

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



**Monday, February 02, 2026  
5:00 P.M.**

**Notice is hereby given of a Workshop and Regular meetings of the Tomball City Council, to be held on Monday, February 02, 2026 at 5:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.**

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): **+1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 838 6774 1606 Passcode: 628736.** The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- C. General Discussion
  - 1. Tomball Economic Development Corporation activity update.
  - 2. Capital Improvement Projects Quarterly update for the period ending December 31, 2025.
- D. Proposed Future Agenda Items *[The following items are provided for informational purposes for City Council and public review. Any item may be pulled for separate discussion at Council's request.]*

1. Workshop Discussion Only – Approve a services agreement renewal with Water Utility Services, Inc. for water sampling and laboratory services for a total not-to-exceed amount of \$195,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 Budget.
  2. Workshop Discussion Only – Approve a contract with The Winstead House LLC (DBA iDig Katy) for the construction of drainage improvements for North Star Estates Erosion Repairs near Bearing Star Lane (Project No. 2025-10018), for a not-to-exceed amount of \$200,420 (Bid No. 2026-02), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2025-2026 Budget as part of the 2026-2030 Capital Improvement Plan.
- E. Recess/Reconvene at 6:00 p.m.
- F. Invocation led by Pastor James Clark, Church of the Shepherd
- G. Pledges to U.S. and Texas Flags
- H. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- I. Presentations
1. Presentation of Proclamation
- J. Reports and Announcements
1. Announcements
- I.** **Upcoming events:**
- February 12, 2026 – Kaffeeklatsch from 8:30 – 10:00 a.m. at Tomball Community Center
  - February 24, 2026 – Sam Houston Trail Riders from noon – 2 p.m. at Tomball Depot Plaza
  - March 14, 2026 – 2<sup>nd</sup> Saturday at the Depot from 5:00 – 9:00 p.m. at Tomball Depot Plaza

2. Reports by City staff and members of council about items of community interest on which no action will be taken:
- K. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*
1. Approve Minutes of January 19, 2026 Workshop/Regular City Council meeting.
  2. Approve a services agreement renewal with Sprint Waste of Texas, LP DBA GFL Environmental for sludge hauling and disposal for Fiscal Year 2026, for a not-to-exceed amount of \$175,000 (Bid No. 2024-06), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 budget.
  3. Approve the expenditure of greater than \$100,000 with Waypoint Solutions for hardware, software support renewals, and consulting services, not-to-exceed amount of \$220,000, approve the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase. These expenditures are included in the FY 2025-2026 budget.
- L. New Business
1. Approve, on First Reading, Resolution No. 2026-10-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and the City of Tomball to make direct incentives to, or expenditures for, property acquisition for the future development of a public safety complex, to be located at or near 810 W Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$2,300,000.00.
  2. Approve, on First Reading, Resolution No. 2026-11-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Old Town Façade Improvement Grant by and between the Corporation and Tomball Group, LLC to make direct incentives to, or expenditures for, building improvements for new or expanded business enterprise to be located at 209 Market

Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$50,000.00.

3. Approve, on First Reading, Resolution No. 2026-12-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Old Town Façade Improvement Grant by and between the Corporation and Tomball Social Haus to make direct incentives to, or expenditures for, building improvements for new or expanded business enterprise to be located at 209 Fannin Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$26,507.50.
4. Consider approval of Resolution 2026-13, a Resolution of the City of Tomball, Texas, supporting the application of RBM Living, LLC, and Meridien Development Group (or their affiliates) to the Texas Department of Housing and Community Affairs (TDHCA) for 2026 competitive 9% housing tax credits; expressly acknowledging that the City has more than twice the state average of units per capita supported by housing tax credits and authorizing the development pursuant to Texas Government Code §2306.6703(a)(4); specifically allowing construction within one linear mile of a previously funded development pursuant to 10 Texas Administrative Code (TAC) §11.3(d); and committing to provide a reduced fee or contribution of at least \$500.00.
5. Consideration of and Action on two appointments to the Tomball Regional Health Foundation (TRHF) Board of Directors for three-year terms beginning January 1, 2026.
6. First and Final Reading – Consideration of and action on Ordinance No. 2026-06, an Ordinance of the City of Tomball, Texas calling a general election to be held on May 2, 2026, for the purpose of electing city officers to Council Member Position 1 and Council Member Position 5; designating the polling places and appointing election officials for such election; providing for ballots; designating the time and place for holding such elections; providing for notices; providing for publication; providing for severability; and, providing an effective date.
7. Approve a Professional Services Agreement Addendum with AIG Technical Services, LLC for Project Number 2025-10015, M121W Channel Segment C, for a total addendum amount of \$75,900 (contract total not-to-exceed \$150,885), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the adopted Fiscal Year 2026-2031 Capital Improvement Projects Plan and is included in the Fiscal Year 2025-2026 Capital Improvement Budget.



8. Approve a Professional Services Agreement with Engineered Utility Solutions, Inc. for Project Number 2026-10001, City Gas Gate 4, for a total contract amount not-to-exceed \$145,445, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the adopted 2026-2031 Capital Improvement Plan.
9. 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. 551.072 – Deliberations regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
  - Sec. 551-076 – Deliberation regarding Security Devices.

M. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 27th day of January 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

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Thomas Harris III, TRMC  
City Secretary

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: February 2, 2026

**Topic:**

Tomball Economic Development Corporation activity update.

**Background:**

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

**Recommendation:**

Discussion item only; no action required.

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed	<u>Kelly Violette</u>	Approved by	_____
	Executive Director-TEDC		City Manager
	Date		Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: February 2, 2026

**Topic:**

Capital Improvement Projects Quarterly update for the period ending December 31, 2025.

**Background:**

**Origination:** Project Management

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: February 2, 2026

#### Topic:

Workshop Discussion Only – Approve a services agreement renewal with Water Utility Services, Inc. for water sampling and laboratory services for a total not-to-exceed amount of \$195,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 Budget.

#### Background:

Water Utility Services, Inc. is a Spring-based lab specializing in sampling and analysis of drinking water and provides proprietary blends of chemicals used in the water and wastewater treatment process. Water Utility Services performs sampling and analysis required by the Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) for the City of Tomball's drinking water and distribution system and groundwater treatment plants to remain within EPA and TCEQ compliance. Water Utility Services also provides proprietary blends of chemicals needed in the treatment process for the City of Tomball's groundwater treatment (polyphosphate) and wastewater treatment (magnesium hydroxide).

The original services agreement was executed in June 2023 with four additional one-year renewals, staff is requesting to exercise the option to utilize the third renewal term. Based on the City's adopted Procurement Policy, staff is requesting a services agreement renewal with Water Utility Services, Inc. to perform the required water sampling and lab analysis and provide the necessary water and wastewater treatment chemicals for a not-to-exceed amount of \$195,000. Water Utility Services is requesting to increase the rates for chemicals based on current purchase pricing.

Description	Current Cost (FY 2025 – FY 2026)	Proposed Cost (FY 2026 – FY 2027)	Estimated Annual Cost
Aquamag	\$12.00	\$12.75	\$115,000.00
Calcium Hypochlorite	\$295.00	\$310.00	\$65,000.00
Sampling	Based on quantity	Based on quantity	\$15,000.00
<b>Total Estimated Contract: \$175,000</b>			

This procurement is exempt from the competitive bidding requirements under Local Government Code 252.022(2) which does not require procurement for services or chemicals that preserve or protect the public health or safety of a municipality's residents.

**Origination:** Project Management

#### Recommendation:

Staff recommends approving a services agreement renewal with Water Utility Services, Inc. to perform the required water sampling and lab analysis and provide the necessary water and wastewater treatment chemicals for a not-to-exceed amount of \$195,000.

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: #600-613-6361  
#600-613-6110  
#600-614-6110

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

**Signed:** Meagan Mageo **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

**CITY OF TOMBALL  
SERVICES AGREEMENT RENEWAL**

**THE STATE OF TEXAS** §

**COUNTY OF HARRIS** §

**Description of Services: Chemical Products and Bacteriological Sampling & Analysis**

This Renewal is made and entered into by the **City of Tomball** (referred to as the "City"), with an office at 501 James Street, Tomball, TX and, **Water Utility Services, Inc.** (the "Company"), with an office at **21615 Rhodes Rd, Spring, Texas 77388**. City hereby engages the services of Company as an independent contract for meter reading services, upon the following terms and conditions.

**1. SCOPE OF AGREEMENT RENEWAL**

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

**2. TERM OF AGREEMENT RENEWAL; TERMINATION**

- 2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **February 14, 2026 through February 13, 2027**, with One (1) additional one-year renewal option remaining. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. *Either party may terminate this Agreement for any reason with Thirty days (30) written notice to the other party.*
- 2.2. The City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

**3. ENTIRE AGREEMENT RENEWAL**

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

**4. ASSIGNMENT**

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

## 5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed \$195,000.

## 6. IDEMNITY

### 6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

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

### 6.2. Indemnity

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

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

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



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

**THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.**

**THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.**

## **7. INSURANCE**

### **7.1. AMOUNTS OF INSURANCE**

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

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

- (b) Commercial (Public) Liability, including but not limited to:
- a. Premises/ Operations Combined Single Limit
  - b. Independent Contractors
  - c. Personal Injury
  - d. Products/Completed Operations
  - e. Contractual Liability (insuring above indemnity provisions)

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

- (c) Comprehensive Automobile Liability, in include coverage for:
- a. Owned/Leased Automobiles
  - b. Non-owned Automobiles
  - c. Hired Cars

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

### **7.2. OTHER INSURANCE REQUIREMENTS**

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

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

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

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

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

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

#### 8. PAYMENT AND PERFORMANCE

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

#### 9. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

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

#### 10. COMPANY CERTIFICATIONS

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

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

#### 11. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

#### 12. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

P.O. Box 2628  
Spring, TX 77383

13. CONTRACT ADMINISTRATOR

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

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

AGREED to and ACCPETED this 21 day of January, 2026.

Water Util. Services, Inc.  
Company

[Signature]  
Signature

Steve Grychke  
Print Name

President  
Title

AGREED to and ACCPETED this \_\_\_\_ day of \_\_\_\_\_, 2026.

City of Tomball

David Esquivel, PE  
City Manager

**Attest:**

Thomas Harris III  
City Secretary

# Water Utility Services, Inc.

P.O. Box 2628  
Spring, Texas 77383  
281-290-0704

## City of Tomball

Chemical	2025 Cost/gallon	2026 Cost/gallon (NTE)
Aquamag 9100	\$12.00	\$12.75
Thioguard	\$5.20	\$5.25
Chemical	Cost/unit	Cost/unit
Calcium Hypochlorite 100 lb	\$295.00	\$310.00

Exhibit A

# Water Utility Services, Inc.

P.O. Box 2628  
Spring, Texas 77383  
281-290-0704

## Bacteriological Sampling & Analysis 2026 Pricing

**Routine:**

Quantity	Price \$
1	75.00
2	100.00
3	125.00
4	150.00
5	175.00
6	250.00
7	275.00
8	300.00
9	325.00
10	350.00
11	425.00
12	450.00
13	475.00
14	500.00
15	525.00
20	770.00
25	1000.00

**Specials:**

Quantity	Price \$ Each
1*	76.00
Additional Fees	Price
Same Day Rush**	100.00
16hr Rush**	150.00
After-Hours Fee***	200.00
Holiday Fee***	300.00

## Nitrification Sampling & Analysis

Price \$ Each
110.00

**Routine Samples Note:**

Sample quantities are based per trip, should a system require 6 samples on the same day each sample will be \$36.00 each.

**Specials Sample Note:**

\* Pricing is for first initial sample each additional sample is \$70.00 per sample.

\*\* Same-day rush service is an additional \$100.00. A 16-hour rush service is an additional \$150.00

\*\*\* Any results requiring weekend or holiday notification will be charged at the appropriate rate on a daily basis.

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: February 2, 2026

#### Topic:

Workshop Discussion Only – Approve a contract with The Winstead House LLC (DBA iDig Katy) for the construction of drainage improvements for North Star Estates Erosion Repairs near Bearing Star Lane (Project No. 2025-10018), for a not-to-exceed amount of \$200,420 (Bid No. 2026-02), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2025-2026 Budget as part of the 2026-2030 Capital Improvement Plan.

#### Background:

In 2020, the City completed a drainage improvement project in North Star Estates on Rigel Court that included the construction of a retaining wall and drainage channel stabilization to aid with erosion along the drainage channel. In November 2023, staff was made aware that erosion issues were occurring adjacent to the site where the retaining wall was constructed. Staff began working with Freese & Nichols, the original design consultant, to conduct a site investigation. The site investigation included observing and documenting existing conditions and comparing what was designed versus what was constructed to determine the cause and solution. The determination concluded that non select materials were placed during backfill. These materials will be removed, and the correct material will be properly installed during construction.

Freese & Nichols completed the design of the project, identified as North Star Estates Drainage Improvement Phase II, to include removing sub-optimal fill and replacing it with acceptable fill, keying/benching and compacting imported selected fill, and flattening the slope to a more gradual slope and armor with rock riprap. This project was completed in April 2025. Following completion design for the next segment of the drainage channel, near Bearing Star Lane, commenced in August 2025.

To obtain the most favorable pricing and in accordance with the City's Procurement Policy, sealed bids were solicited for the completion of the construction, with information available online through CivCast or in person at the Freese & Nichols, Inc. office. A total of 11 bids were received, and after a thorough review it was determined that iDig Katy was the lowest responsive bidder for a total of \$200,420. Below is a breakdown of the current funding allocated for the project.

North Star Estates Erosion Repairs – Bearing Star Lane		
Budget Breakdown		
Element	Budgeted Amount	Contract Amount
Engineering	\$48,337.00	\$48,337.00
Construction	\$145,000.00	\$200,420.00
<b>Total Funding</b>	<b>\$193,337.00</b>	
<b>Additional Funding (Unobligated Capital Funds)</b>	<b>\$55,420.00</b>	
<b>Remaining Funding</b>	<b>\$0</b>	

**Origination:** Project Management



**Recommendation:**

Staff recommends awarding a contract to The Winstead House LLC (DBA iDig Katy) for the construction of drainage improvements for North Star Estates – Bearing Star Lane for an amount not-to-exceed \$200,420.

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

**FUNDING (IF APPLICABLE)**

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

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: #400-154-6409

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

**Signed:** Meagan Mageo **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

January 22, 2026

Meagan Mageo  
Project Manager  
City of Tomball, Texas  
501 James Street  
Tomball, TX 77375

Re: City of Tomball, Texas (City) – North Star Estates Erosion Repairs near Bearing Star Lane Project  
**Recommendation for Award of Contract**

Meagan:

Freese and Nichols, Inc. (FNI) has completed its evaluation of the bids received on January 15, 2026, for the above-referenced Project. A total of eleven (11) bids were received electronically via CivCast.

Review of the bids received indicates that the offer of The Winstead House LLC DBA iDig Katy (iDig Katy, “Recommended Contractor”) appears to provide the best value to the City of Tomball, Texas (City, “COT”). A review of the Recommended Contractor’s Statement of Qualifications and a check of the references provided indicates that the Recommended Contractor meets the qualification requirements specified in the Contract Documents and that the Recommended Contractor’s previous experience on similar projects has been acceptable. It is recommended that the Project be awarded to the Recommended Contractor in the amount of \$200,420.

Attachment 1 to this letter provides the Recommended Contractor’s bid, and Attachment 2 provides the summary of all received bids.

Please contact me at 713-679-1737 or [jeremy.goethals@freese.com](mailto:jeremy.goethals@freese.com) if you have any questions or require additional information regarding this letter.

Sincerely,



Jeremy Goethals, PE  
Engineer-of-Record

cc: Drew Huffman (City); Salwan Alsultan (City); Matt Cartwright, PE (FNI); April Hurry, PE (FNI); Cody Cockroft, PE (FNI)

Attachments

- Attachment 1: Recommended Contractor’s Bid
- Attachment 2: Bid Summary

## APPARENT LOW BIDDERS

### E&P CIP No. 2025-10018 - North Star Estates Erosion Repairs near Bearing Star Lane

ID: 2026-02 (FNI TMB25574)

Bid Summary	
Engineers Estimate	\$360,000.00 - \$380,000.00
Total Bids	11
AMLT \$	\$135,680.00
AMLT %	67.70%
Average Bid	\$467,723.70

	Bidder	BASE BID
1	iDig Katy <i>Submitted: 1/15/2026 1:34:20 PM</i>	\$200,420.00
2	Consta Build, LLC <i>Submitted: 1/15/2026 12:43:29 PM</i>	\$336,100.00
3	Solid Bridge Construction <i>Submitted: 1/15/2026 12:55:34 PM</i>	\$348,610.00
4	MB Western Construction Co. <i>Submitted: 1/15/2026 12:51:42 PM</i>	\$355,758.80
5	Castillo Aranda LLC <i>Submitted: 1/15/2026 10:47:20 AM</i>	\$357,525.00
6	Wilson Building Services, Inc. <i>Submitted: 1/15/2026 12:16:06 PM</i>	\$431,010.00
7	Rebel Contractors, Inc. <i>Submitted: 1/15/2026 11:36:24 AM</i>	\$497,795.88
8	Craig & Heidt <i>Submitted: 1/14/2026 1:13:02 PM</i>	\$537,150.00
9	Kean Construction, LLC <i>Submitted: 1/15/2026 11:39:49 AM</i>	\$549,270.00
10	Petra Construction <i>Submitted: 1/15/2026 7:21:09 AM</i>	\$574,591.00

11	Teamwork Construction Services, Inc. <i>Submitted: 1/15/2026 12:59:39 PM</i>	\$956,730.00
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*Bids opened at: 1/15/2026 2:03:51 PM*

# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** February 2, 2026

**Topic:**

- Presentation of Proclamation

**Background:**

**Origination:** Mayor

**Recommendation:**

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

Shannon Bennett, Assistant City  
Secretary

**FUNDING (IF APPLICABLE)**

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

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

If yes, specify Account Number: # \_\_\_\_\_

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

To account # \_\_\_\_\_

Signed \_\_\_\_\_

Staff Member

Date

Approved by \_\_\_\_\_

City Manager

Date

# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** February 2, 2026

**Topic:**

**Upcoming events:**

- February 12, 2026 – Kaffeeklatsch from 8:30 – 10:00 a.m. at Tomball Community Center
- February 24, 2026 – Sam Houston Trail Riders from noon – 2 p.m. at Tomball Depot Plaza
- March 14, 2026 – 2<sup>nd</sup> Saturday at the Depot from 5:00 – 9:00 p.m. at Tomball Depot Plaza

**Background:**

**Origination:** Marketing Department

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Chrislord Templonuevo, Marketing Director

## **FUNDING (IF APPLICABLE)**

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

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

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

**Signed:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** February 2, 2026

**Topic:**

Approve Minutes of January 19, 2026 Workshop/Regular City Council meeting.

**Background:**

**Origination:** City Secretary Office

**Recommendation:**

Approve Minutes

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

Shannon Bennett, Assistant City  
Secretary

**FUNDING (IF APPLICABLE)**

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

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

If yes, specify Account Number: # \_\_\_\_\_

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

To # \_\_\_\_\_  
account \_\_\_\_\_

Signed \_\_\_\_\_

Staff Member

Date \_\_\_\_\_

Approved by \_\_\_\_\_

City Manager

Date \_\_\_\_\_



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



**Monday, January 19, 2026  
5:00 P.M.**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for January 19, 2026, 5:00 PM, at 401 Market Street, Tomball, Texas 77375.

A. Mayor L. Klein Quinn called the meeting to order at 5:00 P.M.

**PRESENT:**

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

**CITY STAFF PRESENT:**

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

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

- Ben Sedberry, 1511 Joseph Court, Tomball, Texas, expressed concerns regarding traffic in his neighborhood not complying with the posted stop sign and announced his candidacy for City Council, Position 1.
- Melissa Ral, 12403 Pantano, Cypress, Texas, representing the North Harris County Regional Water Authority, attended the meeting for informational purposes and to gain insight for future decision-making by her board.

C. General Discussion

1. Discussion on the Development Policy for Special Financing Districts.

Project Manager Meagan Mageo introduced Johnathan Frels of Bracewell, who provided an overview of the development of Public Improvement District (PID) policies. Ms. Mageo then presented recommended revisions to the PID Policy. (Exhibit A)

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

Attorney Joseph Hays of Olson and Olson provided guidance regarding the appointment of members to the Tomball Regional Health Foundation.

Kevin Reed, Attorney for the Tomball Regional Health Foundation, answered Council's questions via Zoom.

3. Discussion regarding improvements to the Cherry Street public restrooms.

Council 5 Lisa Covington led the discussion regarding improvements to the Cherry Street public restrooms. (Exhibit B)

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

1. No Discussion was held by Council - Approve a Professional Services Agreement with Engineered Utility Solutions, Inc. for Project Number 2026-10001, City Gas Gate 4, for a total contract amount not-to-exceed \$145,445, approve the expenditure

of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the adopted 2026-2031 Capital Improvement Plan.

2. No Discussion was held by Council – Approve a Professional Services Agreement Addendum with AIG Technical Services, LLC for Project Number 2025-10015, M121W Channel Segment C, for a total addendum amount of \$75,900 (contract total not-to-exceed \$150,885), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the adopted Fiscal Year 2026-2031 Capital Improvement Projects Plan and is included in the Fiscal Year 2025-2026 Capital Improvement Budget.
3. No Discussion was held by Council - Discussion to approve the expenditure of greater than \$100,000 with Waypoint Solutions for hardware, software support renewals, and consulting services, not-to-exceed amount of \$220,000, approve the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase. These expenditures are included in the FY 2025-2026 budget.

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

Mayor Klein Quinn recessed the meeting at 6:07 p.m. and reconvened it at 6:20 p.m.

F. Invocation led by Pastor Kevin Bowles, Redeemer Church

G. Pledges to U.S. and Texas Flags led by Former Police Chief Paul Michna

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

- Shelley Michna, 1123 Summit Drive, Tomball Texas, introduced herself as a candidate for Council Position 1.
- Colleen Pye, 411 Fannin, Tomball, Texas, expressed her opinion related to the Public Improvement District's invoices.
- Tammy, 525 School Street, Tomball, Texas, expressed concerns of the eagles in Tomball.

I. Reports and Announcements

1. Announcements

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

City Manager David Esquivel presented plaques to the 2025 Employees of the Year Jeremy Dueitt and Johnny Scheile. Mr. Scheile was not in attendance.

**II. Upcoming events:**

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

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

- Mayor Klein Quinn and City Manager David Esquivel joined the Tomball ISD podcast with Dr. Z to promote the city
- Mayor Klein Quinn joined the Building Texas Podcast Show and highlighted Tomball
- Mayor Klein Quinn attended Harris County Mayors and Councils Association meeting

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

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

Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve New Business Consent Agenda items.

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

Motion carried unanimously.

K. New Business

1. Consideration of and action on Resolution No. 2026-08, a Resolution of the City Council of the City of Tomball, Texas authorizing the submission of Community Project Fund Grant Application in the amount of \$1,015,000 for the purchase of a ladder truck, authorizing the appropriation of funding for local match, and authorizing the City Manager as the Chief Executive Officer and authorized representative to act in all matters pertaining to the City's participation in the Community Project Fund grant.

Motion made by Council 5 Parr, Seconded by Council 4 Covington to approve Resolution No. 2026-08

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

Motion carried unanimously.

2. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
  - Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney's duty requires to be discussed in closed session.
  - Sec. 551.072 – Deliberations regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
  - Executive Session Started 6:44 P.M.
  - Executive Session Ended: 7:44 P.M.

L. Mayor Lori Klein Quinn adjourned the meeting at 7:44 P.M.

PASSED AND APPROVED on this 2<sup>nd</sup> day of February 2026.

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Thomas Harris III, TRMC  
City Secretary

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Lori Klein Quinn  
Mayor

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: February 2, 2026

#### Topic:

Approve a services agreement renewal with Sprint Waste of Texas, LP DBA GFL Environmental for sludge hauling and disposal for Fiscal Year 2026, for a not-to-exceed amount of \$175,000 (Bid No. 2024-06), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 budget.

#### Background:

Sprint Waste was selected in 2024 through a competitive sealed bid process (Bid No. 2024-06), which allowed for interested parties to submit sealed bids for sludge hauling and disposal including mobile belt press and 30-yard roll off, and two bids were received.

The proposed services agreement renewal with Sprint Waste is for fiscal year 2026, beginning February 6, 2026 and expiring February 5, 2027. The original services agreement with Sprint Waste was for a one-year, with five additional one-year renewals. Based on the original services agreement the renewal for FY 2025-2026 will be the second allowable renewal with three additional one-year renewals remaining.

The total annual agreement amount for services will be for a not-to-exceed amount of \$175,000. The services agreement allows for a Consumer Price Index (CPI) increase annually at the time of renewal, Sprint Waste is requesting a 1.6% increase for services provided, and as of December 2025 the CPI for Houston was 1.6% for services according to the U.S. Bureau of Labor Statistics.

Description	Current Cost (FY 2025 – FY 2026)	Proposed Cost (FY 2026 – FY 2027)	Estimated Annual Cost
Sludge Hauling	\$0.0575	\$0.058	\$75,000.00
Sludge Box Haul	\$843.57	\$857.07	\$95,000.00
Contingency	N/A	N/A	\$5,000.00
<b>Total Estimated Contract: \$175,000</b>			

This item authorizes a services agreement renewal with Sprint Waste of Texas, LP DBA GFL Environmental to provide sludge hauling and disposal for Fiscal Year 2026 for a not-to-exceed amount of \$175,000.

**Origination:** Project Management

#### Recommendation:

Staff recommends approving a services agreement with Sprint Waste of Texas, LP DBA GFL Environmental for sludge hauling and disposal for an amount no-to-exceed \$175,000.

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: #600-614-6329

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

Signed	_____	Approved by	_____
	Meagan Mageo		
	Staff Member		City Manager
	Date		Date



**CITY OF TOMBALL  
SERVICES AGREEMENT RENEWAL**

**THE STATE OF TEXAS** §

**COUNTY OF HARRIS** §

**Description of Services: Sludge Hauling & Disposal**

This Renewal is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **Sprint Waste of Texas, LP DBA GFL Environmental** (the “Company”), with an office at **1820 Candle Ridge Park, Houston, TX 77073** City hereby engages the services of Company as an independent contract for Sludge Hauling & Disposal services, upon the following terms and conditions.

**1. SCOPE OF AGREEMENT RENEWAL**

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

**2. TERM OF AGREEMENT RENEWAL; TERMINATION**

- 2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **February 6, 2026 through February 5, 2027, with Three (3) additional one-year renewal options remaining.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with Thirty days (30) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

**3. ENTIRE AGREEMENT RENEWAL**

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

**4. ASSIGNMENT**

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

## 5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed \$175,000.

## 6. IDEMNITY

### 6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

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

### 6.2. Indemnity

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

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

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

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

**THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.**

**THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.**

## **7. INSURANCE**

### **7.1. AMOUNTS OF INSURANCE**

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

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

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

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

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

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

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

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

### **7.2. OTHER INSURANCE REQUIREMENTS**

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

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

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

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

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

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

#### 8. PAYMENT AND PERFORMANCE

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

#### 9. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

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

#### 10. COMPANY CERTIFICATIONS

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

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

#### 11. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

## 12. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

1820 Candle Ridge Park  
Houston, TX 77073

## 13. CONTRACT ADMINISTRATOR

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

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

AGREED to and ACCPETED this 19th day of January, 2026.

GFL of Texas, LP

Company

  
Signature

Shane E Gaston

Print Name

Operations Manager

Title

AGREED to and ACCPETED this \_\_\_\_ day of \_\_\_\_\_, 2026.

City of Tomball

\_\_\_\_\_  
David Esquivel, PE  
City Manager

**Attest:**

\_\_\_\_\_  
Thomas Harris III  
City Secretary

**EXHIBIT A – SCOPE OF WORK**  
**BID 2024-06: SLUDGE HAULING AND DISPOSAL**

The City of Tomball is accepting sealed bids from qualified Contractors to furnish all labor and equipment necessary for the dewatering, hauling and disposal of wastewater treatment plant sludge, as needed, in accordance with all applicable State and Federal regulations. Sludge transportation and disposal must be taken to a permitted solid waste landfill or land application site for sewer sludge and biosolids collected from the City's two (2) Wastewater Treatment Plants:

- North Wastewater Treatment Plant, Permit Number WQ0010616001
  - 615 W. Hufsmith, Tomball, Texas 77375
- South Wastewater Treatment Plant, Permit Number WQ0010616002
  - 12411 Holderrieth, Tomball, Texas 77375

**SCOPE OF WORK**

It is the intention of the City of Tomball to enter into a services agreement with a reliable company to provide the required services in accordance with the Exhibit A – Scope of Work beginning January 18, 2024, and ending January 17, 2025. The City will have the right and option to extend the term for five (5) additional one-year periods with the same terms and conditions. The City of Tomball will also have the option and right to terminate the services agreement upon thirty (30) days written notice.

The City of Tomball employees will request transportation on an as-needed basis. No guarantee is made that a specific quantity of disposal will be made annually. The City reserves the right to make transportation requests as may be required during this agreement period as needed. All quantities are for estimating purposes only so that a unit price can be established for the item bid; actual quantities will vary and are not guaranteed. The estimated quantity is 250 Dry Metric Ton per year.

Sludge disposal must be at a Texas Commission on Environmental Quality (TCEQ) permitted solid waste landfill or a land application site for sewer sludge and biosolids. Solid Waste Disposal Sites must meet TCEQ 30 TAC Chapter 312 & 330 and U.S. EPA 40 CFR Part 503 Sewage Sludge Use and Disposal Regulations.

Below is the full scope of work to be expected of the selected Contractor:

**I. Hauling and Disposal Services**

The services to be furnished in the services agreement will be for the transportation and disposal of dewatered filtered pressed municipal wastewater treatment plant sludge, as required to provide proper treatment of the effluent.

**A. South Wastewater Treatment Plant**

i. 30-yard Roll Off:

1. A 30-yard roll off will be required at the South Wastewater Treatment Plant, with an average of two exchanges weekly.
2. The plant will typically average 1,600 cubic yards of dewatered Class B sludge for disposal annually.
3. Vendor must deliver a new roll off box during swaps so that one (1) roll off always remains at the treatment plant.

ii. Belt Press:

1. The facility may utilize a belt press in an emergency situation.

**B. North Wastewater Treatment Plant**

i. Belt Press:

1. The plant will require the sludge to be dewatered on site utilizing a contractor provided portable belt press. Average liquid sludge has a 2.4% solid content before dewatering.
2. The plant averaged approximately 1.2 million gallons of liquid Class B sludge that was dewatered by a portable belt press and hauled from the plant.
3. The contractor will be required to provide all the chemicals necessary, and all water used will be non-potable.
4. The belt press will be utilized on a schedule to be determined by staff.

**II. Contract Requirements**

- A. Solid Waste Disposal Sites must meet Texas Commission on Environmental Quality (TCEQ) 30 TAC Chapter 312 and 330 and United States Environmental Protection Agency (EPA) 40 CFR Part 503 Sewage Sludge Use and Disposal Regulations or be controlled by land application for sewer sludge and biosolids.
- B. Interested companies are required to have been involved in sludge transportation for a minimum of three (3) years.
- C. Contractor must available to 24-hour on call notice 365 days per year.
- D. Contractor must provide City with normal, weekend and emergency telephone numbers.
- E. Contractor shall perform services on both scheduled and emergency basis to complete the necessary task.
- F. Contractor must be able to schedule a request within two weeks of notification.
- G. Contractor shall provide proof all federal, state, and local permits including U.S. EPA transport number, TCEQ permit number and the County permit number.
- H. Contractor shall provide proof of all licenses and certifications required by Federal and State Regulatory agencies to perform the hauling of dewatered sludge.
- I. Contractor will be responsible for all spillage of product that includes liquids, solids, fuels, and lubricants.
- J. Contractor shall be responsible for ensuring that all spills or damages caused by spillage are corrected immediately at his own expense. Correction of spills or damages shall be executed in a manner approved by a representative of the City of Tomball.



- K. Contractor shall supply the City of Tomball with a Municipal Sludge Manifest Ticket for each load transported. This manifest ticket shall contain the following information:
  - i. Name and address of the site where sludge was generated.
  - ii. Name, address, TCEQ and EPA registration numbers, where applicable, of site where sludge was disposed.
  - iii. Approximate volume of sludge load.
  - iv. Date and time of pickup
  - v. Name and address of hauler.
  - vi. Date and time of disposal.
  - vii. Signature verifying disposal date and time.
- L. Upon completion of loading of vehicle(s), the Contractor shall be responsible for all contents loaded onto the vehicle during transportation to legally approved disposal site.
- M. The Vendor shall be responsible for all damages that that may be caused by their transport vehicle(s) while loading, transporting, and disposing.
- N. Contractor must haul dewatered sludge on an as needed basis to ensure proper operation of the City's Wastewater Treatment Plants.
- O. Contractor will submit to the Wastewater Treatment Plant Supervisor an Annual Report, due by August 31 of each year, for both treatment plants. This report shall detail the City's sludge disposal activities and all other disposal activities at each disposal site utilized. The report will separate the City's sludge disposal activities from the other disposal activities and will include the following information:
  - i. Name and location of disposal site(s).
  - ii. Owner of disposal site(s).
  - iii. Disposal site(s) TCEQ, EPA registration number where applicable.
  - iv. Date(s) of disposal.
  - v. Identity of hauler.
  - vi. Manifest numbers.
  - vii. Cumulative total amount (dry metric tons) of sludge deposited at each disposal site (applies to land application only).
  - viii. Facility where sludge was generated.
  - ix. Method of final disposal.
  - x. Toxicity Characteristic Leaching Procedure Test: Pass/Fail.
  - xi. Level of disinfection attained Class A or Class B (applies to land application only).
  - xii. Total number of loads, total cubic yards or gallons, and total dry tons, transported from each wastewater plant.
  - xiii. Land usage of disposal site(s) where sludge was deposited, including crops grown (applies to land application only).
- P. Contractor shall submit copies of the completed manifest tickets showing the date, time, and location of disposal site, with signature verifying proper disposal of sludge will be submitted to the City of Tomball with each monthly report.
- Q. Contractor shall provide applicable annual and quarterly testing for the North Wastewater Treatment Plant and the South Wastewater Treatment Plant for sludge disposed at a solid waste land fill or land application site, as required by the TCEQ and EPA discharge permits, including Toxicity Characteristic Leaching Procedure (TCLP) sludge analysis.
- R. Contractor shall be responsible, at no cost to the City, for the logistical support needed to remove and dispose of additional roll-offs, should plant operations require additional solids removed.

- S. Contractor shall be responsible for preparing and submitting an Annual Summary Report to the Wastewater Treatment Plant Supervisor no later than ten (10) working days before the deadline of September 1st.

**III. Transport Vehicle(s) Requirements**

- A. Contractor vehicles must be currently licensed and must meet all state, federal, county, and Department of Transportation requirements. The vehicle must be of sound quality and in good working order.
- B. A holding capacity of 30 cubic yard containers for filtered belt pressed sludge.
- C. Vehicle(s) must have the company name and company phone number on the tractor, trailer, and sludge containers.

# Exhibit B

## FY 2026 Pricing : Sludge Hauling & Disposal - Belt Press & 30 yd. Roll Off

### COST FOR SERVICES

Item	Description	Estimated Annual Quantity (gallons)	Unit Price Per Gallon	Total Cost
1	Cost per Gallon for Sludge Hauling & Disposal during normal business hours (Mon-Fri, 8am-5pm) for pressed sludge cake, including haul, disposal & other cost (trip charge, service call, mileage, etc.)	1,000,000	\$0.058	\$58,000.00

### Other Services

Item	Description	Estimated Annual Roll Off Exchanges	Unit Price per Exchange	Total Cost
1	Price per 30 yard roll off to be supplied by vendor to the South Wastewater Treatment Plant (Cost includes exchange, trip charge, service call, milage, etc.)	100	\$857.07	\$85,707.00

REVISED

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: 2/2/2026

#### Topic:

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

#### Background:

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

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

Consulting Services	\$25,000
Hardware Procurement	\$35,000
Software Renewals & Support	\$150,000
Contingency	\$10,000
<b>Total</b>	<b>\$220,000</b>

**Origination:** Information Technology

#### Recommendation:

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

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

#### FUNDING (IF APPLICABLE)

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

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

If yes, specify Account Number: # Multiple Accounts

If no, funds will be transferred from  
account:

#

To Account: #

**Signed:** Ben Lato

Staff Member

Date

**Approved by:** \_\_\_\_\_

City Manager

Date



# Regular City Council Agenda Item Data Sheet

**Meeting Date:** February 2, 2026

**Topic:**

Approve, on First Reading, Resolution No. 2026-10-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and the City of Tomball to make direct incentives to, or expenditures for, property acquisition for the future development of a public safety complex, to be located at or near 810 W Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$2,300,000.00.

### Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project". At its meeting on January 13, 2026 the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with the City of Tomball, for property acquisition for the future development of a public safety complex, to be located at or near 810 W Main Street, Tomball, Texas 77375 as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The Tomball City Council has final approval authority over all projects and agreements of the TEDC.

**Origination:** David Esquivel, City Manager, City of Tomball

### Recommendation:

## Approval of the proposed Economic Development Agreement with the City of Tomball

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

**FUNDING (IF APPLICABLE)**

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

Yes: Yes      No:      If yes, specify Account Number: # Project Grants

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

Signed	<u>Kelly Violette</u>		Approved by	<u></u>	
	Executive Director-TEDC	Date		City Manager	Date



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** February 2, 2026

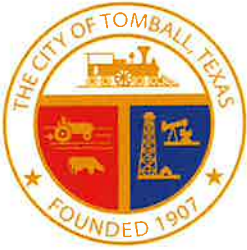
**SUBJECT:** City of Tomball – Property Acquisition

**ITEM TYPE:** Action

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The TEDC received the attached request letter from David Esquivel, City Manager, requesting one-time funding assistance for the property acquisition efforts for the future development of a public safety complex and City Hall facility to be located at or near 810 W Main Street, Tomball, Texas 77375. This expenditure was discussed during the TEDC FY 2025-2026 Budget process and has been included in the adopted budget.

Public safety facilities that are found by the board to promote or develop new or expanded business enterprise that create or retain primary jobs are considered an eligible project under Local Government Code Section 505.155. If approved as a Project of the TEDC, it will go to the city council for final approval by resolution.



# City of Tomball

*Lori Klein Quinn*  
*Mayor*

*David Esquivel, PE*  
*City Manager*

December 29, 2025

Kelly Violette, Executive Director  
Tomball Economic Development Corporation  
29201 Quinn Road, Suite B  
Tomball, Texas 77375

RE: Land Acquisition

Kelly,

As discussed during the fiscal year budget meetings, the City of Tomball is formally requesting financial assistance from the Tomball Economic Development Corporation (TEDC) for property acquisition.

During the Fiscal Year 2026 budget process, both the City Council and the TEDC Board approved funding within the TEDC budget to support property acquisition efforts for the future development of a public safety complex and City Hall. Accordingly, the City is requesting financial assistance to support the purchase of needed properties for this future project. The requested contribution totals \$2,300,000, which was allocated and approved during the budget process.

Please let me know if you require any additional information regarding these projects or the City's funding request. We appreciate TEDC's continued partnership and support.

Sincerely,

David Esquivel  
City Manager



## **PUBLIC SAFETY FACILITY GRANT AGREEMENT**

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

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement (the “Agreement”) is made and entered into by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **the City of Tomball** (the “City”), a Texas home-rule municipality.

### **WITNESSETH:**

**WHEREAS**, it is the expressed purpose of the TEDC to incentivize new construction of both public and private projects to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

**WHEREAS**, the City intends to construct a new city facility that will include public safety headquarters for City departments; and

**WHEREAS**, the construction of new public safety facilities will improve response times, operational efficiency, and long-term service capacity, thereby supporting a stable and business-friendly environment within the City; and

**WHEREAS**, the retention and expansion of primary businesses within the City are dependent upon the City’s ability to maintain infrastructure and services that protect workforce safety, business assets, and overall quality of life; and

**WHEREAS**, investment in public safety infrastructure contributes to the long-term competitiveness of the City in attracting primary job-creating businesses to the region; and

**WHEREAS**, the TEDC finds that supporting the construction of this public safety facility will directly and indirectly promote the creation and retention of primary jobs by strengthening the City’s economic development capacity and readiness for business growth; and

**WHEREAS**, the TEDC finds that construction of this new public safety facility to serve the City of Tomball will make the City more attractive to businesses that create primary jobs and will thus promote new or expanded businesses that create primary jobs in Tomball; and

**WHEREAS**, the TEDC finds that providing assistance to the City for construction of a new public safety facility constitutes a project, as defined by the Development Corporations Act.

**NOW, THEREFORE**, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1. Grant Funds. The TEDC will make a grant of Two Million, Three Hundred Thousand Dollars (\$2,300,000) (the “Grant”) within sixty (60) days of the Effective Date.

2. Construction of Facility. The City hereby agrees to acquire land and construct a new public facility, which shall include new headquarters for the City’s police and fire departments (the “Facility”). The City shall commence design of the Facility within 4 years of the Effective Date of this Agreement and shall commence construction of the Facility within six (6) years of the Effective Date.

3. Use of Grant Funds. The City shall use the Grant to fund acquisition of land for the Facility and for design and construction of the Facility. All Grant funds shall be used within six (6) years of the Effective Date, and any Grant funds that are not used in such manner are to be returned to the TEDC upon completion of the Facility or on the date six (6) years from the Effective Date, whichever date occurs first.

4. Reporting. The City shall retain records showing the expenditure of Grant funds for acquisition of land for and design and construction of the Facility. As requested, the City shall provide a written report to the TEDC showing the progress of the land acquisition and design of the Facility and shall provide all records of expenditures of Grant funds.

5. Abandonment. Should the TEDC have reason to believe that the City will not begin or complete the Facility within the timelines specified in Section 4 above or has abandoned plans to construct the Facility, the TEDC may make written demand to the City to provide a timeline for completion of Facility. The City shall have sixty (60) days from receipt of the demand to provide a written response. Should the City fail to respond within sixty days, the TEDC may consider the Facility project to be abandoned and the City to be in breach of this Agreement.

6. Extension The City and TEDC may agree to extend any deadline in this Agreement by making such agreement in writing.

7. Breach. Failure of the TEDC to timely pay the Grant funds or perform any other material obligation of this agreement shall constitute a breach of this Agreement. Failure of the City to begin design of the Facility within four (4) years of the Effective Date, to complete construction of the Facility within six (6) years of the Effective Date, to provide written reports as requested, or to fulfill any other material obligation under this Agreement shall constitute a breach of this Agreement.

8. Remedies. Upon a breach event, the non-breaching party shall provide written notice of the breach to the breaching party. The breaching party shall have thirty (30) days to cure the breach. Should said breach remain uncured as of the last day of the applicable cure period, and the non-

breaching Party is not otherwise in default, the non-breaching Party shall have the right to immediately terminate this Agreement or enforce specific performance as appropriate. Upon an uncured breach of this Agreement by the TEDC, the City may demand payment of any outstanding Grant funds due and not paid. Upon an uncured breach by the City, all Grant funds become immediately due and payable back to the TEDC. These remedies are considered to be cumulative of all other remedies available to the parties at law and are not intended to be exclusive.

9. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: City of Tomball  
401 W. Market Street  
Tomball, Texas 77375  
Attn: City Manager

If to TEDC: Tomball Economic Development Corporation  
401 W. Market Street  
Tomball, Texas 77375  
Attn: President, Board of Directors

CC: Julie Fort  
Messer Fort PLLC  
6371 Preston Road, Suite 200  
Frisco, TX 75034

10. Amendment. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11. Non-waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12. Assignment. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13. Severability. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

(signature page to follow)

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2026 (the “Effective Date”).

**CITY OF TOMBALL, TEXAS**

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

Name: David Esquivel

Title: City Manager

ATTEST:

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

Name: Thomas Harris

Title: City Secretary

**TOMBALL ECONOMIC  
DEVELOPMENT CORPORATION**

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

Name: Lisa Covington

Title: President, Board of Directors

ATTEST:

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

Name: William E. Sumner Jr.

Title: Secretary, Board of Directors

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL,  
TEXAS APPROVING AN AGREEMENT REGARDING THE  
CONSTRUCTION OF IMPROVEMENTS BETWEEN THE CITY OF  
TOMBALL, TEXAS AND THE TOMBALL ECONOMIC DEVELOPMENT  
CORPORATION**

**WHEREAS**, the City Council finds that construction of this new public safety facility to serve the City of Tomball will make the City more attractive to businesses that create primary jobs and will thus promote new or expanded businesses that create primary jobs in Tomball; and

**WHEREAS**, the City Council approves of the TEDC's resolution finding that providing assistance to the City for construction of a new public safety facility constitutes a project, as defined by the Development Corporations Act and approving of the execution of the Public Facility Grant Agreement.

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

Section 1. All the above findings are true and correct and hereby incorporated into this resolution.

Section 2. The City Council of the City of Tomball hereby approves of the Project and authorizes the execution of the Public Facility Grant Agreement, which is attached hereto as **Exhibit A** and hereby incorporated into this Resolution.

PRESENTED AND PASSED on this the \_\_th day of \_\_\_\_\_, 2026, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays at a regular meeting of the City Council of Tomball Texas.

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

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

# Regular City Council Agenda Item Data Sheet

**Meeting Date:** February 2, 2026

**Topic:**

Approve, on First Reading, Resolution No. 2026-11-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Old Town Façade Improvement Grant by and between the Corporation and Tomball Group, LLC to make direct incentives to, or expenditures for, building improvements for new or expanded business enterprise to be located at 209 Market Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$50,000.00.

## Background:

On January 13, 2026, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an Old Town Façade Improvement Grant with Tomball Group, LLC for building improvements for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

**Origination:** Tomball Economic Development Corporation Board of Directors

**Recommendation:** Approval of Resolution No. 2026-11-TEDC

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

**FUNDING (IF APPLICABLE)**

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

Yes: ☒ No: ☐ If yes, specify Account Number: #Old Town Façade Improvement Grants

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

Signed _____		Approved by _____	
Staff Member-TEDC	Date	Executive Director-TEDC	Date





**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** February 2, 2026

**SUBJECT:** Tomball Group, LLC

**ITEM TYPE:** Action

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The Tomball Economic Development Corporation has received a request from Teresa Latsis, Owner, Tomball Group, LLC for funding assistance through the TEDC's Old Town Façade Improvement Grant (FIG) Program for improvements to an approximately 1,921 square foot building located at 209 Market Street.

The proposed project includes the addition of an approximately 765 square-foot commercial kitchen space to the back of the existing building. The proposed eligible improvements include exterior painting, site work, grading, slab, framing, walls, roofing, siding, trim, exterior doors, HVAC, ventilation hood, and a grease trap.

The goal of the TEDC's Old Town Façade Improvement Grant is to promote and assist with renovation, rehabilitation, restoration, and enhancements to commercial buildings within the Old Town Mixed Use zoning district. In accordance with the Old Town Façade Improvement Grant Program Guidelines & Criteria, the proposed performance agreement is for 50% of the eligible improvement costs, not to exceed \$50,000.00.

The project and application were reviewed and conditionally approved by the Business Retention & Expansion (BRE) Committee on November 18, 2025. While this conditional approval enables the applicant to move forward with their project and avoid significant approval delays, it does not guarantee funding. Final approval is still required from both the TEDC Board and Tomball City Council. Applicants proceed at their own risk until those approvals are secured.

Once approved, the applicant will have nine months to complete the improvements. All grants are reimbursement grants and will only be funded after completion of the project, and after the applicant submits final paid itemized invoices/receipts for all applicable labor and materials, proof of payment, and digital photographs of the completed work.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in

Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An aerial photograph of a residential neighborhood with yellow property boundaries. A red dot is placed on a property, with a white callout box containing the text 'HCAD: 0352580100017'. The callout box also contains three small icons: a square, an upward arrow, and an 'x'. Street names labeled on the map include W Main St, S Walnut St, Fannin St, Tyler St, and S Elm St. A pink line runs diagonally across the map, and a green line runs horizontally across the top. A red line runs horizontally across the middle. A blue line runs vertically on the right side. A red dot is located on a property in the center of the map, near the intersection of Fannin St and S Walnut St.

HCAD: 0352580100017





Tomball Group LLC

9320 Rosie Lane  
Magnolia, Texas 77354

503.348.0718  
hutsongroup.com

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November 9, 2025

Kelly Violette  
Executive Director  
Tomball Economic Development Corporation  
29201 Quinn Road, Suite A  
Tomball, Texas 77375

**RE: Grant Request Letter - 209 Market St, Kitchen Addition Project**

Dear Ms Violette,

This request is submitted to the Tomball Economic Development Corporation (TEDC) for grant funding assistance to support real estate redevelopment efforts in Old Town Tomball. This grant would help in building a kitchen addition to an existing structure located at 209 Market Street, Tomball TX 77375, enabling the updated space to be leased for food service (full service restaurant).

The Tomball Group an LLC owned by Teresa & Mike Latsis and is associated with the Hutson Group, a small, family-owned real estate development business focused on commercial properties in Old Town Tomball. We acquire, develop, and manage our own properties in an intentional and meaningful manner to support Old Town and the greater Tomball area. Our family established roots in Tomball in the early 1970's and has continued to develop a deeper commitment to this town and its community for over 50 years. My husband and I are excited to start this development project on our own with support and counsel from the Hutson Group (my extended family).

Impact on Old Town Tomball

As the primary location of our town's many festivals, Market Street is a reflection of the city of Tomball. It is a quaint, yet bustling street that serves as a window displaying Old Town Tomball's charm and character. We believe that people are first drawn to food service, then linger to support retail. With the development of this space into food service, we hope to support the economic development of Old Town retail shops while also benefiting from the many festival visitors.

Project Scope

The project scope focuses on a kitchen addition that will be built behind and attached to the existing structure, allowing easier access to install plumbing and other amenities required for a commercial kitchen. We will also create a slab patio to the west of the existing structure, allowing for outdoor seating. This project is expected to start in November 2025 and is estimated to be complete in six to nine months.

Estimated Cost

The total cost for purposes of this grant funding request is estimated at \$140,211 which includes the following estimates:

Site work, labor & materials (foundation prep & pour)	\$ 14,645
Labor, kitchen addition	\$ 29,000
Materials, kitchen addition	\$ 49,761 (w/o tax)
HVAC, labor & materials	\$ 14,066 (w/o tax, s/h)
Vent hood, labor & materials	\$ 31,800
Grease Trap, materials only	\$ <u>939</u> (w/o tax)
<b>Total Estimated Cost</b>	<b>\$140,211*</b>

\* Note - Estimate excludes plumbing, electrical, and drywall trades (labor and materials)

We appreciate your consideration for this grant and the extensive efforts of TEDC in supporting and developing Tomball.

As always, if you have any questions or comments, please feel free to contact me directly.  
Thanks so much,



Teresa Latsis  
The Tomball Group  
503.348.0718 (m)  
[t.latsis@hutsongroup.com](mailto:t.latsis@hutsongroup.com)

# TOMBALL

## ECONOMIC DEVELOPMENT CORP.

### Old Town Façade Improvement Grant Program Guidelines & Criteria

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#### Overview/Goals

The Old Town Façade Improvement Grant (FIG) Program promotes economic development and stimulates business in the City through public-private partnerships by offering economic incentives for renovation, rehabilitation, restoration, and enhancement of facades in Old Town Tomball.

**Goals:** Tomball's Old Town has been identified as a key focus area for economic development. This program is intended to serve as a tool to build upon the strengths of the area and maintain its unique character. Goals include:

- (A) To preserve Old Town as a unique and historic resource for the community;
- (B) To stimulate compatible reinvestment to the area;
- (C) To attract new customers, tourists, and businesses to Old Town Tomball.



#### Program Description

The grant program is a 50% match of all approved project costs in an amount up to \$50,000 for eligible commercial property and business owners in the Old Town Tomball District (See Figure 1). **A minimum investment of \$10,000.00 in façade improvements is required to be eligible for funding through this program.** These grants are intended to encourage high quality, lasting building improvements which respect the unique Old Town character of the building and surrounding area.

Priority will be given to projects that are making substantial façade improvements as well as improvements to the structural integrity of the building to sustain the building stock in Old Town Tomball. **Grants are not available for general or deferred maintenance.**

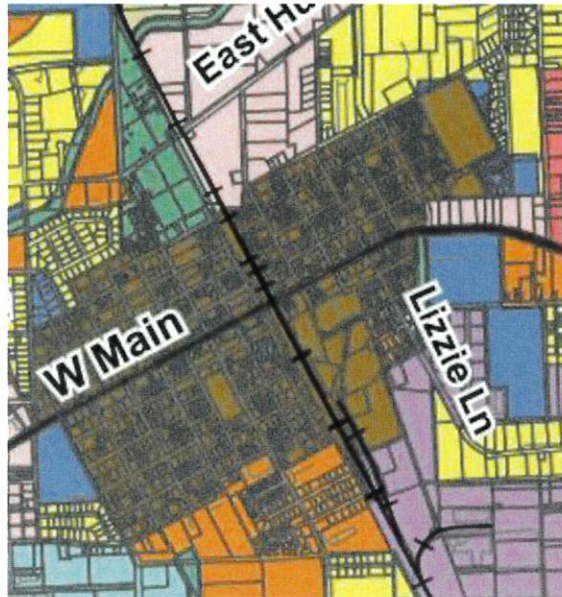
Applications will be evaluated and funded in accordance with the attached Evaluation Scoring System.

**NOTE:** Properties located outside of the Old Town Tomball District or not zones Old Town Mixed Use **WILL NOT** be considered for funding through this Program (see Business Improvement Grant Guidelines and Criteria for more funding opportunities).

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**Figure 1:**

 Old Town District



## Criteria

**Eligible Reimbursements:** Exterior Façade Improvements eligible for funding include, but are not limited to, the following items:

- Complete façade rehabilitation
- Exterior painting that incorporates a major visual change (maintenance painting does not apply)
- Significant masonry cleaning and/or restoration
- Exterior treatments such as brick, tile, stucco, stone, wood, or siding
- Removal/replacement of inappropriate or incompatible exterior finishes or materials
- New or enhanced exterior building lighting that creates a noticeably enhanced appearance (replacement of current lighting that is simply repair does not enhance the appearance of the building, such as replacement of inoperable fixtures and is not eligible)
- Door/window/storefront system/trim replacement or repair (if part of overall rehabilitation project; general building maintenance repairs do not qualify)
- New or restored façade elements, such as cornices, soffits, canopies, and other detail elements
- Awnings as part of a rehabilitation project
- Signs (new, repairs, replacement, removal) as part of a rehabilitation project



- Roofing (when in conjunction with other improvements)

**Eligible Interior Reimbursements:** Interior Improvements may be eligible for funding **only** when being made in conjunction with significant exterior façade improvements. Interior improvements may include, but are not limited to, the following items:

- ADA compliance improvements
- Architectural/structural repairs or upgrades
- Asbestos removal
- HVAC, electrical or plumbing improvements

**Ineligible Reimbursements:**

- Construction that has commenced or been completed prior to approval of the project application
- **Interior improvements alone are not eligible for funding**
- Buildings that are not located within the Old Town District (Figure 1)
- New building construction
- Routine maintenance
- Security Bars
- Personal property, furniture, racks, shelves or counter space
- Interior furnishings or enhancements that are not permanently affixed to the building
- Permit or capital recovery fees
- Financing costs
- In-kind, donations, or "sweat equity" contributions

**Before**



**After**







## Program Eligibility

1. Commercial and mixed-use buildings and structures located within the Old Town District (See Figure 1) shall be eligible for this program.
2. Any new business planning to locate within the Old Town District, or any business currently located within the Old Town District, shall be eligible for this program.
3. A *business* is defined as an occupation, profession, or trade in the purchase or sale of goods or services in an attempt to make profit.
4. The proposed project must comply with applicable zoning regulations, city-approved planning studies, comprehensive plan designations, City Ordinances, Building Codes, and Americans with Disabilities Act (ADA) Guidelines.
5. If the property is not in compliance with any of the abovementioned items in (4) these violations must be mitigated by the project. The grant recipient will be deemed ineligible for funding if any of these are not met at the time in which the applicant submits documentation for grant reimbursement.
6. Grants may not be used for refinancing existing loans, working capital, inventory, permits, inspections, security fencing or gates, home occupations, roof repair or replacement (by-itself), interior remodeling or improvements that are not permanent fixtures of the building, new construction, and routine maintenance.



## Guidelines

1. Proof of the applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, shall be required.
2. The owner of a business to be operated within a leased facility, and the owner of such lease facility, must apply jointly for the program. Copies of a lease agreement and proof of ownership of the leased facility shall be required.
3. A business or property owner will be ineligible for the program if the proposed property has received funds from the Old Town Façade Improvement Grant Program within the last five fiscal (5) years.
4. A business or property owner may apply for one (1) Old Town Façade Improvement Grant per physical location (address) set forth herein within five (5) fiscal years (October 1 to September 30) from the approval date of the grant. A business that receives grant funding during a fiscal year through the Old Town Façade Improvement Grant Program shall be ineligible to make subsequent applications for the Business Improvement Grant Program until the next fiscal year.
5. The maximum amount of funding available to any one applicant, business establishment, or property owner at one physical location (address) shall be \$50,000.00 per five (5) fiscal years unless applying and receiving funds under the Business Improvement Grant Program.
6. All grants are reimbursement grants and will only be funded after completion of the project in accordance with drawings and specifications approved by the

TEDC, and after the applicant submits to the TEDC final paid itemized invoices/receipts for all applicable labor and materials, proof of payment (cleared check, credit card statement/transaction, etc.) that match the amounts reflected on the itemized receipts/invoices for all applicable labor and materials along with quality digital photographs of the completed work shall also be required to be submitted by email to: [tgleason@tomballtxedc.org](mailto:tgleason@tomballtxedc.org)

7. Reimbursement grants are a cash payment of up to the approved percentage of funds expended by the applicant on the improvements and are not to exceed the limits set forth in paragraph (5) hereof. In-kind contributions to the project costs are not eligible reimbursements.
8. The TEDC may award grant funds to an applicant, with certain provisions, conditions, or other requirements that the TEDC deems necessary or appropriate. The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the TEDC. Thereafter, any modifications must first receive written approval by the TEDC Executive Director. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.
9. The applicant shall be responsible for obtaining all applicable permits related to the improvement project, and failure to do so will render the applicant ineligible to receive grant funding.
10. The improvements, as presented in the application, must be completed in their entirety. Failure to complete all stated improvements shall render the applicant ineligible to receive grant funding.
11. Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the TEDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.
12. The applicant shall not begin any improvements prior to receiving written approval of grant funding from the TEDC.
13. The applicant must complete the improvement project within nine (9) months of receiving written approval therefore from the TEDC. Failure to complete the improvements within the required time period shall result in the loss of the grant funds allocated for the project. Time extensions may be granted at the discretion of the TEDC.
14. Approval of all applications shall be with the understanding and agreement that, in the event the business (applicant) fails to remain open, or the business or property is sold or transferred and subsequently closes, within twelve (12) months after the funding of the grant, the applicant shall be considered in default of its obligations under the grant, and shall be required to reimburse the TEDC the grant money received.
15. The applicant must agree that, in the event of default of its obligations, the applicant shall repay to the TEDC the amount of grant funds it has received, with interest, at the rate of 10% per annum, within thirty (30) days after the TEDC notifies the applicant of the default. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation.

16. The applicant must certify that the applicant does not employ nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States). The applicant must agree that if, after receiving grant funds, it is convicted of a violation under 8 U.S.C. Section 1324a(f), the applicant shall repay the amount of the grant funds received by the applicant, with interest, at the rate of 10% per annum, within thirty (30) days after the TEDC notifies the applicant of the violation.
17. The TEDC shall have the authority to bring a civil action to recover any amounts that the applicant must repay to the TEDC under paragraphs 14, 15, and 16, and in such action may recover court costs and reasonable attorney's fees.



## **Funding**

The TEDC has budgeted \$200,000.00 per fiscal year (October 1 to September 30) to fund this grant program. Grant applications received after the available funding has been exhausted may be accepted and held until the following fiscal year. The TEDC retains sole discretion to accept or reject applications received after available funding has been exhausted.

1. Upon notification to the TEDC by the applicant that a project has been completed, an inspection by a TEDC representative or representatives shall be made to confirm that such project has been completed in accordance with the application or any approved modifications thereto. Such notification shall include, but not be limited to, documentation of paid receipts for materials, labor, permits, inspection reports, an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the project improvements have been paid and any and all liens and claims regarding such work have been released, or any other item that the TEDC may reasonably deem necessary for determining the project's completion.
2. The TEDC agrees to distribute such funds to the applicant within thirty (30) days following the inspection required in paragraph (1) hereof, and confirmation of completion of the project in accordance with the application or any approved modifications thereto. The Executive Director of the TEDC shall issue a letter to the TEDC Board of Directors notifying them of the funding action to be taken. A copy of such letter shall also be provided to the applicant.
3. Within ten (10) business days following an inspection and the presentation of the receipts as provided in paragraph (1) above, and after a determination is made by the TEDC's representative that the project has not been completed in accordance with the application, or any approved modifications thereof, the Executive Director shall issue a letter to the applicant indicating any and all areas of non-compliance. The applicant shall then have sixty (60) days, from the date of such letter, to make the modifications necessary to bring the project into compliance. Failure to complete such modifications within said sixty-day period

shall be deemed a default of applicant's obligations under the grant, and the applicant shall be ineligible to receive grant funding.



## Miscellaneous

The Tomball Economic Development Corporation shall deliver a copy of these guidelines to any applicant for his/her review and the delivery hereof does not constitute an offer of an Old Town Façade Improvement Grant to the applicant.

The laws of the state of Texas shall govern the interpretation, validity, performance and enforcement of this Old Town Façade Improvement Grant Program. If any provision of this Old Town Façade Improvement Grant Program is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected hereby.

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### ACKNOWLEDGMENT OF RECEIPT OF AND AGREE TO COMPLY WITH THE GUIDELINES AND CRITERIA FOR THE OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM BY THE TOMBALL ECONOMIC DEVELOPEMNT CORPORATION

**APPLICANT:** Teresa Latsis

**ADDRESS:** 9320 Rosie Ln, Magnolia TX 77354

**PHONE:** 503-348-0718

**EMAIL:** t.latsis@hutsongroup.com

**Signature:** 

**PROPERTY OWNER/LANDLORD:** Mike & Teresa Latsis

**ADDRESS:** 9320 Rosie Ln, Magnolia TX 77354

**PHONE:** 503-348-0718

**EMAIL:** t.latsis@hutsongroup.com

**Signature:** 

**This acknowledgement page must be signed and returned to the Executive Director of Economic Development. Please retain the Guidelines and Criteria for your records.**

## Application Process





**APPLICATION  
for  
OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM**

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to the Tomball Economic Development Corporation, hereinafter referred to as "TEDC", this application for consideration of an Old Town Façade Improvement Grant under the provisions of the TEDC's Old Town Façade Improvement Grant Program.

As part of this application, APPLICANT represents to TEDC the following:

1. APPLICANT has received a copy of the TEDC's Guidelines and Criteria for the Old Town Façade Improvement Grant Program. APPLICANT acknowledges to TEDC that in making this application, APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of TEDC prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of TEDC, its servants, agents, employees and/or elected or appointed officers.
3. By signing this document, "Application for Old Town Façade Improvement Grant" either in an individual capacity, jointly, or in a representative capacity, APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that TEDC may rely thereon as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.
5. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving an Old Town Façade Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

**Promotional Rights.**

By accepting grant funds, the APPLICANT authorizes the TEDC to promote the project and property including, but not limited to, displaying a sign at the site indicating participation in the Program and using photographs and descriptions of the project and property in TEDC promotional materials, press releases, social media and websites.

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**Applicant Information.**

Applicant is: ☒ Owner ☐ Tenant Applicant

Business Entity Name: Tomball Group LLC

Mailing Address: 9320 Rosie Ln, Magnolia TX 77354

Phone Number: 503-348-0718

Email: t.latsis@hutsongroup.com

Street Address: 9320 Rosie Ln, Magnolia TX 77354

Home Address: 9320 Rosie Ln, Magnolia TX 77354

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Other companies and locations owned and/or operated by the APPLICANT

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

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Building Owner Information.** (NOTE: if applicant is a tenant, building owner must apply as a co-applicant)

Business Owner Name: N/A

Building Owner Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A*.
7. Please attach a vicinity map locating the property within the City of Tomball as *Exhibit B*.

8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as *Exhibit C*.
9. Please attach a letter describing the overall project and addressing the need for the TEDC grant funds.
10. Description of proposed improvements:

Description	Estimated Repair	Estimated Start Date	Completion Date
Total, detail provided in the attached Grant Request Letter	\$ 140,211	November 2025	July 2026

11. New or existing business:  x  New   Existing  
\_\_\_\_\_ has been in operation for \_\_\_\_\_ years.
- Existing # of jobs:  0  (If applicable) Full-time \_\_\_\_\_ Part-time \_\_\_\_\_
- New jobs (full-time): \_\_\_\_\_ New jobs (part-time): \_\_\_\_\_
13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this application for the Old Town Façade Improvement Grant Program shall not be construed in favor of one party over the other based on the drafting of this application.
14. APPLICANT and owner/landlord indemnify, defend, and hold TEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.
15. TEDC has delivered a copy of the guidelines and criteria for an Old Town Façade Improvement Grant Program to applicant for review, and the delivery hereof does not constitute an offer of an improvement grant.
16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the Old Town Façade Improvement Grant Program. If any provision of this application for the Old Town Façade Improvement Grant Program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.




17. Before submitting an application to the TEDC, the APPLICANT must meet with the Development Review Committee (DRC) of the City of Tomball for a review of the proposed project improvements in order to fulfill paragraph (16) project eligibility requirement in the TEDC "Guidelines and Criteria." The APPLICANT can make an appointment by calling 281-290-1405.

## VERIFICATION

I (We), the undersigned APPLICANT(S), certify that all the information furnished TEDC has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Tomball Economic Development Corporation may or may not grant an Old Town Façade Improvement Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

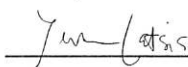
Signed and submitted to Tomball Economic Development Corporation on this, the 10th day of November, 2025

**Applicant:** Teresa Latsis

Signature: 

Phone: 503-348-0718 Email: t.latsis@hutsongroup.com

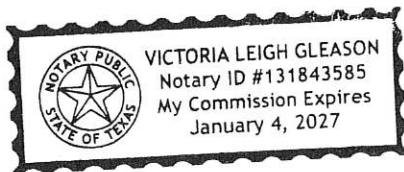
**Property Owner/Landlord:** Teresa Latsis

Signature: 

Phone: 503-348-0718 Email: t.latsis@hutsongroup.com

The State of Texas  
County of Harris

Before me, the undersigned authority, on this 10<sup>th</sup> day of November,  
2025, personally appeared Teresa Catbis,  
known to me to be the persons whose names are subscribed to the foregoing  
instrument, and acknowledged to me and that they executed the same for the  
purposes therein expressed.



  
Notary Public in and for the State of Texas  
My Commission Expires: 01/04/2027

The State of Texas  
County of Harris

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, personally appeared \_\_\_\_\_,  
known to me to be the persons whose names are subscribed to the foregoing  
instrument, and acknowledged to me and that they executed the same for the  
purposes therein expressed.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

**DOCUMENTATION CHECKLIST**  
**for**  
**OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM**

As part of this application, the following documentation is being provided by the applicant:

- Request Letter describing proposed project and the need for grant funds;
- All grant applications must include a drawing to scale showing design intent, materials, and colors to be used of all the proposed grant work to be done;
- Establishment of Business Entity Name (Copy of Articles of Incorporation, dba, etc.);
- Copy of Lease Agreement (if facility is leased);
- Legal description of subject property (Exhibit A);
- Vicinity map of subject property (Exhibit B);
- Estimates of proposed improvements from the company to be doing the work (as much detail as possible) (Exhibit C);
  - Itemized estimates/quotes which include information and details such as color samples of paint, fabric, sign material
- Digital pictures of the site and area (interior and exterior) to be improved emailed to [tgleason@tomballtxedc.org](mailto:tgleason@tomballtxedc.org) (Exhibit D);
- If submitting your application online, Signature and Notary Seal required **once approved.**



ECONOMIC DEVELOPMENT CORP.

## OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

### Evaluation Scoring System

The Old Town Façade Improvement Grant Program (FIG) evaluation scoring system is based on the standards and criteria of the Program. Applications will be evaluated by each Committee member using this scoring system and funding of eligible improvements will be based upon a project's score and the following requirements.

- Projects must meet the applicable FIG standards and criteria, receive a score of 30 points or more, and meet all other program requirements to be considered for funding.
- Projects with a score between 46-60 will be eligible for funding up to \$50,000.00.
- Projects with a score between 30-45 will be eligible for funding up to \$40,000.00.

**Project:**

Tomball Group, LLC  
209 Market St.  
Tomball, Texas 77375

**Total Eligible Interior Cost:**

\$129,047.75

**Total Eligible Exterior Cost:**

\$98,350.31

**Total Project Investment:**

\$227,398.06

### Evaluation Categories

Visibility	Points Available
Building located off of 2920 or highly visible from 2920	5
Building located on predominantly commercial streets	4
Building located on residential or minor street	3

Existing Condition	Points Available
Poor: The existing appearance and condition of the property is structurally unstable or dilapidated	5
Fair: The existing appearance and condition of the property is structurally stable but needs substantial renovations	3
Good: The existing appearance and condition of the property is in need of little to no structural or substantial renovations	1

<b>Impact of Improvement</b>	<b>Points Available (can be combined)</b>
The project includes major/complete façade work and site redevelopment	5
The building façade is predominately brick/stone (excluding windows/doors)	5
The project includes moderate façade work and site redevelopment	4
The building includes a creative design that is an appropriate fit for the proposed location and is consistent with the downtown character	4
The building façade improvements along the alley are of the same quality as the street facing facades	4
The building preserves or restores historical features or characteristics	3
The project significantly improves the streetscape or alleyscape adjacent to the building	2

<b>Importance to the Area</b>	<b>Points Available (points can be combined for mixed use project up to 15 points)</b>
Restaurant	7
Entertainment	6
Retail – desired retail uses (determined by Committee)	6
Office	5
Primary Employment	4
Retail – general retail uses	3
Other uses	Point value determined by the Committee

<b>Owner vs TEDC Contribution Ratio</b>	<b>Points Available</b>
Greater than 7:1	5
Greater than 4:1 but less than 7:1	3
1:1 up to 4:1	1

<b>Readiness</b>	<b>Points Available</b>
Applicant has architect's renderings, quotes, proof of ownership/lease and 100% of grant checklist requirements	5
Applicant has quotes and proof of ownership/lease and 50% of grant checklist requirements	3
Applicant has quotes and only 25% of grant checklist requirements	1

<b>Local Owner/Occupant</b>	<b>Points Available</b>
Building is owned by a local landlord/owner and the business is locally owned and operated	5
Building is owned by an absent landlord, but the business is locally owned and operated	3
Building is owned by an absent landlord, and the business is not locally owned	1

<b>Utilization of Local Businesses</b>	<b>Points Available</b>
Applicant is using mostly local businesses to make improvements	5
Applicant is using half local businesses to make improvements	3
Applicant is using no local businesses to make improvements	1

<b>Total Points</b>	<b>52</b>
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November 18, 2025

Mike & Teresa Latsis  
Tomball Group, LLC  
209 Market Street  
Tomball, Texas 77375

**RE: CONDITIONAL APPROVAL - Old Town Façade Improvement Grant Program**

Dear Mr. & Mrs. Latsis:

Thank you for your recent application to the Old Town Facade Improvement Grant Program. We are pleased to inform you that your application for the proposed improvements at **209 Market Street, Tomball, Texas 77375**, has received **conditional approval** from the Business Retention & Expansion (BR&E) Review Committee.

This conditional approval is based on the preliminary review of your application materials, including your project description, cost estimates, and proposed design concept. The BR&E Committee met on November 18, 2025, to review your submittal and found that based on the Evaluation Scoring System your project received a score of **52** which is eligible for funding up to **\$50,000.00**.

**Conditional Approval**

This letter serves as formal notice of conditional approval of the application, as submitted, based on the preliminary review conducted by the Tomball Economic Development Corporation's (BR&E) Review Committee. While we are encouraged by your project's potential and the progress made to date, please carefully review the following critical conditions:

**1. Final Approval Pending**

This conditional approval does not constitute a commitment of funds or a final decision. The project remains subject to final approval by Tomball City Council, which includes a full review of all required documentation, terms, and conditions.

**2. No Guarantee of Funding**

Funding for this project is not guaranteed until formal approval is granted by the Tomball Economic Development Corporation's Board of Directors and Tomball City Council through a resolution or other official action.

**3. Proceeding at Your Own Risk**

If you choose to begin project activities prior to receiving final approval, please understand you do so at your own risk. Neither the TEDC, City of Tomball, nor its affiliates shall be held liable for any costs, obligations, or commitments incurred in anticipation of funding.





### Process for Final Approval

Your application will be presented at the next available Tomball Economic Development Corporation Board of Directors Meeting for approval. It will then proceed to the next two available Tomball City Council Meetings for final approval via two separate readings of a resolution.

Once all approvals are obtained and legal notice requirements fulfilled, TEDC staff will reach out to initiate execution of the grant agreement.

### Project Work and Reimbursement Guidelines

While you may begin project work upon receipt of this letter, please note that the reimbursement of eligible expenses will only occur after full approval is secured and the grant agreement has been executed. Additionally, you must comply with all applicable City of Tomball permitting requirements, zoning regulations, building codes, and other local ordinances. Failure to do so may affect your eligibility for reimbursement.

Upon project completion, you must submit:

- Final paid invoice(s)
- Proof of payment(s)
- Digital "after" photographs of the completed improvements

Once all documentation is received and verified, TEDC will process the reimbursement and notify you when your check is ready.

### Financial Summary

Description	Your Investment	TEDC Grant
Eligible Improvements	\$227,398.06	\$50,000.00
Total Amount Available from TEDC:		\$50,000.00

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We sincerely appreciate your dedication to preserving and enhancing the character of Old Town Tomball. If you have any questions or need further assistance, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Tori Gleason", is written over a horizontal line.

Tori Gleason, PCED

Economic Development Coordinator  
Tomball Economic Development Corporation

## RESOLUTION NO. 2026-11-TEDC

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND TOMBALL GROUP, LLC TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

**WHEREAS**, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

**WHEREAS**, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Fifty Thousand Dollars (\$50,000.00), found by the Board to be required or suitable to promote a new business development by Tomball Group, LLC; and

**WHEREAS**, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

**WHEREAS**, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Fifty Thousand Dollars (\$50,000.00), to Tomball Group, LLC, in accordance with an Old Town Façade Improvement Grant by and between the TEDC and Tomball Group, LLC to promote and develop a new or expanded business enterprise, to be located at 209 Market Street, Tomball, Texas 77375.

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to

be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED AND APPROVED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_,  
202\_\_.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this \_\_\_\_\_ day of  
\_\_\_\_\_, 202\_\_.

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

ATTEST:

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

# Regular City Council Agenda Item Data Sheet

**Meeting Date:** February 2, 2026

**Topic:**

Approve, on First Reading, Resolution No. 2026-12-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Old Town Façade Improvement Grant by and between the Corporation and Tomball Social Haus to make direct incentives to, or expenditures for, building improvements for new or expanded business enterprise to be located at 209 Fannin Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$26,507.50.

### Background:

On January 13, 2026, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an Old Town Façade Improvement Grant with Tomball Social Haus for building improvements for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

**Origination:** Tomball Economic Development Corporation Board of Directors

**Recommendation:** Approval of Resolution No. 2026-12-TEDC

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

**FUNDING (IF APPLICABLE)**

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

Yes: ☒ No: ☐ If yes, specify Account Number: #Old Town Façade Improvement Grants

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

Signed _____		Approved by _____	
Staff Member-TEDC	Date	Executive Director-TEDC	Date



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** February 2, 2026

**SUBJECT:** Tomball Social Haus

**ITEM TYPE:** Action

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The Tomball Economic Development Corporation has received a request from Per Werner, Owner, Tomball Social Haus for funding assistance through the TEDC's Old Town Façade Improvement Grant (FIG) Program for improvements to an approximately 825 square foot building located at 209 Fannin Street.

The proposed project includes the remodel of an existing 200-square-foot existing building near the rear of the property into a private event/meeting space. The space is currently being used for storage. The improvements include interior flooring, new shiplap walls, metal ceiling, and cabinetry. The project also includes improvements to the main building including exterior painting, siding, trim, and deck and column stain. Additionally, a new covered patio area will be constructed between the main building and accessory building.

The goal of the TEDC's Old Town Façade Improvement Grant is to promote and assist with renovation, rehabilitation, restoration, and enhancements to commercial buildings within the Old Town Mixed Use zoning district. In accordance with the Old Town Façade Improvement Grant Program Guidelines & Criteria, the proposed performance agreement is for 50% of the eligible improvement costs, not to exceed \$26,507.50.

The project and application were reviewed and conditionally approved by the Business Retention & Expansion (BRE) Committee on January 6, 2026. While this conditional approval enables the applicant to move forward with their project and avoid significant approval delays, it does not guarantee funding. Final approval is still required from both the TEDC Board and Tomball City Council. Applicants proceed at their own risk until those approvals are secured.

Once approved, the applicant will have nine months to complete the improvements. All grants are reimbursement grants and will only be funded after completion of the project, and after the applicant submits final paid itemized invoices/receipts for all applicable labor and materials, proof of payment, and digital photographs of the completed work.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.







**Tomball Social Haus**

209 Fannin Street  
Tomball, Texas 77375  
Phone: 832-303-3204  
Email: Info@cadevents.com

**Date:** 12/23/25

**Tomball Economic Development Corporation**

Attn: Business Retention & Expansion Committee  
29201 Quinn Road, Suite A  
Tomball, Texas 77375

**RE: Request for Old Town Façade Improvement Grant – Tomball Social Haus (209 Fannin Street)**

Tomball Social Haus respectfully submits this request for consideration under the Old Town Façade Improvement Grant Program for exterior and site improvements to the property located at 209 Fannin Street within the Old Town Tomball District.

Tomball Social Haus is a new, locally owned business that will contribute to the activation and continued economic vitality of Old Town. The proposed project focuses on enhancing exterior architectural elements and adaptively reusing existing structures in a manner consistent with the character, scale, and intent of the district.

The scope of work includes the installation of architecturally appropriate awnings and exterior coverings, along with the construction of a covered rear patio area. These improvements will allow the space to remain functional during rain and colder weather, improving year-round



usability while maintaining compatibility with surrounding historic development.

Additionally, the project includes the repurposing of an existing rear garage/barn structure into an upscale private rental and meeting space. This adaptive reuse preserves the existing structure, activates underutilized space, and provides a unique venue for private events, meetings, and community gatherings that support increased foot traffic and extended use of the property.

The total investment for the proposed improvements is \$57,515.00. Assistance through the Old Town Façade Improvement Grant Program is essential to completing these improvements at a level of quality that aligns with Old Town design standards and the City's economic development objectives. All contractors utilized for this project are local to Tomball and are members of the Tomball Chamber of Commerce, ensuring that project investment directly benefits the local economy.

Upon opening, Tomball Social Haus will create one (1) full-time position and nine (9) part-time positions. All proposed improvements are scheduled to be completed within one (1) month of receiving written grant approval, demonstrating project readiness and the ability to promptly execute the improvements in accordance with program requirements.

Tomball Social Haus appreciates the opportunity to partner with the Tomball Economic Development Corporation in furthering the preservation, activation, and economic growth of Old Town Tomball. We respectfully request consideration for grant assistance through the Old Town Façade Improvement Grant Program.

**Sincerely,**

*Per Werner*

---

**Per Werner**

Owner

Tomball Social Haus

**APPLICATION  
for  
OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM**

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to the Tomball Economic Development Corporation, hereinafter referred to as "TEDC", this application for consideration of an Old Town Façade Improvement Grant under the provisions of the TEDC's Old Town Façade Improvement Grant Program.

As part of this application, APPLICANT represents to TEDC the following:

1. APPLICANT has received a copy of the TEDC's Guidelines and Criteria for the Old Town Façade Improvement Grant Program. APPLICANT acknowledges to TEDC that in making this application, APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of TEDC prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of TEDC, its servants, agents, employees and/or elected or appointed officers.
3. By signing this document, "Application for Old Town Façade Improvement Grant" either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that TEDC may rely thereon as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.
5. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving an Old Town Façade Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

### Promotional Rights.

By accepting grant funds, the APPLICANT authorizes the TEDC to promote the project and property including, but not limited to, displaying a sign at the site indicating participation in the Program and using photographs and descriptions of the project and property in TEDC promotional materials, press releases, social media and websites.

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### Applicant Information.

Applicant is: ☒ Owner ☐ Tenant Applicant

Business Entity Name: Tomball Social Haus

Mailing Address: 209 Fannin st Tomball Tx 77375

Phone Number: 832-303-3204

Email: info@cadevents.com

Street Address: 209 Fannin St, Tomball TX 77375

Home Address: 27 Quillwood pl

Street Address: \_\_\_\_\_

City/State/Zip: Magnolia Tx, 77354

Other companies and locations owned and/or operated by the APPLICANT

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

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Building Owner Information.** (NOTE: if applicant is a tenant, building owner must apply as a co-applicant)

Business Owner Name: Per Werner

Building Owner Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A*.
7. Please attach a vicinity map locating the property within the City of Tomball as *Exhibit B*.

8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as *Exhibit C*.
9. Please attach a letter describing the overall project and addressing the need for the TEDC grant funds.
10. Description of proposed improvements:

Description	Estimated Repair	Estimated Start Date	Completion Date
Barn/Garage Build Out	\$27,700.00	Within 7 Days of Approval	Within 30 Days of Approval
Patio Covering	\$10,815.00	Within 7 Days of Approval	Within 30 Days of Approval

11. New or existing business: ☒ New ☐ Existing  
Tomball Social Haus has been in operation for >1 years.

Existing # of jobs: \_\_\_\_\_ (If applicable) Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

New jobs (full-time): 1 New jobs (part-time): 9

13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this application for the Old Town Façade Improvement Grant Program shall not be construed in favor of one party over the other based on the drafting of this application.
14. APPLICANT and owner/landlord indemnify, defend, and hold TEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.
15. TEDC has delivered a copy of the guidelines and criteria for an Old Town Façade Improvement Grant Program to applicant for review, and the delivery hereof does not constitute an offer of an improvement grant.
16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the Old Town Façade Improvement Grant Program. If any provision of this application for the Old Town Façade Improvement Grant Program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.

17. Before submitting an application to the TEDC, the APPLICANT must meet with the Development Review Committee (DRC) of the City of Tomball for a review of the proposed project improvements in order to fulfill paragraph (16) project eligibility requirement in the TEDC "Guidelines and Criteria." The APPLICANT can make an appointment by calling 281-290-1405.

## VERIFICATION

I (We), the undersigned APPLICANT(S), certify that all the information furnished TEDC has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Tomball Economic Development Corporation may or may not grant an Old Town Façade Improvement Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Tomball Economic Development Corporation on this, the 23rd day of December, 2025.

**Applicant:** Per Werner

Signature: Per Werner

Phone: 414-698-5071 Email: info@cadevents.com

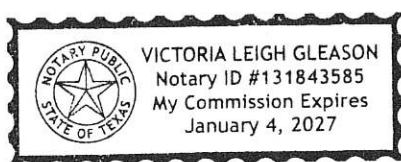
**Property Owner/Landlord:** \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

The State of Texas  
County of Harris

Before me, the undersigned authority, on this 23<sup>rd</sup> day of December,  
2025, personally appeared Permer,  
known to me to be the persons whose names are subscribed to the foregoing  
instrument, and acknowledged to me and that they executed the same for the  
purposes therein expressed.



[Signature]  
Notary Public in and for the State of Texas  
My Commission Expires: 01/04/2027

The State of Texas  
County of Harris

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, personally appeared \_\_\_\_\_,  
known to me to be the persons whose names are subscribed to the foregoing  
instrument, and acknowledged to me and that they executed the same for the  
purposes therein expressed.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF AND AGREE TO COMPLY WITH  
THE GUIDELINES AND CRITERIA FOR BUSINESS IMPROVEMENT GRANT  
PROGRAM BY THE TOMBALL ECONOMIC DEVELOPMENT  
CORPORATION**

Applicant: Per Werner  
Address: 209 Fannin st Tomball Tx 77375  
Phone No.: 414-698-5071  
  
Signature: Per Werner

Property Owner/Landlord: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
  
Signature: \_\_\_\_\_

This acknowledgement page must be signed and returned to the Executive Director of Economic Development. Please retain the Guidelines and Criteria for your records.

**Applicants are strongly encouraged to shop locally for products and services.**

**DOCUMENTATION CHECKLIST**  
**for**  
**OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM**

As part of this application, the following documentation is being provided by the applicant:

- ☐ Request Letter describing proposed project and the need for grant funds;
- ☐ All grant applications must include a drawing to scale showing design intent, materials, and colors to be used of all the proposed grant work to be done;
- ☐ Establishment of Business Entity Name (Copy of Articles of Incorporation, dba, etc.);
- ☐ Copy of Lease Agreement (if facility is leased);
- ☐ Legal description of subject property (Exhibit A);
- ☐ Vicinity map of subject property (Exhibit B);
- ☐ Estimates of proposed improvements from the company to be doing the work (as much detail as possible) (Exhibit C);
  - Itemized estimates/quotes which include information and details such as color samples of paint, fabric, sign material
- ☐ Digital pictures of the site and area (interior and exterior) to be improved emailed to [tgleason@tomballtxedc.org](mailto:tgleason@tomballtxedc.org) (Exhibit D);
- ☐ If submitting your application online, Signature and Notary Seal required **once approved.**





ECONOMIC DEVELOPMENT CORP.

## OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

### Evaluation Scoring System

The Old Town Façade Improvement Grant Program (FIG) evaluation scoring system is based on the standards and criteria of the Program. Applications will be evaluated by each Committee member using this scoring system and funding of eligible improvements will be based upon a project's score and the following requirements.

- Projects must meet the applicable FIG standards and criteria, receive a score of 30 points or more, and meet all other program requirements to be considered for funding.
- Projects with a score between 46-60 will be eligible for funding up to \$50,000.00.
- Projects with a score between 30-45 will be eligible for funding up to \$40,000.00.

**Project:**

Tomball Social Haus  
209 Fannin Street  
Tomball, Texas 77375

**Total Eligible Interior Cost:**

\$27,700.00

**Total Eligible Exterior Cost:**

\$25,315.00

**Total Project Investment:**

\$53,015.00

### Evaluation Categories

Visibility	Points Available
Building located off of 2920 or highly visible from 2920	5
Building located on predominantly commercial streets	4
Building located on residential or minor street	3

Existing Condition	Points Available
Poor: The existing appearance and condition of the property is structurally unstable or dilapidated	5
Fair: The existing appearance and condition of the property is structurally stable but needs substantial renovations	3
Good: The existing appearance and condition of the property is in need of little to no structural or substantial renovations	1

<b>Impact of Improvement</b>	<b>Points Available (can be combined)</b>
The project includes major/complete façade work and site redevelopment	5
The building façade is predominately brick/stone (excluding windows/doors)	5
The project includes moderate façade work and site redevelopment	4
The building includes a creative design that is an appropriate fit for the proposed location and is consistent with the downtown character	4
The building façade improvements along the alley are of the same quality as the street facing facades	4
The building preserves or restores historical features or characteristics	3
The project significantly improves the streetscape or alleyscape adjacent to the building	2

<b>Importance to the Area</b>	<b>Points Available (points can be combined for mixed use project up to 15 points)</b>
Restaurant	7
Entertainment	6
Retail – desired retail uses (determined by Committee)	6
Office	5
Primary Employment	4
Retail – general retail uses	3
Other uses	Point value determined by the Committee

<b>Owner vs TEDC Contribution Ratio</b>	<b>Points Available</b>
Greater than 7:1	5
Greater than 4:1 but less than 7:1	3
1:1 up to 4:1	1

<b>Readiness</b>	<b>Points Available</b>
Applicant has architect's renderings, quotes, proof of ownership/lease and 100% of grant checklist requirements	5
Applicant has quotes and proof of ownership/lease and 50% of grant checklist requirements	3
Applicant has quotes and only 25% of grant checklist requirements	1

<b>Local Owner/Occupant</b>	<b>Points Available</b>
Building is owned by a local landlord/owner and the business is locally owned and operated	5
Building is owned by an absent landlord, but the business is locally owned and operated	3
Building is owned by an absent landlord, and the business is not locally owned	1

<b>Utilization of Local Businesses</b>	<b>Points Available</b>
Applicant is using mostly local businesses to make improvements	5
Applicant is using half local businesses to make improvements	3
Applicant is using no local businesses to make improvements	1

<b>Total Points</b>	<b>45</b>
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January 6, 2026

Per Werner  
Tomball Social Haus  
209 Fannin Street  
Tomball, Texas 77375

**RE: CONDITIONAL APPROVAL - Old Town Façade Improvement Grant Program**

Dear Mr. Werner:

Thank you for your recent application to the Old Town Façade Improvement Grant Program. We are pleased to inform you that your application for the proposed improvements at **209 Fannin Street, Tomball, Texas 77375**, has received **conditional approval** from the Business Retention & Expansion (BR&E) Review Committee.

This conditional approval is based on the preliminary review of your application materials, including your project description, cost estimates, and proposed design concept. The BR&E Committee met on January 6, 2026, to review your submittal and found that based on the Evaluation Scoring System your project received a score of **45** which is eligible for funding up to **\$40,000.00**.

**Conditional Approval**

This letter serves as formal notice of conditional approval of the application, as submitted, based on the preliminary review conducted by the Tomball Economic Development Corporation's (BR&E) Review Committee. While we are encouraged by your project's potential and the progress made to date, please carefully review the following critical conditions:

**1. Final Approval Pending**

This conditional approval does not constitute a commitment of funds or a final decision. The project remains subject to final approval by Tomball City Council, which includes a full review of all required documentation, terms, and conditions.

**2. No Guarantee of Funding**

Funding for this project is not guaranteed until formal approval is granted by the Tomball Economic Development Corporation's Board of Directors and Tomball City Council through a resolution or other official action.

**3. Proceeding at Your Own Risk**

If you choose to begin project activities prior to receiving final approval, please understand you do so at your own risk. Neither the TEDC, City of Tomball, nor its affiliates shall be held liable for any costs, obligations, or commitments incurred in anticipation of funding.

### **Process for Final Approval**

Your application will be presented at the next available Tomball Economic Development Corporation Board of Directors Meeting for approval. It will then proceed to the next two available Tomball City Council Meetings for final approval via two separate readings of a resolution.

Once all approvals are obtained and legal notice requirements fulfilled, TEDC staff will reach out to initiate execution of the grant agreement.

### **Project Work and Reimbursement Guidelines**

While you may begin project work upon receipt of this letter, please note that the reimbursement of eligible expenses will only occur after full approval is secured and the grant agreement has been executed. Additionally, you must comply with all applicable City of Tomball permitting requirements, zoning regulations, building codes, and other local ordinances. Failure to do so may affect your eligibility for reimbursement.

Upon project completion, you must submit:

- Final paid invoice(s)
- Proof of payment(s)
- Digital “after” photographs of the completed improvements

Once all documentation is received and verified, TEDC will process the reimbursement and notify you when your check is ready.

### **Financial Summary**

<b>Description</b>	<b>Your Investment</b>	<b>TEDC Grant</b>
Eligible Improvements	\$53,015.00	\$26,507.50
<b>Total Amount Available from TEDC:</b>		<b>\$26,507.50</b>

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We sincerely appreciate your dedication to preserving and enhancing the character of Old Town Tomball. If you have any questions or need further assistance, please do not hesitate to contact our office.

Sincerely,



Tori Gleason, PCED

Economic Development Coordinator  
Tomball Economic Development Corporation

## RESOLUTION NO. 2026-12-TEDC

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND TOMBALL SOCIAL HAUS TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

**WHEREAS**, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

**WHEREAS**, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Twenty-Six Thousand Five Hundred and Seven Dollars and Fifty Cents (\$26,507.50), found by the Board to be required or suitable to promote a new business development by Tomball Social Haus; and

**WHEREAS**, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

**WHEREAS**, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Twenty-Six Thousand Five Hundred and Seven Dollars and Fifty Cents (\$26,507.50), to Tomball Social Haus, in accordance with an Old Town Façade Improvement Grant by and between the TEDC and Tomball Social Haus to promote and develop a new or expanded business enterprise, to be located at 209 Fannin Street, Tomball, Texas 77375.

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or

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

**PASSED AND APPROVED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_,  
202\_\_.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this \_\_\_\_\_ day of  
\_\_\_\_\_, 202\_\_.

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

ATTEST:

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



# City Council Meeting

## Agenda Item

### Data Sheet

**Meeting Date:** February 2, 2026

**Topic:**

Consider approval of Resolution 2026-13, a Resolution of the City of Tomball, Texas, supporting the application of RBM Living, LLC, and Meridiem Development Group (or their affiliates) to the Texas Department of Housing and Community Affairs (TDHCA) for 2026 competitive 9% housing tax credits; expressly acknowledging that the City has more than twice the state average of units per capita supported by housing tax credits and authorizing the development pursuant to Texas Government Code §2306.6703(a)(4); specifically allowing construction within one linear mile of a previously funded development pursuant to 10 Texas Administrative Code (TAC) §11.3(d); and committing to provide a reduced fee or contribution of at least \$500.00.

**Background:**

**Origination:** Matthew Malmquist (Meridiem Development Group LLC) and David Roth (RBM Living LLC)

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Craig T. Meyers, P.E

**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

## **RESOLUTION NO. 2026-13**

**A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, SUPPORTING THE APPLICATION OF RBM LIVING, LLC, AND MERIDIEM DEVELOPMENT GROUP (OR THEIR AFFILIATES) TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR 2026 COMPETITIVE 9% HOUSING TAX CREDITS; EXPRESSLY ACKNOWLEDGING THAT THE CITY HAS MORE THAN TWICE THE STATE AVERAGE OF UNITS PER CAPITA SUPPORTED BY HOUSING TAX CREDITS AND AUTHORIZING THE DEVELOPMENT PURSUANT TO TEXAS GOVERNMENT CODE §2306.6703(a)(4); SPECIFICALLY ALLOWING CONSTRUCTION WITHIN ONE LINEAR MILE OF A PREVIOUSLY FUNDED DEVELOPMENT PURSUANT TO 10 TEXAS ADMINISTRATIVE CODE (TAC) §11.3(d); AND COMMITTING TO PROVIDE A REDUCED FEE OR CONTRIBUTION OF AT LEAST \$500.00.**

**WHEREAS**, RBM Living, LLC and Meridiem Development Group, LLC, and its successors, assigns, or affiliates (the "Applicant"), proposes to construct a mixed-income, senior multifamily rental housing development consisting of up to 120 residential units within the jurisdiction of the City of Tomball (the "Proposed Development"); and

**WHEREAS**, the Proposed Development is located at or near the Northwest corner of Medical Complex Drive and Texas SH 249 Southbound Access Road, Tomball, Texas 77377, and is anticipated to be named "The Enclave at Tomball Square"; and

**WHEREAS**, the Applicant has submitted a pre-application (TDHCA #26114) and proposes to submit a final full application to the Texas Department of Housing and Community Affairs ("TDHCA") for an allocation of 2026 Competitive 9% Low Income Housing Tax Credits to finance the Proposed Development.

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

**SECTION 1. SUPPORT FOR APPLICATION.** That the City of Tomball, acting through its City Council, hereby confirms that it supports the Proposed Development by RBM Living, LLC, and Meridiem Development Group, LLC, or its affiliate(s), to be located at or near the northwest corner of Medical Complex Drive and SH 249, Tomball, Texas 77377, the Applicant's application for 2026 Competitive 9% Low Income Housing Tax Credits, and any allocation by TDHCA of 9% Housing Tax Credits for the Proposed Development.

**SECTION 2. ACKNOWLEDGEMENT AND AUTHORIZATION REGARDING TWICE THE STATE AVERAGE.** That, as provided for in 10 TAC §11.3(c), it is expressly acknowledged and confirmed that the City of Tomball has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds, and the City Council hereby specifically supports and approves the construction of the Proposed Development and authorizes an allocation of Housing Tax Credits for the Proposed Development pursuant to Texas Government Code §2306.6703(a)(4).

**SECTION 3. ACKNOWLEDGEMENT AND AUTHORIZATION REGARDING ONE-MILE THREE-YEAR RULE.** That, as provided for in 10 TAC §11.3(d), it is hereby acknowledged that the Proposed Development is located one linear mile or less from Tomball Senior Village, a development that serves the same target population as the Proposed Development and has received an allocation of Housing Tax Credits, Private Activity Bonds, or a Supplemental Allocation of credits for New Construction within the three-year period preceding the date the 2026 Application Round begins. The City Council has by vote specifically allowed the construction of the Proposed Development and authorizes an allocation of Housing Tax Credits for the Proposed Development.

**SECTION 4. COMMITMENT OF DEVELOPMENT FUNDING.** That, in accordance with 10 TAC §11.9(d)(2), the City hereby commits to an in-kind contribution of development funding in the form of a reduced fee (or fee waiver) for the benefit of the Proposed Development in an amount of at least Five Hundred Dollars (\$500.00), contingent upon the Proposed Development receiving an award of 2026 9% Housing Tax Credits from TDHCA.

**SECTION 5. CERTIFICATION.** That this formal action has been taken to put on record the support expressed by the City of Tomball on February 2<sup>nd</sup>, 2026, and that for and on behalf of the Governing Body, the Mayor or City Manager, or their designee, is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

**SECTION 6. EFFECTIVE DATE.** That this resolution shall take effect immediately from and after its passage.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026, at a Regular Meeting of the City Council of the City of Tomball, Texas.

**CITY OF TOMBALL, TEXAS:**

\_\_\_\_\_  
Mayor  
City of Tomball

**ATTEST:**

\_\_\_\_\_  
City Secretary  
City of Tomball



To the Honorable Mayor and Members of the City Council,

On behalf of RBM Living LLC and Meridiem Development Group LLC, we are pleased to submit this proposal for a vibrant, mixed-income senior community at Medical Complex Dr. & SH 249 (NE). This development is designed to directly address Tomball's critical shortage of affordable senior housing. Our impact-driven approach, deep experience in mixed-income development, and commitment to public-sector partnerships uniquely position us to deliver this project successfully. Having closely studied the 2040 Comprehensive Plan and the challenges facing local seniors, our findings align with the City's: Tomball urgently needs more housing options for older residents on fixed incomes. This project is our direct response to that need.

We are requesting a Resolution of Support and a waiver of the "One Mile Three Year" rule for **The Enclave at Tomball Square**, a 115-unit senior assisted living community designed to serve residents aged 55 and older.

The Tomball 2040 Comprehensive Plan identified a clear gap: the City lacks housing options for seniors on fixed incomes who don't qualify for (or need) nursing care but can't afford market-rate rents. This project fills that gap. It gives long-time Tomball residents a way to age in place rather than being forced to leave the community they helped build.

A waiver is required because Tomball Senior Village, located within one mile, received supplemental tax credits in 2023. The existing property has a waitlist of over 50 households. This isn't saturation - it's unmet demand.

Thank you for your consideration,

David Roth  
Principal  
RBM Living LLC  
[david.roth@rbmliving.com](mailto:david.roth@rbmliving.com)  
216-536-4148

Matt Malmquist  
Principal  
Meridiem Development Group LLC  
[matthew.d.malmquist@gmail.com](mailto:matthew.d.malmquist@gmail.com)  
979-574-7506

## Development Summary

### Project Overview

The Enclave at Tomball Square is a proposed 115-unit community for residents 55 and older: four stories, elevator-served, with a mix of one- and two-bedroom floor plans—roughly three-quarters two-bedroom, the rest one-bedroom—each featuring a full kitchen. Nearly 4,000 square feet of community space and landscaped courtyards anchor the building, including a community room, fitness center, and wellness suites. A range of support services will be available to residents, including social and recreational programming. Construction could begin by fall 2026.

The design matters more than people realize. This is a modern, four-story building with controlled-access entry and full elevator service—a significant departure from older garden-style properties where residents must navigate exterior stairs and breezeways. For seniors with walkers, wheelchairs, or other mobility challenges, that difference isn't cosmetic; it's functional. Every unit and amenity is accessible without climbing a single step.

Forty-two percent of senior households nationally consist of a single person; for those 80 and older, the figure rises to 57%. Seniors living alone in scattered single-family homes face real isolation—no neighbors down the hall, no one to notice if something goes wrong. A well-designed community provides built-in social infrastructure—neighbors, common areas, on-site management—that functions as both companionship and safety net.

### The Need

Tomball is facing a housing affordability problem, and seniors are bearing the brunt of it:

- **61% of Tomball renters are cost-burdened**, meaning they pay more than 30% of their income on rent. For seniors on fixed incomes, that arithmetic is brutal: after rent, what remains has to cover food, medicine, and whatever emergencies arise.
- **Home prices have risen 155% since 2012**, while incomes haven't kept pace. This means seniors hoping to downsize—to trade a house they can no longer maintain for something smaller and more manageable—find themselves priced out of the very community they've lived in for decades.
- **21% of Tomball residents are 65 or older**, well above the national average of 16.8%. This isn't a future problem - it's happening now.
- **Tomball has less than 500 affordable senior units to serve nearly 3,000 seniors.** That means 83% of the need is unmet. Much of that existing stock is more than twenty years old; only 200 units have been built in the last decade.

The shortage also creates a ripple effect across the housing market. When seniors can't find affordable options, they stay in family-sized single-family homes they can no longer afford to maintain. That blocks those homes from turning over to young families who need them. Approving this project doesn't just help seniors - it unlocks inventory across the housing ladder.

Federal programs can't fill this gap. Nationally, only 36.5% of seniors eligible for housing assistance actually receive it; 3.7 million households are left without help. The Low-Income Housing Tax Credit program remains the primary tool for building new affordable housing in communities like Tomball—but it requires local support to move forward. During focus groups for the Tomball 2040 plan, residents made a simple request: "Remember homes for seniors." This project is a direct response.

## **Location**

The proposed site sits in Tomball's West submarket, an area defined by stability. January 2026 data shows it safer than 59% of U.S. neighborhoods, with a violent crime rate of just 1 in 393 residents—a number that matters considerably to seniors living alone.

Property values in this corridor have climbed 20% over three years, and average market rent runs \$1,894 per month. For a senior earning \$35,000 a year, paying that rent leaves roughly \$34 a day for food, medicine, transportation, and everything else. The arithmetic simply doesn't work. Without projects like this one, seniors who want to stay near Tomball Regional Medical Center and their existing support networks have no realistic options.

## **Waiver Justification**

We formally request a waiver regarding the proximity to Tomball Senior Village. While 10 TAC §11.3(d) limits development within one linear mile, "Good Cause" exists to grant this waiver because The Enclave at Tomball Square serves a distinct and unmet need that the existing property cannot fulfill.

As a threshold matter, Tomball Senior Village was originally awarded credits in 2021 and would be outside the three-year window today. The project only falls within the window because the developer applied for a small supplemental award in 2023 to cover post-pandemic construction cost increases. But even setting that aside, the substantive case for this waiver is strong.

### **1. We Offer a Fundamentally Different Housing Product**

Tomball Senior Village is a three-story garden-style property with exterior breezeways—a design common in tax credit developments but one that presents real challenges for aging residents. Navigating outdoor stairs and exposed walkways becomes difficult as seniors age, particularly during Texas summers or inclement weather.

Our four-story elevator-served building takes a different approach: interior climate-controlled corridors, controlled-access entry, and centralized amenities. This isn't a cosmetic upgrade. It's a fundamentally safer, more accessible design for seniors with mobility limitations.

The distinction matters more with each passing year. The 80-and-over population is the fastest-growing senior demographic, and mobility challenges become most acute after that threshold. Much of the existing senior inventory in the Tomball area dates to the 1990s and lacks features now considered essential for aging in place—roll-in showers, wide corridors for walkers and wheelchairs, step-free access throughout, energy-efficient systems.

As Tomball's senior population ages in place, a growing share will need what our building provides. This isn't competition with the existing property. It's a necessary complement—serving seniors whose physical needs the current stock cannot fully accommodate.

## 2. Proven Unmet Demand

The 2021 market study prepared for Tomball Senior Village—a public document included with their TDHCA application—identified approximately 3,958 income-qualified senior households in the primary market area. Even then, the capture rate for a new development fell well below TDHCA's 10% threshold, and the study concluded there was strong unmet demand for affordable senior housing in Tomball.

Since that study was completed, the situation has only intensified:

- **Population Growth:** Tomball's population has grown approximately 23% since 2020, adding thousands of new residents - many of them seniors aging into retirement.
- **Minimal New Supply:** Only 59 affordable senior units have been added (Tomball Senior Village). That's a fraction of what the market demanded in 2021, let alone today.
- **Immediate Absorption:** Tomball Senior Village stabilized immediately and now maintains a waitlist of over 50 households. HomeTowne at Tomball remains at 99% occupancy. The market is absorbing units as fast as they're delivered.
- **No Cannibalization:** When Tomball Senior Village opened, it didn't pull tenants from neighboring properties. Occupancy across existing affordable communities remains near 100%. This is textbook evidence of undersupply.

Senior housing also serves a broader geographic market than family housing. Seniors move to Tomball from across the county to be near children or medical facilities. Two projects within a mile aren't competing for a small neighborhood tenant pool - they're serving regional demand that one property can't meet alone.

## 3. Overcoming High Barriers to Entry

This is a prime location with a 20% increase in property values over three years. Those economics have created a barrier that keeps affordable senior housing out of the market entirely. By granting this waiver, the City allows a developer to overcome that barrier and meet the demand from seniors who want to downsize in their own community rather than leave Tomball.

## 4. Alignment with Tomball 2040

This project directly advances goals from the Tomball 2040 Comprehensive Plan, adopted in June 2025:

- **Housing Diversity:** The plan calls for medium-density residential development to bridge the gap between single-family sprawl and large apartment complexes. This is exactly that.
- **Aging in Place:** Focus group participants specifically asked the City to "remember homes for seniors." This project ensures Tomball's seniors don't have to leave their community to find housing they can afford.

The Comprehensive Plan also explicitly recommends the Housing Tax Credit program as a tool for achieving these goals. On page 87, under "Recommended Programs," the plan identifies TDHCA's Housing Tax Credit program as "a key tool for channeling private investment into the creation and maintenance of affordable rental housing." By supporting this application, the Council is not breaking new ground - it is following through on a policy recommendation it has already adopted.

### **Fiscal and Community Impact**

Age-restricted senior housing offers a favorable impact profile for the City:

- **Tax Base Without School Burden:** As a 55+ community, this project generates zero new students for Tomball ISD while contributing to the local tax base.
- **Minimal Traffic Impact:** Senior households generate significantly fewer peak-hour traffic trips than family or workforce housing.
- **Local Spending:** Seniors with stable, affordable housing have more disposable income to spend locally - at pharmacies, grocery stores, restaurants, and medical providers. Keeping seniors in Tomball keeps their spending in Tomball.

### **Developer Background**

The development team is a joint venture between RBM Living, LLC and Meridiem Development Group, LLC - pairing experienced affordable housing developers with a Houston-based partner actively building LIHTC housing in the region today.

**RBM Living** was founded in 2024 by David Roth and Taylor Brown and is focused on the development, acquisition, renovation, and operation of affordable, workforce, and conventional multifamily communities. Collectively, RBM's principals bring 40+ years of experience, 50,000+ units developed, and \$10B+ of capitalized value across 200+ completed transactions in 17 states. Both principals previously held executive roles at The NRP Group, one of the nation's largest affordable housing developers.

**Meridiem Development Group** is a Houston-area developer specializing in LIHTC and market-rate residential development, with an active regional pipeline exceeding 1,400 units and \$200M+ of active project investment. Meridiem's principals are local to the Houston region, which strengthens responsiveness and accountability to local stakeholders. Current projects under construction or in pre-development include:

- **The Arboretum at Woodland Hills** (Atascocita, 366-unit LIHTC; construction began July 2024; partnership with Houston Housing Authority)



- **Enclave on Louetta** (Spring, 358-unit LIHTC; construction began June 2025; partnership with Houston Housing Authority)
- **The Alcove at Benders Landing** (Spring, 372-unit Class A; construction began February 2025)
- **Enclave at Katy** (Katy, 360-unit LIHTC; construction started December 2025; partnership with Harris County Housing Finance Corporation)

Construction will be performed by Interwest Construction, LLC, a multifamily general contractor specializing in affordable and workforce housing. Interwest was founded and is majority-owned by Taylor Brown, a principal of RBM Living. During Mr. Brown's tenure as President of NRP Construction, he oversaw more than \$2.5 billion in construction volume and the delivery of over 20,000 multifamily units nationwide, helping NRP achieve an NMHC #3 ranking among U.S. multifamily builders in 2020. This structure - with the same team responsible for both development and construction - provides direct accountability, reduces delivery risk, and improves cost and schedule control.

## **Conclusion**

Tomball has a structural shortage of affordable senior housing. The numbers are clear: 83% of the need is unmet, the existing tax credit product have significant waitlists, and conventional market rents are out of reach for seniors on fixed incomes.

The Enclave at Tomball Square isn't duplicating what already exists. We're building a more modern and accessible product and targeting seniors the current stock can't accommodate. Granting this waiver doesn't create concentration - it creates capacity.

**We respectfully request the City Council's support for this Resolution and Waiver.**

# THE ENCLAVE AT TOMBALL SQUARE

## SENIOR RESIDENCES

A 115-Unit Senior Housing  
Mixed-Income Development

### Resolution of Support Request

Attn: David Esquivel, P.E. City Manager  
City Hall 401 Market Street  
Tomball, TX 77375

RBM Living LLC  
Meridiem Development Group LLC

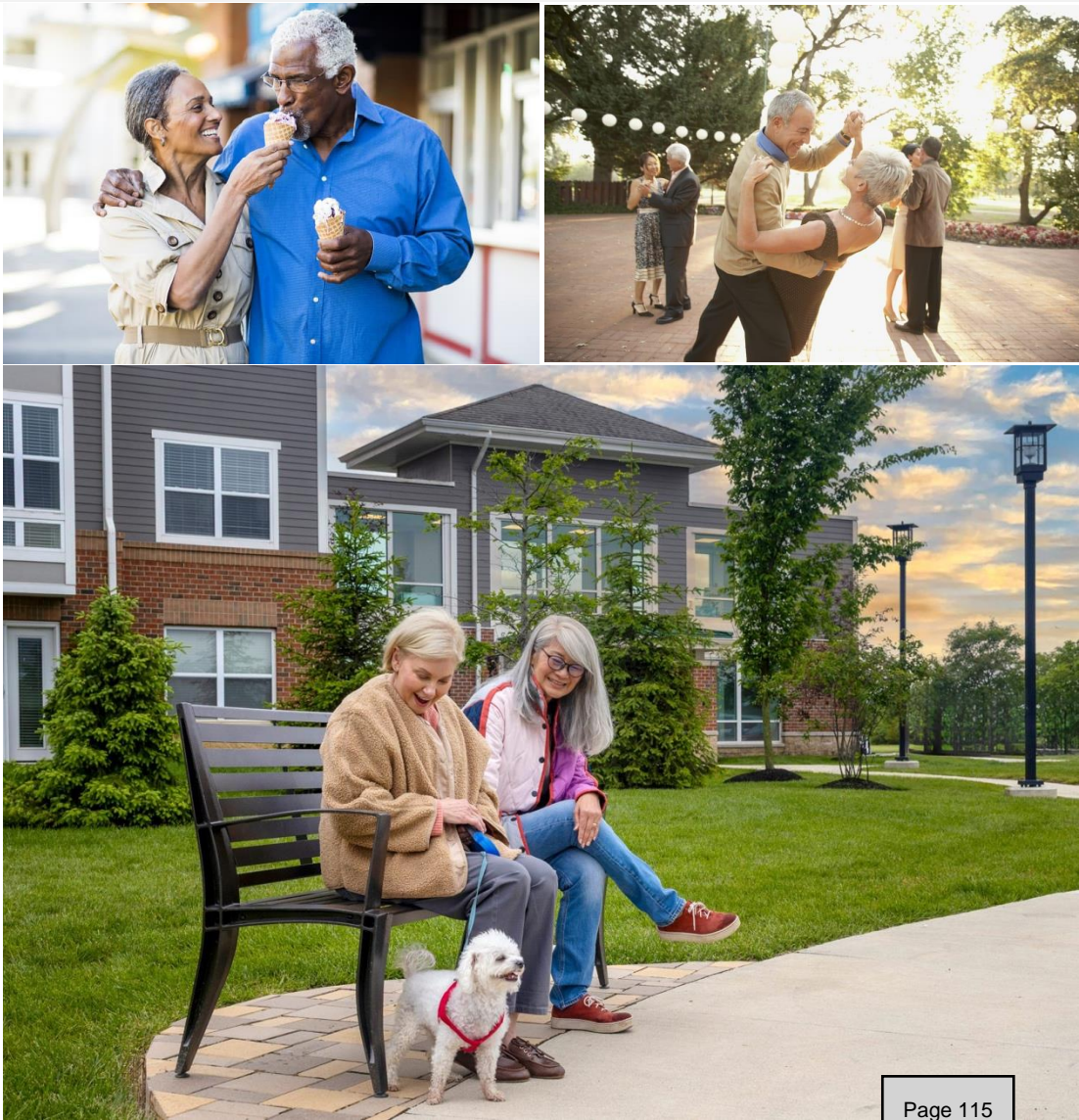




# The Enclave at Tomball Square

*An Upscale Mixed-Income Senior Living Development*

Development Name:	The Enclave at Tomball Square
Location:	Medical Complex Dr. & SH 249 (NW)
Proposed Land Use:	Mixed-Income Senior Housing (Continuing Care Retirement Community)
Current Zoning:	GR (General Retail)
Site Size:	3.3 +/- acres
Estimated Unit Count:	~110 units
Unit Mix Summary:	1BD: 28 Units (25%)   2BD: 82 Units (75%)
Average Unit Size:	1BD: 600 Sq. Ft.   2BD: 913 Sq. Ft.
Density:	+/- 35 units per acre
Construction Type:	4-Story   Wood Framed   Surface Parking
Exterior Finish:	Stone, Stucco, & Siding
Est. Total Development Cost:	~\$30 million
Est. Construction Commencement:	Q4 2026
Est. Completion Date:	Q2 2028





# The Enclave at Tomball Square

An Upscale Mixed-Income Senior Living Development





# The Enclave at Tomball Square

DESIGN FEATURES

*An Upscale Mixed-Income Senior Living Development*

## DESIGN FEATURES

### High Quality Building Materials

- Stone, Stucco, & Siding Exterior
- Metal & timber Accents
- Durable Exterior Materials with Long-Term Performance & Durability
- Energy Efficient Windows & Doors

### Thoughtfully-Integrated Resident Amenities

- Wellness & Restricted-Mobility Amenities
- Common Area Sunroom & Patio
- Enhanced Landscape Plans

### Interior & Accessibility Design

- Wide corridors and clear wayfinding
- Step-free access throughout common areas
- Non-slip flooring and high-contrast finishes

*Beautiful, resident-focused design centered on inclusivity, accessibility, and sustainability—with sensory-sensitive spaces and amenities that prioritize comfort, care, and connection.*



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# The Enclave at Tomball Square

*An Upscale Mixed-Income Senior Living Development*

COMMUNITY FEATURES

## COMMUNITY FEATURES

### Access & Security

- Gated Community with Controlled Building Access

### Community & Social Spaces

- Resident Clubhouse with Kitchen
- Community Lounge with Library and Business Center
- Art Studio
- 24hr Retail Market & Parcel Lockers

### Health & Wellness

- Fitness Center
- Telehealth & Wellness Amenities

### Outdoor Amenities

- Community Gardens & Outdoor Seating Areas
- Fully Fenced Dog Park
- Sunroom & Covered Patios



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# The Enclave at Tomball Square

An Upscale Mixed-Income Senior Living Development



# The Enclave at Tomball Square

*An Upscale Mixed-Income Senior Living Development*

## UNIT FEATURES

### UNIT FEATURES

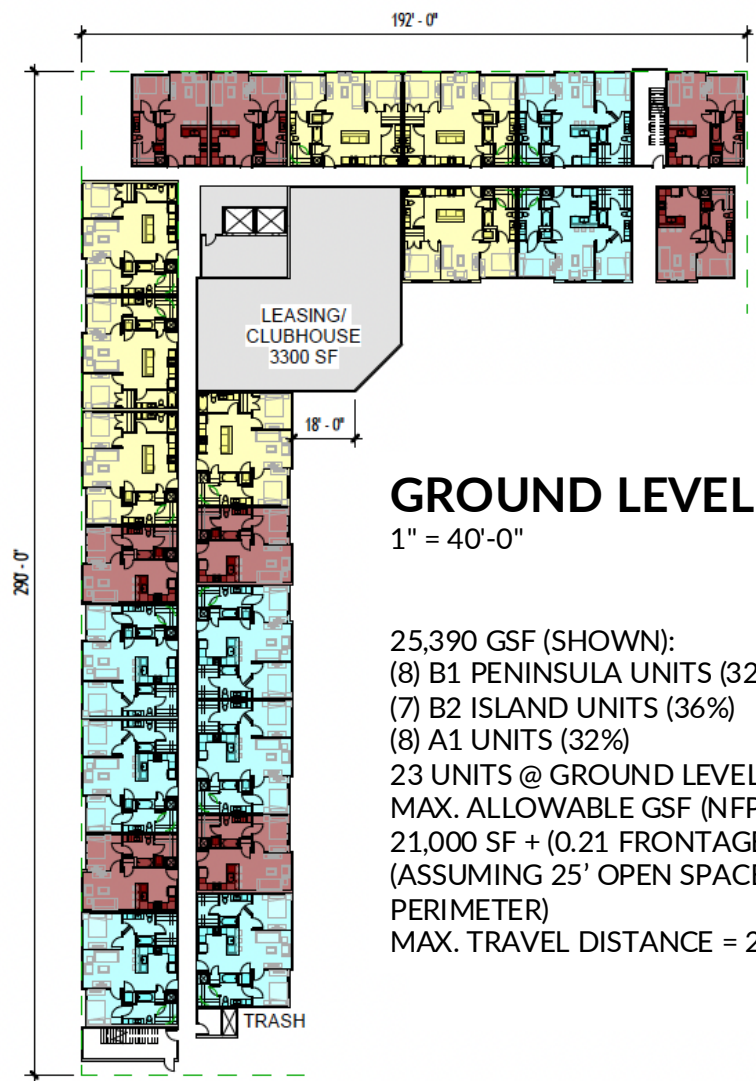
- 1 & 2 Bedrooms
- 9 Foot Ceilings
- Sleek Stone Countertops
- Wood-Style Flooring
- Designer, Energy Efficient Lighting
  - Kitchen Islands
- Stainless Steel Appliances
- In-Unit Washers & Dryers
  - Garden Patios





# The Enclave at Tomball Square

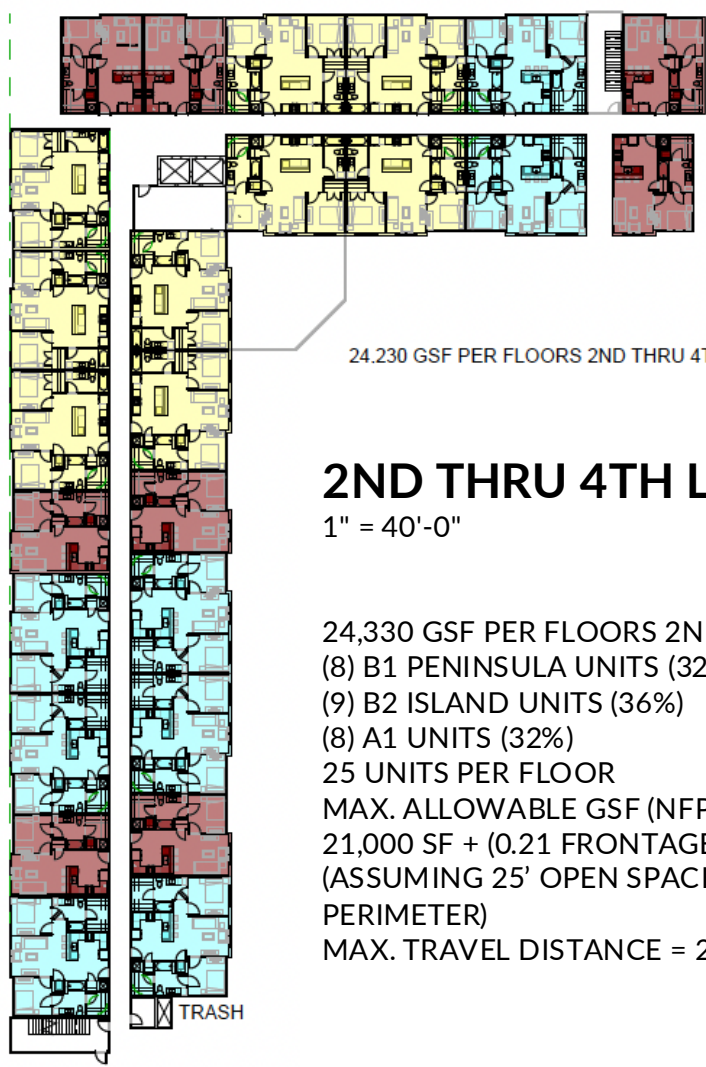
An Upscale Mixed-Income Senior Living Development



## GROUND LEVEL

1" = 40'-0"

25,390 GSF (SHOWN):  
(8) B1 PENINSULA UNITS (32%)  
(7) B2 ISLAND UNITS (36%)  
(8) A1 UNITS (32%)  
23 UNITS @ GROUND LEVEL  
MAX. ALLOWABLE GSF (NFPA 13):  
21,000 SF + (0.21 FRONTAGE INCREASE = **25,410**)  
(ASSUMING 25' OPEN SPACE AROUND 50% OF BLDG. PERIMETER)  
MAX. TRAVEL DISTANCE = 250'-0" W/NFPA 13



24,230 GSF PER FLOORS 2ND THRU 4TH (SHOWN):

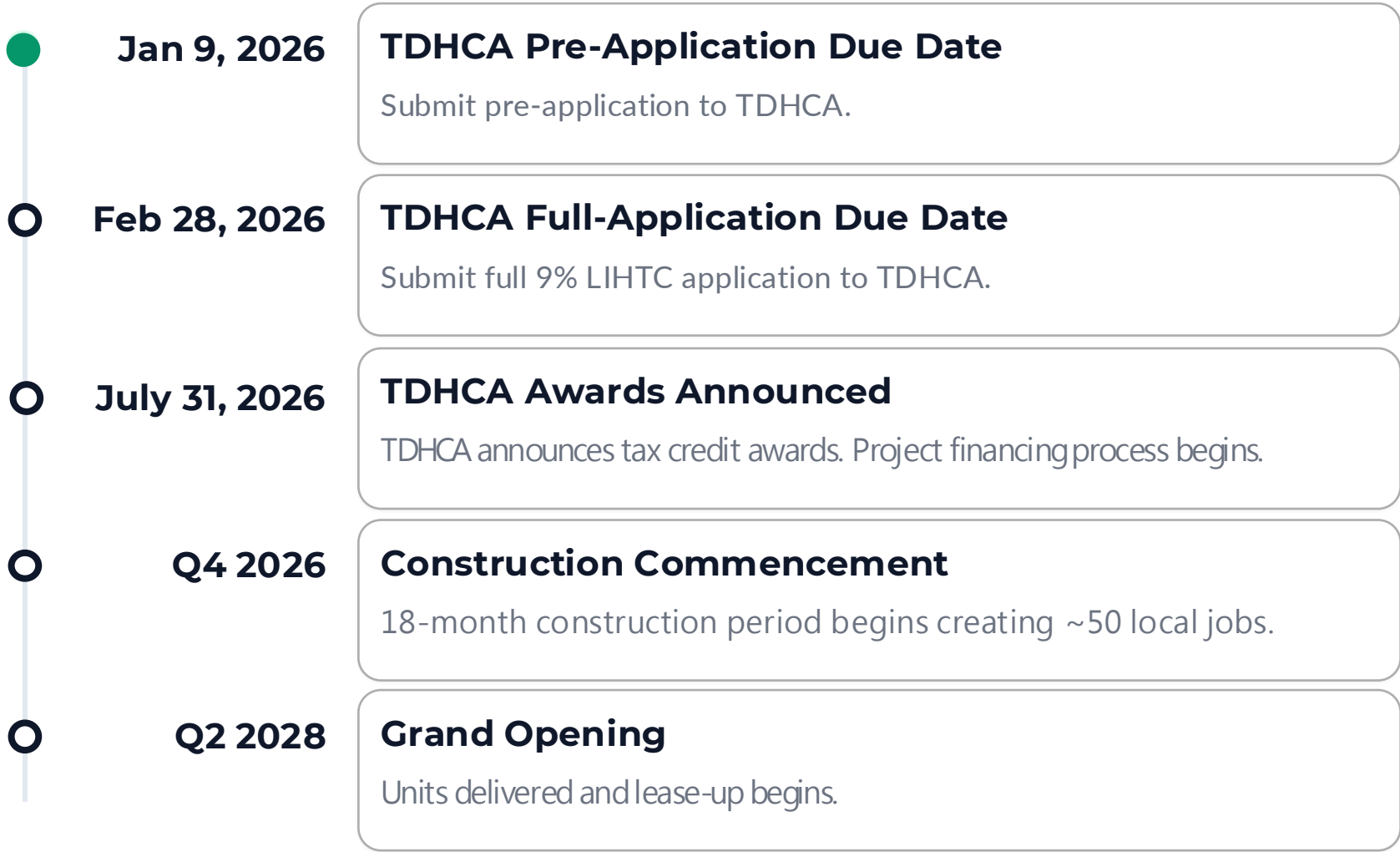
## 2ND THRU 4TH LEVEL

1" = 40'-0"

24,330 GSF PER FLOORS 2ND THRU 4TH (SHOWN):  
(8) B1 PENINSULA UNITS (32%)  
(9) B2 ISLAND UNITS (36%)  
(8) A1 UNITS (32%)  
25 UNITS PER FLOOR  
MAX. ALLOWABLE GSF (NFPA 13):  
21,000 SF + (0.21 FRONTAGE INCREASE = **25,410**)  
(ASSUMING 25' OPEN SPACE AROUND 50% OF BLDG. PERIMETER)  
MAX. TRAVEL DISTANCE = 250'-0" W/NFPA 13



## Estimated Project Timeline



## Growing Senior Population in Tomball A Community Aging in Place

Tomball’s 65+ population has doubled since 2010, growing 6x faster than all other groups combined.

As seniors age in place on fixed incomes, the demand for affordable senior housing far outpaces supply.

25%

**Total Population  
Growth Rate**

Tomball's population grew 25% from 2010-2023, reaching over 13,000 residents.

86%

**Senior Household  
Growth Rate**

Tomball’s 65+ population grew 86% from 2010-2023—3x faster than overall population growth.

21.7%

**Senior  
Concentration**

Over 1 in 5 Tomball residents are 65+, well above the 15% Texas and 17% national averages.

33%

**Senior Head  
of Household**

One-third of all Tomball households are headed by someone 65+, up from 28% in 2010.

38.6

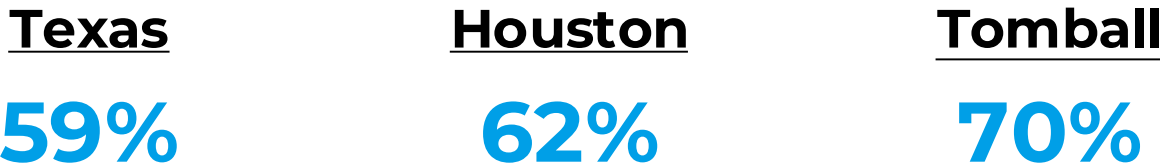
**Average  
Age**

Tomball's median age rose from 32 to 38.6 since 2020—now 3 years above the Texas average of 35.5.

An Upscale Mixed-Income Senior Living Development

## The Majority of Senior Renters in Texas Are Cost-Burdened

Percentage of Rent Burdened Senior Households (Ages 65-79) in 2023 (Census ACS):



Number of Texas Rent Burdened Seniors spending over 30% of income on housing:



When seniors devote 30% – 50%+ of a fixed income to rent, they are forced to *sacrifice essentials*. AARP Texas reports that older adults routinely forgo medical care, prescriptions, and groceries just to avoid eviction. Tax credit affordable housing changes that equation.

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: February 2, 2026

#### Topic:

Consideration of and Action on two appointments to the Tomball Regional Health Foundation (TRHF) Board of Directors for three-year terms beginning January 1, 2026.

#### Background:

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

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

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

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

**Origination:** Thomas Harris III, City Secretary

**Recommendation:** City Council appoint two members to the TRHF Board of Directors for three-year terms beginning January 1, 2026.

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

#### FUNDING (IF APPLICABLE)

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_  
If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

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

**BYLAWS  
OF  
TOMBALL HOSPITAL AUTHORITY**

**ARTICLE I. DEFINITIONS**

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



## **ARTICLE II. STATUS AND PURPOSES**

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

## **ARTICLE III. POWERS**

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

## **ARTICLE IV. OFFICES**

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

## **ARTICLE V. BOARD**

### **5.1 GENERAL POWERS.**

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

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

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

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

### **5.2 MEMBERS OF THE BOARD.**

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



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

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

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

5.7 MANNER OF ACTING.

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

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

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

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

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

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

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

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

5.9 VACANCIES.

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

**ARTICLE VI. BOARD COMMITTEES**

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

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

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

6.1.2 Nominating Committee.

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

6.1.3 Finance, Investment and Audit Committee.

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

6.1.4 Funding Committee.

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

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

6.1.5 Addition or Combination of Board Committees.

(a) Additional Board Committees.

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

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

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

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

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

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

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

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

## **ARTICLE VII. OFFICERS**

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

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

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

## **ARTICLE VIII. MISCELLANEOUS**

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



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

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

## 8.11 CONFLICT OF INTEREST.

### 8.11.1 Definitions:

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

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

### 8.11.2 Procedures:

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

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

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

(d) Violations of the Conflicts of Interest Policy.

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IX. AMENDMENTS TO BYLAWS**

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

Revised July 30, 2025

## HISTORY OF BYLAWS

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

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

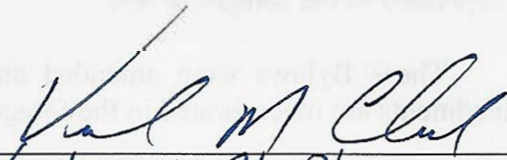
These Bylaws were amended and restated on September 25, 2013, which amendments are incorporated in the foregoing text.

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

### SECRETARY'S CERTIFICATE

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

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

  
\_\_\_\_\_  
Vicki M. Clark Secretary





# **RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOMBALL HOSPITAL AUTHORITY**

## **Establishing Board Member, Terms of Office, and Appointment Procedures**

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

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

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

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

### **1. Board Composition and Representation**

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

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

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

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

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

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

## 2. Terms of Office

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

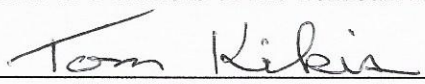
## 3. Eligibility

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

## 4. Effective Date

This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** this 24<sup>th</sup> day of September, 2025, by the Board of Directors of the Tomball Hospital Authority.

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





## CITY OF TOMBALL

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: 6/5/24

Name: Janna Hoglund

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

(Home)

City/State/Zip \_\_\_\_\_

Cell: \_\_\_\_\_

(Work)

Email: \_\_\_\_\_

I have lived in Tomball 6 years.

I am X am not \_\_\_\_ a U.S. Citizen

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

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

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

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

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

Professional and/or Community Activities: \_\_\_\_\_

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

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

Leadership North Houston Advisory Council, 2022-present

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

**Additional Pertinent Information/References:** \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

**Please attach a short biography to this application.**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**Decision-Making Boards and Commissions**

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

**Meeting Information**

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

**Separate Legal Entities**

- ( ) Tomball Economic Development Corporation

**Meeting Information**

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

☒ Tomball Regional Health Foundation

**Ad Hoc/Advisory Committees**

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

**Meeting Information**

As called

**Non-profit Corporation Boards**

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

**Meeting Information**

As called

\*\*\*\*\*

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



Signature of Applicant

*(Must be signed/signature typed in)*

Please return this application to:

City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[csso@tomballtx.gov](mailto:csso@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

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

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

*n/a*

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

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

*n/a*

Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

*n/a*

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

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

*6/4/24*  
Date

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

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

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

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

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

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

\*\*\*  
(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

## OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

Janna Hopland

2 Office Held

City Board

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

n/a

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

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

Date Gift Accepted n/a Description of Gift

Date Gift Accepted n/a Description of Gift

Date Gift Accepted n/a Description of Gift

(attach additional forms as necessary)

6 SIGNATURE

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

Janna Hopland  
Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

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

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

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

Janna Hopland  
Signature of Local Government Officer (Declarant)

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

---

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

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

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

\*\*\*

- (2) the vendor:

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

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



## Board Member Election on Disclosure

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

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

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

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

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

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

\_\_\_ home address

\_\_\_ home telephone number

\_\_\_ personal email address

\_\_\_ cell or pager numbers not paid for by the City

\_\_\_ emergency contact information

\_\_\_ information that reveals whether I have family members.

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

Janna Hoglund  
Board Member's Signature

6/4/24  
Date

Janna Hoglund  
Board Member's Printed Name



## Appendix D

### Acknowledgment of Receipt and Understanding

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

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

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

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

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

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

Janna Hopland  
Signature of Applicant for Appointment

Janna Hopland  
Printed Name of Applicant

6/4/2024  
Date:

# Janna V. Hoglund, MLIS

---

June 5, 2024

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

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

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

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

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

Sincerely,

*Janna Hoglund*



## CITY OF TOMBALL

### APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Name: Sharon V Frank

Address: [REDACTED]

City/State/Zip [REDACTED]

Email: [REDACTED]

Date: 6/20/25

Phone: [REDACTED]

(Home)

Phone: n/a

(Work)

Cell: [REDACTED]

I have lived in Tomball 32 years.

I am x am not     a U.S. Citizen

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

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

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

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

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

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

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

**Please attach a short biography to this application.**

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

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

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

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

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

Decision-Making Boards and Commissions

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

Meeting Information

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

Separate Legal Entities

- ( ) Tomball Economic Development Corporation

Meeting Information

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

- ☒ Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

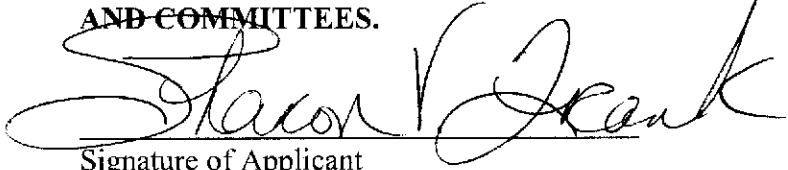
- ( ) Tomball Legacy Fund, Inc.  
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

\*\*\*\*\*

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



Signature of Applicant

*(Must be signed/signature typed in)*

Please return this application to:

City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[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)

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

n/a

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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



# **LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT**

**FORM CIS**

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

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

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

## **OFFICE USE ONLY**

Date Received

1 Name of Local Government Officer

N/A

2 Office Held

N/A

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

N/A

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

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

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

6 SIGNATURE

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

*[Signature]*  
Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

(2) Unsworn Declaration

My name is \_\_\_\_\_ and my date of birth is \_\_\_\_\_

My address is \_\_\_\_\_

(street)

(city)

(state)

(zip code)

(country)

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

Signature of Local Government Officer (Declarant)

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

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

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

\*\*\*

- (2) the vendor:

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



## Board Member Election on Disclosure

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

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

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

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

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

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

\_\_\_ home address

\_\_\_ home telephone number

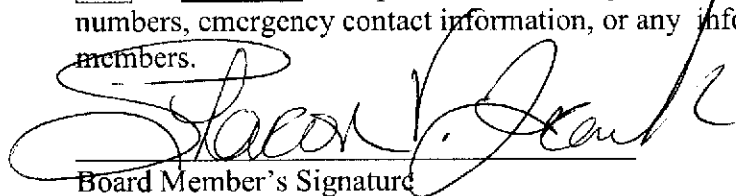
\_\_\_ personal email address

\_\_\_ cell or pager numbers not paid for by the City

\_\_\_ emergency contact information

\_\_\_ information that reveals whether I have family members.

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

  
Board Member's Signature

20 June 2025

Date

Sharon V. Frank

Board Member's Printed Name

**BYLAWS  
OF  
TOMBALL HOSPITAL AUTHORITY**

2013

**ARTICLE I. DEFINITIONS**

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

## ARTICLE II. STATUS AND PURPOSES

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

### ARTICLE III. POWERS

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

## ARTICLE IV. OFFICES

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

## ARTICLE V. BOARD

## 5.1 GENERAL POWERS.

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

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

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

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

## 5.2 MEMBERS OF THE BOARD.

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

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

5.2.1 Staggered Terms. Board Members shall be divided into three groups to be designated Class A, Class B and Class C. Class A Board Members (5 members) shall be appointed by City Council according to provisions set forth in the Creating Ordinance. Class B and Class C Board Members (3 members each) shall be elected by the Board in alternating years.

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

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

5.2.4 Criteria for Selection of Board Members.

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

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

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

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

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

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

5.7 MANNER OF ACTING.

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

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

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

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

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

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

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

5.9 VACANCIES.

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

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

## ARTICLE VI. BOARD COMMITTEES

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

6.1.1 Executive Committee.

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

6.1.2 Nominating Committee.

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



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

6.1.3 Finance, Investment and Audit Committee.

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

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

#### 6.1.3 Funding Committee.

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

#### 6.1.4 Addition or Combination of Board Committees.

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

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

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

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

## **ARTICLE VII. OFFICERS**

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

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

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

#### ARTICLE VIII. MISCELLANEOUS

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

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

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

8.11 CONFLICT OF INTEREST.

8.11.0 Definitions:

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

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

8.11.1 Procedures:

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

Board-delegated powers considering the proposed transaction or arrangement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IX. AMENDMENTS TO BYLAWS**

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



Revised: \_\_\_\_\_

### SECRETARY'S CERTIFICATE

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

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



Ellen Stutts, Secretary

## **HISTORY OF BYLAWS**

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

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

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

## Ordinance 737

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

(SEAL)

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

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

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

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

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

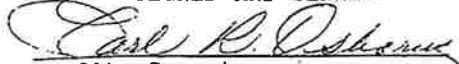
ORDINANCE FINDING IT IS TO THE BEST INTEREST OF THE CITY OF TOMBALL, TEXAS, AND ITS INHABITANTS TO CREATE A HOSPITAL AUTHORITY WITHOUT TAXING POWER UNDER THE HOSPITAL AUTHORITY ACT (COMPILED AS ARTICLE 4437e, VERNON'S ANNOTATED TEXAS CIVIL STATUTES) AND CREATING SUCH A HOSPITAL AUTHORITY; DESIGNATING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

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

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

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

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

  
City Secretary  
(SEAL)

  
Mayor



# City Council Meeting

## Agenda Item

### Data Sheet

**Meeting Date:** February 2, 2026

**Topic:**

First and Final Reading – Consideration of and action on Ordinance No. 2026-06, an Ordinance of the City of Tomball, Texas calling a general election to be held on May 2, 2026, for the purpose of electing city officers to Council Member Position 1 and Council Member Position 5; designating the polling places and appointing election officials for such election; providing for ballots; designating the time and place for holding such elections; providing for notices; providing for publication; providing for severability; and, providing an effective date.

**Background:**

Ordinance No. 2026-06 orders the Regular City Officer's Election, which will be held on Saturday, May 2, 2026 for Council Position 1 & Council Position 5.

The first day to file an Application for Place on Ballot is January 14, 2026; the last day to file an Application for Place on Ballot is Friday, February 13, 2026 at 5:00 p.m.

Should a Runoff Election be required, the date of the Runoff Election is designated to be Saturday, June 13, 2026.

As in previous years, a provision has been included to authorize the City Secretary to select an Acting Presiding or Acting Alternate Presiding Judge from the qualified pool of Election Clerks if either the Presiding Judge or the Alternate Presiding Judge is unable to perform his/her assigned duties for whatever reason.

**Origination:** City Secretary

**Recommendation:**

Approve Ordinance No. 2026-06

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

Thomas Harris III, City  
Secretary

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: February 2, 2026

#### Topic:

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

#### Background:

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

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

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

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

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

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

**Origination:** Project Management

**Recommendation:**

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

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

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

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

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

**WITNESSETH:**

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

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

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

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

**SECTION I.  
SCOPE OF AGREEMENT**

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

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

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

## **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 **\$75,900**, including reimbursable expenses as identified in Exhibit "A", for a total contract amount not to exceed **\$150,885**.

## **SECTION VIII. INSURANCE**

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

## **SECTION IX. TERMINATION**

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

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

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

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

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

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

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

## **SECTION XI. LIMIT OF APPROPRIATION**

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

## **SECTION XII. SUCCESSORS AND ASSIGNS**

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

**SECTION XIII.  
DISCLOSURE OF INFORMATION**

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

**SECTION XIV.  
MODIFICATIONS**

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

**SECTION XV.  
ADDITIONAL SERVICES OF ENGINEER**

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

**SECTION XVI.  
CONFLICTS OF INTEREST**

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

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

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



**XVIII.  
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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



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Name: Kyle Bertrand, PC  
Title: Associate Vice President

**CITY OF TOMBALL, TEXAS**

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David Esquivel, City Manager

ATTEST:

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Thomas Harris III, City Secretary

# EXHIBIT A

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

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

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

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

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

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

Exclusions listed in the original agreement remain unchanged.

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

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

## SUPPLEMENTAL No. 1 SECTION VII ENGINEER'S COMPENSATION

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

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

## SUPPLEMENTAL No. 1 SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

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

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

## SECTION X LIMIT OF APPROPRIATION

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

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

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2026

**ENGINEER:**  
**AIG Technical Services, LLC**

By:   
Name: Kyle A. Bertrand, PE  
Title: Associate Vice President

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, PE, City Manager

ATTEST:

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



January 2, 2026

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

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

Dear Mr. Rummel,

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

### **Project Location**

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

### **Survey Scope**

#### **Control:**

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

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

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

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

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

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

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

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

### **SUE Scope**

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

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

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

### **Schedule**

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

**Deliverables****Survey:**

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

**SUE :**

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

**Estimated Cost**

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

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

**Total For All Services: \$ 59,906.00**

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

Sincerely,



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



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: February 2, 2026

#### Topic:

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

#### Background:

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

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

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

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

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

**Origination:** Project Management

**Recommendation:**

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

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

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

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

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

**WITNESSETH:**

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

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

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

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

**SECTION I.  
SCOPE OF AGREEMENT**

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

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

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

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

### **SECTION III. OWNERSHIP OF WORK PRODUCT**

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

### **SECTION IV. TIME FOR PERFORMANCE**

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

### **SECTION V. COMPLIANCE AND STANDARDS**

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

## **SECTION VI. INDEMNIFICATION**

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

## **SECTION VII. ENGINEER'S COMPENSATION**

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

## **SECTION VIII. INSURANCE**

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

## **SECTION IX. TERMINATION**

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

the City when and if this Agreement is terminated.

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

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

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

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

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

**SECTION XI.  
LIMIT OF APPROPRIATION**

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

**SECTION XII.  
SUCCESSORS AND ASSIGNS**

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

**SECTION XIII.  
DISCLOSURE OF INFORMATION**

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

**SECTION XIV.  
MODIFICATIONS**

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

**SECTION XV.  
ADDITIONAL SERVICES OF ENGINEER**

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

**SECTION XVI.  
CONFLICTS OF INTEREST**

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

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

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

**XVIII.  
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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



EXECUTED on this 9th day of January, 2026.

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

Diana Peross

Name: Diana Perossa, PE

Title: President/Chief Engineer

**CITY OF TOMBALL, TEXAS**

David Esquivel, City Manager

ATTEST:

Thomas Harris III, City Secretary

# EXHIBIT A



**EUSI**

Engineered Utility  
Solutions, Inc.

Texas Registered Firm F-20659

December 30, 2025

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

**VIA EMAIL ONLY**

Re: Design Proposal for City Gate #4

Dear Drew:

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

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

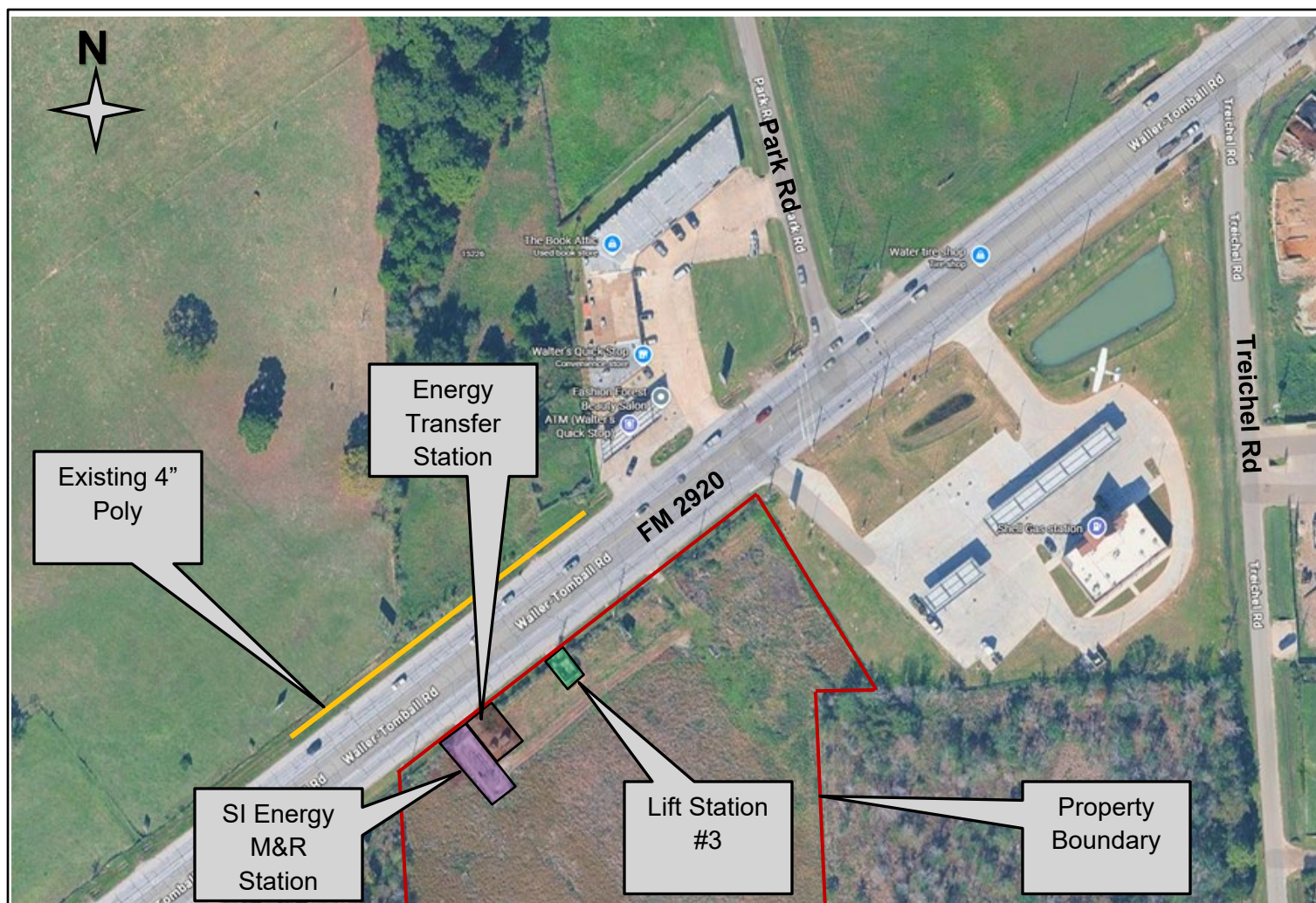


Exhibit 1: Tentative Site Location Details

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

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

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

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

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



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

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

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

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

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

Regards,



Diana Perossa, PE

President | Chief Engineer

c: Jeff Rogers, PE  
Megan Mageo  
Will Goff

# City Council Meeting

## Agenda Item

### Data Sheet

**Meeting Date:** February 2, 2026

**Topic:**

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

- Sec. 551.072 – Deliberations regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
- Sec. 551-076 – 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	_____	Approved by	_____
	Staff Member		City Manager
	Date		Date