** means services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or municipal, county, metropolitan, or regional land areas.

**Pre-Bid/Proposal Conference** means a conference conducted by the City for the benefit of those wishing to submit a response for services or supplies required by the City which is held in order to allow vendors to ask questions about the proposed contract and particularly about the contract specifications.

**Preconstruction Services** means advice during the design phase and does not include manager-agent services.

**Procurement Card (“P-Card”)** means a credit card program for authorized purchases made by the City. See Procurement Card Program for additional information.

**Professional Services** means services performed by an individual or group of individuals who possess the education, professional certification, professional license, and/or professional registration required to perform the service. The service is usually based on intellectual qualifications as opposed to craftsmanship, involves a higher level of knowledge and a higher order or learning, skill, and intelligence. For purposes of [GC 2254](#), services within the scope of the practice, as defined by state law of: accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or services provided with the professional employment or practice of a person who is licensed or registered as a certified public accounting, an architect, a landscape architect, a land surveyor, a physician (including a surgeon), an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, interior designer, or a registered nurse.

**Proposal** means an offer submitted by a supplier in response to an RFP intended to be used as a basis to negotiate a contract.

**Proprietary Information** means information provided in responses to solicitations to which vendor claims ownership or exclusive rights and which may be protected from disclosure under the [Texas Public Information Act, GC 552](#).

**Public Works** means constructing, altering, or repairing a public building or the construction or completion of a public work.

**Purchase** means any kind of acquisition, including by a lease or revenue contract.

**Purchase Order** means a legal contract document for the delivery of goods or services in accordance with the terms of an agreement. A purchase order should include the quantity, price, and delivery instructions. All invoices generated by purchase orders shall be for the amounts stated on the purchase order.

**Qualified Products List** means an approved list of supplies, services, or construction items described by model or catalog numbers (or the like), which prior to competitive solicitation, the requesting City department has determined will meet the applicable specification requirements.

**Receiving Document** means a document provided by the supplier/vendor listing the items shipped and their quantity, often referred to as a packing slip.

**Reciprocal Law (in bid evaluation)** means if a nonresident bidder's home state grants a preference to its resident bidders, an equal penalty is added to the nonresident bidder's proposal when bidding in Texas. The action is opposite; a preference becomes a penalty, but the amount is equal. Texas law prohibits cities from awarding contracts to a non-resident firm unless the amount of such a bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidder's state.

**Request for Information ("RFI")** means an information gathering tool used when a purchaser cannot clearly identify product requirements or specifications.

**Request for Proposal ("RFP")** means a solicitation requesting submittal of a proposal in response to the required scope of services that usually includes some form of a cost proposal. An RFP requires published evaluation criteria. Price may be negotiated with firms to ensure the best value for the organization.

**Request for Qualifications ("RFQ")** means a solicitation requesting a statement of qualifications from individuals or firms which demonstrates competence and qualifications for the type of professional services to be performed at fair and reasonable prices.

**Requisition** means a written request for a purchase order to be made.

**Respondent** means a person or entity which submits a response to a solicitation.

**Responsible** – See Bidder, Responsible or Offeror, Responsible.

**Responsive** – See Bidder, Responsive or Offeror, Responsive.

**Retainage** means the part of a public works contract payment withheld by the City to secure performance of the contract.

**Reverse Auction** means a real-time bidding procedure that is conducted at a pre-scheduled time and Internet location in which multiple suppliers, anonymous to each other, submit bids for designated goods and services ([GC 2155.062\(d\)](#); [LGC 252.021\(a\)\(2\)](#); [LGC 271.906](#)).

**Scope of Work (“SOW”)** means a written description of the contractual requirements for materials or services contained within an RFP. The SOW can be compared to specifications within an Invitation for Bid. The SOW should establish a clear understanding of what is needed, encourage competition, satisfy the departmental need, and provide the best value for the citizens.

**Sealed** means packaged in such a way that nothing can be added or removed.

**Separate Purchase** means separating purchases that normally would be made in a single purchase.

**Sequential Purchase** means making purchases over a period of time that normally would be made in a single purchase.

**Service** means intangible products such as banking, cleaning, consultancy, education, insurance, expertise, or transportation.

**Sole Source** means a good or service available from only one source. The procurement is usually protected by patents, copyrights, secret processes, natural monopolies, or captive replacement parts.

**Solicitation** means the process of notifying prospective vendors of an opportunity to provide goods or services to the City. Depending on circumstances, solicitations may be conducted via telephone, fax, email, mail, or in person.

**Specification** means any description of the physical, functional, or performance characteristics, or the nature of a supply, service, or construction item. A specification includes, as appropriate, a requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

**Specification, Brand Name** means a list of products or services by brand name, model, and/or other identifying specifics to limit the bidding to a single preferred product. Since this type of specification discourages competition, it should not be used unless the item is the only one that will satisfy the City’s requirement. This type of specification is typically used for purchasing replacement parts where only the brand name item will work.

**Specification, Combination** means a specification that includes elements of both design and performance. Some features of each are included to allow a vendor to use ingenuity to meet the performance needs of the City and also require certain necessary design characteristics.



**Specification, Design** means a specification that gives a detailed description of a good or service, including such things as details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients, plus all other details needed by the provided to produce an item of minimum acceptability. Design specifications are usually required for construction projects, custom-produced items, and for many services.

**Specification, Performance** means specifications that are used when the goods and/or services are described in terms of required performance. They may include such details as required power, strength of material, test methods and standards of acceptability, and recommended practices.

**Statement of Work** means the statement outlining the specific services a contracted is expected to perform, generally indicating the type, level, and quality of service, as well as the time schedule required.

**Supplier/Vendor** means a seller of commodities and/or services.

**Procurement Manual**  
**ARTICLE 3: Organization, Authorization, and Responsibilities**

**3.1 General Expenditure Approval Authority**

City contracts, transactions, and expenditures require various levels of approval, dependent upon the total amount of a single transaction/expenditure and a cumulative purchase of goods or services from a particular vendor or in relation to a project.

The general contract/expenditure approval authorities are as follows:

<b>Position</b>	<b>Single Transaction</b>	<b>Cumulative Transactions</b>	<b>Contract Authority</b>
Department Director	May approve single transactions of up to \$5,000 without additional approvals	May approve cumulative transactions of up to \$5,000 with one vendor without additional approvals	No authority to execute contracts/agreements without necessary approvals (See 3.7)
Finance Director	May approve single transactions of up to \$10,000 without additional approvals	May approve cumulative transactions of up to \$10,000 with one vendor without additional approvals	No authority to execute contracts/agreements without necessary approvals (See 3.7)
City Manager	May approve single transactions of up to \$50,000 without additional approvals	May approve cumulative transactions of up to \$50,000 with one vendor without additional approvals	May approve contracts/agreements for service if the total not-to-exceed amount is less than \$50,000
City Council	Approval required for any single transaction of \$50,000 or greater	Approval required for cumulative transactions with one vendor of \$50,000 or greater	Approval required for contracts/agreements if total not-to-exceed amount is \$50,000 or greater

Regardless of the expenditure approval authority, all purchases must follow the appropriate procurement procedures. For example, while a Department Director can approve a single transaction of up to \$5,000, it is required that such expenditure meet any required approvals or procedures required by this Policy or state or federal law prior to such approval.

**3.2 Authority of Finance Director**

In accordance with the City Charter, and by adoption of this Policy, the City Council delegates procurement authority to the Finance Director and the City Manager, or their respective designees. Except as otherwise precluded by state and local law or this Policy, the Finance Director shall

serve as the procurement and contracting authority of the City. The Finance Director shall have full authority to:

- Adopt operational procedures, consistent with this Policy, governing the procurement and management of all goods, services, professional services and public works, including any action that may be delegated by City Council under GC Chapter 2269;
- Procure or supervise the procurement of all goods, services, professional services and public works utilizing any procurement method or procedure as authorized by law;
- Determine which method of procurement provides the best value to the City;
- Utilize any procurement procedure or method for the construction or installation of any public work that is authorized by law;
- Establish guidelines for the management of all inventories of materials belonging to the City;
- Manage the disposal of materials belonging to the City, including the sale, trade or other method of disposal of surplus materials belonging to the City;
- Prepare, issue, revise, maintain, and monitor the use of specifications and scopes of work for goods, services, professional services and public works required by the City; and
- Delegate procurement authority to designees or to any department or official of the City.

The Finance Director may determine in writing that noncompliance with any provision of this Policy is non-substantial and may allow for correction or may waive minor informalities or irregularities. The basis for the decision shall be included in the determination.

### **3.3 Authority of City Manager**

Except as otherwise precluded by state and local law or this Policy, the City Manager shall have the authority to approve or execute:

- Purchases, contracts, and agreements in an amount not to exceed \$50,000, provided funds are budgeted therefore.
- Applications for Title and Tax Exemption Certificates.
- Cooperative purchasing agreements in an amount not to exceed \$50,000.
- Change orders which involve a decrease or increase of up to 25% or \$50,000, whichever is less, provided the total contract expenditure remains within the budgeted amount.
- Emergency purchases as outlined in this Policy, provided that the expenditures are reported to the City Council in writing within 30 days.

The City Manager is not authorized to approve or execute the following *without Council action*:

- A contract or other legal instrument for the purchase of real property, with the exception of the purchase of easements or right-of-way under \$50,000; any condemnation proceeding must be authorized by resolution of the City Council.
- The City's grant of or other action relating to any license or franchise, or other authorization pursuant to its regulatory powers.
- Any contract, contract amendment, or other legal instrument for which approval authority is separately delegated by the City Charter or another section of this Policy.
- Purchases, contracts, and agreements over \$50,000.

### 3.4 Execution of Documents

The Mayor shall, when authorized by the Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts and bonds. The Mayor shall retain the authority to execute such documents, however, by this Policy, the City Council grants the City Manager authority to execute any purchases, contracts, and agreements in an amount not to exceed \$50,000, provided funds are budgeted therefore. The Council may also authorize the City Manager to execute purchases, contracts, and agreements in amounts of \$50,000 or greater by formal action ([City of Tomball Charter, Section 6.08](#)).

### 3.5 Responsibilities of City of Tomball Departments

All City of Tomball departments and employees engaged in the procurement of goods and services must adhere to this Policy and the procedures as outlined and adopted by the City Council. Additional responsibilities of departments are as follows:

- Each department should plan in advance to avoid rush orders and emergency requests.
- Upon approval of the department director, or designee, departments may purchase goods and services of less than \$3,000 directly from a vendor by methods described herein.
- Each department must submit purchase order requisitions as appropriate.
- Departments shall not place orders that exceed \$3,000 without an approved purchase order.
  - Departments do not have the authority to order directly from a vendor without an approved purchase order, nor to negotiate any purchases without the required approvals.
- Department directors may not approve purchases in excess of \$5,000.
- Departments are required to notify the Finance Department of any repetitive cumulative purchases that reach any designated quote or bid threshold.
- Departments are required to allow sufficient lead time for all quoted and solicited actions.
- Anticipated purchases of goods or services over \$50,000 shall be brought to the attention of the Finance Director as soon as the need is identified.
- Each department director shall assume the responsibility of maintaining control of their departmental expenditures, including expenditures on annual contract.
- Departments are encouraged to monitor vendor performance. In the event that a vendor fails to perform in compliance with specifications, departments should notify the Finance Department as soon as possible.
- Departments are responsible for working with the City Attorney to develop service contracts, if applicable. Departments are responsible for obtaining all required contract signatures, and for monitoring their contracts to ensure contracts are renewed or bid prior to expiration dates.
- Pursuant to [GC Chapter 2270](#), departments are responsible for verification on the Texas Comptroller of Public Accounts' website that the vendor:
  - Does not boycott Israel, as defined by [GC 808.001](#); and
  - Will not boycott Israel during the term of the contract.

- This requirement does not apply to sole proprietorships, companies with fewer than ten employees, or contracts that are less than \$100,000.00.
- Pursuant to [GC 2252, Subchapter F](#), departments are responsible for verification that the vendor is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

### **3.6 Responsibilities of the Finance Department**

In order to facilitate the efficient procurement of goods and services, the Finance Department will:

- Enforce the policy and procedures outlined in this Policy or as directed by the City Manager or designee;
- Investigate and analyze research done in the field of purchasing, in an effort to keep abreast of current developments in the fields of purchasing, price, market conditions, and new products;
- Join with other governmental agencies in cooperative purchasing plans when it is in the best interest of the City;
- Coordinate, organize, and assist departments in the specification writing process to ensure that specifications are written concisely and are not written in an exclusive manner;
- Advertise competitive solicitations to ensure compliance with competitive bidding statutes;
- Combine purchases of similar items whenever possible to allow for better pricing and establish a more competitive atmosphere; and
- Conduct purchasing training for employees who process purchase order requisitions, conduct receiving, approve purchase orders, and/or develop specifications. Additionally, individual training by the Finance Department is available at the request of departments.

### **3.7 Authority to Financially Bind the City**

Unless delegated by the City Council and authorized by the City Manager, no City of Tomball employee is authorized to contractually bind the City. Binding the City may include, but not be limited to, verbal orders for goods and services, signing contractual documents, placing online orders, making verbal or written commitments of any type that financially commit the City. Unauthorized staff who attempt to bind the City of Tomball financially, or violate this Policy, may be subjected to disciplinary action.

**Procurement Policy**  
**ARTICLE 4: PROCESSES AND INTERNAL CONTROLS**

**4.1 The Purchasing Process (In General)**

The following sections outline process and internal controls related to the procurement of goods and services. Specifically, this article includes areas, such as the purchase of vehicles and equipment and technology purchases, where additional approvals may be necessary. An important part of the procurement process is the management of internal controls to ensure purchases are made in accordance with Policy, funds are fully accounted for, and timely payments are made to suppliers. The purchase order process provides the mechanism through which the City can manage the procurement process and ensure purchases are in compliance with this Policy and applicable law.

**4.2 Additional Approvals for Purchases of Vehicles and Equipment**

All equipment and vehicle purchases must be processed through the Finance Department. Specifications must be forwarded to the Finance Director, or designee, who will be responsible for soliciting bids and authorizing the purchase of vehicles and equipment as approved by either the City Manager or City Council. Approval of the department director is required and approval by the City Council is required if the purchase exceeds \$50,000.

The process for the purchase of equipment and vehicles is outlined in **(Exhibit H)**.

**4.3 Additional Approvals for Technology Purchases**

The purchase of all technology items, including hardware and software, requires the advance approval of the Information Technology Department. Technology items include:

- A service related to the automation of a technical system, including computer software or a computer;
- A telecommunications apparatus or device that serves as a component of a voice, data, or video communications network for transmitting, switching, routing, multiplexing, modulating, amplifying, or receiving signals on the network; and
- Technical services related to such goods and equipment.

**4.4 Prepayments and Advance Payments**

Generally, prepayment or advance payments are not authorized for any purchases of supplies, materials, equipment, or services, unless specifically approved in writing by the Finance Director (\$3,000 or below) or City Manager (\$3,001 to \$50,000). Exceptions to this include: training and travel expenses per the City of Tomball Travel Policy.

#### **4.5 Reimbursement of City Officials and Employees**

Upon approval received from the Finance Director, prior to purchase, reimbursements may be processed for certain goods or services, ONLY in instances where sufficient time may not allow approval through the purchase order process. Instances where prior approval were not authorized, may be cause for non-payment of the request.

All reimbursements are processed following the Request for Reimbursement Form (**Exhibit B**), and must include support showing that the Finance Director approved the expenditure prior to purchase.

The Finance Department will review submitted Request for Reimbursement forms and either acknowledge that the request may move forward in processing; or, if discrepancies are found, advise that the form be returned to the requesting division to correct or process through the purchase order process.

This section does not apply to reimbursements of travel expenses per the City of Tomball Travel Policy.

#### **4.6 Purchase Orders and Requisitions**

Purchase orders (PO's) are required for all purchases in excess of \$3,000, unless otherwise exempt as indicated below. Purchase order requisitions must be approved prior to making a purchase. Purchase order requisitions may be submitted for purchases under \$3,000, but are not required. Departments may use a P-card or check request for purchases under \$3,000 so long as the purchase complies with this Policy, the Procurement Card Policy, and other applicable policies or regulations.

Purchase Orders are NOT required for all purchases. Items that do not require a purchase order and may be paid with a P-Card or check request are:

- Catered event fees;
- Election fees;
- Membership or professional association dues and fees;
- Payroll and benefit payments;
- Periodicals;
- Postage;
- Registration fees;
- Regulatory fees;
- Subscriptions;
- Travel expenses;
- Tuition;
- Utilities; and
- Other fees as approved in advance in writing by the Finance Director.

The procedure for purchase order requisitions is included in **(Exhibit C)**.

#### **4.7 Procedures for Processing Payments**

The Finance Department shall be responsible for the processing of all payments for the City of Tomball. Invoices received by noon on Tuesday will have payments processed by Friday. The City will maintain as its goal to make payment on or before the due date. Checks shall be signed with dual signatures by the City Manager and City Secretary. In situations that the City Manager is absent, the Mayor or Pro-Term can sign in lieu of.

#### **4.8 Verification of Compliance**

The Finance Department will verify that the New Vendor Form, W-9 and ACH Payment Authorization, if applicable, is complete and accurate before any payments are processed. If additional information is needed, the Finance Department will contact the individual originating the purchase.

#### **4.9 Funds Verification**

The Finance Director or his/her designee shall:

- Charge all purchase orders, requisitions, contracts, and salary and labor allowances to the appropriate account; and
- Certify the budget contains an ample provision for the obligations and that funds are or will be available to pay each obligation when due.

The amount allocated in the budget may not be used for any other purpose unless an unexpended balance remains in the account after full discharge of the obligation or unless the obligation is canceled in writing by the City Council.



**Procurement Policy**  
**ARTICLE 5: VENDOR SETUP**

**5.1 New Vendors**

The New Vendor Form must be completed for each new vendor added to the City’s financial management software. The Form requests important information about the vendor to ensure accurate, timely payment and reporting data. The Vendor must attach a completed W-9 with the Form. Any new vendor invoice submitted for payment that does not have a New Vendor Form will not be processed for payment. The individual originating the purchase will be contacted to obtain additional information. See **Exhibit D** for New Vendor Forms.

**5.2 Insurance Certificates**

Contractor shall provide a Certificate of Insurance to the City of Tomball as evidence of the required insurance coverage before work commences.

The City of Tomball will maintain the required insurance coverage until all contract work is accepted by the City. Liability Insurance shall be kept for five (5) years following the City’s acceptance of work.

**5.3 Tax Exemption**

As a tax-exempt municipal government agency, the City of Tomball does not pay sales tax. Any government official or employee entering into a purchasing transaction is expected to notify vendors of the City’s tax exempt status and provide a copy of the tax exemption certificate, should the vendor require such documentation.

## Procurement Policy

### ARTICLE 6: METHODS AND THRESHOLDS FOR SOURCE SELECTION (GOODS AND SERVICES)

#### 6.1 General Information

The following sections outline the methods of source selection available to procure goods and services for the City. They also establish when each method may be used, the key requirements of each method, the manner of the award, and the authority to award. Purchase requirements shall not be divided so as to constitute a micro purchase or small purchase under this section.

#### 6.2 Micro Purchases (Under \$3,000)

A micro purchase is a purchase of goods and services under \$3,000. A micro purchase is an informal purchase and may be solicited through a Request for Quotation (RFQ) process. A minimum of one RFQ is required to process a purchase order. Whenever possible, quotes should be solicited from local service and supply providers. RFQs may be issued to suppliers by departments. A response to a RFQ may be an electronic or a hard copy quote. P-Cards may be used to source micro purchases and shall be done in compliance with the Tomball Procurement Card Manual. Before making a purchase, active contracts should be reviewed to verify desired products or services are available to purchase on contract.

The issuance of sequential purchases, component purchases, or separate purchases to circumvent the formal competitive process is a violation of state law and may be cause for disciplinary action.

#### 6.3 Small Purchases (Between \$3,000 and \$50,000)

A small purchase is a purchase for goods and services between \$3,000 and \$50,000. A small purchase is an informal purchase and may be solicited through a Request for Quotation (RFQ) process. RFQs may be issued to suppliers by the user department, or the department may work with the Finance Department to issue the RFQ. Unlike micro purchases, small purchases require three quotes whenever practicable. The RFQ and quotes may be in electronic or hard copy format.

The following requirements apply to small purchases:

- The opportunity to quote should be extended to at least two (2) HUBs registered in Harris County.
  - The state maintains a database of HUBs at [www.window.state.tx.us/cmb/index.html](http://www.window.state.tx.us/cmb/index.html).
  - If no HUBs are registered in Harris County, the small purchase is exempt from this requirement.
  - A non-response quotation is considered a quotation for this purpose provided the HUB was given a reasonable time (three to five business days) to respond.
  - Exceptions to this guideline may include sole source or emergency purchases.

- Departments are encouraged to consult with the Finance Department for assistance in locating suppliers when they are unable to obtain at least three price quotations.
- All departments should work to promote fair and open competition for every purchase and to secure the best value and the highest quality goods or services at the lowest possible cost.
- Quotations received from suppliers/vendors shall not be divulged to other bidders until after the award has been made.
- Before making a purchase, active contracts should be reviewed to verify desired products or services are not available to purchase on contract.

The issuance of sequential purchases, component purchases, or separate purchases to circumvent the formal competitive process is a violation of state law and may be cause for disciplinary action.

#### **6.4 Authority and Award for Micro and Small Purchases**

Award of micro and small purchases shall be made to the responsible respondent, whose offer is most advantageous to the City and conforms in all material respects to the micro and small purchase requirements. The associated documentation shall be maintained by the department as a public record.

The Finance Director must approve micro and small purchases and will be responsible for issuing a purchase order for the good or service, unless otherwise authorized in this Policy or unless authorization to purchase with a P-Card has been provided by the Finance Department through issuance of a P-Card.

#### **6.5 Formal Sourcing Methods for Goods and Services (Over \$50,000)**

The purchase of goods and services over \$50,000 shall be made through one of the following sourcing methods, unless excepted or determined by the Finance Director to use alternate method:

- Competitive Bidding
  - Invitation for Bid (IFB). or
  - Invitation for Bid-Best Value (IFB-BV)
- Competitive Sealed Proposals
  - Request for Proposals (RFP)

Formal sourcing methods are managed by the Finance Department, with the assistance of the appropriate department(s). Exceptions to the formal sourcing models are listed in **Section 1.6** of this Policy or as authorized by [LGC 252.022](#).

#### **6.6 Competitive Sealed Bids – Invitation for Bid; Lowest Responsible Bidder.**

##### *Application of Method*

Competitive Sealed Bids shall be solicited through an IFB. The IFB shall include specifications, any applicable criteria, and the City’s terms and conditions.

### Pre-Qualification

A pre-qualification process may be conducted prior to the issuance of an IFB in order to establish a list of qualified bidders, although it is not required. If a pre-qualification process is used, the City shall only consider bids that are submitted from pre-qualified bidders.

### Public Notice

All IFBs are required to advertise a notice of the date, time, and place at which bids will be publicly opened and read aloud. The legal notice must be published at least once a week for two consecutive weeks in a newspaper published in the municipality.

Notice of the IFB shall also be electronically posted and the IFB shall be made available for public inspection.

The first published notice shall be made before the fourteenth (14<sup>th</sup>) day before the date set for the opening of bids. If the opening date changes, notice shall be made before the fourteenth (14<sup>th</sup>) day before the new opening date. The public notice shall state the place, date, and time of bid opening.

### Bid Opening

Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the IFB.

An attendance sheet will be provided at the bid opening and all attendees will be required to provide their name.

At the time of bid opening, the name of each bidder and the amount of each bid, as well as other relevant information as determined by the Finance Director to be appropriate, shall be recorded. Unless otherwise determined by the Finance Director, this record shall be open to public inspection.

In the event no attendees are present for bid opening, the sealed bids shall be opened by the Finance Department, or designee, and a “bid” or “no bid” may be recorded on the tabulation sheet. The bid may then be given to the appropriate person for recorded. The attendance sheet will indicate that there were no attendees present.

After a notice of intent to award is issued, or in the absence of a notice of intent to award, after final execution of the contract, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with this Policy (See Section 1.9).

### Bid Evaluation

Bids shall be evaluated based on the requirements set forth in the IFB, which may include criteria to determine acceptability such as inspection, testing, safety, quality, workmanship, delivery, and suitability for a particular purpose. The IFB shall set forth the criteria to be used. No criteria may be used that is not set forth in the IFB.

### Corrections or Withdrawals Before Bid Opening

Bids may be withdrawn at any time prior to the bid opening. Bids may be modified at any time prior to the due date and time, and mistakes discovered before bid opening may be modified by written notice received by the Finance Department prior to the time set for bid opening.

### Mistakes and Withdrawals After Bid Opening & Cancellation of Awards

A bid that has been opened may not be modified for the purpose of correcting an error in the bid price. Mistakes discovered after bid opening but before bid award may be withdrawn only to the extent that the bidder can show that the mistake is of so great a consequence that to enforce the bid as made would be unconscionable, the mistake relates to a material feature of the bid, and the withdraw does not result in prejudice to the City except for the loss of the bargain. After bid opening but before bid award, modifications to bid provisions (other than pricing) made by mistake may be permitted by the City if not prejudicial to the interest of the City and does not provide an unfair advantage to a bidder.

All decisions to permit the correction or withdrawal of bids, or to cancel awards based on bid mistakes, shall be supported by a written determination made by the Finance Director. Only the City Council may reject any and all bids.

## **6.7 Competitive Sealed Bids – Invitation for Bid-Best Value**

### Application of Method

As an alternative to the IFB defined in Section 6.6, an IFB-BV may be solicited based upon a best value analysis provided that the criteria for analysis was included in the IFB-BV. In determining the best value for the City, the City may consider the following evaluation criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with HUBs and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

All other conditions of the IFB process outlined in Section 6.6 shall apply for the IFB-BV.

## **6.8 Award and Approvals for IFB and IFB-BV Procurements**

This section outlines the process for the award and approval of IFB and IFB-BV procurements.

Award of Invitation for Bid

Award of an IFB shall be made by appropriate notice to the lowest responsive, responsible bidder whose bid conforms in all material respects to requirements and criteria set forth in the IFB.

Award for Invitation for Bid-Best Value

Award of the IFB-BV may be awarded on best value analysis provided that the criteria for analysis was included in the IFB-BV. The contract shall be awarded by appropriate written notice to the responsive, responsible bidder whose bid is determined to be the best value to the City and that conforms in all material respects to requirements and criteria set forth in the IFB-BV.

Low Tie Bids

If there are two (2) or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria and that meet all the requirements and criteria set forth in the invitation for bids, award must be made to a resident of the City, otherwise shall be made by the casting of lots.

Award Approvals

Awards of IFBs and IFB-BVs shall be routed to the City Manager, or designee, for review. The award of all IFBs and IFB-BVs of \$50,000 or more shall be approved by City Council.

**6.9 Competitive Sealed Proposals – Request for Proposals**

Application of Method

Competitive sealed proposals shall be solicited through an RFP. The RFP shall include a scope of work, applicable evaluation criteria, terms and conditions.

Pre-Qualification

A pre-qualification process may be conducted prior to the issuance of an RFP in order to establish a list of qualified offerors. In the event a pre-qualification process is used, the City shall only consider proposals that are submitted from pre-qualified offerors.

Public Notice

Notice of RFP shall set forth the date, time, and place upon which the proposals will be due. Legal notice must be published at least once a week for two (2) consecutive weeks in a newspaper published in the municipality.

Notice shall be electronically posted and the RFP shall be available for public inspection.

The first published notice shall be made before the fourteenth (14th) day before the date set for the opening of bids. If the opening date changes, notice shall be made before the fourteenth (14th) days before the new opening date.

Receipt of Proposals

Unless otherwise required by law or the RFP, proposals shall not be opened or handled in a manner as to permit disclosure of the contents of any proposal to competing offerors. Proposals shall be

open for public inspection after the contract is awarded, except to the extent that the withholding of information is permitted or required by law such as trade secrets and confidential information. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portions in accordance with this Policy.

#### Correction or Withdrawal of Proposals Before Proposal Opening

Proposals may be withdrawn at any time prior to the proposal opening. Proposals may be modified at any time prior to the due date and time, and mistakes discovered before proposal opening may be modified by written notice received by the Finance Department prior to the time set for proposal opening.

#### Revisions, Mistakes and Withdrawals After Proposal Opening & Cancellation of Awards

The City may permit revisions to proposals after submission and before the award of the contract to obtain the best final offers. A proposal that has been opened may not be modified by the offeror for the purpose of correcting an error in the price. Mistakes discovered after proposal opening but before award may be withdrawn only to the extent that the offeror can show that the mistake is of so great a consequence that to enforce the proposal as made would be unconscionable, the mistake relates to a material feature of the proposal, and the withdraw does not result in prejudice to the City except for the loss of the bargain. After proposal opening but before award, modifications to proposal provisions (other than pricing) made by mistake may be permitted by the City if not prejudicial to the interest of the City and does not provide an unfair advantage to an offeror.

All decisions to permit the withdrawal of a proposal after opening shall be supported by a written determination made by the Finance Director. Only the City Council may reject any and all proposals.

#### Evaluation Criteria

The RFP shall state the criteria to be used in the evaluation of the proposals and shall include their relative importance. No other factors or criteria may be used in the evaluation. City Council designates authority to the Finance Department to select evaluation criteria in accordance with GC 2269 Subchapter D or LGC 252.

#### Evaluation Committee

A committee may be formed to evaluate each proposal using the criteria as defined within the RFP. The use of a committee is recommended for complex, large expenditures, or when multiple proposals are received. This committee will consist of a diverse group of City staff, and consultants when applicable. Committee members are selected by the using department and/or Finance on the basis of their knowledge of the particular project being developed and/or of their knowledge of the particular field involved. Finance participates, as a non-voting member, to provide oversight, guidance, and assistance as needed.

Finance may remove evaluation team members if a conflict of interest arises. Conflict of Interest disclosure statement (**Exhibit I**) must be documented and detail of such conflict should be provided to the Department Head of the using department, the Assistant City Manager, and the City Manager.

### Discussion with Offerors

Discussions, or negotiations, may be conducted with offerors in accordance with the terms of the RFPs and this Policy, which constitutes regulations adopted by the City Council under GC 2269 and LGC 252.042(b). Offerors shall be accorded fair and equal treatment in conducting discussions and revision of proposals, and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Negotiations may occur as follows:

- Concurrent Negotiations
  - Negotiations may be conducted concurrently with offerors for the purpose of determining source selection and/or contract award.
- Exclusive Negotiations
  - Exclusive negotiations may be conducted with the offeror whose proposal is determined in the source selection process to be most advantageous to the City considering the relative importance of price and other evaluation factors included in the RFP. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. If exclusive negotiations are conducted and an agreement is not reached, the City may enter into exclusive negotiations with the next highest ranked offeror or concurrent negotiations without the need to repeat the formal solicitation process.

## **6.10 Award and Approvals for Requests for Proposals**

### Contract Award

Contract award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria set forth in the RFP. The contract file shall contain the basis in writing on which the award determination is made.

### Award Approvals

Awards of RFPs shall be routed to the City Manager, or designee, for review. The award of all RFPs of \$50,000 or more shall be approved by City Council.

## **6.11 Sole Source Procurement**

### Application of Method

A sole source procurement is the acquisition of a good, service, professional service or public work in which there is only one source.

The department requesting a sole source procurement shall provide written evidence to support a sole source determination. A sole source written justification form (**Exhibit E**), signed by the department director and the Finance Director, is required, explaining and fully describing the conditions which make the supplier the only source for a given commodity or service. Written documentation may include documentation from the manufacturer of the product or service provider on company letterhead as evidence to the sole source nature of the product or service.



Sole source procurements may include, but are not limited to:

- patents, copyrights, secret processes, or natural monopolies;
- films, manuscripts, or books;
- gas, water, and other utility services;
- captive replacement parts or components for equipment;
- books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
- management services provided by a nonprofit organization to a municipal museum, park, zoo, other facility to which the organization has provided significant financial or other benefits;

#### Negotiation and Award

The Finance Director may require that negotiations are conducted as to price, delivery and terms. The Finance Director may require the submission of cost or pricing data in connection with an award under this Section.

Sole source procurement shall be avoided, except when no available alternative sources exist. The sole source justification form shall be maintained as a public record.

Sole source procurements require the approval of the City Council for purchases over \$50,000.

## **6.12 Emergency Purchases**

#### Application of Method

Notwithstanding any other provisions of this Policy, the City Manager, Assistant City Manager, or Finance Director may make or authorize others to make emergency procurements of goods, services, professional services or public works when a public calamity requires immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality, or to protect public health, welfare, or safety, or necessary because of unforeseen damage to public machinery or property.

The department requesting an emergency procurement shall provide written evidence and justification to support an emergency determination by completing the Emergency Purchase Justification Form (**Exhibit F**). An emergency procurement shall be limited to those goods, services, professional services or public works necessary to satisfy the emergency need.

#### Negotiation and Award

The Finance Director may require that negotiations are conducted as to price, delivery, and terms. The Finance Director may require the submission of cost or pricing data in connection with an award under this Section.

Emergency procurements shall be avoided, except when no reasonable alternative approach exist. A written determination by the department director of the basis for the emergency procurement and for the selection of the particular contractor and signed by the Finance Director and City

Manager or Assistant City Manager, shall be maintained as a public record. The determination and the award shall be made in accordance with internal departmental procedures ensuring that the procurement is fair, honest, and prudent, is a wise exercise of discretion, and is in the public interest.

All emergency purchases over \$50,000 shall be reported in writing to the City Council at the next regular meeting following the emergency purchase.

### **6.13 Competitive Reverse Auction – Invitation to Reverse Auction**

#### Application of Method

A Reverse Auction is solicited with an Invitation to Reverse Auction (“ITRA”). The ITRA shall be issued and shall include specifications and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.

#### Pre-Qualification

A prequalification process may be conducted prior to the issuance of an ITRA in order to establish a list of qualified bidders. In the event a prequalification process is used, the City shall only consider bids that are submitted from prequalified bidders.

#### Public Notice

Notice of the ITRA shall be electronically posted and the ITRA shall be available for public inspection not less than fourteen (14) days prior to the date set forth therein for the close of the auction. A shorter time may be deemed necessary for a particular procurement as determined in writing by the Procurement Director. The public notice shall state the location of the internet website hosting the reverse auction.

#### Bid Acceptance

Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy.

#### Bid Evaluation

Bids shall be evaluated based on the requirements set forth in the ITRA, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The ITRA shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the ITRA.

#### Correction or Withdrawal of Bids Before Auction Closing

Bids may be withdrawn at any time prior to the auction closing. Bids may be modified at any time prior to the auction closing, and mistakes discovered before auction closing may be modified by written notice received in the Finance Department prior to the time set for auction closing.

#### Mistakes and Withdrawals After Auction Closing & Cancellation of Awards

After auction closing, a bid may not be modified for the purpose of correcting an error in the bid price. Mistakes discovered after auction closing may be withdrawn only to the extent that the

bidder can show that the mistake is of so great a consequence that to enforce the bid as made would be unconscionable, the mistake relates to a material feature of the bid, and the withdraw does not result in prejudice to the City except for the loss of the bargain. After auction closing but before bid award, modifications to bid provisions (other than pricing) made by mistake may be permitted by the City if not prejudicial to the interest of the City and does not provide an unfair advantage to a bidder.

All decisions to permit the correction or withdrawal of bids, or to cancel awards based on bid mistakes, shall be supported by a written determination made by the Finance Director.

#### Contract Award

The contract shall be awarded by appropriate notice to the lowest responsible bidder whose bid conforms in all material respects to requirements and criteria set forth in the ITRA.

### **6.14 Cancellation of Solicitations**

#### General

An IFB, IFB-BV, RFP, RFQ, ITRA or other solicitation process defined in this Policy may be cancelled prior to opening or after opening when it is in the best interest of the City.

#### Cancellation of Solicitations Prior to Opening

As used in this Section, "opening" means the date and time set for opening of bids, receipt of statements of qualifications, or receipt of proposals in competitive sealed proposals, or in the case of a reverse auction, means the date and time set for the auction close.

Prior to opening, a solicitation may be cancelled in whole or in part when the Finance Director determines that such action is in the City's best interest for reasons including but not limited to:

- The City no longer requires the materials, services, or construction;
- The City no longer can reasonably expect to fund the procurement;
- Proposed amendments to the solicitation would be of such magnitude that a new solicitation is in the best interest of the City; or
- It is otherwise not advantageous to the City.

When a solicitation is cancelled prior to opening, notice of cancellation shall:

- Identify the solicitation;
- Briefly explain the reason for cancellation; and
- Where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar materials, services, or construction.

#### Cancellation of Solicitation After Opening but Prior to Award

After opening but prior to award, a solicitation must be formally rejected by City Council if the lowest bid or proposal was more than \$50,000.

### Documentation

The reasons for cancellation shall be made a part of the procurement file and shall be available for public inspection.

## **6.15 Rejection of Individual Bids, Proposals, Statements of Qualifications or Reverse Auction**

A bid may be rejected if:

- The bidder is determined to be not be a responsible bidder pursuant to this Policy;
- The bid is cancelled after opening;
- The bidder is not responsive in accordance with this Policy;
- The proposed price exceeds available funds or is unreasonable; or
- It is otherwise not advantageous to the City.

A proposal, statement of qualifications, or reverse auction bid may be rejected if:

- The person responding to the solicitation is determined to not be responsible pursuant to this Policy (responsibility of bidders, offerors and respondents);
- The proposal, statement of qualifications, or reverse auction bid is cancelled;
- It is not responsive pursuant to this Policy;
- The proposed price exceeds available funds or is unreasonable; or
- It is otherwise not advantageous to the City.

City Council must approve any rejections of bids, proposals or statements of qualifications if the lowest bid or proposal was over \$50,000. The reasons for rejection shall be made a part of the procurement file and shall be available for public inspection.

## **6.16 Responsibility of Bidders, Offerors, and Respondents**

### Findings of Non-Responsibility

If a bidder, offeror, or respondent who otherwise would have been awarded a contract is found not responsible, a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the Finance Director. The unreasonable failure of a bidder, offeror, or respondent to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a finding of non-responsibility with respect to such bidder or offeror. The written finding shall be made part of the contract file and be made a public record.

### Right of Non-Disclosure

Confidential information furnished by a bidder, offeror, or respondent in response to an inquiry of responsibility pursuant to this Policy shall not be disclosed by the City outside of the department, using agency, or individuals involved in the evaluation process without prior written consent by the bidder, offeror, or respondent unless required to be disclosed in accordance with GC 552. Confidential information shall be identified and managed in accordance with this Policy. See also [LGC 252.049](#).

### Factors for Determination of Responsibility

Factors to be considered in determining if a prospective contractor is responsible include:

- The proposed contractor's financial, physical, personnel or other resources, including subcontracts;
- The proposed contractor's record of performance and integrity;
- Whether the proposed contractor is qualified legally to contract with the City;
- Whether the proposed contractor supplied all necessary information concerning its responsibility; and
- Safety record of the contractor.

### Safety Record Evaluation

Pursuant to [LGC 252.0435](#), the City Council adopts the following criteria for determining the safety record of a bidder to determine whether a bidder is responsible. The City may consider the safety record of the bidders in determining the responsibility thereof. The City may consider any incidence involving worker safety or safety of the residents of the City, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider:

- Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the bidder for violations of OSHA regulations within the past three (3) years.
- Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years.
  - Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of Health (TDH), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States.
  - Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- Convictions of a criminal offense within the past ten (10) years, which resulted in bodily harm or death.
- Any other safety related matter deemed by the City Council to be material in determining the responsibility of the bidder and the ability of the bidder to perform the services or goods required by the bid documents in a safe environment, both for the workers and other employees of bidder and the residents of the City, and such determination should not be arbitrary or capricious.

### Responsibility Criteria

The Finance Director may establish specific responsibility criteria for a particular procurement. Any specific responsibility criteria shall be set forth in the solicitation

### **6.17 Bid and Contract Security for Material or Service Contracts**

The Finance Director may require the submission of security to guarantee faithful bid and contract performance. In determining the amount and type of security required for each contract, the Finance Director shall consider the nature of the performance and the need for future protection to the City. The requirement for security must be included in the solicitation. Failure to submit security in the amount and type of security required may result in the rejection of the bid or proposal. See also [GC 2253](#) (payment and performance bonds).

### **6.18 Multi-Term Contracts**

Unless otherwise provided by law, a contract for goods, services, professional services or public works may be entered into for any period of time deemed to be in the best interest of the City, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies

### **6.19 Right to Inspect and Right to Audit Records**

The City may, at reasonable times, inspect the part of the plant or place of business of a contractor, consultant or any subcontractor or subconsultant that is related to the performance of any contract awarded or to be awarded by the City. The City may, at reasonable times and places, audit the books and records of any person who submits cost or pricing data as provided in this Policy to the extent that the books and records relate to the cost or pricing data. Any person who is awarded a contract, change order or contract modification for which cost, or pricing data is required shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless otherwise specified in the contract. The City is entitled to audit the books and records of a contractor, consultant or any subcontractor or subconsultant under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contractor or consultant, and by the subcontractor or subconsultant for a period of three (3) years from the date of final payment under the subcontract, unless otherwise specified in the contract. All contractors, consultants, subcontractors, and subconsultants participating in City contracts are required to cooperate fully and promptly with the City in reviews, investigations and other requests for information that are related to the performance of any contract awarded or to be awarded by the City.

## **6.20 Reporting of Anticompetitive Practices**

If for any reason collusion or other anticompetitive practices are suspected among any bidders, offerors, or respondents, a notice of the relevant facts shall be transmitted to the Finance Director and the City Attorney. This Section does not require a law enforcement agency conducting an investigation into such practices to convey such notice to the Finance Director.

## **6.21 Prospective Vendor Database**

The Finance Department shall maintain a prospective vendor database. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a City contract. Persons desiring to be included in the prospective vendor database may register with the City electronically. The City may remove a person from the prospective vendor database if it is determined that inclusion is not advantageous to the City. It shall be the vendor's sole responsibility to ensure that vendor registration information is current and active.

## **6.22 Certificate of Interested Parties**

In 2015, the Texas Legislature adopted House Bill 1295, which added GC Section 2252.908. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Potential bidders and offerors interested in doing business with the City must submit a disclosure of interested parties to the City prior to receiving a contract award by the City Council. The business entity must complete the Form 1295 by the Texas Ethics Commission ([www.ethics.state.tx.us](http://www.ethics.state.tx.us)) and file the form with the City and online. The City must notify the Texas Ethics Commission not later than the thirtieth (30<sup>th</sup>) day after the date the contract binds all parties to the contract.

The Texas Ethics Commission has made available FAQs regarding Form 1295 on its website at [www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php#Q1](http://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php#Q1).

## **6.23 Electronic Signature and Receipt of Bid and Proposals Policy**

The City may elect to utilize e-signatures for certain contracts or transactions, when allowed by law. The use of electronic signatures, in accordance with the policy, are legally binding and equivalent to handwritten signatures. The City may accept electronic bids and proposals for formal solicitations. The City has adopted a policy to ensure the identification, security, and

confidentiality of electronic bids and proposals, and to ensure that all electronic bids or proposals remain effectively unopened until the proper time. This policy does not prohibit the submission of hard copy (paper) bids and proposals.

#### **6.24 Contract Form and Execution**

All contracts entered into under this Policy shall be executed in the name of the City by the City Council and/or City Manager and approved as to form by the City Attorney. Where delegated authority has been provided, contracts may also be entered into by the Finance Director.

#### **6.25 Assignment of Rights and Duties**

The rights and duties of a City contract are not transferable or otherwise assignable without the written consent of the City Council and/or City Manager.

#### **6.26 Contractor Debriefing**

Upon completion of a formal solicitation process, the Finance Department may, upon request, meet with unsuccessful parties in the solicitation process to permit viewing of the contract file and to permit an opportunity for unsuccessful parties to gain a better understanding regarding perceived deficiencies contained within their submitted proposal. The City shall not provide any information considered confidential or additional information on the process beyond information recorded in the contract file.



## **Procurement Policy**

### **ARTICLE 7: SPECIFICATIONS**

#### **7.1 Maximum Practical Competition**

All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs and shall not be unduly restrictive. To the extent practicable and unless otherwise permitted by this Policy, all specifications shall describe the City's requirements in a manner that does not unnecessarily exclude a good, service, professional service or public work.

Restrictive specifications shall not be used unless such specifications are required and it is not practicable or advantageous to use a less restrictive specification. The department requesting a restrictive specification shall provide written evidence to support the restrictive specification. Past success with the good or performance of the service, or inconvenience of developing specifications do not justify the use of restrictive specifications.

To the extent practicable, the City shall use accepted commercial specifications and shall procure standard commercial materials.

#### **7.2 Specifications Prepared by Non-City Personnel**

The requirements of this Policy regarding the purposes and non-restrictiveness of specifications shall apply to all specifications prepared other than by City personnel, including, but not limited to, those prepared by architects, engineers, designers, and consultants for public contracts, or subcontractors. No person preparing specifications shall receive any direct or indirect benefit from the utilization of such specifications.

#### **7.3 Brand Name or Equal Specification**

A brand name or equal specification may be used to describe the standards of quality, performance, and other salient characteristics needed to meet the requirements of a solicitation, and which invites offers for equivalent products from a manufacturer.

##### Standardization

A specification may be used to identify the acceptable item that meets the City's needs for purchases in this Policy. The department requesting standardized specification shall provide written evidence to support the standardization determination. A written determination by the Finance Director of the basis for the standardization shall be maintained as public record. Past success with a good or performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of a standardization specification.

**Procurement Policy**  
**ARTICLE 8: PROCUREMENT OF PROFESSIONAL SERVICES**

**8.1 General Overview and Applicability**

Providers of professional services are selected and awarded based upon demonstrated competence and qualifications. A contract is awarded on the basis of a fair and reasonable price. Professional fees under the contract should generally be consistent with the recommended practices and fees published by the applicable professional association. Fees may not exceed any maximum provided by law. The determination of an acceptable negotiated fee amount may be made with the assistance of a qualified staff professional that is experienced in these matters.

**8.2 Informal Sourcing Method – Informal Request for Qualifications for Professional Services (Excluding Those Professional Services Subject to GC 2254)**

*Application of Method*

After consideration of the various anticipated costs, complexity and other relevant issues affecting a project, the department may solicit proposal(s) from qualified professional(s) or professional firms for professional services. This selection may be done through an informal RFQ.

Professional services which are deemed complex or involve complex issues are encouraged to be sourced through a formal RFQ as described in Section 8.3.

*Evaluation of Qualifications*

The department may utilize an evaluation committee or may use a qualified individual to evaluate statements of qualifications submitted in response to the informal RFQ. The individual or committee will select the most qualified individual or firm capable of performing the service on the basis of demonstrated competence and qualifications. The department may then enter into negotiations with the selected individual or firm to establish fair and reasonable rates for the professional service.

**8.3 Formal Sourcing Method – Request for Qualifications for Professional Services**

*Application of Method*

Professional services deemed to be more complex may be solicited through a two-step Request for Qualification (RFQ) process.

Departments are encouraged to seek qualifications for professional services contracts at least every five (5) years to help ensure diversity in the selection of professional services by the City. These contracts shall be for a set time period (a set number of years or annual renewals up to a set number of years) with a maximum not-to-exceed amount.

*Pre-Qualification*

A pre-qualification process may be conducted prior to the issuance of an agreement in order to establish a list of qualified professionals. In the event a pre-qualification process is used, the Finance Director may consider qualifications of professionals that are prequalified for specific projects.

#### Two-Step Request for Qualifications Process

The City shall follow a two-step RFQ process for awarding Professional Services. The first step involves issuing an RFQ for the professional service. The RFQ shall contain sufficient information to inform potential professional service providers as to the type of project, the scope of services to be performed, the selection criteria to be used and terms and conditions of the subsequent contract. A statement of qualifications shall be submitted in response to the RFQ. The statement of qualifications shall include all information requested in the RFQ and sufficient for the City to determine qualifications of the individual or firm.

Upon evaluating the statement of qualifications, a decision shall be made as to the most highly qualified respondent based upon the published evaluation criteria. The second step of the RFQ process will involve conducting discussions with the most highly qualified respondent to establish fair and reasonable rates for the professional service.

#### Public Notice

Notice of RFQs shall set forth the date, time, and place upon which the statement of qualifications will be due. Notice must be published at least once a week for two (2) consecutive weeks in a local newspaper. The first published notice shall be made before the fourteenth (14<sup>th</sup>) day before the date set for the opening of bids. Notice shall be electronically posted and the RFQ shall be available for public inspection. A shorter time may be deemed necessary for a particular procurement as determined in writing by the Finance Director.

#### Late Proposals

A response to a RFQ is late if it is received at the location designated in the RFQ after the time and date set for receipt of statements of qualifications. Late statements shall be rejected.

#### Receipt of Statements

Statements of qualifications shall not be opened publicly. No statements shall be handled as to permit disclosure of the contents to competing respondents. Statements shall be open for public inspection after a notice of intent to award is issued, or in the absence of a notice of intent to award, after final execution of the contract, except to the extent that the withholding of information is permitted or required by law. If the respondent designates a portion of its statements as confidential, it shall isolate and identify in writing the confidential portions in accordance with this Policy.

#### Withdrawal of Statements

Statements may be withdrawn by written notice before or after statement opening and may be permitted where appropriate. All decisions to permit the withdrawal of a statement after opening shall be supported by a written determination made by the Finance Director.

### Evaluation

The RFQ will give the relative importance, or weighting, assigned to each of the criteria to be used in the selection process. The following general criteria may be used, but the RFQ is not necessarily limited to these criteria:

- The provider's experience in successfully performing similar assignments, scope and size, for others.
- The provider's current staff, both size and related experience, is qualified to provide the desired services.
- Whether or not sufficient finances and other resources are available to accomplish the assignment within the time to be allowed by the City, and whether or not the provider will be able to provide continuing service if required by the City.
- How previous clients of the provider for similar projects express satisfaction with the provider's work.
- Whether or not the provider's response, as perceived by the City's staff, is complete and of acceptable quality.

A professional service provider may be selected after the evaluation of the submitted RFQ or it may be necessary to interview several of the firms and further evaluate them on the basis of the interview or a presentation, narrowing the field until one firm is selected for negotiations.

### Evaluation Committee

A committee may be formed to evaluate each statement of qualifications using the criteria as defined within the RFQ. This committee will consist of a diverse group of City staff, and consultants when applicable. Committee members are selected by the using department and Finance on the basis of their knowledge of the particular project being developed and/or of their knowledge of the particular field involved. Finance may participate, as a non-voting member, to provide oversight, guidance and assistance as needed or requested.

Evaluation committee members must sign a non-disclosure and a conflict of interest disclosure. The Finance Director reserves the right to remove any team member for any identified conflicts of interest. Conflicts of interest shall be documented and kept in the City's records.

### Discussion with Offerors

Discussions may be conducted with the respondent determined to be the most highly qualified, to agree upon a fair and reasonable price. Respondents shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing respondents. If the City is unable to negotiate a satisfactory contract with the most highly qualified provider of the desired professional services, the City shall formally end negotiations with that provider, select the next most highly qualified provider, and attempt to negotiate a contract with that provider at a fair and reasonable price. The City must continue this process to select and negotiate with providers until a contract is entered into or all respondents are rejected by City Council.

## **8.4 Awards and Approvals**

### Contract Award

Contract award of the formal Request for Qualifications shall be made to be the most highly qualified respondent taking into consideration the evaluation criteria set forth in the RFQ. The contract file shall contain the basis on which the award is made.

### Award Approvals

Award of informal Request for Qualifications may be made by the City Manager if the total award is less than \$50,000. Awards of Request for Qualifications exceeding \$50,000 require City Council approval.

### Contract Term

Contracts for professional services may be awarded for a period of up to five (5) years if non-appropriations clauses are included in the contract or upon project completion. The contract term shall state the maximum not-to-exceed dollar amount.

**Procurement Policy**  
**ARTICLE 9: PROCUREMENT OF PUBLIC WORKS**

**9.1 General Overview and Applicability**

Contracts for a public work shall be solicited through a competitive sealed bid process unless otherwise approved by the Finance Director.

**Public works** means the construction of a facility, which is an improvement to real property and includes buildings, highways, road, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, airport runways and taxiways, drainage projects or related types of projects associated with civil engineering construction projects.

The City shall document the basis of its selection and shall make the evaluations public not later than the seventh day after the date the contract is awarded.

**9.2 Use of Professional Engineering Services in Public Works Projects**

The City shall utilize an engineer to develop plans, specifications and estimates when the engineered public work could affect the public health, welfare or safety. Construction of engineered plans must be performed under the direct supervision of an engineer.

A professional engineer must be retained for a public works project when:

- The work exceeds \$8,000 and involves electrical or mechanical engineering; or
- The work exceeds \$20,000 and does not involve electrical or mechanical engineering.

**9.3 Use of Professional Architect Services in Public Works Projects**

The City shall use an architect to develop plans or specification for any of the following:

- A new building or modification of an existing building intended for occupancy on a 24-hour basis by persons who are receiving custodial care regardless of the number of stories or square footage of the building.
- A new building having construction costs exceeding \$100,000 that is to be:
  - Constructed and owned by the City; and
  - Used for education, assembly, or office occupancy; or
- An alteration or addition having construction costs exceeding \$50,000 that:
  - Is to be made to an existing building that:
    - Is owned by the City; and
    - Is or will be used for education, assembly, or office occupancy; and
  - Requires the removal, relocation, or addition of a wall or partition of the alteration or addition of an exit.

#### **9.4 Methods of Source Selection – Public Works**

State law permits the following delivery methods for public works:

- Competitive Bidding – IFB
- Competitive Sealed Proposal – RFP
- Design-Build (DB)
- Construction Manager At-Risk (CMAR)
- Construction Manager-Agent (CMA)
- Job Order Contracting (JOC)

#### **9.5 Public Works Under \$50,000 – Request for Quotation**

##### Application of Method

After consideration of the various costs, complexity, and other relevant issues affecting a project, the department may solicit quotes from contractors for public works of \$50,000 and less. This selection may be done through an informal Request for Quotation (RFQ). Public works of \$50,000 and less which are deemed complex or involve complex issues are encouraged to be sourced through formal sourcing methods outlined in this Policy.

The department will award to the lowest responsible contractor. The contract file shall contain the basis on which the award is made and supporting documentation.

#### **9.6 Public Works Over \$50,000 – Competitive Sealed Bid – IFB**

Design-Bid-Build means a traditional project delivery method in which:

- There is a sequential award of two (2) separate contracts.
- The first contract is for design services. (See Section 6.0 for details)
- The second contract is for construction.
- Design and construction of the project are in sequential phases.
- Finance services, maintenance services and operations services are not included.

##### Application of Method

Competitive sealed bids shall be solicited through an IFB. The IFB shall include construction documents, estimated budget, project scope/specifications, construction schedule requirements, and other pertinent information. Contractual terms and conditions shall also be included within the solicitation document or incorporated by reference.

##### Pre-Qualification

A pre-qualification process may be conducted prior to the issuance of an IFB in order to establish a list of qualified bidders. In the event a pre-qualification process is used, the Finance Director shall only consider bids that are submitted from prequalified bidders.

### Public Notice

The IFB shall set forth the date, time and place upon which the bids will be due. All IFBs are required to advertise a notice of the date, time, and place at which bids will be publicly opened and read aloud. The legal notice must be published at least once a week for two consecutive weeks in a newspaper published in the municipality. Notice of the IFB shall also be electronically posted and the IFB shall be available for public inspection. Notice shall be made no less than thirty (30) days prior to the date set forth therein for the opening of bids. A shorter time, as allowed by law, may be deemed necessary for a particular procurement as determined by the Finance Director. If the opening date changes, the first notice shall be published before the fourteenth (14<sup>th</sup>) day before the new opening date. The public notice shall state the place, date, and time of bid opening.

### Bid Opening

Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the IFB. The name of each bidder and the amount of each bid, as well as other relevant information as the Finance Director deems appropriate shall be recorded. Unless otherwise determined by the Finance Director, this record shall be open to public inspection. In the event no attendees are present for bid opening, the sealed bids shall be opened by Finance and a "bid" or "no bid" may be recorded on the tabulation sheet. The bid may then be given to the appropriate person for recording. The attendance sheets will indicate that there were no attendees present. Unless otherwise determined by the Finance Director, the bids shall not be opened for public inspection until after a contract is awarded. After a notice of intent to award is issued, or in the absence of a notice of intent to award, after final execution of the contract, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with this Policy.

### Bid Evaluation

Bids shall be evaluated based on the requirements set forth in the invitations for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the IFB. These selection criteria can only be used to determine whether the contractor is a responsible bidder, because the award can only be made to the lowest responsible bidder.

### Correction or Withdrawal of Bids Before Bid Opening

Bids may be withdrawn at any time prior to the bid opening. Bids may be modified at any time prior to the due date and time, and mistakes discovered before bid opening may be modified by written notice received by the Finance Department prior to the time set for bid opening.

### Mistakes and Withdrawals After Bid Opening & Cancellation of Awards

A bid that has been opened may not be modified for the purpose of correcting an error in the bid price. Mistakes discovered after bid opening but before bid award may be withdrawn only to the extent that the bidder can show that the mistake is of so great a consequence that to enforce the bid as made would be unconscionable, the mistake relates to a material feature of the bid, and the withdraw does not result in prejudice to the City except for the loss of the bargain. After bid opening but before bid award, modifications to bid provisions (other than pricing) made by mistake



may be permitted by the City if not prejudicial to the interest of the City and does not provide an unfair advantage to a bidder.

All decisions to permit the correction or withdrawal of bids, or to cancel awards based on bid mistakes, shall be supported by a written determination made by the Finance Director. Only the City Council may reject any and all bids.

#### Contract Award

Contract award shall be made to the lowest responsible bidder. The contract file shall contain the basis on which the award is made.

#### Award Approvals

Awards of IFBs exceeding \$50,000 shall be routed through the appropriate department, reviewing board, commission, or committee as applicable in advance of City Council consideration.

#### Public Record

After the City issues a notice of intent to award, or in the absence of a notice of intent to award upon final contract execution, the evaluations shall be available for public inspection not less than the 7<sup>th</sup> day after contract award for public works utilizing APDM, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with this Policy.

#### Lump Sum or Unit Price Contracts

Lump sum or unit price contracts follow the same method described in this Section, pursuant to LGC 252.047. If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on a lump sum basis or unit price basis. If the contract is let on a unit price basis, the information furnished to bidders must specify the approximate quantity needed, based on the best available information, but payment to the contractor must be based on the actual quantity constructed or supplied.

### **9.7 Public Works Over \$50,000 – Competitive Sealed Proposal – RFP**

#### Application of Method

Competitive sealed proposals shall be solicited through an RFP. The RFP shall include construction documents, estimated budget, project scope/specifications, construction schedule requirements, applicable evaluation criteria, and other pertinent information. Contractual terms and conditions shall also be included within the solicitation document or incorporated by reference.

#### Pre-Qualification

A pre-qualification process may be conducted prior to the issuance of an RFP in order to establish a list of qualified offerors. In the event a pre-qualification process is used, the City shall only consider proposals that are submitted from pre-qualified offerors.

### Public Notice

The RFP shall set forth the date, time, and place upon which the proposals will be due. All RFPs are required to advertise a notice of the date, time and place at which proposals will be publicly opened and read aloud. Legal notice must be published at least once a week for two consecutive weeks in a newspaper published in the municipality. Notice shall be electronically posted and the RFP shall be available for public inspection. Notice shall be made no less than thirty (30) days prior to the date set forth therein for the opening of bids. A shorter time, as allowed by law, may be deemed necessary for a particular procurement as determined by the Finance Director. If the opening date changes, the first notice shall be published before the fourteenth (14<sup>th</sup>) day before the new opening date. The public notice shall state the place, date, and time of bid opening.

### Receipt of Proposals

Proposals shall be opened publicly and read aloud the names of the offerors and any monetary proposals made by the offerors. Proposals shall be open for public inspection after the contract is awarded, except to the extent that the withholding of information is permitted or required by law such as trade secrets and confidential information.

### Correction or Withdrawal of Proposals Before Proposal Opening

Proposals may be withdrawn at any time prior to the proposal opening. Proposals may be modified at any time prior to the due date and time, and mistakes discovered before proposal opening may be modified by written notice received by the Finance Department prior to the time set for proposal opening.

### Revisions, Mistakes and Withdrawals After Proposal Opening & Cancellation of Awards

The City may permit revisions to proposals after submission and before the award of the contract to obtain the best final offers. A proposal that has been opened may not be modified by the offeror for the purpose of correcting an error in the price. Mistakes discovered after proposal opening but before award may be withdrawn only to the extent that the offeror can show that the mistake is of so great a consequence that to enforce the proposal as made would be unconscionable, the mistake relates to a material feature of the proposal, and the withdraw does not result in prejudice to the City except for the loss of the bargain. After proposal opening but before award, modifications to proposal provisions (other than pricing) made by mistake may be permitted by the City if not prejudicial to the interest of the City and does not provide an unfair advantage to an offeror. All decisions to permit the withdrawal of a proposal after opening shall be supported by a written determination made by the Finance Director. Only the City Council may reject any and all proposals.

### Evaluation Criteria

The RFP shall state the criteria to be used in the evaluation of the proposals and shall include their relative importance. No other factors or criteria may be used in the evaluation. City Council designates authority to the Finance Department to select evaluation criteria in accordance with GC 2269 and LGC 252.

### Evaluation Committee

Not later than the 45<sup>th</sup> day after the date on which the proposals are opened, the City shall evaluate and rank each proposal submitted in relation to the published selection criteria. A committee may

be formed to evaluate each proposal using the criteria as defined within the RFP. The use of a committee is recommended for complex, large expenditures, or when multiple proposals are received. This committee will consist of a diverse group of City staff, and consultants when applicable. Committee members are selected by the using department and/or Finance on the basis of their knowledge of the particular project being developed and/or of their knowledge of the particular field involved. The Finance Department participates, as a non-voting member, to provide oversight, guidance and assistance as needed. Finance may remove evaluation team members if a conflict of interest arises. Conflicts of interests must be documented and kept with the contract file.

#### Contract Award

Contract award shall be made to the responsible offeror whose proposal is determined in writing to be the best value to the City taking into consideration the weighted evaluation criteria set forth in the RFP. The contract file shall contain the basis on which the award is made.

#### Award Approvals

Awards of RFPs exceeding \$50,000 shall be routed through the appropriate department, reviewing board, commission, or committee as applicable in advance of City Council consideration.

#### Public Record

After the city issues a notice of intent to award, or in the absence of a notice of intent to award upon final contract execution, the proposal evaluation shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with this Policy.

### **9.8 Public Works Over \$50,000 – Alternative Project Delivery Methods (APDMs)**

The Finance Director may authorize the use of the following delivery methods for public works projects:

#### **9.8.1 Design-Build (GC 2269, Subchapter G)**

*Design-build* means a project delivery method in which:

- There is a single contract for design services and construction services.
- Design and construction of the project may be in sequential phases or concurrent phases.

#### **9.8.2 Construction Manager-At-Risk (GC 2269, Subchapter F)**

*Construction-Manager-At-Risk (CMAR)* means a project delivery method in which:

- There is a separate contract for design services and a separate contract for construction services.
- The contract for construction services may be entered into at the same time as the contract for design services or at a later time.

- Design and construction of the project may be in sequential phases or concurrent phases.
- Preconstruction services and other related services may be included.

### **9.8.3 Construction Manager-Agent (GC 2269, Subchapter E.)**

*Construction Manager-Agent* is a delivery method by which the City contracts with a construction manager-agent to provide consultation or administrative services during the design and construction phase and to manage multiple contracts with various construction prime contractors

### **9.8.4 Job Order Contracting (GC 2269, Subchapter I)**

*Job-Order-Contracting* means a project delivery method in which:

- The contract is a requirement contract for indefinite quantities of construction.
- The construction to be performed is specified in job orders issued during the contract.
- (Maintenance services and other related services may be included.
- The project limit shall be set by Council approved not-to-exceed expenditure amount.

Job order contracting cannot be used for civil works projects such as roads, utilities and drainage systems.

## **9.9 Bonding Requirements (GC 2253).**

The bonding requirements of the City of Tomball are intended to protect the contractor, the service provider and the City of Tomball. Unless otherwise stated in state law, or otherwise established in this Policy, the following bonding requirements apply for public works:

- Performance Bonds: For contracts in excess of \$100,000, a 100% performance bond must be executed in the full amount of the contract and which covers the time period for the public work construction and for two additional years beyond the completion date of the construction of the public work. The bond must be executed by a corporate surety, in accordance with the law.
- Payment Bonds: For contracts in excess of \$50,000, a payment bond must be executed in the full amount of the contract, and which covers the time period the project will be allowed for construction. The bond must be executed by a corporate surety, in accordance with the law.
- Bid Bonds: The City reserves the right to require a bid bond for a public works project in an amount to be deemed fair and reasonable.
- Maintenance Bonds: The City reserves the right to require a maintenance bond for projects in an amount to be deemed fair and reasonable.

## 9.10 Prevailing Wage Rates

The Texas Legislature has given special treatment to public works projects, not necessarily applied to other expenditures or purchases by a municipality. Wages for workers on construction projects shall not be paid at less than the schedule of general prevailing rates of per diem wages as determined by the City Council, which shall be the lesser of wages defined by the United States Department of Labor Davis and Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website ([www.wdol.gov](http://www.wdol.gov)) for Harris County, Texas (WD-2509), as amended, or as determined by the City by conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the City. The prevailing wage rate or a link to the wage rates shall be included in bids for the contract and in the contract itself for public works projects. The prevailing wage rate does not apply to work done directly by a public utility company or for maintenance work.

## 9.11 Insurance Requirements

The minimum insurance required will be the types and amounts required by the Finance Director and City Manager. The Finance Director, City Manager, City Engineer, Consulting Engineer, or Architect may provide input on a possible increase to the amounts of insurance required for any project. For construction and construction-related projects, all contractors and sub-contractors, including those delivering equipment or materials, performing service on a public works project, shall provide Texas workers' compensation for all employees. All Contractors shall provide proof of coverage satisfactory to the City. Prime Contractors are responsible for seeing that sub-contractors carry the same or higher insurance amounts as those required of the prime contractor. Contractors shall post required signs at job site(s) informing all workers of their right to workers' compensation coverage.

## 9.12 Retainage

The City requires retainage on all public works contracts exceeding \$100,000. Five percent of the total contract amount shall be held as retainage on public works contracts. The City may elect to require alternative retainage percentages. For retainage percentages in excess of five percent, the City will deposit the retainage into an interest-bearing account and pay the interest earned to the contractor upon completion of the contract.

A release of retention shall only be considered when a project is fully completed and accepted in compliance with the contract and specifications. A project manager shall review and approve a request for release of retention. If applicable, an engineer/architect shall review and approve the request. The project manager shall also provide Finance the consent of the surety for final payment and release of retainage from the bonding company. All lien notices shall be forwarded to the project manager.

Partial release of retainage may occur, at the City's discretion, before the project is completed. This is generally considered for large projects with longer construction periods (GC 2252.031, 2252.032, 2252.033).

**Procurement Policy**  
**ARTICLE 10: Contract Terms and Conditions**

**10.1 General Information**

All City contracts shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Finance Director shall have the authority to establish and modify any such terms and conditions.

Department directors are required to approve contracts for financial and operational obligations and business terms before contract award by Council.

**Procurement Policy**  
**ARTICLE 11: Contract Modifications (Change Orders)**

**11.1 General Information**

A contract modification (and/or change order) occurs when a change to an executed contract is necessary. The modification may involve a change to quantities, specifications, terms or any number of contract requirements.

**11.2 Procedures and Authorizations**

Any modification to an awarded contract, regardless of sourcing method, shall be documented, reviewed, and approved through a contract amendment and/or change order.

Contract modifications and/or individual change orders for a **cumulative** total increase over \$50,000 require approval by the City Council. The change order authority limit resets after each City Council approval of a change order.

A contract amendment and/or change order, or the cumulative total of contract modification and/or change orders, cannot increase the original contract price by more than twenty-five percent (25%) except as provided under state law. Modification and/or changes in excess of twenty-five percent (25%) require re-solicitation. Contract modifications and/or change orders reducing a contract or purchase order by more than twenty-five percent (25%) require the consent of the contractor.

If applicable, an engineer/architect shall review and approve a contract amendment and/or change order prior to submitting to the City Council. Upon approval, a contract amendment and/or change order will be reviewed, signed and executed by the Finance Department. A hard copy of the change order will be forwarded to the contractor and a copy retained in the Procurement file.



**Procurement Policy**  
**ARTICLE 12: COST PRINCIPLES**

**12.1 Adoption of Rules**

The Finance Director shall adopt rules setting forth cost principles which shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs.

**12.2 Cost or Pricing Data**

The submission of current cost or pricing data may be required in connection with any award, change order or contract modification

**Procurement Policy**  
**ARTICLE 13: DISPOSAL OF CITY-OWNED PERSONAL PROPERTY,  
MATERIALS, AND EQUIPMENT**

**13.1 Introduction**

The Finance Director shall establish guidelines for and shall be responsible for the management of:

- The transfer of surplus property and operation of the surplus property program.
- The sale or disposal of surplus, worn, scrap, obsolete, excess, damaged, abandoned, unclaimed, lost and confiscated property by competitive sale or other authorized method.
- The trade-in of surplus property for purchase of new equipment.

The Finance Director shall control and supervise all existing and future City facilities (warehouses) established for the purpose of purchasing, storing, and issuing supplies. The Finance Director shall also be responsible and accountable for all warehouse materials and maintain a perpetual inventory record thereof.

The Finance Director will establish policies and procedures governing the addition or deletion of items carried in inventory, the sale or other disposal of inventory items no longer needed, delivery and other services provided to using agencies, and any policies or procedures required for efficient and effective operation of the inventory system.

The transfer, donation, or sale of City property shall be administered in compliance with state law and this Policy. The Finance Director will operate a surplus property program for the purpose of receiving, storing, transferring, or selling surplus property no longer needed by the City.

**13.2 Definitions**

The following terms are related to the management of property:

**Abandoned Property** means personal property which has been left unattended as defined by Texas Property Code 72, Texas Property Code 75, and Texas Transportation Code, Chapter 683.

**Damaged or Destroyed** means personal property that is not operable due to damage or accident and would require excessive repair (cost and/or manpower) to return the asset to serviceable condition.

**Donation** means personal property which has been donated to a charitable organization.

**Excess** means personal property that which is no longer needed (in excess of the department's requirements) but are still serviceable or useable.

**Lost or Stolen** mean personal property that is assigned to or acquired by a department but has been lost or stolen and deemed unrecoverable. Stolen City-owned property shall be properly documented with a police report.

**Obsolete** means personal property that no longer meet department specifications or requirements but is still serviceable or useable.

**Property** means assets with a useful life of more than one (1) year.

**Property Transfer** means the transfer of fixed assets between using agencies or transfer of property to or from the surplus property program.

**Scrap** means personal property that no longer functions, is unserviceable and has no market value, except for the basic material content, which can be recycled through appropriate means. Surplus property means property no longer needed by using agencies for their operations, property in poor or non-working condition, or property that is a by-product (e.g. scrap metal, used tires and oil, etc.).

**Trade-in** means personal property which has been traded, for similar new property, and the transaction has been recorded within the purchase order.

**Unclaimed, Lost and Confiscated Property** means all property used as evidence in the courts and remaining unclaimed after final disposition, property seized by a peace officer as being used unlawfully, and all property coming into the hands of any City officer or employee as lost or unclaimed.

**Worn** means personal property that may still be operable but require excessive maintenance or repair (cost, manpower) to remain in an operable condition.

### **13.3 Methods for Disposal**

Departments and the Finance Director shall determine the most appropriate disposition method for personal property, City-owned materials and equipment that are deemed to be in the best interests of the City. Options for disposal are as follows:

#### ***Transfer between City Departments***

Excess or obsolete City-owned personal property that is no longer required by one City department (sending department) can be transferred either to another group within the same department or to another City department in need (receiving department). If the original cost of the equipment is over \$5,000, the department director shall notify the Finance Department, so the fixed assets records will reflect the appropriate change(s).

Transfer to Another Governmental Entity

Any transfer by the City of City-owned personal property to another governmental entity, except through the auction process, shall be pursuant to an Interlocal Agreement approved by the City Council if in excess of \$500.

Public Sale, Trade-in, Donation, Destruction or Returned for Credit

If the item is no longer of value to the City, the Finance Director is authorized to sell, trade, donate, scrap or return the item for credit.

The following methods of disposition are available:

- **Public Bid, Sale or Auction**
  - A sealed bid, public auction (sale) held on site, at a City facility, or on-line and conducted by an auctioneer licensed by the State of Texas. The guidelines of [LGC 252](#), for competitive bidding, shall be followed. For City-owned personal property items having a value less than \$100, the sale may be made at an advertised location where members of the public may purchase the item.
  - Property may be disposed of through the sealed bid process and sold to the highest bidder, unless rejected by the using department and Finance.
  - All items are to be sold to the highest bidder unless pricing is determined by the owning department to not be sufficient. In this instance, the City may refuse the bid and hold the item(s) for sale at another time.
  - After determining the time and place for a public auction, the Finance Director shall give notice of the auction by advertising in the official newspaper of the City for at least once a week for two consecutive weeks. The date of the first publication must be at least 14 days prior to the date of the auction and the second publication must be no sooner than 7 days prior to the auction or posting on the City website for a period of 10 days prior to the auction.
- **Trade-In**
  - Offer the property as a trade-in for new property of the same general type if the Finance Director and owning department consider that action to be in the best interest of the City. If determined necessary to determine “fair market value”, the Procurement Director may employ outside resources to make such determination. In all instances, best value for City owned property will be achieved and properly documented by the Procurement Director and credit shall be applied to the appropriate department.
- **Third Party Appraisals**
  - The City may utilize third party consultants to determine authenticity or market value of any commodity. The department responsible for the commodity shall consent to and pay for the third-party appraisal.
- **Donation**
  - Dispose of the property by donating it to a civic or charitable organization or another governmental entity, if allowed by law. However, in such case, City Council approval will be necessary if the item has value of more than \$500.
- **Destruction**
  - The Procurement Director may order any of the property to be destroyed or otherwise disposed of if the replacement value is less than \$100 and is not

considered in good working order, the City attempts to sell the property and receives no viable offers or it is determined to be scrap material(s).

- Scrap: City owned personal property which has been transferred to Finance and has been found to be damaged, destroyed, or in any other way having no recoverable value will be accumulated and disposed of in accordance with existing scrap metal/refuse contracts or as otherwise directed by the Chief Financial Officer.
  - Scrap Bin(s): The Finance Director shall ensure that all scrap with value (metal, wire, etc.) shall be disposed of with existing scrap metal/refuse contracts or as otherwise directed by the City Manager. Finance shall ensure accurate accounting of all scrap proceeds and report all sales proceeds appropriately. All City employees shall ensure the proper disposal of scrap material in the identified location, and City-owned materials shall not be converted for private use or personal use.
- **Returned for Credit**
    - Excess or obsolete City-owned property may be returned, if possible, to the vendor from which the property was originally purchased. Prior to such return, department staff, directors, and officers shall coordinate this action with the Finance Director, to ensure credit has been fully received, documented, and reported to the Finance Department.

#### **13.4 Disposal of Abandoned Property**

Disposition of abandoned or unclaimed property seized by a government entity, officers, or employees must be conducted in accordance with this Policy, Tomball local policy, the [Texas Code of Criminal Procedure](#) (Chapters 18, 47 59) and in compliance with [Texas Transportation Code, Chapter 683](#). Equipment deemed appropriate for retention will be in accordance with state law (i.e., confiscated equipment by the Tomball Police Department).

#### **13.5 Purchase by Officers and Employees**

An officer or employee of the City, who recommends and/or authorizes the sale of materials and equipment for their department, shall not, directly or indirectly, submit a bid for, purchase or acquire ownership of that department's property. An officer or employee of the City shall not, directly or indirectly, submit a bid, purchase, or acquire ownership of "impounded property".

#### **13.6 Disposition of Federal and Grant Funded Assets**

No disposition of federal or grant funded assets will be initiated unless it is allowable in accordance with the guidelines outlined in the *Office of Management and Budget (OMB) Circular A-102 (revised) and the Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments*, subject to the specific guidelines of the grantor agency. Additionally, no disposition of federal or grant funded assets will be initiated unless the applicable grant program

administrator and the department director of the grantee department have recommended such disposition.

If proceeds result from the disposition through sale of grant funded property, the Finance Director, working with the department director and applicable grant program administrator, will ensure that proper notifications are provided to and instructions and approvals obtained from the grantor agency concerning how proceeds are to be handled. Depending upon the grantor agency or source involved and the dollar level of the proceeds, funds may or may not need to be returned or credited to the grantor agency or source. In all instances where proceeds have been gained by the City, the Finance Director shall provide a full accounting of such proceeds to the City Manager. Where possible and allowable upon the closing of a grant, the City will seek to transfer the property to another allowable grant in lieu of sale or other disposition method.

### **13.7 Disposition of Items Funded with Bonds**

The disposition of bond funded assets will be communicated to the Finance Department. If proceeds result from the disposition of bond funded assets, the Finance Director, shall provide a full accounting of such proceeds to the City Manager.

### **13.8 Transfer of Ownership of Certain Emergency Vehicles**

In accordance with [Texas Transportation Code 728.021](#), emergency vehicles used to transport sick or injured persons must have vehicle equipment removed, including lights, sirens or devices which only an authorized emergency vehicle may be equipped with, and must remove or obliterate any emblem or marking on the vehicle that identifies the vehicle as an authorized emergency vehicle. This statute doesn't apply if the City is transferring ownership to a person who holds a license as an emergency service provider, who is in the business of buying and selling used vehicles in this state and who specializes in authorized emergency vehicles, or who operates in a foreign country.

**Procurement Policy**  
**ARTICLE 14: PROTESTS AND APPEALS**

**14.1 Introduction**

Protest and appeals will be accepted from prospective bidders, respondents or offerors whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. The Finance Director will consider all protests or appeals filed in a timely manner regarding the award of a contract. If the protest is oral and the matter cannot be otherwise resolved, written confirmation of the protest or appeal will be required.

**14.2 Definitions**

**Filed** means delivery to the contract officer or to the Finance Director, whichever is applicable. A time and date of receipt shall be documented in a verifiable manner for purposes of filing.

**Governing Instruments** means those legal documents that establish the existence of an organization and define its powers including articles of incorporation or association, constitution, charter and by-laws.

**Interested Party** means an actual or prospective bidder, respondent, or offeror whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an economic interest exists will depend upon the circumstances of each case. An interested party does not include a supplier, subconsultant, or subcontractor to an actual or prospective bidder, respondent, or offeror.

**Receipt** means the earlier of actual receipt or the first attempted delivery by certified mail, or by any other means that provides evidence of the attempt, to the persons' last known address.

**14.3 Authority of the Finance Director**

The Finance Director shall have the authority to settle and resolve protests.

**14.4 Right to Protest**

Any interested party who is aggrieved in connection with a solicitation or award of a contract above the formal threshold may protest to the Finance Director.

**14.5 Filing of a Protest**

A protest shall be filed in writing with the Finance Director (letter received by physical mail delivery or by electronic submission) and shall include the following information:

- The name, address, telephone number and email address of the protestant;
- The signature of the protestant or its representative;
- Identification of the solicitation or contract number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

Protests will not be considered if not supported by adequate documentation as defined in this Policy or if not received within the parameters as defined in this Policy and any specific solicitation.

#### **14.6 Time for Filing Protests**

Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date. In all other cases, protests shall be filed within five (5) days of notice of intent to award or in the absence of a notice of intent to award, prior to the award date. The Finance Director shall give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties. Interested parties have the right submit a written response to the protest.

#### **14.7 Stay of Procurement During the Protest or Appeal Process**

In the event of a timely protest, or in the event of timely appeal of the Finance Director's decision, the City shall stay the solicitation or award of the contract unless the Finance Director makes a written determination that there is a reasonable probability that the protest or appeal will be denied and that proceeding further with the solicitation or award of the contract is in the best interests of the City. The stay shall automatically continue throughout the protest or appeal process unless the Finance Director makes a written determination to lift it.

#### **14.8 Confidential Information**

See **Section 1.9**.

#### **14.9 Decision by the Finance Director on a Protest**

The Finance Director shall issue a written decision within ten (10) days after a protest has been filed. The decision shall contain an explanation of the basis of the decision. The Finance Director shall furnish a copy of the decision to the protestant, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The time limit for decisions may be



extended for a reasonable time not to exceed thirty (30) days beyond the original ten (10) day time period. The Finance Director shall notify the protestant in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued. If the Finance Director fails to issue a decision within the time limits set forth in this Section, the protestant may proceed as if an adverse decision had been issued. The decision shall contain a statement regarding the appeals process that is available pursuant to this Policy.

#### **14.10 Remedies for a Protest**

If the Finance Director sustains the protest in whole or part and determines that a solicitation, evaluation process, proposed contract award, or contract award does not comply with this Policy, the Finance Director shall implement an appropriate remedy.

In determining an appropriate remedy, the Finance Director shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to:

- The seriousness of the procurement deficiency;
- The degree of prejudice to other interested parties or to the integrity of the procurement process;
- The good faith of the parties;
- The extent of performance;
- Costs to the City;
- The urgency of the procurement; and
- The impact of the relief on the using agency's mission.

An appropriate remedy may include, but is not limited to, one or more of the following:

- Reject all bids, responses or proposals;
- Terminate the contract;
- Reissue the solicitation;
- Issue a new solicitation;
- Award a contract consistent with the procurement codes; or
- Such other relief as is determined necessary to ensure compliance with this Policy.

#### **14.11 Appeals to the City Manager**

Any person may appeal the written decision of the Finance Director to the City Manager within seven (7) days from the date the decision is issued by filing a written appeal with the City Manager. The appellant shall also file a copy of the appeal with the Finance Director.

The appeal shall contain:

- The information set forth in Section 14.10;
- A copy of the decision of the Finance Director;
- The precise factual or legal error in the decision of the Finance Director from which an appeal is taken.

#### **14.12 Notice of Appeal**

The City Manager shall give notice of the appeal to the successful contractor if award has been made or, if no award has been made, to interested parties. Such interested parties shall have the right to request copies of the appeal and to intervene in the proceedings. The City Manager shall, upon request, furnish copies of the appeal to all interested parties.

#### **14.13 Finance Director Report on Appeal**

The City Manager may conduct or hearing or request additional information from the Finance Director or any other person in order to render a decision on the appeal. The City Manager's determination on the request shall be in writing, state the reasons for the determination and, if the extension is granted, set forth a new date for the filing of comments. The City Manager shall notify the Finance Director of any extension.

#### **14.14 Remedies for Appeal of a Protest**

The City Manager may dismiss, affirm or deny the Finance Director's decision in whole or in part based on criteria described in Section 14.10. If the Finance Director's decision is denied in whole or in part and a determination is made that a solicitation, evaluation process, proposed award, or award does not comply with state law or this Policy, the City Manager may direct the Finance Director to make the appropriate remedy described in Section 14.10.

**Procurement Policy**  
**ARTICLE 15: VENDOR DISQUALIFICATION**

**15.1 General Overview and Applicability**

Disqualification is an action taken by the Finance Director under this Article to prohibit a person from participating in City procurements. The purpose of disqualification is to protect the City of Tomball and taxpayers from an inefficient use of City funds.

City departments are responsible for managing their contracts and for identifying and controlling the risks associated with vendor performance.

Vendors may be disqualified from bidding on City contracts under certain circumstances in order to minimize the City’s risk of losses. In order to ensure that the City is receiving quality goods, services and construction and in order to ensure that the City is receiving value for public money, vendors may be disqualified from participating in City procurement opportunities for prescribed time periods.

A decision to disqualify a vendor from participating in City procurement opportunities must be supported by evidence, exercised in accordance with the factors set out in this Policy and appropriately approved. A decision to place a vendor on the disqualification list is discretionary; however, such discretion must be exercised consistently and fairly.

**15.2 Reasons for Disqualification**

The City may disqualify a vendor for one of the following six categories of reasons:

**15.2.1 Litigation**

If a vendor engages in litigation against the City, the City may consider whether or not such litigation should disqualify that vendor from participating in future City procurement opportunities. Note that litigation brought by the City against a vendor is addressed in Subsection 6 (Poor Performance) below.

A vendor who engages in litigation against the City should only be disqualified in connection with litigation proceedings if there are valid commercial or business reasons for doing so. Disqualification should not be exercised to “punish” the vendor for bringing a lawsuit. Litigation against the City in respect of matters unrelated to a procurement process or contracts for the provision of goods, services or construction should not be considered under this Policy.

In evaluating whether a litigious vendor should be disqualified, the City should consider the following qualitative factors in its analysis:

- Is the litigation in relation to a City procurement process or a contract with the City for the provision of goods, services or construction?
- Is there a history of litigious conduct with the vendor and has that history resulted in increased costs to the City?
- What was the outcome of the previous litigation? For example, was it frivolous/vexatious or were damages awarded in favor of the vendor?
- Does the vendor's litigation with the City call into question the vendor's ability to provide work or services to the City under future contracts?

### **15.2.2 Failure to Honor a Bid**

If a vendor submits a bid in response to a City procurement opportunity and that vendor subsequently refuses to honor its bid or the pricing included in that bid, the City may consider disqualifying that vendor from participating in future City procurement opportunities. However, a vendor should not be disqualified if their failure to honor a bid was a legitimate withdraw of that bid. Accordingly, the reason why a vendor did not honor its bid must be analyzed and considered in making a decision to disqualify that vendor.

Factors that the City may consider in such analysis include, but are not limited to:

- If the City and a selected vendor in a negotiated procurement process attempt to negotiate an agreement in good faith and for valid business reasons are unable to come to an agreement, that vendor should not be disqualified.
- If a vendor fails to honor its submitted pricing because of a change in market conditions, the City should consider whether pricing fluctuations are common in the industry.
  - If price increases are common, the City should consider whether the vendor should have factored this into their pricing. For example, could the market conditions have been reasonably predicted within the industry?
  - If the City's acceptance of the bid took significantly longer than anticipated, the City should consider the impact of the delay on the vendor's willingness to honor its submitted pricing.
- If a vendor does not honor its submission because it is too busy on other contracts at the time its bid is accepted, and City's acceptance of the bid was within the time period set out in the bid document, the City should consider disqualifying that vendor because vendors should only submit proposals if they are capable of delivering the goods or services.
- Other reasons for a vendor's failure to honor a submission or pricing should be reviewed contextually and fairly.

### **15.2.3 Failure to Disclose a Conflict of interest**

If a vendor fails to disclose a conflict of interest during a City procurement opportunity or during the performance of a contract with the City and the City subsequently discovers that such a conflict of interest exists, the City may disqualify that vendor from participating in future procurement opportunities after conducting an analysis using the following factors:

- The nature of the conflict of interest, including whether it is perceived or an actual conflict of interest and the materiality of the advantage that such a conflict may have given the vendor.
- Whether the vendor knowingly failed to disclose such a conflict of interest.
- The impact such a failure to disclose the conflict of interest has or may have on the City, including its reputation and the impact on its obligation to conduct a fair competitive procurement process.

#### **15.2.4 Participating in Bidding Practices Prohibited by Statute**

If the City has reason to suspect a vendor or vendors are engaged in bid-rigging, price-fixing, bribery or collusion or other behaviors or practices prohibited by federal or state statutes in connection with a City procurement opportunity, the City should contact the appropriate authorities and provide such assistance as is required and support a subsequent investigation and if applicable, prosecution.

If a vendor is convicted of bid-rigging, price-fixing or collusion in connection with a City procurement or in connection with other public sector procurements, the City shall disqualify that vendor.

#### **15.2.5 Unethical Bidding Practices**

A vendor may engage in unethical bidding practices that do not amount to a criminal or statutory offense, but such practices may still warrant disqualification from bidding on the City procurement opportunities. Examples of such unethical bidding practices include inappropriate offers of gifts to City employees, elected officials, officers, consultants, advisors or other City representatives and misrepresentations in proposals and inappropriate in-process lobbying of or communication with City employees, elected officials, officers, consultants, advisors or other City representatives during a procurement process. The City must conduct a full review of the unethical practice in question and perform a contextual analysis to determine whether the vendor or vendors in question should be disqualified. For example, did the unethical bidding practice compromise the City's ability to run a fair procurement process?

#### **15.2.6 Poor Performance**

If a vendor performs poorly on a contract with the City, the City may consider disqualifying that vendor in the following circumstances:

- The contract was terminated for performance issues prior to expiry;
- There were un-rectified performance issues on a contract that resulted in extra costs and or delays to the City;
- The goods were defective and were not replaced or repaired or required multiple repairs; or
- The City brought litigation proceeding against the vendor in connection with issues related to the contract.

All performance issues in connection with City contracts must be escalated to Finance and brought to the attention of the City Manager. Performance issues must be supported by documentation evidencing the notification to the vendor of performance issues and all escalation of such performance issues.

### **15.3 Disqualification Process**

The Finance Director may disqualify a vendor in writing after notice and hearing to the vendor.

The written decision of disqualification shall also include the length of the disqualification. A vendor may be disqualified for period of up to three (3) years. The length of the disqualification period should be proportional to the reasons for the disqualification and fair and the full three-year disqualification should only be applied in the most serious of disqualifications.

A disqualification can either be a blanket disqualification or a disqualification to provide specific goods, services or construction and the recommendation should clearly set out the scope of the disqualification.

Before the vendor is officially disqualified, the vendor must be notified in writing of the potential disqualification and shall be allowed to provide a written response within ten (10) calendar days of notification, including any supporting documentation necessary to support their case against disqualification.

***The Finance Director's opinion may be appealed to the City Manager as provided in Section 14.***

Procurement shall notify the vendor in question of the disqualification recommendation in writing via certified mail, return receipt requested. The notification letter should contain:

- Full details as to the reasons for the disqualification, including copies of any documents or correspondence to support such a disqualification.
- The length of the recommended disqualification period and scope, if applicable.
- The vendor's right to re-apply for eligibility within the prescribed time period and the process.

A disqualified vendor may apply to be re-eligible to participate in City procurement opportunities upon the completion of half of the original disqualification period. For example, if the original disqualification period was two (2) years, the vendor may apply for review of the disqualification after one (1) year.

In order to apply to be re-eligible, the vendor must submit a written case for re-instatement, including supporting documentation, if necessary, that provides reasons why the original reason for the disqualification would no longer prove a risk for the City. Applications for review of eligibility are to be reviewed by the department director, the Finance Director, and City Manager.

If the department director, the Finance Director, and City Manager are convinced that the reasons for the original disqualification will no longer present risk for the City should it do business again with the vendor in question, then the Finance Director may reinstate that vendor.

Procurement shall maintain an up-to-date and current list of all disqualified vendors. Any vendor having an officer or director that was an officer or director of a vendor on the disqualified list at the time it was disqualified is also considered disqualified. The list should contain the full name of the vendor, the names of the officers or directors of the vendor, the reasons for the disqualification, the file number where the written recommendation for the disqualification is filed, the length of the disqualification period and the date of the expiry of the disqualification period.

Review of the disqualification list against a list of vendors and their officers or directors should be conducted for each procurement to ensure the disqualified vendors are not allowed to continue in the process.

**Procurement Manual**  
**ARTICLE 16: INTERLOCAL CONTRACTS PROCUREMENT**

**16.1 General Information**

An interlocal contract is a contract between governmental agencies for services. All purchases from interlocal contracts require approval by City Council.



**Procurement Policy**  
**ARTICLE 17: COOPERATIVE BUYING AGREEMENTS**

**17.1 General Information and Applicability**

The City may purchase goods and services through cooperative contracts. Agreements entered into pursuant to this Policy shall be limited to the areas of procurement of materials, services, professional services, construction or construction services, warehousing or materials management.

**17.2 When Agreement is Required and/or Authorized**

The City is not authorized to participate in cooperative buying agreement unless a cooperative agreement described in GC 791 or LGC 271 is executed between the parties or the parties are members of a cooperative purchasing group or authority that permits cooperative use amongst its membership. All cooperative agreements entered into pursuant to this Policy shall be approved by the City Council.

The City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any materials, services, professional services, construction or construction services with one or more government agencies in accordance with an agreement entered into between the participants. Parties under a cooperative purchasing agreement may:

- Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction.
- Cooperatively use materials or services.
- Commonly use or share warehousing facilities, capital equipment and other facilities.
- Provide personnel, except that the requesting eligible procurement unit may pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.
- On request, make available to other eligible public procurement units informational, technical or other services that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational or technical services has the right to request reimbursement for the reasonable and necessary costs of providing such services.

**17.3 Approval to Purchase from Cooperative Contract**

If the purchase is \$50,000 or less, the City Manager may approve the expenditure. If the purchase is in excess of \$50,000, City Council approval is required.

The City must have an interlocal agreement in place with the cooperative agency before a purchase can be made. Additional documentation may be required to ensure that the cooperative contract provides the best value to the City.

A list of approved cooperative purchasing programs is included in **Appendix C**.

#### **17.4 Prohibitions**

If a member of the governing body or an appointed board or commission of a municipality or county belongs to a cooperative association, the municipality or county may purchase equipment or supplies from the association only if no member of the governing body, board, or commission will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

**Procurement Policy**  
**ARTICLE 18: NON-DISCRIMINATION**

**18.1 Policy Statements**

No City contractor or vendor shall engage in any discriminatory employment practice.

No person shall, on the grounds of race, sex, age, disability, creed, color, national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from contracts with the City.

No City contractor or vendor, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the Americans with Disabilities Act (ADA).

**Procurement Policy**  
**ARTICLE 19: PREFERENCES**

**19.1 General Overview**

The City of Tomball has the right to implement any procurement practices which gives preference during consideration of a bid over other Bidders/Proposers.

**19.2 Environmentally Preferable Purchasing (EPP)**

The City may establish EPP policies to promote the purchase of environmentally preferable products throughout City departments, by incorporating environmental considerations into public purchasing to the extent it available, practical, and reasonably permitted by the Texas purchasing laws or any future policies directed by City Council.

**19.3 Criterial for Local Preference Purchases**

In compliance with LGC 271.905 and 271.9051, the City reserves the right to apply a local preference during consideration of a bid from a bidder whose principal place of business is in the City.

This Policy applies to the purchase of real property and personal property that is not affixed to real property or services (including construction services) through a competitive bid. This shall include IFBs awarded based upon lowest responsive, responsible bid, or awarded based upon best value.

**19.3.1 Lowest Responsible Bids**

A five percent (5%) price differential will apply to construction bids less than \$100,000 and all other bids, including services, less than \$500,000. This excludes telecommunication and information services. A three percent (3%) price differential will apply to bids, excluding construction and services, greater than \$500,000. The chart below is a summary of the criteria for Lowest Responsible Bids.

<b>LGC 271.9051</b>	<b>LGC 271.905</b>
5% Price Differential	3% Price Differential
Construction bids between \$50,000 and \$100,000	All other bids, excludes construction and services, greater than \$500,000
All other bids, including services, between \$50,000 and \$500,000	

### **19.3.2 Best Value Bids**

Price is only one of a number of determining factors that are weighted for evaluation purposes. As a result, an additional weighted factor will be added to all such bids for bidders meeting local preference criteria. The appropriate weight, either 5% or 3%, will be consistent with the criteria outlined in the chart above.

### **19.3.3 Local Bidder Preference Consideration Application**

A new and complete application must be submitted with each competitive bid by the due date, including a Tax Certification from the Harris County Tax Assessor/Collector per Resolution R2012-012.

This Policy does not apply to purchases obtained through an RFQ, RFP, bids involving federal funds, Cooperative Programs or Interlocal Agreements.

## **19.4 Reciprocal Law**

GC 2252.002 relates in part to bids by nonresident bidders for any type of contract awarded by a municipality, such as general construction, improvements, supplies, services, a public work project or for purchase of supplies, materials, or equipment.

GC 2252.002 states, “A government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following: (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located, or (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.”

The City reviews the applicability of this statute for all expenditures over \$50,000.

**Procurement Policy**  
**ARTICLE 20: ETHICS AND COMPLIANCE**

**20.1 General Information**

All City officials and employees acting on the behalf of the City of Tomball must observe the highest standard of ethics throughout the procurement process. Staff and other personnel, shall never use their authority for personal gain, and they must seek to uphold and enhance the standing of the City of Tomball.

**20.2 Ethical Requirements Relating to Municipal Procurement**

**20.2.1 State Laws**

City officials and employees must comply with various state laws with respect to purchasing. The following is intended to provide a summary and the general requirements of the laws.

Chapter 171, Texas Local Government Code

Chapter 171 of the Texas Local Government Code regulates a local public official's conflicts of interest. The law defines "local public official" as an elected official, such as a Council Member, or an appointed city official (paid or unpaid) who exercises responsibilities that are more than advisory in nature.

The law prohibits a local public official from shall not voteing or participateing in any matter involving a business entity or real property in which the official, or the officials family, has a substantial interest if an action on the matter will result in a special economic effect on the business that is distinguishable from the effect on the public or, in the case of a substantial interest in real property, it is reasonably foreseeable that the action will have a special economic effect on the value of the property, distinguishable from its effect on the public.

A local public official who has such interest is required to file, before a vote or decision on any matter involving the business entity or real property, an affidavit with City Secretary, stating the nature and extent of the interest.

A local public official is required to abstain from participating in the matter.

A local public official who is required to file an affidavit is not required to abstain from participating in the matter if a majority of the members of the governing body have a substantial interest and file affidavits of similar interests on the same official matter.

Chapter 176, Texas Local Government Code

A Council Member, City Manager, Department Director, administrator, or any other person who is exercises any discretion in the selection of a vendor shall file a FORM CIS if the

person, or the person's family, has an employment or business relationship with a vendor who conducts business with the City.

An officer is required to file a conflicts disclosure statement ("statement") if a vendor enters into a contract with the City, or if the City is considering entering into a contract with the vendor, and the officer or officer's family member has an employment or other business relationship with the vendor that results in the officer or officer's family member receiving taxable income that exceeds \$2,500.00 in the preceding twelve months.

An officer is required to file a statement if the officer or officer's family member accepts a gift(s) from a vendor with an aggregate value of more than \$250.00 in the preceding twelve months. An officer is not required to file a statement in relation to a gift, regardless of amount, that is accepted by an officer or officer's family member if the gift is given by a family member of the person accepting the gift, is a political contribution, or is food, lodging, transportation, or entertainment accepted as a guest.

An officer or vendor who knowingly fails to file a statement or a disclosure when required to do so commits a Class C misdemeanor.

Chapter 252, Texas Local Government Code – Sequential and Component Purchases

Separate, sequential, or component purchases to avoid placing any purchase in a lower cost bracket in order to avoid approval levels or the competitive bid process are prohibited. A Department shall manage and plan in such ways that all purchases are made in sufficient quantities to meet needs. "Separate Purchases" mean purchases made separately of items that in normal purchasing practices would be bought in one purchase. "Component Purchases" means purchases of the component parts of an item that in normal purchasing practices would be bought in one purchase. "Sequential Purchases" means purchases of items made over a period that in normal purchasing practices would be bought in one purchase. (See §§252.001, 252.062, TX. Local Gov't Code).

Chapter 252, Texas Local Government Code – Penalties and Remedies

If a person fails to comply with the competitive bidding or competitive proposal procedures required by Chapter 252, Texas Local Government Code, that person may be convicted of a Class B misdemeanor. A Class B misdemeanor may be punished by a fine of up to \$2,000.00, confinement in jail for up to 180 days, or both the fine and confinement.

An individual is automatically removed from his or her position if that person is finally convicted of failing to comply with the competitive bidding or competitive proposal procedures required by Chapter 252. Once removed from office, such a person may not hold any public office in this state for four years after the date of final conviction. Also, for four years after the date of final conviction, the convicted person may not be employed by the city where the person was serving when the offense occurred and may not receive any compensation through a contract with the city.

State law specifies that if a city enters into a contract without complying with the competitive bidding or competitive proposal requirements of Chapter 252, the contract is void. (See §252.061, TX. Local Gov't Code)

### **20.2.2 Local Rules**

The City demands the highest ethical standards of conduct from its employees and from vendors or contractors dealing with the City. City employees engaged in purchasing must comply with the following ethical standards.

#### Gratuities

Certain kinds of conduct such as offering gifts, gratuities, or discounts to City employees to influence their decisions in the purchasing process are expressly prohibited.

The City may reject a bid or cancel a contract without liability if it is determined by the City that gratuities were offered or given by a vendor or contractor, or an agent or representative of the vendor or contractor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract.

In the event a contract is cancelled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the vendor or contractor in providing such gratuities.

#### Confidential Information

It is a violation of City policy for any employee to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person. Any use of such information shall be grounds for discipline, up to and including dismissal.

#### Purchases for personal, private use

No employee may use the purchasing power of the City to make purchases for personal, private use. Employees should not have private purchases sent or delivered to the City, City facilities, or City buildings.

#### Travel, meals, and other expenses paid by vendor or contractor.

Travel costs to a vendor's or contractor's site shall be paid by the vendor or contractor only if the bid or proposal solicitation specifically stated that such visits would be at the vendor's or contractor's sole expense. The City will pay all other travel costs. Employees must fully document the visits and related expenses.

### **20.3 Required Forms from All Vendors**

All vendors wishing to do business with the City of Tomball will be required to complete the forms found on **(Exhibit D)** in this document.



These forms are for the permanent record of the city and will be kept for the purpose of conforming to the afore mentioned statutory requirements stated in this section, the generally accepted accounting/auditing rules or requirements, and any requirements that federally funded programs may mandate of which the City may be participating with.

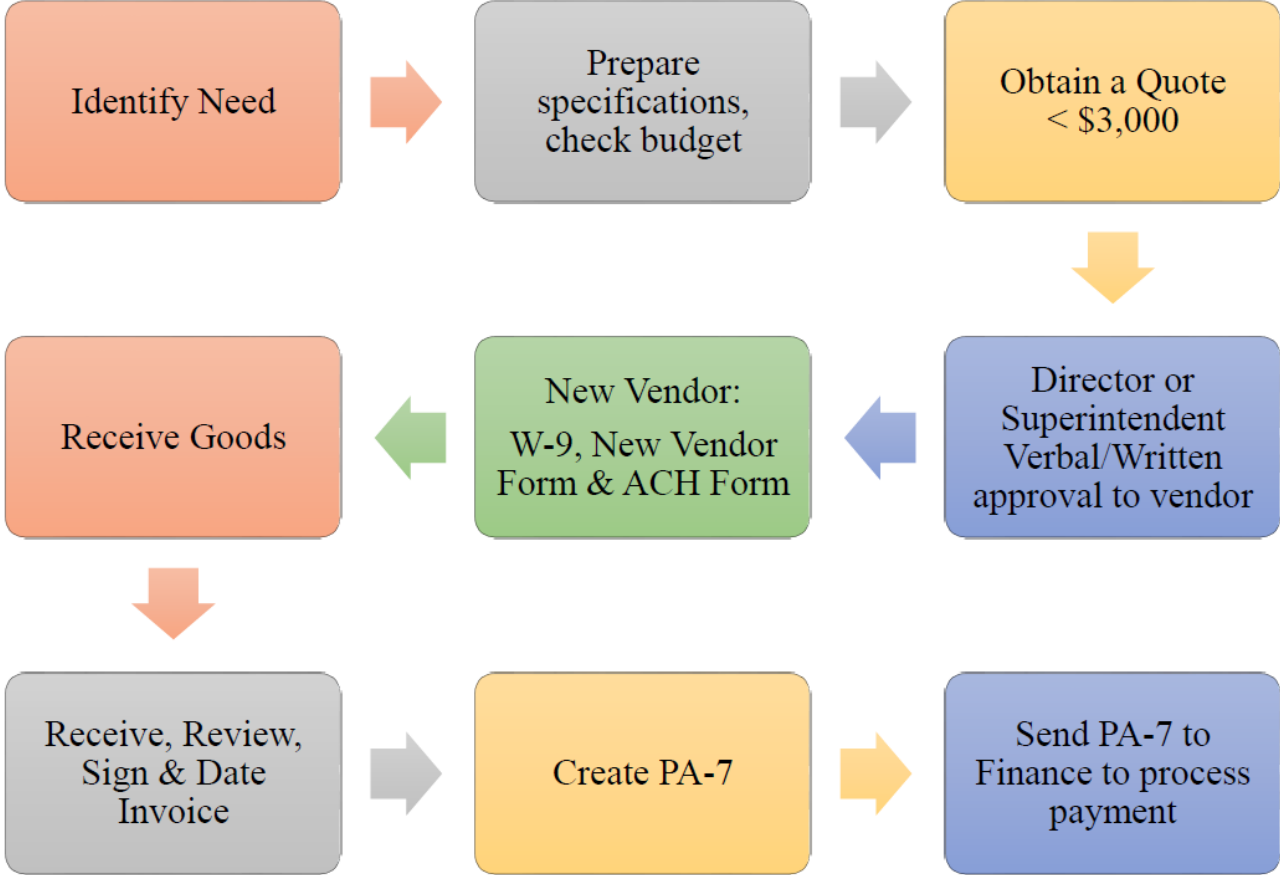
Failure to provide completed and signed forms may cause the vendor to not be accepted as a registered vendor with the City of Tomball.

Additionally, Departments are encouraged to do business with companies who adhere to the federal and state labor laws and regulations including:

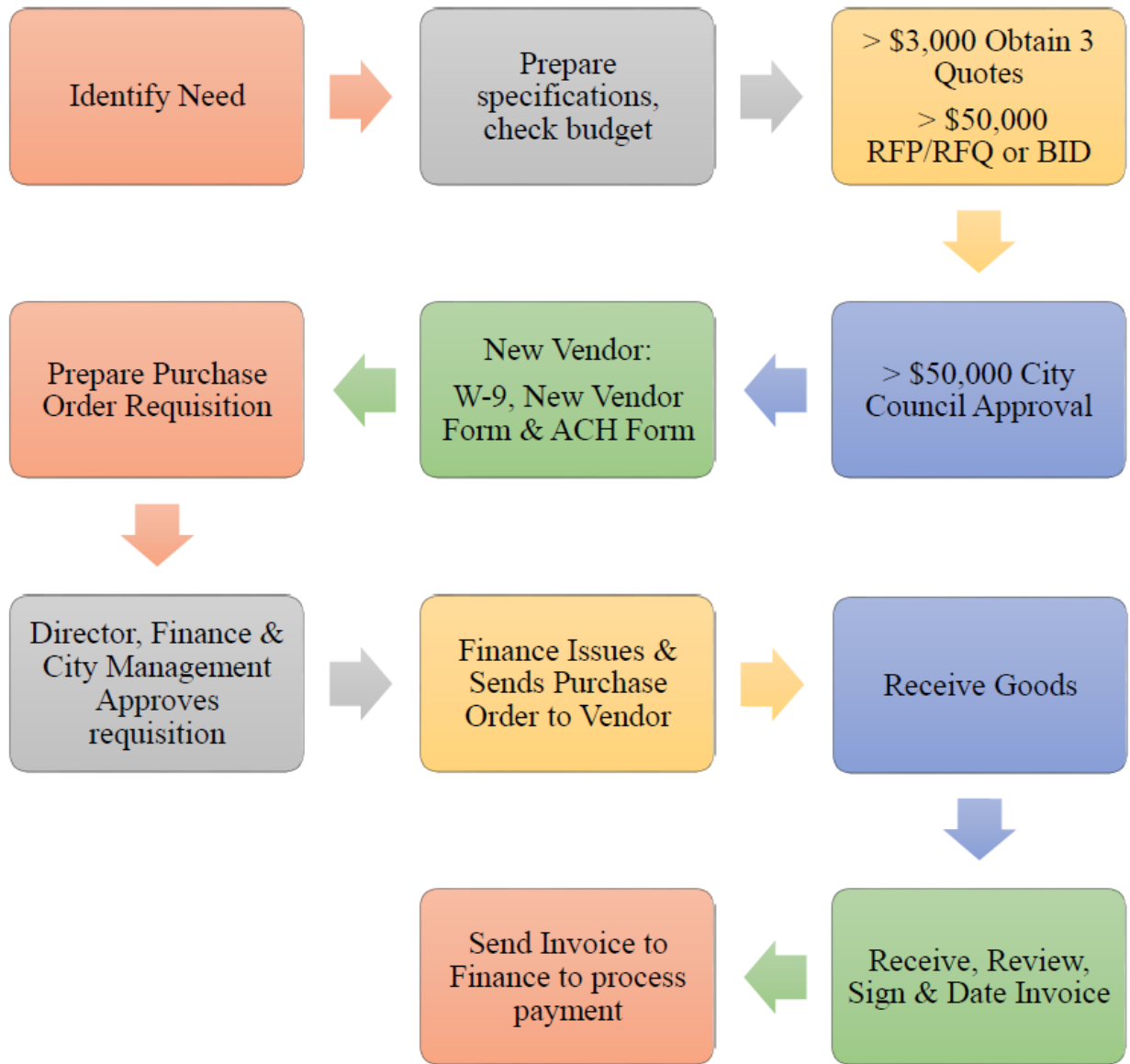
- The Fair Labor Standards Act through limiting child labor, requiring payment for overtime work, and establishing a minimum wage.
- The Occupational Health and Safety Act which requires safe working practices and procedures in all projects.
- Any state or federal law, including executive orders, prohibiting discrimination or harassment in the work place.

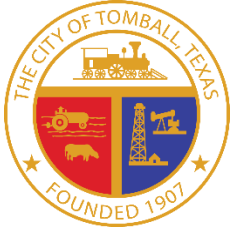
# Exhibit A

## PURCHASES < \$3,000



## PURCHASES > \$3,000





# Exhibit B

## City of Tomball

### Request for Reimbursement

Upon approval received from the Finance Director, prior to purchase, reimbursements may be processed for certain goods or services, ONLY in instances where sufficient time may not allow approval through the purchase order process. Instances where prior approval were not authorized, may be cause for non-payment of the request.

The Purchasing Agent will review submitted Request for Reimbursement and either acknowledge that the request may move forward in processing; or, if discrepancies are found, advise that the form be returned to the requesting division to correct or process through the purchase order process.

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

Department: \_\_\_\_\_

#### Request for Reimbursement:

Suppliers Name:
Good or Service:
Amount:

Justification for this Reimbursement

--

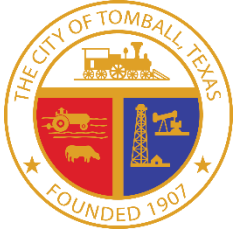
Do you have a PCard?      YES      NO

Do you need a PCard for future transactions?      YES      NO

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

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director: \_\_\_\_\_ Date: \_\_\_\_\_



# Exhibit C

## City of Tomball

### Purchase Order Requisition Process

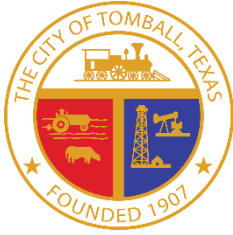
Purchase orders (PO's) are ***required*** for all purchases in excess of \$3,000, unless otherwise exempt as indicated in the exemptions section below. Purchase order requisitions must be approved prior to making a purchase. Purchase order requisitions may be submitted for purchases under \$3,000, but are not required. Departments may use a procurement card or check requests for purchases under \$3,000 so long as the purchase complies with this Policy, the Procurement Card Policy, and other applicable policies or regulations.

Items that **do not require** a purchase order and may be paid with a procurement card or check request are:

- Catered event fees; Election fees; Membership or professional association dues and fees; Registration fees; Regulatory fees;
  - Periodicals;
  - Postage;
  - Subscriptions;
  - Travel expenses;
  - Tuition;
  - Utilities; and
  - Other fees as approved in writing by the Finance Director.
1. Purchases more than \$3,000 but less than \$50,000 require 3 written Competitive Quotations with 2 Historically Underutilized Businesses (HUB) Quotations
  2. All Purchases more than \$50,000, either individually or in aggregate, approved during the budget process still require an RFP, RFQ or BID and go before City Council for approval
  3. New Vendor – Must fill out a New Vendor Packet
  4. Each department will generate their own Purchase Order Requisition Including the following:
    - Vendor
    - Vendor Email
    - Department
    - Account number
    - Shipping Address
    - Detailed Description must include contract # with CO-OP
    - Price
    - Shipping

All supporting documents must be attached to the Purchase Order Requisition

- Competitive Quotations with 2 HUB Quotations, RFP, RFQ or BID documentation
  - A copy of the agenda item data sheet reflecting council's approval
  - Sole Source Letter and Sole Source Justification Form
5. Finance Department shall verify that all required documentation is provided and issue a Purchase Order after all appropriate levels of authorization have been completed.
  6. The department receiving such product and/or service shall notate invoice with their signature and forward to the Finance Department for payment.



# Exhibit D

## City of Tomball New Vendor Form

### Vendor Information

Legal Name:
Alias/DBA:
Email:
Phone Number:

### Primary Business Address Information

Street Address:		
City:	State:	Zip Code:

### Remittance Address Information

*(Skip if identical to Business Address)*

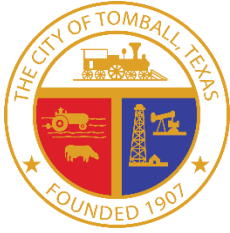
Street Address:		
City:	State:	Zip Code:

### IRS 1099 Address Information

*(Skip if identical to Business Address)*

Street Address:		
City:	State:	Zip Code:

- You must attach a completed W-9 form with this submission.
- To receive ACH payments, please complete the ACH Payment Authorization and provide the required documentation.
- Email this form with requested documentation to: [apayable@tomballtx.gov](mailto:apayable@tomballtx.gov)



# Exhibit E

## City of Tomball

### Sole Source Justification Form

*For Internal Use Only*

A sole source procurement is the acquisition of a good, service, professional service or public work in which there is only one source. Sole source procurement shall be avoided, except when no available alternative sources exist. Sole source procurements require the approval of the City Council for purchases over \$50,000.

*An Original Sole Source Letter from the Vendor **MUST** be attached with the Sole Source Justification Form.*

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

**Proposed Source:**

Suppliers Name:
Contact Name:
Email:
Phone Number:

Justification for this Sole Source:

--

Efforts made to find other Sources:

--

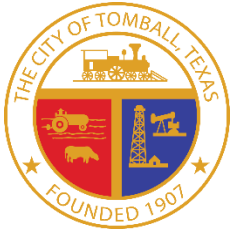
Proposed Source: Describe the good or service including details of model number or software version and what/where the service will be performed. Provide Scope of Work if applicable:

--

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director: \_\_\_\_\_ Date: \_\_\_\_\_



# Exhibit F

## City of Tomball Emergency Purchase Justification Form

*For Internal Use Only*

Emergency purchase when a public calamity requires immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality, or to protect public health, welfare, or safety, or necessary because of unforeseen damage to public machinery or property.

Emergency procurements shall be avoided, except when no reasonable alternative approach exist. Emergency purchases require ratification of the purchase by City Council for expenditures exceeding \$50,000.

Department: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_

Nature, cause of the emergency: Explain what emergency or cause situation to exist.

Financial/Operation Damage: Explain the damage that would occur if this purchase was not made immediately.

Reason purchase was not anticipated: Explain why the need was not anticipated, and occurred through normal procedures.

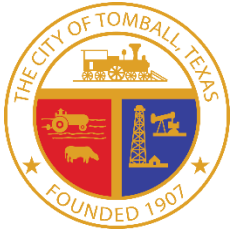
Requested By \_\_\_\_\_ Date \_\_\_\_\_

Department Head \_\_\_\_\_ Date \_\_\_\_\_

Finance Director \_\_\_\_\_ Date \_\_\_\_\_

City Management \_\_\_\_\_ Date \_\_\_\_\_





# Exhibit G

## City of Tomball

### Exemption from Competitive Bidding Form

This form is used to request exemption from the City of Tomball and Federal requirements for competition in purchasing. The requirement for competition starts at any purchase of \$3,000.00 or more. Exemptions from Competitive Bid procurements require the approval of the City Council for purchases over \$50,000.

Department	
Department Requestor	
Description of Product/Service	
Total Cost of the Purchase or for the Entire term of the Contract	
Supplier or Contractor Name:	

*\* NOTE: Supplier's Quotation, Scope of Work, or Detailed Specifications must be attached.*

**Define why there is an exemption from Competitive Bidding:**

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director: \_\_\_\_\_ Date: \_\_\_\_\_

City Management \_\_\_\_\_ Date: \_\_\_\_\_

# Exhibit H

## PROCEDURE FOR PURCHASING EQUIPMENT AND VEHICLES

All equipment and vehicle purchases must be processed through Finance. Specifications must be forwarded to the Finance Director, or designee, who will be responsible for soliciting bids and authorizing the purchase of vehicles and equipment as approved by either the City Manager or City Council. Approval of the department director is required and approval by the City Council is required if the purchase exceeds \$50,000.

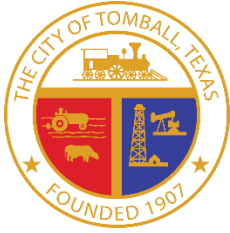
1. Identify fleet that needs to be replaced

<b>REPLACEMENT SCHEDULE</b>	
Patrol Vehicles	4 Years or 100,000
Small Field Equipment (Mowers, gators, golf carts and small handheld equipment) < \$20,000	4-6 Years
Administrative Vehicles / Non - Diesel Vehicles	7 Year or 100,000
Diesel Vehicles	10 Years 150,000
Heavy Equipment/ Trailers	15 - 20 Years
Fire Apparatuses	20 Years

2. Identify new fleet to be purchased
3. Generate Specs
4. Obtain three competitive quotations, cooperative contract or BID
5. Verify Funds have been budgeted
6. Finance department will need to review documentation, when approved a unit number will be assigned to each vehicle and equipment.
7. Agenda Data sheet must be created and entered into MuniCode by the Finance department.
8. All Purchases more than \$50,000, either individually or in aggregate, approved during the budget process must still go before City Council for approval
9. Each department will generate their own Purchase Order Requisition Including the following:
  - Vendor Name and Contact Information
  - Department
  - Account Number
  - Shipping Address
  - Detailed Description including Make, Model, Unit Number & Contract #
  - Price
  - Shipping, if applicable

All supporting documents must be attached to the Purchase Order Requisition

  - Specs
  - Competitive Quotations, RFP, RFQ or BID documentation
  - A copy of the agenda item data sheet reflecting council's approval
10. Finance Department shall verify that all required documentation is provided and issue a Purchase Order after all appropriate levels of authorization have been completed.
11. When fleet is received the department shall notate invoice with their signature and forward to the Finance Department for payment.
  - All documentation and manuals (Invoice dated with received date, Certificate of Origin, Vehicle Inspection Report, odometer statement, title application from dealer, etc.)



# Exhibit I

## City of Tomball

### Conflict of Interest Disclosure Form

A local government official or Employee must disclose certain relationships with vendors to the City. The official or Employee must file a disclosure statement if the vendor who is contracting or has contracted with the City has:

- A familial relationship with the official;
- An employment of other business relationship with the official or a family member of the official that results in receiving more than \$2,500 of taxable income over a 12-month period;
- or
- Given the official or family member of the official one or more gifts that have an aggregate value over \$100 in the 12-month period preceding the date the official becomes aware of the contract or potential contract with the City.

Official/Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Position/Title: \_\_\_\_\_ Employee Number: \_\_\_\_\_

I hereby declare that I do not have any relatives or close personal relationships with any vendors who is contracting or has contracted with the City of Tomball.

I hereby declare that I currently have relatives or close personal relationships with a vendor whose name and details are listed below:

Vendor Name	Individual Name	Relationship

Description of Contract(s) or Purchase(s):

Official/Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Management Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix A

### Laws and Statutes Governing Procurement

Federal Regulations	
Code of Federal Regulations	<a href="#">Title 2, Subtitle A, Chapter II, Part 200</a>
State Regulations	
Government Code	<a href="#">Chapter 552. Public Information</a> <a href="#">Chapter 573. Degrees of Relationship; Nepotism Prohibitions</a> <a href="#">Chapter 791. Interlocal Cooperation Contracts</a> <a href="#">Chapter 2155. Purchasing: General Rules and Procedures</a> <a href="#">Chapter 2251. Payment for Goods and Services</a> <a href="#">Chapter 2252. Contracts with Governmental Entity</a> <a href="#">Chapter 2253. Public Work Performance and Payment Bonds</a> <a href="#">Chapter 2254. Professional and Consulting Services</a> <a href="#">Chapter 2256. Public Funds Investment Act</a> <a href="#">Chapter 2257. Collateral for Public Funds</a> <a href="#">Chapter 2258. Prevailing Wage Rates</a> <a href="#">Chapter 2259. Self-Insurance by Governmental Units</a> <a href="#">Chapter 2267. Public and Private Facilities and Infrastructure</a> <a href="#">Chapter 2269. Contracting and Delivery Procedures for Construction Projects</a>
Local Government Code	<a href="#">Chapter 105. Depositories for Municipal Funds</a> <a href="#">Chapter 171. Regulation of Conflicts of Interest of Officers of Municipalities, Counties, and Certain Other Local Governments</a> <a href="#">Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information</a> <a href="#">Chapter 252. Purchasing and Contracting Authority of Municipalities</a> <a href="#">Chapter 271. Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments</a> <a href="#">Chapter 272. Sale or Lease of Property by Municipalities, Counties, and Certain Other Local Governments</a> <a href="#">Chapter 273. Acquisition of Property for Public Purposes by Municipalities, Counties, and Other Local Governments</a> <a href="#">Chapter 304. Energy Aggregation Measures for Local Governments</a>
Transportation Code	<a href="#">Chapter 728. Sale or Transfer of Motor Vehicles and Master Keys</a>
Health & Safety Code	<a href="#">Chapter 386. Texas Emissions Reduction Plan</a>
Occupations Code	<a href="#">Chapter 1001. Texas Board of Professional Engineers and Land Surveyors</a>
Labor Code	<a href="#">Chapter 406. Workers' Compensation Insurance Coverage</a>

**Appendix B**  
**City of Tomball**  
**City Charter & Code of Ordinances**  
**Sections Relating to Procurement**

**Tomball City Charter**

**Article VI, Section 6.07 – Conflict of Interest in City Contracts**

No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services except as provided by State law. Any violation of this Section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the Council may invalidate the contract involved.

**Article VI, Section 6.08 – Mayor and Mayor Pro-Tem**

The Mayor shall be the official head of the City government. The Mayor shall be the Chairman and shall preside at all meetings of the Council. The Mayor shall see that all ordinances, bylaws and resolutions of the Council are faithfully obeyed and enforced. The Mayor shall, when authorized by the Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts and bonds. The Mayor shall appoint special committees as he deems advisable, subject to approval by Council, or as instructed by the Council. The Mayor shall perform such other duties consistent with this Charter or as may be imposed upon him by Council.

The Council, at its first meeting after the election of Councilmen, shall elect one of its members Mayor Pro-Tem, and he shall perform all the duties of the Mayor in the absence or disability of the Mayor. The Mayor Pro-Tem shall retain his voting privileges when acting in the absence of the Mayor.

**Article VII, Section 7.01 – City Manager**

A. *Appointment and Qualifications.* The Council shall appoint an administrative and executive officer of the City who shall be responsible to the Council for the administration of all the affairs of the City. He shall be chosen by the Council solely on the basis of his executive and administrative training, experience and ability. No member of the Council shall, during the time for which he is elected and for one year thereafter, be appointed City Manager.

B. *Term and Salary.*

(1) The City Manager shall be appointed for a term not to exceed two years by a majority vote of the entire Council. The appointment shall be secured through an explicit contractual agreement which shall protect the rights of both the Council and the City Manager.

(2) The City Manager shall receive compensation as may be fixed by the Council.

C. *Duties of the City Manager.* The City Manager shall:

(1) Be responsible to the Council for the efficient and economical administration of the City government. He shall have the authority, with the approval of the Council, to appoint and remove all department heads. He shall have the authority to appoint and remove all

other employees in the administrative service of the City. He may authorize the head of a department to appoint and remove subordinates in his respective department. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager.

(2) Prepare the budget annually and submit it to the Council and be responsible for its administration after adoption.

(3) Prepare and submit to the Council, as of the end of the fiscal year, a complete report on the finances and administrative activities of the City for the preceding year.

(4) Keep the Council advised of the financial condition and future needs of the City and make such recommendations as may seem desirable.

(5) Perform such duties as may be prescribed by this Charter or may be required of him by the Council, not inconsistent with this Charter.

(6) Prepare a written report to the Council, first in 2019, and thereafter at intervals not exceeding five years, as to the need for revision of the city Charter, with special attention given to conflicts, if any, between the Charter and state law and recommending such amendments to the Charter as may seem necessary for legal, administrative, or other reasons.

#### **Article VII, Section 7.02 – Assistant City Manager**

The City Manager, with the approval of the Council, may appoint an Assistant City Manager. Such Assistant City Manager shall have all of the powers and duties as delineated by his job description, and in the event of the absence or disability of the City Manager, he shall fill all the duties of the City Manager.

#### **Article VII, Section 7.05 – Finance Director**

There shall be a Finance Director for the City. The City Manager, with the approval of the Council, shall appoint a Finance Director and such assistants as the Council shall deem advisable. The Finance Director shall perform the duties delegated to him by the City Manager and those which may be imposed upon him by the laws of the State of Texas.

#### **Article VIII, Section 8.16 – Purchase Procedure**

All purchases made and contracts executed by the City shall be pursuant to the laws established by the State of Texas.

#### **Article VIII, Section 8.17 – Disbursement of Funds**

All checks, vouchers or warrants for the withdrawal of money from the City Depository shall be signed by the City Manager and countersigned by the City Secretary or the Finance Director. In the absence of the City Manager, the Mayor, or the Mayor Pro-Tem in the absence of the Mayor, may sign.

## **Code of Ordinances**

### **Chapter 2 Administration, Article II City Council, Division 1 Generally, Section 2-20 – Conflicts of Interest**

No member of the city council shall be the surety of any person having any contract, work or business with the city, for the performance of which security may be required, nor be security on the official bond of any officer of the city.

### **Chapter 2 Administration, Article II City Council, Division 2 Mayor, Section 2-57 – Sign Various Instruments**

The mayor shall officially sign all warrants upon the city treasury, and all notes, bonds, contracts and obligations in writing entered into by the city. It shall be his duty to see that all contracts with the city are faithfully performed by the contractors.

### **Chapter 2 Administration, Article III Officers and Employees, Division 5 Code of Ethics, Section 2-210 Declaration of Policy**

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

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

### **Chapter 2 Administration, Article III Officers and Employees, Division 5 Code of Ethics, Section 2-211 Definitions**

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

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

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

*City official* means a city officer or city employee.

### **Chapter 2 Administration, Article III Officers and Employees, Division 5 Code of Ethics, Section 2-212 Ethical Principles**

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

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

- (2) Recognize that the chief function of local government at all times is to serve the best interests of all of the people;
- (3) Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources;
- (4) Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the council or the city. Do not seek or accept gifts or special favors; believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest;
- (5) Recognize that public and political policy decisions, based on established values, are ultimately the responsibility of the city and city council; and
- (6) Conduct business in open, duly noticed meetings in order to be directly accountable to the citizens of the city. It is recognized that certain exceptions are made by the state for executive sessions; however, any action as a result of that type of meeting will be handled later in open session.

**Chapter 2 Administration, Article III Officers and Employees, Division 5 Code of Ethics, Section 2-213 Standards of Conduct**

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

- (1) *Grant of special consideration.* No city official shall grant any special consideration, treatment or advantage to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization or group. This shall not prevent special considerations authorized and granted by the city council for the purpose of creating incentives necessary to secure or retain employees.
- (2) *Appearances on behalf of private interests.* No city official shall represent or appear on behalf of private interests of others before any agency of the city, or any city board, commission, committee or city council concerning any case, project or matter over which the official exercises discretionary authority, nor shall a city official represent any private interest of others in any action or proceeding involving the city, nor voluntarily participate on behalf of others in any litigation to which the city is a party.
- (3) *Appearances by past officials.* No city official, holding a position which involves decision-making, advisory or supervisory responsibility, shall, within 12 months following the end of service with the city, represent or appear on behalf of private interests of others before the city or any agency thereof concerning any case, project, or matter over which the official has exercised discretionary authority.
- (4) *Securing special privileges.* No city official shall use his official position to secure special privilege or exemption for himself or others.
- (5) *Gifts.* No city official shall accept or solicit any gift or favor that could reasonably tend to influence that individual in the discharge of official duties or that the official knows or should know has been offered with the intent to influence or reward official conduct.
- (6) *Disclosure or use of confidential information.* No city official shall disclose any confidential information gained by reason of his office or employment with the city, concerning any property, operation, policy or affair of the city, or use such confidential



information to advance any personal interest, financial or otherwise, of such official or others.

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

(8) *Incompatible employment.* No city official shall accept outside employment which is incompatible with the full and proper discharge of his duties and responsibilities with the city, or which might impair his independent judgment in the performance of his public duty.

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

## **Chapter 2 Administration, Article III Officers and Employees, Division 5 Code of Ethics, Section 2-214 State Laws Governing Conduct**

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

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

- a. The proposed action would have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- b. It is reasonably foreseeable that the action would have a special economic effect on the value of the real property which is distinguishable from its effect on the public. An exception to the abstention rule is provided in cases where a majority of members of the entity are likewise required to and do file affidavits.

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

- a. Owns ten percent or more of the voting stock or shares of the business entity;
- b. Owns ten percent or more or \$5,000.00 or more of the fair market value of the business entity; or
- c. Has received from the business entity funds which exceed ten percent of the official's gross income for the prior year.

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

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

(5) It is an offense for a local public official to act as a surety for a business entity that is contracting with the city, or to act a surety on any official bond required of an officer of the city. State Law reference— Similar provisions V.T.C.A., Local Government Code § 171.003.

(6) A local public official is considered to have a substantial interest if a person related to the official in the first degree by consanguinity or affinity has a substantial interest. State Law reference— Similar provisions, V.T.C.A., Local Government Code § 171.002(c).

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

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

- (1) Any benefit as consideration for a decision, opinion, recommendation, vote or other exercise of discretion as a public servant;
- (2) Any benefit as consideration for a decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding; or
- (3) Any benefit as consideration for a violation of a duty imposed by law on a public servant. State Law reference— Similar provisions, V.T.C.A., Penal Code § 36.02.

(c) *Gifts to public servants*.

- (1) It is unlawful for a city official to solicit, accept or agree to accept any benefit from a person the official knows is subject to regulation, inspection or investigation by the official or the city. State Law reference— Similar provisions, V.T.C.A., Penal Code § 36.08(a).
- (2) In the event of litigation involving the city, it is unlawful for any city official to solicit, accept or agree to accept any benefit from a person against whom the official knows litigation is pending or contemplated by the official or the city. State Law reference— Similar provisions, V.T.C.A., Penal Code § 36.08(c).
- (3) It is unlawful for a city official who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government to solicit, accept or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion. State Law reference— Similar provisions, V.T.C.A., Penal Code § 36.08(d).
- (4) It is unlawful for a city official who has judicial or administrative authority, is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decision, to solicit, accept or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any matter before the official or tribunal. State Law reference— Similar provisions, V.T.C.A., Penal Code § 36.08(e).
- (5) Exceptions to gifts to public servants. The provisions of V.T.C.A., Penal Code § 36.08, described in subsections (c)(1) thru (4) of this section, do not apply to:
  - a. Fees prescribed by law to be received by the public official or any other benefit to which the official is lawfully entitled and for which the official has given legitimate consideration;
  - b. Gifts or other benefits conferred on account of kinship or personal, professional, or business relationships independent of the official's status with the city;
  - c. Certain honorariums in consideration of legitimate services;
  - d. Benefits consisting of food, lodging, transportation or entertainment accepted as a guest and reported as required by law; or
  - e. Benefits for which statements must be filed pursuant to V.T.C.A., Election Code §§ 251.011 and 251.012, if the benefit and source of any benefit exceeding

\$50.00 is reported and the benefit is used solely to defray expenses which accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the city. State Law reference— Similar provisions, V.T.C.A., Penal Code § 36.10.

(d) *Tampering with governmental records.* It is unlawful for any person to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use any record, document, or thing with knowledge of its falsity with the intent that it be taken as a genuine governmental record, or to intentionally destroy, conceal, remove or otherwise impair the verity, legibility or availability of a governmental record. State Law reference— Similar provisions, V.T.C.A., Penal Code, § 37.10.

(e) *Impersonating public servant.* It is unlawful for any person to impersonate a city official with intent to induce another to submit to his pretended official authority or to rely on his pretended official acts. State Law reference— Similar provisions, V.T.C.A., Penal Code § 37.11.

(f) *Misuse of official information.* It is unlawful for a city official, in reliance on information to which he has access as a result of his office and which has not been made public, to acquire or aid another in acquiring a pecuniary interest in any property, transaction or enterprise that may be affected by the information or to speculate or aid another in speculating on the basis of the information. State Law reference— Similar provisions, V.T.C.A., Penal Code § 39.03.

(g) *Disrupting meeting or procession.* It is unlawful for any person, with intent to prevent or disrupt a lawful meeting, to obstruct or interfere with the meeting by physical action or verbal utterance. State Law reference— Similar provisions, V.T.C.A., Penal Code § 42.05.

(h) *Official oppression.* It is unlawful for a city official to intentionally subject another to mistreatment or to arrest, detention, search, seizure, dispossession, assessment or lien that he knows is unlawful, to intentionally deny or impede another in the exercise or enjoyment of any right, privilege, power or immunity, knowing his conduct is unlawful, or to intentionally subject another to sexual harassment. State Law reference— Similar provisions, V.T.C.A., Penal Code § 39.02.

(i) *Official misconduct.* It is unlawful for a city official, with intent to obtain a benefit or with intent to harm another, to intentionally or knowingly violate a law relating to his office or employment or to misapply any thing of value belonging to the government that has come into his custody or possession by virtue of his office or employment. State Law reference— Similar provisions, V.T.C.A., Penal Code § 39.01.

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

(1) It is unlawful for any city official to appoint, or vote for the appointment, to any office, employment or duty, of any person related within the second degree by affinity or within the third degree by consanguinity to the person so appointing or so voting, or to any other member of a board or governing body to which the person so voting or appointing may be a member, when the salary, fees or compensation of such appointee is to be paid out of public funds. An exception is provided for persons who have been

continuously employed in such office, employment or duty for the following periods prior to the election or appointment, as applicable, of the officer or member related to such employee in the prohibited degree:

- a. At least 30 days, if the officer or member is appointed; or
- b. At least six months, if the officer or member is elected.

(2) When a person is allowed to continue in an office, position or duty because of an exception above, the officer who is related to such person in the prohibited degree shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, reemployment, change in status, compensation or dismissal of such person, if such action applies only to such person and is not taken with respect to a bona fide class or category of employees. Charter reference— Similar provisions, [§ 6.05](#). State Law reference— Similar provisions, V.T.C.A., Government Code § 573.041.

(k) *Disclosure of interest in property.* It is unlawful for a city official, or a person elected, appointed or employed as a city official but for which office such person has not yet qualified, to fail to make public disclosure of any legal or equitable interest he may have in property which is acquired with public funds, provided such official has actual notice of the acquisition or intended acquisition. The public disclosure required is the filing of an affidavit with the county clerks of all counties in which the property is located and wherein the official resides at least ten days prior to the acquisition. Charter reference— Conflict of interest in city contracts, [§ 6.07](#). State Law reference— Similar provisions, V.T.C.A., Government Code § 553.02.

**Chapter 2 Administration, Article III Officers and Employees, Division 5 Code of Ethics, Section 2-215 Violations**

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

(b) Penalties for violations of conduct described in [section 2-214](#) are as set forth in the applicable statutory provision.

## **Appendix C**

### **Approved Purchasing Cooperatives**

Buyboard National Purchasing Cooperative

1 Government Procurement Alliance (1GPA)

Texas Department of Information Resources (DIR)

Sourcewell ID #124317

Houston- Galveston Area Council Cooperative Purchasing Program (H-GAC)

National Purchasing Partners- Government Division (NPPGov)

- Member # 5708546 Market Street
- Member # 5708547 Rudel Drive

Texas Smart Buy – M1012

OMNIA Partners Cooperative Purchasing Program

U.S. General Services Administration (GSA)

TIPS -USA

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Approve Amendment to Administrative Policy No. 9.5, entitled “Procurement Card Policy & Procedures”

**Background:**

Staff reviewed and updated the current Procurement Card Policy & Procedures, which was last updated in March 2008. The proposed Policy reflects current Procurement Card processes and incorporates best practices. The Policy will be effective October 1, 2022 to align with the 2022-2023 Fiscal Year.

**Origination:**

Finance

**Recommendation:**

Approve changes to Administrative Policy No. 9.5 – Procurement Card Policy & Procedures

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

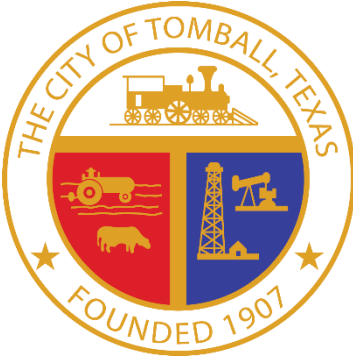
If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Katherine Tapscott, CPA 9.27.2022 Approved by \_\_\_\_\_  
Finance Director Date City Manager Date

# **City of Tomball Procurement Card Policy & Procedures**

**Finance Department  
501 James St., Tomball, TX 77375**

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Version 1.0

Effective Date: October 1, 2022

## **Procurement Card Policy & Procedures**

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### **APPENDICES**

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## Procurement Card Policy & Procedures

### 1.1 INTRODUCTION

The purpose of the City of Tomball's Procurement Card Program is to establish a more efficient, cost-effective method of purchasing and paying for micro purchases. Departments may use a procurement card for purchases under \$3,000 so long as the purchase complies with this Policy, Procurement Policy & Manual, and other applicable policies or regulations. The program is not intended to bypass appropriate purchasing or payment procedures. The intent of the program is to complement the existing purchasing program and must be used in conjunction with the City's Purchasing Policies.

### 1.2 DEFINITIONS

Definitions not contained specifically within this Policy shall be defined per Government Code, Local Government Code, or other applicable Texas statutes. Additional definitions are provided in subsequent Sections as needed.

**Bank** means the financial institution used for the Procurement Card program.

**Cardholder** means City employees that will utilize the Procurement Card for daily purchases of authorized goods and services in compliance with the City of Tomball's Procurement and Purchasing Policies and Procedures.

**City** means the City of Tomball, Texas, including all departments, utilities, commissions, and boards comprising the City government.

**City Council** means the City Council of the City of Tomball, Texas.

**City Manager** means the City Manager of the City of Tomball, or the designee of the City Manager, when such designation is necessary and appropriate.

**Department** means all City funded departments or divisions, and subdivisions of them, when the purchases are funded even partially with City funds.

**Departmental Administrator** means the person who acts as a liaison between the Department and the Program Administrator, working with the Program Administrator in the initial setup and maintenance of the Departments account. The person responsible for submitting requests for the enrollment, maintenance and cancellation of cards/accounts for the Department.

**Employee** means any City or elected official, appointed official, or employee when the purchase is funded even partially with City funds or anyone who acts on behalf of any of them.

**Finance Director** means the Finance Director for the City of Tomball or a designee of the Finance Director. In the event that there is no individual serving as the Finance Director,

references to the Finance Director shall mean the Assistant City Manager or a designee of the Assistant City Manager.

**Goods** means any personal property purchased by the City, including equipment, supplies, material, and component or repair parts.

**Person** means an individual, corporation, partnership, limited partnership, Limited Liability Company, association, trust, or other legal entity.

**Procurement Card (“P-Card”)** means a credit card program for authorized purchases made by the City. See Procurement Card Program for additional information.

**Program Administrator** means has been designated by the City to answer questions, resolve problems and administer the Procurement Card Program. This person will be knowledgeable on all procedures in the Procurement Card Policy and Procedure Manual.

**Purchase** means any kind of acquisition, including by a lease or revenue contract.

**Purchase Order** means a legal contract document for the delivery of goods or services in accordance with the terms of an agreement. A purchase order should include the quantity, price, and delivery instructions. All invoices generated by purchase orders shall be for the amounts stated on the purchase order.

**Separate Purchase** means separating purchases that normally would be made in a single purchase.

**Sequential Purchase** means making purchases over a period of time that normally would be made in a single purchase

**Supplier/Vendor** means a seller of commodities and/or services.

### **1.3 RESPONSIBILITIES**

#### **Program Administrator**

The Program Administrator is designated by the Finance Director to answer questions, resolve problems and administer the program. This person will be knowledgeable on all procedures in the Procurement Card Policy and Procurement Manual. All procurement card requests must go through the Program Administrator. The procurement card must be returned to the Finance Department upon termination. If the employee is transferred to another department, the Department Director or departmental administrator shall contact Program Administrator to update the employee’s information. The administrator shall report to the Finance Director any unauthorized use.

### **Department Supervisor/Director**

The Department Director or equivalent, is responsible for designating the Departmental Administrator, all cardholders within the department, and is responsible for approving the cardholder's monthly procurement card statements to ensure adherence to the City's policies. Card limits are detailed in Section 1.10. Purchases in excess of \$3,000 must adhere to the Purchase Order process as detailed in the Purchasing Policy.

### **Departmental Administrator**

The person responsible for all Procurement Card Program details, including all Cardholder inquiries. This person will act as a liaison between the Department and the Program Administrator, working with the Program Administrator in the initial setup and maintenance of the Departments account. The person responsible for submitting requests for the enrollment, maintenance, cancellation of cards/accounts and will serve as the secondary reviewer/approver for the Department.

### **Cardholder**

City employees that will utilize the Procurement Card for daily purchases of authorized goods and services in compliance with the City of Tomball's Procurement and Purchasing Policies and Procedures.

Each cardholder will receive a monthly Procurement Card statement, which will include the transactions posted during the prior month. The Cardholder shall check each transaction listed on the monthly statement against the receipt that was received. The Cardholder must reconcile all transactions on the Bank website. The cardholder is responsible for ensuring that each transaction has the proper receipts, detailed description and account codes.

If a receipt is lost, the Cardholder must work with the Vendor to obtain a copy. If the receipt cannot be obtained from the Vendor, then the Cardholder must complete the Affidavit of Lost or Unavailable Receipt Form (**Appendix C**). There shall be no undocumented transactions; all transactions must have itemized receipts uploaded through the Bank website.

## **1.4 ISSUANCE OF PROCUREMENT CARD**

- The Department Head or equivalent will submit a New Cardholder Enrollment Request Form (**Appendix A**)
- The P-Card Administrator will approve the request & coordinate with the bank for P-Card issuance
- The card(s) will be sent to the P-Card Administrator who will then contact the cardholder(s) to read and sign the P-Card Verification and Agreement (**Appendix B**)
- After signing the P-Card Verification and Agreement, the cardholder will need to activate their own card
- To change a cardholder's limits, a written request to change cardholder limits must be submitted to the P-Card Administrator by the Department Head or equivalent

### **Procurement card activation**

The cardholder must call the number on the card to activate the procurement card before using it. You will need the card number and the unique ID given by the P-Card Administrator to complete the activation. You will need to create a 4-digit personal identification number (PIN). This PIN is not required when making purchases and the P-Card holder can customize the PIN number during card activation. Upon receipt, the cardholder should sign the back of the card and it in a secure location.

## **1.5 DOCUMENTATION AND APPROVAL PROCESS**

The procurement card is issued in the employee's name. All purchases made with the procurement card must be for the designated employee's Division/Department only.

**Approval Process** – Cardholders are designated by their Department Director to use the procurement card. Cardholders are responsible for following the guidelines provided by the City regarding purchases, selection of vendors, security of the card, and monthly reconciliation of the charges and coding of charges to the appropriate accounts. All purchases must be submitted for review and approval by the fifth (5<sup>th</sup>) business day of the month. Each transaction must include a clear description of the business reason/purpose. A receipt must be submitted for each transaction. It is the cardholder's responsibility to obtain itemized transaction receipts from the merchant or supplier each time the procurement card is used. Receipts must not be manipulated, changed, or covered up when uploaded and must be completely legible.

By the tenth (10<sup>th</sup>) business day of the month, each transaction must be reviewed and approved by the designated approver.

Purchases made with a procurement card are funded by taxpayer dollars. Ownership of a City procurement card is a privilege and NOT a right. Cardholders are charged with making responsible, work-related purchases and with the prompt and complete submission of monthly card reconciliation documents. Cardholders who fail to meet these responsibilities will have their procurement card privileges revoked. Inappropriate procurement card use will result in disciplinary action as detailed in the Section 1.8.

## **1.6 GENERAL CARDHOLDER GUIDELINES**

Cardholders should promote and encourage positive interactions with suppliers. Honesty and courtesy are essential ingredients in all aspects of a buyer/supplier relationship. The City of Tomball promotes the use of local Tomball vendors whenever possible. All cardholders should follow these guidelines below when using the procurement card:

1. Determine if the transaction is an acceptable use of the card, and if it is within the cardholder's spending limit. Justify and defend every purchase. Identify the supplier and call, or visit the supplier to place the order.

2. If the order is by mail, specify cardholder name, company name, department name and shipping instructions. Also, specify the purchasing card number, expiration date and name as it appears on the card.
3. Inform the vendor that the City is tax-exempt. Forward a copy of the tax-exempt certificate, if requested. Confirm the pricing and freight. Make sure the combination of both does not exceed the single transaction limit.
4. Request that a copy of the pricing and freight be emailed or faxed to the cardholder and/or included in the shipment of supplies. Instruct the vendor not to send a copy of the itemized invoice to Accounts Payable in order to avoid duplicate payment.
5. Request that the supplier indicate your name and the words "Procurement Card" on all packing lists and box labels. This will enable the receiving department to facilitate delivery of your supplies. Shipments without this information may be refused and returned to the vendor.

### **Returns and Disputed Charges**

Should a problem arise with a purchased item, service or charges, the Cardholder should make every attempt to resolve the issue directly with the supplier. The Cardholder should note all returned, credited, or disputed items on their expense report.

#### **A. Returns**

If an item needs to be returned to a supplier, the Cardholder must contact the supplier and obtain instructions for the return. Note that some suppliers may charge a restocking or handling fee for returns. All returns should be indicated on the expense report along with a notation of any restocking or handling fees. If the item is accepted as returned by the supplier, a credit for this item should appear on the following month's statement.

#### **B. Disputed Charges**

Supplier Disputed Charges – If a cardholder finds a discrepancy on their statement, the cardholder should contact the supplier immediately. All disputed items should be indicated in the credit card report.

Fraudulent Charges – If a cardholder finds a fraudulent charge on their statement, the cardholder should call the number on the back of the card immediately. The bank will ask a series of questions and if the charge is fraudulent the bank will open a case and the charge(s) will be credited back to the card. All fraudulent disputed items should be indicated in the credit card report.

The credit card vendor will place the charge in a "State of Dispute" and the account may be given a provisional credit until receipt of adequate documentation from the vendor. If the documentation appears to be in order, the transaction will be re-posted to the account and the dispute considered closed. If the charge is suspected to be fraudulent, the card will be immediately blocked and an investigation of the charge will continue. A new card will be re-issued to the cardholder, if appropriate.

Disputed charges must be handled in a timely manner in order to receive a credit. If the City does not report the dispute within this time period, the City is responsible for the charge.

Disputed charges should be processed as follows:

1. Once a discrepancy is detected, the cardholder should contact the supplier and attempt to resolve the problem.
2. If the cardholder and merchant can resolve the dispute, a credit is to be issued and should appear on the next billing cycle statement. The cardholder should monitor the statement for the pending credit.
3. If the credit does not appear on the next statement, the Cardholder should code any unresolved disputed charges as "Dispute Pending" on the monthly reconciliation.
4. The cardholder or Departmental Head should immediately advise the P-Card Administrator of the disputed charge via e-mail so that the appropriate forms may be submitted to the Bank.

## **1.7 SALES TAX**

The City of Tomball is exempt from most sales and use tax as allowed by law. Procurement cards have the City's federal identification number printed on the card (top left hand corner right of the City seal), and the merchant should be reminded that sales tax should not be included in the transaction. The card does not automatically alert the merchant of the City's tax exempt status. Cardholders must tell the merchants at the time of the transaction that it is a tax exempt purchase and no tax should be added to the sale. Cardholders should check the store receipt before leaving the store to ensure the sales tax is not included in the total. If tax was added to the sale, the cardholder will have the merchant credit the amount of the tax to the card. Employees are responsible for ensuring exemption from sales tax. When sales tax is charged on the receipt in error, it is the responsibility of the Cardholder to obtain a tax credit.

Exceptions: Sales tax on restaurant meals, air travel and parking. The cardholder should seek an exemption on sales tax at these locations, however, it is understood the exemption may not be granted. Cardholders should provide the tax-exempt forms, which are available from the Finance Department, before the order is placed. City employees are not exempt from hotel occupancy taxes.

Note: In some special cases, the City is required to pay tax. If there are any doubts about the tax or if the vendor requires that tax be paid even if they have received the tax-exempt form, contact Finance Department for additional instructions.

## **1.8 PROHIBITED PURCHASES**

The procurement card is not for personal use. City policy also prohibits loaning the procurement cards to any other person or employee (other than additional approved departmental employees). The procurement card is not intended to avoid or bypass appropriate purchasing or payment procedures. Cardholders shall not separate or split

purchases to avoid the normal purchasing procedures. Departments shall not place orders that exceed \$3,000 without an approved purchase order. Departments do not have the authority to order directly from a vendor without an approved purchase order, nor to negotiate any purchases without the required approvals. **Any purchase over \$3,000 should not be purchased on a P-Card and shall go through the requisition process and receive three quotes unless approved by City Management.** This program complements the existing processes available.

- Separate Purchases – Purchases made separately of items that in normal purchasing practices, would be purchased in one transaction.
- Sequential Purchases – Purchases made over a period of time, of items that in normal purchasing practices, would be purchased in one transaction.
- Purchases of technology items are prohibited without approval by the Information Technology Department.
- Employees who receive a monthly phone allowance cannot use the procurement card for any phone accessory purchases including but limited to cases, apps, etc. The monthly allowance is intended to cover those.
- Employees who receive an automobile allowance, cannot use the procurement card for gas or other items for their personal vehicle. This is covered under the automobile allowance.
- Procurement cards should not be used to make donations.
- No shipments should be mailed to personal address.
- All transactions must be in US dollars.
- Alcohol and tobacco purchases
- Cash advances and cash equivalents
- Hazardous materials
- Gratuities in excess of 20%

## **1.8 CONSEQUENCES FOR CARD ABUSE**

Cardholders are reminded that purchases are funded with taxpayer dollars. Therefore, it is imperative that the City's procurement card program is above reproach. All transactions **MUST BE** strictly for work purposes and all documentation must be readily available. Any inappropriate use of the procurement card will be forwarded to the City Manager for disciplinary action up to and including termination.

### **Offenses may include but are not limited to:**

Late or incomplete reconciliation documents, including but not limited to missing itemized receipts, incomplete information, failure to resolve sales tax, loaning a card and/or PIN number to an unauthorized person (other than additional approved departmental employees), and any other discrepancies within 15 days of notice by the Finance Department.

### **Outstanding P-Card Transactions**

All employees will have a period of five (5) business days to submit procurement card documentation. It is the responsibility of the cardholder to complete and forward the forms for approval on a timely basis so Finance can review, approve and record the financial transactions. If procurement card transactions are not submitted for review and approval within five (5) business days, after multiple offenses the card may be terminated.

**NOTE: Unintentional mistakes resolved prior to the reconciliation process will not be considered as card misuse.**

### **Cardholders are further cautioned that:**

In cases of more serious procurement card abuse, the City may, at its sole discretion, take more severe disciplinary measures based on the nature of the offense. The policy outlined in this document does not supersede the Procurement Manual or any Administrative policies related to Purchasing. Procurement cards may be suspended at **any** time at the discretion of the Department Director, Finance Director or City Manager if improper use is suspected.

## **1.10 PROCUREMENT CARD CONTROLS**

### **A. Single & Monthly Purchase Limits**

A Single Purchase Limit is the amount available on the procurement card for a single transaction. A Monthly Purchase Limit is the amount on the procurement card for a 30 day period. A transaction includes the purchase price and freight. Purchases that exceed the cardholder's Single Purchase Limit will be declined. The City prohibits the use of repetitive transactions intended to circumvent the Single Purchase Limit. Card purchases will be audited to identify such transactions. **SPLIT PURCHASES IN ORDER TO AVOID THE LIMIT ARE STRICTLY PROHIBITED.**

<b>Tier Level</b>	<b>Monthly Purchase</b>	<b>Single Purchase</b>
<b>1*</b>	\$10,000	\$2,999
<b>2</b>	\$5,000	\$2,000
<b>3</b>	\$2,000	\$1,000

*\*Tier 1 users must be approved by the Finance Director and City Management*

Temporary limit increases must be requested by submitted the Temporary P-Card Limit Increase Request Form (**Appendix D**).

### **B. Restricted Vendors**

The procurement card program may be restricted for use with certain types of vendors and merchants. If a procurement card is presented for payment to these vendors, the authorization request will be declined. The City's procurement card is NOT to be used for alcohol, tobacco, or any personal purchases. Variations from this portion of the policy must be approved by City Management.



## **Meals**

Any allowable meal purchases must include a detailed receipt along with the Meal Receipt Form (**Appendix E**), which includes the list of names of persons that were present and the business purpose associated with the meal.

### **C. Security of the Procurement Card**

The cardholder is responsible for the security of the card and all purchases. City policy prohibits loaning the procurement cards to any other unauthorized personal to make purchases. This card should be treated with the same level of care as the cardholder would use with his/her own personal charge cards. Guard the procurement card account number carefully. It should not be left out in the work area or left in a conspicuous place.

### **D. Employee Liability**

Employees do not pay their own monthly statement. The program does not affect the individual employee's credit rating in any way. If the card is accidentally used to purchase non-City business goods and services, notify the Program Administrator immediately.

### **E. Chip and Personal Identification Number ("PIN") Technology**

Procurement cards are enabled with chip and PIN technology to help reduce the occurrence of fraud for in-person transactions. At the time of chip card activation, the cardholder shall choose a 4-digit PIN. The PIN shall be kept confidential by the cardholder with the same level of security the cardholder provides to the PIN on a personal debit card. A cardholder with a chip card who is later reissued a new chip card has the option of keeping the existing PIN or setting a new PIN for the new card. The PIN may not be required on all merchant transactions; however, if prompted, the cardholder must enter the 4-digit PIN to complete the transaction.

### **F. Departmental Procurement Card Audits**

In addition to reviewing each transaction, the Finance Department conducts audits on all City departments throughout the fiscal year. The audit process evaluates compliance with the procedures outlined in the documents provided in this manual. Usage will be monitored annually and inactive users will be disabled as deemed appropriate.

#### **Records are audited in the following areas:**

- Completeness of records
- Supporting documentation for each purpose
- Sales tax paid and documentation of collection efforts

#### **Goods**

- Documentation of purpose
- If requested, existence of items
- Use of procurement cards for prohibited items or at restricted vendors

## 1.11 EXAMPLES OF POSSIBLE VIOLATIONS

1) A purchase is required that will cost \$3,050. The vendor has offered to bill \$1,500 on one transaction and \$1,550 on another in order to meet transaction limits. Is this a violation?

*Yes – this is considered to be splitting a transaction under Local Government Code 252.001- Separate Purchases which are “Purchases made separately of items that, in normal practice, would be bought in one purchase.” Remember, transactions exceeding \$2,999.99 require a purchase order.*

2) What if the vendor splits the transaction and I didn't know he was going to do it?

*Regardless of intent, these types of purchases will be “deemed” a violation. In this example, the employee would have already known the purchase exceeded \$2,999.99 and should not have completed the transaction. On the other hand, if it is determined that a vendor intentionally split credit card transactions to circumvent the restrictions on the card, that vendor may be disqualified from transacting business with the City in the future.*

3) A department needs generators for field operations. They purchase four generators totaling \$1,600 on Tuesday. On Wednesday and Thursday, they purchase an additional six generators totaling \$1,400 and \$1,200 respectively. Is this a violation?

*Yes – these types of transactions meet the definition of Sequential Purchases which are “Purchases made over a period of time that, in normal purchasing practice, would be bought in one purchase.” Employees need to understand that regardless of intent, these purchases will be “deemed” a violation.*

4) Merchandise has been ordered totaling \$2,800. At the last-minute, changes are deemed necessary that would raise the total of the order to \$3,300. What should I do?

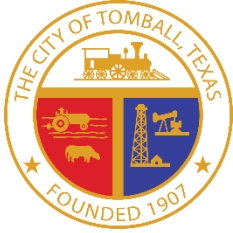
*You must abandon the planned purchase with the procurement card and switch to the purchase order procedures (e.g. obtain three quotes) and complete a purchase requisition for this item.*

5) A pump costing \$2,750 is required to fix a water leak. The purchase is made and later in the afternoon it is necessary to return to the vendor for \$500 worth of pipes/valves to complete the repair. Is this a violation?

*No – This is an example of unforeseen damage. In the process of a repair it is possible that more parts may be necessary than expected. Please document as thoroughly as you are able to ensure that others reviewing this transaction in the future can see it was necessary.*

6) While obtaining hotel reservations, taxes are included on the bill. Is this a violation?

*No – City employees are not exempt from hotel tax. Hotel tax is not sales tax and should be paid.*



## APPENDIX A

### City of Tomball

# New Cardholder Enrollment Request Form

#### Section I: Cardholder Information

Cardholder Name:	Employee ID #:
Department:	City Email:
Cardholder Title:	Date:

#### Section II: Tier Level & Justification

Select One	Tier Level	Monthly Purchase	Single Purchase
<input type="checkbox"/>	1*	\$10,000	\$2,999
<input type="checkbox"/>	2	\$5,000	\$2,000
<input type="checkbox"/>	3	\$2,000	\$1,000

*\*Tier 1 users have to be approved by the Finance Director and City Management*

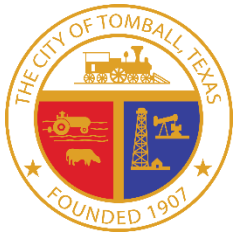
Justification of why a P-Card is necessary based upon job requirements:

Supervisor/ Reviewer Name (Printed):	
Supervisor/ Reviewer Signature:	Date:

#### Section III: Completed By Finance Department

Enrollment Request processed and card ordered by:

Signature:	Date:
------------	-------



## APPENDIX B

### City of Tomball P-Card Verification and Agreement

Name on card: \_\_\_\_\_

Card number: XXXX-XXXX-\_\_\_\_\_ - \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

New Card     Replacement Card (complete next line)

If replacement, was original card:     Lost     Stolen     Expired

I have received a City of Tomball Procurement Card and agree to the following regarding my use of the card.

1. I understand that I am being entrusted with a Procurement Card (P-Card), and that each time I use the P-Card I will be making financial commitments on behalf of the City of Tomball.
2. I will not allow others to use my P-Card and will ensure that it is kept secure at all times. If my card is lost or stolen, I understand that it is my responsibility to notify the P-Card issuer and the Finance Department.
3. I agree that the P-Card may only be used for business expenses.
4. I understand that under no circumstances will I use the P-Card to make personal purchase, either for myself or for others.
5. I will obtain a receipt, which reflects the total amount including sales/use tax paid to the vendor and which details the items purchased, each time I use the P-Card.
6. I will use the P-Card in accordance with the agreement and in accordance with established processes and procedures and submit my Cardholder Statement, with all receipts attached, to my Authorized Approver within five (5) working days of distribution of cardholder statements. Failure to do so may result in revocation of my P-Card use privileges.
7. I am aware of my P-Card credit limit and will abide by that limit.

8. I understand and agree that failure to adhere to the terms of this agreement or use of the P-Card for personal use or gain will be treated as a serious violation of company policy and will result in disciplinary action up to and including termination of employment.

---

Cardholder's Name (Print)

---

Cardholder's Signature / Date

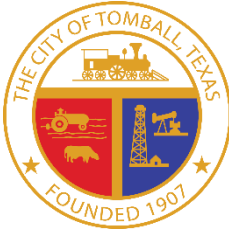
---

Finance Department (Print)

---

Finance Department Signature / Date

## APPENDIX C



# City of Tomball Affidavit of Lost or Unavailable Receipt

### Instructions

All information requested on this form needs to be completed before it will be accepted

Employee Name	Name of Vendor	
Date of Receipt	Amount	
Description of Expense		
<input type="checkbox"/> Cash	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Check

### Certification

While on official City of Tomball business I incurred the expense described above. I have lost, misplaced, or did not receive the receipt documenting payment. I am submitting this affidavit in lieu of the missing receipt.

I certify that this is a proper charge for a cost incurred while on official City business and that I have not previously requested, nor will I again request, reimbursement for this expense

Signature	Date
-----------	------

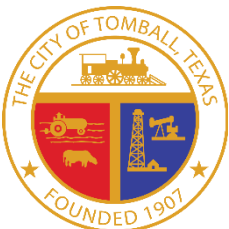
### APPROVAL

Supervisor's Signature	Date
Supervisor's Name	

This form may not be used for the following expenses:

1. Lost Air Tickets
2. Car Rental Receipts
3. Lodging Receipt
4. Registration Receipts / Brochures

## APPENDIX D



### City of Tomball Temporary P-Card Limit Increase Request

This form is for a temporary 1 month period P-Card Limit Increase. For Permanent increases a New Cardholder Enrollment Request Form must be filled out and approved.

This form must be approved **before** forwarding to the Purchase Card Administrator

Cardholder Name: \_\_\_\_\_ Date of Increase: \_\_\_\_\_

Single Purchase Limit Increase: \_\_\_\_\_ Monthly Limit Increase: \_\_\_\_\_

Justification for Temporary P-Card Limit Increase:

Requested By \_\_\_\_\_ Date \_\_\_\_\_

Department Head \_\_\_\_\_ Date \_\_\_\_\_

---

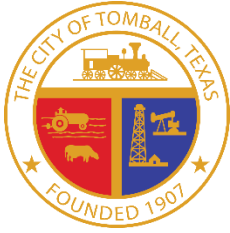
#### Purchase Card Administrator Only

Increased Limit Completed Date: \_\_\_\_\_

Emailed Cardholder approval Date: \_\_\_\_\_

Increase Change to Original Date: \_\_\_\_\_

# APPENDIX E



## City of Tomball Meal Receipt Form

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

Business Discussion / Purpose of Meal: \_\_\_\_\_

Place of Business Meal: \_\_\_\_\_

P-Card                  Reimbursement

Please attach all original receipts and detailed documentation for all meals. Alcoholic beverages purchases are prohibited.

Attendee's Name: \_\_\_\_\_ Dept. /Organization: \_\_\_\_\_

Attendee's Name: \_\_\_\_\_ Dept. /Organization: \_\_\_\_\_

Attendee's Name: \_\_\_\_\_ Dept. /Organization: \_\_\_\_\_

Attendee's Name: \_\_\_\_\_ Dept. /Organization: \_\_\_\_\_

Attendee's Name: \_\_\_\_\_ Dept. /Organization: \_\_\_\_\_

Attendee's Name: \_\_\_\_\_ Dept. /Organization: \_\_\_\_\_

Attendee's Name: \_\_\_\_\_ Dept. /Organization: \_\_\_\_\_

Attendee's Name: \_\_\_\_\_ Dept. /Organization: \_\_\_\_\_

Attendee's Name: \_\_\_\_\_ Dept. /Organization: \_\_\_\_\_

Attendee's Name: \_\_\_\_\_ Dept. /Organization: \_\_\_\_\_

Attendee's Name: \_\_\_\_\_ Dept. /Organization: \_\_\_\_\_

**Notes:**

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director: \_\_\_\_\_ Date: \_\_\_\_\_



# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Consideration to approve amendment to Administrative Policy Number 24, Tennis Court Reservation Policy.

**Background:**

The revised text amendment serves to update the policy to match the newly adopted Master Fee Schedule for Fiscal Year 2022-2023 which included a reservation fee for the Pickleball Courts. Additional changes to the policy included renaming the policy to “Sports Courts Reservation Policy” to cover Tennis and Pickleball and minor changes to the reservation form; all changes are indicated in red and blue on the attached Sports Court Reservation Policy and Reservation Form.

**Origination:** Project Management

**Recommendation:**

Staff recommends approving the proposed amendments to Administrative Policy Number 24.

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



**City of Tomball**  
**TENNIS COURTS-MATHESON PARK @1240 ULRICH**  
**SPORTS COURTS RESERVATION FORM**

**Rules and Regulations**  
**(281)290-1400**  
**Fax # (281) 351-4735**

**Office Hours 8:00am-5:00pm-Park Hours 8:00am-10:00pm**

**The general public may reserve Jerry Matheson Park tennis and pickleball courts. Reserving tennis courts will guarantee availability. Individuals may not utilize city facilities for profit making endeavors.**

Priority use of tennis courts to be given by reservation.

1. Reservations may be made by contacting Public Works. The tennis courts must be cleaned up by reserving party immediately after function is over. There will be a charge if the City has to clean the tennis courts.
2. No glass containers.
3. No loud or abusive language.
4. The possession and/or consumption of alcoholic beverages are prohibited in the park area.
5. No pets on tennis the courts.
6. No littering.
7. No loud music.
8. No display or use of firearms of any kind.
9. Park closes at 10 p.m. unless previous arrangements are made.
10. Limit of four (4) persons per court, 3 hour time limit.
11. No more than 4 months reserved at one time, no more than 3 months in advance.
12. Tennis shoes must be worn at all times.
13. No roller skating, skate boarding, bicycles or hockey allowed on courts at any time.

Residency verification : \_\_\_\_\_ ( city staff)

\*RESIDENT       PER COURT-2 HOURS \$5.00       RESIDENT LEAGUE FEES: \$150.00/league-per season (4 mos.)

NON RESIDENT LEAGUE FEES: \$170.00/league- per season (4 mos.)

NON-RESIDENT       PER COURT-2 HOURS \$10.00

Spring-(Feb., Mar., Apr., May)       Fall-(Sept., Oct., Nov., Dec.)

**\*Resident: Must present recent Tomball City Water Bill or have a current account with The City Utility department.**

Date Needed: _____	Time: _____	Number of Courts: _____	Total Due: _____
Date Needed: _____	Time: _____	Number of Courts: _____	Total Due: _____
Date Needed: _____	Time: _____	Number of Courts: _____	Total Due: _____
Date Needed: _____	Time: _____	Number of Courts: _____	Total Due: _____
Date Needed: _____	Time: _____	Number of Courts: _____	Total Due: _____

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ St. \_\_\_\_\_ Zip: \_\_\_\_\_

I have read the Tennis Court Rules and Regulations and understand that I am responsible for cleanup. If the Tennis Courts are not cleaned up or has been damaged, I will be subject to any costs incurred by the City. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.

**INDEMNIFICATION**

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

**ACKNOWLEDGEMENT: I \_\_\_\_\_ (printed name) hereby acknowledge that the solicitation of, and/or administering or receiving paid instructions, lessons, or therapy, and the sale of any merchandise at this public facility is strictly prohibited.**

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

**Confirmation of Park Reservations by signature below only! Application subject to a 24 hour application review period prior to approval by City Administration.**

City of Tomball: \_\_\_\_\_ (City Staff) Date: \_\_\_\_\_

**KEEP THIS FORM WITH YOU AT THE PARK!!!!**

Public Works Department-501 James Street-Tomball, Texas- (281) 290-1400, after hours, Police Dept. Dispatch-281-351-5451

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

<b>SUBJECT</b>  <b>TENNIS COURTS</b> <b>SPORTS COURTS</b> <b>RESERVATION POLICY</b>	<b>NUMBER:</b> <p style="text-align: right;">24</p>	<b>EFFECTIVE DATE:</b> <p style="text-align: center;">OCTOBER 3, 2022</p>	<p style="text-align: right;">PAGE 1 OF 2</p>
	<b>REVISED:</b> <p style="text-align: center;">OCTOBER 3, 2022</p>	<b>APPROVED BY CITY MANAGER:</b> <p style="text-align: center;">OCTOBER 3, 2022</p>	
	<b>SUPERSEDES:</b> <p style="text-align: center;">AUGUST 3, 2009</p>	<b>APPROVED BY CITY COUNCIL:</b> <p style="text-align: center;">OCTOBER 3, 2022</p>	

**The general public may reserve ~~Jerry Matheson Park~~ tennis and pickleball courts. Reserving ~~tennis~~ courts will guarantee availability. Individuals may not utilize city facilities for profit making endeavors.**

Priority use of ~~tennis~~ courts to be given by reservation.

1. Reservations may be made by contacting Public Works. The ~~tennis~~ courts must be cleaned up by reserving party immediately after function is over. There will be a charge if the City has to clean the ~~tennis~~ courts.
2. No glass containers.
3. No loud or abusive language.
4. The possession and/or consumption of alcoholic beverages are prohibited in the park area.
5. No pets on ~~tennis~~ the courts.
6. No littering.
7. No loud music.
8. No display or use of firearms of any kind.
9. Park closes at 10 p.m. unless previous arrangements are made.
10. Limit of four (4) persons per court, 3-hour time limit.
11. No more than 4 months reserved at one time, no more than 3 months in advance.
12. Tennis shoes must be worn at all times.
13. No roller skating, skate boarding, bicycles or hockey allowed on courts at any time.

**Residency verification :** \_\_\_\_\_ ( city staff)

**\*RESIDENT**    **PER COURT-2 HOURS \$5.00**

**NON-RESIDENT**    **PER COURT-2 HOURS \$10.00**

**RESIDENT LEAGUE FEES: \$150.00 per league-per season (4 months)**

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**Spring-(Feb., Mar., Apr., May)**

**Fall-(Sept., Oct., Nov., Dec.)**

**\*Resident: Must present recent Tomball City Water Bill or have a current account with The City Utility department.**

Date Needed: \_\_\_\_\_ Time: \_\_\_\_\_ Number of Courts: \_\_\_\_\_ Total Due: \_\_\_\_\_

Date Needed: \_\_\_\_\_ Time: \_\_\_\_\_ Number of Courts: \_\_\_\_\_ Total Due: \_\_\_\_\_

Date Needed: \_\_\_\_\_ Time: \_\_\_\_\_ Number of Courts: \_\_\_\_\_ Total Due: \_\_\_\_\_

Date Needed: \_\_\_\_\_ Time: \_\_\_\_\_ Number of Courts: \_\_\_\_\_ Total Due: \_\_\_\_\_

Date Needed: \_\_\_\_\_ Time: \_\_\_\_\_ Number of Courts: \_\_\_\_\_ Total Due: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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

<b>SUBJECT</b>  <b>TENNIS COURTS</b> <b>SPORTS COURTS</b> <b>RESERVATION POLICY</b>	<b>NUMBER:</b> <p style="text-align: right;">24</p>	<b>EFFECTIVE DATE:</b> <p style="text-align: center;">OCTOBER 3, 2022</p>	<p style="text-align: right;">PAGE 2 OF 2</p>
	<b>REVISED:</b> <p style="text-align: center;">OCTOBER 3, 2022</p>	<b>APPROVED BY CITY MANAGER:</b> <p style="text-align: center;">OCTOBER 3, 2022</p>	
	<b>SUPERSEDES:</b> <p style="text-align: center;">AUGUST 3, 2009</p>	<b>APPROVED BY CITY COUNCIL:</b> <p style="text-align: center;">OCTOBER 3, 2022</p>	

Business Phone: \_\_\_\_\_ Home phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City: \_\_\_\_\_ St. \_\_\_\_\_ Zip: \_\_\_\_\_

I have read the Tennis Court Rules and Regulations and understand that I am responsible for cleanup. If the Tennis Courts are not cleaned up or have been damaged, I will be subject to any costs incurred by the City. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.

**INDEMNIFICATION**

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of the LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

**ACKNOWLEDGEMENT: I \_\_\_\_\_ (printed name) hereby acknowledge that the solicitation of, and/or administering or receiving paid instructions, lessons, or therapy, and the sale of any merchandise at this public facility is strictly prohibited.**

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

**Confirmation of Park Reservations by signature below only! Application subject to a 24 hour application review period prior to approval by City Administration.**

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**KEEP THIS FORM WITH YOU AT THE PARK!!!!**

Public Works Dept-501 James Street-Tomball, Texas- (281) 290-1400, after hours, Police Dept. Dispatch-281-351-5451



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Consideration 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.

**Background:**

The proposed professional services agreement with Freese & Nichols, Inc. (FNI) includes a scope of work to renew the City's Texas Pollutant Discharge Elimination System (TPDES) permit for the North Wastewater Treatment Plan, expiring August 7, 2023, and a renewal and major amendment to the TPDES permit for the South Wastewater Treatment Plant, expiring August 13, 2023.

The permit renewal for the North Plant will be a standard renewal with no changes requested. The permit renewal for the South Plant will be requesting a major amendment for proposed expansion from a 1.5 million gallons per day (MGD) plant to a 3.0 MGD annual average daily flow based on the recommendations from the Critical Needs Study completed in 2017.

Funds for completing the proposed project were allocated in the Fiscal Year 2022-2023 budget.

**Origination:** Project Management

**Recommendation:**

Staff recommends awarding a Professional Services Agreement to Freese & Nichols, Inc. for permit renewal and amendment for the City of Tomball Wastewater Treatment Plants for a total amount not to exceed \$103,000.00

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

**FUNDING (IF APPLICABLE)**

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

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: # 600-614-6362

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

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2023-10002  
CITY OF TOMBALL  
NORTH AND SOUTH WASTEWATER TREATMENT PLANT  
PERMIT RENEWAL AND AMENDMENT**

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

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and **FREESE & NICHOLS, INC** ("Engineer").

**WITNESSETH:**

WHEREAS, the City desires to complete a Permit Renewal for the North Wastewater Treatment Plant and a Permit Amendment for the South Wastewater Treatment Plant (the "Project"); and

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

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

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

**SECTION I.  
SCOPE OF AGREEMENT**

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

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

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

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

**SECTION III.  
OWNERSHIP OF WORK PRODUCT**

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

**SECTION IV.  
TIME FOR PERFORMANCE**

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

**SECTION V.  
COMPLIANCE AND STANDARDS**

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

**SECTION VI.  
INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code**



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

**SECTION VII.  
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed **\$103,000.00**, including reimbursable expenses as identified in Exhibit "A".

**SECTION VIII.  
INSURANCE**

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION IX.  
TERMINATION**

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

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

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

Freese & Nichols, Inc.  
Attn: Richard Weatherly  
11200 Broadway Street, Suite 2320  
Pearland, Texas 77584

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

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

### **SECTION XI. LIMIT OF APPROPRIATION**

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

### **SECTION XII. SUCCESSORS AND ASSIGNS**

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

### **SECTION XIII. DISCLOSURE OF INFORMATION**

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

### **SECTION XIV.**

## **MODIFICATIONS**

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

### **SECTION XV. ADDITIONAL SERVICES OF ENGINEER**

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

### **SECTION XVI. CONFLICTS OF INTEREST**

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

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

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

### **XVIII. MISCELLANEOUS PROVISIONS**

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

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

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

or rights.

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

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

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

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

EXECUTED on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Freese & Nichols, inc.:**



Name: Richard Weatherly

Title: Vice President/ Project Manager

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, City Manager

ATTEST:

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

# EXHIBIT A

ATTACHMENT A

## SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

### PROJECT UNDERSTANDING

The Texas Pollutant Discharge Elimination System (TPDES) permits for the City of Tomball's (City) North Wastewater Treatment Plant (WWTP) and South WWTP will expire on August 7, 2023, and August 13, 2023, respectively. The application for renewal or amendment is to be submitted to TCEQ 6 months prior to the date of expiration of the permit. This scope of work is to provide permitting assistance to the City for the following:

- Permit renewal for the North WWTP
- Permit major amendment for the South WWTP for expansion from 1.5 Million Gallons per Day (MGD) to 3.0 MGD annual average daily flow.

### ARTICLE I

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

#### **A. TPDES PERMITTING ASSISTANCE**

Provide assistance to the City in preparing applications for:

- **North WWTP** – Renewal of the TPDES permit. No change in the plant's permitted flow rate will be requested.
  - **South WWTP** – A major amendment to the TPDES permit to expand the average daily flow from 1.5 MGD to 3.0 MGD; and peak 2-hour flow from 6.0 MGD to 12.0 MGD.
1. Compile Existing Information. FNI will review data and identify information needed for the applications including evaluation of receiving water stream physical characteristics, if needed. City will provide FNI with previous application documents and relevant data.
  2. Laboratory Analysis. FNI shall retain the services of an analytical laboratory for pollutant sampling and analysis required for the permit applications. FNI will provide the laboratory copies of tables to be completed from the current TCEQ application form, including the analyses of pollutants in treated effluent. The laboratory will complete these tables to reduce the risk of transcription errors.
  3. Compile Effluent Analysis Results. Upon receipt of laboratory sampling results, FNI will review the tables for consistency with minimum analytical limits (MALs) and for reasonability of the results.
  4. Prepare Permit Applications and Transmittal Letter. FNI will obtain the current TPDES permit application forms from the TCEQ and prepare draft permit renewal application for the North WWTP and draft permit amendment application for the South WWTP. The prepared applications will include maps, engineering drawings, schematic diagrams, and other figures as required. FNI will provide an electronic copy of the applications for the City's review. FNI will finalize the applications based on the City's comments and deliver the final applications in three (3) hard copies to the TCEQ. FNI will also provide up to three (3) hard copies of the final applications for the City's files.

5. Follow-Up with TCEQ. FNI estimates that it may take up to 100 hours to address TCEQ comments after submitting the applications. If the effort is anticipated to exceed this amount, in order to secure final TPDES permits, FNI will notify the City for written approval of a budget modification to proceed. Tasks related to resolving protests on the TPDES permit will be an additional service.

## ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described Basic Services, are described as follows:

- A. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- B. Assisting City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- C. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, and other assistance required to address environmental issues.
- D. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- E. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- F. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- G. Providing data, reports or briefings to City Council on the status of the project.
- H. The scope of services for this project assumes that the TPDES applications will be processed by the TCEQ as uncontested, routine TPDES permit applications that would not require additional effort beyond that defined in Basic Services. Effort associated with any contested TPDES permits is an additional service.

### ARTICLE III

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule assuming the notice to proceed is issued no later than October 24, 2022:

- Notice to Proceed: October 17, 2022 (Tentative)
- Kick-off Meeting: October 31, 2022
- Submit Draft TPDES Applications to City for Review: January 16, 2023
- Submit Final TPDES Permit Applications to TCEQ: February 6, 2023

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

### ARTICLE IV

**RESPONSIBILITIES OF CLIENT:** Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design standards which Client will require to be included in the drawings and specifications.
- C. Submittal of the application fee to TCEQ prior to application submission.
- D. Complete publication of first and second Public Notices, as required by TCEQ.
- E. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design of the Project.
- F. Examine all studies, reports, sketches, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- H. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.

ARTICLE V

**DESIGNATED REPRESENTATIVES:** FNI and Client designate the following representatives:

Client’s Designated Representative – Meagan Mageo  
Project Manager  
City of Tomball  
501 James Street  
Tomball, TX 77375  
(281) 290-1411  
[MMageo@tomballtx.gov](mailto:MMageo@tomballtx.gov)

FNI’s Designated Representative – Murali Erat, P.E.  
11200 Broadway St., Ste 2320  
Pearland, TX 77584  
(832) 456-4709  
Murali.Erat@freese.com

FNI’s Accounting Representative – Kristina Isaac  
10497 Town and Country Way, Suite 600  
Houston, TX 77024  
(716) 600-6860  
Kristina.Isaac@freese.com

ARTICLE VI

FNI proposes to perform the basic services outlined in the above sections for a **Not-To-Exceed fee of \$103,000.**

Phase	Fee	Fee Type
North WWTP Permit Renewal	\$38,000	Not To Exceed
South WWTP Permit Amendment	\$65,000	Not To Exceed
<b>Total Basic Services:</b>	<b>\$103,000</b>	





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Ames &amp; Gough</b> 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): <b>(703) 827-2277</b>	FAX (A/C, No): <b>(703) 827-2279</b>
	E-MAIL ADDRESS: <b>admin@amesgough.com</b>	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED  <b>Freese and Nichols, Inc.</b> 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	INSURER A : <b>Hartford Underwriters Insurance Company A+ (XV)</b>	
	INSURER B : <b>Twin City Fire Insurance Company A+ (XV)</b>	
	INSURER C : <b>Hartford Casualty Insurance Company A+ (XV)</b>	
	INSURER D : <b>Hartford Accident and Indemnity Company A+ (XV)</b>	
	INSURER E : <b>Continental Casualty Company (CNA) A, XV</b>	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			42UUNOL5238	10/23/2021	10/23/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			42UENOL5558	10/23/2021	10/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42 XHU OL 5747	10/23/2021	10/23/2022	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			42WBOL6H3F	10/23/2021	10/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.			AEH008214422	10/23/2021	10/23/2022	Per Claim 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: On-call Services for Plan and Plat Review and Water and Wastewater Modeling

CERTIFICATE HOLDER  <b>City of Tomball, TX</b> 501 James Street Tomball, TX 77375	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Consideration 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 an amount not to exceed \$365,000. This amount is included in the FY 2022-2023 budget.

**Background:**

The proposed professional services agreement with Freese & Nichols, Inc. (FNI) include a scope of work to update our Wastewater Master Plan, adopted in 2017, and our Water Master Plan, adopted in 2018, based on the increased development in the City. During the City's previous master plan projects, the City's water distribution system model and wastewater collection system model were developed with hydraulic modeling software.

In 2021, the City retained FNI to conduct Phase One of the Impact Fee Update study which included update and calibration of the City's existing water distribution system hydraulic model. The proposed project will update the City's existing water and wastewater master plans, wastewater hydraulic model, and develop capital improvement plans (CIP) for 5-year, 10-year, and 25-year planning periods.

The scope of work for this project will also address the requirements of Chapter 395 of Texas Local Government Code, requiring an update of the water and wastewater impact fees. Study elements will include the preparation of land use assumptions, the development of impact fee eligible capital improvement plans and associated CIP costs, the calculation of the maximum allowable impact fee per service unit and, the update of the service unit equivalency table.

Funds for completing the proposed project were allocated in the Fiscal Year 2022-2023 budget.

**Origination:** Project Management

**Recommendation:**

Staff recommends awarding a Professional Services Agreement to Freese & Nichols, Inc. for updates to the Water and Wastewater Master Plan and Impact Fees for a total amount not to exceed \$365,000.00

**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: # 600-613-6302 & 600-614-6302

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

Signed Meagan Mageo Approved by \_\_\_\_\_



**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2023-10001  
CITY OF TOMBALL  
WATER AND WASTEWATER MASTER PLAN AND  
IMPACT FEE UPDATE**

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

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and **FREESE & NICHOLS, INC** ("Engineer").

**WITNESSETH:**

WHEREAS, the City desires to complete an update to the Water and Wastewater Master Plan and a study and update to the Impact Fees for Water and Wastewater (the "Project"); and

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

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

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

**SECTION I.  
SCOPE OF AGREEMENT**

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

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

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

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

### **SECTION III. OWNERSHIP OF WORK PRODUCT**

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

### **SECTION IV. TIME FOR PERFORMANCE**

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

### **SECTION V. COMPLIANCE AND STANDARDS**

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

### **SECTION VI. INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code**

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

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### **SECTION XV. ADDITIONAL SERVICES OF ENGINEER**

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

### **SECTION XVI. CONFLICTS OF INTEREST**

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

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

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

### **XVIII. MISCELLANEOUS PROVISIONS**

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

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

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



or rights.

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

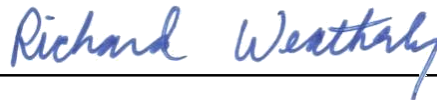
E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore,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

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

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

EXECUTED on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Freese & Nichols, inc.:**



Name: Richard Weatherly

Title: Vice President/ Project Manager

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, City Manager

ATTEST:

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

# EXHIBIT A

## SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

### PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) will conduct a Water and Wastewater Master Plan and Impact Fee Update – Phase 2 (Project) for the City of Tomball (City).

The City previously updated their Wastewater Master Plan in 2017 and Water Master Plan in 2018. City’s Water and Wastewater Impact Fees were updated in 2019. During the City’s previous master plan projects, the City’s water distribution system model in InfoWater and wastewater collection system model in InfoSewer hydraulic modeling software were created. In 2021, the City retained FNI to conduct Phase 1 of the Impact Fee Update study which included update and calibration of the City’s existing water distribution system hydraulic model. The current Project will update the City’s existing water and wastewater master plans, wastewater hydraulic model, and develop capital improvement plans (CIP) for 5-year, 10-year, and 25-year planning periods.

This Scope of Work for this Project will also address the requirements, as per Chapter 395 of the Texas Local Government Code, for the update of water and wastewater impact fees in the City of Tomball, Texas. Key study elements include the preparation of land use assumptions, the development of impact fee eligible capital improvement plans and associated CIP costs, the calculation of the maximum allowable impact fee per service unit and, the update of the service unit equivalency table.

A public process facilitated through a Capital Improvement Plan Advisory Committee (CIPAC) will assist to guide the preparation of the land use assumptions, capital improvement plans as well as provide recommendations to the City Council of impact fee collection rates. A public hearing process will conclude the study and update of impact fees in Tomball.

This Project will produce two reports:

1. A combined Water and Wastewater Master Plan Update report, and
2. An Impact Fee Update Report

The project tasks are broken down in **Table 1**:

**Table 1: Water and Wastewater Master Plan and Impact Fee Update – Phase 2 Tasks**

Task	Task Description
<b>Basic Services</b>	
A	Project Management, Kickoff Meeting and Data Collection
B	Population, Water Demand, and Wastewater Flow Projections
C	Wastewater Flow Monitoring
D	Water System Analysis
E	Wastewater Model Update, Calibration, and System Analyses
F	CIP and Master Plan Report
G	Develop Land Use Assumptions and Impact Fee CIP
H	Impact Fee Analysis, CIAC Presentation, and Public Hearing

**BASIC SERVICES:** Freese and Nichols, Inc. (FNI) may render the following professional services to the City of Tomball (OWNER) in connection with the project, described as: Water and Wastewater Master Plan and Impact Fee Update – Phase 2.

#### **TASK A: KICKOFF MEETING AND DATA COLLECTION**

##### **A1. Project Kickoff Meeting**

FNI will conduct a project kickoff meeting with the City to review project scope and schedule of the project and critical milestones. FNI will provide the City with a data request memorandum identifying data needs.

##### **A2. Project Management and Communication**

Throughout the project, monthly status reports will be submitted that summarize the progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions which require input from or discussion with the City.

##### **A3. Data Collection and Review**

FNI will coordinate with City staff on obtaining data required for the water and wastewater master plan and impact fee update, including information on water and wastewater projects currently under design and construction, existing and future land use, population and development information, water and wastewater facility information and operational data, historical water production and wastewater effluent data, information on water meters and billing, cost data for recently constructed projects, etc.

#### **TASK B: POPULATION, WATER DEMAND, AND WASTEWATER FLOW PROJECTIONS**

##### **B1. Update Land Use Assumptions and Population Projections**

FNI will coordinate with the City to update the water and wastewater master plan service areas. Population and land use assumptions will be updated for the water and wastewater service areas for the 5-year, 10-year, and 25-year planning periods utilizing the City's available land use and planning data. FNI will coordinate with the City and developers as needed for the latest projections.

##### **B2. Develop Water Demand and Wastewater Flow Projections**

FNI will analyze historical water demands, wastewater flows, and field collected flow monitoring data and develop per-capita residential and non-residential planning criteria for future water demands and wastewater flows projections. Projected water demands and wastewater flows will be developed for existing, 5-year, 10-year, and 25-year planning periods for both water and wastewater service areas.

- Water demand projections will include average day, maximum day, and peak hour demands
- Wastewater flow projections will include annual average day and peak wet weather flows.

##### **B3. Progress Meeting No. 1: Review Land Use Assumptions and Water Demand and Wastewater Flow Projections**

FNI will meet with the City to review land use assumptions and projected population, water demands, and wastewater flows. FNI will address comments from City staff and make revisions as necessary.

## **TASK C: WASTEWATER FLOW MONITORING AND I/I ANALYSIS**

### **C1. Flow Monitor Locations and Sewer Basin Delineation**

FNI will select preliminary flow monitor sites, produce mapping, and review with City staff. FNI will conduct field inspections of the selected flow monitor locations to confirm suitability for flow monitoring. Items to be investigated include accessibility, hydraulic conditions, and debris depth. FNI will notify City staff of any sites that require cleaning prior to flow monitoring. FNI will update the flow monitor basins as needed to reflect infrastructure installed since 2017.

### **C2. Conduct Wastewater Flow Monitoring**

FNI team will install and calibrate ten (10) temporary velocity/depth type flow meters and two (2) rainfall gauges at the agreed upon locations. Temporary flow meters shall remain in place for a minimum of forty-five (45) days.

### **C3. Evaluate Wastewater Data and Characterize Inflow and Infiltration (I/I)**

FNI will evaluate the wastewater system field testing data and prepare flow and depth hydrographs for each monitoring location. The flow data will be summarized showing average dry weather flow and peak wet weather flows at each flow monitor site. Rainfall events will also be summarized for total depth and duration. Inflow and infiltration (I/I) will be calculated throughout the system, and figures will be prepared showing the I/I by flow monitor basin.

### **C4. Progress Meeting No. 2: Review Wastewater Flow Monitoring Data and I/I Analyses**

FNI will meet with City staff to discuss the flow monitoring and field testing results, including the results of the I/I analyses.

## **TASK D: WATER SYSTEM ANALYSES**

### **D1. Update Demand Allocation**

FNI will utilize meter billing, water production, and pumping data provided by the City to update the existing water demand allocation throughout the water service area. FNI will spatially locate water meter locations for active accounts in GIS so the demands can be allocated to the appropriate model nodes.

### **D2. Conduct Existing and Future Water System Modeling and Analyses**

FNI will conduct existing and future water system analyses for the existing, 5-year, 10-year, and 25-year planning periods utilizing the established criteria. FNI will conduct hydraulic modeling analyses with the objectives of identifying areas of constant concern, such as chronically low pressure, high pressure, residence time, high velocity, or flow reversals and identifying pumping system and transmission system capacity and capability to deliver peak flows.

### **D3. Evaluate TCEQ Capacity Requirements Compliance**

FNI will evaluate the system for compliance with the TCEQ Chapter 290 water system capacity requirements. FNI will analyze well production capacity, pumping capacity, elevated storage capacity, and total storage capacity to determine if any deficiencies exist.

#### **D4. Progress Meeting No. 3: Review Water Existing and Future System Analyses**

FNI will meet with City staff to discuss the existing and future water system analyses results.

#### **TASK E: WASTEWATER SYSTEM ANALYSES**

##### **E1. Update Wastewater Collection System Hydraulic Model**

The City's existing wastewater collection system model is in the InnoVize InfoSewer modeling software. FNI will utilize available data from the City's most recent GIS, as-built drawings, construction plans, and operations data to update the model.

##### **E2. Update Wastewater Flow Allocation**

FNI will utilize monthly water meter billing and treatment plant wastewater effluent data provided by the City to update the existing wastewater flow allocation throughout the service area. FNI will spatially locate water meter locations for active accounts in GIS so the flows can be allocated to the appropriate model nodes.

##### **E3. Perform Dry and Wet Weather Wastewater Model Calibration**

FNI will perform dry and wet weather wastewater model validation by comparing the model output with observed flow monitoring and other available operational data. Comparison graphs and mapping will be provided to document model validation results.

##### **E4. Conduct Existing and Future Wastewater System Modeling and Analyses**

FNI will conduct existing and future system analyses of the wastewater system utilizing the calibrated wastewater model and the wastewater flow projections developed during this project. The analyses will inform the sizing the phasing of capital improvements to provide conveyance and treatment capacity in the wastewater system.

##### **E5. Progress Meeting No. 4: Review Wastewater Model Update, Calibration, and System Analyses**

FNI will meet with the City to discuss the wastewater model update and calibration. Existing and future system analyses will also be discussed.

#### **TASK F: WATER AND WASTEWATER CAPITAL IMPROVEMENT PLANS (CIPs)**

##### **F1. Develop Water Distribution System Improvement Capital Improvements Plan**

FNI will utilize the results of the existing and future model scenario analyses to identify improvements in the water distribution system network, elevated and ground storage, and pumping facilities to serve existing and future needs. Additionally, FNI will utilize model results to develop improvement recommendations to serve areas that are currently not developed. FNI will develop water CIPs consisting of project descriptions, prioritization, justification, phasing, and planning level costs for each proposed project in current dollars including engineering and contingencies. FNI will produce mapping showing recommended improvements for the 5-year, 10-year, and 25-year planning periods as well as improvements needed to correct existing system deficiencies.

**F2. Develop Water Distribution System Improvement Capital Improvements Plan**

FNI will utilize the results of the existing and future model scenario analyses to identify improvements to eliminate excessive surcharging and overflows in the collection system resulting from existing inflow and infiltration and increased wastewater flow from projected future development. Additionally, FNI will utilize model results to develop improvements to serve areas that are currently not developed. FNI will develop wastewater CIPs consisting of project descriptions, prioritization, justification, phasing, and planning level costs for each proposed project in current dollars including engineering and contingencies. FNI will produce mapping showing recommended improvements for the 5-year, 10-year, and buildout planning periods as well as improvements needed to correct existing system deficiencies.

**F3. Progress Meeting No. 5: Review Water and Wastewater System Capital Improvement Plans**

FNI will meet with City staff to discuss the proposed 5-year, 10-year, and 25-year water and wastewater capital improvement plans. FNI will revise the CIP according to comments and recommendations from City staff.

**F4. Prepare Draft Water and Wastewater Master Plan Update Report**

FNI will prepare a Draft Water and Wastewater Master Plan Update Report documenting the water and wastewater hydraulic model update and calibration, analyses, results, and recommendations. The Draft Master Plan Report will include descriptions of population and demand/flow projections, hydraulic modeling analyses, system evaluation, and CIP development. An electronic PDF version of the report will be submitted to the City for review.

**F5. Progress Meeting No. 6: Review Draft Water and Wastewater Master Plan Update Report**

FNI will meet with the City to review City staff's comments on the Draft Water and Wastewater Master Plan Report.

**F6. City Council Presentation**

FNI will prepare a presentation on the results of the master plan and present to City Council.

**F7. Finalize Water and Wastewater Master Plan Update Report**

FNI will incorporate City comments and submit an electronic PDF Copy of the final report to the City.

**TASK G: WATER SYSTEM ANALYSES**

**G1. Impact Fee 101 Presentation to Capital Improvement Plan Advisory Committee (CIPAC)**

FNI will conduct a presentation on Impact Fee 101 to the City's Capital Improvement Plan Advisory Committee (CIPAC).

**G2. Develop Impact Fee Land Use Assumptions**

FNI will work with the City to identify the water and wastewater impact fee service areas. FNI will develop 10-year land use assumptions as required in Chapter 395 of the Texas Local Government Code. The population and land use assumptions updated in *Task B1* will be utilized.

**G3. Develop Service Unit Projections**

FNI will utilize the future population projections and the projected land use to calculate the 10-year growth in service units. FNI will utilize equivalency factors for different residential, commercial, and multi-family meter sizes as compared to a single-family connection.

**G4. Identify Proposed Water and Wastewater Improvements Eligible for Impact Fees**

FNI will identify which of the proposed water and wastewater CIP projects are eligible for impact fees. These are the projects that will serve the projected 10-year growth. FNI will also review recently completed water and wastewater improvements and determine which projects are eligible for future cost recovery from growth.

**G5. Progress Meeting No. 7: Review Impact Fee Land Use, Service Units, and Capital Improvements**

FNI will meet with City staff to review the projected land use and service units, and the proposed water and wastewater system improvements identified to be included in the impact fee analysis.

**TASK H: WATER AND WASTEWATER CAPITAL IMPROVEMENT PLANS (CIPs)**

**H1. Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing Recently Completed Capital Improvements Projects for 10-Year Projected Growth**

FNI will utilize water and wastewater models to analyze the existing recently completed projects for remaining capacity for impact fee cost recovery for 10-year projected growth.

**H2. Conduct Water and Wastewater Impact Fee Capacity Analysis for New Capital Improvement Projects**

FNI will utilize water and wastewater models to analyze the identified water and wastewater CIP improvements for eligible capacity for impact fee cost recovery for 10-year projected growth and associated financing costs.

**H3. Calculate Water and Wastewater Capital Project Costs Eligible for Impact Fee Cost Recovery**

FNI will calculate the portion of the water and wastewater capital project's costs eligible for impact fee cost recovery based on the portion of the project's capacity required to serve growth in the 10-year planning period.

**H4. Calculate Maximum Allowable Impact Fees**

FNI will develop maximum allowable water and wastewater impact fees in accordance with Chapter 395 of the Texas Local Government Code using the 50% credit method based on the existing and proposed capital improvement plan costs to support 10-year growth conditions.

**H5. Conduct Survey of Benchmark Cities for Current Water and Wastewater Impact Fees**

FNI will conduct a survey of benchmarked cities and obtain their latest water and wastewater impact fees and compare with proposed Tomball Impact Fee recommendations.

**H6. Progress Meeting No. 8: Review Impact Fee Calculations**

FNI will meet with City staff to review the water and wastewater impact fee calculations.

#### **H7. Develop Draft Water and Wastewater Impact Fee Update Report**

FNI will prepare a Draft Water and Wastewater CIP Update and Impact Fee Update Report showing land use assumptions, water and wastewater impact fee eligible capital improvement costs, and maximum allowable water and wastewater impact fees. An electronic PDF copy will be delivered to City staff for review. FNI will incorporate City staff comments.

#### **H8. Progress Meeting No. 9: Review Draft Water and Wastewater Impact Fee Report**

FNI will meet with City staff to review City staff's comments on the Draft Water and Wastewater Impact Fee Update Report.

#### **H9. Present Impact Fee Analysis Results to Capital Improvement Plan Advisory Committee (CIPAC)**

Following review by City Staff, FNI will conduct one presentation of results of the water and wastewater impact fee analysis results and recommendations to the Capital Improvement Plan Advisory Committee (CIPAC).

#### **H10. Public Hearing on Land Use Assumptions, CIPs, and Impact Fee Calculations**

FNI will assist the City in preparing the presentation material for the public hearing. FNI will attend one (1) Public Hearing on Impact Fees and be available to answer questions. Costs associated with Public Hearings Notices are not included in the FNI budget.

#### **H11. Finalize Water and Wastewater Impact Fee Update Report**

FNI will prepare a Final Water and Wastewater Impact Fee Study Report and deliver an electronic PDF copy to the City.

#### **Summary of Meetings**

- Project Kickoff Meeting
- Up to nine (9) coordination meetings with City staff with topics including:
  - Review Land Use Assumptions and Water Demand and Wastewater Flow Projections
  - Review Wastewater Flow Monitoring Data and I/I Analyses
  - Review Water Existing and Future System Analysis
  - Review Wastewater Model Update, Calibration, and System Analyses
  - Review Water and Wastewater System Capital Improvement Plans
  - Review Draft Water and Wastewater Master Plan Update Report
  - Review Impact Fee Land Use, Service Units, and Capital Improvements
  - Review Impact Fee Calculations
  - Review Draft Water and Wastewater Impact Fee Update Report

#### **Summary of Presentations**

- One (1) Presentation to the City Council on the Water and Wastewater Master Plan Update
- One (1) Impact Fee 101 presentation to CIPAC
- One (1) Presentation to the Capital Improvements Advisory Committee (CIPAC) on Land Use Assumptions, CIP, and Impact Fees
- One (1) Public Hearing on Land Use Assumptions, CIP, and Impact Fees



**List of Deliverables**

- Draft Water and Wastewater Master Plan Update Report
- Final Water and Wastewater Master Plan Update Report
- Draft Water and Wastewater Impact Fee Update Report
- Final Water and Wastewater Impact Fee Update Report

**Summary of Project Schedule**

FNI agrees to complete the services as follows:

- Draft Water and Wastewater Master Plan Report – 240 days after NTP
- Final Water and Wastewater Master Plan Report – 15 days after receiving City Comments
- Draft Water and Wastewater Impact Fee Report – 300 days after NTP
- Final Water and Wastewater Impact Fee Report – 15 days after receiving City Comments

If FNI’s services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

**Summary of Fee for Engineering Services**

FNI proposes to perform the basic services outlined in the above sections for a total **lump sum project fee of \$365,000**, as shown in **Table 2**.

**Table 2: Summary of Fee for Engineering Services**

Basic Services	
Description	Lump Sum Fee
Water and Wastewater Master Plan and Impact Fee Update	\$365,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Ames & Gough) and CONTACT NAME/PHONE/FAX/E-MAIL ADDRESS. Includes a sub-table for INSURER(S) AFFORDING COVERAGE with columns for INSURER and NAIC #.

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Contains rows A through E for various liability coverages.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: Water and Wastewater Master Plan and Impact Fee Update

CERTIFICATE HOLDER

CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Tomball, TX) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature).

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Consideration 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.

**Background:**

The City entered into a professional services agreement with Freese & Nichols, Inc. (FNI) for on-call GIS, planning, and engineering services for Fiscal Year 2021-2022 to supplement City staff efforts due to vacancies in key positions, and to provide on-call services for water and wastewater modeling. Through this contract, FNI has also provided both on-site and off-site support to City staff, including full-time onsite interim City Engineer services.

Due to continued vacancies in the Community Development Department and ongoing needs as a result of increased development, the proposed Professional Services Agreement ensures assistance can be provided for FY 2022-2023, or until a full-time engineer is hired, and FNI can continue to provide supplemental on-call services for GIS updates and water and wastewater modeling.

Funding for on-call services was included in the FY 2022-2023 Budget.

**Origination:** Project Management

**Recommendation:**

Staff recommends approving the Professional Services Contract with Freese & Nichols, Inc. totaling \$50,000.

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

**FUNDING (IF APPLICABLE)**

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

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: #100-156-6304

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

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
CONTRACT NO. 0000-10076  
CITY OF TOMBALL  
ON-CALL PLAN AND PLAT REVIEW AND  
WATER AND WASTEWATER MODELING**

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

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and **FREESE & NICHOLS, INC** ("Engineer").

**WITNESSETH:**

WHEREAS, the City desires to a contract for On-Call Services to include Plan and Plat Review, and Water and Wastewater Modeling; and

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

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

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

**SECTION I.  
SCOPE OF AGREEMENT**

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

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

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

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

### **SECTION III. OWNERSHIP OF WORK PRODUCT**

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

### **SECTION IV. TIME FOR PERFORMANCE**

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

### **SECTION V. COMPLIANCE AND STANDARDS**

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

### **SECTION VI. INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify,**

**hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.**

**SECTION VII.  
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed **\$50,000.00**, including reimbursable expenses as identified in Exhibit "A".

**SECTION VIII.  
INSURANCE**

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION IX.  
TERMINATION**

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

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

All notices and communications under this Agreement shall be mailed by certified

mail, return receipt requested, to Consultant at the following address:

Freese & Nichols, Inc.  
Attn: Richard Weatherly  
11200 Broadway Street, Suite 2320  
Pearland, Texas 77584

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

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

**SECTION XI.  
LIMIT OF APPROPRIATION**

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

**SECTION XII.  
SUCCESSORS AND ASSIGNS**

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

**SECTION XIII.  
DISCLOSURE OF INFORMATION**

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

**SECTION XIV.  
MODIFICATIONS**

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

**SECTION XV.  
ADDITIONAL SERVICES OF ENGINEER**

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

**SECTION XVI.  
CONFLICTS OF INTEREST**

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

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

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

**XVIII.  
MISCELLANEOUS PROVISIONS**

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

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

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



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

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

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

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

EXECUTED on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Freese & Nichols, inc.:**



Name: Richard Weatherly

Title: Vice President/ Project Manager

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, City Manager

ATTEST:

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

# EXHIBIT A

## SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

### PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) will conduct on call planning and engineering services for the City of Tomball (City) during its Fiscal Year 2023. It is understood that the City will authorize one \$50,000 Purchase Order for plan and plat review related planning and engineering services.

The project tasks are broken down in **Table 1**:

**Table 1: Plan and Plat Review Services**

Task	Task Description
Basic Services	
A	Engineering Review Services

**BASIC SERVICES:** Freese and Nichols, Inc. (FNI) may render the following professional services to the City of Tomball (OWNER) in connection with the project, described as plan and plat review related planning and engineering services.

### TASK A: ENGINEERING REVIEW SERVICES

At the City's request, FNI will provide plan and plat review planning and engineering services, in support to City staff. This could include, but is not limited to:

- Attending virtual or in-person meeting with City staff
- Public Infrastructure Plan review
- Residential/Commercial Plat review

### Summary of Project Schedule

FNI agrees to complete the services as follows:

- The On Call Services will be provided for FY 2023 – 10/1/2022 through 9/30/2023

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

### Summary of Fee for Engineering Services

FNI proposes to perform the basic services outlined in the above sections for a total **Not to Exceed Fee of \$50,000**, as shown in **Table 2**.

**Table 2: Summary of Fee for Engineering Services**

<b>Basic Services</b>	
<b>Description</b>	<b>Not to Exceed Fee</b>
Engineering Review Services	\$50,000



# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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.

**Background:**

Staff applied for a Texas Parks and Wildlife (TPWD) non-urban outdoor grant for proposed improvements and enhancements at Jerry Matheson Park to include a new playground, splash pad, shade structure, baseball field improvements, pickleball courts, walking trail and pool renovations. The City was notified of grant approval by the TPWD Commission in May 2021, due to unforeseen delays, the City did receive the agreement for the grant funds until recently.

Staff is requesting authorizing the City Manager to execute the Recreation Grant Agreement with TPWD in order for much needed renovations and enhancements can be completed at Jerry Matheson Park. Once the agreement is executed and a Notice to Proceed is received, staff anticipates beginning working immediately with all improvements completed in 2023.

**Origination:** Project Management

**Recommendation:**

Staff recommends approving 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.

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

**FUNDING (IF APPLICABLE)**

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

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: #400-153-6409

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

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

# TEXAS PARKS AND WILDLIFE

## Recreation Grant Agreement Federal Sub-Award

TPWD P.O. Number: CA-0004066

Project Number: 48-01218

Sponsor Name: City of Tomball

Project Name: Jerry Matheson Park Enhancements

Federal Award Identification Number (FAIN): P22AP01937

Sponsor Unique Entity Identifier: ZQ11F7DUYP52

Catalogue of Federal Domestic Assistance Number (CFDA): 15.916

Agreement Term / Period of Performance: 08/24/2022 - 09/30/2025

Federal Share: \$750,000.00

Sponsor Share: \$750,000.00

Total Project Cost: \$1,500,000.00

### **SECTION 1 - PROJECT DESCRIPTION AND LOCATION**

***This subaward agreement (Grant Agreement) is entered into by the Texas Parks and Wildlife Department (Department), and the City of Tomball (Sponsor). This sub-award is funded through Texas Parks & Wildlife Department issued to the Department on 08/24/2022***

The scope of this Grant Agreement includes:

Tomball will renovate and further develop Jerry Matheson Park. Grant elements include: playground, splashpad & shade structure, baseball field improvements, pickleball courts, and pool renovations.

Jerry Matheson Park is located at 1240 Ulrich Rd., Tomball, Texas 77375.

This sub-award is not for research and development.

### **SECTION 2 - SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT**

N/A

### **SECTION 3 - PRE-AWARD INCURRENCE OF COSTS**

N/A

### **SECTION 4 - APPROVED INDIRECT COST RATE**

N/A

### **SECTION 5 - KEY OFFICIALS**

**Key officials are essential to ensure maximum coordination and communications between the parties**

and the work being performed. They are:

**FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:**

Dana Lagarde  
Director of Recreation Grants  
4200 Smith School Road  
Austin, Texas 78744  
(512)389-8224  
[Dana.Lagarde@tpwd.texas.gov](mailto:Dana.Lagarde@tpwd.texas.gov)

**Grant Manager:**

Dan Reece  
Recreation Grants Branch  
4200 Smith School Road  
Austin, Texas 78744  
(512) 389-8224  
[dan.reece@tpwd.texas.gov](mailto:dan.reece@tpwd.texas.gov)

**Grant Coordinator:**

Lindsay Sansom  
Recreation Grants Branch  
4200 Smith School Road  
Austin, Texas 78744  
(512) 389-8224  
[lindsay.sansom@tpwd.texas.gov](mailto:lindsay.sansom@tpwd.texas.gov)

**FOR PROJECT SPONSOR:**

**Official Point of Contact**

Meagan Mageo  
project coordinator  
401 Market Street  
Tomball, Texas, 77375  
(281) 290-1400  
[mmageo@tomballtx.gov](mailto:mmageo@tomballtx.gov)

**Project Coordinator**

Cindy Metro  
ms.  
2901 County Road 175  
Leander, Texas, 78641  
(512) 452-0432  
[cindy@lcmsinc.com](mailto:cindy@lcmsinc.com)

**Fiscal Contact**

Meagan Mageo  
project coordinator  
401 Market Street  
Tomball, Texas, 77375  
(281) 290-1400  
[mmageo@tomballtx.gov](mailto:mmageo@tomballtx.gov)

**SECTION 6 - AWARD AND PAYMENT**

- A. The Department will provide funding to the Sponsor in an amount not to exceed \$750,000.00 for the project described under Project Description and Location above and in accordance with the Department-approved budget summary attached.
- B. The Sponsor shall obtain prior approval from the Department for budget and program revisions, and shall request reimbursement via payment in accordance with the most current version of the Instructions for Approved Projects Recreation Grant Programs on form PWD BK P4000-1146.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Sponsor maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Grant Agreement and/or any other financial assistance or procurement documents the Sponsor may have with the Federal government.
- D. Expenses charged against awards under the Grant Agreement, unless approved in Section 3, may not be incurred prior to the beginning of the Grant Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Department Key Officials. The Sponsor shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- F. The Sponsor must meet their cost share commitment over the life of the award, as specified in section 2 of this agreement. Non-federal cost-share is required for costs incurred under this Grant Agreement.

**SECTION 7 - MODIFICATION, REMEDIES FOR NON-COMPLIANCE TERMINATION**

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of Sponsor.
- B. Additional conditions may be imposed by the Department if it is determined that the Sponsor is non-compliant with the terms and conditions of this agreement.
- C. The Department may suspend program assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.
- D. The Sponsor may unilaterally terminate the project prior to the first payment on the project or within 90 days of the TPWD Approval Date, whichever occurs earlier. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by agreement with the Department.
- E. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- F. The Department or Sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State/Federal share of the non-cancelable obligations, property incurred by the Sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- G. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Sponsor and the Department, or that all funds provided by the Department be returned.
- H. If the Sponsor does not comply with provisions as set forth in the grant agreement and the Recreation



Grants Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:

1. The Department may withhold payment to the Sponsor;
2. The Department may withhold action on pending projects proposed by the Sponsor

## **SECTION 8 - CLOSEOUT**

Sponsor will follow closeout procedures in the Instructions for Approved Projects Recreation Grant Programs PWD BK P4000-1146.

## **SECTION 9 - TERMS OF ACCEPTANCE**

By accepting funds under this grant, the Sponsor agrees to comply with the terms and conditions of this Grant Agreement, and the terms and conditions of all attachments that are applicable to the Sponsor. Sponsor also agrees to comply with assurances and certifications made in its approved grant application submitted via Recreation Grants Online, and applicable federal statutes, regulations and guidelines. Sponsor agrees to fulfill the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

### **Signature Authority**

The person or persons signing this Grant Agreement on behalf of the Sponsor hereby warrant and guarantee that they are duly authorized by the Sponsor to execute this Grant Agreement on behalf of the Sponsor and to validly and legally bind the Sponsor to all the terms of this agreement.

### **Entire Agreement; Modifications Must Be in Writing**

This Grant Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered unless with prior written approval by both parties.

### **Venue; Governing Law**

This Grant Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

## **SECTION 10 – ATTACHMENTS INCORPORATED BY REFERENCE**

The Federal regulations titled “2 CFR, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>)

The following completed documents are attached to and made part of this Agreement:

Budget Summary  
Boundary Map  
Certificate of Land dedication  
Assurances for Federal Subawards  
THC Review  
Resource Review  
Instructions for Approved Projects  
Local Park Grant Manual  
Texas Grant Management Standards  
Certification Regarding Lobbying - Signature Required  
Construction Assurances  
Federal Agreement

**SECTION 11 – SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) set forth below.

**TEXAS PARKS AND WILDLIFE DEPARTMENT**

**City of Tomball**

Signature: Dana Lagarde

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

Date: 09/23/2022

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

SAM Date/Initials: 09/23/2022 / D.R.

Signature: \_\_\_\_\_

Federal Aid Date/Initials: 09/22/2022 / A.J.

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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 to the Issuance of Such Bonds; and Providing an Effective Date.

**Background:**

Pursuant to Chapter 372 of the Local Government Code, Ordinance No. 2022-36 will be adopted on **First and Only Reading**, for the issuance and sale of Special Assessment Revenue Bonds for Raburn Reserve, Public Improvement District 10, Improvement Area 1. The Ordinance will also approve and authorize an Indenture of Trust and agreement connected to the sale of bonds.

**Origination:** Project Management

**Recommendation:**

Adopt Ordinance No. 2022-36 on **First and Only Reading**, approving and authorizing the issuance and sale of the City of Tomball Special Assessment Revenue Bonds for Raburn Reserve, Public Improvement District 10, Improvement Area 1.

**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	<u>Meagan Mageo</u>	<u>8/31/2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

**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 OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE**

\* \* \* \* \*

**WHEREAS**, the City of Tomball, Texas (the “City”), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), has previously established the Raburn Reserve Public Improvement District (the “District”), pursuant to an Amended and Restated Resolution adopted by the City Council of the City (the “City Council”) on November 4, 2019; and

**WHEREAS**, pursuant to the PID Act, the City Council published notice and held a public hearing on August 17, 2020, regarding the levy of special assessments on property within Improvement Area #1 of the District, and after the conduct of such public hearing adopted an Ordinance (the “Assessment Ordinance”); and

**WHEREAS**, in the Assessment Ordinance, the City Council approved and accepted the Service and Assessment Plan (as defined and described in the Assessment Ordinance, the “Service and Assessment Plan”) relating to the District and levied the Assessments against the Assessed Property within Improvement Area #1 of the District, as set forth on the Assessment Roll. Capitalized terms used in this preamble and not otherwise defined shall have the meaning assigned thereto in the Service and Assessment Plan; and

**WHEREAS**, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments on Assessed Property in Improvement Area #1 of the District (the “Improvement Area #1 Bonds”) for the purposes of (i) paying the costs of the Authorized Improvements in Improvement Area #1 identified in the Service and Assessment Plan, (ii) paying capitalized interest on Improvement Area #1 Bonds, (iii) funding a reserve fund for payment of principal and interest on Improvement Area #1 Bonds, (iv) funding a portion of the Delinquency and Prepayment Reserve Account, (v) paying a portion of the costs incidental to the organization of the District, and (vi) paying the costs of issuing Improvement Area #1 Bonds; and

**WHEREAS**, the City Council has previously found and determined to approve the issuance of the Improvement Area #1 Bonds to finance the Authorized Improvements identified in the Service and Assessment Plan on the terms described herein, and has approved the form, terms and provisions of the Master Indenture (as defined herein); and

**WHEREAS**, the City has previously issued its City of Tomball Special Assessment Revenue Bonds, Series 2020 (Raburn Reserve Public Improvement DistrictImprovement Area #1)

containing a pledge of the Assessments on Assessed Property in Improvement Area #1 to fund a portion of the Authorized Improvements in Improvement Area #1; and

**WHEREAS**, the Series 2020 Bonds are Improvement Area #1 Bonds issued pursuant to the terms of the Master Indenture, which also authorizes the issuance of additional Improvement Area #1 Bonds; and

**WHEREAS**, the City Council has found and determined to approve the issuance of the Series 2022 Bonds (defined herein) as additional Improvement Area #1 Bonds pursuant to the terms of the Master Indenture, to finance a portion of the Authorized Improvements as set forth in the Service and Assessment Plan on the terms described herein, and to approve the form, terms and provisions of the Second Supplemental Indenture (as defined herein); and

**WHEREAS**, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Terms not otherwise defined in Sections 2 through 6 herein shall have the definitions as set forth in the Indenture (defined herein).

Section 2. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to in the Master Indenture or in the Second Supplemental Indenture.

Section 3. Approval of Second Supplemental Indenture and Series 2022 Bonds. The City of Tomball, Texas Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #1)(the “Series 2022 Bonds”) shall be issued as Improvement Area #1 Bonds pursuant to and secured under the Master Indenture and under that certain Second Supplemental Indenture dated October 1, 2022 by and between the City and The Bank of New York Mellon Trust Company, National Association, as trustee (the “Second Supplemental Indenture” and together with the Master Indenture, the “Indentures”). The Second Supplemental Indenture is hereby approved in the substantially final form presented at this meeting, with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor of the City, such approval to be evidenced by the execution and delivery of the Second Supplemental Indenture. The Mayor of the City is hereby authorized and directed to execute the Second Supplemental Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.

Section 4. Sales of Bonds. The sale of the Series 2022 Bonds shall be pursuant to the provisions of the Master Indenture and the Second Supplemental Indenture.

Section 5. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Series 2022 Bonds and any addenda, supplement or amendment thereto presented to and considered by the City Council are hereby in all respects approved and adopted. The City hereby authorizes the preparation of a final Limited Offering Memorandum reflecting the terms of the Bond Purchase Agreement and other relevant information. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the City Manager and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds, and the Preliminary Limited Offering Memorandum is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and continued. Notwithstanding the execution, approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor, the Mayor and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to development, the construction of the Improvement Area #1 Improvements, the Developer (as defined in the Limited Offering Memorandum) or its financial ability, the homebuilders, or the landowners.

Section 6. Approval of Service and Assessment Plan. The Service and Assessment Plan as presented at the meeting and as updated to reflect the issuance of the Series 2022 Bonds is hereby approved.

Section 7. Continuing Disclosure Agreement. The City shall provide continuing disclosure for the Series 2022 Bonds as set forth in the Second Supplemental Indenture. In connection with its continuing disclosure obligations for the Series 2022 Bonds, the City hereby ratifies the approval of that certain Master Agreement for Dissemination Agent Services (the “Master Agreement”) by and between the City and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as presented at the meeting.

Section 8. Additional Actions. The Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance, including the making of modifications to this Ordinance and the Indenture as necessary to obtain approval of the Bonds by the Attorney General of the State, the Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance, including any required consents relating to land transfers.

Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

Section 9. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Council of the City.

FIRST AND ONLY READING:

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

COUNCILMAN FORD \_\_\_\_\_  
COUNCILMAN STOLL \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN TOWNSEND \_\_\_\_\_  
COUNCILMAN PARR \_\_\_\_\_

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

ATTEST:

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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.

**Background:**

Pursuant to Chapter 372 of the Local Government Code, Ordinance No. 2022-37 will be adopted on **First and Only Reading**, for the issuance and sale of Special Assessment Revenue Bonds for Raburn Reserve, Public Improvement District 10, Improvement Area 2. The Ordinance will also approve and authorize an Indenture of Trust and agreement connected to the sale of bonds.

**Origination:** Project Management

**Recommendation:**

Adopt Ordinance No. 2022-37 on **First and Only Reading**, approving and authorizing the issuance and sale of the City of Tomball Special Assessment Revenue Bonds for Raburn Reserve, Public Improvement District 10, Improvement Area 2.

**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	<u>Meagan Mageo</u>	<u>8/31/2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date



**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 OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE**

\* \* \* \* \*

**WHEREAS**, the City of Tomball, Texas (the “City”), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), has previously established the Raburn Reserve Public Improvement District (the “District”), pursuant to an Amended and Restated Resolution adopted by the City Council of the City (the “City Council”) on December 7, 2022; and

**WHEREAS**, pursuant to the PID Act, the City Council published notice and held a public hearing on September 19, 2022, regarding the levy of special assessments on property within Improvement Area #2 of the District, and after the conduct of such public hearing has adopted an Ordinance (the “Assessment Ordinance”); and

**WHEREAS**, in the Assessment Ordinance, the City Council approved and accepted the Service and Assessment Plan (as defined and described in the Assessment Ordinance, the “Service and Assessment Plan”) relating to the District and levied the assessments (the “Assessments”) against property within Improvement Area #2 of the District (the “Assessed Property”), as set forth in the Improvement Area #2 Assessment Roll. Capitalized terms used in this preamble and not otherwise defined shall have the meaning assigned thereto in the Service and Assessment Plan; and

**WHEREAS**, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments on Assessed Property in Improvement Area #2 of the District (the “Improvement Area #2 Bonds”) for the purposes of (i) paying a portion of the Improvement Area #2 Costs identified in the Service and Assessment Plan, (ii) paying capitalized interest on Improvement Area #2 Bonds, (iii) funding a reserve fund for payment of principal and interest on Improvement Area #2 Bonds, (iv) funding a portion of the Delinquency and Prepayment Reserve Account, (v) paying a portion of the costs incidental to the organization of the District, and (vi) paying the costs of issuing Improvement Area #2 Bonds; and

**WHEREAS**, the City Council has found and determined to (i) approve the issuance of the Improvement Area #2 Bonds to finance the Improvement Area #2 Costs identified in the Service and Assessment Plan on the terms described herein, (ii) approve the form, terms and provisions of the Master Indenture (as defined herein) and First Supplemental Indenture (as defined herein); and

**WHEREAS, WHEREAS,** the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Terms not otherwise defined in Sections 2 through 6 herein shall have the definitions as set forth in the Indenture (defined herein).

Section 2. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to in the Master Indenture or in the First Supplemental Indenture.

Section 3. Approval of Issuance of Improvement Area #2 Bonds and Master Indenture of Trust. The issuance of Improvement Area #2 Bonds for the purpose of providing funds for (i) paying a portion of the Improvement Area #2 Costs, (ii) paying capitalized interest on the Bonds, (iii) funding the Bond Reserve Account of the Reserve Fund, (iv) funding a portion of the Delinquency and Prepayment Reserve Account, (v) paying a portion of the costs incidental to the organization of the District, and (vi) paying the costs of issuance of each series of Improvement Area #2 Bonds, are hereby authorized and approved.

(a) The Improvement Area #2 Bonds shall be issued and secured under that certain Master Indenture of Trust dated September 15, 2022 by and between the City and the Wilmington Trust, N.A. as trustee (the “Master Indenture”), and pursuant to supplemental indentures for each series as authorized by the Master Indenture. Such Master Indenture is hereby approved in the substantially final form presented at this meeting, with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor of the City, such approval to be evidenced by the execution and delivery of the Master Indenture. The Mayor of the City is hereby authorized and directed to execute the Master Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.

(b) The Improvement Area #2 Bonds issued pursuant to the Master Indenture shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in a supplemental indenture. The Improvement Area #2 Bonds shall be in substantially the form set forth in the Master Indenture and in a supplemental indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Improvement Area #2 Bonds. The Improvement Area #2 Bonds shall be payable from and secured solely by the Assessments levied on the Assessed Property for the Improvement Area #2 Costs, as set forth in the Service and Assessment Plan and other assets of the “Trust Estate” (as defined in the Indentures)

pledged to such an Improvement Area #2 Bonds, and shall never be payable from ad valorem taxes.

Section 4. Approval of First Supplemental Indenture and Series 2022 Bonds. The City of Tomball, Texas Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #2 Project)(the “Series 2022 Bonds”) shall be issued and secured under the Master Indenture and under that certain first supplemental indenture of trust dated September 15, 2022 by and between the City and Wilmington Trust, N.A., as trustee (the “First Supplemental Indenture” and together with the Master Indenture, the “Indentures”). The First Supplemental Indenture is hereby approved in the substantially final form presented at this meeting, with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor of the City, such approval to be evidenced by the execution and delivery of the First Supplemental Indenture. The Mayor of the City is hereby authorized and directed to execute the First Supplemental Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.

Section 5. Sale of Bonds. Improvement Area #2 Bonds shall be sold pursuant to the provisions of the Master Indenture and supplemental indentures. The Series 2022 Bonds shall be sold as set forth in the First Supplemental Indenture.

Section 6. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Series 2022 Bonds and any addenda, supplement or amendment thereto presented to and considered by the City Council are hereby in all respects approved and adopted. The City hereby authorizes the preparation of a final Limited Offering Memorandum reflecting the terms of the Bond Purchase Agreement and other relevant information. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the City Manager and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds, and the Preliminary Limited Offering Memorandum is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and continued. Notwithstanding the execution, approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor, the Mayor and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to development, the construction of the Improvement Area #2 Improvements, the Developer (as defined in the Limited Offering Memorandum) or its financial ability, the homebuilders, or the landowners.

Section 7. Continuing Disclosure Agreement. The City shall provide continuing disclosure for the Series 2022 Bonds as set forth in the First Supplemental Indenture. Continuing disclosure agreements for additional series of Improvement Area #2 Bonds issued pursuant to the Master Indenture shall be approved in a Supplemental Indenture. In connection with its continuing disclosure obligations for the Series 2022 Bonds, the City hereby approves that certain Master Agreement for Dissemination Agent Services (the “Master Agreement”) by and between the City and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as presented at the meeting. The City Manager or the Mayor are hereby authorized to execute such Master Agreement.

Section 8. Additional Actions. The Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance, including the making of modifications to this Ordinance and the Indenture as necessary to obtain approval of the Bonds by the Attorney General of the State, the Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance, including any required consents relating to land transfers. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

Section 9. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Council of the City.

[Signature Page Follows]

FIRST AND ONLY READING:

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

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

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

ATTEST:

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 3, 2022

**Topic:**

Approve Resolution Number 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).

**Background:**

Resolution Number 2022-46, approves an amended and restated Reimbursement Agreement for Raburn Reserve Section Two. This Reimbursement Agreement authorizes the City of Tomball to reimburse the Developer (HT Raburn Reserve Development, L.P.) for the PID eligible authorized improvements in Raburn Reserve Improvement Area #2, with a not to exceed amount of \$2,744,000.00, plus accrued interest, to be paid from assessments levied against properties in Raburn Reserve PID Improvement Area #2, and pursuant to the adopted Service and Assessment Plan (SAP).

**Origination:** Project Management

**Recommendation:**

Staff recommends approving Resolution Number 2022-46 and authorizing the execution of the amended and restated Reimbursement Agreement for Raburn Reserve Improvement Area Two (IA2)

**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. 2022-46**

**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 #2.**

\* \* \* \* \*

**WHEREAS**, on November 4, 2019 the City Council passed and approved a resolution amending and restating the resolution creating the Raburn Reserve Public Improvement District (the “District”) covering approximately 105 acres of land described by metes and bounds in said Resolution (the “District Property”); and

**WHEREAS**, on December 7, 2020 the City Council passed and approved a resolution amending and restating the resolution creating the Raburn Reserve Public Improvement District (the “District”) covering approximately 107.4288 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 “Raburn Reserve Development Agreement,” executed by and between the Developer, and the City effective December 7, 2019, as amended by that certain “First Amendment to Raburn Reserve Development Agreement,” executed by and between HT Raburn Reserve Development L.P. a Texas limited partnership, (the “Developer”) and the City effective June 15, 2020 (together, the “Development Agreement”); and

**WHEREAS**, the District Property is being developed in improvement areas (each an “Improvement Area”), and special assessments for each Improvement Area have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer

a special benefit on the Assessed Property within such Improvement Area; and

**WHEREAS**, the Developer is constructing certain public improvements in Improvement Area #2 (the “Improvement Area #2 Improvements”) to serve Improvement Area #2 of the District Property, as to be described and depicted in the Service and Assessment Plan (the ”SAP”); and

**WHEREAS**, the City and the Developer approved that certain reimbursement agreement for Improvement Area #2 effective April 18, 2022 (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 within Improvement Area #2 of the District from Improvement Area #2 Assessments levied on assessable property within Improvement Area #2 of the District; and

**WHEREAS**, the City has levied assessments against District Property in Improvement Area #2 (the Improvement Area #2 Assessments) for the financing of the Improvement Area #2 Assessments pursuant to an order approved October 3, 2022; and

**WHEREAS**, the City has issued its Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #2) (the “Bonds”) pursuant to an ordinance approved October 3, 2022, the proceeds of which shall reimburse the Developer for a portion of the costs of the Improvement Area #2 Improvements pursuant to the SAP; and

**WHEREAS**, the City and the Developer now desire to amend the Reimbursement Agreement (the “Amended and Restated Reimbursement Agreement”) to modify and reduce the amount of reimbursement due to the Developer subsequent to the issuance of the Bonds;

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

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

Section 2. The City Council hereby approves the Amended and Restated 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 3rd day of October 2022.

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Lori Klein Quinn  
Mayor

ATTEST:

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Doris Speer  
City Secretary

**AMENDED AND RESTATED RABURN RESERVE PUBLIC IMPROVEMENT  
DISTRICT  
IMPROVEMENT AREA #2 REIMBURSEMENT AGREEMENT**

This Amended and Restated Raburn Reserve Public Improvement District Improvement Area #2 Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Tomball, Texas (the “City”) and HT Raburn Reserve Development L.P. a Texas limited partnership, (the “Developer”) (referred to as a “Party” and collectively as the “Parties”) to be effective as of October 3, 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 *Raburn Reserve Public Improvement District Service and Assessment Plan*, to be approved by the City at the time of the City’s levy of assessments on property within Improvement Area #2 on October 3, 2022, as the same may be amended, supplemented, and updated from time to time (the “SAP”); and

**WHEREAS**, on November 4, 2019 the City Council passed and approved a resolution amending and restating the resolution creating the Raburn Reserve Public Improvement District (the “District”) covering approximately 105 acres of land described by metes and bounds in said Resolution (the “District Property”); and

**WHEREAS**, on December 7, 2020 the City Council passed and approved a resolution amending and restating the resolution creating the Raburn Reserve Public Improvement District (the “District”) covering approximately 107.4288 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 “Raburn Reserve Development Agreement,” executed by and between the Developer, and the City effective December 7, 2019, as amended by that certain “First Amendment to Raburn Reserve Development Agreement,” executed by and between the Developer and the City effective June 15, 2020 (together, the “Development Agreement”); and

**WHEREAS**, the District Property is being developed in improvement areas (each an “Improvement Area”), and special assessments for each Improvement Area have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such Improvement Area; and

**WHEREAS**, the Developer is constructing certain public improvements in Improvement Area #2 (the “Improvement Area #2 Improvements”) to serve Improvement Area #2 of the District Property, as to be described and depicted in the SAP; and

**WHEREAS**, the City has levied assessments against District Property in Improvement Area #2 (the Improvement Area #2 Assessments) for the financing of the Improvement Area #2 Assessments; and

**WHEREAS**, the City has issued its City of Tomball Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #2) (the “ Series 2022 Bonds”) as of the Effective Date hereof; and

**WHEREAS**, as a result of the issuance of the Series 2022 Bonds, the City now desires to amend and restate this Reimbursement Agreement to revise the Reimbursement Obligation (as defined herein) due the Developer; and

**WHEREAS**, the City and the Developer desire to memorialize the remaining reimbursement due to the Developer for the costs of the Improvement Area #2 Improvements subsequent to the issuance of the Series 2022 Bonds, pursuant to the SAP; and

**WHEREAS**, all revenue received and collected by the City from the collection of the Improvement Area #2 Assessments and the annual installments of the Improvement Area #2 consisting of principal and interest pursuant to this Agreement and the SAP (the “Improvement Area #2 Assessment Revenue”) shall be deposited first for the payment of debt service on the Series 2022 Bonds and any additional bonds issued by the City for the financing of the Improvement Area #2 Improvements and second, into an assessment fund and accounts therein for Improvement Area #2, that is segregated from all other funds of the City (the “Improvement Area #2 Reimbursement Fund”); and

**WHEREAS**, the Improvement Area #2 Assessment Revenue deposited into the Improvement Area #2 Reimbursement Fund shall be used to reimburse Developer and its assigns for the cost of the Improvement Area #2 Improvements advanced in a principal amount not to exceed \$2,744,000, plus interest as set forth herein; and

**WHEREAS**, the obligations of the City to use the Improvement Area #2 Assessments hereunder is authorized by the PID Act; and

**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. The City has levied the Improvement Area #2 Assessments to finance the cost of the Improvement Area #2 Improvements and to reimburse the Developer for the costs of such Improvement Area #2 Improvements incurred by Developer prior to the levy and/or to pay directly the costs of the Improvement Area #2 Improvements.
3. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with Development Agreement and the SAP, the City agrees to pay the Developer and the Developer shall be entitled to receive from the City, the amount equal to the actual costs of the Improvement Area #2 Improvements in a principal amount not to exceed \$2,744,000, as set forth in the SAP, in accordance with the terms of this Reimbursement Agreement,(the “Reimbursement Obligation”), plus interest accrued, as provided in Section 2(a) below. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the “Improvement Area #2 Reimbursement Fund”. The Reimbursement Obligation is payable from Improvement Area #2 Assessment Revenue to be deposited in the Improvement Area #2 Reimbursement Fund as described below and in accordance with the Development Agreement and the SAP:
  - a. The Reimbursement Obligation is payable solely from: (i) Improvement Area #2 Assessment Revenue received and collected by the City from Improvement Area #2 Assessments deposited to the Improvement Area #2 Reimbursement Fund after the payment of debt service on any outstanding Series 2022 Bonds or additional bonds issued with a pledge of the Improvement Area #2 Assessment Revenue (the “Improvement Area #2 Bonds”) (ii) the net proceeds (after funding reserve funds, payment of costs of issuance, including the costs paid or incurred by the City and City administrative expenses) of one or more series of Improvement Area #2 Bonds issued by the City to fund all or a portion of the Reimbursement Amount in accordance with the terms of the Development Agreement and the SAP and secured by the Improvement Area #2 Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Improvement Area #2 Assessment Revenue shall be received, collected and deposited into the applicable account of the Reimbursement Fund subject to the following limitations:
    - i. Calculation of the Improvement Area #2 Assessments and the first annual installment for a Lot or Parcel in Improvement Area #2 of the District shall begin as shall be provided in the SAP.
    - ii. Improvement Area #2 Assessments collected for the Reimbursement Obligation shall accrue simple interest annually at the rate to be set forth in the SAP, such rate to be in compliance with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Such interest shall accrue upon levy of the Improvement Area #2 Assessments only for the portion of the Improvement

Area #2 Assessment that is not allocated to the Series 2022 Bonds or any additional outstanding Improvement Area #2 Bonds. If accrued, interest shall begin and continue on the unpaid principal amount of the Improvement Area #2 Assessments as set forth in the SAP until the earlier of (i) the expiration of the term set forth in the SAP, or (ii) the issuance of Improvement Area #2 Bonds to fund a portion of the Reimbursement Obligation, as reduced by annual payments made pursuant to (iv) below.

- iii. Improvement Area #2 Assessment Revenue dedicated to the payment of all or a portion of the Reimbursement Obligation and interest thereon, shall be deposited into the Improvement Area #2 Reimbursement Fund after the payment of debt service on the Series 2022 Bonds and any additional outstanding Improvement Area #2 Bonds.
  - iv. The Developer shall receive the Unpaid Balance in annual installments as to be set forth in the SAP and in Section 3 below from the Improvement Area #2 Reimbursement Fund, for the time period to be set forth in the SAP or until Improvement Area #2 Bonds are issued to fund such Reimbursement Obligation, and as allowed under Section 2(a) above.
4. The Reimbursement Obligation, as set forth in the SAP, plus the interest as described above, if accruing, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from Improvement Area #2 Assessment Revenue received and collected for such purpose and deposited into Improvement Area #2 Reimbursement Fund subject to Section 3(a)(iii), and Section 5 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 term of this Agreement, as set forth herein. Payment of Improvement Area #2 Assessment Revenue from the Improvement Area #2 Reimbursement Fund after the payment of debt service on the Series 2022 Bonds and any additional outstanding Improvement Area #2 Bonds, shall be made annually to the Developer subject to the term of this Reimbursement Agreement and the SAP as set forth in Section 21. The outstanding Unpaid Balance and the Reimbursement Obligation shall be reduced by the amount of each annual payment to the Developer from the Improvement Area #2 Reimbursement Fund.
  5. 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 Improvement Area #2 Assessment Revenue received, collected and deposited into the Improvement Area #2 Reimbursement Fund. 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 District and the enforcement and collection of assessments, and

all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area #2 Assessment Revenue or does not receive an amount in excess of the annual debt service due on the Series 2022 Bonds and any additional outstanding Improvement Area #2 Bonds, and, as a result, is unable to make transfers from the Improvement Area #2 Reimbursement Fund 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.

6. If Improvement Area #2 Bonds are issued to fund all or a portion of the Reimbursement Obligation after the levy of the Improvement Area #2 Assessments, the net proceeds of such Improvement Area #2 Bonds shall be used to pay the outstanding Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, due to the Developer under this Reimbursement Agreement for the costs of the Improvement Area #2 Improvements as set forth in the SAP. However, no Improvement Area #2 Bonds shall be issued unless the funds necessary to complete the Improvement Area #2 Improvements are deposited with the net proceeds of the applicable series of Improvement Area #2 Bonds on the closing date of such Improvement Area #2 Bonds, or alternately, (i) the Developer has expended funds (verified by the City) for construction of the Improvement Area #2 Improvements to be financed with the Improvement Area #2 Bonds in an amount that is greater than the deposit that would have otherwise been required at the time such Improvement Area #2 Bonds are issued, or (ii) Developer and the City have made other arrangements acceptable to the City in its sole discretion. The Reimbursement Agreement shall terminate on the earlier of (i) the issuance of Improvement Area #2 Bonds to fund the Reimbursement Obligation set forth herein as reduced by payments made pursuant to Section 3 herein, (ii) the expiration of the Improvement Area #2 Assessments as set forth in the SAP, or (iii) termination of this Agreement pursuant to an Event of Default or termination event herein or under the Development Agreement. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the costs of the Improvement Area #2 Improvements in the amounts set forth in the SAP. The Developer represents and warrants that it will not request payment with respect to any Improvement Area #2 Improvement that is not part of the Improvement Area #2 Improvement identified in the SAP and it will follow all procedures set forth in the Development Agreement with respect to certification for payments, including for payments of the Unpaid Balance from the Improvement Area #2 Reimbursement Fund.
7. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding

the foregoing, however, no Transfer shall be effective until five (5) days after Developer's written notice of the Transfer is received by the City, including for each Transferee the information required by Section 9 below. 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 parties, nor shall it be required to execute any consent or make any representations or covenants relating to such assignment.

8. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Improvement Area #2 Reimbursement Fund 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.
9. 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 Improvement Area #2 Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. 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.
10. 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.
11. 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:

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: Carson Nunnley  
Hines Acquisitions LLC  
609 Main Street, Suite 2400  
Houston, Texas 77002

With a copy to: c/o HT Raburn Reserve Development L.P.  
Attn: Corporate Counsel  
609 Main Street, Suite 2400  
Houston, Texas 77002

12. 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.

13. 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 an "Event of 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 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 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 30 day period so long as the non-performing Party cures such default within 90 days. 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.

- b. Notwithstanding the foregoing, the following are Events of Default under this Agreement:
- i. The Developer shall fail to pay to the City any monetary sum hereby required of it 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 Agreement.
  - ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) 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, if such failure is not cured within thirty (30) days.
  - vii. A Developer event of default under 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 Agreement. The City shall not terminate this 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 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 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.
14. 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 Improvement Area #2 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.

15. To the extent there is a conflict between this Reimbursement Agreement and the indenture securing the Series 2022 Bonds or an indenture securing the Improvement Area #2 Bonds issued to fund the Reimbursement Obligation or the SAP, the indenture securing the 2022 Bonds or such Improvement Area #2 Bonds or the SAP shall control as the provisions relate to the Improvement Area #2 Assessments.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.

21. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
22. The term of this Reimbursement Agreement is the earlier of (i) the expiration of the Assessments as set forth in the SAP, (ii) until the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of Improvement Area #2 Bonds to fund the Reimbursement Amount, as reduced by payments made pursuant to Section 3 herein, or (iv) termination pursuant to an Event of Default under this Agreement or under the Development Agreement, whichever occurs first. If the Developer defaults under this Reimbursement Agreement or the Development Agreement, the Development Agreement shall not terminate with respect to the costs of the Authorized Improvements benefitting Improvement Area #2 that have been previously been approved by the City pursuant to a Certification for Payment (as defined in the Development Agreement) prior to the date of default.
23. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time. For purposes of this Reimbursement Agreement, "Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Reimbursement Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics that result in a governmental action that stops or delays construction or halts, impedes or delays the operations of the City; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not caused by, voluntarily induced or promoted by the affected Party (including the submission of incomplete or erroneous information to the

City), or brought about by the breach of its obligations under this Reimbursement Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) changes in market condition; (v) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (w) the occurrence of any manpower, material or equipment shortages.

24. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
25. 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.
26. 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.
27. To the extent this 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 Trustee 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 Indenture. 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 does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Trustee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit

28. To the extent this 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 Trustee 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 Indenture 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 Trustee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit

29. The Developer agrees to either (i) file a Texas Ethics Commission Disclosure of Interested Parties form to the City or (ii) represent in writing that it is exempt from filing of such form, no later than the date upon which the City Council approves this Reimbursement Agreement

[SIGNATURE PAGES TO FOLLOW]

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

ATTEST:

**CITY OF TOMBALL**

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

\_\_\_\_\_  
Mayor



HT RABURN RESERVE DEVELOPMENT LP

By: HT Raburn Reserve Development LLC, its general partner

By: HT Raburn Reserve LP, its sole member

By: Hines Raburn Reserve LLC, its general partner

By: Hines Raburn Reserve Associates LP, its sole member

By: Hines Investment Management Holdings Limited Partnership, its general partner

By: HIMH GP LLC, its general partner

By: Hines Real Estate Holdings Limited Partnership, its sole member

By: JCH Investments, Inc.,  
its general partner

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

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

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

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 3, 2022

**Topic:**

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.

**Background:**

Due current aging and condition of Shop # 95-006, a 1995 Freightliner/E-One pumper, the Fire Department submitted this vehicle for replacement in the FY 2022-2023 Budget.

The replacement vehicle will be purchased from Alexis Fire Equipment Company, through the Houston-Galveston Area Council Cooperative Purchasing Contract in the amount of \$735,171. Additional upfit of hose, hand tools, and other associated equipment is also requested in the amount of \$64,829.

Current manufacture times from time of order to time of receipt of a new apparatus of this type is 425 days due to supply chain issues. This apparatus will be custom built by the Alexis Fire Equipment Company in Alexis, Illinois. Alexis is the oldest privately owned fire apparatus manufacture in the United States and is known for their solidly built stainless steel body.

This purchase will be funded from the General Fund Fleet Replacement.

**Origination:** Fire Department

**Recommendation:**

Approval

**Party(ies) responsible for placing this item on agenda:** Joe Sykora, Fire Chief

**FUNDING (IF APPLICABLE)**

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

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

If yes, specify Account Number: # 600-651-6405

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

**Signed:** Joe Sykora 09/28/2022 **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date



**AMENDMENT No. 2 to CONTRACT No. FS12-19**  
**For**  
Fire Service Apparatus (All Types)  
**Between**  
**HOUSTON-GALVESTON AREA COUNCIL**  
**And**  
**Alexis Fire Equipment Company**


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through May 31, 2023 Midnight CT.

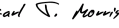
Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,  
Houston, Texas

DocuSigned by:  
  
82FC270D6064429...  
\_\_\_\_\_  
Chuck Wemple, Executive Director  
5/10/2022  
Date: \_\_\_\_\_

Signed for: **Alexis Fire Equipment Company**  
Printed Name & Title:

DocuSigned by:  
  
07E03EBFA833479...  
\_\_\_\_\_  
Karl J. Morris                      President  
\_\_\_\_\_  
5/2/2022  
Date: \_\_\_\_\_



# Alexis Apparatus Proposal

Sept 26 2022

The Proposal has been prepared especially for:

## Tomball Fire Department

SMJ Equipment LLC is pleased to offer Tomball Fire Department one (1) 2024 Spartan Custom Chassis built on An Alexis Custom SS Body. This unit has been quoted using the HGAC Contract. This vehicle shall be in accordance with the attached specifications. The purchase price shall include all vehicle components and NFPA equipment as detailed in the SMJ Equipment LLC / Alexis Proposal.

Delivery will be F.O.B. Customer Location and will be made approximately 425 Calendar days after receipt of final approval package by fire department. Terms of payment shall be pre-payment or payment upon delivery. The Spartan Custom Chassis will be invoiced to Tomball after being received at Alexis.

1 - Alexis Custom Heavy Duty Pumper **Sub Total \$ 746,914.00**

### Options:

HGAC Fee (If a 2<sup>nd</sup> unit is added to same agreement, then divide by 2) **\$2000.00**

Pre-Con Meeting at the Alexis Factory FD to cover **\$ 0**

Final Inspection of completed unit at Factory FD to cover **\$ 0**

Delivery of unit to Tomball FD from Alexis IL ( Per Unit) **\$ 2200.00**

---

**Sub Total from above : \$ 751,114.00**

### **Pre-Payment Discount options:**

**90% Down upon approved contract,  
Based on a prepayment amount of \$676002.60 with PO = a Discount of < \$ 15,943.00>**

**Grand Total for above \$ 735,171.00**

Pricing provided is **exclusive** of all Federal, State and Local taxes and any other fees, which may apply unless specifically noted herein. Customer is responsible for all applicable Federal, State, and Local Taxes as well as associated Fees.

This quote is valid **30 days** unless extended in writing.

**NOTE: See provided sales agreement for additional information**

This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute and agreement to this proposal with signatures and authorizations representatives as of the date set forth by each.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Customer Authorized Signature

\_\_\_\_\_  
Date

Michael Johnson  
Michael A Johnson -TX Manager

9/26/2022  
Date

Suzanne K Johnson  
Suzanne K Johnson-President

9/26/2022  
Date

**AMENDMENT No. 1 to CONTRACT No. FS12-19**  
**For**  
Fire Service Apparatus (All Types)  
**Between**  
**HOUSTON-GALVESTON AREA COUNCIL**  
**And**  
**Alexis Fire Equipment Company**


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through May 31, 2022 Midnight CT.

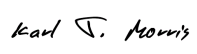
Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,  
Houston, Texas

DocuSigned by:  
  
82EC270D5D61423...  
\_\_\_\_\_  
Chuck Wemple, Executive Director  
Date: 11/15/2021

Signed for: **Alexis Fire Equipment Company**  
Printed Name & Title:

DocuSigned by:  
  
07E03EBFA833479...  
\_\_\_\_\_  
Karl J. Morris President  
Date: 11/10/2021

Item	Quantity	Unit Cost	Total Cost	Location
MDT / Modem		\$ 2,000.00	\$0.00	Have
4-90 degree Flashlight	4	\$ 169.99	\$679.96	
TIC		\$ 6,900.00	\$0.00	Have
Knox Box Key	1		\$0.00	Have
CGI		\$ 599.50	\$0.00	Have
Four Gas		\$ 815.00	\$0.00	Have
Power Inverter	1	\$ 150.00	\$150.00	
Big Easy		\$ 85.00	\$0.00	Have
EMS Bags x2		\$ 450.00	\$0.00	Have
1.75" hose	13	\$ 181.00	\$2,353.00	
2" attack line	9	\$ 192.00	\$1,728.00	
2.5" Red Crosslay 200'	11	\$ 241.00	\$2,651.00	
3" hose apartment lay	8	\$ 255.00	\$2,040.00	
25' Section of 5" Hose	2	\$ 450.00	\$900.00	
50' 5" hose	1	\$ 542.00	\$542.00	
1000' 5" hose	10	\$ 1,120.00	\$11,200.00	
1.5" Double Male		\$ 47.06	\$0.00	Have
1.5" Double Female		\$ 45.44	\$0.00	Have
1.5" Female to 1" Male		\$ 36.49	\$0.00	Have
1.5" Piercing Nozzle		\$ 975.99	\$0.00	Not Required
1.5" shut offs	5	\$ 325.00	\$1,625.00	
5" Storz to 6"Female		\$ 357.35	\$0.00	Have
5" Storz to 6"Male		\$ 293.56	\$0.00	Have
6" Double Female		\$ 304.65	\$0.00	Have
4.5" to 5" Storz		\$ 300.04	\$0.00	Have
5" Storz to 4" Female		\$ 225.35	\$0.00	Have
5" Storz to 2.5" Male		\$ 228.90	\$0.00	Have
5" Storz to 2.5" Female		\$ 233.92	\$0.00	Have
2.5" Female to 1.5" Male		\$ 61.18	\$0.00	Have
2.5" Male to 1.5" Female		\$ 36.73	\$0.00	Have
2.5" Gated Wye to 1.5"	2	\$ 1,364.25	\$2,728.50	
2.5" Double Female		\$ 98.82	\$0.00	Have
2.5" Double Male		\$ 54.12	\$0.00	Have
2.5" to GHT		\$ 57.76	\$0.00	Have
2.5" shut offs	2	\$ 410.00	\$820.00	
2.5" fog tip	1	\$ 385.00	\$385.00	
15/16 tips	2	\$ 135.00	\$270.00	
fog tips	4	\$ 365.00	\$1,460.00	
1 1/6" tips	2	\$ 129.95	\$259.90	
5" Storz to 2.5" Female		\$ 233.92	\$0.00	Have
Gate valve- water thief	1	\$ 453.75	\$453.75	
Elkhart Brass Rapid attack nozzle tip	1	\$ 582.58	\$582.58	
Elkhart Brass RAM XD Monitor	1	\$ 2,783.28	\$2,783.28	
Stack tips	2	\$ 162.00	\$324.00	



Forestry nozzles	2	\$ 272.25	\$544.50	
Spanner and hydrant wrench with holder	3	\$ 155.99	\$467.97	
LDH Spanner Wrenches with mount	3	\$ 136.99	\$410.97	
LDH spanners	2	\$ 24.59	\$49.18	
Spanners	2	\$ 26.59	\$53.18	
mallet	2	\$ 24.59	\$49.18	
Hose clamp	1	\$ 489.99	\$489.99	
Flat Head Ax	1	\$ 71.39	\$71.39	
Halligan	2	\$ 325.59	\$651.18	
Sledge Hammer - 10-LB	1	\$ 56.59	\$56.59	
Sheetrock Puller	1	\$ 110.00	\$110.00	
K Tool	1	\$ 188.59	\$188.59	
Pick Head Ax	1	\$ 74.99	\$74.99	
the pig fire tool	1	\$ 231.59	\$231.59	
Large Bolt Cutter	1	\$ 75.39	\$75.39	
Closet Hook	1	\$ 79.59	\$79.59	
Pry Bar		\$ 40.99	\$0.00	Have
10' Pike Pole	1	\$ 96.59	\$96.59	
6' Trash Hook		\$ 158.59	\$0.00	Have
8' Pike Pole	1	\$ 101.90	\$101.90	
6' NY Hook	2	\$ 154.59	\$309.18	
Scoop Shovels	1	\$ 44.98	\$44.98	
Glass Master	1	\$ 183.59	\$183.59	
Hydraulic Cutter	1	\$ 10,405.00	\$10,405.00	
Hydraulic Spreader	1	\$ 11,220.00	\$11,220.00	
50" Hydraulic Ram	1	\$ 8,330.00	\$8,330.00	
Milwaukee saws all 18v	1	\$ 249.00	\$249.00	
Rescue tool tilt mount (or spindle)	1	\$ 3,500.00	\$3,500.00	
step chocks	1	\$ 150.00	\$150.00	
Traffic Cones	5	\$ 22.99	\$114.95	
stream light scene lights	2	\$ 750.00	\$1,500.00	
Blow hard electric fan	1	\$ 3,895.00	\$3,895.00	
Dry Chem Extinguisher		\$ 179.00	\$0.00	Have
CO2 Extinguisher		\$ 274.00	\$0.00	Have
Water Extinguisher		\$ 174.95	\$0.00	Have
Vent Saw		\$ 1,089.99	\$0.00	Have
K-12		\$ 1,525.00	\$0.00	Have
200' Utility Rope bag	1	\$ 32.99	\$32.99	
Tool Bag with tools (aprox)	1	\$ 200.00	\$200.00	
Water Cooler	1	\$ 27.99	\$27.99	
Hydrant Bag	1	\$ 113.45	\$113.45	
Hydrant Bar	1	\$ 56.99	\$56.99	
Little Giant Ladder	1	\$ 279.00	\$279.00	
RIT Pack		\$ 4,322.95	\$0.00	Strike
10' Attic Ladder		\$ 250.99	\$0.00	Alexis
24' Extension Ladder		\$ 744.59	\$0.00	Alexis
14' Roof Ladder		\$ 348.39	\$0.00	Alexis

Redline 3-50' sections		\$ 373.18	\$0.00	Alexis
SCBA scott X3 pro		\$ 10,715.00	\$0.00	Scott
Spare Cylinder 45 Minute		\$ 1,741.53	\$0.00	Engine 3
45 Minute Cylinders for SCBA's		\$ 1,741.53	\$0.00	Engine 3
Cylinder 60 Minute		\$ 1,976.07	\$0.00	Engine 3
			<b>\$ 78,350.86</b>	

What we have to spend on upfit \$65,829.00

1

1

1

1

1

1

2

2

2

2

1

1

1

2

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2

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2

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1

Items total

Adaptors
\$ 5,789.75
Extrication tools
\$ 34,253.00
fire Hose
\$ 16,809.71
SCBA's
\$ 42,860.00
RIT Pack 3
\$ 4,322.95
45min Cylinders
\$ 17,415.30
60min cylinder
\$ 1,976.07
Thermal Imager
\$ 6,900.00
\$ 130,326.78

1

1

1

1

1

1

1

All Hose	<u>\$21,414.00</u>
	\$ 56,936.86

E-Tools	<u>\$29,955.00</u>
	\$ 48,395.86

Item	Quantity	Unit Cost	Total Cost	Location
4-90 degree Flashlight	4	\$ 169.99	\$679.96	
Power Inverter	1	\$ 150.00	\$150.00	
1.5" shut offs	5	\$ 325.00	\$1,625.00	
2.5" Gated Wye to 1.5"	2	\$ 1,364.25	\$2,728.50	
2.5" shut offs	2	\$ 410.00	\$820.00	
2.5" fog tip	1	\$ 385.00	\$385.00	
15/16 tips	2	\$ 135.00	\$270.00	
fog tips	4	\$ 365.00	\$1,460.00	
1 1/6" tips	2	\$ 129.95	\$259.90	
Gate valve- water thief	1	\$ 453.75	\$453.75	
Elkhart Brass Rapid attack nozzle tip	1	\$ 582.58	\$582.58	
Elkhart Brass RAM XD Monitor	1	\$ 2,783.28	\$2,783.28	
Stack tips	2	\$ 162.00	\$324.00	
Forestry nozzles	2	\$ 272.25	\$544.50	
Spanner and hydrant wrench with holder	3	\$ 155.99	\$467.97	
LDH Spanner Wrenches with mount	3	\$ 136.99	\$410.97	
LDH spanners	2	\$ 24.59	\$49.18	
Spanners	2	\$ 26.59	\$53.18	
mallet	2	\$ 24.59	\$49.18	
Hose clamp	1	\$ 489.99	\$489.99	
Flat Head Ax	1	\$ 71.39	\$71.39	
Halligan	2	\$ 325.59	\$651.18	
Sledge Hammer - 10-LB	1	\$ 56.59	\$56.59	
Sheetrock Puller	1	\$ 110.00	\$110.00	
K Tool	1	\$ 188.59	\$188.59	
Pick Head Ax	1	\$ 74.99	\$74.99	
the pig fire tool	1	\$ 231.59	\$231.59	
Large Bolt Cutter	1	\$ 75.39	\$75.39	
Closet Hook	1	\$ 79.59	\$79.59	
10' Pike Pole	1	\$ 96.59	\$96.59	
8' Pike Pole	1	\$ 101.90	\$101.90	
6' NY Hook	2	\$ 154.59	\$309.18	
Scoop Shovels	1	\$ 44.98	\$44.98	
Glass Master	1	\$ 183.59	\$183.59	
Hydraulic Cutter	1	\$ 10,405.00	\$10,405.00	
Hydraulic Spreader	1	\$ 11,220.00	\$11,220.00	
50" Hydraulic Ram	1	\$ 8,330.00	\$8,330.00	
Milwaukee saws all 18v	1	\$ 249.00	\$249.00	
Rescue tool tilt mount (or spindle)	1	\$ 3,500.00	\$3,500.00	
step chocks	1	\$ 150.00	\$150.00	
Traffic Cones	5	\$ 22.99	\$114.95	
200' Utility Rope bag	1	\$ 32.99	\$32.99	
Tool Bag with tools (aprox)	1	\$ 200.00	\$200.00	
Water Cooler	1	\$ 27.99	\$27.99	

Hydrant Bag	1	\$ 113.45	\$113.45	
Hydrant Bar	2	\$ 56.99	\$113.98	
Little Giant Ladder	1	\$ 279.00	\$279.00	
1.75" hose	6	\$ 181.00	\$1,086.00	
2" attack line	9	\$ 192.00	\$1,728.00	
2.5" Red Crosslay 200'	5	\$ 241.00	\$1,205.00	
3" hose apartment lay	8	\$ 255.00	\$2,040.00	
25' Section of 5" Hose	2	\$ 450.00	\$900.00	
50' 5" hose	1	\$ 542.00	\$542.00	
1000' 5" hose	6	\$ 1,120.00	\$6,720.00	
		<b>TOTAL</b>	<b>\$65,819.85</b>	

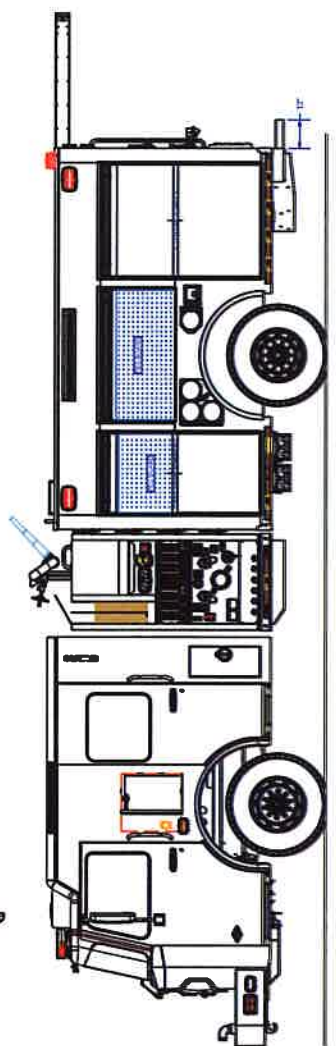
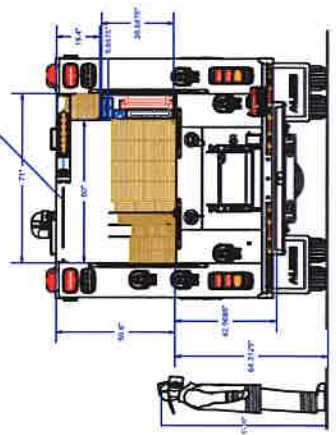
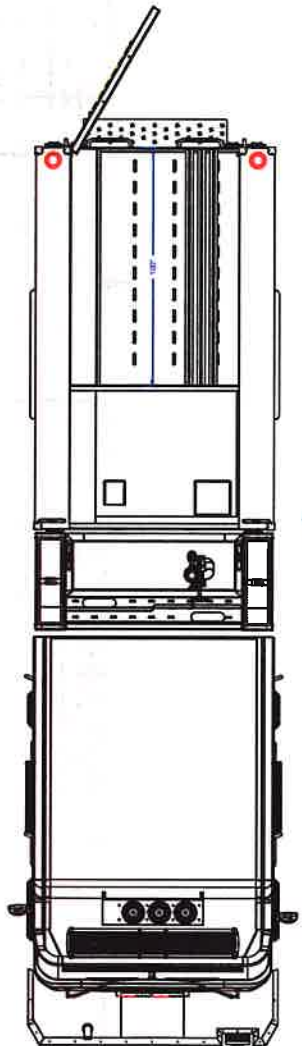
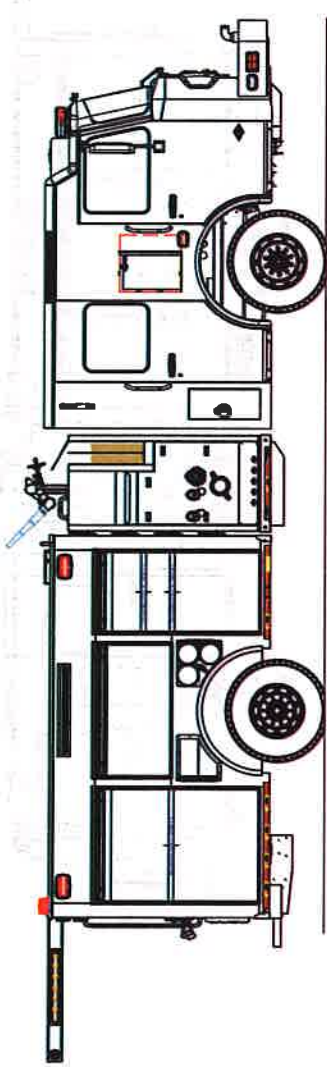
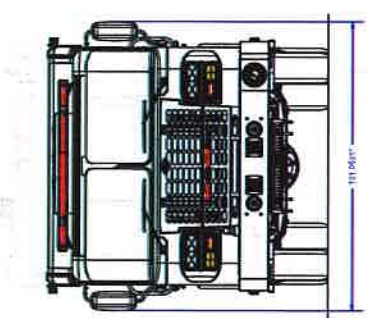
What we have to spend on upfit: \$65,829.00





TOMBALL-0001

IN THE EVENT THERE ARE DISCREPANCIES BETWEEN THE DRAWING AND THE SPECIFICATIONS THE SPECIFICATIONS SHALL PREVAIL



**ALEXIS** FIRE EQUIPMENT CO.  
 11000 DORTCH ROAD, SUITE 100, HOUSTON, TEXAS 77060  
 (281) 416-1100  
 WWW.ALEXISFIRE.COM

**SIDE CONTROL PUMPER**  
 TOMBALL FIRE DEPARTMENT  
 TOMBALL, TX

DATE: 7/20/22  
 DRAWN BY: J. HENNING  
 CHECKED BY: 7/20/22  
 SCALE: 1/2\"/>

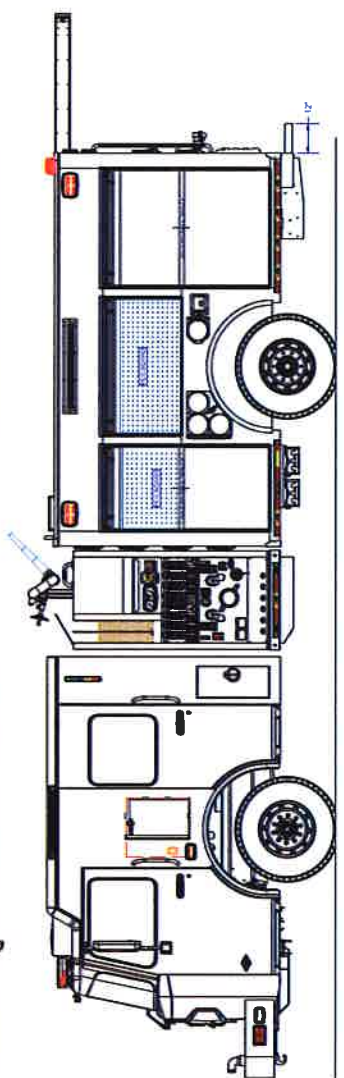
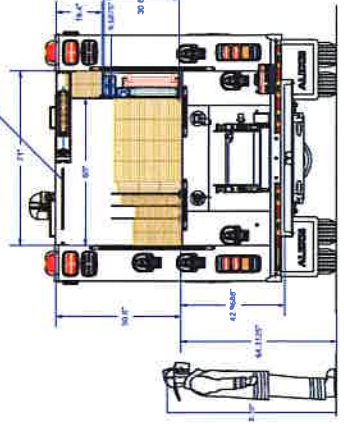
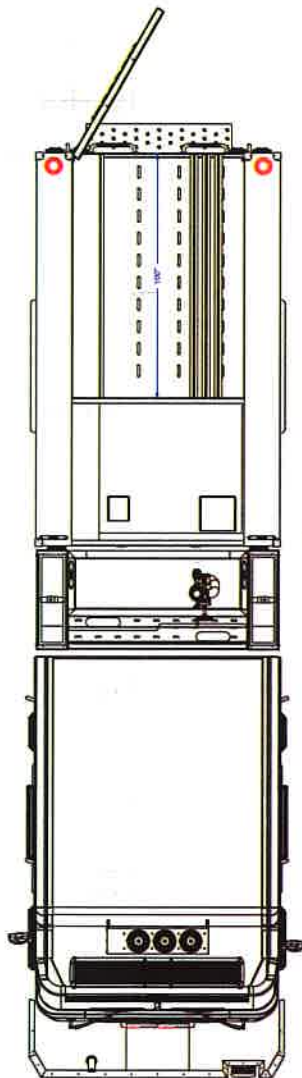
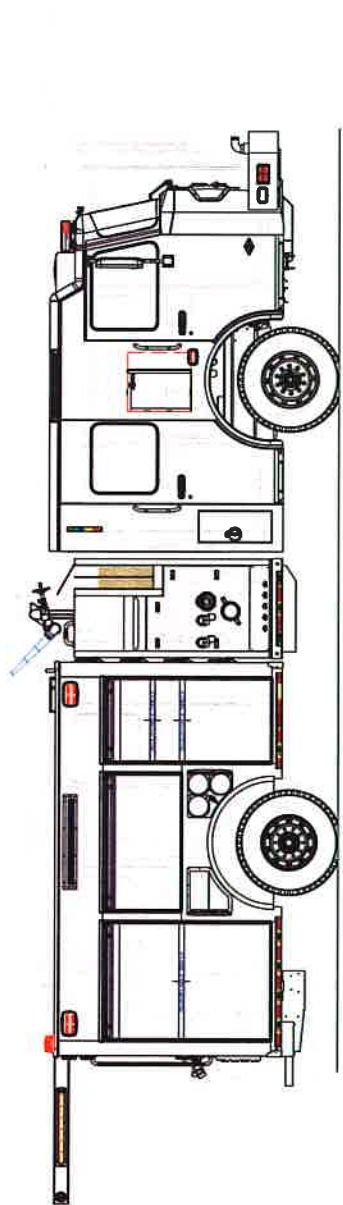
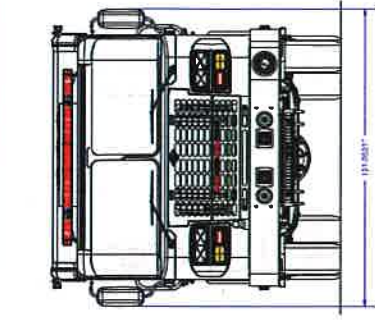
**COMPARTMENT DIMENSIONS**

COMP #	DOOR OPENING SIZES
1 & 2	33" WIDE X 58" HIGH X 14" DEEP
3 & 4	54" WIDE X 27" HIGH X 14" DEEP
5 & 6	40" WIDE X 27" HIGH X 14" DEEP
7	47" WIDE X 27" HIGH X 22" DEEP

COMP #	APPROXIMATE TYPE
1 & 2	33" WIDE X 58" HIGH X 14" DEEP
3 & 4	54" WIDE X 27" HIGH X 14" DEEP
5 & 6	40" WIDE X 27" HIGH X 14" DEEP
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3 & 4	54" WIDE X 27" HIGH X 14" DEEP
5 & 6	40" WIDE X 27" HIGH X 14" DEEP
7	47" WIDE X 27" HIGH X 22" DEEP





COMPARTMENT DIMENSIONS		DOOR OPENING SIZES	
COMP #	DOOR OPENING SIZES	COMP #	DOOR OPENING SIZES
L1 & R1	37" WIDE X 64" HIGH X 17.75" DEEP	L1 & R1	37" WIDE X 64" HIGH X 17.75" DEEP
L2 & R2	54" WIDE X 27" HIGH X 17" DEEP	L2 & R2	54" WIDE X 27" HIGH X 17" DEEP
L3 & R3	38" WIDE X 64" HIGH X 17.75" DEEP	L3 & R3	38" WIDE X 64" HIGH X 17.75" DEEP
REAR	47" WIDE X 25" HIGH X 24" DEEP	REAR	47" WIDE X 25" HIGH X 24" DEEP

Model	78022
Manufacturer	J. HENNING
Contract #	P-AA22
Sheet	2 of 2

Manufacturer	J. HENNING
Model	78022
Contract #	P-AA22
Sheet	2 of 2

**ALEXIS** FIRE EQUIPMENT CO.  
 P.O. BOX 548 ALEXIS, BLISSWOOD #140  
 TOMBALL, TX 77462  
 TEL: 281-291-1100  
 FAX: 281-291-1101  
 WWW.ALEXISFIRE.COM

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# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Alexis Fire Equipment Company - Public Services - - 19-01268

## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Alexis Fire Equipment Company, hereinafter referred to as the Contractor, having its principal place of business at 109 East Broadway, Alexis, IL 61412.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

### ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

### ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

**ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins Dec 01 2019 and ends Nov 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

**ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

**ARTICLE 8: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

**ARTICLE 9: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 11: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 12: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

#### **ARTICLE 13: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 14: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

#### **ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

##### *A. Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

##### *B. Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

**ARTICLE 16: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**ARTICLE 17: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 18: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

**ARTICLE 19: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

#### **ARTICLE 21: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

#### **ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to



END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

**ARTICLE 23: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

**ARTICLE 24: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 25: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

**ARTICLE 26: CHOICE OF LAW: VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

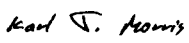
**ARTICLE 27: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**Alexis Fire Equipment Company**


Signature   
07E03EBFA833479...

Name Karl J. Morris

Title President

Date 11/6/2019

**H-GAC** DocuSigned by:

Signature   
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/25/2019

# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Alexis Fire Equipment Company - Public Services -

19-01268

## SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

### ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

### ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

***EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify H-GAC of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

**Contractor** shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

**Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

#### **ARTICLE 10: CHANGE OF STATUS**

**Contractor** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

#### **ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING**

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

**Attachment A**  
**Alexis Fire Equipment Company**  
**Fire Service Apparatus (All Types)**  
**Contract No. FS12-19**

<b>A. Alexis</b>		
<b>**These units can only be sold outside Texas**</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
FS19AA01	Spartan, 4-Door Custom Full Tilt Aluminum Cab Single axle, 75' rear mount aerial, stainless steel body, 300 gallons, side stack hose bed, single stage 1500 gpm pump mid mounted	\$788,668.00
FS19AA02	Spartan, 4-Door Custom Full Tilt Aluminum Cab Tandem axle, 110' rear mount aerial with stainless steel body, 300 gallons of water, side stack hose bed, single stage 1500 gpm pump mid mounted	\$1,006,100.00
FS19AA03	Spartan, 4-Door Custom Full Tilt Aluminum Cab Tandem axle, rear mount 100' platform, stainless steel body, 300 gallons of water, hose bed, single stage 1500 gpm pump mid mounted	\$1,044,734.00
FS19AA04	Spartan, 4-Door Custom Full Tilt Aluminum Cab Tandem axle, mid-mount 100' platform, stainless steel body, 300 gallons of water, hose bed, single stage 1500 gpm pump mid mounted	\$1,229,307.00
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
FS19AB01	Ford F550 4x4, aluminum flatbed body, portable pump, 300 gallons of water	\$127,956.00
FS19AB02	Ford F550, 4x4 2-door, stainless steel Body, Rescue Unit with Skid	\$160,988.00
FS19AB03	Ford F600 4x4, aluminum flatbed body, portable pump, 300 gallons of water	\$132,956.00
FS19AB04	Ford F600, 4x4 2-door, stainless steel Body, Rescue Unit with Skid	\$165,988.00
<b>C. Pumper Fire Apparatus</b>		
FS19AC01	Freightliner, 2-Door, Commercial Cab, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$296,309.00
FS19AC02	International 2-Door, Commercial Cab, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$300,861.00
FS19AC03	Spartan, 4-Door Custom Full Tilt Aluminum Cab, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$431,432.00
FS19AC04	Ford F-550 4x4 Mini Pumper 1250 gpm, 300 tank	\$206,843.00
FS19AC05	Ford F-600 4x4 Mini Pumper 1250 gpm, 300 tank	\$211,843.00
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
FS19AD01	Ford F550, 4x4 2-door, stainless steel Body, Non Walk-in Rescue Unit	\$142,002.00
FS19AD02	Ford F550, 4x4 2-door, stainless steel Body, Walk-in Rescue Unit	\$215,879.00
FS19AD03	Ford F600, 4x4 2-door, stainless steel Body, Non Walk-in Rescue Unit	\$147,002.00
FS19AD04	Ford F600, 4x4 2-door, stainless steel Body, Walk-in Rescue Unit	\$220,879.00
FS19AD05	Ford F750, 2-door, stainless steel Body, Non Walk-in Rescue Unit	\$153,053.00
FS19AD06	BB10	\$226,322.00
FS19AD07	Freightliner, 2-door, stainless steel body, Heavy Duty Non Walk-in Rescue Unit	\$240,760.00
FS19AD08	Freightliner, 2-door, Stainless Steel Body, Heavy Duty Walk-In Rescue Unit	\$256,599.00
FS19AD09	International, 2-door, stainless steel body Heavy Duty Non Walk-in Rescue Unit	\$245,312.00
FS19AD10	International, 2-door, Stainless Steel Body, Heavy Duty Walk-In Rescue Unit	\$261,151.00

<b>FS19AD11</b>	Spartan, 4-Door Custom Full Tilt Aluminum Cab, Stainless Steel Body, Heavy Duty Non Walk-in Rescue Vehicle	\$373,650.00
<b>FS19AD12</b>	Spartan, 4-Door Custom Full Tilt Aluminum Cab, Stainless Steel Body, Heavy Duty Walk-in Rescue Vehicle	\$390,411.00
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19AE01</b>	Freightliner, 2-Door Commercial Cab, Pumper/Tanker, Stainless Steel Body, 2000 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	\$294,957.00
<b>FS19AE02</b>	Freightliner, 2-Door, Commercial Cab, Pumper/Tanker, Stainless Steel Body, 3000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	\$307,807.00
<b>FS19AE03</b>	International 2-Door Commercial Cab, Pumper/Tanker, Stainless Steel Body, 2000 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	\$299,509.00
<b>FS19AE04</b>	International, 2-Door, Commercial Cab, Pumper/Tanker, Stainless Steel Body, 3000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	\$312,656.00
<b>FS19AE05</b>	Spartan, 4-Door Custom Full Tilt Aluminum Cab Pumper/Tanker, Stainless Steel Body, 2000 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	\$423,058.00
<b>FS19AE06</b>	Spartan, 4-Door Custom Full Tilt Aluminum Cab Pumper/Tanker, Stainless Steel Body, 3000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	\$448,210.00