

NOTICE OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**Monday, May 05, 2025
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, May 05, 2025 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The 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: 883 7821 8202 Passcode: 142141. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Invocation - Led by Father Tommy, St. Anne Catholic Church
- C. Pledges to U.S. and Texas Flags
- D. Presentations
 - 1. Proclamation – “National Hurricane Preparedness Week” May 4 – May 10, 2025
Proclamation - “National Police Week” May 11-17, 2025
Proclamation – “National Economic Development Week” May 12-16, 2025
 - 2. Presentation of proposed, pending, and passed bills in the 2025 Texas Legislative Session.
- E. 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.]

F. Reports and Announcements

1. Announcements

I. Upcoming Events:

- May 7, 2025 – Coffee with a Cop from 8:30 – 10 a.m. at Starbucks (14314 FM 2920)
- May 8, 2025 – Kaffeeklatsch from 8:30 – 10 a.m. at Tomball Community Center
- May 10, 2025 – 2nd Saturday from 5 – 9 p.m. at Tomball Depot Plaza
- May 15, 2025 – Police Memorial from 11 a.m. – 1 p.m. at Tomball Community Center
- May 16, 2025 – Matheson Park Grand Reopening/Ribbon Cutting from 10 a.m. – Noon at Jerry Matheson Park
- May 29, 2025 – Let's Talk! DWI & Safe Driving from 6 – 7 p.m. at Tomball Community Center

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

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

- 1.** Adopt, on Second Reading, Ordinance No. 2025-13, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.05 acres of land legally described as a being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, within the City of Tomball, Harris County, Texas; providing for a penalty of an

amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

2. Adopt, on Second Reading, Ordinance No. 2025-14, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from the Single-Family-20 Estate Residential (SF-20-E) zoning district to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

H. 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 April 21, 2025, Special and Regular City Council meetings.
2. Approve Supplemental Number One, amending the Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2023-10019, Baker Drive Water Plant project, for a net decrease of \$22,827, for a total contract amount not-to-exceed \$1,826,260, 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 Fiscal Year 2024-2025 Capital Improvement Budget.
3. Approve Supplemental Number Two, amending the Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2023-10010, East Water Plant project, for a net decrease of \$181,019, for a total contract amount not-to-exceed \$2,435,105, 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 Fiscal Year 2024-2025 Capital Improvement Budget.
4. Approve Supplemental Number Three, amending the Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2019-10008, FM 2920 Lift Station Consolidation project, in the amount of \$176,021, for a total contract amount not-to-exceed \$2,394,179, 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 Fiscal Year 2024-2025 Capital Improvement Budget.

- [5.](#) Approve a services agreement with Roofing Solutions, LLC for Contract Number 2025-10012, City Hall and Police Department Roof Replacement (CSB No, 2025-11), for a total contract amount not-to-exceed \$181,000, 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 Fiscal Year 2024-2025 budget.
- [6.](#) Adopt, on First Reading, Ordinance No. 2025-16, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Winfrey Estates Public Improvement District Number 12 (PID 12).
- [7.](#) Approve a Professional Services Agreement with Oller Engineering, Inc. for Project Number 2025-10014, Electrical Study & Report – Water Wells, for a total contract amount not-to-exceed \$10,000, 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 Fiscal Year 2024-2025 Budget under Professional Services – Engineering.

I. New Business

- [1.](#) Consideration and discussion regarding future appointment/reappointment to the Tomball Economic Development Corporation.
- [2.](#) Consideration and discussion regarding a future appointment to the Planning & Zoning Commission and Capital Improvement Advisory Committee.
- [3.](#) Approve Tomball Gateway and Wayfinding Ad-Hoc Committee.
- [4.](#) 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

J. 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 2nd day of May 2025 by 12:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Shannon Bennett, TRMC
Assistant 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: May 5, 2025

Topic:

- Proclamation – “National Hurricane Preparedness Week” May 4 – May 10, 2025
- Proclamation - “National Police Week” May 11-17, 2025
- Proclamation – “National Economic Development Week” May 12-16, 2025

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	_____	Approved by	_____
	Staff Member		City Manager
	Date		Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 5, 2025

Topic:

Presentation of proposed, pending, and passed bills in the 2025 Texas Legislative Session.

Background:

The 89th Session of the Texas Legislature began on Jan. 14, 2025, with early bill filing beginning in Nov. 2023. Since the Session began, 7,004 House bills have been filed and 3,683 Senate bills have been filed, for a total of 10,687 filed pieces of legislation.

Thousands of filed bills impact Texas cities in a variety of ways, including limiting local authority on key issues such as community development and land use, public safety, transparency, finance and revenue, and more.

This item is to provide Council an update on legislative activity as we enter the final month of the legislative session.

Origination: City Manager's Office

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda: Jessica Rogers, Assistant 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: Jessica Rogers 4/30/2025 **Approved by:** _____
Staff Member Date City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: May 5, 2025

Topic:

Upcoming Events:

- May 7, 2025 – Coffee with a Cop from 8:30 – 10 a.m. at Starbucks (14314 FM 2920)
- May 8, 2025 – Kaffeeklatsch from 8:30 – 10 a.m. at Tomball Community Center
- May 10, 2025 – 2nd Saturday from 5 – 9 p.m. at Tomball Depot Plaza
- May 15, 2025 – Police Memorial from 11 a.m. – 1 p.m. at Tomball Community Center
- May 16, 2025 – Matheson Park Grand Reopening/Ribbon Cutting from 10 a.m. – Noon at Jerry Matheson Park
- May 29, 2025 – Let's Talk! DWI & Safe Driving from 6 – 7 p.m. at Tomball Community Center

Background:

Origination: Marketing Department

Recommendation:

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

Chrislord Templonuevo, Marketing
Director

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____

To account # _____

Signed

Staff Member

Date

Approved by

City Manager

Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 5, 2025

Topic:

Adopt, on Second Reading, Ordinance No. 2025-13, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.05 acres of land legally described as a being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Approved on First Reading on April 21, 2025. On April 14th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. The applicant presented their request and no one from the public spoke during the public hearing. Topics of discussion included the property's Future Land Use designation and access to FM 2920.

Origination: Louetta Leasing LP, represented by Kimley-Horn & Associates, Inc.

Recommendation:

The approval of the requested zoning will promote a new development that is not consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area. However, over 95 percent of the property is already within the Commercial and General Retail Zoning District and is designated as Corridor Commercial by the Comprehensive Plan's Future Land Use Map. The subject property is accessed by FM 2920 which is classified as a Major Arterial by the City of Tomball's Major Thoroughfare Plan. Roads such as this are designed to accommodate large volumes of commercial traffic. The unique location of the small piece of property proposed to be rezoned (between the current Commercial District and the M-124 drainage ditch) makes the Future Land Use designation of Neighborhood Residential difficult to achieve. Furthermore, the M-124 drainage ditch provides an adequate buffer to the existing residential area to the north.

The Planning & Zoning Commission recommended approval with a 4-0 vote.

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

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 1.05 ACRES OF LAND LEGALLY DESCRIBED AS BEING A PORTION OF LOT 1-B, BLOCK 1 OF TOMBALL 2920 REPLAT NO. 1 FROM THE AGRICULTURAL (AG) ZONING DISTRICT TO THE COMMERCIAL (C) ZONING DISTRICT. THE PROPERTY IS LOCATED WITHIN THE 14600 BLOCK (NORTH SIDE) OF FM 2920, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Louetta Leasing LP, represented by Kimley-Horn & Associates, Inc., has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.05 acres of land legally described as being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from the Agricultural (AG) zoning district to the Commercial (C) zoning district; and

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

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

Whereas, the City Council deems it appropriate to grant the requested rezoning.

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

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

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

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

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2025.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2025.

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

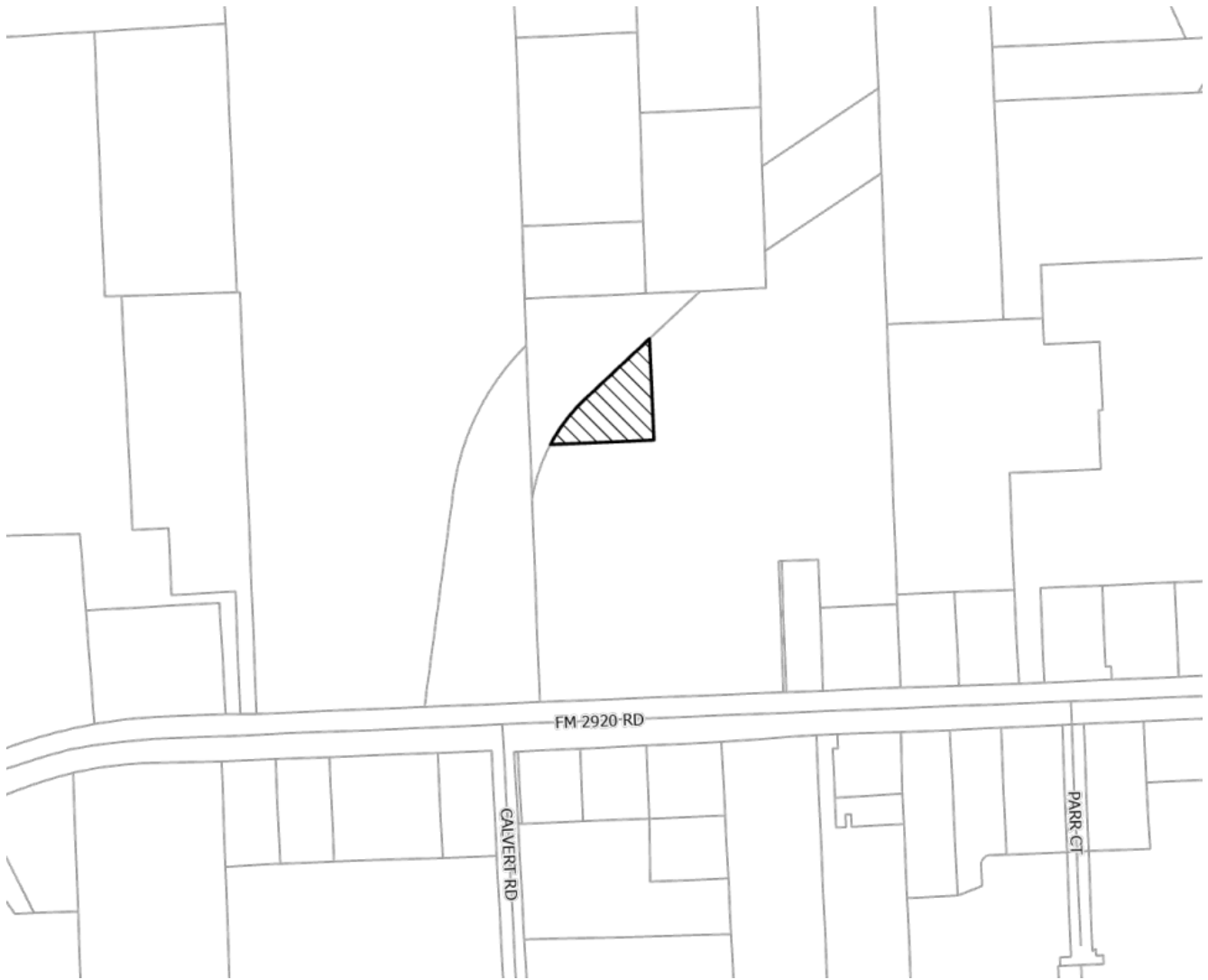
LORI KLEIN QUINN, Mayor

ATTEST:

Shannon Bennett, TRMC
Assistant City Secretary

Exhibit "A"

Location: Within the 14600 block (north side) of FM 2920, City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
APRIL 14, 2025
&
CITY COUNCIL
APRIL 21, 2025**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, April 14, 2025, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, April 21, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z25-03: Request by Louetta Leasing LP, represented by Kimley-Horn & Associates, Inc., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.05 acres of land legally described as being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from Agricultural (AG) to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-06: Request by James Grappe, represented by Adkisson GC Partners LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from Single-Family-20 Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas.

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

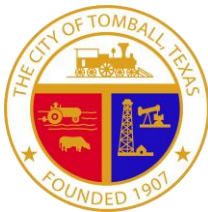
C E R T I F I C A T I O N

I hereby certify that the above notice of the meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 11th day of April 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley

Benjamin Lashley
Assistant City Planner

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



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z25-03

3/31/2025

The Planning & Zoning Commission will hold a public hearing on **April 14, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Louetta Leasing LP, represented by Kimley-Horn & Associates, Inc., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.05 acres of land legally described as being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from Agricultural (AG) to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning**. The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **April 21, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

For the PLANNING & ZONING COMMISSION

Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-03

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

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

Name:
Parcel I.D.:
Address:

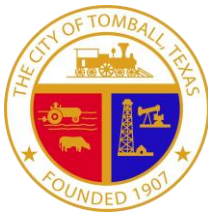
Email: blashley@tomballtx.gov

I am in favor ☐

I am opposed ☐

Additional Comments:

Signature: _____

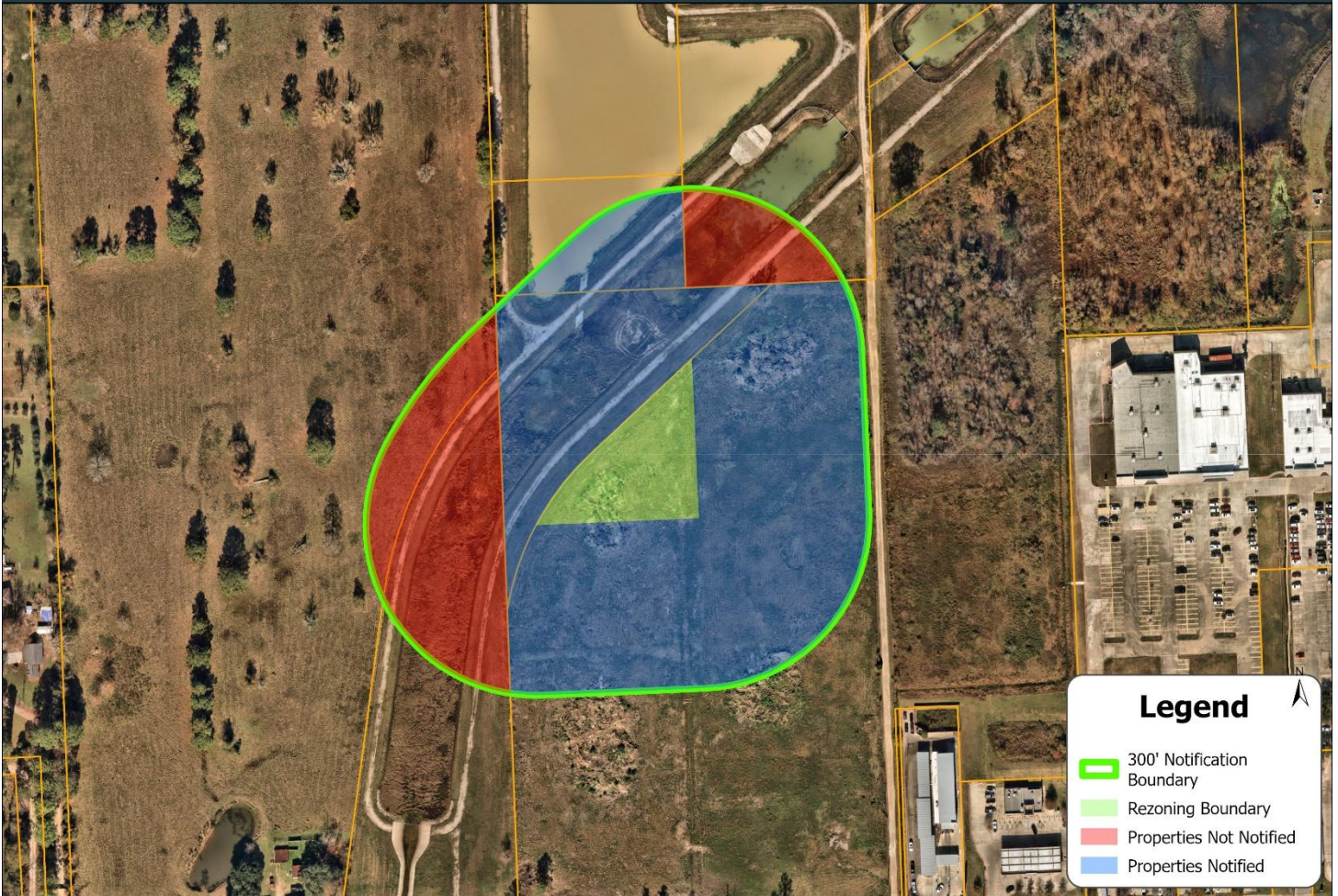


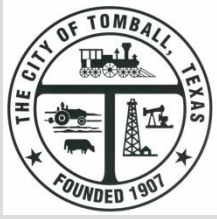
City of Tomball
Community Development Department

Z25-03



Notification Boundary





Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: April 14, 2025

City Council Public Hearing Date: April 21, 2025

Rezoning Case: Z25-03

Property Owner(s): Louetta Leasing LP

Applicant(s): Kimley-Horn & Associates

Legal Description: Approximately 1.05 acres of land legally described as being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1

Location: 14600 block (north side) of FM 2920 (Exhibit “A”)

Area: 1.05 acres

Comp Plan Designation: Neighborhood Residential (Exhibit “B”)

Present Zoning: Agricultural (AG) District (Exhibit “C”)

Request: Rezone from the Agricultural (AG) to the Commercial (C) District

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Agricultural (AG)	M-124 Drainage ditch
South	Commercial (C)	Vacant building, Moore Supply Co., retail center, and undeveloped land
East	Commercial (C)	Undeveloped land and retail center
West	Agricultural (AG)	M-124 Drainage ditch

BACKGROUND

The majority of the subject property has been within the City of Tomball’s Commercial zoning district since the adoption of zoning in February 2008; however, a small portion (1.05 acres) was assigned to the Agricultural District (Exhibit C). The property is currently vacant with no structures present. In January of this year an adjacent property to the south was successfully rezoned from the Agricultural to the Commercial zoning district. The applicants’ intent is to have their entire property within the same zoning district.

ANALYSIS

Comprehensive Plan Analysis: The property is designated as “Neighborhood Residential” by the Comprehensive Plan’s Future Land Use Map. The Neighborhood Commercial designation is intended for areas predominantly comprised of single-family detached housing.

According to the Comprehensive Plan, land uses should include single-family detached residential with appropriate secondary uses of parks, schools, public facilities, and limited commercial services.

The Comprehensive Plan identifies the following zoning districts as compatible with the Neighborhood Residential designation: Single-Family Estate Residential – 20 (SF-20-E), Single-Family Residential – 9 (SF-9), Single-Family Residential – 7.5 (SF-7.5), and Single-Family Residential – 6 (SF-6).

Staff Review Analysis: The approval of the requested zoning will promote a new development that is not consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area. However, over 95 percent of the property is already within the Commercial and General Retail Zoning District and is designated as Corridor Commercial by the Comprehensive Plan’s Future Land Use Map. The subject property is accessed by FM 2920 which is classified as a Major Arterial by the City of Tomball’s Major Thoroughfare Plan. Roads such as this are designed to accommodate large volumes of commercial traffic. The unique location of the small piece of property proposed to be rezoned (between the current Commercial District and the M-124 drainage ditch) makes the Future Land Use designation of Neighborhood Residential difficult to achieve. Furthermore, the M-124 drainage ditch provides an adequate buffer to the existing residential area to the north.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on March 31, 2025. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan
- C. Zoning Map
- D. Site Photos
- E. Rezoning Application

Exhibit "A"
Aerial Location Map



Location



Exhibit "B"
Future Land Use Plan



Future Land Use

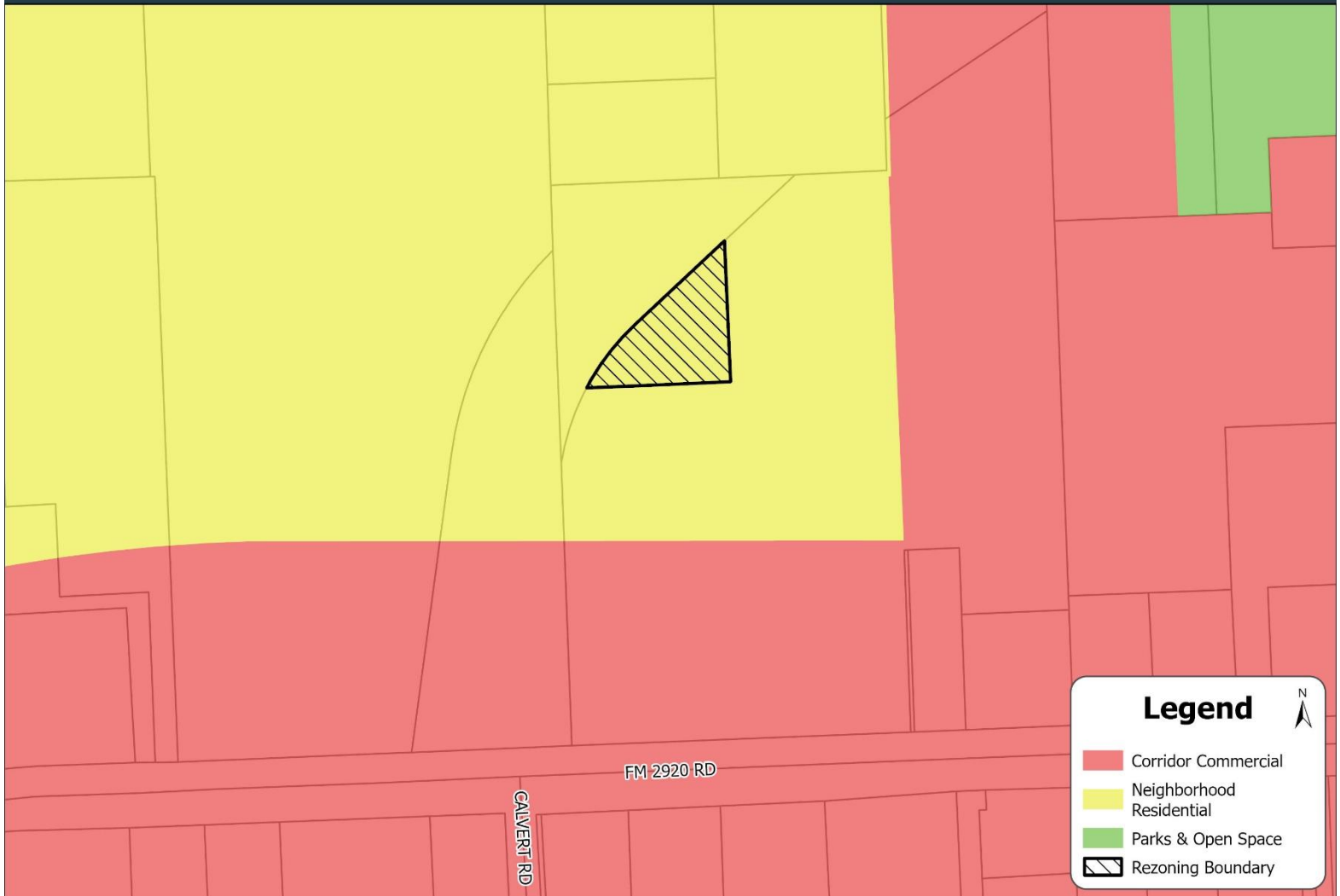
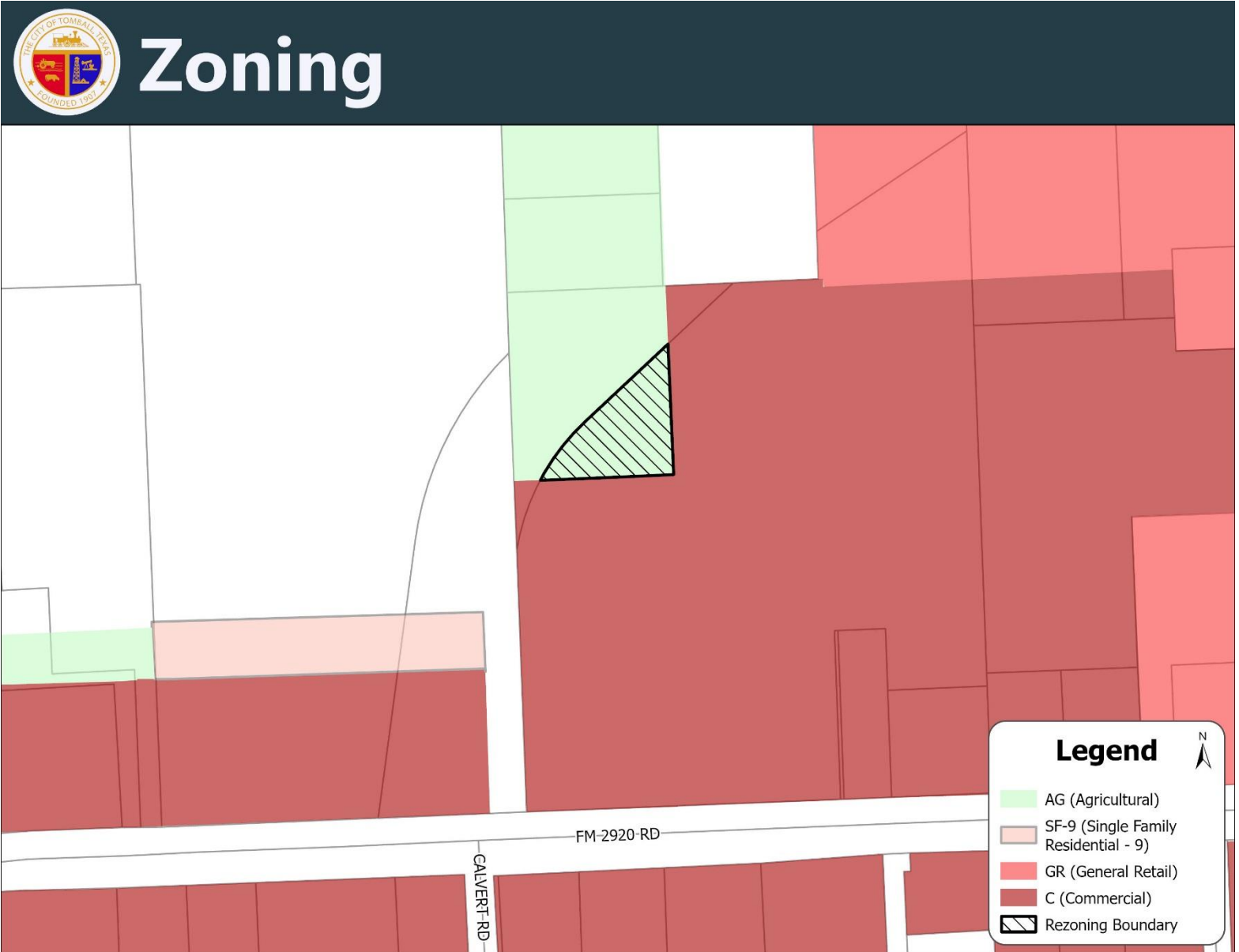


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo(s)**

Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Exhibit "E"
Rezoning Application



Revised: 10/1/2022

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

DIGITAL PLAN SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING
THE WEBSITE BELOW:

WEBSITE: tomballtx.gov/securesend
USERNAME: [tombalcedd](#)
PASSWORD: [Tomball1](#)

Applicant

Name: Kimley-Horn & Associates Title: Owner's Representative
Mailing Address: 11720 Amber Park Drive, Suite 600 City: Alpharetta State: GA
Zip: 30009 Contact: Jordan Corbitt, P.E.
Phone: (770) 545-6103 Email: jordan.corbitt@kimley-horn.com

Owner

Name: Louetta Leasing, L.P. Title: _____
Mailing Address: 11011 Northpointe Blvd., Suite D City: Tomball State: TX
Zip: 77375 Contact: Shane Wilson
Phone: (832) 641-7604 Email: lmc3802@aol.com

Engineer/Surveyor (if applicable)

Name: Bowman Consulting Group Title: Registered Land Surveyor
Mailing Address: 1445 N. Loop W. Suite 450 City: Houston State: TX
Zip: 77008 Contact: Mark Piriano, R.P.L.S.
Phone: (713) 993-0333 Fax: (_____) _____ Email: mpiriano@bowman.com

Description of Proposed Project: N/A

Physical Location of Property: North of FM 2920, approximately 90' east of Calvert Road

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: ALTA/NSPS and Topographic Survey of Two Tracts
Tomball 2920 Replat No. 1: Joseph House Survey, A-34
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: AG (Agricultural) and C (Commercial)

Revised: 10/1/2022

Current Use of Property: Undisturbed Land

Proposed Zoning District: C (Commercial)

Proposed Use of Property: N/A

HCAD Identification Number: 1332640010002 Acreage: 14,306 AC

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

	
<small>Digitally signed by Jordan Corbitt DN: C=US, E=jordan.corbitt@kimley-horn.com, O=Kimley-Horn, CN=Jordan Corbitt Date: 2024.07.10 17:13:15-04'00'</small>	
X	07/10/2024
Signature of Applicant	Date
	
X	7/12/2024
Signature of Owner	Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: \$1,000.00 (standard zoning) or \$1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

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

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

January 6, 2025

City of Tomball
501 James Street
Tomball, TX 77375

RE: Rezoning Request: Agricultural to Commercial

The purpose of this request is to rezone a portion of the 3.509-acre Tract 2 at Tomball 2920 Replat No. 1 Joeseph House Survey, A-34 Harris County, Texas. The majority of the property is zoned Commercial; however, a portion of Tract 2 is zoned Agricultural according to the City of Tomball's GIS data. We are requesting the Agricultural section of the property be rezoned to Commercial so that the entire property be zoned under a single use. There is currently no final plat for the site.

Below is the City of Tomball zoning map depicting the property boundary and the area within the property that is zoned Agricultural:



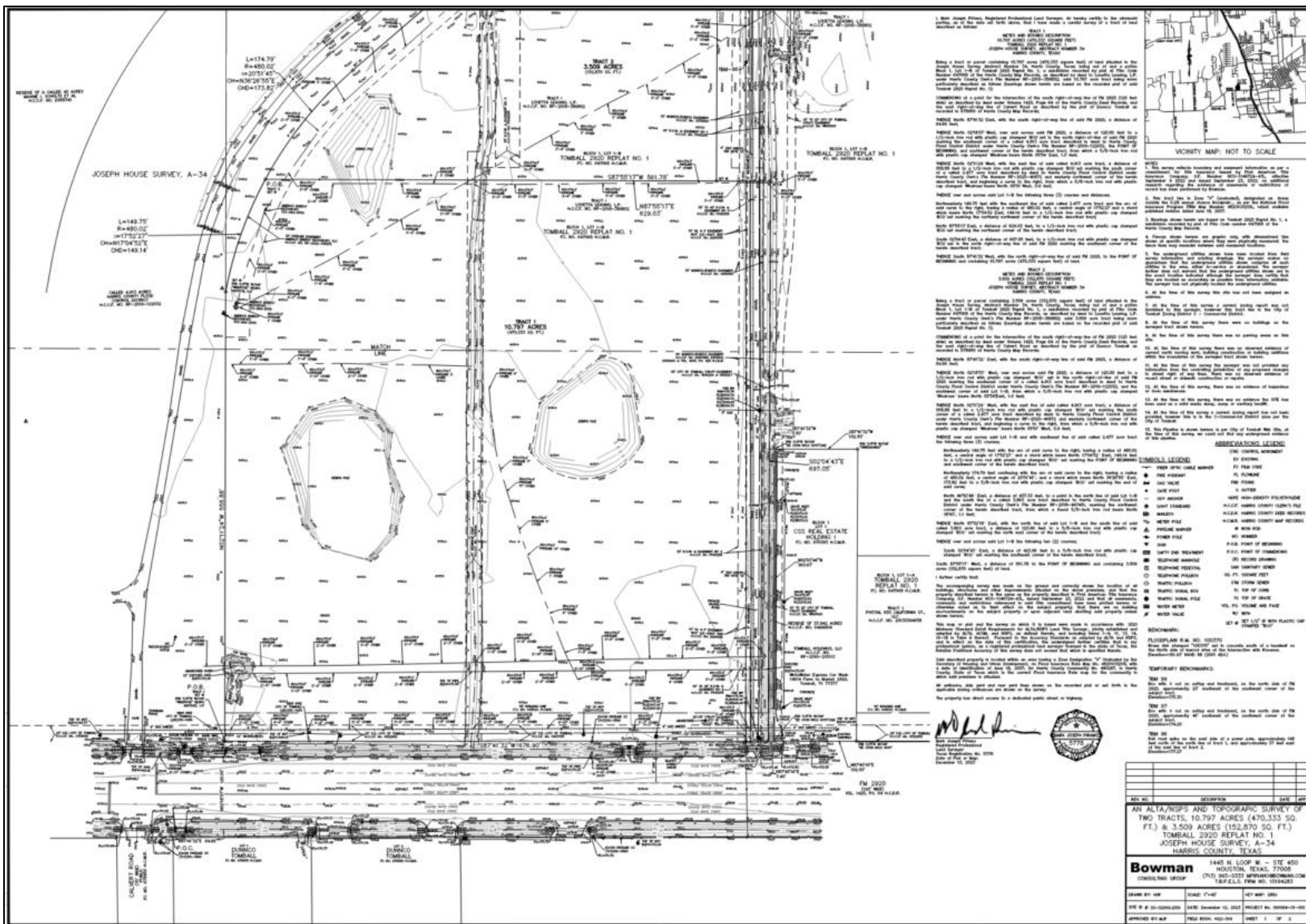
Thank you for your consideration in this request. Please contact me at (707) 718-4760 or jordan.corbitt@kimley-horn.com should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jordan Corbitt". The signature is fluid and cursive.

Jordan Corbitt, PE

Owner's Representative



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 5, 2025

Topic:

Adopt, on Second Reading, Ordinance No. 2025-14, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from the Single-Family-20 Estate Residential (SF-20-E) zoning district to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Approved on First Reading on April 21, 2025. On April 14th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. The applicant presented their request and no one from the public spoke during the public hearing. Topics of discussion included the property's Future Land Use designation and anticipated traffic to be generated by the proposed development.

Origination: James Grappe, represented by Adkisson GC Partners LLC

Recommendation:

The request to rezone the subject property to Light Industrial (LI) is in conformance with the Future Land Use Plan. Furthermore, the subject property has frontage on South Persimmon Street which is designated as a Minor Arterial on Tomball's Major Thoroughfare Plan. Roadways such as this are designed to accommodate the volume and character of traffic that can be expected within the Light Industrial district. The approval of the requested zoning will promote a new development that is consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area.

The Planning & Zoning Commission recommended approval with a 4-0 vote.

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

ORDINANCE NO. 2025-14

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 7.6266 ACRES OF LAND LEGALLY DESCRIBED AS A BEING A TRACT OF LAND SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT NO. 629 AND PORTIONS OF LOTS 366 AND 367 OF TOMBALL OUTLOTS FROM THE SINGLE-FAMILY-20 ESTATE RESIDENTIAL (SF-20-E) ZONING DISTRICT TO THE LIGHT INDUSTRIAL (LI) ZONING DISTRICT. THE PROPERTY IS LOCATED AT 1515 SOUTH PERSIMMON STREET, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, James Grappe, represented by Adkisson GC Partners LLC, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from the Single-Family-20 Estate Residential (SF-20-E) zoning district to the Light Industrial (LI) zoning district; and

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

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

Whereas, the City Council deems it appropriate to grant the requested rezoning.

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

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

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

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

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2025.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2025.

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

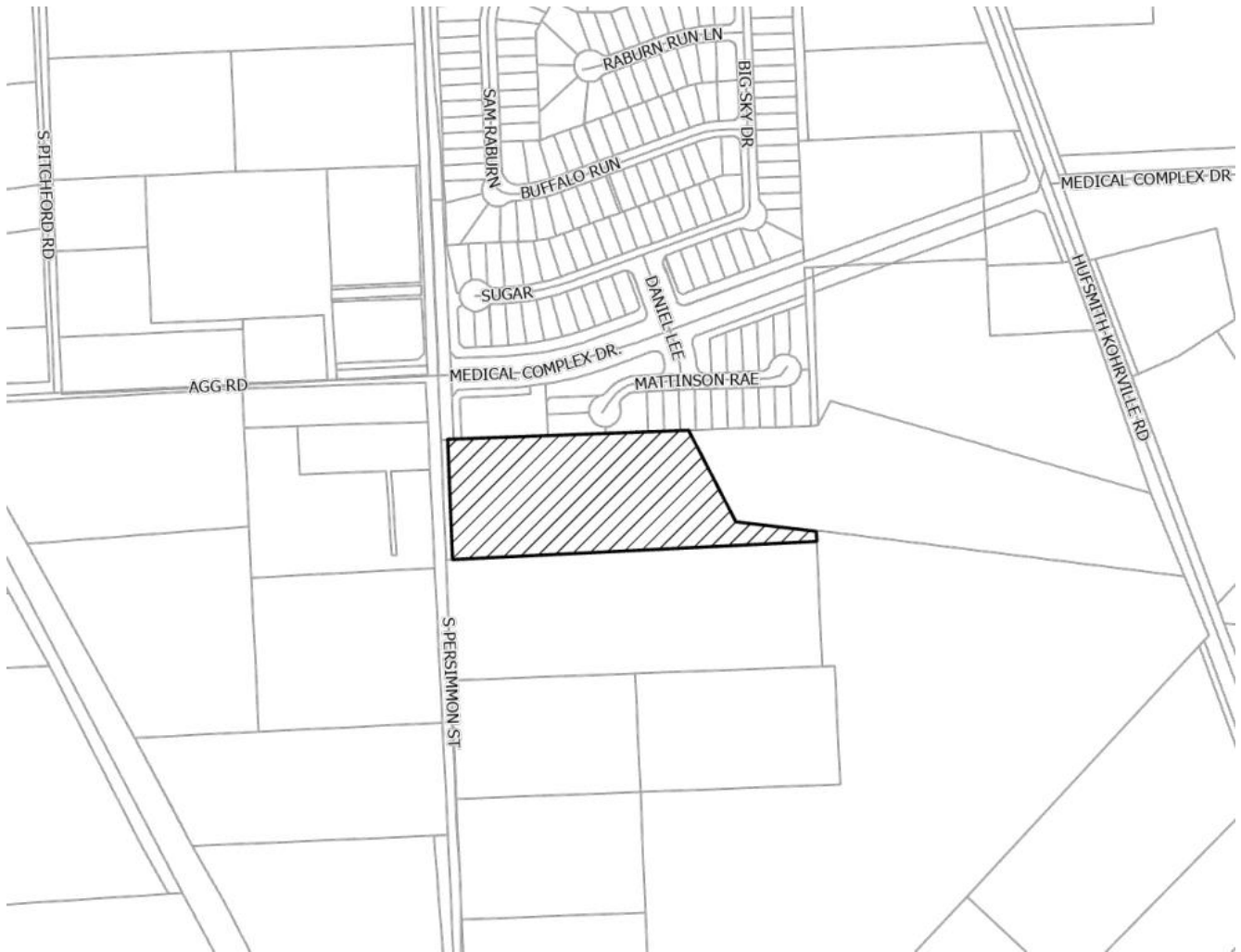
LORI KLEIN QUINN, Mayor

ATTEST:

Shannon Bennett, TRMC
Assistant City Secretary

Exhibit "A"

Location: 1515 South Persimmon Street, City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
APRIL 14, 2025
&
CITY COUNCIL
APRIL 21, 2025**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, April 14, 2025, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, April 21, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z25-03: Request by Louetta Leasing LP, represented by Kimley-Horn & Associates, Inc., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.05 acres of land legally described as being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from Agricultural (AG) to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-06: Request by James Grappe, represented by Adkisson GC Partners LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from Single-Family-20 Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas.

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

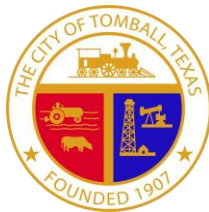
CERTIFICATION

I hereby certify that the above notice of the meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 11th day of April 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley

Benjamin Lashley
Assistant City Planner

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



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z25-06

3/31/2025

The Planning & Zoning Commission will hold a public hearing on **April 14, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by James Grappe, represented by Adkisson GC Partners LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from Single-Family-20 Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning**. The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **April 21, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

For the PLANNING & ZONING COMMISSION

Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-06

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

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

Name:
Parcel I.D.:
Address:

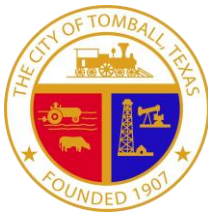
Email: blashley@tomballtx.gov

I am in favor ☐

I am opposed ☐

Additional Comments:

Signature: _____

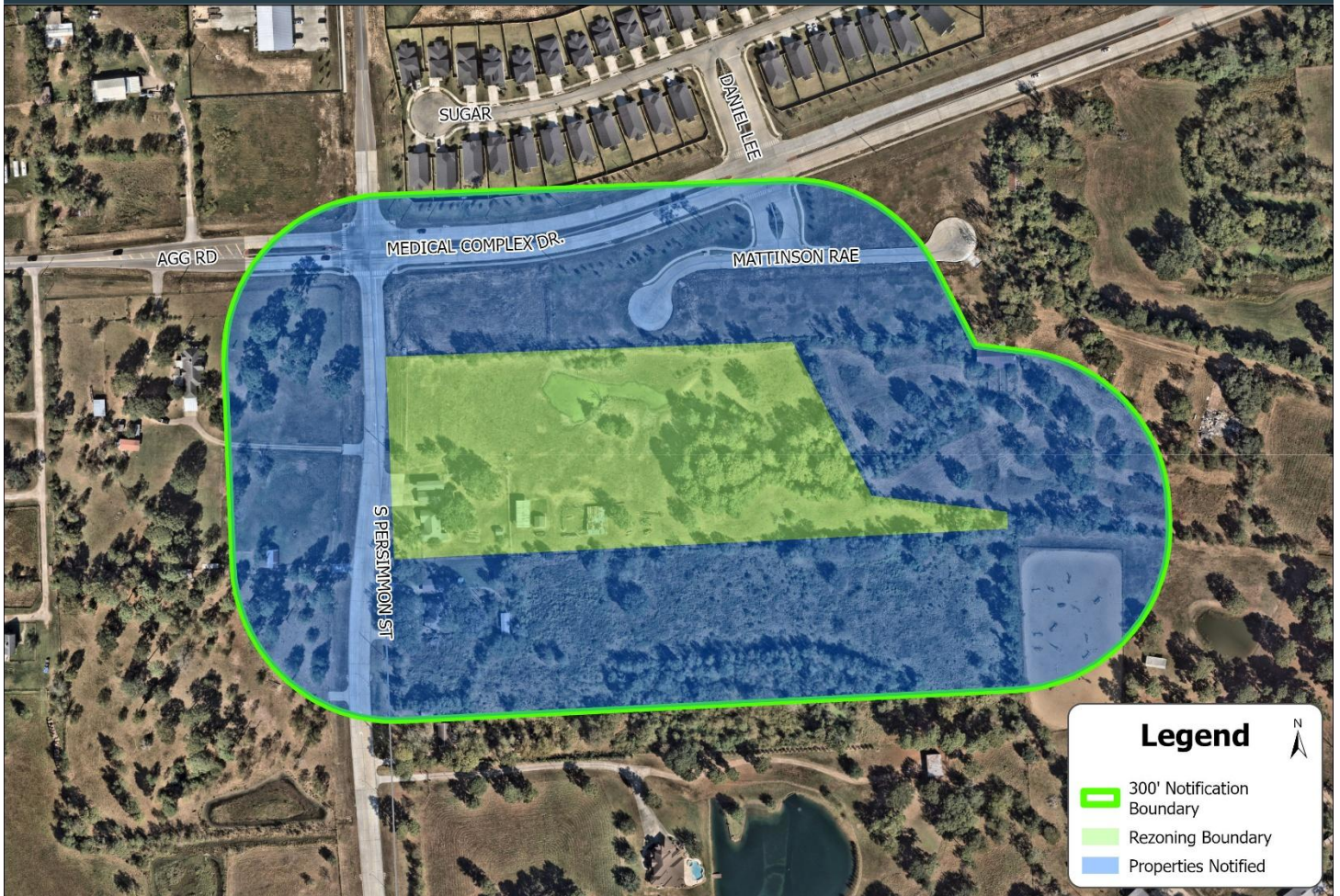


City of Tomball
Community Development Department

Z25-06



Notification Boundary



For the PLANNING & ZONING COMMISSION

Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-06

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

Name: CASE JAMES & PATRICIA

Parcel I.D.: 0352880000289

Address: 1514 S PERSIMMON ST

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

Email: blashley@tomballtx.gov

I am in favor ☒

I am opposed ☐

James Case

Additional Comments:

Signature: *Patricia Case*

501 James Street • TOMBALL, TEXAS 77375

For the PLANNING & ZONING COMMISSION

Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-06

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

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

Name: CASE JAMES & PATRICIA
Parcel I.D.: 0352880000411
Address: 1514 S PERSIMMON ST

Email: blashley@tomballtx.gov

I am in favor ☒

I am opposed ☐

James Case

Additional Comments:

Signature: *Patricia Case*

501 James Street • TOMBALL, TEXAS 77375



City of Tomball
Community Development Department

GRAPPE JAMES R & CAROLYN
1515 S PERSIMMON ST
TOMBALL, TX 77375-6840

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z25-06

3/31/2025

The Planning & Zoning Commission will hold a public hearing on **April 14, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by James Grappe, represented by Adkisson GC Partners LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from Single-Family-20 Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning**. The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **April 21, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

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

CASE #: Z25-06

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

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

Name: GRAPPE JAMES R & CAROLYN
Parcel I.D.: 0352920000366
Address: 1515 S PERSIMMON ST

Email: blashley@tomballtx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: Carolyn Grappe

CASE #: Z25-06

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

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

Name: MICHEL MELVIN E & TRACY A
Parcel I.D.: 0352920000374
Address: 21725 HUFSMITH KOHRVILLE RD

Email: blashley@tomballtx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: 

501 James Street • TOMBALL, TEXAS 77375



City of Tomball
Community Development Department

GRAPPE JAMES R & CAROLYN
1515 S PERSIMMON ST
TOMBALL, TX 77375-6840

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z25-06

3/31/2025

The Planning & Zoning Commission will hold a public hearing on **April 14, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by James Grappe, represented by Adkisson GC Partners LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from Single-Family-20 Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas.

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If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

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

CASE #: Z25-06

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

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

Name: GRAPPE JAMES R & CAROLYN
Parcel I.D.: 0352920000529
Address: 1515 S PERSIMMON ST

Email: blashley@tomballtx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: 

CASE #: Z25-06

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

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

Name: RANDALL JOHN W JR & TRACY A
Parcel I.D.: 0352920000531
Address: 21725 HUFSMITH KOHRVILLE RD

Email: blashley@tomballtx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: 

501 James Street • TOMBALL, TEXAS 77375

For the PLANNING & ZONING COMMISSION

Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-06

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

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

Name: CASE JAMES & PATRICIA
Parcel I.D.: 1212190000001
Address: 1514 S PERSIMMON ST

Email: blashley@tomballtx.gov

I am in favor ☒

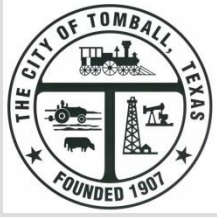
I am opposed ☐

James Case

Additional Comments:

Signature: *Patricia Case*

501 James Street • TOMBALL, TEXAS 77375



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: April 14, 2025

City Council Public Hearing Date: April 21, 2025

Rezoning Case: Z25-06

Property Owner(s): James Grappe

Applicant(s): Adkisson GC Partners LLC

Legal Description: Approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots

Location: 1515 South Persimmon Street (Exhibit “A”)

Area: 7.6266 acres

Comp Plan Designation: Business Park and Industrial (Exhibit “B”)

Present Zoning: Single-Family – 20 Estate Residential (SF-20-E) District (Exhibit “C”)

Request: Rezone from the Single-Family – 20 Estate Residential (SF-20-E) to the Light Industrial (LI) District

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Planned Development No. 12 (PD-12)	Single-family residences and convenience store
South	Light Industrial (LI)	Single-family residences (proposed office warehouse development in permitting process)
East	Light Industrial (LI)	Vacant land
West	Single-Family – 20 Estate Residential (SF-20-E)	Single-family residences

BACKGROUND

The subject property has been within the City of Tomball’s SF-20-E zoning district since the adoption of zoning in February 2008. The property currently has a single-family detached residence on site with two detached garages and four agricultural buildings. Recent rezonings in the area include the following:

- In September 2023, the property directly to the south successfully rezoned into the Light Industrial District.
- In October 2024, the property directly to the east successfully rezoned into the Light Industrial District.
- In December 2024, the second property directly to the east successfully rezoned into the Light Industrial District.

ANALYSIS

Comprehensive Plan Analysis: The property is designated as “Business Park and Industrial” by the Comprehensive Plan’s Future Land Use Map. The Business Park and Industrial designation is intended to be located near adequate thoroughfares which provide convenient access for vehicular traffic including freight.

According to the Comprehensive Plan, land uses should consist of offices, warehousing, light manufacturing (with indoor operations), breweries/distilleries, equipment sales, contractor services, and corporate campuses. Appropriate secondary uses include utility services, government facilities, and transportation/freight uses.

The Comprehensive Plan identifies the following zoning districts as compatible with the Business Park and Industrial designation: Light Industrial (LI), Commercial (C), and Office (O). The Comprehensive Plan also identifies the need to carefully design sites that are adjacent to residential zoning districts to include landscape buffering as well as the screening of outdoor storage and equipment from public rights-of-way.

Staff Review Comments: The request to rezone the subject property to Light Industrial (LI) is in conformance with the Future Land Use Plan. Furthermore, the subject property has frontage on South Persimmon Street which is designated as a Minor Arterial on Tomball’s Major Thoroughfare Plan. Roadways such as this are designed to accommodate the volume and character of traffic that can be expected within the Light Industrial district. The approval of the requested zoning will promote a new development that is consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on March 31, 2025. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan
- C. Zoning Map
- D. Site Photos
- E. Rezoning Application

Exhibit "A"
Aerial Location Map



Location

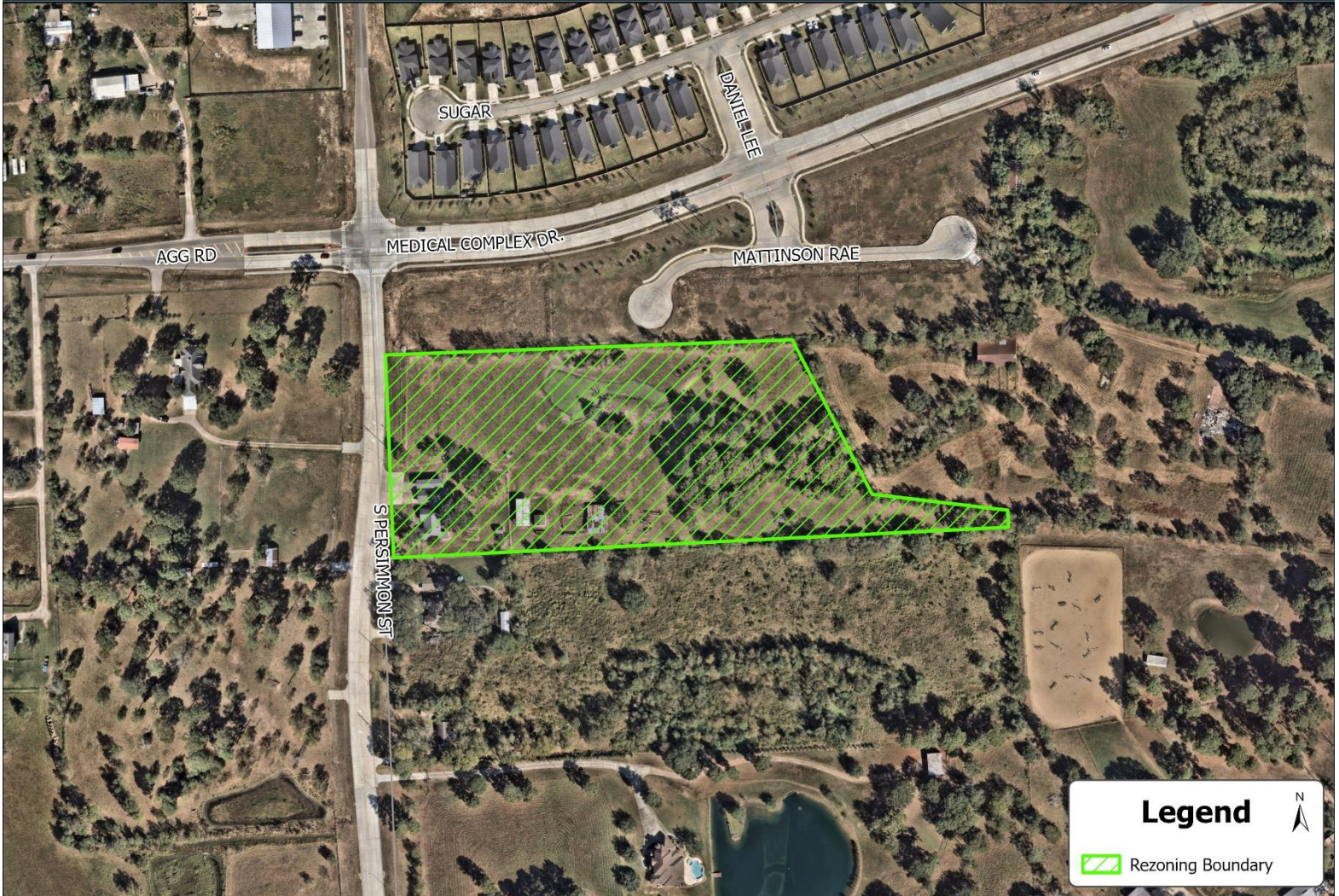


Exhibit "B"
Future Land Use Plan



Future Land Use

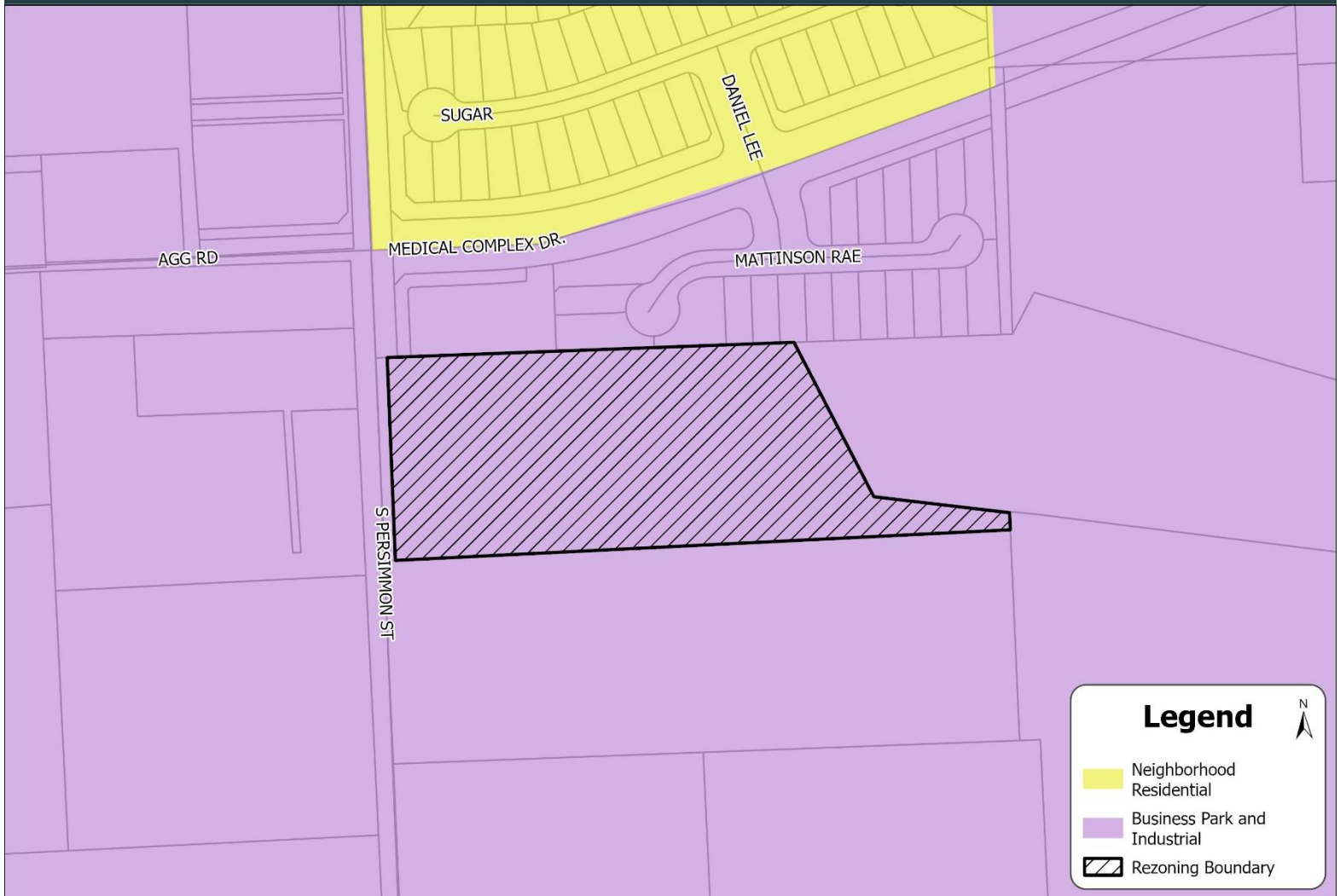
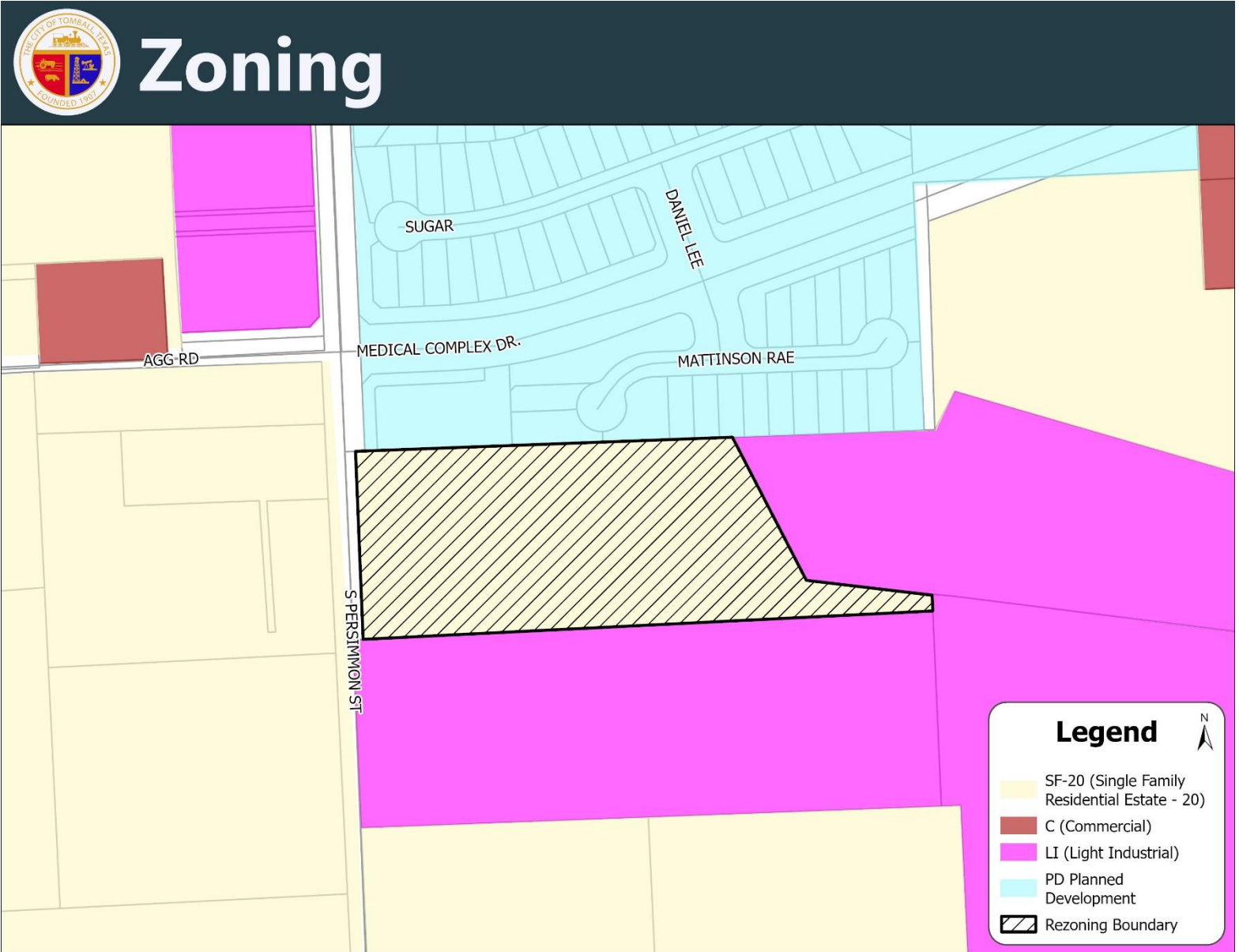


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo(s)**

Subject Site



Neighbor (North)



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Exhibit "E"
Rezoning Application



Revised: 10/1/2022

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

DIGITAL PLAN SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING
THE WEBSITE BELOW:

WEBSITE: tomballtx.gov/securesend
USERNAME: [tomballdcd](#)
PASSWORD: [Tomball](#)

Applicant

Name: ADKISSON GC PARTNERS, LLC Title: GENERAL CONTRACTOR
Mailing Address: 4809 WESTWAY PARK BLVD. City: HOUSTON State: TX
Zip: 77041 Contact: ANTHONY SARAO
Phone: (713) 204-2026 Email: ANTHONY@ADKISSONDEVELOPMENT.COM

Owner

Name: JAMES GRAPPE Title: OWNER
Mailing Address: 1515 S. PERSIMMON ST. City: TOMBALL State: TX
Zip: 77375 Contact: JAMES GRAPPE
Phone: (713) 816-8548 Email: CWGRAPPE@ATT.NET

Engineer/Surveyor (if applicable)

Name: THE PINNELL GROUP Title: SURVEYOR
Mailing Address: 25207 OAKHURST DRIVE City: SPRING State: TX
Zip: 77386 Contact: DAN PINNELL
Phone: (281) 363-8700 Fax: () Email: DAN@THEPINNELLGROUP.COM

Description of Proposed Project: INDUSTRIAL TILTWALL OFFICE/WAREHOUSE

Physical Location of Property: 1515 S. PERSIMMON ST. TOMBALL, TX 77375
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: PT LT 366 & TR 367B (AG-USE) TOMBALL OUTLOTS
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: RESIDENTIAL

Revised: 10/1/2022

Current Use of Property: RESIDENTIAL

Proposed Zoning District: LIGHT INDUSTRIAL

Proposed Use of Property: HIGH-PERFORMANCE SEAL MANUFACTURER

HCAD Identification Number: 0352920000529 Acreage: 7.62

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X 

Signature of Applicant

02/12/20025

Date

X 

Signature of Owner

2/28/25
Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: \$1,000.00 (standard zoning) or \$1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

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

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.



February 28, 2025

Dear City of Tomball, TX Zoning board,

On behalf of Material & Design Solutions, LLC, (MDS) we respectfully submit this request for rezoning of the ~8 acre site known as 1515 S. Persimmon St. for the construction and completion of a proposed 30,000 Ft² Manufacturing & Center of Excellence facility.

Our management, ownership, Construction and consultant team consists of the following individuals:

- Andy Jorgensen – President and Owner MDS. Over 10 years operational management experience running multiple sites in both Houston and Tomball.
- Mark Gough – V.P. of Operations MDS, Over 20 years exp in manufacturing & engineering.
- Steve Adkisson (Pres) & Anthony Sarao (Manager) – Adkisson Construction, the GC
- Tom Drye- Pres. Olmsted Polymer Solutions & Project consultant for MDS. 40+ yr ind. exp.

MDS is a growing business currently located at two leased sites:

1. HQ at 6431 Cunningham Rd, Houston, TX
2. Mfg at 701 S. Persimmon St, Suite 50, Tomball, TX

The purpose of the planned facility at 1515 S. Persimmon St, Tomball is to build a new combined facility that will house both locations and afford future expansion and employment opportunities.

Our business model supports the Oil & Gas industry via injection molding of highly engineered polymer into near-net shape parts that are then precisely machined under controlled environment via highly skilled CNC operators and equipment. Our tooling is also made in-house by our highly skilled tooling craftsman. We sustain our valued employees through generous benefits package, competitive compensation, and a safe-fair working environment.

Our high quality and delivery standards have grown our business over the 10+ years and maintained a dedicated customer base. Taking our business to the next level will be aided by a stream-lined one-roof operation, future business additions, and the new facility that showcases our expertise. Further, our Houston site employees are excited about the Tomball location as it's more convenient and shorter commute for most.

The 1515 S. Persimmon site will combine both current facilities into one. The 25 current Tomball employees & facility will only be a few blocks from the new site and will improve communication and collaboration with the 24 employees co-locating from the Houston site. Hence, at least 24 new employees to Tomball on day one.



MATERIAL &
DESIGN SOLUTIONS

The construction phase is expected to start, shortly after achieving the necessary zoning and permits, on or about April/May 2025. The first phase is to demo the exiting residence on the site. The actual construction and upfit is estimated to last 8 months, with the Certificate of Occupancy January 2026.

We are seeking the necessary light industrial zoning required for construction of our project, including infrastructure, landscaping, tree preservation per ordinance, utility development and services. We believe our business will contribute positively to the overall Tomball economic development plans and employment opportunities of the residents of Tomball. If needed, more details can be found online with previously submitted Tomball EDC Data Sheet.

We welcome any questions you may have regarding Material & Design Solutions, LLC. Feel free to contact me directly or at www.MaterialandDesign.com. We're grateful for this opportunity and look forward to receiving your assistance. Thank you for your consideration.

Sincerely,

Tom Drye, Project Manager on behalf of MDS
(865)805-7325

TDrye@MaterialandDesign.com

Material & Design Solutions (MDS)
Andy Jorgensen (Owner)
(713)732-0020 Office
(215)720-9076 cell
AJorgensen@MaterialandDesign.com
6431 Cunningham Rd
Houston, TX 77041

City Council Meeting Agenda Item Data Sheet

Meeting Date: May 5, 2025

Topic:

Approve Minutes of April 21, 2025, Special and Regular City Council meetings.

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 SPECIAL CITY COUNCIL MEETING - WORKSHOP CITY OF TOMBALL, TEXAS



**Monday, April 21, 2025
5:00 P.M.**

- A. Mayor Lori Klein Quinn called the meeting of the City of Tomball Council to order at 5:00 P.M.

PRESENT:

Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington (arrived at 5:45 p.m.)
Council 5 Randy Parr

CITY STAFF PRESENT:

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Attorney - Tommy Ramsey
Director of Special Projects – Luisa Taylor
Administrative Assistant - Aylssa Wren
Community Development Director - Craig Meyers
Police Chief - Jeff Bert
Fire Chief - Joe Sykora
Human Resources Director - Kristie Lewis
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
IT Director - Tom Wilson
Director of Marketing & Tourism - Chrislord Templonuevo
Police Officer – James O'Malley

- 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.]*

No public comments received.

C. General Discussion

1. Discuss scheduling a pre-budget workshop regarding the Proposed Fiscal Year 2025-2026 Budget.

City Manager David Esquivel presented the proposed scheduling of a pre-budget workshop to which the consensus of the City Council is to meet on May 5, 2025 at 3:00 P.M.

2. Discuss City Council Ethics, Rules & Procedures.

City Manager David Esquivel presented the proposed draft policy to receive input from the City Council.

D. Proposed Future Agenda Items (To be discussed in order or at Councils discretion, time permitting)

1. No Discussion was held by council – Approve a services agreement with Roofing Solutions, LLC for Contract Number 2025-10012, City Hall and Police Department Roof Replacement (CSB No, 2025-11), for a total contract amount not-to-exceed \$181,000, 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 Fiscal Year 2024-2025 budget.
2. No Discussion was held by council – Adopt, on First Reading, Ordinance No. 2025-16, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Winfrey Estates Public Improvement District Number 12 (PID 12).
3. No Discussion was held by council – Approve Supplemental Number One, amending the Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2023-10019, Baker Drive Water Plant project, for a net decrease of \$22,827, for a total contract amount not-to-exceed \$1,826,260, 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 Fiscal Year 2024-2025 Capital Improvement Budget.
4. No Discussion was held by council – Approve Supplemental Number Two, amending the Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2023-10010, East Water Plant project, for a net decrease of \$181,019, for a total contract amount not-to-exceed \$2,435,105, 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 Fiscal Year 2024-2025 Capital Improvement Budget.

5. No Discussion was held by council – Approve Supplemental Number Three, amending the Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2019-10008, FM 2920 Lift Station Consolidation project, in the amount of \$176,021, for a total contract amount not-to-exceed \$2,394,179, 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 Fiscal Year 2024-2025 Capital Improvement Budget.

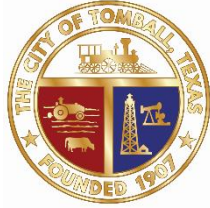
E. Mayor Lori Klein Quinn adjourned the meeting at 5:55 P.M.

PASSED AND APPROVED this 5th day of MAY 2025.

Shannon Bennett, TRMC
Assistant City Secretary

Lori Klein Quinn
Mayor

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**Monday, April 21, 2025
6:00 P.M.**

- A. Mayor L. Klein Quinn called the meeting of the City of Tomball Council to order at 6:06 P.M.

PRESENT:

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 - Jessica Rogers
City Attorney - Tommy Ramsey
Director of Special Projects – Luisa Taylor
Administrative Assistant - Aylssa Wren
Community Development Director - Craig Meyers
Police Chief - Jeff Bert
Fire Chief - Joe Sykora
Assistant Fire Chief/Fire Marshall- Jeff Cook
Senior Administrative Assistant – Lisa Sterle
Human Resources Director - Kristie Lewis
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
Project Manager- Meagan Mageo
IT Director - Tom Wilson
Director of Marketing & Tourism - Chrislord Templonuevo
Police Officer – James O'Malley

- B. Invocation - Led by Pastor Jason Schleicher of Salem Lutheran Church
- C. Pledges to U.S. and Texas Flags were led by Fire Chief Joe Sykora
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time*

not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]

No public comments received.

E. Presentations

1. Presentation of the 2024 Tomball Fire Rescue Award Recipients.

Fire Chief Joe Sykora recognized award recipients who were not in attendance at the initial ceremony.

F. Reports and Announcements

1. Announcements

I. Upcoming Events:

- April 21-26, 2025 – Spring Cleanup Week from Monday – Friday from 8 a.m. – 4 p.m., and Saturday from 8 a.m. – 4 p.m. at the Tomball Landfill (1335 Neal Dr.)
- April 25, 2025 – Tomball Star Academy Senior Picnic from 8 a.m. – 2 p.m. at Juergens and Matheson Park
- April 26, 2025 – Rails & Tails Mudbug Festival from 11 a.m. – 5 p.m. at Tomball Depot Plaza
- April 26, 2025 – Recycling Day from 10 a.m. – 2 p.m. at Lone Star College-Tomball South entrance
- April 29, 2025 – Blood Drive from 10 a.m. – 2:15 p.m. at Fire Station #1
- May 2, 2025 – Lone Star College Graduation from 4 p.m. – 10 p.m. at Juergens and Matheson Park
- May 3, 2025 – Tomball Prays Together from 10 a.m. – 11 a.m. at Depot Gazebo
- May 7, 2025 – Coffee with a Cop from 8:30 a.m. – 10 a.m. at Starbucks (14314 FM 2920)

- May 8, 2025 – Kaffeeklatsch from 8:30 a.m. – 10 a.m. at Tomball Community Center
- May 10, 2025 – 2nd Saturday from 5 p.m. – 9 p.m. at Tomball Depot Plaza
- May 15, 2025 – Police Memorial from 11 a.m. – 1 p.m. at Tomball Community Center

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

- Mayor Lori Klein Quinn and City Manager David Esquivel spoke at the Christian Business luncheon and presented the city’s annual report
- Mayor Lori Klein Quinn met with the Transportation Advisory Committee to discuss all the transportation issues in Harris County
- The “Tidy Up Tomball” event was held last Saturday
- Bayou City Twirling Competition was held at the high school
- The Cypress Woodland Junior Forum held a ribbon cutting
- Representatives from Tomball’s Sister City, including ten delegates from Germany, visited the city
- Mayor Quinn, along with Councilmembers Covington and Garcia, attended the Harris County Mayor and Council meeting

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

1. Approve, on Second Reading, Resolution No. 2025-10-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 Performance Agreement by and between the Corporation and Longhorn Realty Investments, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the expansion of a medical office facility to be located at 308 Holderrieth Blvd., Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$91,835.00.
2. Approve, on Second Reading, Resolution No. 2025-11-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 Performance Agreement by and between the Corporation and Theis Lane and South Cherry Street, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the development and construction of a retail development to be located at the corner of Theis Lane and Cherry Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$83,615.00.

3. Approve, on Second Reading, Resolution No. 2025-12-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 Performance Agreement by and between the Corporation and Innersculpt Studio, LLC, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1417 Graham Drive, Suite 600, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.
4. Approve, on Second Reading, Resolution No. 2025-13-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, the upsizing of street trees in conjunction with the FM 2920/Main Street Rebuild project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The estimated amount of expenditures for such Project is \$1,500,000.00.
5. Approve, on Second Reading, Resolution No. 2025-14-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, the relocation of city utilities in conjunction with the FM 2920/Main Street Rebuild project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The estimated amount of expenditures for such Project is \$1,000,000.00.
6. Approve, on Second Reading, Resolution No. 2025-15-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, improvements to the South Wastewater Treatment Plant Expansion project located in the City of

Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The estimated amount of expenditures for such Project is \$20,000,000.00.

Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve Old Business Consent Agenda Item:

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

Motion carried unanimously.

H. Old Business

1. Adopt, on Second Reading, Ordinance No. 2025-01, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by granting a Conditional Use Permit (CUP) to allow the land use of “Child day care center (business)” within the City of Tomball’s Office (O) zoning district. This request affects approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 4 Covington, Seconded by Council 5 Parr to approve Ordinance No. 2025-01.

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

Motion carried unanimously.

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

1. Approve Minutes of April 7, 2025, Special Joint Planning and Zoning and City Council meeting.
2. Approve Minutes of April 7, 2025, Special and Regular City Council meetings.

3. Approve Request from Tomball Praise Together for City Support and In-Kind Services for the Tomball Praise Together event in downtown Tomball on Sunday, October 12, 2025, from 2:00 - 6:00 p.m.
4. Approve request from Tomball High School for City Support and In-Kind Services for the annual Tomball High School Homecoming Parade in downtown Tomball, on Wednesday, October 1, 2025, from 6:30 to 9:30 p.m.
5. Approve the expenditure of greater than \$50,000 with Data Projections, Inc. for the technology upgrades to the Administration Building Training Room, for a total not-to-exceed amount of \$54,937.68, approve the expenditure of funds thereof and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2024-2025 Budget.
6. Approve the expenditure of greater than \$50,000 with Waypoint Solutions for the firewall replacement, replacement backup server, required annual warranty maintenance for key networking solutions, and consulting services, for a total amount of \$101,032.62 (increasing the total annual vendor spend and not-to-exceed amount to \$188,634.71), 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 2024-2025 budget.
7. Approve the expenditure of greater than \$50,000 with See Your Possibilities, LLC for the FY25-26 Strategic Planning Workshop and staff yearly trainings, the total not-to-exceed amount to \$58,500 approve the expenditure of funds thereof and authorize the City Manager to execute any and all documents related to the expenditure. This expenditure is included in the FY 2024-25 budget.
8. Approve the purchase of two 650kW natural gas generators from Evolve Power Generation for the South Wastewater Treatment Plant Expansion through a Choice Partners cooperative purchasing contract (Contract No. 17/020CG-04), for a total contract amount not-to-exceed \$893,452.62, 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 Fiscal Year 2024-2025 Capital Improvement Budget.
9. Adopt, on First and Only Reading, Ordinance No. 2025-15, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Winfrey Estates Public Improvement District); Approving and Authorizing an Indenture of Trust and First other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date.

10. Approve a Professional Services Agreement with Arudrra for Project Number 2025-10013, Tomball Hills Drainage Study, for a total contract amount not-to-exceed \$28,560, 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 Fiscal Year 2024-2025 Budget under Professional Services – Contract Engineering.
11. Approve a Facility Use Agreement extension with Youth Soccer Club of Montgomery County, Inc. for the maintenance and operation of the soccer fields and related improvements located at Broussard Community Park.

Motion made by Council 1 Ford, Seconded by Council 5 Parr 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.

J. New Business

1. Appoint a director to the Tomball Business Improvement District as created by Resolution No. 2021-44.

Motion made by Council 5 Parr, Seconded by Council 4 Covington to reappoint Jorge Guerra to the Tomball Business Improvement District.

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

Motion carried unanimously.

2. Conduct a public hearing and consideration to approve Zoning Case Z25-03: Request by Louetta Leasing LP, represented by Kimley-Horn & Associates, Inc., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.05 acres of land legally described as a being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, within the City of Tomball, Harris County, Texas.

The Mayor opened the Public Hearing at 6:41 P.M.

Jordan Corbitt with Kimley-Horn spoke in favor of the request.

The Mayor closed the Public Hearing at 6:43 P.M.

Adopt, on First Reading, Ordinance No. 2025-13, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.05 acres of land legally described as a being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 1 Ford, Seconded by Council 5 Parr to approve Ordinance No. 2025-13.

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

Motion carried unanimously.

3. Conduct a public hearing and consideration to approve Zoning Case Z25-06: Request by James Grappe, represented by Adkisson GC Partners LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from the Single-Family-20 Estate Residential (SF-20-E) zoning district to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas.

The Mayor opened the Public Hearing at 6:52 P.M.

The Mayor closed the Public Hearing at 6:53 P.M.

Adopt, on First Reading, Ordinance No. 2025-14, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from the Single-Family-20 Estate Residential (SF-20-E) zoning district to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 1 Ford, Seconded by Council 3 Dunagin to approve Ordinance No. 2025-14.

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

Motion carried unanimously.

4. Approve Resolution No. 2025-16, A Resolution by the City Council of the City of Tomball, Texas, Authorizing Publication of Notice of Intention to Issue Certificates of Obligation; Approving the Preparation of a Preliminary Official Statement; And Approving Other Matters Incidental Thereto.

Motion made by Council 4 Covington, Seconded by Council 1 Ford to approve Resolution No. 2025-16.

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

Motion carried unanimously.

5. Discussion and possible action regarding the appointment of a stakeholder group to assist with the preliminary conceptual designs for the wayfinding and entry/gateway monument sign project.

No action was taken.

6. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session

- Executive Session Started: 7:23 P.M.
- Executive Session Ended: 8:26 P.M.

K. Mayor Lori Klein Quinn adjourned the meeting at 8:26 P.M.

PASSED AND APPROVED this 5th day of May 2025.

Shannon Bennett, TRMC
Assistant City Secretary

Lori Klein Quinn
Mayor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 5, 2025

Topic:

Approve Supplemental Number One, amending the Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2023-10019, Baker Drive Water Plant project, for a net decrease of \$22,827, for a total contract amount not-to-exceed \$1,826,260, 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 Fiscal Year 2024-2025 Capital Improvement Budget.

Background:

The completed Water Master Plan identified recommendations for projects needed to address the required capacity for the current demand and future growth including the recommendation to add an additional groundwater well site. The existing site on Baker Drive, where the Baker Drive Elevated Storage Tank (EST) was located, was identified as the location for the additional groundwater well site. In August 2023, the City entered into a professional services agreement with Freese & Nichols, Inc. to complete the design and oversee construction of the Baker Street Water Plant project.

The professional services agreement with Freese & Nichols, Inc. (FNI) included a scope of work to complete the design and oversee construction of the project to include demolition and plugging of the existing groundwater well, construction of a new pump station, electrical building, groundwater well and ground storage tank, for a not-to-exceed amount of \$1,849,087. Supplemental number one to the professional services agreement decreases the not-to-exceed amount by \$22,827, and changes the following tasks:

1. **Resident Project Representation – (\$51,577)**
 - a. Construction management for construction phase.
2. **Construction Material Testing – \$28,750**
 - a. Coordination of material testing laboratory for the testing of compacted soils and concrete.

The proposed supplemental decreases the total contract amount by \$22,827, for a not-to-exceed contract amount of \$1,826,260. This project was included in the FY 2024-2025 Capital Improvement Budget as an on-going capital project as part of the Certificate of Obligation issuance.

Baker Drive Water Plant Project Budget Breakdown		
Project Element	Total Contract	Remaining Contract
Engineering – Freese & Nicols*	\$1,826,260	\$838,067.33
Construction – IECONI	\$8,848,597.05	\$8,377,430.20
Project Budget \$10,674,857.05	Total Contracts \$10,674,857.05	Remaining Funding \$0

*After Amendment One decrease of \$22,827

This item approves supplemental number one with Freese & Nichols, Inc. amending the professional services agreement for a net decrease of \$22,827, for a total contract amount not-to-exceed \$1,826,260.

Origination: Project Management

Recommendation:

Staff recommends approving supplemental number one with Freese & Nichols, Inc. amending the professional services agreement for a net decrease of \$22,827, for a total contract amount not-to-exceed \$1,826,260.

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: #400-613-6409

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

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

**SUPPLEMENTAL NO. 1
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. 2023-10019
CITY OF TOMBALL
BAKER DRIVE WATER PLANT**

**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 Freese & Nichols, Inc. ("Engineer"), executed the ____ day of April 2025, relative to the addition of work for the following tasks:

- 1. Resident Project Representation – (\$51,577)**
 - a. Reduction in construction management efforts.
- 2. Construction Material Testing - \$28,750 (not-to-exceed)**
 - a. Coordination of material testing laboratory for the testing of compacted soils and concrete.

WITNESSETH:

WHEREAS, the City desires to execute a supplemental amendment to the Professional Services Agreement for services related to the Baker Drive Water Plant (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I. SCOPE OF AGREEMENT

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

SECTION II. CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

SECTION III. OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

SECTION IV. TIME FOR PERFORMANCE

The time for performance is an estimated 1,200 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 **\$(22,827)**, including reimbursable expenses as identified in Exhibit "A", for a total contract amount not to exceed **\$1,826,260**.

**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:

Freese & Nichols, Inc
Attention: Richard Weatherly
11200 Broadway Street, Suite 2320
Pearland, Texas 77584

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

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

SECTION XI. LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XII.
SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION XIII.
DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this ____ day of _____, _____.

Company Name: Freese & Nichols, Inc.

Richard Weatherly

Name: Richard Weatherly, PE

Title: Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Shannon Bennett, Assistant City Secretary

EXHIBIT A



CITY OF TOMBALL, TX

501 James Street

Tomball, Texas 77375

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #1

FNI Project: TMB23728

Client Contract: 2023-10019

Date: 3/31/2025

Project Name: Baker Dr Water Plant
Adjustment of Construction Management and Resident Project Representation. Addition of Construction Materials Testing to be provided by UES

Description of Services: There is a reduction in construction management effort in the amount of \$51,577. Conversely, there is an additional cost for the construction material testing in the amount of \$28,750. The net reduction in the overall cost of the project is \$22,827.
(Attached is amended Scope of Work)

Deliverables: N/A

Schedule: Construction schedule is increased by one month to 16 months

Compensation Type: Not to Exceed Fee

Current Contract Amount: \$1,849,087

Amount of this Amendment: (\$22,827)

Revised Total Amount Authorized: \$1,826,260

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF TOMBALL, TX

FREESE AND NICHOLS, INC.

By: _____

By: _____

Name: David Esquivel

Name: Jason Ward

Title: City Manager

Title: Vice President

Date: _____

Date: 4/1/2025

**SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY
BAKER DR FINAL DESIGN AMENDMENT 1
MARCH 31, 2025**

PROJECT UNDERSTANDING

Tomball completed an update of their Water Master Plan in 2018. The master plan identified improvement needs in the City's water distribution system that that will help the City serve anticipated future water demands. These improvement recommendations include construction of a new water plant (East Water Plant) in addition to another water groundwater well site to complement the required capacity. An existing site on Baker Dr. has been identified for the water well site. The infrastructure existent at Baker Dr. has not been used for 9 years. Demolition and plugging of the existing groundwater well will be performed as part of this project. It will also include construction of a new pump station, electrical building, groundwater well, and ground storage tank.

Assumptions

- The construction package will include work for the following facilities:
 - A new open-air 1,000 gpm pump station
 - Pre-cast concrete electrical building
 - 0.5 MG ground storage tank
 - Groundwater well.
- The project will include preliminary and final design.
- A capacity evaluation study will be prepared for the ground water well and pump station with GST tank.
- A preliminary design report (PDR) will be prepared for the pump station improvements.
- The PDR will include alternatives for the pump station layout, ground storage tank, pump types, and electrical equipment.
- Final Design will include all required environmental, drainage, civil, architectural, structural, electrical and hydraulic design.
- The site will require yard piping, landscaping screening, grading, driveway, fencing, drainage, lighting and irrigation.
- Based on previous experience from the existing well at Baked Dr, there could be water quality challenges to be addressed. FNI will present several mixing system options during the design phase and will assume selection of one of these is included in the design.
- Overflow from the ground tank will be routed to drain away from proposed development and drainage design as needed.
- A stand-by generator will be included in the design and will be diesel driven.
- The project will use a design-bid-build delivery method.
- The construction project will be bid as a single construction package.
- *The project will include Materials Testing per the proposal provided in special services by the subcontractor UES*

The project tasks are broken down in **Table 1**:

Table 1: Baker Dr Water Plant Tasks

Task	Task Description
Basic Services	
A	Project Management
B	Preliminary Design
C	Final Design Phase
D	Bid Phase
E	Construction General Representation
Special Services	
F	Resident Project Representation
G	Topographic Survey
H	Geotechnical Investigation
I	Groundwater Consulting Services
J	Environmental Review and Permitting
K	Construction Materials Testing

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

TASK A: PROJECT MANAGEMENT

Consultant shall provide project management services for the project. The following services shall be provided:

A1. Project Kickoff Meeting (internal)

No Change.

A2. Project Kickoff Meeting

No change.

A3. Monthly Progress Meetings (internal)

No change.

A4. Monthly Progress Meetings

No change.

A5. City Council Presentations

City of Tomball
Baker Drive Project Amendment 1
Scope of Work
No change.

A6. Project Schedule

No change.

A7. Monthly Project One Page Reports

No change.

A8. Contract Operations

No change.

A9. Contract Preparation

No change

A10. Project Close Out

No change.

A11. Quality Management

No change.

TASK B: PRELIMINARY DESIGN 1,000 GPM PS:

FNI shall provide professional services in this phase as follows:

B1. Review of Well Evaluation Report

No change.

B2. Hydraulic Analysis

No change.

B3. Storage Tank

No change.

B4. Pump Station System Curves

No change.

B5. Pump Evaluation and Selection

No change.

B6. Well Pumping Capacity

No change.

B7. Preliminary Site Plans, Floor Plans, and Sections

City of Tomball
Baker Drive Project Amendment 1
Scope of Work
No change.

B8. Chemical Process Layout

No change.

B9. Coordinate with Electric Utility

No change.

B10. Draft Preliminary Design Report

No change.

B11. Review Meeting with the City Staff

No change.

B12. Final Preliminary Design Report

No change.

TASK C: FINAL DESIGN 1,000 GPM PS :

FNI shall provide professional services in this phase as follows:

C1. 60% Final Design

No change.

C2. 90% Final Design

No change.

C3. 100% Final Design

No change.

TASK D: BID PHASE

Upon completion of the design services and approval of "Final" drawings and specifications by City, Consultant will proceed with the performance of services in this phase as follows:

D1. Prepare Bid Documents

No change.

D2. Distribute Bid Documents

No change.

D3. Maintain Distributed Bid Documents

City of Tomball
Baker Drive Project Amendment 1
Scope of Work
No change.

D4. Issue Addenda and Respond to Questions

No change.

D5. Pre-bid Conference

No change.

D6. Bid Tabulation and Award Recommendation

No change.

D7. Conformed Contract Documents

No change.

D8. Issue of Documents and Notice to Proceed to Contractor

No change.

TASK E: CONSTRUCTION GENERAL REPRESENTATION

No change.

E1. Pre-Construction Conference

No change.

E2. Construction Communication Plan

No change.

E3. Construction Documents Review

No change.

E4. Pay Request Review

No change.

E5. Monthly Site Visits

No change.

E6. Non-Conforming Work Notification

No change.

E7. Construction Documents Interpretation

No change.

E8. Management of Change

No change.

E9. Management of Change

No change.

E10. Pump Station Start Up

No change.

E11. Final Walk Thru

No change.

E12. Record Drawings

No change.

SPECIAL SERVICES: FNI shall render the following special services once they have been authorized by the City

TASK F: CONSTRUCTION MANAGEMENT AND INSPECTION

The Consultant will have a Resident Project Representative (RPR) on the Site. The duties, responsibilities, and the limitations of authority of the RPR, and designated assistants, are as follows:

F1. CONSTRUCTION MANAGEMENT GENERAL ASSUMPTIONS

No change.

F2. CONSTRUCTION MANAGER AND RESIDENT PROJECT REPRESENTATIVE ASSIGNMENTS

Provide the services of an on-site Construction Inspector / RPR acceptable to the City. FNI will provide a level of service based on the duration and schedule of the project as outlined in the fee spreadsheet. The Consultant will provide a half-time inspector and a part-time construction manager. The inspector will cover the pump station project over the expected construction duration of 16 months. He is expected to work an average of 20 hours per week. The CM will average two trips to the site a week for the duration of the work, expected to be 16 months.

F3. DUTIES AND RESPONSIBILITIES OF THE RPR

No change.

TASK G: TOPOGRAPHIC SURVEY

Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following survey shall be provided.

G1. TOPOGRAPHIC SURVEY

City of Tomball
Baker Drive Project Amendment 1
Scope of Work
No change.

G2. DIG TESS CALL

No change.

TASK H: GEOTECHNICAL INVESTIGATION

Consultant will render the following geotechnical engineering professional services in connection with the project consisting of field exploration, laboratory testing, engineering analysis, and reporting.

H1. FIELD EXPLORATION

No change.

H2. LABORATORY TESTING

No change

H3. WATER PLANT GEOTECHNICAL DESIGN REPORT

No change.

H4. GROUND STORAGE TANK GEOTECHNICAL DESIGN REPORT

No change

TASK I: WELL CONSULTING SERVICES – Provided by AGS AND ALSAY

The Report including the following*

I1. WELL CONSTRUCTION PARAMETERS

No change.

I2. POLLUTION HAZARDS STUDY AND REPORT

No change.

I3. WELL AND PUMP SPECIFICATIONS REVIEW

No change.

I4. NEW WELL CONSTRUCTION AND FIELD SERVICES

No change.

I5. LABORATORY SERVICES

No change

I6. EXISTING WELL INSPECTION AND FIELD SERVICES

City of Tomball
Baker Drive Project Amendment 1
Scope of Work
No change.

TASK J: ENVIRONMENTAL REVIEW

Consultant will render the following professional environmental services in connection with the project.

J1. HAZARDOUS MATERIALS REVIEW

No change.

J2. PRECONSTRUCTION NOTIFICATION

No change.

J3. SECTION 404 MITIGATION PLAN

No change.

TASK K: CONSTRUCTION MATERIALS TESTING provided by UES

Consultant will coordinate with the material testing laboratory (UES) the testing of compacted soils and concrete based on the proposal attached to this amendment in a total cost not to exceed \$25,000.

Summary of Meetings

- No change

List of Deliverables

- No change

Summary of Project Schedule

- No change

SUMMARY OF FEE FOR ENGINEERING SERVICES

FNI proposes to perform the basic and special services outlined in the above sections for a total **lump sum fee of \$1,082,647**, and **not-to-exceed fee of \$743,613**, for a **total project cost of \$1,826,260**, as shown in **Table 2**.

Table 2: Summary of Fee for Basic and Special Services

Basic Services Tasks			
Description	Current	Amend	Proposed
Task A: Project Management	\$105,100	\$0	\$105,100
Task B: Preliminary Design	\$174,751	\$0	\$174,751
Task C: Final Design Phase	\$523,953	\$0	\$523,953
Task D: Bid Phase	\$40,091	\$0	\$40,091
Task E: Construction Phase General Rep.	\$238,752	\$0	\$238,752
Basic Services Subtotal (Lump Sum)	\$1,082,647	\$0	\$1,082,647
Special Services Tasks			
Description	CPM Fee		
Task F: Resident Project Representation	\$602,830*	(\$51,577)	\$551,253
Task G: Topographic Survey (Gorrrondona)	\$9,693	\$0	\$9,693
Task H: Geotechnical Investigation (Ninyo & Moore)	\$30,239	\$0	\$30,239
Task I: Groundwater Consulting Services (AGS/ALSAY)	\$120,010	\$0	\$120,010
Task J: Environmental Review	\$3,668	\$0	\$3,668
Task K: Construction Material Testing (UES)	\$0	\$28,750	\$28,750
Special Services Subtotal (CPM)	\$766,440	(\$22,827)	\$743,613
Project Total (Basic + Special Services)	\$1,849,087	(\$22,827)	\$1,826,260

* There is a difference of 1 dollar in the amount on the signed contract. The signed contract amount is \$602,831



Mr. Carlos Quintero
Freese and Nichols, Inc.
10497 Town and Country Way, Suite 600
Houston, TX 77024

February 14, 2025

Re: UES Proposal No. 110670
Construction Materials Testing
Baker Drive Water Plant (LOA)
Tomball, TX

Dear Mr. Quintero:

UES Professional Solutions 44, LLC (UES), is pleased to submit this proposal for providing Construction Materials Testing (CMT) and related quality control services for the referenced project.

UES has integrated the resources of Alpha Testing, Riner Engineering, Rock Engineering and Testing and In-Control Technologies to form the largest geotechnical engineering, materials testing, special inspection and environmental services firm in the Texas Gulf Coast region. Our personnel and equipment resources are unmatched and we have the experienced staff to perform the necessary CMT services in accordance with the project requirements. In the Houston area, UES is accredited by the American Association for Laboratory Accreditation (A2LA) and meets the requirements of ASTM E329. We also participate in Cement and Concrete Reference Laboratory (CCRL) and AASHTO re:source proficiency sampling programs.

For the purpose of this proposal, we have estimated quantities and tests per our experience, with the information provided. The actual costs for CMT services can decrease or increase with changes in the scope of work and are heavily dependent on the contractor's work methods, production, and sequencing. This is only an estimate for budgetary purposes and UES's total fee will be based on the actual amount of time and laboratory testing required for the project. These services will be performed on a unit price basis in accordance with the attached Schedule of Services and Fees. UES is willing to re-evaluate our budget once a formal construction schedule is finalized.

UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. Report turnaround time is typically one day. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed. Our system is designed to provide high quality, real-time information.

By execution of this proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.

FIRM PROFILE

UES is a registered Texas engineering firm (#813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. UES currently employs over 275 people.

UES recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

BUSINESS LOCATIONS

Austin

2324 Ridgepoint Drive, Suite E
Austin, Texas 78754
Phone: 281-469-3347

Corpus Christi

6817 Leopard Street
Corpus Christi, TX, 78409
Phone: 361-883-4555

Dallas

2209 Wisconsin Street
Dallas, TX 75229
Phone: 972-620-8911

Fort Worth

5058 Brush Creek Road
Fort Worth, TX 76119
Phone: 817-496-5600

Houston – East

4667 Kennedy Commerce Drive
Houston, Texas 77032
Phone: 281-469-3347

Houston – North

14731 Pebble Bend Dr
Houston, Texas, 77068
Phone: 281-580-8892

Houston – West

15811 Tuckerton Road
Houston, TX 77095
Phone: 713-360-0460

Rio Grande Valley

11818 West Business Hwy 83, Unit 1
La Feria, TX 78559
Phone: 956-201-4797

Round Rock

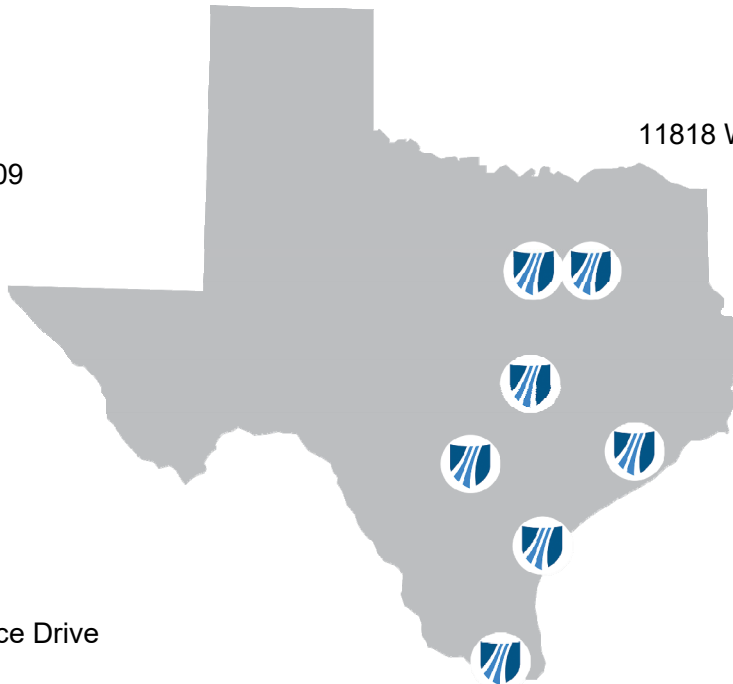
7 Roundville Lane
Round Rock, TX, 78664
Phone: 512-284-8022

San Antonio – East

4740 Perrin Creek, Suite 480
San Antonio, TX 78217
Phone: 210-249-2100

San Antonio – West

10856 Vandale Street
San Antonio, TX, 78216
Phone: 210-495-8000



Quality Control

All testing equipment in UES's laboratories is calibrated on an annual basis using traceable standards (NIST or NISTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, UES also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience.

We appreciate the opportunity to submit this proposal for CMT services and look forward to working with you during the construction phase of this project. If there are any questions concerning this proposal or if we can be of further assistance, please contact us at your convenience.

Respectfully submitted,

UES



Leah Martinez
Project Estimating Manager

CLIENT APPROVAL

ESTIMATED BUDGET: \$25,000.00

Consultant offers the CLIENT the Proposal as described above. CLIENT may accept Consultant's offer by signing in the space provided below and returning a signed copy to Consultant. Such notification may be given by fax or by returning the original proposal. In the event the CLIENT authorizes work without returning a signed copy, the CLIENT agrees to be bound by the terms and conditions as stated herein. The proposal described above has been read, understood, and accepted by CLIENT effective as of the date that the executed proposal is returned to Consultant.

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE: _____
(signature)

Printed Name: _____ Title: _____

Date Accepted: _____

CLIENT Business Name: _____

Billing Address: _____

Telephone: _____ Email: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____ A/P Contact Telephone: _____

*A/P Contact Email: _____

**A/P Contact Email must be provided before UES can proceed with its proposed services*

REPORT DISTRUBUTION

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

UES
Construction Materials Engineering and Testing
Basic Services and Cost Estimate
Project Name: Baker Drive Water Plant (LOA); Tomball, TX

DESCRIPTION	Estimated Quantity	Unit Rate	Estimated Total
CMT Testing			
Not to exceed budget based on attached fee schedule	1	\$25,000.00	\$25,000.00
			\$25,000.00

UES
Construction Materials Engineering and Testing
Standard Unit Rates
Project Name: Baker Drive Water Plant (LOA); Tomball, TX

DESCRIPTION	UNIT RATE
<u>EARTHWORK</u>	
Engineering Technician services performing in-place field density testing (per hour)	\$58.00
Engineering Technician services for sample pick-up (per hour)	\$58.00
Overtime (in excess of 8 hours per day) (per hour)	\$87.00
Vehicle Trip Charge (per trip)	\$100.00
Nuclear Density Equipment Charge (per trip)	\$100.00
Moisture/Density Relationship of Soils	
Standard Proctor (ASTM D 698) (each)	\$250.00
Modified Proctor (ASTM D 1557) (each)	\$250.00
Target Moisture Proctors (per point) (each)	\$120.00
With Lime added in laboratory, add (each)	\$75.00
Atterberg-limit Determinations	
Natural (each)	\$85.00
With Lime, add (each)	\$85.00
No. 200 Sieve Analysis (each)	\$85.00
Free Swell Tests (each)	\$100.00
Lime Series, pH Method (Eades & Grim Method) (each)	\$375.00
Soluble Sulfate (Standard 8 Day turn around, Rush rates quoted upon request) (each)	\$125.00
Compressive Strength of Stabilized Sand (each)	\$60.00
Completion Letter (min)	\$500.00
Moisture Content Tests (each)	\$9.50
Engineering Review (per hour)	\$150.00
<u>CONCRETE</u>	
Engineering Technician services for molding concrete test specimens, performing slump, rebar & air tests and testing at batch plant (per hour)	\$58.00
Engineering Technician Services Overtime (in excess of 8 hours per day) (per hour)	\$87.00
Specimen pick-up (4 hour minimum) (per hour)	\$58.00
Vehicle Trip Charge (per trip)	\$100.00
Laboratory compression testing and reporting of concrete cylinders (each)	\$22.00
Reserve concrete cylinders not tested (each)	\$22.00
Engineering Review (per hour)	\$150.00

UES Professional Solutions 44, LLC
GENERAL CONDITIONS – TEXAS

SECTION 1: SCOPE OF SERVICES

1.1 UES Professional Solutions 44, LLC (“UES”) will provide to Client the professional services described under the Scope of Services (“Services”) in the Professional Services Agreement (“Agreement”) between UES and Client to which these General Conditions form a part.

1.2 UES shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written Addendum or Change Order (collectively, “Addendum”) to the Agreement agreed to by UES and Client, and only to the extent set forth in that Addendum. Either UES or Client may communicate in writing any requested changes in the nature and scope of the Project; in either case, the changes shall only be executed upon written approval of the Addendum by UES and Client.

1.3 Unless otherwise provided for in the Agreement, the Services will be provided on a standard work schedule of Monday through Friday 8:00 AM to 5:00 PM (excluding holidays), and samples will be analyzed on a standard five (5) to seven (7) business day laboratory turnaround time.

1.4 UES shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

1.5 UES shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration (“OSHA”), and other materials necessary to provide the Services. UES, at its sole discretion, may retain subcontractors or other third-parties to assist it in the provision of the Services.

1.6 Client will provide UES with written authorization to proceed with the Services and any associated fee (e.g., retainer) prior to UES initiating work on the Services.

1.7 The terms “Project” and “Site” are used interchangeably in these General Conditions refer to the land and/or construction project on which or to which UES is to provide Services under this Agreement.

1.8 UES shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. UES also agrees not to be treated, or seek to be treated, as an employee of Client for any purpose, including for the purposes of fringe benefits provided by Client, or for disability income, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits and Federal income tax withholding at sources. UES hereby represents that UES has and at all times will maintain timely payments of all taxes due to the Internal Revenue Service and all other government agencies, including withholding and all other taxes.

SECTION 2: PROFESSIONAL STANDARD OF CARE

2.1 UES will provide its services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES UES PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

2.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any Hazardous Substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUCH SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST UES, AND SHALL INDEMNIFY, DEFEND, AND HOLD UES HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

2.3 UES will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.

2.4 The Services provided by UES are not intended to be and shall not be construed as providing legal advice, and UES shall not be responsible for Client’s compliance with any applicable laws.

2.5 Client and Client’s personnel and contractors shall promptly inform UES of any actual or suspected defects in UES’s services, to help UES take those prompt and effective measures that in UES’s opinion will help minimize the consequences of any such defect. Client’s payment in full of the amount owed for services rendered shall be taken to mean that Client is satisfied with and has accepted UES’s services.

SECTION 3: SITE ACCESS, SITE CONDITIONS AND CLIENT RESPONSIBILITIES

3.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for UES to perform the Services and will notify all affected persons and entities in writing of UES’s presence. The access shall be adequate to allow UES to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. UES shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services by UES.

3.2 If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant UES lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and shall provide UES a copy of such access agreement at least three business days in advance of the date contemplated for the first Site access related to the Project. UES reserves the right to delay, without penalty, any Site visit and the provision of Services under the Agreement if a site access agreement, in UES’ reasonable judgment and discretion, would impose conditions, liabilities or risks on UES in excess of those set forth in these General Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (“UES INDEMNITEES”) HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY’S FEES) ALLEGED BY THE SITE OWNER OR THE SITE OWNER’S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM UES’S PERFORMANCE OF SERVICES UNDER THE AGREEMENT AT SUCH SITE INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.3 Unless otherwise expressly provided for in the Agreement, Client will be responsible for communicating and coordinating with the Site owner(s) with respect to access necessary to the provision of the Services, including security procedures, opening gates, providing access to buildings, avoiding conflicts between provision of the Services and any commercial or manufacturing activities on the Site, and moving vehicles or other equipment that may interfere with the agreed upon Site activities and the Site access necessary to conduct such activities, including opening gates to allow equipment to gain access to proposed work areas, areas to store necessary equipment, as well as access to the interiors of any onsite buildings.

3.4 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for UES to provide the Services. UES shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, UES will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. UES shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If UES encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. UES shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, UES shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA.

3.5 Client shall inform UES of any reporting or other requirements imposed by any third parties, such as federal, state, or local entities with respect to environmental matters relevant to the Services, Client shall assume responsibility to provide any required notice to any third party, and it shall secure the necessary permits or permissions from any third parties (including governmental authorities) required for UES's provision of the Services. If included in the Agreement, Client may authorize UES to obtain certain permits on Client's behalf, in which case Client shall be responsible for any fees or expenses incurred by UES with respect to obtaining such permits.

3.6 Client shall provide UES with all necessary information to perform its services, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, environmental and hydrogeological investigations and studies, other designs, documents, and any other existing environmental information about the Site. Client assumes all liability for information not provided to UES that could affect the quality or sufficiency of the Services UES provides. If UES encounters undisclosed or unforeseen conditions that may cause material delays or an increase in fees or costs, UES shall inform Client and any changes in schedule, fees or costs shall be addressed in an Addendum. UES shall not be responsible for any delays, fees or costs caused by undisclosed or unforeseen conditions.

3.7 Client is responsible for accurately identifying to UES in writing the existence and location of all subterranean structures and utilities on or affecting the Site (including the type and location of utility lines) and the services to be provided by UES. UES will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize UES to conduct applicable public utility identification and clearance requirements on behalf of Client. CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FOR ANY CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES ARISING FROM DAMAGE DONE TO ANY SUBTERRANEAN STRUCTURES OR UTILITIES, OR FOR THE RELEASE OF ANY HAZARDOUS SUBSTANCES FROM ANY SUCH STRUCTURES OR UTILITIES, THAT ARE NOT ACCURATELY IDENTIFIED AND LOCATED IN WRITING AND DISCLOSED TO UES BY CLIENT BEFORE UES COMMENCES ITS WORK INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.8 Unless otherwise stated in the Agreement, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If UES encounters materially different conditions at the Site, UES shall inform Client and an Addendum shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

SECTION 4: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

4.1 Client represents it has informed UES of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided UES with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

4.2 For purposes of the Agreement and these General Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

4.3 Except to the extent required by law, UES shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

4.4 [FOR INVESTIGATION / REMEDIATION PROJECTS] The discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. In the event of the discovery of Hazardous Substances or other environmental conditions not contemplated within the Services, Client agrees to compensate UES for all expenses incurred or caused by the discovery, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

[FOR GEOTECH PROJECTS ONLY] Client agrees that the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. Although unlikely, Client acknowledges that such a discovery may make it necessary for UES to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate UES for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

4.5 [FOR INVESTIGATION / REMEDIATION PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. UES shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. UES may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

[FOR GEOTECH PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, UES shall not have any res

with respect to the storage or preservation of samples, and Client agrees that UES is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

4.6 UES shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

4.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) UES' DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES UES IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) UES IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) UES IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT UES ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 5: BILLING AND PAYMENT

5.1 UES will submit invoices to Client in accordance with the Agreement for the specific Project. If the Agreement includes a retainer, the retainer must be received by UES before it will initiate work on the Project.

5.2 Payment will be due 30 days after presentation of invoice. Client will pay a finance charge of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law, on all past due invoices. If UES incurs any expenses to collect overdue invoices, Client will also be liable for all sums incurred for reasonable attorneys' fees, expert witness fees, time of UES's employees, expenses and court costs, and interest.

5.3 Client agrees that UES may refuse to release to Client any reports, findings, data and other work product until it has been paid in full for services rendered. UES reserves, and does not waive, any lien rights it may have for unpaid professional services. Client agrees that all reports and other work furnished to Client or its agents that Client has not timely paid for will be returned upon demand and will not be used by the Client for any purpose.

5.4 UES shall have no obligation under this Agreement or any Addendum to provide expert consultant or expert witness services in litigation, arbitration, or any other dispute resolution proceeding, to produce its work product in discovery, to undertake any further investigation or analysis or prepare a report in connection with any such proceeding, or to make available for testimony its current or former employees or consultants. The Parties will execute a new agreement for any such services. In the absence of a new executed agreement for such services, Client will pay UES 150% of its prevailing rates and expenses for the time spent by UES employees and costs incurred on any such additional tasks.

5.5 Services provided at the Client's request outside normal business hours will be performed for an additional fee to be negotiated and reflected in the Agreement or an executed Addendum, or, if no such fee is negotiated, at 150% of UES standard rates.

5.6 Reimbursable expenses, those outside of the scope of the proposed services, are charged to the Client at cost plus fifteen (15) percent and include the following items:

(i) Out of scope reproduction of plans, specifications and other documents, including plans and documents necessary for submission to regulatory agencies, but excluding documents reproduced for use by UES and any of its consultants.

(ii) Out of scope permit application and filing fees advanced by UES. Such fees will be invoiced to Client at cost.

(iii) The cost of equipment rental including, where applicable, equipment operators and subcontracted services, such as authorized photogrammetry, testing services, laboratory services, archeological services, and other specialized services, excluding those services which are explicitly included in the UES proposal. If the services covered by this Agreement are subject to local or state taxes or fees, such additional costs will be charged to the project and are subject to reimbursement as provided herein.

5.7 Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure events such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the proposed Agreement. UES shall have the right to increase its compensation payable by the Client to UES in the event that UES must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided UES gives the Client fifteen (15) days prior notice as to the cause for escalation and the additional amounts involved.

5.8 The fees and charges reflected in UES's proposal for services are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear as a separate item on UES's invoice and Client shall be liable for the payment of such taxes to UES. Notwithstanding the foregoing, Client shall not be responsible for any foreign, federal, state or local taxes based on UES's net income or receipts, or such other taxes based on UES doing business in any particular jurisdiction.

SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES during the provision of the Services, are instruments of service, and shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. UES shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by UES prior to the date of this Agreement or created or modified by UES during the provision of the Services.

6.2 UES will retain final reports generated as part of the Services for a period of at least five years following submission of such reports or completion of the Services, whichever is later. UES will make those records available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of UES employees to assemble and transmit those documents.

6.3 The Services and all deliverables provided as part of the Services (including but not limited to reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES), are prepared for the sole and exclusive use of Client, and Client is the only entity to which UES owes any duty, in contract or tort, pursuant to any law or under this Agreement. Any information or deliverables generated by UES during the provision of the Services may not be given or disclosed to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and Deliverables may be disclosed, and for which a separate fee will be charged. UES shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and Client shall release, indemnify, defend, and hold harmless UES from any losses (including attorney's fees) arising from or related to such unauthorized disclosure, attribution or reliance.

6.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

SECTION 7: RISK ALLOCATION

7.1 CLIENT AGREES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THAT THE AGGREGATE LIABILITY OF UES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, SHALL NOT EXCEED THE GREATER OF \$50,000.00 OR THE FEE ACTUALLY PAID BY CLIENT TO UES FOR THE SERVICES. IN CONSIDERATION FOR PAYMENT BY THE CLIENT OF AN ADDITIONAL SUM OF \$1,000, UES AGREES THAT ITS AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, ARISING FROM SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THERETO SHALL BE THE GREATER OF \$50,000 OR UP TO \$1,000,000 IN COVERAGE BY ITS PROFESSIONAL LIABILITY POLICY (INCLUDING ANY DEDUCTIBLE OR SELF INSURED RETENTION). The terms "claim" or "claims" mean any claim in contract, tort, or statute alleging errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligence, negligent misrepresentation, and any other basis giving rise to liability in law or equity.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THE AGREEMENT OR ANY ADDENDUM, UES SHALL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO REDUCTION IN VALUE OF REAL PROPERTY, PENALTIES ASSOCIATED WITH NON-COMPLIANCE WITH LAW, LOST PROFITS, LOSS OF USE, FINANCING COSTS AND LOST SAVINGS) INCURRED BY CLIENT. ITS EMPLOYEES, CONSULTANTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS.

7.3 Client agrees that it will not seek damages in excess of this contractually agreed-upon limitation against any other person or entity who may in turn join UES as a third-party defendant for such damages, or where such person or entity may seek recovery from UES in a separate proceeding. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD UES INDEMNITEES HARMLESS FOR ANY SUCH DAMAGES (INCLUDING ATTORNEY'S FEES) AWARDED TO ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY LITIGATION, ARBITRATION OR OTHER DISPUTE RESOLUTION PROCEEDING COMMENCED BY CLIENT AGAINST ANY SUCH PERSON OR ENTITY FOR DAMAGES FOR WHICH UES MAY BE IN WHOLE OR PART BE HELD LIABLE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

SECTION 8: INSURANCE

8.1 UES represents it has Worker's Compensation insurance in force, that is has commercial general liability coverage in the amount of \$1,000,000.00 and has professional liability insurance in the amount of \$1,000,000.00.

8.2 Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by UES, provide proof to UES to verify such insurance.

SECTION 9: INDEMNITY

9.1 IN ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISION IN THESE GENERAL CONDITIONS, CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, TO RELEASE, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO UES), INDEMNIFY, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS ("UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES FROM OR BY ANY PERSON OR ENTITY ARISING FROM (1) ACTS OR OMISSIONS BY CLIENT, CLIENT'S AGENTS, STAFF, AND OTHERS EMPLOYED BY OR CONTRACTED TO CLIENT, INCLUDING ARCHITECTS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, WHETHER OR NOT UES IS RESPONSIBLE IN WHOLE OR IN PART FOR THE ACTS OR OMISSIONS FOR WHICH CLIENT IS INDEMNIFYING UES AND (2) THE PROVISION OF THE SERVICES BY UES EXCEPT TO THE EXTENT CAUSED BY UES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUCH EXCEPTION SUBJECT TO THE LIMITS SET FORTH IN SECTION 7. FOR THE AVOIDANCE OF DOUBT, CLIENT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 9.1 INCLUDE, WITHOUT LIMITATION, INDEMNIFICATION FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

9.2 UES AGREES TO INDEMNIFY, AND HOLD CLIENT HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING TO THE EXTENT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY UES IN THE PROVISION OF THE SERVICES, SUBJECT TO THE LIMITS SET FORTH IN SECTION 7.

9.3 To the extent either party's damages are covered by available insurance, Client and UES waive all rights of subrogation against each other and against the contractors, subcontractors, consultants, agents, and employees of the other, except such rights as they may have to the proceeds of such insurance.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement or any Addendum shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, UES shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against UES subject to the limitations in Section 7.

10.2 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against UES, shall be deemed waived unless (i) Client notifies UES of the claim or claims within thirty (30) days of discovery thereof, and (ii) i

contends that a claim exists against UES for negligence or another violation of a standard of care owed by UES, Client has first provided UES with a written certification executed by an independent design professional currently practicing in the same discipline as UES. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in the Proposal Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to UES not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

10.3 NOTWITHSTANDING THE FOREGOING, UES SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY UES FOR THE SERVICES DESCRIBED IN THE PROPOSAL AGREEMENT.

SECTION 11: TERMINATION

11.1 This Agreement may be terminated by either party for cause upon seven (7) days written notice and opportunity to cure in the event of a material breach by the other party, or in the case of a force majeure event such as terrorism, act of war, riot, insurrection, strike, declared public health emergency, flood, unusual weather condition, or act of God that continues or affects the Site for more than seven (7) calendar days. Such termination shall not be effective if such material breach or force majeure event has been remedied before expiration of the period specified in the written notice. In the event of any termination, UES shall be paid for Services (including any related costs and expenses) performed up to the termination notice date plus reasonable termination expenses.

11.2 UES and Client may terminate this Agreement at any time by mutual written consent.

11.3 In the event of termination or a suspension for more than three months of the Project for which these Services are to be provided, UES may in its sole discretion complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs incurred by UES in completing such analyses, records, and reports.

SECTION 12: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

12.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than UES subcontractors), such services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client and such third parties.

12.2 UES shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

12.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

12.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of UES. UES will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work.

12.5 Client shall at the time of execution of the Agreement provide UES with a proposed schedule for tests and inspections UES shall perform. Client will give reasonable notice of all changes to that schedule. UES shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 13: SOLICITATION OF EMPLOYEES

Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which UES has provided services hereunder, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of UES except as authorized in writing by UES. Client agrees that its breach of this Section shall cause UES irreparable harm, and that UES may, in addition to recovering any provable damages, enforce this obligation by injunction.

SECTION 14: NO ASSIGNMENT

Neither Client nor UES may delegate, assign or transfer its rights or obligations under the Agreement for any reason without the written consent of the other party. For avoidance of doubt, this provision does not affect UES' right, at its sole discretion, to use contractors or subcontractors in the performance and delivery of the Services.

SECTION 15: GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws provisions of the State of Texas to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.

15.2 If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities provided for will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

15.3 **WITH RESPECT TO CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, THESE TERMS AND CONDITIONS COMPLY WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.**

SECTION 16: INTEGRATED AGREEMENT

16.1 This Agreement, and any Addendum represent and contain the entire and only agreement and understanding among the parties with respect to the subject matter of their subject matter, and they supersede all prior or contemporaneous oral and written agreements, understandings, representations, inducements, promises, communications, and conditions between the parties. No agreement, understanding, representation, inducement, promise, or condition with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

16.2 In the event any provision of the Agreement or these General Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

SECTION 17: NO AMENDMENT

17.1 The Agreement, including these General Conditions, may not be amended, or modified except by a writing signed by both parties.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

SECTION 18: WAIVER OF JURY TRIAL

Both Client and UES waive trial by jury in any action arising out of or related to the Agreement, and any Addendum to the Agreement.

SECTION 19: CONTRACTUAL STATUTE OF LIMITATIONS

To the extent that a statute of limitations for any cause of action against UES arising from this Agreement or any Addendum can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to any this Agreement or any Addendum, or the services provided by UES thereunder, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date UES last provided services thereunder. The parties agree that this provision is material to the decision of UES to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

SECTION 20: HEADINGS

The headings in these General Conditions are for reference only and are not intended to form part of the contract between the Parties.

REVISED: 3/7/24

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 5, 2025

Topic:

Approve Supplemental Number Two, amending the Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2023-10010, East Water Plant project, for a net decrease of \$181,019, for a total contract amount not-to-exceed \$2,435,105, 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 Fiscal Year 2024-2025 Capital Improvement Budget.

Background:

The completed Water Master Plan identified recommendations for projects needed to address the required capacity for the current demand and future growth including the recommendation to construct a new water plant to be located on the eastern side of the system. In November 2022, the City entered into a professional services agreement with Freese & Nichols, Inc. to complete the design and oversee construction of the East Water Plant project.

The professional services agreement with Freese & Nichols, Inc. (FNI) included a scope of work to complete the design and oversee construction of the project to a new pump station, groundwater well, and ground storage tank, for a not-to-exceed amount of \$2,606,076. Supplemental number one to the professional services agreement increased the not-to-exceed amount by \$10,048 to account for surveying and drainage profiling for the site.

Supplemental number two decreases the not-to-exceed amount by \$181,019, and changes the following tasks:

1. **Resident Project Representation – (\$227,019)**
 - a. Construction management for construction phase.
2. **Construction Material Testing – \$46,000**
 - a. Coordination of material testing laboratory for the testing of compacted soils and concrete.

The proposed supplemental decreases the total contract amount by \$181,019, for a not-to-exceed contract amount of \$2,435,105. This project was included in the FY 2024-2025 Capital Improvement Budget as an on-going capital project as part of the Certificate of Obligation issuance.

East Water Plant Project Budget Breakdown		
Project Element	Total Contract	Remaining Contract
Land Acquisition – Threshold	\$9,286.18	\$3,236.18
Engineering – Freese & Nicols*	\$2,435,105	\$1,115,134.58
Construction – PENDING**	\$17,101,608.82**	N/A
Project Budget \$19,546,000	Total Contracts \$17,101,608.82	Remaining Funding \$0

*After amendment two decrease of \$181,019

**Bids pending submission in April (construction estimate only)

**SUPPLEMENTAL NO. 2
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. 2023-10010
CITY OF TOMBALL
EAST WATER PLANT**

**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 Freese & Nichols, Inc. ("Engineer"), executed the ____ day of April 2025, relative to the addition of work for the following tasks:

- 1. Resident Project Representation – (\$227,019)**
 - a. Reduction in construction management efforts.
- 2. Construction Material Testing – \$46,000 (not-to-exceed)**
 - a. Coordination of material testing laboratory for the testing of compacted soils and concrete.

WITNESSETH:

WHEREAS, the City desires to execute a supplemental amendment to the Professional Services Agreement for services related to the East Water Plant (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I. SCOPE OF AGREEMENT

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

SECTION II. CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

SECTION III. OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

SECTION IV. TIME FOR PERFORMANCE

The time for performance is an estimated 1,200 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 **\$(181,019)**, including reimbursable expenses as identified in Exhibit "A", for a total contract amount not to exceed **\$2,435,105**.

**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:

Freese & Nichols, Inc
Attention: Richard Weatherly
11200 Broadway Street, Suite 2320
Pearland, Texas 77584

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

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

SECTION XI. LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XII.
SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION XIII.
DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this ____ day of _____, _____.

Company Name: Freese & Nichols, Inc.

Richard Weatherly

Name: Richard Weatherly, PE

Title: Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Shannon Bennett, Assistant City Secretary

EXHIBIT A



CITY OF TOMBALL, TX

501 James Street

Tomball, Texas 77375

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #2

FNI Project: TMB22839

Client Contract: 2023-10010

Date: 3/31/2025

Project Name: EAST WATER PLANT
Adjustment of Construction Management and Resident Project Representation. Addition of Construction Materials Testing to be provided by UES

Description of Services: There is a reduction in construction management effort in the amount of \$227,019. Conversely, there is an additional cost for the construction material testing in the amount of \$46,000. The net reduction in the overall cost of the project is \$181,019. (Attached is amended Scope of Work)

Deliverables: N/A

Schedule: Construction schedule is increased by one month to 20 months

Compensation Type: Not to Exceed Fee

Current Contract Amount: \$2,616,124

Amount of this Amendment: (\$181,019)

Revised Total Amount Authorized: \$2,435,105

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF TOMBALL, TX

FREESE AND NICHOLS, INC.

By: _____

By: _____

Name: David Esquivel

Name: Jason Ward

Title: City Manager

Title: Vice President

Date: _____

Date: 4/1/2025

**SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY
EAST WATER PLANT FINAL DESIGN AMENDMENT 2
MARCH 31, 2025**

PROJECT UNDERSTANDING

Tomball completed an update of their Water Master Plan in 2018. The master plan identified improvement needs in the City's water distribution system that that will help the City serve anticipated future water demands. These improvement recommendations included construction of a new water plant (East Water Plant) at the eastern side of the City system along Hufsmith-Kohrville road in between Mahaffey road and Country Club Green Drive. This project will include construction of a new pump station, groundwater well, and ground storage tank.

Assumptions

- The construction package will include work for the following two facilities:
 - A new 3,000 gpm pump station with space for expansion to 4,500 gpm in the Hufsmith-Kohrville Rd corridor between Spell Rd in the south and FM 2920 in the north
 - 1.0 MG ground storage tank
 - Groundwater well.
- The project will include a siting study, preliminary and final design.
- A Siting Study will be prepared for the ground water well location and pump station with GST tank. This will aid the city in securing a site of roughly 1.5 to 2 Acres.
- A preliminary design report (PDR) will be prepared for the pump station improvements.
- The PDR will include alternatives for the pump station layout with recommendations for the future delivery point from NHCRWA, the ground storage tank, pump types, and electrical equipment.
- Final Design will include all required environmental, drainage, civil, architectural, structural, electrical and hydraulic design.
- The entire site will have a perimeter chain link fence with one motorized sliding vehicular access gate.
- The site will require yard piping, landscaping screening, grading, driveway, fencing, drainage, lighting and irrigation.
- Based on previous experience from the Water Well consultant, there could be water quality challenges to be addressed. FNI will present several mixing system options during design phase and will assume selection of one of these is included in the design.
- Chlorine gas will be used initially with provisions for conversion to chloramines when surface water is brought to the site.
- Overflow from the ground tank will be routed to drain away from future development and drainage design as needed.
- A stand-by generator will be included in the design and will be diesel driven.
- The project will use a design-bid-build delivery method.
- The construction project will be bid as a single construction package.
- *The project will include Materials Testing per the proposal provided in special services by the subcontractor UES*

The project tasks are broken down in **Table 1**:

Table 1: East Water Plant Tasks

Task	Task Description
Basic Services	
A	Project Management
B	Siting Study
C	Preliminary Design
D	Final Design Phase
E	Bid Phase
F	Construction General Representation
Special Services	
G	Resident Project Representation
H	Topographic Survey
I	Geotechnical Investigation
J	AGS Siting Report
K	Environmental Review and Permitting
L	Construction Materials Testing

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

TASK A: PROJECT MANAGEMENT

Consultant shall provide project management services for the project. The following services shall be provided:

A1. Project Kickoff Meeting (internal)

No change.

A2. Project Kickoff Meeting

No change.

A3. Monthly Progress Meetings (internal)

No change.

A4. Monthly Progress Meetings

No change.

A5. City Council Presentations

No change.

A6. Project Schedule

No change.

A7. Monthly Project One Page Reports

No change.

A8. Project Scheduler Review

No change.

A9. Contract Operations

No change.

A10. Contract Preparation

No change.

A11. Project Close Out

No change.

A12. Quality Management

No change

TASK B: SITING STUDY

B1. Site Evaluation

No change.

B2. Draft Siting Memorandum

No change.

B3. Presentation to the City

No change.

B4. Final Siting Memorandum

No change.

TASK C: PRELIMINARY DESIGN 3,000 GPM PS:

FNI shall provide professional services in this phase as follows:

C1. Hydraulic Analysis

No change.

C2. Storage Tank

No change.

C3. Pump Station System Curves

No change.

C4. Pump Evaluation and Selection

No change.

C5. Well Pumping Capacity

No change.

C6. Phase I Environmental Site Assessment

No change.

C7. Chemical Process Layout

No change.

C8. Civil and Structural Plans

No change.

C9. Electrical Power Supply

No change.

C10. Draft Preliminary Design Report

No change.

C11. Review Meeting with the City Staff

No change.

C12. Final Preliminary Design Report

No change.

TASK D: FINAL DESIGN 3,000 GPM PS :

FNI shall provide professional services in this phase as follows:

D1. 60% Final Design

No change.

D2. 90% Final Design

- a. No change.
- b. No change.
- c. No change.
- d. No change.
- e. No change.
- f. No change.
- g. No change.
- h. No change.
- i. No change.
- j. No change.

D3. 100% Final Design

- a. No change.
- b. No change.

TASK E: BID PHASE

Upon completion of the design services and approval of "Final" drawings and specifications by City, Consultant will proceed with the performance of services in this phase as follows:

E1. Prepare Bid Documents

No change.

E2. Distribute Bid Documents

No change.

E3. Maintain Distributed Bid Documents

No change.

E4. Issue Addenda and Respond to Questions

No change.

E5. Pre-bid Conference

No change.

E6. Bid Tabulation and Award Recommendation

No change.

E7. Conformed Contract Documents

No change.

E8. Issue of Documents and Notice to Proceed to Contractor

No change.

TASK F: CONSTRUCTION GENERAL REPRESENTATION

No change.

F1. Pre-Construction Conference

No change.

F2. Construction Communication Plan

No change.

F3. Construction Documents Review

No change.

F4. Pay Request Review

No change.

F5. Monthly Site Visits

No change.

F6. Non-Conforming Work Notification

No change.

F7. Construction Documents Interpretation

No change.

F8. Management of Change

No change.

F9. Management of Change

No change.

F10. Pump Station Start Up

No change.

F11. Final Walk Thru

No change.

F12. Record Drawings

No change.

SPECIAL SERVICES: FNI shall render the following special services once they have been authorized by the City

TASK G: CONSTRUCTION MANAGEMENT AND INSPECTION

The Consultant will have a Resident Project Representative (RPR) on the Site. The duties, responsibilities, and the limitations of authority of the RPR, and designated assistants, are as follows:

G1. CONSTRUCTION MANAGEMENT GENERAL ASSUMPTIONS

No change.

G2. CONSTRUCTION MANAGER AND RESIDENT PROJECT REPRESENTATIVE ASSIGNMENTS

No change.

G3. DUTIES AND RESPONSIBILITIES OF THE RPR

Provide the services of an on-site Construction Inspector / RPR acceptable to the City. FNI will provide a level of service based on the duration and schedule of the project as outlined in the fee spreadsheet. The Consultant will provide one half time inspector and a part-time construction manager. The inspector will cover the pump station project over the expected construction duration of 19 months. He is expected to work an average of 20 hours per week. The CM will average two trips to the site a week for the duration of the work, expected to be 19 months.

TASK H: TOPOGRAPHIC SURVEY

Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following survey shall be provided.

H1. ABSTRACT

No change.

H2. PERMIT FOR ACCESS PROPERTY

No change.

H2. TOPOGRAPHIC SURVEY

No change

H2. DIG TESS CALL

No change.

TASK I: GEOTECHNICAL INVESTIGATION

Consultant will render the following geotechnical engineering professional services in connection with the project consisting of field exploration, laboratory testing, engineering analysis, and reporting.

I1. FIELD EXPLORATION

No change.

I2. LABORATORY TESTING

No change

I3. PUMP STATION GEOTECHNICAL DESIGN REPORT

No change.

I4. GROUND STORAGE TANK GEOTECHNICAL DESIGN REPORT

No change.

TASK J: WELL SITING REPORT

The Report including the following*

J1. PROPOSED WATER WELL FESIBILITY STUDY

No change.

J2. WELL CONSTRUCTION PARAMETERS

No change.

J3. POLLUTION HAZARDS STUDY AND REPORT

No change.

J4. WELL AND PUMP SPECIFICATIONS REVIEW

No change.

J5. WELL CONSTRUCTION AND FIELD SERVICES

*City of Tomball
East Water Plant Amendment 2
Scope of Work*

No change.

J6. LABORATORY SERVICES

No change.

TASK K: ENVIRONMENTAL REVIEW

No change.

K1. WETLAND DELINEATION

No change.

K2. HAZARDOUS MATERIALS REVIEW

No change.

K3. SECTION 404 PERMITTING

No change.

K4. PRECONSTRUCTION NOTIFICATION

No change.

K5. SECTION 404 MITIGATION PLAN

No change.

TASK L: CONSTRUCTION MATERIALS TESTING provided by UES

Consultant will coordinate with the material testing laboratory (UES) the testing of compacted soils and concrete based on the proposal attached to this amendment in a total cost not to exceed \$40,000.

Summary of Meetings

No change

Summary of Presentations

No change

List of Deliverables

No change

Summary of Project Schedule

No change

SUMMARY OF AMENDMENT FEE FOR ENGINEERING SERVICES

FNI proposes to perform the basic and special services outlined in the above sections for a total **lump sum fee of \$1,602,448**, and **not-to-exceed fee of \$832,657**, for a **total project cost of \$2,435,105**, as shown in **Table 2**.

Table 2: Summary of Fee for Basic and Special Services

Basic Services Tasks			
Description	Current	Amend	Proposed
Tasks A-C: Project Mgmt./Siting Study/Preliminary Design	\$ 525,869	\$0	\$525,869
Task D: Final Design Phase	\$ 772,772	\$0	\$772,772
Task E: Bid Phase	\$ 36,165	\$0	\$36,165
Task F: Construction Phase General Rep.	\$ 267,641	\$0	\$267,641
Basic Services Subtotal (Lump Sum)	\$ 1,602,448	\$0	\$1,602,448
Special Services Tasks			
Description	CPM Fee		
Task G: Resident Project Representation	\$ 824,655	(\$227,019)	\$597,636
Task H: Topographic Survey	\$ 22,967	\$0	\$22,967
Task I: Geotechnical Investigation	\$ 61,100	\$0	\$61,100
Task J: AGS Siting Report	\$ 80,755	\$0	\$80,755
Task K: Environmental Review and Permitting	\$ 24,199	\$0	\$24,199
Task L: Construction Material Testing (UES)	\$0	\$46,000	\$46,000
Special Services Subtotal (CPM)	\$ 1,013,676	(\$ 181,019)	\$ 832,657
Project Total (Basic + Special Services)	\$ 2,616,124	(\$ 181,019)	\$ 2,435,105



Mr. Carlos Quintero
Freese and Nichols, Inc.
10497 Town and Country Way, Suite 600
Houston, TX 77024

February 14, 2025

Re: UES Proposal No. 110676
Construction Materials Testing
East Water Plant (LOA)
Tomball, TX

Dear Mr. Quintero:

UES Professional Solutions 44, LLC (UES), is pleased to submit this proposal for providing Construction Materials Testing (CMT) and related quality control services for the referenced project.

UES has integrated the resources of Alpha Testing, Riner Engineering, Rock Engineering and Testing and In-Control Technologies to form the largest geotechnical engineering, materials testing, special inspection and environmental services firm in the Texas Gulf Coast region. Our personnel and equipment resources are unmatched and we have the experienced staff to perform the necessary CMT services in accordance with the project requirements. In the Houston area, UES is accredited by the American Association for Laboratory Accreditation (A2LA) and meets the requirements of ASTM E329. We also participate in Cement and Concrete Reference Laboratory (CCRL) and AASHTO re:source proficiency sampling programs.

For the purpose of this proposal, we have estimated quantities and tests per our experience, with the information provided. The actual costs for CMT services can decrease or increase with changes in the scope of work and are heavily dependent on the contractor's work methods, production, and sequencing. This is only an estimate for budgetary purposes and UES's total fee will be based on the actual amount of time and laboratory testing required for the project. These services will be performed on a unit price basis in accordance with the attached Schedule of Services and Fees. UES is willing to re-evaluate our budget once a formal construction schedule is finalized.

UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. Report turnaround time is typically one day. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed. Our system is designed to provide high quality, real-time information.

By execution of this proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.

FIRM PROFILE

UES is a registered Texas engineering firm (#813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. UES currently employs over 275 people.

UES recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

BUSINESS LOCATIONS

Austin

2324 Ridgepoint Drive, Suite E
Austin, Texas 78754
Phone: 281-469-3347

Corpus Christi

6817 Leopard Street
Corpus Christi, TX, 78409
Phone: 361-883-4555

Dallas

2209 Wisconsin Street
Dallas, TX 75229
Phone: 972-620-8911

Fort Worth

5058 Brush Creek Road
Fort Worth, TX 76119
Phone: 817-496-5600

Houston – East

4667 Kennedy Commerce Drive
Houston, Texas 77032
Phone: 281-469-3347

Houston – North

14731 Pebble Bend Dr
Houston, Texas, 77068
Phone: 281-580-8892

Houston – West

15811 Tuckerton Road
Houston, TX 77095
Phone: 713-360-0460

Rio Grande Valley

11818 West Business Hwy 83, Unit 1
La Feria, TX 78559
Phone: 956-201-4797

Round Rock

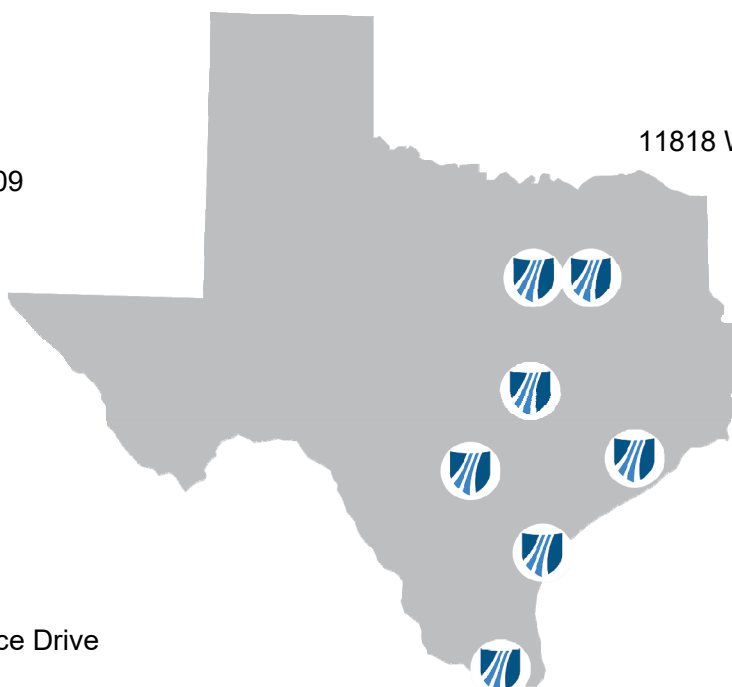
7 Roundville Lane
Round Rock, TX, 78664
Phone: 512-284-8022

San Antonio – East

4740 Perrin Creek, Suite 480
San Antonio, TX 78217
Phone: 210-249-2100

San Antonio – West

10856 Vandale Street
San Antonio, TX, 78216
Phone: 210-495-8000



Quality Control

All testing equipment in UES's laboratories is calibrated on an annual basis using traceable standards (NIST or NISTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, UES also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience.

Mr. Carlos Quintero

UES Proposal No. 110676

February 14, 2025

We appreciate the opportunity to submit this proposal for CMT services and look forward to working with you during the construction phase of this project. If there are any questions concerning this proposal or if we can be of further assistance, please contact us at your convenience.

Respectfully submitted,

UES



Leah Martinez
Project Estimating Manager

CLIENT APPROVAL

ESTIMATED BUDGET: \$40,000.00

Consultant offers the CLIENT the Proposal as described above. CLIENT may accept Consultant's offer by signing in the space provided below and returning a signed copy to Consultant. Such notification may be given by fax or by returning the original proposal. In the event the CLIENT authorizes work without returning a signed copy, the CLIENT agrees to be bound by the terms and conditions as stated herein. The proposal described above has been read, understood, and accepted by CLIENT effective as of the date that the executed proposal is returned to Consultant.

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE: _____
(signature)

Printed Name: _____ Title: _____

Date Accepted: _____

CLIENT Business Name: _____

Billing Address: _____

Telephone: _____ Email: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____ A/P Contact Telephone: _____

*A/P Contact Email: _____

**A/P Contact Email must be provided before UES can proceed with its proposed services*

REPORT DISTRUBUTION

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

UES
Construction Materials Engineering and Testing
Basic Services and Cost Estimate
Project Name: East Water Plant (LOA); Tomball, TX

DESCRIPTION	Estimated Quantity	Unit Rate	Estimated Total
CMT Testing			
Not to exceed budget based on attached fee schedule	1	\$40,000.00	\$40,000.00
ESTIMATED BUDGET			\$40,000.00

UES
Construction Materials Engineering and Testing
Standard Unit Rates
Project Name: East Water Plant (LOA); Tomball, TX

DESCRIPTION	UNIT RATE
<u>EARTHWORK</u>	
Engineering Technician services performing in-place field density testing (per hour)	\$58.00
Engineering Technician services for sample pick-up (per hour)	\$58.00
Overtime (in excess of 8 hours per day) (per hour)	\$87.00
Vehicle Trip Charge (per trip)	\$100.00
Nuclear Density Equipment Charge (per trip)	\$100.00
Moisture/Density Relationship of Soils	
Standard Proctor (ASTM D 698) (each)	\$250.00
Modified Proctor (ASTM D 1557) (each)	\$250.00
Target Moisture Proctors (per point) (each)	\$120.00
With Lime added in laboratory, add (each)	\$75.00
Atterberg-limit Determinations	
Natural (each)	\$85.00
With Lime, add (each)	\$85.00
No. 200 Sieve Analysis (each)	\$85.00
Free Swell Tests (each)	\$100.00
Lime Series, pH Method (Eades & Grim Method) (each)	\$375.00
Soluble Sulfate (Standard 8 Day turn around, Rush rates quoted upon request) (each)	\$125.00
Compressive Strength of Stabilized Sand (each)	\$60.00
Completion Letter (min)	\$500.00
Moisture Content Tests (each)	\$9.50
Engineering Review (per hour)	\$150.00
<u>CONCRETE</u>	
Engineering Technician services for molding concrete test specimens, performing slump, rebar & air tests and testing at batch plant (per hour)	\$58.00
Engineering Technician Services Overtime (in excess of 8 hours per day) (per hour)	\$87.00
Specimen pick-up (4 hour minimum) (per hour)	\$58.00
Vehicle Trip Charge (per trip)	\$100.00
Laboratory compression testing and reporting of concrete cylinders (each)	\$22.00
Reserve concrete cylinders not tested (each)	\$22.00
Engineering Review (per hour)	\$150.00

UES Professional Solutions 44, LLC
GENERAL CONDITIONS – TEXAS

SECTION 1: SCOPE OF SERVICES

1.1 UES Professional Solutions 44, LLC (“UES”) will provide to Client the professional services described under the Scope of Services (“Services”) in the Professional Services Agreement (“Agreement”) between UES and Client to which these General Conditions form a part.

1.2 UES shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written Addendum or Change Order (collectively, “Addendum”) to the Agreement agreed to by UES and Client, and only to the extent set forth in that Addendum. Either UES or Client may communicate in writing any requested changes in the nature and scope of the Project; in either case, the changes shall only be executed upon written approval of the Addendum by UES and Client.

1.3 Unless otherwise provided for in the Agreement, the Services will be provided on a standard work schedule of Monday through Friday 8:00 AM to 5:00 PM (excluding holidays), and samples will be analyzed on a standard five (5) to seven (7) business day laboratory turnaround time.

1.4 UES shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

1.5 UES shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration (“OSHA”), and other materials necessary to provide the Services. UES, at its sole discretion, may retain subcontractors or other third-parties to assist it in the provision of the Services.

1.6 Client will provide UES with written authorization to proceed with the Services and any associated fee (e.g., retainer) prior to UES initiating work on the Services.

1.7 The terms “Project” and “Site” are used interchangeably in these General Conditions refer to the land and/or construction project on which or to which UES is to provide Services under this Agreement.

1.8 UES shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. UES also agrees not to be treated, or seek to be treated, as an employee of Client for any purpose, including for the purposes of fringe benefits provided by Client, or for disability income, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits and Federal income tax withholding at sources. UES hereby represents that UES has and at all times will maintain timely payments of all taxes due to the Internal Revenue Service and all other government agencies, including withholding and all other taxes.

SECTION 2: PROFESSIONAL STANDARD OF CARE

2.1 UES will provide its services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES UES PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

2.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any Hazardous Substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUCH SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST UES, AND SHALL INDEMNIFY, DEFEND, AND HOLD UES HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

2.3 UES will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.

2.4 The Services provided by UES are not intended to be and shall not be construed as providing legal advice, and UES shall not be responsible for Client’s compliance with any applicable laws.

2.5 Client and Client’s personnel and contractors shall promptly inform UES of any actual or suspected defects in UES’s services, to help UES take those prompt and effective measures that in UES’s opinion will help minimize the consequences of any such defect. Client’s payment in full of the amount owed for services rendered shall be taken to mean that Client is satisfied with and has accepted UES’s services.

SECTION 3: SITE ACCESS, SITE CONDITIONS AND CLIENT RESPONSIBILITIES

3.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for UES to perform the Services and will notify all affected persons and entities in writing of UES’s presence. The access shall be adequate to allow UES to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. UES shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services by UES.

3.2 If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant UES lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and shall provide UES a copy of such access agreement at least three business days in advance of the date contemplated for the first Site access related to the Project. UES reserves the right to delay, without penalty, any Site visit and the provision of Services under the Agreement if a site access agreement, in UES’ reasonable judgment and discretion, would impose conditions, liabilities or risks on UES in excess of those set forth in these General Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (“UES INDEMNITEES”) HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY’S FEES) ALLEGED BY THE SITE OWNER OR THE SITE OWNER’S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM UES’S PERFORMANCE OF SERVICES UNDER THE AGREEMENT AT SUCH SITE INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.3 Unless otherwise expressly provided for in the Agreement, Client will be responsible for communicating and coordinating with the Site owner(s) with respect to access necessary to the provision of the Services, including security procedures, opening gates, providing access to buildings, avoiding conflicts between provision of the Services and any commercial or manufacturing activities on the Site, and moving vehicles or other equipment that may interfere with the agreed upon Site activities and the Site access necessary to conduct such activities, including opening gates to allow equipment to gain access to proposed work areas, areas to store necessary equipment, as well as access to the interiors of any onsite buildings.

3.4 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for UES to provide the Services. UES shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, UES will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. UES shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If UES encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. UES shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, UES shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA.

3.5 Client shall inform UES of any reporting or other requirements imposed by any third parties, such as federal, state, or local entities with respect to environmental matters relevant to the Services, Client shall assume responsibility to provide any required notice to any third party, and it shall secure the necessary permits or permissions from any third parties (including governmental authorities) required for UES's provision of the Services. If included in the Agreement, Client may authorize UES to obtain certain permits on Client's behalf, in which case Client shall be responsible for any fees or expenses incurred by UES with respect to obtaining such permits.

3.6 Client shall provide UES with all necessary information to perform its services, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, environmental and hydrogeological investigations and studies, other designs, documents, and any other existing environmental information about the Site. Client assumes all liability for information not provided to UES that could affect the quality or sufficiency of the Services UES provides. If UES encounters undisclosed or unforeseen conditions that may cause material delays or an increase in fees or costs, UES shall inform Client and any changes in schedule, fees or costs shall be addressed in an Addendum. UES shall not be responsible for any delays, fees or costs caused by undisclosed or unforeseen conditions.

3.7 Client is responsible for accurately identifying to UES in writing the existence and location of all subterranean structures and utilities on or affecting the Site (including the type and location of utility lines) and the services to be provided by UES. UES will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize UES to conduct applicable public utility identification and clearance requirements on behalf of Client. CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FOR ANY CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES ARISING FROM DAMAGE DONE TO ANY SUBTERRANEAN STRUCTURES OR UTILITIES, OR FOR THE RELEASE OF ANY HAZARDOUS SUBSTANCES FROM ANY SUCH STRUCTURES OR UTILITIES, THAT ARE NOT ACCURATELY IDENTIFIED AND LOCATED IN WRITING AND DISCLOSED TO UES BY CLIENT BEFORE UES COMMENCES ITS WORK INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.8 Unless otherwise stated in the Agreement, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If UES encounters materially different conditions at the Site, UES shall inform Client and an Addendum shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

SECTION 4: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

4.1 Client represents it has informed UES of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided UES with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

4.2 For purposes of the Agreement and these General Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

4.3 Except to the extent required by law, UES shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

4.4 [FOR INVESTIGATION / REMEDIATION PROJECTS] The discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. In the event of the discovery of Hazardous Substances or other environmental conditions not contemplated within the Services, Client agrees to compensate UES for all expenses incurred or caused by the discovery, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

[FOR GEOTECH PROJECTS ONLY] Client agrees that the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. Although unlikely, Client acknowledges that such a discovery may make it necessary for UES to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate UES for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

4.5 [FOR INVESTIGATION / REMEDIATION PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. UES shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. UES may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

[FOR GEOTECH PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, UES shall not have any res

with respect to the storage or preservation of samples, and Client agrees that UES is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

4.6 UES shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

4.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) UES' DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES UES IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) UES IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) UES IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT UES ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 5: BILLING AND PAYMENT

5.1 UES will submit invoices to Client in accordance with the Agreement for the specific Project. If the Agreement includes a retainer, the retainer must be received by UES before it will initiate work on the Project.

5.2 Payment will be due 30 days after presentation of invoice. Client will pay a finance charge of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law, on all past due invoices. If UES incurs any expenses to collect overdue invoices, Client will also be liable for all sums incurred for reasonable attorneys' fees, expert witness fees, time of UES's employees, expenses and court costs, and interest.

5.3 Client agrees that UES may refuse to release to Client any reports, findings, data and other work product until it has been paid in full for services rendered. UES reserves, and does not waive, any lien rights it may have for unpaid professional services. Client agrees that all reports and other work furnished to Client or its agents that Client has not timely paid for will be returned upon demand and will not be used by the Client for any purpose.

5.4 UES shall have no obligation under this Agreement or any Addendum to provide expert consultant or expert witness services in litigation, arbitration, or any other dispute resolution proceeding, to produce its work product in discovery, to undertake any further investigation or analysis or prepare a report in connection with any such proceeding, or to make available for testimony its current or former employees or consultants. The Parties will execute a new agreement for any such services. In the absence of a new executed agreement for such services, Client will pay UES 150% of its prevailing rates and expenses for the time spent by UES employees and costs incurred on any such additional tasks.

5.5 Services provided at the Client's request outside normal business hours will be performed for an additional fee to be negotiated and reflected in the Agreement or an executed Addendum, or, if no such fee is negotiated, at 150% of UES standard rates.

5.6 Reimbursable expenses, those outside of the scope of the proposed services, are charged to the Client at cost plus fifteen (15) percent and include the following items:

(i) Out of scope reproduction of plans, specifications and other documents, including plans and documents necessary for submission to regulatory agencies, but excluding documents reproduced for use by UES and any of its consultants.

(ii) Out of scope permit application and filing fees advanced by UES. Such fees will be invoiced to Client at cost.

(iii) The cost of equipment rental including, where applicable, equipment operators and subcontracted services, such as authorized photogrammetry, testing services, laboratory services, archeological services, and other specialized services, excluding those services which are explicitly included in the UES proposal. If the services covered by this Agreement are subject to local or state taxes or fees, such additional costs will be charged to the project and are subject to reimbursement as provided herein.

5.7 Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure events such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the proposed Agreement. UES shall have the right to increase its compensation payable by the Client to UES in the event that UES must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided UES gives the Client fifteen (15) days prior notice as to the cause for escalation and the additional amounts involved.

5.8 The fees and charges reflected in UES's proposal for services are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear as a separate item on UES's invoice and Client shall be liable for the payment of such taxes to UES. Notwithstanding the foregoing, Client shall not be responsible for any foreign, federal, state or local taxes based on UES's net income or receipts, or such other taxes based on UES doing business in any particular jurisdiction.

SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES during the provision of the Services, are instruments of service, and shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. UES shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by UES prior to the date of this Agreement or created or modified by UES during the provision of the Services.

6.2 UES will retain final reports generated as part of the Services for a period of at least five years following submission of such reports or completion of the Services, whichever is later. UES will make those records available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of UES employees to assemble and transmit those documents.

6.3 The Services and all deliverables provided as part of the Services (including but not limited to reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES), are prepared for the sole and exclusive use of Client, and Client is the only entity to which UES owes any duty, in contract or tort, pursuant to any law or under this Agreement. Any information or deliverables generated by UES during the provision of the Services may not be given or disclosed to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and Deliverables may be disclosed, and for which a separate fee will be charged. UES shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and Client shall release, indemnify, defend, and hold harmless UES from any losses (including attorney's fees) arising from or related to such unauthorized disclosure, attribution or reliance.

6.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

SECTION 7: RISK ALLOCATION

7.1 CLIENT AGREES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THAT THE AGGREGATE LIABILITY OF UES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, SHALL NOT EXCEED THE GREATER OF \$50,000.00 OR THE FEE ACTUALLY PAID BY CLIENT TO UES FOR THE SERVICES. IN CONSIDERATION FOR PAYMENT BY THE CLIENT OF AN ADDITIONAL SUM OF \$1,000, UES AGREES THAT ITS AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, ARISING FROM SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THERETO SHALL BE THE GREATER OF \$50,000 OR UP TO \$1,000,000 IN COVERAGE BY ITS PROFESSIONAL LIABILITY POLICY (INCLUDING ANY DEDUCTIBLE OR SELF INSURED RETENTION). The terms "claim" or "claims" mean any claim in contract, tort, or statute alleging errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligence, negligent misrepresentation, and any other basis giving rise to liability in law or equity.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THE AGREEMENT OR ANY ADDENDUM, UES SHALL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO REDUCTION IN VALUE OF REAL PROPERTY, PENALTIES ASSOCIATED WITH NON-COMPLIANCE WITH LAW, LOST PROFITS, LOSS OF USE, FINANCING COSTS AND LOST SAVINGS) INCURRED BY CLIENT. ITS EMPLOYEES, CONSULTANTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS.

7.3 Client agrees that it will not seek damages in excess of this contractually agreed-upon limitation against any other person or entity who may in turn join UES as a third-party defendant for such damages, or where such person or entity may seek recovery from UES in a separate proceeding. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD UES INDEMNITEES HARMLESS FOR ANY SUCH DAMAGES (INCLUDING ATTORNEY'S FEES) AWARDED TO ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY LITIGATION, ARBITRATION OR OTHER DISPUTE RESOLUTION PROCEEDING COMMENCED BY CLIENT AGAINST ANY SUCH PERSON OR ENTITY FOR DAMAGES FOR WHICH UES MAY BE IN WHOLE OR PART BE HELD LIABLE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

SECTION 8: INSURANCE

8.1 UES represents it has Worker's Compensation insurance in force, that it has commercial general liability coverage in the amount of \$1,000,000.00 and has professional liability insurance in the amount of \$1,000,000.00.

8.2 Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by UES, provide proof to UES to verify such insurance.

SECTION 9: INDEMNITY

9.1 IN ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISION IN THESE GENERAL CONDITIONS, CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, TO RELEASE, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO UES), INDEMNIFY, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS ("UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES FROM OR BY ANY PERSON OR ENTITY ARISING FROM (1) ACTS OR OMISSIONS BY CLIENT, CLIENT'S AGENTS, STAFF, AND OTHERS EMPLOYED BY OR CONTRACTED TO CLIENT, INCLUDING ARCHITECTS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, WHETHER OR NOT UES IS RESPONSIBLE IN WHOLE OR IN PART FOR THE ACTS OR OMISSIONS FOR WHICH CLIENT IS INDEMNIFYING UES AND (2) THE PROVISION OF THE SERVICES BY UES EXCEPT TO THE EXTENT CAUSED BY UES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUCH EXCEPTION SUBJECT TO THE LIMITS SET FORTH IN SECTION 7. FOR THE AVOIDANCE OF DOUBT, CLIENT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 9.1 INCLUDE, WITHOUT LIMITATION, INDEMNIFICATION FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

9.2 UES AGREES TO INDEMNIFY, AND HOLD CLIENT HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING TO THE EXTENT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY UES IN THE PROVISION OF THE SERVICES, SUBJECT TO THE LIMITS SET FORTH IN SECTION 7.

9.3 To the extent either party's damages are covered by available insurance, Client and UES waive all rights of subrogation against each other and against the contractors, subcontractors, consultants, agents, and employees of the other, except such rights as they may have to the proceeds of such insurance.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement or any Addendum shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, UES shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against UES subject to the limitations in Section 7.

10.2 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against UES, shall be deemed waived unless (i) Client notifies UES of the claim or claims within thirty (30) days of discovery thereof, and (ii) i

contends that a claim exists against UES for negligence or another violation of a standard of care owed by UES, Client has first provided UES with a written certification executed by an independent design professional currently practicing in the same discipline as UES. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in the Proposal Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to UES not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

10.3 NOTWITHSTANDING THE FOREGOING, UES SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY UES FOR THE SERVICES DESCRIBED IN THE PROPOSAL AGREEMENT.

SECTION 11: TERMINATION

11.1 This Agreement may be terminated by either party for cause upon seven (7) days written notice and opportunity to cure in the event of a material breach by the other party, or in the case of a force majeure event such as terrorism, act of war, riot, insurrection, strike, declared public health emergency, flood, unusual weather condition, or act of God that continues or affects the Site for more than seven (7) calendar days. Such termination shall not be effective if such material breach or force majeure event has been remedied before expiration of the period specified in the written notice. In the event of any termination, UES shall be paid for Services (including any related costs and expenses) performed up to the termination notice date plus reasonable termination expenses.

11.2 UES and Client may terminate this Agreement at any time by mutual written consent.

11.3 In the event of termination or a suspension for more than three months of the Project for which these Services are to be provided, UES may in its sole discretion complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs incurred by UES in completing such analyses, records, and reports.

SECTION 12: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

12.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than UES subcontractors), such services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client and such third parties.

12.2 UES shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

12.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

12.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of UES. UES will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work.

12.5 Client shall at the time of execution of the Agreement provide UES with a proposed schedule for tests and inspections UES shall perform. Client will give reasonable notice of all changes to that schedule. UES shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 13: SOLICITATION OF EMPLOYEES

Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which UES has provided services hereunder, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of UES except as authorized in writing by UES. Client agrees that its breach of this Section shall cause UES irreparable harm, and that UES may, in addition to recovering any provable damages, enforce this obligation by injunction.

SECTION 14: NO ASSIGNMENT

Neither Client nor UES may delegate, assign or transfer its rights or obligations under the Agreement for any reason without the written consent of the other party. For avoidance of doubt, this provision does not affect UES' right, at its sole discretion, to use contractors or subcontractors in the performance and delivery of the Services.

SECTION 15: GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws provisions of the State of Texas to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.

15.2 If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities provided for will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

15.3 **WITH RESPECT TO CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, THESE TERMS AND CONDITIONS COMPLY WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.**

SECTION 16: INTEGRATED AGREEMENT

16.1 This Agreement, and any Addendum represent and contain the entire and only agreement and understanding among the parties with respect to the subject matter of their subject matter, and they supersede all prior or contemporaneous oral and written agreements, understandings, representations, inducements, promises, communications, and conditions between the parties. No agreement, understanding, representation, inducement, promise, or condition with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

16.2 In the event any provision of the Agreement or these General Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

SECTION 17: NO AMENDMENT

17.1 The Agreement, including these General Conditions, may not be amended, or modified except by a writing signed by both parties.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

SECTION 18: WAIVER OF JURY TRIAL

Both Client and UES waive trial by jury in any action arising out of or related to the Agreement, and any Addendum to the Agreement.

SECTION 19: CONTRACTUAL STATUTE OF LIMITATIONS

To the extent that a statute of limitations for any cause of action against UES arising from this Agreement or any Addendum can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to any this Agreement or any Addendum, or the services provided by UES thereunder, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date UES last provided services thereunder. The parties agree that this provision is material to the decision of UES to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

SECTION 20: HEADINGS

The headings in these General Conditions are for reference only and are not intended to form part of the contract between the Parties.

REVISED: 3/7/24

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 5, 2025

Topic:

Approve Supplemental Number Three, amending the Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2019-10008, FM 2920 Lift Station Consolidation project, in the amount of \$176,021, for a total contract amount not-to-exceed \$2,394,179, 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 Fiscal Year 2024-2025 Capital Improvement Budget.

Background:

In November 2022, the City entered into a professional services agreement with Freese & Nichols, Inc. to complete the design and oversee construction of the FM 2920 Lift Station Consolidation project. The project was identified as an effort to expand the capacity of the wastewater collection system on the southwest side of the City. The existing FM 2920 lift station does not have the capacity for future development needs and therefore, alternatives to expand the lift station and force main were evaluated and the recommendation was made to the decommission the existing lift station and flow by gravity exclusively.

The professional services agreement with Freese & Nichols, Inc. (FNI) included a scope of work to complete a route study and evaluate the two proposed options for the wastewater collection system, design the project based on the best option, and oversee construction, for a not-to-exceed amount of \$2,206,200. Supplemental number three to the professional services agreement includes the addition of work for the following tasks:

1. Resident Project Representation – \$32,271

- a. Provide construction management for construction phase due to City staffing changes.

2. Easement Legal Description and Exhibit Preparation – \$34,500

- a. Additional effort related to the preparation and acquisition of easements relating to Harris County and Harris County Flood Control District, private owners, and adjustment of alignment as required.

3. Construction Material Testing – \$109,250

- a. Coordination of material testing laboratory for the testing of compacted soils and concrete.

The proposed supplemental increases the total contract amount by \$176,021, for a not-to-exceed contract amount of \$2,394,179. This project was included in the FY 2024-2025 Capital Improvement Budget as an on-going capital project as part of the Certificate of Obligation issuance.

FM 2920 Lift Station Consolidation Project Budget Breakdown		
Project Element	Total Contract	Remaining Contract
Acquisition Services (Threshold Land Acquisition)	\$77,646.28	\$71,046.28
Acquisition – Easement	\$401,644.72	\$319,567.92
Appraisal Services (Newmark)	\$42,000	\$3,000.00
Engineering (Preliminary) – Oller Engineering	\$18,609.65	\$0.00
Engineering (Design) – Freese & Nicols	\$2,394,179.00	\$1,422,124.90
Construction – Pate Garver	\$5,284,286.50	\$4,885,144.00
Construction Estimate – Phase II (pending)*	\$7,484,996.77	N/A
Project Budget \$15,474,100	Total Contracts \$15,474,100	Remaining Funding \$7,487,996.77

*Bid Pending

While this addendum increases the total contract cost to Freese & Nichols there were additional addendums for Baker Drive Water Plant and East Water Plant that offset the requested increase to the FM 2920 Lift Station Consolidation project.

This item approves supplemental number three with Freese & Nichols, Inc. amending the professional services agreement in the amount of \$176,021, for a total contract amount not-to-exceed \$2,394,179.

Origination: Project Management

Recommendation:

Staff recommends approving supplemental number three with Freese & Nichols, Inc. amending the professional services agreement in the amount of \$176,021, for a total contract amount not-to-exceed \$2,394,179.

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: #400-614-6409

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

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

**SUPPLEMENTAL NO. 3
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. 2019-10008
CITY OF TOMBALL
FM 2920 SANITARY LIFT STATION CONSOLIDATION**

**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 Freese & Nichols, Inc. ("Engineer"), executed the ____ day of May 2025, relative to the addition of work for the following tasks:

- 1. Resident Project Representation - \$32,271 (not-to-exceed)**
 - a. Provide Construction Management for construction phase due to City staffing changes
- 2. Easement Legal Description and Exhibit Preparation - \$34,500 (not-to-exceed)**
 - a. Additional effort related to the preparation and acquisition of easements relating to Harris County and Harris County Flood Control District, private owners, and adjustment of alignment as required.
- 3. Construction Material Testing - \$109,250 (not-to-exceed)**
 - a. Coordination of material testing laboratory for the testing of compacted soils and concrete.

WITNESSETH:

WHEREAS, the City desires to execute a supplemental amendment to the Professional Services Agreement for services related to the FM 2920 Lift Station Consolidation project (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 1,200 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 **\$176,021**, including reimbursable expenses as identified in Exhibit "A", for a total contract amount not to exceed **\$2,394,179**.

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:

Freese & Nichols, Inc
Attention: Richard Weatherly
11200 Broadway Street, Suite 2320
Pearland, Texas 77584

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

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

SECTION XI. LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XII.
SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION XIII.
DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this ____ day of _____, _____.

Company Name: Freese & Nichols, Inc.

Richard Weatherly

Name: Richard Weatherly, PE

Title: Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Shannon Bennett, Assistant City Secretary

EXHIBIT A



CITY OF TOMBALL, TX

501 James Street

Tomball, Texas 77375

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #3

FNI Project: TMB22900

Client Contract: 2019-10008

Date: 3/31/2025

Project Name:	FM 2920 LIFT STATION IMPROVEMENTS
Description of Services:	Perform additional Easements for Phase 2 on a not to exceed fee of \$34,500. Include construction materials testing on a not to exceed fee of \$109,250. Increase the CMI effort in \$32,271 Total increase fee of \$176,021
Deliverables:	Easements for Phase 1 and 2
Schedule:	Easements: 2 Weeks after notice to proceed has been received.
Compensation Type:	Not to Exceed Fee
Current Contract Amount:	\$2,218,158
Amount of this Amendment:	\$176,021
Revised Total Amount Authorized:	\$2,394,179

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF TOMBALL, TX

FREESE AND NICHOLS, INC.

By: _____

By: _____

Name: David Esquivel

Name: Jason Ward

Title: City Manager

Title: Vice President

Date: _____

Date: 4/1/2025

Attachment A
City of Tomball
FM 2920 Lift Station Improvements
Final Design Amendment 3
Engineering Scope of Services
March 31, 2025

PROJECT UNDERSTANDING:

The FM 2920 Lift Station Consolidation project is part of the City of Tomball's effort to expand capacity of the wastewater collection system to their existing WWTP on the southwest side of town. The existing collection system includes a 30-inch sanitary sewer along Holderrieth Road from the South WWTP to a manhole and stub-out west of SH 249. The existing FM 2920 lift station does not have the capacity for future development needs. Following an alternatives analysis it was determined that a proposed 15,500 linear feet of 30/24-inch sanitary sewer would be installed along Holderrieth Road from SH 249 west to Calvert Road, turning north along Calvert Road until N Humble Lake Road intersection and heading northwest paralleling through private property until reaching Treichel Road and turning north along Treichel Road to Waller-Tomball Road, and then west along Waller-Tomball Road to the existing FM 2920 lift station.

This project included an alternative route study to evaluate the route that provides the best value to the City, detailed design of the selected route, bid phase services, and general construction representation services. Other special services include resident project representation, geotechnical investigation, topographic survey, easement preparation (if necessary), and environmental evaluation.

This amendment 3 incorporates an escalation on the effort to provide CMI services, additional effort related to metes and bounds required for both phases and the materials testing effort.

Assumptions

- Consolidation of the FM 2920 Lift Station will be by gravity sewer south to the stub out on Holderrieth
- The construction package will be issued as two separate bid packages.
- The construction will be procured using the design, bid, build method.
- *The project will include Materials Testing per the proposal provided in special services by the subcontractor UES*

BASIC SERVICES: Freese and Nichols, Inc. (FNI) may render the following professional services to the City of Tomball (OWNER) in connection with the project, described as: Wastewater Collection System – FM 2920 Lift Station Consolidation.

TASK A: PROJECT MANAGEMENT

A1. Project Kickoff Meeting

No change.

A2. Project Management and Communication

No change

A3. Monthly Progress Meeting

No change.

A4. Quality Assurance/ Quality Control

No change.

A5. Coordinate Sub-consultant's Efforts

No change.

TASK B: ALTERNATE ROUTE STUDY

B1. Prepare Route Study

Completed, No change.

TASK C: DESIGN PHASE

C1. Prepare Plans and Specifications

No change.

C2. Permits

No change.

C3. OPCC

No change.

C4. Quality Control Review Meeting

No change.

C5. Texas Commission on Environmental Quality (TCEQ)

No change.

TASK D: BID OR PROPOSAL PHASE

D1. Securing Bids

No change.

D2. Conducting Pre-bid Conference

No change.

D3. Responding to Bid Questions

No change.

D4. Bid Opening

No change.

D5. Preparation of Construction Contract Documents

No change.

D6. Furnish Drawings and Specifications

No change.

TASK E: CONSTRUCTION PHASE

No change.

E1. Pre-construction Meeting

No change.

E2. Communication Procedures

No change.

E3. Project Documentation

No change.

E4. Payment Requests

No change.

E5. Site Visits

No change.

E6. Quality Review

No change.

E7. Coordinate Testing Laboratories

No change.

E8. Interpret Drawings and Specifications

No change.

E9. Administering Construction Contracts

No change.

E10. Documentation for Contract Modifications

No change.

E11. Owner Furnished Equipment or Materials

No change.

E12. Final Review

No change.

E13. Construction Drawings

No change.

TASK F: SPECIAL SERVICES

F1. Resident Project Representation

The City will provide the services of a part-time on-site Construction Inspector / RPR (resident project representative). FNI will provide a construction manager. The CM will average two trips to the site a week for the duration of the work, expected to be 78 weeks. FNI will provide also a part-time RPR. This individual will be on the Site approximately 20 hours per week and will act as FNI's agent at the site. He also will act as directed by and under the supervision of FNI and will confer with FNI regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with FNI and CONTRACTOR, keeping Owner advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of FNI..

F2. Duties and Responsibilities

The duties, responsibilities, and the limitations of authority of the RPR, and designated assistants, are as follows:

F2.1. Schedule

No change.

F2.2. Conferences

No change.

F2.3. Liaison

No change.

F2.4. Shop Drawings and Samples

No change.

F2.5. Review of Work, Rejection of Defective Work, Inspections and Tests

No change.

F2.6. Interpretation of Contract Documents

No change.

F2.7. Request for Revisions

No change.

F2.8. Records

No change.

F2.9. Reports

No change.

F2.10. Payment Requests

No changes.

F2.11. Certificate, Maintenance and Operation Manuals

No changes.

F2.12. Completion

No changes.

F3. Limitation of Authority of Project Representative:

No changes.

TASK G: GEOTECHNICAL INVESTIGATION

No change

TASK H: SURVEY INVESTIGATION

No change

TASK I: EASEMENT LEGAL DESCRIPTION AND EXHIBIT PREPARATION

Additional effort related to the preparation and acquisition of easements for HCFCD, Harris County, private owners and adjustment of alignment according to the attached proposal provided by Gorrondona and Associates. Total Not to Exceed Fee of \$34,500

TASK J: SUBSURFACE UTILITY ENGINEERING

No change

TASK K: ENVIRONMENTAL EVALUATION

No change

TASK L: CONSTRUCTION MATERIAL TESTING provided by UES

Consultant will coordinate with the material testing laboratory (UES) the testing of compacted soils and concrete based on the proposals attached to this amendment in a total cost not to exceed of \$109,250 .This includes \$57,500 for Phase 1 and \$51,750 for Phase 2.

Summary of Meetings

Phase I (30-Inch)

No change

Phase II (24-Inch)

No change

Summary of Presentations

- One (1) alternate route study workshop: Complete

List of Deliverables

Phase I (30-Inch)

No change

Phase II (24-Inch)

No change

Summary of Project Schedule

No change.

Summary of Amendment Fee for Engineering Services

FNI proposes to perform the additional Special Services outlined above for a **not to exceed fee of \$1,234,720**, for a **project increase of \$176,021**. The **total amended project cost is \$2,397,179** as shown in **Table 2**.

Table 2: Summary of Amendment Fee for Basic and Special Services

Basic Services			
Description	Current	Amend	Proposed
Tasks A - C: Project Management/Alternate Route Study/Final Design Phase	\$635,823	\$0	\$635,823
Task D: Bid Phase	\$50,931	\$0	\$50,931
Task E: Construction Phase General Rep.	\$472,705	\$0	\$472,705
Basic Services Subtotal (Lump Sum)	\$1,159,459	\$0	\$1,159,459
Special Services			
Description	CPM Fee		
Task F: Resident Project Representation	\$635,738	\$32,271	\$668,009
Task G: Geotechnical Investigation	\$ 97,356	\$0	\$ 97,356
Task H: Topographic Survey	\$ 136,588	\$0	\$ 136,588
Task I: Easement Legal Description and Exhibit Prep	\$ 67,752	\$ 34,500	\$ 102,252
Task J: Subsurface Utility Engineering	\$ 101,370	\$0	\$ 101,370
Task K: Environmental Evaluation	\$19,895	\$0	\$19,895
Task L: Construction Material Testing	\$0	\$109,250	\$109,250
Special Services Subtotal (CPM)	\$1,058,699	\$176,021	\$1,234,720
Project Total (Basic + Special Services)	\$2,218,158	\$176,021	\$2,394,179



Mr. Carlos Quintero
Freese and Nichols, Inc.
10497 Town and Country Way, Suite 600
Houston, TX 77024

February 20, 2025

Re: UES Proposal No. 110872
Construction Materials Testing
FM 2920 Lift Station Consolidation Phase 1 - 30 in. Sanitary Sewer (Preliminary)
Tomball, TX

Dear Mr. Quintero:

UES Professional Solutions 44, LLC (UES), is pleased to submit this proposal for providing Construction Materials Testing (CMT) and related quality control services for the referenced project.

UES has integrated the resources of Alpha Testing, Riner Engineering, Rock Engineering and Testing and In-Control Technologies to form the largest geotechnical engineering, materials testing, special inspection and environmental services firm in the Texas Gulf Coast region. Our personnel and equipment resources are unmatched and we have the experienced staff to perform the necessary CMT services in accordance with the project requirements. In the Houston area, UES is accredited by the American Association for Laboratory Accreditation (A2LA) and meets the requirements of ASTM E329. We also participate in Cement and Concrete Reference Laboratory (CCRL) and AASHTO re:source proficiency sampling programs.

For the purpose of this proposal, we have estimated quantities and tests per our experience, with the information provided. The actual costs for CMT services can decrease or increase with changes in the scope of work and are heavily dependent on the contractor's work methods, production, and sequencing. This is only an estimate for budgetary purposes and UES's total fee will be based on the actual amount of time and laboratory testing required for the project. These services will be performed on a unit price basis in accordance with the attached Schedule of Services and Fees. UES is willing to re-evaluate our budget once a formal construction schedule is finalized.

UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. Report turnaround time is typically one day. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed. Our system is designed to provide high quality, real-time information.

By execution of this proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.

FIRM PROFILE

UES is a registered Texas engineering firm (#813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. UES currently employs over 275 people.

UES recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

BUSINESS LOCATIONS

Austin

2324 Ridgepoint Drive, Suite E
Austin, Texas 78754
Phone: 281-469-3347

Corpus Christi

6817 Leopard Street
Corpus Christi, TX, 78409
Phone: 361-883-4555

Dallas

2209 Wisconsin Street
Dallas, TX 75229
Phone: 972-620-8911

Fort Worth

5058 Brush Creek Road
Fort Worth, TX 76119
Phone: 817-496-5600

Houston – East

4667 Kennedy Commerce Drive
Houston, Texas 77032
Phone: 281-469-3347

Houston – North

14731 Pebble Bend Dr
Houston, Texas, 77068
Phone: 281-580-8892

Houston – West

15811 Tuckerton Road
Houston, TX 77095
Phone: 713-360-0460

Rio Grande Valley

11818 West Business Hwy 83, Unit 1
La Feria, TX 78559
Phone: 956-201-4797

Round Rock

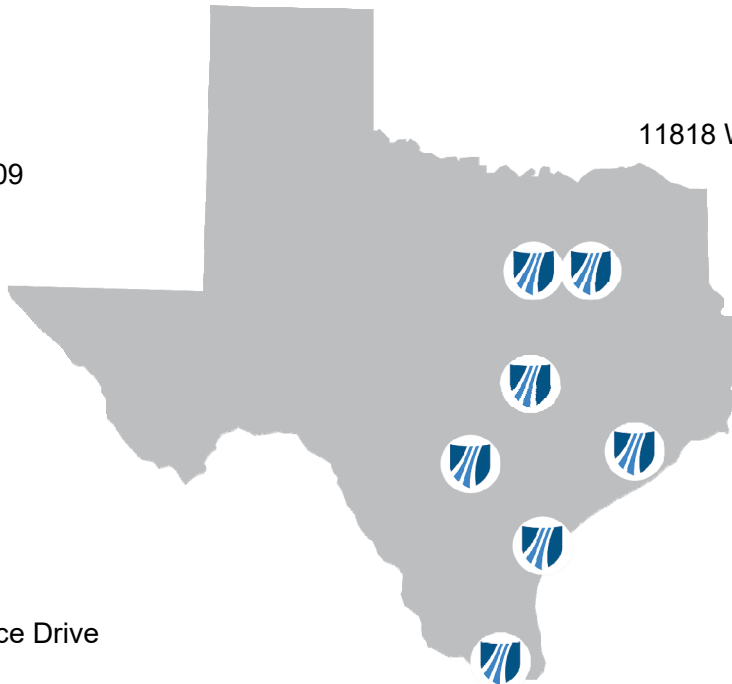
7 Roundville Lane
Round Rock, TX, 78664
Phone: 512-284-8022

San Antonio – East

4740 Perrin Creek, Suite 480
San Antonio, TX 78217
Phone: 210-249-2100

San Antonio – West

10856 Vandale Street
San Antonio, TX, 78216
Phone: 210-495-8000



Quality Control

All testing equipment in UES's laboratories is calibrated on an annual basis using traceable standards (NIST or NISTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, UES also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience.

We appreciate the opportunity to submit this proposal for CMT services and look forward to working with you during the construction phase of this project. If there are any questions concerning this proposal or if we can be of further assistance, please contact us at your convenience.

Respectfully submitted,

UES



Leah Martinez
Project Estimating Manager

CLIENT APPROVAL

ESTIMATED BUDGET: \$45,000.00

Consultant offers the CLIENT the Proposal as described above. CLIENT may accept Consultant's offer by signing in the space provided below and returning a signed copy to Consultant. Such notification may be given by fax or by returning the original proposal. In the event the CLIENT authorizes work without returning a signed copy, the CLIENT agrees to be bound by the terms and conditions as stated herein. The proposal described above has been read, understood, and accepted by CLIENT effective as of the date that the executed proposal is returned to Consultant.

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE: _____
(signature)

Printed Name: _____ Title: _____

Date Accepted: _____

CLIENT Business Name: _____

Billing Address: _____

Telephone: _____ Email: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____ A/P Contact Telephone: _____

*A/P Contact Email: _____

**A/P Contact Email must be provided before UES can proceed with its proposed services*

REPORT DISTRUBUTION

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

UES

Construction Materials Engineering and Testing
Basic Services and Cost Estimate

Project Name: FM 2920 Lift Station Consolidation Phase 1 - 30 in. Sanitary Sewer (Preliminary); Tomball, TX

DESCRIPTION	Estimated Quantity	Unit Rate	Estimated Total
CMT Testing			
Not to exceed budget based on attached fee schedule	1	\$45,000.00	\$45,000.00
ESTIMATED BUDGET			\$45,000.00

UES
Construction Materials Engineering and Testing
Standard Unit Rates

Project Name: FM 2920 Lift Station Consolidation Phase 1 - 30 in. Sanitary Sewer (Preliminary); Tomball, TX

DESCRIPTION	UNIT RATE
<u>EARTHWORK</u>	
Engineering Technician services performing in-place field density testing (per hour)	\$58.00
Engineering Technician services for sample pick-up (per hour)	\$58.00
Overtime (in excess of 8 hours per day) (per hour)	\$87.00
Vehicle Trip Charge (per trip)	\$100.00
Nuclear Density Equipment Charge (per trip)	\$100.00
Moisture/Density Relationship of Soils	
Standard Proctor (ASTM D 698) (each)	\$250.00
Modified Proctor (ASTM D 1557) (each)	\$250.00
Target Moisture Proctors (per point) (each)	\$120.00
With Lime added in laboratory, add (each)	\$75.00
Atterberg-limit Determinations	
Natural (each)	\$85.00
With Lime, add (each)	\$85.00
No. 200 Sieve Analysis (each)	\$85.00
Free Swell Tests (each)	\$100.00
Lime Series, pH Method (Eades & Grim Method) (each)	\$375.00
Soluble Sulfate (Standard 8 Day turn around, Rush rates quoted upon request) (each)	\$125.00
Compressive Strength of Stabilized Sand (each)	\$60.00
Completion Letter (min)	\$500.00
Moisture Content Tests (each)	\$9.50
Engineering Review (per hour)	\$150.00
<u>CONCRETE</u>	
Engineering Technician services for molding concrete test specimens, performing slump, rebar & air tests and testing at batch plant (per hour)	\$58.00
Engineering Technician Services Overtime (in excess of 8 hours per day) (per hour)	\$87.00
Specimen pick-up (4 hour minimum) (per hour)	\$58.00
Vehicle Trip Charge (per trip)	\$100.00
Laboratory compression testing and reporting of concrete cylinders (each)	\$22.00
Reserve concrete cylinders not tested (each)	\$22.00
Engineering Review (per hour)	\$150.00

UES Professional Solutions 44, LLC
GENERAL CONDITIONS – TEXAS

SECTION 1: SCOPE OF SERVICES

1.1 UES Professional Solutions 44, LLC (“UES”) will provide to Client the professional services described under the Scope of Services (“Services”) in the Professional Services Agreement (“Agreement”) between UES and Client to which these General Conditions form a part.

1.2 UES shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written Addendum or Change Order (collectively, “Addendum”) to the Agreement agreed to by UES and Client, and only to the extent set forth in that Addendum. Either UES or Client may communicate in writing any requested changes in the nature and scope of the Project; in either case, the changes shall only be executed upon written approval of the Addendum by UES and Client.

1.3 Unless otherwise provided for in the Agreement, the Services will be provided on a standard work schedule of Monday through Friday 8:00 AM to 5:00 PM (excluding holidays), and samples will be analyzed on a standard five (5) to seven (7) business day laboratory turnaround time.

1.4 UES shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

1.5 UES shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration (“OSHA”), and other materials necessary to provide the Services. UES, at its sole discretion, may retain subcontractors or other third-parties to assist it in the provision of the Services.

1.6 Client will provide UES with written authorization to proceed with the Services and any associated fee (e.g., retainer) prior to UES initiating work on the Services.

1.7 The terms “Project” and “Site” are used interchangeably in these General Conditions refer to the land and/or construction project on which or to which UES is to provide Services under this Agreement.

1.8 UES shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. UES also agrees not to be treated, or seek to be treated, as an employee of Client for any purpose, including for the purposes of fringe benefits provided by Client, or for disability income, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits and Federal income tax withholding at sources. UES hereby represents that UES has and at all times will maintain timely payments of all taxes due to the Internal Revenue Service and all other government agencies, including withholding and all other taxes.

SECTION 2: PROFESSIONAL STANDARD OF CARE

2.1 UES will provide its services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES UES PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

2.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any Hazardous Substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUCH SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST UES, AND SHALL INDEMNIFY, DEFEND, AND HOLD UES HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

2.3 UES will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.

2.4 The Services provided by UES are not intended to be and shall not be construed as providing legal advice, and UES shall not be responsible for Client’s compliance with any applicable laws.

2.5 Client and Client’s personnel and contractors shall promptly inform UES of any actual or suspected defects in UES’s services, to help UES take those prompt and effective measures that in UES’s opinion will help minimize the consequences of any such defect. Client’s payment in full of the amount owed for services rendered shall be taken to mean that Client is satisfied with and has accepted UES’s services.

SECTION 3: SITE ACCESS, SITE CONDITIONS AND CLIENT RESPONSIBILITIES

3.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for UES to perform the Services and will notify all affected persons and entities in writing of UES’s presence. The access shall be adequate to allow UES to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. UES shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services by UES.

3.2 If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant UES lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and shall provide UES a copy of such access agreement at least three business days in advance of the date contemplated for the first Site access related to the Project. UES reserves the right to delay, without penalty, any Site visit and the provision of Services under the Agreement if a site access agreement, in UES’ reasonable judgment and discretion, would impose conditions, liabilities or risks on UES in excess of those set forth in these General Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (“UES INDEMNITEES”) HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY’S FEES) ALLEGED BY THE SITE OWNER OR THE SITE OWNER’S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM UES’S PERFORMANCE OF SERVICES UNDER THE AGREEMENT AT SUCH SITE INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.3 Unless otherwise expressly provided for in the Agreement, Client will be responsible for communicating and coordinating with the Site owner(s) with respect to access necessary to the provision of the Services, including security procedures, opening gates, providing access to buildings, avoiding conflicts between provision of the Services and any commercial or manufacturing activities on the Site, and moving vehicles or other equipment that may interfere with the agreed upon Site activities and the Site access necessary to conduct such activities, including opening gates to allow equipment to gain access to proposed work areas, areas to store necessary equipment, as well as access to the interiors of any onsite buildings.

3.4 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for UES to provide the Services. UES shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, UES will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. UES shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If UES encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. UES shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, UES shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA.

3.5 Client shall inform UES of any reporting or other requirements imposed by any third parties, such as federal, state, or local entities with respect to environmental matters relevant to the Services, Client shall assume responsibility to provide any required notice to any third party, and it shall secure the necessary permits or permissions from any third parties (including governmental authorities) required for UES's provision of the Services. If included in the Agreement, Client may authorize UES to obtain certain permits on Client's behalf, in which case Client shall be responsible for any fees or expenses incurred by UES with respect to obtaining such permits.

3.6 Client shall provide UES with all necessary information to perform its services, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, environmental and hydrogeological investigations and studies, other designs, documents, and any other existing environmental information about the Site. Client assumes all liability for information not provided to UES that could affect the quality or sufficiency of the Services UES provides. If UES encounters undisclosed or unforeseen conditions that may cause material delays or an increase in fees or costs, UES shall inform Client and any changes in schedule, fees or costs shall be addressed in an Addendum. UES shall not be responsible for any delays, fees or costs caused by undisclosed or unforeseen conditions.

3.7 Client is responsible for accurately identifying to UES in writing the existence and location of all subterranean structures and utilities on or affecting the Site (including the type and location of utility lines) and the services to be provided by UES. UES will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize UES to conduct applicable public utility identification and clearance requirements on behalf of Client. CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FOR ANY CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES ARISING FROM DAMAGE DONE TO ANY SUBTERRANEAN STRUCTURES OR UTILITIES, OR FOR THE RELEASE OF ANY HAZARDOUS SUBSTANCES FROM ANY SUCH STRUCTURES OR UTILITIES, THAT ARE NOT ACCURATELY IDENTIFIED AND LOCATED IN WRITING AND DISCLOSED TO UES BY CLIENT BEFORE UES COMMENCES ITS WORK INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.8 Unless otherwise stated in the Agreement, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If UES encounters materially different conditions at the Site, UES shall inform Client and an Addendum shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

SECTION 4: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

4.1 Client represents it has informed UES of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided UES with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

4.2 For purposes of the Agreement and these General Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

4.3 Except to the extent required by law, UES shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

4.4 [FOR INVESTIGATION / REMEDIATION PROJECTS] The discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. In the event of the discovery of Hazardous Substances or other environmental conditions not contemplated within the Services, Client agrees to compensate UES for all expenses incurred or caused by the discovery, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

[FOR GEOTECH PROJECTS ONLY] Client agrees that the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. Although unlikely, Client acknowledges that such a discovery may make it necessary for UES to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate UES for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

4.5 [FOR INVESTIGATION / REMEDIATION PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. UES shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. UES may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

[FOR GEOTECH PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, UES shall not have any res

with respect to the storage or preservation of samples, and Client agrees that UES is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

4.6 UES shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

4.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) UES' DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES UES IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) UES IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) UES IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT UES ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 5: BILLING AND PAYMENT

5.1 UES will submit invoices to Client in accordance with the Agreement for the specific Project. If the Agreement includes a retainer, the retainer must be received by UES before it will initiate work on the Project.

5.2 Payment will be due 30 days after presentation of invoice. Client will pay a finance charge of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law, on all past due invoices. If UES incurs any expenses to collect overdue invoices, Client will also be liable for all sums incurred for reasonable attorneys' fees, expert witness fees, time of UES's employees, expenses and court costs, and interest.

5.3 Client agrees that UES may refuse to release to Client any reports, findings, data and other work product until it has been paid in full for services rendered. UES reserves, and does not waive, any lien rights it may have for unpaid professional services. Client agrees that all reports and other work furnished to Client or its agents that Client has not timely paid for will be returned upon demand and will not be used by the Client for any purpose.

5.4 UES shall have no obligation under this Agreement or any Addendum to provide expert consultant or expert witness services in litigation, arbitration, or any other dispute resolution proceeding, to produce its work product in discovery, to undertake any further investigation or analysis or prepare a report in connection with any such proceeding, or to make available for testimony its current or former employees or consultants. The Parties will execute a new agreement for any such services. In the absence of a new executed agreement for such services, Client will pay UES 150% of its prevailing rates and expenses for the time spent by UES employees and costs incurred on any such additional tasks.

5.5 Services provided at the Client's request outside normal business hours will be performed for an additional fee to be negotiated and reflected in the Agreement or an executed Addendum, or, if no such fee is negotiated, at 150% of UES standard rates.

5.6 Reimbursable expenses, those outside of the scope of the proposed services, are charged to the Client at cost plus fifteen (15) percent and include the following items:

(i) Out of scope reproduction of plans, specifications and other documents, including plans and documents necessary for submission to regulatory agencies, but excluding documents reproduced for use by UES and any of its consultants.

(ii) Out of scope permit application and filing fees advanced by UES. Such fees will be invoiced to Client at cost.

(iii) The cost of equipment rental including, where applicable, equipment operators and subcontracted services, such as authorized photogrammetry, testing services, laboratory services, archeological services, and other specialized services, excluding those services which are explicitly included in the UES proposal. If the services covered by this Agreement are subject to local or state taxes or fees, such additional costs will be charged to the project and are subject to reimbursement as provided herein.

5.7 Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure events such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the proposed Agreement. UES shall have the right to increase its compensation payable by the Client to UES in the event that UES must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided UES gives the Client fifteen (15) days prior notice as to the cause for escalation and the additional amounts involved.

5.8 The fees and charges reflected in UES's proposal for services are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear as a separate item on UES's invoice and Client shall be liable for the payment of such taxes to UES. Notwithstanding the foregoing, Client shall not be responsible for any foreign, federal, state or local taxes based on UES's net income or receipts, or such other taxes based on UES doing business in any particular jurisdiction.

SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES during the provision of the Services, are instruments of service, and shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. UES shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by UES prior to the date of this Agreement or created or modified by UES during the provision of the Services.

6.2 UES will retain final reports generated as part of the Services for a period of at least five years following submission of such reports or completion of the Services, whichever is later. UES will make those records available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of UES employees to assemble and transmit those documents.

6.3 The Services and all deliverables provided as part of the Services (including but not limited to reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES), are prepared for the sole and exclusive use of Client, and Client is the only entity to which UES owes any duty, in contract or tort, pursuant to any law or under this Agreement. Any information or deliverables generated by UES during the provision of the Services may not be given or disclosed to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and Deliverables may be disclosed, and for which a separate fee will be charged. UES shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and Client shall release, indemnify, defend, and hold harmless UES from any losses (including attorney's fees) arising from or related to such unauthorized disclosure, attribution or reliance.

6.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

SECTION 7: RISK ALLOCATION

7.1 CLIENT AGREES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THAT THE AGGREGATE LIABILITY OF UES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, SHALL NOT EXCEED THE GREATER OF \$50,000.00 OR THE FEE ACTUALLY PAID BY CLIENT TO UES FOR THE SERVICES. IN CONSIDERATION FOR PAYMENT BY THE CLIENT OF AN ADDITIONAL SUM OF \$1,000, UES AGREES THAT ITS AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, ARISING FROM SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THERETO SHALL BE THE GREATER OF \$50,000 OR UP TO \$1,000,000 IN COVERAGE BY ITS PROFESSIONAL LIABILITY POLICY (INCLUDING ANY DEDUCTIBLE OR SELF INSURED RETENTION). The terms "claim" or "claims" mean any claim in contract, tort, or statute alleging errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligence, negligent misrepresentation, and any other basis giving rise to liability in law or equity.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THE AGREEMENT OR ANY ADDENDUM, UES SHALL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO REDUCTION IN VALUE OF REAL PROPERTY, PENALTIES ASSOCIATED WITH NON-COMPLIANCE WITH LAW, LOST PROFITS, LOSS OF USE, FINANCING COSTS AND LOST SAVINGS) INCURRED BY CLIENT. ITS EMPLOYEES, CONSULTANTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS.

7.3 Client agrees that it will not seek damages in excess of this contractually agreed-upon limitation against any other person or entity who may in turn join UES as a third-party defendant for such damages, or where such person or entity may seek recovery from UES in a separate proceeding. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD UES INDEMNITEES HARMLESS FOR ANY SUCH DAMAGES (INCLUDING ATTORNEY'S FEES) AWARDED TO ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY LITIGATION, ARBITRATION OR OTHER DISPUTE RESOLUTION PROCEEDING COMMENCED BY CLIENT AGAINST ANY SUCH PERSON OR ENTITY FOR DAMAGES FOR WHICH UES MAY BE IN WHOLE OR PART BE HELD LIABLE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

SECTION 8: INSURANCE

8.1 UES represents it has Worker's Compensation insurance in force, that it has commercial general liability coverage in the amount of \$1,000,000.00 and has professional liability insurance in the amount of \$1,000,000.00.

8.2 Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by UES, provide proof to UES to verify such insurance.

SECTION 9: INDEMNITY

9.1 IN ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISION IN THESE GENERAL CONDITIONS, CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, TO RELEASE, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO UES), INDEMNIFY, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS ("UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES FROM OR BY ANY PERSON OR ENTITY ARISING FROM (1) ACTS OR OMISSIONS BY CLIENT, CLIENT'S AGENTS, STAFF, AND OTHERS EMPLOYED BY OR CONTRACTED TO CLIENT, INCLUDING ARCHITECTS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, WHETHER OR NOT UES IS RESPONSIBLE IN WHOLE OR IN PART FOR THE ACTS OR OMISSIONS FOR WHICH CLIENT IS INDEMNIFYING UES AND (2) THE PROVISION OF THE SERVICES BY UES EXCEPT TO THE EXTENT CAUSED BY UES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUCH EXCEPTION SUBJECT TO THE LIMITS SET FORTH IN SECTION 7. FOR THE AVOIDANCE OF DOUBT, CLIENT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 9.1 INCLUDE, WITHOUT LIMITATION, INDEMNIFICATION FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

9.2 UES AGREES TO INDEMNIFY, AND HOLD CLIENT HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING TO THE EXTENT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY UES IN THE PROVISION OF THE SERVICES, SUBJECT TO THE LIMITS SET FORTH IN SECTION 7.

9.3 To the extent either party's damages are covered by available insurance, Client and UES waive all rights of subrogation against each other and against the contractors, subcontractors, consultants, agents, and employees of the other, except such rights as they may have to the proceeds of such insurance.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement or any Addendum shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, UES shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against UES subject to the limitations in Section 7.

10.2 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against UES, shall be deemed waived unless (i) Client notifies UES of the claim or claims within thirty (30) days of discovery thereof, and (ii) i

contends that a claim exists against UES for negligence or another violation of a standard of care owed by UES, Client has first provided UES with a written certification executed by an independent design professional currently practicing in the same discipline as UES. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in the Proposal Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to UES not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

10.3 NOTWITHSTANDING THE FOREGOING, UES SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY UES FOR THE SERVICES DESCRIBED IN THE PROPOSAL AGREEMENT.

SECTION 11: TERMINATION

11.1 This Agreement may be terminated by either party for cause upon seven (7) days written notice and opportunity to cure in the event of a material breach by the other party, or in the case of a force majeure event such as terrorism, act of war, riot, insurrection, strike, declared public health emergency, flood, unusual weather condition, or act of God that continues or affects the Site for more than seven (7) calendar days. Such termination shall not be effective if such material breach or force majeure event has been remedied before expiration of the period specified in the written notice. In the event of any termination, UES shall be paid for Services (including any related costs and expenses) performed up to the termination notice date plus reasonable termination expenses.

11.2 UES and Client may terminate this Agreement at any time by mutual written consent.

11.3 In the event of termination or a suspension for more than three months of the Project for which these Services are to be provided, UES may in its sole discretion complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs incurred by UES in completing such analyses, records, and reports.

SECTION 12: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

12.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than UES subcontractors), such services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client and such third parties.

12.2 UES shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

12.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

12.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of UES. UES will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work.

12.5 Client shall at the time of execution of the Agreement provide UES with a proposed schedule for tests and inspections UES shall perform. Client will give reasonable notice of all changes to that schedule. UES shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 13: SOLICITATION OF EMPLOYEES

Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which UES has provided services hereunder, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of UES except as authorized in writing by UES. Client agrees that its breach of this Section shall cause UES irreparable harm, and that UES may, in addition to recovering any provable damages, enforce this obligation by injunction.

SECTION 14: NO ASSIGNMENT

Neither Client nor UES may delegate, assign or transfer its rights or obligations under the Agreement for any reason without the written consent of the other party. For avoidance of doubt, this provision does not affect UES' right, at its sole discretion, to use contractors or subcontractors in the performance and delivery of the Services.

SECTION 15: GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws provisions of the State of Texas to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.

15.2 If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities provided for will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

15.3 **WITH RESPECT TO CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, THESE TERMS AND CONDITIONS COMPLY WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.**

SECTION 16: INTEGRATED AGREEMENT

16.1 This Agreement, and any Addendum represent and contain the entire and only agreement and understanding among the parties with respect to the subject matter of their subject matter, and they supersede all prior or contemporaneous oral and written agreements, understandings, representations, inducements, promises, communications, and conditions between the parties. No agreement, understanding, representation, inducement, promise, or condition with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

16.2 In the event any provision of the Agreement or these General Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

SECTION 17: NO AMENDMENT

17.1 The Agreement, including these General Conditions, may not be amended, or modified except by a writing signed by both parties.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

SECTION 18: WAIVER OF JURY TRIAL

Both Client and UES waive trial by jury in any action arising out of or related to the Agreement, and any Addendum to the Agreement.

SECTION 19: CONTRACTUAL STATUTE OF LIMITATIONS

To the extent that a statute of limitations for any cause of action against UES arising from this Agreement or any Addendum can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to any this Agreement or any Addendum, or the services provided by UES thereunder, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date UES last provided services thereunder. The parties agree that this provision is material to the decision of UES to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

SECTION 20: HEADINGS

The headings in these General Conditions are for reference only and are not intended to form part of the contract between the Parties.

REVISED: 3/7/24



Mr. Carlos Quintero
Freese and Nichols, Inc.
10497 Town and Country Way, Suite 600
Houston, TX 77024

February 20, 2025

Re: UES Proposal No. 110873
Construction Materials Testing
FM 2920 Lift Station Consolidation Phase 2 - 24 in. Sanitary Sewer (Preliminary)
Tomball, TX

Dear Mr. Quintero:

UES Professional Solutions 44, LLC (UES), is pleased to submit this proposal for providing Construction Materials Testing (CMT) and related quality control services for the referenced project.

UES has integrated the resources of Alpha Testing, Riner Engineering, Rock Engineering and Testing and In-Control Technologies to form the largest geotechnical engineering, materials testing, special inspection and environmental services firm in the Texas Gulf Coast region. Our personnel and equipment resources are unmatched and we have the experienced staff to perform the necessary CMT services in accordance with the project requirements. In the Houston area, UES is accredited by the American Association for Laboratory Accreditation (A2LA) and meets the requirements of ASTM E329. We also participate in Cement and Concrete Reference Laboratory (CCRL) and AASHTO re:source proficiency sampling programs.

For the purpose of this proposal, we have estimated quantities and tests per our experience, with the information provided. The actual costs for CMT services can decrease or increase with changes in the scope of work and are heavily dependent on the contractor's work methods, production, and sequencing. This is only an estimate for budgetary purposes and UES's total fee will be based on the actual amount of time and laboratory testing required for the project. These services will be performed on a unit price basis in accordance with the attached Schedule of Services and Fees. UES is willing to re-evaluate our budget once a formal construction schedule is finalized.

UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. Report turnaround time is typically one day. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed. Our system is designed to provide high quality, real-time information.

By execution of this proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.

FIRM PROFILE

UES is a registered Texas engineering firm (#813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. UES currently employs over 275 people.

UES recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

BUSINESS LOCATIONS

Austin

2324 Ridgepoint Drive, Suite E
Austin, Texas 78754
Phone: 281-469-3347

Corpus Christi

6817 Leopard Street
Corpus Christi, TX, 78409
Phone: 361-883-4555

Dallas

2209 Wisconsin Street
Dallas, TX 75229
Phone: 972-620-8911

Fort Worth

5058 Brush Creek Road
Fort Worth, TX 76119
Phone: 817-496-5600

Houston – East

4667 Kennedy Commerce Drive
Houston, Texas 77032
Phone: 281-469-3347

Houston – North

14731 Pebble Bend Dr
Houston, Texas, 77068
Phone: 281-580-8892

Houston – West

15811 Tuckerton Road
Houston, TX 77095
Phone: 713-360-0460

Rio Grande Valley

11818 West Business Hwy 83, Unit 1
La Feria, TX 78559
Phone: 956-201-4797

Round Rock

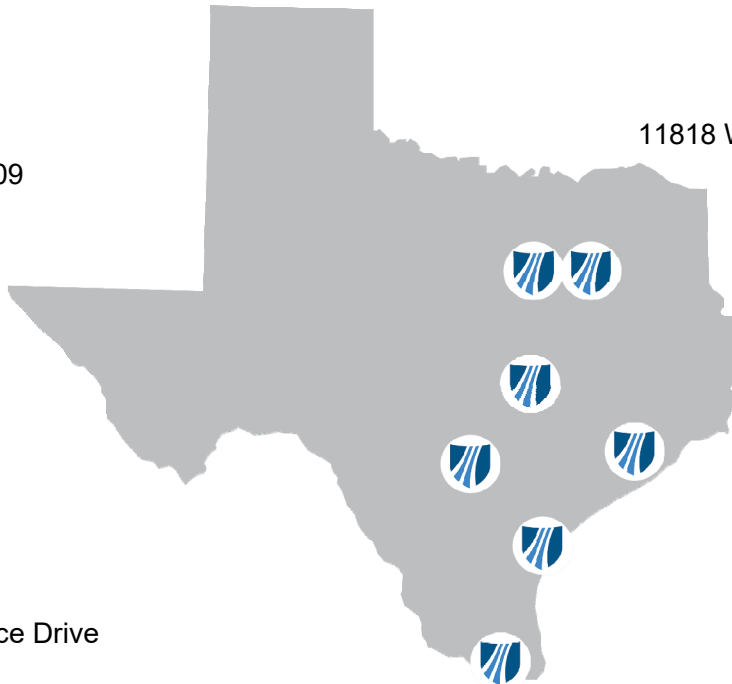
7 Roundville Lane
Round Rock, TX, 78664
Phone: 512-284-8022

San Antonio – East

4740 Perrin Creek, Suite 480
San Antonio, TX 78217
Phone: 210-249-2100

San Antonio – West

10856 Vandale Street
San Antonio, TX, 78216
Phone: 210-495-8000



Quality Control

All testing equipment in UES's laboratories is calibrated on an annual basis using traceable standards (NIST or NISTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, UES also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience.

We appreciate the opportunity to submit this proposal for CMT services and look forward to working with you during the construction phase of this project. If there are any questions concerning this proposal or if we can be of further assistance, please contact us at your convenience.

Respectfully submitted,

UES



Leah Martinez
Project Estimating Manager

CLIENT APPROVAL

ESTIMATED BUDGET: \$50,000.00

Consultant offers the CLIENT the Proposal as described above. CLIENT may accept Consultant's offer by signing in the space provided below and returning a signed copy to Consultant. Such notification may be given by fax or by returning the original proposal. In the event the CLIENT authorizes work without returning a signed copy, the CLIENT agrees to be bound by the terms and conditions as stated herein. The proposal described above has been read, understood, and accepted by CLIENT effective as of the date that the executed proposal is returned to Consultant.

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE: _____
(signature)

Printed Name: _____ Title: _____

Date Accepted: _____

CLIENT Business Name: _____

Billing Address: _____

Telephone: _____ Email: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____ A/P Contact Telephone: _____

*A/P Contact Email: _____

**A/P Contact Email must be provided before UES can proceed with its proposed services*

REPORT DISTRUBUTION

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

UES

Construction Materials Engineering and Testing
Basic Services and Cost Estimate

Project Name: FM 2920 Lift Station Consolidation Phase 2 - 24 in. Sanitary Sewer (Preliminary); Tomball, TX

DESCRIPTION	Estimated Quantity	Unit Rate	Estimated Total
CMT Testing			
Not to exceed budget based on attached fee schedule	1	\$50,000.00	\$50,000.00
ESTIMATED BUDGET			\$50,000.00

UES
Construction Materials Engineering and Testing
Standard Unit Rates

Project Name: FM 2920 Lift Station Consolidation Phase 2 - 24 in. Sanitary Sewer (Preliminary); Tomball, TX

DESCRIPTION	UNIT RATE
<u>EARTHWORK</u>	
Engineering Technician services performing in-place field density testing (per hour)	\$58.00
Engineering Technician services for sample pick-up (per hour)	\$58.00
Overtime (in excess of 8 hours per day) (per hour)	\$87.00
Vehicle Trip Charge (per trip)	\$100.00
Nuclear Density Equipment Charge (per trip)	\$100.00
Moisture/Density Relationship of Soils	
Standard Proctor (ASTM D 698) (each)	\$250.00
Modified Proctor (ASTM D 1557) (each)	\$250.00
Target Moisture Proctors (per point) (each)	\$120.00
With Lime added in laboratory, add (each)	\$75.00
Atterberg-limit Determinations	
Natural (each)	\$85.00
With Lime, add (each)	\$85.00
No. 200 Sieve Analysis (each)	\$85.00
Free Swell Tests (each)	\$100.00
Lime Series, pH Method (Eades & Grim Method) (each)	\$375.00
Soluble Sulfate (Standard 8 Day turn around, Rush rates quoted upon request) (each)	\$125.00
Compressive Strength of Stabilized Sand (each)	\$60.00
Completion Letter (min)	\$500.00
Moisture Content Tests (each)	\$9.50
Engineering Review (per hour)	\$150.00
<u>CONCRETE</u>	
Engineering Technician services for molding concrete test specimens, performing slump, rebar & air tests and testing at batch plant (per hour)	\$58.00
Engineering Technician Services Overtime (in excess of 8 hours per day) (per hour)	\$87.00
Specimen pick-up (4 hour minimum) (per hour)	\$58.00
Vehicle Trip Charge (per trip)	\$100.00
Laboratory compression testing and reporting of concrete cylinders (each)	\$22.00
Reserve concrete cylinders not tested (each)	\$22.00
Engineering Review (per hour)	\$150.00

UES Professional Solutions 44, LLC
GENERAL CONDITIONS – TEXAS

SECTION 1: SCOPE OF SERVICES

1.1 UES Professional Solutions 44, LLC (“UES”) will provide to Client the professional services described under the Scope of Services (“Services”) in the Professional Services Agreement (“Agreement”) between UES and Client to which these General Conditions form a part.

1.2 UES shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written Addendum or Change Order (collectively, “Addendum”) to the Agreement agreed to by UES and Client, and only to the extent set forth in that Addendum. Either UES or Client may communicate in writing any requested changes in the nature and scope of the Project; in either case, the changes shall only be executed upon written approval of the Addendum by UES and Client.

1.3 Unless otherwise provided for in the Agreement, the Services will be provided on a standard work schedule of Monday through Friday 8:00 AM to 5:00 PM (excluding holidays), and samples will be analyzed on a standard five (5) to seven (7) business day laboratory turnaround time.

1.4 UES shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

1.5 UES shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration (“OSHA”), and other materials necessary to provide the Services. UES, at its sole discretion, may retain subcontractors or other third-parties to assist it in the provision of the Services.

1.6 Client will provide UES with written authorization to proceed with the Services and any associated fee (e.g., retainer) prior to UES initiating work on the Services.

1.7 The terms “Project” and “Site” are used interchangeably in these General Conditions refer to the land and/or construction project on which or to which UES is to provide Services under this Agreement.

1.8 UES shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. UES also agrees not to be treated, or seek to be treated, as an employee of Client for any purpose, including for the purposes of fringe benefits provided by Client, or for disability income, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits and Federal income tax withholding at sources. UES hereby represents that UES has and at all times will maintain timely payments of all taxes due to the Internal Revenue Service and all other government agencies, including withholding and all other taxes.

SECTION 2: PROFESSIONAL STANDARD OF CARE

2.1 UES will provide its services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES UES PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

2.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any Hazardous Substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUCH SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST UES, AND SHALL INDEMNIFY, DEFEND, AND HOLD UES HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

2.3 UES will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.

2.4 The Services provided by UES are not intended to be and shall not be construed as providing legal advice, and UES shall not be responsible for Client’s compliance with any applicable laws.

2.5 Client and Client’s personnel and contractors shall promptly inform UES of any actual or suspected defects in UES’s services, to help UES take those prompt and effective measures that in UES’s opinion will help minimize the consequences of any such defect. Client’s payment in full of the amount owed for services rendered shall be taken to mean that Client is satisfied with and has accepted UES’s services.

SECTION 3: SITE ACCESS, SITE CONDITIONS AND CLIENT RESPONSIBILITIES

3.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for UES to perform the Services and will notify all affected persons and entities in writing of UES’s presence. The access shall be adequate to allow UES to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. UES shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services by UES.

3.2 If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant UES lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and shall provide UES a copy of such access agreement at least three business days in advance of the date contemplated for the first Site access related to the Project. UES reserves the right to delay, without penalty, any Site visit and the provision of Services under the Agreement if a site access agreement, in UES’ reasonable judgment and discretion, would impose conditions, liabilities or risks on UES in excess of those set forth in these General Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (“UES INDEMNITEES”) HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY’S FEES) ALLEGED BY THE SITE OWNER OR THE SITE OWNER’S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM UES’S PERFORMANCE OF SERVICES UNDER THE AGREEMENT AT SUCH SITE INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.3 Unless otherwise expressly provided for in the Agreement, Client will be responsible for communicating and coordinating with the Site owner(s) with respect to access necessary to the provision of the Services, including security procedures, opening gates, providing access to buildings, avoiding conflicts between provision of the Services and any commercial or manufacturing activities on the Site, and moving vehicles or other equipment that may interfere with the agreed upon Site activities and the Site access necessary to conduct such activities, including opening gates to allow equipment to gain access to proposed work areas, areas to store necessary equipment, as well as access to the interiors of any onsite buildings.

3.4 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for UES to provide the Services. UES shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, UES will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. UES shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If UES encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. UES shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, UES shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA.

3.5 Client shall inform UES of any reporting or other requirements imposed by any third parties, such as federal, state, or local entities with respect to environmental matters relevant to the Services, Client shall assume responsibility to provide any required notice to any third party, and it shall secure the necessary permits or permissions from any third parties (including governmental authorities) required for UES's provision of the Services. If included in the Agreement, Client may authorize UES to obtain certain permits on Client's behalf, in which case Client shall be responsible for any fees or expenses incurred by UES with respect to obtaining such permits.

3.6 Client shall provide UES with all necessary information to perform its services, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, environmental and hydrogeological investigations and studies, other designs, documents, and any other existing environmental information about the Site. Client assumes all liability for information not provided to UES that could affect the quality or sufficiency of the Services UES provides. If UES encounters undisclosed or unforeseen conditions that may cause material delays or an increase in fees or costs, UES shall inform Client and any changes in schedule, fees or costs shall be addressed in an Addendum. UES shall not be responsible for any delays, fees or costs caused by undisclosed or unforeseen conditions.

3.7 Client is responsible for accurately identifying to UES in writing the existence and location of all subterranean structures and utilities on or affecting the Site (including the type and location of utility lines) and the services to be provided by UES. UES will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize UES to conduct applicable public utility identification and clearance requirements on behalf of Client. CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FOR ANY CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES ARISING FROM DAMAGE DONE TO ANY SUBTERRANEAN STRUCTURES OR UTILITIES, OR FOR THE RELEASE OF ANY HAZARDOUS SUBSTANCES FROM ANY SUCH STRUCTURES OR UTILITIES, THAT ARE NOT ACCURATELY IDENTIFIED AND LOCATED IN WRITING AND DISCLOSED TO UES BY CLIENT BEFORE UES COMMENCES ITS WORK INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.8 Unless otherwise stated in the Agreement, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If UES encounters materially different conditions at the Site, UES shall inform Client and an Addendum shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

SECTION 4: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

4.1 Client represents it has informed UES of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided UES with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

4.2 For purposes of the Agreement and these General Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

4.3 Except to the extent required by law, UES shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

4.4 [FOR INVESTIGATION / REMEDIATION PROJECTS] The discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. In the event of the discovery of Hazardous Substances or other environmental conditions not contemplated within the Services, Client agrees to compensate UES for all expenses incurred or caused by the discovery, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

[FOR GEOTECH PROJECTS ONLY] Client agrees that the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. Although unlikely, Client acknowledges that such a discovery may make it necessary for UES to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate UES for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

4.5 [FOR INVESTIGATION / REMEDIATION PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. UES shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. UES may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

[FOR GEOTECH PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, UES shall not have any res

with respect to the storage or preservation of samples, and Client agrees that UES is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

4.6 UES shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

4.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) UES' DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES UES IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) UES IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) UES IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT UES ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 5: BILLING AND PAYMENT

5.1 UES will submit invoices to Client in accordance with the Agreement for the specific Project. If the Agreement includes a retainer, the retainer must be received by UES before it will initiate work on the Project.

5.2 Payment will be due 30 days after presentation of invoice. Client will pay a finance charge of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law, on all past due invoices. If UES incurs any expenses to collect overdue invoices, Client will also be liable for all sums incurred for reasonable attorneys' fees, expert witness fees, time of UES's employees, expenses and court costs, and interest.

5.3 Client agrees that UES may refuse to release to Client any reports, findings, data and other work product until it has been paid in full for services rendered. UES reserves, and does not waive, any lien rights it may have for unpaid professional services. Client agrees that all reports and other work furnished to Client or its agents that Client has not timely paid for will be returned upon demand and will not be used by the Client for any purpose.

5.4 UES shall have no obligation under this Agreement or any Addendum to provide expert consultant or expert witness services in litigation, arbitration, or any other dispute resolution proceeding, to produce its work product in discovery, to undertake any further investigation or analysis or prepare a report in connection with any such proceeding, or to make available for testimony its current or former employees or consultants. The Parties will execute a new agreement for any such services. In the absence of a new executed agreement for such services, Client will pay UES 150% of its prevailing rates and expenses for the time spent by UES employees and costs incurred on any such additional tasks.

5.5 Services provided at the Client's request outside normal business hours will be performed for an additional fee to be negotiated and reflected in the Agreement or an executed Addendum, or, if no such fee is negotiated, at 150% of UES standard rates.

5.6 Reimbursable expenses, those outside of the scope of the proposed services, are charged to the Client at cost plus fifteen (15) percent and include the following items:

(i) Out of scope reproduction of plans, specifications and other documents, including plans and documents necessary for submission to regulatory agencies, but excluding documents reproduced for use by UES and any of its consultants.

(ii) Out of scope permit application and filing fees advanced by UES. Such fees will be invoiced to Client at cost.

(iii) The cost of equipment rental including, where applicable, equipment operators and subcontracted services, such as authorized photogrammetry, testing services, laboratory services, archeological services, and other specialized services, excluding those services which are explicitly included in the UES proposal. If the services covered by this Agreement are subject to local or state taxes or fees, such additional costs will be charged to the project and are subject to reimbursement as provided herein.

5.7 Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure events such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the proposed Agreement. UES shall have the right to increase its compensation payable by the Client to UES in the event that UES must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided UES gives the Client fifteen (15) days prior notice as to the cause for escalation and the additional amounts involved.

5.8 The fees and charges reflected in UES's proposal for services are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear as a separate item on UES's invoice and Client shall be liable for the payment of such taxes to UES. Notwithstanding the foregoing, Client shall not be responsible for any foreign, federal, state or local taxes based on UES's net income or receipts, or such other taxes based on UES doing business in any particular jurisdiction.

SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES during the provision of the Services, are instruments of service, and shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. UES shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by UES prior to the date of this Agreement or created or modified by UES during the provision of the Services.

6.2 UES will retain final reports generated as part of the Services for a period of at least five years following submission of such reports or completion of the Services, whichever is later. UES will make those records available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of UES employees to assemble and transmit those documents.

6.3 The Services and all deliverables provided as part of the Services (including but not limited to reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES), are prepared for the sole and exclusive use of Client, and Client is the only entity to which UES owes any duty, in contract or tort, pursuant to any law or under this Agreement. Any information or deliverables generated by UES during the provision of the Services may not be given or disclosed to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and Deliverables may be disclosed, and for which a separate fee will be charged. UES shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and Client shall release, indemnify, defend, and hold harmless UES from any losses (including attorney's fees) arising from or related to such unauthorized disclosure, attribution or reliance.

6.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

SECTION 7: RISK ALLOCATION

7.1 CLIENT AGREES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THAT THE AGGREGATE LIABILITY OF UES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, SHALL NOT EXCEED THE GREATER OF \$50,000.00 OR THE FEE ACTUALLY PAID BY CLIENT TO UES FOR THE SERVICES. IN CONSIDERATION FOR PAYMENT BY THE CLIENT OF AN ADDITIONAL SUM OF \$1,000, UES AGREES THAT ITS AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, ARISING FROM SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THERETO SHALL BE THE GREATER OF \$50,000 OR UP TO \$1,000,000 IN COVERAGE BY ITS PROFESSIONAL LIABILITY POLICY (INCLUDING ANY DEDUCTIBLE OR SELF INSURED RETENTION). The terms "claim" or "claims" mean any claim in contract, tort, or statute alleging errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligence, negligent misrepresentation, and any other basis giving rise to liability in law or equity.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THE AGREEMENT OR ANY ADDENDUM, UES SHALL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO REDUCTION IN VALUE OF REAL PROPERTY, PENALTIES ASSOCIATED WITH NON-COMPLIANCE WITH LAW, LOST PROFITS, LOSS OF USE, FINANCING COSTS AND LOST SAVINGS) INCURRED BY CLIENT. ITS EMPLOYEES, CONSULTANTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS.

7.3 Client agrees that it will not seek damages in excess of this contractually agreed-upon limitation against any other person or entity who may in turn join UES as a third-party defendant for such damages, or where such person or entity may seek recovery from UES in a separate proceeding. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD UES INDEMNITEES HARMLESS FOR ANY SUCH DAMAGES (INCLUDING ATTORNEY'S FEES) AWARDED TO ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY LITIGATION, ARBITRATION OR OTHER DISPUTE RESOLUTION PROCEEDING COMMENCED BY CLIENT AGAINST ANY SUCH PERSON OR ENTITY FOR DAMAGES FOR WHICH UES MAY BE IN WHOLE OR PART BE HELD LIABLE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

SECTION 8: INSURANCE

8.1 UES represents it has Worker's Compensation insurance in force, that is has commercial general liability coverage in the amount of \$1,000,000.00 and has professional liability insurance in the amount of \$1,000,000.00.

8.2 Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by UES, provide proof to UES to verify such insurance.

SECTION 9: INDEMNITY

9.1 IN ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISION IN THESE GENERAL CONDITIONS, CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, TO RELEASE, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO UES), INDEMNIFY, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS ("UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES FROM OR BY ANY PERSON OR ENTITY ARISING FROM (1) ACTS OR OMISSIONS BY CLIENT, CLIENT'S AGENTS, STAFF, AND OTHERS EMPLOYED BY OR CONTRACTED TO CLIENT, INCLUDING ARCHITECTS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, WHETHER OR NOT UES IS RESPONSIBLE IN WHOLE OR IN PART FOR THE ACTS OR OMISSIONS FOR WHICH CLIENT IS INDEMNIFYING UES AND (2) THE PROVISION OF THE SERVICES BY UES EXCEPT TO THE EXTENT CAUSED BY UES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUCH EXCEPTION SUBJECT TO THE LIMITS SET FORTH IN SECTION 7. FOR THE AVOIDANCE OF DOUBT, CLIENT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 9.1 INCLUDE, WITHOUT LIMITATION, INDEMNIFICATION FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

9.2 UES AGREES TO INDEMNIFY, AND HOLD CLIENT HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING TO THE EXTENT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY UES IN THE PROVISION OF THE SERVICES, SUBJECT TO THE LIMITS SET FORTH IN SECTION 7.

9.3 To the extent either party's damages are covered by available insurance, Client and UES waive all rights of subrogation against each other and against the contractors, subcontractors, consultants, agents, and employees of the other, except such rights as they may have to the proceeds of such insurance.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement or any Addendum shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, UES shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against UES subject to the limitations in Section 7.

10.2 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against UES, shall be deemed waived unless (i) Client notifies UES of the claim or claims within thirty (30) days of discovery thereof, and (ii) i

contends that a claim exists against UES for negligence or another violation of a standard of care owed by UES, Client has first provided UES with a written certification executed by an independent design professional currently practicing in the same discipline as UES. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in the Proposal Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to UES not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

10.3 NOTWITHSTANDING THE FOREGOING, UES SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY UES FOR THE SERVICES DESCRIBED IN THE PROPOSAL AGREEMENT.

SECTION 11: TERMINATION

11.1 This Agreement may be terminated by either party for cause upon seven (7) days written notice and opportunity to cure in the event of a material breach by the other party, or in the case of a force majeure event such as terrorism, act of war, riot, insurrection, strike, declared public health emergency, flood, unusual weather condition, or act of God that continues or affects the Site for more than seven (7) calendar days. Such termination shall not be effective if such material breach or force majeure event has been remedied before expiration of the period specified in the written notice. In the event of any termination, UES shall be paid for Services (including any related costs and expenses) performed up to the termination notice date plus reasonable termination expenses.

11.2 UES and Client may terminate this Agreement at any time by mutual written consent.

11.3 In the event of termination or a suspension for more than three months of the Project for which these Services are to be provided, UES may in its sole discretion complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs incurred by UES in completing such analyses, records, and reports.

SECTION 12: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

12.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than UES subcontractors), such services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client and such third parties.

12.2 UES shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

12.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

12.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of UES. UES will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work.

12.5 Client shall at the time of execution of the Agreement provide UES with a proposed schedule for tests and inspections UES shall perform. Client will give reasonable notice of all changes to that schedule. UES shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 13: SOLICITATION OF EMPLOYEES

Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which UES has provided services hereunder, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of UES except as authorized in writing by UES. Client agrees that its breach of this Section shall cause UES irreparable harm, and that UES may, in addition to recovering any provable damages, enforce this obligation by injunction.

SECTION 14: NO ASSIGNMENT

Neither Client nor UES may delegate, assign or transfer its rights or obligations under the Agreement for any reason without the written consent of the other party. For avoidance of doubt, this provision does not affect UES' right, at its sole discretion, to use contractors or subcontractors in the performance and delivery of the Services.

SECTION 15: GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws provisions of the State of Texas to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.

15.2 If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities provided for will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

15.3 **WITH RESPECT TO CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, THESE TERMS AND CONDITIONS COMPLY WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.**

SECTION 16: INTEGRATED AGREEMENT

16.1 This Agreement, and any Addendum represent and contain the entire and only agreement and understanding among the parties with respect to the subject matter of their subject matter, and they supersede all prior or contemporaneous oral and written agreements, understandings, representations, inducements, promises, communications, and conditions between the parties. No agreement, understanding, representation, inducement, promise, or condition with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

16.2 In the event any provision of the Agreement or these General Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

SECTION 17: NO AMENDMENT

17.1 The Agreement, including these General Conditions, may not be amended, or modified except by a writing signed by both parties.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

SECTION 18: WAIVER OF JURY TRIAL

Both Client and UES waive trial by jury in any action arising out of or related to the Agreement, and any Addendum to the Agreement.

SECTION 19: CONTRACTUAL STATUTE OF LIMITATIONS

To the extent that a statute of limitations for any cause of action against UES arising from this Agreement or any Addendum can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to any this Agreement or any Addendum, or the services provided by UES thereunder, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date UES last provided services thereunder. The parties agree that this provision is material to the decision of UES to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

SECTION 20: HEADINGS

The headings in these General Conditions are for reference only and are not intended to form part of the contract between the Parties.

REVISED: 3/7/24



Gorrondona & Associates, Inc

Land Surveying • GIS • Mobil LiDAR • Aerial Mapping • Asset Management

Freese & Nichols, Inc.
Attn: Mr. Erik Lopez, EIT
10497 Town and County Way, Suite 500
Houston, Texas 77024

March 12, 2025

via email: erik.lopez@freese.com

**Re: CITY OF TOMBALL WASTEWATER SYSTEM IMPROVEMENTS PROJECT
CITY OF TOMBALL, HARRIS COUNTY, TEXAS**

Dear Mr. Lopez:

Gorrondona & Associates, Inc. (G&AI) is pleased to submit this proposal for professional land surveying services for the above referenced project. The following itemized surveying services are to be provided by Gorrondona & Assoc. Inc.:

CITY OF TOMBALL WASTEWATER SYSTEM IMPROVEMENTS PROJECT

ADDITIONAL RIGHT-OF-WAY SURVEY

1. G&AI will prepare metes and bounds descriptions with exhibits on letter size for a total of up to seventeen (17) proposed permanent easements, temporary construction easements or CenterPoint Energy crossing documents meeting the City of Tomball's and/or CenterPoint standards. Permanent and Temporary Construction easements or CenterPoint crossing documents will be on a per document basis, for a fee of **\$1,750.00** per document.
2. Deliverables shall include up to seventeen (17) proposed permanent easements, temporary construction easements or CenterPoint Energy crossing documents, signed and sealed originals.

ADDITIONAL RIGHT-OF-WAY SURVEYS NOT TO EXCEED AMOUNT **= \$30,000.00**

Revisions and/or addition of items or services not included above will be provided as authorized by the appropriate Freese & Nichols personnel and will be confirmed with an approved Change Order prior to commencement of work, with billing for these services to be monthly in accordance with the attached Rate Schedule, which shall be a part hereto. Thank you for considering Gorrondona & Associates, Inc. to provide your survey needs for this project. If there are any questions concerning this proposal or if I can be of further assistance, please contact me at (281) 929-9752 at your convenience.

Sincerely,
GORRONDONA & ASSOCIATES, INC.

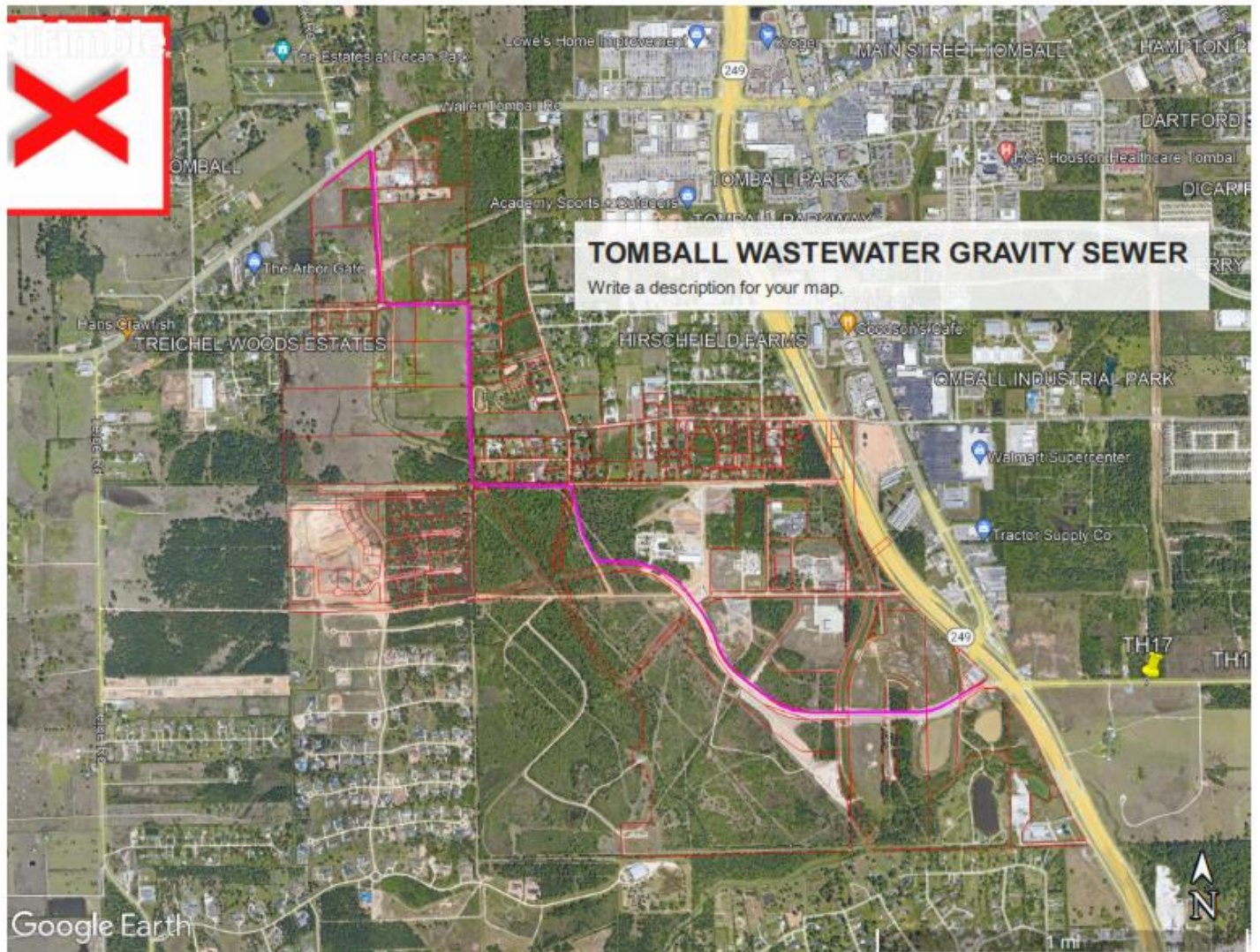
James M. Ewing, RPLS
Houston District Manager

Mr. Erik Lopez, EIT
Freese & Nichols, Inc.
March 12, 2025

**GORRONDONA & ASSOCIATES, INC.
HOURLY FEE SCHEDULE 2021**

<u>DESCRIPTION OF SERVICE</u>	<u>HOURLY RATE</u>
RPLS - PRINCIPAL	\$ 175.00
RPLS - PROJECT MANAGER	\$ 155.00
RPLS - TASK LEADER	\$ 135.00
SENIOR SURVEY TECHNICIAN	\$ 108.00
SURVEY TECHNICIAN	\$ 98.00
1 – PERSON SURVEY CREW (INCLUDES TOTAL STATION AND GPS VRS UNIT)	\$ 130.00
2 – PERSON SURVEY CREW (INCLUDES TOTAL STATION AND GPS VRS UNIT)	\$ 170.00
3 – PERSON SURVEY CREW (INCLUDES TOTAL STATION AND GPS VRS UNIT)	\$ 190.00
ADMIN/CLERICAL	\$ 65.00
<u>DIRECT EXPENSES</u>	<u>COST</u>
Lodging	\$ 98.00/Night
Meals	\$ 50.00/Day
Mileage	\$ 0.585/Mile

Mr. Erik Lopez, EIT
Freese & Nichols, Inc.
March 12, 2025



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 5, 2025

Topic:

Approve a services agreement with Roofing Solutions, LLC for Contract Number 2025-10012, City Hall and Police Department Roof Replacement (CSB No, 2025-11), for a total contract amount not-to-exceed \$181,000, 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 Fiscal Year 2024-2025 budget.

Background:

Staff had a roof inspection completed for the City Hall and Police Department roofs due to repetitive leaks during weather events. It was the recommendation of the roofing specialist to have the roof replaced by providing a completely new adhered thermoplastic polyolefin (TPO) membrane roofing system.

Staff developed a scope of work to be performed that would ensure the roof would remain watertight and resist specified wind uplift pressures and exposure to all weather conditions without failure. IN addition, the City required a 20-year no-dollar-limit warranty for the TPO.

To obtain the most favorable pricing and in accordance with the City's Procurement Policy, sealed bids were solicited for the roof replacement, with information available by request from the City. A total of 18 contractors requested the specifications, and the City received five (5) bids, and after a thorough review it was determined that Roofing Solutions was the lowest responsive bidder for a total base bid of \$181,000. The awarded services agreement will include the base bid only with no additive work.

City Hall & Police Department Roof Replacement	
Submitted Bids	
Company	Total Bid
Roofing Solutions, LLC	\$181,000.00
Parich Roofing Construction	\$190,000.00
JJ Red Commercial Roofing, LLC	\$356,518.00
Interstate Restoration, LLC	\$412,013.29
STX Buildcon	\$528,000.00
Total Allocated Budget: \$210,000	

This item approves a services agreement with Roofing Solutions, LLC for Contract Number 2025-10012, City Hall and Police Department Roof Replacement (CSB No, 2025-11), for a total contract amount not-to-exceed \$181,000.

Origination: Project Management

Recommendation:

Staff recommends approving a services agreement with Roofing Solutions, LLC for Contract Number 2025-10012, City Hall and Police Department Roof Replacement (CSB No, 2025-11), for a total contract amount not-to-exceed \$181,000.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #100-157-6406

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

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

Bid 2025-11 Roof Replacement - City Hall/Police Department		Bidder No. 1	Bidder No. 2	Bidder No. 3	Bidder No. 4	Bidder No. 5
Base Price Table		Roofing Solutions LLC	Parich Roofing Construction	Interstate Restoration, LLC	JJ Red Commercial Roofing, LLC	STX Buildcon
Item	Description					
1	Remove the existing coping cap and dispose of in supplied dumpster	\$5,360.00	\$7,500.00	\$15,550.00	\$3,850.00	\$20,500.00
2	Rework primary drainage locations to allow for 1/2" per foot sump	\$1,890.00	\$2,750.00	\$5,123.29	\$6,600.00	\$23,750.00
3	Installation of 1/2" HD cover board insulation over entire roof surface	\$54,250.00	\$15,000.00	\$51,383.59	\$16,000.00	\$55,000.00
4	Installation of Fully-adhered 60mil TPO membrane over installed insulation. Heat weld all sides and end laps.	\$86,800.00	\$56,700.00	\$275,211.92	\$178,000.00	\$155,000.00
5	adhesive, along perimeter parapet walls and curb mouted roof equipment	\$13,890.00	\$40,000.00	-	\$48,618.00	\$22,000.00
6	Installation of new TPO T-Joint patches along membrane intersections	\$520.00	\$3,000.00	-	\$600.00	\$20,000.00
7	Installation of new TPO universal corners to all inside and outside corner details	\$520.00	\$3,500.00	-	\$1,200.00	\$20,000.00
8	Installation of new TPO cut edge sealant to all cut non-factory membrane edges	\$520.00	\$3,000.00	-	\$850.00	\$25,000.00
9	Installation fo new TPO membrane pipe boots to all pipe penetrations	\$1,480.00	\$3,000.00	-	\$1,500.00	\$30,000.00
10	Instllation of new TPO retrofit roof drain assemblies at existing roof drain details	\$1,835.00	\$10,000.00	-	\$4,500.00	\$30,000.00
11	Fabricare and install new 24-gauge pre-finished steel coping, clip and cover-plates to the perimeter parapet walls	\$6,600.00	\$25,000.00	\$19,890.41	\$68,300.00	\$41,000.00
12	Fabricate and install new metal counter-flashing to teminated TPO base flashing details.	\$1,205.00	\$7,800.00	\$17,419.18	\$8,500.00	\$25,000.00
13	Installation of new TPO walk pads around existing curb mounted HVAC eqiupmtent, exhaust ventilator and roof access ladder landing	\$1,610.00	\$2,000.00	\$9,116.44	\$2,500.00	\$20,000.00
14	Clean-up and disposal of all roofing related debris.	\$720.00	\$1,750.00	\$5,479.45	\$3,500.00	\$20,000.00
15	Cost for required Bonds (Performance Bond, Payment Bond, Maintenance Bond)	\$1,830.00	\$5,000.00	\$12,839.01	\$6,500.00	\$15,750.00
16	Cost for 20-year NDL warranty (for TPO)	\$1,970.00	\$4,000.00	-	\$5,500.00	\$5,000.00
18	Total Bid	\$181,000.00	\$190,000.00	\$412,013.29	\$356,518.00	\$528,000.00

Document 00520

AGREEMENT

Project: Roof Replacement – City Hall/PD

Project Location: 401 Market Street & 400 Fannin Street, Tomball, TX 77375

Project Bid No: 2025-11

E&P Project No: N/A

The City: The City of Tomball, County of Harris, Texas (the "City")

and

Contractor: Roofing Solutions, LLC

(Address for Written Notice) 17260 Jefferson Hwy, STE D, Baton Rouge, LA 70817

Fax Number: _____

City Engineer is: Craig Meyers

(Address for Written Notice) 501 James Street, Tomball, TX 77375

Phone Number: 281-290-1450

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within **90** days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties

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06-16-2011

agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

ARTICLE 3

CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$181,000.00, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 Not Applicable

ARTICLE 4

PAYMENTS

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or ☒ last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage).

For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)

b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of

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06-16-2011

Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

ARTICLE 5
CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

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5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

6.3 Contractor 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.

6.4 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 company covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the contractor is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

6.5 When conducting activities for the City of Tomball, contractor will adhere to the City's Storm Water Management Plan and permit issued by the Texas Commission on Environmental Quality.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.

7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated **March 28, 2025**

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7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
[X] 00800	Exhibit A, Wage Rates
[] 00821	Wage Rate for Building Construction
[] 00830	Trench Safety Geotechnical Information

ARTICLE 8

SIGNATURES

8.1 This Agreement is executed in two originals and is effective on _____.

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06-16-2011

CONTRACTOR:

(If Joint Venture)

By:  _____

By: _____

Name: Tupac de la Cruz

Name: _____

Title: Co-manager

Title: _____

Date: 4/15/2025

Date: _____

Tax Identification Number: 20-0737604

Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

Date: _____

CITY OF TOMBALL, TEXAS:

By: _____
City Manager

Date: _____

ATTEST/SEAL:

[SEAL]

Attest: _____
City Secretary

Date: _____

END OF DOCUMENT

CSB NUMBER 2025-11: Roof Replacement - City Hall/Police Department

BID FORM

ITEM	Description	Cost
1	Remove the existing coping cap and dispose of in supplied dumpster	5,360.00
2	Rework primary drainage locations to allow for 1/2" per foot sump	1,890.00
3	Installation of 1/2" HD cover board insulation over entire roof surface	54,250.00
4	Installation of Fully-adhered 60mil TPO membrane over installed insulation. Heat weld all sides and end laps.	86,800.00
5	Installation of 60mil TPO membrane base flashing in a solid layer of TPO bonding adhesive, along perimeter parapet walls and curb mounted roof equipment	13,890.00
6	Installation of new TPO T-Joint patches along membrane intersections	520.00
7	Installation of new TPO universal corners to all inside and outside corner details	520.00
8	Installation of new TPO cut edge sealant to all cut non-factory membrane edges	520.00
9	Installation of new TPO membrane pipe boots to all pipe penetrations	1,480.00
10	Installation of new TPO retrofit roof drain assemblies at existing roof drain details	1,935.00
11	Fabricate and install new 24-gauge pre-finished steel coping, clip and cover-plates to the perimeter parapet walls	6,600.00
12	Fabricate and install new metal counter-flashing to terminated TPO base flashing details.	1,205.00
13	Installation of new TPO walk pads around existing curb mounted HVAC equipment, exhaust ventilator and roof access ladder landing	1,610.00
15	Clean-up and disposal of all roofing related debris.	720.00
16	Cost for required Bonds (Performance Bond, Payment Bond, Maintenance Bond)	1,930.00
17	Cost for 20-year NDL warranty (for TPO)	1,970.00
Total Bid:		181,000.00TD

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: May 5, 2025

Topic:

Adopt, on First Reading, Ordinance No. 2025-16, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Winfrey Estates Public Improvement District Number 12 (PID 12).

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Winfrey Estates Public Improvement District Number 12 (PID 12). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 12 are not changing.

The original SAP was adopted by City Council on July 17, 2023 (Ordinance No. 2023-20) and includes a 30-year payment term, and the 2024 Annual Update was adopted on July 15, 2024 (Ordinance No. 2024-22). The 2025 annual installment to be collected from parcels within PID 12 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	\$502,787
Total Assessments: \$502,787	

Origination: Project Management

Recommendation:

Staff recommends approving Ordinance 2025-16, 2025 Annual Service and Assessment Plan Update for Winfrey Estates Public Improvement District Number 12 (PID 12).

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

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: # _____
If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo Approved by _____

Staff Member	Date
--------------	------

City Manager	Date
--------------	------

ORDINANCE NO. 2025-16

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING
THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT
PLAN AND ASSESSMENT ROLL FOR THE WINFREY ESTATES
PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION
OF THE 2025 ANNUAL INSTALLMENTS.**

* * * * *

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

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

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

WHEREAS, on January 3, 2022, the City Council accepted the Petition and called a public hearing for February 7, 2022, on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on January 12, 2022; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on February 7, 2022; and

WHEREAS, on February 7, 2022, the City Council continued such public hearing on the creation of the District and heard any comments or objection thereto;

WHEREAS, the City Council approved the creation of the PID by Resolution approved on April 18, 2022 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

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

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

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 3rd day of July, 2023, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the “2025 Updates”); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Update attached hereto as Exhibit A is hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 5TH DAY OF MAY 2025.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 19TH DAY OF MAY 2025.

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

Lori Klein Quinn, Mayor
City of Tomball

ATTEST:

Shannon Bennett, Assistant City Secretary



WINFREY ESTATES PUBLIC IMPROVEMENT DISTRICT 2025 ANNUAL SERVICE PLAN UPDATE

MAY 19, 2025

INTRODUCTION

Capitalized terms used in this 2025 Annual Service Plan Update shall have the meanings given to them in the Amended and Restated Service and Assessment Plan, approved by the City Council on April 21, 2025, which amended and restated the 2023 Service and Assessment Plan for the purposes of (1) incorporating provisions relating to the City's issuance of the Series 2025 Bonds and (2) updating the Assessment Roll.

The District was created pursuant to the PID Act by Resolution No. 2022-10 on April 18, 2022, by the City to finance certain Authorized Improvements for the benefit of the property in the District.

On July 17, 2023, the City adopted Ordinance No. 2023-20, approving the 2023 Service and Assessment Plan and, among other things, included a Service Plan, an Assessment Plan, an Assessment Roll for the District, made a finding of the special benefit to the property within the District, levied Assessments against Assessed Property in the District and established a lien on such property, and established a method of assessment and the payment of the Assessments in accordance with the Act.

On July 14, 2024, the City Council approved the 2024 Annual Service Plan Update, which updated the Assessment Roll for 2024.

The Amended and Restated Service and Assessment Plan identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the Amended and Restated Service and Assessment Plan must be reviewed and updated annually. This document is the Annual Service Plan Update for 2025.

The City Council also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the Amended and Restated Service and Assessment Plan. This 2025 Annual Service Plan Update also updates the Assessment Roll for 2025.

PARCEL SUBDIVISION

- The final plat of Winfrey Estates, attached hereto as **Exhibit C** was filed and recorded with the County on April 4, 2023, and consists of 113 residential Lots and 11 Lots of Non-Benefited Property.

See the Lot Type classification summary within the District below:

District	
Lot Type	Number of Lots
Lot Type 1	113
Total	113

See **Exhibit D** for the Lot Type classification map.

LOT AND HOME SALES

Per the Developer, as of December 31, 2024, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type 1: 23
- Homebuilder Owned:
 - Lot Type 1: 81
- End-User Owned:
 - Lot Type 1: 9

See **Exhibit E** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

The Developer has completed the Authorized Improvements listed in the Amended and Restated Service and Assessment Plan and they were dedicated to the City.

OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of \$5,624,000.00.

ANNUAL INSTALLMENT DUE 1/31/2026

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$418,990.00.
- **Prepayment and Delinquency Reserve** – The total Prepayment and Delinquency Reserve Requirement, as defined in the Indenture, is equal to \$309,320.00 and has not been met. As such, the Prepayment and Delinquency Reserve Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of \$28,120.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for the District is \$55,677.00. A breakdown of the Annual Collection Costs is shown below.

District Annual Collection Costs	
Administration	\$ 31,212.00
City Auditor/City Administrative Fees	8,260.00
Filing Fees	1,000.00
County Collection	205.00
PID Trustee Fees	3,000.00
Dissemination Agent	3,500.00
Miscellaneous	1,000.00
Draw Request Review	5,000.00
Arbitrage Calculation	2,500.00
Total Annual Collection Costs	\$ 55,677.00

Winfrey Estates Public Improvement District		
Due January 31, 2026		
Principal	\$	97,000.00
Interest	\$	321,990.00
Additional Interest	\$	28,120.00
	\$	447,110.00
Annual Collection Costs	\$	55,677.00
Total Annual Installment	\$	502,787.00

Please contact P3Works for the pay period for the District. See **Exhibit B-2** for the reimbursement schedule for the District.

PREPAYMENT OF ASSESSMENTS IN FULL

No Parcels in the District have made full prepayments.

PARTIAL PREPAYMENT OF ASSESSMENTS

No Parcels in the District have made partial prepayments.

EXTRAORDINARY OPTIONAL REDEMPTIONS

No extraordinary optional redemptions have occurred within the District.

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SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

		District				
Annual Installments		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
<i>Series 2025 Bonds</i>						
Principal		\$ 97,000.00	\$ 101,000.00	\$ 105,000.00	\$ 109,000.00	\$ 114,000.00
Interest		\$ 321,990.00	\$ 317,382.50	\$ 312,585.00	\$ 307,597.50	\$ 302,420.00
	(1)	\$ 418,990.00	\$ 418,382.50	\$ 417,585.00	\$ 416,597.50	\$ 416,420.00
Annual Collection Costs	(2)	\$ 55,677.00	\$ 56,790.54	\$ 57,926.35	\$ 59,084.88	\$ 60,266.58
Additional Interest	(3)	\$ 28,120.00	\$ 27,635.00	\$ 27,130.00	\$ 26,605.00	\$ 26,060.00
Total Annual Installments	(4) = (1) + (2) + (3)	\$ 502,787.00	\$ 502,808.04	\$ 502,641.35	\$ 502,287.38	\$ 502,746.58

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Rolls will receive the bills for the 2025 Annual Installments which will be delinquent if not paid by January 31, 2026.

EXHIBIT A – ASSESSMENT ROLL

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				Annual Installment Due 1/31/2026					
Property ID	Legal Description	Property Address	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[b]	Annual Installment Due 1/31/2026 ^[b]
1469260030052	Reserve G (Drainage/Detention)	0 WINFREY LN	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1469260030050	Reserve E (Landscape/Open Space)	0 SECRET GROVE TRL	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1469260010023	Reserve A BLK 1 (Landscape/Open Space)	0 WINFREY LN	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1469260030049	Reserve D BLK 3 (Landscape/Open Space)	0 WINFREY LN	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1469260040010	Reserve H BLK 4 (Parkland)	0 WINFREY LN	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1469260030051	Reserve F BLK 3 (Landscape/Open Space)	0 WINFREY LN	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1469260010024	Reserve C BLK 1 (Parkland)	0 HIDDEN OAKS DR	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1469260030019	BLK 3, LOT 19	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030021	BLK 3, LOT 21	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030042	BLK 3, LOT 42	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030044	BLK 3, LOT 44	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260040005	BLK 4, LOT 5	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260040003	BLK 4, LOT 3	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020009	BLK 2, LOT 9	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260010010	BLK 1, LOT 10	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260010012	BLK 1, LOT 12	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020030	BLK 2, LOT 30	1310 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020028	BLK 2, LOT 28	1302 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030029	BLK 3, LOT 29	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030027	BLK 3, LOT 27	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030039	BLK 3, LOT 39	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030041	BLK 3, LOT 41	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260040002	BLK 4, LOT 2	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020001	BLK 2, LOT 1	0 OLIVE GULLY LN	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020003	BLK 2, LOT 3	0 OLIVE GULLY LN	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260010013	BLK 1, LOT 13	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020021	BLK 2, LOT 21	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020023	BLK 2, LOT 23	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020012	BLK 2, LOT 12	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030023	BLK 3, LOT 23	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030028	BLK 3, LOT 28	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030038	BLK 3, LOT 38	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030040	BLK 3, LOT 40	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260040001	BLK 4, LOT 1	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020002	BLK 2, LOT 2	0 OLIVE GULLY LN	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020004	BLK 2, LOT 4	0 OLIVE GULLY LN	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260010014	BLK 1, LOT 14	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020026	BLK 2, LOT 26	1222 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020022	BLK 2, LOT 22	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020011	BLK 2, LOT 11	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020020	BLK 2, LOT 20	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030008	BLK 3, LOT 8	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030007	BLK 3, LOT 7	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030016	BLK 3, LOT 16	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030017	BLK 3, LOT 17	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44

Footnotes:

[a] Includes \$60 per lot City Development Fee.

[b] Outstanding Assessment and Annual Installment due may not match the Assessment Roll due to rounding.

				Annual Installment Due 1/31/2026						
				Outstanding Assessment ^(a)	Principal	Interest	Additional Interest	Annual Collection Costs ^(a)	Annual Installment Due 1/31/2026 ^(b)	
Property ID	Legal Description	Property Address	Lot Type							
1469260030034	BLK 3, LOT 34	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030031	BLK 3, LOT 31	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030046	BLK 3, LOT 46	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030047	BLK 3, LOT 47	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260010001	BLK 1, LOT 1	0 OLIVE GULLY LN	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260020008	BLK 2, LOT 8	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260010007	BLK 1, LOT 7	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260010008	BLK 1, LOT 8	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260010019	BLK 1, LOT 19	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260010020	BLK 1, LOT 20	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260020033	BLK 2, LOT 33	1322 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260020032	BLK 2, LOT 32	1318 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260020016	BLK 2, LOT 16	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260020015	BLK 2, LOT 15	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260020035	Reserve B BLK 2 (Landscape/Open Space)	0 WINFREY LN	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
1469260030012	BLK 3, LOT 12	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030010	BLK 3, LOT 10	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030003	BLK 3, LOT 3	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030001	BLK 3, LOT 1	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030025	BLK 3, LOT 25	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030035	BLK 3, LOT 35	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030030	BLK 3, LOT 30	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030037	BLK 3, LOT 37	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260040006	BLK 4, LOT 6	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260040008	BLK 4, LOT 8	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260010003	BLK 1, LOT 3	0 OLIVE GULLY LN	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260010005	BLK 1, LOT 5	0 OLIVE GULLY LN	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260010015	BLK 1, LOT 15	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260010017	BLK 1, LOT 17	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260020025	BLK 2, LOT 25	12218 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260020019	BLK 2, LOT 19	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260020017	BLK 2, LOT 17	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030011	BLK 3, LOT 11	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030004	BLK 3, LOT 4	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030013	BLK 3, LOT 13	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030020	BLK 3, LOT 20	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030026	BLK 3, LOT 26	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030036	BLK 3, LOT 36	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260030043	BLK 3, LOT 43	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260040009	BLK 4, LOT 9	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260010004	BLK 1, LOT 4	0 OLIVE GULLY LN	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260020005	BLK 2, LOT 5	0 OLIVE GULLY LN	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260010011	BLK 1, LOT 11	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260010016	BLK 1, LOT 16	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	
1469260020029	BLK 2, LOT 29	1306 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44	

Footnotes:

[a] Includes \$60 per lot City Development Fee.

[b] Outstanding Assessment and Annual Installment due may not match the Assessment Roll due to rounding.

					Annual Installment Due 1/31/2026				
Property ID	Legal Description	Property Address	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[a]	Annual Installment Due 1/31/2026 ^[b]
1469260020024	BLK 2, LOT 24	1214 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020018	BLK 2, LOT 18	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030009	BLK 3, LOT 9	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030002	BLK 3, LOT 2	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030022	BLK 3, LOT 22	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030024	BLK 3, LOT 24	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030045	BLK 3, LOT 45	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260040004	BLK 4, LOT 4	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260040007	BLK 4, LOT 7	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260010006	BLK 1, LOT 6	0 OLIVE GULLY LN	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020010	BLK 2, LOT 10	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260010009	BLK 1, LOT 9	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260010018	BLK 1, LOT 18	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020027	BLK 2, LOT 27	1226 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020013	BLK 2, LOT 13	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030006	BLK 3, LOT 6	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030005	BLK 3, LOT 5	0 STEELY THICKET TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030014	BLK 3, LOT 14	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030015	BLK 3, LOT 15	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030018	BLK 3, LOT 18	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030033	BLK 3, LOT 33	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030032	BLK 3, LOT 32	0 SECRET GROVE TRL	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260030048	BLK 3, LOT 48	0 BRONZE CREEK BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260010002	BLK 1, LOT 20	0 OLIVE GULLY LN	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020007	BLK 2, LOT 7	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020006	BLK 2, LOT 6	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260010021	BLK 1, LOT 21	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260010022	BLK 1, LOT 22	0 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020034	BLK 2, LOT 34	1326 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020031	BLK 2, LOT 31	1314 HIDDEN OAKS DR	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
1469260020014	BLK 2, LOT 14	0 GOLDEN BIRCH BEND	1	\$ 49,769.91	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ 492.72	\$ 4,449.44
District Total				\$ 5,623,999.83	\$ 97,000.00	\$ 321,990.00	\$ 28,120.00	\$ 55,677.00	\$ 502,786.72

Footnotes:

[a] Includes \$60 per lot City Development Fee.

[b] Outstanding Assessment and Annual Installment due may not match the Assessment Roll due to rounding.

EXHIBIT B-1 – DISTRICT ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Series 2025 Bonds					Total Annual Installment ^[b]
	Principal	Interest ^[a]	Additional Interest	Debt Service Reserve Fund	Annual Collection Costs	
2026	\$ 97,000	\$ 321,990	\$ 28,120	\$ -	\$ 55,677	\$ 502,787
2027	\$ 101,000	\$ 317,383	\$ 27,635	\$ -	\$ 56,791	\$ 502,808
2028	\$ 105,000	\$ 312,585	\$ 27,130	\$ -	\$ 57,926	\$ 502,641
2029	\$ 109,000	\$ 307,598	\$ 26,605	\$ -	\$ 59,085	\$ 502,287
2030	\$ 114,000	\$ 302,420	\$ 26,060	\$ -	\$ 60,267	\$ 502,747
2031	\$ 119,000	\$ 297,005	\$ 25,490	\$ -	\$ 61,472	\$ 502,967
2032	\$ 124,000	\$ 291,353	\$ 24,895	\$ -	\$ 62,701	\$ 502,949
2033	\$ 129,000	\$ 285,463	\$ 24,275	\$ -	\$ 63,955	\$ 502,693
2034	\$ 136,000	\$ 278,045	\$ 23,630	\$ -	\$ 65,234	\$ 502,909
2035	\$ 143,000	\$ 270,225	\$ 22,950	\$ -	\$ 66,539	\$ 502,714
2036	\$ 150,000	\$ 262,003	\$ 22,235	\$ -	\$ 67,870	\$ 502,107
2037	\$ 158,000	\$ 253,378	\$ 21,485	\$ -	\$ 69,227	\$ 502,090
2038	\$ 167,000	\$ 244,293	\$ 20,695	\$ -	\$ 70,612	\$ 502,599
2039	\$ 176,000	\$ 234,690	\$ 19,860	\$ -	\$ 72,024	\$ 502,574
2040	\$ 185,000	\$ 224,570	\$ 18,980	\$ -	\$ 73,465	\$ 502,015
2041	\$ 195,000	\$ 213,933	\$ 18,055	\$ -	\$ 74,934	\$ 501,921
2042	\$ 206,000	\$ 202,720	\$ 17,080	\$ -	\$ 76,433	\$ 502,233
2043	\$ 218,000	\$ 190,875	\$ 16,050	\$ -	\$ 77,961	\$ 502,886
2044	\$ 230,000	\$ 178,340	\$ 14,960	\$ -	\$ 79,520	\$ 502,820
2045	\$ 242,000	\$ 165,115	\$ 13,810	\$ -	\$ 81,111	\$ 502,036
2046	\$ 256,000	\$ 151,200	\$ 12,600	\$ -	\$ 82,733	\$ 502,533
2047	\$ 271,000	\$ 135,840	\$ 11,320	\$ -	\$ 84,388	\$ 502,548
2048	\$ 286,000	\$ 119,580	\$ 9,965	\$ -	\$ 86,076	\$ 501,621
2049	\$ 303,000	\$ 102,420	\$ 8,535	\$ -	\$ 87,797	\$ 501,752
2050	\$ 321,000	\$ 84,240	\$ 7,020	\$ -	\$ 89,553	\$ 501,813
2051	\$ 340,000	\$ 64,980	\$ 5,415	\$ -	\$ 91,344	\$ 501,739
2052	\$ 361,000	\$ 44,580	\$ 3,715	\$ -	\$ 93,171	\$ 502,466
2053	\$ 382,000	\$ 22,920	\$ 1,910	\$ (438,758)	\$ 95,034	\$ 63,106
Total	\$ 5,624,000	\$ 5,879,740	\$ 500,480	\$ (438,758)	\$ 2,062,900	\$ 13,628,362

Footnotes:

[a] Interest on the Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

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

EXHIBIT B-2 – DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS FOR THE BONDS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 332,000.00	\$ 106,957.33	\$ 438,957.33
2026	97,000.00	321,990.00	418,990.00
2027	101,000.00	317,382.50	418,382.50
2028	105,000.00	312,585.00	417,585.00
2029	109,000.00	307,597.50	416,597.50
2030	114,000.00	302,420.00	416,420.00
2031	119,000.00	297,005.00	416,005.00
2032	124,000.00	291,352.50	415,352.50
2033	129,000.00	285,462.50	414,462.50
2034	136,000.00	278,045.00	414,045.00
2035	143,000.00	270,225.00	413,225.00
2036	150,000.00	262,002.50	412,002.50
2037	158,000.00	253,377.50	411,377.50
2038	167,000.00	244,292.50	411,292.50
2039	176,000.00	234,690.00	410,690.00
2040	185,000.00	224,570.00	409,570.00
2041	195,000.00	213,932.50	408,932.50
2042	206,000.00	202,720.00	408,720.00
2043	218,000.00	190,875.00	408,875.00
2044	230,000.00	178,340.00	408,340.00
2045	242,000.00	165,115.00	407,115.00
2046	256,000.00	151,200.00	407,200.00
2047	271,000.00	135,840.00	406,840.00
2048	286,000.00	119,580.00	405,580.00
2049	303,000.00	102,420.00	405,420.00
2050	321,000.00	84,240.00	405,240.00
2051	340,000.00	64,980.00	404,980.00
2052	361,000.00	44,580.00	405,580.00
2053	<u>382,000.00</u>	<u>22,920.00</u>	<u>404,920.00</u>
Total	\$5,956,000.00	\$5,986,697.33	\$11,942,697.33

EXHIBIT C – WINFREY ESTATES FINAL PLAT

STATE OF TEXAS
COUNTY OF HARRIS

WE, CHTA DEVELOPMENT, INC., acting by and through ERIC HYMNOWITZ, President and MIKE DISBERGER, Vice President, being officers of CHTA DEVELOPMENT, INC., owners in this section other referred to as owners of the 33.3858 acre tract described in the above and foregoing plat of WINFREY ESTATES, do hereby make and establish said subdivision of said property according to all laws, dedications, restrictions and covenants in said plat and hereby dedicate to the use of the public, forever, all streets, alleys, paths, watercourses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed, and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10') perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14') perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16') perimeter ground easements, from a plane sixteen feet (16') above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (L.C. and A.C.) as indicated and depicted, hence, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

IN TESTIMONY WHEREOF, the CHTA DEVELOPMENT, INC., has caused these presents to be signed by ERIC HYMNOWITZ, its President, the undersigned authority, selected by MIKE DISBERGER, its Vice President, and to common seal hereunto affixed this 21st day of February, 2023.

CHTA DEVELOPMENT, INC.
By ERIC HYMNOWITZ, President
MIKE DISBERGER, Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ERIC HYMNOWITZ and MIKE DISBERGER, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of February, 2023.

Notary Public in and for the State of Texas
My Commission expires: 12/14/2025

I, ANDREW R. JETT, LOT 14 of B.L.C., owner and holder of a lien against the property described in the plat known as WINFREY ESTATES, do hereby acknowledge that the plat known as WINFREY ESTATES, File No. RP-2022-473556, of the C.P.R.S., of Harris County, Texas, do hereby ratify and confirm the same and the same shall be binding upon the purposes and effects of said plat and the dedications and restrictions shown thereon to said subdivision plat and as hereby confirmed that we are the present owner of said land and have not designed the same nor any part thereof.

By: *Andrew R. Jett*
Andrew R. Jett, Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ANDREW R. JETT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of February, 2023.

Notary Public in and for the State of Texas
My Commission expires: 07/27/2025

Khanita Schmitt
Khanita Schmitt
Notary Public
Madison County, NC
My Commission Expires July 27, 2025

LOT TABLE

Block	Lot	Area	Sq. Feet
BLOCK 1	1	0.1431	6,240.05
	2	0.1431	6,240.05
	3	0.1431	6,240.05
	4	0.1431	6,240.05
	5	0.1431	6,240.05
	6	0.1431	6,240.05
	7	0.1431	6,240.05
	8	0.1431	6,240.05
	9	0.1431	6,240.05
	10	0.1431	6,240.05
BLOCK 2	11	0.1431	6,240.05
	12	0.1431	6,240.05
	13	0.1431	6,240.05
	14	0.1431	6,240.05
	15	0.1431	6,240.05
	16	0.1431	6,240.05
	17	0.1431	6,240.05
	18	0.1431	6,240.05
	19	0.1431	6,240.05
	20	0.1431	6,240.05
BLOCK 3	21	0.1431	6,240.05
	22	0.1431	6,240.05
	23	0.1431	6,240.05
	24	0.1431	6,240.05
	25	0.1431	6,240.05
	26	0.1431	6,240.05
	27	0.1431	6,240.05
	28	0.1431	6,240.05
	29	0.1431	6,240.05
	30	0.1431	6,240.05
BLOCK 4	31	0.1431	6,240.05
	32	0.1431	6,240.05
	33	0.1431	6,240.05
	34	0.1431	6,240.05
	35	0.1431	6,240.05
	36	0.1431	6,240.05
	37	0.1431	6,240.05
	38	0.1431	6,240.05
	39	0.1431	6,240.05
	40	0.1431	6,240.05
BLOCK 5	41	0.1431	6,240.05
	42	0.1431	6,240.05
	43	0.1431	6,240.05
	44	0.1431	6,240.05
	45	0.1431	6,240.05
	46	0.1431	6,240.05
	47	0.1431	6,240.05
	48	0.1431	6,240.05
	49	0.1431	6,240.05
	50	0.1431	6,240.05
BLOCK 6	51	0.1431	6,240.05
	52	0.1431	6,240.05
	53	0.1431	6,240.05
	54	0.1431	6,240.05
	55	0.1431	6,240.05
	56	0.1431	6,240.05
	57	0.1431	6,240.05
	58	0.1431	6,240.05
	59	0.1431	6,240.05
	60	0.1431	6,240.05
BLOCK 7	61	0.1431	6,240.05
	62	0.1431	6,240.05
	63	0.1431	6,240.05
	64	0.1431	6,240.05
	65	0.1431	6,240.05
	66	0.1431	6,240.05
	67	0.1431	6,240.05
	68	0.1431	6,240.05
	69	0.1431	6,240.05
	70	0.1431	6,240.05
BLOCK 8	71	0.1431	6,240.05
	72	0.1431	6,240.05
	73	0.1431	6,240.05
	74	0.1431	6,240.05
	75	0.1431	6,240.05
	76	0.1431	6,240.05
	77	0.1431	6,240.05
	78	0.1431	6,240.05
	79	0.1431	6,240.05
	80	0.1431	6,240.05
BLOCK 9	81	0.1431	6,240.05
	82	0.1431	6,240.05
	83	0.1431	6,240.05
	84	0.1431	6,240.05
	85	0.1431	6,240.05
	86	0.1431	6,240.05
	87	0.1431	6,240.05
	88	0.1431	6,240.05
	89	0.1431	6,240.05
	90	0.1431	6,240.05
BLOCK 10	91	0.1431	6,240.05
	92	0.1431	6,240.05
	93	0.1431	6,240.05
	94	0.1431	6,240.05
	95	0.1431	6,240.05
	96	0.1431	6,240.05
	97	0.1431	6,240.05
	98	0.1431	6,240.05
	99	0.1431	6,240.05
	100	0.1431	6,240.05

RESERVE TABLE

Block	Lot	Area	Sq. Feet
BLOCK 1	1	0.1431	6,240.05
	2	0.1431	6,240.05
	3	0.1431	6,240.05
	4	0.1431	6,240.05
	5	0.1431	6,240.05
	6	0.1431	6,240.05
	7	0.1431	6,240.05
	8	0.1431	6,240.05
	9	0.1431	6,240.05
	10	0.1431	6,240.05
BLOCK 2	11	0.1431	6,240.05
	12	0.1431	6,240.05
	13	0.1431	6,240.05
	14	0.1431	6,240.05
	15	0.1431	6,240.05
	16	0.1431	6,240.05
	17	0.1431	6,240.05
	18	0.1431	6,240.05
	19	0.1431	6,240.05
	20	0.1431	6,240.05
BLOCK 3	21	0.1431	6,240.05
	22	0.1431	6,240.05
	23	0.1431	6,240.05
	24	0.1431	6,240.05
	25	0.1431	6,240.05
	26	0.1431	6,240.05
	27	0.1431	6,240.05
	28	0.1431	6,240.05
	29	0.1431	6,240.05
	30	0.1431	6,240.05
BLOCK 4	31	0.1431	6,240.05
	32	0.1431	6,240.05
	33	0.1431	6,240.05
	34	0.1431	6,240.05
	35	0.1431	6,240.05
	36	0.1431	6,240.05
	37	0.1431	6,240.05
	38	0.1431	6,240.05
	39	0.1431	6,240.05
	40	0.1431	6,240.05
BLOCK 5	41	0.1431	6,240.05
	42	0.1431	6,240.05
	43	0.1431	6,240.05
	44	0.1431	6,240.05
	45	0.1431	6,240.05
	46	0.1431	6,240.05
	47	0.1431	6,240.05
	48	0.1431	6,240.05
	49	0.1431	6,240.05
	50	0.1431	6,240.05
BLOCK 6	51	0.1431	6,240.05
	52	0.1431	6,240.05
	53	0.1431	6,240.05
	54	0.1431	6,240.05
	55	0.1431	6,240.05
	56	0.1431	6,240.05
	57	0.1431	6,240.05
	58	0.1431	6,240.05
	59	0.1431	6,240.05
	60	0.1431	6,240.05
BLOCK 7	61	0.1431	6,240.05
	62	0.1431	6,240.05
	63	0.1431	6,240.05
	64	0.1431	6,240.05
	65	0.1431	6,240.05
	66	0.1431	6,240.05
	67	0.1431	6,240.05
	68	0.1431	6,240.05
	69	0.1431	6,240.05
	70	0.1431	6,240.05
BLOCK 8	71	0.1431	6,240.05
	72	0.1431	6,240.05
	73	0.1431	6,240.05
	74	0.1431	6,240.05
	75	0.1431	6,240.05
	76	0.1431	6,240.05
	77	0.1431	6,240.05
	78	0.1431	6,240.05
	79	0.1431	6,240.05
	80	0.1431	6,240.05
BLOCK 9	81	0.1431	6,240.05
	82	0.1431	6,240.05
	83	0.1431	6,240.05
	84	0.1431	6,240.05
	85	0.1431	6,240.05
	86	0.1431	6,240.05
	87	0.1431	6,240.05
	88	0.1431	6,240.05
	89	0.1431	6,240.05
	90	0.1431	6,240.05
BLOCK 10	91	0.1431	6,240.05
	92	0.1431	6,240.05
	93	0.1431	6,240.05
	94	0.1431	6,240.05
	95	0.1431	6,240.05
	96	0.1431	6,240.05
	97	0.1431	6,240.05
	98	0.1431	6,240.05
	99	0.1431	6,240.05
	100	0.1431	6,240.05

VICINITY MAP

not to scale

LEGEND:
 U.E. - Unobstructed Aerial Easement
 C.U.E. - City of Tomball Utility Easement
 L.E. - Lateral Easement
 C.A.L. - Capped Iron Road
 F.C. - Fire Code
 F.N.D. - Flood
 S.M. - Sewer
 H.C.M.R. - Harris County Map Records
 H.C.D.R. - Harris County Deed Records
 H.C.C.F. - Harris County Clerk's File
 L.R. - Iron Road
 O.P.R.D.R.P. - Official Public Records of Real Property

NOTES:
 Public easements denoted on this plat are hereby dedicated to the public forever. Any public utility, including the City of Tomball, shall have the right at all times, of ingress and egress to and from said open road easements for the purpose of construction, maintenance, inspection, monitoring, and adding to or removing any or part of its respective systems without liability of any time or cost for procuring the permission of the property owner. Any public utility, including the City of Tomball, shall have the right to move and keep moved all or part of any building, fence, trees, shrubs, other growth or improvements first in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of the easements shown on this plat. Neither the City of Tomball nor any other public utility shall be responsible for any damages to property within an easement arising out of the removal or relocation of any obstruction in the public easement.

Flood Information:
 According to FEMA Flood Map No. 480210020A, with an Effective Date of 06/18/2007, this property is in Zone "X" and is not in the 500 Annual Chance Flood Plain.

Note #1:
 All oil/gas pipelines or pipeline easements with ownership through the subdivision have been shown.

Note #2:
 All oil/gas wells with ownership (plugged, abandoned, and/or active) through the subdivision have been shown.

Note #3:
 No building or structure shall be constructed across any pipeline, building lines, and/or easements. Building setback lines will be required adjacent to all oil/gas pipelines. The setback of a minimum should be 15 feet off centerline of high pressure gas lines, and 30 feet off centerline of high pressure gas lines.

Note #4:
 This plat does not attempt to amend or remove any valid covenants or restrictions.

Note #5:
 A ten foot wide City of Tomball utility easement is hereby dedicated to this plat and is centered on the gas main extension from the City of Tomball right-of-way or City of Tomball utility easement up to and around the gas meter.

Note #6:
 The City of Tomball is responsible for the maintenance of sidewalks inside the right-of-way.

Note #7:
 Lot markers shall be five-eighths inch or greater reinforcing bar, 24 inches long, or approved equal, and shall be placed at all lot corners flush with the ground, or below ground if necessary in order to avoid being disturbed.

WINFREY ESTATES

A SUBDIVISION OF 33.3858 ACRES OF LAND
 LOCATED IN THE JESSE PRUITT SURVEY, ABSTRACT
 NO. 629, HARRIS COUNTY, TEXAS, BEING A REPLAT
 OF ALL OF RESERVES "A", RESERVE "B" AND
 WINFREY LANE PORTION ADJACENT THERETO OF
 PECK STATION ACCORDING TO THE MAP OR PLAT
 THEREOF RECORDED IN FILM BOOK NO. 666109 OF
 THE HARRIS COUNTY MAP RECORDS

REASON TO REPLAT:
 TO CREATE
 4 BLOCKS 113 LOTS 8 RESERVES

OWNER:
 CHTA DEVELOPMENT, INC.
 1169 Bitmore Road, Houston, TX 77043
 DATE: FEBRUARY, 2023 SCALE: 1"=80'

TETRA
 LAND SERVICES
 11217K.com
 281.281.1121
 www.T12TX.com
 281.281.1121

PAGE 1 OF 2

EXHIBIT D – LOT TYPE CLASSIFICATION MAP



EXHIBIT E – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types within the District are found in this Exhibit:

- Lot Type 1

**WINFREY ESTATES PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 - BUYER
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$49,769.91

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Winfrey Estates Public Improvement District – Lot Type 1 Annual Installment Schedule

Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Debt Service Reserve Fund	Annual Collection Costs	Total Annual Installment Due ^[b]
2026	\$ 858.41	\$ 2,849.47	\$ 248.85	\$ -	\$ 492.72	\$ 4,449.44
2027	\$ 893.81	\$ 2,808.69	\$ 244.56	\$ -	\$ 502.57	\$ 4,449.63
2028	\$ 929.20	\$ 2,766.24	\$ 240.09	\$ -	\$ 512.62	\$ 4,448.15
2029	\$ 964.60	\$ 2,722.10	\$ 235.44	\$ -	\$ 522.88	\$ 4,445.02
2030	\$ 1,008.85	\$ 2,676.28	\$ 230.62	\$ -	\$ 533.33	\$ 4,449.08
2031	\$ 1,053.10	\$ 2,628.36	\$ 225.58	\$ -	\$ 544.00	\$ 4,451.03
2032	\$ 1,097.35	\$ 2,578.34	\$ 220.31	\$ -	\$ 554.88	\$ 4,450.87
2033	\$ 1,141.59	\$ 2,526.22	\$ 214.82	\$ -	\$ 565.98	\$ 4,448.61
2034	\$ 1,203.54	\$ 2,460.58	\$ 209.12	\$ -	\$ 577.30	\$ 4,450.53
2035	\$ 1,265.49	\$ 2,391.37	\$ 203.10	\$ -	\$ 588.84	\$ 4,448.80
2036	\$ 1,327.43	\$ 2,318.61	\$ 196.77	\$ -	\$ 600.62	\$ 4,443.43
2037	\$ 1,398.23	\$ 2,242.28	\$ 190.13	\$ -	\$ 612.63	\$ 4,443.27
2038	\$ 1,477.88	\$ 2,161.88	\$ 183.14	\$ -	\$ 624.88	\$ 4,447.78
2039	\$ 1,557.52	\$ 2,076.90	\$ 175.75	\$ -	\$ 637.38	\$ 4,447.56
2040	\$ 1,637.17	\$ 1,987.35	\$ 167.96	\$ -	\$ 650.13	\$ 4,442.61
2041	\$ 1,725.66	\$ 1,893.21	\$ 159.78	\$ -	\$ 663.13	\$ 4,441.78
2042	\$ 1,823.01	\$ 1,793.98	\$ 151.15	\$ -	\$ 676.39	\$ 4,444.54
2043	\$ 1,929.20	\$ 1,689.16	\$ 142.04	\$ -	\$ 689.92	\$ 4,450.32
2044	\$ 2,035.40	\$ 1,578.23	\$ 132.39	\$ -	\$ 703.72	\$ 4,449.74
2045	\$ 2,141.59	\$ 1,461.19	\$ 122.21	\$ -	\$ 717.80	\$ 4,442.80
2046	\$ 2,265.49	\$ 1,338.05	\$ 111.50	\$ -	\$ 732.15	\$ 4,447.20
2047	\$ 2,398.23	\$ 1,202.12	\$ 100.18	\$ -	\$ 746.79	\$ 4,447.33
2048	\$ 2,530.97	\$ 1,058.23	\$ 88.19	\$ -	\$ 761.73	\$ 4,439.12
2049	\$ 2,681.42	\$ 906.37	\$ 75.53	\$ -	\$ 776.96	\$ 4,440.28
2050	\$ 2,840.71	\$ 745.49	\$ 62.12	\$ -	\$ 792.50	\$ 4,440.82
2051	\$ 3,008.85	\$ 575.04	\$ 47.92	\$ -	\$ 808.35	\$ 4,440.17
2052	\$ 3,194.69	\$ 394.51	\$ 32.88	\$ -	\$ 824.52	\$ 4,446.60
2053	\$ 3,380.53	\$ 202.83	\$ 16.90	\$ (3,882.81)	\$ 841.01	\$ 558.46
Total	\$ 49,769.91	\$ 52,033.10	\$ 4,429.03	\$ (3,882.81)	\$ 18,255.75	\$ 120,604.98

Footnotes:

[a] Interest on the Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 5, 2025

Topic:

Approve a Professional Services Agreement with Oller Engineering, Inc. for Project Number 2025-10014, Electrical Study & Report – Water Wells, for a total contract amount not-to-exceed \$10,000, 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 Fiscal Year 2024-2025 Budget under Professional Services – Engineering.

Background:

Staff requested a professional services agreement and scope of work with Oller Engineering, Inc. (OEI) to conduct an electrical study and report on existing electrical services and disconnects at specific water booster stations and wells to inspect for compliance with proper codes. Following the study, OEI will provide a full report of the findings and recommendations for upgrades with an opinion of the cost.

The professional services agreement with OEI included a scope of work to complete the study, provide the report with recommendations for upgrades, for a not-to-exceed amount of \$10,000. The scope of work includes the following tasks:

1. **Data Collection & Field Investigation and Survey:** Reviewing existing plans and as-built drawing. Access existing conditions from by conducting field investigations.
2. **Report:** Full report of the findings from the study with recommendations for upgrades with cost estimates.

Based on the City's adopted Procurement Policy purchases in excess of \$50,000 to one vendor require City Council approval. Staff is requesting approval of the professional services agreement with Oller Engineering, Inc. for a not-to-exceed amount of \$10,000 since the vendor has exceeded the \$50,000 expenditure threshold for the current fiscal year, current vendor expenditures for the fiscal year is show below.

Oller Engineering, Inc. Current Fiscal Year Expenditures			
Project	Contract Amount	Contract Remaining	FY Expenditures
Rudolph Road Sanitary Sewer Extension	\$47,449	\$17,285.58	\$24,820.92
Oak & Clayton Water Line Replacement	\$140,000	\$59,606.35	\$80,393.65
16" Water Line – Hufsmith	\$346,382	\$206,671.30	\$94,493.62
Baker Drive Sidewalks	\$79,740	\$13,906.51	\$29,192.45
Electrical Study*	\$10,000*	N/A	N/A
Total FY Expenditures: \$228,900 (as of 4/30/2025)			

*Pending approval

Origination: Public Works

Recommendation:

Staff recommends approving a Professional Services Agreement with Oller Engineering, Inc. for a total contract amount not-to-exceed \$10,000.

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

Drew Huffman, Public Works
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: #600-613-6302

If no, funds will be transferred from account # _____

To account # _____

Signed Drew Huffman

Staff Member

Date

Approved by _____

City Manager

Date

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2025-10014
CITY OF TOMBALL
ELECTRICAL STUDY & REPORT – WATER WELLS**

**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 Oller Engineering, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the City desires to conduct an evaluation and report on existing electrical at specific water booster stations and wells (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 120 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 \$10,000, 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:

Oller Engineering, Inc.
Attention: Rich Oller, PE, President
2811 S. Loop 289, Suite 17
Lubbock, Texas 79416

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 21st day of April, 2025.

Company Name: Oller Engineering, Inc.

Rich Oller

Name: Rich Oller

Title: President / CEO

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Shannon Bennett, Assistant City Secretary

EXHIBIT A

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR STUDY AND REPORT PROFESSIONAL SERVICES

Prepared by

ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A practice division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

Adapted for Exclusive Use of
OLLER ENGINEERING, INC.

August 1989

Amended January 1993

EJCDC No. 1910-19 (1985 Edition)

**AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STUDY AND REPORT
PROFESSIONAL SERVICES**

This is an Agreement made as of April 14, 2025 between City of Tomball, Texas (OWNER) and Oller Engineering, Inc. (ENGINEER).

OWNER employs ENGINEER to perform professional engineering services, to serve as OWNER's professional engineering representative and to provide professional engineering consultation and advice for a professional fee (as set forth below) in connection with "Evaluation and Report on Existing Electrical at Specific Water Booster Stations and Wells as Designated by the Director of Public Works" (the "Assignment"). The Assignment Scope of Services is as follows:

The Director of Public Works has identified specific water booster station and water wells that an evaluation of the existing electrical services and disconnects need to be inspected for compliance with National Electrical Code (NEC). In addition all panels and internal wiring shall be inspected for compliance with proper codes for size and amperage ratings. A report of the findings and recommendations shall be prepared along with an OPCC for any and all recommended upgrades to the Director of Public Works.

SECTION 1- BASIC SERVICES OF ENGINEER

1.1. After written authorization to proceed, ENGINEER shall perform the following professional services:

1.1.1. consult with OWNER to clarify and define OWNER's requirements for the Assignment and review available data;

1.1.2. advise OWNER as to the necessity of OWNER's providing or obtaining from others special services and data required in connection with the Assignment and assist OWNER in obtaining such data and services;

1.1.3. provide analyses of OWNER's needs with evaluations and comparative studies of prospective solutions;

1.1.4. prepare a Report of ENGINEER's findings and recommendations and furnish five (5) copies of the Report and review it in person with OWNER.

1.2. The duties and responsibilities of ENGINEER described above are supplemented and amended as indicated in paragraph 1 of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters" which is attached to and made a part of this Agreement.

SECTION 2 ADDITIONAL SERVICES

2.1. If authorized in writing by OWNER, Additional Services related to the Assignment will be performed by ENGINEER for an additional professional fee.

SECTION 3 OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. provide all criteria and full information as to OWNER's requirements for the Assignment and designate in writing a person with authority to act on OWNER's behalf on all matters concerning the Assignment;

3.2. furnish to ENGINEER all existing studies, reports and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement;

3.3. arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder;

3.4. perform such other functions as are indicated in paragraph 2 of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters"; and

3.5. bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4—PERIOD OF SERVICE

4.1. ENGINEER's Basic Services will be performed and the Report submitted within the time period or by the date stipulated in paragraph 3 of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters."

4.2. ENGINEER's Basic Services under this Agreement will be considered complete at the earlier of (1) the date when the Report is accepted by OWNER or (2) thirty days after the date when the Report is submitted for final acceptance, plus in each case, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Report.

4.3. ENGINEER's Additional Services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

4.4. If any time period within or date by which any of ENGINEER's services are to be completed is exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

SECTION 5—PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services of ENGINEER.

5.1.1. *For Basic Services.* OWNER shall pay ENGINEER for all Basic Services rendered under Section 1 on the basis set forth in Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters".

5.1.2. *For Additional Services.* OWNER shall pay ENGINEER for all Additional Services rendered under Section 2 on the basis agreed to in writing by the parties at the time such services are authorized.

5.1.3. *Reimbursable Expenses.* In addition to the payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic Services and Additional Services.

5.2. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. ENGINEER's above charges are on the basis of prompt payment of bills rendered and continuous progress of the work on the Assignment until submission of the Report.

5.4. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

SECTION 6—COST CONTROL

6.1. OWNER's budgetary requirements and considerations in respect of the Assignment are set forth in paragraph 5 of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters."

6.2. Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by ENGINEER hereunder will be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified design professional. It is recognized, however, that ENGINEER does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the Report must of necessity be speculative until completion of its detailed design. Accordingly, ENGINEER does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by ENGINEER to OWNER hereunder.

SECTION 7—GENERAL CONSIDERATIONS

7.1. All documents prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and ENGINEER shall retain an ownership and property interest therein. OWNER may make and retain copies for information and reference; however, such documents are not intended or represented to be suitable for reuse by OWNER or others. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.2. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

7.3.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.3.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.3.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall

prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.4. ENGINEER agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for OWNER under this Agreement. ENGINEER also agrees to maintain public liability insurance covering claims against ENGINEER for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement.

7.5. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees and agents and ENGINEER's consultants from and against any and all claims, costs, losses and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, agents and OWNER's consultants with respect to this Agreement or caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCB's, petroleum, hazardous waste, or radioactive material at, on, under or from the study site. ENGINEER's total liability to OWNER and anyone claiming by, through or under OWNER for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

7.6. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's consultants or any of them, shall not exceed the total compensation received by ENGINEER or 100,000

dollars, whichever is less, based on comparative negligence principles.

7.7 OWNER and ENGINEER hereby certify that each are bound by the policy of non-discrimination and equal employment opportunity and/or committed to complying with all governmental laws and regulations including Executive Order 11246; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 503 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963; Minorities and Women (41 CFR, Part 60-1.4A); Disabled Veterans/Armed Forces Service Medal Veterans/Recently separated Veterans / Other Protected Veterans (41 CFR, Parts 60.250.5 and 60.300.5); Qualified Individuals with Disabilities (45 CFR, Part 60-741.5); inclusive of amendments to any of them, and any other applicable local, state or federal statute or regulation. Both

parties agree that the contents of this paragraph shall be included in all other subcontracts issued by either party pursuant to this Agreement.

7.8. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.9. This Agreement (consisting of pages 1 to _____ inclusive) together with Exhibit SR-A constitute the entire Agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit SR-A may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

[The rest of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: City of Tomball, Texas

ENGINEER: Oller Engineering, Inc.

Drew Huffman


Rich Oller, PE

Title: Director of Public Works

Title: President | CEO

Address for giving notices:

Address for giving notices:

501 James St.

2811 S. Loop 289 Suite 17

Tomball, TX 77375

Lubbock, TX 79416

[The rest of this page left blank intentionally.]

**Further Description of Basic Services, Duties of Owner,
Method of Payment and Related Matters**

This is an exhibit attached to and made a part of the Agreement dated April 14, 2025 between City of Tomball, Texas (OWNER) and Oller Engineering, Inc. (ENGINEER) for study and report professional services.

1. The Scope of Services to be provided by ENGINEER shall include the following:

The Director of Public Works has identified specific water booster station and water wells that an evaluation of the existing electrical services and disconnects need to be inspected for compliance with National Electrical Code (NEC). In addition all panels and internal wiring shall be inspected for compliance with proper codes for size and amperage ratings. A report of the findings and recommendations shall be prepared along with an OPCC for any and all recommended upgrades to the Director of Public Works.

2. The Basic Services of ENGINEER as described in Section 1 of said Agreement are amended and supplemented as follows:

N/A

3. The responsibilities of OWNER as described in Section 3 of said Agreement are amended and supplemented as follows:

None

4. The time period for the performance of ENGINEER's Services is as follows:

Project is Completed

5. Payment for Services is as follows:

- A. **Basic Services:** Compensation will be [a lump sum amount of \$10,000.00.] [~~a fixed fee of \$_____ plus an amount equal to ENGINEER's Direct Labor Costs times a factor of _____ for all Basic Services rendered by principals and employees engaged directly on the Assignment.~~] [on the basis of (Direct Labor Costs) (Salary Costs) times a factor of _____ for all Basic Services rendered by principals and employees engaged directly on the Project.
- B. **Additional Services:** Compensation will be an hourly rate of \$185.00/hour and all additional work shall be approved by City prior to starting any additional services.
- (1) ~~Salary Cost:~~ ~~Salary Cost is defined as the cost of salaries paid to ENGINEER's personnel plus payroll burden (including, but not limited to Social Security contributions, Federal and State Unemployment taxes, Workers' Compensation, health and retirement benefits, incentive pay, sick leave, vacation and holiday pay applicable thereto), for the number of hours devoted to the work covered by this Agreement.~~
- (2) **Reimbursable Expenses:** Expenses in connection with Additional Services shall include transportation and subsistence, cost of ENGINEER's field office, reproduction, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:
- a. Transportation by ENGINEER's vehicles: at ENGINEER's standard rates.
 - b. Reproduction performed in ENGINEER's office: at prevailing commercial rates.
 - c. Computer services: at ENGINEER's standard rates.
 - d. All others: actual cost to ENGINEER plus a 10 percent service charge.

6. OWNER has established the budget for this project at _____.

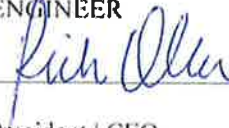
7. (Other)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER

Director of Public Works
Title

ENGINEER



President | CEO
Title

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 5, 2025

Topic:

Consideration and discussion regarding future appointment/reappointment to the Tomball Economic Development Corporation.

Background:

During this meeting, candidates will have the opportunity to introduce themselves and respond to any questions.

The board's purpose is to consider variances and special exceptions to the terms of the Zoning Ordinance and to hear and decide appeals of decisions and interpretations made by an administrative official in the enforcement of the Zoning Ordinance.

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

<u>TEDC Member</u>	<u>Term Ends</u>
Lisa Covington	05/31/2025
James Engelke	05/31/2025
Gretchen Fagan	05/31/2025

Current members were all contacted, and the following members would like to be reappointed:

Lisa Covington
James Engelke
Gretchen Fagan

Additionally, we received applications from the following individuals:

Brenda Crenshaw
Devon Ketchner (currently on BOA)
Matthew Williams (currently on BOA)
Sherrie Meicher
William "Butch" Martin
Harold "Wayne" Hall
Becky Clepper

All qualified applicants were invited to attend today's meeting.

Appointments will be made at the next Regular City Council meeting to be held on May 19, 2025, and their terms will end 05/31/2027.

Origination: Mayor Lori Klein Quinn

Recommendation: n/a

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	Tracylynn Garcia	Approved by	
	_____		_____
	Staff Member		City Manager
	Date		Date



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: 2/5/2024

Name: Brenda G. Crenshaw

Phone: [REDACTED]

Address: [REDACTED]

Phone: [REDACTED]

City/State/Zip: [REDACTED]

(Work)

Cell: same

Email: [REDACTED]

I have lived in Tomball 32 years. (off and on)

I am X am not a U.S. Citizen

Occupation: Vice President CDS (Community Development Strategies);
Realtor - 5th Stream Realty; President ABC Realty Pros LLC;
Licensed Appraiser

Professional and/or Community Activities: Houston Assoc of Realtors; Commercial
Real Estate Women;

Additional Pertinent Information/References: I have worked with Kelly Violette on numerous projects for the City of Tomball / Tomball EDC and CDS both directly and on team projects.

Please attach a short biography to this application.

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

I have lived in Tomball on and off for over 30 years.

I have always worked in real estate and would like to help form future growth and development 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

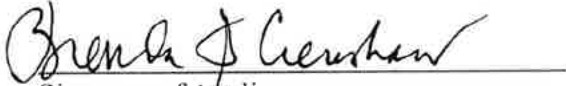
Non-profit Corporation Boards

- () 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
office: 281-351-5484
fax: 281-351-6256

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

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1)(a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

Name of Officer

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

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

☐ Yes☒ No

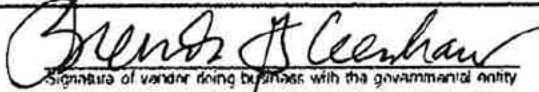
B Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

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

N/A

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

7 
Signature of vendor doing business with the governmental entity

2/5/24
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.)

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of Local Government Officer</p>		
<p>2 Office Held</p>		
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.</p>		
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>(attach additional forms as necessary)</p>		
<p>6 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.</p> <p>_____ Signature of Local Government Officer</p> <p>Please complete either option below:</p> <p>(1) Affidavit</p> <p>NOTARY STAMP/SEAL</p> <p>Sworn to and subscribed before me by _____ this the _____ day of _____</p> <p>20 _____, to certify which witness my hand and seal of office</p> <p>Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath _____</p> <p>(2) Unsworn Declaration</p> <p>My name is <u>Brenda G Crenshaw</u> and my date of birth is <u>6/6/61</u></p> <p>My address is _____</p> <p>Executed in <u>Harris</u> (county) State of <u>Tx</u> on the <u>5th</u> (day) of <u>February</u> <u>24</u> (month) (year)</p> <p>_____ Signature of Local Government Officer (Declarant)</p>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 8/17/2020

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.
3. **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
4. **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
5. **List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
6. **Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

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

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

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

(2) the vendor:

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

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



Board Member Election on Disclosure

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

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

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

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

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

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

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

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


Board Member's Signature


Date


Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 2/5/2024 (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.



Signature of Applicant for Appointment



Printed Name of Applicant

2/5/2024

Date:

Brenda G. Crenshaw

Qualifications Profile for Tomball EDC Board

Experienced individual with an understanding of the real estate market and its demographic and economic influences gained through a diverse career history in commercial and residential real estate market analysis, asset operations, management, disposition and valuation.

I have worked closely with the Tomball EDC/City and private developers on several projects in Tomball while employed with CDS. The projects include the market study for the creation of the Tomball Industrial Park, Macy's Industrial Development and the proposed mixed-use development at the NWC of FM 2920 and FM 1488.

I have lived in Tomball for over 30 years in 5 different houses/areas

My vast real estate career has provided knowledge on all markets and land uses. Establishing well planned developments that are crucial for the growth of Tomball and its economy will be high on my list as a board member. I feel that I can be an asset to the board by providing guidance and recommendations.

Professional Background

President/Owner

ABC Realty Pros LLC 2024-Present

Company setup to buy, remodel and flip residential properties in and around the Tomball/Houston area. Also manages rental properties.

Vice President

CDS Community Development Strategies, 2008 to present

Provide management and administration of market and economic studies while adhering to time and budget constraints. Projects include demand and market feasibility relating to single use income properties and multi-use developments; Highest and Best Use determination of properties; Appraisal of student housing facilities and market rent analysis for student housing, multi-family, and medical office facilities located in the U.S. and Canada.

Commercial Appraiser

Harrington and LeBlanc, National Appraisal Partners, Ray Coleman and Assoc., 2003 to 2008

Appraisal reporting of commercial properties including multifamily housing, hotels, urban/CBD office buildings, retail centers, industrial properties and religious facilities.

Chief Financial Officer

Infopros Inc., 1999 to 2002

Diverse accounting duties for this start-up computer consulting company requiring payroll, accounts payable, accounts receivable, financial reporting, general ledger and monthly reconciliations as well as state and federal filings.

Residential Realtor

Caldwell Banker Mandola, 1992 to 2003; Gary Colburn & Associates 2007-2016; 5th Stream Realty 2016-Present

Portfolio Analyst

Bank One Texas/Bonnet Resources, 1989 to 1992

Portfolio manager of bank properties held for disposition by the FDIC. Responsibilities included budgets, variance and financial reports, and lease agreements while working closely with brokers and asset managers. Prepared financial reports and performed general accounting for Bank One.

Site Location Analyst

Weingarten Realty, 1985 to 1986 (Layoff)

Assessed land acquisitions for the development of retail centers according to guidelines for corporate market and financial feasibility.

Property Manager

Green Properties, 1982 to 1984

Management responsibilities including operations, leasing, maintenance, budgeting, and personnel at the property level for two multi-family developments in Nacogdoches, Texas while attending college.

Education

Bachelor of Business Administration, Real Estate Finance - The University of Texas at Arlington

Licenses

Texas Licensed Appraiser #1335848-L

Texas Licensed Real Estate Sales #0409602

Organizations and Affiliations

Houston Association of Realtors
Urban Land Institute
Commercial Real Estate Women

International Council of Shopping Centers
Nat. Assoc. of Industrial and Office
Properties (NAIOP)



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: 1/11/20

Name: Devon Ketchner

Phone: 832-823-1962

(Home)

Address:

Phone:

(Work)

City/State/Zip

Cell:

Email: devon@traditionservices.com

I have lived in Tomball 9 years.

I am ! am not a U.S. Citizen

Occupation: I work as the head of purchasing and logistics for an HVAC and Plumbing company Tradition Services!

Professional and/or Community Activities: I enjoy exercise and ride my bike through the beautiful city of tomball whenever I Can, I take part in local 5k's and especially love hanging out at spring creek park. I will practice my archery or disk golf on the weekend there and think its a lovely part of our community. I love training martial arts and have expirience in jiu-jitsu, boxing, wrestling, and recently just started training for a muay thai competition. I have many many hobbies to keep up with so i stay fairly busy in Tomball!

Additional Pertinent Information/References: My boss Ted Mielke actually recommended I apply and I know he has done a good amount of work for the City of Tomball.

Please attach a short biography to this application.

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

I believe that I can truly not only help keep Tomball Great but make sure it stays that way. The one thing I would hate is if a younger generation (my generation) took Tomball and led it into a false direction, I want to make sure this town keeps what makes it special and make sure that the community has someone younger on their side. I know it's not a big roll in the grand scheme of things but it's a start for me to help out where I can. I pride myself on being extremely hard working and diligent, I take pride in what I do and will get the job done by any means necessary!

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

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

Meeting Information

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

Separate Legal Entities

- (1) Tomball Economic Development Corporation

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.**

 Devon Ketchner

Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cs@tomballtx.gov
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)

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

Devon Ketchner

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
office: 281-290-1002
fax: 281-351-6256

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

Name of Officer

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

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

7 Devon Ketchner

Signature of vendor doing business with the governmental entity

01/11/2024

Date

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>	<p>OFFICE USE ONLY</p> <p>Date Received: _____</p>						
<p>1 Name of Local Government Officer</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>							
<p>2 Office Held</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>							
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>							
<p>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>							
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Date Gift Accepted _____</td> <td style="width: 75%;">Description of Gift _____</td> </tr> <tr> <td>Date Gift Accepted _____</td> <td>Description of Gift _____</td> </tr> <tr> <td>Date Gift Accepted _____</td> <td>Description of Gift _____</td> </tr> </table> <p style="text-align: center;">(attach additional forms as necessary)</p>		Date Gift Accepted _____	Description of Gift _____	Date Gift Accepted _____	Description of Gift _____	Date Gift Accepted _____	Description of Gift _____
Date Gift Accepted _____	Description of Gift _____						
Date Gift Accepted _____	Description of Gift _____						
Date Gift Accepted _____	Description of Gift _____						
<p>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.</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Signature of Local Government Officer</p> <p style="text-align: center; font-weight: bold; margin-top: 10px;">Please complete either option below:</p> <p>(1) Affidavit</p> <p style="margin-top: 10px;">NOTARY STAMP/SEAL</p> <p>Shown to and subscribed before me by _____ this the _____ day of _____</p> <p>20_____, to certify which, witness my hand and seal of office.</p> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 33%;">Signature of officer administering oath _____</td> <td style="width: 33%;">Printed name of officer administering oath _____</td> <td style="width: 33%;">Title of officer administering oath _____</td> </tr> </table> <p style="text-align: center; background-color: black; color: white; font-weight: bold; margin-top: 10px;">OR</p> <p>(2) Unsworn Declaration</p> <p>My name is _____ and my date of birth is _____</p> <p>My address is _____</p> <p style="text-align: center;">(street) (city) (state) (zip code) (country)</p> <p>Executed in _____ County, State of _____ on the _____ day of _____ 20_____,</p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Signature of Local Government Officer (Declarant)</p>		Signature of officer administering oath _____	Printed name of officer administering oath _____	Title of officer administering oath _____			
Signature of officer administering oath _____	Printed name of officer administering oath _____	Title of officer administering oath _____					

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.

Devon Ketchner

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

01/11/2024

Date

Devon Ketchner

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 01/11/2024 (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.

Devon Ketchner

Signature of Applicant for Appointment
Devon Ketchner

Printed Name of Applicant

01/11/2024

Date:

"Greetings all,

As a long-term resident of Tomball, I have had the privilege of Seeing our community grow into something beautiful. I have a deep love for the environment and a commitment to preserving the charm of Tomball. Currently, I am super honored to serve on the Board of Adjustments sitting in as Alt. Position 1. I would really like to be considered for the Tomball Economic Development Corporation. I mainly wanted to get into city council to make efforts to preserve the wildlife and environment in Tomball. I Believe we have a beautiful town and I want to make sure that the following generations get to experience what a great little town Tomball is. I'm very young, so I Believe I will be able to bring a new voice to the table, a voice supporting the next generation to come. I have worked in several construction development companies for the past 6 years and work in a corporate management position for one right now. I believe that the only way to achieve anything in life is hard work, and if you're willing to work hard you can make anything happen for yourself. With my background and passion for this town's future, I know I am ready to bring new and exciting ideas to Tomball City Council and contribute to Tomball's growth ensuring it remains a special place for years to come. Thank you for considering my application.

- Devon Ketchner"



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: Matt Williams

Address: [REDACTED]

City/State/Zip [REDACTED]

Email: [REDACTED]

Date: 2/24/2025

Phone: N/A

(Home)

Phone: N/A

(Work)

Cell: [REDACTED]

I have lived in Tomball 7 years.

I am x am not a U.S. Citizen

Occupation: Business Development, Stellar Drilling Fluids

Professional and/or Community Activities: AADE-Oil&Gas Industry Event, Tomball Little League (Coach/Parent), Tomball Bible Church member and childrens ministry/Sunday school teacher

Additional Pertinent Information/References: BoA alternate member and applicant for other committees

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.

Want to ensure boards/commissions are represented by different demographics to ensure that the work of the city is receiving inputs from all types of residents that make the best use of the cities plans, investment, and businesses.

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

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

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

Decision-Making Boards and Commissions

- ☒ (1) Planning & Zoning Commission
☒ (2) Board of Adjustments

Meeting Information

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

Separate Legal Entities

- ☒ (3) Tomball Economic Development Corporation

() Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

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



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

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-290-1002
fax: 281-351-6256

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received: _____	
1 Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; padding: 2px; min-height: 20px;">N/A</div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="border-bottom: 1px solid black; width: 60%; margin: 0 auto; text-align: center;">Name of Officer</div>		
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.		
<div style="margin-bottom: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
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 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p>7</p> <div style="border-bottom: 1px solid black; width: 100%; text-align: center; margin-top: 10px;"> </div> <p style="text-align: center; font-size: small;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.5em; margin: 0;">2/24/25</p> <p style="font-size: small; margin: 0;">Date</p> </div> </div>		

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

N/A

2 Office Held

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

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

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

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

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is Matthew Daniel Williams and my date of birth is _____

My address is _____

(street)

(city)

(state)

(zip code)

(country)

Executed in _____ County, State of _____, on the 24 day of Feb 2025

(month)

(year)

Signature of Local Government Officer (Declarant)



Board Member Election on Disclosure

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

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

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

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

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

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

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

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

Board Member's Signature

Feb 24, 2025

Date

Matthew Daniel Williams

Board Member's Printed Name



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Name: Sherrie M. Meicher

Date: 5/26/24

Address: [REDACTED]

Phone: [REDACTED] (Home)

Phone: N/A (Work)

City/State/Zip: [REDACTED]

Cell: [REDACTED]

Email: [REDACTED]

I have lived in Tomball 42 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: Congressional Representative (Retired)
Secondary Educator

Professional and/or Community Activities:

Texas Teacher Retirement Association
Director - Southeast Texas Finance Corporation
MEMBER - CTAAB
Past Incumbent - Director of Tomball Museum
MEMBER - Salem Lutheran Church Tomball
Past Director of Tomball Regional Medical Center
Past Director Parks & Recreation
Past Director of Harris County American Indian Board

Additional Pertinent Information/References:

Ken Williams - Executive Director - Southeast Texas Housing
Finance Corporation
Bruce Hillgeist - President - CTAAC

Please attach a short biography to this application.

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

I am a longtime resident of Tomball, TX,
I have always been interested in serving
my community in various capacities.
I have had extensive experience with
serving on boards in areas of planners
and finance. I would like to continue
to be a part of planning future endeavors of

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

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

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

Decision-Making Boards and Commissions

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

Meeting Information

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

Separate Legal Entities

- (☒) Tomball Economic Development Corporation

- () Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

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

Meeting Information

As called


Non-profit Corporation Boards

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

Meeting Information

As called

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


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

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cs@tomballtx.gov
office: 281-290-1002
fax: 281-351-6256

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

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.

N/A

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

☐

Yes

☐

No

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

☐

Yes

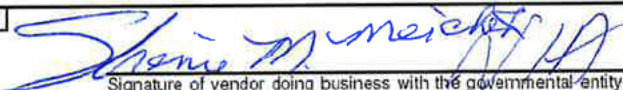
☐

No

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

N/A

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

7 
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.

Shane M. Meicher *N/A*

N/A

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

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

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

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

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

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

My address is _____

(street)

(city)

(state)

(zip code)

(country)

Executed in _____ County, State of _____, on the _____ day of _____, 20____

(month)

(year)

Signature of Local Government Officer (Declarant)

N/A

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.

Sherrie M. Meicher 5/26/24
Board Member's Signature Date

Sherrie M. Meicher
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 May 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.

Sherric M. Meicher
Signature of Applicant for Appointment

Sherric M. Meicher
Printed Name of Applicant


5/26/24
Date:

Sherrie M. Meicher



Biography

I have been a resident of Tomball, TX for the past 42 years. 

 I am retired and own my own home and plan to live in Tomball for the rest of my life because I love this city.

I was a secondary high school teacher for 26 years. The classes I taught were Government, History, Economics, and Geography. I worked with the debate team and drill teams. I'm a graduate of the University of Missouri and went to graduate school at the University of Houston – Clear Lake where I majored in History, Education, and Cultural studies.

When I moved to Texas, I picked up a minor degree in business at Sam Houston State University.

I was Chairman of the Conroe ISD Insurance Committee and served on the Textbook Committee.

I worked for Congressman Michael T. McCaul for almost 20 years as a Field Representative and Caseworker for the 10th Congressional District.



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: William "Butch" Martin

Address:

City/State/Zip

Email:

Date: 5/16/24

Phone:

Phone:

Cell:

(Home)

(Work)

I have lived in Tomball 4 years.

I am X am not a U.S. Citizen

Occupation: I have worked as a Communication Technician for AT&T the past 25 years. This includes 8 years in Tomball.

Professional and/or Community Activities: I have been involved with Children's and Teen Ministries at Trinity Klein Lutheran Church for the past 10 years. I also served on Trinity's Missions Board for 4 years, including 2 years as the chair. The past 4 years I spend most weekend working on theater sets for Christian Youth Theater (CYT). I have lead several construction teams for CYT over the past 3 years.

Additional Pertinent Information/References: _____

Please attach a short biography to this application.

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

I want to be a part of guiding our city in the right direction to keep the small town feel during all the growth going on in this area. I tend to look at thing I am involved with from many different directions. I never settle for good enough. I always ask, "how can we make this better?"
I believe we have a duty to try to make a difference in our communities when we have a chance.

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

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

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

Decision-Making Boards and Commissions

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

Meeting Information

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

Separate Legal Entities

- ☒ Tomball Economic Development Corporation

- () Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

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

Meeting Information

As called

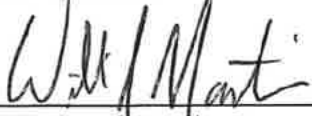
Non-profit Corporation Boards

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

Meeting Information

As called

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



Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
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

FORM CIQ

For vendor doing business with local governmental entity

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

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

Date Received

OFFICE USE ONLY

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

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

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 officer about whom the information is being disclosed.

Name of local government

William Martin

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)

Signature of

William Martin

Vendor doing business with the governmental entity

5-22-24 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.

OFFICE USE ONLY

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

Date Received

1 Name of Local Government Officer

William Martin

2 Office Held

Board member TEDC

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

N/A

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

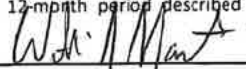
N/A

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

Date Gift Accepted N/A Description of Gift _____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.



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

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

3-16-24
Date

William Martin
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 5-16-24 (date).

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

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

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

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

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



Signature of Applicant for Appointment

William Martin

Printed Name of Applicant

5-16-24

Date:

William Martin

My name is William Martin. I have lived in Tomball for four years but have been involved in the Tomball area for the past fifteen. I have worked for AT&T for the past 25 years and 16 of them have been in Tomball and the surrounding areas. At AT&T I maintain a central office, which handles all the incoming data, video, and cell traffic for the surrounding areas. In this position I must maintain the building and the equipment within it. When something breaks, I'm the one that must repair it or get a vendor to repair it. I am heavily involved with my church, Trinity Klein Lutheran. At Trinity I currently work with teen and children's ministry. A spent time serving on adult ministry teams and worked on the Missions Board including a year as the chair. The past three years I have spend my weekends building theater sets for Christian Youth Theater. I have lid build teams on the past four shows [REDACTED]
[REDACTED] These are the things I do to make a living, and around my community. [REDACTED]
[REDACTED]

Additional Pertinent Information/References:

Have 4 children graduated from THS and colleges. Three live in the Tomball area and want to set vision for their families and grandchildren.
Ref: Bruce Hillagist, Vicki Clark, Jeff Klein, Joe Stutts, David Esquivel
Tina Salem

Please attach a short biography to this application.

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

I want to see Tomball prepare for growth for business and municipal utilities. I am prepared to help set visions for our area with planning, staffing and cooperation of City of Tomball. TERC & Tomball should tackle issues and growth hand in hand mutually!

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
office: 281-290-1002
fax: 281-351-6256

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

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

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

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

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is Harold Wayne Hall is _____

My address is _____ (city) (state) (zip code) (country)

Executed in _____ the 11 day of MARCH 2025 (month) (year)

Signature of Local Government Officer (Declarant)

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 8/17/2020

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

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

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

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

- (2) the vendor:

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

NONE

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

Harold Whynot Hall
Signature of vendor doing business with the governmental entity

3-11-25
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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



Board Member Election on Disclosure

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

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

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

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

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

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

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

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


Board Member's Signature

3-11-25
Date

Harold Wayne Hall
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 3/10/25 (date).

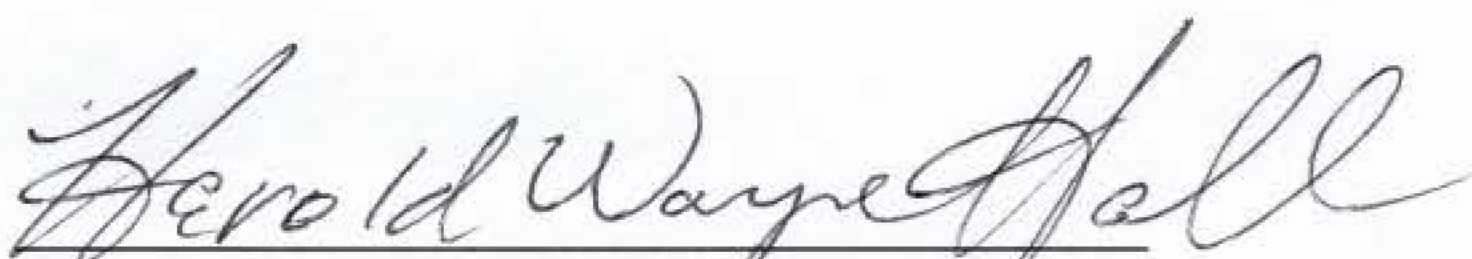
I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

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

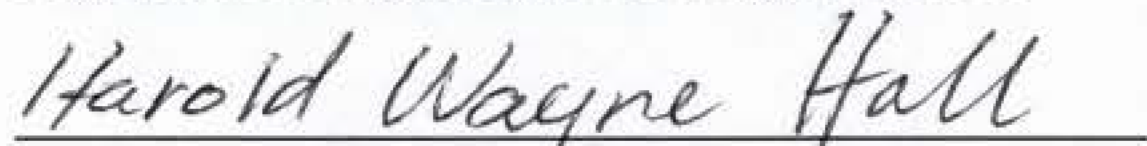
I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

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

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

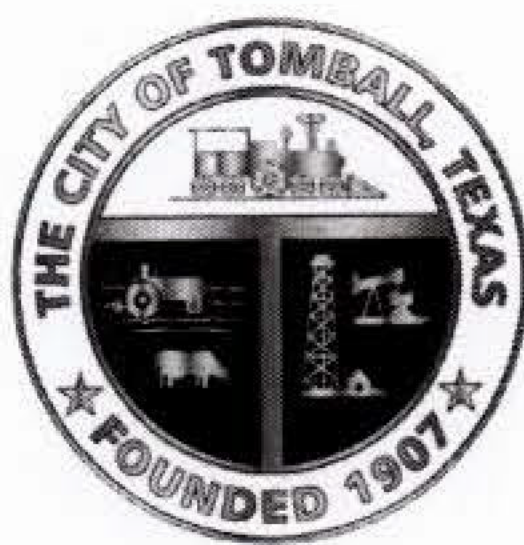


Signature of Applicant for Appointment



Printed Name of Applicant

Date: 3/10/25



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: Becky Clepper

Address: [REDACTED]

City/State/Zip: [REDACTED]

Email: [REDACTED]

Date: 3/12/25

Phone: 346-268-2699

Phone: N/A (Home)

Cell: SAME AS ABOVE (Work)

I have lived in Tomball 71 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: Retired teacher

Professional and/or Community Activities: Tomball Museum Board of Directors, Program Director of Heart of Tomball Republican Women's Club, Pot. Chair 127, Member of Tidy Up Tomball, Charter Review member.

Additional Pertinent Information/References: Bruce Hillegeist - Chamber Pres., Latrell Shannon - TEDC Board member, Angie Johnson - Board of Adjustments,

Please attach a short biography to this application.

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

I am a life long resident. I received my Bachelor of Arts degree from SAM Houston state university and my masters degree in Special Education and Reading. Since I retired I want to give back to my hometown which has given so much to me in my "growing up" years. I taught school for 28 years.

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

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

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

Decision-Making Boards and Commissions

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

Meeting Information

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

Separate Legal Entities

- (☒) Tomball Economic Development Corporation

Meeting Information

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

- () Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

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



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
office: 281-290-1002
fax: 281-351-6256

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

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 Becky Clepper
Signature of vendor doing business with the governmental entity

3/12/25
Date

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

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.

N/A

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

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

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

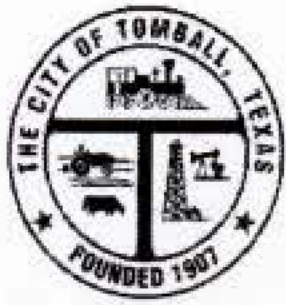
(2) Unsworn Declaration

My name is Becky Clepper and my date of birth is _____

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

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

Signature of Local Government Officer (Declarant)



Board Member Election on Disclosure

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

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

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

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

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

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

___ home address

___ home telephone number

___ personal email address

☒ cell or pager numbers not paid for by the City

☒ emergency contact information

___ information that reveals whether I have family members.

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

Becky Clepper
Board Member's Signature

3/12/25
Date

Becky Clepper
Board Member's Printed Name

I am a life long resident of Tomball. I received my B.A.T. from Sam Houston State University. I received my M. Ed. degree from Sam Houston University. I taught 7th-8th grade at Peet, Jr. High in Conroe for 28 years.

I am a member and on the Board of Directors of Tomball Museum Center where I served as Sec. for seven years. Also, I am a member of Heart of Tomball Republican Women's Club where I serve as Program Director. I am also a co-founder of the Club.

Recently I was appointed Precinct Chair of 127.

I served as a member of the Charter Review and a participant of Tidy Up Tomball.

I ask you to consider my name

as you deliberate on who to fill any vacancy on either Tomball Economic Development Corporation or Board of Adjustments.

Becky Clepper

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 5, 2025

Topic:

Consideration and discussion regarding a future appointment to the Planning & Zoning Commission and Capital Improvement Advisory Committee.

Background:

During this meeting, candidates will have the opportunity to introduce themselves and respond to any questions.

The Planning and Zoning Commission reviews, advises, and provides recommendations to the City Council on issues related to planning and development within the City and its extraterritorial jurisdiction (ETJ).

The Capital Improvements Advisory Committee regularly reviews and updates the Land Use Assumptions, Capital Improvements Program (CIP), and Impact Fees, and offers recommendations to the City Council.

The P&Z Commission/CIPAC is composed of five members who serve on both boards. In addition, CIPAC includes one extra member representing the ETJ. All members are appointed by the Tomball City Council to three-year terms and must be residents of Tomball.

<u>P&Z/CIPAC) Member</u>	<u>Term Ends</u>
Richard Anderson	06/01/2025

Mr. Anderson was contacted and does not want to be reappointed.

Additionally, we received applications from the following individuals:

Devon Ketchner (currently on BOA, also applied for TEDC)
Danny Hudson (currently on TEDC)
Bill Darnell

All qualified applicants were invited to attend today's meeting.

Appointments will be made at the next Regular City Council meeting to be held on May 19, 2025, and their terms will end 06/01/2028.

Origination: Mayor Lori Klein Quinn

Recommendation: n/a

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

Tracylynn Garcia

Staff Member

Date

Approved by

City Manager

Date



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: 1/11/20

Name: Devon Ketchner

Phone: 832-823-1962

(Home)

Address:

Phone:

(Work)

City/State/Zip

Cell:

Email: devon@traditionservices.com

I have lived in Tomball 9 years.

I am ! am not a U.S. Citizen

Occupation: I work as the head of purchasing and logistics for an HVAC and Plumbing company Tradition Services!

Professional and/or Community Activities: I enjoy exercise and ride my bike through the beautiful city of tomball whenever I Can, I take part in local 5k's and especially love hanging out at spring creek park. I will practice my archery or disk golf on the weekend there and think its a lovely part of our community. I love training martial arts and have expirience in jiu-jitsu, boxing, wrestling, and recently just started training for a muay thai competition. I have many many hobbies to keep up with so i stay fairly busy in Tomball!

Additional Pertinent Information/References: My boss Ted Mielke actually recommended I apply and I know he has done a good amount of work for the City of Tomball.

Please attach a short biography to this application.

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

I believe that I can truly not only help keep Tomball Great but make sure it stays that way. The one thing I would hate is if a younger generation (my generation) took Tomball and led it into a false direction, I want to make sure this town keeps what makes it special and make sure that the community has someone younger on their side. I know it's not a big roll in the grand scheme of things but it's a start for me to help out where I can. I pride myself on being extremely hard working and diligent, I take pride in what I do and will get the job done by any means necessary!

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

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

Meeting Information

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

Separate Legal Entities

- (1) Tomball Economic Development Corporation

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.**

 Devon Ketchner

Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cs@tomballtx.gov
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)

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

Devon Ketchner

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
office: 281-290-1002
fax: 281-351-6256

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

Name of Officer

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

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

7 Devon Ketchner

Signature of vendor doing business with the governmental entity

01/11/2024

Date

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

FORM CIS

OFFICE USE ONLY

Date Received:

N/A

N/A

N/A

N/A

(attach additional forms as necessary)

Signature of Local Government Officer

OR

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.

Devon Ketchner

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

01/11/2024

Date

Devon Ketchner

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 01/11/2024 (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.

Devon Ketchner

Signature of Applicant for Appointment
Devon Ketchner

Printed Name of Applicant

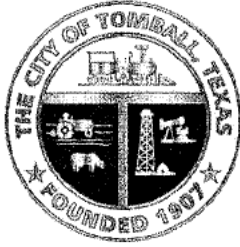
01/11/2024

Date:

"Greetings all,

As a long-term resident of Tomball, I have had the privilege of Seeing our community grow into something beautiful. I have a deep love for the environment and a commitment to preserving the charm of Tomball. Currently, I am super honored to serve on the Board of Adjustments sitting in as Alt. Position 1. I would really like to be considered for the Tomball Economic Development Corporation. I mainly wanted to get into city council to make efforts to preserve the wildlife and environment in Tomball. I Believe we have a beautiful town and I want to make sure that the following generations get to experience what a great little town Tomball is. I'm very young, so I Believe I will be able to bring a new voice to the table, a voice supporting the next generation to come. I have worked in several construction development companies for the past 6 years and work in a corporate management position for one right now. I believe that the only way to achieve anything in life is hard work, and if you're willing to work hard you can make anything happen for yourself. With my background and passion for this town's future, I know I am ready to bring new and exciting ideas to Tomball City Council and contribute to Tomball's growth ensuring it remains a special place for years to come. Thank you for considering my application.

- Devon Ketchner"



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: Danny R. Hudson

Address: [REDACTED]

City/State/Zip [REDACTED]

Email: danny.hudson@sbcglobal.net

Date: 2/21/24

Phone: [REDACTED]

(Home)

Phone: 832-693-3878

(Work)

Cell: [REDACTED]

I have lived in Tomball 20+ years.

I am XX am not a U.S. Citizen

Occupation: Senior Vice President, Commercial/Development lending: Stellar Bank

Have handled and advised clients through all aspects of planning, developing and constructing both residential and commercial projects.

Recent merger of Allegiance Bank and Community Bank of Texas resulted in formation of Stellar Bank. I was recently granted position of Sr. Lender of our Tomball office and moved here from the bank's main location to oversee all lending activities.

Professional and/or Community Activities: Cy-Hope volunteer Houston Food Bank volunteer

Homeless Ministry for 14 years "Under the Bridge Ministries"

Additional Pertinent Information/References: I have been in the banking industry since late 1982. I have lived and worked in Northwest Harris county the entire time. I moved to Tomball in 2000 and built a home on E. Hufsmith which is now a bed and breakfast. I have financed construction and development projects in Tomball and surrounding areas throughout the years. I have a hands on, working knowledge of the financial and economic impact projects have in the areas where they are constructed. I believe my lending background and experience will benefit this committee.

Please attach a short biography to this application.

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

I have lived in Tomball for over 20 years. I built a home from the ground up here and have also financed many different projects and companies that call Tomball home. While keeping abreast of our city's issues and needs, I have never actively participated in helping keep Tomball the special place that it has always been. I believe my background will help benefit our current leaders and volunteers that are running these committees. I would like to be hands on and help us maintain our environment while continuing to grow.

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

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

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

Decision-Making Boards and Commissions

☒ Planning & Zoning Commission

☒ Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.

To Be Announced; Evenings

Separate Legal Entities

☒ Tomball Economic Development Corporation

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.**

Danny Hudson

Digitally signed by Danny Hudson
Date: 2024.02.22 12:13:01 -06'00'



Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
csa@tomballtx.gov
office: 281-290-1002
fax: 281-351-6256

*Tracy Garcia
+garcia@tomballtx.gov*

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

Not Applicable

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 176.005(a-1).

7

Signature of vendor doing business with the governmental entity

Date

[Signature] 2/22/2024
Danny Harrison

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

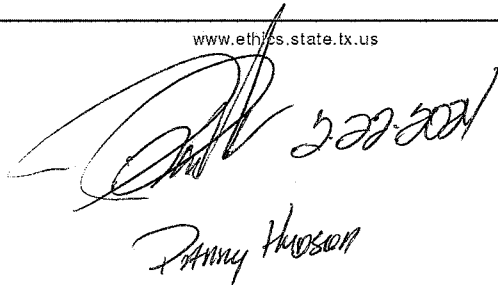
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(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.


2225021
Danny Hudson

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.		OFFICE USE ONLY Date Received
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.		
1 Name of Local Government Officer		
2 Office Held		
3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.		
5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
(attach additional forms as necessary)		
6 SIGNATURE I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.		
_____ Signature of Local Government Officer		
Please complete either option below:		
(1) Affidavit		
NOTARY STAMP/SEAL		
Sworn to and subscribed before me by _____ this the _____ day of _____		
20 _____, to certify which, witness my hand and seal of office.		
Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath _____		
OR		
(2) Unsworn Declaration		
My name is _____ and my date of birth is _____		
My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)		
Executed in _____ County, State of _____, on the _____ day of _____, 20 _____ (month) (year)		
_____ Signature of Local Government Officer (Declarant)		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 8/17/2020

Not Applicable

[Signature]
Danny Huosen

2/12/
5024

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.

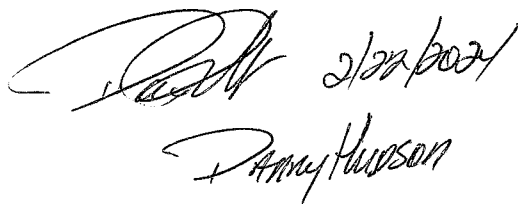
Local Government Code § 176.003(a)(2)(A):

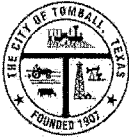
- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (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

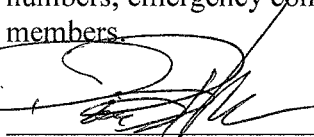
☒ personal email address

~~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

2-22-2024
Date

Danny Hanson
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 2-22-2024 (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.



Signature of Applicant for Appointment



Printed Name of Applicant



Date:


BIO: Danny Hudson

Danny Hudson is the Sr. Vice President of Stellar Bank and offices in Tomball, TX.

He has been involved in banking since 1983 and has been a resident of Tomball for over twenty years.

Danny specializes in commercial development and construction along with other commercial lending areas involving small to mid-sized businesses.

He earned a BBA in Finance with a minor in Economics from Stephen F. Austin State University. He is also a realtor in the State of Texas.





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: Bill Darnall

Address:

City/State/Zip

Email:

Date: 10/9/23

Phone:

(Home)

Phone:

(Work)

Cell:

I have lived in Tomball 10 years.

I am x am not a U.S. Citizen

Occupation: Retired COO of a large Engineering and Construction company. Retired small business owner

_____ sold in 2020.

Professional and/or Community Activities: Volunteer pastor and volunteer chaplain inside
a Texas Dept. of Criminal Justice Prison in Navasota.

Additional Pertinent Information/References: Degreed Engineer with a Masters of Theological Studies.

Please attach a short biography to this application.

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

I am interested in sharing my experience and knowledge to help the Boards make Tomball an even greater place to live.

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.**

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ce6a-4325-862a-24d385795bcc

Digitally signed by ef8df9d0-
ce6a-4325-862a-24d385795bcc
Date: 2023.10.09 07:49:03 -05'00'

Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

NA

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

William (Bill) DARNALL
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

☒ NA

C. Is the filer of this questionnaire employed by 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?

☐ Yes

☐ No

☒ NA

D. Describe each employment or business and family relationship with the local government officer named in this section.

NA

4

[Signature]
Signature of vendor doing business with the governmental entity

12-20-23
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

WILLIAM (BILL) DARNALL

2 Office Held

BOARD MEMBER

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 employment or other business relationship with vendor named in item 3

N/A

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

Date Gift Accepted NA Description of Gift _____

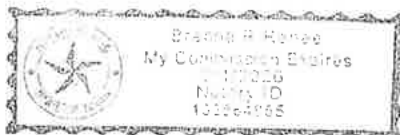
Date Gift Accepted NA Description of Gift _____

Date Gift Accepted NA Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT


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




Signature of Local Government Officer

AFFIX NOTARY STAMP - SEAL ABOVE

Sworn to and subscribed before me, by the said William Darnall, this the 22nd day of December, 2023, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Brenna Renee
Printed name of officer administering oath

Notary Public
Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

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

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

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

- (2) the vendor:

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

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



Board Member Election on Disclosure

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

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

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


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

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

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

- ☐ home address
- ☐ home telephone number
- ☐ personal email address
- ☐ cell or pager numbers not paid for by the City
- ☐ emergency contact information
- ☐ information that reveals whether I have family members.

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


Board Member's Signature

12/20/03
Date

William (Bill) DARNALL
Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 10/6/23 (date).

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

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

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

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

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



Signature of Applicant for Appointment

Bill Dornall

Printed Name of Applicant

10/10/23

Date:



**Ordained Southern Baptist Pastor
Retired Executive Vice President and Chief Operating Officer**

My desire is to take my professional skills and my pastoral skills and use that in a setting to help the administration, workers, and others in either education, a prison, law enforcement, or military setting as a chaplain or advisor.

EXECUTIVE PROFILE

Pastor, Men's Ministry Leader, Volunteer Chaplain: Pastor of a prison church since 2021, volunteer chaplain since 2020, active in prison ministry since 2009, church ministry leader since 2002.

Retired Manager: Business development; client relationships; scope definitions and contract negotiation; project planning, cost, schedule, and execution. Projects included power island construction and boiler rebuilds, mechanical, piping, structural and electrical work.

Key skills: Strong written and verbal communication skills. Highly personable and capable of working at the Director level. Hands on, capable of managing all levels of administration.

CAREER OVERVIEW

- **Certified Volunteer Chaplain's Assistant (CVCA) TDCJ**, 2020 – current. The mission of the Chaplaincy Department of the Texas Department of Criminal Justice is to positively impact public safety and reduce recidivism through moral rehabilitation by rendering pastoral care and quality programming to facilitate spiritual transformation.
- **Small Business Owner**, 2016 – 2021. Owned and operated [REDACTED] a \$2MM/Year Animal Hospital with 11,000 clients in Tomball, Texas.
- **Jubilee Prison Ministry**, 2015 – 2019. Executive Director assisting in the creation of and operations for a prison ministry whose mission is to change people's lives while incarcerated.
- **Mundy Companies**, Executive Vice President and Chief Operating Officer, 2011 – 2015 (retired).
- **Peterson Beckner Construction**, Vice President, 2009 – 2011..
- **BE&K and Harbert Engineering and Construction**, Project Engineer, Project Controls Manager, Project Manager, Division Manager, 1984 – 2009.
- Bachelor of Science in Engineering – Texas A&M University, 1984.
- Master of Theological Studies (MTS) – Midwestern Baptist Theological Seminary, 2023
- Student of Doctor of Ministry (DMin) – Midwestern Baptist Theological Seminary, Graduate 2025
- Ordained at Houston Northwest Church – 2022

TECHNICAL SKILLS: Excellent presentation and speaking skills. Advanced computer knowledge in networking and Microsoft Office.

PERSONAL: [REDACTED] physically active, and a leader in our church.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: May 5, 2025

Topic:

Approve Tomball Gateway and Wayfinding Ad-Hoc Committee.

Background:

The Tomball Gateway and Wayfinding Ad-Hoc Committee will advise on improvements to the City's key entry points and navigation systems, helping shape signage and gateways that reflect Tomball's identity and enhance the visitor experience. Working with city staff and stakeholders, the committee will offer recommendations that promote local attractions, support businesses, and improve community connectivity. The committee will include the following members (entities): Larissa Roberts (Tourism Advisory Committee), Angie Johnson (Tourism Advisory Committee), Jeffie Cappadonna (still awaiting confirmation - Tourism Advisory Committee), Amanda Kelly (Tourism Advisory Committee), Lori Ball (Tourism Advisory Committee), Eric Berger (Tourism Advisory Committee), Melanie Sutton (Tourism Advisory Committee), Katie Whisler (Tourism Advisory Committee), Kelly Violette (Tomball Economic Development Corporation), Amy Mason (Greater Tomball Area Chamber of Commerce), Amanda Trickey (Modern Marketing & Media).

Origination:

Recommendation:

Approval of Tomball Gateway and Wayfinding Ad-Hoc Committee

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

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: May 5, 2025

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

Background:

Origination: David Esquivel, City Manager

Recommendation:

Party(ies) responsible for placing this item on agenda: David Esquivel, City Manager